



## EUROPEAN HEALTH AND DIGITAL EXECUTIVE AGENCY (HADEA)

HADEA.A – Health and Food  
A.2 – EU4Health/SMP Food

### GRANT AGREEMENT

**Project 101112574 — AMR 2022-ES**

#### PREAMBLE

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

**on the one part,**

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

**and**

**on the other part,**

1. 'the coordinator':

**MINISTERIO DE AGRICULTURA, PESCA Y ALIMENTACION (MAPA)**, PIC 905557857, established in PASEO DE INFANTA ISABELA, 1, MADRID 28071, Spain,

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

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

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

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

The Agreement is composed of:

Preamble

Terms and Conditions (including Data Sheet)

- Annex 1 Description of the action<sup>1</sup>
- Annex 2 Estimated budget for the action
- Annex 2a Additional information on unit costs and contributions (if applicable)
- Annex 3 Accession forms (if applicable)<sup>2</sup>
- Annex 3a Declaration on joint and several liability of affiliated entities (if applicable)<sup>3</sup>
- Annex 4 Model for the financial statements
- Annex 5 Specific rules (if applicable)

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<sup>1</sup> Template published on [Portal Reference Documents](#).

<sup>2</sup> Template published on [Portal Reference Documents](#).

<sup>3</sup> Template published on [Portal Reference Documents](#).

## **TERMS AND CONDITIONS**

### **TABLE OF CONTENTS**

<b>GRANT AGREEMENT.....</b>	<b>1</b>
<b>PREAMBLE.....</b>	<b>1</b>
<b>TERMS AND CONDITIONS.....</b>	<b>3</b>
<b>DATASHEET.....</b>	<b>8</b>
<b>CHAPTER 1 GENERAL.....</b>	<b>13</b>
ARTICLE 1 — SUBJECT OF THE AGREEMENT .....	13
ARTICLE 2 — DEFINITIONS.....	13
<b>CHAPTER 2 ACTION.....</b>	<b>14</b>
ARTICLE 3 — ACTION.....	14
ARTICLE 4 — DURATION AND STARTING DATE.....	14
<b>CHAPTER 3 GRANT.....</b>	<b>14</b>
ARTICLE 5 — GRANT.....	14
5.1 Form of grant.....	14
5.2 Maximum grant amount.....	15
5.3 Funding rate.....	15
5.4 Estimated budget, budget categories and forms of funding.....	15
5.5 Budget flexibility.....	15
ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS.....	16
6.1 General eligibility conditions.....	16
6.2 Specific eligibility conditions for each budget category.....	17
6.3 Ineligible costs and contributions.....	21
6.4 Consequences of non-compliance.....	22
<b>CHAPTER 4 GRANT IMPLEMENTATION.....</b>	<b>22</b>
<b>SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS.....</b>	<b>22</b>
ARTICLE 7 — BENEFICIARIES.....	22
ARTICLE 8 — AFFILIATED ENTITIES.....	24
ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION.....	24
9.1 Associated partners.....	24
9.2 Third parties giving in-kind contributions to the action.....	24
9.3 Subcontractors.....	25

9.4 Recipients of financial support to third parties.....	25
ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS.....	25
10.1 Non-EU participants.....	25
10.2 Participants which are international organisations.....	26
10.3 Pillar-assessed participants.....	26
<b>SECTION 2 RULES FOR CARRYING OUT THE ACTION.....</b>	<b>28</b>
ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION.....	28
11.1 Obligation to properly implement the action.....	28
11.2 Consequences of non-compliance.....	28
ARTICLE 12 — CONFLICT OF INTERESTS.....	29
12.1 Conflict of interests.....	29
12.2 Consequences of non-compliance.....	29
ARTICLE 13 — CONFIDENTIALITY AND SECURITY.....	29
13.1 Sensitive information.....	29
13.2 Classified information.....	30
13.3 Consequences of non-compliance.....	30
ARTICLE 14 — ETHICS AND VALUES.....	30
14.1 Ethics.....	30
14.2 Values.....	30
14.3 Consequences of non-compliance.....	31
ARTICLE 15 — DATA PROTECTION.....	31
15.1 Data processing by the granting authority.....	31
15.2 Data processing by the beneficiaries.....	31
15.3 Consequences of non-compliance.....	32
ARTICLE 16 — INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE.....	32
16.1 Background and access rights to background.....	32
16.2 Ownership of results.....	32
16.3 Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes.....	32
16.4 Specific rules on IPR, results and background.....	33
16.5 Consequences of non-compliance.....	33
ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY.....	34
17.1 Communication — Dissemination — Promoting the action.....	34
17.2 Visibility — European flag and funding statement.....	34
17.3 Quality of information — Disclaimer.....	35

17.4	Specific communication, dissemination and visibility rules.....	35
17.5	Consequences of non-compliance.....	35
<b>ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION.....</b>		<b>35</b>
18.1	Specific rules for carrying out the action.....	35
18.2	Consequences of non-compliance.....	35
<b>SECTION 3 GRANT ADMINISTRATION.....</b>		<b>35</b>
<b>ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS.....</b>		<b>35</b>
19.1	Information requests.....	35
19.2	Participant Register data updates.....	36
19.3	Information about events and circumstances which impact the action.....	36
19.4	Consequences of non-compliance.....	36
<b>ARTICLE 20 — RECORD-KEEPING.....</b>		<b>36</b>
20.1	Keeping records and supporting documents.....	36
20.2	Consequences of non-compliance.....	37
<b>ARTICLE 21 — REPORTING.....</b>		<b>37</b>
21.1	Continuous reporting.....	37
21.2	Periodic reporting: Technical reports and financial statements.....	38
21.3	Currency for financial statements and conversion into euros.....	39
21.4	Reporting language.....	39
21.5	Consequences of non-compliance.....	39
<b>ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE.....</b>		<b>39</b>
22.1	Payments and payment arrangements.....	39
22.2	Recoveries.....	40
22.3	Amounts due.....	40
22.4	Enforced recovery.....	45
22.5	Consequences of non-compliance.....	45
<b>ARTICLE 23 — GUARANTEES.....</b>		<b>46</b>
23.1	Prefinancing guarantee.....	46
23.2	Consequences of non-compliance.....	46
<b>ARTICLE 24 — CERTIFICATES.....</b>		<b>47</b>
24.1	Operational verification report (OVR).....	47
24.2	Certificate on the financial statements (CFS).....	47
24.3	Certificate on the compliance of usual cost accounting practices (CoMUC).....	47
24.4	Systems and process audit (SPA).....	47
24.5	Consequences of non-compliance.....	47

ARTICLE 25 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS.....	48
25.1 Granting authority checks, reviews and audits.....	48
25.2 European Commission checks, reviews and audits in grants of other granting authorities.....	49
25.3 Access to records for assessing simplified forms of funding.....	49
25.4 OLAF, EPPO and ECA audits and investigations.....	49
25.5 Consequences of checks, reviews, audits and investigations — Extension of results of reviews, audits or investigations.....	50
25.6 Consequences of non-compliance.....	51
ARTICLE 26 — IMPACT EVALUATIONS.....	51
26.1 Impact evaluation.....	51
26.2 Consequences of non-compliance.....	52
<b>CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE.....</b>	<b>52</b>
<b>SECTION 1 REJECTIONS AND GRANT REDUCTION.....</b>	<b>52</b>
ARTICLE 27 — REJECTION OF COSTS AND CONTRIBUTIONS.....	52
27.1 Conditions.....	52
27.2 Procedure.....	52
27.3 Effects.....	52
ARTICLE 28 — GRANT REDUCTION.....	52
28.1 Conditions.....	52
28.2 Procedure.....	53
28.3 Effects.....	53
<b>SECTION 2 SUSPENSION AND TERMINATION.....</b>	<b>53</b>
ARTICLE 29 — PAYMENT DEADLINE SUSPENSION.....	53
29.1 Conditions.....	53
29.2 Procedure.....	54
ARTICLE 30 — PAYMENT SUSPENSION.....	54
30.1 Conditions.....	54
30.2 Procedure.....	54
ARTICLE 31 — GRANT AGREEMENT SUSPENSION.....	55
31.1 Consortium-requested GA suspension.....	55
31.2 EU-initiated GA suspension.....	56
ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION.....	57
32.1 Consortium-requested GA termination.....	57
32.2 Consortium-requested beneficiary termination.....	58
32.3 EU-initiated GA or beneficiary termination.....	59

**SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS..... 62**

ARTICLE 33 — DAMAGES.....62

    33.1 Liability of the granting authority.....62

    33.2 Liability of the beneficiaries..... 62

ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES..... 63

**SECTION 4 FORCE MAJEURE..... 63**

ARTICLE 35 — FORCE MAJEURE..... 63

**CHAPTER 6 FINAL PROVISIONS.....63**

ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES.....63

    36.1 Forms and means of communication — Electronic management..... 63

    36.2 Date of communication..... 64

    36.3 Addresses for communication..... 64

ARTICLE 37 — INTERPRETATION OF THE AGREEMENT.....64

ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES.....64

ARTICLE 39 — AMENDMENTS..... 65

    39.1 Conditions..... 65

    39.2 Procedure..... 65

ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES..... 65

    40.1 Accession of the beneficiaries mentioned in the Preamble..... 66

    40.2 Addition of new beneficiaries..... 66

ARTICLE 41 — TRANSFER OF THE AGREEMENT..... 66

ARTICLE 42 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE GRANTING  
AUTHORITY.....66

ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES..... 67

    43.1 Applicable law..... 67

    43.2 Dispute settlement..... 67

ARTICLE 44 — ENTRY INTO FORCE.....67

## DATA SHEET

### 1. General data

Project summary:

Project summary
<p>Application for EU financing the monitoring of AMR in zoonotic and commensal bacteria in food and farmed animals (implementation of Decision (EU) 2020/1729). The application covers the costs for the activities of AMR monitoring started on 1 January 2022 (as is explicitly authorised in the call document SMP-FOOD-2022-AMR-AG-IBA). Antimicrobial resistance (AMR) is a growing health problem in the Union and worldwide. The Commission Implementing Decision (EU) 2020/1729 lays down harmonised rules for the period 2021-2027 for the monitoring and reporting of AMR in zoonotic and commensal bacteria to be carried out by Member States in accordance with Articles 7(3) and 9(1) of Directive 2003/99/EC4 and Annex II (B) and Annex IV thereto. The aim of the action is to contribute to an adequate implementation of that Decision and thus to the harmonised monitoring and reporting of antimicrobial resistance in 2022 in the EU. The financing of this action would consist of reimbursing certain costs regarding staff, sampling and laboratory testing (test kits, reagents and consumables) incurred by Spain for sampling and testing for AMR in food and food-producing animals, as per the requirements laid down in Commission Implementing Decision (EU) 2020/1729 for 2022. The following limits shall not exceed, for: 1. Sampling costs Costs for sampling shall be limited to: • Staff costs of work for sampling of caecal samples within the slaughterhouse and for sampling at border control post and retail for the actual attributable labour (wages, social charges and retirement costs) accrued in implementation of the Commission Implementing Decision 2020/1729. To this end timesheets have to be maintained. Timesheets shall be used to record time spent by employees on the implementation of the action. Recording and certification shall be done on a daily basis at least once a month by employee and line manager. • Consumables based on actual costs incurred by Spain to perform the sampling and only if used specifically in the performance of the sampling at slaughterhouse, border control post and retail. 2. Laboratory costs • Staff costs shall be limited to actual attributable labour costs (wages, social charges and retirement costs) accrued in implementation of the Commission Implementing Decision 2020/1729. To this end timesheets have to be maintained. Timesheets shall be used to record time spent by employees on the implementation of the action. Recording and certification shall be done on a daily basis at least once a month by employee and line manager. • Test kits, reagents and consumables shall be based on actual costs incurred by Spain to perform the tests at the laboratory designated by the competent authority and shall only be reimbursed if used specifically in the performance of the following tests (maximum EU contribution per test and per sample, overheads not included): . EUR 20 per caecal sample . EUR 20 per sample of meat at retail . EUR 30 per sample of meat at border control post . EUR 22 per Salmonella isolation and detection . EUR 44 per Salmonella isolate serotyping . EUR 43 per Campylobacter isolate isolation and identification . EUR 22 per commensal E. coli isolation and detection . EUR 19 per isolation of enzyme [Extended Spectrum β-Lactamases (ESBL): AmpC β-Lactamases (AmpC)] producing E. coli from meat and caecal samples according to steps 1.4-1.6 of the protocol for standardisation of the EU Reference Laboratory for Antimicrobial Resistance (EURL for AMR) . EUR 37 per verification of resistance, identification and storage of isolates of enzyme (ESBL/AmpC) producing E. coli from meat and caecal samples according to steps 1.7-1.8 of the protocol for standardisation of the EURL for AMR . EUR 17 per isolation of carbapenamase-producing E.coli from caecal and meat samples according to step 3.1-3.2 of the protocol for standardisation of the EURL for AMR . EUR 37 per verification of resistance, identification and storage of isolates of carbapenamase-producing E. coli from meat and caecal samples according to steps 3.3-3.4 of the protocol for standardisation of the EURL for AMR . EUR 30 per antimicrobial susceptibility testing (AST according to table 2 of Commission Implementing Decision 2020/1729), of each E. coli and Salmonella isolate . EUR 35 per characterisation and classification (AST according to table 5 of Commission Implementing Decision 2020/1729) of each E. coli and Salmonella isolate showing resistance to third-generation cephalosporins and meropenem . EUR 30 per AST of each Campylobacter (C. coli/C. jejuni) isolate according to table 3 of Commission Implementing Decision 2020/1729 . EUR 120 per Whole Genome Sequencing (WGS) on presumptive ESBL/AmpC CP E.coli . EUR 120 per WGS on resistant Salmonella spp and E.coli . EUR 40 per storage of resistant Isolates for five years The monitoring of AMR in food and farmed animals conducted by Spain allows informing on the development and spread of antimicrobial-resistant bacteria and supports future decision-making on AMR to reduce the AMR burden in humans and animals.</p>

Keywords:

- Application for EU financing of activities derived of 2022 AMR monitoring (costs of staff, sampling and laboratory testing)

Project number: 101112574

Project name: Application for EU financing of the monitoring of AMR in zoonotic and commensal bacteria in food and farmed animals in 2022 (implementation of Decision (EU) 2020/1729).

Project acronym: AMR 2022-ES

Call: SMP-FOOD-2022-AMR-AG-IBA

Topic: SMP-FOOD-2022-AMR

Type of action: SMP Project Grants

Granting authority: European Health and Digital Executive Agency

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

Project starting date: fixed date: 1 January 2022



Project end date: 28 February 2023

Project duration: 14 months

Consortium agreement: No

## 2. Participants

### List of participants:

Nº	Role	Short name	Legal name	Ctry	PIC	Total eligible costs (BEN and AE)	Max grant amount
1	COO	MAPA	MINISTERIO DE AGRICULTURA, PESCA Y ALIMENTACION	ES	905557857	353 476.64	265 107.48
<b>Total</b>						353 476.64	265 107.48

### Coordinator:

- MINISTERIO DE AGRICULTURA, PESCA Y ALIMENTACION (MAPA)

## 3. Grant

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

Total eligible costs (BEN and AE)	Funding rate (%)	Maximum grant amount (Annex 2)	Maximum grant amount (award decision)
353 476.64	75	265 107.48	265 107.48

Grant form: Budget-based

Grant mode: Action grant

### Budget categories/activity types:

- A. Personnel costs
  - A.1 Employees, A.2 Natural persons under direct contract, A.3 Seconded persons
  - A.4 SME owners and natural person beneficiaries
- B. Subcontracting costs
- C. Purchase costs
  - C.1 Travel and subsistence
  - C.2 Equipment
  - C.3 Other goods, works and services
- D. Other cost categories
  - D.1 Financial support to third parties
- E. Indirect costs

### Cost eligibility options:

- Standard supplementary payments
- Limitation for subcontracting
- Travel and subsistence:

- Travel: Unit or Actual costs
- Accommodation: Unit or Actual costs
- Subsistence: Unit or Actual costs
  
- Equipment: depreciation only
- Costs for providing financial support to third parties (actual cost; max amount for each recipient: EUR 0.00)
- Indirect cost flat-rate: 7% of the eligible direct costs (categories A-D, except volunteers costs and exempted specific cost categories, if any)
- VAT: Yes
- Other ineligible costs

**Budget flexibility:** Yes (no flexibility cap)

**4. Reporting, payments and recoveries**

**4.1 Continuous reporting** (art 21)

**Deliverables:** see Funding & Tenders Portal Continuous Reporting tool

**4.2 Periodic reporting and payments**

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

Reporting					Payments	
Reporting periods			Type	Deadline	Type	Deadline (time to pay)
RP No	Month from	Month to				
					Initial prefinancing	n/a
I	I	14	Periodic report	60 days after end of reporting period	Final payment	90 days from receiving periodic report

**Prefinancing payments and guarantees:** n/a

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

Mutual Insurance Mechanism (MIM): No

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

Interim payment ceiling (if any): 90% of the maximum grant amount

No-profit rule: Yes

Late payment interest: ECB + 3.5%

Bank account for payments:

Conversion into euros: Double conversion

Reporting language: Language of the Agreement

#### **4.3 Certificates** (art 24):

Certificates on the financial statements (CFS):

Conditions:

Schedule: interim/final payment, if threshold is reached

Standard threshold (beneficiary-level):

- financial statement: requested EU contribution to costs  $\geq$  EUR 325 000.00

#### **4.4 Recoveries** (art 22)

##### **First-line liability for recoveries:**

Beneficiary termination: Beneficiary concerned

Final payment: Coordinator

After final payment: Beneficiary concerned

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

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

Joint and several liability of affiliated entities — n/a

#### **5. Consequences of non-compliance, applicable law & dispute settlement forum**

##### **Applicable law** (art 43):

Standard applicable law regime: EU law + law of Belgium

##### **Dispute settlement forum** (art 43):

Standard dispute settlement forum:

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

Non-EU beneficiaries: Courts of Brussels, Belgium (unless an international agreement provides for the enforceability of EU court judgements)

#### **6. Other**

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

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

Confidentiality (for X years after final payment): 5

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

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

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

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

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

## **CHAPTER 1 GENERAL**

### **ARTICLE 1 — SUBJECT OF THE AGREEMENT**

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

### **ARTICLE 2 — DEFINITIONS**

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

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

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

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

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

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

Affiliated entities (AE) — Entities affiliated to a beneficiary within the meaning of Article 187 of EU Financial Regulation 2018/1046<sup>4</sup> which participate in the action with similar rights and obligations as the beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).

Associated partners (AP) — Entities which participate in the action, but without the right to charge costs or claim contributions.

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

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

In-kind contributions — In-kind contributions within the meaning of Article 2(36) of EU Financial

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<sup>4</sup> For the definition, see Article 187 Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 ('EU Financial Regulation') (OJ L 193, 30.7.2018, p. 1): "**affiliated entities** [are]:

- (a) entities that form a sole beneficiary [(i.e. where an entity is formed of several entities that satisfy the criteria for being awarded a grant, including where the entity is specifically established for the purpose of implementing an action to be financed by a grant)];
- (b) entities that satisfy the eligibility criteria and that do not fall within one of the situations referred to in Article 136(1) and 141(1) and that have a link with the beneficiary, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation".

Regulation 2018/1046, i.e. non-financial resources made available free of charge by third parties.

Fraud — Fraud within the meaning of Article 3 of EU Directive 2017/1371<sup>5</sup> and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995<sup>6</sup>, as well as any other wrongful or criminal deception intended to result in financial or personal gain.

Irregularities — Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/95<sup>7</sup>.

Grave professional misconduct — Any type of unacceptable or improper behaviour in exercising one's profession, especially by employees, including grave professional misconduct within the meaning of Article 136(1)(c) of EU Financial Regulation 2018/1046.

Applicable EU, international and national law — Any legal acts or other (binding or non-binding) rules and guidance in the area concerned.

Portal — EU Funding & Tenders Portal; electronic portal and exchange system managed by the European Commission and used by itself and other EU institutions, bodies, offices or agencies for the management of their funding programmes (grants, procurements, prizes, etc.).

## **CHAPTER 2 ACTION**

### **ARTICLE 3 — ACTION**

The grant is awarded for the action **101112574 — AMR 2022-ES** ('action'), as described in Annex 1.

