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EUROPEAN CLIMATE, INFRASTRUCTURE AND ENVIRONMENT EXECUTIVE AGENCY (CINEA)

CINEA.B – Sustainable networks and investments
B.1 – CEF Transport: Northern Europe, Austria + MoS and ERTMS

GRANT AGREEMENT

Project 101079728 — 21-IT-TG-PASS4CORE-ITA 2

PREAMBLE

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

on the one part,

the **European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and

on the other part,

1. 'the coordinator':

SOCIETA PER AZIONI AUTOSTRADA DEL BRENNERO (BRENNER-AUTOBAHN) (A22), PIC 985128315, established in VIA BERLINO 10, TRENTO 38100, Italy,

and the following other beneficiaries, if they sign their 'accession form' (see Annex 3 and Article 40):

2. **CONSORZIO PER LA ZONA AGRICOLO INDUSTRIALE DI VERONA (Consorzio ZAI)**, PIC 946268563, established in VIA SOMMACPAGNA 61, VERONA 37137, Italy,

3. **TRUCK VILLAGE COLLEFERRO SOC. CONS A R.L. (Truck Village)**, PIC 888347535, established in VIA CASILINA, KM.48,500, COLLEFERRO 00034, Italy,

4. **INTERPORTO PADOVA SPA (Interporto PD)**, PIC 953626983, established in GALLERIA SPAGNA 35, PADOVA PD 35127, Italy,

5. **INTERPORTO BOLOGNA SPA (INTERPORTO BO)**, PIC 996755026, established in PALAZZINA DOGANALE SNC FRAZIONE INTERPORTO, BENTIVOGLIO 40010, Italy,

6. **INTERPORTO DELLA TOSCANA CENTRALE - SOCIETA PER AZIONI (ITC SPA)**, PIC 885763746, established in VIA DI GONFIENTI 4//4, PRATO 59100, Italy,

7. **INTERPORTO - CENTRO INGROSSO DI PORDENONE SPA (Interporto PN)**, PIC 888260429, established in VIA INTERPORTO CENTRO INGROSSO 114/5, PORDENONE 33170, Italy,

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8. **TRUCK ONE SRL (TRUCK ONE)**, PIC 888317368, established in VIA PAOLO EMILIO 28, ROMA 00192, Italy,

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

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

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

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

The Agreement is composed of:

Preamble

Terms and Conditions (including Data Sheet)

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

[1] Template published on Portal Reference Documents.
[2] Template published on Portal Reference Documents.
[3] Template published on Portal Reference Documents.

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TERMS AND CONDITIONS

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DATA SHEET

1. General data

Project summary:

Project summary
The project "Parking Areas implementing Safety and Security FOR (4) CORE network corridors in ITALY, Step 2 - PASS4CORE-ITA 2", represents the second step of the global project dedicated to the development of a network of Safe and Secure Truck Parking Areas (SSTPAs) for Heavy Goods Vehicles (HGVs) on the Italian Road TEN-T network, along the Scandinavian-Mediterranean, Baltic-Adriatic, Mediterranean and Rhine-Alpine TEN-T Core Network Corridors (CNCs). This project is the second of the three interdependent stages to be completed in the 2020-2028 time frame. It is a continuation of the Action "PASS4CORE-ITA" (2019-IT-TM-0337-W), thus demonstrating the strong interest of the transport operators in improving the safety and security conditions of parking areas for trucks in Italy and to develop such a network by following the addressees of both the European Commission and the national Ministry of Sustainable Infrastructures and Mobility. 12 parking areas covering 265 new parking lots to be constructed and 782 parking lots to be upgraded within PASS4CORE-ITA 2, will be deployed with the requested features of safety, security, quality, connectivity and transparency requirements according to the EU-Parking Standard for the safe and secure parking places. They will be certified with reference to the interventions on pavements, fences, lighting, CCTV security and facilities for drivers at least at the Bronze Level. After certification, the data for all 12 parking areas will be shared in the national safe and secure parking data platform. This initiative will contribute to boosting the overall number of certified parking areas in Italy, thus increasing safety and security conditions for drivers and transported goods. The project will be implemented by a consortium of 8 partners, private and public companies. The work is divided into 8 work packages: 1 dedicated to the overall project management and 7 of them covering works for improvement of safety and security standards of parking areas and their certification.

Keywords: not defined

Project number: 101079728

Project name: Parking Areas implementing Safety and Security FOR (4) CORE network corridors in ITALY PASS4CORE-ITA 2

Project acronym: 21-IT-TG-PASS4CORE-ITA 2

Call: CEF-T-2021-SAFEMOBGEN

Topic: CEF-T-2021-SAFEMOBGEN-PARKINGS-WORKS

Type of action: CEF Infrastructure Projects

Granting authority: European Climate, Infrastructure and Environment Executive Agency

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

Project starting date: fixed date: 1 June 2021

Project end date: 30 June 2024

Project duration: 37 months

Consortium agreement: Yes

2. Participants

List of participants:

N°	Role	Short name	Legal name	Ctry	PIC	Total eligible costs (BEN and AE)	Max grant amount
1	COO	A22	SOCIETA PER AZIONI AUTOSTRADA DEL BRENNERO (BRENNER-AUTOBAHN)	IT	985128315	2 348 998.00	1 174 499.00
2	BEN	Consorzio ZAI	CONSORZIO PER LA ZONA AGRICOLO INDUSTRIALE DI VERONA	IT	946268563	98 000.00	49 000.00
3	BEN	Truck Village	TRUCK VILLAGE COLLEFERRO SOC. CONS A R.L.	IT	888347535	2 321 000.00	1 160 500.00

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N°	Role	Short name	Legal name	Ctry	PIC	Total eligible costs (BEN and AE)	Max grant amount
4	BEN	Interporto PD	INTERPORTO PADOVA SPA	IT	953626983	1 768 500.00	884 250.00
5	BEN	INTERPORTO BO	INTERPORTO BOLOGNA SPA	IT	996755026	847 761.00	423 880.50
6	BEN	ITC SPA	INTERPORTO DELLA TOSCANA CENTRALE - SOCIETA PER AZIONI	IT	885763746	3 092 892.00	1 546 446.00
7	BEN	Interporto PN	INTERPORTO - CENTRO INGROSSO DI PORDENONE SPA	IT	888260429	938 500.00	469 250.00
8	BEN	TRUCK ONE	TRUCK ONE SRL	IT	888317368	684 816.00	342 408.00
Total						12 100 467.00	6 050 233.50

Coordinator:

– SOCIETA PER AZIONI AUTOSTRADA DEL BRENNERO (BRENNER-AUTOBAHN) (A22)

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)
12 100 467.00	50, 70, 0	6 050 233.50	6 050 233.50

Grant form: Budget-based

Grant mode: Action grant

Budget categories/activity types:

- A. Personnel costs
  - A.1 Employees, A.2 Natural persons under direct contract, A.3 Seconded persons
  - A.4 SME owners and natural person beneficiaries
- B. Subcontracting costs
- C. Purchase costs
  - C.1 Travel and subsistence
  - C.2 Equipment
  - C.3 Other goods, works and services
- D. Other cost categories
  - D.1 Financial support to third parties
  - D.2 Studies
  - D.3 Synergetic elements
  - D.4 Works in outermost regions
  - D.5 Land purchase
- E. Indirect costs

Cost eligibility options:

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

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- Travel and subsistence:
  - Travel: Actual costs
  - Accommodation: Actual costs
  - Subsistence: Actual costs

- Equipment: full costs only

- Costs for providing financial support to third parties (actual cost; max amount for each recipient: EUR 60 000.00)

- Indirect cost flat-rate: 0% of the eligible direct costs (categories A-D, except volunteers costs and exempted specific cost categories, if any)

- VAT: No

- Country restrictions for eligible costs

- 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/ financial guarantee (if required) – whichever is the latest
1	1	24	Periodic report	60 days after end of reporting period	Interim payment	90 days from receiving periodic report
2	25	37	Periodic report	60 days after end of reporting period	Final payment	90 days from receiving periodic report

Prefinancing payments and guarantees:

Prefinancing payment		Prefinancing guarantee		
Type	Amount	Guarantee amount	Division per participant	
Prefinancing 1 (initial)	2 117 581.73	n/a	1 - A22	n/a
			2 - Consorzio ZAI	n/a
			3 - Truck Village	n/a
			4 - Interporto PD	n/a
			5 - INTERPORTO BO	n/a

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Prefinancing payment		Prefinancing guarantee		
Type	Amount	Guarantee amount	Division per participant	
			6 - ITC SPA	n/a
			7 - Interporto PN	n/a
			8 - TRUCK ONE	n/a

Reporting and payment modalities (art 21, 22):

Mutual Insurance Mechanism (MIM): No

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

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

No-profit rule: Yes

Late payment interest: ECB + 3.5%

Bank account for payments:

IT91W0200801820000006036801

Conversion into euros: Double conversion

Reporting language: Language of the Agreement

4.3 Certificates (art 24):

Certificates on the financial statements (CFS):

Conditions:

Schedule: interim/final payment, if threshold is reached

Standard threshold (beneficiary-level):

- financial statement: requested EU contribution to costs ≥ EUR 325 000.00

4.4 Recoveries (art 22)

First-line liability for recoveries:

Beneficiary termination: Beneficiary concerned

Final payment: Coordinator

After final payment: Beneficiary concerned

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

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

Joint and several liability of affiliated entities — n/a

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

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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): 5 (or 3 for grants of not more than EUR 60 000)

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

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

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

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CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

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

ARTICLE 2 — DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

[4] For the definition, see Article 187 Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 ('EU Financial Regulation') (OJ L 193, 30.7.2018, p. 1): "**affiliated entities** [are]:
(a) entities that form a sole beneficiary [(i.e. where an entity is formed of several entities that satisfy the criteria for being awarded a grant, including where the entity is specifically established for the purpose of implementing an action to be financed by a grant)];
(b) entities that satisfy the eligibility criteria and that do not fall within one of the situations referred to in Article 136(1) and 141(1) and that have a link with the beneficiary, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation".

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

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

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

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

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

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

CHAPTER 2 ACTION

ARTICLE 3 — ACTION

The grant is awarded for the action **101079728 — 21-IT-TG-PASS4CORE-ITA 2** ('action'), as described in Annex 1.

ARTICLE 4 — DURATION AND STARTING DATE

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

CHAPTER 3 GRANT

ARTICLE 5 — GRANT

5.1 Form of grant

[5] Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (OJ L 198, 28.7.2017, p. 29).
[6] OJ C 316, 27.11.1995, p. 48.
[7] Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

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The grant is an action grant[8] which takes the form of a budget-based mixed actual cost grant (i.e. a grant based on actual costs incurred, but which may also include other forms of funding, such as unit costs or contributions, flat-rate costs or contributions, lump sum costs or contributions or financing not linked to costs).

5.2 Maximum grant amount

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

5.3 Funding rate

The funding rate for costs is 0% of the eligible costs for studies (if any), 70% of the eligible costs for works in outermost regions (if any) and 50% of the eligible costs for the other cost categories.

Contributions are not subject to any funding rate.

5.4 Estimated budget, budget categories and forms of funding

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

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

Annex 2 also shows the types of costs and contributions (forms of funding)[9] to be used for each budget category.

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

5.5 Budget flexibility

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

However:

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

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

[9] See Article 125 EU Financial Regulation 2018/1046.

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

- flexibility caps: not applicable.

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS

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

6.1 General eligibility conditions

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

(a) for actual costs:

(i) they must be actually incurred by the beneficiary

(ii) they must be incurred in the period set out in Article 4 (with the exception of costs relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21)

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

(iv) they must be incurred in connection with the action as described in Annex 1 and necessary for its implementation

(v) they must be identifiable and verifiable, in particular recorded in the beneficiary's accounts in accordance with the accounting standards applicable in the country where the beneficiary is established and with the beneficiary's usual cost accounting practices

(vi) they must comply with the applicable national law on taxes, labour and social security and

(vii) they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency

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

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

(ii) the units must:

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

- be necessary for the implementation of the action and

(iii) the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 20)

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

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

(ii) the costs or contributions to which the flat-rate is applied must:

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

(d) for lump sum costs or contributions (if any):

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

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

(iii) the deliverables/outputs must be achieved in the period set out in Article 4 (with the exception of deliverables/outputs relating to the submission of the final periodic report, which may be achieved afterwards; see Article 21)

(e) for unit, flat-rate or lump sum costs or contributions according to usual cost accounting practices (if any):

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

(ii) the cost accounting practices must be applied in a consistent manner, based on objective criteria, regardless of the source of funding

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

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

6.2 Specific eligibility conditions for each budget category

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

Direct costs

A. Personnel costs

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

They must be limited to salaries, social security contributions, taxes and other costs linked to the

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remuneration, if they arise from national law or the employment contract (or equivalent appointing act) and be calculated on the basis of the costs actually incurred, in accordance with the following method:

{daily rate for the person

multiplied by

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

The daily rate must be calculated as:

{annual personnel costs for the person

divided by

215}.

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

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

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

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

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

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

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(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[10] 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.

B. Subcontracting costs

Subcontracting costs for the action (including related duties, taxes and charges) are eligible, if they are calculated on the basis of the costs actually incurred, fulfil the 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.

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

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) 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.

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[10] 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.

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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** specifically for the action (or developed as part of the action tasks) may be declared as full capitalised costs if they fulfil the cost eligibility conditions applicable to their respective cost categories.

'Capitalised costs' means:

- costs incurred in the purchase or for the development of the equipment, infrastructure or other assets and
- which are recorded under a fixed asset account of the beneficiary in compliance with international accounting standards and the beneficiary's usual cost accounting practices.

If such equipment, infrastructure or other assets are rented or leased, full costs for **renting or leasing** are 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):

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(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.

D.2 Studies

Costs for studies 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 comply with the conditions set out in Points A-C for the underlying types of costs (personnel, subcontracting, purchase).

D.3 Synergetic elements

Costs for synergetic elements related to another sector of the CEF Programme (transport, energy or digital) 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 allow to significantly improve the socio-economic, climate or environmental benefits of the action.

Such costs are eligible only up to 20% of the beneficiaries' total eligble costs.

D.4 Works in outermost regions

Costs for works in outermost regions 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, comply with the conditions set out in Points A-C for the underlying types of costs (personnel, subcontracting, purchase) and relate to works that are carried out in an outermost region within the meaning of Article 349 of the Treaty on the Functioning of the EU (TFEU)).

D.5 Land purchase

Costs for land purchase are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions and are calculated on the basis of the costs actually incurred.

Such costs are eligible only up to 10% of the beneficiaries' total eligible costs.

Indirect costs

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E. Indirect costs

Indirect costs will be reimbursed at the flat-rate of 0% of the eligible direct costs (categories A-D, except volunteers costs and exempted specific cost categories, if any).

Contributions

Not applicable

6.3 Ineligible costs and contributions

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

(a) costs or contributions that do not comply with the conditions set out above (Article 6.1 and 6.2), in particular:

(i) costs related to return on capital and dividends paid by a beneficiary

(ii) debt and debt service charges

(iii) provisions for future losses or debts

(iv) interest owed

(v) currency exchange losses

(vi) bank costs charged by the beneficiary's bank for transfers from the granting authority

(vii) excessive or reckless expenditure

(viii) VAT (always ineligible)

(ix) costs incurred or contributions for activities implemented during grant agreement suspension (see Article 31)

(x) in-kind contributions by third parties

(b) costs or contributions declared under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget), except for the following cases:

(i) Synergy actions: not applicable

(ii) if the action grant is combined with an operating grant[11] running during the same period and the beneficiary can demonstrate that the operating grant does not cover any (direct or indirect) costs of the action grant

(c) costs or contributions for staff of a national (or regional/local) administration, for activities that are part of the administration's normal activities (i.e. not undertaken only because of the grant)

[11] 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".

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(d) costs or contributions (especially travel and subsistence) for staff or representatives of EU institutions, bodies or agencies

(e) other :

(i) costs or contributions for activities that do not take place in one of the eligible countries or target countries set out in the call conditions — unless approved by the granting authority

(ii) costs or contributions declared specifically ineligible in the call conditions.

6.4 Consequences of non-compliance

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

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

CHAPTER 4 GRANT IMPLEMENTATION

SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS

ARTICLE 7 — BENEFICIARIES

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

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

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

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

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)

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(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

[12] For the definition, see Article 187(2) EU Financial Regulation 2018/1046: "Where several entities satisfy the criteria

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infrastructure consortia (ERICs)) may delegate the tasks set out in Point (b)(i) to (iii) above to one of their members. The coordinator retains sole responsibility for compliance with the obligations under the Agreement.

