GRANT AGREEMENT

G-01-2026-[no]

Knowledge to Practice:

Develop applications and AI solutions utilizing the ForestWard Observatory

BETWEEN

on the one hand

European Forest Institute, Yliopistokatu 6B, 80100 Joensuu, Finland ("EFI")

AND

on the other hand

[the Coordinator,] Beneficiary no 1,

[Official name in full], [Official address in full] [("Beneficiary")]

[Beneficiary no 2,]

[Official name in full], [Official address in full]

…

[Beneficiary [order number],]

[Official name in full], [Official address in full]

…

[*Add Beneficiaries as needed*]

[The Coordinator and the other Beneficiaries are jointly referred to as "Beneficiaries".

EFI and the [Beneficiary][Beneficiaries] are together hereafter referred to as "Parties", and individually as "Party"

SPECIAL CONDITIONS

Article 1 Grant and Project

EFI awards a grant in the amount of EUR [sum] [sum in letters] to the [Beneficiary][Beneficiaries] to implement the Project as described in the Project plan (annex 3).

[The Beneficiaries will jointly and severally implement the Project as described in the Project plan (annex 3). If one of the Beneficiaries fails to implement their part of the Project, 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.]

Project implementation period is [actual starting month] and for a period of [months] months]. EFI can grant an extension to the project implementation period by written notification to the [Beneficiary][Beneficiaries]. Such notification can also grant corresponding extensions to activities, reporting periods, and submission of reports.

Deliverables are to be submitted to EFI in accordance with the timing and conditions set out in Project plan (annex 3).

The [Beneficiary][Beneficiaries] must implement the Project in compliance with the provisions of the Agreement, the call conditions and all legal obligations under applicable EU, international and national law.

The [Beneficiary ensures][Beneficiaries ensure] that [it has][they have] sufficient operational capacity, as well as stable and sufficient resources, to successfully implement the Project as stated in Annex 3 and will in support of this provide documentation as requested by EFI, and within a reasonable deadline as set by EFI.

The [Beneficiary][Beneficiaries] may rely on other entities for the implementation of the Project, as stated in the Project plan (annex 3), subject to the following conditions:

- Engagement is only allowed with entities that are eligible for funding under the European Union Horizon Europe Research and Innovation Programme
- Coordination is only a task for the [Beneficiary][Beneficiaries] so designated
- The [Beneficiary][Beneficiaries] retain sole responsibility towards EFI for the proper implementation of the Project and will ensure what EFI is entitled to under this Agreement

Article 2 Reporting

The [Beneficiary][Beneficiaries] will submit technical reports for the following periods:

1. an interim technical report, covering the first [project mid-point month] months of Project implementation, to be submitted to EFI no later than [project mid-point month plus one month] months after start of the Project implementation period
2. a final technical report, covering the entire Project implementation period, to be submitted to EFI no later than 21 calendar days after end of the Project implementation period

The [Beneficiary][Beneficiaries] will also submit checkpoint reports as follows: first check point report at month 3 of the Project implementation period, and the second check point report if requested by EFI, 3 months after acceptance of the interim report.

The checkpoint reports and technical reports will be submitted using templates provided by EFI.

The [Beneficiary][Beneficiaries] must submit to EFI any documents or information required by EFI to assess the interim technical report or final technical report, or the [Beneficiary's][Beneficiaries'] compliance with [its][their] obligations under this Agreement.

Article 3 Payments

Payment of the grant will be made in the following instalments:

1. Pre-financing payment: EUR [sum], equalling 35% of the maximum amount of the grant, upon the Project implementation period starting
2. Interim payment: EUR [sum], equalling 25% of the maximum amount of the grant, upon approval by EFI of the interim technical report
3. Final payment: EUR [sum], equalling 40% of the maximum amount of the grant, upon approval by EFI of the final technical report

If the interim technical report or final technical report cannot be approved, EFI will provide the [Beneficiary][Beneficiaries] with its comments with actions to allow for approval.

To allow for payment by EFI of an instalment, the [Beneficiary][Beneficiaries] will submit a request for payment, as further instructed by EFI.

Payment will be made within 30 calendar days of approval of the respective technical report.

