

5-4

EJERCICIO 2021

# GENERACIÓN DE CRÉDITO

## NÚM. 4/2021

### ESTADO DE INGRESOS

49000	SUBV. FONDOS EUROPEOS UE/UNIVERSIDAD DE VALENCIA	77.842,50€
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### ESTADO DE GASTOS

360	92008	14300	OTRO PERSONAL UE/UNIV. VALENCIA	58.381,88€
360	92008	16000	CUOTAS SOCIALES PROGRAMA UE/UNIVERSIDAD DE VALENCIA	19.460,62€
<i>Total:</i>				77.842,50€

## GENERACIÓN DE CRÉDITO N° 4/2021

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**DILIGENCIA DE INCOACION DE EXPEDIENTE DE MODIFICACION DEL PRESUPUESTO:**

**GENERACIÓN DE CRÉDITO**

En cumplimiento de lo dispuesto en el art. 43 del Real Decreto 500/1990, de 20 de abril, así como en la Base núm. 14 de las de Ejecución del Presupuesto, aprobadas por el Ayuntamiento Pleno de fecha 30 de julio de 2020, y en virtud de las atribuciones que me confiere el art. 21 de la Ley 7/1985 de 2 de abril,

HE RESUELTO:

1º. – Ordenar a la Intervención municipal la incoación del expediente de Modificación del vigente Presupuesto prorrogado de 2020 para 2021, por generación de crédito, por lo siguiente:

La dirección general de Informática solicita generación de crédito por un importe total de 77.842,50€ con motivo de la concesión de una subvención con cargo a programa financiado por la Unión Europea, relacionado con la tramitación electrónica dirigida a ciudadanos europeos, para la implantación informática para la integración al nodo eIDAS, a través de la Universidad de Valencia, con los siguientes datos:

*Código: Agreement number: INEA/CEF/ICT/A2020/2271108 Action No: 2020-ES-IA-0025. Action No: 2020-ES-IA-0025*

Se hace necesario por tanto proceder a incrementar las partidas de gastos que más abajo se relacionan mediante el correspondiente expediente de Generación de Créditos.

El programa de este Ayuntamiento se denomina "Public administrations connecting to the Spanish eIDAS node (eID4Spain2020)" y fue aprobado por la Innovation and Networks Executive Agency (INEA) de la Comisión Europea. La

GENERACIÓN DE CRÉDITO Nº 04/2021

AA.Mod.0005

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<b>Url De Verificación</b>	<a href="https://verifirma.alcobendas.org/?8BAZxMNHu3/9rulmcZQbw==">https://verifirma.alcobendas.org/?8BAZxMNHu3/9rulmcZQbw==</a>		



referencia oficial del proyecto es: **2020-ES-IA-0025** y en el siguiente enlace se encuentra el listado de propuestas aprobadas en la convocatoria: [https://ec.europa.eu/inea/sites/inea/files/cefpub/1\\_en\\_annexe1\\_acte\\_autonome\\_part\\_1\\_v2.pdf.pdf](https://ec.europa.eu/inea/sites/inea/files/cefpub/1_en_annexe1_acte_autonome_part_1_v2.pdf.pdf)

La subvención otorga el 75% de los costes elegibles, siendo estos de 103.790€. El 75% de 103.790€ son 77.842,5€. La subvención se realiza en aportaciones mediante transferencias al Ayto. (2021 y 2022). La primera del 60% en 2021 (ya ingresada, y la segunda del resto en 2022). Por tanto, la cantidad recibida ahora es el 60% del 75% de los costes elegibles, es decir  $77842,5€ \cdot 60\% = 46.705,5€$ , siendo esta la cantidad que ya han transferido y se ha recibido por el Ayuntamiento.

### **ESTADO DE INGRESOS**

49000	SUBV. FONDOS EUROPEOS UE/UNIVERSIDAD DE VALENCIA	77.842,50€
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### **ESTADO DE GASTOS**


360	92008	14300	OTRO PERSONAL UE/UNIV. VALENCIA	58.381,88€
360	92008	16000	CUOTAS SOCIALES PROGRAMA UE/UNIVERSIDAD DE VALENCIA	19.460,62€
<i>Total:</i>				77.842,50€

2º.- Notificar la presente diligencia a la Interventora de Contabilidad y Presupuestos.

Alcobendas, 15 de julio de 2021  
CONCEJAL DELEGADO DE ECONOMÍA Y HACIENDA,  
Ángel Sánchez Sanguino

GENERACIÓN DE CRÉDITO Nº 04/2021

AA.Mod.0005

<b>Código Seguro De Verificación</b>	8BAZxMNHu3/9rulmcZQbw==	<b>Estado</b>	<b>Fecha y hora</b>	
<b>Firmado Por</b>	Angel Sanchez Sanguino	Firmado	15/07/2021 13:22:03	
<b>Observaciones</b>		<b>Página</b>	2/2	
<b>Url De Verificación</b>	<a href="https://verifirma.alcobendas.org/?8BAZxMNHu3/9rulmcZQbw==">https://verifirma.alcobendas.org/?8BAZxMNHu3/9rulmcZQbw==</a>			

## **Propuesta de la Dirección General de Informática sobre generación de créditos por compromisos de ingresos**

Como consecuencia de los mayores gastos que se prevé realizar para este ejercicio económico sin que puedan demorarse al próximo, que el crédito consignado en el vigente presupuesto no es ampliable y dado que se han producido ingresos de naturaleza no tributaria como consecuencia de: Concesión de subvención por importe de 77.842,50 €, con cargo a programa financiado por la Unión Europea, para implantación informática en relación a la administración electrónica para la integración al nodo eIDAS, a través de la Universidad de Valencia, con los siguientes datos:

Código: Agreement number: INEA/CEF/ICT/A2020/2271108 Action No: 2020-ES-IA-0025  
 Action No: 2020-ES-IA-0025


se hace necesario proceder a incrementar las partidas de gastos que más abajo se relacionan mediante el correspondiente expediente de Generación de Créditos. En consecuencia,

1. La subvención otorga el 75% de los costes elegibles, siendo estos de 103.790€. El 75% de 103.790€ son 77.842,5€.
2. La subvención se realiza en aportaciones mediante transferencias al Ayto. (2021 y 2022). La primera del 60% en 2021 (ya ingresada, y la segunda del resto en 2022). Por tanto la cantidad recibida ahora es el 60% del 75% de los costes elegibles, es decir

a.  $77842,5 \text{ €} * 60\% = 46.705,5 \text{ €}$   **siendo esta la cantidad que ya han transferido y se ha recibido por el Ayuntamiento**

Esta información se obtiene del “agreement”/acuerdo adjunto (el agreement es el “contrato con EUROPA” e incluido como fichero PDF a este informe), en donde en su apartado económico indica los siguientes datos:

	Direct eligible costs				Indirect eligible costs	Total eligible costs	Estimated CEF contribution
	Personnel costs	Subcontracting costs	Other costs	Total			
<b>TOTAL</b>	408,000	0	0	408,000	28,560	436,560	327,420
UVEG	117,000	0	0	117,000	8,190	125,190	93,892.5
CIEMAT	97,000	0	0	97,000	6,790	103,790	77,842.5
Alcobendas	97,000	0	0	97,000	6,790	103,790	77,842.5
Ourense	97,000	0	0	97,000	6,790	103,790	77,842.5

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**SE PROPONE**

**1.-** Inicio expediente de modificación presupuestaria por compromisos de ingresos conforme a los datos señalados procedencia de la tramitación del expediente de generación de créditos.

**2.-** Las aplicaciones presupuestarias de gastos en las que se pretende generar crédito son:


**ESTADO DE GASTOS**

<b>Aplicación Presupuestaria</b>	<b>DENOMINACIÓN</b>	<b>CUANTÍA</b>
360 92008 14300	Otro personal UE /UNIV VALENCIA	58.381,88 €
360 92008 16000	Cuotas Sociales Programa UE /UNIV VALENCIA	19.460,62 €
	TOTAL	77.842,50 €

**ESTADO DE INGRESOS**

<b>Concepto</b>	<b>DENOMINACIÓN</b>	<b>CUANTÍA</b>
490 00	Subvenciones Fondos Europeos UE /UNIV VALENCIA	77.842,50 €
	TOTAL	77.842,50 €

*Este documento ha sido firmado digitalmente por el Titular de la Dirección General de Informática, D. Sergio Rafael Caballero Benito. Los datos y fecha de la firma constan en el pie de página.*

<b>Código Seguro De Verificación</b>	g37n1ScTWp9/ENOVld44IA==	<b>Estado</b>	<b>Fecha y hora</b>	
<b>Firmado Por</b>	Sergio Caballero Benito	Firmado	02/07/2021 10:44:56	
<b>Observaciones</b>		<b>Página</b>	2/2	
<b>Url De Verificación</b>	<a href="https://verifirma.alcobendas.org/?g37n1ScTWp9/ENOVld44IA==">https://verifirma.alcobendas.org/?g37n1ScTWp9/ENOVld44IA==</a>			

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**Intervención Titular del Órgano de Contabilidad y Presupuesto**
**INFORME:**


Victoria Eugenia Valle Núñez, Interventora Titular del Órgano de Contabilidad y Presupuesto del Ayuntamiento de Alcobendas, iniciado expediente de modificación presupuestaria mediante **GENERACIÓN DE CRÉDITO nº 4/2021**, por diligencia de incoación del Concejal Delegado de Economía y Hacienda de fecha 15 de julio de 2021, se emite el siguiente informe:

La dirección general de Informática solicita generación de crédito por un importe total de 77.842,50€ con motivo de la concesión de una subvención con cargo a programa financiado por la Unión Europea, relacionado con la tramitación electrónica dirigida a ciudadanos europeos, para la implantación informática para la integración al nodo eIDAS, a través de la Universidad de Valencia, con los siguientes datos:

El programa de este Ayuntamiento se denomina "Public administrations connecting to the Spanish eIDAS node (eID4Spain2020)" y fue aprobado por la Innovation and Networks Executive Agency (INEA) de la Comisión Europea. La referencia oficial del proyecto es: **2020-ES-IA-0025** y en el siguiente enlace se encuentra el listado de propuestas aprobadas en la convocatoria: [https://ec.europa.eu/inea/sites/inea/files/cefpub/1\\_en\\_annexe1\\_acte\\_autonome\\_part1\\_v2.pdf.pdf](https://ec.europa.eu/inea/sites/inea/files/cefpub/1_en_annexe1_acte_autonome_part1_v2.pdf.pdf)

CEF-TC-2020-1- eIdentification & eSignature	2020-ES-IA-0025	eID4Spain2020 Action: Public administrations connecting to the Spanish eIDAS node	Universitat de València (Estudi General)	327,420.00
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INFORME DE INTERVENCIÓN DE CONTABILIDAD Y PRESUPUESTOS nº 52/2021

<b>Código Seguro De Verificación</b>	6nPtudpmG54N81EjKR1BMQ==	<b>Estado</b>	<b>Fecha y hora</b>	
<b>Firmado Por</b>	Beatriz Rodriguez Puebla	Firmado	16/07/2021 13:33:41	
	Victoria Eugenia Valle Nuñez	Firmado	15/07/2021 13:35:55	
<b>Observaciones</b>		<b>Página</b>	1/4	
<b>Url De Verificación</b>	https://verifirma.alcobendas.org/?6nPtudpmG54N81EjKR1BMQ==			

### Intervención Titular del Órgano de Contabilidad y Presupuesto


Concesión de subvención por importe de 77.842,50 €, con cargo a programa financiado por la Unión Europea, para implantación informática en relación a la administración electrónica para la integración al nodo eIDAS, a través de la Universidad de Valencia, con los siguientes datos: Código: Agreement number: INEA/CEF/ICT/A2020/2271108 Action No: 2020-ES-IA-0025 Action No: 2020-ES-IA-0025

La subvención otorga el 75% de los costes elegibles, siendo estos de 103.790€. El 75% de 103.790€ son 77.842,5€ (CIC 60011). La subvención se realiza en aportaciones mediante transferencias al Ayto. (2021 y 2022). La primera del 60% en 2021 (ya ingresada, y la segunda del resto en 2022). Por tanto, la cantidad recibida ahora es el 60% del 75% de los costes elegibles, es decir  $77842,5 \text{ €} * 60\% = 46.705,5\text{€}$ . (CIR I 60015), siendo esta la cantidad que ya han transferido y se ha recibido por el Ayuntamiento.

Considerando que nos encontramos en situación de prórroga presupuestaria, conforme a Decreto de la Alcaldía nº 13503, de 22 de diciembre de 2020 y nº 13600, de 29 de diciembre de 2020, (rectificación de error aritmético), una vez se apruebe definitivamente el presupuesto de 2021 y con efectos de 1 de enero, los créditos en él incluidos tendrán la consideración de créditos iniciales.

Las modificaciones y ajustes efectuados sobre el Presupuesto prorrogado se entenderán hechas sobre el Presupuesto definitivo, salvo que el Pleno disponga en el propio acuerdo de aprobación de este último que determinadas modificaciones o ajustes se consideran incluidas en los créditos iniciales, en cuyo caso deberán anularse los mismos. Aprobado el Presupuesto definitivo, deberán efectuarse los ajustes necesarios para dar cobertura, en su caso, a las operaciones efectuadas durante la vigencia del Presupuesto prorrogado.

INFORME DE INTERVENCIÓN DE CONTABILIDAD Y PRESUPUESTOS nº 52/2021

<b>Código Seguro De Verificación</b>	6nPtudpmG54N81EjKR1BMQ==	<b>Estado</b>	<b>Fecha y hora</b>	
<b>Firmado Por</b>	Beatriz Rodriguez Puebla	Firmado	16/07/2021 13:33:41	
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<b>Observaciones</b>		<b>Página</b>	2/4	
<b>Url De Verificación</b>	<a href="https://verifirma.alcobendas.org/?6nPtudpmG54N81EjKR1BMQ==">https://verifirma.alcobendas.org/?6nPtudpmG54N81EjKR1BMQ==</a>			



### Intervención Titular del Órgano de Contabilidad y Presupuesto

En atención a lo expuesto anteriormente y comprobado el cumplimiento de los artículos 181 del TRLRHL y 43 a 46 del Real Decreto 500/1990, de 20 de abril, resulta adecuada la tramitación del expediente de modificación presupuestaria atendiendo a las normas exclusivamente presupuestarias, de cara a su aprobación por el órgano competente, Concejal Delegado de Hacienda, si bien respecto a la verificación del cumplimiento de los objetivos de estabilidad y de la regla de gasto no sería requisito previo necesario para la aprobación del expediente, sin perjuicio de la actualización trimestral a que se refiere la Orden HAP2105/2012, y las medidas que pudieran adoptarse como consecuencia de tal evaluación y que se contienen en la Ley Orgánica 2/2012 de 27 de abril de Estabilidad Presupuestaria y Sostenibilidad Financiera.


Asimismo, el expediente debe ser previamente informado por la Intervención, función de control previo permanente, de acuerdo con lo previsto en el art. 29.2, 32 y siguientes del Real Decreto 424/2017, de 28 de abril, artículo 4.1.b) 2º del Real Decreto 128/ 2018, de 16 de marzo, artículo 182 del TRLRHL y la citada Base de Ejecución del Presupuesto.

Comprobada la existencia formal del compromiso de aportación para financiar esta generación, dado que se cumplen los requisitos exigidos en el art. 181 del Texto Refundido de la Ley Reguladora de Haciendas Locales y arts. 43 y siguientes del R.D. 500/1990 y en la base de Ejecución nº 14 del Presupuesto, se informa favorablemente el expediente de **generación de crédito nº 4/2021 en el Ayuntamiento**, con el siguiente detalle:

#### **ESTADO DE INGRESOS**

49000	SUBV. FONDOS EUROPEOS UE/UNIVERSIDAD DE VALENCIA	77.842,50€
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INFORME DE INTERVENCIÓN DE CONTABILIDAD Y PRESUPUESTOS nº 52/2021

<b>Código Seguro De Verificación</b>	6nPtudpmG54N81EjKR1BMQ==	<b>Estado</b>	<b>Fecha y hora</b>	
<b>Firmado Por</b>	Beatriz Rodriguez Puebla	Firmado	16/07/2021 13:33:41	
	Victoria Eugenia Valle Nuñez	Firmado	15/07/2021 13:35:55	
<b>Observaciones</b>		<b>Página</b>	3/4	
<b>Url De Verificación</b>	<a href="https://verifirma.alcobendas.org/?6nPtudpmG54N81EjKR1BMQ==">https://verifirma.alcobendas.org/?6nPtudpmG54N81EjKR1BMQ==</a>			

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**Intervención Titular del Órgano de Contabilidad y Presupuesto**
**ESTADO DE GASTOS**

360	92008	14300	OTRO PERSONAL UE/UNIV. VALENCIA	58.381,88€
360	92008	16000	CUOTAS SOCIALES PROGRAMA UE/UNIVERSIDAD DE VALENCIA	19.460,62€
<i>Total:</i>				77.842,50€

Es todo cuanto se informa.


Alcobendas, a (la fecha de la firma)

*La Interventora Titular del Órgano de Contabilidad  
y Presupuesto.*

*Victoria Eugenia Valle Núñez*

*Conforme:  
La Interventora General  
Beatriz Rodríguez Puebla*

INFORME DE INTERVENCIÓN DE CONTABILIDAD Y PRESUPUESTOS nº 52/2021

<b>Código Seguro De Verificación</b>	6nPtudpmG54N81EjKR1BMQ==	<b>Estado</b>	<b>Fecha y hora</b>	
<b>Firmado Por</b>	Beatriz Rodríguez Puebla	Firmado	16/07/2021 13:33:41	
<b>Observaciones</b>	Victoria Eugenia Valle Núñez	Firmado	15/07/2021 13:35:55	
<b>Url De Verificación</b>	<a href="https://verifirma.alcobendas.org/?6nPtudpmG54N81EjKR1BMQ==">https://verifirma.alcobendas.org/?6nPtudpmG54N81EjKR1BMQ==</a>	<b>Página</b>	4/4	

Plazo De Ingreso	Código Emisor	Nº Liquidación	Identificación	Importe
<b>Ayuntamiento de ALCOBENDAS</b>				
<b>DECRETO</b>			<b>REGISTRO DE SALIDA</b>	
Nº: <b>10565</b> Fecha: 16/07/2021			Nº: Fecha:	
<b>DECRETO</b>				
Datos del Documento			Datos del Interesado	
Propuesta: 470785 Dependencia: S.G. CONTABILIDAD Y PRESUPUESTOS  Órgano Firmante: DELEG. ECONOMIA, HACIENDA, COORDINACIÓN, PLANIFICACIÓN, ORGANIZACIÓN Y CALIDAD Delegación por: Decreto Nº: 7519/2019			VARIOS INTERESADOS	

### **ASUNTO**

generacion de credito

### **RESUMEN**

GENERACIÓN DE CREDITO 04 2021

### **TEXTO DEL DECRETO**

#### **GENERACION DE CREDITO 04 2021**

La Dirección General de Informática solicita generación de crédito por un importe total de 77.842,50€ con motivo de la concesión de una subvención con cargo a programa financiado por la Unión Europea, relacionado con la tramitación electrónica dirigida a ciudadanos europeos, para la implantación informática para la integración al nodo eIDAS, a través de la Universidad de Valencia, con los datos que se indican a continuación.

