

Project: 101079778 – DANUBIUS-IP

“End User for TEST RUN of DANUBIUS-RI services” AGREEMENT

AGREEMENT N° DANUBIUS-IP – 01.24-DIP-TR

BETWEEN

The **National Institute for Research and Development on Geology and Geo-Ecology - GeoEcoMar**, hereinafter referred as **GeoEcoMar** or COORDINATOR, whose registered office is at Bucharest, 23-25, Dimitrie Onciul Street, Sector 2, Romania represented by ADRIAN STANICA, acting in his capacity of Director General,

on the one hand,

AND:

The **Ústav výzkumu globální změny AV ČR, v.v.i.**, hereinafter referred as **CzechGlobe** or SERVICE PROVIDER, whose registered office is at Brno, Bělidla 986/4s, 603 00, represented by Michal V. Marek, director.

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The **National Institute for Research and Development on Geology and Geo-Ecology - GeoEcoMar**, hereinafter referred as **GeoEcoMar** or COORDINATOR, whose registered office is at Bucharest, 23-25, Dimitrie Onciul Street, Sector 2, Romania represented by DAN VASILIU, acting in his capacity of Director of GeoEcoMar CONSTANTA Branch,

on the second hand,

AND:

The **Università degli Studi di Milano-Bicocca** hereinafter referred as **UNIMIB** or END USER, whose registered office is at Piazza dell'Ateneo Nuovo, 1 - 20126, Milano, represented by Roberto Colombo, as principal investigator of the project

on the other hand,

hereafter individually called the "Party" or collectively the "Parties"

PREAMBLE

WHEREAS the DANUBIUS-IP Project, is an EU project funded through the Horizon Europe Programme, aimed to support the ongoing development of DANUBIUS-RI – an environmental research infrastructure linking rivers and seas– as it proceeds towards its Operational Phase, bound to the general EC terms for project funding;

WHEREAS the DANUBIUS-IP Project within its duration of 3 years (01.10.2022 – 30/09/2025), includes access to the services provided by the DANUBIUS-IP beneficiaries in the TEST-RUN of DANUBIUS-RI services, hereafter referred to as TEST-RUN, providing researchers with access to research infrastructure thanks to EC funding;

WHEREAS GeoEcoMar, as Coordinator of DANUBIUS-IP, has concluded a Grant Agreement with the European Community in order to implement the DANUBIUS-IP Project, hereafter referred to as the EC-Contract;

WHEREAS GeoEcoMar, as Coordinator, in execution of the EC-Contract, has concluded a Consortium Agreement with the 23 beneficiaries (Project Partners and Associated Partners);

WHEREAS the Consortium sets for TEST-RUN of DANUBIUS-RI services, the principle quantity of access to be provided by the concerned Parties and the following rules:

- minimum one call for scientific proposals will be launched during the project.
- Proposals are selected through a peer review procedure by an international User Selection Panel comprising representatives of the major components of DANUBIUS-RI.
- This selection panel is acting for all the DANUBIUS-IP beneficiaries based on jointly agreed common selection rules. Proposals will be evaluated based on 4 criteria:
 - o Scientific excellence (maximum score 45 points, minimum threshold 20 points);
 - o Socio-economic importance (maximum score 15 points, minimum threshold 5 points);
 - o Track record of applicant (maximum score 15 points, minimum threshold 5 points);
 - o Interdisciplinarity (maximum score 15 points, minimum threshold 5 points).
 - o 10 points are granted from the start to all proposers.
- Use of the service will commence at the latest 3 months after the announcement of successful proposals to allow for the scheduling and preparation of the service

WHEREAS the Parties wish to determine the terms and conditions of this DANUBIUS-IP TEST-RUN “End User” agreement.

THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

PRELIMINARY ARTICLE - DEFINITIONS

Words beginning with a capital letter shall have the meaning defined herein without the need to replicate said terms herein.

“**Agreement**” shall designate this DANUBIUS-IP TEST-RUN “End User” agreement.

“**TEST-RUN**” shall designate under project Horizon Europe DANUBIUS-IP the use of the scientific services offered by the SERVICE PROVIDER to the END USER defined in Appendix 1 attached hereto, with the final purpose of developing mature and well established procedures of access to the DANUBIUS-RI scientific services.