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

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

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

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

ARTICLE 8 — AFFILIATED ENTITIES

Not applicable

ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION

9.1 Associated partners

Not applicable

9.2 Third parties giving in-kind contributions to the action

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

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

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

9.3 Subcontractors

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

Subcontractors must implement their action tasks in accordance with Article 11. The costs for the

for being awarded a grant and together form one entity, that entity may be treated as the **sole beneficiary**, including where it is specifically established for the purpose of implementing the action financed by the grant."

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

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

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

9.4 Recipients of financial support to third parties

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

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

ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS

10.1 Non-EU participants

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

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: to use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC[13]
- 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:

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

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- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)

- for the submission of certificates under Article 24: to use either independent public officers or external auditors which comply with comparable standards as those set out in EU Directive 2006/43/EC

- for the controls under Article 25: to allow for the checks, reviews, audits and investigations by the bodies mentioned in that Article, taking into account the specific agreements concluded by them and the EU (if any).

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

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

10.3 Pillar-assessed participants

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

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

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

- record-keeping (Article 20): may be done in accordance with internal standards, rules and procedures

- currency conversion for financial statements (Article 21): may be done in accordance with usual accounting practices

- guarantees (Article 23): for public law bodies, prefinancing guarantees are not needed

- certificates (Article 24):

    - certificates on the financial statements (CFS): may be provided by their regular internal or external auditors and in accordance with their internal financial regulations and procedures

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

and use the following specific rules, for:

- recoveries (Article 22): in case of financial support to third parties, there will be no recovery if the participant has done everything possible to retrieve the undue amounts from the third party

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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)

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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

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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

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(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[14] 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).

[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).

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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[15].

15.2 Data processing by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679[16]).

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

[15] 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).

[16] 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).

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

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

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

16.1 Background and access rights to background

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

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

(a) held by the beneficiaries before they acceded to the Agreement and

(b) needed to implement the action or exploit the results.

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

16.2 Ownership of results

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

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

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

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

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

(a) **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)

(b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)

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(c) **editing or redrafting** (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)

(d) **translation**

(e) **storage** in paper, electronic or other form

(f) **archiving**, in line with applicable document-management rules

(g) the right to authorise **third parties** to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority

(h) **processing**, analysing, aggregating the materials, documents and information received and **producing derivative works**.

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

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

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

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

16.4 Specific rules on IPR, results and background

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

16.5 Consequences of non-compliance

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

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

ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY

17.1 Communication — Dissemination — Promoting the action

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

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

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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.

17.3 Quality of information — Disclaimer

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

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

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

17.4 Specific communication, dissemination and visibility rules

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

17.5 Consequences of non-compliance

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

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

ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION

18.1 Specific rules for carrying out the action

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

18.2 Consequences of non-compliance

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

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

SECTION 3 GRANT ADMINISTRATION

ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS

19.1 Information requests

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

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

19.2 Participant Register data updates

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

19.3 Information about events and circumstances which impact the action

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

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(a) **events** which are likely to affect or delay the implementation of the action or affect the EU's financial interests, in particular:

(i) changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before grant signature)

(ii) linked action information: not applicable

(b) **circumstances** affecting:

(i) the decision to award the grant or

(ii) compliance with requirements under the Agreement.

19.4 Consequences of non-compliance

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

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

ARTICLE 20 — RECORD-KEEPING

20.1 Keeping records and supporting documents

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

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

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

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

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

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

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

(iii) for financing not linked to costs (if any): adequate records and supporting documents

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to prove the achievement of the results or the fulfilment of the conditions as described in Annex 1

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

Moreover, the following is needed for specific budget categories:

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

(f) additional record-keeping rules: not applicable

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

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

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

20.2 Consequences of non-compliance

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

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

ARTICLE 21 — REPORTING

21.1 Continuous reporting

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

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

21.2 Periodic reporting: Technical reports and financial statements

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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

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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

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

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

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

In case of enforced recoveries (see Article 22.4):

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

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

22.3 Amounts due

22.3.1 Prefinancing payments

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

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

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

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

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

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

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

22.3.2 Amount due at beneficiary termination — Recovery

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

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

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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**).

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

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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

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threshold cappings (if any; see Article 24.5) and adding the contributions (accepted unit, flat-rate or lump sum contributions and financing not linked to costs, if any).

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

Step 2 — Limit to the maximum grant amount

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

Step 3 — Reduction due to the no-profit rule

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

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

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

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

{final grant amount

minus

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

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

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

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

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

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

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

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

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

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

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

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

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

Step 1 — Calculation of the revised total accepted EU contribution

Step 1 — Calculation of the revised total accepted EU contribution

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

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

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

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

{{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.

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22.4 Enforced recovery

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

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

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

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

(b) by drawing on the financial guarantee(s) (if any)

(c) by holding other beneficiaries jointly and severally liable (if any; see Data Sheet, Point 4.4)

(d) by holding affiliated entities jointly and severally liable (if any, see Data Sheet, Point 4.4)

(e) by taking legal action (see Article 43) or, provided that the granting authority is the European Commission or an EU executive agency, by adopting an enforceable decision under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 100(2) of EU Financial Regulation 2018/1046.

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

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

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2015/2366[17] 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.

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

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

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

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

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

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

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

ARTICLE 23 — GUARANTEES

23.1 Prefinancing guarantee

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

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

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

(a) be provided by a bank or approved financial institution established in the EU or — if requested by the coordinator and accepted by the granting authority — by a third party or a bank or financial institution established outside the EU offering equivalent security

(b) the guarantor stands as first-call guarantor and does not require the granting authority to first have recourse against the principal debtor (i.e. the beneficiary concerned) and

(c) remain explicitly in force until the final payment and, if the final payment takes the form of a recovery, until five months after the debit note is notified to a beneficiary.

They will be released within the following month.

23.2 Consequences of non-compliance

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

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

ARTICLE 24 — CERTIFICATES

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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[18] (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)

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

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

(a) be provided by a qualified approved external auditor which is independent and complies with Directive 2006/43/EC[19] (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 methodology for declaring costs according to usual accounting practices complies with the provisions under the Agreement.

[18] 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).

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

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

24.4 Systems and process audit (SPA)

Not applicable

24.5 Consequences of non-compliance

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

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

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

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.

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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

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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[20] and No 2185/96[21]
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

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

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

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

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

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

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

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

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

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

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[20] 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).

[21] 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).

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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).

25.6 Consequences of non-compliance

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

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

ARTICLE 26 — IMPACT EVALUATIONS

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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

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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

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

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

(b) there are doubts about the amount to be paid (e.g. ongoing audit extension procedure, queries about eligibility, need for a grant reduction, etc.) and additional checks, reviews, audits or investigations are necessary, or

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

29.2 Procedure

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

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

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

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

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

ARTICLE 30 — PAYMENT SUSPENSION

30.1 Conditions

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

(a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:

  (i) substantial errors, irregularities or fraud or

  (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or

(b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant.

If payments are suspended for one or more beneficiaries, the granting authority will make partial

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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

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

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

31.2 EU-initiated GA suspension

31.2.1 Conditions

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

(a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:

  (i) substantial errors, irregularities or fraud or

  (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or

(b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant

(c) other:

  (i) linked action issues: not applicable

  (ii) due to major delays, the objectives of the action risk to no longer be achieved

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).

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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.

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

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

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

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

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

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

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

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

32.3 EU-initiated GA or beneficiary termination

32.3.1 Conditions

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

(a) one or more beneficiaries do not accede to the Agreement (see Article 40)

(b) a change to the action or the legal, financial, technical, organisational or ownership situation of a beneficiary is likely to substantially affect the implementation of the action or calls into question the decision to award the grant (including changes linked to one of the exclusion grounds listed in the declaration of honour)

(c) following termination of one or more beneficiaries, the necessary changes to the Agreement (and their impact on the action) would call into question the decision awarding the grant or breach the principle of equal treatment of applicants

(d) implementation of the action has become impossible or the changes necessary for its continuation would call into question the decision awarding the grant or breach the principle of equal treatment of applicants

(e) a beneficiary (or person with unlimited liability for its debts) is subject to bankruptcy

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proceedings or similar (including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors, suspension of business activities, etc.)

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

(g) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has been found guilty of grave professional misconduct

(h) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking

(i) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) was created under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (or created another entity with this purpose)

(j) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:

  (i) substantial errors, irregularities or fraud or

  (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.)

(k) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings from other grants to this grant; see Article 25)

(l) despite a specific request by the granting authority, a beneficiary does not request — through the coordinator — an amendment to the Agreement to end the participation of one of its affiliated entities or associated partners that is in one of the situations under points (d), (f), (e), (g), (h), (i) or (j) and to reallocate its tasks, or

(m) other:

  (i) linked action issues: not applicable

  (ii) due to major delays, the objectives of the action can no longer be achieved

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:

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- 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

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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.

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33.2 Liability of the beneficiaries

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

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

ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES

Nothing in this Agreement may be construed as preventing the adoption of administrative sanctions (i.e. exclusion from EU award procedures and/or financial penalties) or other public law measures, in addition or as an alternative to the contractual measures provided under this Agreement (see, for instance, Articles 135 to 145 EU Financial Regulation 2018/1046 and Articles 4 and 7 of Regulation 2988/95[22]).

SECTION 4 FORCE MAJEURE

ARTICLE 35 — FORCE MAJEURE

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

'Force majeure' means any situation or event that:

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

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

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

CHAPTER 6 FINAL PROVISIONS

ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES

36.1 Forms and means of communication — Electronic management

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

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

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

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

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

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

36.2 Date of communication

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

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

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

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

36.3 Addresses for communication

The Portal can be accessed via the Europa website.

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

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

ARTICLE 37 — INTERPRETATION OF THE AGREEMENT

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

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

Annex 2 takes precedence over Annex 1.

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ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES

In accordance with Regulation No 1182/71[23], periods expressed in days, months or years are calculated from the moment the triggering event occurs.

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

'Days' means calendar days, not working days.

ARTICLE 39 — AMENDMENTS

39.1 Conditions

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

Amendments may be requested by any of the parties.

39.2 Procedure

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

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

The request for amendment must include:

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

The granting authority may request additional information.

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

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

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

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

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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.

ARTICLE 41 — TRANSFER OF THE AGREEMENT

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

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

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

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

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

The beneficiaries may not assign any of their claims for payment against the granting authority to

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any third party, except if expressly approved in writing by the granting authority on the basis of a reasoned, written request by the coordinator (on behalf of the beneficiary concerned).

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

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

ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

43.1 Applicable law

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

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

43.2 Dispute settlement

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

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

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

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

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

ARTICLE 44 — ENTRY INTO FORCE

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

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SIGNATURES

For the coordinator

Diego Cattoni with ECAS id n00ab7cc signed in the Participant Portal on 12/10/2022 at 06:45:30 (transaction id SigId-31959-SrzXX8AmR2Td4aOWGXe6onZqDw5iikmYefegZKwjnDoa4mnzYdjE6KSxG5zZMTD2sTssY3BtLIKiyJph5UHfsBW-rS0vSrmBGYCzp01BpOmXL1-zy9kbhAvwIJWNeA9TgU7uS3AvjLtQHrV0djBTVJqUdph9izVPYfROeit0gJ2Cr6tfeXO6eyF9jEkhRF4nO0e8G). Timestamp by third party at 2022.10.12 07:45:35 CEST

For the granting authority

Signed by Cristobal MILLAN DE LA LASTRA with ECAS id millacr as an authorised representative on 12-10-2022 18:11:56 (transaction id SigId-43633-vMxzixvAUUzgFiCR3QAiZ25jzaO2xkbzODWaSGNoZmqJDJFFtjqK55xkIKIXzSQLyNeGj4Kas9zmyzGXWmKBsGk4-rS0vSrmBGYCzp01BpOmXL1-swJZQZyhQVVnGHvX6BzbnReYENC6DpgZ4zWR0fQtIJ0AiY3ECTLtrjKTKw1ASTBrPolq92vNozIgRjIvCyQCEdm) 2022.10.12 18:11:59 CEST

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ANNEX 1

Connecting Europe Facility (CEF)

Description of the action (DoA)

Part A

Part B

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DESCRIPTION OF THE ACTION (PART A)

COVER PAGE

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

PROJECT *Grant Preparation (General Information screen) — Enter the info.*	
Project number:	101079728
Project name:	Parking Areas implementing Safety and Security FOR (4) CORE network corridors in ITALY PASS4CORE-ITA 2
Project acronym:	21-IT-TG-PASS4CORE-ITA 2
Call:	CEF-T-2021-SAFEMOBGEN
Topic:	CEF-T-2021-SAFEMOBGEN-PARKINGS-WORKS
Type of action:	CEF-INFRA
Service:	CINEA/B/02
Project starting date:	fixed date: 1 June 2021
Project duration:	37 months

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List of milestones (outputs/outcomes) 25
List of critical risks 28

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PROJECT SUMMARY

Project summary

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

Use the project summary from your proposal.

The project "Parking Areas implementing Safety and Security FOR (4) CORE network corridors in ITALY, Step 2 - PASS4CORE-ITA 2", represents the second step of the global project dedicated to the development of a network of Safe and Secure Truck Parking Areas (SSTPAs) for Heavy Goods Vehicles (HGVs) on the Italian Road TEN-T network, along the Scandinavian-Mediterranean, Baltic-Adriatic, Mediterranean and Rhine-Alpine TEN-T Core Network Corridors (CNCs). This project is the second of the three interdependent stages to be completed in the 2020-2028 time frame. It is a continuation of the Action “PASS4CORE-ITA” (2019-IT-TM-0337-W), thus demonstrating the strong interest of the transport operators in improving the safety and security conditions of parking areas for trucks in Italy and to develop such a network by following the addressees of both the European Commission and the national Ministry of Sustainable Infrastructures and Mobility.

12 parking areas covering 265 new parking lots to be constructed and 782 parking lots to be upgraded within PASS4CORE-ITA 2, will be deployed with the requested features of safety, security, quality, connectivity and transparency requirements according to the EU-Parking Standard for the safe and secure parking places. They will be certified with reference to the interventions on pavements, fences, lighting, CCTV security and facilities for drivers at least at the Bronze Level. After certification, the data for all 12 parking areas will be shared in the national safe and secure parking data platform. This initiative will contribute to boosting the overall number of certified parking areas in Italy, thus increasing safety and security conditions for drivers and transported goods.

The project will be implemented by a consortium of 8 partners, private and public companies. The work is divided into 8 work packages: 1 dedicated to the overall project management and 7 of them covering works for improvement of safety and security standards of parking areas and their certification.

LIST OF PARTICIPANTS

PARTICIPANTS

Grant Preparation (Beneficiaries screen) — Enter the info.

Number	Role	Short name	Legal name	Country	PIC
1	COO	A22	SOCIETA PER AZIONI AUTOSTRADA DEL BRENNERO (BRENNER-AUTOBAHN)	IT	985128315
2	BEN	Consorzio ZAI	CONSORZIO PER LA ZONA AGRICOLO INDUSTRIALE DI VERONA	IT	946268563
3	BEN	Truck Village	TRUCK VILLAGE COLLEFERRO SOC. CONS A R.L.	IT	888347535
4	BEN	Interporto PD	INTERPORTO PADOVA SPA	IT	953626983
5	BEN	INTERPORTO BO	INTERPORTO BOLOGNA SPA	IT	996755026
6	BEN	ITC SPA	INTERPORTO DELLA TOSCANA CENTRALE - SOCIETA PER AZIONI	IT	885763746
7	BEN	Interporto PN	INTERPORTO - CENTRO INGROSSO DI PORDENONE SPA	IT	888260429
8	BEN	TRUCK ONE	TRUCK ONE SRL	IT	888317368

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LIST OF WORK PACKAGES

Work packages

Grant Preparation (Work Packages screen) — Enter the info.

Work Package No	Work Package name	Lead Beneficiary	Effort (Person-Months)	Start Month	End Month	Deliverables
WP1	Project management and coordination	2 - Consorzio ZAI	0.00	1	37	D1.1 – Communication Plan D1.2 – Dissemination material and links to publications D1.3 – Interim Technical Report to CINEA D1.4 – SSTPAs data collected and shared on the national level
WP2	Safe & Secure Parking areas development along A22 Motorway	1 - A22	0.00	12	37	D2.1 – Constructed and certified parking area in Sadobre D2.2 – Constructed and certified parking area in Trento Nord D2.3 – Constructed and certified parking area in Rovereto Sud
WP3	SAFE & SECURE PARKING AREA DEVELOPMENT IN COLLEFERRO (RM)	3 - Truck Village	0.00	12	28	D3.1 – Constructed and certified parking area in Colleferro – Truck Village
WP4	SAFE & SECURE PARKING AREA DEVELOPMENT IN PADOVA RRT	4 - Interporto PD	0.00	16	31	D4.1 – Constructed and certified parking area in Padova
WP5	SAFE & SECURE PARKING AREA DEVELOPMENT IN BOLOGNA RRT	5 - INTERPORTO BO	0.00	13	27	D5.1 – Constructed and certified parking area in Bologna
WP6	SAFE & SECURE PARKING AREAS DEVELOPMENT IN PRATO RRT	6 - ITC SPA	0.00	13	28	D6.1 – Constructed and certified parking area in Prato – P7/P8 D6.2 – Constructed and certified parking area in Prato – P1 D6.3 – Constructed and certified parking area in Prato – P9

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Work packages

Grant Preparation (Work Packages screen) — Enter the info.

