

DELIBERAZIONE DI CONSIGLIO COMUNALE

Oggetto: Presa d'atto dell'ammissione a finanziamento del progetto nr. 101181311 denominato "SGINED" 5G NAPLES & MATERA FOR INCLUSIVE AND INNOVATIVE EDUCATION CUP 173B24000000006, di cui alla call della Commissione Europea Connectig Europe facility CEF-DIG-2023-5GSMARTCOM-EDGE - Digital, pursuant to Implementing Decision C(2023) 2533. Variazione urgente di bilancio 2025/2027.

L'anno duemilaventicinque, il giorno 6 del mese di ottobre, nella Casa Comunale e, precisamente, nella Sala del Consiglio Comunale di Via Verdi n. 35, si è riunito il Consiglio Comunale in seduta **PUBBLICA** di **PRIMA** convocazione.

A ciascun Consigliere è stato notificato l'avviso di convocazione pubblicato all'Albo Pretorio del Comune. Alla votazione risultano presenti o assenti i Consiglieri come di seguito riportato:

MANFREDI Gaetano	SINDACO	Assente		
1) AMATO Vincenza	PRESIDENTE	P	21) LANGE CONSIGLIO Salvatore	P
2) ACAMPORA Gennaro		P	22) LONGOBARDI Giorgio	Assente
3) ANDREOZZI Rosario		P	23) MADONNA Salvatore	P
4) BASSOLINO Antonio		Assente	24) MAISTO Anna Maria	P
5) BORRELLI Rosaria		Assente	25) MARESCA Catello	P
6) BORRIELLO Ciro		Assente	26) MIGLIACCIO Carlo	P
7) BRESCIA Domenico		Assente	27) MINOPOLI Roberto	P
8) CARBONE Luigi		P	28) MUSTO Luigi	P
9) CECERE Claudio		P	29) PAIPAIS Gennaro Demetrio	P
10) CILENTI Massimo		P	30) PALMIERI Domenico	P
11) CLEMENTE Alessandra		Assente	31) PALUMBO Rosario	P
12) COLELLA Sergio		P	32) PEPE Massimo	P
13) D'ANGELO Bianca Maria		Assente	33) RISPOLI Gennaro	Assente
14) D'ANGELO Sergio		P	34) SAGGESE Fiorella	Assente
15) ESPOSITO Aniello		P	35) SANNINO Pasquale	P
16) ESPOSITO Gennaro		P	36) SAVARESE d'Atri Walter	P
17) ESPOSITO Pasquale		Assente	37) SAVASTANO Iris	P
18) FLOCCO Salvatore		P	38) SIMEONE Gaetano	P
19) FUCITO Fulvio		P	39) SORRENTINO Flavia	P
20) GUANGI Salvatore		Assente	40) VITELLI Mariagrazia	P

Partecipa il Segretario Generale, Monica Cinque.

La Presidente Amato introduce la Deliberazione di Giunta Comunale n. 382 del 06/08/2025 avente ad oggetto: *Presa d'atto dell'ammissione a finanziamento del progetto nr. 101181311 denominato "SGINED" 5G NAPLES & MATERA FOR INCLUSIVE AND INNOVATIVE EDUCATION CUP 173B24000000006, di cui alla call della Commissione Europea Connectig Europe facility CEF-DIG-2023-5GSMARTCOM-EDGE - Digital, pursuant to Implementing Decision C(2023) 2533. Variazione urgente di bilancio 2025/2027 con i poteri del Consiglio Comunale, ai sensi del Decreto Legislativo n. 267/2000, artt. 42 e 175.*

Il provvedimento è stato trasmesso alla Commissione Bilancio la quale, con verbale n. 403 del 28/08/2025, ha rinviato l'espressione del parere in sede di Consiglio.

La Presidente Amato cede la parola all'Assessore Teresa Armato per la relazione introduttiva.

L'Assessore Teresa Armato relaziona.

La Presidente Amato dichiara aperta la discussione e cede la parola alla Consiglieria Savastano che ha chiesto di intervenire.

La Consiglieria Savastano interviene.

La Presidente Amato, constatata l'assenza di ulteriori richieste di intervento, dichiara chiusa la discussione e cede la parola all'Assessore Teresa Armato per la replica all'intervento reso.

L'Assessore Teresa Armato replica.

La Presidente Amato, constatata l'assenza di richieste di intervento per dichiarazione di voto, pone in votazione, per alzata di mano, la ratifica della Deliberazione di Giunta Comunale n. 382 del 06/08/2025, limitatamente alla variazione di bilancio, e, assistita dagli scrutatori – Salvatore Flocco, Mariagrazia Vitelli ed Iris Savastano – con la presenza in Aula di n. 29 Consiglieri, i cui nominativi sono riportati sul frontespizio del presente atto, proclama il seguente esito:

Presenti e votanti: n. 29

Voti Favorevoli: n. 29

Voti contrari: //

Astenuti: //

in base all'esito dell'intervenuta votazione, all'unanimità dei presenti, il Consiglio

RATIFICA

la Deliberazione di Giunta Comunale n. 382 del 06/08/2025 avente ad oggetto: *Presa d'atto dell'ammissione a finanziamento del progetto nr. 101181311 denominato "SGINED" 5G NAPLES & MATERA FOR INCLUSIVE AND INNOVATIVE EDUCATION CUP 173B24000000006, di cui alla call della Commissione Europea Connectig Europe facility CEF-DIG-2023-5GSMARTCOM-EDGE - Digital, pursuant to Implementing Decision C(2023) 2533. Variazione urgente di bilancio 2025/2027 con i poteri del Consiglio Comunale, ai sensi del Decreto Legislativo n. 267/2000, artt. 42 e 175, limitatamente alla variazione di bilancio.*

Si allega, quale parte integrante del presente provvedimento:

- Deliberazione di Giunta Comunale n. 382 del 06/08/2025, con i poteri del Consiglio, composta da n. 15 pagine, progressivamente numerate, nonché da allegati, costituenti parte integrante della proposta, composti da n. 81 pagine progressivamente numerate, firmati digitalmente dal Dirigente proponente, conservati nell'archivio informatico dell'Ente, repertoriati con il n. 3001L_004_001 (**allegato n. 1**).

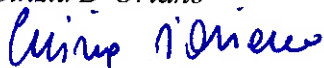
Si dà atto che il contenuto della relazione dell'Assessore e della discussione è riportato nel processo verbale della seduta, redatto ai sensi dell'art. 49, secondo comma, del Regolamento

interno del Consiglio Comunale. Il processo verbale, repertoriato e conservato presso l'archivio informatico dell'Ente, è pubblicato sul sito istituzionale nella sezione "Sedute consiliari", alla pagina della relativa seduta consiliare.

Si dà atto, inoltre, che tutta la documentazione afferente al presente provvedimento è conservata agli atti d'ufficio.

La Responsabile dell'Area

Cinzia D'Oriano



Il Segretario Generale

Monica Cinque



La Presidente del Consiglio Comunale

Vincenza Amato



Deliberazione di C. C. n. 130 del 06/10/2025 composta da n. 4 pagine progressivamente numerate, nonché da allegati, costituenti parte integrante, di complessive pagine n. 96 separatamente numerate.

Si attesta:

che la presente deliberazione è stata pubblicata all'Albo Pretorio il 10/10/2025 e vi rimarrà pubblicata per quindici giorni (comma 1, art. 124 del D.lgs. 267/2000).

Il Responsabile

Il presente provvedimento, immediatamente eseguibile, ai sensi del comma 4, art. 134, del D.lgs. 267/2000, è stato comunicato con nota PG/2025/

DICHIARAZIONE DI ESECUTIVITÀ

Constatato che sono decorsi i dieci giorni dalla pubblicazione si dà atto che la presente deliberazione è divenuta da oggi esecutiva, ai sensi del comma 3, art. 134 del D.lgs. 267/2000.

Addì 20/10/2025

Il Responsabile dell'Area

Cinzia D'Orlando

Il presente provvedimento viene assegnato ai servizi competenti attraverso l'applicativo e-grammata per le procedure attuative:

UOA UFFICIO INNOVAZIONE

E PARTENERIATI

PE SINDACO

Attestazione di conformità

(da utilizzare e compilare, con le diciture del caso, solo per le copie conformi della presente deliberazione)

La presente copia, composta da n. _____ pagine, progressivamente numerate, è conforme all'originale della Deliberazione di Consiglio comunale n. _____ del _____

divenuta esecutiva in data _____;

Gli allegati, costituenti parte integrante, composti da n. _____ pagine progressivamente numerate:

sono rilasciati in copia conforme unitamente alla presente;
sono visionabili in originale presso l'archivio in cui sono depositati.

Il Funzionario Responsabile

Addì 20/10/2025

Il Responsabile dell'Area

Cinzia D'Orlando

[Firma]

**ORIGINALE**

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DIPARTIMENTO/AREA: //

SERVIZIO: UOA UFFICIO INNOVAZIONE E PARTENERIATI

ASSESSORATO: SINDACO

SG: 393 del 31/07/2025

DGC: 417 del 21/07/2025

Cod. allegati: 3001L_2025_01

Proposta di deliberazione prot. n° 04 del 21/07/2025

REGISTRO DELLE DELIBERAZIONI DI GIUNTA COMUNALE - DELIB. N° 382

OGGETTO: Presa d'atto dell'ammissione a finanziamento del progetto nr. 101181311 denominato "5GINED" 5G NAPLES & MATERA FOR INCLUSIVE AND INNOVATIVE EDUCATION CUP 173B24000000006, di cui alla call della Commissione Europea Connectig Europe facility CEF-DIG-2023-5GSMARTCOM-EDGE - Digital, pursuant to Implementing Decision C(2023) 2533. Variazione urgente di bilancio 2025/2027 con i poteri del Consiglio Comunale, ai sensi del Decreto Legislativo n. 267/2000, artt. 42 e 175.

