ANNEX 2

ESTIMATED BUDGET FOR THE ACTION

	Estimated eligible[1] costs (per budget category)										Estimated EU contribution[2]			
	Direct costs								Indirect costs	Total costs	EU contribution to eligible costs			Maximum grant amount[6]
	A. Personnel costs			B. Subcontracting costs	C. Purchase costs			D. Other cost categories	E. Indirect costs[3]		Funding rate %[4]	Maximum EU contribution[5]	Requested EU contribution	
	A.1 Employees (or equivalent) A.2 Natural persons under direct contract A.3 Seconded persons		A.4 SME owners and natural person beneficiaries	B. Subcontracting	C.1 Travel and subsistence	C.2 Equipment	C.3 Other goods, works and services	D.2 Internally invoiced goods and services	E. Indirect costs					
Forms of funding	Actual costs	Unit costs (usual accounting practices)	Unit costs[7]	Actual costs	Actual costs	Actual costs	Actual costs	Unit costs (usual accounting practices)	Flat-rate costs[8]					
	a1	a2	a3	b	c1	c2	c3	d2	e = 0,25 * (a1 + a2 + a3 + c1 + c2 + c3)	f = a + b + c + d + e	U	g = f * U%	h	m
1 - Fraunhofer	[redacted]													
2 - ULEI														
3 - Singleron														
4 - SPM														
5 - MPE														
6 - TriNetX														
7 - MU														
8 - ITTM														
9 - UKW														
10 - IC														
11 - UNamur														
12 - UMCU														
13 - CHARITE														
14 - EBMT														
15 - HealthTree														
16 - ROCHE														
Σ consortium												10 060 452.50	9 999 252.50	9 999 252.50

[1] See Article 6 for the eligibility conditions. All amounts must be expressed in EUR (see Article 21 for the conversion rules).
[2] The consortium remains free to decide on a different internal distribution of the EU funding (via the consortium agreement; see Article 7).
[3] Indirect costs already covered by an operating grant (received under any EU funding programme) are ineligible (see Article 6.3). Therefore, a beneficiary/affiliated entity that receives an operating grant during the action duration cannot declare indirect costs for the year(s)/reporting period(s) covered by the operating grant, unless they can demonstrate that the operating grant does not cover any costs of the action. This requires specific accounting tools. Please immediately contact us via the EU Funding & Tenders Portal for details.
[4] See Data Sheet for the funding rate(s).
[5] This is the theoretical amount of the EU contribution to costs, if the reimbursement rate is applied to all the budgeted costs. This theoretical amount is then capped by the 'maximum grant amount'.
[6] The 'maximum grant amount' is the maximum grant amount decided by the EU. It normally corresponds to the requested grant, but may be lower.
[7] See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).
[8] See Data Sheet for the flat-rate.

ANNEX 2a

ADDITIONAL INFORMATION ON UNIT COSTS AND CONTRIBUTIONS

SME owners/natural person beneficiaries without salary (Decision C(2020) 7115[1])

Type: unit costs

Units: days spent working on the action (rounded up or down to the nearest half-day)

Amount per unit (daily rate): calculated according to the following formula:

{EUR 5 080 / 18 days = **282,22**}
multiplied by
{country-specific correction coefficient of the country where the beneficiary is established}

The country-specific correction coefficients used are those set out in the Horizon Europe Work Programme (section Marie Skłodowska-Curie actions) in force at the time of the call (see Portal Reference Documents).

HE and Euratom Research Infrastructure actions[2]

Type: unit costs

Units[3]: see (for each access provider and installation) the unit cost table in Annex 2b

Amount per unit*: see (for each access provider and installation) the unit cost table in Annex 2b

* Amount calculated as follows:

For trans-national access:

$$\frac{\text{average annual total trans-national access costs to the installation (over past two years[4])}}{\text{average annual total quantity of trans-national access to the installation (over past two years[5])}}$$

For virtual access:

$$\frac{\text{total virtual access costs to the installation (over the last year[6])}}{\text{total quantity of virtual access to the installation (over the last year[7])}}$$

Euratom staff mobility costs[8]

Monthly living allowance

Type: unit costs

---

1 Commission Decision of 20 October 2020 authorising the use of unit costs for the personnel costs of the owners of small and medium-sized enterprises and beneficiaries that are natural persons not receiving a salary for the work carried out by themselves under an action or work programme (C(2020)7715).

2 Decision of 19 April 2021 authorising the use of unit costs for the costs of providing trans-national and virtual access in Research Infrastructure actions under the Horizon Europe Programme (2021-2027) and the Research and Training Programme of the European Atomic Energy Community (2021-2025).

3 Unit of access (e.g. beam hours, weeks of access, sample analysis) fixed by the access provider in proposal.

4 In exceptional and duly justified cases, the granting authority may agree to a different reference period.

5 In exceptional and duly justified cases, the granting authority may agree to a different reference period.

6 In exceptional and duly justified cases, the granting authority may agree to a different reference period.

7 In exceptional and duly justified cases, the granting authority may agree to a different reference period.

8 Decision of 15 March 2021 authorising the use of unit costs for mobility in co-fund actions under the Research and Training Programme of the European Atomic Energy Community (2021-2025).