Work Package No	Work Package name	Lead Beneficiary	Effort (Person-Months)	Start Month	End Month	Deliverables
						D6.4 – Constructed and certified parking area in Prato – P10
WP7	SAFE & SECURE PARKING AREAS DEVELOPMENT IN PORDENONE RRT	7 - Interporto PN	0.00	1	25	D7.1 – Constructed and certified parking area in Pordenone
WP8	SAFE & SECURE PARKING AREAS DEVELOPMENT IN SAN BENEDETTO DEL TRONTO (AP)	8 - TRUCK ONE	0.00	10	34	D8.1 – Constructed and certified parking area in San Benedetto del Tronto

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Work package WP1 – Project management and coordination

Work Package Number	WP1	Lead Beneficiary	2. Consorzio ZAI
Work Package Name	Project management and coordination		
Start Month	1	End Month	37

Objectives

The main objectives of this WP are:
- Sound Project Management of the whole Action, in accordance with the Grant Agreement
- Effective communication and dissemination of the Action results
- Coordination with PASS4CORE-ITA initiative
- Coordination among partners for the certification of the parking areas

Description

This WP covers the daily management of the project, encompassing the general coordination of tasks and the partners. It furthermore includes all the administrative procedures and the financial management of the overall Project, as well as its monitoring and reporting with reference to the CEF Programme rules and expectations. The tasks of this WP also include communication and dissemination initiatives to be performed during the overall project implementation, in line with the GA requirements.
Moreover, this WP is encompassing a general coordination between the beneficiaries in order to obtain the necessary certification of the parking areas, as well as to activate adequate synergies and connections with the safe and secure parking data exchange platform developed in the previous initiative “PASS4CORE-ITA”.

While A22 (BRENNER- ¬AUTOBAHN) is the project coordinator in charge of the overall project management and the main contact point for CINEA and the Italian institutions, Consorzio ZAI will also be included in the project management activities due to its specific role as the coordinator of the previous (and currently ongoing) initiative “PASS4CORE-ITA”, where it acts as the project coordinator. This will allow for a functional link to the previous project and, in addition, Consorzio ZAI will lead important harmonisation processes, namely the certification process of SSTPAs and the exchange of the 12 PASS4CORE-ITA2 SSTPAs data with the platform created under the PASS4CORE-ITA project.

A Coordination Action Team (CAT), composed of the technical representatives of each partner, will be established in order to ensure a smooth implementation of the Project. CAT will be in charge of the project technical controlling, planning, steering of the work progress and quality of results of each WP. For each WP the responsible partner will identify a reference person who will have regular contacts with the Project Manager, with the task of guaranteeing the effective and constant monitoring of WP implementation with special reference to technical and administrative aspects. A Steering Committee (SC), composed by one delegate from each beneficiary will be established to monitor the work progress and evaluate the achievements with regard to the work programme. The SC is the body responsible for major strategic decisions within the Project and is chaired by A22.

Apart from the staff cost envisaged for each of the 8 partners, external service for support in the project management activities, coordination and administration will be engaged by each of the 8 beneficiaries. Cost for external audit services and dissemination material and services is also envisaged under this WP. Moreover, staff cost and subcontracting cost are also envisaged for coordination regarding collection and sharing the data about the 12 SSTPAs covered under this project with the national data platform.

This WP consists of the following tasks:

T1.1 - Project Management and coordination
This task includes the daily management of the project with reference to the respect of the CEF Programme rules and Grant Agreement obligations.
A22 is in charge of the project management, coordination and communication and will play the role of facilitating relations among the beneficiaries, in order to coordinate the common project activities (reporting, communication, monitoring of the implementation) and receive the information on the works’ advancement from their side. At the same time, ZAI (which is the Coordinating Applicant of PASS4CORE-IT financed through the 2019 CEF Transport Call) will support these tasks with particular reference to the need to create a strong synergy with the forerunner initiative.

This task also includes the necessary dissemination activities, thus presenting the initiative and its advancement to other

stakeholders and the public, together with the information about the CEF co-financing. In this purpose, it will be possible to further raise awareness on the theme of safety and security standards for truck drivers. The consortium will ensure that the EU emblem and co-funding statement are clearly visible in all deliverables and dissemination material which will be purchased. It will also be ensured that a temporary and permanent billboards are installed at the sites of works.

Regular updates on the status of the project will be provided through the Portal Continuous Reporting tool, where progress in achieving milestones, deliverables, output etc. will be tracked. Periodic Reports and the Final Report will be delivered to CINEA, containing technical and financial part, as requested by the GA.

T1.2 - Coordination efforts toward the improvement of the network of SSTPAs
This task is mainly encompassing the development of the proper synergies with the PASS4CORE-IT project through the collaboration with the Italian Ministry of Sustainable Infrastructure and Mobility as well as with the other stakeholders which are using the centralized data platform developed under PASS4CORE-IT to collect and exchange the information on the available certified parking areas at the national level. In this purpose, the efforts related to the collection of data and information exchange continue to the PASS4CORE-ITA 2 project under which the data about the 12 new and upgraded parking areas will be collected and provided to the centralized data platform.

Furthermore, this task includes the necessary support to the beneficiaries for the certification process of the SSTPAs. In this purpose, a central role will be played by Consorzio ZAI which will facilitate the certification process of all the 12 parking areas by sharing the experience obtained through the PASS4CORE-IT Action.

Work package WP2 – Safe & Secure Parking areas development along A22 Motorway

Work Package Number	WP2	**Lead Beneficiary**	1. A22
Work Package Name	Safe & Secure Parking areas development along A22 Motorway		
Start Month	12	**End Month**	37

Objectives

The main objectives of this WP are:
• Sound Project Management of the works, including coordination and verification or testing tasks.
• Upgrade of the three existing SSTPAs along A22 Motorway with a total of 119.000 m2 and 383 parking lots to at minimum Bronze level.
• Certification of all three SSTPAs: Sadobre, Trento Nord and Rovereto Sud by an official certification entity.

Description

This WP covers the procurement and works for upgrading three existing parking areas along the A22 Motorway: in Sadobre, Trento Nord and Rovereto Sud in order to obtain the certification at least at the Bronze Level in all three areas.

The foreseen interventions are located within the Trentino Alto Adige Region. More in particular, they are located in the surroundings of Bolzano, Trento and Rovereto that are the main urban areas of the region. The parking areas of the intervention are located along the A22 Brenner motorway that is placed on the Scan-Med corridor, i.e. on the core network, and represents the most important road in Italy connecting the country to Austria and Germany.

SSTPAs works and certification at all three sites will be subcontracted.

After the certification is done, the information about the certified SSTPAs will be shared in the national data platform.

This WP consists of the following tasks:

T2.1 - Technical coordination, tendering, testing and auditing
This task encompasses coordination of the tasks within this WP, including the tendering procedures for works and certification of all three SSTPAs, working site management and the final testing of the works done.
The task will be carried out by the beneficiary's staff.

T2.2. - SSTPA works in Sadobre
The task covers the works for upgrading the parking areas of Sadobre (Autonomous Province of Bolzano) that is about 16 kilometres far from the Austrian border and close to the Vipiteno motorway exit. This area is a key point to help the

surrounding areas in finding solution when there are bans from Tyrol Region that limit the possibility to go from the south to the north crossing Austria.

The intervention consists of the upgrade of the existing Sadobre parking area, together with the necessary side works which are including in particular:
• ICT infrastructure for the video surveillance of parking areas (installation and works of all parts of the video surveillance system, such as video cameras, monitors, cables, network wiring)
• Upgrade of the lighting system
• Adaptation of the procedures to reach the requirements necessary to get the certification

Works under this task will result in upgrade of 150 existing parking lots on the area of 70.000 m2.

No building permits need to be obtained for envisaged works under this task.
The Final design (outside of the Action scope) is under preparation.

T2.3 - SSTPA works in Trento Nord
The task covers the works for upgrading the parking areas of Trento Nord along the A22 Motorway in the Interbrennero RRT. Works are located 400 meters from the Trento Nord motorway exit.

The intervention consists of the upgrade of an existing parking area, together with the necessary side works which are including in particular:
• Installation of showers for truck drivers, divided by men and women
• Upgrade of the access track with bars to limit the access to the trucks that have not paid the fee
• ICT infrastructure for the video surveillance and access of the parking areas (installation and works of all parts of the video surveillance system, such as video cameras, monitors, cables, network wiring)
• Upgrade of the lighting system
• Adaptation of the procedures to reach the requirements necessary to get the certification

Works under this task will result in upgrade of 133 existing parking lots on the area of 20.000 m2.

No building permits need to be obtained for envisaged works under this task.
The Final design (outside of the Action scope) has been prepared.

T2.4 - SSTPA works in Rovereto Sud
The task covers the works for upgrading the parking areas of Rovereto Sud along the A22 Motorway.

The intervention consists in the upgrade of an existing parking area, together with the necessary side works which are including in particular:
• ICT infrastructure for the video surveillance of the parking areas (installation and works of all parts of the video surveillance system, such as video cameras, monitors, cables, network wiring)
• Adaptation of the procedures to reach the requirements necessary to get the certification

Works under this task will result in upgrade of 100 existing parking lots on the area of 29.000 m2.

No building permits need to be obtained for envisaged works under this task.
The Final design (outside of the Action scope) is under preparation.

T2.5 - Certification of A22 SSTPAs
This task will encompass the whole process of certification of the three parking areas in line with the EU Parking Standard. The certification will be done by an official certification entity. The task includes the necessary costs of auditors and of the certification itself, as well the beneficiary's relevant staff costs connected to the organization of the whole set of preparatory phases.

Work package WP3 – SAFE & SECURE PARKING AREA DEVELOPMENT IN COLLEFERRO (RM)

Work Package Number	WP3	**Lead Beneficiary**	3. Truck Village
Work Package Name	SAFE & SECURE PARKING AREA DEVELOPMENT IN COLLEFERRO (RM)		
Start Month	12	**End Month**	28

Objectives
The main objectives of this WP are: • Sound Project Management of the works, including coordination and verification or testing tasks. • Upgrade of the SSTPA along the A1 Motorway with a total of 65.000 m2 and 170 parking lots (65 upgraded parking lots and 105 new parking lots) to a minimum Bronze level. • Certification of the SSTPA by an official certification entity.

Description
TThis WP covers the procurement and works for upgrading one existing parking area along the A1 Motorway in Colleferro (RM) in order to obtain the certification at least at the Bronze Level in the area. The intervention is located within the Lazio Region. Specifically, it is located 40 km south-East of the urban area of Rome, along the A1 motorway that is placed on the Scan-Med corridor, i.e. on the core network. A1 motorway is one of the most important routes both within the Italian and the European road network that connects the Italian ports on the Mediterranean Sea to the north of Europe. SSTPA works and certification will be subcontracted. After the certification is done, the information about the certified SSTPA will be shared in the national data platform. This WP consists of the following tasks: T3.1 - Technical coordination, tendering, testing and auditing This task encompasses the coordination of the tasks within this WP, including the tendering procedures for works and certification of the SSTPA, working site management and the final testing of the works done. The task will be carried out by the beneficiary's staff and partially subcontracted to the external contractor for the technical support for the working site management and works coordination/acceptance. T3.2 - SSTPA works in Colleferro (RM) The task covers the works for upgrading the existing parking area of Colleferro (RM) along the A1 Motorway. It will also cover an extension of the existing parking area with the new parking lots for trucks. This task includes the following: • Construction of pavement and parking surfaces, and accompanying signalling • Installation of adequate visual and physical deterrent (i.e. curbs, fencing) and accesses • Installation of adequate lighting system, monitoring and surveillance system (CCTV) • Upgrade of facilities for drivers including restroom, toilets, washing facilities. Works under this task will result in upgrade of 65 existing parking lots and construction of 105 new parking lots on the area of 65.000 m2. Necessary building permits have already been obtained. The Final design (outside of the Action scope) has been prepared. T3.3 - Certification of Truck Village SSTPA in Colleferro (RM) This task will encompass the whole process of certification of the parking area in line with the EU Parking Standard.. The certification will be done by an official certification entity. This task includes the necessary costs of auditors and of the certification itself, as well the beneficiary's relevant staff costs connected to the organization of the whole set of preparatory phases.

Work package WP4 – SAFE & SECURE PARKING AREA DEVELOPMENT IN PADOVA RRT

Work Package Number	WP4	**Lead Beneficiary**	4. Interporto PD
Work Package Name	SAFE & SECURE PARKING AREA DEVELOPMENT IN PADOVA RRT		
Start Month	16	**End Month**	31

Objectives
The main objectives of this WP are: • Sound Project Management of the works, including coordination and verification or testing tasks. • Construction of a new SSTPA in the Padova RRT with a total of 9.000 m2 and 33 parking lots to a minimum Bronze level. • Certification of the SSTPA by an official certification entity.

Description
This WP covers the procurement and works for construction of a new parking area for trucks within the rail-road terminal of Padova, core node both of the Baltic-Adriatic and Mediterranean Corridors in order to obtain the certification at least at the Bronze Level in the area. The location of the intervention is in the Veneto Region. The works are particularly relevant considering that the A4 Motorway is one of the most important transit routes both within the Italian and the European road network that permits to connect the Italian ports placed on the Tyrrhenian and Adriatic Sea to the east and west of Europe. SSTPA works and certification will be subcontracted. After the certification is done, the information about the certified SSTPA will be shared in the national data platform. This WP consists of the following tasks: T4.1 - Technical coordination, tendering and commissioning This task encompasses coordination of the tasks within this WP, including the tendering procedures for works and certification of the SSTPA, working site management and the final testing of the works done. The task will be carried out by the beneficiary's staff and partially subcontracted to the external contractor for the technical support for the working site management and works coordination/acceptance. T4.2 - SSTPA works in Padova RRT The task covers the works to construct a new parking area for trucks in Padova RRT. A new parking area of 13.500 m2 will be constructed in an urbanized area dedicated to industrial and intermodal purposes, out of which 9.000 m2 dedicated to the parking itself, while 4.500 m2 will be dedicated to green areas and to the connected services (such as hydraulic purposes) serving the parking area and its users. Works are structured as follows: • New road surface for parking area and related signalling • Adequate visual and physical deterrent (i.e. curbs, fencing) and accesses • Adequate lighting system, monitoring and surveillance system • Hydraulic compensation measures (an area to be dedicated to hydraulic invariance connected to the sealing of the ground, as required by the law) • Upgrade of facilities for drivers including restrooms Works under this task will result in construction of 33 new parking lots on the area of 9.000 m2. Necessary building permits have already been obtained. The Final design (outside of the Action scope) has been prepared. T4.3 - Certification of Padova RRT SSTPA This task will encompass the whole process of certification of the parking area in line with the EU Parking Standard. The certification will be done by an official certification entity. This task includes the necessary costs of auditors and of the certification itself, as well the beneficiary's relevant staff costs connected to the organization of the whole set of preparatory phases.

Work package WP5 – SAFE & SECURE PARKING AREA DEVELOPMENT IN BOLOGNA RRT

Work Package Number	WP5	**Lead Beneficiary**	5. INTERPORTO BO
Work Package Name	SAFE & SECURE PARKING AREA DEVELOPMENT IN BOLOGNA RRT		

Start Month	13	End Month	27

Objectives
The main objectives of this WP are: • Sound Project Management of the works, including coordination and verification or testing tasks. • Upgrade of the existing SSTPA along A1 Motorway with a total of 24.300 m2 and 170 parking lots to a minimum Bronze level. • Certification of the SSTPA by an official certification entity

Description
This WP covers the procurement and works for upgrading one existing parking area along the A14 Motorway in Bologna freight village in order to obtain the certification at least at the Bronze level in the area. SSTPA works and certification will be subcontracted. After the certification is done, the information about the certified SSTPA will be shared in the national data platform. This WP consists of the following tasks: T5.1 - Technical coordination, tendering, testing and auditing This task encompasses coordination of the tasks under this WP, including the tendering procedures for works and certification of the SSTPA, working site management and the final testing of the works done. An external contractor will be engaged for the technical support for the working site management and works coordination/acceptance. T5.2 - SSTPA works in Bologna RRT The task covers the works for upgrading the parking area of Bologna Freight Village along the A14 Motorway. It consists in the improvement of a parking area in an already urbanized area dedicated to industrial and intermodal purposes, where parking lots are going to be upgraded thanks to the following kind of interventions: • New road surface for parking area and related signalling • Adequate visual and physical deterrent (i.e. curbs, fencing) and accesses • Adequate lighting system, monitoring and surveillance system • Hydraulic compensation measures (an area to be dedicated to hydraulic invariance connected to the sealing of the ground, as required by the law) • Upgrade of facilities for drivers including restrooms Works under this task will result in upgrade of 170 existing parking lots on the area of 24.300 m2. Before the works start, SCIA procedure (“Segnalazione Certificata di Inizio Attività”) needs to be carried out at the municipal level. The Final design (outside of the Action scope) is under preparation. T5.3 - Certification of Bologna RRT SSTPA This task will encompass the whole process of certification of the parking area in line with the EU Parking Standard. The certification will be done by an official certification entity. This task includes the necessary costs of auditors and of the certification itself, as well the beneficiary’s relevant staff costs connected to the organization of the whole set of preparatory phases.