Pre-financing payment will be made within 30 calendar days of the Agreement entering into force.

The Project under this Agreement is funded under Grant Agreement 101084481 — FORWARDS — HORIZON-CL6-2022-CLIMATE-01 between EFI and the Research Executive Agency (REA), under the powers delegated by the European Commission.

A basic eligibility requirement for EFI's costs under Grant Agreement 101084481 — FORWARDS — HORIZON-CL6-2022-CLIMATE-01, thus including all costs under this Grant Agreement, is that they have been incurred (paid) by EFI in October 2027 the latest.

This means that all of the Beneficiaries' requests for payment as well as technical reports, deliverables, and supporting documentation have to be sent by the Beneficiaries well in advance of this, to allow EFI to assess the reports and process payments.

The Beneficiaries therefore acknowledges and accepts that requests for payment by the Beneficiaries, together with technical reports, deliverables, and supporting documentation as stated in Special conditions article 2, to be eligible for funding, must have been received by EFI by 7 October 2027. EFI will not execute payments for any requests for payment received after 7 October 2027.

Article 4 [Consortium]

[The Coordinator will act as the single contact point with the European Forest Institute for administrative and financial aspects of the Project and Grant. The Coordinator can be changed with the consent of EFI.

It is the task of the Coordinator to:

(i) monitor that the Project is implemented properly

(ii) act as the intermediary for all communications between the consortium and EFI

(iii) submit the deliverables and reports to EFI

(iv) issue any requests for payment related to the Grant on behalf of the Beneficiaries,

(v) receive payments by the European Forest Institute related to the Grant, and distribute the payments received from EFI to the other Beneficiaries

The Coordinator will distribute the grant among the Beneficiaries according to the budget in the Project plan (annex 3).

The Beneficiaries must have internal arrangements, regarding their operation and co-ordination, to ensure that the project is implemented properly.]

Article 5 Data and results – Open access

The Project must be implemented following FAIR and open data availability principles[1]. Data and results from the supported activities under the Project must be made available open access upon completion of the Project at the latest, and feed into the ForestWard Observatory that is being developed by the FORWARDS project, as further instructed by EFI.

Article 6 Requirements in respect of Grant Agreement 101084481

The Project under this Agreement is funded under Grant Agreement 101084481 — FORWARDS — HORIZON-CL6-2022-CLIMATE-01 between EFI and the Research Executive Agency (REA) ('the granting authority), under the powers delegated by the European Commission.

The conditions in Grant Agreement 101036849 article 12 (conflict of interest), article 13 (confidentiality and security), article 14 (ethics), article 17.2 (visibility), article 18 (specific rules for carrying out action), article 19 (information) and article 20 (record-keeping) will also apply *mutatis mutandis* to the [Beneficiary][Beneficiaries] and any third party engaged by [Beneficiary][Beneficiaries] in the implementation of the Project under this Agreement.

[Beneficiary][Beneficiaries] will ensure that the bodies mentioned in Grant Agreement 101084481 article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights under also towards [Beneficiary][Beneficiaries] and any third party engaged by Beneficiaries in the implementation of the Project under this Agreement.

[1] Wilkinson, M. D. et al. The FAIR Guiding Principles for scientific data management and stewardship. Scientific Data 3, 160018, doi:10.1038/sdata.2016.18 (2016).

The time-limits after project end that applies according to Grant Agreement 101084481, Data Sheet Point 6:

- Confidentiality (for X years after final payment): 5
- Record-keeping (for X years after final payment): 5
- Reviews (up to X years after final payment): 2
- Audits (up to X years after final payment): 2
- Extension of findings from other grants to this grant (no later than X years after final payment): 2
- Impact evaluation (up to X years after final payment): 5

Article 7 Monitoring

EFI will appoint a grant manager to monitor and liaise with the Beneficiaries on a regular basis throughout the duration of the Project.

The [Beneficiary][Beneficiaries] will continuously keep the EFI grant manager informed about the progress of the Project activities. The [Beneficiary][Beneficiaries] must especially inform EFI immediately of events which are likely to affect or delay the implementation of the activities, including changes in their legal, financial, technical, organisational situation, or compliance otherwise with requirements under the Agreement, as well as remedial steps taken and planned.

