



**EUROPEAN CLIMATE, INFRASTRUCTURE AND ENVIRONMENT
EXECUTIVE AGENCY (CINEA)**

CINEA.B – Sustainable networks and investments
CINEA.B – Sustainable networks and investments

GRANT AGREEMENT

Project 101175469 — 23-EU-TG-CLEAN ATM 2

PREAMBLE

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

on the one part,

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

and

on the other part,

1. 'the coordinator':

EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL), PIC 999483733, established in Rue de la Fusée 96, BRUXELLES 1130, Belgium,

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

2. **EUROPEAN REGION OF THE AIRPORTS COUNCIL INTERNATIONAL (ACI EUROPE)**, PIC 888337447, established in BOULEVARD DU REGENT 37-40, BRUXELLES 1000, Belgium,

3. **AIR FRANCE SA (AIR FRANCE)**, PIC 937590070, established in RUE DE PARIS 45, ROISSY CDG CEDEX 95747, France,

4. **AUSTRO CONTROL OSTERREICHISCHE GESELLSCHAFT FUR ZIVILLUFTFAHRT MBH (Austro Control)**, PIC 998956635, established in SCHNIRCHGASSE 17, WIEN 1030, Austria,

5. **HRVATSKA KONTROLA ZRACNE PLOVIDBE DOO (Croatia Control)**, PIC 924128216, established in RUDOLFA FIZIRA 2, VELIKA GORICA 10410, Croatia,

6. **DEUTSCHE LUFTHANSA AKTIENGESELLSCHAFT (Lufthansa)**, PIC 999965532, established in VENLOER STRASSE 151-153, KOLN 50672, Germany,

7. **DFS DEUTSCHE FLUGSICHERUNG GMBH (DFS)**, PIC 999936820, established in AM DFS CAMPUS 10, LANGEN 63225, Germany,
8. **DIRECTION DES SERVICES DE LA NAVIGATION AERIENNE (DSNA)**, PIC 928673636, established in 50 RUE HENRY FARMAN, PARIS 75720, France,
9. **EASYJET EUROPE AIRLINE GMBH (EEAG)**, PIC 888316786, established in WAGRAMER STRASSE 19 IZD TOWER 11 S, VIENNA 1220, Austria,
10. **ENAIRE (ENAIRE)**, PIC 997701843, established in AVENIDA DE ARAGON S/N BLOQUE 330, PORTAL 2 PARQUE EMPRESARIAL LAS MERCEDES, MADRID 28022, Spain,
11. **ENAV SPA (ENAV)**, PIC 998197513, established in VIA SALARIA 716, ROMA 00138, Italy,
12. **HUNGAROCONTROL MAGYAR LEGIFORGALMISZOLGALAT ZARTKORUEN MUKODO RESZVENYTARSASAG (HUNGAROCONTROL)**, PIC 941767472, established in IGLO UTCA 33 35, BUDAPEST 1185, Hungary,
13. **THE IRISH AIR NAVIGATION SERVICE (AIRNAV Ireland)**, PIC 881850281, established in THE TIMES BUILDING D'OLIER STREET, DUBLIN D02 T449, Ireland,
14. **LUFTHARTSVERKET (LFV)**, PIC 942346077, established in HOSPITALSGATAN 30, NORRKOPING 602 27, Sweden,
15. **NAVEGACAO AEREA DE PORTUGAL - NAV PORTUGAL EPE (NAV PORTUGAL)**, PIC 955596471, established in RUA D EDIFICIO 121 AEROPORTO DE, LISBOA 1700 008, Portugal,
16. **NAVIAIR (NAVIAIR)**, PIC 923671249, established in NAVIAIR ALLE 1, KASTRUP 2770, Denmark,
17. **POLSKA AGENCJA ZEGLUGI POWIETRZNEJ (PANSA)**, PIC 995562023, established in UL. WIEZOWA 8, WARSZAWA 02 147, Poland,
18. **ADMINISTRATIA ROMANA A SERVICIILOR DE TRAFIC AERIAN (ROMATSA)**, PIC 953538325, established in BLD ION IONESCU DE LA BRAD 10, BUCURESTI 013813, Romania,
19. **RYANAIR DESIGNATED ACTIVITY COMPANY (RYANAIR)**, PIC 913857177, established in RYANAIR DUBLIN OFFICE AIRSIDE BUSINESS PARK, SWORDS DUBLIN, Ireland,
20. **DARJAVNO PREDPRIYATIE RAKOVODSTVO NA VAZDUSHNOTO DVIJENIE TPP (BULATSA)**, PIC 958046400, established in BRUSSELS BOULEVARD 1, SOFIA 1540, Bulgaria,
21. **BRUSSELS AIRPORT COMPANY (BAC)**, PIC 928928649, established in AUGUST REYERSLAAN 80, BRUSSEL 1030, Belgium,
22. **SWEDAVIA AB (SWED)**, PIC 984282281, established in SWEDAVIA, STOCKHOLM ARLANDA 190 45, Sweden,
23. **SOCIETA' PER AZIONI ESERCIZI AEROPORTUALI SEA (S.E.A.)**, PIC 986590687, established in PRESSO AEROPORTO LINATE, SEGRATE MI 20054, Italy,
24. **SCHIPHOL NEDERLAND BV (SNBV)**, PIC 999931388, established in EVERT VAN DE BEEKSTRAAT 202, LUCHTHAVEN SCHIPHOL 1118 ZG, Netherlands,