Units: months spent by the seconded staff member(s) on research and training in fission and fusion activities (person-month)

Amount per unit*: see (for each beneficiary/affiliated entity and secondment) the unit cost table in Annex 2b

* Amount calculated as follows from 1 January 2021:
{**EUR 4 300** multiplied by
country-specific correction coefficient** of the country where the staff member is seconded}[9]

**Country-specific correction coefficients as from 1 January 2021[10]

EU-Member States[11]

Country / Place	Coefficient (%)
Bulgaria	59,1
Czech Rep.	85,2
Denmark	131,3
Germany Bonn Karlsruhe Munich	101,9 95,8 98 113,9
Estonia	82,3
Ireland	129
Greece	81,4
Spain	94,2
France	120,5
Croatia	75,8
Italy Varese	95 90,7
Cyprus	78,2
Latvia	77,5
Lithuania	76,6
Hungary	71,9
Malta	94,7
Netherlands	113,9
Austria	107,9
Poland	70,9
Portugal	91,1
Romania	66,6
Slovenia	86,1

[9] Unit costs for living allowances are calculated by using a method of calculation similar to that applied for the secondment to the European Commission of seconded national experts (SNEs).

[10] ⚠ For the financial statements, the amount must be adjusted according to the actual place of secondment.
The revised coefficients were adopted in the Decision authorising the use of unit costs for the Fusion Programme co-fund action under the Research and training Programme of the European Atomic Energy Community 2021-2025. They are based on the 2020 Annual update of the remuneration and pensions of the officials and other servants of the European Union and the correction coefficients applied thereto (OJ C 428, 11.12.2020) to ensure purchasing power parity. The revised coefficient are applied as from 1 January 2021 through an amendment to the grant agreement.

[11] No correction coefficient shall be applicable in Belgium and Luxembourg.

Slovakia	80,6
Finland	118,4
Sweden	124,3

Third countries

Country/place	Coefficient (%)
China	82,2
India	72,3
Japan	111,8
Russia	92,7
South Korea	92,3
Switzerland	129,2
Ukraine	82,3
United Kingdom	97,6
United States	101,4 (New-York) 90,5 (Washington)

Mobility allowance

Type: Unit costs

Units: months spent by the seconded staff member(s) on research and training in fission and fusion activities (person-month)

Amount per unit: **EUR 600** per person-month; see (for each beneficiary/affiliated entity and secondment) the unit cost table in Annex 2b

Family allowance

Type: unit costs

Units: months spent by the seconded staff member(s) on research and training in fission and fusion activities (person-month)

Amount per unit: **EUR 660** per person-month; see (for each beneficiary/affiliated entity and secondment) the unit cost table in Annex 2b

Education allowance

Type: Unit costs

Units: months spent by the seconded staff member(s) on research and training in fission and fusion activities (person-month)

Amount per unit*: see (for each beneficiary/affiliated entity and secondment) the unit cost table in Annex 2b

*Amount calculated as follows from 1 January 2021:
{EUR 283.82 x number of dependent children[12]**}**

[12] For the estimated budget (Annex 2): an average should be used. (⚠ For the financial statements, the number of children (and months) must be adjusted according to the actual family status at the moment the secondment starts.)

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

UNIVERSITAET LEIPZIG (ULEI), PIC 999854564, established in RITTERSTRASSE 26, LEIPZIG 04109, Germany,

hereby agrees

to become beneficiary

in Agreement No 101136379 — CERTAINTY ('the Agreement')

between FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer) **and** the **European Health and Digital Executive Agency (HADEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

SINGLERON BIOTECHNOLOGIES GMBH (Singleron), PIC 886394149, established in GOTTFRIED HAGEN STRASSE 60-62, Cologne 51105, Germany,

hereby agrees

to become beneficiary

in Agreement No 101136379 — CERTAINTY ('the Agreement')

between FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer) **and** the **European Health and Digital Executive Agency (HADEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

COLLABORATE PROJECT MANAGEMENT UG HAFTUNGSBESCHRANKT (SPM), PIC 917706040, established in STEINSTRASSE 44, MUNCHEN 81677, Germany,

hereby agrees

to become beneficiary

in Agreement No 101136379 — CERTAINTY ('the Agreement')

between FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer) **and** the **European Health and Digital Executive Agency (HADEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

MYELOMA PATIENTS EUROPE AISBL (MPE), PIC 935347818, established in AVENUE LOUISE 143 4, BRUXELLES 1050, Belgium,

hereby agrees

to become beneficiary

in Agreement No 101136379 — CERTAINTY ('the Agreement')

between FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer) **and** the **European Health and Digital Executive Agency (HADEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

TRINETX ONCOLOGY GMBH (TriNetX), PIC 883064042, established in KAISER JOSEPH STRASSE 271, Freiburg 79098, Germany,

hereby agrees

to become beneficiary

in Agreement No 101136379 — CERTAINTY ('the Agreement')

between FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer) **and** the **European Health and Digital Executive Agency (HADEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

Masarykova univerzita (MU), PIC 999880657, established in Zerotinovo namesti 9, BRNO 601 77, Czechia,

hereby agrees

to become beneficiary

in Agreement No 101136379 — CERTAINTY ('the Agreement')

between FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer) **and** the **European Health and Digital Executive Agency (HADEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

INFORMATION TECHNOLOGY FOR TRANSLATIONAL MEDICINE (ITTM) SA (ITTM), PIC 920738745, established in 27 RUE HENRI KOCH, ESCH SUR ALZETTE 4354, Luxembourg,

hereby agrees

to become beneficiary

in Agreement No 101136379 — CERTAINTY ('the Agreement')

between FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer) **and** the **European Health and Digital Executive Agency (HADEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