Il giorno 06/08/2025, in modalità mista (Presenza/Videoconferenza), convocata nei modi di legge, si è riunita la Giunta comunale. Si dà atto che sono presenti i seguenti n° Nove Amministratori in carica:

SINDACO:

Gaetano MANFREDI

P	A
☒	☐

ASSESSORI(*):

Laura LIETO
(Vicesindaco)

P	A
☐	☒

Pier Paolo BARETTA

P	A
☒	☐

Antonio DE IESU

P	A
☒	☐

Teresa ARMATO

P	A
☒	☐

Edoardo COSENZA

P	A
☐	☒

Vincenzo SANTAGADA

P	A
☒	☐

Maura STRIANO

P	A
☒	☐

Emanuela FERRANTE

P	A
☒	☐

Luca FELLA TRAPANESE

P	A
☒	☐

Chiara MARCIANI

P	A
☒	☐

(*): I nominativi degli Assessori (escluso il Vicesindaco) sono riportati in ordine di anzianità anagrafica.

Assume la Presidenza: Sindaco Gaetano Manfredi

Assiste il Segretario del Comune: Monica Cinque

Il Funzionario titolare di incarico
di elevata qualificazione

IL PRESIDENTE

Constatato il numero legale, invita la Giunta a trattare l'argomento segnato in oggetto.

LA GIUNTA, su proposta del Sindaco,

Visto il Regolamento (UE) 2021/1153 del Parlamento Europeo e del Consiglio del 7 luglio 2021 che istituisce il meccanismo per collegare l'Europa e abroga i regolamenti (UE) n. 1316/2013 e (UE) n. 283/2014;

Premesso che:

- In data 12.12.2021, la Commissione Europea pubblicava il Programma di lavoro pluriennale 2021-2023 — Meccanismo per collegare l'Europa (Connecting Europe Facility);
- Obiettivo di tale programma è contribuire allo sviluppo di progetti di interesse comune (PIC) relativi alla realizzazione di infrastrutture ad alte prestazioni sicure e sostenibili, comprese le reti Gigabit e 5G. L'MCE Digitale contribuirà inoltre all'aumento della capacità e della resilienza delle infrastrutture portanti digitali in tutti i territori dell'UE, nonché alla digitalizzazione delle reti dei trasporti e dell'energia;
- Una delle azioni nell'ambito di questo programma riguarda il 5G e l'edge cloud per le comunità intelligenti (5GSC). Si concentra sulla promozione della diffusione dell'infrastruttura 5G, in particolare nelle aree sottosviluppate, a sostegno dei servizi di interesse generale.
- In data 03.11.2023, la Commissione Europea, pubblicava la terza call per la candidatura di proposte nell'ambito della diffusione del 5G e per l'Edge Cloud per le comunità intelligenti a valere sul programma CEF Digital, sezione digitale del Meccanismo per Collegare l'Europa o Connecting Europe Facility (CEF Digital) facente parte della seconda generazione del Meccanismo per collegare l'Europa. Il CEF Digital in particolare ha l'obiettivo di incentivare gli investimenti pubblici e privati nelle infrastrutture di connettività digitale di interesse comune europeo;
- In linea con gli articoli 8(4)a e 9(4)a del Regolamento CEF 2021/11533, il CEF Digital sostiene gli innovatori locali che si affidano alle nuove capacità fornite dalle reti 5G per fornire servizi pubblici più efficienti, contribuendo in questo modo al progresso economico e alla coesione sociale, soprattutto quando i progetti sono situati in aree meno dense o rurali.
- Il sostegno finanziario del CEF dovrebbe contribuire a fornire la connettività di base e la capacità di calcolo necessarie per consentire la creazione di soluzioni innovative che migliorino la fornitura di servizi da parte delle autorità pubbliche e dei fornitori di servizi di interesse generale (SIG) o di servizi di interesse economico generale (SIEG)⁴. Questo sostegno è teso a far divenire la prestazione di tali servizi "più intelligenti", ossia più efficienti, resilienti e in grado di adattarsi all'evoluzione delle esigenze dei cittadini, dell'ambiente, dell'economia e della società in generale. I progetti pilota realizzati dal 5G PPP (Public Private Partnership) hanno dimostrato il valore aggiunto della connettività 5G⁵. Sostenendo l'innovazione locale nella fornitura di tali servizi grazie alla diffusione del 5G e dei sistemi di edge computing (insieme alle tecnologie e ai servizi di cloud computing associati), questo tipo di soluzioni innovative per le "comunità intelligenti" fornirà schemi per progetti di innovazione digitale.

Preso atto che:

- Secondo quanto previsto dal bando pubblicato dalla Commissione Europea il progetto deve essere localizzato in un'area in cui non è disponibile in commercio una rete 5G in grado di fornire la qualità di servizio richiesta dal caso d'uso supportato. Per questo motivo, la descrizione del caso d'uso innovativo 5G da proporre deve essere accompagnata da una dichiarazione che attesti che, dopo una verifica con ciascuno degli operatori di rete mobile attivi nell'area, la connettività 5G richiesta non è disponibile in commercio presso l'utente finale;

IL SEGRETARIO GENERALE
Monica Cignoni

- Inoltre, ogni proposta deve essere supportata dalle autorità locali e/o regionali dell'area in cui è previsto il dispiegamento. Tale sostegno può assumere la forma di documenti di supporto quali lettere amministrative, lettere di intenti, etc.;
- La società Vodafone Italia, unitamente al consorzio Meditech, quest'ultimo già partner del Comune di Napoli nel Progetto CTE, presentava al Comune di Napoli una relazione preliminare di progetto per la realizzazione di un'iniziativa volta a pianificare e realizzare un'infrastruttura di rete 5G in risposta al servizio di interesse generale della città di Napoli di una connettività affidabile e ad alta capacità;
- In particolare la proposta progettuale mira a sviluppare una infrastruttura di rete 5G nei Comuni di Napoli e Matera, città geograficamente non contigue, indirizzando gli interventi allo sviluppo di soluzioni di tipo *educational* inseriti all'interno di contesti territoriali *difficili* per caratteristiche sociali e/o geografiche;
- Come previsto dall'invito a presentare proposte, in data 13 febbraio 2024 il legale rappresentante del Comune di Napoli, nella sua qualità di Sindaco, verificata la documentazione prodotta, provvedeva alla sottoscrizione della lettera di sostegno dell'Amministrazione per il progetto, unitamente alle dichiarazioni prescritta nella call; la dichiarazione di sicurezza, per le leggi europee anche riguardo al tema della cybersecurity e la dichiarazione della proprietà e controllo su aziende e società.
- La proposta veniva presentata entro il termine di scadenza previsto dal bando per il giorno 20 febbraio 2024 dal costituendo partenariato così composto:
 - 1) Consorzio Meditech
 - 2) Comune di Napoli
 - 3) Comune di Matera
 - 4) Università degli studi di Napoli Federico II
 - 5) Vodafone Italia
 - 6) Fabbrica Italiana dell'Innovazione
 - 7) Consiglio Nazionale delle Ricerche
 - 8) Hypex Srl
 - 9) Fifth Ingenium Srl
 - 10) Cerict

Preso atto, altresì, che:

con Decisione della Commissione Europea del 15.10.2024 C(2024) 7083 final veniva ammesso a finanziamento il progetto 5 GINED, NAPLES & MATERA FOR INCLUSIVE AND INNOVATIVE EDUCATION per un contributo pari ad € 3,784,684.50 su un importo complessivo pari ad € 5.046.246,00, cofinanziato dal partenariato al 25%;

in data 13.11.2024 veniva sottoscritta la convenzione di finanziamento tra la European Health and Digital Executive Agency (HADEA) delegata dalla Commissione Europea e i partner del progetto;

Evidenziato che in data 13.11.2024 è stato sottoscritto, da parte del Dirigente della UOA Innovazione e Partenariati pro tempore il Grant Agreement, propedeutico all'ammissione al finanziamento;

Considerato che in data 19/11/2024 veniva comunicato che il progetto era stato approvato e pertanto bisognava procedere con la firma del Grant Agreement cioè alla convenzione per il successivo finanziamento del progetto;

Ritenuto, quindi, necessario provvedere a:

- prendere atto dell'ammissione a finanziamento del progetto nr. 101181311 denominato "5GINED" 5G NAPLES & MATERA FOR INCLUSIVE AND INNOVATIVE EDUCATION CUP I73B24000000006, di cui alla call della Commissione Europea Connectig Europe facility CEF-DIG-2023-5GSMARTCOM-EDGE - Digital, pursuant to Implementing Decision C(2023) 2533, presentato dal partenariato composto da:
 - 1) Consorzio Meditech

- 2) Comune di Napoli
- 3) Comune di Matera
- 4) Università degli studi di Napoli Federico II
- 5) Vodafone Italia
- 6) Fabbrica Italiana dell'Innovazione
- 7) Consiglio Nazionale delle Ricerche
- 8) Hypex Srl
- 9) Fifth Ingenium Srl
- 10) Cerict