### **ARTICLE 4 — DURATION AND STARTING DATE**

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

## **CHAPTER 3 GRANT**

### **ARTICLE 5 — GRANT**

#### **5.1 Form of grant**

The grant is an action grant<sup>8</sup> which takes the form of a budget-based mixed actual cost grant (i.e. a

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<sup>5</sup> Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (OJ L 198, 28.7.2017, p. 29).

<sup>6</sup> OJ C 316, 27.11.1995, p. 48.

<sup>7</sup> Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

<sup>8</sup> For the definition, see Article 180(2)(a) EU Financial Regulation 2018/1046: '**action grant**' means an EU grant to finance "an action intended to help achieve a Union policy objective".

grant based on actual costs incurred, but which may also include other forms of funding, such as unit costs or contributions, flat-rate costs or contributions, lump sum costs or contributions or financing not linked to costs).

## **5.2 Maximum grant amount**

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

## **5.3 Funding rate**

The funding rate for costs is 75% of the action's eligible costs.

Contributions are not subject to any funding rate.

## **5.4 Estimated budget, budget categories and forms of funding**

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

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

Annex 2 also shows the types of costs and contributions (forms of funding)<sup>9</sup> to be used for each budget category.

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

## **5.5 Budget flexibility**

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

However:

- changes to the budget category for volunteers (if used) always require an amendment
- changes to budget categories with lump sums costs or contributions (if used; including financing not linked to costs) always require an amendment
- changes to budget categories with higher funding rates or budget ceilings (if used) always require an amendment
- addition of amounts for subcontracts not provided for in Annex 1 either require an amendment or simplified approval in accordance with Article 6.2
- other changes require an amendment or simplified approval, if specifically provided for in Article 6.2
- flexibility caps: not applicable.

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<sup>9</sup> See Article 125 EU Financial Regulation 2018/1046.

## ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS

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

### 6.1 General eligibility conditions

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

(a) for actual costs:

- (i) they must be actually incurred by the beneficiary
- (ii) they must be incurred in the period set out in Article 4 (with the exception of costs relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21)
- (iii) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
- (iv) they must be incurred in connection with the action as described in Annex 1 and necessary for its implementation
- (v) they must be identifiable and verifiable, in particular recorded in the beneficiary's accounts in accordance with the accounting standards applicable in the country where the beneficiary is established and with the beneficiary's usual cost accounting practices
- (vi) they must comply with the applicable national law on taxes, labour and social security and
- (vii) they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency

(b) for unit costs or contributions (if any):

- (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
- (ii) the units must:
  - be actually used or produced by the beneficiary in the period set out in Article 4 (with the exception of units relating to the submission of the final periodic report, which may be used or produced afterwards; see Article 21)
  - be necessary for the implementation of the action and
- (iii) the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 20)

(c) for flat-rate costs or contributions (if any):

- (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2



- (ii) the costs or contributions to which the flat-rate is applied must:
  - be eligible
  - relate to the period set out in Article 4 (with the exception of costs or contributions relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21)
- (d) for lump sum costs or contributions (if any):
  - (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
  - (ii) the work must be properly implemented by the beneficiary in accordance with Annex 1
  - (iii) the deliverables/outputs must be achieved in the period set out in Article 4 (with the exception of deliverables/outputs relating to the submission of the final periodic report, which may be achieved afterwards; see Article 21)
- (e) for unit, flat-rate or lump sum costs or contributions according to usual cost accounting practices (if any):
  - (i) they must fulfil the general eligibility conditions for the type of cost concerned
  - (ii) the cost accounting practices must be applied in a consistent manner, based on objective criteria, regardless of the source of funding
- (f) for financing not linked to costs (if any): the results must be achieved or the conditions must be fulfilled as described in Annex 1.

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

## 6.2 Specific eligibility conditions for each budget category

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

### **Direct costs**

#### **A. Personnel costs**

**A.1 Costs for employees (or equivalent)** are eligible as personnel costs if they fulfil the general eligibility conditions and are related to personnel working for the beneficiary under an employment contract (or equivalent appointing act) and assigned to the action.

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

{daily rate for the person  
multiplied by  
number of day-equivalents worked on the action (rounded up or down to the nearest half-day)}.

The daily rate must be calculated as:

{annual personnel costs for the person  
divided by  
215}.

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

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

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

- it is part of the beneficiary's usual remuneration practices and is paid in a consistent manner whenever the same kind of work or expertise is required
- the criteria used to calculate the supplementary payments are objective and generally applied by the beneficiary, regardless of the source of funding used.

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

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

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

**A.4** The work of **SME owners** for the action (i.e. owners of beneficiaries that are small and medium-sized enterprises<sup>10</sup> not receiving a salary) or **natural person beneficiaries** (i.e. beneficiaries that are natural persons not receiving a salary) may be declared as personnel costs, if they fulfil the general

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<sup>10</sup> For the definition, see Commission Recommendation 2003/361/EC: micro, small or medium-sized enterprise (SME) are enterprises

- engaged in an economic activity, irrespective of their legal form (including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity) and
- employing fewer than 250 persons (expressed in 'annual working units' as defined in Article 5 of the Recommendation) and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.

eligibility conditions and are calculated as unit costs in accordance with the method set out in Annex 2a.

## B. Subcontracting costs

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

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

Subcontracting may cover only a limited part of the action.

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

## C. Purchase costs

**Purchase costs** for the action (including related duties, taxes and charges, such as non-deductible or non-refundable value added tax (VAT)) are eligible if they fulfil the general eligibility conditions and are bought using the beneficiary's usual purchasing practices — provided these ensure purchases with best value for money (or if appropriate the lowest price) and that there is no conflict of interests (see Article 12).

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

### C.1 Travel and subsistence

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

- travel: as unit costs in accordance with the method set out in Annex 2a if covered by Decision C(2021)35<sup>11</sup> or otherwise as costs actually incurred and in line with the beneficiary's usual practices on travel
- accommodation: as unit costs in accordance with the method set out in Annex 2a if covered by Decision C(2021)35<sup>12</sup> or otherwise as costs actually incurred and in line with the beneficiary's usual practices on travel
- subsistence: as unit costs in accordance with the method set out in Annex 2a if covered by

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<sup>11</sup> Commission Decision of 12 January 2021 authorising the use of unit costs for travel, accommodation and subsistence costs under an action or work programme under the 2021-2027 multi-annual financial framework (C(2021)35).

<sup>12</sup> Commission Decision of 12 January 2021 authorising the use of unit costs for travel, accommodation and subsistence costs under an action or work programme under the 2021-2027 multi-annual financial framework (C(2021)35).

Decision C(2021)35<sup>13</sup> or otherwise as costs actually incurred and in line with the beneficiary's usual practices on travel.

## C.2 Equipment

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

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

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

## C.3 Other goods, works and services

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

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

## D. Other cost categories

### D.1 Financial support to third parties

**Costs for providing financial support to third parties** (in the form of **grants, prizes** or similar forms of support; if any) are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions, are calculated on the basis of the costs actually incurred and the support is implemented in accordance with the conditions set out in Annex 1.

These conditions must ensure objective and transparent selection procedures and include at least the following:

- (a) for grants (or similar):
  - (i) the maximum amount of financial support for each third party ('recipient'); this amount may not exceed the amount set out in the Data Sheet (see Point 3) or otherwise agreed with the granting authority
  - (ii) the criteria for calculating the exact amount of the financial support
  - (iii) the different types of activity that qualify for financial support, on the basis of a closed list
  - (iv) the persons or categories of persons that will be supported and
  - (v) the criteria and procedures for giving financial support

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<sup>13</sup> Commission Decision of 12 January 2021 authorising the use of unit costs for travel, accommodation and subsistence costs under an action or work programme under the 2021-2027 multi-annual financial framework (C(2021)35).

- (b) for prizes (or similar):
  - (i) the eligibility and award criteria
  - (ii) the amount of the prize and
  - (iii) the payment arrangements.

### **Indirect costs**

#### **E. Indirect costs**

**Indirect costs** will be reimbursed at the flat-rate of 7% of the eligible direct costs (categories A-D, except volunteers costs and exempted specific cost categories, if any).

### **Contributions**

Not applicable

### **6.3 Ineligible costs and contributions**

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

- (a) costs or contributions that do not comply with the conditions set out above (Article 6.1 and 6.2), in particular:
  - (i) costs related to return on capital and dividends paid by a beneficiary
  - (ii) debt and debt service charges
  - (iii) provisions for future losses or debts
  - (iv) interest owed
  - (v) currency exchange losses
  - (vi) bank costs charged by the beneficiary's bank for transfers from the granting authority
  - (vii) excessive or reckless expenditure
  - (viii) deductible or refundable VAT (including VAT paid by public bodies acting as public authority)
  - (ix) costs incurred or contributions for activities implemented during grant agreement suspension (see Article 31)
  - (x) in-kind contributions by third parties
- (b) costs or contributions declared under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget), except for the following cases:
  - (i) Synergy actions: not applicable

- (ii) if the action grant is combined with an operating grant<sup>14</sup> running during the same period and the beneficiary can demonstrate that the operating grant does not cover any (direct or indirect) costs of the action grant
- (c) costs or contributions for staff of a national (or regional/local) administration, for activities that are part of the administration’s normal activities (i.e. not undertaken only because of the grant)
- (d) costs or contributions (especially travel and subsistence) for staff or representatives of EU institutions, bodies or agencies
- (e) other :
  - (i) country restrictions for eligible costs: not applicable
  - (ii) costs or contributions declared specifically ineligible in the call conditions.

## 6.4 Consequences of non-compliance

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

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

## **CHAPTER 4 GRANT IMPLEMENTATION**

### **SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS**

#### **ARTICLE 7 — BENEFICIARIES**

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

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

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

They are jointly responsible for the *technical* implementation of the action. If one of the beneficiaries fails to implement their part of the action, the other beneficiaries must ensure that this part is implemented by someone else (without being entitled to an increase of the maximum grant amount and subject to an amendment; see Article 39). The *financial* responsibility of each beneficiary in case of recoveries is governed by Article 22.

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<sup>14</sup> For the definition, see Article 180(2)(b) of EU Financial Regulation 2018/1046: ‘**operating grant**’ means an EU grant to finance “the functioning of a body which has an objective forming part of and supporting an EU policy”.

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

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

(a) Each beneficiary must:

- (i) keep information stored in the Portal Participant Register up to date (see Article 19)
- (ii) inform the granting authority (and the other beneficiaries) immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 19)
- (iii) submit to the coordinator in good time:
  - the prefinancing guarantees (if required; see Article 23)
  - the financial statements and certificates on the financial statements (CFS) (if required; see Articles 21 and 24.2 and Data Sheet, Point 4.3)
  - the contribution to the deliverables and technical reports (see Article 21)
  - any other documents or information required by the granting authority under the Agreement
- (iv) submit via the Portal data and information related to the participation of their affiliated entities.

(b) The coordinator must:

- (i) monitor that the action is implemented properly (see Article 11)
- (ii) act as the intermediary for all communications between the consortium and the granting authority, unless the Agreement or granting authority specifies otherwise, and in particular:
  - submit the prefinancing guarantees to the granting authority (if any)
  - request and review any documents or information required and verify their quality and completeness before passing them on to the granting authority
  - submit the deliverables and reports to the granting authority
  - inform the granting authority about the payments made to the other beneficiaries (report on the distribution of payments; if required, see Articles 22 and 32)
- (iii) distribute the payments received from the granting authority to the other beneficiaries without unjustified delay (see Article 22).

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

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

Moreover, coordinators which are ‘sole beneficiaries’<sup>15</sup> (or similar, such as European research infrastructure consortia (ERICs)) may delegate the tasks set out in Point (b)(i) to (iii) above to one of their members. The coordinator retains sole responsibility for compliance with the obligations under the Agreement.

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

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

- the internal organisation of the consortium
- the management of access to the Portal
- different distribution keys for the payments and financial responsibilities in case of recoveries (if any)
- additional rules on rights and obligations related to background and results (see Article 16)
- settlement of internal disputes
- liability, indemnification and confidentiality arrangements between the beneficiaries.

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

## ARTICLE 8 — AFFILIATED ENTITIES

Not applicable

## ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION

### 9.1 Associated partners

Not applicable

### 9.2 Third parties giving in-kind contributions to the action

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

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

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<sup>15</sup> For the definition, see Article 187(2) EU Financial Regulation 2018/1046: “Where several entities satisfy the criteria for being awarded a grant and together form one entity, that entity may be treated as the **sole beneficiary**, including where it is specifically established for the purpose of implementing the action financed by the grant.”



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

### 9.3 Subcontractors

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

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

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

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

### 9.4 Recipients of financial support to third parties

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

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

## ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS

### 10.1 Non-EU participants

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

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: to use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC<sup>16</sup>
- for the controls under Article 25: to allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the bodies mentioned in that Article (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.).

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<sup>16</sup> Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts or similar national regulations (OJ L 157, 9.6.2006, p. 87).

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

## 10.2 Participants which are international organisations

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

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

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

Special rules on applicable law and dispute settlement apply (see Article 43 and Data Sheet, Point 5).

## 10.3 Pillar-assessed participants

Pillar-assessed participants (if any) may rely on their own systems, rules and procedures, in so far as they have been positively assessed and do not call into question the decision awarding the grant or breach the principle of equal treatment of applicants or beneficiaries.

‘Pillar-assessment’ means a review by the European Commission on the systems, rules and procedures which participants use for managing EU grants (in particular internal control system, accounting system, external audits, financing of third parties, rules on recovery and exclusion, information on recipients and protection of personal data; see Article 154 EU Financial Regulation 2018/1046).

Participants with a positive pillar assessment may rely on their own systems, rules and procedures, in particular for:

- record-keeping (Article 20): may be done in accordance with internal standards, rules and procedures
- currency conversion for financial statements (Article 21): may be done in accordance with usual accounting practices
- guarantees (Article 23): for public law bodies, prefinancing guarantees are not needed
- certificates (Article 24):
  - certificates on the financial statements (CFS): may be provided by their regular internal or external auditors and in accordance with their internal financial regulations and procedures

- certificates on usual accounting practices (CoMUC): are not needed if those practices are covered by an ex-ante assessment

and use the following specific rules, for:

- recoveries (Article 22): in case of financial support to third parties, there will be no recovery if the participant has done everything possible to retrieve the undue amounts from the third party receiving the support (including legal proceedings) and non-recovery is not due to an error or negligence on its part
- checks, reviews, audits and investigations by the EU (Article 25): will be conducted taking into account the rules and procedures specifically agreed between them and the framework agreement (if any)
- impact evaluation (Article 26): will be conducted in accordance with the participant's internal rules and procedures and the framework agreement (if any)
- grant agreement suspension (Article 31): certain costs incurred during grant suspension are eligible (notably, minimum costs necessary for a possible resumption of the action and costs relating to contracts which were entered into before the pre-information letter was received and which could not reasonably be suspended, reallocated or terminated on legal grounds)
- grant agreement termination (Article 32): the final grant amount and final payment will be calculated taking into account also costs relating to contracts due for execution only after termination takes effect, if the contract was entered into before the pre-information letter was received and could not reasonably be terminated on legal grounds
- liability for damages (Article 33.2): the granting authority must be compensated for damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement only if the damage is due to an infringement of the participant's internal rules and procedures or due to a violation of third parties' rights by the participant or one of its employees or individual for whom the employees are responsible.

Participants whose pillar assessment covers procurement and granting procedures may also do purchases, subcontracting and financial support to third parties (Article 6.2) in accordance with their internal rules and procedures for purchases, subcontracting and financial support.

Participants whose pillar assessment covers data protection rules may rely on their internal standards, rules and procedures for data protection (Article 15).

The participants may however not rely on provisions which would breach the principle of equal treatment of applicants or beneficiaries or call into question the decision awarding the grant, such as in particular:

- eligibility (Article 6)
- consortium roles and set-up (Articles 7-9)
- security and ethics (Articles 13, 14)

- IPR (including background and results, access rights and rights of use), communication, dissemination and visibility (Articles 16 and 17)
- information obligation (Article 19)
- payment, reporting and amendments (Articles 21, 22 and 39)
- rejections, reductions, suspensions and terminations (Articles 27, 28, 29-32)

If the pillar assessment was subject to remedial measures, reliance on the internal systems, rules and procedures is subject to compliance with those remedial measures.

Participants whose assessment has not yet been updated to cover (the new rules on) data protection may rely on their internal systems, rules and procedures, provided that they ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subject
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the personal data.

Participants must inform the coordinator without delay of any changes to the systems, rules and procedures that were part of the pillar assessment. The coordinator must immediately inform the granting authority.

Pillar-assessed participants that have also concluded a framework agreement with the EU, may moreover — under the same conditions as those above (i.e. not call into question the decision awarding the grant or breach the principle of equal treatment of applicants or beneficiaries) — rely on the provisions set out in that framework agreement.

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

### **ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION**

#### **11.1 Obligation to properly implement the action**

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

#### **11.2 Consequences of non-compliance**

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

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

## **ARTICLE 12 — CONFLICT OF INTERESTS**

### **12.1 Conflict of interests**

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

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

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

### **12.2 Consequences of non-compliance**

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

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

## **ARTICLE 13 — CONFIDENTIALITY AND SECURITY**

### **13.1 Sensitive information**

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

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

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

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

- (a) need to know it in order to implement the Agreement and
- (b) are bound by an obligation of confidentiality.

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

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

- (a) this is necessary to implement the Agreement or safeguard the EU financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party
- (b) the information becomes publicly available, without breaching any confidentiality obligation
- (c) the disclosure of the sensitive information is required by EU, international or national law.

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

### **13.2 Classified information**

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444<sup>17</sup> and its implementing rules).

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

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

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

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

### **13.3 Consequences of non-compliance**

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

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

## **ARTICLE 14 — ETHICS AND VALUES**

### **14.1 Ethics**

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

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

### **14.2 Values**

The beneficiaries must commit to and ensure the respect of basic EU values (such as respect for

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<sup>17</sup> 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).

human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

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

### **14.3 Consequences of non-compliance**

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

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

## **ARTICLE 15 — DATA PROTECTION**

### **15.1 Data processing by the granting authority**

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

For grants where the granting authority is the European Commission, an EU regulatory or executive agency, joint undertaking or other EU body, the processing will be subject to Regulation 2018/1725<sup>18</sup>.

### **15.2 Data processing by the beneficiaries**

The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679<sup>19</sup>).

They must ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the data.

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<sup>18</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

<sup>19</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“GDPR”) (OJ L 119, 4.5.2016, p. 1).