El programa de este Ayuntamiento se denomina "Public administrations connecting to the Spanish eIDAS node (eID4Spain2020)" y fue aprobado por la Innovation and Networks Executive Agency (INEA) de la Comisión Europea. La referencia oficial del proyecto es: **2020-ES-IA-0025** y en el siguiente enlace se encuentra el listado de propuestas aprobadas en la convocatoria:

[https://ec.europa.eu/inea/sites/inea/files/cefpub/l\\_en\\_annexel\\_acte\\_autonome\\_part1\\_v2.pdf.pdf](https://ec.europa.eu/inea/sites/inea/files/cefpub/l_en_annexel_acte_autonome_part1_v2.pdf.pdf)

La subvención otorga el 75% de los costes elegibles, siendo estos de 103.790€. El 75% de 103.790€ son 77.842,5€. La subvención se realiza en aportaciones mediante transferencias al Ayto. (2021 y 2022). La primera del 60% en 2021 (ya ingresada, y la segunda del resto en 2022). Por tanto, la cantidad recibida ahora es el 60% del 75% de los costes elegibles, es decir  $77842,5 \text{ €} * 60\% = 46.705,5\text{€}$ , siendo esta la cantidad que ya han transferido y se ha recibido por el Ayuntamiento.

Comprobados los ingresos y/o la existencia formal del compromiso de aportación para financiar esta generación, dado que se cumplen los requisitos exigidos en el art. 181 del Texto Refundido de la Ley Reguladora de Haciendas Locales y arts. 43 y siguientes del R.D. 500/1990 y en la base de Ejecución nº 14 del Presupuesto, procede adoptar la siguiente resolución:

Aprobar la **generación de crédito nº 4/2021** con los siguientes datos:


#### **ESTADO DE INGRESOS**

49000	SUBV. FONDOS EUROPEOS UE/UNIVERSIDAD DE VALENCIA	77.842,50€
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Plazo De Ingreso	Código Emisor	Nº Liquidación	Identificación	Importe
<b>Ayuntamiento de ALCOBENDAS</b>				
<b>DECRETO</b>			<b>REGISTRO DE SALIDA</b>	
Nº: <b>10565</b>			Nº:	
Fecha: 16/07/2021			Fecha:	
<b>DECRETO</b>				
Datos del Documento			Datos del Interesado	
Propuesta: 470785 Dependencia: S.G. CONTABILIDAD Y PRESUPUESTOS  Órgano Firmante: DELEG. ECONOMIA, HACIENDA, COORDINACIÓN, PLANIFICACIÓN, ORGANIZACIÓN Y CALIDAD Delegación por: Decreto Nº: 7519/2019			VARIOS INTERESADOS	

### **ESTADO DE GASTOS**

360	92008	14300	OTRO PERSONAL UE/UNIV. VALENCIA	58.381,88€
360	92008	16000	CUOTAS SOCIALES PROGRAMA UE/UNIVERSIDAD DE VALENCIA	19.460,62€
<i>Total:</i>				77.842,50€

Código de Verificación Electrónico (CVE):4jJCufdY4oYzWgvmhZzatz2 Permite la verificación de la integridad de una copia de este documento electrónico en la dirección: <a href="https://verifirma.alcobendas.org/">https://verifirma.alcobendas.org/</a> El presente documento ha sido firmado electrónicamente conforme a lo previsto en el artículo 43 de la Ley 40/2015, de 1 de octubre, de Régimen Jurídico del Sector Público				
ID. FIRMA	4jJCufdY4oYzWgvmhZzatz2	FECHA	16/07/2021	
FIRMADO POR	ANGEL SANCHEZ SANGUINO (CONCEJAL DELEGADO) CELESTINO OLIVARES MARTIN (D.G. OFICINA JUNTA DE GOBIERNO/FEDATARIO)			

**EXCMO. AYUNTAMIENTO DE ALCOBENDAS**

Expediente de Modificación de Crédito

Período: 2021

**Ayuntamiento de  
ALCOBENDAS**

úmero 12021001397  
 Descripción GENERACION DE CREDITO04 2021 - SUBV. UE EIDAS. UNIVERSIDAD DE VALENCIA  
 Fecha 20/07/2021

**MODIFICACIÓN PRESUPUESTO DE GASTOS**

Variación	Per	Rem	Código Partida Descripción del documento	Descripción de la aplicación presupuestaria	Referencia	Importe
<b>CRÉDITOS GENERADOS POR INGRESOS</b>						
ALTA	2021		360/92008/16000 GENERACION DE CREDITO 04 2021 - 2020-ES-IA-0025	SEGURIDAD SOCIAL		19.460,6
ALTA	2021		360/92008/14300 GENERACION DE CREDITO 04 2021 - 2020-ES-IA-0025	OTRO PERSONAL UE - UNIV. VALENCIA		58.381,8
<b>TOTAL CRÉDITOS GENERADOS POR INGRESOS</b>						<b>77.842,5</b>
<b>TOTAL ALTA</b>						<b>77.842,5</b>
<b>Resumen</b>						
Total Altas para modificación						77.842,5
Total Cobertura para modificación						
<b>Diferencia</b>						<b>77.842,5</b>

**MODIFICACIÓN PRESUPUESTO DE INGRESOS**

Variación	Per	Código Concepto	Descripción del documento	Descripción de la aplicación presupuestaria	Referencia	Importe
<b>MODIFICACIONES DE PREVISIÓN DE INGRESOS EN AUMENTO</b>						
ALTA	2021	49000	GERNERACION DE CRÉDITO 04 2021	SUBVENCIONES FONDOS COMUNITARIOS (UNIÓN EUROPEA)		77.842,5
<b>TOTAL MODIFICACIONES DE PREVISIÓN DE INGRESOS EN AUMENTO</b>						<b>77.842,5</b>
<b>TOTAL ALTA</b>						<b>77.842,5</b>
<b>Resumen</b>						
Total aumento de Previsiones						77.842,5
Total disminución de Previsiones						
<b>Diferencia</b>						<b>77.842,5</b>

20 de Julio del 2021

FIRMA LA INTERVENTORA DE  
CONTABILIDAD Y PRESUPUESTO

A handwritten signature in blue ink is contained within a black rectangular box. The signature is stylized and appears to be a single character or a very short word. A long, thin blue line extends from the bottom left of the box across the page.

**MANDATE 2**

I, the undersigned,

Sergio Caballero Benito, General Director of Computing,

representing,

Ayuntamiento de Alcobendas (Alcobendas)

Public

Registration No 01280066

Plaza Mayor 1

28100 Alcobendas

Spain

VAT No ESP2800600E,

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No INEA/CEF/ICT/A2020/2271108 for the Action No 2020-ES-IA-0025 entitled "eID4Spain2020 Action: Public administrations connecting to the Spanish eIDAS node" with the Innovation and Networks Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Universitat de València (Estudi General) (UVEG)

Public

Registration No Decreto Nr 128/2004

Avenida Blasco Ibáñez 13

46010 Valencia

Spain

VAT No ESQ4618001D,

represented by M<sup>a</sup> Dolores Real, Vice Rector For Innovation and Transfer (hereinafter referred to as "the coordinator")

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

and

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

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

amounts corresponding to the beneficiary's participation in the action.

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

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

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

SIGNATURE

Sergio Caballero Benito, General Director of Computing

Done at Alcobendas, on

In duplicate in English





**Innovation and Networks Executive Agency**

Department C - Connecting Europe Facility (CEF)

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

**AGREEMENT No INEA/CEF/ICT/A2020/2271108**

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

on the one part,

**and**

**1. Universitat de València (Estudi General) (UVEG)**

Public

Registration No Decreto Nr 128/2004

Avenida Blasco Ibáñez 13

46010 Valencia

Spain

VAT No ESQ4618001D,

hereinafter referred to as "the coordinator", represented for the purposes of signature of this Agreement by Vice Rector For Innovation and Transfer, M<sup>a</sup> Dolores Real

and the following other beneficiaries:

2. Ajuntamento de Torrent (Torrent) - established in Spain

3. Ayuntamiento de Alcobendas (Alcobendas) - established in Spain

4. Diputación Provincial de Ourense (Ourense) - established in Spain

duly represented by the coordinator by virtue of the mandates included in Annex IV for the signature of this Agreement,

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

on the other part,

HAVE AGREED

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

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

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

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

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

**SPECIAL CONDITIONS****TABLE OF CONTENT**

- ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT
- ARTICLE 2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF THE ACTION
- ARTICLE 3 – MAXIMUM AMOUNT AND FORM OF THE GRANT
- ARTICLE 4 – ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS
- ARTICLE 5 – BANK ACCOUNT FOR PAYMENTS
- ARTICLE 6 – DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES
- ARTICLE 7 – ENTITIES AFFILIATED TO THE BENEFICIARIES
- ARTICLE 8 – IMPLEMENTING BODIES DESIGNATED BY THE BENEFICIARIES
- ARTICLE 9 – MONO-BENEFICIARY GRANT
- ARTICLE 10 – ADDITIONAL PROVISIONS ON REIMBURSEMENT OF COSTS DECLARED ON THE BASIS OF THE BENEFICIARY'S USUAL COST ACCOUNTING PRACTICES
- ARTICLE 11 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)
- ARTICLE 12 – OBLIGATION TO CONCLUDE AN INTERNAL CO-OPERATION AGREEMENT
- ARTICLE 13 – INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE
- ARTICLE 14 – INELIGIBILITY OF VALUE ADDED TAX
- ARTICLE 15 – SPECIAL PROVISIONS ON ELIGIBLE COSTS
- ARTICLE 16 – WAIVING OF THE OBLIGATION TO PROVIDE CERTIFICATES ON THE FINANCIAL STATEMENTS
- ARTICLE 17 – FINANCIAL SUPPORT TO THIRD PARTIES
- ARTICLE 18 – IMPLEMENTATION OF ACTION TASKS BY BENEFICIARIES NOT RECEIVING EU FUNDING
- ARTICLE 19 – SETTLEMENT OF DISPUTES WITH NON EU BENEFICIARIES
- ARTICLE 20 – BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS
- ARTICLE 21 – JOINT AND SEVERAL FINANCIAL LIABILITY FOR RECOVERIES
- ARTICLE 22 – IMPLEMENTATION OF ACTIVITIES NOT FINANCIALLY SUPPORTED UNDER THE AGREEMENT
- ARTICLE 23 – ELIGIBILITY OF VOLUNTEERS' WORK

## ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

The Commission has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the action entitled "**eID4Spain2020 Action: Public administrations connecting to the Spanish eIDAS node**" ("the action"), action number **2020-ES-IA-0025** as described in Annex I.