- prendere atto, inoltre, della sottoscrizione avvenuta in data 13.11.2024, del Grant Agreement tra l'agenzia della Commissione Europea HADEA (European Health and Digital Executive Agency) e i partners del Progetto 5GINED e per il Comune di Napoli da parte del dirigente pro tempore;
- Dare atto che il Sindaco o suo delegato provvederà alla sottoscrizione della convenzione, adempimento, questo, necessario per il raggiungimento del primo milestones richiesto dalla Commissione Europea;
- dare atto, altresì, che l'importo complessivo di progetto è pari ad € 5.046.246,00, finanziato dalla Commissione europea con una sovvenzione massima pari ad € € 3,784,684.50;
- dare atto, infine, che il budget di progetto assegnato al Comune di Napoli, in qualità di ente pubblico locale supporter, è pari ad € 85.500,00, di cui € 21.375,00 quale quota di cofinanziamento, relativa alle spese del personale già in servizio che non incide sugli equilibri di bilancio, ed € 64.125,00 di contribuzione con fondi UE di cui 58.625 per spese del personale e € 5.500,00 per spese di missione;

Richiamate:

- la deliberazione del Consiglio Comunale n. 75 del 22.10.2024 con la quale è stato approvato il Documento Unico di Programmazione DUP 2025-2027;
- la deliberazione del Consiglio Comunale nr. 06 del 29.01.2025 con la quale si approvava il Bilancio di Previsione 2025-2027;
- la deliberazione di Giunta Comunale nr. 51 del 25.02.2025 di approvazione del Piano Esecutivo di Gestione (PEG) 2025-2027;
- la deliberazione di Giunta Comunale nr. 69 del 04.03.2025 di approvazione del P.I.A.O. 2025-2027;

Visto il D. Lgs. 23 giugno 2011, n. 118 e successive modificazioni ed integrazioni, recante "Disposizioni in materia di armonizzazione dei sistemi contabili e degli schemi di bilancio delle Regioni, degli enti locali e dei loro organismi, a norma degli articoli 1 e 2 della legge 5 maggio 2009, n. 42", con il quale è stato avviato un nuovo sistema contabile armonizzato e sono stati definiti i principi contabili generali cui deve essere informata la nuova contabilità;

Richiamato il principio contabile generale della flessibilità a memoria del quale i documenti non devono essere interpretati come immutabili, perché questo comporterebbe una rigidità nella gestione che può rivelarsi controproducente risultando indispensabile trovare, all'interno dei documenti contabili di programmazione e previsione di bilancio, la possibilità di fronteggiare gli effetti derivanti dalle circostanze imprevedibili e straordinarie che si possono manifestare durante la gestione, mediante una diversa modulazione dei valori degli stanziamenti a suo tempo approvati dagli organi di governo;

Tenuto conto che:

- l'art. 42 comma 4 del TUEL stabilisce che le variazioni di bilancio urgenti possono essere adottate dalla Giunta salvo successiva ratifica del consiglio entro 60 gg, a pena di decadenza e non oltre i 31 dicembre ai sensi dell'art. 175 comma 4 del TUEL;
- l'art. 174 comma 1 del D.Lgs. 267/2000 stabilisce che lo schema di bilancio di previsione finanziario e il Documento unico di programmazione sono predisposti dall'organo esecutivo e da questo presentato all'organo consiliare unitamente agli allegati entro il 15 novembre di ogni anno secondo quanto stabilito dal regolamento di contabilità;
- l'art. 174 comma 2 stabilisce che il regolamento di contabilità dell'ente prevede per tali adempimenti un congruo termine, nonché i termini entro i quali possono essere presentati da parte dei membri dell'organo consiliare e dalla Giunta emendamenti agli schemi di bilancio. A seguito di variazioni del quadro normativo di riferimento sopravvenute, l'organo esecutivo presenta all'Organo consiliare emendamenti allo schema di bilancio e alla nota di aggiornamento al Documento unico di programmazione in corso di approvazione;
- l'art. 174 comma 3 prevede che il bilancio di previsione finanziario è deliberato dall'organo consiliare entro il termine previsto dall'art. 151;
- l'art. 174 comma 4 stabilisce che nel sito internet dell'ente locale sono pubblicati il bilancio di previsione, il piano esecutivo di gestione, le variazioni al bilancio di previsione, il bilancio di previsione assestato e il piano esecutivo di gestione assestato;
- l'art. 175 comma 1 del D. Lgs. 267/2000 dispone che il bilancio di previsione può subire variazioni nel corso dell'esercizio, per competenza e per cassa, nella parte entrata e nella parte spesa;
- l'art. 175 comma 2 del D.Lgs. 267/2000 stabilisce la competenza del Consiglio Comunale ad approvare variazioni al bilancio di previsione salvo le variazioni di cui all'art. 175 commi 5 bis e 5 quater che sono di competenza dell'organo esecutivo e del responsabile di servizio;
- l'art. 175 comma 3 del D.Lgs. 267/2000 stabilisce che le variazioni al bilancio possono essere deliberate entro e non oltre il 30 novembre di ciascun anno, fatte salve alcune variazioni che possono essere deliberate sino al 31 dicembre;
- il principio generale della competenza finanziaria e il principio applicato della contabilità finanziaria di cui agli allegati nn. 1 e 4/2 del Dlgs 118/2011 e ss.mm.iii.;
- l'art. 15 comma 2 del vigente Regolamento di Contabilità del Comune di Napoli;
- gli obblighi di pubblicazione e rispettivi riferimenti normativi contenuti nel P.I.A.O. approvato per il triennio 2025 -2027, alla sezione 2 – VALORE PUBBLICO, PERFORMANCE E ANTICORRUZIONE – sezione 2.3: Rischi Corruttivi e Trasparenza;

Ritenuto quindi, che alla luce dell'ammissione a finanziamento e dell'approssimarsi dell'avvio delle attività progettuali previste dal cronoprogramma approvato dalla Commissione Europea si rende necessaria l'istituzione urgente di nuovi capitoli di entrata e di spesa, con iscrizione in bilancio dei relativi stanziamenti contabili, secondo il cronoprogramma finanziario dell'intervento;

ENTRATA	TITOLO 2 TIPOLOGIA 105			
CAPITOLO	DESCRIZIONE		RISORSE 2025	CASSA 2025
NI	Progetto CEF "5GINED" - Trasferimenti Correnti Cod. Bilancio E 2.01.05.01.999	Dotazione attuale	0,00	0,00
		Variazione	5.500,00	5.500,00
		Dotazione post variazione	5.500,00	5.500,00

ENTRATA	TITOLO 3 TIPOLOGIA 502			
CAPITOLO	DESCRIZIONE		RISORSE 2025	CASSA 2025
NI	Progetto CEF "5GINED" - Rimborsi ricevuti per spese del personale Cod. Bilancio E 3.05.02.01.001	Dotazione attuale	0,00	0,00
		Variazione	58.625,00	58.625,00
		Dotazione post variazione	58.625,00	58.625,00

SPESA	MISSIONE 14 – PROGRAMMA 03 – TITOLO 01- MACROAGGREGATO 03			
CAPITOLO	DESCRIZIONE		RISORSE 2025	CASSA 2025
NI	Progetto CEF "5GINED" Spese per rimborso viaggi e trasferte personale interno Cod. Bilancio U 1.03.02.02.001	Dotazione attuale	0,00	0,00
		Variazione	5.500,00	5.500,00
		Dotazione post variazione	5.500,00	5.500,00

SPESA	MISSIONE 20 – PROGRAMMA 01			
CAPITOLO	DESCRIZIONE		RISORSE 2025	
42300/1	FONDO DI RISERVA U 1.10.01.01.001	Variazione	58.625,00	
CAPITOLO	DESCRIZIONE		CASSA 2025	
42310/2	FONDO DI RISERVA DI CASSA U 1.10.01.01.001	Variazione	58.625,00	

Attestato:

- che l'istruttoria preordinata all'adozione del presente atto, anche ai fini di eventuali ipotesi di conflitto ex art. 6 bis della legge n. 241/90, introdotto con la legge 190/2012 (art. 1, comma 41), è stata espletata dalla dirigenza che lo sottoscrive;
- che l'adozione del presente provvedimento avviene nel rispetto della regolarità e della correttezza dell'attività amministrativa e contabile, ai sensi dell'art. 147 bis del Decreto legislativo n. 267/2000 e degli artt. 1, comma 1 lett. b) e 17, comma 2 lett. a) del regolamento dei controlli interni dell'ente;
- che il presente documento e/o i suoi allegati non contengono dati personali ai sensi dell'art. 6 del Regolamento UE 2016/679;
- che il presente provvedimento non rientra in alcuna delle previsioni normative riportate

IL SEGRETARIO GENERALE
Monica Cinque

nella Sezione 2 – VALORE PUBBLICO, PERFORMANCE E ANTICORRUZIONE - Sezione 2.3: Rischi corruttivi e Trasparenza nel P.I.A.O., approvato per il triennio 2025-27, e, pertanto, non sarà oggetto di pubblicazione nella sezione Amministrazione Trasparente del sito del Comune di Napoli, né in altre pagine web del sito stesso o di altri siti istituzionali.

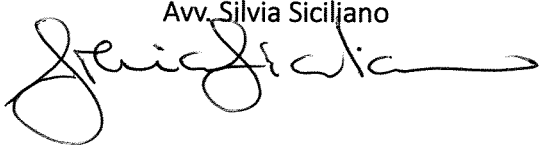
Ritenuto, infine, che ricorrono i motivi di urgenza previsti dall'art. 134 comma 4 del D. Lgs. 267/2000, per cui è necessario, con separata votazione, dichiarare il presente atto immediatamente eseguibile al fine di garantire il rispetto del cronoprogramma finanziario e delle attività approvato dall' Agenzia HADEA della Commissione Europea.