The [Beneficiary][Beneficiaries] may also be added to a collaboration tool as designated by EFI.

The [Beneficiary][Beneficiaries] will take part in the meetings (including a joint kick-off with other projects funded by EFI) as organised by the grant manager.

Article 8 Principles for funding and Exclusion from funding

[Beneficiary ensures][Beneficiaries ensure] that:

(i) The Grant, if awarded, will not fund activities or operating costs already funded from another source.

(ii) The Grant, if awarded, will not have the purpose or effect of producing a profit for Beneficiary.

(iii) The Grant, if awarded, will not fund activities that have already been completed prior to the entry into force of the grant agreement.

(iv) [Beneficiary complies][Beneficiaries comply] with the principle of sound financial management in its activities.

Sound Financial Management is the principles of economy (resources used in the pursuit of the implementation of the activities funded by the grant shall be made available in due time, in appropriate quantity and quality and at the best price), effectiveness (the attainment of the specific objectives and the achievement of the intended results) and efficiency (the best relationship between resources employed and results achieved).

(v) [Beneficiary meets][Beneficiaries meet] internationally accepted standards for internal control, accounting and external audit.

Internal control are the processes, applicable at all levels of management, designed to provide reasonable assurance of achieving the following objectives: a) effectiveness, efficiency and economy of operations; b) reliability of reporting; c) safeguarding of assets and information; d) prevention, detection, correction and follow-up of fraud and irregularities; e) adequate management of the risks relating to the legality and regularity of the financial operations.

(vi) Neither the [Beneficiary][Beneficiaries] nor any person having powers of representation, decision-making or control over it or a member of [its][their] administrative, management or supervisory body have been the subject of a final judgment or of a final administrative decision for any of the following reasons:

- bankruptcy, insolvency or winding-up procedures
- breach of obligations relating to the payment of taxes or social security contributions
- grave professional misconduct, including mis-representation
- fraud
- corruption
- conduct related to a criminal organisation
- money laundering or terrorist financing
- terrorist offences or offences linked to terrorist activities
- child labour and other trafficking in human beings
- irregularity
- creating or being a shell company.

Article 9 Submitted documentation

[Beneficiary ensures][Beneficiaries ensure] that all documentation submitted as part of the Application (Annex 4), or the grants process otherwise, is correct and truthfully stated.

Article 10 Final provisions

This Agreement consists of these Special conditions and its annexes. The following documents are annexed to these Special conditions and form an integral part of this Agreement:

- Annex 1: Grant Agreement 101084481 — FORWARDS — HORIZON-CL6-2022-CLIMATE-01, articles 12, 13, 14, 17, 18, 19, 20, 25 and annex 5 (as applicable)
- Annex 2: General conditions
- Annex 3: Project plan
- Annex 4: Application

In event of a conflict between the Special conditions and the annexes, or between the annexes, the following order of precedence will apply:

1. Special conditions

2. Annex 1: Grant Agreement 101084481 — FORWARDS — HORIZON-CL6-2022-CLIMATE-01, articles 12, 13, 14, 17, 18, 19, 20, 25 and annex 5 (as applicable)
3. Annex 2: General conditions
4. Annex 3: Project plan
5. Annex 4: Application

Any modification to this Agreement must be in writing and be duly signed by the Parties to be valid.

This Agreement shall enter into force on the date when the last of the Parties sign.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement.

On behalf of EFI	**On behalf of Beneficiary [no]**
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:

Annex 1: Grant Agreement 101084481 — FORWARDS — HORIZON-CL6-2022-CLIMATE-01, articles 12, 13, 14, 17, 18, 19, 20, 25 and annex 5 (as applicable)

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

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

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

SECTION 2 RULES FOR CARRYING OUT THE ACTION

ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION

11.1 Obligation to properly implement the action

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

11.2 Consequences of non-compliance

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

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

ARTICLE 12 — CONFLICT OF INTERESTS

12.1 Conflict of interests

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

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

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

12.2 Consequences of non-compliance

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

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

ARTICLE 13 — CONFIDENTIALITY AND SECURITY

13.1 Sensitive information

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

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

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

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

(a) need to know it in order to implement the Agreement and

(b) are bound by an obligation of confidentiality.