Work package WP6 – SAFE & SECURE PARKING AREAS DEVELOPMENT IN PRATO RRT

Work Package Number	WP6	Lead Beneficiary	6. ITC SPA
Work Package Name	SAFE & SECURE PARKING AREAS DEVELOPMENT IN PRATO RRT		
Start Month	13	End Month	28

Objectives

The main objectives of this WP are:
• Sound Project Management of the works, including coordination and verification or testing tasks.
• Upgrade of five SSTPAs along the A1 Motorway for a total of 45.500 m2 and 145 parking lots to a minimum Bronze level.
• Certification of all five SSTPAs: Prato P7-8, Prato P1, Prato P9 and Prato P10 by an official certification entity

Description

This WP covers the procurement and works for upgrading two existing and constructing three new parking areas along the A1 Motorway in Interporto della Toscana Centrale (PO) in order to obtain the certification at least at the Bronze Level in all of the five areas.

The foreseen intervention is located within the Tuscany Region. More in particular, it is located in the surroundings of Prato, one of the main urban areas of the region, were the rail-road terminal of Interporto della Toscana Centrale is operating. The area of intervention is along the A1 motorway that is placed on the Scan-Med corridor, i.e. on the core network, and it represents one of the most important transit routes within the Italian and the European road network that connects the Mediterranean Italian ports to the north of Europe.

Once the works are completed, there will be a unique parking area. However, the interventions are divided in different zones (P7/P8, P1, P9, P10).

SSTPAs works and certification will be subcontracted for all five locations.

After the certification is done, the information about the certified SSTPAs will be shared in the national data platform.

This WP consists of the following tasks:

T6.1 - Technical coordination, tendering, testing and auditing
This task encompasses the coordination of the tasks under this WP, including the tendering procedures for works and certification of the SSTPAs, working site management and the final testing of the works done.
The task will be carried out by the beneficiary's staff and partially subcontracted to the external contractor for the technical support for the working site management and works coordination/acceptance.

T6.2 - SSTPAs works in Prato RRT (P7-8)
The task covers the works for upgrading parking areas of Interporto della Toscana Centrale (PO) along the A1 Motorway.

This task includes an upgrade of the existing parking area P7 and adding new parking lots at the parking area P8, together with the with necessary side works which are including in particular:
• Building of new infrastructures that will be fenced, patrolled, kept under video-surveillance and connected to the IT network
• The control of the accesses will be performed through the current check system that will be extended to all the freight village infrastructures
• Construction of a moat along the perimeter of the parking P8 and of a basin of compensation among the P7 and P8 parking areas

Works under this task will result in upgrade of 25 existing parking lots and construction of 28 new lots on the area of 11.100 m2.

Necessary building permits have already been obtained.
The Final design (outside of the Action scope) has been prepared.

T6.3 - SSTPA works in Prato RRT (P1)
The task covers the works for upgrading one existing parking area of Interporto della Toscana Centrale (PO) along the A1 Motorway, together with the necessary side works which are including in particular:
• Building of new infrastructures that will be fenced, patrolled, kept under video-surveillance and connected to the IT network
• The control of the accesses is performed through the current check system that will be extended to all the freight village infrastructures

Works under this task will result in upgrade of 39 existing parking lots on the area of 14.000 m2.

Necessary building permits have already been obtained.

The Final design (outside of the Action scope) has been prepared.

T6.4 - SSTPA works in Prato RRT (P9)
The task covers the works for construction of a new parking area of Interporto della Toscana Centrale (PO) along the A1 Motorway, together with necessary side works which are including in particular:
• Building of new infrastructures that will be fenced, patrolled, kept under video-surveillance and connected to the IT network
• The control of the accesses will be performed through the current check system that will be extended to all the freight village infrastructures
• Movement of the moat owned by the hydro-network of the Tuscany region.

Works under this task will result in construction of 40 new parking lots on the area of 18.100 m2.

Necessary building permits have already been obtained.
The Final design (outside of the Action scope) has been prepared.

T6.5 - SSTPA works in Prato RRT (P10)
The task covers the works for construction of one new parking area of Interporto della Toscana Centrale (PO) along the A1 Motorway, together with necessary side works which are including in particular:
• Building of new infrastructures that will be fenced, patrolled, kept under video-surveillance and connected to the IT network
• The control of the accesses will be performed through the current check system that will be extended to all the freight village infrastructures

Works under this task will result in construction of 13 new parking lots on the area of 2.300 m2.

Necessary building permits have already been obtained.
The Final design (outside of the Action scope) has been prepared.

T6.6 – Interoporto Toscano SSPAs Certification
This task will encompass the whole process of certification of the five parking areas in line with the EU Parking Standard. The certification will be done by an official certification entity. This task includes the necessary costs of auditors and of the certification itself, as well the beneficiary's relevant staff costs connected to the organization of the whole set of preparatory phases.

Work package WP7 – SAFE & SECURE PARKING AREAS DEVELOPMENT IN PORDENONE RRT

Work Package Number	WP7	**Lead Beneficiary**	7. Interporto PN
Work Package Name	SAFE & SECURE PARKING AREAS DEVELOPMENT IN PORDENONE RRT		
Start Month	1	**End Month**	25

Objectives
The main objectives of this WP are: • Sound Project Management of the works, including coordination and verification or testing tasks. • Construction of a new SSTPA in the RRT of Pordenone of 9.700 m2 and 31 parking lots with a minimum Bronze level. • Certification of the the SSTPA by an official certification entity

Description
This WP covers the procurement and works for constructing a new parking area for trucks at the entrance of the rail-road terminal of Pordenone, on the Baltic-Adriatic Corridor in order to obtain the certification at least at the minimum Level in the area. The intervention is located within the Friuli-Venezia Giulia Region, on A28 motorway, a branch of the comprehensive network which is located less than 20 km from the core network (A4 motorway). This branch is considered really important not only because it conveys a lot of the traffic from and to the A4 motorway to the extremely productive area

of Pordenone and Treviso, but also because it represents an alternative path to reroute the traffic congestion of the core network, thus making the overall network more resilient. Also for this reason, the node of Pordenone was proposed to be ranked as Comprehensive RRT within Commission Proposal COM(2021) 812 currently under evaluation.

SSTPA works and certification will be subcontracted.

After the certification is done, the information about the certified SSTPA will be shared in the national data platform.

This WP consists of the following tasks:

T7.1 - Technical coordination, tendering and commissioning
This task encompasses the coordination of the tasks under this WP, including the tendering procedures for works and certification of the SSTPA, working site management and the final testing of the works done.
The task will be carried out by the beneficiary's staff and partially subcontracted to the external contractor for the technical support for the working site management and works coordination/acceptance.

T7.2 - SSTPA construction in Pordenone RRT
The task covers the procurement and works for construction of a new parking area of Centro Ingrosso Interporto Pordenone S.p.A. (PN) along the A28 Motorway, together with necessary side works which are including in particular:
• Adequate visual and physical deterrent (i.e. curbs) and accesses
• Adequate lighting system, monitoring and surveillance system
• Upgrade of facilities for drivers including restrooms

Works under this task will result in construction of 31 new parking lots on the area of 9.700 m2.

Necessary building permits have already been obtained.
The Final design (outside of the Action scope) has been prepared.

T7.3 - Certification of Pordenone RRT SSTPA
This task will encompass the whole process of certification of the parking area in line with the EU Parking Standard. The certification will be done by an official certification entity. This task includes the necessary costs of auditors and of the certification itself, as well the beneficiary's relevant staff costs connected to the organization of the whole set of preparatory phases.

Work package WP8 – SAFE & SECURE PARKING AREAS DEVELOPMENT IN SAN BENEDETTO DEL TRONTO (AP)

Work Package Number	WP8	**Lead Beneficiary**	8. TRUCK ONE
Work Package Name	SAFE & SECURE PARKING AREAS DEVELOPMENT IN SAN BENEDETTO DEL TRONTO (AP)		
Start Month	10	**End Month**	34

Objectives
The main objectives of this WP are: • Sound Project Management of the works, including coordination and verification or testing tasks. • Upgrade of SSTPA along the A14 Motorway for a total of 28.000 m2 and 115 parking lots (upgrade of existing 100 lots and construction of 15 new parking lots) with a minimum Bronze level. • Certification of the SSTPA by an official certification entity

Description
This WP covers the procurement and works for upgrading of an existing parking area along the A14 Motorway in San Benedetto del Tronto tollbooth (AP) in order to obtain the certification at least the Bronze level in the area. The intervention is located within the Marche Region, on a branch of the A14 motorway which is currently categorized as comprehensive network. San Benedetto del Tronto is about 85 km from the core network, but it is located on the main road axis connecting the entire Adriatic coastline and the related nodes which are affected by an intensive traffic connecting north and south area of Italy and related ports. For this reason it has to be considered synergic and functional

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to the core network starting in Ancona, as also testified by the Commission Proposal COM(2021) 812 to categorize the entire A14 extension until Bari as Extended core network.

SSTPA works and certification will be subcontracted.

After the certification is done, the information about the certified SSTPA will be shared in the national data platform.

This WP consists of the following tasks:

T8.1 - Technical coordination, tendering, testing and auditing
This task encompasses the coordination of the tasks under this WP, including the tendering procedures for works and certification of the SSTPA, working site management and the final testing of the works done.
The task will be carried out by the beneficiary's staff and partially subcontracted to the external contractor for the technical support for the working site management and works coordination/acceptance.

T8.2 - SSTPA works in San Benedetto del Tronto (AP)
The task covers the works for upgrade of an existing parking area in Benedetto del Tronto (AP) along the A14 Motorway, together with the necessary side works which are including in particular:
• Upgrading of an existing parking area
• Realization of about 15 fridge sockets
• Upgrading of new showers and of the air conditioning system
• Renovation of the entire entrance area, namely adding a new entrance to the parking area with the necessary ICT equipment for access monitoring to facilitate the use of the parking area
• Substitution of the video-surveillance system
• Empowerment of the lighting system
• Substitution of the entrance barriers
• Upgrading of the fire protection system

Works under this task will result in upgrade of 100 existing parking lots and construction of 15 new parking lots on the area of 28.000 m2.

Before the works start, SCIA procedure ("Segnalazione Certificata di Inizio Attività") needs to be carried out at the municipal level.
The Final design (outside of the Action scope) is under preparation.

T8.3 - Certification of Truck One SSTPA in San Benedetto del Tronto (AP)
This task will encompass the whole process of certification of the parking area in line with the EU Parking Standard. The certification will be done by an official certification entity. This task includes the necessary costs of auditors and of the certification itself, as well the beneficiary's relevant staff costs connected to the organization of the whole set of preparatory phases.

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STAFF EFFORT

Staff effort per participant

Grant Preparation (Work packages - Effort screen) — Enter the info.

Participant	WP1	WP2	WP3	WP4	WP5	WP6	WP7	WP8	Total Person-Months
Total Person-Months	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Associated with document Ref. Ares(2022)6947771 - 07/10/2022

LIST OF DELIVERABLES

Deliverables

Grant Preparation (Deliverables screen) — Enter the info.

The labels used mean:

Public — fully open (⚠ automatically posted online)
Sensitive — limited under the conditions of the Grant Agreement
EU classified —RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision 2015/444

Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month)
D1.1	Communication Plan	WP1	2 - Consorzio ZAI	R — Document, report	SEN - Sensitive	19
D1.2	Dissemination material and links to publications	WP1	2 - Consorzio ZAI	R — Document, report	SEN - Sensitive	37
D1.3	Interim Technical Report to CINEA	WP1	2 - Consorzio ZAI	R — Document, report	SEN - Sensitive	21
D1.4	SSTPAs data collected and shared on the national level	WP1	2 - Consorzio ZAI	R — Document, report	SEN - Sensitive	37
D2.1	Constructed and certified parking area in Sadobre	WP2	1 - A22	R — Document, report	SEN - Sensitive	34
D2.2	Constructed and certified parking area in Trento Nord	WP2	1 - A22	R — Document, report	SEN - Sensitive	33
D2.3	Constructed and certified parking area in Rovereto Sud	WP2	1 - A22	R — Document, report	SEN - Sensitive	31
D3.1	Constructed and certified parking area in Colleferro – Truck Village	WP3	3 - Truck Village	R — Document, report	SEN - Sensitive	28
D4.1	Constructed and certified parking area in Padova	WP4	4 - Interporto PD	R — Document, report	SEN - Sensitive	31
D5.1	Constructed and certified parking area in Bologna	WP5	5 - INTERPORTO BO	R — Document, report	SEN - Sensitive	27

Associated with document Ref. Ares(2022)6947771 - 07/10/2022

Deliverables

Grant Preparation (Deliverables screen) — Enter the info.

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Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month)
D6.1	Constructed and certified parking area in Prato – P7/P8	WP6	6 - ITC SPA	R — Document, report	SEN - Sensitive	28
D6.2	Constructed and certified parking area in Prato – P1	WP6	6 - ITC SPA	R — Document, report	SEN - Sensitive	28
D6.3	Constructed and certified parking area in Prato – P9	WP6	6 - ITC SPA	R — Document, report	SEN - Sensitive	28
D6.4	Constructed and certified parking area in Prato – P10	WP6	6 - ITC SPA	R — Document, report	SEN - Sensitive	28
D7.1	Constructed and certified parking area in Pordenone	WP7	7 - Interporto PN	R — Document, report	SEN - Sensitive	25
D8.1	Constructed and certified parking area in San Benedetto del Tronto	WP8	8 - TRUCK ONE	R — Document, report	SEN - Sensitive	34

Deliverable D1.1 – Communication Plan

Deliverable Number	D1.1	**Lead Beneficiary**	2. Consorzio ZAI
Deliverable Name	Communication Plan		
Type	R — Document, report	**Dissemination Level**	SEN - Sensitive
Due Date (month)	19	**Work Package No**	WP1

Description
Communication Plan defines in details the methodology of communication that will be adopted during the project life. Therefore, the document provides guidelines for an effective communication, necessary for spreading the information about results achieved throughout the project among the public audience.

Deliverable D1.2 – Dissemination material and links to publications

Deliverable Number	D1.2	**Lead Beneficiary**	2. Consorzio ZAI
Deliverable Name	Dissemination material and links to publications		
Type	R — Document, report	**Dissemination Level**	SEN - Sensitive
Due Date (month)	37	**Work Package No**	WP1

Description
This deliverable covers all the dissemination materials that will be used to publicize the Action and the EU funding. It also includes all the links to publications about the Action in the media, beneficiaries' web page, social media platforms and corporate channels.

Deliverable D1.3 – Interim Technical Report to CINEA

Deliverable Number	D1.3	**Lead Beneficiary**	2. Consorzio ZAI
Deliverable Name	Interim Technical Report to CINEA		
Type	R — Document, report	**Dissemination Level**	SEN - Sensitive
Due Date (month)	21	**Work Package No**	WP1

Description
It will be an Interim technical report prepared in line with the required CINEA template. This report will contain the information about the implementation progress, clearly stating which tasks and parts of the project have been finalized and what are the next implementation steps. It will reflect the deliverables and milestones and will report progress towards their achievement. Issues and risks will also be reported.

Deliverable D1.4 – SSTPAs data collected and shared on the national level

Deliverable Number	D1.4	**Lead Beneficiary**	2. Consorzio ZAI
Deliverable Name	SSTPAs data collected and shared on the national level		
Type	R — Document, report	**Dissemination Level**	SEN - Sensitive
Due Date (month)	37	**Work Package No**	WP1

Description
A report on the information collected on 12 certified SSTPAs will be prepared and shared with the national level for purpose of contributing to the national data platform for exchange of information about the safe and secure parking areas in Italy.