Gli allegati, costituenti parte integrante della presente proposta, composti dai documenti di seguito elencati per complessive 81 pagine progressivamente numerate, firmati digitalmente dal Dirigente proponente, sono conservati nell'archivio informatico dell'ente, repertoriati con il numero 3001L_004_001

- 1) Decisione della Commissione Europea del 15.10.2024 C(2024) 7083 final (pagg. da 1 a 3)
- 2) Allegato Decisione della Commissione Europea del 15.10.2024 C(2024) 7083 final (pagg. da 4 a 12)
- 3) Grant Agreement (pagg. da 13 a 81)

La parte narrativa, i fatti, gli atti citati, le dichiarazioni ivi comprese sono vere e fondate e quindi redatte dal Dirigente della U.O.A. Ufficio Innovazione e Partenariati, per cui sotto tale profilo, lo stesso dirigente qui di seguito sottoscrive:

Il Dirigente della
U. O. A. Ufficio Innovazione e Partenariati
Avv. Silvia Siciliano



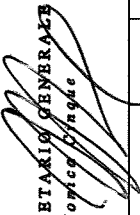
Con voti UNANIMI,

DELIBERA

- 1. **Di disporre**, con i poteri del Consiglio Comunale, per le motivazioni espresse in narrativa, ai sensi del combinato disposto dell'art. 42 comma 4 e dell'art. 175 comma 4 del D.Lgs. 267/2000, la seguente variazione di bilancio 2025 -2027 – annualità 2025, mediante l'istituzione dei seguenti nuovi capitoli di bilancio

ENTRATA	TITOLO 2 TIPOLOGIA 05			
CAPITOLO	DESCRIZIONE		RISORSE 2025	CASSA 2025
NI	Progetto CEF "5GINED" - Trasferimenti Correnti Cod. Bilancio E 2.01.05.01.999	Dotazione attuale	0,00	0,00
		Variazione	5.500,00	5.500,00
		Dotazione post variazione	5.500,00	5.500,00

IL SEGRETARIO GENERALE
Maurizio D'Amico



P. 001/2025 (P. 001/2025) - 01/05/2025

ENTRATA	TITOLO 3 TIPOLOGIA 05			
CAPITOLO	DESCRIZIONE		RISORSE 2025	CASSA 2025
NI	Progetto CEF "5GINED" - Rimborsi ricevuti per spese del personale Cod. Bilancio E 3.05.02.01.001	Dotazione attuale	0,00	0,00
		Variazione	58.625,00	58.625,00
		Dotazione post variazione	58.625,00	58.625,00

SPESA	MISSIONE 14 – PROGRAMMA 03 – TITOLO 01- MACROAGGREGATO 03			
CAPITOLO	DESCRIZIONE		RISORSE 2025	CASSA 2025
NI	Progetto CEF "5GINED" Spese per rimborso viaggi e trasferte personale interno Cod. Bilancio U 1.03.02.02.001	Dotazione attuale	0,00	0,00
		Variazione	5.500,00	5.500,00
		Dotazione post variazione	5.500,00	5.500,00

SPESA	MISSIONE 20 – PROGRAMMA 01			
CAPITOLO	DESCRIZIONE		RISORSE 2025	CASSA 2025
42300/1	FONDO DI RISERVA U 1.10.01.01.001	Variazione	58.625,00	58.625,00
CAPITOLO	DESCRIZIONE		CASSA 2025	
42310/2	FONDO DI RISERVA DI CASSA U 1.10.01.01.001	Variazione	58.625,00	58.625,00

2. Di dare atto che il Sindaco o suo delegato provvederà alla sottoscrizione della convenzione, atto questo necessario per il raggiungimento del primo milestones richiesto dalla Commissione Europea;

- ☐ (*) Adottare il presente provvedimento con l'emendamento riportato nell'intercalare allegato;
- ☒ (*) Con separata votazione, sempre con voti UNANIMI, dichiarare il presente provvedimento immediatamente eseguibile per l'urgenza ex art. 134 c. 4 D. Lgs. 267/2000.

(*): La casella sarà barrata a cura della Segreteria Generale ove ricorra l'ipotesi indicata.

IL SEGRETARIO GENERALE
Monica Cigliano

Il Dirigente della
U.O.A. Ufficio Innovazione e Partenariati
Silvia Siciliano

Il Sindaco
Gaetano Manfredi

PARERE PREVENTIVO DEL COLLEGIO REVISORI DEI CONTI DEL 04/08/2025

OGGETTO: *Proposta di Deliberazione di G.C. n. 4 del 21/07/2025: Presa d'atto dell'ammissione a finanziamento del progetto nr. 101181311 denominato "5GINED" 5G NAPLES & MATERA FOR INCLUSIVE AND INNOVATIVE EDUCATION CUP I73B24000000006, di cui alla call della Commissione Europea Connectig Europe facility CEF-DIG-2023-5GSMARTCOM-EDGE - Digital, pursuant to Implementing Decision C(2023) 2533. Variazione urgente di bilancio 2025/2027 con i poteri del Consiglio Comunale, ai sensi del Decreto Legislativo n. 267/2000, artt. 42 e 175.*

L'anno duemilaventicinque, il giorno 04 del mese di agosto si è riunito in modalità "a distanza", il Collegio dei Revisori dei Conti così composto e presente:

dott. Costantino SESSA

Presidente

dott. Raffaele PIA

Componente

dott.ssa Teresa DEL PRETE

Componente

per esprimere il proprio parere sulla proposta di Deliberazione di cui all'oggetto.

PREMESSO

- *che il Comune di Napoli è ente in riequilibrio finanziario pluriennale, avendo aderito alla procedura di cui agli art. 243 bis e ss del D. Lgs. n. 267/2000;*
- *che con Deliberazione di Consiglio Comunale n.75 del 22/10/2024 è stato approvato il Documento Unico di Programmazione (D.U.P.) 2025/2027;*
- *che con Deliberazione di Consiglio Comunale n.5 del 29/01/2025 è stata approvata la Nota di aggiornamento al Documento Unico di Programmazione (D.U.P.) 2025/2027;*
- *che con Deliberazione del Consiglio Comunale n.6 del 29/01/2025 è stato approvato il Bilancio di Previsione 2025/2027;*
- *che con Deliberazione di Consiglio Comunale n. 33 del 26/05/2025 è stato approvato il rendiconto della gestione finanziaria 2024.*

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COMUNE DI NAPOLI

Collegio dei Revisori

CONSIDERATO

- *che con Decisione della Commissione Europea del 15.10.2024 C(2024) 7083 final veniva ammesso a finanziamento il progetto 5 GINED, NAPLES & MATERA FOR INCLUSIVE AND INNOVATIVE EDUCATION per un contributo pari ad € 3,784,684.50 su un importo complessivo pari ad € 5.046.246,00, cofinanziato dal partenariato al 25%;*
- *che il budget di progetto assegnato al Comune di Napoli, in qualità di ente pubblico locale supporter, è pari ad € 85.500,00, di cui € 21.375,00 quale quota di cofinanziamento ed € 64.125,00 di contribuzione con fondi UE;*
- *che la variazione di Bilancio ex artt. 42 e 175 del TUEL del Bilancio di Previsione 2025-2027 annualità 2025, con i poteri del Consiglio, propone l'istituzione di nuovi capitoli di bilancio per la realizzazione del progetto in oggetto secondo le tabelle riportate in delibera.*

DATO ATTO

- *che, l'art. 175 del D.Lgs. 18 agosto 2000 n. 267 testualmente, tra l'altro, recita: " Il bilancio di previsione finanziario può subire variazioni nel corso dell'esercizio di competenza e di cassa sia nella parte prima, relativa alle entrate, che nella parte seconda, relativa alle spese per ciascuno degli esercizi considerati nel documento;*
- *che le variazioni al bilancio sono di competenza dell'organo consiliare salvo quelle previste dai commi 5-bis e 5-quater. Le variazioni al bilancio possono essere deliberate non oltre il 30 novembre di ciascun anno fatte salve le seguenti variazioni, che possono essere deliberate sino al 31 dicembre di ciascun anno";*
- *che ai sensi dell'articolo 42 le variazioni di bilancio possono essere adottate dall'Organo esecutivo in via d'urgenza opportunamente motivata, salvo ratifica, a pena di decadenza, da parte dell'organo consiliare entro i sessanta giorni seguenti e comunque entro il 31 dicembre dell'anno in corso se a tale data non sia scaduto il predetto termine. In caso di mancata o parziale ratifica del provvedimento di variazione adottato dall'organo esecutivo, l'organo consiliare è tenuto ad adottare nei successivi trenta giorni, e comunque sempre entro il 31 dicembre dell'esercizio in corso, i provvedimenti ritenuti necessari nei riguardi dei rapporti eventualmente sorti sulla base della deliberazione non ratificata.*

pag. 2/3



Collegio dei Revisori

12

VERIFICATO

- *il permanere degli equilibri di bilancio a seguito della variazione contenuta nella proposta di Deliberazione di G.C. n.4 del 21/07/2025.*

VISTO

- *il parere favorevole di regolarità tecnica, espresso dal dirigente della U.O.A ufficio Innovazioni e Partenariati, ai sensi dell'art.49, comma 1, D.Lgs. n. 267/2000 e s.m.i.”;*
- *il parere favorevole di regolarità contabile, espresso dal Ragioniere Generale, ai sensi dell'art.49, comma 1, D.Lgs. n. 267/2000 e s.m.i..*

IL COLLEGIO DEI REVISORI DEI CONTI

esprime, per quanto di competenza, parere “favorevole” sulla proposta di Deliberazione di G.C. n.4 del 21/07/2025, ai sensi dell'art. 239 del TUEL.

IL COLLEGIO DEI REVISORI

dott. Costantino SESSA

dott. Raffaele PIA

dott.ssa Teresa DEL PRETE

*Sottoscritto digitalmente **

* La firma, in formato digitale, è stata apposta sull'originale del presente atto ai sensi dell'art.24 del D.Lgs.07/03/2005, n.82 e s.m.i. (CAD). La presente determinazione è conservata in originale negli archivi informatici del Comune di Napoli, ai sensi dell'art.22 del D.Lgs. 82/2005.

