



Innovation and Networks Executive Agency

Department C - Connecting Europe Facility (CEF)

**GRANT AGREEMENT
UNDER THE CONNECTING EUROPE FACILITY (CEF) - TRANSPORT SECTOR**

AGREEMENT No INEA/CEF/TRAN/M2014/1049241

The **Innovation and Networks Executive Agency (INEA)** ("the Agency"), under the powers delegated by the European Commission ("the Commission"), represented for the purposes of signature of this Agreement by the Director of the Agency, Dirk Beckers,

on the one part,

and

1. Ministère de l'Ecologie, du Développement Durable et de l'Energie (MEDDE)

Tour Séquoia
92055 La Défense Cedex
France

hereinafter referred to as "the coordinator", represented for the purposes of signature of this Agreement by Secrétaire d'Etat en charge des transports, de la mer et de la pêche, Alain VIDALIES

and the following other beneficiaries:

2. Vlaamse Overheid (Flemish authorities) (VO)

Martelaarsplein 19
1000 BRUSSEL
Belgium

represented for the purposes of signature of this Agreement by Flemish Minister of Mobility, Public Works, Vlaamse Rand, Tourism and Animal Welfare, Ben WEYTS

3. Région wallonne - Service Public de Wallonie (SPW) – Direction générale opérationnelle de la Mobilité et des Voies hydrauliques

Boulevard du Nord 8
B - 5000 NAMUR
Belgium

represented for the purposes of signature of this Agreement by Vice-Président et Ministre des Travaux publics, de la Santé, de l'Action sociale et du Patrimoine, Maxime PREVOT

hereinafter referred to collectively as "the beneficiaries", and individually as "beneficiary" for the purposes of this Agreement where a provision applies without distinction between the coordinator or another beneficiary,

on the other part,

HAVE AGREED

to the Special Conditions (hereinafter referred to as "the Special Conditions") and the following Annexes:

- Annex I Description of the action
- Annex II General Conditions (hereinafter referred to as "the General Conditions")
- Annex III Estimated budget of the action
- Annex IV Mandates provided to the coordinator by the other beneficiaries
- Annex V Model final report
- Annex VI Model financial statement(s)
- Annex VII Model terms of reference for the certificate on the financial statements

which form an integral part of this Agreement, hereinafter referred to as "the Agreement".

The terms set out in the Special Conditions shall take precedence over those set out in the Annexes.

The terms of Annex II "General Conditions" shall take precedence over the other Annexes.



SPECIAL CONDITIONS

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ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

The Commission has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the action entitled "Seine-Escaut 2020" ("the action"), action number 2014-EU-TM-0373-M as described in Annex I.

With the signature of the Agreement, the beneficiaries accept the grant and agree to implement the action, acting on their own responsibility.

ARTICLE 2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF THE ACTION

- 2.1 The Agreement shall enter into force on the date on which the last party signs.
- 2.2 The action shall run from 01/01/2014 ("the starting date") until 31/12/2019 ("the completion date").

ARTICLE 3 - MAXIMUM AMOUNT AND FORM OF THE GRANT

The grant for the action shall be of a maximum amount of EUR 979,686,500.

The grant shall take the form of:

- (a) the reimbursement of the eligible costs of the action ("reimbursement of eligible costs"), which are estimated at EUR 2,326,759,000, according to the following conditions:
- (a1) Reimbursement of 40% of the eligible costs for the direct costs of the following activities: Activity 2, Activity 7, Activity 9, which are
- (i) actually incurred ("reimbursement of actual costs")
 - (ii) reimbursement of unit costs: not applicable
 - (iii) reimbursement of lump sum costs: not applicable
 - (iv) reimbursement of flat-rate costs: not applicable
 - (v) declared on the basis of an amount per unit calculated in accordance with the beneficiary's usual cost accounting practices ("reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices") for personnel costs
- (a2) Reimbursement of 50% of the eligible costs for the direct costs of the following activities: Activity 1, Activity 3, Activity 4, Activity 5, Activity 6, Activity 8, which are
- (i) actually incurred ("reimbursement of actual costs")
 - (ii) reimbursement of unit costs: not applicable
 - (iii) reimbursement of lump sum costs: not applicable
 - (iv) reimbursement of flat-rate costs: not applicable
 - (v) declared on the basis of an amount per unit calculated in accordance with the beneficiary's usual cost accounting practices ("reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices") for personnel costs



- (b) unit contribution: not applicable
- (c) lump sum contribution: not applicable
- (d) flat-rate contribution: not applicable

ARTICLE 4 – ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS

4.1 Reporting periods and payments

In addition to the provisions set out in Articles II.23 and II.24, the following reporting and payment arrangements shall apply:

4.1.1 Reporting periods

The action is divided into the following reporting periods:

- Reporting period 1 from the starting date of the action to 31 December 2014;
- Reporting period 2 from 1 January 2015 to 31 December 2015;
- Reporting period 3 from 1 January 2016 to 31 December 2016;
- Reporting period 4 from 1 January 2017 to 31 December 2017;
- Reporting period 5 from 1 January 2018 to 31 December 2018;
- Last reporting period from 1 January 2019 to the completion date of the action.

4.1.2 Payments

Upon entry into force of the Agreement, the Agency shall make a first pre-financing payment equivalent to 40% of the amount of the first annual instalment of the maximum CEF contribution as indicated in Annex III in accordance with Article II.24.1.2. The Agency shall pay to each beneficiary its share of the first pre-financing payment in accordance with Article II.24.11.

At the end of each reporting period, except the last reporting period, the coordinator may submit a request for further pre-financing payment in accordance with Article II.23.1.2. The further pre-financing payment shall be calculated on the basis of 40% of the cumulated financing needs and in accordance with Article II.24.1.3. The Agency shall make the further pre-financing payment in accordance with Article II.24.1.3. The Agency shall pay to each beneficiary its share of the further pre-financing payment in accordance with Article II.24.11.

At the end of at least every two reporting periods, the coordinator shall submit a request for interim payment in accordance with Article II.23.2.1. The Agency shall make an interim payment in accordance with Article II.24.2. The Agency shall pay to each beneficiary its share of the interim payment in accordance with Article II.24.11.

At the end of the last reporting period, the coordinator shall submit the request for payment of the balance in accordance with Article II.23.2.2. The Agency shall make the payment of the balance in accordance with Article II.24.3. The Agency shall pay to each beneficiary its share of the payment of the balance in accordance with Article II.24.11.

4.1.3 Ceiling for pre-financing and interim payments

The total amount of pre-financing and interim payments shall not exceed 80% of the maximum grant amount set out in Article 3.

4.2 Time limit for payments

The time limit for the Agency to make the interim payment(s) and payment of the balance is 90 days.

4.3 Language and submission means of requests for payment, reports and financial statements

All requests for payments, reports and financial statements shall be submitted in English.

The Action Status Report referred to in Article II.23.1 shall be submitted via TEN-Tec.

Other documents or, if applicable, scanned copies of the original signed paper versions and electronic files, shall be sent via e-mail to the address specified in Article 6.2.

ARTICLE 5 – BANK ACCOUNT FOR PAYMENTS

Payments shall be made to the following bank accounts:

- for Ministère de l'Ecologie, du Développement Durable et de l'Energie:
Name of bank: Direction Départementale des finances publiques du Pas-de-Calais
Address of branch: 16, Place Foch SP5, 62021 Arras
Precise denomination of the account holder: M. L'AGENT COMPTABLE PRINCIPAL DES VOIES NAVIGABLES DE FRANCE
Full account number (including bank codes): FR7610071620000000101058477
BIC code: TRPUFRP1

- for Vlaamse Overheid (Flemish authorities):
Name of bank: ING Bank
Address of branch: Marnixlaan 24 , 1000 Bruxelles
Precise denomination of the account holder: W&Z NV ONTVANGSTEN - Ontvangsten dotaties project (Seine-Schelde)
Full account number (including bank codes): 3751117160-90
IBAN code: BE34375111716090

- for Région wallonne - Service Public de Wallonie (SPW) – Direction générale opérationnelle de la Mobilité et des Voies hydrauliques:
Name of bank: Belfius Bank S.A.
Address of branch: Boulevard Pacheco 44, 1000, Bruxelles
Precise denomination of the account holder: SPW Recettes Generales
Full account number (including bank codes): BE15091215020030
BIC code: GKCCBEBB



ARTICLE 8 - IMPLEMENTING BODIES DESIGNATED BY THE BENEFICIARIES

For the purpose of this Agreement, the following entities are considered as implementing bodies:

- Voies navigables de France, designated by MEDDE;
- Waterwegen en Zeekanaal NV, designated by VO;

ARTICLE 9 - MONO-BENEFICIARY GRANT

Not applicable.

ARTICLE 10 – ADDITIONAL PROVISIONS ON REIMBURSEMENT OF COSTS DECLARED ON THE BASIS OF THE BENEFICIARY'S USUAL COST ACCOUNTING PRACTICES

Not applicable.

ARTICLE 11 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In addition to the provisions of Article II.8.3, the beneficiaries shall warrant that the Agency has the rights to:

- summarise the results of the action and distribute the summary;
- extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action.

ARTICLE 12 – OBLIGATION TO CONCLUDE AN INTERNAL CO-OPERATION AGREEMENT

Not applicable.

ARTICLE 13 - INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE

Not applicable.

ARTICLE 14 - INELIGIBILITY OF VALUE ADDED TAX

By way of derogation from point (h) of Article II.19.2, amounts of value added tax (VAT) paid are not eligible for the following beneficiaries: Vlaamse Overheid (Flemish authorities), Région wallonne - Service Public de Wallonie (SPW) – Direction générale opérationnelle de la Mobilité et des Voies hydrauliques and Ministère de l'Ecologie, du Développement Durable et de l'Energie.

ARTICLE 15 - SPECIAL PROVISIONS ON ELIGIBLE COSTS

Not applicable.

ARTICLE 16 – WAIVING OF THE OBLIGATION TO PROVIDE CERTIFICATES ON THE FINANCIAL STATEMENTS



ARTICLE 6 - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES

6.1 Data controller

The entity acting as a data controller according to Article II.6 shall be the Director of the Agency.

6.2 Communication details of the Agency

Any communication addressed to the Agency by post or e-mail shall be sent to the following address:

Innovation and Networks Executive Agency (INEA)
Department C - Connecting Europe Facility (CEF)
Unit C3 Transport
B-1049 Brussels
Fax: +32(0)2 297 37 27
E-Mail addresses:
For general communication: inea@ec.europa.eu
For the submission of requests for payment, reports (except ASRs) and financial statements: INEA-C3@ec.europa.eu

Any communication addressed to the Agency by registered mail, courier service or hand-delivery shall be sent to the following address:

Innovation and Networks Executive Agency (INEA)
Avenue du Bourget, 1
B-1140 Brussels (Evere)

TEN-Tec shall be accessed via the following URL:

<https://webgate.ec.europa.eu/tentec/>

6.3 Communication details of the beneficiaries

Any communication from the Agency to the beneficiaries shall be sent to the following addresses:

For Ministère de l'Ecologie, du Développement Durable et de l'Energie:
VETRO Anne-Sophie
Chef du bureau des voies navigables (DGITM/DIT/Rfv4)
Tour Séquoia , 92055 La Défense Cedex, France
E-mail address: rte.rfv4.dit.digitm@developpement-durable.gouv.fr

ARTICLE 7 – ENTITIES AFFILIATED TO THE BENEFICIARIES

Not applicable.

Not applicable.

ARTICLE 17 - FINANCIAL SUPPORT TO THIRD PARTIES

Article II.11 is not applicable.

ARTICLE 18 — IMPLEMENTATION OF ACTION TASKS BY BENEFICIARIES NOT RECEIVING EU FUNDING

Not applicable.

ARTICLE 19 – SETTLEMENT OF DISPUTES WITH NON EU BENEFICIARIES

Not applicable.

ARTICLE 20 – BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS

Not applicable.

ARTICLE 21 – JOINT AND SEVERAL FINANCIAL LIABILITY FOR RECOVERIES

Not applicable.

SIGNATURES

For the beneficiary Ministère de l'Ecologie,
du Développement Durable et de l'Energie

Pour le Ministre et par délégation
Le directeur des Infrastructures de transpo

PI **Christophe SAINTILLAN**
Alain VIDALIES

Done at La Défense, on **25 NOV. 2015**

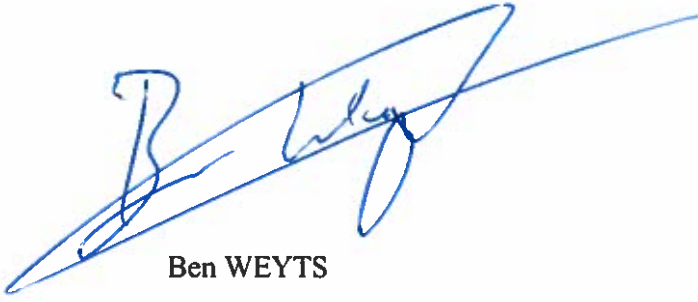
For the Agency

Dirk Beckers

Done at Brussels, on **07/12/2015**

For the beneficiary Vlaamse Overheid
(Flemish authorities)

For the beneficiary Région wallonne -
Service Public de Wallonie (SPW) –



Ben WEYTS

Done at BRUSSEL, on

30 NOV. 2015

Direction générale opérationnelle de la
Mobilité et des Voies hydrauliques



Le Directeur général,
Maxime PREVOT

Done at NAMUR, on 26.11.2015

In 4 original copies in English



ANNEX I DESCRIPTION OF THE ACTION

ARTICLE I.1 – IMPLEMENTATION OF THE TEN-T NETWORK

The action contributes to the implementation of:

- the core network
 - Corridor(s): Atlantic and North Sea - Mediterranean.
 - Pre-identified section(s) on the core network corridor(s):
 - Canal Seine Nord; Seine - Escaut
 - Le Havre - Paris

ARTICLE I.2 – LOCATION OF THE ACTION

- I.2.1 Member State(s): Belgium, France
- I.2.2 Region(s) (using the NUTS2 nomenclature): Champagne-Ardenne (FR21), Haute-Normandie (FR23), Nord - Pas-de-Calais (FR30), Picardie (FR22), Île de France (FR10), Prov. Antwerpen (BE21), Prov. Oost-Vlaanderen (BE23), Prov. West-Vlaanderen (BE25), Prov. Hainaut (BE32), Prov. Namur (BE35)
- I.2.3 Third country(ies): not applicable

ARTICLE I.3 – SCOPE AND OBJECTIVES OF THE ACTION

The European prioritized Seine-Scheldt project consists on the realization of a wide-gauge fluvial link between France, Belgium and the Netherlands in order to create a better connection between the seaports and the inland ports of Northern France, Belgium and, more broadly, Europe. This vast project is at the crossroads of two multimodal corridors of the European core network: it is one of the pre-identified projects of the North Sea-Mediterranean Core Network corridor, the 'Canal Seine Nord; Seine-Escaut' project, and of the Atlantic Core Network corridor with the 'Le Havre-Paris' project.

As part of the implementation of the North sea - Mediterranean multimodal corridor, the global project Seine-Scheldt was included in a joint declaration between the European Commission, the Walloon region, Flanders, the Netherlands and France on 17 October 2013 during the TEN-T conference organised in Tallinn

The following objectives are pursued by the global project:

- Ensure the reliability of the service offering and enhance the existing network in order to encourage modal shift ;
- Increase the gauge of the network in order to develop the hinterlands of the seaports and strengthen or create multimodal platforms and container terminals at a regional, national and European scale
- Encourage the ecological and energy transition by reducing energy use of transport - Increase the industrial performance with more integrated and economical logistics of the sectors (agriculture and agro-industry, building supply, Chemistry, automotive, etc.) and with the setting up of more performing and economical logistics for the circular economy

(recycling of materials, steel, glass, paper, cars, etc.)

- Stimulate innovation in the field of port logistics, particularly with the emergence of waterway/rail dual offers
- Encourage investments of French, European and international companies along the riverside in a new industrial corridor between the great Parisian basin, Northern France, Belgium and Europe
- Contribute to the development strategies of the high-volume transport modes of the seaports of the North Sea – Mediterranean Core Network corridor
- Reduce the road congestion in France and Belgium (e.g. Paris, Lille, Brussels, Antwerp)
- Contribute to the deployment of urban logistics based on the waterways for the great agglomerations of the corridor

Contributing to the global project, the Action includes nine studies and works activities which will be carried out in France, Wallonia and Flanders.

In France, they contribute to removing a missing link (Seine Nord Europe Canal) and improving the existing networks North and South of the canal.

Besides, the activities of the Global Project in France also contribute to upgrading and developing the large-gauge inland waterways of the Seine basin, on the Nord-Pas-de-Calais network, and the Oise. Indeed, activities are expected to improve the reliability of the level of service and the water line management with the refurbishment of the waterway constructions (locks and weirs), the increase in the shipping capacity with the lengthening of the locks, the increase in the level of service through the incorporation of remote control systems on the waterway facilities and the modernisation of the related installations.

As far as the implementation of the 'Canal Seine-Nord Europe' project is concerned, as a first step, activities 1 and 2 will be carried out by Voies navigables de France. Law #2015-990 of August, the 6th 2015 on economic growth, activity and equal opportunities provides for the creation of a project company which will complete the implementation of a waterway infrastructure connecting the Seine and the Oise basins to the European wide gauge network. The project company will be created at the latest on May the 6th 2016. The project company will then carry out the activities 1 and 2.