“**Granting Letter**” shall designate the official letter presented in Appendix 2 within which the COORDINATOR and the Chair of the DANUBIUS-IP Scientific Review Panel informs the END USER of the positive evaluation of its project, as well as the total duration of funded activities.

“**Report**” shall designate the END USER’s scientific report of the project. This report shall be written in accordance with a template provided by DANUBIUS-IP and approved by the DANUBIUS-IP international User Selection Panel.

“**Principal Investigator**” shall designate the qualified representative of the END USER.

“**International User Selection Panel**” shall designate the Scientific Liaison Panel established by the DANUBIUS-IP Consortium consisting of international experts covering all fields of river-sea science, representing various DANUBIUS-RI Components, who oversee the evaluation process of all END USER proposals and review final REPORTS.

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to define the terms whereby the SERVICE PROVIDER will make the TEST-RUN available for the END USER.

ARTICLE 2 – GENERAL CONDITIONS OF THE TEST-RUN

- 2.1** The management and operation of the **DANUBIUS-RI services** during the TEST-RUN and the overall safety of the TEST-RUN shall be the sole responsibility of the SERVICE PROVIDER.
- 2.2** The SERVICE PROVIDER will endeavour to fulfil the END USER requests concerning the execution of the TEST-RUN as defined in Appendix 1, subject to the management and safety rules specified hereabove and meteorological risks, if the case. Those requests

will be expressed to the SERVICE PROVIDER by the Principal Investigator Ms./Mr Roberto Colombo to be confirmed by the END USER.

- 2.3** Prior to the beginning of the TEST-RUN, the SERVICE PROVIDER will do its best to obtain necessary national clearances (national research permit) - if the case - for carrying out work in the area of the TEST-RUN with the assistance of the END USER.

ARTICLE 3 – END USER COMMITMENTS

3.1 Cancellation

Upon signature of this Agreement, the END USER is committed to conduct the TEST-RUN. In case of cancellation by the END USER, for whatever reason, the Parties agree that:

- (a) the SERVICE PROVIDER and the END USER shall enter into discussions in good faith to seek to agree an alternative schedule for the TEST-RUN;
- (b) in the event that the END USER and the SERVICE PROVIDER cannot reach an agreement on a new schedule, the END USER shall be liable for all reasonable costs incurred or obligated by the SERVICE PROVIDER. The END USER shall pay SERVICE PROVIDER for such costs within 30 days of receipt of an invoice for same.

3.1 Scientific Report of the TEST RUN

The END USER shall provide the SERVICE PROVIDER, the COORDINATOR and the DANUBIUS-IP Evaluation Panel with a digital Report within 2 months following the end of the TEST RUN.

3.2 Safety rules

The END USER must comply with SERVICE PROVIDER's requests regarding safety during its stay.

3.3 Scientific and scientific Party Data

The End User undertakes to submit a TEST-RUN Summary report (TRSR) within two weeks following the TEST-RUN to the SERVICE PROVIDER and the COORDINATOR.

3.4 Publications and miscellaneous

The END USER shall mention the following in all publications incorporating the results developed, acquired or obtained:

- "The research leading to these results has received funding from the European Union research and innovation programme – HORIZON EUROPE - under grant agreement n° 101079778 – DANUBIUS-IP".
- the participation of the SERVICE PROVIDER by the acknowledgement: "This work is based on use of Large Research Infrastructure CzeCOS supported by the Ministry of

Education, Youth and Sports of CR within the CzeCOS program, grant number LM2023048".

This article applies to all publications incorporating the results developed, acquired or obtained during the TEST-RUN, whatever the author.

The project will be acknowledged also when the data and results obtained are used in presentations at various scientific events (Conferences, Symposia, other scientific events).

3.5 Test-run TEST-RUN team composition

The END USER undertakes to send to the COORDINATOR and the SERVICE PROVIDER the final composition of the team participating on the TEST-RUN 2 weeks before the beginning of the TEST-RUN at the latest. This final composition shall be as close as possible to the team composition described in the reviewed proposal.