PROPOSTA DI DELIBERAZIONE PROT. N. 4 DEL 21/07/2025

SERVIZIO UFFICIO INNOVAZIONE E PARTENARIATI

PERVENUTA ALLA SEGRETERIA GENERALE IN DATA 31/07/2025

SG 393 – Presa d’atto dell’ammissione del progetto “5GINED” 5G NAPLES & MATERA FOR INCLUSIVE AND INNOVATIVE EDUCATION e relativa variazione di bilancio con i poteri del Consiglio Comunale.

OSSERVAZIONI DEL SEGRETARIO GENERALE

Con la proposta in esame si intende prendere atto dell’ammissione a finanziamento del progetto denominato “5GINED” 5G NAPLES & MATERA FOR INCLUSIVE AND INNOVATIVE EDUCATION, nonché procedere alla relativa variazione di bilancio 2025/2027, con i poteri del Consiglio Comunale, ai sensi degli artt. 42 e 175 del Decreto Legislativo n. 267/2000.

- ATTESTAZIONI DELLA DIRIGENZA RICAVABILI DALLE PREMESSE

Dalla parte narrativa della proposta di deliberazione si evince che, in data 03/11/2023, la Commissione Europea ha pubblicato *“la terza call per la candidatura di proposte nell'ambito della diffusione del 5G e per l'Edge Cloud per le comunità intelligenti a valere sul programma CEF Digital, sezione digitale del Meccanismo per Collegare l'Europa o Connecting Europe Facility (CEF Digital) facente parte della seconda generazione del Meccanismo per collegare l'Europa”* con l'obiettivo di incentivare gli investimenti pubblici e privati nelle infrastrutture di connettività digitale di interesse comune europeo.

La società Vodafone Italia, unitamente al consorzio Meditech (quest’ultimo già partner del Comune di Napoli), ha presentato al Comune di Napoli una relazione preliminare di progetto per la realizzazione di un’iniziativa volta a pianificare e realizzare un’infrastruttura di rete 5G affidabile e ad alta capacità *“in risposta al servizio di interesse generale della città di Napoli”*.

Nello specifico, la proposta progettuale, denominata “5GINED” 5G NAPLES & MATERA FOR INCLUSIVE AND INNOVATIVE EDUCATION, che mira a sviluppare la predetta infrastruttura di rete 5G sia nel comune di Napoli che in quello di Matera, è stata presentata nei termini previsti dal bando, a seguito di una lettera di sostegno sottoscritta dal Sindaco di Napoli.

Il progetto sopra riportato, approvato con Decisione della Commissione Europea del 15.10.2024, prevede un partenariato tra: Comune di Napoli, Consorzio Meditech, Comune di Matera, Università degli studi di Napoli Federico II, Vodafone Italia, Fabbrica Italiana dell'Innovazione, Consiglio Nazionale delle Ricerche, Hypex Srl, Fifth Ingenium Srl e Cerict.

Con la proposta di deliberazione si intende prendere atto dell’ammissione a finanziamento del progetto denominato “SGINED” 5G NAPLES & MATERA FOR INCLUSIVE AND INNOVATIVE EDUCATION” nonché approvare la relativa variazione di bilancio con i poteri del Consiglio Comunale.

La somma assegnata all’Ente Comunale è pari ad *“€ 85.500,00, di cui € 21.375,00 quale quota di cofinanziamento, relativa alle spese del personale già in servizio che non incide sugli equilibri di bilancio, ed € 64.125,00 di contribuzione con fondi UE di cui € 58.625,00 per spese del personale e € 5.500,00 per spese di missione”*.

La dirigente proponente precisa che *“alla luce dell’ammissione a finanziamento e dell'approssimarsi dell'avvio delle attività progettuali previste dal cronoprogramma approvato dalla Commissione Europea si rende necessaria l'istituzione urgente di nuovi capitoli di entrata e di spesa, con iscrizione in bilancio dei relativi stanziamenti contabili, secondo il cronoprogramma finanziario dell'intervento”*.

PARERE DI REGOLARITÀ TECNICA: *favorevole*

PARERE DI REGOLARITÀ CONTABILE: *favorevole*

- ULTERIORI PARERI PREVISTI DALLA DISCIPLINA LEGISLATIVA O INTERNA

A cura del Servizio Supporto Giuridico agli Organi, Assistenza alla Giunta e Affari Istituzionali:

L'istruttore, Francesco Fusco

Il dirigente, Maria Aprea

- QUADRO NORMATIVO DI RIFERIMENTO

Si richiamano gli artt. 42, comma 4, e 175, comma 4, del D. Lgs. 267/2000 in virtù dei quali la Giunta può adottare variazioni di bilancio in casi di urgenza, opportunamente motivati. Tali variazioni devono essere ratificate, a pena di decadenza, dal Consiglio comunale entro sessanta giorni.

- DISCIPLINA INTERNA (REGOLAMENTI, DIRETTIVE, CIRCOLARI)

Si richiama l'art. 15 del Regolamento di Contabilità del Comune di Napoli il quale disciplina le variazioni di bilancio e le relative comunicazioni.

- CONSIDERAZIONI FINALI

Le variazioni di bilancio adottate dalla Giunta con i poteri dell'Organo consiliare, disciplinate dall'art. 42, comma 4, e dall'art. 175, comma 4, del D. Lgs. n. 267/2000, devono essere sottoposte a ratifica del Consiglio comunale nei sessanta giorni successivi a pena di decadenza.

Si sottolinea che i motivi di urgenza sottesi alla richiesta di immediata eseguibilità, ex art. 134, comma 4 del D. Lgs. 267/2000, sono rinvenibili nella necessità di *“di garantire il rispetto del cronoprogramma finanziario e delle attività approvato dall'Agenzia HADEA della Commissione Europea”*.

Ricordato che attiene alla dirigenza, nell'ambito delle competenze gestionali ad essa demandate ai sensi dell'art. 107 del TUEL, l'esercizio del potere di vigilanza e di controllo sull'azione amministrativa da porre in essere in attuazione del provvedimento in oggetto, spettano all'Organo deliberante l'apprezzamento dell'interesse e del fine pubblico e ogni altra valutazione conclusiva, con riguardo al principio di buon andamento, economicità e imparzialità dell'azione amministrativa.

Monica Cinque



Firmato digitalmente da:
MONICA CINQUE
Firmato il 05/08/2025 16:33
Seriali Certificato:
23130324947281132064377002635394788069
Valido dal 09/08/2024 al 09/08/2027
ArubaPEC EU Qualified
Certificates CA G1

Il documento è firmato digitalmente ai sensi dell'art. 24 del D. Lgs. 7/3/2005, nr. 82 e ss.mm.ii. (CAD) e sostituisce il documento cartaceo e la firma autografa.

Visto:
Il Sindaco

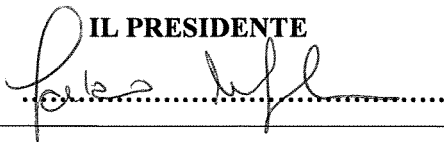
Deliberazione di G. C. n. 382 del 06/08/2025 composta da n. 15 pagine progressivamente numerate,

☒ nonché da allegati come descritti nell'atto.*

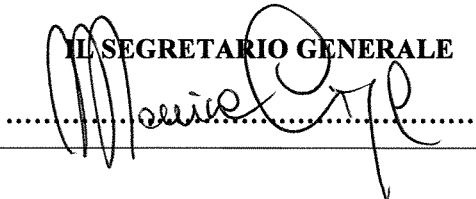
*Barrare, a cura del Servizio Supporto giuridico agli organi, assistenza alla Giunta e affari istituzionali, solo in presenza di allegati

Letto, confermato e sottoscritto.

IL PRESIDENTE



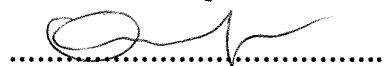
IL SEGRETARIO GENERALE



ATTESTATO DI PUBBLICAZIONE

- Si attesta che la presente deliberazione è stata pubblicata all'Albo Pretorio *on line* il 7/8/2025 e vi rimarrà per quindici giorni consecutivi (art. 124, comma 1, del D. Lgs. 267/2000);
- La stessa, in pari data, è stata comunicata in elenco ai Capi Gruppo Consiliari (art.125 del D. Lgs.267/2000), nonché ai dirigenti apicali per la successiva assegnazione ai dirigenti responsabili delle procedure attuative.

Servizio Supporto giuridico agli Organi,
assistenza alla Giunta e affari istituzionali
Il Funzionario titolare di incarico
di Elevata Qualificazione



ESECUTIVITÀ

La presente deliberazione :

Q

- ☒ con separata votazione è stata dichiarata immediatamente eseguibile per l'urgenza ai sensi dell'art.134, comma 4, del D. Lgs. 267/2000;
- ☐ è divenuta esecutiva il giorno ai sensi dell'art.134, comma 3, del D. Lgs.267/2000, essendo decorsi dieci giorni dalla pubblicazione.

Addì

Servizio Supporto giuridico agli Organi,
assistenza alla Giunta e affari istituzionali
Il Funzionario titolare di incarico
di Elevata Qualificazione

.....

Attestato di compiuta pubblicazione

Si attesta che la presente deliberazione è stata Pubblicata all'Albo Pretorio *on line* di questo Comune

dal al

Servizio Supporto giuridico agli Organi,
assistenza alla Giunta e affari istituzionali
Il Funzionario titolare di incarico di
Elevata Qualificazione

.....