25. **FRAPORT AG FRANKFURT AIRPORT SERVICES WORLDWIDE (FRAPORT)**, PIC 983036413, established in FLUGHAFEN GEB 178, FRANKFURT AM MAIN 60547, Germany,
26. **FLUGHAFEN WIEN AG (VIE)**, PIC 953523290, established in FLUGHAFEN WIEN, WIEN 1300, Austria,
27. **FLUGHAFEN MUNCHEN GMBH (FMG)**, PIC 944977784, established in NORDALLEE 25, MUNCHEN 85356, Germany,
28. **DAA PUBLIC LIMITED COMPANY (DAA)**, PIC 884216887, established in THREE, THE GREEN DUBLIN AIRPORT CENTRAL, DUBLIN K67 X4X5, Ireland,
29. **AEROPORTS DE PARIS SA (ADP)**, PIC 957080474, established in 1 RUE DE FRANCE, TREMBLAY-EN-FRANCE 93290, France,
30. **AEROPORTS DE LA COTE D'AZUR SA (Côte d'Azur)**, PIC 892022477, established in RUE COSTE ET BELLONTE AEROPORT, NICE CEDEX 3 06206, France,
31. **AEROPORTI DI ROMA SPA (ADR)**, PIC 970508475, established in VIA PIER PAOLO RACCHETTI 1, FIUMICINO RM 00054, Italy,
32. **AENA S.M.E. SA (AENA)**, PIC 957048464, established in CALLE PEONIAS 12, MADRID 28042, Spain,
33. **RIZENI LETOVEHO PROVOZU CESKE REPUBLIKY STATNI PODNIK (ANS CR)**, PIC 954552363, established in JENEC NAVIGACNI 787, JENEC 252 61, Czechia,
34. **ASL Airlines Ireland Limited (ASL Airlines)**, PIC 879883121, established in 3 Malahide Road, Dublin K67 PP52, Ireland,
35. **AKCINE BENDROVE ORO NAVIGACIJA (ORO NAVIGACIJA)**, PIC 919915991, established in BALIO KARVELIO G. 25, VILNIUS LT-02184, Lithuania,
36. **CAE FLIGHT SERVICES AUSTRIA GMBH (CAE)**, PIC 884813728, established in EURO PLAZA GEBAUDE H LEHRBACHGASSE 11, WIEN 1120, Austria,
37. **CAE Flight Services Poland SPOLKA Z OGRANICZONA ODPOWIEDZIALNOSCIA (CAE Poland)**, PIC 879878465, established in Księdza Józefa Tischnera 8, KRAKOW 30-418, Poland,

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

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

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

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

The Agreement is composed of:

Preamble

Terms and Conditions (including Data Sheet)

Annex 1 Description of the action¹

Annex 2 Estimated budget for the action

Annex 2a Additional information on unit costs and contributions (if applicable)

Annex 3 Accession forms (if applicable)²

Annex 3a Declaration on joint and several liability of affiliated entities (if applicable)³

Annex 4 Model for the financial statements

Annex 5 Specific rules (if applicable)

¹ Template published on [Portal Reference Documents](#).