3.6 Ethics and research integrity

The End User commits to comply with Article 14 Ethics and Values of the Grant Agreement number: 101079778 — DANUBIUS-IP — HORIZON-INFRA-2021-DEV-02, extracts of which are presented in Appendix 3.

3.7 The End User will submit copies of all relevant authorisations for the import or export of all relevant goods including but not limited to those presented in Appendix 4 to the COORDINATOR which will be logged and kept on file for the duration of the project and as per HORIZON record retention guidelines, as per Art 20 of the Grant Agreement number: **101079778 — DANUBIUS-IP — HORIZON-INFRA-2021-DEV-02**, extracts of which are presented in Appendix 5.

ARTICLE 4 – SERVICE PROVIDER COMMITMENTS

4.1 Cancellation

Upon signature of this Agreement, the SERVICE PROVIDER is committed to conduct the TEST-RUN.

In case of cancellation by the SERVICE PROVIDER, for whatever reason, the Parties agree that:

- (a) the SERVICE PROVIDER and the END USER shall enter into discussions in good faith to seek to agree an alternative schedule for the TEST-RUN;
- (b) in the event that the END USER and the SERVICE PROVIDER cannot reach an agreement on a new schedule, the SERVICE PROVIDER shall be liable for all reasonable costs incurred or obligated by the END USER. The SERVICE PROVIDER shall pay END USER for such costs within 30 days of receipt of an invoice for same.

4.2 The SERVICE PROVIDER shall send a written confirmation (that the TEST-RUN will take place) to the END USER preferably one month before the TEST-RUN commencement. A copy of this confirmation will be sent by the SERVICE PROVIDER to the COORDINATOR.

4.3 The SERVICE PROVIDER undertakes to do its utmost to reschedule the TEST-RUN if the TEST RUN does not take as initially scheduled.

4.4 The SERVICE PROVIDER will submit copies of all relevant authorisations for the import or export of all relevant goods including but not limited to those outlined in Appendix 4 to the COORDINATOR which will be logged and kept on file for the duration of the project and as per HORIZON record retention guidelines and can be requested at any time.

4.5 The relationship between the COORDINATOR and the SERVICE PROVIDER is governed by the Consortium Agreement and Grant Agreement. In the event that there is any conflict between the provisions of the Consortium Agreement or Grant Agreement and this Agreement as it relates to the COORDINATOR and/or the SERVICE PROVIDER, then the provisions of the Grant Agreement shall prevail.

ARTICLE 5 – CONDITIONS REGARDING SERVICE PROVIDER EXPENSES REIMBURSEMENT

5.1 The SERVICE PROVIDER will receive from the COORDINATOR before the TEST-RUN a 1st instalment of 75% of the maximum amount for the estimated costs granted to the END USER as stated in the Granting Letter comprised in Annex 2 at this document.

5.2 The SERVICE PROVIDER is responsible for reporting to COORDINATOR the actual total cost of the TEST RUN at the end of this activity.

The SERVICE PROVIDER total expenses (but not more than the value stated in the Granting Letter) will be reimbursed to the SERVICE PROVIDER, after receiving the EC approval on the final report, under the following cumulative conditions:

- approval of the END USER TEST-RUN Report by the DANUBIUS-IP international Evaluation Panel;
- SERVICE PROVIDER's Report on the actual cost of the TEST-RUN of DANUBIUS-RI Services.

ARTICLE 6 – COORDINATOR ROLE

6.1. As COORDINATOR, GeoEcoMar will pay to the SERVICE PROVIDER considering that the SERVICE PROVIDER has complied with all relevant obligations under the art 5 of this TEST-RUN END USER Agreement.

6.2 The COORDINATOR shall coordinate all communication, including Reports and publications regarding the relations between the SERVICE PROVIDER and the END USER, towards the European Commission.

6.3 The COORDINATOR shall receive a copy of all publications relating to outcomes or outputs of the DANUBIUS-IP funded project from the End User including but not limited to reports, data, articles, posters.

ARTICLE 7 - CONFIDENTIALITY

7.1 All data and information encountered during the TEST-RUN which are not related to the scientific mission of the END USER are considered as confidential.

