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Grant Agreement



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EUROPEAN COMMISSION

DIRECTORATE-GENERAL FOR MOBILITY AND TRANSPORT

Directorate C - Land

**The Director**

**GRANT AGREEMENT**

**Grant agreement - Technical Assistance for the development and collection of Road safety Key Performance Indicators (KPI) - MOVE/C2/SUB/2022-54/CEF/TA/SI2.892654**

PREAMBLE

This **Agreement** (‘the Agreement’) is **between** the following parties:

**on the one part,**

the **European Union** (‘EU’), represented by the European Commission (‘European Commission’ or ‘granting authority’),

**and**

**on the other part,**

1. ‘the coordinator’:

SWOV (Institute for Road Safety Research), PIC 997993231, Bezuidenhoutseweg 62, 12509 AC, P.O.Box 193113, 2594 AW Den Haag, The Netherlands,

and the following other beneficiaries, which are represented for the signature of the Agreement by the coordinator on the basis of the signed mandates:

1. BMK (Federal Ministry for Climate Action, Environment, Energy, Mobility, Innovation and Technology), PIC 999633695, Radetzkystrasse 2,1030 Vienna, Austria,
2. VIAS (Vias institute), PIC 996872590, Haachtsesteenweg 1405, 1130 Brussels, Belgium,
3. BGSARS (State Agency Road Safety), 16 Světa Nedelya Sq, fl. 5, 1000 Sofia, Bulgaria,
4. FPZ (University of Zagreb Faculty of Transport and Traffic Sciences), PIC 989482063, Vukeliceva 4, 10000 Zagreb, Croatia,
5. MTCW (Ministry of Transport, Communications and Works), PIC 958850433, Strovolos Ave. 165, 2048 Strovolos, Nicosia, Cyprus,
6. CDV (Centrum dopravního výzkumu, v.v.i.), PIC 999450171, Líšeňská 33A, 636 00 Brno, Czech Republic,

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1. DRD (Danish Road Directorate), PIC 998722768, Carsten Niebuhrs Gade 43, 1577 Copenhagen V, Denmark,
2. VTT (Teknologian tutkimuskeskus VTT Oy), PIC 932760440, Tekniikantie 21, P.O. Box 1000, 02044 VTT, Espoo, Finland,
3. DSR (Délégation á la Sécurité Routiěre), PIC 999823136, Place Beauvau, 75800 Paris, France,
4. BAST (Federal Highway Research Institute), PIC 999606729, Bruederstrasse 53, 51427 Bergisch Gladbach, Germany,
5. MIT (Ministry of Infrastructure and Transport), PIC 939019850, Anastaseos 2 & Tsigante, 15669 Papagos, Greece,
6. KTI (Kózlekedéstudományi Intézet), PIC 999497604, Than Károly Utca 3-5, 1119 Budapest, Hungary,
7. RSA (Road Safety Authority), Moy Valley Business Park, Dublin Road, F26V6E4 Ballina Co Mayo, Republic of Ireland,
8. CTL (Sapienza Universita di Roma - Centro di ricerca per il Trasporto e la Logistica), PIC 999987745, Via Eudossiana 18, 00184, Rome, Italy,
9. CSDD (Road Traffic Safety Directorate), 6 S.Eizensteina Str, 1079 Riga, Latvia,
10. TKA (Transport Competence Agency), I. Kantas st. 23, LT-44296 Kaunas, Lithuania,
11. MMTP (Ministěre de la Mobilitě et des Travaux publics), 4, Place de 1'Europe, 1499, Luxembourg, Luxembourg,
12. ITS (Instytut Transportu Samochodowego), PIC 999556192, Jagielleńska 80, 03-301, Warsaw, Poland,
13. ANSR (Autoridade Nacionál de Seguranga Rodoviária), Parque De Ciencias E Tecnologia De Oeiras, Avenida De Casal De Cabanas 1,2734-507 Oeiras, Portugal,
14. MTI (Ministry of Transport and Infrastructure), 38, Dinicu Golescu Av., 010873 Bucharest, Romania,
15. RAR (Romanian Automotive Register), PIC 888701779, 391 A, Calea Grivitei Av, 010719, Bucharest, Romania,
16. UNIZA (University of Žilina), PIC 999969606, Univerzitně 8215/1, 01026 Žilina, Slovák Republic,
17. AVP (Slovenian Traffic Safety Agency), PIC 947075215, Kotníková Ulica 19A, 1000 Ljubljana, Slovenia,
18. DGT (Directorate-General for Traffic), PIC 962730433, Josefa Valcárcel, 44, 28071 Madrid, Spain,

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1. STA (Swedish Transport Administration), PIC 984295764. Róda Vágen 1,78170 Borlange, Sweden.

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

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

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

By signing the Agreement, the beneficiaries accept the grant and agree to implement the action under their own responsibi 1 ity and in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

The Agreement is composed of:

Preamble

Terms and Conditions (including Data Sheet)

1. Description of the action
2. Estimated budget for the action

Annex 2a Additional Information on unit costs and contributions (n/a)

1. Accession forms

Annex 3a Declaration on joint and several liability of affiliated entities (n/a)

1. Model for the financial statements
2. Specific rules

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**TERMS AND CONDITIONS**

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**DATA SHEET**

1. **General data**

Project summary:

**Project summary**

This project brings together 25 EU Member States (as well as two other Member States and two EFTA countries as obscrvers) for data collection, data analysis, delivery of road safety KPIs and use of these within road safety policies. It builds on the experience gained in the Baseline project, supported by a previous CEF Action, but includes a much larger number of countries. In addition to the eight KPIs that had been defined by the Commission and used within Baseline, the consortium will also identify some new indicators, develop appropriate methodologies and test these out on a limited scale.

Five work packages háve been defined:

* WP.l - Administrativě management
* WP.2 - Scientific coordination and support
* WP.3 - Policy Integration and Knowledge Dissemination (internationally)
* WP.4 - National activities, including customisation of methodologies, data collection, data analysis and delivery of KPIs, and dissemination and use of the KPIs
* WP.5 - Experimental indicators

This project is the biggest effort evcr undertaken in Europe (and beyond) in the ficld of data collection and analysis for road safety performance indicators. It will help underpin road safety strategies and their monitoring at national and European level.

Keywords: Road safety; KPIs; Safety performance indicators; Data collection; Policy; Monitoring Project name: Trendline- Data collection and use of road safety performance indicators in Europe Project acronym: Trendline

Call: MOVE/C2/2022-54

Type of action: Action Grant

Granting authority: European Commission-EU

Grant managed through EU Funding & Tenders Portál: No

Project starting dáte: 15/10/2022

Project end dáte: 14/10/2025

Project duration: 36 months

Consortium agreement: Yes

EU Grants: CEF MGA — Multi & Mono: V 1.0 - 01.06.2021

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **2. Participants**  **List of participants:** | | | | | | | | |
| Number | Role | Short name | Legal name | Country | Total eligible costs  (BEN and XI l | Maximum grant amount | Entry dáte | Exit date |
| 1 | coo | swov | Institute for Road Safety Research | NL | 1.160.000.00 | 1.160 000.00 | 15/10/2022 |  |
|  | BEN | swov | Institute for Road Safety Research | NL | 100.000.00 | 50.000.00 | 15/10/2022 |  |
| 2 | BEN | BMK | Federal Ministry for Climate Action.  Enviromnent, Energy, Mobility, Innovation and Technology | AT | 88.860.00 | 44.430.00 | 15/10 2022 |  |
| 3 | BEN | VI AS | Vias institute | BE | 698.050.00 | 349.025.00 | 15/10/2022 |  |
| 4 | BEN | BGSAR S | State Agency Road Safety | BG | 309.224.56 | 154.612.28 | 15/10/2022 |  |
| 5 | BEN | FPZ | University of Zagreb Faculty of Transport and Trafific Sciences | HR | 238.500.00 | 119.250.00 | 15/10/2022 | ] |
| 6 | BEN | MTCW | Ministry of Transport, Communications and Works | CY | 292.452.00 | 146.226.00 | 15/10 2022 |  |
| 7 | BEN | CDV | Centrum dopravního výzkumu, v.v. i. | CZ | 81.500.00 | 40.750.00 | 15/10/2022 |  |
| 8 | BEN | DRD | Danish Road Directorate | DK. | 0.00 | 0.00 | 15/10 2022 |  |
| 9 | BEN | VIT | Teknologian tutkimuskeskus | FI | 110.000.00 | 55.000.00 | 15/10 2022 |  |
| 10 | BEN | DSR | Délégation á la Sécurité routiěre | FR | 0.00 | 0.00 | 15/10'2022 |  |
| 11 | BEN | BAST | Federal Highway  Research Institute | DE | 325.125.00 | 162.562.50 | 15/10/2022 |  |
| 12 | BEN | MIT | Ministr}' of  Infrastructure and Transport | EL | 557.572.00 | 278.786.00 | 15/10/2022 |  |
| 13 | BEN | KTI | Kózlekedéstudoinányi  Intézet | HU | 166.200,00 | 83.100,00 | 15/10/2022 |  |
| 14 | BEN | RSA | Road Safety Authority | 1E | 187.660.00 | 93.830.00 | 15/10/2022 |  |
| 15 | BEN | CTL | Sapienza Universita di Roma - Centro di ricerca per il Trasporto e la Logistica | 1T | 415.000.00 | 207.500.00 | 15/10/2022 |  |
| 16 | BEN | CSDD | Road Traffic Safety Directorate | LV | 100.000.00 | 50.000.00 | 15/10/2022 |  |
| 17 | BEN | TKA | Transport Competence Agency | LT | 400.000.00 | 200.000.00 | 15/10/2022 |  |