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

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

### **15.3 Consequences of non-compliance**

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

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

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

### **16.1 Background and access rights to background**

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

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

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

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

### **16.2 Ownership of results**

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

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

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

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

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



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

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

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

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

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

## 16.4 Specific rules on IPR, results and background

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

## 16.5 Consequences of non-compliance

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

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

## ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY

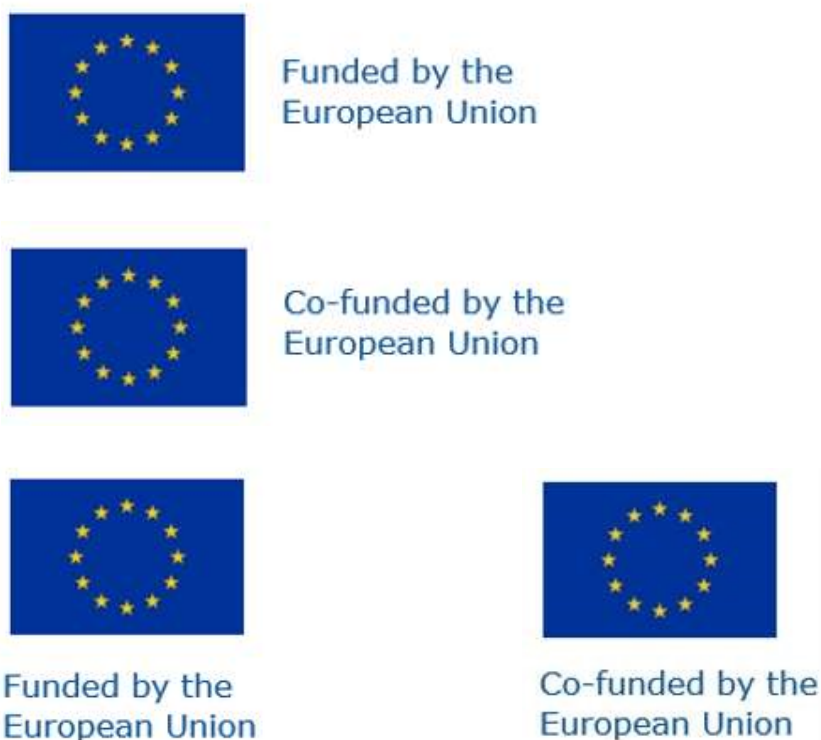
### 17.1 Communication — Dissemination — Promoting the action

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

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

### 17.2 Visibility — European flag and funding statement

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



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

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

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

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

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

### **17.3 Quality of information — Disclaimer**

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

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

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

### **17.4 Specific communication, dissemination and visibility rules**

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

### **17.5 Consequences of non-compliance**

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

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

## **ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION**

### **18.1 Specific rules for carrying out the action**

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

### **18.2 Consequences of non-compliance**

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

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

## **SECTION 3 GRANT ADMINISTRATION**

### **ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS**

#### **19.1 Information requests**

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

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

## 19.2 Participant Register data updates

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

## 19.3 Information about events and circumstances which impact the action

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

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

## 19.4 Consequences of non-compliance

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

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

## ARTICLE 20 — RECORD-KEEPING

### 20.1 Keeping records and supporting documents

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

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

- (a) for actual costs: adequate records and supporting documents to prove the costs declared (such as contracts, subcontracts, invoices and accounting records); in addition, the beneficiaries' usual accounting and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documents
- (b) for flat-rate costs and contributions (if any): adequate records and supporting documents to prove the eligibility of the costs or contributions to which the flat-rate is applied

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

Moreover, the following is needed for specific budget categories:

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

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

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

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

## **20.2 Consequences of non-compliance**

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

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

## **ARTICLE 21 — REPORTING**

### **21.1 Continuous reporting**

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

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

## 21.2 Periodic reporting: Technical reports and financial statements

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

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

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

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

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

The financial part of the periodic report includes:

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

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

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

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

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

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

### **21.3 Currency for financial statements and conversion into euros**

The financial statements must be drafted in euro.

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

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

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

### **21.4 Reporting language**

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

### **21.5 Consequences of non-compliance**

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

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

## **ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE**

### **22.1 Payments and payment arrangements**

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

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

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

The cost of payment transfers will be borne as follows:

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

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

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

## 22.2 Recoveries

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

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

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

In case of enforced recoveries (see Article 22.4):

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

## 22.3 Amounts due

### 22.3.1 Prefinancing payments

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

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

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

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

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

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

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



### 22.3.2 Amount due at beneficiary termination — Recovery

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

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

Step 1 — Calculation of the total accepted EU contribution

#### Step 1 — Calculation of the total accepted EU contribution

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

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

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

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

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

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

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

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

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

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

### 22.3.3 Interim payments

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

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the interim payment ceiling

#### Step 1 — Calculation of the total accepted EU contribution

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

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

#### Step 2 — Limit to the interim payment ceiling

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

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

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

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

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

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

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the maximum grant amount

Step 3 — Reduction due to the no-profit rule

### Step 1 — Calculation of the total accepted EU contribution

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

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

### Step 2 — Limit to the maximum grant amount

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

### Step 3 — Reduction due to the no-profit rule

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 22.3.5 Audit implementation after final payment — Revised final grant amount — Recovery

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

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

Step 1 — Calculation of the revised total accepted EU contribution

#### Step 1 — Calculation of the revised total accepted EU contribution

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

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

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

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

$$\left\{ \begin{array}{l} \text{total accepted EU contribution for the beneficiary} \\ \text{divided by} \\ \text{total accepted EU contribution for the action} \end{array} \right\} \times \left\{ \begin{array}{l} \text{multiplied by} \\ \text{final grant amount for the action} \end{array} \right\}.$$

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

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

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

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

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

## 22.4 Enforced recovery

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

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

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

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

- (b) by drawing on the financial guarantee(s) (if any)
- (c) by holding other beneficiaries jointly and severally liable (if any; see Data Sheet, Point 4.4)
- (d) by holding affiliated entities jointly and severally liable (if any, see Data Sheet, Point 4.4)
- (e) by taking legal action (see Article 43) or, provided that the granting authority is the European Commission or an EU executive agency, by adopting an enforceable decision under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 100(2) of EU Financial Regulation 2018/1046.

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

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

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2015/2366<sup>20</sup> applies.

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

## 22.5 Consequences of non-compliance

**22.5.1** If the granting authority does not pay within the payment deadlines (see above), the beneficiaries are entitled to **late-payment interest** at the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('reference rate'), plus the rate specified in the

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<sup>20</sup> Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC (OJ L 337, 23.12.2015, p. 35).

Data Sheet (Point 4.2). The reference rate is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

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

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

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

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

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

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

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

## **ARTICLE 23 — GUARANTEES**

### **23.1 Prefinancing guarantee**

If required by the granting authority (see Data Sheet, Point 4.2), the beneficiaries must provide (one or more) prefinancing guarantee(s) in accordance with the timing and the amounts set out in the Data Sheet.

The coordinator must submit them to the granting authority in due time before the prefinancing they are linked to.

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

- (a) be provided by a bank or approved financial institution established in the EU or — if requested by the coordinator and accepted by the granting authority — by a third party or a bank or financial institution established outside the EU offering equivalent security
- (b) the guarantor stands as first-call guarantor and does not require the granting authority to first have recourse against the principal debtor (i.e. the beneficiary concerned) and
- (c) remain explicitly in force until the final payment and, if the final payment takes the form of a recovery, until five months after the debit note is notified to a beneficiary.

They will be released within the following month.

### **23.2 Consequences of non-compliance**

If the beneficiaries breach their obligation to provide the prefinancing guarantee, the prefinancing will not be paid.

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

## **ARTICLE 24 — CERTIFICATES**

### **24.1 Operational verification report (OVR)**

Not applicable

### **24.2 Certificate on the financial statements (CFS)**

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

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

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

- (a) be provided by a qualified approved external auditor which is independent and complies with Directive 2006/43/EC<sup>21</sup> (or for public bodies: by a competent independent public officer)
- (b) the verification must be carried out according to the highest professional standards to ensure that the financial statements comply with the provisions under the Agreement and that the costs declared are eligible.

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

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

### **24.3 Certificate on the compliance of usual cost accounting practices (CoMUC)**

Not applicable

### **24.4 Systems and process audit (SPA)**

Not applicable

### **24.5 Consequences of non-compliance**

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<sup>21</sup> Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts or similar national regulations (OJ L 157, 9.6.2006, p. 87).

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

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

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

### 25.1 Granting authority checks, reviews and audits

#### 25.1.1 Internal checks

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

#### 25.1.2 Project reviews

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

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

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

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

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

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

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

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

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

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



### 25.1.3 Audits

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

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

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

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

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

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

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

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

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

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

## 25.2 European Commission checks, reviews and audits in grants of other granting authorities

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

## 25.3 Access to records for assessing simplified forms of funding

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

## 25.4 OLAF, EPPO and ECA audits and investigations

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

- the European Anti-Fraud Office (OLAF) under Regulations No 883/2013<sup>22</sup> and No 2185/96<sup>23</sup>
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

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

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

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

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

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

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

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

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

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

### **25.5.2 Extension from other grants**

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

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

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<sup>22</sup> Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18/09/2013, p. 1).

<sup>23</sup> Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15/11/1996, p. 2).

- (b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — within the time-limit for audits set out in the Data Sheet (see Point 6).

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

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

- (a) an invitation to submit observations on the list of grants affected by the findings
- (b) the request to submit revised financial statements for all grants affected
- (c) the correction rate for extrapolation, established on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected, if the beneficiary concerned:
  - (i) considers that the submission of revised financial statements is not possible or practicable or
  - (ii) does not submit revised financial statements.

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

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

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

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

## 25.6 Consequences of non-compliance

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

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

## ARTICLE 26 — IMPACT EVALUATIONS

### 26.1 Impact evaluation

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

Such evaluations may be started during implementation of the action and until the time-limit set out

in the Data Sheet (see Point 6). They will be formally notified to the coordinator or beneficiaries and will be considered to start on the date of the notification.

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

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

## **26.2 Consequences of non-compliance**

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

# **CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE**

## **SECTION 1 REJECTIONS AND GRANT REDUCTION**

### **ARTICLE 27 — REJECTION OF COSTS AND CONTRIBUTIONS**

#### **27.1 Conditions**

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

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

Ineligible costs or contributions will be rejected.

#### **27.2 Procedure**

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

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

#### **27.3 Effects**

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

### **ARTICLE 28 — GRANT REDUCTION**

#### **28.1 Conditions**

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

- (a) the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (see Article 25).

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

## **28.2 Procedure**

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

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

## **28.3 Effects**

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

# **SECTION 2 SUSPENSION AND TERMINATION**

## **ARTICLE 29 — PAYMENT DEADLINE SUSPENSION**

### **29.1 Conditions**

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

- (a) the required report (see Article 21) has not been submitted or is not complete or additional information is needed
- (b) there are doubts about the amount to be paid (e.g. ongoing audit extension procedure, queries

about eligibility, need for a grant reduction, etc.) and additional checks, reviews, audits or investigations are necessary, or

- (c) there are other issues affecting the EU financial interests.

## 29.2 Procedure

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

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

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

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

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

## ARTICLE 30 — PAYMENT SUSPENSION

### 30.1 Conditions

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

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

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

### 30.2 Procedure

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

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

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

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

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

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

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

## ARTICLE 31 — GRANT AGREEMENT SUSPENSION

### 31.1 Consortium-requested GA suspension

#### 31.1.1 Conditions and procedure

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

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

- the reasons why
- the date the suspension takes effect; this date may be before the date of the submission of the amendment request and
- the expected date of resumption.

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

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

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

## 31.2 EU-initiated GA suspension

### 31.2.1 Conditions

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

- (a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant
- (c) other:
  - (i) linked action issues: not applicable
  - (ii) additional GA suspension grounds: not applicable.

### 31.2.2 Procedure

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

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

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

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

Once the conditions for resuming implementation of the action are met, the granting authority will formally notify the coordinator a **lifting of suspension letter**, in which it will set the suspension end date and invite the coordinator to request an amendment of the Agreement to set the resumption date (one day after suspension end date), extend the duration and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the grant has been terminated (see



Article 32). The suspension will be **lifted** with effect from the suspension end date set out in the lifting of suspension letter. This date may be before the date on which the letter is sent.

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

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

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

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

### **32.1 Consortium-requested GA termination**

#### **32.1.1 Conditions and procedure**

The beneficiaries may request the termination of the grant.

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

- the reasons why
- the date the consortium ends work on the action ('end of work date') and
- the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

The termination will **take effect** on the termination date specified in the amendment.

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

#### **32.1.2 Effects**

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

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

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

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

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

## 32.2 Consortium-requested beneficiary termination

### 32.2.1 Conditions and procedure

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

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

- the reasons why
- the opinion of the beneficiary concerned (or proof that this opinion has been requested in writing)
- the date the beneficiary ends work on the action ('end of work date')
- the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

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

The termination will **take effect** on the termination date specified in the amendment.

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

### 32.2.2 Effects

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

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

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

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

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

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

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

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

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

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

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

### **32.3 EU-initiated GA or beneficiary termination**

#### **32.3.1 Conditions**

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

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

essential for the award/implementation of the grant) has been found guilty of grave professional misconduct

- (h) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking
- (i) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) was created under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (or created another entity with this purpose)
- (j) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.)
- (k) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings from other grants to this grant; see Article 25)
- (l) despite a specific request by the granting authority, a beneficiary does not request — through the coordinator — an amendment to the Agreement to end the participation of one of its affiliated entities or associated partners that is in one of the situations under points (d), (f), (e), (g), (h), (i) or (j) and to reallocate its tasks, or
- (m) other:
  - (i) linked action issues: not applicable
  - (ii) additional GA termination grounds: not applicable.

### 32.3.2 Procedure

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

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

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

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

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

### 32.3.3 Effects

#### (a) for **GA termination**:

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

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

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

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

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

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

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

#### (b) for **beneficiary termination**:

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

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

The granting authority will calculate the amount due to the beneficiary on the basis of the

report submitted and taking into account the costs incurred and contributions for activities implemented before termination takes effect (see Article 22). Costs relating to contracts due for execution only after termination are not eligible.

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

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

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

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

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

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

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

## **SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS**

### **ARTICLE 33 — DAMAGES**

#### **33.1 Liability of the granting authority**

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

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

#### **33.2 Liability of the beneficiaries**

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

The liability does not extend to indirect or consequential losses or similar damage (such as loss of

profit, loss of revenue or loss of contracts), provided such damage was not caused by wilful act or by a breach of confidentiality.

## **ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES**

Nothing in this Agreement may be construed as preventing the adoption of administrative sanctions (i.e. exclusion from EU award procedures and/or financial penalties) or other public law measures, in addition or as an alternative to the contractual measures provided under this Agreement (see, for instance, Articles 135 to 145 EU Financial Regulation 2018/1046 and Articles 4 and 7 of Regulation 2988/95<sup>24</sup>).

## **SECTION 4 FORCE MAJEURE**

### **ARTICLE 35 — FORCE MAJEURE**

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

‘Force majeure’ means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties’ control,
- was not due to error or negligence on their part (or on the part of other participants involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

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

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

## **CHAPTER 6 FINAL PROVISIONS**

### **ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES**

#### **36.1 Forms and means of communication — Electronic management**

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

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

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<sup>24</sup> Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

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

Communications must be made by persons authorised according to the Portal Terms and Conditions. For naming the authorised persons, each beneficiary must have designated — before the signature of this Agreement — a ‘legal entity appointed representative (LEAR)’. The role and tasks of the LEAR are stipulated in their appointment letter (see Portal Terms and Conditions).

If the electronic exchange system is temporarily unavailable, instructions will be given on the Portal.

### **36.2 Date of communication**

The sending date for communications made through the Portal will be the date and time of sending, as indicated by the time logs.

The receiving date for communications made through the Portal will be the date and time the communication is accessed, as indicated by the time logs. Formal notifications that have not been accessed within 10 days after sending, will be considered to have been accessed (see Portal Terms and Conditions).

If a communication is exceptionally made on paper (by e-mail or postal service), general principles apply (i.e. date of sending/receipt). Formal notifications by registered post with proof of delivery will be considered to have been received either on the delivery date registered by the postal service or the deadline for collection at the post office.

If the electronic exchange system is temporarily unavailable, the sending party cannot be considered in breach of its obligation to send a communication within a specified deadline.

### **36.3 Addresses for communication**

The Portal can be accessed via the Europa website.

The address for paper communications to the granting authority (if exceptionally allowed) is the official mailing address indicated on its website.

For beneficiaries, it is the legal address specified in the Portal Participant Register.

## **ARTICLE 37 — INTERPRETATION OF THE AGREEMENT**

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

Annex 5 takes precedence over the Terms and Conditions; the Terms and Conditions take precedence over the Annexes other than Annex 5.

Annex 2 takes precedence over Annex 1.

## **ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES**



In accordance with Regulation No 1182/71<sup>25</sup>, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

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

‘Days’ means calendar days, not working days.

## ARTICLE 39 — AMENDMENTS

### 39.1 Conditions

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

Amendments may be requested by any of the parties.

### 39.2 Procedure

The party requesting an amendment must submit a request for amendment signed directly in the Portal Amendment tool.

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

The request for amendment must include:

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

The granting authority may request additional information.

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

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

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

## ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES

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<sup>25</sup> Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8/6/1971, p. 1).

#### **40.1 Accession of the beneficiaries mentioned in the Preamble**

The beneficiaries which are not coordinator must accede to the grant by signing the accession form (see Annex 3) directly in the Portal Grant Preparation tool, within 30 days after the entry into force of the Agreement (see Article 44).

They will assume the rights and obligations under the Agreement with effect from the date of its entry into force (see Article 44).

If a beneficiary does not accede to the grant within the above deadline, the coordinator must — within 30 days — request an amendment (see Article 39) to terminate the beneficiary and make any changes necessary to ensure proper implementation of the action. This does not affect the granting authority's right to terminate the grant (see Article 32).

#### **40.2 Addition of new beneficiaries**

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

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

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

Additions are also possible in mono-beneficiary grants.

### **ARTICLE 41 — TRANSFER OF THE AGREEMENT**

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

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

- the reasons why
- the accession form (see Annex 3) signed by the new beneficiary directly in the Portal Amendment tool and
- additional supporting documents (if required by the granting authority).

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

### **ARTICLE 42 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE GRANTING AUTHORITY**

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

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

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

## **ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

### **43.1 Applicable law**

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

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

### **43.2 Dispute settlement**

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

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

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

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

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

## **ARTICLE 44 — ENTRY INTO FORCE**

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

## SIGNATURES

### For the coordinator

JOSE LUIS SAEZ LLORENTE with ECAS id nsaezjos signed in the Participant Portal on 14/02/2023 at 09:33:17 (transaction id SigId-59065-2LuKs8qB74aQLKP5y2uVqFFsoEIOldqqgcJnzMQmU0YyASdY6QIRDPEgliRzXKOMIYx3Lv8VAnEeQAJay5wxziG-rS0vSrmBGYCSKzkbteFvt9-Q6rgiFqN6YzPOzKpqVatLRqznW5Y32nh5n PQGwjbmCra8y4LTqezQGpaOD8GXsL02qV4pFriczNsrNesNd8eO9T).  
Timestamp by third party at  
2023.02.14 09:33:23 CET

### For the granting authority

Signed by Agnes MATHIEU-MENDES with ECAS id mathiag as an authorised representative on 15-02-2023 11:39:07 (transaction id SigId-134706-zdzUlvui5XEbGhHHeTFQ9MySO69XgWlUGPff0soyOE4s9qk8luqnYshZLNhsNLw6fEBF3pWPI7qYSbuWig4RQK-yntOf97TTHqQ8M3rxzIUN2-MOpkOhTyQsGyVkfLnVfrneLBw2Rnsu hq3INP1aj9ajjkdXyFd2CVwyztSdvGXsvTzXfimUtUgj0ms1n36N5HAG)  
2023.02.15 11:39:10 CET

**ANNEX 1**



**Single Market Programme (SMP)**

**Description of the action (DoA)**

**Part A**

**Part B**

## DESCRIPTION OF THE ACTION (PART A)

### COVER PAGE

*Part A of the Description of the Action (DoA) must be completed directly on the Portal Grant Preparation screens.*

<b>PROJECT</b>	
<i>Grant Preparation (General Information screen) — Enter the info.</i>	
<b>Project number:</b>	101112574
<b>Project name:</b>	Application for EU financing of the monitoring of AMR in zoonotic and commensal bacteria in food and farmed animals in 2022 (implementation of Decision (EU) 2020/1729).
<b>Project acronym:</b>	AMR 2022-ES
<b>Call:</b>	SMP-FOOD-2022-AMR-AG-IBA
<b>Topic:</b>	SMP-FOOD-2022-AMR
<b>Type of action:</b>	SMP-PJG
<b>Service:</b>	HADEA/A/02
<b>Project starting date:</b>	fixed date: 1 January 2022
<b>Project duration:</b>	14 months

### TABLE OF CONTENTS

Project summary .....	3
List of participants .....	4
List of work packages .....	5
Staff effort .....	7
List of deliverables .....	8
List of milestones (outputs/outcomes) .....	10
List of critical risks .....	10

## PROJECT SUMMARY

### Project summary

*Grant Preparation (General Information screen) — Provide an overall description of your project (including context and overall objectives, planned activities and main achievements, and expected results and impacts (on target groups, change procedures, capacities, innovation etc)). This summary should give readers a clear idea of what your project is about.*

*Use the project summary from your proposal.*

Application for EU financing the monitoring of AMR in zoonotic and commensal bacteria in food and farmed animals (implementation of Decision (EU) 2020/1729).

The application covers the costs for the activities of AMR monitoring started on 1 January 2022 (as is explicitly authorised in the call document SMP-FOOD-2022-AMR-AG-IBA).

