PIANOFORTE

Partnership for European research in radiation protection and detection of ionising radiation: towards a safer use and improved protection of the environment and human health

PIANOFORTE Open Call 2024

CALL TEXT

23 April 2024

CONTENT:

INTRODUCTION and MOTIVATION

The PIANOFORTE partnership aims to improve radiological protection of members of the public, patients, workers and the environment in all exposure scenarios and to provide solutions and recommendations for optimised protection in accordance with the Basic Safety Standards (BSS). This objective will be reached by multidisciplinary research, innovation and citizen involvement activities in a collaborative approach of scientists, regulators and stakeholders. Research projects focusing on identified research and innovation priorities will be selected through competitive open calls.

This general objective will be reached through the achievement of six specific objectives (four scientific specific objectives and two integration specific objectives) that are inter-dependent and are as follows:

- To innovate in ionising radiation based medical applications combating cancer and other diseases by new and optimised diagnostic and therapeutic approaches improving patient health and safety and supporting transfer of the R&I outcome to practice.
- To improve scientific understanding of the variability in individual radiation response and health risk of exposure.
- To support regulations and implementation of the BSS and improve practices in the domain of low dose exposures of humans and the environment by better understanding and reducing uncertainties in risk estimates.
- To provide the scientific basis to recommendations, procedures and tools for assuring better preparedness to response and recovery from a potential radiological event or nuclear accident and to improve the know-how to manage legacy sites.
- To maintain a sustainable expertise capability on radiation protection issues across the EU by fostering the availability, the use, and the sharing of existing state-of-the-art infrastructures at European level and beyond and conducting education and training activities.
- To involve all the relevant stakeholders at the different stages of the implementation of research projects and assure efficient dissemination, knowledge management and uptake of results.

Activities of the consortium will focus on the one hand on the aspects to continue to develop an integrated landscape for radiation protection in Europe and on the other hand, which will be the main one, to directly fund coordinated research projects in an open, fair and transparent manner dedicated to state of the art science and tailored to the needs of the stakeholder target groups that have been defined in the PIANOFORTE proposal.

The objective of this document is to present the topics that have been selected for the second PIANOFORTE open call as well as the associated conditions for submitting a project. The definition of the proposed topics is the result of a prioritization exercise that has been carried out in the framework of PIANOFORTE WP2, complemented by a broad consultation of stakeholders carried out in the framework of WP3. It is on the basis of this work that the Executive Board of PIANOFORTE has submitted these topics to the approval of the General Assembly of PIANOFORTE, constituted by the beneficiaries of the project, which met on December 5, 2023. All the deliverables tracing these different steps can be found on the project website (Pianoforte-partnership.eu).

Please consult https://pianoforte-partnership.eu/ for more information on PIANOFORTE.

1. AIM OF THE CALL

This call addresses 4 main topics:

- Topic 1:

  Developing a knowledge base for a better understanding of disease pathogenesis of ionising radiation-induced cancer to improve risk assessment.

- Topic 2:

  Ensure readiness and scientific knowledge to support Environmental Impact Assessment and Emergency Preparedness and Response for novel nuclear technologies.

- Topic 3:

  Development of techniques and methods to go beyond effective dose in case of internal exposures following a nuclear or radiological emergency.

- Topic 4:

  Implementation of new and optimised radiation therapy approaches for better targeting to protect healthy tissues better against detrimental effects of ionising radiation.

The aims of the call are:

- To support transnational research projects that combine innovative approaches in the field of radiation protection in line with the research priorities of PIANOFORTE;
- To actively integrate Education&Training activities and collaboration with universities in multidisciplinary research projects;
- To make optimal use of research infrastructures.

Topic 1 : Developing a knowledge base for a better understanding of disease pathogenesis of ionising radiation-induced cancer to improve human health risk assessment.

Scope of the topic:

Progress made in radiation epidemiology has already enabled identification of an increased risk of delayed health effects after moderate and low doses. Nevertheless, a better understanding of the mechanisms and pathogenesis of ionising radiation-related health effects is still lacking. This is indispensable for reducing currently existing uncertainties and projecting population hazards to the individual level. The main goal of this topic is to “have a comprehensive quantitative and mechanistic understanding of all radiogenic health effects” (CONCERT Joint Road Map, D3.7) in all exposure scenarios. Research performed in these fields will help in improve risk estimation of health effects after ionising radiation in all exposure situations and will contribute to the implementation of the E.C. BSS Directive, as well as better risk communication and informed decision making for various stakeholders.

Objectives of the topic:

The objective of the topic is to contribute to developing a knowledge base for a better understanding of disease pathogenesis of ionising radiation-induced cancer to improve risk assessment. While the role of DNA damage in the carcinogenic process after IR has been extensively studied, by now it is clear that other

processes significantly modulate cancer development, such as the role of microenvironment, immune status, metabolic processes and epigenetic factors.

Proposals should focus on investigating the role of epigenetics and/or metabolic status and/or immune status and/or cellular interactions and microenvironmental effects using biologically relevant experimental in vivo or in vitro models and/or biologically based models for risk. Since our current understanding of radiation carcinogenesis is almost exclusively based on high dose IR, while at low doses other mechanisms may prevail, priority should be given to low dose studies.

Proposals should address one or several issues of the topic.

Impact of the topic:

The desired impact is a better understanding of radiation carcinogenesis which is a key element of risk assessment in radiation protection. From the epidemiological point of view, significant progress has been achieved in estimating the carcinogenic risk of low dose radiation and certain EURATOM-funded projects have been/are focusing on this aspect of the problem (EPI-CT, MEDIRAD, SINFONIA, HARMONIC, RADONORM). However, epidemiological studies have either not been or have barely been backed up by systematic mechanistic studies on radiation carcinogenesis, which are absolutely indispensable for adequate risk estimation and management. Understanding the molecular mechanisms of cancer susceptibility at low doses is highly relevant for the medical field, and for environmental and occupational exposures.

Topic 2: Ensure readiness and scientific knowledge to support Environmental Impact Assessment and Emergency Preparedness and Response for novel nuclear technologies

Scope of the topic:

The emerging and future deployment of Small Modular Reactors (SMR), Advanced Modular Reactors (AMR) and nuclear fusion facilities will leave capability gaps in current environmental assessment data, methodologies and tools for both planned and emergency exposure situations. There is significant diversity in SMR, AMR and fusion technologies, which can include differing reactor designs to those used for existing large-scale nuclear facilities. As an example, this may lead to contributions from radionuclides that are less well studied; potentially different siting criteria for such facilities, e.g., on rivers/lakes/floating reactors or closer to population centres; and the potential for several facilities in closer proximity to each other than existing Nuclear Power Plants.

Objectives of the topic:

This research topic has the objective of identifying the key scientific knowledge gaps for the use of novel nuclear technologies in relation to both Environmental Impact Assessment (EIA) and Emergency Preparedness, Response and Recovery (EPR) purposes to ensure the impacts of such technologies are understood in advance of wider deployment. The proposal should focus on one or more of the following objectives:

- To prioritise the areas for further development drawing on reviews of technological readiness for example to provide approaches, data and adapted or new models to support EIA and EPR issues for novel nuclear technologies, considering their potential uses, and the related risks

- To provide, in the areas of EIA and EPR, more robust science-based demonstration of protection of workers, the public and the environment and the strategy and scale of deployment of novel nuclear technologies. The limited existing knowledge does not allow for a holistic impact assessment including the consequences (benefits and disadvantages) of the deployment of such technologies. The integration of exposure assessments for both human and biota for such technologies should continue to be developed in the context of such novel technologies.

- To understand / anticipate how public perception about new nuclear technologies would evolve and to develop improved strategies for public information, communications and dialogue/debate

- To consider the occupational radiation protection aspects of such technologies for example of workers during routine operation, maintenance and transport

Impact of the topic:

The desired impact is to fill scientific knowledge gaps in current environmental impact assessment data, methodologies and tools for planned and emergency exposure situations related to future installation of novel nuclear facilities such as Small Modular Reactors (SMR), Advanced Modular Reactors (AMR) and nuclear fusion facilities. In particular, research on this topic will improve knowledge regarding radiation effects and environmental fate of less-well-studied radionuclides, formulation of siting criteria for novel nuclear facilities (e.g., of floating reactors or modular reactors close to population centres) and risk assessment in cases of several nuclear facilities in proximity to each other or in proximity to chemical or other industrial plants.

In this respect, research carried out in this topic will support several elements of the BSS relating to both emergency preparedness and response regulations as well as those used for planned exposure situations for novel nuclear technologies. It will also improve knowledge to support the preparedness for, response to and recovery from any radiological events involving novel nuclear technologies.

In addition, the research performed in this topic, will help inform the safe regulation and operation of novel nuclear installations that are considered as low carbon energy production technologies. It will thus contribute to enabling Europe to transition away from higher carbon-emitting energy production technologies, and to mitigating climate change impacts.

Topic 3: Development of techniques and methods to go beyond effective dose in case of internal exposures following a nuclear or radiological emergency

Scope of the topic:

In order to adequately prepare for and respond to a nuclear or radiological emergency, the capability to estimate absorbed dose to tissues within a specified period of time and how much of this dose could potentially be averted, through interventions, is required.

The key priority, after treatment of life-threatening injuries, is to identify people at risk of developing radiation-induced harmful tissue reactions. Tools are needed not only for emergency preparedness but also for estimating the relevant doses from individual bioassay measurements in the event of an emergency. The monitoring of children and pregnant women and producing dose assessments for them, using appropriate biokinetic and dosimetric models, should be a specific priority.

In case of a severe radiological event, some people might receive significant doses and other doses of no concern. Whatever their dose level, people should be informed about their individual monitoring results, dose and risk estimates. Communicating results just in terms of doses has been shown to be quite ineffective and communicating the risks might well be a better strategy. To support such an approach, tools should be developed, taking into account the most up to date risk models, particularly those based on absorbed doses. Along with the tools, a communication strategy which would be defined with the aid of public health and social science experts should be agreed. Decision makers would also be better informed if risk rather than doses were used.

Finally, whatever the dose level and type of accident, doses should be assessed as accurately and as quickly as possible and this may potentially need to be done for up to tens of thousands of people. With respect to the accuracy of doses a major issue is the characterization of the physico-chemical properties of the radionuclides involved in an incident, as this can have a significant impact on dose estimates. With regard to the need for fast and numerous dose assessments, alternative bioassay measurements and monitoring techniques should be evaluated (e.g. spot urine, nasal swabs, gamma-camera, portable equipment for monitoring in the field), and recommendations issued to select the most appropriate measurement strategy. Even for some key radionuclides like ^{131}I there are still debates on the most appropriate monitoring strategy, especially for early monitoring.

Objectives of the topic:

The research should be focused on one or more of the following objectives:

- Develop techniques, methods and tools enabling rapid assessment of the organ or tissue absorbed doses delivered over a short period of time, taking into account any dose modifying factors which are important for emergency dosimetry (e.g., age, sex, stable iodine intake, health conditions).

- Develop methods and tools to assess any health risks associated with internal exposures and develop guidelines to communicate the results.

- Establish guidelines on the medical follow-up after a contamination that does not require urgent action.

- Develop rapid techniques for individual monitoring and the assessment of the physico-chemical properties of radionuclides.

- Study the uncertainties and variabilities of dose estimates with respect to different bioassay measurements and prepare a global strategy of combined use of all available information.

- Test and disseminate the developed techniques, methods and strategies by conducting international intercomparison exercises and establishing a network of experts and laboratories for sharing expertise and technical capabilities in an emergency.