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|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 18 | BEN | MMTP | Ministére de la  Mobilitě et des Travaux publics | LU | 0.00 | 0,00 | 15/10/2022 |
| 19 | BEN | 1TS | Poland 1TS (Instytut  Transportu Satnochodowego) | PL | 348.000.00 | 174.000.00 | 15/10'2022 |
| 20 | BEN | ANSR | Autoridade Nacionál de Seguran?a Rodoviária | PT | 632.500.00 | 316.250,00 | 15/10/2022 |
| 21 | BEN | MTI | Ministry of Transport and Infrastructure | RO | 152.000.00 | 76.000.00 | 15/10'2022 |
| 22 | BEN | RAR | Romanian Automotive  Register | RO | 419.000.00 | 209.500.00 | 15/10/2022 |
| 23 | BEN | UNIZA | University of Zilinia | SK | 105.000.00 | 52.500.00 | 15/10/2022 |
| 24 | BEN | AVP | Slovenian Traffic  Safety Agency | SI | 240.000.00 | 120.000.00 | 15/10/2022 |
| 25 | BEN | DGT | Directorate-General for  Traffic | ES | 470.000.00 | 235.000.00 | 15/10'2022 |
| 26 | BEN | STA | Swedish Transport Administration | SE | 50.000.00 | 25.000.00 | 15/10/2022 |

7,646.643.56 4.403,321.78

**Coordinator:**

SWOV from 15 October 2022 to 14 October 2025

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**3. Grant**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Total eligible costs**  (BEN and AE) | **Funding rate**  (%) | **Maximum grant amount**  (Annex 2) | **Maximum grant amount**  (award decision) |
| 6.486,643.56 | 50% | 3,243,321.78 | 3,243,321.78 |
| 1.160.000.00 | 100% | 1.160.000.00 | 1.160.000.00 |
| 7.646.643.56 | mixed | 4.403.321.78 | 4.403.321.78 |

**Grant form:** Budget-based

**Grant mode:** Action grant

**Budget categories/activity types:**

1. Personnel costs

A.l Employees, A.2 Natural persons under direct contract, A.3 Seconded persons

A.4 SME owners and natural person beneficiaries

1. Subcontracting costs
2. Purchase costs

C.l Travel and subsistence

C.2 Equipment

C.3 Other goods, works and Services

**Specific cost eligibility conditions:**

Standard supplementary payments

Average personnel costs (unit cost according to usual cost accounting practices)

Country restrictions for subcontracting costs: subcontracted work musí be performed in the eligible countries

Travel and subsistence: actual costs only

Equipment: depreciation only

Indirect costs: not eligible

VAT: not eligible

Other:

* in-kind contributions for free are allowed, but cost-neutral, i.e. they cannot be declared as cost
* project websites: communication costs for presenting the project on the participants ’websites or

sociál media accounts are eligible;

* eligible cost country restrictions: only costs for activities carried out in eligible countries or target countries are eligible, with the possible exception of some limited outreach activities in non-EU countries to be agreed in advance with the Commission.

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1. **Reporting, pavments and recoveries**
   1. **Continuous reporting** (art 21) **Standard deliverables:** Periodic Reports
   2. **Periodic reporting and pavments**

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

|  |  |
| --- | --- |
| **Reporting** | **Payments** |
| **Reporting periods Type Deadline Type**  **RP No Month from Month to**  Initial prefinancing | **Deadline (time to pay)**  30 days from entry into force /financial guarantee (if required) - whichever is the latest |
| 1 15/10/2022 31/12/2023 Periodic report 60 days after Interim  end of payment  reporting  period | 90 days from receiving periodic report |
| 2 1/1/2024 14/10/2025 Finál report 60 days after Finál payment  end of reporting  period | 90 days from receiving finál report |

**Prefinancing payments and guarantees:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Prefinancing payment** | | **Prefinancing guarantee** | |
| Type | **Amount** | **Guarantee** | **Division per participant** |
|  |  | **amount** |  |
| Prefinancing | 40% or | n/a | 1 - [short name] *n/a]* |
|  | EUR |  |  |
|  | 1,761.328.71 |  | 2 - [short name] |

2.1 - [short name]

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

Mutual Insurance Mechanism (MIM): No

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

Interim payment ceiling : 70% of the maximum grant amount (of which 40% is pre-financing)

Early prefinancing clearing (before reaching interim payment ceiling): 100% of the prefinancing to be cleared before interim payments can be maděr

No-profit rule: Yes

Latě payment interest: ECB + 3.5 %

Bank account for payments:

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IBAN - NL84ABNA0430068433 and SWIFT/BIC - ABNANL2A

Conversion into euros: Double conversion

Reporting language: Language of the Agreement

* 1. **Certificates** (art 24):

Certificates on the Financial statements (CFS): Conditions:

Schedule: interim/final payment, if threshold is reached

Standard threshold (beneficiary-level):

Financial statement: requested EU contribution to costs > EUR 325 000

* 1. **Recoveries** (art 22)

**First-line liability for recoveries:**

Benefíciary termination: BeneFiciary concerned

Finál payment: Coordinator

After finál payment: Benefíciary concerned

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

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

Joint and several liability of affiliated entities — n/a

1. **Consequences of non-compliance, applicable law & dispute settlement fórum**

**Suspension and termination:**

Additional suspension grounds (art 31)

Additional termination grounds (art 32)

**Applicable law** (art 43):

Standard applicable law regime: EU law + law of Belgium

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

Standard dispute settlement fórum:

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

1. **Other**

**Specific rules (Annex 5): Yes**

Paper based submission

**Standard time-limits after project end:**

Confidentiality (for X years after finál payment): 5

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

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

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

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

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

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**CHAPTER1 GENERAL**

1. **— SUBJECT OF THE AGREEMENT**

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

1. **— DEFINITIONS**

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

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

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

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

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

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

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

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

In-kind contributions — In-kind contributions within the meaning of Article 2(36) of EU Financial Regulation 2018/1046, i.e. non-financial resources made available free of charge by third parties.

Fraud — Fraud within the meaning of Article 3 of EU Directive 2017/1371[[1]](#footnote-1) and Article 1 of the Convention on the protection of the European Communities’ Financial interests, drawn up by the Council Act of 26 July 1995[[2]](#footnote-2), as well as any other wrongful or criminal deception intended to result in Financial or personál gain.

Irregularities — Any type of breach (regulátory or contractual) which could impact the EU Financial interests, including irregularities within the meaning of Article 1(2) ofEU Regulation 2988/95[[3]](#footnote-3).

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Grave professional misconduct — Any type of unacccptable or improper behaviour in

exercising one’s profession, especially by employees, including grave professional misconduct within the meaning of Article 136(1 )(c) of EU Financial Rcgulation 2018/1046.

Applicable EU, international and national law — Any legal acts or other (binding or non-

binding) rules and guidance in the area concerned.

EU Funding & Tenders Portál; electronic portál and exchange systém

Portál —

managed by the European Commission and used by itself and other EU institutions, bodies, offices or agencies for the management of their funding programmes (grants, procurements, prizes, etc).

1. **ACTION**
2. **— ACTION**

The grant is awarded for the action Trendline (‘action’), as described in Annex 1.

1. **— DURATION AND STARTING DÁTE**

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

**CHAPTER 3 GRANT**

1. **— GRANT**
   1. **Form of grant**

The grant is an action grant[[4]](#footnote-4) which takés the form of a budget-based mixed actual cost grant (i.e. a grant based on actual costs incurred, but which may also include other forms of funding, such as unit costs or contributions, flat-rate costs or contributions, lump sum costs or contributions or financing not linked to costs).

* 1. **Maximum grant amount**

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

* 1. **Funding rate**

Except where otherwise indicated for particular Work Packages in Annex 2, the funding rate for costs is 50% of the action’s eligible costs.

Contributions are not subject to any funding rate.

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* 1. **Estimated budget, budget categories and forms of funding**

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

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

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

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

* 1. **Budget flexibility**

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

However:

changes to budget categories with higher funding rates or eligibility ceilings (if used) always require an amendment

addition of amounts for subcontracts not provided for in Annex 1 either require an amendment or simplified approval in accordance with Article 6.2

other changes require an amendment or simplified approval, if specifically provided for in Article 6.2

1. **— ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS**

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

* 1. **General eligibility conditions**

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

1. for actual costs:
2. they must be actually incurred by the beneficiary
3. they must be incurred in the period set out in Article 4 (with the exception of costs relating to the submission of the finál periodic report, which may be incurred afterwards; see Article 21)
4. they must be declared under one of the budget categories set out in Article 6.2 and Annex 2

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1. they must be incurred in connection with the action as described in Annex 1 and necessary for its implementation
2. they must be identifiable and verifiable, in particular recorded in the beneficiary’s accounts in accordance with the accounting standards applicable in the country where the beneficiary is established and with the beneficiary’s usual cost accounting practices
3. they must comply with the applicable national law on taxes, labour and sociál security, and
4. they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency
5. for unit costs or contributions (if any):
6. they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
7. the units must:

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

be necessary for the implementation of the action, and

1. the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 20)
2. for flat-rate costs or contributions (if any):
3. they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
4. the costs or contributions to which the flat-rate is applied must:

be eligible

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

1. for lump sum costs or contributions (if any):
2. they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
3. the work must be properly implemented by the beneficiary in accordance with

Annex 1

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1. the deliverables/outputs must be achieved in the period set out in Article 4 (with the exception of deliverables/outputs relating to the submission of the finál periodic report, which may be achieved afterwards; see Article 21)
2. for unit, flat-rate or lump sum costs or contributions according to usual cost accounting practices (if any):
3. they must fulfil the generál eligibility conditions for the type of cost concerned
4. the cost accounting practices must be applied in a consistent manner, based on

objective criteria, regardless of the source of funding

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

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

* 1. **Specific eligibility conditions for each budget category**

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

**Direct costs**

1. **Personnel costs**

**A.l Costs for employees (or equivalent)** are eligible as personnel costs ifthey fulfil the generál eligibility conditions and are related to personnel working for the benefíciary under an employment contract (or equivalent appointing act) and assigned to the action.