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

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

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

**2.2** The action shall run from 01/02/2021 ("the starting date") until 31/07/2022 ("the completion date").

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

The grant for the action shall be of a **maximum amount of EUR 327,420**.

The grant shall take the form of:

(a) the reimbursement of 75.00% of the eligible costs of the action ("reimbursement of eligible costs"), which are estimated at EUR 436,560 and which are:

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

(b) unit contribution: not applicable

(c) lump sum contribution: not applicable

(d) flat-rate contribution: not applicable

(e) financing not linked to costs: not applicable.

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

#### **4.1 Reporting periods and payments**

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

##### **4.1.1 Reporting periods**

The action is divided into the following reporting periods:

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

##### **4.1.2 Payments**

Upon entry into force of the Agreement, the Agency shall make the pre-financing payment of EUR 196,452 (one hundred ninety-six thousand four hundred fifty-two euros) to the coordinator in accordance with Article II.24.1.

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

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

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

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

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

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

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

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

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

Name of bank: BANCO SANTANDER, S.A.

Precise denomination of the account holder: Universitat de Valencia

Full account number (including bank codes): ES16 0049 1827 8122 1040 0038

BIC code: BSCHESMM

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

#### **6.1 Data controller**

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

Agency.

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

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

Innovation and Networks Executive Agency (INEA)  
 Department C - Connecting Europe Facility (CEF)  
 Unit C5 Telecommunications  
 W-910  
 B-1049 Brussels  
 Fax: +32(0)2 297 37 27  
 E-Mail address: INEA-CEF-ICT@ec.europa.eu

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

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

For Universitat de València (Estudi General):  
 Juan José Martínez Durá  
 Responsible for Research  
 C/ Catedrático José Beltrán 2, 46980 Paterna, Spain  
 E-mail address: Juan.Martinez-Dura@uv.es

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

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

## **ARTICLE 11 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS**

**(INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

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

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

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

Not applicable.

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

Not applicable.

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

By way of derogation from point (h) of Article II.19.2, amounts of value added tax (VAT) paid are not eligible for the following beneficiaries: Ajuntamento de Torrent, Ayuntamiento de Alcobendas and Diputación Provincial de Ourense.

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

Not applicable.

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

Not applicable.

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

Article II.11 is not applicable.

**ARTICLE 18 — IMPLEMENTATION OF ACTION TASKS BY BENEFICIARIES NOT RECEIVING EU FUNDING**

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

**ARTICLE 23 – ELIGIBILITY OF VOLUNTEERS' WORK**

Not applicable.

**SIGNATURES**

For the coordinator

For the Agency

M<sup>a</sup> Dolores Real

Andreas Boschen

Done at Valencia, on

Done at Brussels, on

In duplicate in English



## ANNEX I

### DESCRIPTION OF THE ACTION

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

The Action's objective is to connect public e-services provided by 3 Spanish public administrations (Ayuntamiento de Alcobendas, Diputación de Ourense, and Ajuntamento de Torrent) to the Spanish eIDAS node via CL@VE 2.0 in order to enable cross-border authentication in line with the eIDAS Regulation.

The eIDAS node service is available as a functionality incorporated into CL@VE 2.0 (the main Spanish e-government solution used by local, regional and national public electronic services to authenticate citizens). 3 Spanish public administrations of this Action are already connected to a previous version of the CL@VE platform (not linked to the eIDAS node). This Action will therefore adapt their solutions to connect to CL@VE 2.0 according to the new interfaces and requirements.

By the end of the Action, the e-services offered by these 3 public administrations will be made available in production environment for cross-border authentication (via eIDAS). Furthermore, all participants will disseminate the Action presenting the results reached for their e-government portals to the end users, other public administrations and EU level stakeholders.

The Action builds on the results of the CEF Action 2015-ES-IA-0087, which set up the link between Cl@ve and the eIDAS node, and CEF Actions 2018-ES-IA-0039 and 2019-ES-IA-0040 that connected other Spanish local and regional authorities.

The Action will support Spanish public authorities in meeting the requirements of the eIDAS Regulation and will facilitate access to Spanish public e-services for all EU citizens and businesses using their national eID, and thus ensure cross-border mobility and support and strengthen the Digital Single Market.

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

- I.2.1 Member State(s): Spain
- I.2.2 EEA country(ies): not applicable
- I.2.3 Third country(ies): not applicable

#### ARTICLE I.3 – ACTIVITIES

- I.3.1 Activities timetable

Activity number	Activity title	Indicative start date	Indicative end date	Milestone number
-----------------	----------------	-----------------------	---------------------	------------------

1	Project management	01/02/2021	31/07/2022	1, 2
2	Communication and dissemination	01/02/2021	31/07/2022	3, 4, 5
3	Requirement analysis and implementation plan	01/05/2021	30/09/2021	6
4	Connection of eGovernment Cloud Platforms to the Spanish eIDAS node	01/09/2021	30/04/2022	7, 8
5	Final validation and deployment of the eIdentification solutions	01/02/2022	30/06/2022	9, 10

### I.3.2 Activities description

#### **Activity 1: Project management**

The main objective of this activity is to ensure strategic and everyday management of the Action, as well as quality of the final results. It includes: application of quality assurance procedures, coordination of all technological aspects of the action, provision of the technical and administrative assistance to the beneficiaries on their reporting obligations and financial and contractual management of the Consortium.

The activity is composed of the following tasks:

Task 1.1: Administrative and financial management (Lead: UVEG; Contributors: All)

This task covers the overall planning, management, and coordination of the action in order to comply with the provisions in the Grant Agreement. It will also ensure cooperation with the funding agency. The Consortium Coordinator (UVEG) will make sure all beneficiaries agree and fulfil the Work Plan and will perform a financial and administrative follow-up.

Internal communication and project meetings will be held regularly to monitor the project progress and quality standards compliance accurately. Due to the current pandemic situation, the communication system will be electronic and no face-to-face meetings are planned (unless situation changes).

Task 1.2: Technical management (Lead: UVEG; Contributors: All)

UVEG will ensure technical coordination during the whole duration of the Action and will advise on the most efficient procedures. The Technical Manager from UVEG will supervise the technical work carried out in the related tasks. She/he will report about technical deviations from the project Work Plan and will continuously cooperate with the Consortium Coordinator. She/he will propose technical modifications and reallocation of resources, if necessary, for achieving the Action objectives. Finally, the technical manager will prepare necessary checklists, templates, instructions to organise the technical tasks. More specific technical support will be also provided as part of Activity 3 and 5.

Task 1.3: Internal Quality Assurance (Lead: UVEG)

One internal quality review will be carried out by UVEG to ensure that the beneficiaries complete all necessary tasks. UVEG will use a check-list for the control of milestones achievement and guarantee the correct project implementation. Key project deliverables will be peer-reviewed by experts from UVEG to assess compliance with the established quality standards.

## **Activity 2: Communication and dissemination**

The main objective of the activity is to promote the communication between the beneficiaries and the stakeholders and to disseminate the results to both national and European audiences. As part of this activity, a communication plan will be prepared and it will be followed by all beneficiaries in order to:

- (i) define procedures and tools for the internal communication among the beneficiaries;
- (ii) guide the beneficiaries to execute an efficient communication of the project objectives and results. That is, stimulating potential users' interest and ensuring a proper impact on the different target communities interested in using CEF eID, especially other regional administrations that would like to follow the example of this Action.

This activity includes the following tasks:

Task 2.1 - Project website implementation (Lead: UVEG; Contributors: All)

The official project website will be created by UVEG at the beginning of the Action. It will be used to publish key information about the project's progress and provide international visibility about eID4Spain2020 Action and beneficiaries. The individual dissemination actions performed by each beneficiary will also be shared at the project web site to inform other public entities about the outputs of eID4Spain2020 Action. This task includes also the use of social media tools for publicizing the outcomes of the Action, according to communication plan created under task 2.2.

Task 2.2 - Definition and execution of a Communication Plan (Lead: UVEG; Contributors: All)

This task consists in elaborating and executing the strategic communication plan of the Action. The communication plan will target end users (EU citizens and prospective users of those services), public entities (other municipalities or public authorities interested in making their e-services eIDAS compliant) and EU level stakeholders interested in the implementation the eID Building Block and the use of the e-services covered by the Action. Each beneficiary will promote their own activities to disseminate the Action and will report the evidence of their results to the Action's coordinator.

Task 2.3 - Webinar and workshops (Lead: UVEG; Contributors: ALL)

The participants will organise one online webinar and 3 workshops to disseminate the Action's results. The online webinar (to be organised by UVEG) will target mainly decision makers and technical manager of local, regional and national public bodies. Torrent, Ourense and Alcobendas will organize their local workshops to explain the use of their own portals by European Citizens. The workshops will be focused on both: a general public as well as the beneficiaries internal information managers.

## **Activity 3: Requirement analysis and implementation plan**

This activity will define the requirements and design the software implementation of the three regional authorities based on the documentation provided by Cl@ve Portal. This will include analysing the specific context of the three public organisations of the consortium and designing the necessary adaptation of their electronic services to allow the authentication of

European Citizens by using the eIDAS node. The result will be 3 Individual Reports (Alcobendas, Torrent, and Ourense) presenting the Solution Design and Implementation Plan. UVEG will review and validate these individual reports.