7.2 The END USER shall ensure that all scientific staff shall hold information not related to the scientific mission of the END USER, if so considered by the SERVICE PROVIDER, to be confidential and will not disclose such information to any individual, group or company outside the END USER and initially only to the scientific team, unless written authorisation is given by the SERVICE PROVIDER to do so.

7.3 Each Party undertakes consequently to keep confidential all this information, for a period of six years from knowing it.

ARTICLE 8 - LIABILITY

The Parties agree upon the following provisions:

8.1. Damages

Except in the case of the SERVICE PROVIDER's gross negligence or intentions as specified in section 8.3, the END USER undertakes to cover all damages caused to END USER's staff members and its equipment.

The END USER waives any right to sue the SERVICE PROVIDER for all direct or consequential damages caused to END USER's staff members and its equipment.

8.2. Safety

The SERVICE PROVIDER shall be responsible for all operational decisions, especially for safety or technical reasons, and can postpone or cancel operations for the same reasons.

8.3. Liability

Liability of both the SERVICE PROVIDER and the END USER and their assistants is restricted to gross negligence or intentions. This agreement applies for both, contractual as well as tortious liability. Accountability is limited to estimated costs of the TEST-RUN. In no event shall the Parties be liable for any consequential damages or loss of profit arising out of or in connection with this Agreement.

8.4 Exclusion of COORDINATOR'S liability

8.4.1 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation.

8.4.2 Subject to section 8.4.1, the COORDINATOR shall not be liable whether under contract, tort (including negligence) or otherwise, for any liability, costs, expenses, damages or losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs), arising in connection with this Agreement, the actions or omissions of any of the Parties under this Agreement or otherwise howsoever arising under this Agreement.

ARTICLE 9 - FORCE MAJEURE

9.1 Each of the Parties shall inform the other Parties of the occurrence of any event which constitutes a force majeure, preventing it from executing its obligations set out in this Agreement.

9.2 Any event which is unforeseeable, and the effects of which are uncontrollable, which prevents one of the Parties from executing its obligations agreed within the scope of this Agreement shall be considered as a case of force majeure. The obligations of the Party impeded shall be suspended for as long as the force majeure subsists.

9.3 If the work is interrupted by such events, the Parties shall quickly consult each other in order to study the postponement or possible termination of the TEST-RUN or the adaptation of the terms of this Agreement.

ARTICLE 10 - DURATION - TERMINATION

10.1 This Agreement enters into force upon its signature by the Parties and will expire on the completion of the DANUBIUS-IP Project i.e. on 30 September 2025.

10.2 Articles which are either stated to survive expiry or termination of this Agreement or which are intended by their nature to do so (including Articles 3.5, 7, 8 and 10) shall survive the expiry or termination of this Agreement.

10.3 Each of the Parties expressly declares being bound by the terms of this Agreement, which shall constitute the law between the Parties. Each of the Parties shall consequently take all necessary steps to prevent or remedy all and any failure that could arise during the performance of this Agreement.

In case of major difficulties, leading one of the Parties to consider the termination of this Agreement, such cancellation will be exceptionally admitted, provided a prior written notice, giving the nature of the difficulties encountered and the reasons entitling the Party to terminate this Agreement, be addressed by the defaulting Party to the other. Such termination proposal shall not be reasonably withheld.

In such case, the termination of this Agreement will be considered and the Parties shall have to draw and sign a termination addendum to cancel this Agreement.

10.4 Without affecting any other right or remedy available to it, the COORDINATOR may terminate this Agreement on giving not less than thirty days' notice to the other Parties.

ARTICLE 11 - APPLICABLE LAW

This Agreement is subject to applicable EU law, supplemented if necessary by the law of Belgium, as per article 43 of DANUBIUS-IP Grant Agreement no. 101079778.

ARTICLE 12 - JURISDICTION

12.1 In case of a dispute over the execution and/or the interpretation of this Agreement, the Parties undertake to seek a friendly solution, within a maximum of two months from the date of their dispute occurring.