Antimicrobial resistance (AMR) is a growing health problem in the Union and worldwide.

The Commission Implementing Decision (EU) 2020/1729 lays down harmonised rules for the period 2021-2027 for the monitoring and reporting of AMR in zoonotic and commensal bacteria to be carried out by Member States in accordance with Articles 7(3) and 9(1) of Directive 2003/99/EC4 and Annex II (B) and Annex IV thereto.

The aim of the action is to contribute to an adequate implementation of that Decision and thus to the harmonised monitoring and reporting of antimicrobial resistance in 2022 in the EU.

The financing of this action would consist of reimbursing certain costs regarding staff, sampling and laboratory testing (test kits, reagents and consumables) incurred by Spain for sampling and testing for AMR in food and food-producing animals, as per the requirements laid down in Commission Implementing Decision (EU) 2020/1729 for 2022.

The following limits shall not exceed, for:

#### 1. Sampling costs

Costs for sampling shall be limited to:

- Staff costs of work for sampling of caecal samples within the slaughterhouse and for sampling at border control post and retail for the actual attributable labour (wages, social charges and retirement costs) accrued in implementation of the Commission Implementing Decision 2020/1729. To this end timesheets have to be maintained. Timesheets shall be used to record time spent by employees on the implementation of the action. Recording and certification shall be done on a daily basis at least once a month by employee and line manager.
- Consumables based on actual costs incurred by Spain to perform the sampling and only if used specifically in the performance of the sampling at slaughterhouse, border control post and retail.

#### 2. Laboratory costs

- Staff costs shall be limited to actual attributable labour costs (wages, social charges and retirement costs) accrued in implementation of the Commission Implementing Decision 2020/1729. To this end timesheets have to be maintained. Timesheets shall be used to record time spent by employees on the implementation of the action. Recording and certification shall be done on a daily basis at least once a month by employee and line manager.

- Test kits, reagents and consumables shall be based on actual costs incurred by Spain to perform the tests at the laboratory designated by the competent authority and shall only be reimbursed if used specifically in the performance of the following tests (maximum EU contribution per test and per sample, overheads not included):

- . EUR 20 per caecal sample
- . EUR 20 per sample of meat at retail
- . EUR 30 per sample of meat at border control post
- . EUR 22 per Salmonella isolation and detection
- . EUR 44 per Salmonella isolate serotyping
- . EUR 43 per Campylobacter isolate isolation and identification
- . EUR 22 per commensal E. coli isolation and detection
- . EUR 19 per isolation of enzyme [Extended Spectrum  $\beta$ -Lactamases (ESBL)/ AmpC  $\beta$ -Lactamases (AmpC)] producing

**Project summary**

*Grant Preparation (General Information screen) — Provide an overall description of your project (including context and overall objectives, planned activities and main achievements, and expected results and impacts (on target groups, change procedures, capacities, innovation etc)). This summary should give readers a clear idea of what your project is about.*

*Use the project summary from your proposal.*

E. coli from meat and caecal samples according to steps 1.4-1.6 of the protocol for standardisation of the EU Reference Laboratory for Antimicrobial Resistance (EURL for AMR)

. EUR 37 per verification of resistance, identification and storage of isolates of enzyme (ESBL/AmpC) producing E.

coli from meat and caecal samples according to steps 1.7-1.8 of the protocol for standardisation of the EURL for AMR

. EUR 17 per isolation of carbapenamase-producing E.coli from caecal and meat samples according to step 3.1-3.2 of the protocol for standardisation of the EURL for AMR

. EUR 37 per verification of resistance, identification and storage of isolates of carbapenamase-producing E. coli from meat and caecal samples according to steps 3.3-3.4 of the protocol for standardisation of the EURL for AMR

. EUR 30 per antimicrobial susceptibility testing (AST according to table 2 of Commission Implementing Decision 2020/1729), of each E. coli and Salmonella isolate

. EUR 35 per characterisation and classification (AST according to table 5 of Commission Implementing Decision 2020/1729) of each E. coli and Salmonella isolate showing resistance to third-generation cephalosporins and meropenem

. EUR 30 per AST of each Campylobacter (C. coli/C. jejuni) isolate according to table 3 of Commission Implementing Decision 2020/1729

. EUR 120 per Whole Genome Sequencing (WGS) on presumptive ESBL/AmpC/CP E.coli

. EUR 120 per WGS on resistant Salmonella spp and E.coli

. EUR 40 per storage of resistant Isolates for five years

The monitoring of AMR in food and farmed animals conducted by Spain allows informing on the development and spread of antimicrobial-resistant bacteria and supports future decision-making on AMR to reduce the AMR burden in humans and animals.

**LIST OF PARTICIPANTS****PARTICIPANTS**

*Grant Preparation (Beneficiaries screen) — Enter the info.*

Number	Role	Short name	Legal name	Country	PIC
1	COO	MAPA	MINISTERIO DE AGRICULTURA, PESCA Y ALIMENTACION	ES	905557857



## LIST OF WORK PACKAGES

<b>Work packages</b>						
<i>Grant Preparation (Work Packages screen) — Enter the info.</i>						
<b>Work Package No</b>	<b>Work Package name</b>	<b>Lead Beneficiary</b>	<b>Effort (Person-Months)</b>	<b>Start Month</b>	<b>End Month</b>	<b>Deliverables</b>
WP1	AMR 2022-ES (AMR monitoring on food and food-producing animals in 2022)	1 - MAPA	92.00	1	14	D1.1 – Financial report D1.2 – Technical report D1.3 – Annual EFSA report

**Work package WP1 – AMR 2022-ES (AMR monitoring on food and food-producing animals in 2022)**

<b>Work Package Number</b>	WP1	<b>Lead Beneficiary</b>	1. MAPA
<b>Work Package Name</b>	AMR 2022-ES (AMR monitoring on food and food-producing animals in 2022)		
<b>Start Month</b>	1	<b>End Month</b>	14

**Objectives**

Perform monitoring of antimicrobial resistance (AMR) in commensal and zoonotic agents in food and food-producing animals in accordance with Commission Implementing Decision (EU) 2020/1729.

**Description**

This project covers the Spanish application for EU financing of certain costs (staff, sampling and laboratory testing) incurred by Spain for the monitoring system of AMR in food and farmed animals in 2022. Sampling and analysing of samples from broilers, turkeys, broiler meat and turkey meat will be performed.

## **STAFF EFFORT**

<b>Staff effort per participant</b> <i>Grant Preparation (Work packages - Effort screen) — Enter the info.</i>		
<b>Participant</b>	<b>WPI</b>	<b>Total Person-Months</b>
1 - MAPA	92.00	92.00
<b>Total Person-Months</b>	92.00	92.00

## LIST OF DELIVERABLES

<b>Deliverables</b>						
<i>Grant Preparation (Deliverables screen) — Enter the info.</i>						
<i>The labels used mean:</i>						
<i>Public — fully open (🚩 automatically posted online)</i>						
<i>Sensitive — limited under the conditions of the Grant Agreement</i>						
<i>EU classified — RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision <a href="https://eur-lex.europa.eu/eli/dec/2015/444">2015/444</a></i>						
<b>Deliverable No</b>	<b>Deliverable Name</b>	<b>Work Package No</b>	<b>Lead Beneficiary</b>	<b>Type</b>	<b>Dissemination Level</b>	<b>Due Date (month)</b>
D1.1	Financial report	WP1	1 - MAPA	R — Document, report	PU - Public	14
D1.2	Technical report	WP1	1 - MAPA	R — Document, report	PU - Public	14
D1.3	Annual EFSA report	WP1	1 - MAPA	R — Document, report	PU - Public	14

**Deliverable D1.1 – Financial report**

<b>Deliverable Number</b>	D1.1	<b>Lead Beneficiary</b>	1. MAPA
<b>Deliverable Name</b>	Financial report		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	14	<b>Work Package No</b>	WP1

<b>Description</b>
<p>Application for the EU reimbursement of costs incurred in the AMR programme 2022</p> <p>The report shall inform on the activities conducted by the national competent authorities to ensure adequate implementation of the harmonised monitoring and reporting of AMR in food and farmed animals in 2022. Delivery of the financial report at the end of the action with detailed information on costs associated to sampling and analytical execution.</p> <p>It will include detailed costs associated to staff (sampling and analytical performance), consumables (sampling and analytical performance) and indirect costs (flat-rate of 7%).</p>

**Deliverable D1.2 – Technical report**

<b>Deliverable Number</b>	D1.2	<b>Lead Beneficiary</b>	1. MAPA
<b>Deliverable Name</b>	Technical report		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	14	<b>Work Package No</b>	WP1

<b>Description</b>
<p>Application for the EU reimbursement of costs incurred in the AMR programme 2022</p> <p>This report shall inform on the activities conducted by the national competent authorities to ensure adequate implementation of the harmonised monitoring and reporting of AMR in food and farmed animals in 2022. Delivery of the technical report at the end of the action with justifications for each discrepancy between the number of estimated samples/tests and the number of samples/tests performed.</p>

**Deliverable D1.3 – Annual EFSA report**

<b>Deliverable Number</b>	D1.3	<b>Lead Beneficiary</b>	1. MAPA
<b>Deliverable Name</b>	Annual EFSA report		
<b>Type</b>	R — Document, report	<b>Dissemination Level</b>	PU - Public
<b>Due Date (month)</b>	14	<b>Work Package No</b>	WP1

<b>Description</b>
Reporting of the results (technical data) of antimicrobial resistance on food and food-producing animals

## LIST OF MILESTONES

<b>Milestones</b>					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
1	N/A		I-MAPA	Milestones were not requested nor applicable for this project	14

## LIST OF CRITICAL RISKS

<b>Critical risks &amp; risk management strategy</b>				
<i>Grant Preparation (Critical Risks screen) — Enter the info.</i>				
Risk number	Description	Work Package No(s)	Proposed Mitigation Measures	
1	Not appropriate sampling framework (insufficient number of samples, samples of low quality, not randomised sampling of ceecal samples, repetitive epidemiological units, not guarantee of EFSA technical specifications, not stratified samples of samples of fresh meat, not even distribution over the year, pooled samples, etc). Probability: medium	WPI	Adequate sampling design, continuous surveillance and evaluation of the implementing activities, intensive collaboration and coordination between central authorities, regional authorities, border control posts and the correspondants laboratories.	
2	Not appropriate antimicrobial susceptibility testing AST (insufficient number of isolates to submit to AST, not guarantees of only one isolate per bacterial species/ Salmonella serovar from the same epidemiological unit, inadequate analytical method for detection and AST, inadequate interpretation of results through cut-off-values and concentration	WPI	Expertise and training of the laboratory staff, continuous surveillance of the implementation and results, coordination with central authorities, proficiency testing, revision of quality systems.	

<b>Critical risks &amp; risk management strategy</b>			
<i>Grant Preparation (Critical Risks screen) — Enter the info.</i>			
<b>Risk number</b>	<b>Description</b>	<b>Work Package No(s)</b>	<b>Proposed Mitigation Measures</b>
3	ranges, inadequate panel of antibiotics, detection methods not according to the EURLs protocols, not appropriate quality controls, storage and confirmatory testing, etc) Probability: low Problems with reporting to EFSA (technical inconsistencies of the results, IT problems with EFSA database, follow-up validations of EFSA, etc) Probability: medium-high	WPI	Intensive coordination between central authorities-EFSA-NRL



## TECHNICAL DESCRIPTION (PART B)

### COVER PAGE

Part B of the Application Form must be downloaded from the Portal Submission System, completed and then assembled and re-uploaded as PDF in the system. Page 1 with the grey IMPORTANT NOTICE box should be deleted before uploading.

**Note:** Please read carefully the conditions set out in the Call document (for open calls: published on the Portal). Pay particular attention to the award criteria; they explain how the application will be evaluated.

PROJECT	
<b>Project name:</b>	AMR 2022 ES. Spanish application for EU financing of monitoring of AMR 2022 in food and farmed animals. Proposal for call: SMP-FOOD-2022-AMR-AG-IBA
<b>Project acronym:</b>	AMR 2022-ES
<b>Coordinator contact:</b>	Soledad COLLADO CORTÉS, Ministerio de Agricultura, Pesca y Alimentación (MAPA)

### TABLE OF CONTENTS

ADMINISTRATIVE FORMS (PART A).....	¡ERROR! MARCADOR NO DEFINIDO.
TECHNICAL DESCRIPTION (PART B).....	1
COVER PAGE.....	1
PROJECT SUMMARY.....	2
1. RELEVANCE.....	2
1.1 Background and general objectives.....	2
1.2 Needs analysis and specific objectives.....	3
1.3 Complementarity with other actions and innovation — European added value.....	4
2. QUALITY.....	5
2.1 Concept and methodology.....	5
2.2 Consortium set-up.....	6
2.3 Project teams, staff and experts.....	7
2.4 Consortium management and decision-making.....	8
2.5 Project management, quality assurance and monitoring and evaluation strategy.....	8
2.6 Cost effectiveness and financial management.....	9
2.7 Risk management.....	9
3. IMPACT.....	10
3.1 Impact and ambition.....	10
3.2 Communication, dissemination and visibility.....	11
3.3 Sustainability and continuation.....	11
4. WORKPLAN, WORK PACKAGES, ACTIVITIES, RESOURCES AND TIMING.....	13
4.1 Work plan.....	13
4.2 Work packages, activities, resources and timing.....	16
Work Package 1.....	18
Work Package.....	21
5. OTHER.....	24
5.1 Ethics.....	24
5.2 Security.....	24
6. DECLARATIONS.....	24





ANNEXES.....26

#@APP-FORM-SMPFOOD@#

#@PRJ-SUM-PS@# [This document is tagged. Do not delete the tags; they are needed for the processing.]

## PROJECT SUMMARY

### Project summary

See Abstract (Application Form Part A).

#\$PRJ-SUM-PS\$# #@REL-EVA-RE@# #@PRJ-OBJ-PO@#

## 1. RELEVANCE

### 1.1 Background and general objectives

#### Background and general objectives

*Describe the background and rationale of the project.**How is the project relevant to the scope of the call? How does the project address the general objectives of the call? What is the project's contribution to the priorities of the call?**For Veterinary and Phytosanitary Programmes: Use one work package per veterinary/phytosanitary programme and give details. Start with WP2 (WP1 concerns overall project management and coordination).*

In order to ensure implementation of the Programme for the internal market, competitiveness of enterprises, including small and medium-sized enterprises, the area of plants, animals, food and feed, and European statistics (Single Market Programme), the European Commission considered necessary to adopt an annual financing decision, which constitutes the annual work programmes for 2022.

The general objectives of the Programme are the following:

(a) to improve the functioning of the internal market, and especially to protect and empower citizens, consumers and businesses, in particular SMEs, by enforcing Union law, facilitating market access, setting standards and promoting human, animal and plant health and animal welfare, whilst respecting the principles of sustainable development and ensuring a high level of consumer protection, as well as by enhancing cooperation between the competent authorities of Member States and between the competent authorities of Member States and the Commission and the decentralised Union agencies;

(b) to develop, produce and disseminate high-quality, comparable, timely and reliable European statistics which underpin the design, monitoring and evaluation of all Union policies and help citizens, policymakers, authorities, businesses, academia and the media to make informed decisions and to actively participate in the democratic process.

Antimicrobial resistance (AMR) is a growing health problem worldwide that threatens the health systems. In the EU there are rules for assessing the trends and sources of AMR in the Member States and for transmitting the results through annual reports, based on an harmonised monitoring and reporting system of AMR in zoonotic and commensal bacteria (EU Directive 2003/99/EC, regarding monitoring of zoonosis and zoonotic agents and Commission Implementing Decision EU 2020/1729, on the monitoring and reporting of antimicrobial resistance in zoonotic and commensal bacteria and repealing Implementing Decision 2013/652/EU).



Under the Food strand of the Single Market Programme (SMP Food) of the EU (regarding actions contributing to a high level of health for humans, animals and plants along the food chain) the EU has launched an EU action grant in order to contribute to an adequate implementation of EU legal provisions by reimbursing certain costs incurred by Member States for sampling and testing for AMR in food and food-producing animals.

This project covers the Spanish application for EU financing of certain costs (staff, sampling and laboratory testing) incurred by Spain for the monitoring system of AMR in food and farmed animals in 2022, and thus, it is in scope of the call and addresses the general objective of the call. Furthermore, this project will contribute to allow informing in the development and spread of antimicrobial-resistant bacteria and support decision-making on AMR. Therefore it is in line with the EU priorities of the call.

## 1.2 Needs analysis and specific objectives

### Needs analysis and specific objectives

*Describe how the objectives of the project are based on a sound needs analysis in line with the specific objectives of the call. What issue/challenge/gap does the project aim to address?*

*The objectives should be clear, measurable, realistic and achievable within the duration of the project. For each objective, define appropriate indicators for measuring achievement (including a unit of measurement, baseline value and target value).*

*For Veterinary and Phytosanitary Programmes: Use one work package per veterinary/phytosanitary programme and give details. Start with WP2 (WP1 concerns overall project management and coordination).*

The internal market is a cornerstone of the EU that contributes to growth, competitiveness and employment. It should continue benefitting all citizens and businesses in an increasingly global world and in a more green and sustainable economy. It is also necessary to adapt to a rapidly changing environment of digital revolution and globalisation, what constitutes a challenge to regulation, enforcement, consumer protection and safety.

Previously, there were programmes and several budget lines for financing these activities separately. It is now necessary to establish synergies between various actions and provide a more flexible, simplified and agile framework to finance activities aiming to achieve a well-functioning sustainable internal market, avoiding duplication and including new initiatives that improve the functioning of the internal market.

It is therefore appropriate to establish a programme for improving the functioning of the internal market, the competitiveness and sustainability of enterprises, especially SMEs, standardisation, market surveillance and consumer protection, for the area of plants, animals, food and feed, and for European statistics (Single Market Programme) (the 'Programme'). The Programme should be established for a period of seven years to align its duration with that of the multiannual financial framework for the years 2021 to 2027 laid down in Council Regulation (EU, Euratom) 2020/2093.

The general objective of Union law in the area of plants, animals, food and feed is to safeguard a high level of health for humans, animals and plants along the food chain, to support the improvement of the welfare of animals, to contribute to a high level of protection and information for consumers and a high level of protection of the environment, including for the preservation of biodiversity and taking into account situations caused by potential climate change impacts in the Member States, while improving the sustainability of food and feed production and contributing to food security and affordable prices, cutting food waste, increasing the quality standards of products across the Union, and enhancing the competitiveness of the Union food and feed industry and the creation of jobs, including by stimulating research and innovation.

In view of the increasing globalisation of the plant, animal, food and feed area, official controls carried out by the Member States are an essential tool for verifying and monitoring that relevant Union requirements are being implemented, complied with and enforced, including in respect



of imports. The effectiveness and efficiency of official control systems is vital for maintaining a high level of safety along the food chain, as well as consumer confidence, whilst ensuring a high level of protection of the environment and of animal welfare. Union financial support should be made available for such control measures. In particular a financial contribution should be available to European Union reference laboratories in order to help them bear the costs arising from the implementation of work programmes approved by the Commission, and may be available to national plant and animal health reference laboratories, which according to Regulation (EU) 2017/625 of the European Parliament and of the Council are to benefit from adequate financial resources provided by Member States, on condition that it can be clearly shown that the actions carried out represent Union added value and that sufficient funding is available under the Programme to support those actions. Moreover, since the effectiveness of official controls also depends on the availability to the control authorities of well trained staff with an appropriate knowledge of Union law, the Union should be able to contribute to their training and relevant exchange programmes organised by competent authorities.

Anti-microbial resistance is a growing health problem in the Union and worldwide.

The needs analysis shows a high public health relevance of the findings on food-borne AMR in animals and foodstuffs, as the high volume of antibiotics in food-producing animals contributes to the development of antimicrobial-resistant bacteria, particularly in intensive animal production. Antimicrobial-resistant infections in humans can cause longer illnesses, increased frequency of hospitalization, and treatment failures that can result in death. Some types of bacteria have already developed multi-resistance, even the critical antibiotics are not the available to treat these infections. For these reasons, this is a crucial problem we need to face in the coming years and more studies are necessary.