In Wallonia, activities contribute to upgrading the cross-border Lys and preparing the upgrade of the Upper-Scheldt to Vb gauge, reopening the cross-border Pommeroeul-Condé canal to class Va, improving safety of the Upper-Scheldt inland waterway route, and beginning the upgrade of the Walloon backbone to the Meuse to class Va.

In Flanders, activities contribute to increasing the capacity of the waterways and locks along the entire Lys route to a class Vb waterway (one-way traffic), including the implementation of the River Restoration program on the Lys itself; improving the reliability, the safety and the navigation conditions on some of the surrounding waterways by removing a number of bottlenecks on the the Upper-Scheldt (weir at Kerkhove), the canal Roeselare-Lys (bridge at Ingelmunster) and the Upper-Seascheldt (cyclist bridge at Wetteren, initial dredging works) and preparing further steps in the strengthening and modernisation of the entire Seine-Scheldt link in Flanders (studies on all aforementioned waterways, the connection with the coastal seaports, the river Dender).

In case of an evolution of the Action's governance, it is agreed to consider together whether it is necessary to change the payment arrangements.

The Parties have set-up a management system (covering the interim financial statements and the activity status reports) ensuring that it is clear which part of each activity is covered by the TEN-T funding decisions and which part of each activity is covered by the present CEF Grant Agreement for Seine-Escaut 2020.

In this way, all costs will only be reported to one programme only and any risks of double financing will be avoided.

ARTICLE I.4 – ACTIVITIES

I.4.1 Activities timetable

Activity number	Activity title	Indicative start date	Indicative end date	Milestone number
1	Canal Seine-Nord Europe Studies	01/01/2016	31/12/2019	1, 2, 3, 4, 5, 6, 7
2	Canal Seine-Nord Europe Works	01/01/2016	31/12/2019	7, 8, 9, 10, 11, 12
3	Oise Studies	01/04/2015	31/12/2019	13, 14, 15, 16
4	Nord - Pas de Calais Studies	01/01/2014	31/12/2019	17, 18, 19, 20
5	Seine Aval Studies	01/01/2014	31/12/2019	21, 22, 23, 24
6	Wallonia Studies	01/01/2014	31/12/2019	25, 26, 27, 28, 29, 30, 31
7	Wallonia Works	01/01/2014	31/12/2019	32, 33, 34, 35, 36, 37, 38
8	Flanders Studies	01/01/2014	31/12/2019	39, 40
9	Flanders Works	01/01/2015	31/12/2019	41, 42, 43, 44

I.4.2 Activities description

Activity 1: Canal Seine-Nord Europe Studies

This activity aims to:

- carry out all the technical studies, verifications, expert opinions and audits required to build the Seine-Nord Europe (SNE) Canal, its commissioning, the preparation for its operation and its financing.
- ensure the coordination tasks among partners needed to implement the Grant Agreement and under the governing system set up by the action partners.
- manage the technical, financial and legal interfaces, including between Voies Navigables de France and the project company, currently being formed, which will be in charge of building the SNE Canal, as envisaged by Law No 2015-990.

Activity 1 includes the following tasks:

a) SNE Canal between Compiègne and Aubencheul-au-Bac

- Studies pertaining to the design of the SNE Canal or needed for its construction (particularly in the current waterway network or for the temporary facilities): preliminary project, project, studies pertaining the acceptance of implementing plans and structures;
- Archaeological studies;
- Environmental studies;
- Land planning studies;
- Geotechnical and topographical studies, other collections of data necessary to the design of the structures or to assess the environmental impact;
- Studies required to secure the administrative authorisations needed for the construction and commissioning of the canal;
- Preparation of studies or architectural and engineering contracts and supervision of these studies;
- Preparation of construction or supply contracts: drawing up of tender documents for contractors, analyses of bids, compensation of bidders;
- Studies concerning the supply logistics of the building site, studies of the logistical principles applicable to the construction site and studies of their implementation;
- Economic, legal, tax and financial studies;
- Independent expert missions, audits;
- Information, consultation and communication actions necessary to the implementation of the SNE Canal project.
- Project management of the project and assistance to the project management.

b) Seine-Escaut 2020 project

- Management and co-ordination of the partners within the context of the performance of the overall Grant Agreement (e.g.: annual reporting's setting, timetables);
- Management of the co-ordinating bodies of the overall Seine-Escaut link project (IGC, affiliated working groups and EEIG).

Participants: VNF, Project company provided for by Law No 2015-990 of 06/08/2015.

Results:

At the beginning of the Activity, it is expected that 18.4% of it will have already been completed under the TEN-T programme (2007-EU-30010-P). At the end of the Activity in 2019, it is expected that approximately 68% of the activity will have been completed. 49.6% will be achieved during the eligibility period of the current Grant Agreement.

Activity 2: Canal Seine-Nord Europe Works

This activity concerns all the works necessary to build, test and commission a 107-kilometre, Vb-gauge canal located between Compiègne and Aubencheul-au-Bac.

The objective is to build seven forebays separated by six locks with a usable size of 195 x 12.50 metres, a storage basin, the inland waterway infrastructure for four multimodal platforms (quays, turnaround basin, dock, etc.) as well as five cereal docks, two industrial docks and two facilities for pleasure boating which contribute to overall navigation safety.

The activity encompasses the following tasks:

- building of structures provided for in the administrative authorisations granted;
- the realisation of the changes to the existing infrastructures, compensatory measures or measures to mitigate the project's impact on the environment or set out in administrative authorisations;
- the supervision of the construction contracts, compliance control, acceptance and commissioning;
- the temporary facilities necessary to build the principal structures.

In particular, the activity encompasses the works for the clearing of rights-of-ways, the re-routing of networks, the earthwork of forebays and of certain platforms, the storage of surplus materials, the water tightness of forebays, the protection of banks, of docks, of overpasses infrastructures (canal aqueducts, rail and road bridges), works to restore roads, locks and operating and navigation equipments, a water-supply system, landscaping amenities and measures to mitigate the impact on the environment.

The construction of the canal is divided into four sectors:

- sector 1 between Compiègne and Passel (pk 0 to pk 19): section of the Seine-Nord Europe Canal from Compiègne to Passel, comprising two forebays separated by a lock, and industrial docks;
- sector 2 between Passel and Moislains, (pk 19 to pk 66): section of the Seine-Nord Europe Canal from Passel to Moislains, comprising four forebays separated by three locks, a storage basin, the infrastructure for a multi-modal platform, two cereal docks, a harbour for pleasure boating and a pleasure craft mooring area;
- sector 3 between Moislains and Marquion, (pk 66 to pk 98): section of the canal between Moislains and the A26 motorway, comprising a forebay and a cereal dock
- sector 4 between Marquion and Aubencheul-au-Bac, (pk 98 to pk 107): section of the Seine-Nord Europe Canal from the A26 motorway to Aubencheul-au-Bac, comprising three forebays separated by two locks and the waterway equipments for a multi-modal platform.

Activity 2 also includes the building of docks and unloading terminal platforms (land and service road) on Canal du Nord or the canal adjoining the Oise river, which are necessary for the supply of construction site by inland waterways. Additional costs for the utilisation of the network by the implementing body are included.

The project manager, implementing body of the beneficiary, will ensure that all the obligations required by the environmental legislation will be fulfilled. As regards the building of the Seine-North Europe Canal, the works will begin after the granting of the necessary authorization for each work. Thus, companies will be authorized to intervene on the spot - and thus to start the works - only after the granting of the necessary environmental authorizations.

The fulfilment of EU environmental law, in particular, the provisions of Directive 2011/92/EU on the assessment of the effects of certain public and private projects on the environment, Directive 2001/42/EC on the assessment of the effects of certain plans and programmes on the environment, Directive 2009/147/EC on the conservation of wild birds, Directive 92/43/EEC on the conservation of natural habitats and of wild flora and fauna, Directive 2000/60/EC establishing a framework for community policy in the field of water, is a pre-condition for the disbursement of EU financial aid to the Action. The compulsory assessments must be duly completed and approved by the competent authorities according to



national law and in line with requirements of relevant EU legislation before the start of the physical intervention. If this information is not provided or is not positively assessed by the Commission services, the Agency may suspend, reduce, recover or terminate financial assistance in accordance with articles II.15, II.16, II.24.5 and II.25.4.

Interim payments and payment of the balance are conditioned to the receipt of the necessary environmental documentation and authorisation of the competent authorities according to national law, necessary for the implementation of the works related to the Canal Seine Nord Europe.

It is expected that the authorizations required by the “water law” to start the major works will be granted with several decrees (the first one is expected on the 21/12/2017 and the last one the 31/05/2018). Preparatory work or work that does not require prior authorization under the Water Law may start from 1 January 2016.

Results:

At the beginning of the Activity, it is expected that 0.5% of it will have already been completed under the previous TEN-T programme (2007-EU-30010-P). At the end of the Activity in 2019, it is expected that approximately 31% will have been completed. 30.5% will be achieved during the eligibility period of the current Grant Agreement.

Activity 3: Oise Studies

The objective of activity 3 is to carry out all the studies required to make it possible for large convoys to navigate the Oise river.

Activity 3 is divided into six tasks:

a) Mageo studies

The objective is to carry out all studies needed to bring the Oise river between Compiègne and Creil to European Vb standard gauge (MAGEO). It entails increasing the depth of the Oise river to ensure a 4 metres anchorage (from the current 3 metres), and adapting, through realignments, the navigation channel to allow the passage of Vb European-gauge vessels. Supplementary studies are also envisaged to ensure that the project can be successfully completed.

The task includes the following studies:

- Project studies (PRO) preparation of tender documents for contractors (DCE) and contracting works assistance (ACT);
- Environmental and landscaping studies;
- Archaeological and land planning studies;
- Studies required to obtain regulatory authorisations.

The MAGEO project received a grant under the TEN-T Programme (Action 2013-FR-30014-S) covering the period between 2013 and the 31/03/2015. The studies listed above were not co-financed under the TEN-T Programme.

The studies will be carried out from 01/04/2015 till 31/12/2019.

b) Pont de Mours studies

This task includes all the studies needed to rebuild the Mours railway bridge, which is the only bridge over the Oise segment with insufficient clearance for double stack containers convoys. This task is expected to be implemented with the support of the public owner of the

railway line in France.

A TEN-T grant (Action 2013-FR-30014-S) was approved for the Mours bridge for the 2013-2015 period. Within the framework of this Grant Agreement, the funding request for this task will only start as from January 1st, 2016.

The task includes the following studies:

- Draft studies, project studies preparation of tender documents for contractors and contracting works assistance;
- studies required to obtain regulatory authorisations.

c) Studies concerning the Longueil-Sainte-Marie turnaround area

This will study the feasibility of a turnaround basin on the Oise, where ships will be able to reverse course.

The task includes the following studies:

- Draft studies, project studies preparation of tender documents for contractors and contracting works assistance;
- Studies required to obtain regulatory authorisations;
- studies relating to the supervision of works, acceptance and commissioning.

d) Venette landing stage

This includes studies concerning the construction of a landing stage at the large Venette lock.

The task includes the following studies:

- Draft studies, project studies, preparation of tender documents for contractors and contracting works assistance;
- Studies required to obtain regulatory authorisations .
- Studies relating to the supervision of works, acceptance and commissioning.

e) Oise remote control

This concerns the study for the installation of a telecontrol system for facilities along the entire course of the Oise.

The task includes the following studies:

- Technical feasibility studies concerning the removal of controls for operating locks and dams to a single regulating control station;
- Operational studies.

f) GTC

This concerns the studies needed to centralise the management of the water surface curve during floods, so as to make for a more reliable spillage of flood water. The task include traffic management.

The task includes the following studies:

- Technical feasibility study;
- Operational studies.

Results:

At the beginning of the Activity, it is expected that 8.7% of this activity will have already been completed under the previous TEN-T Programme. At the end of the Action in 2019, it is expected that approximately 53.4 percent of the Activity will have been completed.

44.7% will be achieved during the eligibility period of the current Grant Agreement.

Activity 4: Nord - Pas de Calais Studies

The objective is to carry out all studies needed to develop the inland waterway network in the Nord Pas-de-Calais region, and its links with Flanders and Wallonia, and to facilitate access to the network for Va-class vessels.

The Activity is divided into five tasks, partly funded under the previous TEN-T Programme (Actions 2013-FR-30014-S and 2007-EU-30010-P). There will be no overlap between the tasks implemented under the TEN-T Programme and the ones described in the present Grant Agreement.

Tasks:

a) Deûle studies

The objective is to continue the studies required to widen the Deûle over its course through the Lille urban area.

It consists in:

- further project studies (PRO), preparation of tender documents for contractors (DCE) and contracting works assistance (ACT), pertaining to the strengthening of the Abbaye, Wambrechies and RD57 bridges;
- preliminary studies (EP); draft studies (AVP), PRO, DCE and ACT studies concerning the strengthening of Dunkerque bridge;
- geotechnical studies, AVP, PRO, DCE and ACT studies concerning additional works to protect the banks;
- amending regulatory studies.

The studies will be carried out from 01/07/2015 till 31/12/2019.

b) Condé-Pommeroeul studies

The objective is to continue all the studies needed to widen the canal from Condé to Pommeroeul and makes it navigable so as to provide a direct connection to the Walloon network.

It involves DCE and ACT studies for all of the works.

The studies will be carried out from 01/01/2016 till 31/12/2019.

c) Middle course of the Lys studies

The objective is to continue all studies needed to widen the middle course of the Lys river to provide alternating traffic by European Vb-gauge vessels.

It consists in:

- PRO, DCE and ACT studies for all of the works;
- regulatory studies.

The studies will be carried out from 01/01/2016 till 31/12/2019.

d) Quesnoy lock studies

The objective is to carry out all studies needed to increase the capacity of the Quesnoy lock, which creates an obstacle to access by ships of more than 110 metres in length.

It consists in:

- PRO, DCE and ACT studies for all of the works ;
- regulatory and other studies (not included under Action 2013-FR-30014-S).

The studies will be carried out from 01/01/2014 till 31/12/2019.

e) Telecontrol – user services – refurbishment studies

This task includes:

- Telecontrol studies, i.e. all of the studies required for the remote control of the locks of the Seine-Scheldt link on the Nord-Pas-de-Calais waterway network.

They consist in:

- assistance studies to the project management, studies for the building of Telecontrol centres (EP, AVP, PRO, DCE, ACT);

- technical studies (e.g. ergonomics, networks, transmission, equipment and computers)

- regulatory studies.

- Studies concerning the improvement of services to users, i.e. all of the studies required to make the necessary improvements to services to users.

They consist in:

- the creation of new waiting areas: regulatory studies, preliminary studies, PROG, EP, AVP, PRO, DCE, ACT studies;

- the creation of the Arques turnaround basin: regulatory studies, EP, AVP, PRO, DCE, ACT studies.

- Refurbishing.

It consists in all studies required to:

- improve the reliability of locks in anticipation of remote control at the Denain lock, Don lock and Grand Carré lock (in 2014 and 2015, the studies conducted are not included in the Action 2013-FR-30014-S);

- increase the capacity of the wide-gauge locks;

- upgrade of the Fontinettes lock (in 2015, the studies conducted are not included in the Action 2013-FR-30014-S);

- regenerate and protect the banks at Goeluzin and along the Aire canal -Neufossé;

- the works to make the surface curve more manageable at the Cuinchy-Fontinettes and Fontinettes-Flandres reaches.

Task e) will be carried out from 01/01/2014 till 31/12/2019.

Results:

At the beginning of the Activity, it is expected that 21.7% of it will have already been completed under the previous TEN-T Programme. At the end of the Action in 2019, it is expected that approximately 73.3% of the activity will have been completed.

51,6% will be achieved during the eligibility period of the current Grant Agreement.

Activity 5: Seine Aval Studies

The objective is to conduct studies aimed at upgrading and developing the lower Seine navigable waterways: improvement of the reliability of service and management of the surface curve through the refurbishing of navigation structures (locks and dams), increase in transport capacity through the lengthening of locks and the modernisation of associated facilities, improvements in services through the addition of telecontrolled navigation facilities.

Activity 5 includes 12 studies' tasks.

a) Studies pertaining to the lengthening of the Méricourt lock

It includes the studies required to complete the project (preliminary explorations, design and construction studies, assistance to the project management, regulatory studies).

b) Studies pertaining to the Amfreville overpass

It includes the studies required to complete the project (preliminary explorations, engineering studies, assistance to the project management, regulatory studies).

c) Studies pertaining to the Amfreville extension

It includes a technical feasibility study.

d) Studies pertaining to the Maisons-Laffitte railway bridge

It includes the studies required to complete the project (preliminary explorations, engineering studies, assistance to the project management, regulatory studies).

e) Studies pertaining to the refurbishment of locks 1 and 2 at Notre Dame de la Garenne

It includes the studies required to complete the project (preliminary exploration, engineering studies, assistance to the project management, regulatory studies).

f) Studies pertaining to the vertical lift gate of lock 4 at Notre Dame de la Garenne

It includes a technical feasibility study.

g) Studies pertaining to the renovation of locks

It includes the studies required to complete the project (preliminary explorations, engineering studies, assistance to the project management and regulatory studies):

- renovation of the Suresnes locks;
- renovation of the Bougival locks.

h) Studies pertaining to remote control on the lower Seine

It includes the studies required to complete the project (preliminary explorations, engineering studies, assistance to the project management and regulatory studies, where applicable).

i) Studies pertaining to the modernisation of dams

It includes the studies required to complete the project (preliminary explorations, engineering studies, assistance to the project management and regulatory studies):

- modernisation of the Port Mort dam;
- modernisation of the Poses dam;
- modernisation of the Méricourt dam;
- modernisation of the Bougival dam;
- modernisation of the Suresnes dam;
- modernisation of the Andrésy dam.

j) Studies pertaining to the overhaul of facilities operating on the lower Seine

It includes the necessary studies (preliminary explorations, engineering studies, assistance to the project management, regulatory studies) to modernise the electrical power at Port-Mort/Notre-Dame-de-la-Garenne and to strengthen the Croissy dike and the upgrade of bougival dam-bridge.

k) Studies pertaining to the fishways

It includes the studies required to complete the project (preliminary explorations, engineering

studies, assistance to the project management and regulatory studies).