Impact of the topic:

This topic is expected to have impact on a multidisciplinary dimension, as it relates to emergency response, dosimetry, epidemiology and social sciences. The research should advance the techniques and lower the uncertainties for determining dose assessments in case of radiological or nuclear emergency. Moreover, it should go beyond effective dose for the assessment of individual risk in case of nuclear emergency. In nuclear or radiological emergency management including accidental exposures, medical follow-up and risk assessment is of prime importance and demands the improvement, development and customisation of several new methodologies and advanced tools. The research should provide the scientific basis, techniques, methods and strategies to be implemented in recommendations and procedures for assuring better preparedness to response from a potential radiological event or nuclear accident.

Topic 4: Implementation of new and optimised radiation therapy approaches for better targeting to protect healthy tissues better against detrimental effects of ionising radiation.

Scope of the topic:

As stated in the CONCERT JRM medical use of ionising radiation is recognised as the largest source of exposure of the population in Europe and therefore of concern for society. It is of great importance to optimise radiological protection in medical applications of ionising radiation and to harmonise the practices throughout Europe with respect to the protection of human health from the harmful effects of ionising radiation and the potential benefit of the use of ionising radiation for individual patients.

Adaptive radiation therapy has been developed over the last years. New therapeutic approaches are currently under development like different targeted radionuclide therapies; FLASH therapies or microbeam therapies are being further developed and these and hadron therapies are being evaluated regarding their clinical potential for certain applications. The implementation is still difficult and not applied uniformly across Europe. All of these therapeutic procedures allow for certain diseases potentially treatments that would be suitable to reduce the radiation exposure of healthy tissues while maintaining the cancer / disease control thus potentially avoiding secondary malignancies.

Objectives of the topic:

The proposal should focus on one or several of the following objectives taking use of basic and/or translational research and/or transfer into the clinical practice:

- Optimisation and evaluation of the above mentioned novel radiotherapies regarding their potential protection for healthy tissues especially for high risk groups like paediatric patients.

- A better understanding of the mechanisms of FLASH and microbeam therapy.

- Clinical studies proving the benefits in terms of radiation protection of patients and long term outcome for a variety of clinical entities for hadron therapy and targeted radionuclide therapies.

- For adaptive radiation therapy it has to be investigated how it can be best implemented and what are the clinical prerequisites and the requirements for staff to achieve best possible results in terms of radiation protection of patients.

- Definition of standard application and standard protocols as well as operating procedures for adaptive radiation therapies, targeted radionuclide therapies and hadron therapies.

Impact of the topic:

There are gaps in that understanding of new radiation therapies from a number of perspectives. The desired impact is to increase understanding of how the clinical applications of new radiotherapy techniques should be made to ensure the protection of healthy tissues. Research on this topic will lead to a better understanding of the basic mechanisms behind the detrimental effects of radiation, an improved dosimetry and an imroved knowledge on how to ensure the balance between risk and benefit. The knowledge gained in these issues will help to transfer new optimized medical procedures into clinical practice that ensures personalized treatment, especially for high-risk groups such as pediatric patients.The research in this topic will have a direct impact in the field of radiation therapy, since improved treatments are expected to reduce radiation exposure of healthy tissues minimizing side effects, and increasing efficacy and safety of the treatments. Tailored treatments, especially for vulnerable groups such as child patients, improve the conditions for reduced long-term side effects including secondary malignancies and better quality of life after treatment. Standardization and harmonization of the introduction of treatments in the clinics ensures consistent high-quality care across Europe.

The expected impact is also the enhanced transfer of new optimized medical procedures into clinical practice that ensure personalized treatment, especially for high-risk groups such as pediatric patients.

Recommendations

General recommendation

Proposals will outline their ideas to use central Pianoforte resources such as for example the stakeholder engagement plan, impact opportunities or infrastructure options. The idea is to prevent double structures and enable most of the resources from the Calls to be used for the actual science. It is expected that successful proposals will contact the relevant WP leads after project start to align these central activities across all projects.

Stakeholders

PIANOFORTE has a Stakeholder and Advisory Board that can be addressed by all partnership projects. There is also an active stakeholder engagement program, an existing stakeholder mapping and a central stakeholder engagement plan. PIANOFORTE will organize a diverse set of stakeholder engagement opportunities throughout the runtime of the partnership. Successful proposals are expected to support and use these activities and channel their stakeholder activities throughout existing structures within PIANOFORTE (i.e., it is for example not necessary to set up independent stakeholder advisory boards, it is planned to have yearly joint project meetings).

Education and Training

Education and training is a part of all activities within PIANOFORTE. Proposals should include a plan for integration of PhD students and early career researchers into the research programme. Organisation of training courses and exchange visits for students and early-stage researchers is encouraged. The costs of these activities are not to be included in the project budget but applied for via regular calls managed by the PIANOFORTE WP4.

Quality assurance, Open Access and Infrastructures

Proposals must identify the infrastructures required to perform the research, using the CONCERT AIR2D2[1] as a starting point. Proposals must clearly demonstrate the appropriateness of the approaches, techniques and infrastructures that they plan to use, in terms of feasibility, reliability, quality assurance and traceability of the results to be generated in relation to the objectives of the project. Proposals must also demonstrate the expertise of the applicants in using such infrastructures. Proposals must describe how they will work with PIANOFORTE WP5 in terms of access to infrastructures, harmonization of quality standards, practices and protocols, and FAIR data management and approaches to exploitation of archived data.

Plans for development of the Data Management Plan (DMP), considering the aspects outlined in Deliverable 5.2, must be included in the proposal.

Proposals which include intended collaboration with the HORIZON-EURATOM-2021-NRT-01-12 funded project OFFERR (focused on supporting SNETP in establishing an operational scheme facilitating access to key nuclear science infrastructures for R&D experts) are also encouraged.

Social science and Humanities

Social Sciences and Humanities (SSH) research is an important constituent of research and innovation in radiation protection. As appropriate and depending on the topic addressed, proposals are encouraged to take into account social, behavioral, institutional, historical and/or cultural dimensions. The PIANOFORTE "Guidelines on integration of Social Sciences and Humanities in R&I" (PIANOFORTE Deliverable 2.6 https://pianoforte-partnership.eu/deliverables) may be used as a tool by project applicants.

Communication

PIANOFORTE communication and dissemination tools can be used to promote and disseminate the results of partnership projects effectively to the broader research community and key stakeholders. The basic information about all submitted and accepted partnership projects will be published on PIANOFORTE webpage. The outcomes of partnership projects such as scientific reports and articles, progress reports, conference contributions and innovations will be disseminated through PIANOFORTE newsletter. Outreach and impact of partnership projects can be based on these available tools.

Links with international initiatives

Successful applicants to the call are strongly encouraged to actively engage with the wider international community, including, for example, through registration on the NEA Global Register of ongoing and planned low-dose research projects (Login - Low-Dose Research DB (oecd-nea.org)

2. APPLICATION

2.1General criteria

- Joint proposals (in English), must be submitted to the online submission system (https://ptoutline.eu/app/pianoforte2024) no later than **23 July 2024 at 15:00 CEST (Brussels local time)**. The server will not accept proposals after this time.
- Project proposal needs to address one of the 4 call topics.

[1] Website: https://www.concert-infrastructures.eu/

• The proposals should respect the appropriate format and limits on length described in the "Guidelines for Applicants" and "Project description template" on the PIANOFORTE website (https://pianoforte-partnership.eu/).

• Projects are implemented by transnational consortia in line with section "2.3 Consortium Composition"

• Projects are expected to start between February 2025 and March 2025 depending on successful evaluation and thereafter grant negotiation. The projects are expected not to exceed 48 months of realisation subject to the Pianoforte Grant Agreement being extended via an amendment.

• The call is open to research partners from all over the world (persons, groups and entities that are subject to EU financial administrative sanctions or are in an exclusion situation are barred from participation, cp. EURATOM Work Programme 2021 – 2022, p. 96-97, Exclusion[2]).

Information on how to submit proposals electronically is available in "Guidelines for applicants" and "Project description template" on the PIANOFORTE website (https://pianoforte-partnership.eu/).

2.2 Eligible organisations

• The following organisations are eligible to be funded:

o Beneficiaries of PIANOFORTE (see list of Beneficiaries at the time of the launch of the second call in Annex A.I);

o Affiliated Entities (see list of Affiliated entities at the time of the launch of the second call in Annex A.I);

o Third parties:

♣ Higher education establishments and other academic research institutions, in particular:

- Research oriented radiation protection institutions;

♣ Clinical/public health sector organisations, in particular those employing research teams working in hospitals/public health and/or other health care settings. Participation of Medical Doctors in the research teams is encouraged;

♣ Enterprises (all sizes of private companies). Participation of small and medium-size enterprises (SMEs) is encouraged.

Third parties can participate to PIANOFORTE in the frame of a project selected during the open call if they can be considered as "Participants" as defined in article 9 of the Grant Agreement and reiterated in Annex A.

Third parties may participate in transnational projects if they are able:

o to secure funding outside of PIANOFORTE;

o or to receive a partial financial support from a PIANOFORTE Beneficiary organisation or one of their Affiliated Entities subject to the conditions of "financial support to third parties" (See Annexes).

PIANOFORTE grant covers only partially the eligible costs declared by beneficiary or affiliated entity as "financial support to third party", as defined in Annex B. III.e. **The remaining eligible costs not granted**

[2] https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/opportunities/topic-details/horizon-euratom-2021-nrt-01-09

by PIANOFORTE shall be incurred - on its own resources - by beneficiary or affiliated entity which introduces the third party.

The list of funding agencies willing to support respective participants is published on the PIANOFORTE website (https://pianoforte-partnership.eu/) together with relevant national requirements, if applicable.

Gender equality plan

To be eligible, legal entities from Member States and Associated Countries that are public bodies, research organisations or higher education establishments (including private research organisations and higher education establishments) must have a gender equality plan, covering the following minimum process-related requirements:

- publication: a formal document published on the institution's website and signed by the top management;
- dedicated resources: commitment of resources and expertise in gender equality to implement the plan;
- data collection and monitoring: sex/gender disaggregated data on personnel (and students, for the establishments concerned) and annual reporting based on indicators;
- training: awareness raising/training on gender equality and unconscious gender biases for staff and decision-makers.

The GEP requirement does not apply to the business sector, special interest organisations or the non-profit sector.

A self-declaration will be requested at proposal stage.

2.3 Minimum Consortium Composition

• Each consortium is made up of the following members:

- **At least three legal entities** (Subcontractors **will not** be counted)
- **Each of the three must be established in a different EU Member State or Euratom Programme associated country (only Ukraine).**
- **All three legal entities must be independent of each other.**
- At least one (of 3 mentioned members) is an external entity (non-PIANOFORTE Beneficiary or non-Affiliated Entity) to the current PIANOFORTE consortium, participating in a proposal.*
- Eligible consortium shall fulfill all mentioned above conditions.

Please note that United Kingdom is not an EU member state and is not associated to EURATOM Programme!

* Please refer to the Third Party Participation Rules and Conditions on pages 20 and 21.

• Each consortium must nominate a **project coordinator** among the project's principal investigators. For practical administrative reasons it is recommended that the coordinator belongs to a PIANOFORTE Beneficiary organisation or one of their Affiliated Entities. However, an associated partner or a third party can be coordinator of a project.

The project coordinator will represent the consortium externally and towards the Call Secretariat of PIANOFORTE and PIANOFORTE coordination and will be responsible for its internal scientific management (such as controlling, reporting, intellectual property rights (IPR) issues and contact with the Call Secretariat or the PIANOFORTE coordination).

• Each project partner will be represented by one principal investigator only. Within a joint proposal, each project partner's principal investigator will be the contact person.

• Each principal investigator can submit only one proposal as project coordinator.

• Only transnational projects will be funded.

• The number of participants and their research contribution should be appropriate for the aims of the transnational research project and reasonably balanced in terms of international participation. Each transnational collaborative project should represent the critical mass to achieve ambitious scientific goals and should clearly demonstrate an added value from working together.