² Template published on [Portal Reference Documents](#).

³ Template published on [Portal Reference Documents](#).

TERMS AND CONDITIONS

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DATA SHEET

1. General data

Project summary:

Project summary
<p>The CLEAN ATM 2 Project addresses the synchronised implementation of Regulation (EU) n. 2021/116 – the Common Project 1 (CP1) – in full accordance with the provisions and timeline set in the SESAR Deployment Programme (SDP) 2022. It aims at implementing key technologies that are commonly acknowledged as those in most urgent need to be deployed, in order to ensure the overall efficiency and environmental sustainability of Air Traffic Management (ATM) in Europe. Coordinated by the SESAR Deployment Manager (SDM), the CLEAN ATM 2 Project pushes forward the Europe-wide adoption of two key CP1 elements: - Extended Airport Operations Plan, a rolling plan that allows the major European hubs to reduce congestion, delays and unnecessary carbon and noise emissions in their daily operations. By integrating the local operations Plans with the Network Operations Plan, overall benefits will propagate across the full European ATM Network, enabling for further efficiencies of air traffic operations. - System Wide Information Management, a set of common standards, protocols and digital services that allow Aviation stakeholders to exchange meteorological and flight information in a seamless way, allowing the overall ATM Network to be managed more efficiently and individual organisations to take the best operational decisions. The CLEAN ATM 2 Project brings together 39 operational stakeholders (Airlines, Airports, ANSPs, Computer Flight Plan System providers, the Network Manager, etc.) from 13 EU Member States, thanks to a set of 4 Implementation Projects executed in a coordinated and synchronised manner. The CLEAN ATM 2 Project possesses a truly pan-European dimension, as benefits will spread to passengers flying across the EU and even towards the neighbouring States. When combined, the 4 Implementation Projects will allow the management of air traffic in Europe to become more efficient, smarter, interoperable, safer, more resilient, and more environmentally sustainable.</p>

Keywords:

- SESAR Deployment Manager, SDM, ATM, Common Project 1, CP1, Extended Airport Operations Plan, SWIM, Aviation

Project number: 101175469

Project name: CP1 Deployment – Synchronised Modernisation of ATM (Part 2)

Project acronym: 23-EU-TG-CLEAN ATM 2

Call: CEF-T-2023-SIMOBGEN

Topic: CEF-T-2023-SIMOBGEN-SESAR-CP-WORKS

Type of action: CEF Infrastructure Projects

Granting authority: European Climate, Infrastructure and Environment Executive Agency

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

Project starting date: fixed date: 1 February 2024

Project end date: 31 December 2027

Project duration: 47 months

Consortium agreement: Yes

2. Participants

List of participants:

Nº	Role	Short name	Legal name	Ctry	PIC	Total eligible costs (BEN and AE)	Max grant amount
1	COO (IO)	EUROCONTROL	EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION	BE	999483733	3 592 572.00	1 796 286.00