- Suresnes fishway;
- Bougival fishway.

l) Studies pertaining to user services

It involves the studies required to complete the project (preliminary explorations, engineering studies, assistance to the project management and regulatory studies, where applicable).

Results:

Activity 5 will take place over the entire eligibility period. At the end of the action in 2019, it is expected that approximately 70% of the Activity will have been completed.

Activity 6: Wallonia Studies

The objective of this activity is to carry out the studies necessary to upgrade the Walloon Backbone to the class Va gauge or higher, reopen the Pommeroeul-Condé canal to shipping (class Va gauge) and upgrade the Upper-Scheldt to the Vb gauge.

Activity 6 includes the following tasks:

- Complementary studies on infrastructures;
- Studies in the framework programme aimed to optimise navigability;
- Studies on the new locks Vb of Kain and Hérinnes.

All studies funded under the previous TEN-T programme (2007-EU-30010-P) are expected to be achieved by 31/12/2015. The costs planned under the CEF programme (2014-2020) concern only the new locks. As a consequence, there is no overlapping between activities.

The tasks of activity 6 are detailed here below, according to the different IWW sections:

a) Cross-border Pommeroeul-Condé canal

Two types of studies will be carried out:

- Studies for the electro-mechanic works on the locks of Hensies, Pommeroeul and Havré. These electro-mechanic works will be necessary for the reopening of the canal to the navigation. The studies have begun in March 2015 and will be achieved in September 2016. The works are then expected to begin in January 2018.
- An environmental assessment on the "tronçon 3" as required by the article 6.3 of the Habitats Directive.

The costs planned in 2015 are linked to activities different than those funded under the TEN-T programme (2007-2013). Indeed, the costs budgeted in 2014 and 2015 under the TEN-T programme concern the study for the Mole of Hensies, whereas the costs planned in 2015 under the CEF programme (2014-2020) concern the studies for the electro-mechanic works on the locks of Hensies, Pommeroeul and Havré.

b) Upper-Scheldt

The studies concern the new locks (gauge Vb) of Kain and Hérinnes. These studies are necessary to bring the Upper-Scheldt to gauge Vb. They will be achieved by the end of 2020, in order to then launch the works (not part of the current Action).

c) Walloon Backbone.

Two types of studies will be carried out:

- Studies to build four new locks of Obourg, Marchienne, Gosselies and Viesville in order to allow Va gauge shipping on the Walloon Backbone. The tasks related to the preparation of the call for tenders are ongoing and the studies are expected to begin in January 2018 and to end in the first semester 2020, in order to then launch the works (not part of the current Action).

- studies to optimize the navigation on the Walloon Backbone to allow a gauge Va navigation in the future and a further development of the use of the inland waterways by the development of new mooring facilities and quay walls.

The list of the studies includes notably: the raising of the Luttre bridge, a curve optimization on the Nimy-Blaton-Péronnes canal, one (among three) turning place on the Sambre and the extension of the quays in Baudour (class Va) and Tubize (class Va) and the construction of a new quay and mooring facilities in Manage (class Va). The studies for the Luttre bridge have been completed in 2015 and the works are planned to begin in 2016. For the other studies, the calls for tender are in preparation so that most of the studies will be achieved during this programme. The works on bridges and quay walls are planned to begin directly after the studies and to be achieved during this programme. The works for the curve optimization and the turning place will be ready to start at the end of the current programme.

The studies are necessary to launch the subsequent works phase. The completion of calculation notes, environmental assessments (if necessary), building plans and building permit is necessary to start the works to upgrade the Walloon Backbone to the class Va gauge or higher, reopen the Pommeroeul-Condé canal to shipping (class Va gauge) and upgrade the Upper-Scheldt to the Vb gauge.

Results:

70% of the activity is achieved by 31/12/2019.

Participants: Service Public de Wallonie.

Activity 7: Wallonia Works

The objective of this activity is to carry out the works necessary to upgrade the Lys and the Upper-Scheldt to Vb gauge, reopen the cross-border Pommeroeul-Condé section to class Va and to class Va shipping on the Walloon Backbone.

Activity 7 includes the following tasks:

a) Vb cross-border Lys

The Lys route has to be modified in order to allow the navigation of Vb gauge boats (crossing of Comines). The environmental impact assessment has been realized (31/10/2012) and the building permit has already been obtained (09/01/2014). Preparation works are planned to start in 2016 and the main works will start from 2018. The works will be achieved by 2020. On this cross-border section, the works must be coordinate between partners.

b) Upper Scheldt – crossing of Tournai

In order to allow navigation of Vb gauge boats, the following works are necessary in the Tournai city center: rebuilding of the historic Pont des Troues and the Pont à Pont, curves modifications and building of new quay walls. The environmental impact study is finished and the building permits have been introduced during the summer 2015. The works will

begin in 2016 and are expected to be achieved in 2020.

c) Upper Scheldt – electrical and telecommunication works on the Notre-Dame bridge in Tournai

Works are needed to allow 24 hours navigation and increase the traffic flow on the Upper-Scheldt. Works started in March 2015 and will be 70 % complete under the previous TEN-T programme (2007-EU-30010-P) They will be achieved in 2016.

d) Upper-Scheldt – weir of Kain

Works include:

- the removal of the former weir and the building of a new weir at Kain (2x12,5 metres wide). The new weir will increase the flood-control capacity and improve navigation conditions.
- The construction of ancillary buildings and fish-passes.
- A hydroelectric power station will also be built.

The environmental impact assessment was completed on 01/06/2013, while the building permit was issued on 02/04/2014.

30 % of the works will take place under the previous TEN-T programme (2007-EU-30010-P). The works will be achieved in 2018.

Costs for these tasks have been budgeted under the current Action as of 01/01/2016. Costs incurred before this date are budgeted under the previous TEN-T programme.

e) Upper-Scheldt : weir of Hérinnes.

Works include:

- The removal of the former weir and the building of a new weir at Hérinnes (2x12,5 metres wide). The new weir will increase the flood-control capacity and improve navigation conditions.
- The construction of ancillary buildings and fish-passes.
- A hydroelectric power station will also be built.

The environmental impact assessment was completed on 31/12/2013 and the permit was issued in 2015. The works are scheduled to take place from 2018 to 2020.

f) Reopening of the cross-border Pommeroeul-Condé canal

Works include:

- the replacement of the electromechanical systems of the locks.
- The construction of the Hensies mole.

These works are needed to allow the use of the canal by shipping. Studies concerning lock electro-mechanics are to be carried out under activity 6. As concerns the mole, most of the preliminary works studies have been conducted. The works related to the mole are planned for 2019-2020, as the construction of the mole is possible only after the completion of the dredging works by the French partner.

g) Works to optimise navigability conditions: bridge heights, docks, facilities

Works include:

- raising of the Luttre bridge (7 meters).
- Extending the quays in Vaulx (class Va), Baudour (class Va) and Tubize (class Va).
- Constructing the new quays and mooring facilities in Pecq (class Va), Manage (class Va) and Landelies (class Va).

Works will also include other facilities to optimise navigability conditions, which will become necessary after carrying out research and studies.

The works for the Pecq and Vaulx quay walls are ongoing.

h) Works to optimise navigability conditions: deepening, turning/crossing zones, complementary facilities.

Works include:

- Deepening of the existing Kain and Hérinnes locks. These works have already been achieved in 2015.
- Havré and Obourg lock electro-mechanics works. Works are expected to run from 2018 (after completion of the studies in 2016) till 2020.
- Modernisation of the Marchienne, Gosselies and Viesville existing locks. Works are planned from 2016 to 2021. The studies are planned to be completed by first quarter 2016. The permits for the Marchienne and the Gosselies locks were issued December 2014 and the permit for the Viesville lock was issued in February 2015.
- Adaptation of the Auvelais lock (deepening and mole). The works will be carried out in 2018 and 2019, following the completion of the studies under the previous TEN-T programme.

The completion of all works includes:

- reception of the works planned for the Lys and Upper-Scheldt, i.e. the availability of the Lys to Vb shipping, the Tournai crossing for Va gauge vessels (in a first step) and the safer navigation on the Walloon section of the Upper-Scheldt thanks to the new weirs.
- Reopening of the France-Wallonia cross-border Pommeroeul-Condé canal to class Va shipping.
- Beginning of the optimisation of the navigation on the Walloon inland waterways concerned by Seine-Scheldt.

Results:

70 % of the activity will be achieved by 21/12/2019.

Participants: Service public de Wallonie

Activity 8: Flanders Studies

The objective of this activity is to undertake the studies needed for the preparation and monitoring of the implementation phase on different sections of the Seine-Scheldt link in Flanders.

The following tasks will be performed:

a) Seine-Scheldt link via the river Lys

This includes the global actualization study and preparatory technical studies for the further upgrading to class Vb (one-way traffic).

These studies will result in:

- the overall design of the remaining calibration works needed to realize the upgrade of the entire Lys-axis to a class Vb waterway (one way traffic), including the passage of Menen and the river restoration program between Wervik and Deinze;
- the corresponding dossiers for the necessary building permit applications and market consultations.

b) Seine-Scheldt link via the Upper-Scheldt

This includes the archaeological assessment of the project site at Kerkhove (replacement weir) and preparatory technical studies for the replacement of the existing locks.

These studies will result in:

- the report on the archaeological assessment of the project site at Kerkhove, meeting the conditions of the approved building permit;
- the application files for the necessary building permits and the corresponding market consultation files for the new class Vb lock at Asper.

c) Hinterland connection to the Flemish coastal seaports

It includes the preparatory studies for the improvement of the passage through Bruges and development of a socio-economic monitoring tool on the hinterland connection as a whole.

The studies will result in:

- the application files for the necessary building permits and the corresponding market consultation files for the modernization of the passage through Bruges (lock of Dampoort and bridge at Steenbrugge);
- the socio-economic monitoring tool to evaluate the hinterland connection as a whole (assessment Seine-Scheldt West project), including two intermediary reports.

d) Canals Roeselare-Lys and Bossuyt-Kortrijk

It involves the preparatory studies for the upgrading of both canals to full class Va waterways.

The preparatory studies will result in:

- the application files for the necessary building permits and the corresponding market consultation files for the modernization of both canals;
- the corresponding overall project plans (e.g.: timing, budget).

e) Upper-Seascheldt

The task includes the preparatory studies for the improvement of the navigability conditions.

The studies will result in:

- the detailed plan indicating the actions necessary to restore and maintain the existing waterway classification;
- the integrated vision for the envisaged upgrade to class Va;
- the application files for the necessary building permits and the corresponding market consultation files for this upgrade;

f) River Dender downstream Aalst

This includes the preparatory studies for the upgrading to a full class IV waterway.

The studies will result in:

- the application files for the necessary building permits;
- the corresponding market consultation files for the upgrade to class IV.

g) General project management and communication

This includes all the tasks to allow:

- adequate governance and follow-up (e.g. on technical aspects, budget, timing, quality) of the activities implemented in the period 2014-2019;
- adequate and transparent communication on the global project and all the sub-projects towards all stakeholders, including the public opinion.
- adequate and timely preparation of the project elements beyond 2019.

Participants: Waterwegen en Zeekanaal NV.

Results:

This activity will be fully (100%) completed by the end of the Action (31/12/2019).

Activity 9: Flanders Works

The objective of this activity is to develop the inland waterway network in Flanders and its links with the sea ports of the North Sea and the French and Walloon inland waterway networks .

The following tasks will be performed:

a) Seine-Scheldt link via the river Lys – locks

It involves the construction of 2 new class Vb locks at Harelbeke and Sint-Baafs-Vijve (SBV), including the renewal of the weirs and the construction of fish passages.

Since the works (lock and weir) in SBV are programmed to be completed by 01/07/2020, only 85% of it will be realized by the end of 2019. The works in Harelbeke will be fully completed by 01/07/2017.

At the end date of the Action, 3 of the 4 locks on this trajectory (Menen, Harelbeke and Evergem) will be upgraded.

b) Seine-Scheldt link via the river Lys - calibration works

This task focuses on the upgrade to class Vb (one way traffic) of the Lys-axis, with a clearance height of 7 meters (3 layer container traffic). This includes the necessary dredging works, the construction of new embankments, the creation of passing zones and the lifting and/or reconstruction of the bridges which are too low.

The calibration of the Lys-axis is programmed to be completed by 31/12/2020. Hence, only the calibration of the two most downstream sections (Lys Diversion canal and section Deinze–SBV) will be fully completed by the end of 2019. The calibration of the remaining sections (SBV-Wervik) will only be partially (approximately 60%) implemented by 31/12/2019.

At the end of the Action, 37 of the 71 kilometres will be fully upgraded.

c) Seine-Scheldt link via the river Lys - river restoration

For the Lys between Wervik and Deinze, a river restoration plan, drawn up in 2005, aims to better harmonize the different functions of the river and its valley (e.g. ecology, landscape, recreation). It includes the reconnection of previously cut-off meanders, the construction of environmentally friendly riverbanks and the construction of fish passages (Menen, Harelbeke, SBV).

River restoration for the entire Lys is programmed to be completed by 31/12/2020. Hence, by the end of 2019, it will only be fully implemented for the two most downstream sections (Deinze-SBV and SBV–Harelbeke). For the two most upstream sections (Harelbeke–Menen and Menen–Wervik), it will only be partially (approximately 60%) implemented by 31/12/2019.

At the end of the Action; the river restoration program will be fully implemented on the section Harelbeke – Deinze (i.e. 20 of the 45 kilometres).

d) Seine-Scheldt link via the Upper-Scheldt



This task includes the construction of a new weir at Kerkhove, including a fish passage. At the end of the Action, the weir renewal program will be completed.

e) Canals Roeselare-Lys and Bossuyt-Kortrijk

This involved the reconstruction of the bridge at Ingelmunster with a clearance height of 7 meters (including local widening of the canal) to meet class Va standards.

At the end of the Action, the works will result in the removal of existing navigation limitations at Ingelmunster.

f) Upper-Seascheldt

Planned works include:

- the construction of a cyclist bridge in Wetteren (clearance height of 7 meters);
- the execution of initial dredging works to meet the current waterway classification.

At the end of the Action, the works will result in the improvement of the navigation conditions (large-gauge access to the port of Antwerp).

For the calibration of the Lys Diversion canal, the lock project in Harelbeke and the passage of Wervik, all works and tasks before 31/12/2015 are funded by decision 2007-EU-30010-P, whereas all works and tasks after 31/12/2015 are subject to the present Grant Agreement. The curve extensions and the dredging works on the Lys Diversion canal as well as the pedestrian bridge at Nevele also fully belong to the present Grant Agreement.

Participants: Waterwegen en Zeekanaal NV.