Therefore, it should be possible to co-finance measures to support the fight against antimicrobial resistance under the AMR Programme.

The specific objective of this Programme AMR 2022 is the fight against antimicrobial resistance and the development of sustainable food production and consumption.

The indicators of achievement are based on the monitoring requirements established in Commission Implementing Decision EU 2020/1729 on the monitoring and reporting of antimicrobial resistance in zoonotic and commensal bacteria, regarding the combinations of bacteria and the food and food-producing animal populations covered annually, the sampling framework and the analysis to be done.

#@COM-PLE-CP@#

### 1.3 Complementarity with other actions and innovation — European added value

#### Complementarity with other actions and innovation

*Explain how the project builds on the results of past activities carried out in the field and describe its innovative aspects. Explain how the activities are complementary to other activities carried out by other organisations.*

*Illustrate the European dimension of the activities: trans-national dimension of the project; impact/interest for a number of EU countries; possibility to use the results in other countries, potential to develop mutual trust/cross-border cooperation among EU countries, etc.*

*Which countries will benefit from the project (directly and indirectly)? Where will the activities take place?*

*For Veterinary and Phytosanitary Programmes: Use one work package per veterinary/phytosanitary programme and give details. Start with WP2 (WP1 concerns overall project management and coordination).*

The Programme AMR 2022 of Spain is a continuation of the harmonised monitoring and reporting programme of antimicrobial resistance started on 1 January 2014, based on EU Decision 2013/652, and continued on 1 January 2021, based on EU Decision 2021/1729 that derogates the previous one.

The monitoring requirements according to Decision 2021/1729 include adaptations to the former AMR monitoring and reporting system laid down in Decision 2013/652/EU, in order to respond effectively to the constantly evolving threat of AMR and to ensure continuity in assessing future trends in AMR from 2021.



These recommended adaptations primarily concern adaptations as to the food-producing animal populations or food categories to be sampled, the sampling design to be followed, the bacterial species to be tested for AMR and the analytical methods to be used by laboratories in charge of testing for AMR. However, the data collected in the different periods are comparable and reliable and allow the assessment of the trends and sources of AMR.

Furthermore, the current harmonised monitoring programme is organised to minimise the burden on competent authorities of Member States to the extent possible, notably by addressing known implementation challenges and by focussing AMR monitoring on biological samples or bacterial isolates collected within the framework of existing national control programmes (samples taken under the Salmonella national control programme in poultry are used for this AMR programme for 2022).

Some recent complementary actions taken in Spain to control AMR in food producing animals and food are the following:

- Royal Decree 191/2018, which establishes the electronic transmission of data of veterinary prescriptions of antibiotics for animals producing food for human consumption. The main objective of this RD is to obtain the necessary information to know which antibiotics are prescribed in livestock farms and to adopt the necessary measures on the use of antibiotics in veterinary medicine, if it is necessary.
- The animal production sector has made the commitment to reduce the consumption of antibiotics. In order to get that there were established some voluntary programs. It is especially important the "Agreement for Voluntary Reduction of Colistin Consumption in the Porcine Sector", which aims to:
  - Reduce the consumption of colistin in swine production. The reduction will be established in sections, with the quantitative target of 5 mg / PCU in the maximum period of three years.
  - To control the alternative consumption of antibiotics, avoiding the increase in the consumption of neomycin and / or apramycin as a possible substitution to colistin.

Spain has developed a National Action Plan (PRAN) to prevent and monitor antimicrobial resistance.

Some innovative aspects of the current AMR programme started in 2021, as the possibility of using whole genome sequencing (WGS) as an alternative to the conventional phenotypical techniques on a voluntary basis only, but must follow specific technical conditions on the WGS technique to ensure data comparability.

In addition, considering that AMR is a global threat that can easily spread across borders, in order to improve coordination and gain a deeper understanding of how to help reduce the impact of AMR impact globally, the current AMR monitoring requirements are now extended to food products imported into the Union.

Therefore, the project has an international dimension and is a source of information on the evolution and trends of AMR inside the EU and to other countries outside the EU, giving benefits worldwide.

The activities of this AMR 2022 project will take place in the territory of Spain (peninsula).

#§COM-PL-CP§# #§PRJ-OBJ-PO§# #§REL-EVA-RE§# #@QUA-LIT-QL@# #@CON-MET-CM@#

## 2. QUALITY

### 2.1 Concept and methodology

#### Concept and methodology

*Outline the approach and methodology behind the project. Explain why they are the most suitable for achieving the project's objectives.*

The technical specifications of the project are based on the recommendations of the EFSA scientific report of 5 June 2019, defining the most relevant combinations of bacterial species, food producing



animal species and food products to be included in the harmonised monitoring and reporting of AMR from 2021.

They have a solid scientific base and are adapted to the former AMR monitoring and reporting system as laid down in Implementing Decision 2013/652/EU in order to respond effectively to the constantly evolving threat of AMR and to ensure continuity in assessing future trends in AMR from 2021. Therefore they are the most suitable for achieving the purposes of the Project.

## 2.2 Consortium set-up

### **Consortium cooperation and division of roles (if applicable)** *(n/a for Veterinary and Phytosanitary Programmes, Anti-Microbial Resistance)*

*Describe the participants (Beneficiaries, Affiliated Entities and Associated Partners, if any) and explain how they will work together to implement the project. How will they bring together the necessary expertise? How will they complement each other?*

*In what way does each of the participants contribute to the project? Show that each has a valid role and adequate resources to fulfil that role.*

**Note:** *When building your consortium you should think of organisations that can help you reach objectives and solve problems.*

In Spain there are several entities involved in the implementation of the AMR surveillance programme: regional authorities (responsible for sampling at slaughterhouse), national reference laboratories or regional laboratories (responsible for testing) and other central authorities (public health authority responsible of samples at retail and border inspection post).

The institutions and laboratories involved in antimicrobial resistance monitoring and reporting in Spain are the following:

MAPA, Spanish Ministry of Agriculture, Fish and Food, through the Sub-directorate General for Animal Health, Hygiene and Traceability is the central competent authority for the monitoring and reporting AMR in primary production. The Autonomous Communities are responsible for sampling of ceal samples at the slaughterhouses. MAPA is the coordinator of the programme and acts as the mono-beneficiary of the grant.

AESAN, Spanish Agency of Food Safety and Nutrition, through the Sub-directorate General for Co-ordination of Alerts and Official Control Programmes, is the central competent authority for the monitoring and reporting AMR in food. The Autonomous Communities are responsible for sampling of meat samples at retail level.

MS, Spanish Ministry of Health, through the Sub-directorate for Foreign Health, is the central competent authority for the monitoring and AMR in isolated strains founded in imported food and responsible for the samples obtained from the BCP's.

The Central Veterinary Laboratory (CVL) of MAPA the National Reference Laboratories (NRLs) for AMR in primary production is involved in isolations and antimicrobial susceptibility testing (AST) of relevant isolates.

The National Food Centre (CNA) of AESAN the National Reference Laboratories (NRLs) for AMR in food is involved in antimicrobial susceptibility testing (AST) of relevant isolates.

The Public Health Laboratory (LSP) of the Autonomous Community of Valencia is involved in antimicrobial susceptibility testing of relevant isolated strains of *E.coli* for AMR in food.

The VISAVET Health Surveillance Centre is a centre for research support belonging to the Complutense University of Madrid and is involved in antimicrobial susceptibility testing of relevant isolated strains of *E.coli* and *Salmonella* for AMR in food. It is the designated official laboratory for meat samples collected in the Border Inspection Posts.

The National Centre of Microbiology (CNM) of Charles III Institute (Ministry of Science and Innovation) is involved in antimicrobial susceptibility testing of relevant isolated strains of *Salmonella* and *Campylobacter* from human samples.

According to the consultation made to HaDEA AMR team in April 2022, these entities are not considered affiliated entities for the purpose of this Grant. Therefore, their eligible costs, associated with the

implementation of the AMR programme, are consolidated and included in the cost claim of the beneficiary (Ministerio de Agricultura, Pesca y Alimentación (MAPA) – Sub-directorate General for Animal Health and Hygiene and Traceability).

Thus, the AMR 2022 coordinated control project of Spain is considered as a mono-beneficiary grant. The coordinator of the project (MAPA) will distribute the funds reimbursed by the EU to each of the involved entities.

MAPA has the mandate to act for all these entities, that comply with the conditions for receiving EU funding (eligibility, financial and operational capacity, etc).

### 2.3 Project teams, staff and experts

#### Project teams and staff *(n/a for Veterinary and Phytosanitary Programmes, EURL/EURC, Anti-Microbial Resistance)*

*Describe the project teams and how they will work together to implement the project.*

*List the staff included in the project budget (budget category A) by function/profile (e.g. project manager, senior expert/advisor/researcher, junior expert/advisor/researcher, trainers/teachers, technical personnel, administrative personnel etc. — use the same profiles as in the detailed budget table, if any) (n/a for prefixed Lump Sum Grants) and describe briefly their tasks. Provide CVs of all key actors (if required).*

Name and function	Organisation	Role/tasks/professional profile and expertise
Technical personnel	Regional Animal Health authorities (Autonomous Communities)	Sampling at slaughterhouse level (cecal samples)
Technical personnel and junior experts	Regional Public Health authorities (Autonomous Communities)	Sampling at retail level (meat samples)
Technical personnel and junior experts	Border authorities of Public Health (imported meat samples)	Sampling at border control post level (meat samples)
Technical personnel	Central Veterinary Laboratory of Algete (NRL for primary production: cecal samples)	Antimicrobial susceptibility testing (cecal samples)
Technical personnel, junior experts and project managers	Regional authorised Public Health Laboratory of Valencia	Antimicrobial susceptibility testing (meat samples)
Technical personnel, experts and managers	National Food Centre (CNA) of AESAN (NRL for AMR in food)	Antimicrobial susceptibility testing (meat samples)



Technical personnel, experts and managers	VISAVET Health Surveillance Centre	Antimicrobial susceptibility testing (imported meat samples)
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**Outside resources (subcontracting, seconded staff, etc)** *(n/a for Veterinary and Phytosanitary Programmes, EURL/EURC, Anti-Microbial Resistance)*

*If you do not have all skills/resources in-house, describe how you intend to get them (contributions of members, partner organisations, subcontracting, etc).*

*If there is subcontracting, please also complete the table in section 4.*

There are some natural persons and seconded staff in the Central Veterinary Laboratory of Algete that works on the activities related to the AMR programme.

## 2.4 Consortium management and decision-making

**Consortium management and decision-making (if applicable)** *(n/a for Veterinary and Phytosanitary Programmes, Anti-Microbial Resistance)*

*Explain the management structures and decision-making mechanisms within the consortium. Describe how decisions will be taken and how regular and effective communication will be ensured. Describe methods to ensure planning and control.*

**Note:** *The concept (including organisational structure and decision-making mechanisms) must be adapted to the complexity and scale of the project.*

Not applicable (There is not a consortium).

#§CON-SOR-CS§# #@PRJ-MGT-PM@#

## 2.5 Project management, quality assurance and monitoring and evaluation strategy

**Project management, quality assurance and monitoring and evaluation strategy**

*Describe the measures planned to ensure that the project implementation is of high quality and completed in time.*

*Describe the methods to ensure good quality, monitoring, planning and control.*

*Describe the evaluation methods and indicators (quantitative and qualitative) to monitor and verify the outreach and coverage of the activities and results (including unit of measurement, baseline and target values). The indicators proposed to measure progress should be relevant, realistic and measurable.*

Central authorities (MAPA, AESAN and MS), in collaboration with the laboratories, are responsible for the coordination and the implementation of the AMR monitoring and reporting of results of each of the categories of the project (cecal samples, retail meat samples and border meat samples).

National surveillance monitoring programmes on the specific samples are designed by the central authorities to ensure the implementation of the activities according to EU Decision 2020/1729. The national programmes describe the specific organisation of the stratified proportionate sampling (regional distribution and number of samples to take according to the slaughterhouses processing, to the national meat production and to the technical specifications for sampling frequency of imported meat). Furthermore, the prevalence of each of the bacteria detected on each of the food-producing animals is considered in order to establish the minimum sample size for achieving the minimum number of isolates required in EU Decision 2020/1729). MAPA also organises the service of transport of cecal samples from the slaughterhouses to the NRL.

A continuous evaluation of the implementation of the programme is planned, through an intensive collaboration and coordination between MAPA and the AACC and the NRL for the surveillance of the planning of the sampling, its implementation, quality of the samples received, reach of the objectives, registration of the results in the national database, validation and analysis of the results obtained, IT challenges and submission of the results to EFSA, etc, that are considered as indicators of the progress



(quantitative and qualitative) and an indicator of the technical quality of the project, allowing detection of shortcomings, needs and problems, and assuring the proposal of solutions.

The specific indicators for measure the coverage of the project are the technical specifications established on EU Decision 2020/1729.

Costs are covered by public budget and are sufficient for the proper implementation of the programme.

At the end of the programme, all data are collected, analysed and validated before the submission and reporting to EC and EFSA. Spain uses an informatics application developed by the Ministry of Agriculture, Fisheries and Food, where the NRL introduces the data of animals, which are sent to the mentioned Ministry and finally the results are sent to EFSA through the Data Collection Framework. The results of data on food are reported using the Excel tool provided by EFSA.

#\$PRJ-MGT-PM\$# #@\$FIN-MGT-FM@\$#

## 2.6 Cost effectiveness and financial management

### Cost effectiveness and financial management *(n/a for prefixed Lump Sum Grants)*

*Describe the measures adopted to ensure that the proposed results and objectives will be achieved in the most cost-effective way.*

*Indicate the arrangements adopted for the financial management of the project and, in particular, how the financial resources will be allocated and managed within the consortium.*

**⚠** *Do NOT compare and justify the costs of each work package, but summarize briefly why your budget is cost effective.*

All measures of the AMR monitoring programme are organised to minimise the burden on competent authorities to the extent possible, notably by addressing known implementation challenges and by focussing AMR monitoring on biological samples or bacterial isolates collected within the framework of existing national control programmes.

The technical objectives will be achieved in balance with the most cost-effective way for each of the activities. Samples taken at primary production level under the Salmonella national control programme in poultry are used for this AMR programme for 2022. All the strains coming from the official control in the frame of Salmonella National Control Programmes (SNCP) are gathered by the NRL who selects for antimicrobial testing no more than one isolate per salmonella serovar from the same epidemiological unit. After that, in order to reach 170 isolates for each population, a number of strains coming from business operators in the frame of SNCP are selected and requested by the NRL if needed. The selection is made by using an informatics application developed by MAPA and taking into account the even distribution of the strains.

For the rest of the bacteria and food-producing animals, a national monitoring programme is designed for assuring a proportionally distributed sampling, according to the volume of production of each slaughterhouse processing at least 60%, starting with the slaughterhouses of largest throughput. Sampling is distributed monthly and the day of sampling is selected randomly.

The AACC shall send the planning of samplings to the NRL, who will organise the tasks, reagents, personnel, etc. for each week.

Regarding food samples, a national control programme is established (mandatory for the regional authorities and voluntary for food-business operators). Samples are taken randomly at retail in a selected number of Autonomous Communities according to an established schedule and technical procedure.

Regarding imported meat, samples are taken randomly at BCP's according to an established frequency and technical procedure

Most sampling staff and lab personnel responsible for testing are public employees.

Data collection is done through a national database (mainly cecal samples) and through the Excel tool provided by EFSA (for meat samples and specific results of cecal samples).

#\$FIN-MGT-FM\$# #@\$RSK-MGT-RM@\$#

## 2.7 Risk management





<b>Critical risks and risk management strategy</b>			
<p>Describe critical risks, uncertainties or difficulties related to the implementation of your project, and your measures/strategy for addressing them.</p> <p>Indicate for each risk (in the description) the impact and the likelihood that the risk will materialise (high, medium, low), even after taking into account the mitigating measures.</p> <p><b>Note:</b> Uncertainties and unexpected events occur in all organisations, even if very well-run. The risk analysis will help you to predict issues that could delay or hinder project activities. A good risk management strategy is essential for good project management.</p>			
Risk No	Description	Work package No	Proposed risk-mitigation measures
1	<p>Not appropriate sampling framework (insufficient number of samples, samples of low quality, not randomised sampling of cecal samples, repetitive epidemiological units, not guarantee of EFSA technical specifications, not stratified samples of samples of fresh meat, not even distribution over the year, pooled samples, etc).</p> <p>Probability: medium</p>	WP 1: AMR 2022-ES	Adequate sampling design, continuous surveillance and evaluation of the implementing activities, intensive collaboration and coordination between central authorities, regional authorities, border control posts and the correspondants laboratories.
2	<p>Not appropriate antimicrobial susceptibility testing AST (insufficient number of isolates to submit to AST, not guarantees of only one isolate per bacterial species/ Salmonella serovar from the same epidemiological unit, inadequate analytical method for detection and AST, inadequate interpretation of results through cut-off-values and concentration ranges, inadequate panel of antibiotics, detection methods not according to the EURLs protocols, not appropriate quality controls, stoprage and confirmatory testing, etc)</p> <p>Probability: low</p>	WP 1: AMR 2022-ES	Expertise and training of the laboratory staff, continuous surveillance of the implementation and results, coordination with central authorities, proficiency testing, revision of quality systems.
3	<p>Problems with reporting to EFSA (technical inconsistencies of the results, IT problems with EFSA database, follow-ups validations of EFSA, etc)</p> <p>Probability: medium-high</p>	WP 1: AMR 2022-ES	Intensive coordination between central authorities-EFSA-NRL

#§RSK-MGT-RM§# #§QUA-LIT-QL§# #@IMP-ACT-IA@#

### 3. IMPACT

#### 3.1 Impact and ambition

**Impact and ambition**

*Define the short, medium and long-term effects of the project.*

*Who are the target groups? How will the target groups benefit concretely from the project and what would change for them?*

*Does the project aim to trigger change/innovation? If so, describe them and the degree of ambition (progress beyond the status quo).*

Short-term effects of the project: monitoring and reporting of AMR in food and farmed animals in 2022 according to harmonised EU requirements established in EU Decision 2020/1729.

Medium-term effects: assuring the adequate implementation of the EU legal provisions through the EU reimbursement of certain costs incurred by Spain for sampling and testing for AMR in food and food-producing animals.

Long-term effects: this project will contribute to allow informing in the development and spread of antimicrobial-resistant bacteria and support decision-making on AMR.

Target groups: animals, humans and the environment will benefit from the project through actions contributing to a high level of health for humans, animals and plants along the food chain).

**Impact on non-EU countries**

*For calls open to non-EU countries, please specify which country(ies) benefit from the project. Why is the project important for those country(ies)? How does it improve the situation the country(ies)?*

The project has an international dimension and is a source of information on the evolution and trends of AMR inside the EU and to other countries outside the EU, giving benefits worldwide.

#SIMP-ACT-IA\$# #@COM-DIS-VIS-CDV@#

**3.2 Communication, dissemination and visibility****Communication, dissemination and visibility of funding**

*Describe the communication and dissemination activities which are planned in order to promote the activities/results and maximise the impact (to whom, which format, how many, etc.). Clarify how you will reach the target groups, relevant stakeholders, policymakers and the general public and explain the choice of the dissemination channels.*

*Describe how the visibility of EU funding will be ensured.*

The project actions will be promoted and the results will be informed to the AACC (official veterinary services, policy-makers), to the animal and food sector, to the private veterinary services, and to any other private organisation interested on it (i.e. universities, international agencies, etc), through training courses, seminars or conferences.

Furthermore, a working group represented by animal and human health authorities is planned for the publication of the IACRA report (report of the Analysis of consume and of the resistance of antimicrobials in Spain).

All public presentations in seminars or conferences or other communication activities will display the European flag (emblem) and funding statement “funded by the European Union”.

#COM-DIS-VIS-CDV\$# #@SUS-CON-SC@#

**3.3 Sustainability and continuation**



**Sustainability, long-term impact and continuation** *(n/a for Veterinary and Phytosanitary Programmes, EURL/EURC, Anti-Microbial Resistance)*

*Describe the follow-up of the project after the EU funding ends. How will the project impact be ensured and sustained? What will need to be done? Which parts of the project should be continued or maintained? How will this be achieved? Which resources will be necessary to continue the project? How will the results be used?*

After receiving the EU funds, the coordinator of the project (MAPA) will distribute the funds to each of the involved entities, according to the costs incurred by them.