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

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

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

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

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

ARTICLE 13 – APPENDIX

Appendix 1: Scope of work as per the reviewed TEST-RUN proposal

Appendix 2: Granting Letter

Appendix 3: Article 14 Ethics and Values of the Grant Agreement number: 101079778

Appendix 4: IMPORT AND EXPORT OF MATERIALS

Appendix 5: Article 20 – Record keeping

Signed:

For the **END USER: UNIMIB**

Name: Roberto Colombo
Title: Principal Investigator
Date: _____

For the **SERVICE PROVIDER 1: CzechGlobe**

[Redacted]

Name: Prof. Michal V. Marek

Title: director

Date:

Contact Details:

Contract Manager [Redacted]

email: [Redacted]

Tel: +[Redacted]

For the **SERVICE PROVIDER 2: GeoEcoMar**

[Redacted]

Name: [Redacted]

Title: Director of GeoEcoMar Constanta Branch

Date:

email: [Redacted]

Tel: [Redacted]

For the **COORDINATOR: GeoEcoMar**

[Redacted]

Name: [Redacted]

Title: DANUBIUS-IP Coordinator

Date:

Contact Details:

email: [Redacted]

Tel: [Redacted]

APPENDIX 1

SCOPE OF WORK, SCHEDULE AND SERVICE TO BE PROVIDED

I. SCOPE OF WORK

This study proposes an innovative approach that integrates airborne data and in-situ snow measurements to assess the novel apparent thermal inertia variable (APs), needed to estimate the snow density at a catchment scale. This variable can be obtained from remote sensing measurements, in particular surface temperature and snow albedo.

II. TEST-RUN NAME & ACRONIM:

Snowmelt Tracking: from Warming to Runoff (SNOWTRACK)

III. SCHEDULE

May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Organization and Experiment		Data analysing			Paper writing/Publishing		

IV. SHORT NAME OF THE TEST-RUN SERVICE:

1. Airborne data acquisition and processing by Flying Laboratory of Imaging Systems (FLIS)
2. Complex water chemistry analysis & Grain size analysis

V. SERVICE PROVIDING ORGANISATION (SERVICE PROVIDER)

1. Ústav výzkumu globální změny AV ČR, v.v.i. (CzechGlobe)
2. The National Institute for Research and Development on Geology and Geo-Ecology - GeoEcoMar

APPENDIX 3

ARTICLE 14 — ETHICS AND VALUES

14.1 Ethics

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

Specific ethics rules are set out in Annex 5.

Ethics and research integrity - as per Annex 5

The beneficiaries must carry out the action in compliance with:

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

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 .

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

- 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).

14.2 Values

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

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

14.3 Consequences of non-compliance

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

Such breaches may also lead to other measures described in Chapter 5 of GA – Consequence of non-compliance.

APPENDIX 4

IMPORT AND EXPORT OF MATERIALS

The table below outlines the equipment and scientific samples and materials which may be collected and imported/exported by TEST-RUN which require authorisations by national /EU legislation, which will be kept on file. **END USER** and **SERVICE PROVIDER** will be required to submit copies of all relevant authorisations for the import or export of all relevant goods to the **COORDINATOR** which will be logged and kept on file for the duration of the project and as per HORIZON record retention guidelines. and can be requested at any time.

Type	Import	Export	Authorisation required	Responsibility	Documents on file

APPENDIX 5

ARTICLE 20 — RECORD-KEEPING

20.1 Keeping records and supporting documents

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

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

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

(b) for flat-rate costs and contributions (if any): adequate records and supporting documents to prove the eligibility of the costs or contributions to which the flat-rate is applied

(c) for the following simplified costs and contributions: the beneficiaries do not need to keep specific records on the actual costs incurred, but must keep:

(i) for unit costs and contributions (if any): adequate records and supporting documents to prove the number of units declared

(ii) for lump sum costs and contributions (if any): adequate records and supporting documents to prove proper implementation of the work as described in Annex 1

(iii) for financing not linked to costs (if any): adequate records and supporting documents to prove the achievement of the results or the fulfilment of the conditions as described in Annex 1

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

Moreover, the following is needed for specific budget categories:

(e) for personnel costs: time worked for the beneficiary under the action must be supported by declarations signed monthly by the person and their supervisor, unless another reliable time-record system is in place; the granting authority may accept alternative evidence supporting the time worked for the action declared, if it considers that it offers an adequate level of assurance

(f) additional record-keeping rules: not applicable

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

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

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

20.2 Consequences of non-compliance

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

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