ARTICLE I.5 – MILESTONES AND MEANS OF VERIFICATION

Milestone number	Milestone description	Indicative completion date	Means of verification
1	End of studies	31/12/2019	Progress report, confirming the studies completed, approved by the project manager
2	Phase B : Start of studies - Sector 1	23/06/2016	Contract notification for design studies of Sector 1
3	Phase B : Start of studies - Sector 2	23/08/2016	Contract notification for design studies of Sector 2
4	Phase B : Start of studies - Sector 3	25/07/2016	Contract notification for design studies of Sector 3
5	Phase B : Start of studies - Sector 4	22/09/2016	Contract notification for design studies of Sector 4
6	Declaration of public utility	11/04/2017	Publication of the Decree
7	Water law decree - Sector 1	21/12/2017	Publication of the

			Decree
8	End of works	31/12/2019	Progress report confirming the works completed, approved by the project manager
9	Phase C : Start of works - Sector 1	27/11/2017	First works Contract notification Sector 1
10	Phase C : Start of works - Sector 2	06/06/2018	First works Contract notification Sector 2
11	Phase C : Start of works - Sector 3	23/03/2018	First works Contract notification Sector 3
12	Phase C : Start of works - Sector 4	24/05/2019	First works Contract notification Sector 4
13	MAGEO public inquiry	01/11/2016	Start of the Public inquiry
14	Start of studies of MAGEO project	01/06/2017	Decision of VNF to start the studies of PRO for Mageo
15	End of a technical study on the Pont de Mours - "AVP" study	01/04/2018	Technical deliverable approved by VNF
16	End of studies	31/12/2019	Progress report confirming the studies completed, approved by VNF
17	Definition for telecontrol of the locks on the North wide gauge network	01/02/2016	Contract notification for works management assistance
18	Start of the feasibility studies for the doubling of the locks of the Nord-Pas-de-Calais wide gauge network	01/02/2016	Studies contract notification
19	Declaration of public utility of the Lys project	01/07/2017	Publication of the decision
20	End of studies	31/12/2019	Progress report confirming the studies completed, approved by VNF
21	Start of the studies for the upgrading of Port Mort and Poses dams	01/12/2014	Contract notification for design studies
22	Start of the studies for the upgrading of the locks	01/05/2015	Contract notification for design studies for NDG 1 and 2
23	Start of studies for the upgrading of Andrésy and Suresnes dams	01/02/2016	Contract notification for design studies
24	End of studies	31/12/2019	Progress report confirming the studies completed,

25	End of studies	31/12/2019	approved by VNF Progress report confirming the studies completed, approved by SPW
26	Start of the technical studies on the Condé-Pommeroeul canal - EM studies for the locks	01/02/2015	Study contract notified
27	End of the technical studies on the Condé-Pommeroeul canal - EM studies for the locks	31/07/2016	Technical deliverable submitted
28	Pommeroeul-Condé : environmental assessment (article 6.3 Habitats Directive)	29/12/2017	Permit obtained
29	Start of the technical studies on the walloon backbone Curves rectification - NBP studies	01/01/2017	Study contract notified
30	Start of the technical studies on the walloon backbone turning and crossing zones - Sambre studies	01/01/2019	Study contract notified
31	Start of technical studies Upper Scheldt - Kain and Hérinnes new locks - EM and civil engineering studies	01/01/2018	Study contract notified
32	End of works	31/12/2019	Progress report confirming the works completed, approved by SPW
33	Start of works on Upper Scheldt : Tournai crossing - Works - Step 1	01/06/2016	Works contract notified
34	Start of works on Condé-Pommeroeul canal - EM	01/01/2018	Works contract notified
35	Start of the navigation conditions optimization works : deepening - deepening works for the Kain and Hérinnes locks	05/05/2014	Works contract notified
36	End of the navigation conditions optimization works : deepening - deepening works for the Kain and Hérinnes locks	31/12/2015	Works reception report
37	Start of the works on the walloon backbone: adaptation of the Marchienne, Gosselies and Viesville locks - adaptation works for the 1F Marchienne lock	01/03/2017	Works contract notified
38	End of the works on the walloon backbone - Sambre : upgrading of the Auvélais lock - works	01/01/2019	Works reception report
39	Global actualization study : validated global calibration design available	01/07/2017	Reception report of the global calibration design
40	Studies Lys axis : all tender documents	31/12/2019	Final deliverable

	available		approved
41	Start of works St-Baafs-Vijve lock	01/01/2017	Starting order
42	Lock Harelbeke operational	01/07/2017	Works reception report
43	Lys Diversion Canal on class Vb	01/01/2018	Works reception report
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PART A – LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 – GENERAL OBLIGATIONS AND ROLES OF THE BENEFICIARIES

II.1.1 General obligations and role of the beneficiaries

The beneficiaries shall:

- (a) be jointly and severally responsible for carrying out the action in accordance with the terms and conditions of the Agreement;
- (b) be responsible for complying with any legal obligations incumbent on them jointly or individually under applicable EU, international and national law;
- (c) make appropriate internal arrangements for the proper implementation of the action, consistent with the provisions of this Agreement; where provided for in the Special Conditions, those arrangements shall take the form of an internal co-operation agreement between the beneficiaries.

II.1.2 General obligations and role of each beneficiary

Each beneficiary shall:

- (a) inform the coordinator immediately of any change likely to affect or delay the implementation of the action of which the beneficiary is aware;
- (b) inform the coordinator immediately of any change in its legal, financial, technical, organisational or ownership situation or of its affiliated entities and of any change in its name, address or legal representative or of its affiliated entities;
- (c) submit in due time to the coordinator:
 - (i) the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;
 - (ii) all the necessary documents in the event of audits, checks or evaluation in accordance with Article II.27;
 - (iii) any other information to be provided to the Agency according to the Agreement, except where the Agreement requires that such information is submitted directly by the beneficiary to the Agency.

II.1.3 General obligations and role of the coordinator

The coordinator shall:

- (a) monitor that the action is implemented in accordance with the Agreement;



- (b) be the intermediary for all communications between the beneficiaries and the Agency, except where provided otherwise in the Agreement, and, in particular, the coordinator shall:
 - (i) immediately provide the Agency with the information related to any change in the name, address, legal representative as well as in the legal, financial, technical, organisational or ownership situation of any of the beneficiaries or of its affiliated entities, or to any event likely to affect or delay the implementation of the action, of which the coordinator is aware;
 - (ii) bear responsibility for supplying all documents and information to the Agency which may be required under the Agreement, except where provided otherwise in the Agreement; this includes responsibility for submitting the deliverables identified in Annex I, in accordance with the timing and conditions set out in it; where information is required from the other beneficiaries, the coordinator shall bear responsibility for obtaining and verifying this information before passing it on to the Agency;
- (c) make the appropriate arrangements for providing any financial guarantees required under the Agreement;
- (d) establish the requests for payment in accordance with the Agreement;
- (e) bear responsibility for providing to the Agency the methods for allocating the amounts to be paid to each beneficiary, together with the requests for payment;
- (f) bear responsibility for providing all the necessary documents in the event of checks and audits initiated before the payment of the balance, and in the event of evaluation in accordance with Article II.27.

The coordinator shall not subcontract any part of its tasks to the other beneficiaries or to any other party.

ARTICLE II.2 – COMMUNICATIONS BETWEEN THE PARTIES

II.2.1 Form and means of communications

Any communication relating to the Agreement or to its implementation shall be made in writing (in paper or electronic form), shall bear the number of the Agreement and shall be made using the communication details identified in Article 6.

Electronic communications shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

Formal notifications shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.



II.2.2 Date of communications

Any communication is deemed to have been made when it is received by the receiving party, unless the agreement refers to the date when the communication was sent.

Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in Article 6. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addresses listed in Article 6. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the Agency using the postal services is considered to have been received by the Agency on the date on which it is registered by the department identified in Article 6.2.

Formal notifications made by registered mail with return receipt or equivalent, or by equivalent electronic means, shall be considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

ARTICLE II.3 – LIABILITY FOR DAMAGES

II.3.1 The Agency shall not be held liable for any damage caused or sustained by any of the beneficiaries, including any damage caused to third parties as a consequence of or during the implementation of the action.

II.3.2 Except in cases of force majeure, the beneficiaries shall compensate the Agency for any damage sustained by it as a result of the implementation of the action or because the action was not implemented or implemented poorly, partially or late.

ARTICLE II.4 - CONFLICT OF INTERESTS

II.4.1 The beneficiaries shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (“conflict of interests”).

II.4.2 Any situation constituting or likely to lead to a conflict of interests during the implementation of the Agreement shall be notified to the Agency, in writing, without delay. The beneficiaries shall immediately take all the necessary steps to rectify this situation. The Agency reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

ARTICLE II.5 – CONFIDENTIALITY

II.5.1 The Agency and the beneficiaries shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Agreement and which are explicitly indicated in writing as



confidential.

II.5.2 The beneficiaries shall not use confidential information and documents for any reason other than fulfilling their obligations under the Agreement, unless otherwise agreed with the Agency in writing.

II.5.3 The Agency and the beneficiaries shall be bound by the obligations referred to in Articles II.5.1 and II.5.2 during the implementation of the Agreement and for a period of five years starting from the payment of the balance, unless:

- (a) the party concerned agrees to release the other party from the confidentiality obligations earlier;
- (b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
- (c) the disclosure of the confidential information is required by law.

ARTICLE II.6 – PROCESSING OF PERSONAL DATA

II.6.1 Processing of personal data by the Agency

Any personal data included in the Agreement shall be processed by the Agency pursuant to Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

Such data shall be processed by the data controller identified in Article 6.1 solely for the purposes of the implementation, management and monitoring of the Agreement, without prejudice to possible transmission to the bodies charged with the monitoring or inspection tasks in application of Union law.

The beneficiaries shall have the right of access to their personal data and the right to rectify any such data. Should the beneficiaries have any queries concerning the processing of their personal data, they shall address them to the data controller, identified in Article 6.1.

The beneficiaries shall have the right of recourse at any time to the European Data Protection Supervisor.

II.6.2 Processing of personal data by the beneficiaries

Where the Agreement requires the processing of personal data by the beneficiaries, the beneficiaries may act only under the supervision of the data controller identified in Article 6.1, in particular with regard to the purpose of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his or her rights.

The access to data that the beneficiaries grant to their personnel shall be limited to the extent



strictly necessary for the implementation, management and monitoring of the Agreement.

The beneficiaries undertake to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned, in order to:

- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
 - (i) unauthorised reading, copying, alteration or removal of storage media;
 - (ii) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - (iii) unauthorised persons from using data-processing systems by means of data transmission facilities;
- (b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- (c) record which personal data have been communicated, when and to whom;
- (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the Agency;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- (f) design their organisational structure in such a way that it meets data protection requirements.

ARTICLE II.7 – VISIBILITY OF UNION FUNDING

II.7.1 Information on Union funding and use of European Union emblem

Unless the Agency requests or agrees otherwise, any communication or publication related to the action, made by the beneficiaries jointly or individually, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), shall indicate that the action has received funding from the Union and shall display the European Union emblem.

When displayed in association with another logo, the European Union emblem must have appropriate prominence.

The obligation to display the European Union emblem does not confer to the beneficiaries a right of exclusive use. The beneficiaries shall not appropriate the European Union emblem or any similar trademark or logo, either by registration or by any other means.

For the purposes of the first, second and third subparagraphs and under the conditions

specified therein, the beneficiaries are exempted from the obligation to obtain prior permission from the Agency to use the European Union emblem.

II.7.2 Disclaimers excluding Agency responsibility

Any communication or publication related to the action, made by the beneficiaries jointly or individually in any form and using any means, shall indicate that it reflects only the author's view and that the Agency is not responsible for any use that may be made of the information it contains.

ARTICLE II.8 – PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

II.8.1 Ownership of the results by the beneficiaries

Unless stipulated otherwise in the Agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the beneficiaries.

II.8.2 Pre-existing industrial and intellectual property rights

Where industrial and intellectual property rights, including rights of third parties, exist prior to the conclusion of the Agreement, the beneficiaries shall establish a list which shall specify all rights of ownership and use of the pre-existing industrial and intellectual property rights and disclose it to the Agency at the latest before the commencement of implementation.

The beneficiaries shall ensure that they or their affiliated entities have all the rights to use any pre-existing industrial and intellectual property rights during the implementation of the Agreement.

II.8.3 Rights of use of the results and of pre-existing rights by the Agency

Without prejudice to Articles II.1.1, II.3 and II.8.1, the beneficiaries grant the Agency the right to use the results of the action for the following purposes:

- (a) use for its own purposes, and in particular, making available to persons working for the Agency, Union institutions, other Union agencies and bodies and to Member States' institutions, as well as copying and reproducing in whole or in part and in unlimited number of copies;
- (b) distribution to the public, and in particular, publication in hard copies and in electronic or digital format, publication on the internet, including on the Europa website, as a downloadable or non-downloadable file, broadcasting by any kind of technique of transmission, public display or presentation, communication through press information services, inclusion in widely accessible databases or indexes;
- (c) translation;

- (d) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- (e) storage in paper, electronic or other format;
- (f) archiving in line with the document management rules applicable to the Agency;
- (g) rights to authorise or sub-licence the modes of exploitation set out in points (b) and (c) to third parties.

Additional rights of use for the Agency may be provided for in the Special Conditions.

The beneficiaries shall warrant that the Agency has the right to use any pre-existing industrial and intellectual property rights, which have been included in the results of the action. Unless specified otherwise in the Special Conditions, those pre-existing rights shall be used for the same purposes and under the same conditions applicable to the rights of use of the results of the action.

Information about the copyright owner shall be inserted when the result is divulged by the Agency. The copyright information shall read: "© – [year] – [name of the copyright owner]. All rights reserved. Licenced to the Innovation and Networks Executive Agency under conditions."

ARTICLE II.9 – AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE ACTION

II.9.1 Where the implementation of the action requires the procurement of goods, works or services, the beneficiaries shall award the contract to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, they shall avoid any conflict of interests.

The beneficiaries shall ensure that the Agency, the Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors may exercise their rights under Article II.27 also towards the contractor.

II.9.2 Beneficiaries acting in their capacity of contracting authorities within the meaning of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public work contracts, public supply contracts and public service contracts or contracting entities within the meaning of Directive 2004/17/EC of the European Parliament and of the Council of 31 March 2004 coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors shall abide by the applicable national public procurement rules.

II.9.3 The beneficiaries shall retain sole responsibility for carrying out the action and for compliance with the provisions of the Agreement. The beneficiaries shall ensure that any procurement contract contains provisions stipulating that the contractor has no

rights vis-à-vis the Agency under the Agreement.

II.9.4 The beneficiaries shall ensure that the conditions applicable to them under Articles II.3, II.4, II.5 and II.8 are also applicable to the contractor.

II.9.5 Where, in accordance with Article 3(a), the grant takes the form of the reimbursement of eligible costs:

- If a beneficiary breaches any of its obligations under Article II.9.1, the costs related to the contract concerned shall be ineligible;
- If a beneficiary breaches any of its obligations under Article II.9.2, II.9.3 or II.9.4, the grant may be reduced in proportion to the seriousness of the breach of obligations.

Where, in accordance with Article 3(b), (c) or (d) the grant takes the form of a unit, lump sum or flat-rate contribution, if a beneficiary breaches any of its obligations under Article II.9.1, II.9.2, II.9.3 or II.9.4, the grant may be reduced in proportion to the seriousness of the breach of obligations.

ARTICLE II.10 – SUBCONTRACTING OF TASKS FORMING PART OF THE ACTION

II.10.1 A "subcontract" is a procurement contract within the meaning of Article II.9, which covers the implementation by a third party of tasks forming part of the action as described in Annex I.

II.10.2 Beneficiaries may subcontract tasks forming part of the action, provided that, in addition to the conditions specified in Article II.9.1, the following conditions are complied with:

- (a) subcontracting only covers the implementation of a limited part of the action;
- (b) recourse to subcontracting is justified having regard to the nature of the action and what is necessary for its implementation;
- (c) not applicable;
- (d) any recourse to subcontracting, if not provided for in Annex I, is communicated by the coordinator and approved by the Agency without prejudice to Article II.12.2.

II.10.3 Beneficiaries acting in their capacity of contracting authorities within the meaning of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public work contracts, public supply contracts and public service contracts or contracting entities within the meaning of Directive 2004/17/EC of the European Parliament and of the Council of 31 March 2004 coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors shall abide by the applicable

national public procurement rules.

II.10.4 The beneficiaries shall retain sole responsibility for carrying out the action and for compliance with the provisions of the Agreement. The beneficiaries shall ensure that any subcontract contains provisions stipulating that the subcontractor has no rights vis-à-vis the Agency under the Agreement.

II.10.5 The beneficiaries shall ensure that the conditions applicable to them under Articles II.3, II.4, II.5, II.7 and II.8 are also applicable to the subcontractor.

II.10.6 Where, in accordance with Article 3(a), the grant takes the form of the reimbursement of eligible costs:

- If a beneficiary breaches any of its obligations under Article II.10.2, the costs related to the subcontract concerned shall be ineligible;
- If a beneficiary breaches any of its obligations under Article II.10.3, II.10.4 or II.10.5, the grant may be reduced in proportion to the seriousness of the breach of obligations.

Where, in accordance with Article 3(b), (c) or (d) the grant takes the form of a unit, lump sum or flat-rate contribution if a beneficiary breaches any of its obligations under Article II.10.2, II.10.3, II.10.4 or II.10.5, the grant may be reduced in proportion to the seriousness of the breach of obligations.

ARTICLE II.11 - FINANCIAL SUPPORT TO THIRD PARTIES

II.11.1 Where the implementation of the action requires giving financial support to third parties, the beneficiaries shall give such financial support in accordance with the conditions specified in Annex I, which shall at least contain:

- (a) the maximum amount of financial support, which shall not exceed EUR 60 000 for each third party except where the financial support is the primary aim of the action as specified in Annex I;
- (b) the criteria for determining the exact amount of the financial support;
- (c) the different types of activity that may receive financial support, on the basis of a fixed list;
- (d) the definition of the persons or categories of persons which may receive financial support;
- (e) the criteria for giving the financial support.

The beneficiaries shall ensure that the Agency, the Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors may exercise their rights under Article II.27 also towards the third parties receiving financial support.



II.11.2 By way of derogation from Article II.11.1, in case the financial support takes the form of a prize, the beneficiaries shall give such financial support in accordance with the conditions specified in Annex I, which shall at least contain:

- (a) the conditions for participation;
- (b) the award criteria;
- (c) the amount of the prize;
- (d) the payment arrangements.

The beneficiaries shall ensure that the Agency, the Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors may exercise their rights under Article II.27 also towards the third parties receiving a prize.

II.11.3 The beneficiaries shall ensure that the conditions applicable to them under Articles II.3, II.4, II.5, II.7 and II.8 are also applicable to the third parties receiving financial support.

II.11.4 Where, in accordance with Article 3(a), the grant takes the form of the reimbursement of eligible costs:

- If a beneficiary breaches any of its obligations under Article II.11.1 or II.11.2, the costs related to the financial support shall be ineligible;
- If a beneficiary breaches any of its obligations under Article II.11.3, the grant may be reduced in proportion to the seriousness of the breach of obligations.

Where, in accordance with Article 3(b), (c) or (d) the grant takes the form of a unit, lump sum or flat-rate contribution if a beneficiary breaches any of its obligations under Article II.11.1 II.11.2 or II.11.3, the grant may be reduced in proportion to the seriousness of the breach of obligations.

ARTICLE II.12 – AMENDMENTS TO THE AGREEMENT

II.12.1 Any amendment to the Agreement shall be made in writing.

II.12.2 An amendment may not have the purpose or the effect of making changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.

II.12.3 Any request for amendment shall be duly justified and shall be sent to the other party in due time before it is due to take effect, and in any case three months before the end of the period set out in Article 2.2, except in cases duly substantiated by the party requesting the amendment and accepted by the other party.