Deliverable D2.1 – Constructed and certified parking area in Sadobre

Deliverable Number	D2.1	**Lead Beneficiary**	1. A22
Deliverable Name	Constructed and certified parking area in Sadobre		
Type	R — Document, report	**Dissemination Level**	SEN - Sensitive
Due Date (month)	34	**Work Package No**	WP2

Description
The Certificate of works completion certifies that all works foreseen in Sadobre have been finished. The document analyses and summarizes the works carried out, thus verifying that the envisaged works have been fully and correctly carried out. It will be issued by the beneficiary's technical representative responsible for the works. A certification will be issued by an official certification entity to confirm that the SSTPA is in line with the EU Parking Standard. In addition to the original document, a summary or an unofficial translation of the Certificate of works completion in English will be delivered to CINEA.

Deliverable D2.2 – Constructed and certified parking area in Trento Nord

Deliverable Number	D2.2	**Lead Beneficiary**	1. A22
Deliverable Name	Constructed and certified parking area in Trento Nord		
Type	R — Document, report	**Dissemination Level**	SEN - Sensitive
Due Date (month)	33	**Work Package No**	WP2

Description
The Certificate of works completion certifies that all works foreseen in Trento Nord have been accomplished. The document analyses and summarizes the works carried out, thus verifying that the envisaged works have been fully and correctly carried out. It will be issued by the beneficiary's technical representative responsible for the works. A certification will be issued by an official certification entity to confirm that the SSTPA is in line with the EU Parking Standard. In addition to the original document, a summary or an unofficial translation of the Certificate of works completion in English will be delivered to CINEA.

Deliverable D2.3 – Constructed and certified parking area in Rovereto Sud

Deliverable Number	D2.3	**Lead Beneficiary**	1. A22
Deliverable Name	Constructed and certified parking area in Rovereto Sud		
Type	R — Document, report	**Dissemination Level**	SEN - Sensitive
Due Date (month)	31	**Work Package No**	WP2

Description
The Certificate of works completion certifies that all works foreseen in Rovereto Sud have been accomplished. The

document analyses and summarizes the works carried out, thus verifying that the envisaged works have been fully and correctly carried out. It will be issued by beneficiary's technical representative responsible for the works. A certification will be issued by an official certification entity to confirm that the SSTPA is in line with the EU Parking Standard. In addition to the original document, a summary or an unofficial translation of the Certificate of works completion in English will be delivered to CINEA.

Deliverable D3.1 – Constructed and certified parking area in Colleferro – Truck Village

Deliverable Number	D3.1	**Lead Beneficiary**	3. Truck Village
Deliverable Name	Constructed and certified parking area in Colleferro – Truck Village		
Type	R — Document, report	**Dissemination Level**	SEN - Sensitive
Due Date (month)	28	**Work Package No**	WP3

Description
The Certificate of works completion certifies that all works foreseen in Colleferro - Truck Village have been accomplished. The document analyses and summarizes the works carried out, thus verifying that the envisaged works have been fully and correctly carried out. It will be issued by beneficiary's technical representative responsible for the works. A certification will be issued by an official certification entity to confirm that the SSTPA is in line with the EU Parking Standard. In addition to the original document, a summary or an unofficial translation of the Certificate of works completion in English will be delivered to CINEA.

Deliverable D4.1 – Constructed and certified parking area in Padova

Deliverable Number	D4.1	**Lead Beneficiary**	4. Interporto PD
Deliverable Name	Constructed and certified parking area in Padova		
Type	R — Document, report	**Dissemination Level**	SEN - Sensitive
Due Date (month)	31	**Work Package No**	WP4

Description
The Certificate of works completion certifies that all works foreseen in Padova have been accomplished. The document analyses and summarizes the works carried out, thus verifying that the envisaged works have been fully and correctly carried out. It will be issued by beneficiary's technical representative responsible for the works. A certification will be issued by an official certification entity to confirm that the SSTPA is in line with the EU Parking Standard. In addition to the original document, a summary or an unofficial translation of the Certificate of works completion in English will be delivered to CINEA.

Deliverable D5.1 – Constructed and certified parking area in Bologna

Deliverable Number	D5.1	**Lead Beneficiary**	5. INTERPORTO BO
Deliverable Name	Constructed and certified parking area in Bologna		
Type	R — Document, report	**Dissemination Level**	SEN - Sensitive
Due Date (month)	27	**Work Package No**	WP5

Description
The Certificate of works completion certifies that all works foreseen in Bologna have been accomplished. The document

analyses and summarizes the works carried out, thus verifying that the envisaged works have been fully and correctly carried out. It will be issued by beneficiary's technical representative responsible for the works. A certification will be issued by an official certification entity to confirm that the SSTPA is in line with the EU Parking Standard.
In addition to the original document, a summary or an unofficial translation of the Certificate of works completion in English will be delivered to CINEA.

Deliverable D6.1 – Constructed and certified parking area in Prato – P7/P8

Deliverable Number	D6.1	**Lead Beneficiary**	6. ITC SPA
Deliverable Name	Constructed and certified parking area in Prato – P7/P8		
Type	R — Document, report	**Dissemination Level**	SEN - Sensitive
Due Date (month)	28	**Work Package No**	WP6

Description
The Certificate of works completion certifies that all works foreseen in Prato (P7/P8) have been accomplished. The document analyses and summarizes the works carried out, thus verifying that the envisaged works have been fully and correctly carried out. It will be issued by beneficiary's technical representative responsible for the works. A certification will be issued by an official certification entity to confirm that the SSTPA is in line with the EU Parking Standard. In addition to the original document, a summary or an unofficial translation of the Certificate of works completion in English will be delivered to CINEA.

Deliverable D6.2 – Constructed and certified parking area in Prato – P1

Deliverable Number	D6.2	**Lead Beneficiary**	6. ITC SPA
Deliverable Name	Constructed and certified parking area in Prato – P1		
Type	R — Document, report	**Dissemination Level**	SEN - Sensitive
Due Date (month)	28	**Work Package No**	WP6

Description
The Certificate of works completion certifies that all works foreseen in Prato (P1) have been accomplished. The document analyses and summarizes the works carried out, thus verifying that the envisaged works have been fully and correctly carried out. It will be issued by beneficiary's technical representative responsible for the works. A certification will be issued by an official certification entity to confirm that the SSTPA is in line with the EU Parking Standard. In addition to the original document, a summary or an unofficial translation of the Certificate of works completion in English will be delivered to CINEA.

Deliverable D6.3 – Constructed and certified parking area in Prato – P9

Deliverable Number	D6.3	**Lead Beneficiary**	6. ITC SPA
Deliverable Name	Constructed and certified parking area in Prato – P9		
Type	R — Document, report	**Dissemination Level**	SEN - Sensitive
Due Date (month)	28	**Work Package No**	WP6

Description
The Certificate of works completion certifies that all works foreseen in Prato (P9) have been accomplished. The document analyses and summarizes the works carried out, thus verifying that the envisaged works have been fully and correctly

carried out. It will be issued by beneficiary's technical representative responsible for the works. A certification will be issued by an official certification entity to confirm that the SSTPA is in line with the EU Parking Standard. In addition to the original document, a summary or an unofficial translation of the Certificate of works completion in English will be delivered to CINEA.

Deliverable D6.4 – Constructed and certified parking area in Prato – P10

Deliverable Number	D6.4	**Lead Beneficiary**	6. ITC SPA
Deliverable Name	Constructed and certified parking area in Prato – P10		
Type	R — Document, report	**Dissemination Level**	SEN - Sensitive
Due Date (month)	28	**Work Package No**	WP6

Description
The Certificate of works completion certifies that all works foreseen in Prato (P10) have been accomplished. The document analyses and summarizes the works carried out, thus verifying that the envisaged works have been fully and correctly carried out. It will be issued by beneficiary's technical representative responsible for the works. A certification will be issued by an official certification entity to confirm that the SSTPA is in line with the EU Parking Standard. In addition to the original document, a summary or an unofficial translation of the Certificate of works completion in English will be delivered to CINEA.

Deliverable D7.1 – Constructed and certified parking area in Pordenone

Deliverable Number	D7.1	**Lead Beneficiary**	7. Interporto PN
Deliverable Name	Constructed and certified parking area in Pordenone		
Type	R — Document, report	**Dissemination Level**	SEN - Sensitive
Due Date (month)	25	**Work Package No**	WP7

Description
The Certificate of works completion certifies that all works foreseen in Pordenone have been accomplished. The document analyses and summarizes the works carried out, thus verifying that the envisaged works have been fully and correctly carried out. It will be issued by beneficiary's technical representative responsible for the works. A certification will be issued by an official certification entity to confirm that the SSTPA is in line with the EU Parking Standard. In addition to the original document, a summary or an unofficial translation of the Certificate of works completion in English will be delivered to CINEA.

Deliverable D8.1 – Constructed and certified parking area in San Benedetto del Tronto

Deliverable Number	D8.1	**Lead Beneficiary**	8. TRUCK ONE
Deliverable Name	Constructed and certified parking area in San Benedetto del Tronto		
Type	R — Document, report	**Dissemination Level**	SEN - Sensitive
Due Date (month)	34	**Work Package No**	WP8

Description
The Certificate of works completion certifies that all works foreseen in San Benedetto del Tronto have been accomplished. The document analyses and summarizes the works carried out, thus verifying that the envisaged works

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have been fully and correctly carried out. It will be issued by beneficiary's technical representative responsible for the works. A certification will be issued by an official certification entity to confirm that the SSTPA is in line with the EU Parking Standard.
In addition to the original document, a summary or an unofficial translation of the Certificate of works completion in English will be delivered to CINEA.

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LIST OF MILESTONES

Milestones

Grant Preparation (Milestones screen) — Enter the info.

Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
1	Communication Plan prepared	WP1	2-Consorzio ZAI	Communication Plan	19
2	Kick-Off Meeting held	WP1	2-Consorzio ZAI	Agenda of the Meeting, List of Participants, Meeting minutes	17
3	Periodic coordination meeting RP1 held	WP1	2-Consorzio ZAI	Agenda of the Meeting, List of Participants, Meeting minutes	21
4	Periodic coordination meeting RP2 held	WP1	2-Consorzio ZAI	Agenda of the Meeting, List of Participants, Meeting minutes	33
5	Final event held	WP1	2-Consorzio ZAI	Agenda of the Meeting, List of Participants, Meeting minutes	37
6	Contract signature for works in Sadobre	WP2	1-A22	Signed contract	19
7	End of works in Sadobre	WP2	1-A22	Certification of end of works issued by the beneficiary's technical representative responsible of the working site	32
8	Certification achieved in Sadobre	WP2	1-A22	Certification document issued by an official certification entity	34
9	Contract signature for works in Trento Nord	WP2	1-A22	Signed contract	17
10	End of works in Trento Nord	WP2	1-A22	Certification of end of works issued by the beneficiary's technical representative responsible of the working site	31
11	Certification achieved in Trento Nord	WP2	1-A22	Certification document issued by an official certification entity	33
12	Contract signature for works in Rovereto Sud	WP2	1-A22	Signed contract	16

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Milestones

Grant Preparation (Milestones screen) — Enter the info.

Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
13	End of works in Rovereto Sud	WP2	1-A22	Certification of end of works issued by the beneficiary's technical representative responsible of the working site	29
14	Certification achieved in Rovereto Sud	WP2	1-A22	Certification document issued by an official certification entity	31
15	Contract signature for works in Colleferro	WP3	3-Truck Village	Signed contract	18
16	End of works in Colleferro	WP3	3-Truck Village	Certification of end of works issued by the beneficiary's technical representative responsible of the working site	25
17	Certification achieved in Colleferro	WP3	3-Truck Village	Certification document issued by an official certification entity	28
18	Contract signature for works in Padova	WP4	4-Interporto PD	Signed contract	22
19	End of works in Padova	WP4	4-Interporto PD	Certification of end of works issued by the beneficiary's technical representative responsible of the working site	30
20	Certification achieved in Padova	WP4	4-Interporto PD	Certification document issued by an official certification entity	31
21	Contract signature for works in Bologna	WP5	5-INTERPORTO BO	Signed contract	18
22	End of works in Bologna	WP5	5-INTERPORTO BO	Certification of end of works issued by the beneficiary's technical representative responsible of the working site	25
23	Certification achieved in Bologna	WP5	5-INTERPORTO BO	Certification document issued by an official certification entity	27
24	Contract signature for works in Prato – P7/P8	WP6	6-ITC SPA	Signed contract	16
25	End of works in Prato – P7/P8	WP6	6-ITC SPA	Certification of end of works issued by the	26

Milestones

Grant Preparation (Milestones screen) — Enter the info.

Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
				beneficiary's technical representative responsible of the working site	
26	Certification achieved in Prato – P7/P8	WP6	6-ITC SPA	Certification document issued by an official certification entity	28
27	Contract signature for works in Prato – P1	WP6	6-ITC SPA	Signed contract	23
28	End of works in Prato – P1	WP6	6-ITC SPA	Certification of end of works issued by the beneficiary's technical representative responsible of the working site	26
29	Certification achieved in Prato – P1	WP6	6-ITC SPA	Certification document issued by an official certification entity	28
30	Contract signature for works in Prato – P9	WP6	6-ITC SPA	Signed contract	23
31	End of works in Prato – P9	WP6	6-ITC SPA	Certification of end of works issued by the beneficiary's technical representative responsible of the working site	26
32	Certification achieved in Prato – P9	WP6	6-ITC SPA	Certification document issued by an official certification entity	28
33	Contract signature for works in Prato – P10	WP6	6-ITC SPA	Signed contract	23
34	End of works in Prato – P10	WP6	6-ITC SPA	Certification of end of works issued by the beneficiary's technical representative responsible of the working site	26
35	Certification achieved in Prato – P10	WP6	6-ITC SPA	Certification document issued by an official certification entity	28
36	Contract signature for works in Pordenone	WP7	7-Interporto PN	Signed contract	4
37	End of works in Pordenone	WP7	7-Interporto PN	Certification of end of works issued by the	23

Milestones

Grant Preparation (Milestones screen) — Enter the info.

Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
				beneficiary's technical representative responsible of the working site	
38	Certification achieved in Pordenone	WP7	7-Interporto PN	Certification document issued by an official certification entity	25
39	Contract signature for works in San Benedetto del Tronto	WP8	8-TRUCK ONE	Signed contract	22
40	End of works in San Benedetto del Tronto	WP8	8-TRUCK ONE	Certification of end of works issued by the beneficiary's technical representative responsible of the working site	32
41	Certification achieved in San Benedetto del Tronto	WP8	8-TRUCK ONE	Certification document issued by an official certification entity	34

LIST OF CRITICAL RISKS

Critical risks & risk management strategy

Grant Preparation (Critical Risks screen) — Enter the info.

Risk number	Description	Work Package No(s)	Proposed Mitigation Measures
1	Misalignment between different WPs implementation	WP1	Implementation of well-consolidated Project Management procedures in a tight day-to-day tracking of WPs during Project duration.
2	Uncertainty in a timely involves the adequate target audience/stakeholder groups	WP1	Development of a sound and structured communication strategy from the early steps of the implementation of the Project.

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Critical risks & risk management strategy

Grant Preparation (Critical Risks screen) — Enter the info.

Risk number	Description	Work Package No(s)	Proposed Mitigation Measures
3	Uncertainties in the identification of an agreed solution	WP3, WP8, WP4, WP2, WP6, WP5, WP7	Early involvement of all the partners as well as well-documenting the technical solutions devise and making reference to agreed and acknowledged technical standards.
4	Delay in the start of the works	WP3, WP8, WP4, WP2, WP6, WP5, WP7	Specific attention is drawn to allocating appropriate time and financial resources to the related activity.
5	Delays launching the call for tenders	WP3, WP8, WP4, WP2, WP6, WP5, WP7	Control by the Technical Manager during the entire process to guarantee its correct execution from a technical and economic point of view.
6	Appeals against contracts awarded	WP3, WP8, WP4, WP2, WP6, WP5, WP7	Management of the dispute and, if not resolved, resolution in court. The timetable for each activity is calculated taking into account potential delays due to dispute management process.
7	The external selected company carrying out the work goes bankrupt or is unable to execute the contract	WP3, WP8, WP4, WP2, WP6, WP5, WP7	Terminating the contract for non-fulfillment or failure of the external company as agreed in the awarding contract and awarding a new contract to the second company with the best results for value-for-money as a result of the public procurement process.
8	Lack of personnel resources	WP3, WP8, WP4, WP2, WP6, WP5, WP7	Make sure that Action and subcontractors have redundancy and information is shared continuously during the Action.
9	Project costs exceed the planning and/or budget	WP3, WP8, WP4, WP2, WP6, WP5, WP7	The project control manager is responsible for financial management and planning. Planning and budget of the project will be monitored closely.