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

{daily rate for the person

multiplied by

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

The daily rate must be calculated as:

{annual personnel costs for the person

divided by

215}

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

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

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

it is part of the beneficiary’s usual remuneration practices and is paid in a consistent manner whenever the same kind of work or expertise is required

the criteria used to calculate the supplementary payments are objective and generally applied by the bcneficiary, regardless of the source of funding used.

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

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

and

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

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

1. work under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed) and
2. the result of the work belongs to the beneficiary (unless agreed otherwise).

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

1. **Subcontracting costs**

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

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

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

Subcontracting may cover only a limited part of the action.

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

1. **Purchase costs**

**Purchase costs** for the action (including related duties, taxes and charges) are eligible if they fulfí 1 the generál eligibility conditions and are bought using the beneficiary’s usual purchasing practices — provided these ensure purchases with best value for money (or if appropriate the lowest price) and that there is no conflict of interests (see Article 12).

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

**C.l Travel and subsistence**

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

travel: on the basis of the costs actually incurred and in line with the beneficiary’s usual practices on travel

accommodation: on the basis of the costs actually incurred and in line with the beneficiary’s usual practices on travel

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

**C.2 Equipment**

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

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

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

**C.3 Other goods, works and Services**

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

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

1. **Other cost categories**

Not applicable

**Indirect costs**

1. **Indirect costs**

**Indirect costs** are not eligible.

Contributions

Not applicable

* 1. **Ineiigible costs and contributions**

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

1. costs or contributions that do not comply with the conditions set out above (Article 6.1 and 6.2), in particular:
2. costs related to return on Capital and dividends paid by a benefíciary
3. debt and debt Service charges
4. provisions for future losses or debts
5. interest owed
6. currency exchange losses
7. bank costs charged by the benefíciary’s bank for transfers from the granting authority
8. excessive or reckless expenditure
9. VAT (always ineiigible)
10. costs incurred or contributions for activities implemented during grant agreement suspension (see Article 32)

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1. in-kind contributions by third parties
2. costs or contributions declared under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget), except for the following cases:
3. if the action grant is combined with an operating grant6 running during the same period and the beneficiary can demonstrate that the operating grant does not cover any (direct or indirect) costs of the action grant
4. costs or contributions for staff of a national (or regional/local) administration, for activities that are part of the administration’s normál activities (i.e. not undertaken only because of the grant)
5. costs or contributions (especially travel and subsistence) for staff or representatives of EU institutions, bodies or agencies
6. other:
7. costs or contributions for activities that do not také place in the eligible countries or target countries set out in the call conditions — unless approved by the granting authority
8. costs or contributions declared specifically ineligible in the call conditions .
   1. **Consequences of non-compliance**

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

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

**CHAPTER 4 GRANT IMPLEMENTATION**

**SECTION 1 CONSORTIUM; BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS**

1. **— BENEFICIARIES**

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

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

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

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

They are jointly responsible for the *technical* implementation of the action. If the coordinator fails to implement their part of the action with regard to the coordination activities, the other beneficiaries must ensure that this part is implemented by another entity (without being entitled to an increase of the maximum grant amount and subject to an amendment; see Article 39). The parties hereby acknowledge that due to the náture of other activities planned within this action, this is not possible with respect thereof, and in such cases, if any, the parties shall sign an amendment to the grant agreement adjusting the grant amount accordingly. The *financial* responsibility of each benefíciary in case of recoveries is governed by Article 22.

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

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

1. Each benefíciary must:
2. inform the granting authority (and the other beneficiaries) immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 19)
3. submit to the coordinator in good time:

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

1. The coordinator must:
2. monitor that the action is implemented properly (see Article 11)
3. act as the intermediary for all Communications between the consortium and the granting authority, unless the Agreement or granting authority specifies otherwise, and in particular:

request and review any documents or information required and verify their quality and completeness before passing them on to the granting authority

submit the deliverables and reports to the granting authority

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inform the granting authority about the payments made to the other beneficiaries (report on the distribution of payments; if required, see Articles 22 and 32)

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

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

However, coordinators which are public bodies may delegáte the tasks set out in Point (b)(ii) last indent and (iii) above to entities with ‘authorisation to administer’ which they háve created or which are controlled by or affiliated to them. In this case, the coordinator retains sole responsibi 1 ity for the payments and for compliance with the obligations under the Agreement.

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

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

the internal organisation of the consortium

different distribution keys for the payments and financial responsibilities in

case of recoveries (if any)

additional rules on rights and obligations related to background and results (see Article 16)

settlement of internal disputes

liability, indemnification and confidentiality arrangements between the beneficiaries.

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

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

the internal organisation and decision making processes

the areas where close collaboration/synchronisation is needed (e.g. on management of outputs, common approaches towards standardisation, links with regulátory and policy activities, common communication and dissemination activities, sharing of Information, access to background and results, etc.)

settlement of disputes

liability, indemnification and confidentiality arrangements between the beneficiaries in both actions.

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

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1. **— AFFILIATED ENTITIES**

Not applicable

1. **— OTHER PARTICIPANTS INVOLVED IN THE ACTION**
   1. **Associated partners**

Not applicable

* 1. **Third parties giving in-kind contributions to the action**

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

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

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

* 1. **Subcontractors**

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

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

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

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

* 1. **Recipients of financial support to third parties**

Not applicable

1. **— PARTICIPANTS WITH SPECIÁL STATUS**

Not applicable

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**SECTION 2 RULES FOR CARRYING OUT THE ACTION**

1. **— PROPER IMPLEMENTATION OF THE ACTION**
   1. **Obligation to properly implement the action**

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

* 1. **Consequences of non-compliance**

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

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

1. **— CONFLICT OF INTERESTS**
   1. **Conflict of interests**

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

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

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

* 1. **Consequences of non-compliance**

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

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

1. **— CONFIDENTIALITY AND SECURITY**
   1. **Sensitive information**

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

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

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

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

1. need to know it in order to implement the Agreement and
2. are bound by an obligation of confidentiality.

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

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

1. this is necessary to implement the Agreement or safeguard the EU financial interests and
2. the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

1. the disclosing party agrees to release the other party
2. the information becomes publicly available, without breaching any confidentiality obligation
3. the disclosure of the sensitive information is required by EU, International or national law.

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

* 1. **2 Classified Information**

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Dccision 2015/4447 and its implementing rules).

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

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

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

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

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

* 1. **3 Consequences of non-compliance**

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

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

1. **— ETHICS AND VALUES**
   1. **Ethics**

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

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

* 1. **Values**

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

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

* 1. **Consequences of non-compliance**

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

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

1. **— DATA PROTECTION**
   1. **Data processing by the granting authority**

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

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For grants where the granting authority is the European Commission, an EU regulátory or executive agency, joint undertaking or other EU body, the processing will be subject to Regulation 2018/17258.

* 1. **Data processing by the beneficiaries**

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

They must ensure that personál data is:

processed lawfully, fairly and in a transparent manner in relation to the data subjects

collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes

adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed

accurate and, where necessary, kept up to dáte

kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and

processed in a manner that ensures appropriate security of the data.

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

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

* 1. **Consequences of non-compliance**

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

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

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 personál data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

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

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1. **INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE**
   1. **Background and access rights to background**

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

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

1. held by the beneficiaries before they acceded to the Agreement and
2. needed to implement the action or exploit the results.

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

* 1. **Ownership of results**

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

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

* 1. **Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity7 purposes**

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

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

1. **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU Service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information Services)
2. **distribution to the public** (in particular, publication as hard copies and in electronic or digital formát, publication on the internet, as a downloadable or non-downloadable filé, broadcasting by any channel, public display or presentation, communicating through press information Services, or inclusion in widely accessible databases or indexes)

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1. **editing or redrafting** (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)
2. **translation**
3. **storage** in páper, electronic or other form
4. **archiving,** in line with applicable document-management rules
5. the right to authorise **third parties** to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority and
6. **processing,** analysing, aggregating the materials, documents and information received and **producing derivative works.**

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

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

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

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

* 1. **Specific rules on IPR, results and background**

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

* 1. **Consequences of non-compliance**

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

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

1. **— COMMUNICATION, DISSEMINATION AND VISIBILITY**
   1. **Communication — Dissemination — Promoting the action**

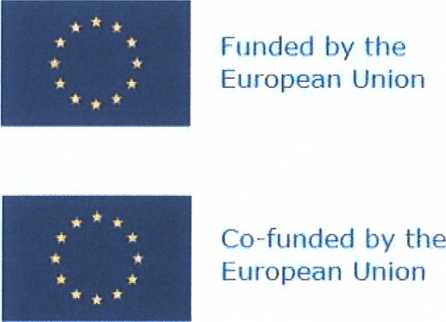
Unless otherwise agreed with the granting authority, the beneficiaries must promote the action and its results by providing targeted information to multiple audiences (including the media and the public), in accordance with Annex 1 and in a strategie, coherent and effective manner.

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

* 1. **Visibility — European flag and funding statement**

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



Co-funded by the European Union

Funded by the European Union

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

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

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

For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them

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the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

* 1. **Quality of information — Disclaimer**

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

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

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

* 1. **Specific communication, dissemination and visibility rules**

Not applicable

* 1. **Consequences of non-compliance**

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

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

1. **— SPECIFIC RULES FOR CARRYING OUT THE ACTION**
   1. **Specific rules for carry ing out the action**

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

* 1. **Consequences of non-compliance**

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

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

**SECTION 3 GRANT ADMINISTRATION**

1. **—GENERAL INFORMATION OBLIGATIONS**
   1. **Information requests**

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

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

* 1. **Participant Register data updates**

The beneficiaries must keep — at all times, during the action or afterwards — their information up to dáte, in particular, their name, address, legal representatives, legal form and organisation type and inform the granting authority of changes.