UNIVERSITAETSKLINIKUM WUERZBURG - KLINIKUM DER BAYERISCHEN JULIUS-MAXIMILIANS-UNIVERSITAT (UKW), PIC 997297353, established in JOSEF-SCHNEIDER-STRASSE 2, WURZBURG 97080, Germany,

hereby agrees

to become beneficiary

in Agreement No 101136379 — CERTAINTY ('the Agreement')

between FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer) **and** the **European Health and Digital Executive Agency (HADEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

[redacted]

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

INSTITUT CURIE (IC), PIC 999896759, established in RUE D ULM 26, PARIS 75231, France,

hereby agrees

to become beneficiary

in Agreement No 101136379 — CERTAINTY ('the Agreement')

between FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer) **and** the **European Health and Digital Executive Agency (HADEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

UNIVERSITE DE NAMUR ASBL (UNamur), PIC 999891521, established in RUE DE BRUXELLES 61, NAMUR 5000, Belgium,

hereby agrees

to become beneficiary

in Agreement No 101136379 — CERTAINTY ('the Agreement')

between FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer) **and** the **European Health and Digital Executive Agency (HADEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

UNIVERSITAIR MEDISCH CENTRUM UTRECHT (UMCU), PIC 999915189, established in HEIDELBERGLAAN 100, UTRECHT 3584 CX, Netherlands,

hereby agrees

to become beneficiary

in Agreement No 101136379 — CERTAINTY ('the Agreement')

between FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer) **and** the **European Health and Digital Executive Agency (HADEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

CHARITE - UNIVERSITAETSMEDIZIN BERLIN (CHARITE), PIC 999992692, established in Chariteplatz 1, BERLIN 10117, Germany,

hereby agrees

to become beneficiary

in Agreement No 101136379 — CERTAINTY ('the Agreement')

between FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer) **and** the **European Health and Digital Executive Agency (HADEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

EUROPEAN SOCIETY FOR BLOOD AND MARROW TRANSPLANTATION (EBMT), PIC 987932003, established in RIJNSBURGERWEG 10, LEIDEN 2333 AA, Netherlands,

hereby agrees

to become beneficiary

in Agreement No 101136379 — CERTAINTY ('the Agreement')

between FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer) **and** the **European Health and Digital Executive Agency (HADEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

HEALTHTREE FOUNDATION INC (HealthTree), PIC 882348376, established in 2600 W EXECUTIVE PARKWAY SUITE 380, LEHI 84043, United States,

hereby agrees

to become beneficiary

in Agreement No 101136379 — CERTAINTY ('the Agreement')

between FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV (Fraunhofer) **and** the **European Health and Digital Executive Agency (HADEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

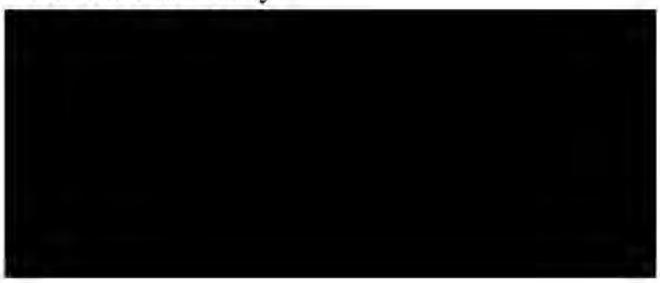
and mandates

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

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

SIGNATURE

For the beneficiary



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

	Eligible[1] costs (per budget category)																EU contribution[3]				Revenues
	Direct costs														Indirect costs	Total costs	EU contribution to eligible costs			Total requested EU contribution	Income generated by the action
	A. Personnel costs			B. Subcontracting costs	C. Purchase costs			D. Other cost categories							E. Indirect costs[2]		Funding rate %[3]	Maximum EU contribution[4]	Requested EU contribution		
	A.1 Employees (or equivalent) A.2 Natural persons under direct contract A.3 Seconded persons	A.4 SME owners and natural person beneficiaries		B. Subcontracting	C.1 Travel and subsistence	C.2 Equipment	C.3 Other goods, works and services	D.1 Financial support to third parties	D.2 Internally invoiced goods and services	D.3 Transnational access/cross-border access to research infrastructure unit costs	D.4 Virtual access to research infrastructure unit costs	[OPTION for HE MSCA PF/WF: D.5 PCP/PPI procurement costs]	[OPTION for European Regional Cultural Hubs: D.6 Kaleidoscope Cultural Hub mobility costs]	[OPTION for HE EIC Grants: D.7 EIC additional funding]	[OPTION for HE EIC Grants: D.8 EIC additional funding (subcontracting, TEPF and internally invoiced goods and services)]	E. Indirect costs						
Forms of funding	Actual costs	Unit cost (usual accounting practices)	Unit costs[5]	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Unit costs (usual accounting practices)	Lump sum[6]	Lump sum[7]	Actual costs	Lump sum[8]	Actual costs	Actual costs	Flat rate costs[9]					
	a1	a2	a3	b	c1	c2	c3	d1	d2	d3	d4	d5	d6	d7	d8	e = 0.25 * (a1 + a2 + a3 + b + c1 + c2 + c3 + d1 + d2 + d3 + d4 + d5 + d6 + d7 + d8)	f = parameter	g	g = f * [1]	h	i = [2]	j
XX – [short name beneficiary/affiliated entity]																					

The beneficiary/affiliated entity hereby confirms that:

The information provided is complete, reliable and true.