This activity includes the following tasks:

**Task 3.1 - Software Design and Implementation Plan (Lead: implementing entities)**

This task will analyse and design the implementation to be done by each regional administration connecting its electronic services to the Spanish eIDAS node by using Cl@ve 2.0. Moreover, this task aims to build consortium competence and knowledge regarding the technical specifications for the project implementation and its relation to the eIDAS Regulation. It involves close collaboration with all beneficiaries, clarifying all technical requirements of the connection to the Spanish eIDAS node through Cl@ve 2.0.

**Task 3.2 - Support to the consortium technicians (Lead: UVEG)**

The Technical Manager will guide the designated technicians from each beneficiary to define the solution design for each expected functionality compliant to the eID DSI. If necessary, the Technical Manager will contact the responsible experts of the Spanish eIDAS node and/or the CEF eID Building Block team to clarify doubts raised by the beneficiaries. UVEG will share examples of solutions designs from previous CEF Actions related to the connection of Spanish public local and regional authorities' electronic services to the Spanish eIDAS node. UVEG will also coordinate the participants to share useful knowledge regarding their technical solution designs, especially when facing similar issues.

Moreover, UVEG will provide a document template to prepare the individual reports from each implementation. UVEG will review the contents of the different drafts submitted by the beneficiaries, and will propose improvements to them until a quality document is obtained.

Each public administration will elaborate and submit to UVEG its Individual Implementation Plan.

#### **Activity 4: Connection of eGovernment Cloud Platforms to the Spanish eIDAS node**

This activity will adapt the eGovernment Cloud Platforms of 3 public authorities covered by this action ("Sede Electrónica" of Ayuntamiento de Alcobendas, Diputación de Ourense, Ajuntamento de Torrent) in order to connect them to the Spanish eIDAS node through Cl@ve 2.0 directly or using the ACCEDA tool with Cl@ve 2.0 capabilities.

All platforms unify and simplify electronic access to public services offered to the citizens. As a result of this activity, the platforms will be able to receive and process data sets from the eIDAS node coming from the authentication of European citizens with their nationally issued eIDs. All services available on these platforms (and which use Cl@ve) will be made accessible to EU/EEA citizens as they use common user authentication systems. The final results of the Action will be demonstrated through the selected services (as listed under each eGovernment Platforms below), which will also run conformance tests of Activity 5.

The following platforms (and their e-services) are covered by this Action:

1. "Sede Electrónica" of Ayuntamiento de Alcobendas.

The implementation of this Action will be demonstrated through the following e-services:

- General application;
- Census (Registration in town).

2. "Sede Electrónica" of Diputación de Ourense.

The implementation of this Action will be demonstrated through the following e-services:

- General Application;
- Presentation of documentation in files in process.

3. "Sede Electrónica" of Ajuntamento de Torrent.

The implementation of this Action will be demonstrated through the following e-services:

- General application.
- Census (Registration in town).

Although only two services have been selected for the tests, the Ayuntamiento de Alcobendas (City) offers more than 75 administrative procedures through its electronic site, the Diputación de Ourense (Province) more than 30 procedures and the Ajuntamento de Torrent more than 180 procedures, having electronic access to more than 87% of the total administrative procedures.

Task 4.1 - Cl@ve 2.0 interface

This task will analyse the CL@VE 2.0 interface specific for using the Spanish eIDAS node directly, or through the ACCEDA tool, based on signed SAML 2.0 tokens by each of the public authorities covered by this action. Necessary contacts with the central CL@VE support service will be established by each regional and local authority to exchange the certificates and to get authorization to use the Spanish eIDAS node, first in testing mode and later, after the final tests and before the end of this action, in the production environment.

Task 4.2 - Connection to Cl@ve 2.0

By using the technical requirements and the software designed prepared in activity 3, the local and regional authorities covered by this action will implement and test its connection to Cl@ve 2.0, profiting from the ACCEDA capabilities in some cases. It includes the implementation of the SAML requests and responses to be managed by the user authentication system of the public authorities covered by this action.

Task 4.3 - Adaptation of beneficiaries' Sedes Electronicas.

The services and procedures of eGovernment platforms of public authorities covered by this action will be adapted to receive the response from the Spanish eIDAS node (via CL@VE directly or through ACCEDA) and to authenticate the EU/EEA users. This task includes also the upgrade of the several electronic services to use the new user authentication system providing access to the European citizens.

Task 4.4 - Testing connection to Cl@ve 2.0

This task will execute the connection tests between the platforms used by each local and regional authority covered by this action (with the services covered by this action) and CL@VE 2.0. These tests will demonstrate the results reached and generate the specific technical implementation report. Once these tests confirm the correct connection to the eIDAS node, the conformance tests of Activity 5 will be carried out.

The implementation will be done separately by each public organisation.

### **Activity 5: Final validation and deployment of the eidentification solutions**

This activity will supervise the results obtained at the end of the implementations to guarantee the necessary quality of the Action. This activity also includes the development of the final tests to check both, the outcome of the implemented eID service between eIDAS node and each eGovernment Cloud Platform through Cl@ve 2.0. All e-services (with the eIDAS authentication) covered by the Action will go live by the end of the Action.

UVEG will review and validate the obtained results, and consolidate the main outputs of this Action in the Consortium Technical Report that will be submitted to INEA.

The tasks in this activity are:

Task 5.1 - Final eIdentification tests and Go-Live [Lead: UVEG; Contributors: All]

The selected electronic services for each public entity will be subjected to complete flow integration testing with Cl@ve 2.0 to guarantee the correct cross-border authentication in a production environment using nationally issued eIDs from different EU countries. Evidence of end user tests will be gathered and submitted to the coordinator for evaluation.

Task 5.2 - Successful eIdentification demonstration to and Technical Report [Lead: UVEG; Contributors: All]

A final validation of the Action by the eID DSI Owner as foreseen in milestone 10 (Validation by core service platform) will be performed under this task. For this purpose, a remote meeting will be organised during which the beneficiaries will demonstrate the cross-border authentication in the production environment in the systems/e-services covered by the Action (with the use of the eID schemes notified under eIDAS from 5 countries).

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

<b>Milestone number</b>	<b>Milestone description</b>	<b>Indicative completion date</b>	<b>Means of verification</b>
1	Project launched and guidelines for the beneficiaries are ready	31/03/2021	Project launch report and Project Management Guidelines. Minutes of the kick-off meeting sent to the funding Agency
2	Interim report on the state of play of the Action	30/11/2021	Interim report sent to the funding Agency
3	Action website is ready	30/04/2021	URL of the website to be provided to the funding Agency
4	Dissemination and Communication Plan ready	30/04/2021	Dissemination and Communication Plan

			approved by UVEG and sent to the funding Agency
5	Communication activities executed	31/07/2022	List of communication activities, Agenda, minutes of the webinars, attendance lists
6	Individual Implementation Plans: Individual Implementation Plans ready. Plans will include results of the requirements analysis and present the design of the implementation to be done by public entity.	30/09/2021	3 Individual Implementation Plans submitted to the funding Agency
7	Connection to Cl@ve 2.0 implemented by 3 public authorities	28/02/2022	Evidence of connection submitted to the funding Agency
8	Implementation finished by 3 public organisations: 3 implementation reports elaborated by 3 public entities, including the evidences of their respective successful implementation and deployment.	30/04/2022	Individual Technical Report submitted to the funding Agency
9	Consortium Technical Report	30/06/2022	Consortium Technical Report
10	eID DSI validation: The validation will check if the services integrated with the eIDAS node are operational and capable of allowing cross-border authentication from at least 5 Member States in a production environment	30/06/2022	Acceptance report by the eID DSI core service platform

## **ANNEX II**

### **GENERAL CONDITIONS**

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

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

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

The beneficiaries shall:

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

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

Each beneficiary shall:

- (a) inform the coordinator immediately of any events or circumstances likely to affect or delay the implementation of the action of which the beneficiary is aware;
- (b) inform the coordinator immediately of any change
  - (i) in its legal, financial, technical, organisational or ownership situation or of its affiliated entities;
  - (ii) in its name, address or legal representative or of its affiliated entities;
  - (iii) regarding the exclusion situations listed in Article 136 of Regulation (EU)2018/1046<sup>1</sup>, including for its affiliated entities.
- (c) submit in due time to the coordinator:
  - (i) the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;
  - (ii) all the necessary documents in the event of audits, checks or evaluation in accordance with Article II.27;
  - (iii) any other information to be provided to the Agency according to the Agreement, except where the Agreement requires that such information is submitted directly by

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

the beneficiary to the Agency.

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

The coordinator shall:

- (a) monitor that the action is implemented in accordance with the Agreement;
- (b) be the intermediary for all communications between the beneficiaries and the Agency, except where provided otherwise in the Agreement, and, in particular, the coordinator shall:
  - (i) immediately provide the Agency with the information related to
    - any change in the name, address, legal representative as well as in the legal, financial, technical, organisational or ownership situation of any of the beneficiaries or of its affiliated entities;
    - any events or circumstances likely to affect or delay the implementation of the action, of which the coordinator is aware;
    - any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046<sup>2</sup>, including for its affiliated entities.
  - (ii) bear responsibility for supplying all documents and information to the Agency which may be required under the Agreement, except where provided otherwise in the Agreement; this includes responsibility for submitting the deliverables identified in Annex I, in accordance with the timing and conditions set out in it; where information is required from the other beneficiaries, the coordinator shall bear responsibility for obtaining and verifying this information before passing it on to the Agency;
- (c) make the appropriate arrangements for providing any financial guarantees required under the Agreement;
- (d) establish the requests for payment in accordance with the Agreement;
- (e) ensure that all the appropriate payments are made to the other beneficiaries without unjustified delay;
- (f) bear responsibility for providing all the necessary documents in the event of checks and audits initiated before the payment of the balance, and in the event of evaluation in accordance with Article II.27.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE II.5 – CONFIDENTIALITY**

**II.5.1** The Agency and the beneficiaries shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Agreement and which are explicitly indicated in writing as confidential. It does not include information that is publicly available.