* 1. **Information about events and circumstances which impact the action**

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

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

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

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

1. **— RECORD-KEEPING**
   1. **Keeping records and supporting documents**

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

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

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

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

Moreover, the following is needed for specific budget categories:

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

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

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

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

* 1. **Consequences of non-compliance**

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

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

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1. **— REPORTING**
   1. **Continuous reporting**

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

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

Beneficiaries who háve not requested an EU contribution are exempt from all financial reporting but shall provide data and contribute to the deliverables, where relevant, including through a technical report for the periodic and finál reports.

* 1. **Periodic reporting: Technical reports and financial statements**

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

for interim payments (if any) and the finál payment: a **periodic report.**

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

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

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

The financial part of the periodic report includes:

the financial statements (individual and Consolidated; for all beneficiaries/affiliated entities)

the explanation on the use of resources (or detailed cost reporting table, if required)

the certificates on the financial statements (CFS) (if required; see Article 24.2 and Data Sheet, Point 4.3).

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

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

By signing the financial statements, the beneficiaries confirm that:

the information provided is complete, reliable and true

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the costs and contributions declared are eligible (see Article 6)

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

for the finál periodic report: all the revenues háve been declared (if required; see Article 22).

* 1. **Currency for financial statements and conversion into euros**

The financial statements must be drafted in euro.

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

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

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

* 1. **Reporting language**

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

* 1. **Consequences of non-compliance**

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

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

1. **— PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE**
   1. **Payments and payment arrangements**

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

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

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

The cost of payment transfers will be borne as follows:

the granting authority bears the cost of transfers charged by its bank

the benefíciary bears the cost of transfers charged by its bank

the party causing a repetition of a transfer bears all costs of the repeated transfer.

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

* 1. **Recoveries**

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

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

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

In case of enforced recoveries (see Article 22.4):

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

* 1. **Amounts due**
     1. **Prefinancing payments**

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

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

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

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

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

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

* + 1. **Amount due at beneficiary termination — Recovery**

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 1 — Calculation of the total accepted EU contribution

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

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

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

{total accepted EU contribution for the beneficiary

minus

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

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

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

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

formally notifying the intention to recover, the amount due, the amount to be recovered and the reasons why and

requesting observations within 30 days of receiving notification.

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

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

* + 1. **Interim payments**

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

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the interim payment ceiling

Step 1 — Calculation of the total accepted EU contribution

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

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

If prefinancing clearing before reaching the interim payment ceiling is provided for in the Data Sheet (see Point 4.2), the total accepted EU contribution will be lowered to clear the amount of prefinancing payments previously made.

Step 2 — Limit to the interim payment ceiling

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

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

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

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

* + 1. **Fina! payment — Finál grant amount — Revenues and Profit — Recovery**

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

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the maximum grant amount

Step 3 — Reduction due to the no-profit rule

Step 1 — Calculation of the total accepted EU contribution

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

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

Step 2 — Limit to the maximum grant amount

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

Step 3 — Reduction due to the no-profit rule

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

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

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

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

{finál grant amount

minus

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

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

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

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

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

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

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

formally notifying the intention to recover, the finál grant amount, the amount to be recovered and the reasons why

requesting observations within 30 days of receiving notification.

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

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

* + 1. **Audit implementation after finál payment — Revised finál grant amount — Recovery**

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

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

Step 1 — Calculation of the revised total accepted EU contribution

Step 1 — Calculation of the revised total accepted EU contribution

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

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

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

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

{ {{total accepted EU contribution for the beneficiary

divided by

total accepted EU contribution for the action}

multiplied by

finál grant amount for the action}.

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

formally notifying the intention to recover, the amount to be recovered and the reasons why and

requesting observations within 30 days of receiving notification.

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

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

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

* 1. **Enforced recovery**

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

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

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

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

1. by drawing on the financial guarantee(s) (if any)
2. by holding other beneficiaries jointly and severally liable (if any; see Data Sheet, Point 4.4)
3. by holding affiliated entities jointly and severally liable (if any, see Data Sheet, Point 4.4) or
4. by taking legal action (see Article 43) or, provided that granting authority is the European Commission or an EU executive agency, by adopting an enforceable decision

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under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 100(2) of EU Financial Regulation 2018/1046.

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

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

Bank charges incurred in the recovery process will be borne by the benefíciary, unless Directive 2015/2366'° applies.

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

**22.5 Consequences of non-compliance**

* + 1. If the granting authority does not pay within the payment deadlines (see above), the beneficiaries are entitled to **late-payment interest** at the reference rate applied by the European Central Bank (ECB) for its main refinancing operations in euros, plus the percentage specified in the Data Sheet (Point 4.2). The ECB reference rate to be used is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the *Official Journal of the European Union.*

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

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

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

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

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

* + 1. If the coordinator breaches any of its obligations under this Article, the grant may be reduced (see Article 29) and the grant or the coordinator may be terminated (see Article 32).

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

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

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1. **— GUARANTEES**
   1. **Prefinancing guarantee**

not applicable

1. **— CERTIFICATES**
   1. Operational xerifícation report (OVR)

Not applicable

* 1. **Certifícate on the finaneial statements (CFS)**

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

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

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

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

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

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

* 1. **Certifícate on the compliance of usual cost accounting practices (CoMUC)**

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

The certifícate must be drawn up using the template published on the Portál and fulfil the following conditions:

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

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

* 1. Systems and process audit (SPA)

Xot applicable

* 1. **Consequences of non-compliance**

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

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

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

* 1. **Granting authority checks, reviews and audits**
     1. **Interna! checks**

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

* + 1. **Project reviews**

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

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

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

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

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

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

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

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

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

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

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

* + 1. **Audits**

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

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

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

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

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

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

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

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

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

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

* 1. **European Commission checks, reviews and audits in grants of other granting authorities**

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

* 1. **Access to records for assessing simplified forms of funding**

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

* 1. **OLAF, EPPO and ECA audits and investigations**

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

the European Anti-Fraud Office (OLAF) under Regulations No 883/2013and No 2185/96[[5]](#footnote-5) [[6]](#footnote-6)

the European Public Prosecutofs Office (EPPO) under Regulation 2017/1939

the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

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

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

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* 1. **Consequences of checks, reviews, audits and investigations — Extension of findings**
     1. **Consequences of checks, reviews, audits and investigations in this grant**

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

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

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

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

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

* + 1. **Extension from other grants**

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

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

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

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

1. an invitation to submit observations on the list of grants affected by the findings
2. the request to submit revised financial statements for all grants affected
3. the correction rate for extrapolation, established on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected, if the beneficiary concerned:
4. considers that the submission of revised financial statements is not possible or practicable or
5. does not submit revised financial statements.

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

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

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

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

**25.6 Consequences of non-compliance**

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

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

**ARTICLE 26 — IMPACT EVALUATIONS**

* 1. **Impact evaluation**

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

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

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

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

* 1. **Consequences of non-compliance**

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

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**CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE**

**SECTION 1 REJECTIONS AND GRANT REDUCTION**

1. **— REJECTION OF COSTS AND CONTRIBUTIONS**
   1. **Conditions**

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

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

Ineiigible costs or contributions will be rejected.

* 1. **Procedure**

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

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

* 1. **Effects**

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

1. **— GRANT REDUCTION**
   1. **Conditions**

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

1. the benefíciary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
2. substantial errors, irregularities or fraud or
3. serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or f. I Grants: C 1,1 \ IGA — \ hilu A \ lono: \ I.() 01.06. ’021
4. the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that háve a materiál impact on this grant (extension of findings; see Article 25.5).

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

* 1. **Procedure**

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

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

* 1. **Effects**

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

**SECTION 2 SUSPENSION AND TERMINATION**

1. **— PAYMENT DEADLINE SUSPENSION**
   1. **Conditions**

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

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

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

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

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

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

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

1. **— PAYMENT SUSPENSION**
   1. **Conditions**

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

1. a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:
2. substantial errors, irregularities or fraud or
3. serious breach of obligations under this Agreement or or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information. breach of ethics or security rules (if applicable), etc.), or
4. a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that háve a materiál impact on this grant (extension of findings; see Article 25.5).

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

* 1. **Procedure**

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

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

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

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

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

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

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

1. **— GRANT AGREEMENT SUSPENSION**
   1. **Consortium-requested GA suspension**
      1. **Conditions and procedure**

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

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

the reasons why

the dáte the suspension takés effect; this dáte may be before the dáte of the submission of the amendment request and

the expected dáte of resumption.

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

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

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

* 1. **EU-initiated GA suspension**
     1. **Conditions**

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

1. a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:
2. substantial errors, irregularities or fraud or
3. serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.) or
4. a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that háve a materiál impact on this grant (extension of findings; see Article 25.5)
5. other:
6. linked action issues: not applicable
7. additional GA suspension grounds: due to major delays, the objectives of the action risk to no longer be achieved.
   * 1. **Procedure**

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

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

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

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

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

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

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

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

**ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION**

* 1. **Consortium-requested GA termination**
     1. **Conditions and procedure**

The beneficiaries may request the termination of the grant.

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

the reasons why

the dáte the consortium ends work on the action (‘end of work dáte’) and

the dáte the termination takés effect (‘termination dáte’); this dáte must be after the dáte of the submission of the amendment request.

The termination will **také effect** on the termination dáte specified in the amendment.