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

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

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

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

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

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

[3] See Data Sheet for the reimbursement rate(s).

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

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

[6] See Data Sheet for the flat rate.

ANNEX 5

SPECIFIC RULES

CONFIDENTIALITY AND SECURITY (— ARTICLE 13)

Sensitive information with security recommendation

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

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

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

EU classified information

If EU classified information is used or generated by the action, it must be treated in accordance with the security classification guide (SCG) and security aspect letter (SAL) set out in Annex 1 and Decision 2015/444[1] and its implementing rules — until it is declassified.

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

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

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

ETHICS (— ARTICLE 14)

Ethics and research integrity

The beneficiaries must carry out the action in compliance with:

- ethical principles (including the highest standards of research integrity)

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

and

- applicable EU, international and national law, including the EU Charter of Fundamental Rights and the European Convention for the Protection of Human Rights and Fundamental Freedoms and its Supplementary Protocols.

No funding can be granted, within or outside the EU, for activities that are prohibited in all Member States. No funding can be granted in a Member State for an activity which is forbidden in that Member State.

The beneficiaries must pay particular attention to the principle of proportionality, the right to privacy, the right to the protection of personal data, the right to the physical and mental integrity of persons, the right to non-discrimination, the need to ensure protection of the environment and high levels of human health protection.

The beneficiaries must ensure that the activities under the action have an exclusive focus on civil applications.

The beneficiaries must ensure that the activities under the action do not:

- aim at human cloning for reproductive purposes
- intend to modify the genetic heritage of human beings which could make such modifications heritable (with the exception of research relating to cancer treatment of the gonads, which may be financed)
- intend to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer, or
- lead to the destruction of human embryos (for example, for obtaining stem cells).

Activities involving research on human embryos or human embryonic stem cells may be carried out only if:

- they are set out in Annex 1 or
- the coordinator has obtained explicit approval (in writing) from the granting authority.

In addition, the beneficiaries must respect the fundamental principle of research integrity — as set out in the European Code of Conduct for Research Integrity[2].

This implies compliance with the following principles:

- reliability in ensuring the quality of research reflected in the design, the methodology, the analysis and the use of resources
- honesty in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way

---

[2] European Code of Conduct for Research Integrity of ALLEA (All European Academies).

- respect for colleagues, research participants, society, ecosystems, cultural heritage and the environment
- accountability for the research from idea to publication, for its management and organisation, for training, supervision and mentoring, and for its wider impacts

and means that beneficiaries must ensure that persons carrying out research tasks follow the good research practices including ensuring, where possible, openness, reproducibility and traceability and refrain from the research integrity violations described in the Code.

Activities raising ethical issues must comply with the additional requirements formulated by the ethics panels (including after checks, reviews or audits; see Article 25).

Before starting an action task raising ethical issues, the beneficiaries must have obtained all approvals or other mandatory documents needed for implementing the task, notably from any (national or local) ethics committee or other bodies such as data protection authorities.

The documents must be kept on file and be submitted upon request by the coordinator to the granting authority. If they are not in English, they must be submitted together with an English summary, which shows that the documents cover the action tasks in question and includes the conclusions of the committee or authority concerned (if any).

VALUES (— ARTICLE 14)

Gender mainstreaming

The beneficiaries must take all measures to promote equal opportunities between men and women in the implementation of the action and, where applicable, in line with the gender equality plan. They must aim, to the extent possible, for a gender balance at all levels of personnel assigned to the action, including at supervisory and managerial level.

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

Definitions

Access rights — Rights to use results or background.

Dissemination — The public disclosure of the results by appropriate means, other than resulting from protecting or exploiting the results, including by scientific publications in any medium.

Exploit(ation) — The use of results in further research and innovation activities other than those covered by the action concerned, including among other things, commercial exploitation such as developing, creating, manufacturing and marketing a product or process, creating and providing a service, or in standardisation activities.

Fair and reasonable conditions — Appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the results or background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.

FAIR principles — 'findability', 'accessibility', 'interoperability' and 'reusability'.

Open access — Online access to research outputs provided free of charge to the end-user.

Open science — An approach to the scientific process based on open cooperative work, tools and diffusing knowledge.

Research data management — The process within the research lifecycle that includes the organisation, storage, preservation, security, quality assurance, allocation of persistent identifiers (PIDs) and rules and procedures for sharing of data including licensing.

Research outputs — Results to which access can be given in the form of scientific publications, data or other engineered results and processes such as software, algorithms, protocols, models, workflows and electronic notebooks.

Scope of the obligations

For this section, references to 'beneficiary' or 'beneficiaries' do not include affiliated entities (if any).

Agreement on background

The beneficiaries must identify in a written agreement the background as needed for implementing the action or for exploiting its results.

Where the call conditions restrict control due to strategic interests reasons, background that is subject to control or other restrictions by a country (or entity from a country) which is not one of the eligible countries or target countries set out in the call conditions and that impact the exploitation of the results (i.e. would make the exploitation of the results subject to control or restrictions) must not be used and must be explicitly excluded from it in the agreement on background — unless otherwise agreed with the granting authority.

Ownership of results

Results are owned by the beneficiaries that generate them.

However, two or more beneficiaries own results jointly if:

- they have jointly generated them and
- it is not possible to:
  - establish the respective contribution of each beneficiary, or
  - separate them for the purpose of applying for, obtaining or maintaining their protection.