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ANNEX 1

Connecting Europe Facility (CEF)

Description of the action (DoA)

Part B

Version 1.0
30 September 2022

Associated with document Ref. Ares(2022)6947771 - 07/10/2022

DESCRIPTION OF THE ACTION (PART B)

COVER PAGE

PROJECT	
Project name:	PASS4CORE-ITA 2 – Parking Areas Implementing Safety and Security FOR (4) CORE network corridors in ITALY, Step 2
Project acronym:	PASS4CORE-ITA 2
Coordinator contact:	Ilaria De Biasi, SOCIETA PER AZIONI AUTOSTRADA DEL BRENNERO (BRENNER-AUTOBAHN or A22)
Starting date	01/06/2021
Duration	37 months

PROJECT DESCRIPTION

HGV road transport represents the dominant transport mode in Italian cargo and logistics long-haul domestic and international traffic, with a considerable increasing volume in the last years. Indeed, in the 2009-2019 timeframe, on the Italian Motorways network, corresponding more or less to the TEN-T core network in Italy and to the national SNIT 1° level network, HGV's traffic has registered a +6,6% (Aiscat source) increase in terms of HGV-km. Even during the pandemic, road freight transport along the motorway network in Italy has been one of the most resilient pillars of the logistics chain, recording a moderate decrease of -12.4% in 2020 compared to 2019, while the first 2021 semester shows a +23,8% increase of HGV-km respect to the same timeframe in 2020. In addition to the historical steady growing HGV's traffic trend, the persistent development of road international traffic phenomenon (+130,7% of haulage carried by foreign operators in Italy in the 2009-2019 timeframe) seems to require more and more efficient equipped rest areas for road hauliers.

The Global Project (GP), in which the Project PASS4CORE-ITA 2 is embedded, consists of the development of Safe and Secure Truck Parking Areas (SSTPAs) for Heavy Goods Vehicles (HGVs) along the Italian TEN-T road network, first and foremost along the Scandinavian-Mediterranean, Baltic-Adriatic, Mediterranean and Rhine-Alpine TEN-T Core Network Corridors (CNCs). Specifically, the GP aims at completing the SSTPAs network in Italy deployed with the highest standards and safety, security, quality, connectivity and transparency requirements according to the EU-Parking Standard provided in the Safe and Secure Parking Places MOVE/C1/2017- 500 study.

The GP is articulated into three interdependent stages to be completed in the time frame from 2020 until 2028. Stage 1 (PASS4CORE-ITA Project co-financed from CEF 1) and Stage 2 (this Action) will cover construction of new and upgrade of the existing parkings in the geographical areas with strongest demand for SSTPAs along the CNCs. Stage 3 will complete the SSTPAs Italian framework by providing appropriate parking facilities along the residual Italian TEN-T road network.

The GP aims to comply with art. 29, comma 2, point c) of EC Proposal for a Regulation on TEN-T COM/2021/812 final (in compliance with TEN-T Regulation 1315/2013/EU art. 34 and *comma* 2 c) art. 39), as well as it implements the provisions of the Italian 2021 strategic planning document on transport infrastructures "Allegato Infrastrutture al DEF" identifying the specific priority of "maintenance and safety upgrading of road assets".

The three implementation stages are horizontally accompanied with the implementation and the entry into service of an effective, standardized and common ITS-infrastructure, of which the start-up phase has been co-financed under the PASS4CORE-ITA Project. All certified SSTPAs will be compliant with the standards foreseen in the Delegated Regulation 885/2013/EU. The ITS-services will be interoperable with various stakeholders, such as public authorities and freight transport operators in order to share and manage freight transport-related data.

The GP, with its infrastructural and ITS-based components, is addressed to the interests of the multiple stakeholders of the transport industry and targets the following specific objectives:

- Enhanced road safety;
- Reduction of cargo crime;
- Upgraded buffering areas for promoting multimodal transport;
- Environmental benefits and reduction of external costs;
- Improvement of HGV drivers' working conditions, also tackling the shortage affecting the sector in Italy;
- Promotion of the utilization of SSPAs and collection of static and dynamic data to be transferred to the Italian access point through digital solutions.

The Global Project, and therefore the Project PASS4CORE-ITA 2, targets several challenges and open issues in the cargo road transport segment, particularly noticeable in Italy:

a) *Lack of safe and secure HGV's parking areas:* There is a high demand for SSTPAs along the Italian TEN-T Scandinavian-Mediterranean, Baltic-Adriatic, Mediterranean and Rhine-Alpine TEN-T CNC's. Currently, there are only two certified SSTPA in the North of Italy. Through the ongoing projects 15 more SSTPAs should be available at the national level by 2024. This number of SSTPAs is not enough to satisfy the demand for safe and secure parking in Italy.

b) *Cargo Crime:* Reducing robberies, hijacks and other violent forms of cargo and equipment theft that jeopardize employee's safety and causes financial losses to logistics operators is a major challenge in the segment. Cargo thefts in the EU alone result in direct losses estimated to exceed € 8.2 billion per year, with most thefts taking place when trucks are parked. Italy is the second EU 27 country for cargo theft incidents in 2018.

c) *Working conditions:* Overnight stops are of major importance for the long-haul truck cargo journeys. Efficient and appropriate areas with standardized services is considered an essential infrastructure to guarantee effective rest, to prevent any cargo theft and to improve the living and social conditions of the workers. The improvement of the working conditions and of the work-life balance aspect could, furthermore, tackle the chronical shortage of road hauliers affecting all European Union countries, and Italy in particular.

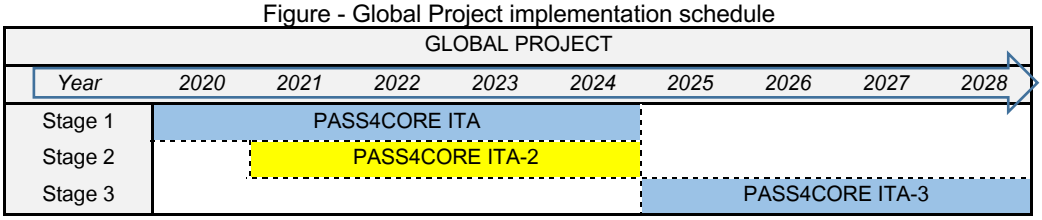
d) *ITS solutions:* The SSTPAs set up in the Global Project will be able to transmit dynamic data on the real-time availability and number of free parking places and an adequate reservation and booking system. As already included in the PASS4CORE-ITA Project, the ITS platform under realization will also embed the digital information provided by the new SSTPAs of PASS4CORE-ITA 2, disseminating information in a user-friendly manner to drivers and the entire logistics chain via e.g. apps and other tools linked with already existing ITS.

e) *Road accidents:* SSTPAs are an efficient measure to provide appropriate parking space for commercial users with standardized and high-quality of safety and security, tackling the "fatigue" factor that is one of the most important cause of accidents involving HGV's. At the same time, considering the current shortage of appropriate HGV's parking areas that causes parking congestion on highway service areas or, worst, on motorways access and exit ramps, SSPAs could enhance road safety also for private vehicles transiting on road core network sections.

The deployment of SSTPAs according to common industry standards developed by the study MOVE/C1/2017-500 (EU Parking Standard) available to road transport cargo operators aim at complying with the needs of the different road hauliers and end-users. In addition, the SSTPAs will provide safe and secure road transport assets as well as ensure comprehensive road safety and competitiveness for freight transport.

The Global Project is articulated into a 3 stages implementation plan, from 2020 to 2028 throughout the Italian Motorway network, as illustrated in the following Figure:

Figure - Global Project implementation schedule



→ Stage 1: realization, improvement and certification of 13 SSTPAs on the Italian TEN-T Scandinavian-Mediterranean, Baltic-Adriatic, Mediterranean and Rhine-Alpine CNC's, according to the common industry standards developed by the study MOVE/C1/2017-500 (EU Parking Standard) - PASS4CORE-ITA Project - 2020/2024;

→ Stage 2: improvement, upgrading and certification of residual 13 currently existing non-secured truck parking sites according to common industry standards developed by the study MOVE/C1/2017-500 (EU Parking Standard) – PASS4CORE-ITA 2 Project 2021/2024;

→ Stage 3: completion of the network of SSTPAs according to the common industry standards developed by the study MOVE/C1/2017-500 (EU Parking Standard) along the Italian TEN-T road network, following the provision of the TEN-T Guidelines on the Core Network to develop rest areas on the core motorways network approximately every 100 km and the national deployment plan for motorway in line with the comprehensive TEN-T motorways network – 2025/2028.

Stage 1 and Stage 2, indeed, include the deployment and upgrading of a total of about 25 parking areas on the Italian road TEN-T Core Network, while Stage 3 will include the development of the residual number of SSTPAs along the Italian motorway network of 6.943 km in order to comply with art. 2 c) art. 39 of Regulation 1315/2013/EU *[(6.943 km/100 km)-25].*

The project PASS4CORE-ITA 2 - Parking Areas implementing Safety and Security FOR (4) CORE network corridors in ITALY, Step 2, represents the second step of the development of a network of Safe and Secure Truck Parking Areas (SSTPAs) for Heavy Goods Vehicles (HGVs) on the Italian Road TEN-T network, the first step being the PASSCORE-ITA Project (2019-IT-TM-0337-W), already co-financed under the 2014-2020 CEF Programme.

The project answers to the need of completing the TEN-T road infrastructure components, both in terms of new/upgraded infrastructures and in terms of improving services, safety and security conditions benefitting road freight final users.

The importance of this project is furthermore underlined by the fact that the different stakeholders involved in the partnership implementing those initiatives cover the majority (3/4) of Core Network Corridors crossing Italy:

they operate on the road infrastructure on the Mediterranean and Baltic-Adriatic Corridors, as well as to the Scandinavian-Mediterranean Corridor.

At the same time, PASS4CORE-ITA 2 consortium represents a very interesting and wide variety of different stakeholders which encompass:

- Managers of the Core and Comprehensive nodes of the TEN-T corridors such as Rail-Road Terminals,
- Motorway concessionaires,
- Private companies.

PASS4CORE-ITA 2 main objective is to give a further answer to the need to improve safety conditions along the main Italian motorways, thus contributing to a safer environment of the road transport sector and it explains the context of the proposed Project in the framework of the global project, corridor and network as well as the region where they are located, and provides the necessary technical parameters of the infrastructure, as applicable.

In this purpose, the Action covers a wide part of Italian network along the main Corridors and foresees to realize and improve 12 parking areas very much differentiated from each other, both in terms of available spaces (going from small interventions of 15 to over 320 lots) and investments (going from indicatively 0.177 to almost 2.3 M € value). In total, those areas are involving interventions within 7 different provinces belonging to 7 Italian regions as shown in the image. Under this project, the total number of new parking lots to be constructed in line with the EU Parking Standards is 265, while 782 existing parking lots will be upgraded.

Figure: Map of SSTPA beneficiaries

The following table briefly summarizes the consortium technical WPs and the expected results of each foreseen by PASS4CORE-ITA-2 Project.

BENEFICIARY	WP	LOCATION	TOTAL		TOTAL NEW		TOTAL IMPROVED	
			AREA	LOTS	AREA	LOTS	AREA	LOTS
A22	WP2	SADOBRE	70.000	150			70.000	150
A22	WP2	ROVERETO	29.000	100			29.000	100
A22	WP2	TRENTO	20.000	133			20.000	133
INT PORDENONE	WP7	PORDENONE	9.700	31	9.700	31		
INT BOLOGNA	WP5	BOLOGNA	24.300	170			24.300	170
INT PADOVA	WP4	PADOVA	9.000	33	9.000	33		
TRUCK VILLAGE	WP3	COLLEFERRO	65.000	170	26.000	105	39.000	65
TRUCK ONE	WP8	SAN BENEDETTO	28.000	115	1.500	15	26.500	100
INT TOSCANO	WP6	PRATO P1	14.000	39			14.000	39
INT TOSCANO	WP6	PRATO P10	2.300	13	2.300	13		
INT TOSCANO	WP6	PRATO P9	18.100	40	18.100	40		
INT TOSCANO	WP6	PRATO P7-8	11.100	53	6.300	28	4.800	25
TOTAL	**12**		**300.500**	**1.047**	**72.900**	**265**	**227.600**	**782**

Associated with document Ref. Ares(2022)6947771 - 07/10/2022

ANNEXES

LIST OF ANNEXES

Subcontracting table — *mandatory (n/a for Lump Sum and Unit Grants)*
Annex 1 – Detailed Budget Table per Work Package

SUBCONTRACTING TABLE

Task number to be subcontracted	Name of task to be subcontracted	Description	Estimated Costs (EUR)
T1.1	Project management and coordination - CONSORZIO ZAI	The subcontracting includes (i) external support for project management and coordination, (ii) external audit and (iii) communication and dissemination costs.	6,000.00
T1.1	Project management and coordination – A22	The subcontracting includes (i) external support for project management and coordination, (ii) external audit and (iii) communication and dissemination costs.	27,000.00
T1.1	Project management and coordination - COLLEFERRO	The subcontracting includes (i) external support for project management and coordination, (ii) external audit and (iii) communication and dissemination costs.	18,000.00
T1.1	Project management and coordination - PADOVA	The subcontracting includes (i) external support for project management and coordination, (ii) external audit and (iii) communication and dissemination costs.	14,000.00
T1.1	Project management and coordination - BOLOGNA	The subcontracting includes (i) external support for project management and coordination, (ii) external audit and (iii) communication and dissemination costs.	14,000.00
T1.1	Project management and coordination - PRATO	The subcontracting includes (i) external support for project management and coordination, (ii) external audit and (iii) communication and dissemination costs.	15,000.00
T1.1	Project management and coordination - PORDENONE	The subcontracting includes (i) external support for project management and coordination, (ii) external audit and (iii) communication and dissemination costs.	14,000.00
T1.1	Project management and coordination – SAN BENEDETTO	The subcontracting includes (i) external support for project management and coordination, (ii) external audit and (iii) communication and dissemination costs.	14,000.00
T1.2	Coordination effort toward the improvement of the network of SSTPAs – CONSORZIO ZAI	External support for SSTPA data collection and exchange with the national level in accordance with the national level requirements	19,000.00
T1.2	Coordination effort toward the improvement of the network of SSTPAs – A22	External support for SSTPA data collection and exchange with the national level in accordance with the national level requirements	9,000.00
T1.2	Coordination effort toward the improvement of the network of SSTPAs - COLLEFERRO	External support for SSTPA data collection and exchange with the national level in accordance with the national level requirements	7,000.00
T1.2	Coordination effort toward the improvement of the network of SSTPAs – PDAOVA	External support for SSTPA data collection and exchange with the national level in accordance with the national level requirements	4,500.00
T1.2	Coordination effort toward the improvement of the network of SSTPAs – BOLOGNA	External support for SSTPA data collection and exchange with the national level in accordance with the national level requirements	4,500.00
T1.2	Coordination effort toward the improvement of the network of SSTPAs – PRATO	External support for SSTPA data collection and exchange with the national level in accordance with the national level requirements	5,000.00
T1.2	Coordination effort toward the improvement of the network of SSTPAs – PORDENONE	External support for SSTPA data collection and exchange with the national level in accordance with the national level requirements	4,500.00
T1.2	Coordination effort toward the improvement of the network of SSTPAs – SAN BENEDETTO	External support for SSTPA data collection and exchange with the national level in accordance with the national level requirements	4,500.00
T2.2	SSTPA works in Sadobre (BZ)	A22 - SSTPA works development in Sadobre (BZ)	820,000.00