- Please be aware that any proposal that is not in compliance with the minimum requirements will be rejected.

2.4 Funding

• The funding of any participant (as defined in Annex A) follows the rules of the PIANOFORTE Grant Agreement as reproduced in annexes.

• The costs of third parties may be covered in accordance with the PIANOFORTE Grant agreement provisions if they are a third party giving in-kind contributions or a recipient of financial support to third parties.

Rules regarding third parties giving in-kind contributions are fixed in Annex B. III.c.

Rules regarding recipients of financial support to third parties are fixed in Annex B. III.e.

• The total budget available for this second PIANOFORTE Call for proposals is 13 M€.

• PIANOFORTE considers that proposals with total budget from 1.0 M€ up to 1.5 M€ would allow the specific challenges of the first PIANOFORTE Call to be addressed appropriately.

Costs of all the participants (included Associated Partners) shall be included in the total budget. Failure to comply with the established financial framework may result in the ineligibility of the proposal.

• *All associated partners* and *third parties giving in-kind contributions* must declare costs. If the declared costs are equal to 0 (zero), the *associated partners* or *third parties giving in-kind contributions* will not be counted towards the minimum consortium size and will be removed from the proposal.

• Funding is awarded for the duration of the project (see above General criteria) according to PIANOFORTE financial call conditions.

• See Annex B for more details on the PIANOFORTE funding regulations.

2.5 Guidance on the use of generative AI tools for the preparation of the proposal

When considering the use of generative artificial intelligence (AI) tools for the preparation of the proposal, it is imperative to exercise caution and careful consideration. The AI-generated content should be thoroughly reviewed and validated by the applicants to ensure its appropriateness and accuracy, as well as its compliance with intellectual property regulations. Applicants are fully responsible for the content of the proposal (even those parts produced by the AI tool) and must be transparent in disclosing which AI tools were used and how they were utilized.

Specifically, applicants are required to:

- Verify the accuracy, validity, and appropriateness of the content and any citations generated by the AI tool and correct any errors or inconsistencies.
- Provide a list of sources used to generate content and citations, including those generated by the AI tool. Double-check citations to ensure they are accurate and properly referenced.

• Be conscious of the potential for plagiarism where the AI tool may have reproduced substantial text from other sources. Check the original sources to be sure you are not plagiarizing someone else's work.
• Acknowledge the limitations of the AI tool in the proposal preparation, including the potential for bias, errors, and gaps in knowledge.

2.6 Further information

If you need additional information, please contact the Call Secretariat (CS.PIANOFORTE@ncbr.gov.pl), or your national PIANOFORTE Beneficiary organisation (see https://pianoforte-partnership.eu/).
For financial matters please contact: finance_pianoforte@irsn.fr

3. EVALUATION

The evaluation of the joint transnational project proposals will be organised as follows:

3.1 Formal check of proposals

The CS will check all proposals to ensure that they meet the call's formal criteria (date of submission; number of participating countries; category of partners; inclusion of at least one external entity (non-PIANOFORTE beneficiary or AE) to the current PIANOFORTE consortium participating in a proposal; inclusion of all necessary information in English; appropriate limits on length). Proposals passing eligibility check will be forwarded to the Peer Review Panel[3] (PRP) members for evaluation. Proposals not meeting the formal criteria will be declined without further review.

3.2 PEER-REVIEW of proposals

The reviewers of the PRP will carry out the evaluation according to specific evaluation criteria (see below), using a common evaluation form. The evaluation of submitted proposals will be aligned on the scoring system and criteria given in the European Commission's Work Programme.

The evaluators will also assess the adequation to the aim(s) and relevance to the PIANOFORTE Open Call 2024. If the PRP decides that the proposal is not adequate to the call, the proposal will be automatically rejected, regardless of its final score.

A scoring system from 0 to 5 will be used to evaluate the proposal's performance with respect to the different evaluation criteria. Scoring system: 0: fails or missing/incomplete information; 1: poor; 2: fair; 3: good; 4: very good; 5: excellent. The overall minimum threshold, applying to the sum of the three individual scores, will be 10. The minimum threshold for each criterion will be 3.

1) Excellence

a) Clarity and pertinence of the project's objectives, and the extent to which the proposed work is ambitious, and goes beyond the state of the art.

b) Soundness of the proposed methodology, including the underlying concepts, models, assumptions, inter-disciplinary approaches, appropriate consideration of the gender dimension in research and innovation content, and the quality of open science practices, including sharing and management of research outputs and engagement of citizens, civil society and end-users where appropriate.

[3] Peer Review Panel: international reviewers that will review the applications according to their expertise.

2) Impact

a) Credibility of the pathways to achieve the expected outcomes and impacts specified in the work programme, and the likely scale and significance of the contributions from the project.

b) Suitability and quality of the measures to maximise expected outcomes and impacts, as set out in the dissemination and exploitation plan, including communication activities.

3) Quality and efficiency of the implementation

a) Quality and effectiveness of the work plan, assessment of risks, and appropriateness of the effort assigned to work packages, and the resources overall.

b) Capacity and role of each participant, and the extent to which the consortium as a whole brings together the necessary expertise.

Each proposal will be evaluated by at least three PRP members, who will make first a written evaluation. Each proposal will be then discussed by all the PRP members in a final PRP meeting to agree on one merged ranking list for all three topics. A final consensus report will be written for each proposal.

In addition, the review panel will look into ethics issues included in submitted proposals (if applicable) and provide relevant recommendations or guidelines for applicants.

The whole evaluation process will be overseen by an independent observer.

3.3 Final decision on funding

One merged ranking list will be established for all four topics. However, the first four places will be secured for the best proposals out of each call topic.

A final decision, based on a proposal made by the Executive Board, will be made by the PIANOFORTE General Assembly, which is committed to follow the ranking list established by the Peer Review Panel.

The PIANOFORTE General Assembly will fund the first best projects in each call topic. A maximum of three projects per topic will be selected. If budget is available, the PIANOFORTE General Assembly will follow the ranking list afterwards.

4. REDRESS PROCEDURE

Applicants will have no possibility to rebut and appeal against the PRP evaluation or the decision taken by the PIANOFORTE General Assembly. However, applicants can appeal against the evaluation outcome, if they suspect a breach in the application of the evaluation and selection procedures. This redress procedure only covers the procedural aspects of the evaluation or eligibility checks. The redress will not call into question the scientific or technical judgement of the PRP experts.
In this case applicants shall submit their appeal to the PIANOFORTE Call Secretariat (cs.pianoforte@ncbr.gov.pl) via email, up to 14 calendar days after the communication of the selection results. The email containing the results of the evaluation will give detailed information on the appeal procedure.

5. FUNDED PROJECTS

5.1 PIANOFORTE Funding Agreement

A PIANOFORTE Funding Agreement will be signed in accordance with Annex B.

5.2 Funded Project Consortium Agreement

It will be the responsibility of the project coordinator of the winning consortium to draw up a funded project Consortium Agreement (CA) suitable to their own group in order to manage the delivery of the project activities, finances, intellectual property rights (IPR) and to avoid disputes which might be detrimental to the completion of the project.

Said consortium agreement shall be consistent with the terms of the PIANOFORTE Grant Agreement and the PIANOFORTE Consortium Agreement.

All the project partners must sign the funded project CA. IRSN as PIANOFORTE coordinator may request the transmission of the consortium agreement to verify if it has been signed. The call winning consortium is strongly encouraged to sign this funded project CA before the official project start date, and in any case the funded project CA has to be signed no later than one year after the official project start date. Further instructions will be provided by the PIANOFORTE coordinator to the coordinators of the projects selected for funding.

6. REPORTING REQUIREMENTS

Each project coordinator, on behalf of all participating partners, should submit to the PIANOFORTE coordinator various deliverables.

The deliverables (technical and financial), timing and conditions will be fixed in the PIANOFORTE Funding Agreement.

In addition, project coordinators could be asked to present the project results during PIANOFORTE meetings.

In case of ANY significant changes in the work program or the consortium composition, the project coordinator must inform as quickly as possible the PIANOFORTE coordinator, to decide upon the proper action to be taken.

ANNEX A. PARTICIPANTS

As defined in the Grant Agreement Number — 101061037 — PIANOFORTE (hereinafter referred to as the "PIANOFORTE Grant Agreement") "Participants" in the frame of an Open Call are 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.

I. ENTITIES CONSIDERED AS PARTICIPANTS AT THE LAUNCH OF THE SECOND OPEN CALL:

a) ENTITIES CONSIDERED AS BENEFICIARIES:

1**. INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE (IRSN)**, PIC 999480726, established in AV DE LA DIVISION LECLERC 31, FONTENAY AUX ROSES 92260, France,

2. BUNDESAMT FUER STRAHLENSCHUTZ (BfS), PIC 999517877, established in Willy-Brandt-Strasse 5, SALZGITTER 38226, Germany,

3. STOCKHOLMS UNIVERSITET (SU), PIC 999885022, established in UNIVERSITETSVAGEN 10, STOCKHOLM 10691, Sweden,

4. ASSOCIATION MELODI (Melodi), PIC 953916043, established in AVENUE DE LA DIVISION LECLERC 31 BP 17, FONTENAY AUX ROSES 92262, France,

5. STUDIECENTRUM VOOR KERNENERGIE / CENTRE D'ETUDE DE L'ENERGIE NUCLEAIRE (SCK CEN), PIC 999986775, established in AVENUE HERRMANN DEBROUX 40, BRUXELLES 1160, Belgium,

6. EUROPEAN RADIATION DOSIMETRY GROUP (EURADOS), PIC 994710072, established in INGOLSTADTER LANDSTR 1, OBERSCHLEISSHEIM 85764, Germany,

7. STATNI USTAV RADIACNI OCHRANY v.v.i. (SURO vvi), PIC 958902231, established in BARTOSKOVA 28, Praha 14000, Czechia,

8. ASSOCIATION DE LA PLATEFORME EUROPENNE NERIS (NERIS), PIC 937638085, established in 28 RUE DE LA REDOUTE, FONTENAY AUX ROSES 92260, France,

9. ASSOCIATION ALLIANCE EUROPEENNE ENRADIOECOLOGIE (ALLIANCE), PIC 937836062, established in AVENUE DE LA DIVISION LECLERC 31, FONTENAY-AUX-ROSES 92262, France,

10. EUROPEAN PLATFORM FOR SOCIAL SCIENCES AND HUMANITIES RESEARCH RELATING TO IONIZING RADIATION (SHARE), PIC 889520071, established in AVENUE HERRMANN-DEBROUX 40, BRUSSELS 1160, Belgium,

11. EUROPEAN ALLIANCE FOR MEDICAL RADIATION PROTECTION RESEARCH (EURAMED)EUROPAISCHE ALLIANZ FUR STRAHLENSCHUTZ-FORSCHUNG IMMEDIZIN (EURAMED), PIC 908209158, established in AM GESTADE 1, WIEN 1010, Austria,

12. INSTITUTUL DE FIZICA ATOMICA (IFA), PIC 999831284, established in STRADA ATOMISTILOR 407, MAGURELE 077125, Romania,

13. NEMZETI NÉPEGÉSZSÉGÜGYI ÉS GYÓGYSZERÉSZETI KÖZPONT - NATIONAL CENTRE FOR PUBLIC HEALTH AND PHARMACY (NNGYK) , PIC 998706957, established in ALBERT FLORIAN UT 2-6, BUDAPEST 1097, Hungary,

14. TARTU ULIKOOL (UTARTU), PIC 999895013, established in ULIKOOLI 18, TARTU 50090, Estonia,

15. GLOWNY INSTYTUT GORNICTWA - PAŃSTWOWY INSTYTUT BADAWCZY (GIG PIB), PIC 999516616, established in PLAC GWARKOW 1, KATOWICE 40 166, Poland,