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

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

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

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

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

Any personal data included in the Agreement shall be processed by the Agency pursuant to Regulation (EU) No 2018/1725<sup>3</sup>.

<sup>3</sup> 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

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

The beneficiaries shall have the right of access, rectify or erase their own personal data and the right to restrict or, where applicable, the right to data portability or the right to object to data processing in accordance with Regulation (EU) 2018/1725. For this purpose, they must send any queries concerning the processing of their personal data to the data controller, identified in Article 6.1.

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

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

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

The beneficiary may grant its personnel access only to data that is strictly necessary for implementing, managing and monitoring the agreement. The beneficiary must ensure that the personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality.

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

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

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

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

Unless the Agency requests or agrees otherwise, any communication or publication related to

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

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

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

For the purposes of the first, second and third subparagraphs and under the conditions specified therein, the beneficiaries are exempted from the obligation to obtain prior permission from the Agency to use the European Union emblem.

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

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

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

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

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

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

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

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

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

The beneficiaries shall ensure that they or their affiliated entities have all the rights to use any

pre-existing rights during the implementation of the Agreement.

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

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

- (a) for its own purposes, and in particular, to make available to persons working for the Agency, Union institutions, other Union agencies and bodies and to Member States' institutions, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;
- (b) reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- (c) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;
- (d) distribution: the right to authorise any form of distribution of results or copies of the results to the public;
- (e) adaptation: the right to modify the results;
- (f) translation;
- (g) the right to store and archive the results in line with the document management rules applicable to the Agency, including digitalisation or converting the format for preservation or new use purposes;
- (h) where the results are documents, the right to authorise the reuse of the documents in conformity with Commission Decision 2011/833/EU of 12 December 2011 on the reuse of Commission documents if that Decision is applicable and if the documents fall within its scope and are not excluded by any of its provisions. For the sake of this provision, the terms 'reuse' and 'document' have the meanings given to them by Decision 2011/833/EU.

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

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

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

conditions."

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

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

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

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

**II.9.2** Beneficiaries acting in their capacity of 'contracting authorities' within the meaning of Directive 2014/24/EU<sup>4</sup> or any previous applicable Union legislation or 'contracting entities' within the meaning of Directive 2014/25/EU<sup>5</sup> or any previous applicable Union legislation must comply with the applicable national public procurement rules.

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

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

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

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

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

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

<sup>4</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC

<sup>5</sup> Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC



breaches any of its obligations under Article II.9.1, II.9.2, II.9.3 or II.9.4, the grant may be reduced in proportion to the seriousness of the breach of obligations.

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

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

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

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

**II.10.3** Beneficiaries acting in their capacity of 'contracting authorities' within the meaning of Directive 2014/24/EU<sup>6</sup> or any previous applicable Union legislation or contracting entities within the meaning of Directive 2014/25/EU<sup>7</sup> or any previous applicable Union legislation must comply with the applicable national public procurement rules.

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

<sup>6</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC

<sup>7</sup> Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC

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

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

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

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

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

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

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

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

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

- (a) the eligibility and award criteria;

- (b) the amount of the prize;
- (c) the payment arrangements;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The assignment shall only be enforceable against the Agency if it has accepted the assignment on the basis of a written and reasoned request to that effect made by the coordinator on behalf of the beneficiaries.

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

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

## **ARTICLE II.14 – FORCE MAJEURE**

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

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

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

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

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

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

The coordinator, on behalf of the beneficiaries, may suspend the implementation of the action or any part thereof, if exceptional circumstances make such implementation impossible or

excessively difficult, in particular in the event of *force majeure*. The coordinator shall inform the Agency without delay, giving the reasons for suspension, including details about the date or period when the exceptional circumstances occurred and the expected date of resumption.

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

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

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

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

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

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

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

implementation or, in the case referred to in point (c) of Article II.15.2.1, the indicative date of completion of the necessary verification.

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

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

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

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

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

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

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

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

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

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

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

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

before the termination is due to take effect.

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

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

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

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

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

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

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

- (a) if a change to the beneficiary's legal, financial, technical, organisational or ownership situation or a change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, is likely to affect the implementation of the Agreement substantially, calls into question the decision to award the grant;
- (b) if, following the termination of the participation of any one or several beneficiaries, the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;

- (c) if the beneficiaries, any related person as defined in the second subparagraph or any natural person who is essential for the award or for the implementation of the agreement have committed serious breach of obligations, including improper implementation of the action as specified in Annex I;
- (d) in the event of *force majeure*, notified in accordance with Article II.14, or in the event of suspension by the coordinator as a result of exceptional circumstances, notified in accordance with Article II.15, where resuming the implementation is impossible or where the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (e) if a beneficiary or a natural or legal person that assumes unlimited liability for the debts of that beneficiary:
  - i. is declared bankrupt, is subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a Court, has entered into an agreement with creditors, has suspended business activities or is in any analogous situation arising from a similar procedure provided for under the Union or national law;
  - ii. is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- (f) if a beneficiary or any related person, or any natural person who is essential for the award or for the implementation of the agreement has committed:
  - i. grave professional misconduct proven by any means;
  - ii. fraud;
  - iii. corruption;
  - iv. conduct related to criminal organisations;
  - v. money laundering;
  - vi. terrorism-related crimes (including terrorism financing);
  - vii. child labour or other offences concerning trafficking of human beings;
- (g) if a beneficiary or any related person or any natural person who is essential for the award or for the implementation of the agreement has created an entity under a different jurisdiction with the intend to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;
- (h) a beneficiary or any related person or any natural person who is essential for the award or for the implementation of the agreement has been created with the intend referred to in point (g) ;
- (i) if the Agency has evidence that a beneficiary or any related person, or any natural person who is essential for the award or for the implementation of the agreement, has committed irregularities, fraud or breach of obligations



in the award procedure or in the implementation of the Agreement, including in the event of submission of false information or failure to submit required information;

- (j) if the Agency has evidence that a beneficiary has committed systemic or recurrent irregularities, fraud or serious breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those irregularities, fraud or breach of obligations have a material impact on this grant;
- (k) following an evaluation of the progress of the project, in particular in the event of major delays in the implementation of the action;
- (l) if the action has not started within two years of the starting date set out in Article 2.2 or, for grants for studies, if the action has not started within one year of the starting date set out in Article 2.2;
- (m) not applicable;
- (n) not applicable;
- (o) if the Agency has sent a beneficiary, through the coordinator, a formal notification asking it to end the participation of its affiliated entity because that entity is in a situation provided for in points (e) to (j) and that beneficiary has failed to request an amendment ending the participation of the entity and reallocating its tasks.

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

For the purposes of points (f), (i) and (j), "fraud" shall mean any intentional act or omission affecting the Union's financial interests relating to the use or presentation of false, incorrect or incomplete statements or documents, to non-disclosure of information in violation of a specific obligation.

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

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

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

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

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

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

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

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

**II.16.4.1** Where the Agreement is terminated, payments by the Agency shall be limited to the amount determined in accordance with Article II.25 on the basis of the eligible costs incurred by the beneficiaries and the actual level of implementation of the action on the date when the termination takes effect. Costs relating to current commitments, which are not due for execution until after the termination, shall not be taken into account. The coordinator shall have 60 days from the date when the termination of the Agreement takes effect, as provided for in Articles II.16.1 and II.16.3.2, to produce a request for payment of the balance in accordance with Article II.23.2. If no request for payment of the balance is received within this time limit, the Agency shall not reimburse or cover any costs or contributions which are not included in a financial statement approved by it or which are not justified in a technical report approved by it. In accordance with Article II.26, the Agency shall recover any amount already paid, if its use is not substantiated by the technical reports and, where applicable, by the financial statements approved by the Agency.

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

- (i) a proposal to reallocate the tasks of the beneficiary or beneficiaries concerned by the termination; and
- (ii) if necessary, the addition of one or more new beneficiaries to succeed

the beneficiary or beneficiaries concerned in all their rights and obligations under the Agreement.

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

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

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

The beneficiary concerned shall submit to the coordinator a technical report and, where applicable, a financial statement covering the period from the end of the last reporting period according to Article 4.1.1 for which a report has been submitted to the Agency to the date on which the termination takes effect. The technical report and the financial statement shall be submitted in due time to allow the coordinator to draw up the corresponding payment request. Only activities undertaken before the date when the termination takes effect or the end date of the implementation period as specified in Article 2.2, whichever is the earliest, must be taken into account. Where the grant takes the form of reimbursement of costs actually incurred as provided for in Article 3(a)(i), only those costs incurred by the beneficiary concerned up to the date when termination of its participation takes effect shall be reimbursed or covered by the grant. Costs relating to current commitments, which were not due for execution until after the termination, shall not be taken into account. The request for payment for the beneficiary concerned shall be included in the next payment request submitted by the coordinator in accordance with the schedule laid down in Article 4.

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

- (a) there shall be no additional time period from the date when the termination of the Agreement takes effect for the coordinator to produce a request for payment of the balance in accordance with Article II.23.2; and
- (b) the Agency shall not reimburse or cover any costs incurred by the beneficiaries up to the date of termination or up to the end of the period set out in Article 2.2, whichever is the earlier, which are not included in a financial statement approved by it or which are not justified in a technical report approved by it.

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

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

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

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

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

#### **ARTICLE II.17 – NOT APPLICABLE**

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

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

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

**II.18.3** By virtue of Article 299 TFEU, for the purposes of recoveries within the meaning of Article II.26, the Commission may adopt an enforceable decision to impose pecuniary obligations on persons other than States. An action may be brought against such decision before the General Court of the European Union pursuant to Article 263 TFEU.

## **PART B – FINANCIAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) excessive or reckless expenditure;

(k) deductible VAT;

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

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

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

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

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

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

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

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

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

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



statements, to prove the amount declared as lump sum.