T2.3	SSTPA works in Trento Nord (TN)	A22 - SSTPA works development in Trento Nord (TN)	928,000.00
T2.4	SSTPA works in Rovereto Sud (TN)	A22 - SSTPA works development in Rovereto Sud (TN)	60,000.00
T2.5	Certification of A22 SSTPAs	A22 - Certification of A22 SSTPAs	13,998.00
T3.1	Technical coordination, tendering, testing and auditing	External technical support for the working site management and works coordination/acceptance	90,000.00
T3.2	SSTPA works in Colleferro (RM)	COLLEFERRO - SSTPA works in Colleferro (RM)	2,126,000.00
T3.3	Certification of Colleferro (RM) SSTPA	COLLEFERRO - Certification of Colleferro (RM) SSTPA	15,000.00
T4.1	Technical coordination, tendering, testing and auditing	External technical support for the working site management and works coordination/acceptance	50,000.00
T4.2	SSTPA works in Padova RRT	PADOVA - SSTPA works in Padova RRT	1,645,000.00
T4.3	Certification of Padova RRT SSTPA	PADOVA - Certification of Padova RRT SSTPA	5,000.00
T5.1	Technical coordination, tendering, testing and auditing	External technical support for the working site management and works coordination/acceptance	60,000.00
T5.2	SSTPA works in Bologna RRT	BOLOGNA - SSTPA works in Bologna RRT	739,261.00
T5.3	Certification of Bologna RRT SSTPA	BOLOGNA - Certification of Bologna RRT SSTPA	10,000.00
T6.1	Technical coordination, tendering, testing and auditing	External technical support for the working site management and works coordination/acceptance	198,465.00
T6.2	SSTPAs works in Prato RRT (P7-8)	PRATO - SSTPAs works in Prato RRT (P7-8)	1,161,352.00
T6.3	SSTPAs works in Prato RRT (P1)	PRATO - SSTPAs works in Prato RRT (P1)	109,240.00
T6.4	SSTPAs works in Prato RRT (P9)	PRATO - SSTPAs works in Prato RRT (P9)	1,139,849.00
T6.5	SSTPAs works in Prato RRT (P10)	PRATO - SSTPAs works in Prato RRT (P10)	357,986.00
T6.6	INTERPORTO TOSCANO SSTPAs Certification	PRATO - INTERPORTO TOSCANO SSTPAs Certification	16,000.00
T7.1	Technical coordination, tendering, testing and auditing	External technical support for the working site management and works coordination/acceptance	30,000.00
T7.2	SSTPA realization in Pordenone RRT	PORDENONE - SSTPA works in Pordenone RRT	830,000.00
T7.3	Certification of Pordenone RRT SSTPA	PORDENONE - Certification of Pordenone RRT SSTPA	10,000.00
T8.1	Technical coordination, tendering, testing and auditing	External technical support for the working site management and works coordination/acceptance	90,000.00
T8.2	SSTPA works in San Benedetto del Tronto (AP)	SAN BENEDETTO - SSTPA works in San Benedetto del Tronto (AP)	517,316.00
T8.3	Certification of Truck One SSTPA in San Benedetto del Tronto (AP)	SAN BENEDETTO - Certification of Truck One SSTPA in San Benedetto del Tronto (AP)	9,000.00

HISTORY OF CHANGES		
VERSION	PUBLICATION DATE	CHANGE
1.0	30.09.2022	Initial version

ANNEX 1

DETAILED BUDGET BREAKDOWN PER REPORTING PERIOD

	Estimated eligible costs (per budget category)																Estimated EU contribution			
	Direct costs														Indirect costs	Total costs	EU contribution to eligible costs			Total requested EU contribution
	A. Personnel costs			B. Subcontracting costs	C. Purchase costs					D. Other cost categories					E. Indirect costs		Funding rate %	Maximum EU contribution	Requested EU contribution	
	A.1 Employees (or equivalent) A.2 Natural persons under direct contract A.3 Seconded persons		A.4 SME owners and natural person beneficiaries		C.1 Travel and subsistence			C.2 Equipment	C.3 Other goods, works and services	D.1 Financial support to third parties	D.2 Studies	D.3 Synergetic elements	D.4 Works in outermost regions	D.5 Land purchases						
					Travel	Accommodation	Subsistence													
Forms of funding	Actual costs	Unit costs (usual accounting practices)	Unit costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Flat-rate costs					
	a1	a2	a3	b	c1a	c1b	c1c	c2	c3	d1a	d2	d3	d4	d5	e[1]	f = a+b+c+d	V, W, X	g[2]	h	m
Reporting period 1																				
1 - A22	250 852.00	0.00	0.00	1 081 637.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1 332 489.00	50, 0, 70	666 244.50	666 244.50	666 244.50
2 - Consorzio ZAI	47 351.00	0.00	0.00	16 216.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	63 567.00	50, 0, 70	31 783.50	31 783.50	31 783.50
3 - Truck Village	54 759.00	0.00	0.00	2 042 515.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2 097 274.00	50, 0, 70	1 048 637.00	1 048 637.00	1 048 637.00
4 - Interporto PD	27 896.00	0.00	0.00	705 240.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	733 136.00	50, 0, 70	366 568.00	366 568.00	366 568.00
5 - INTERPORTO BO	12 973.00	0.00	0.00	721 121.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	734 094.00	50, 0, 70	367 047.00	367 047.00	367 047.00
6 - ITC SPA	49 223.00	0.00	0.00	1 800 961.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1 850 184.00	50, 0, 70	925 092.00	925 092.00	925 092.00
7 - Interporto PN	42 059.00	0.00	0.00	879 371.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	921 430.00	50, 0, 70	460 715.00	460 715.00	460 715.00
8 - TRUCK ONE	27 973.00	0.00	0.00	376 390.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	404 363.00	50, 0, 70	202 181.50	202 181.50	202 181.50
Total	513 086.00	0.00	0.00	7 623 451.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8 136 537.00		4 068 268.50	4 068 268.50	4 068 268.50
Reporting period 2																				
1 - A22	240 148.00	0.00	0.00	776 361.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1 016 509.00	50, 0, 70	508 254.50	508 254.50	508 254.50
2 - Consorzio ZAI	25 649.00	0.00	0.00	8 784.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34 433.00	50, 0, 70	17 216.50	17 216.50	17 216.50
3 - Truck Village	10 241.00	0.00	0.00	213 485.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	223 726.00	50, 0, 70	111 863.00	111 863.00	111 863.00
4 - Interporto PD	22 104.00	0.00	0.00	1 013 260.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1 035 364.00	50, 0, 70	517 682.00	517 682.00	517 682.00
5 - INTERPORTO BO	7 027.00	0.00	0.00	106 640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	113 667.00	50, 0, 70	56 833.50	56 833.50	56 833.50
6 - ITC SPA	40 777.00	0.00	0.00	1 201 931.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1 242 708.00	50, 0, 70	621 354.00	621 354.00	621 354.00
7 - Interporto PN	7 941.00	0.00	0.00	9 129.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17 070.00	50, 0, 70	8 535.00	8 535.00	8 535.00
8 - TRUCK ONE	22 027.00	0.00	0.00	258 426.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	280 453.00	50, 0, 70	140 226.50	140 226.50	140 226.50
Total	375 914.00	0.00	0.00	3 588 016.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3 963 930.00		1 981 965.00	1 981 965.00	1 981 965.00
Total all reporting periods	889 000.00	0.00	0.00	11 211 467.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12 100 467.00		6 050 233.50	6 050 233.50	6 050 233.50

[1] e = flat-rate * (a1 + a2 + a3 + b + c1a + c1b + c1c + c2 + c3 + d1a + d2 + d3 + d4 + d5)
[2] g = (a1 + a2 + a3) * V% + b * V% + (c1a + c1b + c1c + c2 + c3) * V% + (d1a + d3 + d5) * V% + d2 * W% + d4 * X% + e * V%

Associated with document Ref. Ares(2022)6947771 - 07/10/2022

START (DETAILED BUDGET TABLE PER WP)

PROJECT DATA	
Project number:	**101079728**
Project acronym:	**21-IT-TG-PASS4CORE-ITA 2**

Associated with document Ref. Ares(2022)6947771 - 07/10/2022

Work package name	Funding Rate
Project management and coordination	50%
Safe & Secure Parking areas development along A22 Motorway	50%
Safe & secure parking area development in Colleferro (RM)	50%
Safe & secure parking area development in Padova RRT	50%
Safe & secure parking area development in Bologna RRT	50%
Safe & secure parking areas development in Prato RRT	50%
Safe & secure parking areas development in Pordenone RRT	50%
Safe & secure parking areas development in San Benedetto del Tronto (AP)	50%

Associated with document Ref. Ares(2022)6947771 - 07/10/2022

Participant name
SOCIETA PER AZIONI AUTOSTRADA DEL BRENNERO (BRENNER-AUTOBAHN)
CONSORZIO PER LA ZONA AGRICOLO INDUSTRIALE DI VERONA
TRUCK VILLAGE COLLEFERRO SOC. CONS A R.L.
INTERPORTO PADOVA SPA
INTERPORTO BOLOGNA SPA
INTERPORTO DELLA TOSCANA CENTRALE - SOCIETA PER AZIONI
INTERPORTO - CENTRO INGROSSO DI PORDENONE SPA
TRUCK ONE SRL

Associated with document Ref. Ares(2022)6947771 - 07/10/2022

DETAILED BUDGET TABLE PER WP

PROJECT DATA	
Project number:	101079728
Project acronym:	21-IT-TG-PASS4CORE-ITA 2

BUDGET BREAKDOWN PER WORK PACKAGE AND PARTICIPANT
Reporting period can be added/deleted as needed

Work Package	Participant	Reporting period 1	Reporting period 2	Reporting period 3	Reporting period 4	Reporting period 5	Total costs	Funding rate (for work package)	EU contribution
Project management and coordination	CONSORZIO PER LA ZONA AGRICOLO INDUSTRIALE DI	63.568	34.432	0	0	0	**98.000**	50%	**49.000**
Project management and coordination	SOCIETA PER AZIONI AUTOSTRADA DEL BRENNERO (BRENNER-	46.703	25.297	0	0	0	**72.000**	50%	**36.000**
Project management and coordination	TRUCK VILLAGE COLLEFERRO SOC. CONS A R L	29.189	15.811	0	0	0	**45.000**	50%	**22.500**
Project management and coordination	INTERPORTO PADOVA SPA	24.973	13.527	0	0	0	**38.500**	50%	**19.250**
Project management and coordination	INTERPORTO BOLOGNA SPA	24.973	13.527	0	0	0	**38.500**	50%	**19.250**
Project management and coordination	INTERPORTO DELLA TOSCANA CENTRALE - SOCIETA PER AZIONI	25.946	14.054	0	0	0	**40.000**	50%	**20.000**
Project management and coordination	INTERPORTO - CENTRO INGROSSO DI PORDENONE SPA	24.973	13.527	0	0	0	**38.500**	50%	**19.250**
Project management and coordination	TRUCK ONE SRL	24.973	13.527	0	0	0	**38.500**	50%	**19.250**
Safe & Secure Parking areas development along	SOCIETA PER AZIONI AUTOSTRADA DEL BRENNERO (BRENNER-	1.285.786	991.212	0	0	0	**2.276.998**	50%	**1.138.499**
Safe & secure parking area development in Colleferro (RM)	TRUCK VILLAGE COLLEFERRO SOC. CONS A R L	2.068.084	207.916	0	0	0	**2.276.000**	50%	**1.138.000**
Safe & secure parking area development in Padova RRT	INTERPORTO PADOVA SPA	708.163	1.021.837	0	0	0	**1.730.000**	50%	**865.000**
Safe & secure parking area development in Bologna RRT	INTERPORTO BOLOGNA SPA	709.121	100.140	0	0	0	**809.261**	50%	**404.631**
Safe & secure parking areas development in Prato RRT	INTERPORTO DELLA TOSCANA CENTRALE - SOCIETA PER AZIONI	1.824.238	1.228.654	0	0	0	**3.052.892**	50%	**1.526.446**
Safe & secure parking areas development in Pordenone RRT	INTERPORTO - CENTRO INGROSSO DI PORDENONE SPA	896.457	3.543	0	0	0	**900.000**	50%	**450.000**
Safe & secure parking areas development in San Benedetto del	TRUCK ONE SRL	379.390	266.926	0	0	0	**646.316**	50%	**323.158**
Total		**8.136.537**	**3.963.930**	**0**	**0**	**0**	**12.100.467**		**6.050.234**

Summary per work package

Etichette di riga	Reporting period_1	FP RP_1	Reporting period_2	FP RP_2	Reporting period_3	FP RP_3	Reporting period_4	FP RP_4	Reporting period_5	FP RP_5	Sum of Total costs	Sum of EU contribution
Project management and coordination	265.297	65%	143.703	35%	-	0%	-	0%	-	0%	409.000	204.500
Safe & Secure Parking areas development along A22 Motorway	1.285.786	56%	991.212	44%	-	0%	-	0%	-	0%	2.276.998	1.138.499
Safe & secure parking area development in Colleferro (RM)	2.068.084	91%	207.916	9%	-	0%	-	0%	-	0%	2.276.000	1.138.000
Safe & secure parking area development in Padova RRT	708.163	41%	1.021.837	59%	-	0%	-	0%	-	0%	1.730.000	865.000
Safe & secure parking area development in Bologna RRT	709.121	88%	100.140	12%	-	0%	-	0%	-	0%	809.261	404.631
Safe & secure parking areas development in Prato RRT	1.824.238	60%	1.228.654	40%	-	0%	-	0%	-	0%	3.052.892	1.526.446
Safe & secure parking areas development in Pordenone RRT	896.457	100%	3.543	0%	-	0%	-	0%	-	0%	900.000	450.000
Safe & secure parking areas development in San Benedetto del Tronto (AP)	379.390	59%	266.926	41%	-	0%	-	0%	-	0%	646.316	323.158
Totale complessivo	**8.136.537**	**67%**	**3.963.930**	**33%**	**-**	**0%**	**-**	**0%**	**-**	**0%**	**12.100.467**	**6.050.234**

Summary per Participant

Etichette di riga	Reporting period_1	Reporting period_2	Reporting period_3	Reporting period_4	Reporting period_5	Sum of Total costs	Sum of EU contribution
CONSORZIO PER LA ZONA AGRICOLO INDUSTRIALE DI VERONA	63.568	34.432	-	-	-	98.000	49.000
SOCIETA PER AZIONI AUTOSTRADA DEL BRENNERO (BRENNER-AUTOBAHN)	1.332.489	1.016.509	-	-	-	2.348.998	1.174.499
TRUCK VILLAGE COLLEFERRO SOC. CONS A R.L.	2.097.274	223.726	-	-	-	2.321.000	1.160.500
INTERPORTO PADOVA SPA	733.136	1.035.364	-	-	-	1.768.500	884.250
INTERPORTO BOLOGNA SPA	734.094	113.667	-	-	-	847.761	423.881
INTERPORTO DELLA TOSCANA CENTRALE - SOCIETA PER AZIONI	1.850.184	1.242.708	-	-	-	3.092.892	1.546.446
INTERPORTO - CENTRO INGROSSO DI PORDENONE SPA	921.430	17.070	-	-	-	938.500	469.250
TRUCK ONE SRL	404.363	280.453	-	-	-	684.816	342.408
Totale complessivo	**8.136.537**	**3.963.930**	**-**	**-**	**-**	**12.100.467**	**6.050.234**

Associated with document Ref. Ares(2022)6947771 - 07/10/2022

#	EU CONTRIBUTION	TOTAL COSTS
ENCODE VALUE FROM EGRANTS	6050234	12100467
DIFFERENCE	0	0

Associated with document Ref. Ares(2022)6947771 - 07/10/2022

ANNEX 2

ESTIMATED BUDGET FOR THE ACTION

	Estimated eligible[1] costs (per budget category)															Estimated EU contribution[2]			
	Direct costs														Indirect costs	Total costs	EU contribution to eligible costs			Maximum grant amount[6]
	A. Personnel costs			B. Subcontracting costs	C. Purchase costs					D. Other cost categories					E. Indirect costs[3]		Funding rate %[4]	Maximum EU contribution[5]	Requested EU contribution	
	A.1 Employees (or equivalent) A.2 Natural persons under direct contract A.3 Seconded persons		A.4 SME owners and natural person beneficiaries	B. Subcontracting	C.1 Travel and subsistence			C.2 Equipment	C.3 Other goods, works and services	D.1 Financial support to third parties	D.2 Studies	D.3 Synergetic elements	D.4 Works in outermost regions	D.5 Land purchases	E. Indirect costs					
Forms of funding	Actual costs	Unit costs (usual accounting practices)	Unit costs[7]	Actual costs	Travel	Accommodation	Subsistence	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Flat-rate costs[8]					
	a1	a2	a3	b	c1a	c1b	c1c	c2	c3	d1a	d2	d3	d4	d5	e[9]	f = a+b+c+d	V, W, X	g[10]	h	m
1 - A22	491 000.00	0.00	0.00	1 857 998.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2 348 998.00	50, 0, 70	1 174 499.00	1 174 499.00	1 174 499.00
2 - Consorzio ZAI	73 000.00	0.00	0.00	25 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98 000.00	50, 0, 70	49 000.00	49 000.00	49 000.00
3 - Truck Village	65 000.00	0.00	0.00	2 256 000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2 321 000.00	50, 0, 70	1 160 500.00	1 160 500.00	1 160 500.00
4 - Interporto PD	50 000.00	0.00	0.00	1 718 500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1 768 500.00	50, 0, 70	884 250.00	884 250.00	884 250.00
5 - INTERPORTO BO	20 000.00	0.00	0.00	827 761.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	847 761.00	50, 0, 70	423 880.50	423 880.50	423 880.50
6 - ITC SPA	90 000.00	0.00	0.00	3 002 892.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3 092 892.00	50, 0, 70	1 546 446.00	1 546 446.00	1 546 446.00
7 - Interporto PN	50 000.00	0.00	0.00	888 500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	938 500.00	50, 0, 70	469 250.00	469 250.00	469 250.00
8 - TRUCK ONE	50 000.00	0.00	0.00	634 816.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	684 816.00	50, 0, 70	342 408.00	342 408.00	342 408.00
Σ consortium	889 000.00	0.00	0.00	11 211 467.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12 100 467.00		6 050 233.50	6 050 233.50	6 050 233.50