II.12.4 A request for amendment on behalf of the beneficiaries shall be submitted by the coordinator. If a change of coordinator is requested without its agreement, the request

shall be jointly submitted by all other beneficiaries or shall be submitted by a beneficiary acting on behalf of all beneficiaries.

II.12.5 Amendments shall enter into force on the date on which the last party signs or on the date of approval of the request for amendment.

Amendments shall take effect on a date agreed by the parties or, in the absence of such an agreed date, on the date on which the amendment enters into force.

ARTICLE II.13 – ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES

II.13.1 Claims for payments of the beneficiaries against the Agency may not be assigned to third parties, except in duly justified cases where the situation warrants it.

The assignment shall only be enforceable against the Agency if it has accepted the assignment on the basis of a written and reasoned request to that effect made by the coordinator on behalf of the beneficiary requesting the assignment.

In the absence of such an acceptance, or in the event of failure to observe the terms thereof, the assignment shall have no effect on the Agency.

II.13.2 In no circumstances shall such an assignment release the beneficiaries from their obligations towards the Agency.

ARTICLE II.14 – FORCE MAJEURE

II.14.1 "*Force majeure*" shall mean any unforeseeable exceptional situation or event beyond the parties' control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part or on the part of subcontractors, affiliated entities, implementing bodies or third parties involved in the implementation and which proves to be inevitable in spite of exercising all due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as *force majeure*.

II.14.2 A party faced with *force majeure* shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.

II.14.3 The parties shall take the necessary measures to limit any damage due to *force majeure*. They shall do their best to resume the implementation of the action as soon as possible.

II.14.4 The party faced with *force majeure* shall not be held to be in breach of its obligations under the Agreement if it has been prevented from fulfilling them by *force majeure*.

ARTICLE II.15 – SUSPENSION OF THE IMPLEMENTATION OF THE ACTION



II.15.1 Suspension of the implementation by the beneficiaries

The coordinator, on behalf of the beneficiaries, may suspend the implementation of the action or any part thereof, if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of *force majeure*. The coordinator shall inform the Agency without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

Unless the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.16.1, II.16.2 or points (c) or (d) of Article II.16.3.1, the coordinator shall, once the circumstances allow resuming the implementation of the action, inform the Agency immediately and present a request for amendment of the Agreement as provided for in Article II.15.3.

II.15.2 Suspension of the implementation by the Agency

II.15.2.1 The Agency may suspend the implementation of the action or any part thereof:

- (a) if the Agency has evidence that a beneficiary has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Agreement or if a beneficiary fails to comply with its obligations under the Agreement;
- (b) if the Agency has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant;
- (c) if the Agency suspects substantial errors, irregularities, fraud or breach of obligations committed by a beneficiary in the award procedure or in the implementation of the Agreement and needs to verify whether they have actually occurred;
- (d) following an evaluation of the progress of the project, in particular in the event of major delays in the implementation of the action; or
- (e) if the Agency does not receive all the documents required under Directive 2011/92/EU on the assessment of the effects of certain public and private projects on the environment, Directive 2009/147/EC on the conservation of wild birds, Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora, Directive 2000/60/EC establishing a framework for Community policy in the field of water, or any other relevant environmental legislation as listed in the application form (the section concerning compliance with Union policy on environmental protection).

II.15.2.2 Before suspending the implementation the Agency shall formally notify the



coordinator of its intention to suspend, specifying the reasons thereof, and, in the cases referred to in points (a), (b), (d) and (e) of Article II.15.2.1, the necessary conditions for resuming the implementation. The coordinator shall be invited to submit observations on behalf of all beneficiaries within 30 calendar days from receipt of this notification.

If, after examination of the observations submitted by the coordinator, the Agency decides to stop the suspension procedure, it shall formally notify the coordinator thereof.

If no observations have been submitted or if, despite the observations submitted by the coordinator, the Agency decides to pursue the suspension procedure, it may suspend the implementation by formally notifying the coordinator thereof, specifying the reasons for the suspension and, in the cases referred to in points (a), (b), (d) and (e) of Article II.15.2.1, the definitive conditions for resuming the implementation or, in the case referred to in point (c) of Article II.15.2.1, the indicative date of completion of the necessary verification.

The coordinator shall inform the other beneficiaries immediately. The suspension shall take effect five calendar days after the receipt of the notification by the coordinator or on a later date, where the notification so provides.

In order to resume the implementation, the beneficiaries shall endeavour to meet the notified conditions as soon as possible and shall inform the Agency of any progress made in this respect.

Unless the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.16.1, II.16.2 or points (c), (i), (j), (k) or (m) of Article II.16.3.1, the Agency shall, as soon as it considers that the conditions for resuming the implementation have been met or the necessary verification, including on-the-spot checks, has been carried out, formally notify the coordinator thereof and invite the coordinator to present a request for amendment of the Agreement as provided for in Article II.15.3.

II.15.3 Effects of the suspension

If the implementation of the action can be resumed and the Agreement is not terminated, an amendment to the Agreement shall be made in accordance with Article II.12 in order to establish the date on which the action shall be resumed, to extend the duration of the action and to make any other modifications that may be necessary to adapt the action to the new implementing conditions.

The suspension is deemed lifted as from the date of resumption of the action agreed by the parties in accordance with the first subparagraph. Such a date may be before the date on which the amendment enters into force.

Any costs incurred by the beneficiaries, during the period of suspension, for the implementation of the suspended action or the suspended part thereof, shall not be reimbursed or covered by the grant.



The right of the Agency to suspend the implementation is without prejudice to its right to terminate the Agreement or the participation of a beneficiary in accordance with Article II.16.3 and its right to reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26.

Neither party shall be entitled to claim compensation on account of a suspension by the other party.

ARTICLE II.16 – TERMINATION OF THE AGREEMENT

II.16.1 Termination of the Agreement by the coordinator

In duly justified cases, the coordinator, on behalf of all beneficiaries, may terminate the Agreement by formally notifying the Agency thereof, stating clearly the reasons and specifying the date on which the termination shall take effect. The notification shall be sent before the termination is due to take effect.

If no reasons are given or if the Agency considers that the reasons exposed cannot justify the termination, it shall formally notify the coordinator, specifying the grounds thereof, and the Agreement shall be deemed to have been terminated improperly, with the consequences set out in the fourth subparagraph of Article II.16.4.1.

II.16.2 Termination of the participation of one or more beneficiaries by the coordinator

In duly justified cases, the participation of any one or several beneficiaries in the Agreement may be terminated by the coordinator, acting on request of that beneficiary or those beneficiaries, or on behalf of all the other beneficiaries. When notifying such termination to the Agency, the coordinator shall include the reasons for the termination of the participation, the opinion of the beneficiary or beneficiaries the participation of which is terminated, the date on which the termination shall take effect and the proposal of the remaining beneficiaries relating to the reallocation of the tasks of that beneficiary or those beneficiaries or, where relevant, to the nomination of one or more replacements which shall succeed that beneficiary or those beneficiaries in all their rights and obligations under the Agreement. The notification shall be sent before the termination is due to take effect.

If the coordinator's participation is terminated without its agreement, the formal notification must be done by another beneficiary (acting on behalf of the other beneficiaries).

If no reasons are given or if the Agency considers that the reasons exposed cannot justify the termination, it shall formally notify the coordinator, specifying the grounds thereof, and the participation shall be deemed to have been terminated improperly, with the consequences set out in the fourth subparagraph of Article II.16.4.1.

Without prejudice to Article II.12.2, an amendment to the Agreement shall be made, in order to introduce the necessary modifications.

II.16.3 Termination of the Agreement or the participation of one or more beneficiaries by the Agency

II.16.3.1 The Agency may decide to terminate the Agreement or the participation of any one or several beneficiaries participating in the action, in the following circumstances:

- (a) if a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant;
- (b) if, following the termination of the participation of any one or several beneficiaries, the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (c) if the beneficiaries do not implement the action as specified in Annex I or if a beneficiary fails to comply with another substantial obligation incumbent on it under the terms of the Agreement;
- (d) in the event of *force majeure*, notified in accordance with Article II.14, or in the event of suspension by the coordinator as a result of exceptional circumstances, notified in accordance with Article II.15, where resuming the implementation is impossible or where the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (e) if a beneficiary is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of any other similar proceedings concerning those matters, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (f) if a beneficiary or any related person, as defined in the second subparagraph, have been found guilty of professional misconduct proven by any means;
- (g) if a beneficiary is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or in which the action is implemented;
- (h) if the Agency has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;
- (i) if the Agency has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Agreement, including in the event of submission of false information or



failure to submit required information in order to obtain the grant provided for in the Agreement;

- (j) if the Agency has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant;
- (k) following an evaluation of the progress of the project, in particular in the event of major delays in the implementation of the action;
- (l) if the action has not started within two years of the starting date set out in Article 2.2 or, for grants for studies, if the action has not started within one year of the starting date set out in Article 2.2;
- (m) if the Agency does not receive all the documents required under Directive 2011/92/EU on the assessment of the effects of certain public and private projects on the environment, Directive 2009/147/EC on the conservation of wild birds, Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora, Directive 2000/60/EC establishing a framework for Community policy in the field of water, or any other relevant environmental legislation as listed in the application form (the section concerning compliance with Union policy on environmental protection).

For the purposes of points (f), (h) and (i), "any related person" shall mean any natural person who has the power to represent the beneficiary or to take decisions on its behalf.

II.16.3.2 Before terminating the Agreement or the participation of any one or several beneficiaries, the Agency shall formally notify the coordinator of its intention to terminate, specifying the reasons thereof and inviting the coordinator, within 45 calendar days from receipt of the notification, to submit observations on behalf of all beneficiaries and, in the case of point (c) of Article II.16.3.1, to inform the Agency about the measures taken to ensure that the beneficiaries continue to fulfil their obligations under the Agreement.

If, after examination of the observations submitted by the coordinator, the Agency decides to stop the termination procedure, it shall formally notify the coordinator thereof.

If no observations have been submitted or if, despite the observations submitted by the coordinator, the Agency decides to pursue the termination procedure, it may terminate the Agreement or the participation of any one or several beneficiaries by formally notifying the coordinator thereof, specifying the reasons for the termination.

In the cases referred to in points (a), (b), (c), (e), (g) and (k) of Article II.16.3.1,

the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (d), (f), (h), (i), (j), (l) and (m) of Article II.16.3.1, the termination shall take effect on the day following the date on which the formal notification was received by the coordinator.

II.16.4 Effects of termination

II.16.4.1 Where the Agreement is terminated, payments by the Agency shall be limited to the amount determined in accordance with Article II.25 on the basis of the eligible costs incurred by the beneficiaries and the actual level of implementation of the action on the date when the termination takes effect. Costs relating to current commitments, which are not due for execution until after the termination, shall not be taken into account. The coordinator shall have 60 days from the date when the termination of the Agreement takes effect, as provided for in Articles II.16.1 and II.16.3.2, to produce a request for payment of the balance in accordance with Article II.23.2. If no request for payment of the balance is received within this time limit, the Agency shall not reimburse or cover any costs which are not included in a financial statement approved by it or which are not justified in an ASR or the final report approved by it. In accordance with Article II.26, the Agency shall recover any amount already paid, if its use is not substantiated by ASRs or the final report and, where applicable, by the financial statements approved by the Agency.

Where the participation of a beneficiary is terminated the beneficiary concerned shall submit to the coordinator an ASR and, where applicable, a financial statement covering the period from the end of the last reporting period according to Article 4.1.1 for which a report has been submitted to the Agency to the date on which the termination takes effect. The ASR and the financial statement shall be submitted in due time to allow the coordinator to draw up the corresponding payment request. Only those costs incurred by the beneficiary concerned up to the date when termination of its participation takes effect shall be reimbursed or covered by the grant. Costs relating to current commitments, which were not due for execution until after the termination, shall not be taken into account. The request for payment for the beneficiary concerned shall be included in the next payment request submitted by the coordinator in accordance with the schedule laid down in Article 4.

Where the Agency, in accordance with point (c) of Article II.16.3.1, is terminating the Agreement on the grounds that the coordinator has failed to produce the request for payment and, after a reminder, has still not complied with this obligation within the deadline set out in Article II.23.3, the first subparagraph shall apply, subject to the following:

- (a) there shall be no additional time period from the date when the termination of the Agreement takes effect for the coordinator to produce a request for payment of the balance in accordance with Article II.23.2; and
- (b) the Agency shall not reimburse or cover any costs incurred by the beneficiaries up to the date of termination or up to the end of the period set



out in Article 2.2, whichever is the earlier, which are not included in a financial statement approved by it or which are not justified in an ASR approved by it.

In addition to the first, second and third subparagraphs, where the Agreement or the participation of a beneficiary is terminated improperly by the coordinator within the meaning of Articles II.16.1 and II.16.2, or where the Agreement or the participation of a beneficiary is terminated by the Agency on the grounds set out in points (c), (f), (h), (i), (j), (k) and (m) of Article II.16.3.1, the Agency may also reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26, in proportion to the gravity of the failings in question and after allowing the coordinator, and, where relevant, the beneficiaries concerned, to submit their observations.

II.16.4.2 Where the Agency, in accordance with point (l) of Article II.16.3.1, is terminating the Agreement on the ground that the action has not started by the set deadline, the following shall apply:

- (a) the coordinator shall not produce a request for payment of the balance; and
- (b) the final amount of the grant shall be EUR 0 (zero euro). The Agency shall recover any amounts unduly paid in accordance with Article II.26.

II.16.4.3 Neither party shall be entitled to claim compensation on account of a termination by the other party.

ARTICLE II.17 – ADMINISTRATIVE AND FINANCIAL PENALTIES

II.17.1 By virtue of Articles 109 and 131(4) of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and with due regard to the principle of proportionality, a beneficiary which has committed substantial errors, irregularities or fraud, has made false declarations in supplying required information or has failed to supply such information at the moment of the submission of the application or during the implementation of the grant, or has been found in serious breach of its obligations under the Agreement shall be liable to:

- (a) administrative penalties consisting of exclusion from all contracts and grants financed by the Union budget for a maximum of five years from the date on which the infringement is established and confirmed following a contradictory procedure with the beneficiary; and/or
- (b) financial penalties of 2% to 10% of the estimated CEF contribution it is entitled to receive, as indicated in Table 3 of Annex III as last amended or, if the grant takes exclusively the form of a lump sum, of the maximum amount of the grant as set out in Article 3.

In the event of another infringement within five years following the establishment of the first infringement, the period of exclusion under point (a) may be extended to 10



years and the range of the rate referred to in point (b) may be increased to 4% to 20%.

II.17.2 The Agency shall formally notify the beneficiary concerned of any decision to apply such penalties.

The Agency is entitled to publish such decision under the conditions and within the limits specified in Article 109(3) of Regulation (EU, Euratom) No 966/2012.

An action may be brought against such decision before the General Court of the European Union, pursuant to Article 263 of the Treaty on the Functioning of the European Union ("TFEU").

ARTICLE II.18 – APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISION

II.18.1 The Agreement is governed by the applicable Union law complemented, where necessary, by the law of Belgium.

II.18.2 Pursuant to Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the Union and any beneficiary concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

II.18.3 By virtue of Article 299 TFEU, for the purposes of recoveries within the meaning of Article II.26 or financial penalties, the Commission may adopt an enforceable decision to impose pecuniary obligations on persons other than States. An action may be brought against such decision before the General Court of the European Union pursuant to Article 263 TFEU.



PART B – FINANCIAL PROVISIONS

ARTICLE II.19 – ELIGIBLE COSTS

II.19.1 Conditions for the eligibility of costs

"Eligible costs" of the action are costs actually incurred by the beneficiary which meet the following criteria:

- (a) they are incurred in the period set out in Article 2.2, with the exception of costs relating to the request for payment of the balance and the corresponding supporting documents referred to in Article II.23.2.

Costs of contracts for goods, works or services or of subcontracts are considered to be incurred when the contract or subcontract (or a part of it) is executed, i.e. when the goods, works or services (including studies) are supplied, delivered or provided;

- (b) they are indicated in the estimated budget of the action set out in Annex III;
- (c) they are incurred in connection with the action as described in Annex I and are necessary for its implementation; in particular, for the costs of contracts for goods, the goods are supplied in a Member State or in any other countries where the action is implemented as described in Annex I; for the costs of contracts for works, the works are delivered in a Member State or in any other countries where the action is implemented as described in Annex I; for the costs of contracts for services (including studies), the services provided concern a Member State or any other countries where the action is implemented as described in Annex I;
- (d) they are identifiable and verifiable, in particular being recorded in the accounting records of the beneficiary and determined according to the applicable accounting standards of the country where the beneficiary is established and with the usual cost accounting practices of the beneficiary;
- (e) they comply with the requirements of applicable tax and social legislation; and
- (f) they are reasonable, justified, and comply with the principle of sound financial management, in particular regarding economy and efficiency.

II.19.2 Eligible direct costs

"Direct costs" of the action are those specific costs which are directly linked to the implementation of the action and can therefore be attributed directly to it. They may not include any indirect costs.

To be eligible, direct costs shall comply with the conditions of eligibility set out in Article II.19.1.