N°	Role	Short name	Legal name	Ctry	PIC	Total eligible costs (BEN and AE)	Max grant amount
2	BEN	ACI EUROPE	EUROPEAN REGION OF THE AIRPORTS COUNCIL INTERNATIONAL	BE	888337447	1 183 086.00	591 543.00
3	BEN	AIR FRANCE	AIR FRANCE SA	FR	937590070	295 771.00	147 885.50
4	BEN	Austro Control	AUSTRO CONTROL OSTERREICHISCHE GESELLSCHAFT FUR ZIVILLUFTFAHRT MBH	AT	998956635	52 872.00	26 436.00
5	BEN	Croatia Control	HRVATSKA KONTROLA ZRACNE PLOVIDBE DOO	HR	924128216	52 872.00	26 436.00
6	BEN	Lufthansa	DEUTSCHE LUFTHANSA AKTIENGESELLSCHAFT	DE	999965532	295 771.00	147 885.50
7	BEN	DFS	DFS DEUTSCHE FLUGSICHERUNG GMBH	DE	999936820	4 529 505.00	2 264 752.50
8	BEN	DSNA	DIRECTION DES SERVICES DE LA NAVIGATION AERIENNE	FR	928673636	211 486.00	105 743.00
9	BEN	EEAG	EASYJET EUROPE AIRLINE GMBH	AT	888316786	295 771.00	147 885.50
10	BEN	ENAIRES	ENAIRES	ES	997701843	755 448.00	377 724.00
11	BEN	ENAV	ENAV SPA	IT	998197513	634 461.00	317 230.50
12	BEN	HUNGAROCONTROL	HUNGAROCONTROL MAGYAR LEGIFORGALMISZOLGALAT ZARTKORUEN MUKODO RESZVENYTARSASAG	HU	941767472	211 486.00	105 743.00
13	BEN	AIRNAV Ireland	THE IRISH AIR NAVIGATION SERVICE	IE	881850281	52 872.00	26 436.00
14	BEN	LFV	LUFTFARTSVERKET	SE	942346077	1 004 546.00	502 273.00
15	BEN	NAV PORTUGAL	NAVEGACAO AEREA DE PORTUGAL - NAV PORTUGAL EPE	PT	955596471	52 872.00	26 436.00
16	BEN	NAVIAIR	NAVIAIR	DK	923671249	52 872.00	26 436.00
17	BEN	PANSA	POLSKA AGENCJA ZEGLUGI POWIETRZNEJ	PL	995562023	211 486.00	105 743.00
18	BEN	ROMATSA	ADMINISTRATIA ROMANA A SERVICIILOR DE TRAFIC AERIAN	RO	953538325	211 486.00	105 743.00
19	BEN	RYANAIR	RYANAIR DESIGNATED ACTIVITY COMPANY	IE	913857177	295 771.00	147 885.50
20	BEN	BULATSA	DARJAVNO PREDPRIJATIE RAKOVODSTVO NA VAZDUSHNOTO DVIJENIE TPP	BG	958046400	211 486.00	105 743.00
21	BEN	BAC	BRUSSELS AIRPORT COMPANY	BE	928928649	23 206 715.00	11 603 357.50
22	BEN	SWED	SWEDAVIA AB	SE	984282281	8 894 066.00	4 447 033.00
23	BEN	S.E.A.	SOCIETA' PER AZIONI ESERCIZI AEROPORTUALI SEA	IT	986590687	12 033 255.00	6 016 627.50
24	BEN	SNBV	SCHIPHOL NEDERLAND BV	NL	999931388	15 858 325.00	7 929 162.50
25	BEN	FRAPORT	FRAPORT AG FRANKFURT AIRPORT SERVICES WORLDWIDE	DE	983036413	24 355 686.00	12 177 843.00
26	BEN	VIE	FLUGHAFEN WIEN AG	AT	953523290	2 895 641.00	1 447 820.50
27	BEN	FMG	FLUGHAFEN MUNCHEN GMBH	DE	944977784	9 187 905.00	4 593 952.50
28	BEN	DAA	DAA PUBLIC LIMITED COMPANY	IE	884216887	13 733 965.00	6 866 982.50
29	BEN	ADP	AEROPORTS DE PARIS SA	FR	957080474	9 372 898.00	4 686 449.00
30	BEN	Côte d'Azur	AEROPORTS DE LA COTE D'AZUR SA	FR	892022477	13 810 873.00	6 905 436.50
31	BEN	ADR	AEROPORTI DI ROMA SPA	IT	970508475	14 996 288.00	7 498 144.00
32	BEN	AENA	AENA S.M.E. SA	ES	957048464	1 758 275.00	879 137.50
33	BEN	ANS CR	RIZENI LETOVEHO PROVOZU CESKE REPUBLIKY STATNI PODNIK	CZ	954552363	5 993 609.00	2 996 804.50
34	BEN	ASL Airlines	ASL Airlines Ireland Limited	IE	879883121	43 754.00	21 877.00
35	BEN	ORO NAVIGACIJA	AKCINE BENDROVE ORO NAVIGACIJA	LT	919915991	1 784 388.00	892 194.00
36	BEN	CAE	CAE FLIGHT SERVICES AUSTRIA GMBH	AT	884813728	570 656.00	285 328.00
37	BEN	CAE Poland	CAE Flight Services Poland SPOLKA Z OGRANICZONA ODPOWIEDZIALNOSCIA	PL	879878465	1 460 587.00	730 293.50
38	AP	SKYGUIDE	SKYGUIDE, SA SUISSE POUR LES SERVICES DE LA NAVIGATION AERIENNE CIVILS ET MILITAIRES	CH	958184334	0.00	0.00