16. NATIONAL CENTER FOR SCIENTIFIC RESEARCH "DEMOKRITOS" (NCSR "D"), PIC 999978239, established in END OF PATRIARCHOU GRIGORIOU E AND 27 NEAPOLEOS STREET, AGIA PARASKEVI 15341, Greece,

17. ITA-SUOMEN YLIOPISTO (UEF), PIC 991207984, established in YLIOPISTONRANTA 1E, KUOPIO 70211, Finland,

18. CENTRO DE INVESTIGACIONES ENERGETICAS, MEDIOAMBIENTALES Y TECNOLOGICAS-CIEMAT (CIEMAT), PIC 999614877, established in Avenida Complutense 40, MADRID 28040, Spain,

19. NARODOWE CENTRUM BADAN I ROZWOJU (NCBR), PIC 999519720, established in UL. CHMIELNA 69, WARSZAWA 00 801, Poland,

20. ISTITUTO SUPERIORE DI SANITA (ISS), PIC 999978821, established in Viale Regina Elena 299, ROMA 00161, Italy,

21. ENERGIATUDOMANYI KUTATOKOZPONT (EK), PIC 954721919, established in KONKOLY THEGE MIKLOS UT 29-33, Budapest 1121, Hungary,

22. INSTITUT JOZEF STEFAN (JSI), PIC 999971837, established in Jamova 39, LJUBLJANA 1000, Slovenia,

23. COMMISSARIAT A L ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA), PIC 999992401, established in RUE LEBLANC 25, PARIS 15 75015, France,

24. AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO SVILUPPO ECONOMICO SOSTENIBILE (ENEA), PIC 999988521, established in LUNGOTEVERE GRANDE AMMIRAGLIO THAON DI REVEL 76, ROMA 00196, Italy,

25. FORSVARET OG FORSVARSMINISTERIETS STYRELSER (MoD), PIC 958820072, established in DANNESKIOLD SAMSOES ALLE 1, KOBENHAVN 1060, Denmark,

26. HELMHOLTZ-ZENTRUM DRESDEN-ROSSENDORF EV (HZDR), PIC 999470541, established in BAUTZNER LANDSTRASSE 400, DRESDEN 01328, Germany,

27. ELLINIKI EPITROPI ATOMIKIS ENERGEIAS (EEAE), PIC 999564922, established in NEAPOLEOS 4 PATRIARCHOU GRIGORIOU, AGHIA PARASKEVI 153 10, Greece,

28. INSTITUT ZA MEDICINSKA ISTRAZIVANJA I MEDICINU RADA (IMROH Zagreb), PIC 998300333, established in Ksaverska 2, ZAGREB 10001, Croatia,

29. AGENCIA PORTUGUESA DO AMBIENTE IP (APA, I.P.), PIC 917950286, established in RUA DA MURGUEIRA 9/9A ZAMBUJAL AP, AMADORA 2611 865, Portugal,

30. INSTITUTO SUPERIOR TECNICO (IST), PIC 999992983, established in AVENIDA ROVISCO PAIS 1, LISBOA 1049 001, Portugal,

31. RIJKSINSTITUUT VOOR VOLKSGEZONDHEID EN MILIEU (RIVM), PIC 999991431, established in Antonie Van Leeuwenhoeklaan 9, BILTHOVEN 3721 MA, Netherlands,

32. STRALSAKERHETSMYNDIGHETEN (SSM), PIC 993882080, established in SOLNA STRANDVAG 96, STOCKHOLM 171 16, Sweden,

33. ISTITUTO NAZIONALE DI FISICA NUCLEARE (INFN), PIC 999992789, established in Via Enrico Fermi 54, FRASCATI 00044, Italy,

34. NATSIONALEN TSENTAR PO RADIOBIOLOGIYA I RADIATSIONNA ZASHTITA (NCRRP), PIC 973338256, established in ST GEORGY SOFIISKY 3, SOFIA 1606, Bulgaria,

35. URAD VEREJNEHO ZDRAVOTNICTVA SLOVENSKEJ REPUBLIKY (ÚVZSR), PIC 998575716, established in Trnavská cesta 52, BRATISLAVA 82645, Slovakia,

36. MINISTERO DELL'UNIVERSITÀ E DELLA RICERCA (MUR), PIC 894763406, established in Via Michele Carcani 61, Roma 00153, Italy,

37. ENVIRONMENTAL PROTECTION AGENCY OF IRELAND (EPA), PIC 999533882, established in JOHNSTOWN CASTLE ESTATE, WEXFORD -, Ireland,

38. SAECHSISCHES STAATSMINISTERIUM FUR WISSENSCHAFT, KULTUR UND TOURISMUS (SSWKT), PIC 998235634, established in WIGARDSTRASSE 17, Dresden 01097, Germany,

39. LATVIJAS ZINATNES PADOME (LZP), PIC 999546589, established in SMILSU IELA 8, RIGA 1050, Latvia,

b) ENTITIES CONSIDERED AS AFFILIATED ENTITIES:

The following entities which are linked to a beneficiary will participate in the action as 'affiliated entities':

Affiliated Entities present in the partnership from the beginning:

- **CENTRE D'ETUDE SUR L'EVALUATION DE LA PROTECTION DANS LE DOMAINE NUCLEAIRE (CEPN)**, PIC 991982044, linked to INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE (IRSN)
- **KOMMUNALFORBUNDET AVANCERAD STRALBEHANDLING (SKANDION)**, PIC 922888944, linked to STOCKHOLMS UNIVERSITET (SU)
- **KATHOLIEKE UNIVERSITEIT LEUVEN (KU Leuven)**, PIC 999991334, linked to STUDIECENTRUM VOOR KERNENERGIE / CENTRE D'ETUDE DE L'ENERGIE NUCLEAIRE (SCK CEN)
- **OTTO-VON-GUERICKE-UNIVERSITAET MAGDEBURG (OVGU)**, PIC 999873285, linked to EUROPEAN ALLIANCE FOR MEDICAL RADIATION PROTECTION RESEARCH (EURAMED) EUROPAISCHE ALLIANZ FUR STRAHLENSCHUTZFORSCHUNG IM MEDIZIN (EURAMED)
- **THE HENRYK NIEWODNICZANSKI INSTITUTE OF NUCLEAR PHYSICS, POLISH ACADEMY OF SCIENCES (IFJ PAN)**, PIC 999611579, linked to GLOWNY INSTYTUT GORNICTWA - PAŃSTWOWY INSTYTUT BADAWCZY (GIG PIB)
- **SATEILYTURVAKESKUS (STUK)**, PIC 999460744, linked to ITA-SUOMEN YLIOPISTO (UEF)
- **MERIENCE SCP (MERIENCE SCP)**, PIC 950195511, linked to CENTRO DE INVESTIGACIONES ENERGETICAS, MEDIOAMBIENTALES Y TECNOLOGICASCIEMAT (CIEMAT)
- **ELEKTROINSTITUT MILAN VIDMAR (EIMV)**, PIC 938196902, linked to INSTITUT JOZEF STEFAN (JSI)
- **UNIVERSITE DE CAEN NORMANDIE (UNICAEN)**, PIC 998737124, linked to COMMISSARIAT A L ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA)
- **INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE (INSERM)**, PIC 999997833, linked to COMMISSARIAT A L ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA)
- **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS)**, PIC 999997930, linked to COMMISSARIAT A L ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA)
- **UNIVERSITA DEGLI STUDI DI PAVIA (UNIPV)**, PIC 999893752, linked to AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO SVILUPPO ECONOMICO SOSTENIBILE (ENEA)
- **SVEUCILISTE U ZAGREBU RUDARSKO-GEOLOSKO-NAFTNI FAKULTET (UNIZG-RGNF)**, PIC 998157258, linked to INSTITUT ZA MEDICINSKA ISTRAZIVANJA I MEDICINU RADA (IMROH Zagreb)
- **NUCLEAR RESEARCH AND CONSULTANCY GROUP (NRG)**, PIC 999514579, linked to RIJKSINSTITUUT VOOR VOLKSGEZONDHEID EN MILIEU (RIVM)

New Affiliated Entities following Call 1:

- **FRENCH NATIONAL FIRE OFFICERS ACADEMY (ENSOSP),** PIC 961486408, linked to INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE (IRSN)
- **UNIVERSITY OF ANTWERP (UA),** PIC 999902870, linked to STUDIECENTRUM VOOR KERNENERGIE / CENTRE D'ETUDE DE L'ENERGIE NUCLEAIRE (SCK CEN)
- **GASTHUISZUSTERS ANTWERPEN UNIVERSITY HOSPITAL (GZA),** PIC 934592382, linked to STUDIECENTRUM VOOR KERNENERGIE / CENTRE D'ETUDE DE L'ENERGIE NUCLEAIRE (SCK CEN)
- **VENETO INSTITUTE OF ONCOLOGY (VIO),** PIC 968344405, linked to EUROPEAN RADIATION DOSIMETRY

GROUP (EURADOS)

- **UNIVERSITY OF SOUTH BOHEMIA IN CESKÉ BUDEJOVICE (USB),** PIC 999876292, linked to STATNI USTAV RADIACNI OCHRANY v.v.i. (SURO vvi),

- **NUCLEAR PHYSICS INSTITUTE OF THE CAS VVI (NPI),** PIC 999969412, linked to STATNI USTAV RADIACNI OCHRANY v.v.i. (SURO vvi)

- **SLOVAK MEDICAL UNIVERSITY IN BRATISLAVA (SZU),** PIC 999859802, linked to STATNI USTAV RADIACNI OCHRANY v.v.i. (SURO vvi)

- **AARHUS UNIVERSITY, DEPT. OF CLIN. MEDICINE (DCPT),** PIC 999997736, linked to STATNI USTAV RADIACNI OCHRANY v.v.i. (SURO vvi)

- **INSTITUTE FOR SAFETY PROBLEMS OF NUCLEAR POWER PLANTS OF NATIONAL ACADEMY OF SCIENCES (ISPNPP),** PIC 911819595, linked to ASSOCIATION DE LA PLATEFORME EUROPENNE NERIS (NERIS)

- **PDC-ARGOS ApS (PDC-ARGOS),** PIC 951569807, linked to ASSOCIATION DE LA PLATEFORME EUROPENNE NERIS (NERIS)

- **BARCELONA INSTITUTE FOR GLOBAL HEALTH (ISGLOBAL),** PIC 951414122, linked to CENTRO DE INVESTIGACIONES ENERGETICAS, MEDIOAMBIENTALES Y TECNOLOGICASCIEMAT (CIEMAT)

- **AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS (CSIC),** PIC 999991722, linked to CENTRO DE INVESTIGACIONES ENERGETICAS, MEDIOAMBIENTALES Y TECNOLOGICASCIEMAT (CIEMAT)

- **TECHNICAL UNIVERSITY OF DENMARK (DTU),** PIC 999990655, linked to FORSVARET OG FORSVARSMINISTERIETS STYRELSER (DEMA - MoD)

- **KARLSRUHE INSTITUTE OF TECHNOLOGY (KIT),** PIC 990797674, linked to HELMHOLTZ-ZENTRUM DRESDEN-ROSSENDORF EV (HZDR)

- **FACULTY OF DENTAL MEDICINE AND HEALTH OSIJEK (FDMH),** PIC 904575926, linked to INSTITUT ZA MEDICINSKA ISTRAZIVANJA I MEDICINU RADA (IMROH Zagreb)

- **FACULTY OF MEDICINE IN OSIJEK (MEFOS),** PIC 953305719, linked to INSTITUT ZA MEDICINSKA ISTRAZIVANJA I MEDICINU RADA (IMROH Zagreb)

- **RUDER BOŠKOVIC INSTITUTE (RBI),** PIC 999875031, linked to INSTITUT ZA MEDICINSKA ISTRAZIVANJA I MEDICINU RADA (IMROH Zagreb)

- **UNIVERSITY OF ZAGREB SCHOOL OF MEDICINE (UZSM)**, PIC 999933231, linked to INSTITUT ZA MEDICINSKA ISTRAZIVANJA I MEDICINU RADA (IMROH Zagreb)

- **POLYTECHNIC INSTITUTE OF LISBON (IPL),** PIC 947936284, linked to AGENCIA PORTUGUESA DO AMBIENTE IP (APA, I.P.)