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

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

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

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

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

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

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

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

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

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

Where, in accordance with Article 3(e), the grant takes the form of the reimbursement of financing not linked to costs, the beneficiary must declare as eligible costs or as requested contribution the global amount specified in Article 3(e), subject to the proper implementation of the corresponding tasks or part of the action as described in Annex I.

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

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

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

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

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

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

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

The beneficiaries may not however:

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

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

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

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

Not applicable.

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

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

This request shall be accompanied by the following documents:

- (a) an interim report (“interim technical report”) or, for the payment of the balance, a final report on implementation of the action (“final technical report”), drawn up in accordance with Annex V; the interim or final technical report must contain the information needed to justify the eligible costs declared or the contribution requested on the basis of financing not linked to costs, unit costs/contribution and lump sums where the grant takes the form of the reimbursement of financing not linked to costs, unit or lump sum costs or of a financing not linked to costs, unit or lump sum contribution in accordance with Article 3(a)(ii), (iii), (b) or (c) or (e), as well as information on subcontracting as referred to in Article II.10.2(d);
- (b) an interim financial statement (“interim financial statement”) or, for the payment of the

balance, a final financial statement (“final financial statement”); the interim or final financial statements must include a consolidated statement as well as a breakdown of the amounts claimed by each beneficiary, its affiliated entities and implementing bodies; they must be drawn up in accordance with the structure of the estimated budget set out in Annex III and with Annex VI and detail the amounts for each of the forms of grant set out in Article 3 for the reporting period concerned;

- (c) only for the payment of the balance, a summary financial statement (“summary financial statement”); this statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by each beneficiary, its affiliated entities and its implementing bodies, aggregating the financial statements already submitted previously and indicating the receipts referred to in Article II.25.3 for each beneficiary, its affiliated entities and its implementing bodies; it must be drawn up in accordance with Annex VI;
- (d) not applicable;
- (e) unless the Special Conditions provide otherwise, a certificate on the financial statements and underlying accounts (‘certificate on the financial statements’) for each beneficiary, each affiliated entity and each implementing body, if:
  - (i) the cumulative amount of payments the beneficiary requests as reimbursement of actual costs as referred to in Article 3(a)(i) (and for which no certificate has yet been submitted) is EUR 325 000 or more;
  - (ii) the maximum grant amount indicated for that beneficiary, its affiliated entities and implementing bodies in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

This certificate shall be produced by an approved external auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII. It shall certify that the costs declared in the interim or final financial statement by the beneficiary concerned, its affiliated entities or and its implementing bodies for the categories of costs reimbursed in accordance with Article 3(a)(i) are real, accurately recorded and eligible in accordance with the Agreement. In addition, for the payment of the balance, it shall certify that all the receipts referred to in Article II.25.3 have been declared.

The coordinator shall certify that the information provided in the request for interim payment or for payment of the balance is full, reliable and true. It shall also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27. In addition, for the payment of the balance, it shall certify that all the receipts referred to in Article II.25.3 have been declared.

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

Where the coordinator has failed to submit a request for interim payment or payment of the balance accompanied by the documents referred to above by the deadline set out in Article II.23.2 and where the coordinator still fails to submit such a request within 60 days following a written reminder sent by the Agency, the Agency reserves the right to terminate

the Agreement in accordance with Article II.16.3.1(c), with the effects described in the third and the fourth subparagraphs of Article II.16.4.1.

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

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

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

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

Where no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion shall be made at the average of the monthly accounting rates established by the Commission and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)), determined over the corresponding reporting period.

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

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

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

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

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

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

is made in the form of a debit note, three months after the debit note is notified to the coordinator. The Agency shall release the guarantee within the following month.

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

## **II.24.2 Interim payments**

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

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

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

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

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

concerned reporting period and the corresponding beneficiaries, affiliated entities and implementing bodies.

- (v) where, in accordance with Article 3(e), the grant takes the form of financing not linked to costs, the Agency applies financing not linked to costs specified in that Article for the corresponding beneficiaries, affiliated entities and implementing bodies if it finds that the conditions specified in Annex I are fulfilled and/or the results specified in Annex I are achieved during the concerned reporting period.
- (b) the amount obtained in accordance with point (a) shall be limited to the difference between the ceiling for pre-financing and interim payments set out in Article 4.1.3 and the total amount of the pre-financing and interim payments already made.

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

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

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

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

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

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

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

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

Suspension shall take effect on the date when notification is sent by the Agency. The remaining payment period shall start to run again from the date on which the requested

information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension exceeds two months, the coordinator may request a decision by the Agency on whether the suspension is to be continued.

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

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

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

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

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

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

If no observations have been submitted or if, despite the observations submitted by the coordinator, the Agency decides to pursue the procedure of payment



suspension, it may suspend payments by formally notifying the coordinator, specifying the reasons for the suspension and, in the cases referred to in points (a), (b) and (d) of Article II.24.5.1, the definitive conditions for resuming payments or, in the case referred to in point (c) of Article II.24.5.1, the indicative date of completion of the necessary verification.

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

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

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

During the period of suspension of payments and without prejudice to the right to suspend the implementation of the action in accordance with Article II.15.1 or to terminate the Agreement or the participation of a beneficiary in accordance with Article II.16.1 and Article II.16.2, the coordinator is not entitled to submit any requests for payments or, where the suspension concerns the pre-financing payments or interim payments for one or several beneficiaries only, any requests for payments and supporting documents relating to the participation of the concerned beneficiary or beneficiaries in the action.

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

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

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

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

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

The first subparagraph shall not apply where all beneficiaries are Member States of the

Union, including regional and local government authorities and other public bodies acting in the name and on behalf of the Member State for the purpose of this Agreement.

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

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

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

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

Payments by the Agency shall be made in euro.

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

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

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

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

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

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

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

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

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

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

- (a) where, in accordance with Article 3(a), the grant takes the form of the reimbursement of eligible costs actually incurred, the amount obtained by application of the reimbursement rate(s) specified in that Article to the eligible costs of the action approved by the Agency for the corresponding categories of costs, beneficiaries, affiliated entities and implementing bodies;
- (b) where, in accordance with Article 3(b), the grant takes the form of a unit contribution, the amount obtained by multiplying the unit contribution specified in that Article by the actual number of units approved by the Agency for the corresponding beneficiaries, affiliated entities and implementing bodies;
- (c) where, in accordance with Article 3(c), the grant takes the form of a lump sum contribution, the lump sum specified in that Article for the corresponding beneficiaries, affiliated entities and implementing bodies, subject to approval by the Agency of the proper implementation of the corresponding tasks or part of the action in accordance with Annex I;
- (d) where, in accordance with Article 3(d), the grant takes the form of a flat-rate contribution, the amount obtained by applying the flat rate referred to in that Article to the eligible costs or to the contribution accepted by the Agency for the corresponding beneficiaries, affiliated entities and implementing bodies;
- (e) where, in accordance with Article 3(e), the grant takes the form of a financing not linked to costs, the amount specified in that Article for the corresponding beneficiaries, affiliated entities and implementing bodies if it finds that the conditions specified in Annex I were fulfilled and/or the results specified in Annex I were achieved.

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

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

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

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

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

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

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

the amount of volunteers' work approved by the Agency.

### **II.25.3 Reduction due to the no-profit rule**

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

The profit must be calculated as follows:

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

{ receipts of the action

minus

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

The receipts of the action are calculated as follows:

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

plus

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

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

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

- (b) If the amount calculated under point (a) is positive, this amount will be deducted from the amount calculated following Articles II.25.1 and II.25.2 in proportion to the final rate of reimbursement of the actual eligible costs of the action approved by the Agency for the categories of costs referred to in Article 3.

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

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

The amount of the reduction will be proportionate to the degree to which the action has been

implemented improperly or to the seriousness of the breach.

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

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

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

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

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

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

## **ARTICLE II.26 – RECOVERY**

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

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

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

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

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

not been the final recipient of the amount due.

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

For that purpose, the Agency shall:

(a) where, in accordance with Article 3(a), the grant takes the form of the reimbursement of eligible costs:

(i) identify the beneficiaries for which the amount calculated as follows is negative:

$\{\{\{\}$  {Beneficiary's costs (including the costs of its affiliated entities and implementing bodies if applicable) declared in the final financial statement and approved by the Agency multiplied by the reimbursement rate(s) set out in Article 3(a) for the beneficiary concerned}

divided by

the amount calculated according to Article II.25.1}

multiplied by

the final grant amount calculated according to Article II.25},

minus

the pre-financing and interim payments received by the beneficiary}

(ii) formally notify to each beneficiary identified according to point (i) a debit note specifying the terms and date for payment. The amount of the debit note shall be calculated as follows:

$\{$  {amount calculated according to point (i) for the beneficiary concerned

divided by

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

multiplied by

the amount set out in the debit note formally notified to the coordinator }

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

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

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

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

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

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

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

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

- (a) specifying the amount due (including any amount unduly paid by the Agency as a contribution towards the costs incurred by its affiliated entities or its implementing bodies) and the reasons for recovery;
- (b) inviting the beneficiary concerned or the coordinator to make any observations within a specified period.

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

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

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

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

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

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

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

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

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

Bank charges incurred in connection with the recovery of the sums owed to the Agency shall be borne by the beneficiary concerned except where Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC applies.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

In case the beneficiary concerned does not comply with the obligations set out in the first and

second subparagraphs, the Commission or the Agency may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any financing not linked to costs, unit lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

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

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

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

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

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any financing not linked to costs, unit lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

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

On the basis of the findings made during the audit, a provisional report (“draft audit report”) shall be drawn up. It shall be sent by the Commission or the Agency or its authorised representative to the beneficiary concerned, which shall have 30 days from the date of receipt to submit observations. The final report (“final audit report”) shall be sent to the beneficiary concerned within 60 days of expiry of the time limit for submission of observations.