N°	Role	Short name	Legal name	Ctry	PIC	Total eligible costs (BEN and AE)	Max grant amount
39	AP	CPH	KOBENHAVNS LUFTHAVNE AS	DK	950806223	0.00	0.00
Total						174 161 378.00	87 080 689.00

Coordinator:

- EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL)

3. Grant**Maximum grant amount, total estimated eligible costs and contributions and funding rate:**

Total eligible costs (BEN and AE)	Funding rate (%)	Maximum grant amount (Annex 2)	Maximum grant amount (award decision)
174 161 378.00	70, 50, 0	87 080 689.00	87 080 689.00

Grant form: Budget-based**Grant mode:** Action grant**Budget categories/activity types:**

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

Cost eligibility options:

- Standard supplementary payments
- Average personnel costs (unit cost according to usual cost accounting practices)
- Country restrictions for subcontracting costs
- Travel and subsistence:
 - Travel: Actual costs
 - Accommodation: Actual costs
 - Subsistence: Actual costs

- Equipment: full costs only
- Costs for providing financial support to third parties (actual cost; max amount for each recipient: EUR 60 000.00)
- Indirect cost flat-rate: 0% of the eligible direct costs (categories A-D, except volunteers costs and exempted specific cost categories, if any)
- VAT: No
- Country restrictions for eligible costs
- Other ineligible costs

Budget flexibility: Yes (no flexibility cap)

4. Reporting, payments and recoveries

4.1 Continuous reporting (art 21)

Deliverables: see Funding & Tenders Portal Continuous Reporting tool

4.2 Periodic reporting and payments

Reporting and payment schedule (art 21, 22):

Reporting					Payments	
Reporting periods			Type	Deadline	Type	Deadline (time to pay)
RP No	Month from	Month to				
					Initial prefinancing	30 days from entry into force/ financial guarantee (if required) – whichever is the latest
1	1	23	Periodic report	60 days after end of reporting period	Interim payment	90 days from receiving periodic report
2	24	47	Periodic report	60 days after end of reporting period	Final payment	90 days from receiving periodic report

Prefinancing payments and guarantees:

Prefinancing payment		Prefinancing guarantee		
Type	Amount	Guarantee amount	Division per participant	
Prefinancing 1 (initial)	30 478 241.15	n/a	1 - EUROCONTROL	n/a
			2 - ACI EUROPE	n/a
			3 - AIR FRANCE	n/a
			4 - Austro Control	n/a
			5 - Croatia Control	n/a
			6 - Lufthansa	n/a
			7 - DFS	n/a
			8 - DSNA	n/a

Prefinancing payment		Prefinancing guarantee	
Type	Amount	Guarantee amount	Division per participant
			9 - EEAG
			n/a
			10 - ENAIRE
			n/a
			11 - ENAV
			n/a
			12 - HUNGAROCNTROL
			n/a
			13 - AIRNAV Ireland
			n/a
			14 - LFV
			n/a
			15 - NAV PORTUGAL
			n/a
			16 - NAVIAIR
			n/a
			17 - PANSА
			n/a
			18 - ROMATSA
			n/a
			19 - RYANAIR
			n/a
			20 - BULATSA
			n/a
			21 - BAC
			n/a
			22 - SWED
			n/a
			23 - S.E.A.
			n/a
			24 - SNBV
			n/a
			25 - FRAPORT
			n/a
			26 - VIE
			n/a
			27 - FMG
			n/a
			28 - DAA
			n/a
			29 - ADP
			n/a
			30 - Côte d'Azur
			n/a
			31 - ADR
			n/a
			32 - AENA
			n/a
			33 - ANS CR
			n/a
			34 - ASL Airlines
			n/a
			35 - ORO NAVIGACIJA
			n/a
			36 - CAE
			n/a
			37 - CAE Poland
			n/a

Reporting and payment modalities (art 21, 22):

Mutual Insurance Mechanism (MIM): No

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

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

No-profit rule: Yes

Late payment interest: ECB + 3.5%

Bank account for payments:

BE36310109735681

Conversion into euros: Double conversion

Reporting language: Language of the Agreement

4.3 Certificates (art 24):

Certificates on the financial statements (CFS):

Conditions:

Schedule: interim/final payment, if threshold is reached

Standard threshold (beneficiary-level):

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

4.4 Recoveries (art 22)

First-line liability for recoveries:

Beneficiary termination: Beneficiary concerned

Final payment: Coordinator

After final payment: Beneficiary concerned

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

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

Joint and several liability of affiliated entities — n/a

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

Suspension and termination:

Additional suspension grounds (art 31)

Additional termination grounds (art 32)

Applicable law (art 43):

Standard applicable law regime: EU law + law of Belgium

Special applicable law regime:

- EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL): law of Belgium + general principles governing the law of international organisations and the general rules of international law

Dispute settlement forum (art 43):

Standard dispute settlement forum:

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

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

Special dispute settlement forum:

- EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL): Arbitration

6. Other

Specific rules (Annex 5): Yes

Standard time-limits after project end:

Confidentiality (for X years after final payment): 5

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

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

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

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

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

CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

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

ARTICLE 2 — DEFINITIONS

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

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

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

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

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

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

Affiliated entities (AE) — Entities affiliated to a beneficiary within the meaning of Article 187 of EU Financial Regulation 2018/1046⁴ which participate in the action with similar rights and obligations as the beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).

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

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

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

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

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

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

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

Fraud — Fraud within the meaning of Article 3 of EU Directive 2017/1371⁵ and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995⁶, as well as any other wrongful or criminal deception intended to result in financial or personal gain.

Irregularities — Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/95⁷.

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

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

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

CHAPTER 2 ACTION

ARTICLE 3 — ACTION

The grant is awarded for the action **101175469 — 23-EU-TG-CLEAN ATM 2** ('action'), as described in Annex 1.

ARTICLE 4 — DURATION AND STARTING DATE

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

CHAPTER 3 GRANT

ARTICLE 5 — GRANT

5.1 Form of grant

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

⁶ OJ C 316, 27.11.1995, p. 48.

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

The grant is an action grant⁸ which takes the form of a budget-based mixed actual cost grant (i.e. a grant based on actual costs incurred, but which may also include other forms of funding, such as unit costs or contributions, flat-rate costs or contributions, lump sum costs or contributions or financing not linked to costs).

5.2 Maximum grant amount

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

5.3 Funding rate

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

Contributions are not subject to any funding rate.

5.4 Estimated budget, budget categories and forms of funding

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

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

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

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

5.5 Budget flexibility

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

However:

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

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

⁹ See Article 125 EU Financial Regulation 2018/1046.

- other changes require an amendment or simplified approval, if specifically provided for in Article 6.2
- flexibility caps: not applicable.

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS

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

6.1 General eligibility conditions

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

- (a) for actual costs:
 - (i) they must be actually incurred by the beneficiary
 - (ii) they must be incurred in the period set out in Article 4 (with the exception of costs relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21)
 - (iii) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
 - (iv) they must be incurred in connection with the action as described in Annex 1 and necessary for its implementation
 - (v) they must be identifiable and verifiable, in particular recorded in the beneficiary's accounts in accordance with the accounting standards applicable in the country where the beneficiary is established and with the beneficiary's usual cost accounting practices
 - (vi) they must comply with the applicable national law on taxes, labour and social security and
 - (vii) they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency
- (b) for unit costs or contributions (if any):
 - (i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
 - (ii) the units must:
 - be actually used or produced by the beneficiary in the period set out in Article 4 (with the exception of units relating to the submission of the final periodic report, which may be used or produced afterwards; see Article 21)
 - be necessary for the implementation of the action and
 - (iii) the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 20)

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

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

6.2 Specific eligibility conditions for each budget category

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

Direct costs

A. Personnel costs

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

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

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

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

The daily rate must be calculated as:

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

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

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

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

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

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

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

and

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

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

- (a) work under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed) and

(b) the result of the work belongs to the beneficiary (unless agreed otherwise).