In particular, the following categories of costs are eligible direct costs, provided that they satisfy the conditions of eligibility set out in Article II.19.1 as well as the following



conditions:

- (a) the costs of personnel working under an employment contract with the beneficiary or an equivalent appointing act and assigned to the action, comprising actual salaries plus social security contributions and other statutory costs included in the remuneration, provided that these costs are in line with the beneficiary's usual policy on remuneration; those costs may also include additional remunerations, including payments on the basis of supplementary contracts regardless of the nature of those contracts, provided that they are paid in a consistent manner whenever the same kind of work or expertise is required, independently from the source of funding used;

The costs of natural persons working under a contract with the beneficiary other than an employment contract may be assimilated to such costs of personnel, provided that the following conditions are fulfilled:

- (i) the natural person works under the instructions of the beneficiary and, unless otherwise agreed with the beneficiary, in the premises of the beneficiary;
- (ii) the result of the work belongs to the beneficiary; and
- (iii) the costs are not significantly different from the costs of staff performing similar tasks under an employment contract with the beneficiary;
- (b) costs of travel and related subsistence allowances, provided that these costs are in line with the beneficiary's usual practices on travel;
- (c) the full costs of purchase of equipment and other assets shall be eligible, provided that they are treated as capital expenditure in accordance with the tax and accounting rules applicable to the beneficiary and are recorded in the fixed assets account of its balance sheet and if the asset has been purchased in accordance with Article II.9.1.

The costs of rental or lease of equipment or other assets are also eligible, provided that these costs do not exceed the depreciation costs of similar equipment or assets and are exclusive of any finance fee;

- (d) costs of consumables and supplies, provided that they are purchased in accordance with the first subparagraph of Article II.9.1 and are directly assigned to the action;
- (e) costs arising directly from requirements imposed by the Agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction), including the costs of requested financial guarantees, provided that the corresponding services are purchased in accordance with the first subparagraph of Article II.9.1;
- (f) costs entailed by service contracts, including costs of environmental studies on the protection of the environment and on compliance with the relevant Union law, provided that the corresponding services are purchased in accordance with the first subparagraph of Article II.9.1 and costs entailed by subcontracts within the meaning of Article II.10, provided that the conditions laid down in Article II.10.2 are met;



- (g) costs of financial support to third parties within the meaning of Article II.11, provided that the conditions laid down in Article II.11.1 or II.11.2 are met;
- (h) duties, taxes and charges paid by the beneficiary, notably non-deductible value added tax (VAT), provided that they are included in eligible direct costs, and unless specified otherwise in the Agreement.

II.19.3 Indirect costs

"Indirect costs" of the action are those costs which are not specific costs directly linked to the implementation of the action and can therefore not be attributed directly to it. They may not include any costs identifiable or declared as eligible direct costs.

Indirect costs shall not be eligible.

II.19.4 Ineligible costs

In addition to any other costs which do not fulfill the conditions set out in Article II.19.1, the following costs shall not be considered eligible:

- (a) return on capital;
- (b) debt and debt service charges;
- (c) provisions for losses or debts;
- (d) interest owed;
- (e) doubtful debts;
- (f) exchange losses;
- (g) costs of transfers from the Agency charged by the bank of a beneficiary;
- (h) costs declared by the beneficiary in the framework of another action receiving a grant financed from the Union budget (including grants awarded by a Member State and financed from the Union budget and grants awarded by other bodies than the Commission for the purpose of implementing the Union budget); in particular, indirect costs shall not be eligible under a grant for an action awarded to a beneficiary which already receives an operating grant financed from the Union budget during the period in question;
- (i) contributions in kind from third parties;
- (j) excessive or reckless expenditure;
- (k) deductible VAT;
- (l) costs of land and building acquisition (including expropriation costs).

ARTICLE II.20 – IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED

II.20.1 Reimbursement of actual costs

Where, in accordance with Article 3(a)(i), the grant takes the form of the reimbursement of actual costs, the beneficiary must declare as eligible costs the costs it actually incurred for the action.

If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the costs declared, such as contracts, invoices and accounting records. In addition, the beneficiary's usual accounting and internal control procedures must permit direct reconciliation of the amounts declared with the amounts recorded in its accounting statements as well as with the amounts indicated in the supporting documents.

II.20.2 Reimbursement of pre-determined unit costs or pre-determined unit contribution

Where, in accordance with Article 3(a)(ii) or (b), the grant takes the form of the reimbursement of unit costs or of a unit contribution, the beneficiary must declare as eligible costs or as requested contribution the amount obtained by multiplying the amount per unit specified in Article 3(a)(ii) or (b) by the actual number of units used or produced.

If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the number of units declared. However, the beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, notably accounting statements, to prove the amount declared per unit.

II.20.3 Reimbursement of pre-determined lump sum costs or pre-determined lump sum contribution

Where, in accordance with Article 3(a)(iii) or (c), the grant takes the form of the reimbursement of lump sum costs or of a lump sum contribution, the beneficiary must declare as eligible costs or as requested contribution the global amount specified in Article 3(a)(iii) or (c), subject to the proper implementation of the corresponding tasks or part of the action as described in Annex I.

If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the proper implementation. However, the beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, notably accounting statements, to prove the amount declared as lump sum.

II.20.4 Reimbursement of pre-determined flat-rate costs or pre-determined flat-rate contribution



Where, in accordance with Article 3(a)(iv) or (d), the grant takes the form of the reimbursement of flat-rate costs or of a flat-rate contribution, the beneficiary must declare as eligible costs or as requested contribution the amount obtained by applying the flat rate specified in Article 3(a)(iv) or (d).

If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the eligible costs or requested contribution to which the flat rate applies. However, the beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, notably accounting statements, for the flat rate applied.

II.20.5 Reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices

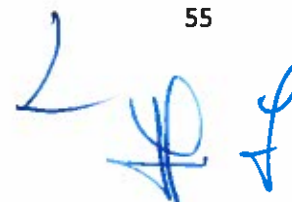
Where, in accordance with Article 3(a)(v), the grant takes the form of the reimbursement of unit costs declared on the basis of the beneficiary's usual cost accounting practices, the beneficiary must declare as eligible costs the amount obtained by multiplying the amount per unit calculated in accordance with its usual cost accounting practices by the actual number of units used or produced. If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the number of units declared.

Where, in accordance with Article 3(a)(v), the grant takes the form of the reimbursement of lump sum costs declared on the basis of the beneficiary's usual cost accounting practices, the beneficiary must declare as eligible costs the global amount calculated in accordance with its usual cost accounting practices, subject to the proper implementation of the corresponding tasks or part of the action. If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the proper implementation.

Where, in accordance with Article 3(a)(v), the grant takes the form of the reimbursement of flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices, the beneficiary must declare as eligible costs the amount obtained by applying the flat rate calculated in accordance with its usual cost accounting practices. If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the eligible costs to which the flat rate applies.

In all three cases provided for in the first, second and third subparagraphs, the beneficiary does not need to identify the actual eligible costs covered, but it must ensure that the cost accounting practices used for the purpose of declaring eligible costs are in compliance with the following conditions:

- (a) the cost accounting practices used constitute its usual cost accounting practices and are applied in a consistent manner, based on objective criteria independent from the source of funding;



- (b) the costs declared can be directly reconciled with the amounts recorded in its general accounts; and
- (c) the categories of costs used for the purpose of determining the costs declared are exclusive of any ineligible cost or costs covered by other forms of grant in accordance with Article 3.

ARTICLE II.21 – ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE BENEFICIARIES AND OF IMPLEMENTING BODIES DESIGNATED BY THE BENEFICIARIES

- II.21.1** Where the Special Conditions contain a provision on entities affiliated to the beneficiaries or a provision on implementing bodies, costs incurred by such an entity or body are eligible, provided that they satisfy the same conditions under Articles II.19 and II.20 as apply to the beneficiary, and that the beneficiary to which the entity is affiliated or by which the implementing body is designated ensures that the Agency, the Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors may exercise their rights under Article II.27 also towards the entity or body.
- II.21.2** The beneficiary to which the entity is affiliated or by which the implementing body is designated shall ensure that the conditions applicable to it under Articles II.3, II.4, II.5, II.7, II.9 and II.10 are also applicable to the entity or body.
- II.21.3** The beneficiaries shall retain sole responsibility for carrying out the action and for compliance with the provisions of the Agreement. The beneficiaries shall ensure that any agreement or contract with an affiliated entity or implementing body contains provisions stipulating that the affiliated entity or implementing body has no right vis-à-vis the Agency under the Agreement.

ARTICLE II.22 – BUDGET TRANSFERS

The estimated budget set out in Table 2 of Annex III may be adjusted by transfers of amounts between beneficiaries and between budget categories, without this adjustment being considered as an amendment of the Agreement within the meaning of Article II.12, provided that the action is implemented as described in Annex I.

The beneficiaries may not however adjust amounts which, in accordance with Article 3(a)(iii) or (c), take the form of lump sums.

By way of derogation from the first subparagraph, should beneficiaries want to modify the value of the estimated CEF contribution that each of them is entitled to as referred to in point (b) of Article II.17.1 and point (c) of II.26.3, the coordinator shall request an amendment in accordance to Article II.12.

ARTICLE II.23 – TECHNICAL AND FINANCIAL REPORTING – REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS

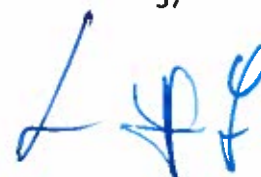
II.23.1 Action Status Reports - Requests for further pre-financing payments and supporting documents

II.23.1.1 The coordinator shall submit an Action Status Report (ASR) no later than 31 March following the end of each reporting period.

The ASR shall be drawn up in accordance with the template provided by the Agency via TEN-Tec and include the following:

- (a) the Agreement number, the action number, the transport mode and the project of common interest it relates to;
- (b) the name and contact details of the author of the ASR;
- (c) information on the progress achieved by the action;
- (d) the updated indicative breakdown by activity of the estimated eligible costs of the action referred to in Annex III, including:
 - i. the estimated eligible costs incurred for the implementation of the action during the previous reporting periods,
 - ii. the updated estimated eligible costs to be incurred for the implementation of the action during the on-going reporting period and for each of the next reporting periods;
- (e) the financing needs per reporting period calculated as the amount obtained by application of the reimbursement rate(s) set out in Article 3 to the eligible costs referred to in indents (i) and (ii) of point (d);
- (f) the cumulated financing needs until the end of the on-going reporting period;
- (g) information on the contracts awarded for the implementation of the action and on compliance with the requirements set out in Articles II.9 and II.10;
- (h) environmental information;
- (i) information about measures taken to publicise the action;
- (j) for beneficiaries established in the European Union, the certification by the Member State in which the beneficiary is established that the information provided in the ASR is full, reliable and true; in exceptional cases, at the request of the beneficiary, the certification may be provided by the Member State in which the action is implemented;
- (k) in the first ASR, information on implementation schedule (such as critical path, key performance rates and risk analysis), governance and monitoring of the action (such as organisational structure, internal coordination, communication and reporting, and decision making process), and other relevant administrative provisions (such as quality controls and audits);
- (l) in subsequent ASRs, information on any modifications and, if applicable, on the progress of implementation of the arrangements referred to in point (k).

II.23.1.2 Where Article 4.1 provides for further pre-financing payments, the coordinator may submit a request for a further pre-financing payment together with the ASR referred to in Article II.23.1.1.



The request for a further pre-financing payment shall be accompanied by:

- (a) a statement on the amount of the previous pre-financing payments used to cover costs of the action;
- (b) where required by Article 4.1, a financial guarantee;
- (c) the method for allocating the amounts to be paid to each beneficiary.

II.23.2 Interim and final reports - Requests for interim payments or for payment of the balance and supporting documents

II.23.2.1 Interim reports - Requests for interim payments and supporting documents

The coordinator shall submit a request for interim payment at least every two reporting periods. The request for interim payment shall be submitted within 8 months following the end of the reporting period.

The request for interim payment shall be accompanied by the following documents:

- (a) an interim financial statement drawn up in accordance with Annex VI and containing a consolidated statement of the eligible costs incurred for the implementation of the action during the reporting period or the two reporting periods covered as well as a breakdown of the eligible costs incurred by each beneficiary, its affiliated entities and its implementing bodies;
- (b) unless the Special Conditions provide otherwise, for each beneficiary for which the total contribution in the form of reimbursement of actual costs is at least EUR 750 000 and which requests a reimbursement in that form of at least EUR 325 000 (when adding all previous reimbursements in that form for which a certificate on the financial statements has not been submitted), a certificate on the financial statements and underlying accounts ("certificate on the financial statements").

This certificate shall be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII. It shall certify that the costs declared in the interim financial statement by the beneficiary concerned, its affiliated entities or its implementing bodies for the categories of costs reimbursed on the basis of actual costs are real, accurately recorded and eligible in accordance with the Agreement;

- (c) the method for allocating the amounts to be paid to each beneficiary.

The coordinator shall certify that the information provided in the request for interim payment is full, reliable and true. It shall also certify that the costs declared in the interim financial statement are real and eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27.

II.23.2.2 Final report - Request for payment of the balance and supporting documents



The coordinator shall submit a request for payment of the balance within 12 months following the completion date of the action as referred to in Article 2.2.

The request for payment of the balance shall be accompanied by the following documents:

- (a) the final report drawn up in accordance with Annex V and containing the following:
 - (i) the Agreement number, the action number, the transport mode and the project of common interest it relates to;
 - (ii) the name and contact details of the author of the report;
 - (iii) the objectives of the action (if any deviation is reported);
 - (iv) technical information on how the action was implemented and fulfilled its objectives;
 - (v) information on the contracts awarded for the implementation of the action and on compliance with the requirements set out in Articles II.9 and II.10;
 - (vi) environmental information;
 - (vii) information about measures taken to publicise the action;
 - (viii) information on other sources of Union funds (CEF, ERDF, Cohesion Fund, H2020, TEN-T, EIPA, etc.) that have been used for the global project (e.g. previous or subsequent phases not covered by this Agreement).
- (b) the final financial statement drawn up in accordance with Annex VI and containing:
 - (i) a consolidated statement of the eligible costs incurred for the implementation of the action during the last reporting period or the last two reporting periods since the last interim financial statement as well as a breakdown of the eligible costs incurred by each beneficiary, its affiliated entities and its implementing bodies;
 - (ii) a summary financial statement (“summary financial statement”); this statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by each beneficiary, its affiliated entities and its implementing bodies, aggregating the financial statements already submitted previously and indicating the receipts referred to in Article II.25.3.2 for each beneficiary, its affiliated entities and its implementing bodies; it must be drawn up in accordance with Annex VI.
- (c) for beneficiaries established in the European Union, the certification by the Member State in which the beneficiary is established that i) the information provided is full, reliable and true and ii) the costs declared in the final financial statement are real and eligible in accordance with this Agreement; in exceptional cases, at the request of the beneficiary, the certification may be provided by the Member State in which the action is implemented;
- (d) unless the Special Conditions provide otherwise, for each beneficiary for which the total contribution in the form of reimbursement of actual costs is at least EUR 750 000

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and which requests a reimbursement in that form of at least EUR 325 000 (when adding all previous reimbursements in that form for which a certificate on the financial statements has not been submitted) a certificate on the financial statements and underlying accounts (“certificate on the financial statements”).

This certificate shall be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII. It shall certify that the costs declared in the final financial statement by the beneficiary concerned, its affiliated entities and its implementing bodies for the categories of costs reimbursed on the basis of actual costs are real, accurately recorded and eligible in accordance with the Agreement. It shall also certify that all the receipts referred to in Article II.25.3.2 have been declared;

(e) the method for allocating the amounts to be paid to each beneficiary.

The coordinator shall certify that the information provided in the request for payment of the balance is complete, reliable and true. It shall also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27. In addition, it shall certify that all the receipts referred to in Article II.25.3.2 have been declared.

II.23.3 Non-submission of documents

Where the coordinator has failed to submit a request for interim payment or payment of the balance accompanied by the documents referred to above by the deadline set out in Article II.23.2 and where the coordinator still fails to submit such a request within 60 days following a written reminder sent by the Agency, the Agency reserves the right to terminate the Agreement in accordance with Article II.16.3.1(c), with the effects described in the third and the fourth subparagraphs of Article II.16.4.1.

II.23.4 Currency for requests for payment and financial statements and conversion into euro

Requests for payment and financial statements shall be drafted in euro.

Beneficiaries with general accounts in a currency other than the euro shall convert costs incurred in another currency into euro at the average of the daily exchange rates published in the C series of *Official Journal of the European Union*, determined over the corresponding reporting period. Where no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion shall be made at the average of the monthly accounting rates established by the Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm), determined over the corresponding reporting period.

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

ARTICLE II.24 – PAYMENTS AND PAYMENT ARRANGEMENTS

II.24.1 Pre-financing

II.24.1.1 The pre-financing is intended to provide the beneficiaries with a float. It remains the property of the Union until it is cleared against interim payments or payment of the balance to the coordinator.

Where payment of pre-financing is conditional on receipt of a financial guarantee, the financial guarantee shall fulfill the following conditions:

- (a) it is provided by an approved bank or an approved financial institution. The guarantee shall be denominated in euros. Where a beneficiary is established in a third country, the Agency may agree that a bank or a financial institution established in that third country may provide the guarantee if it considered that the bank or financial institution offers equivalent security and characteristics as those offered by a bank or financial institution established in a Member State. At the request of the coordinator and acceptance by the Agency, the financial guarantee may be replaced by a joint and several guarantee by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the Agency to have recourse against the principal debtor (i.e. the beneficiary concerned); and
- (c) it provides that it remains in force until the pre-financing is cleared against interim payments or payment of the balance by the Agency and, in case the payment of the balance is made in the form of a debit note, three months after the debit note is notified to the coordinator. The Agency shall release the guarantee within the following month.