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

* + 1. **Effects**

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

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

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

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

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

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* 1. **Consortium-requested benefíciary termination**
     1. **Conditions and procedure**

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

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

the reasons why

the opinion of the benefíciary concerned (or proof that this opinion has been requested in writing)

the dáte the benefíciary ends work on the action (‘end of work dáte’)

the dáte the termination takés effect (‘termination dáte’); this dáte must be after the dáte of the submission of the amendment request.

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

The termination will **také effect** on the termination dáte specifíed in the amendment.

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

* + 1. **Effects**

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

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

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

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

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

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

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

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

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

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

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

* 1. **EU-initiated GA or beneficiary termination**
     1. **Conditions**

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

1. one or more beneficiaries do not accede to the Agreement (see Article 40)
2. a change to the action or the legal, financial, technical, organisational or ownership situation of a beneficiary is likely to substantially affect the implementation of the action or calls into question the decision to award the grant (including changes linked to one of the exclusion grounds listed in the declaration of honour)
3. following termination of one or more beneficiaries, the necessary changes to the Agreement (and their impact on the action) would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
4. implementation of the action has become impossible or the changes necessary for its continuation would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
5. a beneficiary (or person with unlimited liability for its debts) is subject to bankruptcy proceedings or similar (including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors, suspension of business activities, etc.)

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1. a beneficiary (or person with unlimited liability for its debts) is in breach of sociál security or tax obligations
2. a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has been found guilty of grave professional misconduct
3. a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism- related crimes (including terrorism financing), child labour or human trafficking
4. a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) was created under a different jurisdiction with the intent to circumvent fiscal, sociál or other legal obligations in the country of origin (or created another entity with this purpose)
5. a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
6. substantial errors, irregularities or fraud or
7. serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.)
8. a beneficiary (or person having powers of representation. decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that háve a materiál impact on this grant (extension of findings; see Article 25.5)
9. despite a specific request by the granting authority, a beneficiary does not request — through the coordinator — an amendment to the Agreement to end the participation of one of its affiliated entities or associated partners that is in one of the situations under points (d), (f), (e), (g), (h), (i) or (j) and to reallocate its tasks, or
10. other:
11. linked action issues: not applicable
12. additional GA termination grounds: due to major delays, the objectives of the action can no longer be achieved.
    * 1. **Procedure**

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

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

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- requesting observations within 30 days of receiving notification.

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

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

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

**32.3.3 Effects**

1. for **GA termination:**

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

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

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

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

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

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

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

1. for **benefíciary termination:**

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

1. a **report on the distribution of payments** to the benefíciary concerned
2. a **termination report** from the benefíciary concerned, for the open reporting period until termination, containing an overview of the progress of the work,

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

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

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

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

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

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

the coordinator did not distribute any payment to the beneficiary concerned and that

the beneficiary concerned must not repay any amount to the coordinator.

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

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

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

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**SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVĚ SANCTIONS**

1. **— DAMAGES**
   1. **Liability of the granting authority**

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

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

* 1. **Liability of the beneficiaries**

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

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

1. **— ADMINISTRATIVĚ SANCTIONS AND OTHER MEASURES**

Nothing in this Agreement may be construed as preventing the adoption of administrativě sanctions (i.e. exclusion from EU award procedures and/or financial penalties) or other public law measures, in addition or as an alternativě to the contractual measures provided under this Agreement (see, for instance, Articles 135 to 145 EU Financial Regulation 2018/1046 and Articles 4 and 7 of Regulation 2988/95 u).

**SECTION 4 FORCE MAJEURE**

**ARTICLE 35 — FORCE MAJEURE**

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

‘Force majeure’ means any situation or event that:

prevents either party from fulfilling their obligations under the Agreement, was unforeseeable, exceptional situation and beyond the parties’ control,

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

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was not due to error or negligence on their part (or on the part of other participants involved in the action), and

proves to be inevitable in spite of exercising all due diligence.

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

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

**CHAPTER 6 FINÁL PROVISIONS**

1. **— COMMUNICATION BETWEEN THE PARTIES**

For grants which are not managed through the EU Funding & Tenders Portál (see Data Sheet, Point 1), the specific rules set out in Annex 5 apply.

1. **— INTERPRETATION OF THE AGREEMENT**

The provisions in the Data Sheet také precedence over the rest of the Terms and Conditions of the Agreement.

Annex 5 takés precedence over the Terms and Conditions; the Terms and Conditions také precedence over the Annexes other than Annex 5.

Annex 2 takés precedence over Annex 1.

1. **— CALCULATION OF PERIODS AND DEADLINES**

In accordance with Regulation No 1182/71[[7]](#footnote-7), periods expressed in days, months or years are calculated from the moment the triggering event occurs.

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

‘Days’ means calendar days, not working days.

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1. **— AMENDMENTS**
   1. **Conditions**

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

Amendments may be requested by any of the parties.

* 1. **Procedure**

The party requesting an amendment must submit a request for amendment in writing.

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

The request for amendment must include:

the reasons why

the appropriate supporting documents and

for a change of coordinator without its agreement: the opinion of the coordinator (or proof that this opinion has been requested in writing).

The granting authority may request additional information.

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

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

An amendment **takés effect** on the dáte of entry into force or other dáte specified in the amendment.

1. **— ACCESSION AND ADDITION OF NEW BENEFICIARIES**
   1. **Accession of the beneficiaries mentioned in the Preamble**

Not applicable

* 1. **Addition of new beneficiaries**

In justified cases, the beneficiaries may request the addition of a new beneficiary.

For this purpose, the coordinator must submit a request for amendment in accordance with Article 39. It must include an accession form (see Annex 3) signed by the new beneficiary.

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New beneficiaries will assume the rights and obligations under the Agreement with effect from the dáte of their accession specified in the accession form (see Annex 3).

Additions are also possible in mono-beneficiary grants.

1. **— TRANSFER OF THE AGREEMENT**

In justified cases, the benefíciary of a mono-beneficiary grant may request the transfer of the grant to a new benefíciary, provided that this would not call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

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

the reasons why

the accession form (see Annex 3) signed by the new benefíciary and

additional supporting documents (if required by the granting authority).

The new benefíciary will assume the rights and obligations under the Agreement with effect from the dáte of accession specified in the accession form (see Annex 3).

1. **— ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE GRANTING AUTHORITY**

The beneficiaries may not assign any of their claims for payment against the granting authority to any third party, except if expressly approved in writing by the granting authority on the basis of a reasoned, written request by the coordinator (on behalf of the benefíciary concerned).

If the granting authority has not accepted the assignment or if the terms of it are not observed, the assignment will háve no effect on it.

In no circumstances will an assignment release the beneficiaries from their obligations towards the granting authority.

1. **— APPLICABLE LAW AND SETTLEMENT OF DISPUTES**
   1. **Applicable law**

The Agreement is governed by the applicable EU law, supplemented if necessary by the law of Belgium.

Speciál rules may apply for beneficiaries which are International organisations (if any; see Data Sheet, Point 5).

* 1. **Dispute settlement**

If a dispute concerns the interpretation, application or validity of the Agreement, the parties must bring action before the EU General Court — or, on appeal, the EU Court of Justice — under Article 272 of the Treaty on the Functioning of the EU (TFEU).

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For non-EU beneficiaries (if any), such disputes must be brought before the courts of Brussels, Belgium — unless an international agreement provides for the enforceability of EU court judgements.

For beneficiaries with arbitration as speciál dispute settlement fórum (if any; see Data Sheet. Point 5), the dispute will — in the absence of an amicable settlement — be settled in accordance with the Rules for Arbitration published on the Portál.

If a dispute concerns administrativě sanctions, offsetting or an enforceable decision under Article 299 TFEU (see Articles 22 and 34), the beneficiaries must bring action before the General Court — or, on appeal, the Court of Justice — under Article 263 TFEU.

For grants where the granting authority is an EU executive agency (see Preamble), actions against offsetting and enforceable decisions must be brought against the European Commission (not against the granting authority; see also Article 22).

**ARTICLE 44 — ENTRY INTO FORCE**

The Agreement will enter into force on the day of signature by the granting authority or the coordinator, depending on which is later.

SIGNATURES

For the coordinator

Martin Damen, Deputy Director

Digitally signed by Martin Damen Dáte: 2023.04.03 14:17:10 +02'00'

For the granting authority

Kristián Schmidt, Director

Qualified electronic signature by: KRISTIÁN SCHMIDT

Dáte: 2023-03-31 18:28:16 +02:00

Done in Brussels on

Done in Den Haag on

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**ANNEX 1**

**DESCRIPTION OF THE ACTION**

* 1. **- IMPLEMENTATION**

Commission Implementing Decision C(2021)5763 finál of 5.8.2021 concerning the adoption of the work programme for 2021-2023 and the financing decision for the implementation of the Connecting Europe Facility (CEF) foresaw a technical assistance action for the collection of Key Performance Indicators (KPIs) for road safety in EU Member States. Road safety KPIs are an integrál part of the “Safe System” approach to road safety, which underpins the European Commission’s Road Safety Policy Framework 2021-2030 and Strategie Action Pian on Road Safety.

* 1. **- COVERAGE**

In total, 25 EU Member States will také part in this action with the remaining two (Malta and Estonia) joining as observers. Switzerland and Norway also intend to provide data for the KPIs.

* 1. **- SCOPE AND OBJECTIVES**

The action will build on a previous CEF support action in 2020-2022 which established the Baseline project to collect 8 KPIs in 18 EU Member States. Known as the Trendline project, this action will support a new round of data collection for KPIs in 25 EU Member States.