- **ERASMUS MEDICAL CENTRE (ERASMUS MC),** PIC 999988424, linked to RIJKSINSTITUUT VOOR VOLKSGEZONDHEID EN MILIEU (RIVM)

- **MAASTRICHT UNIVERSITY (UM),** PIC 999975911, linked to RIJKSINSTITUUT VOOR VOLKSGEZONDHEID EN MILIEU (RIVM)

- **LUND UNIVERSITY (LU),** PIC 999901318, linked to STRALSAKERHETSMYNDIGHETEN (SSM)

c) ENTITIES CONSIDERED AS ASSOCIATED PARTNERS:

The following entities which cooperate with a beneficiary will participate in the action as 'associated partners':

- **DEPARTMENT OF HEALTH (DH)**, PIC 986454887
- **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE (UCAMB)**, PIC 999977172
- **THE UNIVERSITY OF EXETER (UEXT)**, PIC 999864555
- **DIREKTORATET FOR STRALEVERN OG ATOMSIKKERHET (DSA),** PIC 998081501
- **NORGES MILJO-OG BIOVITENSKAPLIGE UNIVERSITET (NMBU)**, PIC 999902967

II. NEW PARTICIPANTS INTEGRATED TO PIANOFORTE THROUGH THE OPEN CALL

Other entities than those mentioned in I. can be considered as participant due to their participation in a project presented in the frame of an Open Call.

In accordance with the PIANOFORTE Grant Agreement, a new entity can have one of the following statutes as Participant:

- **Affiliated entities:**

Affiliated Entities are entities with a legal link to the beneficiaries which implement parts of the action and are allowed to charge costs directly to the grant.

In such a case, the beneficiary linked to this participant shall communicate to the Call Secretariat of PIANOFORTE all the appropriate documents necessary to prove the status of Affiliated Entity before the proposals submission set for July 23, 2024.

The Call Secretariat of PIANOFORTE will transmit the document to IRSN as PIANOFORTE Coordinator which will transfer it to the European Commission.

The decision regarding the status of Affiliated Entity is taken by the European Commission. If an entity is considered as an Affiliated Entity, said entity will be listed in article 8 of the PIANOFORTE Grant Agreement.

WARNING: If the status of Affiliated Entity is rejected by the European Commission, the participant will be considered as another kind of participant with the financial consequences attached.

- **Associated partner**:

Associated Partners are entities which participate in the action, but without the right to charge costs or claim contributions.

In such a case, the participant shall communicate to the Call Secretariat of PIANOFORTE all the appropriate documents (indicating the PIC number) necessary to prove its status of associated partner.

New associated partners will be listed in article 9 of the PIANOFORTE Grant Agreement.

- **Third parties giving in-kind contributions:**

Third parties giving in-kind contributions means a third party which may give in-kind contributions to the action if necessary for the implementation.

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

They are not listed in the PIANOFORTE Grant Agreement.

- **Subcontractors:**

Subcontractors are entities providing, in the frame of a contract, goods, works or services that are part of the action tasks.

They are not listed in the PIANOFORTE Grant Agreement.

- **Recipients of financial support to third parties**

Recipients of financial support to third parties are third parties receiving a financial support (e.g. grants, prizes or similar forms of support) from a Beneficiary or an Affiliated Entity.

They are not listed in the PIANOFORTE Grant Agreement. Please note that *third parties receiving financial support* may: participate fully in the project and be funded by their beneficiary or associated entity, even if the beneficiary or associated entity does not itself participate in any research activities in a given project.

ANNEX B. FINANCIAL CALL CONDITIONS

I. Generalities

The funds for the grant awarded by PIANOFORTE through this call are provided in accordance with the applicable EURATOM and EU regulations[4] and the provisions of the PIANOFORTE Grant Agreement.

On behalf of the beneficiaries, IRSN as PIANOFORTE coordinator will conclude a PIANOFORTE Funding Agreement with the coordinator of the winning consortium.

The PIANOFORTE Funding Agreement is not negotiable.

Except the coordinator, Beneficiaries participating in the project and Beneficiaries not participating themselves to the project but receiving the funds on behalf of their Affiliated Entities as well as affiliated entities and recipients of financial support to third parties shall sign an accession form.

The accession form template will be in appendix of each PIANOFORTE Funding Agreement.

Subcontractors do not have to sign the accession form mentioned hereinabove. Each Participant shall sign all the appropriate documents with its subcontractors to ensure that the obligations of the PIANOFORTE Funding Agreement are respected.

For information, the form of this accession form is similar to the accession form signed in the frame of the PIANOFORTE Grant Agreement.

In accordance with article 7 of PIANOFORTE Grant Agreement, if a Beneficiary rely on affiliated entities or other Participants, said Beneficiary retains sole responsibility towards the granting authority and the other beneficiaries.

The PIANOFORTE Funding Agreement will specify for example:

- the participants to the action,
- the scope of the action, its duration and deliverables expected from selected consortium,
- the amount of EURATOM funding to be granted to the selected consortium with the foreseen payment schedule and the modalities of payment.

Please note that an explanation on the use of resources and the information regarding subcontracting, in-kind contributions provided by third parties or financial support to third parties from each Beneficiary and from each Affiliated Entity, for the reporting period concerned may be necessary.

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[4] For example, COMMISSION IMPLEMENTING DECISION of 24.6.2022 amending Commission Implementing Decision C(2021)4201 on the adoption of the work programme for 2021-2022 for research and training activities in the framework of the Research and Training Programme of the European Atomic Energy Community (2021-2025) and of the work programme for 2021-2025 for the co-funded European Partnerships in the Research and Training Programme of the European Atomic Energy Community (2021-2025)
Consequently, actions are co-funded through a EURATOM contribution, which will be awarded through this call in the condition mentioned hereafter.

Cost linked to “B-subcontracting” and “D. Other cost categories” (financial support to third parties, internally invoiced goods and services or Euratom Cofund staff mobility costs) will not be taken into account for the indirect cost flat-rate

Annex C sets out the cost eligibility rules.

II. Financial content of the proposal

Proposals must include the estimated eligible total costs of the action. These estimated eligible total costs are used to calculate the maximum grant amount awarded through this call.

Beneficiaries provide their own estimated costs and those of their Affiliated Entities', subcontractors, third parties giving in-kind contributions to the action and recipient of financial support to third party.

The template for the estimated budget is accessible on the PIANOFORTE Website.

III. Rules of funding depending on the situation of each participant to a project

a. Beneficiaries and Affiliated Entities

Beneficiaries and Affiliated Entities are funded according to the rules of the PIANOFORTE Grant Agreement and PIANOFORTE Consortium Agreement concerning the distribution of funds.

Beneficiaries or Affiliated Entities use their own resources or in-kind contributions from third parties to implement the action.

The actually incurred costs must be eligible under the PIANOFORTE Grant Agreement (in particular Article 6).

In the frame of the open call, the grant reimburses 63% of these costs.

The co-funding for the 37% remaining and all other costs shall be incurred by the Beneficiary/the Affiliated Entity on its own funds.

The amount granted and the modalities of payment are described in the PIANOFORTE Funding Agreement.

When an Affiliated Entity is participating in the same project as its Beneficiary:

The sum transferred by IRSN as PIANOFORTE coordinator to a Beneficiary will include the sums due to the Beneficiary, its Affiliated Entities, its subcontractors, its third parties giving in-kind contributions and its recipients of financial support to third party.

When an Affiliated Entity is participating in a project without its Beneficiary:

IRSN will transfer the sums due to the Beneficiary even if it is not participating to the project selected to the Open Call.

The sum transferred by IRSN as PIANOFORTE coordinator to the Beneficiary will include the sums due to its Affiliated Entities, its subcontractors, its third parties giving in-kind contributions and its recipients of financial support to third party.

In all cases:

Each Beneficiary is in charge of transferring the funds to its Affiliated Entities, its third parties giving in-kind contributions or its recipients of financial support to third party.

Each Affiliated Entity is in charge of transferring the funds to its subcontractors, its third parties giving in-kind contributions or its recipients of financial support to third party.

Each Beneficiary shall sign all the appropriate documents with its Affiliated Entities, its subcontractors, its third parties giving in-kind contributions, its recipients of financial support to third party to ensure that the obligations of the PIANOFORTE Grant Agreement and the PIANOFORTE Consortium Agreement are respected.

Each Affiliated Entity shall sign all the appropriate documents with its subcontractors, its third parties giving in-kind contributions, its recipients of financial support to third party to ensure that the obligations of the PIANOFORTE Grant Agreement and the PIANOFORTE Consortium Agreement are respected.

b. Associated partner

Associated Partners cannot be financed in the frame of PIANOFORTE.

c. Third parties giving in-kind contributions:

In accordance with article 9.2 of the PIANOFORTE Grant Agreement reproduced in appendix B, the costs of third parties giving in-kind contributions will be included in Annex 2 of the PIANOFORTE Grant Agreement as part of their beneficiaries' costs.

In-kind contributions provided by third parties free of charge may be declared as eligible direct costs by the beneficiaries which use them (under the same conditions as if they were their own) provided that they concern only direct costs and that the third parties and their in-kind contributions are set out in Annex 1 of the PIANOFORTE Grant Agreement (or approved ex post in the periodic report, if their use does not entail changes to the PIANOFORTE Grant Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants; 'simplified approval procedure').

d. Subcontractors

In accordance with article 9.3 reproduced in appendix B, the costs of subcontractors will be included in Annex 2 of the PIANOFORTE Grant Agreement as part of their beneficiaries' costs.

e. Recipients of financial support to third parties.

Only entities established in Euratom Member States and Euratom associated countries (such as Ukraine) are eligible for receiving the financial support to third parties.

Persons, groups and entities subject to EU sanctions cannot participate and cannot be funded.

Funding of recipient of financial support to third parties shall respect the conditions of the PIANOFORTE Grant Agreement such as article 6.2 D.1 of the Grant agreement reproduced in appendix C.

The maximum amount of eligible costs to be declared and granted by beneficiary as "financial support to third parties", for each recipient of financial support to third party, is:

- **EUR 300 000** for actions justifying the establishment of a Ph.D. or post doc contract or
- **EUR 100 000** in other cases of activities for the implementation of the roadmap for research in radiation protection.

WARNING: The ceiling mentioned hereinabove is global ceiling for all the calls organized in the frame of PIANOFORTE.

PIANOFORTE shall reimburse 63% of the eligible costs submitted to the European Commission as “financial support to third party” by the beneficiary to which the recipient is linked.

Such eligible costs must systematically be consistent with the actual amount of money transferred by beneficiary to financial support to third parties recipient. The 37% remaining must be incurred by beneficiary’s own resources.

Any agreement between the beneficiary and its financial support to third parties recipient in which the recipient would agree to contribute to beneficiary’s 37% part of ‘uncovered’ financial support to third parties costs would contradict rules of PIANOFORTE Grant Agreement

The recipient of financial support to third parties will be paid by its Beneficiary or its Affiliated Entity.

f. No funding possible

Participants from non-EURATOM Countries (except Euratom associated countries mentioned in e.) or under sanction by the European Union cannot be financed in the frame of PIANOFORTE.