II.24.1.2 First pre-financing payment

Without prejudice to Article II.24.5, where Article 4.1 provides for a first pre-financing payment upon entry into force of the Agreement or following a later date, the Agency shall pay to the beneficiaries within 30 days following that date or, where required by Article 4.1, following receipt of the request for pre-financing payment or of the financial guarantee, whichever is the latest.

II.24.1.3 Further pre-financing payments

Where Article 4.1.2 provides for further pre-financing payments, the amount of the further pre-financing payment shall be calculated as follows:

- (a) the percentage specified in Article 4.1.2 shall be applied to the cumulated financing needs referred to in point (f) of Article II.23.1.1;
- (b) the total amount of previous pre-financing payments already made shall be deducted from the amount obtained in accordance with point (a);
- (c) where the statement on the amount of the previous pre-financing payments used

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submitted in accordance with Article II.23.1.2 shows that less than 70 % of the total amount of the previous pre-financing payments already made has been used, the amount obtained in accordance with points (a) and (b) shall be reduced by the difference between the 70 % threshold and the amount used;

- (d) the amount obtained in accordance with points (a), (b) and (c) shall be limited to the difference between the ceiling for pre-financing and interim payments set out in Article 4.1.3 and the total amount of pre-financing and interim payments already made.

Without prejudice to Articles II.24.4 and II.24.5, the Agency shall pay to the beneficiaries the amount due as further pre-financing payment within 60 days following receipt of the request for further pre-financing payment and of documents referred to in Article II.23.1.1 or, where required by Article 4.1, following receipt of the financial guarantee.

II.24.2 Interim payments

Interim payments are intended to reimburse the eligible costs incurred in implementing the action during the corresponding reporting periods.

Without prejudice to Articles II.24.4 and II.24.5, on receipt of the documents referred to in Article II.23.2, the Agency shall pay to the beneficiaries the amount due as interim payment within the time limit specified in Article 4.2.

This amount shall be determined following approval of the request for interim payment and the accompanying documents and of the ASR for the reporting period or the two reporting periods covered. Approval of those documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

The amount due as interim payment shall be determined as follows:

- (a) the following amounts, which depends on the form of the grant, shall be added:
- (i) where, in accordance with Article 3(a), the grant takes the form of the reimbursement of eligible costs, the amount obtained by application of the reimbursement rate(s) specified in that Article to the eligible costs of the action approved by the Agency for the concerned reporting period(s) and the corresponding categories of costs, beneficiaries, affiliated entities and implementing bodies;
 - (ii) where, in accordance with Article 3(b), the grant takes the form of a unit contribution, the amount obtained by multiplying the unit contribution specified in that Article by the actual number of units approved by the Agency for the concerned reporting period(s) and for the corresponding beneficiaries, affiliated entities and implementing bodies;
 - (iii) where, in accordance with Article 3(c), the grant takes the form of a lump sum contribution, the lump sum specified in that Article for the corresponding beneficiaries, affiliated entities and implementing bodies, subject to approval by

the Agency of the proper implementation during the concerned reporting period(s) of the corresponding tasks or part of the action in accordance with Annex I;

- (iv) where, in accordance with Article 3(d), the grant takes the form of a flat-rate contribution, the amount obtained by applying the flat rate referred to in that Article to the eligible costs or to the contribution accepted by the Agency for the concerned reporting period(s) and the corresponding beneficiaries, affiliated entities and implementing bodies.
- (b) the interim payment shall clear 100% of the pre-financing payments already made for the reporting periods covered by the request for interim payment or previous interim payments and which have not been cleared against previous interim payments. The amount of the pre-financing payments to be cleared shall be deducted from the amount obtained in accordance with point (a);
- (c) the amount obtained in accordance with points (a) and (b) shall be limited to the difference between the ceiling for pre-financing and interim payments set out in Article 4.1.3 and the total amount of the pre-financing and interim payments already made.

II.24.3 Payment of the balance

The payment of the balance, which may not be repeated, is intended to reimburse or cover after the end of the period set out in Article 2.2 the remaining part of the eligible costs incurred by the beneficiaries for its implementation. Where the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance may take the form of a recovery as provided for by Article II.26.

Without prejudice to Articles II.24.4 and II.24.5, on receipt of the documents referred to in Article II.23.2, the Agency shall pay the amount due as the balance within the time limit specified in Article 4.2.

This amount shall be determined following approval of the request for payment of the balance and of the accompanying documents and in accordance with the fourth subparagraph. Approval of the request for payment of the balance and of the accompanying documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

The amount due as the balance shall be determined by deducting, from the final amount of the grant determined in accordance with Article II.25, the total amount of pre-financing and interim payments already made.

II.24.4 Suspension of the time limit for payment

The Agency may suspend the time limit for payment specified in Articles 4.2 and II.24.1.3, at any time by formally notifying the coordinator that its request for payment cannot be met, either because it does not comply with the provisions of the Agreement, or because the appropriate supporting documents have not been produced, or because there is doubt about

the eligibility of the costs declared in the financial statement.

The coordinator shall be notified as soon as possible of any such suspension, together with the reasons thereof.

Suspension shall take effect on the date when notification is sent by the Agency. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension exceeds two months, the coordinator may request a decision by the Agency on whether the suspension is to be continued.

Where the time limit for payment has been suspended following the rejection of one of the ASRs, the final report or one of the financial statements provided for by Article II.23 and the new report or statement submitted is also rejected, the Agency reserves the right to terminate the Agreement in accordance with Article II.16.3.1(c), with the effects described in Article II.16.4.

II.24.5 Suspension of payments

II.24.5.1 The Agency may, at any time during the implementation of the Agreement, suspend the pre-financing payments, interim payments or payment of the balance for all beneficiaries, or suspend the pre-financing payments or interim payments for any one or several beneficiaries:

- (a) if the Agency has evidence that a beneficiary has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the grant, or if a beneficiary fails to comply with its obligations under the Agreement;
- (b) if the Agency has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or by the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant;
- (c) if the Agency suspects substantial errors, irregularities, fraud or breach of obligations committed by a beneficiary in the award procedure or in the implementation of the Agreement and needs to verify whether they have actually occurred;
- (d) following an evaluation of the progress of the project, in particular in the event of major delays in the implementation of the action; or
- (e) if the Agency does not receive all the documents required under Directive 2011/92/EU on the assessment of the effects of certain public and private projects on the environment, Directive 2009/147/EC on the conservation of wild birds, Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora, Directive 2000/60/EC establishing a framework for



Community policy in the field of water, or any other relevant environmental legislation as listed in the application form (the section concerning compliance with Union policy on environmental protection).

II.24.5.2 Before suspending payments, the Agency shall formally notify the coordinator of its intention to suspend payments, specifying the reasons thereof and, in the cases referred to in points (a), (b), (d) and (e) of Article II.24.5.1, the necessary conditions for resuming payments. The coordinator shall be invited to make any observations on behalf of all beneficiaries within 30 calendar days from receipt of this notification.

If, after examination of the observations submitted by the coordinator, the Agency decides to stop the procedure of payment suspension, the Agency shall formally notify the coordinator thereof.

If no observations have been submitted or if, despite the observations submitted by the coordinator, the Agency decides to pursue the procedure of payment suspension, it may suspend payments by formally notifying the coordinator, specifying the reasons for the suspension and, in the cases referred to in points (a), (b), (d) and (e) of Article II.24.5.1, the definitive conditions for resuming payments or, in the case referred to in point (c) of Article II.24.5.1, the indicative date of completion of the necessary verification.

The coordinator shall inform the other beneficiaries immediately. The suspension of payments shall take effect on the date when the notification is sent by the Agency.

In order to resume payments, the beneficiaries shall endeavour to meet the notified conditions as soon as possible and shall inform the Agency of any progress made in this respect.

The Agency shall, as soon as it considers that the conditions for resuming payments have been met or the necessary verification, including on-the-spot checks, has been carried out, formally notify the coordinator thereof.

During the period of suspension of payments and without prejudice to the right to suspend the implementation of the action in accordance with Article II.15.1 or to terminate the Agreement or the participation of a beneficiary in accordance with Article II.16.1 and Article II.16.2, the coordinator is not entitled to submit any requests for payments or, where the suspension concerns the pre-financing payments or interim payments for one or several beneficiaries only, any requests for payments and supporting documents relating to the participation of the concerned beneficiary or beneficiaries in the action.

The corresponding requests for payments and supporting documents may be submitted as soon as possible after resumption of payments or may be included in the first request for payment due following resumption of payments in accordance with the schedule laid down in Article 4.1.



II.24.6 Notification of amounts due

The Agency shall formally notify the amounts due, specifying whether it is a further pre-financing payment, an interim payment or the payment of the balance. In the case of payment of the balance, it shall also specify the final amount of the grant determined in accordance with Article II.25.

II.24.7 Interest on late payment

On expiry of the time limits for payment specified in Articles 4.2 and II.24.1, and without prejudice to Articles II.24.4 and II.24.5, the beneficiaries are entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in euros ("the reference rate"), plus three and a half points. The reference rate shall be the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

The first subparagraph shall not apply where all beneficiaries are Member States of the Union, including regional and local government authorities and other public bodies acting in the name and on behalf of the Member State for the purpose of this Agreement.

The suspension of the time limit for payment in accordance with Article II.24.4 or of payment by the Agency in accordance with Article II.24.5 may not be considered as late payment.

Interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article II.24.9. The interest payable shall not be considered for the purposes of determining the final amount of grant within the meaning of Article II.25.3.

By way of derogation from the first subparagraph, when the calculated interest is lower than or equal to EUR 200, it shall be paid only upon request submitted by the coordinator within two months of the late payment.

II.24.8 Currency for payments

Payments by the Agency shall be made in euro.

II.24.9 Date of payment

Payments by the Agency shall be deemed to be effected on the date when they are debited to the Agency's account.

II.24.10 Costs of payment transfers

Costs of the payment transfers shall be borne in the following way:

- (a) costs of transfer charged by the bank of the Agency shall be borne by the Agency;
- (b) costs of transfer charged by the bank of a beneficiary shall be borne by the beneficiary;

- (c) all costs of repeated transfers caused by one of the parties shall be borne by the party which caused the repetition of the transfer.

II.24.11 Payments to the beneficiaries

The Agency shall make payments to each beneficiary.

The amount due as first pre-financing payment shall be allocated to each beneficiary according to its pro rata share of the estimated eligible costs as defined in the breakdown in Table 2 of Annex III.

The amount due as further pre-financing payment, interim payment and payment of the balance shall be allocated to each beneficiary according to the allocation method provided by the coordinator together with the request for payment. Payments to the beneficiaries according to this method shall discharge the Agency from its payment obligation.

ARTICLE II.25 – DETERMINING THE FINAL AMOUNT OF THE GRANT

II.25.1 Calculation of the final amount

Without prejudice to Articles II.25.2, II.25.3 and II.25.4, the final amount of the grant shall be determined as follows:

- (a) where, in accordance with Article 3(a), the grant takes the form of the reimbursement of eligible costs, the amount obtained by application of the reimbursement rate(s) specified in that Article to the eligible costs of the action approved by the Agency for the corresponding categories of costs, beneficiaries, affiliated entities and implementing bodies;
- (b) where, in accordance with Article 3(b), the grant takes the form of a unit contribution, the amount obtained by multiplying the unit contribution specified in that Article by the actual number of units approved by the Agency for the corresponding beneficiaries, affiliated entities and implementing bodies;
- (c) where, in accordance with Article 3(c), the grant takes the form of a lump sum contribution, the lump sum specified in that Article for the corresponding beneficiaries, affiliated entities and implementing bodies, subject to approval by the Agency of the proper implementation of the corresponding tasks or part of the action in accordance with Annex I;
- (d) where, in accordance with Article 3(d), the grant takes the form of a flat-rate contribution, the amount obtained by applying the flat rate referred to in that Article to the eligible costs or to the contribution accepted by the Agency for the corresponding beneficiaries, affiliated entities and implementing bodies.

Where Article 3 provides for a combination of different forms of grant, these amounts shall be added.

II.25.2 Maximum amount

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The total amount paid by the Agency for the action may in no circumstances exceed the maximum amount of the grant specified in Article 3.

Where the amount determined in accordance with Article II.25.1 exceeds this maximum amount, the final amount of the grant shall be limited to the maximum amount specified in Article 3.

II.25.3 No-profit rule and taking into account of receipts

II.25.3.1 The grant may not produce a profit for the beneficiaries, unless specified otherwise in the Special Conditions. "Profit" shall mean a surplus of the receipts over the eligible costs of the action.

II.25.3.2 The receipts to be taken into account are the consolidated receipts established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the coordinator, which fall within one of the following two categories:

- (a) income generated by the action; or
- (b) financial contributions specifically assigned by the donors to the financing of the eligible costs of the action reimbursed by the Agency in accordance with Article 3(a)(i).

II.25.3.3 The following shall not be considered as receipts to be taken into account for the purpose of verifying whether the grant produces a profit for the beneficiaries:

- (a) financial contributions referred to in point (b) of Article II.25.3.2, which may be used by the beneficiaries to cover costs other than the eligible costs under the Agreement;
- (b) financial contributions referred to in point (b) of Article II.25.3.2, the unused part of which is not due to the donors at the end of the period set out in Article 2.2.

II.25.3.4 The eligible costs to be taken into account are the consolidated eligible costs approved by the Agency for the categories of costs reimbursed in accordance with Article 3(a).

II.25.3.5 Where the final amount of the grant determined in accordance with Articles II.25.1 and II.25.2 would result in a profit for the beneficiaries, the profit shall be deducted in proportion to the final rate of reimbursement of the actual eligible costs of the action approved by the Agency for the categories of costs referred to in Article 3(a)(i). This final rate shall be calculated on the basis of the final amount of the grant in the form referred to in Article 3(a)(i), as determined in accordance with Articles II.25.1 and II.25.2.

II.25.4 Reduction for poor, partial or late implementation, or breach of contractual



obligations

If the action is not implemented properly in accordance with Annex I, or if any beneficiary fails to comply with any other obligations under this Agreement, the Agency may reduce the grant amount set out in Article 3 in proportion to the improper implementation of the action or to the seriousness of the breach of obligations.

This includes the case where the Agency does not receive all the documents required under Directive 2011/92/EU on the assessment of the effects of certain public and private projects on the environment, Directive 2009/147/EC on the conservation of wild birds, Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora, Directive 2000/60/EC establishing a framework for Community policy in the field of water, or any other relevant environmental legislation as listed in the application form (the section concerning compliance with Union policy on environmental protection).

ARTICLE II.26 – RECOVERY

II.26.1 Recovery at the time of payment of the balance

Where the payment of the balance takes the form of a recovery, the Agency shall formally notify the coordinator of its intention to recover the amount unduly paid:

- (a) specifying the amount due and the reasons for recovery;
- (b) inviting the coordinator to make any observations within a specified period.

If no observations have been submitted or if, despite the observations submitted by the coordinator, the Agency decides to pursue the recovery procedure, the Agency may confirm recovery by formally notifying to the coordinator a debit note (“debit note”), specifying the terms and the date for payment.

If the coordinator does not repay the Agency by the date specified in the debit note, the Agency shall recover the amount due from the beneficiary which has been the final recipient of the amount due.

For that purpose, the Agency shall:

- (a) where, in accordance with Article 3(a), the grant takes the form of the reimbursement of eligible costs:
 - (i) identify the beneficiaries for which the amount calculated as follows is negative:
$$\frac{\{\{\{\text{Beneficiary's costs (including the costs of its affiliated entities and implementing bodies if applicable) declared in the final financial statement and approved by the Agency multiplied by the reimbursement rate(s) set out in Article 3(a) for the beneficiary concerned}\}\}}{\text{divided by}}$$



the amount calculated according to Article II.25.1 }
multiplied by
the final grant amount calculated according to Article II.25 } ,
minus
the pre-financing and interim payments received by the beneficiary }

- (ii) formally notify to each beneficiary identified according to point (i) a debit note specifying the terms and date for payment. The amount of the debit note shall be calculated as follows:

{ {amount calculated according to point (i) for the beneficiary concerned
divided by
the sum of the amounts calculated according to point (i) for all the beneficiaries identified according to point (i) }
multiplied by
the amount set out in the debit note formally notified to the coordinator }

- (b) where, in accordance with Article 3(b), (c) or (d) the grant takes the form of a unit, lump sum or flat-rate contribution, formally notify to each beneficiary a debit note specifying the terms and date for payment. The amount of the debit note shall be calculated as follows:

{ {the pre-financing and interim payments received by the beneficiary
divided by
the total amount of pre-financing and interim payments paid by the Agency }
multiplied by
the amount set out in the debit note formally notified to the coordinator };

- (c) where Article 3 provides for a combination of different forms of grant, these amounts shall be added.

If the beneficiary concerned does not repay the Agency by the date specified in the debit note, the Agency or the Commission shall recover the amount due from the beneficiary in accordance with Article II.26.3.

II.26.2 Recovery after payment of the balance

Where an amount is to be recovered in accordance with Articles II.27.6, II.27.7 and II.27.8, the beneficiary concerned by the audit or OLAF findings shall repay the Agency the amount in question.

Where the audit findings do not concern a specific beneficiary, the coordinator shall repay the Agency the amount in question, even if it has not been the final recipient of the amount due.

Before recovery, the Agency shall formally notify the beneficiary concerned or the coordinator of its intention to recover the amount unduly paid:

- (a) specifying the amount due (including any amount unduly paid by the Agency as a contribution towards the costs incurred by its affiliated entities or its implementing bodies) and the reasons for recovery;
- (b) inviting the beneficiary concerned or the coordinator to make any observations within a specified period.