Attestazione di conformità

(da utilizzare e compilare, con le diciture del caso, solo per le copie conformi della presente deliberazione)

La presente copia, composta da n..... pagine, progressivamente numerate, è conforme all'originale della deliberazione di Giunta comunale n. del

☐ divenuta esecutiva in data

Gli allegati, costituenti parte integrante, come descritti nell'atto, firmati digitalmente dal Dirigente proponente, sono conservati nell'archivio informatico dell'Ente.

Servizio Supporto giuridico agli Organi,
assistenza alla Giunta e affari istituzionali
Il Funzionario titolare di incarico
di Elevata Qualificazione

.....



Brussels, 15.10.2024
C(2024) 7083 final

COMMISSION IMPLEMENTING DECISION

of 15.10.2024

**on the selection of projects following the third calls (2023) for proposals for grants under
the Connecting Europe Facility – Digital, pursuant to Implementing Decision C(2023)
2533**

COMMISSION IMPLEMENTING DECISION

of 15.10.2024

on the selection of projects following the third calls (2023) for proposals for grants under the Connecting Europe Facility – Digital, pursuant to Implementing Decision C(2023) 2533

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Regulation (EU) 2021/1153 of the European Parliament and of the Council of 7 July 2021 establishing the Connecting Europe Facility and repealing Regulations (EU) No 1316/2013 and (EU) No 283/2014¹, and in particular Article 21(1) thereof,

Whereas:

- (1) Commission Implementing Decision C(2023)2533² established a multi-annual work programme for granting Union financial aid to projects of common interest in the field of digital communication infrastructures under the Connecting Europe Facility (CEF) for the period 2021-2023.
- (2) Based on the multi-annual work programme, calls for proposals for grants were published on 17 October 2023.
- (3) By the deadline of 20 February 2024, 74 project proposals were submitted.
- (4) In accordance with Articles 194-200 of Regulation (EU, Euratom) 2018/1046³, the proposals received were checked for formal requirements (admissibility and eligibility) and then evaluated against the award criteria set out in the call conditions. Operational and financial capacity, double funding risk and absence of grounds for exclusion were verified. Additional checks were carried out, if and as provided in the call conditions.
- (5) The list of selected projects established by this Decision is in accordance with the opinion of the Connecting Europe Facility Coordination Committee,

HAS DECIDED AS FOLLOWS:

Sole Article

The projects listed in the Annex are selected for grants under the Connecting Europe Facility – Digital sector for the period 2021-2027.

The maximum amount of financial assistance granted to the selected projects shall be as set out in the Annex.

¹ OJ L 249, 14.7.2021, p. 38.

² Commission Implementing Decision C(2023)2533 of 19 April 2023 amending Implementing Decision C(2021)9463 on the financing of the Connecting Europe Facility - Digital sector and the adoption of the multiannual work programme for 2021-2025.

³ OJ L 193, 30.7.2018, p.1.

The conditions and methods for the implementation of the selected projects are specified in the Grant Agreements concluded with the beneficiaries of the grants.

Done at Brussels, 15.10.2024

*For the Commission
Margrethe VESTAGER
Executive Vice-President*



EUROPEAN
COMMISSION

Brussels, 15.10.2024
C(2024) 7083 final

ANNEX

ANNEX

to the

Commission Implementing Decision

**on the selection of projects following the third calls (2023) for proposals for grants under
the Connecting Europe Facility – Digital, pursuant to Implementing Decision C(2023)
2533**

ANNEX

Projects selected following the third calls (2023) for proposals for grants under the Connecting Europe Facility – Digital sector pursuant to Implementing Decision C(2023)2533

Topic	Proposal acronym	Proposal Title	Coordinator legal name (short name)	Maximum EU Financial Contribution (€)
CEF-DIG-2023-5GCORRIDORS-STUDIES	23-EU-DIG-5G GIGARAIL 5GiRa	5G GiGaRail – 5G GiRa	PRORAIL	851,354.00
CEF-DIG-2023-5GCORRIDORS-WORKS	23-EU-DIG-5G4RailScand	5G for Railway operations in Scandinavian-Mediterranean Corridor section Copenhagen-Oslo	Trafikverket	18,018,000.00
CEF-DIG-2023-5GCORRIDORS-WORKS	23-EU-DIG-5G TRACKS	5G TRACKS	VIVACOM	9,105,669.14
CEF-DIG-2023-5GCORRIDORS-WORKS	23-EU-DIG-5GA2A	5G Corridor Autobahn to Autoroute	Vantage Towers	3,981,306.00
CEF-DIG-2023-5GCORRIDORS-WORKS	23-EU-DIG-5GE	5G Estuary Waterway	Orange BE	3,654,116.00
CEF-DIG-2023-5GCORRIDORS-WORKS	23-EU-DIG-5G-BALTICS	Uninterrupted 5G Coverage Across Via Baltica Corridor	TALLINN UNIVERSITY OF TECHNOLOGY	8,287,283.50
CEF-DIG-2023-5GCORRIDORS-WORKS	23-EU-DIG-5GCarolinaPlus	5G cross-border highway corridors between Bavaria and Czechia	TMCZ	7,000,000.00
CEF-DIG-2023-5GSMARTCOM-EDGE-	23-RO-DIG-5G-CDD	5G Connect Danube Delta	ORANGE ROMANIA SA	2,585,965.50

Topic	Proposal acronym	Proposal Title	Coordinator legal name (short name)	Maximum EU Financial Contribution (€)
WORKS				
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-SI-DIG-5G-WAT-ERR-IB	5G for WATer supply management and Emergency Response and Recovery for Ilirska Bistrica smart municipality	VAHTA DOO	3,735,011.25
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-IT-DIG-PV5G	PortoVecchio 5G – Innovation and better life in Trieste	INSIEL	2,572,413.75
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-IT-DIG-5G-CRESCA	5G Connected REplicable Services for Connected cAmpus	POLIMI	4,406,193.75
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-ES-DIG-EUGENIA	Advanced uses of 5G for emergency health interventions in the tunnels of the M-30 in the city of Madrid	AYUNTAMIENTO DE MADRID	2,108,782.00
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-BE-DIG-5G-PHINGE	5G Precision Integration for Next-gen Healthcare Excellence	CITYMESH NV	1,612,500.00
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-EU-DIG-5G-BECOME	5g enaBled Edge Computing fOr sMart Education	VODAFONE	3,294,000.00
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-FI-DIG-CAREWINGS-5G	Blueprint and ecosystem for automated regional airports offering new drone-based emergency, health & safety and logistics services.	Digita	1,810,118.00
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-BG-DIG-5GEDGE4HEALTH	Deployment of 5G and Edge Infrastructure for Healthcare in the Region of Burgas	VIVACOM BULGARIA EAD	3,217,268.25
CEF-DIG-2023-5GSMARTCOM-EDGE-	23-EL-DIG-5G-TRACE	5G-based TRAnsformation of a CanCER Hospital to support patients' treatment in a	WINGS	3,505,875.00

Topic	Proposal acronym	Proposal Title	Coordinator legal name (short name)	Maximum EU Financial Contribution (€)
WORKS		“home like” environment		
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-EU-DIG-5G -SHEAL	5G- enabled Surgery Planning with Holograms and Educational Streaming for NKUA Aretaieio HospitaL	WINGS	1,772,625.00
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-ES-DIG-5G VALENCIAPORT	Implementation of a private 5G Stand-Alone solution in the Port of Valencia	FV	4,441,459.50
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-EU-DIG-5G-ENRICH	5G-Edge Network for Reinventing Innovation in Community and Higher-Education	Vodafone RO	2,205,375.00
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-FR-DIG-C C5G	C CHARTRES 5G	C' CHARTRES INNOVATIONS NUMERIQUES	4,980,750.00
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-EU-DIG-5G SAMITEA	5G Sofia Airport Mobile PrIvate NeTwork PowEred by A1	WINGS	4,441,125.00
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-AT-DIG-5GFORVIE	5G connectivity for Vienna Airport	Arthur D. Little	4,132,932.00
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-EU-DIG-SmartSpires	SmartSpires: Inspiring smart communities with 5G and EdgeAI	Gcore	3,107,752.00
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-FI-DIG-5G Sport Campus	Pioneering a private 5G network usage to elevate citizen wellbeing and digitalize Sport Campus. Real-time athlete monitoring and interactive coaching enhance active lifestyles and redefine performance	DNA Oyj	3,166,419.00

Topic	Proposal acronym	Proposal Title	Coordinator legal name (short name)	Maximum EU Financial Contribution (€)
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-SE-DIG-5G-AHTII	5G-Aurora Healthcare Technology Implementation Initiative	RVB	5,234,635.50
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-LU-DIG-Hospital5G	5G Connected Hospitals	NTT LUXEMBOURG PSF SA	4,050,000.00
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-IT-DIG-5GINED	5G NAPLES & MATERA FOR INCLUSIVE AND INNOVATIVE EDUCATION	CONSORZIO MEDITECH	3,784,684.50
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-FR-DIG-5G-SMILE	Smart communities in Limoges with 5G technology	Limoges Métropole - Communauté urbaine	3,732,741.00
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-FR-DIG-SmartMountain5G	5G sustainable services in mountains for Agriculture, Renewable energy, Tourism and Safety	Numerisat	1,723,537.50
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-FR-DIG-05G	Region Grand Est Specific 5G deployment	REGION GRAND EST	2,857,385.00
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-FR-DIG-5G Metro	5G for Metropolis, local and regional authorities	Orange	2,274,250.50
CEF-DIG-2023-GATEWAYS-STUDIES	23-EU-DIG-PC1	Polar Connect Step 1	VETENSKAPSRADET - SWEDISH RESEARCH COUNCIL	3,545,000.00
CEF-DIG-2023-GATEWAYS-STUDIES	23-BQ-DIG-BCA Submarine Cable	Ensure redundant, resilient and affordable backbone connectivity to Bonaire and Curacao via new Open Access submarine cable with onward connectivity toward IX's in the region and the EU.	Saba Statia Cable System BV	1,188,961.00