The continuation of the activities of the monitoring programme are mandatory until 2027, as laid down in EU Decision 2020/1729, therefore the implementation of the project will continue annually, with a new design of the national monitoring programme adapted to the EU requirements, after the evaluation of the epidemiological situation and a needs analysis.

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#@WRK-PLA-WP@#

#### 4. WORKPLAN, WORK PACKAGES, ACTIVITIES, RESOURCES AND TIMING

##### 4.1 Work plan

Work plan									
Provide a brief description of the overall structure of the work plan (list of work packages or graphical presentation (Pert chart or similar)).									
Work plan in the framework of the Single Market Programme. AMR work programme.									
The specific working programme is SMP-FOOD-2022-AMR-AG-IBA, coordinated control plan for antimicrobial resistance (AMR) monitoring in commensal and zoonotic agents on samples of food and food-producing animals.									
TYPE OF INTERVENTION -->	(A) Sampling at slaughterhouse level (caecal samples)	(B) Sampling at retail level (meat samples)	(C) Sampling at border control post level (meat samples)	(D) Isolation of Salmonella spp from meat samples taken at border control post level	(E) Serotyping of Salmonella	(F) Isolation and speciation of <i>Campylobacter</i> from caecal samples (1)	(G) Isolation of commensal <i>E. coli</i> from caecal samples from meat samples	(H) Isolation presumptive ESBL/AmpC producing <i>E. coli</i> from caecal and meat samples (2)	(I) Verification, identification and storage of isolates of ESBL/AmpC producing <i>E. coli</i> from caecal and meat samples (3)
Estimated number of samples/tests/other interventions carried out for <b>BROILERS</b> in 2022 in accordance with Commission	550	335	50	50	100	550	600	935	458



TYPE OF INTERVENTION -->	(J) Isolation presumptive CP producing E.coli from caecal and meat samples (4)	(K) Verification, identification and storage of isolates of CP producing E.coli from caecal and meat samples (5)	(L) AST first panel (table 2 of CID 2020/1729) of Salmonella spp and E.coli (6)	(M) AST second panel (table 5 of CID 2020/1729) of Salmonella spp and E.coli resistant to cefotaxime or ceftazidime or meropenem (7)	(N) AST of Campylobacter coli/jejuni (table 3 of CID 2020/1729)	(O) WGS on presumptive ESBL/AmpC /CP E.coli (8)	(P) WGS on Salmonella spp and E.coli resistant to cefotaxime or ceftazidime or meropenem (9)	(Q) Storage of resistant isolates for five years (10)
Estimated number of samples/tests/other interventions carried out for <b>BROILERS</b> in 2022 in accordance with Commission Implementing Decision 2020/1729	935	50	824	504	240	0	0	227
Estimated number of samples/tests/other interventions carried out for <b>TURKEYS</b> in 2022 in accordance with Commission	719	2	839	519	340	0	0	111

<b>Implementing Decision 2020/1729</b>  <b>Maximum eligible costs (ceiling) per single intervention in EUR</b>  <b>Maximum total eligible costs per type of intervention (=estimated numbers x ceiling) in EUR</b>	17,00 €	37,00 €	30,00 €	35,00 €	30,00 €	120,00 €	120,00 €	120,00 €	40,00 €	
	28.118,00 €	1.924,00 €	49.890,00 €	35.805,00 €	17.400,00 €	0,00 €	0,00 €	13.520,00 €	330.352,00 €	

**4.2 Work packages, activities, resources and timing**

**WORK PACKAGES**

**Work packages**  
 This section concerns a detailed description of the project activities.  
 Group your activities into work packages. **A work package means a major sub-division of the project.** For each work package, enter an objective (expected outcome) and list the activities, milestones and deliverables that belong to it. The grouping should be logical and guided by identifiable outputs.  
 Projects should normally have a minimum of 2 work packages. WP1 should cover the management and coordination activities (meetings, coordination, project monitoring and evaluation, financial management, progress reports, etc) and all the activities which are cross-cutting and therefore difficult to assign to another specific work package (do not try splitting these activities across different work packages). WP2 and further WPs should be used for the other project activities. You can create as many work packages as needed by copying WP1.  
 For very simple projects, it is possible to use a single work package for the entire project (WP1 with the project acronym as WP name).  
 Work packages covering financial support to third parties (⚠ only allowed if authorised in the Call document) must describe the conditions for implementing the support (for grants: max amounts per third party; criteria for calculating the exact amounts, types of activity that qualify (closed list), persons/categories of persons to be supported and criteria and procedures for giving support; for

prizes: eligibility and award criteria, amount of the prize and payment arrangements).

 Enter each activity/milestone/output/outcome/deliverable only once (under one work package).

 Ensure consistency with the detailed budget table/calculator (if applicable). (n/a for prefixed Lump Sum Grants)

## Objectives

List the specific objectives to which the work package is linked.

## Activities and division of work (WP description)

Provide a concise overview of the work (planned tasks). Be specific and give a short name and number for each task.

Show who is participating in each task: Coordinator (COO), Beneficiaries (BEN), Affiliated Entities (AE), Associated Partners (AP), indicating **in bold** the task leader.

Add information on other participants' involvement in the project e.g. subcontractors, in-kind contributions.

### Note:

*In-kind contributions: In-kind contributions for free are cost-neutral, i.e. cannot be declared as cost. Please indicate the in-kind contributions that are provided in the context of the work package.*

*The Coordinator remains fully responsible for the coordination tasks, even if they are delegated to someone else. Coordinator tasks cannot be subcontracted.*

*If there is subcontracting, please also complete the table below.*

## Milestones and deliverables (outputs/outcomes)

**Milestones** are control points in the project that help to chart progress. They are not needed for SMP FOOD projects. You can leave the section on milestones empty.


**Deliverables** are project outputs which are submitted to show project progress (any format). Refer only to major outputs. Do not include minor sub-items, internal working papers, meeting minutes, etc. Limit the number of deliverables to max 10-15 for the entire project. You may be asked to further reduce the number during grant preparation.

For deliverables such as meetings, events, seminars, trainings, workshops, webinars, conferences, etc., enter each deliverable separately and provide the following in the 'Description' field: invitation, agenda, signed presence list, target group, number of estimated participants, duration of the event, report of the event, training material package, presentations, evaluation report, feedback questionnaire.

For deliverables such as manuals, toolkits, guides, reports, leaflets, brochures, training materials etc., add in the 'Description' field: format (electronic or printed), language(s), approximate number of pages and estimated number of copies of publications (if any).

For each deliverable you will have to indicate a due month by when you commit to upload it in the Portal. The due month of the deliverable cannot be outside the duration of the work package and must be in line with the timeline provided below. Month 1 marks the start of the project and all deadlines should be related to this starting date.

The labels used mean:

Public — fully open (  automatically posted online on the Project Results platforms)

Sensitive — limited under the conditions of the Grant Agreement

EU classified — RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision [2015/444](#). For items classified under other rules (e.g. national or international organisation), please select the equivalent EU classification level.





### Work Package 1

Work Package 1: AMR 2022-ES (AMR monitoring on food and food-producing animals in 2022)					
Duration:		Lead Beneficiary:		MAPA (coordinator, COO)	
1 January 2022 – 28 February 2023					
Objectives					
<ul style="list-style-type: none"> <li>Perform monitoring of antimicrobial resistance (AMR) in commensal and zoonotic agents in food and food-producing animals in accordance with Commission Implementing Decision (EU) 2020/1729</li> </ul>					
Activities and division of work (WP description)					
Task No (continuous numbering linked to WP)	Task Name	Description	Participants		In-kind Contributions and Subcontracting (Yes/No and which)
			Name	Role (COO, BEN, AE, AP, OTHER)	
T1.1	Sampling at slaughterhouse level (cecal samples)	The activity of taking samples representative of the AMR situation at primary production level, that are collected from animals sent to slaughterhouses (cecal samples).	Regional Animal Health authorities (Autonomous Communities)	Other involved entities	No
T1.2	Sampling at retail level (meat samples)	The activity of taking samples representative of the AMR situation at food level, that are collected at retail level, mainly supermarkets (fresh meat samples).	Regional Public Health authorities (Autonomous Communities)	Other involved entities	No
T1.3	Sampling at border control post level (meat samples)	The activity of taking samples representative of the AMR situation on imported meat, that are collected in the border inspection posts (fresh meat samples).	Border authorities of Public Health (imported meat samples)	Other involved entities	No

T1.4	Analysis of the cecal samples	The activities of isolation of bacteria on cecal samples, serotyping (Salmonella), verification, identification and storage, antimicrobial susceptibility testing (first and second panel), WGS, storage of resistant isolates.	Central Veterinary Laboratory of Algete (NRL for primary	Other involved entities	No		
T1.5	Analysis of the meat samples	The activities of isolation of bacteria on meat samples, serotyping (Salmonella), verification, identification and storage, antimicrobial susceptibility testing (first and second panel), WGS, storage of resistant isolates.	National Food Centre (CNA) of AESAN (NRL for AMR in food)	Other involved entities	No		
T1.6	Analysis of the meat samples	The activities of isolation of bacteria on meat samples, serotyping (Salmonella), verification, identification and storage, antimicrobial susceptibility testing (first and second panel), WGS, storage of resistant isolates.	Regional authorised Public Health Laboratory of Valencia	Other involved entities	No		
T1.7	Analysis of the imported meat samples	The activities of isolation of bacteria on imported meat samples, serotyping (Salmonella), verification, identification and storage, antimicrobial susceptibility testing (first and second panel), WGS, storage of resistant isolates.	VISAVET Health Surveillance Centre	Other involved entities	No		
<b>Milestones and deliverables (outputs/outcomes)</b>							
Milestone No (continuous numbering not linked to WP)	Milestone Name	Work Package No	Lead Beneficiary	Description	Due Date (month number)	Means of Verification	
n/a	n/a	n/a	n/a	n/a	n/a	n/a	
n/a	n/a	n/a1	n/a	n/a	n/a	n/a	
Deliverable No (continuous numbering linked to WP)	Deliverable Name	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month number)	Description (including format and language)



D1.1	Financial report	1	MAPA (COO)	R — Document, report	[PU — Public]	Month 16 (60 days after end of the reporting period)	<p>Application for the EU reimbursement of costs incurred in the AMR programme 2022.</p> <p>The report shall inform on the activities conducted by the national competent authorities to ensure adequate implementation of the harmonised monitoring and reporting of AMR in food and farmed animals in 2022.</p> <p>Delivery of the financial report at the end of the action with detailed information on costs associated to sampling and analytical execution.</p> <p>It will include detailed costs associated to staff (sampling and analytical performance), consumables (sampling and analytical performance) and indirect costs (flat-rate of 7%).</p>
D1.2	Technical report	1	MAPA (COO)	R — Document, report	[PU — Public]	Month 16 (60 days after end of the reporting period)	<p>Application for the EU reimbursement of costs incurred in the AMR programme 2022.</p> <p>This report shall inform on the activities conducted by the national competent</p>

D1.3	Annual reporting of AMR data to EFSA (under the framework of Directive 2003/99/EC and Decision 2020/1729/EU)	1	MAPA (COO) AESAN MS	[R — Document, report]	[PU — Public]	Month 17 (the data base of EFSA Data Collection Framework is open until 31 May 2023)	authorities to ensure adequate implementation of the harmonised monitoring and reporting of AMR in food and farmed animals in 2022. Delivery of the technical report at the end of the action with justifications for each discrepancy between the number of estimated samples/ tests and the number of samples/ tests performed.	Reporting of the results (technical data) of antimicrobial resistance on food and food-producing animals
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**Estimated budget — Resources** *(n/a for prefixed Lump Sum Grants)*

See detailed budget table/calculator (annex 1 to Part B).

**Work Package ...**

To insert work packages, copy WP1 as many times as necessary.

**Subcontracting** *(n/a for prefixed Lump Sum Grants)*

<b>Subcontracting</b>						
<p>Give details on subcontracted project tasks (if any) and explain the reasons why (as opposed to direct implementation by the Beneficiaries/Affiliated Entities).                      Subcontracting — Subcontracting means the implementation of ‘action tasks’, i.e. specific tasks which are part of the EU grant and are described in Annex 1 of the Grant Agreement.  <b>Note:</b> Subcontracting concerns the outsourcing of a part of the project to a party outside the consortium. It is not simply about purchasing goods or services. We normally expect that the participants have sufficient operational capacity to implement the project activities themselves. Subcontracting should therefore be exceptional.                      Include only subcontracts that comply with the rules (i.e. best value for money and no conflict of interest; no subcontracting of coordinator tasks).</p>						
Work Package No	Subcontract No (continuous numbering linked to WP)	Subcontract Name (subcontracted action tasks)	Description (including task number and BEN/AE to which it is linked)	Estimated Costs (EUR)	Justification (why is subcontracting necessary?)	Best-Value-for-Money (how do you intend to ensure it?)
	S1.1					
	S1.2					
Other issues:			Insert text			
<p>If subcontracting for the project goes beyond 30% of the total eligible costs, give specific reasons.</p>						

Timetable

<b>Timetable (projects up to 2 years)</b>																									
<p>Fill in cells in beige to show the duration of activities. Repeat lines/columns as necessary.  <b>Note:</b> Use the project month numbers instead of calendar months. Month 1 marks always the start of the project. In the timeline you should indicate the timing of each activity per WP.</p>																									
ACTIVITY	MONTHS																								
	M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	M 9	M 10	M 11	M 12	M 13	M 14	M 15	M 16	M 17	M 18	M 19	M 20	M 21	M 22	M 23	M 24	
Task 1.1 - Sampling at slaughterhouse level (cecal samples)																									





#@ETH-ICS-EI@#

## 5. OTHER

### 5.1 Ethics

<b>Ethics</b>
Not applicable.

#\$ETH-ICS-EI\$# #@SEC-URI-SU@#


### 5.2 Security

<b>Security</b>
Not applicable.

#\$SEC-URI-SU\$# #@DEC-LAR-DL@#

## 6. DECLARATIONS

Higher funding rate (if applicable)	YES/NO
Do you fulfil the conditions set out in the Call document for a higher funding rate? If YES, explain and provide details.	YES
The costs will be reimbursed at the funding rate fixed in the Grant Agreement (50% of the eligible costs) for all Member States, except for Member States whose gross national income per inhabitant based on the latest Eurostat data is less than 90% of the Union average where the EU co-financing rate shall be 75% of the eligible costs in accordance with article 12(5)(a) of the Single Market Programme Regulation.	

Double funding	
<b>Information concerning other EU grants for this project</b>  Please note that there is a strict prohibition of double funding from the EU budget (except under EU Synergies actions).	YES/NO
We confirm that to our best knowledge neither the project as a whole nor any parts of it have benefitted from any other EU grant (including EU funding managed by authorities in EU Member States or other funding bodies, e.g. EU Regional Funds, EU Agricultural Funds, etc). If NO, explain and provide details.	YES
We confirm that to our best knowledge neither the project as a whole nor any parts of it are (nor will be) submitted for any other EU grant (including EU funding managed by authorities in EU Member States or other funding bodies, e.g. EU Regional Funds, EU Agricultural Funds, etc). If NO, explain and provide details.	YES

Financial support to third parties (if applicable)
If in your project the maximum amount per third party will be more than the threshold amount set in the Call document, justify and explain why the higher amount is necessary in order to fulfil your project's objectives.



Insert text

#§DEC-LAR-DL§#





## ANNEXES

### LIST OF ANNEXES

#### *Standard*

Detailed budget table/Calculator (annex 1 to Part B) — *mandatory (n/a for prefixed Lump Sum Grants)*

CVs (annex 2 to Part B) — mandatory, if required in the Call document

Annual activity reports (annex 3 to Part B) — *mandatory, if required in the Call document*

List of previous projects (annex 4 to Part B) — mandatory, if required in the Call document

#### Special

Other annexes (annex X to Part B) — mandatory, if required in the Call document

- *MODEL for the DETAILED FINANCIAL STATEMENT (AMR 2022)*

- *MODEL for the TECHNICAL REPORT (AMR 2022)*

**MODEL for the DETAILED FINANCIAL STATEMENT (AMR 2022)**

If any, exchange rate applied ...			
<b>SAMPLING COSTS (total effective eligible costs)</b>			
<i>(A) Sampling at slaughterhouse level (caecal samples)</i>			
Staff category	Number of working hours	Rate (EUR per hour)	Total (EUR)
...			
...			
Consumables (description)	Quantity	Unit cost (EUR)	Total (EUR)
...			
...			
		<b>Total (EUR) (overheads non included)</b>	
TOTAL Nr of samples: (BROILERS and TURKEYS)		<b>Unit cost per sample (EUR) (overheads non included)</b>	
BROILERS - Nr of samples:			
TURKEYS - Nr of samples:			
		<b>Total (EUR) (overheads included)</b>	

<i>(B) Sampling at retail level (meat samples)</i>			
Staff category	Number of working hours	Rate (EUR per hour)	Total (EUR)
...			
...			
Consumables (description)	Quantity	Unit cost (EUR)	Total (EUR)
...			
...			
		<b>Total (EUR) (overheads non included)</b>	
TOTAL Nr of samples: (BROILERS and TURKEYS)		<b>Unit cost per sample (EUR) (overheads non included)</b>	
BROILERS - Nr of samples:			
TURKEYS - Nr of samples:			
		<b>Total (EUR) (overheads included)</b>	

<i>(C) Sampling at border control post level (meat samples)</i>			
Staff category	Number of working hours	Rate (EUR per hour)	Total (EUR)
...			
...			
Consumables (description)	Quantity	Unit cost (EUR)	Total (EUR)
...			
...			
		<b>Total (EUR) (overheads non included)</b>	
TOTAL Nr of samples: (BROILERS and TURKEYS)		<b>Unit cost per sample (EUR) (overheads non included)</b>	
BROILERS - Nr of samples:			
TURKEYS - Nr of samples:			
		<b>Total (EUR) (overheads included)</b>	

<b>LABORATORY COSTS (total effective eligible costs)</b>			
<i>D) Isolation of Salmonella spp from meat samples taken at border control post level</i>			
Staff category	Number of working hours	Rate (EUR per hour)	Total (EUR)
...			
...			
Consumables (description)	Quantity	Unit cost (EUR)	Total (EUR)
...			
...			
		<b>Total (EUR) (overheads non included)</b>	

TOTAL Nr of samples: (BROILERS and TURKEYS)	Unit cost per sample (EUR) (overheads non included)	
BROILERS - Nr of samples:		
TURKEYS - Nr of samples:		
	<b>Total (EUR) (overheads included)</b>	

<i>(E) Serotyping of Salmonella</i>			
Staff category	Number of working hours	Rate (EUR per hour)	Total (EUR)
...			
...			
...			
Consumables (description)	Quantity	Unit cost (EUR)	Total (EUR)
...			
...			
...			
		<b>Total (EUR) (overheads non included)</b>	
TOTAL Nr of samples: (BROILERS and TURKEYS)		<b>Unit cost per sample (EUR) (overheads non included)</b>	
BROILERS - Nr of samples:			
TURKEYS - Nr of samples:			
		<b>Total (EUR) (overheads included)</b>	

<i>(F) Isolation and speciation of Campylobacter from caecal samples among C. coli and C. jejuni</i>			
Staff category	Number of working hours	Rate (EUR per hour)	Total (EUR)
...			
...			
...			
Consumables (description)	Quantity	Unit cost (EUR)	Total (EUR)
...			
...			
...			
		<b>Total (EUR) (overheads non included)</b>	
TOTAL Nr of samples: (BROILERS and TURKEYS)		<b>Unit cost per sample (EUR) (overheads non included)</b>	
BROILERS - Nr of samples:			
TURKEYS - Nr of samples:			
		<b>Total (EUR) (overheads included)</b>	

<i>(G) Isolation of commensal E. coli from caecal samples and from meat samples</i>			
Staff category	Number of working hours	Rate (EUR per hour)	Total (EUR)
...			
...			
...			
Consumables (description)	Quantity	Unit cost (EUR)	Total (EUR)
...			
...			
...			
		<b>Total (EUR) (overheads non included)</b>	
TOTAL Nr of samples: (BROILERS and TURKEYS)		<b>Unit cost per sample (EUR) (overheads non included)</b>	
BROILERS - Nr of tests (caecal samples):			
BROILERS - Nr of tests (meat samples):			
TURKEYS - Nr of tests (caecal samples):			
TURKEYS - Nr of tests (meat samples):			
		<b>Total (EUR) (overheads included)</b>	

<i>(H) Isolation presumptive ESBL/AmpC producing E.coli from caecal and meat samples according to the EURL for antimicrobial resistance protocol (steps 1.4 to 1.6)</i>			
Staff category	Number of working hours	Rate (EUR per hour)	Total (EUR)
...			
...			
...			
Consumables (description)	Quantity	Unit cost (EUR)	Total (EUR)
...			
...			
...			