ANNEX C. COSTS ELIGIBILITY RULES

The following costs eligibility rules which are a copy of the articles of the PIANOFORTE Grant Agreement shall apply in the frame of the Open Call. The rules shall apply as follows:

- Any reference to "Beneficiaries" in the following provisions shall be read mutatis mutandis as a reference to any kind of Participant as defined in appendix A participating in the frame of an Open Call.
- Any reference to the period set out in Article 4 shall be read as a reference to the duration of the project;
- Any reference to the entry into force set out in Article 44 shall be read as the date of entry into force of the PIANOFORTE Funding Agreement.
- Any reference to Annex 1 or Annex 2 of the Grant Agreement shall be read as a reference to the applicant consortiums proposal, and, where applicable, its budget.
- Any reference to Annex 3 only concerns Beneficiaries as defined and listed in the PIANOFORTE Grant Agreement
- The points of the Data Sheet mentioned in the following articles have been reproduced in Appendix E. However, please note that all the data (figures for example) mentioned in this Data Sheet concern the PIANOFORTE Project in its globality as financed by the European Commission and not the project submitted in the frame of this Open Call.

All the articles mentioned have been reproduced in this appendix or in appendix D.

The provisions reproduced hereinafter are a copy of the articles of the PIANOFORTE Grant Agreement. The numbering has not been modified.

"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

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

(ii) (ii) the work must be properly implemented by the beneficiary in accordance with Annex 1

(iii) (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) (i) they must fulfil the general eligibility conditions for the type of cost concerned

(ii) (ii) the cost accounting practices must be applied in a consistent manner, based on objective

(iii) 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).

In-kind contributions provided by third parties free of charge may be declared as eligible direct costs by the beneficiaries which use them (under the same conditions as if they were their own, provided that they concern only direct costs and that the third parties and their in-kind contributions are set out in Annex 1 (or approved ex post in the periodic report, if their use 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').

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 (including net payments during parental leave), 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 actual time spent on parental leave by a person assigned to the action may be deducted from the 215 days indicated in the above formula.

The total number of day-equivalents declared in EU grants, for a person for a year, cannot be higher than 215, minus time spent on parental leave (if any).

For personnel which receives supplementary payments for work in projects (project-based remuneration), the personnel costs must be calculated at a rate which:

- corresponds to the actual remuneration costs paid by the beneficiary for the time worked by the person in the action over the reporting period
- does not exceed the remuneration costs paid by the beneficiary for work in similar projects funded by national schemes ('national projects reference')
- is defined based on objective criteria allowing to determine the amount to which the person is entitled

and

- reflects the usual practice of the beneficiary to pay consistently bonuses or supplementary payments for work in projects funded by national schemes.

The national projects reference is the remuneration defined in national law, collective labour agreement or written internal rules of the beneficiary applicable to work in projects funded by national schemes.

If there is no such national law, collective labour agreement or written internal rules or if the project based remuneration is not based on objective criteria, the national project reference will be the average remuneration of the person in the last full calendar year covered by the reporting period, excluding remuneration paid for work in EU actions.

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

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

and

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

A.2 and **A.3 Costs for natural persons working under a direct contract** other than an employment contract and costs **for seconded persons by a third party against payment** are also eligible as personnel costs, if they are assigned to the action, fulfil the 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[5] 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 eligibility conditions and are calculated as unit costs in accordance with the method set out in Annex 2a.

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[5] *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.

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

C.2 Equipment

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

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

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

(b) for prizes (or similar):

(i) the eligibility and award criteria

(ii) the amount of the prize and

(iii) the payment arrangements.

This cost will not be taken into account for the indirect cost flat-rate.

D.2 Internally invoiced goods and services

Costs for internally invoiced goods and services directly used for the action may be declared as unit cost according to usual cost accounting practices, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions for such unit costs and the amount per unit is calculated:

- using the actual costs for the good or service recorded in the beneficiary's accounts, attributed either by direct measurement or on the basis of cost drivers, and excluding any cost which are ineligible or already included in other budget categories; the actual costs may be adjusted on the basis of budgeted or estimated elements, if they are relevant for calculating the costs, reasonable and correspond to objective and verifiable information

and

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

'Internally invoiced goods and services' means goods or services which are provided within thebeneficiary's organisation directly for the action and which the beneficiary values on the basis of its usual cost accounting practices.

This cost will not be taken into account for the indirect cost flat-rate.

D.6 Euratom Cofund staff mobility costs

Euratom Cofund staff mobility costs are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions and are calculated as unit cost in accordance with the method set out in Annex 2a.

This cost will not be taken into account for the indirect cost flat-rate.

Indirect costs

E. Indirect costs

Indirect costs will be reimbursed at the flat-rate of 25% of the eligible direct costs (categories A-D, except volunteers costs, subcontracting costs, financial support to third parties 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: not applicable

(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[6] 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

[6] *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".*

(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.

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, but the costs for the in-kind contributions are eligible and may be charged by the beneficiaries which use them, under the conditions set out in Article 6. The costs will be included in Annex 2 as part of the beneficiaries' costs.

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

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 third parties giving in-kind contributions.

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."

ANNEX D. OBLIGATIONS APPLICABLE TO ALL PARTICIPANTS

All Participants as defined in Appendix A, when applying to this call, accept the rules of this call and in particular the articles of the PIANOFORTE Grant Agreement reproduced hereinafter. The rules shall apply as follows:

- Any reference to "Beneficiaries" in the following provisions shall be read mutatis mutandis as a reference to any kind of Participant as defined in appendix A participating in the frame of an Open Call.
- Any reference to the period set out in Article 4 shall be read as a reference to the duration of the project;
- Any reference to the entry into force set out in Article 44 shall be read as the date of entry into force of the PIANOFORTE Funding Agreement.
- Any reference to Annex 1 or Annex 2 of the Grant Agreement shall be read as a reference to the applicant consortiums proposal, and, where applicable, its budget.
- Any reference to Annex 3 only concerns Beneficiaries as defined and listed in the PIANOFORTE Grant Agreement
- The points of the Data Sheet mentioned in the following articles have been reproduced in Appendix E. However, please note that all the data (figures for example) mentioned in this Data Sheet concern the PIANOFORTE Project in its globality as financed by the European Commission and not the project submitted in the frame of this Open Call.

The provisions mentioned hereinafter are a copy of the articles of the PIANOFORTE Grant Agreement. The numbering has not been modified.

In particular, each participant agrees to respect the following articles of the PIANOFORTE Grant Agreement:

"

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.

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'12 (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

The following entities which are linked to a beneficiary will participate in the action as 'affiliated entities':

Affiliated Entities present in Call 1:

- CENTRE D'ETUDE SUR L'EVALUATION DE LA PROTECTION DANS LE DOMAINE NUCLEAIRE (CEPN), PIC 991982044, linked to INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE (IRSN)

- KOMMUNALFORBUNDET AVANCERAD STRALBEHANDLING (SKANDION), PIC 922888944, linked to STOCKHOLMS UNIVERSITET (SU)

- KATHOLIEKE UNIVERSITEIT LEUVEN (KU Leuven), PIC 999991334, linked to STUDIECENTRUM VOOR KERNENERGIE / CENTRE D'ETUDE DE L'ENERGIE NUCLEAIRE (SCK CEN)

- OTTO-VON-GUERICKE-UNIVERSITAET MAGDEBURG (OVGU), PIC 999873285, linked to EUROPEAN ALLIANCE FOR MEDICAL RADIATION PROTECTION RESEARCH (EURAMED)EUROPAISCHE ALLIANZ FUR STRAHLENSCHUTZFORSCHUNG IM MEDIZIN (EURAMED)

- THE HENRYK NIEWODNICZANSKI INSTITUTE OF NUCLEAR PHYSICS, POLISH ACADEMY OF SCIENCES (IFJ PAN), PIC 999611579, linked to GLOWNY INSTYTUT GORNICTWA (GIG)

- SATEILYTURVAKESKUS (STUK), PIC 999460744, linked to ITA-SUOMEN YLIOPISTO (UEF)

- MERIENCE SCP (MERIENCE SCP), PIC 950195511, linked to CENTRO DE INVESTIGACIONES ENERGETICAS, MEDIOAMBIENTALES Y TECNOLOGICASCIEMAT (CIEMAT)

- Elektroinstitut Milan Vidmar (EIMV), PIC 938196902, linked to INSTITUT JOZEF STEFAN (JSI)

- UNIVERSITE DE CAEN NORMANDIE (UNICAEN), PIC 998737124, linked to COMMISSARIAT A L ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA)

- INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE (INSERM), PIC 999997833, linked to COMMISSARIAT A L ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA)

- CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS), PIC 999997930, linked to COMMISSARIAT A L ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA)

- UNIVERSITA DEGLI STUDI DI PAVIA (UNIPV), PIC 999893752, linked to AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO SVILUPPO ECONOMICO SOSTENIBILE (ENEA)

- SVEUCILISTE U ZAGREBU RUDARSKO-GEOLOSKO-NAFTNI FAKULTET (UNIZG-RGNF), PIC 998157258, linked to INSTITUT ZA MEDICINSKA ISTRAZIVANJA I MEDICINU RADA (IMROH Zagreb)

- NUCLEAR RESEARCH AND CONSULTANCY GROUP (NRG), PIC 999514579, linked to RIJKSINSTITUUT VOOR VOLKSGEZONDHEID EN MILIEU (RIVM)

New Affiliated Entities integrated in Call 2 following the Call 1:

- FRENCH NATIONAL FIRE OFFICERS ACADEMY (ENSOSP), PIC 961486408, linked to INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE (IRSN)

- UNIVERSITY OF ANTWERP (UA), PIC 999902870, linked to STUDIECENTRUM VOOR KERNENERGIE / CENTRE D'ETUDE DE L'ENERGIE NUCLEAIRE (SCK CEN)

- GASTHUISZUSTERS ANTWERPEN UNIVERSITY HOSPITAL (GZA), PIC 934592382, linked to STUDIECENTRUM VOOR KERNENERGIE / CENTRE D'ETUDE DE L'ENERGIE NUCLEAIRE (SCK CEN)

- VENETO INSTITUTE OF ONCOLOGY (VIO), PIC 968344405, linked to EUROPEAN RADIATION DOSIMETRY GROUP (EURADOS)

- UNIVERSITY OF SOUTH BOHEMIA IN CESKÉ BUDEJOVICE (USB), PIC 999876292, linked to STATNI USTAV RADIACNI OCHRANY v.v.i. (SURO vvi),

- NUCLEAR PHYSICS INSTITUTE OF THE CAS VVI (NPI), PIC 999969412, linked to STATNI USTAV RADIACNI OCHRANY v.v.i. (SURO vvi)

- SLOVAK MEDICAL UNIVERSITY IN BRATISLAVA (SZU), PIC 999859802, linked to STATNI USTAV RADIACNI OCHRANY v.v.i. (SURO vvi)

- AARHUS UNIVERSITY, DEPT. OF CLIN. MEDICINE (DCPT), PIC 999997736, linked to STATNI USTAV RADIACNI OCHRANY v.v.i. (SURO vvi)

- INSTITUTE FOR SAFETY PROBLEMS OF NUCLEAR POWER PLANTS OF NATIONAL ACADEMY OF SCIENCES (ISPNPP), PIC 911819595, linked to ASSOCIATION DE LA PLATEFORME EUROPENNE NERIS (NERIS)

- PDC-ARGOS ApS (PDC-ARGOS), PIC 951569807, linked to ASSOCIATION DE LA PLATEFORME EUROPENNE NERIS (NERIS)

- BARCELONA INSTITUTE FOR GLOBAL HEALTH (ISGLOBAL), PIC 951414122, linked to CENTRO DE INVESTIGACIONES ENERGETICAS, MEDIOAMBIENTALES Y TECNOLOGICASCIEMAT (CIEMAT)

- AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS (CSIC), PIC 999991722, linked to CENTRO DE INVESTIGACIONES ENERGETICAS, MEDIOAMBIENTALES Y TECNOLOGICASCIEMAT (CIEMAT)

- TECHNICAL UNIVERSITY OF DENMARK (DTU), PIC 999990655, linked to FORSVARET OG FORSVARSMINISTERIETS STYRELSER (DEMA - MoD)

- KARLSRUHE INSTITUTE OF TECHNOLOGY (KIT), PIC 990797674, linked to HELMHOLTZ-ZENTRUM DRESDEN-ROSSENDORF EV (HZDR)

- FACULTY OF DENTAL MEDICINE AND HEALTH OSIJEK (FDMH), PIC 904575926, linked to INSTITUT ZA MEDICINSKA ISTRAZIVANJA I MEDICINU RADA (IMROH Zagreb)

- FACULTY OF MEDICINE IN OSIJEK (MEFOS), PIC 953305719, linked to INSTITUT ZA MEDICINSKA ISTRAZIVANJA I MEDICINU RADA (IMROH Zagreb)

- RUDER BOŠKOVIC INSTITUTE (RBI), PIC 999875031, linked to INSTITUT ZA MEDICINSKA ISTRAZIVANJA I MEDICINU RADA (IMROH Zagreb)

- UNIVERSITY OF ZAGREB SCHOOL OF MEDICINE (UZSM), PIC 999933231, linked to INSTITUT ZA MEDICINSKA ISTRAZIVANJA I MEDICINU RADA (IMROH Zagreb)

- POLYTECHNIC INSTITUTE OF LISBON (IPL), PIC 947936284, linked to AGENCIA PORTUGUESA DO AMBIENTE IP (APA, I.P.)