The objectives of Trendline are:

* to assist the authorities of the EU Member States in the collection and harmonised reporting

of KPIs, building on the work undertaken during the Baseline project

* to inerease the number of EU Member States using KPIs for road safety policymaking
* to contribute to building the capacity of countries with little or no experience in collecting KPIs
* to enable countries to exchange experience on the use of KPIs at national level for policymaking
* to provide a solid basis for monitoring progress in joint road safety work at EU, Member State, regional and local level
* to underpin the development of methodologies for possible target setting, in cooperation with the Commission.

More specifically, Trendline will:

* review, refine and simplify the methodological guidelines that háve been developed in Baseline for the 8 KPIs defined in the Commission document SWD(2019) 283 finál (see Table 1 below)
* produce and use at least 3 of these KPIs in each of the 25 participating EU Member States (see Table 2 below).
* develop at least 6 new experimental indicators or complementary methodologies and test these in at least 4 Member States each.

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**Table 1: List of existing KPIs**

|  |  |  |
| --- | --- | --- |
|  | **Indicator** | **Definition** |
| 1 | Speed | Percentage of vehicles travelling within the speed limit |
| 2 | Safety belt | Percentage of vehicle occupants using the safety belt or child restraint systém correctly |
| 3 | Protective equipment | Percentage of riders of powered two wheelers and bicycles wearing a protective helmet |
| 4 | Alcohol | Percentage of drivers driving within the legal limit for blood alcohol content (BAC) |
| 5 | Distraction | Percentage of drivers NOT using a handheld mobile device |
| 6 | Vehicle safety | Percentage of new passenger cars with a Euro NCAP safety rating equal or above a predefined threshold |
| 7 | Infrastructure | Percentage of distance driven over roads with a safety rating above an agreed threshold |
| 8 | Post-crash care | Time elapsed in minutes and seconds between the emergency call following a collision resulting in personál injury and the arrival at the scene of the collision of the emergency Services |

Expenses related to the methodological development at European level of the KPI 7 on infrastructure will be considered eligible. Expenses related to the collection and analysis of data at national level for this indicator are not eligible under the Trendline project.

Table 2 lists the number of KPIs planned to be delivered by each Member State. Several KPIs háve sub-indicators (for example, helmets worn by cyclists and helmets worn by motorcyclists). For the figures in this table, two or more sub-indicators within the same KPI, count as one.

**Table 2: Number of KPIs per Member State**

|  |  |  |
| --- | --- | --- |
| Member State | Number of KPIs planned | Number of KPIs for which a grant is asked |
| Austria | 7 | 7 |
| Belgium | 7 | 7 |
| Bulgaria | 6 | 6 |
| Croatia | 4 | 4 |
| Cyprus | 3 | 3 |
| Czech Republic | 7 | 7 |
| Denmark | 3 | 0 |
| Finland | 6 | 6 |
| France | 3 | 0 |

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|  |  |  |
| --- | --- | --- |
| Germany | 5 | 5 |
| Greece | 7 | 7 |
| Hungary | 4 | 4 |
| Ireland | 6 | 6 |
| Italy | 4 | 4 |
| Latvia | 6 | 6 |
| Lithuania | 7 | 7 |
| Luxembourg | 3 | 0 |
| Netherlands | 5 | 5 |
| Poland | 5 | 5 |
| Portugal | 7 | 7 |
| Roman i a | 3 | 3 |
| Slovakia | 5 | 5 |
| Slovenia | 4 | 4 |
| Spain | 6 |  |
| Sweden | 7 | 2 |
| TOTAL | 130 | 115 |

**ARTICLE 1.4 - ACTIVITIES**

The following activities will také place in each of the **participating countries:**

* Customisation of the common methodologies to the national situation
* Data collection for the KPIs
* Analysis of the data collected and delivery of the KPIs
* Dissemination and use of the KPIs within national road safety policies

The majority of the participating countries will also participate in the development and/or testing and use of one or more complementary and experimental KPIs.

The activities needed for the **coordination of the project** are:

* Administrativě, legal and financial management
* Methodological coordination
* Data management
* Dissemination and policy integration at international level.

The project activities háve been grouped into 5 work packages (WPs):

* WP.l - Administrativě management
* WP.2 - Scientific coordination and support
* WP.3 - Policy Integration and Knowledge Dissemination (internationally)
* WP.4 - National activities

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* WP.5 - Experimental indicators

The activities for the overall coordination and management of the Trendline project are grouped into three work packages:

**WP 1 - ADMINISTRATIVĚ MANAGEMENT**

* Liaison with the Commission
* Grant agreement
* Consortium agreement
* Communication with Beneficiaries
* Administrativě guidelines and support for Beneficiaries
* Financial reporting to the Commission
* Payments to Beneficiaries
* Subcontracting arrangements
* Financial verification and auditing
* General Assembly meetings
* Coordination team meetings
* Risk assessment
* Internal project organisation

**WP2 - SCIENTIFIC COORDINATION AND SUPPORT (8 EXISTING KPIS)**

* Update / adaptation of the methodological guidelines developed in the Baseline project
* Interpretation of minimum requirements
* Methodological support to Beneficiaries
* Design of data collection procedures and templates
* Provision of software for data collection
* Checking of the quality of the data collection by the Beneficiaries
* Design of the KPI database
* Integration of the Trendline data in the KPI database
* Integration of the Baseline data in the KPI database
* Integration of external data (e.g. ESRA) in the KPI database
* Drafting of KPI reports
* Quality assurance
* Technical Committee meetings
* Key Expert Group (KEG) meetings and activities

**WP 3 - POLICY INTEGRATION AND KNOWLEDGE DISSEMINATION**

* Website & Newsletter
* Finál / overall public report on Trendline
* Presentations at conferences and meetings
* Liaison / interaction with related initiatives (e.g. in Regional Road Safety Observatories)
* Scientific articles
* Dashboard

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* Finál conference / event
* Support for policy integration at national and European level

**WP4 - ACTIVITIES AT NATIONAL LEVEL**

All activities at national level, with the exception of those linked to the experimental indicators, are grouped in one work package, WP4. Unlike the other work packages, these activities are only funded at 50% of the cost, with a maximum of 350 000 euro per country.

In every Member State, four types of activities will také place:

* **Customisation of the common methodologies to the national situation.** This covers the determination of the type of methodology to be used (if there is a choice), the sample size for the observations, the number of observation locations, the data sources to be used, the period when the measurements will také place, the weighting factors to be used and the categorisations of road types. This also includes the choice of optional measurements (e.g., other vehicle types) and breakdowns (e.g., time periods) and any demands to the coordinator for exceptions or deviations to the common methodology (e.g. in case of the lack of motorways, or a low numbers of cyclists).
* **Data collection for the KPIs.** This covers the preparation of the observations and registrations, drafting of specifications for observers or subcontractors, training of staff for using the methodology, deploying the chosen methodology and supervision of the data collection process.
* **Analysis of the data collected and delivery of the KPIs.** This covers data checking, data cleaning, calculation of the required values and provision of these values in the agreed formats to the project coordinator.
* **Dissemination and use of the KPIs within national road safety policies.** This includes providing and communicating the KPI data to relevant stakeholders, supporting the integration of the KPIs in road safety policy monitoring systems, setting targets for the KPIs and identifying possible countermeasures. Additional scientific analyses and publications can also be undertaken.

There are considerable differences between Member States as to which KPIs that they intend to deliver (see Table 3), the timing of the data collection and analysis, and whether a grant is required for all the KPIs they will deliver (see Table 2).

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**Table 3: KPIs which participating Member States intend to deliver**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Speed on motorw ays | Speed on rural roads | Speed on urban roads | Safety belt | Child  restraint systém | Helmet for cyclists | Helmet for PTW riders | Driving under influence of alcohol | Distract- ion by mobile device | Vehicle safety | Post- crash care |
| Austria | X | X | X | X | X | X | X | X | X | X | X |
| Belgium | X | X | X |  | X | X |  | X | X | X | X |
| Bulgaria | X | X | X | X | X | X | X | X | X | X |  |
| Croatia | X | X |  | X | X | X | X |  | X |  |  |
| Cyprus |  |  | X |  |  |  | X |  |  |  | X |
| Czech Republic | X | X | X | X |  | X | X | X | X | X | X |
| Denmark | X | X | X | X |  | X | X |  |  | 9 |  |
| Finland | X | X | X | X |  | X |  | X |  | X | X |
| France |  |  |  | X |  | X | X |  | X |  |  |
| Germany |  |  |  | X | X | X | X | X | X | X |  |
| Greece | X | X | X | X |  |  | X | X | X | X | X |
| Hungary | X | X | X | X | X | X | X |  | X |  |  |
| Ireland | X | X | X | X | X | X | X | X | X | X |  |
| Italy | X | X | X |  |  |  |  | X | X | X |  |
| Latvia |  | X | X | X | X | X |  |  | X | X | X |
| Lithuania | X | X | X | X | X | X | X | X | X | X | X |
| Luxembourg | X | X | X |  |  |  |  | X | X |  |  |
| Netherlands |  |  |  | X | X |  | X | X | X | X |  |
| Poland | X | X | X | X | X | X | X | X | X |  |  |
| Portugal | X | X | X | X | X | X | X | X | X | X | X |
| Romania |  |  |  | X | X | X | X |  | X |  |  |
| Slovák ia | X | X | X | X |  | X | X |  | X | X |  |
| Slovenia | X | X | X | X | X | X | X | X |  |  |  |
| Spain | X | X | X | X | X | X | X | X | X | X |  |
| Sweden | X | X | X | X |  | X |  | X | X | X | X |

**WP5 - ACTIVITIES IN RELATION TO THE EXPERIMENTAL INDICATORS**

The activities in relation to the experimental indicators také place both at national and at European level. They are funded at 100%. This WP covers the following activities:

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* Literature review and consultation of experts
* Finál selection of the experimental indicators or methodologies
* Definition of scope and key parameters of the methodologies
* Development of the methodologies
* First try-out of the methodology (typically in one country)
* Review of the methodologies and drafting of the methodological guidelines
* Application of the methodology at limited scale in (typically) three to five countries
* Drafting of a report on the experiences gained with recommendations for further use.
  1. **OVERALL PLANNING AND LIST OF MILESTONES**

The following milestones háve been defined

* Ml: Signed Grant Agreement (February 2023)
* M2: Signed Consortium Agreement (March 2023)
* M3: Administrativě guidelines (April 2023)
* M4: First periodic report to the Commission (29 February 2024)
* M5: Second and finál report to the Commission (14 December 2025)
* M6: Establishment of Key Expert Groups (KEGs) for each of the eight KPIs (December 2022)
* M7: New version of the methodological guidelines for the eight KPIs (April 2023)
* M8: Templates and guidelines for data collection (June 2023)
* M9: Software for roadside observations (June 2023)
* M10: Finál version of the KPI database (July 2025)
* Mil: Reports on each of the eight KPIs (September 2025)
* Ml2: First version of the Trendline website (March 2023)
* Ml3: Finál conference (September 2025)
* Ml4: Dashboard (September 2025)
* Ml5: Public Finál Report (November 2025)
* Ml6: Definition of experimental indicators (March 2023)
* Ml7: Methodological guidelines for experimental indicators (March 2025)
* Ml8: Report on the experiences gained with experimental indicators (July 2025)

All key deliverables háve been linkcd to a milestone:

* ■ Methodological guidelines for existing and new KPIs
* ■ KPI database
* • KPI reports
* • Periodic and finál reports
* • Website with dashboard
  1. **SUBCONTRACTING**

In most countries, the subcontracting arrangements need to follow procurement rules, which explains why the subcontractors in generál háve not yet been identified and listed in this proposal. There are also subcontracting needs at the level of the coordinator, including: support

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for project management and administration; financial auditing; centrál data acquisition (e.g. Euro NCAP data); website and dashboard development, fees for experts, and external / language reviews of publications. For the experimental indicators, SWOV will manage the total budget and subsequently subcontract to all the beneficiaries.

The subcontracting amounts per benefíciary are included in Annex 2.

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**ESTIMATED BUDGET**

**Summary of budget (including breakdown by reporting period) and requested EU contribution**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Summary per Participant (EUR) | | | | |
| Beneficiary | Reporting period\_l | Reporting period\_2 | Sum of Total costs | Sum of EU contribution |
| 1. SWOV(Coord) | 559.000 | 601.000 | 1.160.000 | 1.160.000 |
| 1. SWOV(NL) | 20.000 | 80 000 | 100.000 | 50.000 |
| 2. BMK (AT) | - | 88.860 | 88.860 | 44.430 |
| 3. VIAS(BE) | 265.850 | 432.200 | 698.050 | 349.025 |
| 4. BGSARS (BU) | 152.605 | 156.619 | 309.225 | 154.612 |
| 5. FPZ(HR) | 102.555 | 135.945 | 238.500 | 119.250 |
| 6. MTCW (CY) | 42.561 | 249.891 | 292.452 | 146.226 |
| 7. CDV (CZ) | 49.100 | 32.400 | 81.500 | 40.750 |
| 8. DRD(DK) | - | - | - | - |
| 9. VTT (Fl) | 54.000 | 56.000 | 110.000 | 55.000 |
| 10. DSR (FR) | - | - | - | - |
| 11. BAST (DE) | 242.625 | 82.500 | 325.125 | 162.563 |
| 12. MIT(GR) | 285.802 | 271.770 | 557.572 | 278.786 |
| 13. KTI (HU) | 33.000 | 133.200 | 166.200 | 83.100 |
| 14. RSA(IE) | 90.690 | 96.970 | 187.660 | 93.830 |
| 15. CTL(IT) | 231.000 | 184.000 | 415.000 | 207.500 |
| 16. CSDD(LA) | 58.000 | 42.000 | 100.000 | 50.000 |
| 17. TKA(LT) | 220.000 | 180.000 | 400.000 | 200.000 |
| 18. MMTP(LU) | - | - | - | - |
| 19. ITS (PO) | 154.000 | 194 000 | 348.000 | 174.000 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 20. ANSR (PT) | 419.500 | 213.000 | 632.500 | 316.250 |
| 21. MTI (RO) | 93.600 | 58.400 | 152.000 | 76.000 |
| 22. RAR (RO) | 343.000 | 76.000 | 419.000 | 209.500 |
| 23. UNIZA (SK) | 52.500 | 52.500 | 105.000 | 52.500 |
| 24. AVP(SI) | - | 240.000 | 240.000 | 120.000 |
| 25. DGT(ES) | 20.000 | 450.000 | 470.000 | 235.000 |
| 26. STA (SE) | 20.000 | 30.000 | 50.000 | 25.000 |
| Total | 3.509, 388.37 | 4, 137,255.18 | 7,646,643.56 | 4,403,321.78 |

**Budget and El' contribution by work package**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Work  Package | Participant | Reporting period 1 | Reporting period 2 | Total costs | Funding rate (for work package) | El' contribution |
| WPl | SWOV (Coord) | 47.000.00 | 54.000.00 | 101.000.00 | 100% | 101.000.00 |
| WP2 | SWOV (Coord) | 137.000.00 | 120.000.00 | 257.000.00 | 100% | 257.000.00 |
| WP3 | SWOV (Coord) | 25.000.00 | 57.000.00 | 82.000.00 | 100% | 82.000.00 |
| WP4 | BMK (AT) | 0.00 | 88.860.00 | 88.860.00 | 50% | 44 430.00 |
| WP4 | VIAS(BE) | 265.850.00 | 432.200.00 | 698.050.00 | 50% | 349.025,00 |
| WP4 | BGSARS(BU) | 152.605.37 | 156.619,18 | 309.224.56 | 50% | 154.612.28 |
| WP4 | FPZ(HR) | 102.555.00 | 135.945.00 | 238.500.00 | 50% | 119.250.00 |
| WP4 | MTCW (CY) | 42.561.00 | 249.891.00 | 292.452.00 | 50% | 146.226.00 |
| WP4 | CDV(CZ) | 49.100.00 | 32.400.00 | 81.500.00 | 50% | 40.750.00 |
| WP4 | DRD (DK) | 0.00 | 0,00 | 0.00 | 50% | 0.00 |
| WP4 | VTT(FI) | 54.000.00 | 56.000.00 | 110.000.00 | 50% | 55.000.00 |
| WP4 | DSR(FR) | 0.00 | 0.00 | 0.00 | 50% | 0.00 |
| WP4 | BAST (DE) | 242.625,00 | 82.500,00 | 325.125.00 | 50% | 162.562.50 |
| WP4 | MIT(GR) | 285.802.00 | 271.770.00 | 557.572.00 | 50% | 278.786.00 |
| WP4 | KTI (HU) | 33.000.00 | 133.200.00 | 166.200.00 | 50% | 83.100.00 |
| WP4 | RSA(IE) | 90.690.00 | 96.970.00 | 187.660.00 | 50% | 93.830.00 |
| WP4 | CTL (IT) | 231.000.00 | 184.000.00 | 415.000.00 | 50% | 207.500.00 |
| WP4 | CSDD(LA) | 58.000.00 | 42.000.00 | 100.000.00 | 50% | 50.000.00 |
| WP4 | TKA(LT) | 220.000.00 | 180.000,00 | 400.000.00 | 50% | 200.000.00 |

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|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| WP4 | MMTP(LU) | 0.00 | 0.00 | 0.00 | 50% | 0.00 |
| WP4 | SWOV (NL) | 20.000.00 | 80.000.00 | 100.000.00 | 50% | 50.000.00 |
| WP4 | ITS(PO) | 154.000.00 | 194.000.00 | 348.000.00 | 50% | 174.000.00 |
| WP4 | ANSR(PT) | 419.500.00 | 213.000.00 | 632.500.00 | 50% | 316.250.00 |
| WP4 | MTI (RO) | 93.600.00 | 58.400.00 | 152.000.00 | 50% | 76.000.00 |
| WP4 | RAR (RO) | 343.000.00 | 76.000.00 | 419.000.00 | 50% | 209.500.00 |
| WP4 | UNIZA (SK) | 52.500.00 | 52.500.00 | 105.000.00 | 50% | 52.500.00 |
| WP4 | AVP(SI) | 0.00 | 240.000.00 | 240.000.00 | 50% | 120.000.00 |
| WP4 | DGT(ES) | 20.000.00 | 450.000.00 | 470.000.00 | 50% | 235.000.00 |
| WP4 | STA (SE) | 20.000.00 | 30.000.00 | 50.000.00 | 50% | 25.000.00 |
| WP5 | SWOV (Coord) | 350.000.00 | 370.000.00 | 720.000.00 | 100% | 720.000.00 |
| Total |  | 3.509,388.37 | 4, 137, 255.18 | 7.646.643,56 |  | 4.403.321,78 |