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

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

(a) this is necessary to implement the Agreement or safeguard the EU financial interests and

(b) the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

(a) the disclosing party agrees to release the other party

(b) the information becomes publicly available, without breaching any confidentiality obligation

(c) the disclosure of the sensitive information is required by EU, international or national law.

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

13.2 Classified information

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444[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).

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

ARTICLE 15 — DATA PROTECTION

15.1 Data processing by the granting authority

[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).

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

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

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

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

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

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

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

16.4 Specific rules on IPR, results and background

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

16.5 Consequences of non-compliance

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

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

ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY

17.1 Communication — Dissemination — Promoting the action

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

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

17.2 Visibility — European flag and funding statement

Unless otherwise agreed with the granting authority, communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded

by the grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):

Funded by the European Union

Co-funded by the European Union

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):

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

17.4 Specific communication, dissemination and visibility rules

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

17.5 Consequences of non-compliance

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

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

ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION

18.1 Specific rules for carrying out the action

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

18.2 Consequences of non-compliance

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

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

SECTION 3 GRANT ADMINISTRATION

ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS

19.1 Information requests

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

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

19.2 Participant Register data updates

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

19.3 Information about events and circumstances which impact the action

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

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

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

(ii) linked action information: not applicable

(b) **circumstances** affecting:

(i) the decision to award the grant or

(ii) compliance with requirements under the Agreement.

19.4 Consequences of non-compliance

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

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

ARTICLE 20 — RECORD-KEEPING

20.1 Keeping records and supporting documents

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

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

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

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

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

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

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

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

(d) for unit, flat-rate and lump sum costs and contributions according to usual cost accounting practices (if any): the beneficiaries must keep any adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on

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objective criteria, regardless of the source of funding, and that they comply with the eligibility conditions set out in Articles 6.1 and 6.2.

Moreover, the following is needed for specific budget categories:

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

(f) additional record-keeping rules: not applicable

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

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

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

20.2 Consequences of non-compliance

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

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

ARTICLE 21 — REPORTING

21.1 Continuous reporting

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

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

21.2 Periodic reporting: Technical reports and financial statements

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

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

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

Not applicable

24.4 Systems and process audit (SPA)

Beneficiaries which:

- use unit, flat rate or lump sum costs or contributions according to documented (i.e. formally approved and in writing) usual costs accounting practices (if any) or
- have formalised documentation on the systems and processes for calculating their costs and contributions (i.e. formally approved and in writing), have participated in at least 150 actions under Horizon 2020 or the Euratom Research and Training Programme (2014-2018 or 2019-2020) and participate in at least 3 ongoing actions under Horizon Europe or the Euratom Research and Training Programme (2021-2025 or 2026-2027)

may apply to the granting authority for a systems and process audit (SPA).

This audit will be carried out as follows:

Step 1 – Application by the beneficiary.

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

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

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

24.5 Consequences of non-compliance

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

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

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

25.1 Granting authority checks, reviews and audits

25.1.1 Internal checks

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

25.1.2 Project reviews

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

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

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

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

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

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

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

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

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

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

25.1.3 Audits

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

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

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

The beneficiary concerned must cooperate diligently and provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data)

to verify compliance with the Agreement. Sensitive information and documents will be treated in accordance with Article 13.

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

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

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

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

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

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

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

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

25.3 Access to records for assessing simplified forms of funding

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

25.4 OLAF, EPPO and ECA audits and investigations

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

- the European Anti-Fraud Office (OLAF) under Regulations No 883/2013[19] and No 2185/96[20]
- 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

[19] 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).

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

Associated with document Ref. Ares(2022)8994032 - 10/10/2022

other personal data, including in electronic format) and allow access to sites and premises for on-the-spot visits or inspections — as provided for under these Regulations.

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

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

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

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

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

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

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

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

25.5.2 Extension from other grants

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

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

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

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

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

(a) an invitation to submit observations on the list of grants affected by the findings

(b) the request to submit revised financial statements for all grants affected

(c) the correction rate for extrapolation, established on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected, if the beneficiary concerned:

(i) considers that the submission of revised financial statements is not possible or practicable or

(ii) does not submit revised financial statements.