The joint owners must agree — in writing — on the allocation and terms of exercise of their joint ownership ('**joint ownership agreement**'), to ensure compliance with their obligations under this Agreement.

Unless otherwise agreed in the joint ownership agreement or consortium agreement, each joint owner may grant non-exclusive licences to third parties to exploit the jointly-owned results (without any right to sub-license), if the other joint owners are given:

- at least 45 days advance notice and
- fair and reasonable compensation.

The joint owners may agree — in writing — to apply another regime than joint ownership.

If third parties (including employees and other personnel) may claim rights to the results, the beneficiary concerned must ensure that those rights can be exercised in a manner compatible with its obligations under the Agreement.

The beneficiaries must indicate the owner(s) of the results (results ownership list) in the final periodic report.

Protection of results

Beneficiaries which have received funding under the grant must adequately protect their results — for an appropriate period and with appropriate territorial coverage — if protection is possible and justified, taking into account all relevant considerations, including the prospects for commercial exploitation, the legitimate interests of the other beneficiaries and any other legitimate interests.

Exploitation of results

Beneficiaries which have received funding under the grant must — up to four years after the end of the action (see Data Sheet, Point 1) — use their best efforts to exploit their results directly or to have them exploited indirectly by another entity, in particular through transfer or licensing.

If, despite a beneficiary's best efforts, the results are not exploited within one year after the end of the action, the beneficiaries must (unless otherwise agreed in writing with the granting authority) use the Horizon Results Platform to find interested parties to exploit the results.

If results are incorporated in a standard, the beneficiaries must (unless otherwise agreed with the granting authority or unless it is impossible) ask the standardisation body to include the funding statement (see Article 17) in (information related to) the standard.

Additional exploitation obligations

Where the call conditions impose additional exploitation obligations (including obligations linked to the restriction of participation or control due to strategic assets, interests, autonomy or security reasons), the beneficiaries must comply with them — up to four years after the end of the action (see Data Sheet, Point 1).

Where the call conditions impose additional exploitation obligations in case of a public emergency, the beneficiaries must (if requested by the granting authority) grant for a limited period of time specified in the request, non-exclusive licences — under fair and reasonable conditions — to their results to legal entities that need the results to address the public emergency and commit to rapidly and broadly exploit the resulting products and services at fair and reasonable conditions. This provision applies up to four years after the end of the action (see Data Sheet, Point 1).

Additional information obligation relating to standards

Where the call conditions impose additional information obligations relating to possible standardisation, the beneficiaries must — up to four years after the end of the action (see Data Sheet, Point 1) — inform the granting authority, if the results could reasonably be expected to contribute to European or international standards.

Transfer and licensing of results

Transfer of ownership

The beneficiaries may transfer ownership of their results, provided this does not affect compliance with their obligations under the Agreement.

The beneficiaries must ensure that their obligations under the Agreement regarding their results are passed on to the new owner and that this new owner has the obligation to pass them on in any subsequent transfer.

Moreover, they must inform the other beneficiaries with access rights of the transfer at least 45 days in advance (or less if agreed in writing), unless agreed otherwise in writing for specifically identified third parties including affiliated entities or unless impossible under the applicable law. This notification must include sufficient information on the new owner to enable the beneficiaries concerned to assess the effects on their access rights. The beneficiaries may object within 30 days of receiving notification (or less if agreed in writing), if they can show that the transfer would adversely affect their access rights. In this case, the transfer may not take place until agreement has been reached between the beneficiaries concerned.

Granting licences

The beneficiaries may grant licences to their results (or otherwise give the right to exploit them), including on an exclusive basis, provided this does not affect compliance with their obligations.

Exclusive licences for results may be granted only if all the other beneficiaries concerned have waived their access rights.

Granting authority right to object to transfers or licensing — Horizon Europe actions

Where the call conditions in Horizon Europe actions provide for the right to object to transfers or licensing, the granting authority may — up to four years after the end of the action (see Data Sheet, Point 1) — object to a transfer of ownership or the exclusive licensing of results, if:

- the beneficiaries which generated the results have received funding under the grant
- it is to a legal entity established in a non-EU country not associated with Horizon Europe, and
- the granting authority considers that the transfer or licence is not in line with EU interests.

Beneficiaries that intend to transfer ownership or grant an exclusive licence must formally notify the granting authority before the intended transfer or licensing takes place and:

- identify the specific results concerned
- describe in detail the new owner or licensee and the planned or potential exploitation of the results, and
- include a reasoned assessment of the likely impact of the transfer or licence on EU interests, in particular regarding competitiveness as well as consistency with ethical principles and security considerations.

The granting authority may request additional information.

If the granting authority decides to object to a transfer or exclusive licence, it must formally notify the beneficiary concerned within 60 days of receiving notification (or any additional information it has requested).

No transfer or licensing may take place in the following cases

- pending the granting authority decision, within the period set out above
- if the granting authority objects
- until the conditions are complied with, if the granting authority objection comes with conditions.

A beneficiary may formally notify a request to waive the right to object regarding intended transfers or grants to a specifically identified third party, if measures safeguarding EU interests are in place. If the granting authority agrees, it will formally notify the beneficiary concerned within 60 days of receiving notification (or any additional information requested).