**Budget by type of costs**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | A. Personnel costs | B. Sub- contracting costs | C. Purchasc costs | | | Total costs | Funding rate % | Maximum EU contribution | Requested EU contribution | Maximum grant amount |
|  | AI Employees (or equivalent) | B  Subcontracting | C 1 Travel and subsístence | C 2 Equipment | C 3 Other goods, works and  Services |  |  |  |  |  |
| A 2 Natural persons under direct contract |
| A 3 Seconded persons |
| 1 SWOV  (Coordmator-  NL) | 196 720,00 | 887 280,00 | 41 000.00 | 0,00 | 35 000,00 | 1 160 000,00 | 100% | 1 160 000,00 | 1 160 000,00 | 1 160 000,00 |
| 1 SWOV (BEN  -NL) | 100 000,00 | 0,00 | 0.00 | 0,00 | 0,00 | 100 000,00 | 50% | 50000,00 | 50 000,00 | 50 000,00 |
| 2 BMK(AT) | 0.00 | 88 860,00 | 0,00 | 0,00 | 0,00 | 88 860,00 | 50% | 44 430,00 | 44 430,00 | 44 430,00 |
| 3 VIAS(BE) | 465 000,00 | 233 050,00 |  |  |  | 698 050.00 | 50% | 349 025,00 | 349 025,00 | 349 025,00 |
| 4 BGSARS (BU) | 39 868,50 | 225.036,23 | 4 141,46 |  | 40 178,37 | 309 224,56 | 50% | 154 612,28 | 154 612,28 | 154612,28 |
| 5 FPZ (HR) | 178 000,00 |  | 44 000,00 | 5 000,00 | 11 500,00 | 238 500,00 | 50% | 119.250,00 | 119 250,00 | 119 250,00 |
| 6 MTCW(CY) | 146 452,00 | 103 000,00 | 23 000,00 | 20 000,00 | 0,00 | 292 452,00 | 50% | 146 226,00 | 146 226.00 | 146 226,00 |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 7 CDV(CZ) | 67 900.00 | 8 000,00 | 2 700,00 | 2 400,00 | 500,00 | 81 500,00 | 50% | 40 750,00 | 40 750,00 | 40 750.00 |
| 8 DRD(DK) | 0.00 | 0,00 | 0.00 | 0,00 | 0.00 | 0,00 | 50% | 0,00 | 0,00 | 0.00 |
| 9 VTT(FI) | 100 000.00 |  | 10 000.00 |  |  | 110 000,00 | 50% | 55 000,00 | 55 000.00 | 55 000,00 |
| 10 DSR(FR) | 0,00 | 0,00 | 0,00 | 0.00 | 0,00 | 0,00 | 50% | 0,00 | 0,00 | 0,00 |
| 11 BAST (DE) | 70 125,00 | 245 000.00 | 10 000,00 |  |  | 325 125,00 | 50% | 162 562.50 | 162 562,50 | 162 562,50 |
| 12 MIT(GR) | 0,00 | 553 701.00 | 3 871,00 |  |  | 557 572,00 | 50% | 278 786,00 | 278 786,00 | 278 786,00 |
| 13 KTI (HU) | 109 200.00 | 45 000,00 | 12 000,00 | 0.00 | 0,00 | 166 200,00 | 50% | 83 100,00 | 83 100,00 | 83 100,00 |
| 14 RSA(IE) | 95 160.00 | 90 000,00 | 2 500,00 |  |  | 187 660,00 | 50% | 93 830,00 | 93 830,00 | 93 830.00 |
| 15 CTL(IT) | 229 000,00 | 100 000.00 | 15 000.00 | 61 000.00 | 10 000,00 | 415 000,00 | 50% | 207 500,00 | 207 500.00 | 207 500,00 |
| 16 CSDD(LA) | 26 000,00 | 50 000,00 | 3 000.00 | 1 000.00 | 20 000.00 | 100 000,00 | 50% | 50 000,00 | 50 000.00 | 50 000.00 |
| 17 TKA(LT) | 311 500,00 |  | 14 500,00 | 45 000.00 | 29 000,00 | 400 000.00 | 50% | 200 000,00 | 200 000.00 | 200 000.00 |
| 18 MMTP  (LU) | 0,00 | 0.00 | 0,00 | 0,00 | 0,00 | 0,00 | 50% | 0.00 | 0,00 | 0,00 |
| 19 ITS (PO) | 230 000,00 | 75 000.00 | 23 000,00 | 0,00 | 20 000,00 | 348 000,00 | 50% | 174 000,00 | 174 000,00 | 174 000,00 |
| 20 ANSR (PT) | 52 500,00 | 566 000.00 | 14 000.00 |  |  | 632 500.00 | 50% | 316 250,00 | 316 250.00 | 316 250,00 |
| 21 MTi(RO) | 86 400.00 |  | 58 000,00 | 3 600,00 | 4 000,00 | 152 000,00 | 50% | 76 000,00 | 76 000,00 | 76 000,00 |
| 22 RAR(RO) | 136 000.00 | 0,00 | 220 000,00 | 40 000,00 | 23 000.00 | 419 000.00 | 50% | 209 500,00 | 209 500.00 | 209 500,00 |
| 23 UN1ZA  (SK) | 90 000,00 |  | 15 000.00 |  |  | 105 000,00 | 50% | 52 500,00 | 52 500,00 | 52 500,00 |
| 24 AVP(SI) | 85 000,00 | 120 000.00 | 10 000,00 | 10 000,00 | 15 000,00 | 240 000,00 | 50% | 120 000,00 | 120 000.00 | 120 000,00 |
| 25 DGT(ES) | 70 000,00 | 400 000,00 |  |  |  | 470 000,00 | 50% | 235 000,00 | 235 000.00 | 235 000,00 |
| 26 STA (SE) | 5 000,00 | 42 000,00 | 3 000,00 |  |  | 50 000,00 | 50% | 25 000.00 | 25 000.00 | 25 000,00 |
| Total consortiu m | 2,889,825 50 | 3,831.927 23 | 528,712 46 | 188,000 00 | 208,178 37 | 7,646,643 56 |  | 4,403,321 78 | 4,403.321 78 | 4.403,321 78 |

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**ACCESSION FORM FOR BENEFICIARIES[[8]](#footnote-8)**

**MODEL FOR THE FINANCIAL STATEMENTS[[9]](#footnote-9)**

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**SPECIFIC RULES**

**GRANTS MANAGED OUTSIDE THE FUNDING & TENDERS PORTÁL**

For grants managed outside the Funding & Tenders Portál (see Data Sheet, Point 1):

Communications (Article 36) must not be made through the Portál, but by email to the following addresses:

for the coordinator:

SWOV (Institute for Road Safety Research)

Bezuidenhoutseweg 62

2594 AW Den Haag

P.O. Box 931 13, 2509 AC The Hague

The Netherlands

Email address: Trend 1 ine@;swov.n 1

for the granting authority:

For technical matters:

European Commission

Directoreate General for Mobility and Transport

Unit MOVE.C2 - Road Safety

DM 28 05/082

B - 1049 Brussels

Email address: [peter. whitten@ec.europa.eu](mailto:peter._whitten@ec.europa.eu)

For financial matters:

European Commission

MOVE / ENER Shared Resource Directorate

Unit SRD.3 - Budget and Financial Management

DM 24 01/060

B - 1049 Brussels

Email address: MOVE-ENER-FlNANCES4Tec.europa.eu

Communications must be made in writing and clearly identify the grant agreement (project number and acronym)

formal notifications must be sent by registered post with proof of delivery to the addresses above and will be considered to háve been received either on the delivery dáte registered by the postál Service or the deadline for collection at the post office

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deliverables (Article 21,1) are not set out in the Portál Continuous Reporting tool, but in Annex 1; they must not be uploaded in this tool. but sent to the granting authority by email

periodic reports and finaneial statements (Article 21,2) are not signed and submitted through the Portál Periodic Reporting tool, but must be sent to the granting authority by email

amendments and supporting documents (Article 39) are not eneoded and signed in the Portál Amendment tool, but must be signed on páper and sent to the granting authority (as formal notification); the same is trne for accession forms (Articles 40 and 41),

However, the following rules still apply:

information stored in the Participant Register must be kept up to dáte (Article 19,2)

the templates to be used are those published on Portál Reference Documents (Articles 21,23 and 24) data processing by the granting authority is subject to the Portál Privacy Statement (Article 15).

**MANDATE TO SWOV**

**FOR APPLICANTS OF THE TRENDLINE PROJECT**

Centrum dopravního výzkumu, v.v.i. **(CDV),** PIC 999450171, established in Czech Republic, Brno 636 00, Líšeňská 33a

**hereby confirms**

that CDV has been appointed by the national authorities of the Czech Republic to act as the national Applicant organisation for the call of the European Commission “MOVE/C2/2022- 54— Technical Assistance for the development and collection of Road safety Key Performance Indicators (KPI)” - further referred to as “Trendline”

**hereby agrees**

to be the national Applicant for The Czech Republic in the Trendline proposal

**hereby mandates**

**the coordinator, SWOV Institute for Road Safety Research, established in The Hague, The Netherlands,** to submit the Trendline proposal and sign in its name and on its behalf the Grant Agreement and any **amendments** to this Agreement.

Signature:

Director, Jindřich Frič

Ing.

Jindřich

Frič, Ph.D.

Digitálně podepsal Ing. Jindřich Frič, Ph.D.

Datum: 2022.10.04 18:18:02 +02'00'

1. Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union’s Financial interests by means of criminal law (OJ L 198, 28.7.2017, p. 29). [↑](#footnote-ref-1)
2. OJ C 316, 27.11.1995, p. 48. [↑](#footnote-ref-2)
3. Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities Financial interests (OJ L 312, 23.12.1995, p. 1). [↑](#footnote-ref-3)
4. For the definition, see Article 180(2)(a) EU Financial Regulation 2018/1046: **‘action grant’** means an EU grant to finance “an action intcndcd to help achieve a Union policy objective”. [↑](#footnote-ref-4)
5. Regulation (EU, Euratom) No 883/2013 of the European Parliament and ofthe Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18/09/2013, p. 1). [↑](#footnote-ref-5)
6. Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protéct the European Communities' finaneial interests against fraud and other irregularities (OJ L 292, 15/11/1996, p. 2). [↑](#footnote-ref-6)
7. Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8/6/1971, p. 1). [↑](#footnote-ref-7)
8. Template published on Portál Reference Documents. [↑](#footnote-ref-8)
9. 1 Template published on Portál Reference Documents. [↑](#footnote-ref-9)