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

(a) an invitation to submit observations on the list of grants affected by the findings and

(b) the **correction rate for extrapolation**, established on the basis of the systemic or recurrent errors and the principle of proportionality.

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

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

25.6 Consequences of non-compliance

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

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

ARTICLE 26 — IMPACT EVALUATIONS

26.1 Impact evaluation

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

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

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

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

26.2 Consequences of non-compliance

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

CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE

Associated with document Ref. Ares(2022)6994032 - 10/10/2022

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.

ETHICS (— ARTICLE 14)

Ethics and research integrity

The beneficiaries must carry out the action in compliance with:

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

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

Associated with document Ref. Ares(2022)6994032 - 10/10/2022

and

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

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

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

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

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

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

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

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

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

This implies compliance with the following principles:

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

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

Associated with document Ref. Ares(2022)6994032 - 10/10/2022

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

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

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

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

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

VALUES (— ARTICLE 14)

Gender mainstreaming

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

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

Definitions

Access rights — Rights to use results or background.

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

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

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

Associated with document Ref. Ares(2022)6994032 - 10/10/2022

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

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

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

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

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

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

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

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

Additional access rights

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

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

Dissemination

Dissemination of results

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

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

Associated with document Ref. Ares(2022)6994032 - 10/10/2022

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

Additional dissemination obligations

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

Open Science

Open science: open access to scientific publications

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

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

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

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

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

Open science: research data management

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

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

Associated with document Ref. Ares(2022)6994032 - 10/10/2022

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

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

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

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

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

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

Open science: additional practices

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

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

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

Plan for the exploitation and dissemination of results including communication activities

Associated with document Ref. Ares(2022)6994032 - 10/10/2022

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

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

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

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

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

Recruitment and working conditions for researchers

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

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

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

Specific rules for access to research infrastructure activities

Definitions

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

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

Associated with document Ref. Ares(2022)6994032 - 10/10/2022

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

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

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

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

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

  - categories of users that may have access:

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

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

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

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

  - procedure and criteria for selecting user groups:

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

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

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

Associated with document Ref. Ares(2022)6994032 - 10/10/2022

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

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

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

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

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

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

- other conditions:

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

In addition, the beneficiaries must:

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

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

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

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

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

15

Associated with document Ref. Ares(2022)6994032 - 10/10/2022

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

- other conditions:

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

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

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

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

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

Annex 2: General Conditions

Article 1 Confidentiality

All information in whatever form or mode of transmission, which has been disclosed by EFI to the [Beneficiary][Beneficiaries] in connection with the performance of this Agreement and which has been explicitly indicated as confidential, or when disclosed orally, has been identified as confidential at the time of disclosure is "Confidential Information". All results under the Agreement, in whatever form, are also "Confidential Information".

The [Beneficiary][Beneficiaries] may only use Confidential Information only for the purpose of implementation of the Project, and may not to disclose Confidential Information to any third party without the prior written consent by EFI.

The above stated obligations shall not apply for disclosure or use of Confidential Information, if and in so far as the [Beneficiary][Beneficiaries] can show that:

- EFI subsequently has released the [Beneficiary][Beneficiaries] its confidentiality obligations according to this article;
- the Confidential Information has become publicly available by means other than a breach of the [Beneficiary's][Beneficiaries'] confidentiality obligations;
- the disclosure of Confidential Information is required in order to comply with applicable laws or regulations.

All Confidential Information must be stored and handled by the [Beneficiary][Beneficiaries] so that no unauthorized person has access to it and must be returned to EFI upon completion of the Project or the termination of this Agreement.

The [Beneficiary][Beneficiaries] shall be bound by the above stated confidentiality also after completion of the Project or termination of this Agreement for a period of five (5) years from the time of such completion or termination.

Article 2 Conflict of interests

The [Beneficiary][Beneficiaries] undertake to take all necessary action to prevent, avoid and resolve any situation where implementation of the Project is compromised for reasons of shared interest with another party.