[1] See Article 6 for the eligibility conditions. All amounts must be expressed in EUR (see Article 21 for the conversion rules).
[2] The consortium remains free to decide on a different internal distribution of the EU funding (via the consortium agreement; see Article 7).
[3] Indirect costs already covered by an operating grant (received under any EU funding programme) are ineligible (see Article 6.3). Therefore, a beneficiary/affiliated entity that receives an operating grant during the action duration cannot declare indirect costs for the year(s)/reporting period(s) covered by the operating grant, unless they can demonstrate that the operating grant does not cover any costs of the action. This requires specific accounting tools. Please immediately contact us via the EU Funding & Tenders Portal for details.
[4] See Data Sheet for the funding rate(s).
[5] This is the theoretical amount of the EU contribution to costs, if the reimbursement rate is applied to all the budgeted costs. This theoretical amount is then capped by the 'maximum grant amount'.
[6] The 'maximum grant amount' is the maximum grant amount decided by the EU. It normally corresponds to the requested grant, but may be lower.
[7] See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).
[8] See Data Sheet for the flat-rate.
[9] e = flat-rate * (a1 + a2 + a3 + b + c1a + c1b + c1c + c2 + c3 + d1a + d2 + d3 + d4 + d5)
[10] g = (a1 + a2 + a3) * V% + b * V% + (c1a + c1b + c1c + c2 + c3) * V% + (d1a + d3 + d5) * V% + d2 * W% + d4 * X% + e * V%

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ANNEX 2a

ADDITIONAL INFORMATION ON UNIT COSTS AND CONTRIBUTIONS

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

Type: unit costs

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

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

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

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

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

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ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

CONSORZIO PER LA ZONA AGRICOLO INDUSTRIALE DI VERONA (Consorzio ZAI), PIC 946268563, established in VIA SOMMACPAGNA 61, VERONA 37137, Italy,

hereby agrees

to become beneficiary

in Agreement No 101079728 — 21-IT-TG-PASS4CORE-ITA 2 ('the Agreement')

between SOCIETA PER AZIONI AUTOSTRADA DEL BRENNERO (BRENNER-AUTOBAHN) (A22) **and** the **European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

Associated with document Ref. Ares(2022)6947771 - 07/10/2022

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

TRUCK VILLAGE COLLEFERRO SOC. CONS A R.L. (Truck Village), PIC 888347535, established in VIA CASILINA, KM.48,500, COLLEFERRO 00034, Italy,

hereby agrees

to become beneficiary

in Agreement No 101079728 — 21-IT-TG-PASS4CORE-ITA 2 ('the Agreement')

between SOCIETA PER AZIONI AUTOSTRADA DEL BRENNERO (BRENNER-AUTOBAHN) (A22) **and** the **European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

FABIO DI NUZZO with ECAS id n009yo0r signed in the Participant Portal on 12/10/2022 at 17:24:22 (transaction id SigId-43776-fDaNP SbkRBelWccLWMKJM2bWzZUUIAmpAeyzJawkIxCQHtSVkDzGNZuINt fzq06Sr8E0v7N55akzxUvHuNWxeBD-rS0vSrmBGYCzp01BpOmXL1-L Qg6zdKg6DYpGxYC7WHEYQT1AN6q8V2jI3B8eH1RiINVqY7KK6gVDc UQt13yzyfVfltzqj7dbqyiwZk8sezIBkm). Timestamp by third party at 2022.10.12 18:24:28 CEST

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ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

INTERPORTO PADOVA SPA (Interporto PD), PIC 953626983, established in GALLERIA SPAGNA 35, PADOVA PD 35127, Italy,

hereby agrees

to become beneficiary

in Agreement No 101079728 — 21-IT-TG-PASS4CORE-ITA 2 ('the Agreement')

between SOCIETA PER AZIONI AUTOSTRADA DEL BRENNERO (BRENNER-AUTOBAHN) (A22) **and** the **European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

Franco Pasqualetti with ECAS id n00atndu signed in the Participant Portal on 13/10/2022 at 08:01:21 (transaction id SigId-46714-pjzLg02UHgVK7smebFc5bzgoOLzlIwTHWpY0Eg26zYDQVtLzpzKYw6pUYKXHUCXFiXvzfKJfeQ97W61iOFnpdkXu-rS0vSrmBGYCzp01BpOmXL1-1lr00Dzbm5OUOw1sxQRSfzRSjwdVRWre8gQtVMuUF67gwynQJCzMMRde597rLyeikzfzgiRB0sBTKItVzwuWzh7W). Timestamp by third party at 2022.10.13 09:01:26 CEST

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ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

INTERPORTO BOLOGNA SPA (INTERPORTO BO), PIC 996755026, established in PALAZZINA DOGANALE SNC FRAZIONE INTERPORTO, BENTIVOGLIO 40010, Italy,

hereby agrees

to become beneficiary

in Agreement No 101079728 — 21-IT-TG-PASS4CORE-ITA 2 ('the Agreement')

between SOCIETA PER AZIONI AUTOSTRADA DEL BRENNERO (BRENNER-AUTOBAHN) (A22) **and** the **European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

Associated with document Ref. Ares(2022)6947771 - 07/10/2022

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

INTERPORTO DELLA TOSCANA CENTRALE - SOCIETA PER AZIONI (ITC SPA), PIC 885763746, established in VIA DI GONFIENTI 4//4, PRATO 59100, Italy,

hereby agrees

to become beneficiary

in Agreement No 101079728 — 21-IT-TG-PASS4CORE-ITA 2 ('the Agreement')

between SOCIETA PER AZIONI AUTOSTRADA DEL BRENNERO (BRENNER-AUTOBAHN) (A22) **and** the **European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

Associated with document Ref. Ares(2022)6947771 - 07/10/2022

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

INTERPORTO - CENTRO INGROSSO DI PORDENONE SPA (Interporto PN), PIC 888260429, established in VIA INTERPORTO CENTRO INGROSSO 114/5, PORDENONE 33170, Italy,

hereby agrees

to become beneficiary

in Agreement No 101079728 — 21-IT-TG-PASS4CORE-ITA 2 ('the Agreement')

between SOCIETA PER AZIONI AUTOSTRADA DEL BRENNERO (BRENNER-AUTOBAHN) (A22) **and** the **European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

Associated with document Ref. Ares(2022)6947771 - 07/10/2022

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

TRUCK ONE SRL (TRUCK ONE), PIC 888317368, established in VIA PAOLO EMILIO 28, ROMA 00192, Italy,

hereby agrees

to become beneficiary

in Agreement No 101079728 — 21-IT-TG-PASS4CORE-ITA 2 ('the Agreement')

between SOCIETA PER AZIONI AUTOSTRADA DEL BRENNERO (BRENNER-AUTOBAHN) (A22) **and** the **European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

Associated with document Ref. Ares(2022)6947771 - 07/10/2022

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

	Eligible[1] costs (per budget category)																EU contribution[2]				Revenues
	Direct costs														Indirect costs	Total costs	EU contribution to eligible costs			Total requested EU contribution	Income generated by the action
	A. Personnel costs			B. Subcontracting costs	C. Purchase costs				D. Other cost categories						E. Indirect costs[2]		Funding rate %[3]	Maximum EU contribution[4]	Requested EU contribution		
	A.1 Employees (or equivalent) A.2 Natural persons under direct contract A.3 Seconded persons		A.4 SME owners and natural person beneficiaries	B. Subcontracting	C.1 Travel and subsistence			C.2 Equipment	C.3 Other goods, works and services	D.X Financial support to third parties	*[OPTION for Infrastructure Projects:* D.2 Studies*]*	*[OPTION for Infrastructure Projects:* D.3 Synergetic elements*]*	*[OPTION for Infrastructure Projects:* D.4 Works in outermost regions*]*	*[OPTION for Infrastructure Projects:* D.5 Land purchases*]*	E. Indirect costs						
					Travel	Accommodation	Subsistence														
Forms of funding	Actual costs	Unit costs (usual accounting practices)	Unit costs[5]	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	*[* Actual costs*]*	*[* Actual costs*]*	*[* Actual costs*]*	*[* Actual costs*]*	Flat-rate costs[6]						
	a1	a2	a3	b	c1a	c1b	c1c	c2	c3	d1a	*[* d2*]*	*[* d3*]*	*[* d4*]*	*[* d5*]*	e = flat-rate * (a1 + a2 + a3 + b +c1a + c1b + c1c + c2 + c3 + d1a *[* + d2*][* + d3*][* + d4*][* + d5*]*)	f = a+b+c+d+e	*[* U*]* *[* V, W, X*]*	*[* g = f*U%*]* *[* g = (a1 + a2 + a3) * V% + b *V% + (+c1a + c1b + c1c + c2 + c3) *V% + (d1a + d3 + d5)*V% + d2*W% + d4*X% + e*V%*]*	h	m	n
XX – [short name beneficiary/affiliated entity]																					

The beneficiary/affiliated entity hereby confirms that:

The information provided is complete, reliable and true.

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

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

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

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

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

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

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

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

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

[6] See Data Sheet for the flat-rate.

Associated with document Ref. Ares(2022)6947771 - 07/10/2022

ANNEX 5

SPECIFIC RULES

CONFIDENTIALITY AND SECURITY (— ARTICLE 13)

Sensitive information with security recommendation

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

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

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

EU classified information

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

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

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

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

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

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

Rights of use of the granting authority on results for information, communication, dissemination and publicity purposes

The granting authority also has the right to exploit non-sensitive results of the action for information, communication, dissemination and publicity purposes, using any of the following modes:

- **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)

- **distribution to the public** in hard copies, in electronic or digital format, on the internet including social networks, as a downloadable or non-downloadable file

- **editing** or **redrafting** (including shortening, summarising, changing, correcting, cutting, inserting elements (e.g. meta-data, legends or other graphic, visual, audio or text elements) extracting parts (e.g. audio or video files), dividing into parts or use in a compilation

- **translation** (including inserting subtitles/dubbing) in all official languages of EU

- **storage** in paper, electronic or other form

- **archiving** in line with applicable document-management rules

- the right to authorise **third parties** to act on its behalf or sub-license to third parties, including if there is licensed background, any of the rights or modes of exploitation set out in this provision

- **processing**, analysing, aggregating the results and **producing derivative works**

- **disseminating** the results in widely accessible databases or indexes (such as through 'open access' or 'open data' portals or similar repositories, whether free of charge or not.

The beneficiaries must ensure these rights of use for the whole duration they are protected by industrial or intellectual property rights.

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

COMMUNICATION, DISSEMINATION AND VISIBILITY (— ARTICLE 17)

Communication and dissemination plan

Where imposed by the call conditions, the beneficiaries must provide a detailed communication and dissemination plan, setting out the objectives, key messaging, target audiences, communication channels, social media plan, planned budget and relevant

indicators for monitoring and evaluation.**Additional communication and dissemination activities**

The beneficiaries must engage in the following additional communication and dissemination activities:

- **present the project** (including project summary, coordinator contact details, list of participants, European flag and funding statement and project results) on the beneficiaries' **websites** or **social media accounts**
- for actions involving equipment, infrastructure or works, display public **plaques** or **billboards** as soon as the work on the action starts and a **permanent commemorative plaque** once it is finished, with the European flag and funding statement
- upload the public **project results** to the CEF Project Results platform, available through the Funding & Tenders Portal.

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

Member State information

The beneficiaries must keep the Member States that support the action informed about its progress.

To this effect, the coordinator must provide the reports submitted in accordance with Article 21 to the concerned the Member States representatives (listed on the granting authority's website). This can be done either by email or by giving them access to the reports in the Funding & Tenders Portal.

Implementation in case of restrictions due to security

Where the call conditions restrict participation or control due to security reasons, 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 are controlled by such countries or entities from such countries).

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 are controlled by such countries or entities from such countries) does not affect the security interests and avoids potential negative effects over security of supply of inputs critical to the action.

Specific rules for digital infrastructure projects

When implementing digital infrastructure projects, the beneficiaries must ensure that the network technologies and equipment (including software and services) funded by the action comply with the security requirements and assessments as reflected in the applicable EU, international and national law on cybersecurity and on data protection.

Moreover, where the call conditions impose wholesale access obligations, the beneficiaries must provide wholesale access to the digital infrastructure funded by the action, under fair and

reasonable conditions, in a non-discriminatory manner and in accordance with the call conditions.

Specific rules for ATM common projects

When implementing actions for the implementation of common projects established under Regulation (EU) No 409/2013[2], the beneficiaries must ensure that their actions comply with the deployment programme referred to in Article 11 of that Regulation (as published on the Europa website).

Durability

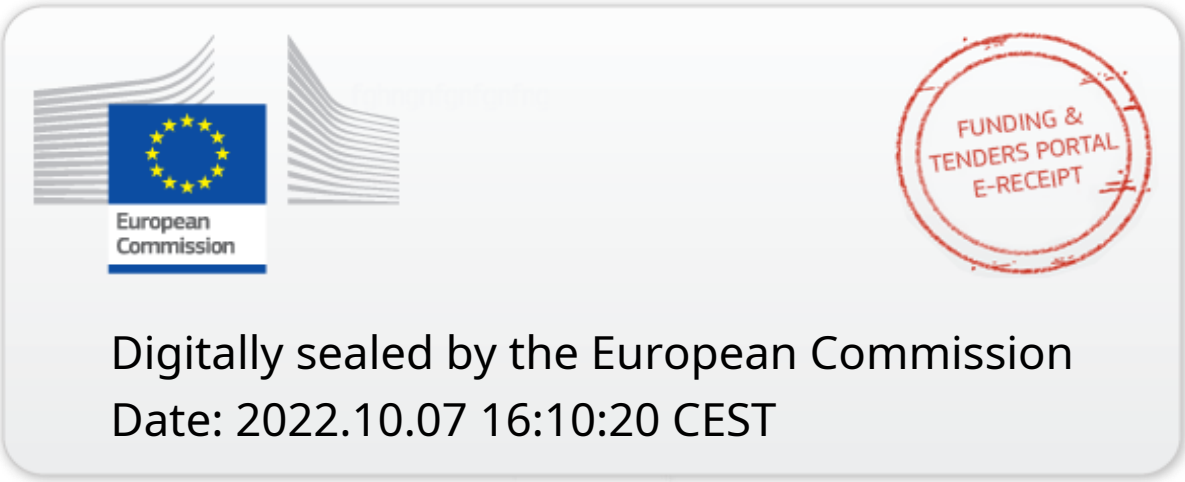
Unless exempted by the granting authority, the beneficiaries must commit to continue to use and maintain after the end of the action equipment bought and fully reimbursed by the action, for activities pursuing the action's objectives. Such equipment must be used for these purposes — for at least five years after the end of the action (see Data Sheet, Point 1) or until the end of its economic lifespan (i.e. until it has been fully depreciated) — whichever is earlier.

Specific rules for blending operations

When implementing blending operations, the beneficiaries acknowledge and accept that:

- the grant depends on the approved financing from the Implementing Partner and/or public or private investors for the project
- they must inform the granting authority both about the approval for financing and the financial close — within 15 days
- both actions will be managed and monitored in parallel and in close coordination with the Implementing Partner, in particular:
    - all information, data and documents (including the due diligence by the Implementing Partner and the signed agreement) may be exchanged and may be relied on for the management of the other action (if needed)
    - issues in one action may impact the other (e.g. suspension or termination in one action may lead to suspension also of the other action; termination of the grant will normally suspend and exit from further financing and vice versa, etc.)
- the granting authority may disclose confidential information also to the Implementing Partner.

[2] Commission Implementing Regulation (EU) No 409/2013 of 3 May 2013 on the definition of common projects, the establishment of governance and the identification of incentives supporting the implementation of the European Air Traffic Management Master Plan (OJ L 123, 4.5.2013, p. 1).



This electronic receipt is a digitally signed version of the document submitted by your organisation. Both the content of the document and a set of metadata have been digitally sealed.

This digital signature mechanism, using a public-private key pair mechanism, uniquely binds this eReceipt to the modules of the Funding & Tenders Portal of the European Commission, to the transaction for which it was generated and ensures its full integrity. Therefore a complete digitally signed trail of the transaction is available both for your organisation and for the issuer of the eReceipt.

Any attempt to modify the content will lead to a break of the integrity of the electronic signature, which can be verified at any time by clicking on the eReceipt validation symbol.

More info about eReceipts can be found in the FAQ page of the Funding & Tenders Portal.

(https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/support/faq)