- ERASMUS MEDICAL CENTRE (ERASMUS MC), PIC 999988424, linked to RIJKSINSTITUUT VOOR VOLKSGEZONDHEID EN MILIEU (RIVM)

- MAASTRICHT UNIVERSITY (UM), PIC 999975911, linked to RIJKSINSTITUUT VOOR VOLKSGEZONDHEID EN MILIEU (RIVM)

- LUND UNIVERSITY (LU), PIC 999901318, linked to STRALSAKERHETSMYNDIGHETEN (SSM)

Affiliated entities can charge costs and contributions to the action under the same conditions as the beneficiaries and must implement the action tasks attributed to them in Annex 1 in accordance with Article 11.

Their costs and contributions will be included in Annex 2 and will be taken into account for the calculation of the grant.

The beneficiaries must ensure that all their obligations under this Agreement also apply to their affiliated entities.

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 affiliated entities.

Breaches by affiliated entities will be handled in the same manner as breaches by beneficiaries.

Recovery of undue amounts will be handled through the beneficiaries.

If the granting authority requires joint and several liability of affiliated entities (see Data Sheet, Point 4.4), they must sign the declaration set out in Annex 3a and may be held liable in case of enforced recoveries against their beneficiaries (see Article 22.2 and 22.4).

ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION

9.1 Associated partners

The following entities which cooperate with a beneficiary will participate in the action as 'associated partners':

- Department of Health (DH), PIC 986454887

- THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE (UCAMB), PIC 999977172

- THE UNIVERSITY OF EXETER (UEXT), PIC 999864555

- DIREKTORATET FOR STRALEVERN OG ATOMSIKKERHET (DSA), PIC 998081501

- NORGES MILJO-OG BIOVITENSKAPLIGE UNIVERSITET (NMBU), PIC 999902967

Associated partners must implement the action tasks attributed to them in Annex 1 in accordance with Article 11. They may not charge costs or contributions to the action and the costs for their tasks are not eligible.

The tasks must be set out in Annex 1.

The beneficiaries must ensure that their contractual obligations under Articles 11 (proper implementation), 12 (conflict of interests), 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 associated partners.

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 associated partners.

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, but the costs for the in-kind contributions are eligible and may be charged by the beneficiaries which use them, under the conditions set out in Article 6. The costs will be included in Annex 2 as part of the beneficiaries' costs.

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

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 third parties giving in-kind contributions.

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/EC13
- 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.).

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[7]
- 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:

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[7] *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).*

- 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[8] 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 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[9].

15.2 Data processing by the beneficiaries

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[8] 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).

[9] *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).*

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[10]).

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.

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.

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10 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).

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).

"© – [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):

Funded by the European Union

Co-funded by the European Union

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

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

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

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

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.

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:

(iii) (i) the decision to award the grant or

(iv) (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

(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.

Each beneficiary's financial responsibility in case of recovery is in principle limited to their own debt and undue amounts of their affiliated entities.

In case of enforced recoveries (see Article 22.4), affiliated entities will be held liable for repaying debts of their beneficiaries, 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.

The contribution to the Mutual Insurance Mechanism will be retained from the prefinancing payments (at the rate and in accordance with the modalities set out in the Data Sheet, see Point 4.2) and transferred to the Mechanism.

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:

{total accepted EU contribution for the beneficiary

minus

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

If the balance is **positive**, the amount will be included in the next interim or 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).

If payment is not made to the coordinator by the date specified in the confirmation letter, the granting authority may call on the Mutual Insurance Mechanism to intervene, if continuation of the action is guaranteed and the conditions set out in the rules governing the Mechanism are met.

In this case, it will send a beneficiary recovery letter, together with a debit note with the terms and date for payment.

The debit note for the beneficiary will include the amount calculated for the affiliated entities which also had to end their participation (if any).

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.

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 (— with the exception of income generated by the exploitation of results, which are not considered as revenues).

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:

{final grant amount

minus

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

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

The amount retained for the Mutual Insurance Mechanism (see above) will be released and paid to the coordinator (in accordance with the rules governing the Mechanism).

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 — despite the release of the Mutual Insurance Mechanism contribution — 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 a report on the distribution of payments to the beneficiaries within 30 days of receiving notification 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) and the coordinator has submitted the report on the distribution of

payments, it will calculate the **share of the debt per beneficiary**, by:

(a) identifying the beneficiaries for which the amount calculated as follows is negative:

{{{total accepted EU contribution for the beneficiary

divided by

total accepted EU contribution for the action}

multiplied by

final grant amount for the action},

minus

{prefinancing and interim payments received by the beneficiary (if any)}}

and

(b) dividing the debt:

{{amount calculated according to point (a) for the beneficiary concerned

divided by

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

multiplied by

the amount to be recovered}.

and confirm the amount to be recovered from each beneficiary concerned (**confirmation letter**), together with **debit notes** with the terms and date for payment.

The debit notes for beneficiaries will include the amounts calculated for their affiliated entities (if any). If the coordinator has not submitted the report on the distribution of payments, the granting authority will recover the full amount from the coordinator (**confirmation letter** and **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

<u>Step 1 — Calculation of the revised total accepted EU contribution</u>

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:

{{total accepted EU contribution for the beneficiary

divided by

total accepted EU contribution for the action}

multiplied by

final grant amount for the action}.

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

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

If no observations are submitted (or the granting authority decides to pursue recovery despite the observations it has received), it will confirm the amount to be recovered (**confirmation letter**), together with a debit 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) financial guarantee(s): not applicable

(c) joint and several liability of beneficiaries: not applicable

(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.

If the Mutual Insurance Mechanism was called on by the granting authority to intervene, recovery will be continued in the name of the Mutual Insurance Mechanism. If two debit notes were sent, the second one (in the name of the Mutual Insurance Mechanism) will be considered to replace the first

one (in the name of the granting authority). Where the MIM intervened, offsetting, enforceable decisions or any other of the above-mentioned forms of enforced recovery may be used mutatis mutandis.

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 2015/236617 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 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

Not applicable

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[11] (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)

Beneficiaries which:

- use unit, flat rate or lump sum costs or contributions according to documented (i.e. formally approved and in writing) usual costs accounting practices (if any) or

- have formalised documentation on the systems and processes for calculating their costs and contributions (i.e. formally approved and in writing), have participated in at least 150 actions under Horizon 2020 or the Euratom Research and Training Programme (2014-2018 or 2019-2020) and participate in at least 3 ongoing actions under Horizon Europe or the Euratom Research and Training Programme (2021-2025 or 2026-2027) may apply to the granting authority for a systems and process audit (SPA).

This audit will be carried out as follows:

Step 1 – Application by the beneficiary.

Step 2 – If the application is accepted, the granting authority will carry out the systems and process audit, complemented by an audit of transactions (on a sample of the beneficiary's Horizon Europe or the Euratom Research and Training Programme financial statements).

Step 3 – The audit result will take the form of a risk assessment classification for the beneficiary: low, medium or high.

Low-risk beneficiaries will benefit from less (or less in-depth) ex-post audits (see Article 25) and a higher threshold for submitting certificates on the financial statements (CFS; see Articles 21 and 24.2 and Data Sheet, Point 4.3).

24.5 Consequences of non-compliance

11 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[12] and No 2185/96[13]
- 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.

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[12] 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).

[13] 20 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).

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

(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).

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:

(f) the required report (see Article 21) has not been submitted or is not complete or additional information is needed

(g) 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

(h) 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:

(iii) linked action issues: not applicable

(iv) the action has lost its scientific or technological relevance, for EIC Accelerator actions:

the action has lost its economic relevance, for challenge-based EIC Pathfinder actions and Horizon Europe Missions: the action has lost its relevance as part of the Portfolio for which it has been initially selected

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

(c) 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)

(d) 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

(e) 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

(f) 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.)

(g) a beneficiary (or person with unlimited liability for its debts) is in breach of social security or tax obligations

(h) 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

(i) 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

(j) 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)

(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:

(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.)

(l) 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)

(m) 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

(n) other:

(iii) linked action issues: not applicable

(iv) the action has lost its scientific or technological relevance, for EIC Accelerator actions:

the action has lost its economic relevance, for challenge-based EIC Pathfinder actions and Horizon Europe Missions: the action has lost its relevance as part of the Portfolio for which it has been initially selected

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 2988/9521).

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.

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 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 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES

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.

ANNEX 5

SPECIFIC RULES

CONFIDENTIALITY AND SECURITY (— ARTICLE 13)

Sensitive information with security recommendation

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

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

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

EU classified information

If EU classified information is used or generated by the action, it must be treated in accordance with the security classification guide (SCG) and security aspect letter (SAL) set out in Annex 1 and Decision 2015/444[14] and its implementing rules — until it is declassified.

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

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

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

ETHICS (— ARTICLE 14)

Ethics and research integrity

The beneficiaries must carry out the action in compliance with:

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

and

- applicable EU, international and national law, including the EU Charter of

Fundamental Rights and the European Convention for the Protection of Human Rights and Fundamental Freedoms and its Supplementary Protocols.

[14] 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).

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

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

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

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

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

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

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

In addition, the beneficiaries must respect the fundamental principle of research integrity — as set out in the European Code of Conduct for Research Integrity[15].

This implies compliance with the following principles:

- reliability in ensuring the quality of research reflected in the design, the methodology, the analysis and the use of resources
- honesty in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way
- respect for colleagues, research participants, society, ecosystems, cultural heritage and the environment
- accountability for the research from idea to publication, for its management and organisation, for training, supervision and mentoring, and for its wider impacts and means that beneficiaries must ensure that persons carrying out research tasks follow the good research practices including ensuring, where possible, openness, reproducibility and traceability and refrain from the research integrity violations described in the Code.

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

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

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

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

VALUES (— ARTICLE 14)

Gender mainstreaming

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

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

Definitions

Access rights — Rights to use results or background.

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

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

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

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

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

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

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

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

Scope of the obligations

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

Agreement on background

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

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

Ownership of results

Results are owned by the beneficiaries that generate them.