Topic	Proposal acronym	Proposal Title	Coordinator legal name (short name)	Maximum EU Financial Contribution (€)
CEF-DIG-2023-GATEWAYS-STUDIES	23-IE-DIG-FII	Fibre to Ireland's Islands	MCMAHON DESIGN AND MANAGEMENT LIMITED	1,687,500.00
CEF-DIG-2023-GATEWAYS-STUDIES	23-PT-DIG-Madeira Connection	Submarine Cables Connection of the Autonomous Region of Madeira to the European, African and American continents	EMACOM, Lda.	500,000.00
CEF-DIG-2023-GATEWAYS-STUDIES	23-EU-DIG-MISTS - subsea cable	Studies for the new project: Mediterranean Integrated Science and Telecom System	PP	546,558.00
CEF-DIG-2023-GATEWAYS-STUDIES	23-BG-DIG-BDGS	Balkans Digital Gateway Study	VESTITEL	340,940.50
CEF-DIG-2023-GATEWAYS-STUDIES	23-IT-DIG-MAGNA GRECIA CABLE	Magna Grecia submarine cable connecting Italy to Greece	Retelit	208,540.13
CEF-DIG-2023-GATEWAYS-WORKS	23-FR-DIG-NUANUA	Modernization of the satellite ground infrastructure in the territory of Wallis and Futuna Islands	Orange	328,213.50
CEF-DIG-2023-GATEWAYS-WORKS	23-FI-DIG-FNF EUR2	Far North Fiber Europe 2	FNF Europe Oy	19,066,758.14
CEF-DIG-2023-GATEWAYS-WORKS	23-EU-DIG-PISCES Phase 2	PISCES Cable System – Phase 2	MCMAHON DESIGN AND MANAGEMENT LIMITED	15,312,437.00
CEF-DIG-2023-GATEWAYS-WORKS	23-IT-DIG-BlueMed East	BlueMed East	TELECOM ITALIA SPARKLE SPA	14,078,655.00
CEF-DIG-2023-GATEWAYS-WORKS	23-ES-DIG-ATMED MALTA-DG	The Data Gateway between the Atlantic and the Mediterranean – Malta	AFR-IX TELECOM SA	3,742,995.00
CEF-DIG-2023-GATEWAYS-WORKS	23-SE-DIG-SE2EST	Sweden to Estonia subsea cross connect	GLOBALCONNECT AB	15,716,500.00

Topic	Proposal acronym	Proposal Title	Coordinator legal name (short name)	Maximum EU Financial Contribution (€)
CEF-DIG-2023-GATEWAYS-WORKS	23-ES-DIG-MEDUSA AFRICA	Data Gateway between Europe and Africa - MEDUSA AFRICA	AFR-IX TELECOM SA	14,310,913.57
CEF-DIG-2023-GATEWAYS-WORKS	23-PT-DIG-Atlantic CAM-CM Seg	Atlantic CAM – Continent-Madeira Segment	INFRAESTRUTURAS DE PORTUGAL SA	14,270,000.00
CEF-DIG-2023-GATEWAYS-WORKS	23-FR-DIG-Med-Aja cable	Submarine Cable Marseille-Ajaccio	MEDLOOP FRANCE	3,170,580.50
CEF-DIG-2023-GATEWAYS-WORKS	23-ES-DIG-PENCAN-X	Renewal of Peninsula – Canarias submarine cable network	TELEFONICA DE ESPANA SA	10,479,312.00
CEF-DIG-2023-GATEWAYS-WORKS	23-EU-DIG-SE-PL-Bypass	Scania Pomerania Bypass	ARELION SWEDEN AB	2,065,000.00
CEF-DIG-2023-GATEWAYS-WORKS	23-GL-DIG-TC3	Tusass Connect 3	TUSASS AS	8,469,867.00
CEF-DIG-2023-GATEWAYS-WORKS	23-PL-DIG-Bridging Eastern Eur	Fiber optic highways across Poland for pan-European connectivity	OPL	5,563,508.00
CEF-DIG-2023-GATEWAYS-WORKS	23-ES-DIG-CANALINK-MOROCCO	Project for the expansion of the Canalink Base 4 submarine system through a new branch that connects with Moroccan southwest coast in the coastal town of Tarfaya	CANALINK	7,462,139.79
Total				273,705,906.77

Reserve list:

Topic	Proposal acronym	Proposal Title	Coordinator legal name (short name)	Maximum EU Financial Contribution (€)
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-DE-DIG-5G4SmarTR	5G for Smart Traffic Research	TH WILDAU	4,809,750.00
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-LT-DIG-5G-SA-EDGE-CLOUD-LT	Building a Foundation for Cloud-Edge-IoT Continuum via the Deployment of Private 5G SA and Edge Cloud Infrastructures in Public Universities Across Lithuania, Resulting in the Territorial Laboratories	Starflix Vilnius	5,000,000.00
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-SE-DIG-5GMHI-2	5G Mobile Health Innovative Solutions - 2	RS	6,581,867.25
CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS	23-SE-DIG-ED5GE extend	5G Edge Enabled Smart Communities for Green Transformation in the North Extended	TELIA SVERIGE AB	2,970,516.00
CEF-DIG-2023-GATEWAYS-WORKS	23-ES-DIG-CANALINK-GOMERA-LP	Deployment of two extensions of the CANALINK-HIERRO submarine cable	CANALINK	3,183,504.00
CEF-DIG-2023-GATEWAYS-WORKS	23-ES-DIG-CANALINK- BASE4-EXT	Project for the expansion of the CanaLink Base 4 submarine system through a new branch that connects the South of Fuerteventura Island	CANALINK	4,428,689.00
CEF-DIG-2023-GATEWAYS-WORKS	23-ES-DIG-SEL Diversity	Southern Europe Landing diversity	AFR-IX TELECOM SA	3,663,466.00
CEF-DIG-2023-GATEWAYS-WORKS	23-ES-DIG-SAT-TEL	Design and installation of an open satellite telecommunications platform with satellite	ITER, SA	12,255,418.00

Topic	Proposal acronym	Proposal Title	Coordinator legal name (short name)	Maximum EU Financial Contribution (€)
		control center in Tenerife		



EUROPEAN HEALTH AND DIGITAL EXECUTIVE AGENCY (HADEA)

HADEA.B – Digital, Industry and Space
B.1 – Connecting Europe Facility - Digital

GRANT AGREEMENT

Project 101181311 — 5GINED

PREAMBLE

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

on the one part,

the **European Health and Digital Executive Agency (HADEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and

on the other part,

1. 'the coordinator':

CONSORZIO MEDITECH - MEDITERRANEAN COMPETENCE CENTRE 4 INNOVATION (MEDITECH), PIC 892792269, established in CORSO UMBERTO I 38/40, NAPOLI 80138, Italy,

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

2. **Comune di Napoli (Mun Napoli)**, PIC 949799848, established in PIAZZA DEL MUNICIPIO PALAZZO SAN GIACOMO, NAPOLI 80133, Italy,

3. **COMUNE DI MATERA (MATERA)**, PIC 925037688, established in VIA ALDO MORO, MATERA 75100, Italy,

4. **UNIVERSITA DEGLI STUDI DI NAPOLI FEDERICO II (CeSMA)**, PIC 999976590, established in CORSO UMBERTO I, 40, NAPOLI 80138, Italy,

5. **VODAFONE ITALIA SPA (VODAFONE ITALIA)**, PIC 922769343, established in VIA JERVIS 13, IVREA 10015, Italy,

6. **Fabbrica Italiana dell'Innovazione Scarl - Società Benefit (Fab Ita In)**, PIC 878663734, established in VIA PONTE DEI GRANILI 24, Napoli 80146, Italy,

7. **CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)**, PIC 999979500, established in PIAZZALE ALDO MORO 7, ROMA 00185, Italy,

8. **HYPEX SRL (HYPEX)**, PIC 899201059, established in Via Cappuccini 36, Monopoli 70043, Italy,

9. Fifth Ingenium srls (Fif Ingenium), PIC 906098729, established in Via Carlo 3 di borbone 8, Caserta 81100, Italy,

10. CENTRO REGIONALE INFORMATION E COMMUNICATION TECHNOLOGY SCARL (CERICT), PIC 986394262, established in VIA TRAIANO PALAZZO EX POSTE SNC, BENEVENTO 82100, 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

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DATA SHEET**1. General data**

Project summary:

Project summary
The Project uses a 5G Hybrid Mobile Private Network (MPN) to foster inclusion in socio-economically and geographically challenging areas. By supporting education and services with specific requirements, this project uses features of 5G technology, like large network capacity, ultra-low latency for real-time collaboration, and robust cybersecurity. The key concept is INCLUSION, as the project offers hybrid educational solutions to address difficulties faced by students in Naples and Matera, two Italian cities with contrasting issues related to social, economic and logistic context. For Naples, the project addresses deep-seated societal issues, while for Matera, it handles logistical and geographical challenges. The project utilizes an innovative digital platform with immersive solutions, high-quality educational content and resources, aiming to make learning more accessible to students and promote these cities' social development. By facilitating collaboration between these two cities, the project aims to foster inclusiveness among the young generation. In the education sector, the project emphasizes the importance of both social and geographical inclusion. In a diverse city like Naples, social inclusion is vital to create a richer learning environment by integrating students from distinct backgrounds and cultures. In contrast, in more isolated areas like Matera, geographical inclusion is used to ensure access to quality education by implementing distance learning programs. Hence, by using social and geographical inclusion, this project aims to provide equitable, diverse, and high-quality education across all backgrounds and regions. The use cases that will be conducted are: 1. Smart Agriculture Learning Hub 2. Health Training Center 3. Immersive Education, 4. Interactive Didactics 5. LV8 Digital Skill Certificate and 6. Robotics 4 Learning.