Granting authority right to object to transfers or licensing — Euratom actions

Where the call conditions in Euratom actions provide for the right to object to transfers or licensing, the granting authority may — up to four years after the end of the action (see Data Sheet, Point 1) — object to a transfer of ownership or the exclusive or non-exclusive licensing of results, if:

- the beneficiaries which generated the results have received funding under the grant
- it is to a legal entity established in a non-EU country not associated to the Euratom Research and Training Programme 2021-2025 and
- the granting authority considers that the transfer or licence is not in line with the EU interests.

Beneficiaries that intend to transfer ownership or grant a licence must formally notify the granting authority before the intended transfer or licensing takes place and:

- identify the specific results concerned
- describe in detail the results, the new owner or licensee and the planned or potential exploitation of the results, and
- include a reasoned assessment of the likely impact of the transfer or licence on EU interests, in particular regarding competitiveness as well as consistency with

ethical principles and security considerations (including the defence interests of the EU Member States under Article 24 of the Euratom Treaty).

The granting authority may request additional information.

If the granting authority decides to object to a transfer or licence, it will formally notify the beneficiary concerned within 60 days of receiving notification (or any additional information requested).

No transfer or licensing may take place in the following cases:

- pending the granting authority decision, within the period set out above
- if the granting authority objects
- until the conditions are complied with, if the granting authority objection comes with conditions.

A beneficiary may formally notify a request to waive the right to object regarding intended transfers or grants to a specifically identified third party, if measures safeguarding EU interests are in place. If the granting authority agrees, it will formally notify the beneficiary concerned within 60 days of receiving notification (or any additional information requested).

Limitations to transfers and licensing due to strategic assets, interests, autonomy or security reasons of the EU and its Member States

Where the call conditions restrict participation or control due to strategic assets, interests, autonomy or security reasons, the beneficiaries may not transfer ownership of their results or grant licences to third parties which are established in countries which are not eligible countries or target countries set out in the call conditions (or, if applicable, are controlled by such countries or entities from such countries) — unless they have requested and received prior approval by the granting authority.

The request must:

- identify the specific results concerned
- describe in detail the new owner and the planned or potential exploitation of the results, and
- include a reasoned assessment of the likely impact of the transfer or license on the strategic assets, interests, autonomy or security of the EU and its Member States.

The granting authority may request additional information.

Access rights to results and background

Exercise of access rights — Waiving of access rights — No sub-licensing

Requests to exercise access rights and the waiver of access rights must be in writing.

Unless agreed otherwise in writing with the beneficiary granting access, access rights do not include the right to sub-license.

If a beneficiary is no longer involved in the action, this does not affect its obligations to grant access.

If a beneficiary defaults on its obligations, the beneficiaries may agree that that beneficiary no longer has access rights.

Access rights for implementing the action

The beneficiaries must grant each other access — on a royalty-free basis — to background needed to implement their own tasks under the action, unless the beneficiary that holds the background has — before acceding to the Agreement —:

- informed the other beneficiaries that access to its background is subject to restrictions, or
- agreed with the other beneficiaries that access would not be on a royalty-free basis.

The beneficiaries must grant each other access — on a royalty-free basis — to results needed for implementing their own tasks under the action.

Access rights for exploiting the results

The beneficiaries must grant each other access — under fair and reasonable conditions — to results needed for exploiting their results.

The beneficiaries must grant each other access — under fair and reasonable conditions — to background needed for exploiting their results, unless the beneficiary that holds the background has — before acceding to the Agreement — informed the other beneficiaries that access to its background is subject to restrictions.

Requests for access must be made — unless agreed otherwise in writing — up to one year after the end of the action (see Data Sheet, Point 1).

Access rights for entities under the same control

Unless agreed otherwise in writing by the beneficiaries, access to results and, subject to the restrictions referred to above (if any), background must also be granted — under fair and reasonable conditions — to entities that:

- are established in an EU Member State or Horizon Europe associated country
- are under the direct or indirect control of another beneficiary, or under the same direct or indirect control as that beneficiary, or directly or indirectly controlling that beneficiary and
- need the access to exploit the results of that beneficiary.

Unless agreed otherwise in writing, such requests for access must be made by the entity directly to the beneficiary concerned.

Requests for access must be made — unless agreed otherwise in writing — up to one year after the end of the action (see Data Sheet, Point 1).

Access rights for the granting authority, EU institutions, bodies, offices or agencies and national authorities to results for policy purposes — Horizon Europe actions

In Horizon Europe actions, the beneficiaries which have received funding under the grant must grant access to their results — on a royalty-free basis — to the granting authority, EU institutions, bodies, offices or agencies for developing, implementing and monitoring EU policies or programmes. Such access rights do not extend to beneficiaries' background.

Such access rights are limited to non-commercial and non-competitive use.

For actions under the cluster 'Civil Security for Society', such access rights also extend to national authorities of EU Member States for developing, implementing and monitoring their policies or programmes in this area. In this case, access is subject to a bilateral agreement to define specific conditions ensuring that:

- the access rights will be used only for the intended purpose and
- appropriate confidentiality obligations are in place.

Moreover, the requesting national authority or EU institution, body, office or agency (including the granting authority) must inform all other national authorities of such a request.

Access rights for the granting authority, Euratom institutions, funding bodies or the Joint Undertaking Fusion for Energy — Euratom actions

In Euratom actions, the beneficiaries which have received funding under the grant must grant access to their results — on a royalty-free basis — to the granting authority, Euratom institutions, funding bodies or the Joint Undertaking Fusion for Energy for developing, implementing and monitoring Euratom policies and programmes or for compliance with obligations assumed through international cooperation with non-EU countries and international organisations.