		<b>Total (EUR)</b> <b>(overheads non included)</b>	
<b>TOTAL Nr of samples:</b> <b>(BROILERS and TURKEYS)</b>		<b>Unit cost per sample (EUR)</b> <b>(overheads non included)</b>	
BROILERS - Nr of tests (caecal samples):			
BROILERS - Nr of tests (meat samples):			
TURKEYS - Nr of tests (caecal samples):			
TURKEYS - Nr of tests (meat samples):			
		<b>Total (EUR)</b> <b>(overheads included)</b>	

<i>(I) Verification, identification and storage of isolates of ESBL/AmpC producing E.coli from caecal and meat samples according to the EURL for antimicrobial resistance protocol (steps 1.7 to 1.8)</i>			
Staff category	Number of working hours	Rate (EUR per hour)	Total (EUR)
...			
...			
...			
Consumables (description)	Quantity	Unit cost (EUR)	Total (EUR)
...			
...			
...			
		<b>Total (EUR)</b> <b>(overheads non included)</b>	
<b>TOTAL Nr of samples:</b> <b>(BROILERS and TURKEYS)</b>		<b>Unit cost per sample (EUR)</b> <b>(overheads non included)</b>	
BROILERS - Nr of tests (caecal samples):			
BROILERS - Nr of tests (meat samples):			
TURKEYS - Nr of tests (caecal samples):			
TURKEYS - Nr of tests (meat samples):			
		<b>Total (EUR)</b> <b>(overheads included)</b>	

<i>(J) Isolation presumptive carbapenemase-producing E.coli from caecal and meat samples according to the EURL for antimicrobial resistance protocol (steps 3.1 and 3.2)</i>			
Staff category	Number of working hours	Rate (EUR per hour)	Total (EUR)
...			
...			
...			
Consumables (description)	Quantity	Unit cost (EUR)	Total (EUR)
...			
...			
...			
		<b>Total (EUR)</b> <b>(overheads non included)</b>	
<b>TOTAL Nr of samples:</b> <b>(BROILERS and TURKEYS)</b>		<b>Unit cost per sample (EUR)</b> <b>(overheads non included)</b>	
BROILERS - Nr of tests (caecal samples):			
BROILERS - Nr of tests (meat samples):			
TURKEYS - Nr of tests (caecal samples):			
TURKEYS - Nr of tests (meat samples):			
		<b>Total (EUR)</b> <b>(overheads included)</b>	

<i>(K) Verification, identification and storage of isolates of carbapenemase-producing E. coli from caecal and meat samples according to the EURL for antimicrobial resistance protocol (steps 3.3 to 3.4)</i>			
Staff category	Number of working hours	Rate (EUR per hour)	Total (EUR)
...			
...			
...			
Consumables (description)	Quantity	Unit cost (EUR)	Total (EUR)
...			
...			
...			
		<b>Total (EUR)</b> <b>(overheads non included)</b>	
<b>TOTAL Nr of samples:</b> <b>(BROILERS and TURKEYS)</b>		<b>Unit cost per sample (EUR)</b> <b>(overheads non included)</b>	
BROILERS - Nr of tests (caecal samples):			
BROILERS - Nr of tests (meat samples):			
TURKEYS - Nr of tests (caecal samples):			
TURKEYS - Nr of tests (meat samples):			
		<b>Total (EUR)</b> <b>(overheads included)</b>	

<i>(L) Antimicrobial susceptibility testing (AST) first panel (table 2 of CID 2020/1729) of Salmonella spp and E.coli</i>			
<i>[AST performed for isolates of Salmonella spp, commensal E.coli, presumptive ESBL/AmpC producing E.coli and presumptive CP producing E.coli]</i>			
Staff category	Number of working hours	Rate (EUR per hour)	Total (EUR)
...			
...			
...			

Consumables (description)	Quantity	Unit cost (EUR)	Total (EUR)
...			
...			
...			
...			
		<b>Total (EUR) (overheads non included)</b>	
TOTAL Nr of samples: (BROILERS and TURKEYS)		<b>Unit cost per sample (EUR) (overheads non included)</b>	
BROILERS - Nr of tests:			
TURKEYS - Nr of tests:			
		<b>Total (EUR) (overheads included)</b>	

*(M) Antimicrobial susceptibility testing (AST) second panel (table 5 of CID 2020/1729) of Salmonella spp and E.coli resistant to cefotaxime or ceftazidime or meropenem*  
*[AST performed for isolates of Salmonella spp, commensal E.coli, presumptive ESBL/AmpC producing E.coli and presumptive CP producing E.coli showing resistance to the first panel]*

Staff category	Number of working hours	Rate (EUR per hour)	Total (EUR)
...			
...			
...			
Consumables (description)	Quantity	Unit cost (EUR)	Total (EUR)
...			
...			
...			
		<b>Total (EUR) (overheads non included)</b>	
TOTAL Nr of samples: (BROILERS and TURKEYS)		<b>Unit cost per sample (EUR) (overheads non included)</b>	
BROILERS - Nr of tests:			
TURKEYS - Nr of tests:			
		<b>Total (EUR) (overheads included)</b>	

*(N) Antimicrobial susceptibility testing (AST) of Campylobacter coli/jejuni (table 3 of CID 2020/1729)*

Staff category	Number of working hours	Rate (EUR per hour)	Total (EUR)
...			
...			
...			
Consumables (description)	Quantity	Unit cost (EUR)	Total (EUR)
...			
...			
...			
		<b>Total (EUR) (overheads non included)</b>	
TOTAL Nr of samples: (BROILERS and TURKEYS)		<b>Unit cost per sample (EUR) (overheads non included)</b>	
BROILERS - Nr of tests:			
TURKEYS - Nr of tests:			
		<b>Total (EUR) (overheads included)</b>	

*(O) WGS on presumptive ESBL/AmpC/CP E.coli [excluding isolates tested under (L) and (M)]*

Staff category	Number of working hours	Rate (EUR per hour)	Total (EUR)
...			
...			
...			
Consumables (description)	Quantity	Unit cost (EUR)	Total (EUR)
...			
...			
...			
		<b>Total (EUR) (overheads non included)</b>	
TOTAL Nr of samples: (BROILERS and TURKEYS)		<b>Unit cost per sample (EUR) (overheads non included)</b>	
BROILERS - Nr of tests:			
TURKEYS - Nr of tests:			
		<b>Total (EUR) (overheads included)</b>	

*(P) WGS on Salmonella spp and E.coli resistant to cefotaxime or ceftazidime or meropenem [excluding isolates tested under (M)]*

Staff category	Number of working hours	Rate (EUR per hour)	Total (EUR)
...			
...			
...			
Consumables (description)	Quantity	Unit cost (EUR)	Total (EUR)
...			

...			
...			
		<b>Total (EUR) (overheads non included)</b>	
TOTAL Nr of samples: (BROILERS and TURKEYS)		<b>Unit cost per sample (EUR) (overheads non included)</b>	
BROILERS - Nr of tests:			
TURKEYS - Nr of tests:			
		<b>Total (EUR) (overheads included)</b>	

<i>(Q) Storage of resistant isolates for five years [excluding isolates stored under (K) and (I)]</i>			
Staff category	Number of working hours	Rate (EUR per hour)	Total (EUR)
...			
...			
...			
Consumables (description)	Quantity	Unit cost (EUR)	Total (EUR)
...			
...			
...			
		<b>Total (EUR) (overheads non included)</b>	
TOTAL Nr of samples: (BROILERS and TURKEYS)		<b>Unit cost per sample (EUR) (overheads non included)</b>	
BROILERS - Nr of tests:			
TURKEYS - Nr of tests:			
		<b>Total (EUR) (overheads included)</b>	

Total expenditure for the AMR coordinated control programme 2022 (real costs, VAT excluded) overheads not included (EUR) :	
--	--

Total expenditure for the AMR coordinated control programme 2022 (real costs, VAT excluded) overheads included (EUR) :	
--	--

**ANNEX - MODEL for the TECHNICAL REPORT (AMR 2022)**

<b>BROILERS</b>	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)
<b>Row I:</b> Maximum number of samples/tests reimbursable for BROILERS, as specified in “Annex I Part B art. 4.1 Work plan” of this grant agreement																	
<b>Row II:</b> Number of samples/tests carried out for BROILERS in 2022 in accordance with Commission Implementing Decision 2020/1729																	
If the numbers of samples/tests carried-out in 2022 (Row II) differs from the ones specified in Row I, please provide a justification for each discrepancy																	

(A) Sampling at slaughterhouse level (caecal samples); (B) Sampling at retail level (meat samples); (C) Sampling at border control post level (meat samples); (D) Isolation of *Salmonella* spp from meat samples taken at border control post level; (E) Serotyping of *Salmonella*; (F) Isolation and speciation of *Campylobacter* from caecal samples (1); (G) Isolation of commensal *E. coli* from caecal samples and from meat samples; (H) Isolation presumptive ESBL/AmpC producing *E. coli* from caecal and meat samples (2); (I) Verification, identification and storage of isolates of ESBL/AmpC producing *E. coli* from caecal and meat samples (3); (J) Isolation presumptive CP producing *E. coli* from caecal and meat samples (4); (K) Verification, identification and storage of isolates of CP producing *E. coli* from caecal and meat samples (5); (L) AST first panel (table 2 of CID 2020/1729) of *Salmonella* spp and *E. coli* (6); (M) AST second panel (table 5 of CID 2020/1729) of resistant *Salmonella* spp and *E. coli* (7); (N) AST of *Campylobacter coli/jejuni* (table 3 of CID 2020/1729); (O) WGS on presumptive ESBL/AmpC/CP *E. coli* (8); (P) WGS on *Salmonella* spp and *E. coli* resistant to cefotaxime or ceftazidime or meropenem (9); (Q) Storage of resistant isolates for five years (10)

Footnotes: (1) Among *C. coli* and *C. jejuni*; (2) according to EURL protocol, steps 1.4 to 1.6; (3) according to EURL protocol, steps 1.7 to 1.8; (4) according to EURL protocol, steps 3.1 to 3.2; (5) according to EURL protocol, steps 3.3 to 3.4; (6) AST performed for isolates of *Salmonella* spp, commensal *E. coli*, presumptive ESBL/AmpC producing *E. coli* and presumptive CP producing *E. coli*; (7) AST performed for isolates of *Salmonella* spp, commensal *E. coli*, presumptive ESBL/AmpC producing *E. coli* and presumptive CP producing *E. coli* showing resistance further to the first panel; (8) excluding isolates tested under (L) and (M); (9) excluding isolates tested under (M); (10) excluding isolates stored under (K) and (I); (11) final reimbursement will be based upon actually incurred costs limited by the indicated ceilings



TURKEYS	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)
<b>Row I:</b> Maximum number of samples/tests reimbursable for TURKEYS, as specified in “Annex 1 Part B art. 4.1 Work plan” of this grant agreement																	
<b>Row II:</b> Number of samples/tests carried out for TURKEYS in 2022 in accordance with Commission Implementing Decision 2020/1729																	
If the numbers of samples/tests carried-out in 2022 (Row II) differs from the ones specified in Row I, please provide a justification for each discrepancy																	

(A) Sampling at slaughterhouse level (caecal samples); (B) Sampling at retail level (meat samples); (C) Sampling at border control post level (meat samples); (D) Isolation of Salmonella spp from meat samples taken at border control post level; (E) Serotyping of *Salmonella*; (F) Isolation and speciation of *Campylobacter* from caecal samples (1); (G) Isolation of commensal *E. coli* from caecal samples and from meat samples; (H) Isolation presumptive ESBL/AmpC producing *E. coli* from caecal and meat samples (2); (I) Verification, identification and storage of isolates of ESBL/AmpC producing *E. coli* from caecal and meat samples (3); (J) Isolation presumptive CP producing *E. coli* from caecal and meat samples (4); (K) Verification, identification and storage of isolates of CP producing *E. coli* from caecal and meat samples (5); (L) AST first panel (table 2 of CID 2020/1729) of *Salmonella spp* and *E. coli* (6); (M) AST second panel (table 5 of CID 2020/1729) of resistant *Salmonella spp* and *E. coli* (7); (N) AST of *Campylobacter coli/jejuni* (table 3 of CID 2020/1729); (O) WGS on presumptive ESBL/AmpC/CP *E. coli* (8); (P) WGS on *Salmonella spp* and *E. coli* resistant to cefotaxime or ceftazidime or meropenem (9); (Q) Storage of resistant isolates for five years (10)

**Name and role:**

**Date and signature:**





## LIST OF PREVIOUS PROJECTS

<b>List of previous projects</b>					
<i>Please provide a list of your previous projects for the last 4 years.</i>					
Participant	Project Reference No and Title, Funding programme	Period (start and end date)	Role (COO, BEN, AE, OTHER)	Amount (EUR)	Website (if any)
MAPA	AMR/2021/ES/SI2.866886 Coordinated Control Plan for AntiMicrobial Resistance (AMR) monitoring in commensal and zoonotic agents on samples of food and food-producing animals in 2021. SMP Project Grants Grant Agreement	01.01.2021-28.02.2022	COO	EUR 162.815,48	
MAPA	AMR/2020/ES/SI2.825066 Coordinated control plan for antimicrobial resistance monitoring in 2020. Grant Decision for an action	01.01.2020-31.12.2020 (28.02.2021 for AST)	COO	EUR 115,421	
MAPA	AMR/2019/ES/SI2.806977 Coordinated control plan for antimicrobial resistance monitoring in 2019 Grant Decision for an action	01.01.2019-31.12.2019 (29.02.2020 for AST)	COO	EUR 71,126	
MAPA	SI2.778847 Coordinated control plan for antimicrobial resistance monitoring in 2018	01.01.2018-31.12.2018 (28.02.2019 for AST)	COO	EUR 123,438	

## HISTORY OF CHANGES



VERSION	PUBLICATION DATE	CHANGE
1.0	n/a	Initial version (new MFF).
2.0	01.04.2022	Consolidation, formatting and layout changes. Tags added.

### DETAILED BUDGET TABLE (ACTION GRANTS)

27/01/2023 14:18

<b>Project number:</b>	101112574
<b>Project acronym:</b>	AMR 2022-ES
<b>Participant short name:</b>	MAPA
<b>Participant PIC:</b>	905557857

**ATTENTION:** This table should be filled out one per participant (beneficiary, affiliated entity)

**ATTENTION:** This table may ONLY contain eligible costs (i.e. costs that comply with the eligibility rules of the grant agreement that is part of your call documents). At proposal stage and during grant preparation, it should contain **estimated** costs/income. Costs must be estimated in EUR.

**ATTENTION!** List each budgeted cost item ONLY once in this table, for the main WP.

**ATTENTION!** White cells mean that you are required to enter data. Blue cells are calculated automatically.

### ACTION GRANT BUDGET TABLE (PER PARTICIPANT)

#### PROJECT COSTS

#### A. Personnel costs

! monthly rates allowed for budgeting because simpler to establish the approximate costs; cost reporting will have to be done according to MGA (usually daily rates)

WORK PACKAGE 1	AMR 2022 ES	A.1 Employees (or equivalent)	Type of rate (monthly/other)	Costs (actual costs)			Total (EUR) c = a * b	Also working for other work packages? YES/NO and which WP	Description of project role/activities/responsibilities	
				Rate (amount)	Time (months/other of work on the action)					
					a	b				
		<b>Technical personnel</b>	monthly	5.079,54	12,00		60.954,47	NO	Sampling at slaughterhouse level, retail level and border control post level (cecal samples, meat samples), Activities A, B and C	
		<b>Senior experts/advisors/researchers</b>	monthly	201,16	12,00		2.413,89	NO	Sampling at slaughterhouse level, retail level and border control post level (cecal samples, meat samples), Activities A and B	
		<b>Technical personnel</b>	monthly	3.455,52	14,00		48.377,23	NO	Antimicrobial susceptibility testing (activities D, E, F, G, H, I, J, K, L, M, N)	
		<b>Project managers</b>	monthly	1.122,04	14,00		15.708,58	NO	Antimicrobial susceptibility testing (activities H, I, J, K, L, M, Q)	
		<b>Senior experts/advisors/researchers</b>	monthly	1.180,89	14,00		16.532,47	NO	Antimicrobial susceptibility testing (activities H, I, J, K, L, M, Q)	
		<b>Other</b>								
		[category 1]	monthly	0,00	0,00		0,00			
		[category 2]	monthly	0,00	0,00		0,00			
		<b>Total employees (or equivalent)</b>						<b>143.986,64</b>		
		<b>A.2 + A.3 Natural persons under direct contract and seconded persons</b>								
		<b>Technical personnel</b>	monthly	221,98	12,00		2.663,79	NO	Sampling at slaughterhouse level, retail level and border control post level (cecal samples, meat samples), Activities A, B and C	
		<b>Technical personnel</b>	monthly	649,46	14,00		9.092,42	NO	Antimicrobial susceptibility testing (activities E, F, G, H, I, J, K, L, M, N)	
		<b>Other</b>								
		[category 1]	monthly	0,00	0,00		0,00			
		[category 2]	monthly	0,00	0,00		0,00			
		<b>Total natural persons under direct contract and seconded persons</b>						<b>11.756,20</b>		

A.4 SME owners and natural person beneficiaries without salary		daily		0,00	0,00	0,00	Total SME owners and natural person beneficiaries without salary		0,00	Total personnel for this WP		155.742,84	
<b>Total personnel (all WPs)</b>													<b>155.742,84</b>
<b>B. Subcontracting costs</b>													
<b>WORK PACKAGE 1</b>	<b>AMR 2022 ES</b>		Costs (actual costs)								Also used for other work packages? YES/NO and which WP	Description of subcontracted project tasks/activities	
	1 [Subcontract short name]			0,00									
	2 [Subcontract short name]			0,00									
<b>Total subcontracting for this WP</b>												<b>0,00</b>	
<b>Total subcontracting (all WPs)</b>													<b>0,00</b>
<b>C. Purchase costs</b>													
<b>C.1 Travel and subsistence</b>													
<b>WORK PACKAGE 1</b>	<b>AMR 2022 ES</b>	<b>1 [Travel short name]</b>											
		Speakers											
		Travel costs	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00			
		Accommodation costs	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00			
		Subsistence costs	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00			
		Personnel											
		Travel costs	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00			
		Accommodation costs	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00			
		Subsistence costs	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00			
		Participants											
		Travel costs	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00			
		Accommodation costs	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00			
		Subsistence costs	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00			
		<b>Total travel costs for this travel</b>	<b>0,00</b>										
		<b>Total accommodation costs for this travel</b>	<b>0,00</b>										
		<b>Total subsistence costs for this travel</b>	<b>0,00</b>										
		<b>Total travel</b>	<b>0,00</b>										
		<b>Total travel costs for this WP</b>	<b>0,00</b>										