Keywords:

— #Education #Inclusive #Innovation #5G #Naples #Matera

Project number: 101181311

Project name: 5G NAPLES & MATERA FOR INCLUSIVE AND INNOVATIVE EDUCATION

Project acronym: 5GINED

Call: CEF-DIG-2023-5GSMARTCOM-EDGE

Topic: CEF-DIG-2023-5GSMARTCOM-EDGE-WORKS

Type of action: CEF Infrastructure Projects

Granting authority: European Health and Digital Executive Agency

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

Project starting date: first day of the month following the entry into force date

Project end date: starting date + months of duration

Project duration: 36 months

Consortium agreement: Yes

2. Participants

List of participants:

N°	Role	Short name	Legal name	Ctry	PIC	Total eligible costs (BEN and AE)	Max grant amount
1	COO	MEDITECH	CONSORZIO MEDITECH - MEDITERRANEAN COMPETENCE CENTRE 4 INNOVATION	IT	892792269	428 997.00	321 747.75
2	BEN	Mun Napoli	Comune di Napoli	IT	949799848	85 500.00	64 125.00
3	BEN	MATERA	COMUNE DI MATERA	IT	925037688	138 000.00	103 500.00
4	BEN	CeSMA	UNIVERSITA DEGLI STUDI DI NAPOLI FEDERICO II	IT	999976590	396 750.00	297 562.50

N°	Role	Short name	Legal name	Ctry	PIC	Total eligible costs (BEN and AE)	Max grant amount
5	BEN	VODAFONE ITALIA	VODAFONE ITALIA SPA	IT	922769343	3 123 246.00	2 342 434.50
6	BEN	Fab Ita In	Fabbrica Italiana dell'Innovazione Scarl - Società Benefit	IT	878663734	102 253.00	76 689.75
7	BEN	CNR	CONSIGLIO NAZIONALE DELLE RICERCHE	IT	999979500	120 250.00	90 187.50
8	BEN	HYPEX	HYPEX SRL	IT	899201059	233 250.00	174 937.50
9	BEN	Fif Ingenium	Fifth Ingenium srls	IT	906098729	233 250.00	174 937.50
10	BEN	CERICT	CENTRO REGIONALE INFORMATION E COMMUNICATION TECHNOLOGY SCARL	IT	986394262	184 750.00	138 562.50
11	AP	Fond Vod It	Fondazione Vodafone Italia	IT	904999816	0.00	0.00
12	AP	Foqus ONLUS	Foqus Fondazione Quartieri Spagnoli ONLUS	IT	902186525	0.00	0.00
Total						5 046 246.00	3 784 684.50

Coordinator:

- CONSORZIO MEDITECH - MEDITERRANEAN COMPETENCE CENTRE 4 INNOVATION (MEDITECH)

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)
5 046 246.00	0, 0, 75	3 784 684.50	3 784 684.50

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
					Interim payment	90 days from receiving periodic report
1	1	18	Periodic report	60 days after end of reporting period	Final payment	90 days from receiving periodic report
2	19	36	Periodic report	60 days after end of reporting period		

Prefinancing payments and guarantees:

Prefinancing payment		Prefinancing guarantee		
Type	Amount	Guarantee amount	Division per participant	
Prefinancing 1 (initial)	1 892 342.25	n/a	1 - MEDITECH	n/a
			2 - Mun Napoli	n/a

Prefinancing payment		Prefinancing guarantee	
Type	Amount	Guarantee amount	Division per participant
			3 - MATERA
			n/a
			4 - CeSMA
			n/a
			5 - VODAFONE ITALIA
			n/a
			6 - Fab Ita In
			n/a
			7 - CNR
			n/a
			8 - HYPEX
			n/a
			9 - Fif Ingenium
			n/a
			10 - CERICT
			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:

IT73L0306903496100000014610 BCITITMM

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 **101181311 — 5GINED** ('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

The grant is an action grant⁸ which takes the form of a budget-based mixed actual cost grant (i.e. a

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).

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".

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 0% of the eligible costs for studies (if any), 0% of the eligible costs for works in outermost regions (if any) and 75% 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
- other changes require an amendment or simplified approval, if specifically provided for in Article 6.2

⁹ See Article 125 EU Financial Regulation 2018/1046.

- 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.

C.1 Travel and subsistence

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.

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

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".

(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 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.

¹² For the definition, see Article 187(2) EU Financial Regulation 2018/1046: “Where several entities satisfy the criteria for being awarded a grant and together form one entity, that entity may be treated as the **sole beneficiary**, including where it is specifically established for the purpose of implementing the action financed by the grant.”

The 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

The following entities which cooperate with a beneficiary will participate in the action as ‘associated partners’:

- **Fondazione Vodafone Italia (Fond Vod It)**, PIC 904999816
- **Foqus Fondazione Quartieri Spagnoli ONLUS (Foqus ONLUS)**, PIC 902186525

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

The tasks must be set out in Annex 1.

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

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

9.2 Third parties giving in-kind contributions to the action

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

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

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

9.3 Subcontractors

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

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

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

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

9.4 Recipients of financial support to third parties

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

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

ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS

10.1 Non-EU participants

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

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: to use qualified external auditors which

are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC¹³

- for the controls under Article 25: to allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the bodies mentioned in that Article (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.).

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

10.2 Participants which are international organisations

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

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

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

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

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).

- 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

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).

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

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

14.2 Values

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

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

14.3 Consequences of non-compliance

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

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

ARTICLE 15 — DATA PROTECTION

15.1 Data processing by the granting authority

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

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

15.2 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

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).

- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the data.

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

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

15.3 Consequences of non-compliance

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

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

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

16.1 Background and access rights to background

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

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

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

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

16.2 Ownership of results

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

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

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

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

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

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

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

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

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

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

16.4 Specific rules on IPR, results and background

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

16.5 Consequences of non-compliance

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

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

ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY

17.1 Communication — Dissemination — Promoting the action

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

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

17.2 Visibility — European flag and funding statement

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



Funded by the
European Union



Co-funded by the
European Union



Funded by the
European Union



Co-funded by the
European Union

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

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

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

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

17.3 Quality of information — Disclaimer

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

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

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

17.4 Specific communication, dissemination and visibility rules

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

17.5 Consequences of non-compliance

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

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

ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION

18.1 Specific rules for carrying out the action

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

18.2 Consequences of non-compliance

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

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

SECTION 3 GRANT ADMINISTRATION

ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS

19.1 Information requests

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

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

19.2 Participant Register data updates

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

19.3 Information about events and circumstances which impact the action

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

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

19.4 Consequences of non-compliance

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

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

ARTICLE 20 — RECORD-KEEPING

20.1 Keeping records and supporting documents

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

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

- (a) for actual costs: adequate records and supporting documents to prove the costs declared (such

as contracts, subcontracts, invoices and accounting records); in addition, the beneficiaries' usual accounting and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documents

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

Moreover, the following is needed for specific budget categories:

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

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

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

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

20.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, costs or contributions insufficiently

substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28).

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

ARTICLE 21 — REPORTING

21.1 Continuous reporting

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

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

21.2 Periodic reporting: Technical reports and financial statements

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

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

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

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

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

The financial part of the periodic report includes:

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

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

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

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

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

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

21.3 Currency for financial statements and conversion into euros

The financial statements must be drafted in euro.

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

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

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

21.4 Reporting language

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

21.5 Consequences of non-compliance

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

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

ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE

22.1 Payments and payment arrangements

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

They will be made in euro to the bank account indicated by the coordinator (see Data Sheet, Point 4.2)

and must be distributed without unjustified delay (restrictions may apply to distribution of the initial prefinancing payment; see Data Sheet, Point 4.2).

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

The cost of payment transfers will be borne as follows:

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

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

22.2 Recoveries

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

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

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

In case of enforced recoveries (see Article 22.4):

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

22.3 Amounts due

22.3.1 Prefinancing payments

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

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

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

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

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

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

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

22.3.2 Amount due at beneficiary termination — Recovery

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 1 — Calculation of the total accepted EU contribution

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

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

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

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

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

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

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

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

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

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

22.3.3 Interim payments

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

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the interim payment ceiling

Step 1 — Calculation of the total accepted EU contribution

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

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

Step 2 — Limit to the interim payment ceiling

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

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

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

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

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

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

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the maximum grant amount

Step 3 — Reduction due to the no-profit rule

Step 1 — Calculation of the total accepted EU contribution

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

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

Step 2 — Limit to the maximum grant amount

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

Step 3 — Reduction due to the no-profit rule

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

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

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

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

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

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:

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

final grant amount for the action}.

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

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

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

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

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

22.4 Enforced recovery

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

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

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

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

- (b) 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.

¹⁷ Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment

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

22.5 Consequences of non-compliance

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

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

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

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

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

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).

- (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)

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).

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

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

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

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

24.4 Systems and process audit (SPA)

Not applicable

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

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).

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, unless otherwise agreed with the granting authority (see Data Sheet, Point 4.2).

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, unless otherwise agreed with the granting authority (see Data Sheet, Point 4.2).

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.

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

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

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

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

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

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

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

25.5.2 Extension from other grants

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

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

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).

- was unforeseeable, exceptional situation and beyond the parties' control,
- was not due to error or negligence on their part (or on the part of other participants involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

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

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

CHAPTER 6 FINAL PROVISIONS

ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES

36.1 Forms and means of communication — Electronic management

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

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

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).

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).

The request for amendment must include:

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

The granting authority may request additional information.

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

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

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

ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES

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