Such access rights include the right to authorise third parties to use the results in public procurement and the right to sub-license and are limited to non-commercial and non-competitive use.

Additional access rights

Where the call conditions impose additional access rights, the beneficiaries must comply with them.

COMMUNICATION, DISSEMINATION, OPEN SCIENCE AND VISIBILITY (— ARTICLE 17)

Dissemination

Dissemination of results

The beneficiaries must disseminate their results as soon as feasible, in a publicly available format, subject to any restrictions due to the protection of intellectual property, security rules or legitimate interests.

A beneficiary that intends to disseminate its results must give at least 15 days advance notice to the other beneficiaries (unless agreed otherwise), together with sufficient information on the results it will disseminate.

Any other beneficiary may object within (unless agreed otherwise) 15 days of receiving notification, if it can show that its legitimate interests in relation to the results or background would be significantly harmed. In such cases, the results may not be disseminated unless appropriate steps are taken to safeguard those interests.

Additional dissemination obligations

Where the call conditions impose additional dissemination obligations, the beneficiaries must also comply with those.

Open Science

Open science: open access to scientific publications

The beneficiaries must ensure open access to peer-reviewed scientific publications relating to their results. In particular, they must ensure that:

- at the latest at the time of publication, a machine-readable electronic copy of the published version or the final peer-reviewed manuscript accepted for publication, is deposited in a trusted repository for scientific publications
- immediate open access is provided to the deposited publication via the repository, under the latest available version of the Creative Commons Attribution International Public Licence (CC BY) or a licence with equivalent rights; for monographs and other long-text formats, the licence may exclude commercial uses and derivative works (e.g. CC BY-NC, CC BY-ND) and
- information is given via the repository about any research output or any other tools and instruments needed to validate the conclusions of the scientific publication.

Beneficiaries (or authors) must retain sufficient intellectual property rights to comply with the open access requirements.

Metadata of deposited publications must be open under a Creative Common Public Domain Dedication (CC 0) or equivalent, in line with the FAIR principles (in particular machine-actionable) and provide information at least about the following: publication (author(s), title, date of publication, publication venue); Horizon Europe or Euratom funding; grant project name, acronym and number; licensing terms; persistent identifiers for the publication, the authors involved in the action and, if possible, for their organisations and the grant. Where applicable, the metadata must include persistent identifiers for any research output or any other tools and instruments needed to validate the conclusions of the publication.

Only publication fees in full open access venues for peer-reviewed scientific publications are eligible for reimbursement.

Open science: research data management

The beneficiaries must manage the digital research data generated in the action ('data') responsibly, in line with the FAIR principles and by taking all of the following actions:

- establish a data management plan ('DMP') (and regularly update it)

- as soon as possible and within the deadlines set out in the DMP, deposit the data in a trusted repository; if required in the call conditions, this repository must be federated in the EOSC in compliance with EOSC requirements

- as soon as possible and within the deadlines set out in the DMP, ensure open access — via the repository — to the deposited data, under the latest available version of the Creative Commons Attribution International Public License (CC BY) or Creative Commons Public Domain Dedication (CC 0) or a licence with equivalent rights, following the principle 'as open as possible as closed as necessary', unless providing open access would in particular:

    - be against the beneficiary's legitimate interests, including regarding commercial exploitation, or

    - be contrary to any other constraints, in particular the EU competitive interests or the beneficiary's obligations under this Agreement; if open access is not provided (to some or all data), this must be justified in the DMP

- provide information via the repository about any research output or any other tools and instruments needed to re-use or validate the data.

Metadata of deposited data must be open under a Creative Common Public Domain Dedication (CC 0) or equivalent (to the extent legitimate interests or constraints are safeguarded), in line with the FAIR principles (in particular machine-actionable) and provide information at least about the following: datasets (description, date of deposit, author(s), venue and embargo); Horizon Europe or Euratom funding; grant project name, acronym and number; licensing terms; persistent identifiers for the dataset, the authors involved in the action, and, if possible, for their organisations and the grant. Where applicable, the metadata must include persistent identifiers for related publications and other research outputs.

Open science: additional practices

Where the call conditions impose additional obligations regarding open science practices, the beneficiaries must also comply with those.

Where the call conditions impose additional obligations regarding the validation of scientific publications, the beneficiaries must provide (digital or physical) access to data or other results needed for validation of the conclusions of scientific publications, to the extent that their legitimate interests or constraints are safeguarded (and unless they already provided the (open) access at publication).

Where the call conditions impose additional open science obligations in case of a public emergency, the beneficiaries must (if requested by the granting authority) immediately deposit any research output in a repository and provide open access to it under a CC BY licence, a Public Domain Dedication (CC 0) or equivalent. As an exception, if the access would be against the beneficiaries' legitimate interests, the beneficiaries must grant non-exclusive licenses — under fair and reasonable conditions — to legal entities that need the research output to address the public emergency and commit to rapidly and broadly exploit the resulting products and services at fair and reasonable conditions. This provision applies up to four years after the end of the action (see Data Sheet, Point 1).

Plan for the exploitation and dissemination of results including communication activities

Unless excluded by the call conditions, the beneficiaries must provide and regularly update a plan for the exploitation and dissemination of results including communication activities.