EFI shall without delay be informed of any situation constituting or being likely to lead to a conflict of interest.

EFI reserves the right to verify that actions taken by the [Beneficiary][Beneficiaries] are adequate and may require additional action to be taken, within a time limit that it shall set.

Article 3 Intellectual Property Rights

The [Beneficiary][Beneficiaries] grant EFI a unlimited, worldwide, royalty-free, sub-licensable, non-exclusive, irrevocable licence to use (including but not limited to publishing, printing and

distributing) all data, results, and deliverables produced under the Project for the duration of the intellectual property rights protection.

The [Beneficiary][Beneficiaries] warrant and represent that the checkpoint reports and technical reports do not infringe or violate any intellectual property or other rights.

Article 4 Liability

The [Beneficiary][Beneficiaries] will have sole responsibility for complying with any obligation incumbent on [it][them], especially in relation to provisions of this Agreement, and with applicable national law on taxes, labour and social security.

The [Beneficiary undertakes][Beneficiaries undertake] to hold EFI harmless of all claims that any third party may present against EFI, including EFI´s reasonable legal costs, provided that it was caused by the [Beneficiary][Beneficiaries] by gross negligence or wilful act.

EFI will not accept any responsibility or liability for any claims, debts, demands, damage or loss sustained by the [Beneficiary][Beneficiaries] in performance of the Project except in the event of wilful misconduct or gross negligence on the part of EFI.

Article 5 Controls and audit

The [Beneficiary][Beneficiaries] must provide any information requested in order to verify proper implementation of the Project, costs incurred under the Project, and compliance with any other obligation under this Agreement.

EFI has the right to audit or to nominate any third party to audit the [Beneficiary's][Beneficiaries'] records relating to implementation of the Project, costs incurred under the Project during term of the Agreement and thereafter for a period of ten years after the payment of the balance.

The [Beneficiary][Beneficiaries] must — for a period of ten years after the payment of the balance (or until the end of review procedures, as applicable) — keep records and other supporting documentation in order to prove the proper implementation of the Project and the costs incurred under the Project.

Article 6 Code of conduct

The [Beneficiary][Beneficiaries] and [its][their] staff shall at all-time act impartially as well as with appropriate discretion, and shall refrain from making any public statements concerning the project without the prior approval of EFI.

The [Beneficiary][Beneficiaries] and [its][their] staff shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the country where the project is implemented.

The [Beneficiary][Beneficiaries] shall respect legislation applicable in the country where the project is implemented as well as internationally agreed core labour standards.

The [Beneficiary][Beneficiaries] shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.

The [Beneficiary][Beneficiaries] or any of [its][their] staff shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the agreement or for showing favour or disfavour to any person in relation to the agreement. The [Beneficiary][Beneficiaries] shall comply with all applicable laws, regulations and codes relating to anti-bribery and anti-corruption.

The [Beneficiary][Beneficiaries] and [its][their] staff must not exercise any activity or receive any advantage inconsistent with their obligations under the agreement.

The [Beneficiary confirms][Beneficiaries confirm] that [it has][they have] not engaged in, nor will engage in, any corrupt, fraudulent, collusive, coercive, or obstructive practice in entering into or implementing this Agreement, as defined below:

- *Corrupt practice:* the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party
- *Fraudulent practice:* any act or omission, including a misrepresentation, that knowingly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation
- *Coercive practice:* impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party
- *Collusive practice:* an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party
- *Obstructive practice:* impeding any investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding EFI's rights of audit or access to information

The [Beneficiary][Beneficiaries] shall respect all applicable national legislation related to their activities.

The [Beneficiary][Beneficiaries] will especially ensure that [its][their] obligations under this article also applies to any other entities [it engages][they engage] in the implementation of the Project.

Should the [Beneficiary][Beneficiaries] be in beach of this article on code of conduct, EFI can recover any sums paid under this Agreement, as well as terminate the Agreement with immediate effect.

Article 7 Data protection

The [Beneficiary][Beneficiaries] shall ensure appropriate protection of personal data in accordance with the legislation applicable to the Beneficiaries, but shall in any case always 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 personal data are processed; and
- processed in a manner that ensures appropriate security of the personal data.