Total accommodation costs for this WP		0,00			
Total subsistence costs for this WP		0,00			
Total travel for this WP		0,00			
Total travel costs (all WPs)		0,00			
Total accommodation (all WPs)		0,00			
Total subsistence (all WPs)		0,00			
Total travel and subsistence (all WPs)		0,00			
<b>C.2 Equipment</b>					
<b>WORK PACKAGE 1</b>					
<b>AMR 2022 ES</b>					
<b>C.2.1 Purchase (depreciation/full cost)</b>					
Description of tasks/activities for which the equipment is needed	Costs (actual costs)			Also part of other work packages? YES/NO and which WP	
	Price	Depreciation method (e.g. 36 month or 60 month)	Rate of use for the action (100% or less if used also for other purposes)		
	a	b	c	d	e = (c/b * d) * a
1. [Equipment short name]	0,00	0	0,00	0%	0,00
2. [Equipment short name]	0,00	0	0,00	0%	0,00
3. [Equipment short name]	0,00	<b>ATTENTION! Can be used only if full cost option in the grant agreement.</b>			0,00
<b>Total depreciation</b>					<b>0,00</b>
<b>C.2.2 Rental and leasing (rate of use/full cost)</b>					
Description of tasks/activities for which the equipment is needed	Costs (actual costs)			Also part of other work packages? YES/NO and which WP	
	Monthly rent/fee	Number of months of use for the action	Rate of use for the action (100% or less if used also for other purposes)		
	a	b	c	d	e = a*b*c
1. [Equipment short name]	0,00	0,00	0%	0%	0,00
2. [Equipment short name]	0,00	0,00	0%	0%	0,00
3. [Equipment short name]	0,00	<b>ATTENTION! Can be used only if full cost option in the grant agreement.</b>			0,00
<b>Total rental and leasing</b>					<b>0,00</b>
<b>Total equipment for this WP</b>					<b>0,00</b>
<b>Total equipment (all WPs)</b>					<b>0,00</b>
<b>C.3 Other goods, works and services</b>					
<b>WORK PACKAGE 1</b>					
<b>AMR 2022 ES</b>					
Description of tasks/activities for which the goods/services are needed; types of goods services needed; how much are needed	Costs (actual costs)		Also part of other work packages? YES/NO and which WP		
	Costs (actual costs)				
<b>Consumables</b>	174.609,00		<b>NO</b>		
<b>Conferences, seminars, workshops, trainings &amp; events</b>	0,00				
<b>Information &amp; publications</b>	0,00				

Other expenses		1. IPR costs	0,00
2. Bank fees (pre-financing guarantee)			0,00
3. Audit fees (CFS)			0,00
4. Project evaluation			0,00
[5 short name other]			0,00
[6 short name other]			0,00
<b>Total goods, works and services for this WP</b>			<b>174.609,00</b>

<b>Total goods, works and services (all WPs)</b>		<b>174.609,00</b>	<b>174.609,00</b>
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<b>Total purchase costs (all WPs)</b>		<b>174.609,00</b>
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**D. Other cost categories**

D.1. Financial support to third parties  
 WORK PACKAGE 1  
 AMR 2022 ES

Financial support to third parties	Costs (actual costs)	Also used for other work packages? YES/NO and which WP	Description of support scheme (estimated number of recipients; maximum amount per recipient)
[Support scheme short name]	0,00		
[Support scheme short name]	0,00		
<b>Total other cost category D.1 for this WP</b>	<b>0,00</b>		

<b>Total D.1 (all WPs)</b>	<b>0,00</b>
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**E. Indirect costs**

	Costs (flat-rate)	Total other cost categories (all WPs)
Total estimated direct costs (on which indirect cost flat-rate is based, see GA eligibility article)	330.351,84	<b>0,00</b>
Flat-rate (%)	7%	<b>0,00</b>
<b>Total indirect costs</b>	<b>23.124,63</b>	
<b>Total indirect costs</b>	<b>23.124,63</b>	

<b>TOTAL COSTS PARTICIPANT</b>		<b>353.476,47</b>
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**PROJECT INCOME**



<b>EU CONTRIBUTION (GRANT)</b>		Amount (EUR)	Description of the income (type of generated income and number of users, etc)
Total costs		353.476,47	
Single Funding rate (%)		75% Enter funding rate from the call conditions.	
Maximum EU contribution		265.107,35	
Requested EU contribution		<b>265.107,35</b> ¶ In order to avoid rounding issues, please request 1 cent less than the maximum EU contribution.	
<b>EU CONTRIBUTION</b>		<b>265.107,35</b>	
<b>REVENUES AND CONTRIBUTIONS BY THIRD PARTIES</b>			
<b>Revenues</b>			
Income generated by the action			
ALL WORK PACKAGES	Estimated income generated by the action	0,00	
<b>Total income generated by the action</b>		<b>0,00</b>	
<b>Revenues</b>		<b>0,00</b>	
<b>In-kind contributions by third parties</b>			
In-kind contributions by third parties			
ALL WORK PACKAGES	Estimated in-kind contributions by third parties	0,00	Description of the contribution (type of contribution, donor, purpose, etc)
<b>Total in-kind contributions</b>		<b>0,00</b>	
<b>In-kind contributions</b>		<b>0,00</b>	
<b>Financial contributions by third parties</b>			
Financial contributions by third parties			
ALL WORK PACKAGES	Estimated financial contributions by third parties	0,00	Description of the contribution (type of contribution, donor, purpose, etc)
<b>Total financial contributions</b>		<b>0,00</b>	
<b>Financial contributions</b>		<b>0,00</b>	
<b>TOTAL REVENUES AND CONTRIBUTIONS BY THIRD PARTIES</b>		<b>0,00</b>	
<b>OWN RESOURCES</b>			
Own resources			
		88.369,12	

<b>OWN RESOURCES</b>	<b>88.369,12</b>		
<b>TOTAL INCOME PARTICIPANT</b>	<b>353.476,47</b>		



ESTIMATED BUDGET FOR THE ACTION

Forms of funding		Estimated eligible <sup>1</sup> costs (per budget category)										Estimated EU contribution <sup>2</sup>				
		Direct costs					Indirect costs					Total costs	Funding rate % <sup>4</sup>	Maximum EU contribution <sup>5</sup>	Requested EU contribution	Maximum grant amount <sup>6</sup>
		A. Personnel costs	B. Subcontracting costs	C. Purchase costs			D. Other cost categories	E. Indirect costs <sup>3</sup>	EU contribution to eligible costs							
		A.1 Employees (or equivalent)	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	E. Indirect costs						
		A.2 Natural persons under direct contract	A.3 Seconded persons		Travel	Accommodation	Subsistence									
		Actual costs	Unit costs <sup>7</sup>	Actual costs	Unit <sup>7</sup> or actual costs	Unit <sup>7</sup> or actual costs	Unit <sup>7</sup> or actual costs	Actual costs	Actual costs	Unit costs <sup>7</sup>	Flat-rate costs <sup>8</sup>					
		a1	a3	b	c1a	c1b	c1c	c2	c3	d1a	d1b	e = flat-rate * (a1 + a3 + b + c1a + c1b + c1c + c2 + c3 + d1a + d1b)	f = a+b+c+d+e	g = f * U%	h	m
<b>I-MAPA</b>		155 743,00	0,00	0,00	0,00	0,00	0,00	0,00	174 609,00	0,00	23 124,64	333 476,64	75	265 107,48	265 107,48	265 107,48

<sup>1</sup> See Article 6 for the eligibility conditions. All amounts must be expressed in EUR (see Article 21 for the conversion rules)  
<sup>2</sup> The consortium remains free to decide on a different internal distribution of the EU funding (via the consortium agreement, see Article 7).  
<sup>3</sup> 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.  
<sup>4</sup> See Data Sheet for the funding rates(s).  
<sup>5</sup> 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'.  
<sup>6</sup> The 'maximum grant amount' is the maximum grant amount decided by the EU. It normally corresponds to the requested grant, but may be lower.  
<sup>7</sup> See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).  
<sup>8</sup> 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<sup>1</sup>)

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](#)).

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<sup>1</sup> 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)7115).

**Travel and subsistence** (Decision C(2021)35<sup>2</sup>)

**Travel**

Type: unit costs

Units: travel (journeys) for the action

Amount per unit:

standard:

*for travel of 50 -399km (inside EU countries):*

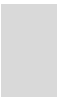
Country	Unit costs in €	Country	Unit costs in €	Country	Unit costs in €
AT	60	FI	36	PL	20
BE	46	FR	64	PT	40
BG	12	HR	36	RO	16
CZ	20	HU	28	SE	56
DE	64	IE	36	SI	27
DK	76	IT	52	SK	20
EE	16	LT	20		
EL	36	LV	16		
ES	52	NL	49		

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<sup>2</sup> Commission [Decision](#) of 12 January 2021 authorising the use of unit costs for travel, accommodation and subsistence costs under an action or work programme under the 2021-2027 multi-annual financial framework (C(2021)35).

*for travel of 50 -399km (land-based; between EU countries):*

MS	AT	BE	BG	CZ	DE	DK	EE	EL	ES	FI	FR	HR	HU	IE	IT	LT	LU	LV	NL	PL	PT	RO	SE	SI	SK
AT				58	65						64	58	58	58	58				58	58			58	58	58
BE					82						82						50		82						
BG								37				36	26									17			
CZ	58				65				64		64	36	26						20			19		37	21
DE	65	82		65		76			82		82	65			65		82		65	65				76	
DK					76													22	76						
EE																22		22							
EL			37																						
ES											82											54			
FI																							55		
FR	64	82		64	82			82							82		82		82						
HR	58		36	36	65							36			50							36		37	
HU	589		26	26								36			50					26		26		37	26
IE																									
IT	58				65						82	50	50											50	
LT							22											19		20					
LU		50			82					82									82						
LV							22									19				20					
NL					65	76					82						82								
PL	58			20	65				54				26			20		20				20			21
PT																									
RO	58		17	19								36	26												21
SE						76				55															
SI	58			37	65							37	37	50											37
SK	58			21									26							21		21			37

 No connection below 400 km

*for travel of 50-399km not covered above: EUR 196*

for travel of 400 km or more\* (air or rail or combined air/rail):

Distance Band	Unit costs in €	Distance Band	Unit costs in €	Distance Band	Unit costs in €
400-600	196	1601-2000	295	4501-6000	637
601-800	209	2001-2500	343	6001-7500	720
801-1200	221	2501-3500	433	7501-10000	961
1201-1600	230	3501-4500	527	10001-Max	1 101

\* All distances to be measured using the [rail calculator](#) or [flight calculator](#).

special rates:

for travel from EU countries to EU outermost regions or OCTs:

Remote region	Unit costs in €	Remote region	Unit costs in €	Remote region	Unit costs in €
Aruba	1 343	French Guiana	905	Saint Helena	2 395
Bonaire	1 344	Martinique	958	Saint Martin	939
Curaçao	1 302	Mayotte	1 170	Saint Pierre and Miquelon	1 832
French Polynesia	2 204	New Caledonia	2 065	Wallis and Futuna	2 398
Greenland	1 118	Réunion	1 040		
Guadeloupe	801	Saba	1 286		

for travel to/from location 400 km or more from nearest airport: increase applicable unit cost by 50%

**Accommodation**

Type: unit costs

Units: nights spent on travel for the action

Amount per unit:

Country	Accommodation - € per night	Country	Accommodation - € per night	Country	Accommodation - € per night
Albania	101	Greece	107	North Macedonia	95
Algeria	157	Hungary	105	Norway	145
Armenia	115	Iceland	190	Palestine	140
Austria	126	Ireland	139	Poland	103
Azerbaijan	136	Israel	187	Portugal	109
Belarus	108	Italy	114	Romania	109
Belgium	137	Jordan	140	Serbia	105
Bosnia and Herzegovina	90	Kosovo	92	Slovakia	98
Bulgaria	110	Latvia	95	Slovenia	113
Croatia	104	Lebanon	154	Spain	117
Cyprus	120	Libya	146	Sweden	158
Czechia	107	Lichtenstein	135	Switzerland	178
Denmark	158	Lithuania	94	Syria	145
Egypt	152	Luxembourg	163	Tunisia	99
Estonia	107	Malta	141	Turkey	116
Finland	146	Moldova	133	Ukraine	122
France	166	Montenegro	98	United Kingdom	151
Germany	119	Morocco	129		
Georgia	134	Netherlands	133		

**Subsistence**

Type: unit costs

Units: days spent on travel for the action

Amount per unit ('daily rate'):

Country	Subsistence daily rate in €	Country	Subsistence daily rate in €	Country	Subsistence daily rate in €
Albania	50	Greece	82	North Macedonia	50
Algeria	85	Hungary	64	Norway	80
Armenia	70	Iceland	85	Palestine	60
Austria	102	Ireland	108	Poland	67
Azerbaijan	70	Israel	105	Portugal	83
Belarus	90	Italy	98	Romania	62
Belgium	102	Jordan	60	Serbia	60
Bosnia and Herzegovina	65	Kosovo	60	Slovakia	74
Bulgaria	57	Latvia	73	Slovenia	84
Croatia	75	Lebanon	70	Spain	88
Cyprus	88	Libya	50	Sweden	117
Czech Republic	70	Lichtenstein	80	Switzerland	80
Denmark	124	Lithuania	69	Syria	80
Egypt	65	Luxembourg	98	Tunisia	60
Estonia	80	Malta	88	Turkey	55
Finland	113	Moldova	80	Ukraine	80
France	102	Montenegro	60	United Kingdom	125
Germany	97	Morocco	75		
Georgia	80	Netherlands	103		

### **SMP COSME EYE unit costs for financial support to third parties<sup>3</sup>**

Type: unit costs

Units: months spent by the entrepreneurs in the country of exchange

Amount per unit: see table below (for each entrepreneur)


Monthly unit costs for financial support to be paid to a third party	
Country of exchange	Amount per month while staying in this country/ EUR
<i>EU Member States:</i>	
Austria	900
Belgium	830
Bulgaria	560
Croatia	720
Cyprus	780
Czech Republic	610
Denmark	1100
Estonia	670
Finland	950
France	900
Germany	830
Greece	780
Hungary	670
Ireland	1000
Italy	900
Latvia	610
Lithuania	560
Luxembourg	830
Malta	720
Netherlands	830
Poland	610
Portugal	780
Romania	560
Slovakia	610
Slovenia	720
Spain	830
Sweden	950
Entrepreneurs from/to: Outermost Regions of the EU (referred to in Article 349 TFEU) and Outermost Countries and Territories (referred to in Article 198 TFEU)	1100
Entrepreneurs with disabilities (regardless of the country of stay)	1100
<i>Non-EU countries (if associated to the SMP Programme)</i>	
Albania	530
Armenia	610
Bosnia-Herzegovina	560
Iceland	900
Kosovo <sup>4</sup>	560
Lichtenstein	1100
Moldova	530
Montenegro	560
North Macedonia	560
Norway	1100
Serbia	560

<sup>3</sup> [Decision](#) of 8 March 2022 authorising the use of unit costs for the Erasmus for Young Entrepreneurs action under the Single Market Programme.

<sup>4</sup> This designation is without prejudice to positions on status, and is in line with UNSCR 1244/1999 and the ICJ Opinion on the Kosovo declaration of independence.



Turkey	750
Ukraine	530
United Kingdom	1000
Entrepreneurs with disabilities (regardless of the country of stay)	1100

 The minimum length of the exchange is one month and maximum is 6 months.

**SMP ESS personnel costs based on time**<sup>5</sup>

Type: unit costs

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

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

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<sup>5</sup> [Decision](#) of 6 April 2021 authorising the use of unit costs for eligible personnel costs for actions implemented by Eurostat.



## ANNEX 5

### SPECIFIC RULES

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

##### **Rights of use of the granting authority on results for information, communication, dissemination and publicity purposes**

The granting authority also has the right to exploit non-sensitive results of the action for information, communication, dissemination and publicity purposes, using any of the following modes:

- **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- **distribution to the public** in hard copies, in electronic or digital format, on the internet including social networks, as a downloadable or non-downloadable file
- **editing** or **redrafting** (including shortening, summarising, changing, correcting, cutting, inserting elements (e.g. meta-data, legends or other graphic, visual, audio or text elements extracting parts (e.g. audio or video files), dividing into parts or use in a compilation
- **translation** (including inserting subtitles/dubbing) in all official languages of EU
- **storage** in paper, electronic or other form
- **archiving** in line with applicable document-management rules
- the right to authorise **third parties** to act on its behalf or sub-license to third parties, including if there is licensed background, any of the rights or modes of exploitation set out in this provision
- **processing**, analysing, aggregating the results and **producing derivative works**
- **disseminating** the results in widely accessible databases or indexes (such as through ‘open access’ or ‘open data’ portals or similar repositories, whether free of charge or not.

The beneficiaries must ensure these rights of use for the whole duration they are protected by industrial or intellectual property rights.

If results are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they

comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

### **Access rights for third parties to ensure continuity and interoperability**

Where the call conditions impose continuity or interoperability obligations, the beneficiaries must make the materials, documents and information and results produced in the framework of the action available to the public (freely accessible on the Internet under open licences or open source licences).

### **Different rights of use in Standardisation actions**

In view of the specific business model of standardisation organisations (and unless otherwise agreed with the granting authority), access rights in European Standardisation actions do not include the following:

- the right to **make available** standards and standardisation deliverables to persons working for other EU services (including institutions, bodies, offices, agencies, etc.) other than the granting authority or to persons working for an EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services
- the right to **distribute to the public** standards and standardisation deliverables (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)
- the right to **edit or redraft** standards and standardisation deliverables
- the **translation** of standards and standardisation deliverables
- the **processing**, analysing, aggregating of standards and standardisation deliverables received and **producing derivative works**.

## **COMMUNICATION, DISSEMINATION AND VISIBILITY (— ARTICLE 17)**

### **Communication and dissemination plan**

Where imposed by the call conditions, the beneficiaries must provide a detailed communication and dissemination plan, setting out the objectives, key messaging, target audiences, communication channels, social media plan, planned budget and relevant indicators for monitoring and evaluation.

### **Additional communication and dissemination activities**

The beneficiaries must engage in the following additional communication and dissemination activities:

- **present the project** (including project summary, coordinator contact details, list of participants, European flag and funding statement and project results) on the beneficiaries' **websites** or **social media accounts**
- upload the public **project results** to the Single Market Programme Project Results

platform, available through the Funding & Tenders Portal

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

### **Specific rules for PPI Grants for Procurement**

When implementing procurements in PPI Grants for Procurement, the beneficiaries must respect the following conditions:

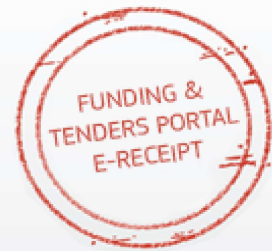
- avoid any conflict of interest and comply with the principles of transparency, non-discrimination, equal treatment, sound financial management, proportionality and competition rules
- assign the ownership of the intellectual property rights under the contracts to the contractors (unless there are exceptional overriding public interests which are duly justified in Annex 1), with the right of the buyers to access results — on a royalty-free basis — for their own use and to grant (or to require the contractors to grant) non-exclusive licences to third parties to exploit the results for them — under fair and reasonable conditions — without any right to sub-license
- allow for all communications to be made in English (and any additional languages chosen by the beneficiaries)
- ensure that prior information notices, contract notices and contract award notices contain information on the EU funding and a disclaimer that the EU is not participating as contracting authority in the procurement
- allow for the award of multiple procurement contracts within the same procedure (multiple sourcing)
- where the call conditions impose a place of performance obligation: ensure that the part of the activities that is subject to the place of performance obligation is performed in the eligible countries or target countries set out in the call conditions
- to ensure reciprocal level of market access: where the WTO Government Procurement Agreement (GPA) does not apply, ensure that the participation in tendering procedures is open on equal terms to bidders from EU Member States and all countries with which the EU has an agreement in the field of public procurement under the conditions laid down in that agreement, including all Horizon Europe associated countries. Where the WTO GPA applies, ensure that tendering procedures are also open to bidders from states that have ratified this agreement, under the conditions laid down therein.

### **Specific rules for blending operations**

When implementing blending operations, the beneficiaries acknowledge and accept that:

- the grant depends on the approved financing from the Implementing Partner and/or public or private investors for the project
- they must inform the granting authority both about the approval for financing and the financial close — within 15 days

- the payment deadline for the first prefinancing is automatically suspended until the granting authority is informed about the approval for financing
- both actions will be managed and monitored in parallel and in close coordination with the Implementing Partner, in particular:
  - all information, data and documents (including the due diligence by the Implementing Partner and the signed agreement) may be exchanged and may be relied on for the management of the other action (if needed)
  - issues in one action may impact the other (e.g. suspension or termination in one action may lead to suspension also of the other action; termination of the grant will normally suspend and exit from further financing and vice versa, etc.)
- the granting authority may disclose confidential information also to the Implementing Partner.



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