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

Implementation in case of restrictions due to strategic assets, interests, autonomy or security of the EU and its Member States

Where the call conditions restrict participation or control due to strategic assets, interests, autonomy or security, the beneficiaries must ensure that none of the entities that participate as affiliated entities, associated partners, subcontractors or recipients of financial support to third parties are established in countries which are not eligible countries or target countries set out in the call conditions (or, if applicable, are controlled by such countries or entities from such countries) — unless otherwise agreed with the granting authority.

The beneficiaries must moreover ensure that any cooperation with entities established in countries which are not eligible countries or target countries set out in the call conditions (or, if applicable, are controlled by such countries or entities from such countries) does not affect the strategic assets, interests, autonomy or security of the EU and its Member States.

Recruitment and working conditions for researchers

The beneficiaries must take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers[3], in particular regarding:

- working conditions
- transparent recruitment processes based on merit, and
- career development.

The beneficiaries must ensure that researchers and all participants involved in the action are aware of them.

Specific rules for access to research infrastructure activities

Definitions

Research Infrastructures — Facilities that provide resources and services for the research communities to conduct research and foster innovation in their fields. This definition includes the associated human resources, and it covers major equipment or sets of instruments; knowledge-related facilities such as collections, archives or scientific data infrastructures; computing systems, communication networks, and any other infrastructure, of a unique nature and open to external users, essential to achieve excellence in research and innovation. Where relevant, they may be used beyond research, for example

[3] Commission Recommendation 2005/251/EC of 11 March 2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers (OJ L 75, 22.3.2005, p. 67).

for education or public services, and they may be 'single-sited', 'virtual' or 'distributed'[4]:

When implementing access to research infrastructure activities, the beneficiaries must respect the following conditions:

- for transnational access:
  - access which must be provided:

    The access must be free of charge, transnational access to research infrastructure or installations for selected user-groups.

    The access must include the logistical, technological and scientific support and the specific training that is usually provided to external researchers using the infrastructure. Transnational access can be either in person (hands-on), provided to selected users that visit the installation to make use of it, or remote, through the provision to selected user-groups of remote scientific services (e.g. provision of reference materials or samples, remote access to a high-performance computing facility).

  - categories of users that may have access:

    Transnational access must be provided to selected user-groups, i.e. teams of one or more researchers (users).

    The majority of the users must work in a country other than the country(ies) where the installation is located (unless access is provided by an international organisation, the Joint Research Centre (JRC), an ERIC or similar legal entity).

    Only user groups that are allowed to disseminate the results they have generated under the action may benefit from the access (unless the users are working for SMEs).

    Access for user groups with a majority of users not working in a EU Member State or Horizon Europe associated country is limited to 20% of the total amount of units of access provided under the grant (unless a higher percentage is foreseen in Annex 1).

  - procedure and criteria for selecting user groups:

    The user groups must request access by submitting (in writing) a description of the work that they wish to carry out and the names, nationalities and home institutions of the users.

    The user groups must be selected by (one or more) selection panels set up by the consortium.

[4] See Article 2(1) of the Horizon Europe Framework Programme Regulation 2021/695.

The selection panels must be composed of international experts in the field, at least half of them independent from the consortium (unless otherwise specified in Annex 1).

The selection panels must assess all proposals received and recommend a short-list of the user groups that should benefit from access.

The selection panels must base their selection on scientific merit, taking into account that priority should be given to user groups composed of users who:

- have not previously used the installation and
- are working in countries where no equivalent research infrastructure exist.

It will apply the principles of transparency, fairness and impartiality.

Where the call conditions impose additional rules for the selection of user groups, the beneficiaries must also comply with those.

- other conditions:

The beneficiaries must request written approval from the granting authority for the selection of user groups requiring visits to the installations exceeding 3 months (unless such visits are foreseen in Annex 1).

In addition, the beneficiaries must:

- advertise widely, including on a their websites, the access offered under the Agreement
- promote equal opportunities in advertising the access and take into account the gender dimension when defining the support provided to users
- ensure that users comply with the terms and conditions of the Agreement
- ensure that its obligations under Articles 12, 13, 17 and 33 also apply to the users
- keep records of the names, nationalities, and home institutions of users, as well as the nature and quantity of access provided to them

- for virtual access:
  - access which must be provided:

The access must be free of charge, virtual access to research infrastructure or installations.

'Virtual access' means open and free access through communication networks to digital resources and services needed for research, without selecting the users to whom access is provided.

The access must include the support that is usually provided to external users.

Where allowed by the call conditions, beneficiaries may in justified cases define objective eligibility criteria (e.g. affiliation to a research or academic institution) for specific users.

- other conditions:

  The beneficiaries must have the virtual access services assessed periodically by a board composed of international experts in the field, at least half of whom must be independent from the consortium (unless otherwise specified in Annex 1). For this purpose, information and statistics on the users and the nature and quantity of the access provided, must be made available to the board.

  The beneficiaries must advertise widely, including on a dedicated website, the access offered under the grant and the eligibility criteria, if any.

  Where the call conditions impose additional traceability[5] obligations, information on the traceability of the users and the nature and quantity of access must be provided by the beneficiaries.

These obligations apply regardless of the form of funding or budget categories used to declare the costs (unit costs or actual costs or a combination of the two).

[5] According to the definition given in ISO 9000, i.e.: "Traceability is the ability to trace the history, application, use and location of an item or its characteristics through recorded identification data." The users can be traced, for example, by authentication and/or by authorization or by other means that allows for analysis of the type of users and the nature and quantity of access provided.

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