Personal data means any information relating to a natural living person that is identified or who is reasonably likely to be identified (*data subject*).

Article 8 Measures to prevent and respond to sexual exploitation, sexual abuse and sexual harassment (SEAH)

The [Beneficiary acknowledges and ensures its][Beneficiaries acknowledge and ensure their] commitment to actively prevent and respond to sexual exploitation, sexual abuse and sexual harassment (SEAH) as defined below.

For the purpose of this Agreement, the following definitions apply: a) Sexual exploitation: Any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; b) Sexual abuse: The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; c) Sexual harassment: Any form of unwanted verbal, non-verbal or physical conduct of a sexual nature with the purpose or effect of violating the dignity of a person.

When [Beneficiary becomes][Beneficiaries become] aware of suspicions or complaints of SEAH, it shall take swift action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) after considering the rights, needs and wishes of the survivor/victim.

The [Beneficiary][Beneficiaries] shall promptly report to EFI any allegations of SEAH credible enough to warrant an investigation related to this Agreement as well as allegations of SEAH not directly linked to this Agreement but of significant impact the engagement with EFI. The reporting will be made without compromising the safety and due process rights of any concerned person.

Article 9 Accession of new Beneficiaries

In justified cases, the [Beneficiary][Beneficiaries] may request the addition of a new Beneficiary. [The request for amendment will be submitted by the Coordinator.]

If the request for addition is accepted by EFI, the Parties will negotiate on the necessary amendments to the Agreement.

New [Beneficiary][Beneficiaries] will assume the rights and obligations under the Agreement with effect from the date of their accession.

Article 10 [Termination of participation

Termination of the participation of one or more Beneficiaries may be requested by the Coordinator, or in case of the Coordinator by another Beneficiary (acting on behalf of the other Beneficiaries).

EFI will agree to such a request at its own discretion.]

Article 11 Termination of the Agreement and recovery of amounts unduly paid

EFI may suspend or terminate this Agreement, and recover any amount as unduly paid to the [Beneficiary][Beneficiaries]:

(i) if any information given by the [Beneficiary][Beneficiaries] in the Application (Annex 4), or otherwise as part of the grant process, proves to be false or cannot be proven to the satisfaction of EFI, or any illegal or corrupt practices have been connected with negotiating, signing or executing this Agreement;

(ii) in case of non-compliance with the requirements under article 6 of the Special Conditions;

(iii) if a Beneficiary becomes subject to European Union Restrictive measures. EFI may alternatively terminate the participation of that Beneficiary;

(iv) if anything the [Beneficiary has][Beneficiaries have] to ensure according to this Agreement proves to be false, most notably:

- article 8 of the Special conditions on Principles for funding and Exclusion from funding,
- that all documentation submitted as part of the Application (Annex 4), or the grants process otherwise, is correct and truthfully stated,
- that [Beneficiary has][Beneficiaries have] sufficient operational capacity, as well as stable and sufficient resources, to successfully implement the Project as stated in Annex 3; or

(v) if implementation of the Project has significantly deviated from the Project plan (Annex 3).

EFI may suspend or terminate this Agreement if the [Beneficiary][Beneficiaries] are in breach of this Agreement or if circumstances have made implementation of the Project impossible or not reasonable.

Article 12 Applicable law and dispute settlement

This Agreement shall be governed by Finnish law, excluding its rules on conflict of laws.

The Parties shall seek to settle amicably any differences of opinion and disputes arising from or related to the implementation of this Agreement. Should this fail, any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled in accordance with the Arbitration Rules of the Finland Chamber of Commerce. Article 38 on Interim measures of protection shall not apply. The language of the proceedings shall be English. The place of arbitration shall be Helsinki, Finland.

Article 13 Privileges and immunities

Nothing in this Agreement or in any document or arrangement relating thereto shall be construed as conferring any privileges or immunities of, or relating to, EFI on [Beneficiary][Beneficiaries] or any person performing tasks under the Agreement.

Nothing in the Agreement may be interpreted as a waiver of any privileges or immunities accorded to EFI by its constituent documents or international law.

Annex 3: Project Plan

Annex 4: Application