If no observations have been submitted or if, despite the observations submitted by the beneficiary concerned or the coordinator, the Agency decides to pursue the recovery procedure, the Agency may confirm recovery by formally notifying to the beneficiary concerned or the coordinator a debit note ("debit note"), specifying the terms and the date for payment.

If the beneficiary concerned or the coordinator does not repay the Agency by the date specified in the debit note, the Agency shall recover the amount due from the beneficiary concerned or the coordinator in accordance with Article II.26.3.

II.26.3 Recovery procedure failing repayment by the date specified in the debit note

If payment has not been made by the date specified in the debit note, the Agency or the Commission shall recover the amount due:

- (a) by offsetting it against any amounts owed to the beneficiary concerned by the Union or the European Atomic Energy Community (Euratom) ("offsetting"); in exceptional circumstances, justified by the necessity to safeguard the financial interests of the Union, the Agency may recover by offsetting before the due date; the beneficiary's prior consent shall not be required; an action may be brought against such offsetting before the General Court of the European Union pursuant to Article 263 TFEU;
- (b) by drawing on the financial guarantee where provided for in accordance with Article 4.1 ("drawing on the financial guarantee");
- (c) where provided for in the Special Conditions, by holding the beneficiaries jointly and severally liable;
- (d) by taking legal action in accordance with Article II.18.2 or with the Special Conditions or by adopting an enforceable decision in accordance with Article II.18.3.

II.26.4 Interest on late payment

If payment has not been made by the date set out in the debit note, the amount due shall bear interest at the rate established in Article II.24.7. Interest on late payment shall cover the

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period running from the day following the due date for payment, up to and including the date when the Agency or the Commission actually receives payment in full of the outstanding amount.

Any partial payment shall first be appropriated against charges and interest on late payment and then against the principal.

II.26.5 Bank charges

Bank charges incurred in connection with the recovery of the sums owed to the Agency shall be borne by the beneficiary concerned except where Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC applies.

ARTICLE II.27 – CHECKS, AUDITS AND EVALUATION

II.27.1 Technical and financial checks, audits, interim and final evaluations

The Commission or the Agency may carry out technical and financial checks and audits in relation to the use of the grant. It may also check the statutory records of the beneficiaries for the purpose of periodic assessments of lump sum, unit cost or flat-rate amounts.

Information and documents provided in the framework of checks or audits shall be treated on a confidential basis.

In addition, the Commission or the Agency may carry out interim or final evaluation of the impact of the action measured against the objective of the Union programme concerned, in order to assess whether the objectives, including those relating to environmental protection, have been attained.

Checks, audits or evaluations made by the Commission or the Agency may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf.

Such checks, audits or evaluations may be initiated during the implementation of the Agreement and for a period of five years starting from the date of payment of the balance. This period shall be limited to three years if the maximum amount specified in Article 3 is not more than EUR 60 000.

The check, audit or evaluation procedure shall be deemed to be initiated on the date of receipt of the letter of the Commission or the Agency announcing it.

II.27.2 Duty to keep documents

The beneficiaries shall keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, for a period of five years starting from the date of payment of the balance.



This period shall be limited to three years if the maximum amount specified in Article 3 is not more than EUR 60 000.

The periods set out in the first and second subparagraphs shall be longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the grant, including in the case referred to in Article II.27.7. In such cases, the beneficiaries shall keep the documents until such audits, appeals, litigation or pursuit of claims are closed.

II.27.3 Obligation to provide information

Where a check or audit is initiated before the payment of the balance, the coordinator shall provide any information, including information in electronic format, requested by the Commission or the Agency, or by any other outside body authorised by it. Where appropriate, the Commission or the Agency may request such information to be provided directly by a beneficiary. Where a check or audit is initiated after payment of the balance, such information shall be provided by the beneficiary concerned.

For an evaluation, the coordinator shall provide any information, including information in electronic format, requested by the Commission or the Agency, or by any other outside body authorised by it. Where appropriate, the Commission or the Agency may request such information to be provided directly by a beneficiary.

In case the beneficiary concerned does not comply with the obligations set out in the first and second subparagraphs, the Commission or the Agency may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

II.27.4 On-the-spot visits

During an on-the-spot visit, the beneficiaries shall allow Commission or Agency staff and outside personnel authorised by the Commission or the Agency to have access to the sites and premises where the action is or was carried out, and to all the necessary information, including information in electronic format.

They shall ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in an appropriate form.

In case a beneficiary refuses to provide access to the sites, premises and information in accordance with the first and second subparagraphs, the Commission or the Agency may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information

provided by the beneficiary as undue.

II.27.5 Contradictory audit procedure

On the basis of the findings made during the audit, a provisional report ("draft audit report") shall be drawn up. It shall be sent by the Commission or the Agency or its authorised representative to the beneficiary concerned, which shall have 30 days from the date of receipt to submit observations. The final report ("final audit report") shall be sent to the beneficiary concerned within 60 days of expiry of the time limit for submission of observations.

II.27.6 Effects of audit findings

On the basis of the final audit findings, the Commission or the Agency may take the measures which it considers necessary, including recovery at the time of payment of the balance or after payment of the balance of all or part of the payments made by it, in accordance with Article II.26.

In the case of final audit findings made after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article II.25, and the total amount paid to the beneficiaries under the Agreement for the implementation of the action.

II.27.7 Correction of systemic or recurrent errors, irregularities, fraud or breach of obligations

II.27.7.1 The Commission or the Agency may take all measures which it considers necessary, including recovery at the time of payment of the balance or after payment of the balance of all or part of the payments made by it under the Agreement, in accordance with Article II.26, where the following conditions are fulfilled:

- (a) the beneficiary is found, on the basis of an audit of other grants awarded to it 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) the final audit report containing the findings of the systemic or recurrent errors, irregularities, fraud or breach of obligations is received by the beneficiary within the period referred to in Article II.27.1.

II.27.7.2 The Commission or the Agency shall determine the amount to be corrected under the Agreement:

- (a) wherever possible and practicable, on the basis of costs unduly declared as eligible under the Agreement.

For that purpose, the beneficiary concerned shall revise the financial statements submitted under the Agreement taking account of the findings and resubmit them to the Commission or the Agency within 60 days from



the date of receipt of the final audit report containing the findings of the systemic or recurrent errors, irregularities, fraud or breach of obligations.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs declared by the beneficiary and approved by the Commission or the Agency, and the total amount paid to the beneficiaries under the Agreement for the implementation of the action;

- (b) where it is not possible or practicable to quantify precisely the amount of ineligible costs under the Agreement, by extrapolating the correction rate applied to the eligible costs for the grants for which the systemic or recurrent errors or irregularities have been found.

The Commission or the Agency shall formally notify the extrapolation method to be applied to the beneficiary concerned, which shall have 60 days from the date of receipt of the notification to submit observations and to propose a duly substantiated alternative method.

If the Commission or the Agency accepts the alternative method proposed by the beneficiary, it shall formally notify the beneficiary concerned thereof and determine the revised eligible costs by applying the accepted alternative method.

If no observations have been submitted or if the Commission or the Agency does not accept the observations or the alternative method proposed by the beneficiary, the Commission or the Agency shall formally notify the beneficiary concerned thereof and determine the revised eligible costs by applying the extrapolation method initially notified to the beneficiary.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs after extrapolation, and the total amount paid to the beneficiaries under the Agreement for the implementation of the action; or

- (c) where ineligible costs cannot serve as a basis for determining the amount to be corrected, by applying a flat rate correction to the maximum amount of the grant specified in Article 3 or part thereof, having regard to the principle of proportionality.

The Commission or the Agency shall formally notify the flat rate to be applied to the beneficiary concerned, which shall have 60 days from the date of receipt of the notification to submit observations and to propose a duly substantiated alternative flat rate.

Handwritten signature and initials in blue ink, consisting of a large 'L' followed by a stylized signature and the letter 'F'.

If the Commission or the Agency accepts the alternative flat rate proposed by the beneficiary, it shall formally notify the beneficiary concerned thereof and correct the grant amount by applying the accepted alternative flat rate.

If no observations have been submitted or if the Commission or the Agency does not accept the observations or the alternative flat rate proposed by the beneficiary, the Commission or the Agency shall formally notify the beneficiary concerned thereof and correct the grant amount by applying the flat rate initially notified to the beneficiary.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant after flat-rate correction and the total amount paid to the beneficiaries under the Agreement for the implementation of the action.

II.27.8 Checks and inspections by OLAF

The European Anti-Fraud Office (OLAF) shall have the same rights as the Commission and the Agency, notably right of access, for the purpose of checks and investigations.

By virtue of Council Regulation (Euratom, EC) No 2185/96¹ 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 and Regulation (EU) No 883/2013² of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities.

Where appropriate, OLAF findings may lead to recovery by the Agency. They may also lead to criminal prosecution under national law.

II.27.9 Checks and audits by the European Court of Auditors

The European Court of Auditors shall have the same rights as the Agency and the Commission, notably right of access, for the purpose of checks and audits.

¹ OJ L 292, 15.11.1996, p.2

² OJ L 248, 18.09.2013, p.1

**ANNEX III
ESTIMATED BUDGET OF THE ACTION**

Table I: Planned sources of financing of the eligible costs of the action

Financing sources	Amount of financial contribution to the action eligible costs (EUR)	Amount of financial contribution to the action eligible costs (EUR)	Amount of financial contribution to the action eligible costs (EUR)
	MEDDE	VO	SPW
1. CEF-Transport financing	787,169,500	141,539,300	50,977,700
2. Beneficiary's own resources	0	0	0
of which:			
(a) EIB loan	0	0	0
3. State budget(s)	536,638,250	200,447,700	73,348,300
4. Regional/ local budget(s)	536,638,250	0	0
5. Income generated by the action	0	0	0
6. Other sources	0	0	0
TOTAL	1,860,446,000	341,987,000	124,326,000

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Table 2: Indicative breakdown per activity and per beneficiary of estimated eligible costs of the action by activity (EUR)

Activities	2014	2015	2016	2017	2018	2019	Total	Pro-rata share of the estimated eligible costs (%)
ELIGIBLE DIRECT COSTS								
Activity 1	0	0	63,583,000	93,782,000	129,200,000	108,035,000	394,600,000	16.96
MEDDE	0	0	63,583,000	93,782,000	129,200,000	108,035,000	394,600,000	16.96
Activity 2	0	0	7,375,000	20,917,000	439,600,000	962,643,000	1,430,535,000	61.48
MEDDE	0	0	7,375,000	20,917,000	439,600,000	962,643,000	1,430,535,000	61.48
Activity 3	0	333,000	3,268,000	4,904,000	2,925,000	573,000	12,003,000	0.52
MEDDE	0	333,000	3,268,000	4,904,000	2,925,000	573,000	12,003,000	0.52
Activity 4	454,000	1,404,000	1,533,000	1,326,000	2,879,000	3,700,000	11,296,000	0.49
MEDDE	454,000	1,404,000	1,533,000	1,326,000	2,879,000	3,700,000	11,296,000	0.49
Activity 5	1,161,000	3,147,000	2,686,000	2,662,000	1,522,000	834,000	12,012,000	0.52
MEDDE	1,161,000	3,147,000	2,686,000	2,662,000	1,522,000	834,000	12,012,000	0.52
Activity 6	316,000	547,000	680,000	260,000	4,470,000	6,200,000	12,473,000	0.54
SPW	316,000	547,000	680,000	260,000	4,470,000	6,200,000	12,473,000	0.54
Activity 7	1,300,000	6,237,000	15,723,000	13,943,000	25,000,000	49,650,000	111,853,000	4.81
SPW	1,300,000	6,237,000	15,723,000	13,943,000	25,000,000	49,650,000	111,853,000	4.81
Activity 8	1,260,000	6,210,000	13,331,000	10,675,000	9,115,000	6,854,000	47,445,000	2.04
VO	1,260,000	6,210,000	13,331,000	10,675,000	9,115,000	6,854,000	47,445,000	2.04
Activity 9	0	4,400,000	73,661,000	70,868,000	72,331,000	73,282,000	294,542,000	12.66

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	VO	0	4,400,000	73,661,000	70,868,000	72,331,000	73,282,000	294,542,000	12.66
TOTAL	ELIGIBLE	4,491,000	22,278,000	181,840,000	219,337,000	687,042,000	1,211,771,000	2,326,759,000	100
DIRECT COSTS									
	MEDDE	1,615,000	4,884,000	78,445,000	123,591,000	576,126,000	1,075,785,000	1,860,446,000	79.96
	VO	1,260,000	10,610,000	86,992,000	81,543,000	81,446,000	80,136,000	341,987,000	14.7
	SPW	1,616,000	6,784,000	16,403,000	14,203,000	29,470,000	55,850,000	124,326,000	5.34
Annual instalments		93,434,900	0	0	99,095,700	289,827,900	497,328,000	979,686,500	42.11
of maximum CEF									
contribution									
	MEDDE	41,734,500	0	0	59,703,800	244,103,000	441,628,200	787,169,500	33.83
	VO	41,624,900	0	0	33,684,700	33,489,900	32,739,800	141,539,300	6.08
	SPW	10,075,500	0	0	5,707,200	12,235,000	22,960,000	50,977,700	2.19

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Table 3: Indicative breakdown per beneficiary of the maximum CEF contribution (EUR)

	Estimated contribution	Pro-rata share of the maximum CEF contribution (%)
MEDDE	787,169,500	80.35%
VO	141,539,300	14.45%
SPW	50,977,700	5.2%
Total	979,686,500	100%

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**ANNEX IV
MANDATE 1**

I, the undersigned,

Ben WEYTS, Flemish Minister of Mobility, Public Works, Vlaamse Rand, Tourism and Animal Welfare,

representing,

Vlaamse Overheid (Flemish authorities) (VO)
Martelaarsplein 19
1000 BRUSSEL
Belgium

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No INEA/CEF/TRAN/M2014/1049241 for the Action No 2014-EU-TM-0373-M entitled "Seine-Escaut 2020" with the Innovation and Networks Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Ministère de l'Ecologie, du Développement Durable et de l'Energie (MEDDE)
Tour Séquoia
92055 La Défense Cedex
France

represented by Alain VIDALIES, Secrétaire d'Etat en charge des transports, de la mer et de la pêche (hereinafter referred to as "the coordinator")

to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries.

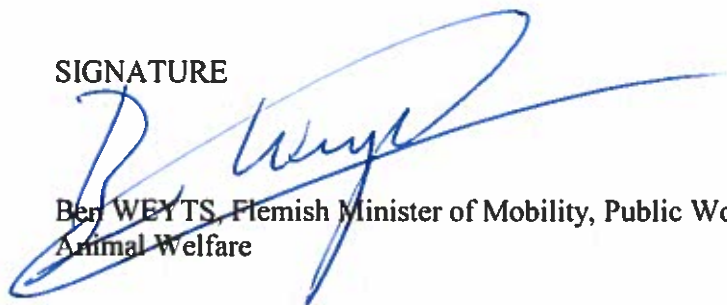
I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.



SIGNATURE



Bert WEYTS, Flemish Minister of Mobility, Public Works, Vlaamse Rand, Tourism and Animal Welfare

Done at BRUSSEL, on 30/11/2015

In 4 original copies in English



MANDATE 2

I, the undersigned,

Maxime PREVOT, Vice-Président et Ministre des Travaux publics, de la Santé, de l'Action sociale et du Patrimoine,

representing,

Région wallonne - Service Public de Wallonie (SPW) – Direction générale opérationnelle de la Mobilité et des Voies hydrauliques
Boulevard du Nord 8
B - 5000 NAMUR
Belgium

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement No INEA/CEF/TRAN/M2014/1049241 for the Action No 2014-EU-TM-0373-M entitled "Seine-Escaut 2020" with the Innovation and Networks Executive Agency (hereinafter referred to as "the grant agreement")

hereby mandate:

Ministère de l'Ecologie, du Développement Durable et de l'Energie (MEDDE)
Tour Séquoia
92055 La Défense Cedex
France

represented by Alain VIDALIES, Secrétaire d'Etat en charge des transports, de la mer et de la pêche (hereinafter referred to as "the coordinator")

to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.



SIGNATURE

Le Directeur général,

LOYAERTS

Maxime PREVOT, Vice-Président et Ministre des Travaux publics, de la Santé, de l'Action sociale et du Patrimoine

Done at NAMUR, on 26.11.2017

In 4 original copies in English

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ANNEX V
MODEL FINAL REPORT

The templates for the final report as referred to in Article II.23 are those provided by the Agency, and are available on the Agency website at the following link:

<http://ec.europa.eu/inea/en/connecting-europe-facility/cef-transport/beneficiaries-info-point>

ANNEX VI
MODEL FINANCIAL STATEMENT(S)

The templates for financial statements as referred to in Article II.23 are those provided by the Agency, and are available on the Agency website at the following link:

<http://ec.europa.eu/inea/en/connecting-europe-facility/cef-transport/beneficiaries-info-point>



ANNEX VII
MODEL TERMS OF REFERENCE FOR THE CERTIFICATE ON THE FINANCIAL STATEMENTS

The model terms of reference for the certificate on the financial statements as referred to in Article II.23 are those provided by the Agency, and are available on the Agency website at the following link:

<http://ec.europa.eu/inea/en/connecting-europe-facility/cef-transport/beneficiaries-info-point>

The model terms of reference for the certificate on the financial statements include templates for:

- the Terms of Reference for an Independent Report of Factual Findings on costs declared under a Grant Agreement financed under the Connecting Europe Facility (CEF), and
- the independent report of factual findings on costs declared under a grant agreement financed under the Connecting Europe Facility (CEF), including its annex.