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

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

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

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

## obligations

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

- (a) the beneficiary is found, on the basis of an audit of other EU or Euratom grants awarded to it under similar conditions, to have committed systemic or recurrent irregularities, fraud or breach of obligations that have a material impact on this grant; and
- (b) the final audit report containing the findings of the systemic or recurrent irregularities, fraud or breach of obligations is formally received by the beneficiary, together with the list of grants affected by the findings, within the period referred to in Article II.27.1.

The extension of findings may lead to:

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

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

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

The formal notification must include:

- (i) an invitation to submit observations on the list of grants affected by the findings;
- (ii) a request to submit revised financial statements for all grants affected;
- (iii) where possible, the correction rate for extrapolation established by the Commission or the Agency to calculate the amounts to be rejected on the basis of the systemic or recurrent irregularities, fraud or breach of obligations, if the beneficiary concerned:
  - considers that the submission of revised financial

statements is not possible or practicable; or  
 - will not submit revised financial statements.

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

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

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

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

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

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

In the case of systemic or recurrent irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs declared by the beneficiary and approved by the Commission or the Agency or on the basis of the revised eligible costs after extrapolation, and the total amount paid to the beneficiaries under the Agreement for the implementation of the action;

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

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

The beneficiary concerned shall have 60 days from the date of receipt of the

notification to submit observations and to propose a duly substantiated alternative flat rate.

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

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

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

#### **II.27.8 Right of OLAF**

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

By virtue of Council Regulation (Euratom, EC) No 2185/96<sup>8</sup> of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EU, Euratom) No 883/2013<sup>9</sup> of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities.

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

#### **II.27.9 Right of the European Court of Auditors and EPPO**

The European Court of Auditors and the European Public Prosecutor's Office established by Council Regulation (EU) 2017/1939<sup>10</sup> ('the EPPO') have the same rights as the Agency and the Commission, notably right of access, for the purpose of checks, audits and investigations.

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

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

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

**ANNEX III**  
**ESTIMATED BUDGET OF THE ACTION**

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

Financing sources	Amount of financial contribution to the action eligible costs (EUR)	Amount of financial contribution to the action eligible costs (EUR)	Amount of financial contribution to the action eligible costs (EUR)	Amount of financial contribution to the action eligible costs (EUR)
	UVEG	Torrent	Alcobendas	Ourense
<b>1. CEF-Telecom financing</b>	93,893	77,843	77,843	77,843
<b>2. Beneficiary's own resources</b>	31,299	25,947	25,947	25,947
<b>3. State budget(s)</b>	0	0	0	0
<b>4. Regional/ local budget(s)</b>	0	0	0	0
<b>5. Income generated by the action</b>	0	0	0	0
<b>6. Other sources</b>	0	0	0	0
<b>TOTAL</b>	125,192	103,790	103,790	103,790

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

	Direct eligible costs				Indirect eligible costs	Total eligible costs	Estimated CEF contribution
	Personnel costs	Subcontracting costs	Other costs	Total			
<b>Activity 1</b>	<b>39,500</b>	<b>0</b>	<b>0</b>	<b>39,500</b>	<b>2,765</b>	<b>42,265</b>	<b>31,698.75</b>
UVEG	36,500	0	0	36,500	2,555	39,055	29,291.25
Torrent	1,000	0	0	1,000	70	1,070	802.5
Alcobendas	1,000	0	0	1,000	70	1,070	802.5
Ourense	1,000	0	0	1,000	70	1,070	802.5
<b>Activity 2</b>	<b>24,500</b>	<b>0</b>	<b>0</b>	<b>24,500</b>	<b>1,715</b>	<b>26,215</b>	<b>19,661.25</b>
UVEG	18,500	0	0	18,500	1,295	19,795	14,846.25
Torrent	2,000	0	0	2,000	140	2,140	1,605
Alcobendas	2,000	0	0	2,000	140	2,140	1,605
Ourense	2,000	0	0	2,000	140	2,140	1,605
<b>Activity 3</b>	<b>77,500</b>	<b>0</b>	<b>0</b>	<b>77,500</b>	<b>5,425</b>	<b>82,925</b>	<b>62,193.75</b>
UVEG	32,500	0	0	32,500	2,275	34,775	26,081.25
Torrent	15,000	0	0	15,000	1,050	16,050	12,037.5
Alcobendas	15,000	0	0	15,000	1,050	16,050	12,037.5
Ourense	15,000	0	0	15,000	1,050	16,050	12,037.5
<b>Activity 4</b>	<b>222,000</b>	<b>0</b>	<b>0</b>	<b>222,000</b>	<b>15,540</b>	<b>237,540</b>	<b>178,155</b>
Torrent	74,000	0	0	74,000	5,180	79,180	59,385
Alcobendas	74,000	0	0	74,000	5,180	79,180	59,385
Ourense	74,000	0	0	74,000	5,180	79,180	59,385
<b>Activity 5</b>	<b>44,500</b>	<b>0</b>	<b>0</b>	<b>44,500</b>	<b>3,115</b>	<b>47,615</b>	<b>35,711.25</b>

<b>UVEG</b>	<b>29,500</b>	<b>0</b>	<b>0</b>	<b>29,500</b>	<b>2,065</b>	<b>31,565</b>	<b>23,673.75</b>
<b>Torrent</b>	<b>5,000</b>	<b>0</b>	<b>0</b>	<b>5,000</b>	<b>350</b>	<b>5,350</b>	<b>4,012.5</b>
<b>Alcobendas</b>	<b>5,000</b>	<b>0</b>	<b>0</b>	<b>5,000</b>	<b>350</b>	<b>5,350</b>	<b>4,012.5</b>
<b>Ourense</b>	<b>5,000</b>	<b>0</b>	<b>0</b>	<b>5,000</b>	<b>350</b>	<b>5,350</b>	<b>4,012.5</b>
<b>TOTAL</b>	<b>408,000</b>	<b>0</b>	<b>0</b>	<b>408,000</b>	<b>28,560</b>	<b>436,560</b>	<b>327,420</b>
<b>UVEG</b>	<b>117,000</b>	<b>0</b>	<b>0</b>	<b>117,000</b>	<b>8,190</b>	<b>125,190</b>	<b>93,892.5</b>
<b>Torrent</b>	<b>97,000</b>	<b>0</b>	<b>0</b>	<b>97,000</b>	<b>6,790</b>	<b>103,790</b>	<b>77,842.5</b>
<b>Alcobendas</b>	<b>97,000</b>	<b>0</b>	<b>0</b>	<b>97,000</b>	<b>6,790</b>	<b>103,790</b>	<b>77,842.5</b>
<b>Ourense</b>	<b>97,000</b>	<b>0</b>	<b>0</b>	<b>97,000</b>	<b>6,790</b>	<b>103,790</b>	<b>77,842.5</b>



**ANNEX IV**  
**MANDATE 1**

I, the undersigned,

Manuel Herrero Más, Head of Service for Technological Modernisation and Computing,  
representing,

Ajuntamento de Torrent (Torrent)

Public

CALLE RAMON Y CAJAL 1

46900 Torrent

Spain

VAT No ESP4624600E,

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No INEA/CEF/ICT/A2020/2271108 for the Action No 2020-ES-IA-0025 entitled "eID4Spain2020 Action: Public administrations connecting to the Spanish eIDAS node" with the Innovation and Networks Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Universitat de València (Estudi General) (UVEG)

Public

Registration No Decreto Nr 128/2004

Avenida Blasco Ibáñez 13

46010 Valencia

Spain

VAT No ESQ4618001D,

represented by M<sup>a</sup> Dolores Real, Vice Rector For Innovation and Transfer (hereinafter referred to as "the coordinator")

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

and

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

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

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

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

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

SIGNATURE

Manuel Herrero Más, Head of Service for Technological Modernisation and Computing

Done at Torrent, on

In duplicate in English

**MANDATE 2**

I, the undersigned,

Sergio Caballero Benito, General Director of Computing,

representing,

Ayuntamiento de Alcobendas (Alcobendas)

Public

Registration No 01280066

Plaza Mayor 1

28100 Alcobendas

Spain

VAT No ESP2800600E,

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No INEA/CEF/ICT/A2020/2271108 for the Action No 2020-ES-IA-0025 entitled "eID4Spain2020 Action: Public administrations connecting to the Spanish eIDAS node" with the Innovation and Networks Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Universitat de València (Estudi General) (UVEG)

Public

Registration No Decreto Nr 128/2004

Avenida Blasco Ibáñez 13

46010 Valencia

Spain

VAT No ESQ4618001D,

represented by M<sup>a</sup> Dolores Real, Vice Rector For Innovation and Transfer (hereinafter referred to as "the coordinator")

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

and

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

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amounts corresponding to the beneficiary's participation in the action.

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

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

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

SIGNATURE

Sergio Caballero Benito, General Director of Computing

Done at Alcobendas, on

In duplicate in English

**MANDATE 3**

I, the undersigned,

José Manuel Baltar Blanco, Presidente,

representing,

Diputación Provincial de Ourense (Ourense)

Public

Registration No N/A

Rúa Progreso 32

32003 Ourense

Spain

VAT No ESP3200000B,

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No INEA/CEF/ICT/A2020/2271108 for the Action No 2020-ES-IA-0025 entitled "eID4Spain2020 Action: Public administrations connecting to the Spanish eIDAS node" with the Innovation and Networks Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Universitat de València (Estudi General) (UVEG)

Public

Registration No Decreto Nr 128/2004

Avenida Blasco Ibáñez 13

46010 Valencia

Spain

VAT No ESQ4618001D,

represented by M<sup>a</sup> Dolores Real, Vice Rector For Innovation and Transfer (hereinafter referred to as "the coordinator")

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

and

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

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

amounts corresponding to the beneficiary's participation in the action.

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

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

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

SIGNATURE

José Manuel Baltar Blanco, Presidente

Done at Ourense, on

In duplicate in English

**ANNEX V**  
**MODEL TECHNICAL REPORT(S)**

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

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

**ANNEX VI**  
**MODEL FINANCIAL STATEMENT(S)**

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

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

## ANNEX VII

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

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

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

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

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