However, two or more beneficiaries own results jointly if:

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

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

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

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

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

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

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

Protection of results

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

Exploitation of results

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

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

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

Additional exploitation obligations

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

Where the call conditions impose additional exploitation obligations in case of a public emergency, the beneficiaries must (if requested by the granting authority) grant for a limited period of time specified in the request, non-exclusive licences — under fair and reasonable conditions — to their results to legal entities that need the results to address the public

emergency and commit to rapidly and broadly exploit the resulting products and services at fair and reasonable conditions. This provision applies up to four years after the end of the action (see Data Sheet, Point 1).

Additional information obligation relating to standards

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

Transfer and licensing of results

Transfer of ownership

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

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

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

Granting licences

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

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

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

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

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

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

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

The granting authority may request additional information.

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

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

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

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

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

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

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

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

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

24 of the Euratom Treaty).

The granting authority may request additional information.

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

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

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

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

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

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

The request must:

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

The granting authority may request additional information.

Access rights to results and background

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

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

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

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

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

Access rights for implementing the action

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

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

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

Access rights for exploiting the results

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

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

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

Access rights for entities under the same control

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

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

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

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

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

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

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

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

- the access rights will be used only for the intended purpose and

- appropriate confidentiality obligations are in place.

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

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

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

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

Additional access rights

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

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

Dissemination

Dissemination of results

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

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

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

Additional dissemination obligations

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

Open Science

Open science: open access to scientific publications

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

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

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

Metadata of deposited publications must be open under a Creative Common Public Domain Dedication (CC 0) or equivalent, in line with the FAIR principles (in particular machine-actionable) and provide information at least about the following: publication (author(s), title,

date of publication, publication venue); Horizon Europe or Euratom funding; grant project name, acronym and number; licensing terms; persistent identifiers for the publication, the authors involved in the action and, if possible, for their organisations and the grant. Where applicable, the metadata must include persistent identifiers for any research output or any other tools and instruments needed to validate the conclusions of the publication.

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

Open science: research data management

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

- establish a data management plan ('DMP') (and regularly update it)
- as soon as possible and within the deadlines set out in the DMP, deposit the data in a trusted repository; if required in the call conditions, this repository must be federated in the EOSC in compliance with EOSC requirements
- as soon as possible and within the deadlines set out in the DMP, ensure open access — via the repository — to the deposited data, under the latest available version of the Creative Commons Attribution International Public License (CC BY) or Creative Commons Public Domain Dedication (CC 0) or a licence with equivalent rights, following the principle 'as open as possible as closed as necessary', unless providing open access would in particular:
- be against the beneficiary's legitimate interests, including regarding commercial exploitation, or
- be contrary to any other constraints, in particular the EU competitive interests or the beneficiary's obligations under this Agreement; if open access is not provided (to some or all data), this must be justified in the DMP
- provide information via the repository about any research output or any other tools and instruments needed to re-use or validate the data.

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

Open science: additional practices

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

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

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

Plan for the exploitation and dissemination of results including communication activities

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

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

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

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

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

Recruitment and working conditions for researchers

The beneficiaries must take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers[16], in particular regarding:

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

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

Specific rules for access to research infrastructure activities

Definitions

Research Infrastructures — Facilities that provide resources and services for the research communities to conduct research and foster innovation in their fields. This definition includes the associated human resources, and it covers major equipment or sets of instruments; knowledge-related facilities such as collections, archives or scientific data infrastructures; computing systems, communication networks,

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

and any other infrastructure, of a unique nature and open to external users, essential to achieve excellence in research and innovation. Where relevant, they may be used beyond research, for example for education or public services, and they may be 'single-sited', 'virtual' or 'distributed'[17]:

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

- for transnational access:

- access which must be provided:

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

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

- categories of users that may have access:

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

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

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

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

- procedure and criteria for selecting user groups:

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

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

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

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

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

- have not previously used the installation and

- are working in countries where no equivalent research infrastructure exist.

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

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

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

- other conditions:

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

In addition, the beneficiaries must:

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

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

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

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

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

- other conditions:

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

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

Where the call conditions impose additional traceability[18] obligations, information on the traceability of the users and the nature and quantity of access must be provided by the beneficiaries.

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

Specific rules for Co-funded Partnerships

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

When implementing financial support to third parties in Co-funded Partnerships, the beneficiaries must respect the following conditions:

- avoid any conflict of interest and comply with the principles of transparency, nondiscrimination and sound financial management
- for the types of activity and categories of persons that will be supported:
- for multi-beneficiary projects (including multi-participant projects): the projects supported must be transnational, involving at least two independent legal entities from two different EU Member States or Horizon Europe associated countries as recipients of the financial support and may also include legal entities established in a non-associated third countries not receiving financial support
- for mono-beneficiary projects (multi-participant projects): the projects supported must be transnational, involving one legal entity established in an EU Member State or Horizon Europe associated country as recipient of the financial support and one legal entity established in a non-associated third country not receiving financial support
- for the selection procedure and criteria:
- publish open calls widely (including on the Funding & Tenders Portal and the beneficiaries' websites)
- keep open calls open for at least two months
- inform recipients of call updates (if any) and the outcome of the call (list of selected projects, amounts and names of selected recipients)
- measures to avoid potential conflicts of interest or unequal treatment of applicants must be ensured (notably through appropriate communication/exchange of information channels and independent and fair complaints procedures)
- use the following selection criteria: the standard Horizon Europe award criteria
- use the following selection procedures:
- projects must be selected following a joint transnational call for proposals
- beneficiaries must make the selection through a two-step procedure:
    - Step 1: review at national or transnational level (including national eligibility checks)
    - Step 2: single international peer review

  and in Step 2:
- proposals must be evaluated with the assistance of at least three independent experts
- proposals must be ranked according to the evaluation results and the selection must be made on the basis of this ranking
- the selection procedure must be followed by an independent expert observer, who must make a report.

Where the financial support is implemented through implementing partners, the beneficiaries must:

- ensure that the partners comply with the same rules, standards and procedures for implementing the financial support
- implement effective monitoring and oversight arrangements towards the partners, covering all aspects relating to the action

- ensure effective and reliable reporting by the partners, covering the activities implemented, information on indicators, as well as the legality and regularity of the expenditure claimed
- ensure that the partners provide that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the final recipients

where the call conditions restrict participation or control due to strategic assets, interests, autonomy or security reasons: apply the restrictions set out in Annex 5 mutatis mutandis to the final recipients and their results. “

ANNEX E. EXTRACT OF THE DATA SHEET

As mentioned before, all the data (figures for example) mentioned in the articles of the Data Sheet reproduced hereinafter concern the PIANOFORTE Project in its globality as financed by the European Commission and not the project submitted in the frame of this Open Call.

The details (duration, financials items (amount of the grant, percentage of financing, schedule of payments)) regarding a project presented in the frame of this Open Call will be fixed in the PIANOFORTE Funding Agreement signed between the PIANOFORTE Coordinator (IRSN) and the coordinator of the project selected and shall be coherent with appendix B of this call conditions.

1. General data

Project summary:

Project Summary
The ambition of the PIANOFORTE Partnership is to improve radiological protection of members of the public, patients, workers and environment in all exposure scenarios and provide solutions and recommendations for optimised protection in accordance with the Basic Safety Standards. Research projects focusing on identified research and innovation priorities will be selected through a series of three competitive open calls. The Input to define the research priorities will be based on the priorities defined in the Joint Road Map (JRM) developed during the H2020 CONCERT EJP but also on the results of ongoing H2020 projects and on the expectations expressed by other actions carried out in other European programmes, in particular the SAMIRA action plan. High priority will be dedicated to medical applications considering that 1) medical exposures are, by far, the largest artificial source of exposure of the European population and 2) the fight against cancer is a top priority of the present European Commission. In order to ensure an appropriate continuity in the research goals and methodologies, in line with the contents of the CONCERT JRM, two other priorities have been identified to further understand and reduce uncertainties associated with health risk estimates for exposure at low doses in order to consolidate regulations and improve practices and to further enhance a science-based European methodology for emergency management and long-term recovery. Once the research priorities defined, the open call system will promote excellence in science and widening participation through a process open to the whole radiation protection community. Beyond the research actions, the selected projects will be able to benefit from the system of sharing and mutualisation of infrastructures that will be implemented at the European level. This will be accompanied by education and training schemes for health workforce and young scientists to increase Europe's research capacity in the field.

Keywords: not defined

Project number: 101061037

Project name: Partnership for european research in radiation protection and detection of ionising radiation : towards a safer use and improved protection of the environment and human health.

Project acronym: PIANOFORTE

Call: HORIZON-EURATOM-2021-NRT-01

Topic: HORIZON-EURATOM-2021-NRT-01-09

Type of action: EURATOM Cofund Actions

Granting authority: European Commission-Euratom

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

Project starting date: fixed date: 1 June 2022

Project end date: 31 May 2027 (extended via an Amendment)

Project duration: 60 months (extended via an Amendment)

Consortium agreement: No

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)
45 252 944.68	65	29 414 410.82	29 414 410.82

Grant form: Budget-based

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
  - D.2 Internally invoiced goods and services
  - D.6 Euratom Cofund staff mobility costs
- E. Indirect costs

Cost eligibility options:

- In-kind contributions eligible costs

- Parental leave

- Project-based supplementary payments

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

- Limitation for subcontracting

- Travel and subsistence:

- Travel: Actual costs

- Accommodation: Actual costs

- Subsistence: Actual costs

- Equipment: depreciation only

- Costs for providing financial support to third parties (actual cost; max amount for each recipient: EUR 300 000.00 for actions justifying the establishment of a Ph.D. or EUR 100 000.00 in other cases)

- Indirect cost flat-rate: 25% of the eligible direct costs (categories A-D, except volunteers costs, subcontracting costs, financial support to third parties 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	30 days from entry into force/10 days before starting date – whichever is the latest
1	1	18	Periodic report	60 days after end of reporting period	Interim payment	90 days from receiving periodic report
2	19	36	Periodic report	60 days after end of reporting period	Interim payment	90 days from receiving periodic report
3	37	54	Periodic report	60 days after end of reporting period	Interim payment	90 days from receiving periodic report
4	55	60	Periodic report	60 days after end of reporting period	Final payment	90 days from receiving periodic report

Prefinancing payments and guarantees:

Prefinancing payment	
Type	Amount
Prefinancing 1 (initial)	7 356 000.00

Reporting and payment modalities (art 21, 22):

Mutual Insurance Mechanism (MIM): Yes

MIM contribution: 5% of the maximum grant amount (1 470 720.54), retained from the initial prefinancing

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

Exception for revenues: Yes

No-profit rule: Yes

Late payment interest: ECB + 3.5%

Bank account for payments:

FR7610071750000000100054885

Conversion into euros: Double conversion

Reporting language: Language of the Agreement

4.3 Certificates (art 24):

Certificates on the financial statements (CFS):

Conditions:

Schedule: only at final payment, if threshold is reached

Standard threshold (beneficiary-level):

- financial statement: requested EU contribution to costs ≥ EUR 430 000.00

Special threshold for beneficiaries with a systems and process audit(see Article 24): financial statement: requested EU contribution to costs ≥ EUR 725 000.00

4.4 Recoveries (art 22)

First-line liability for recoveries:

Beneficiary termination: Beneficiary concerned

Final payment: Each beneficiary for their own debt

After final payment: Beneficiary concerned

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

Individual financial responsibility: Each beneficiary is liable only for its own debts (and those of its affiliated entities, if any)

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

Suspension and termination:

Additional suspension grounds (art 31)

Additional termination grounds (art 32)

Applicable law (art 43):

Standard applicable law regime: EU law + law of Belgium

Dispute settlement 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): 2

Audits (up to X years after final payment): 2

Extension of findings from other grants to this grant (no later than X years after final payment): 2

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