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

A.4 The work of **SME owners** for the action (i.e. owners of beneficiaries that are small and medium-sized enterprises¹⁰ not receiving a salary) or **natural person beneficiaries** (i.e. beneficiaries that are natural persons not receiving a salary) may be declared as personnel costs, if they fulfil the general eligibility conditions and are calculated as unit costs in accordance with the method set out in Annex 2a.

B. Subcontracting costs

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

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

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

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

C. Purchase costs

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

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

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

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

C.1 Travel and subsistence

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

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

C.2 Equipment

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

'Capitalised costs' means:

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

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

C.3 Other goods, works and services

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

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

D. Other cost categories

D.1 Financial support to third parties

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

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

- (a) for grants (or similar):

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

D.2 Studies

Costs for studies are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions, are calculated on the basis of the costs actually incurred and comply with the conditions set out in Points A-C for the underlying types of costs (personnel, subcontracting, purchase).

D.3 Synergetic elements

Costs for synergetic elements related to another sector of the CEF Programme (transport, energy or digital) are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions, are calculated on the basis of the costs actually incurred and allow to significantly improve the socio-economic, climate or environmental benefits of the action.

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

D.4 Works in outermost regions

Costs for works in outermost regions are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions, are calculated on the basis of the costs actually incurred, comply with the conditions set out in Points A-C for the underlying types of costs (personnel, subcontracting, purchase) and relate to works that are carried out in an outermost region within the meaning of Article 349 of the Treaty on the Functioning of the EU (TFEU)).

D.5 Land purchase

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

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

Indirect costs

E. Indirect costs

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

Contributions

Not applicable

6.3 Ineligible costs and contributions

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

- (a) costs or contributions that do not comply with the conditions set out above (Article 6.1 and 6.2), in particular:
 - (i) costs related to return on capital and dividends paid by a beneficiary
 - (ii) debt and debt service charges
 - (iii) provisions for future losses or debts
 - (iv) interest owed
 - (v) currency exchange losses
 - (vi) bank costs charged by the beneficiary's bank for transfers from the granting authority
 - (vii) excessive or reckless expenditure
 - (viii) VAT (always ineligible)
 - (ix) costs incurred or contributions for activities implemented during grant agreement suspension (see Article 31)
 - (x) in-kind contributions by third parties
- (b) costs or contributions declared under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget), except for the following cases:
 - (i) Synergy actions: not applicable
 - (ii) if the action grant is combined with an operating grant¹¹ running during the same period and the beneficiary can demonstrate that the operating grant does not cover any (direct or indirect) costs of the action grant
- (c) costs or contributions for staff of a national (or regional/local) administration, for activities that are part of the administration's normal activities (i.e. not undertaken only because of the grant)

¹¹ For the definition, see Article 180(2)(b) of EU Financial Regulation 2018/1046: '**operating grant**' means an EU grant to finance "the functioning of a body which has an objective forming part of and supporting an EU policy".

- (d) costs or contributions (especially travel and subsistence) for staff or representatives of EU institutions, bodies or agencies
- (e) other :
 - (i) costs or contributions for activities that do not take place in one of the eligible countries or target countries set out in the call conditions — unless approved by the granting authority
 - (ii) costs or contributions declared specifically ineligible in the call conditions.

6.4 Consequences of non-compliance

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

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

CHAPTER 4 GRANT IMPLEMENTATION

SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS

ARTICLE 7 — BENEFICIARIES

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

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

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

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

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

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

- (a) Each beneficiary must:
 - (i) keep information stored in the Portal Participant Register up to date (see Article 19)

- (ii) inform the granting authority (and the other beneficiaries) immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 19)
 - (iii) submit to the coordinator in good time:
 - the prefinancing guarantees (if required; see Article 23)
 - the financial statements and certificates on the financial statements (CFS) (if required; see Articles 21 and 24.2 and Data Sheet, Point 4.3)
 - the contribution to the deliverables and technical reports (see Article 21)
 - any other documents or information required by the granting authority under the Agreement
 - (iv) submit via the Portal data and information related to the participation of their affiliated entities.
- (b) The coordinator must:
- (i) monitor that the action is implemented properly (see Article 11)
 - (ii) act as the intermediary for all communications between the consortium and the granting authority, unless the Agreement or granting authority specifies otherwise, and in particular:
 - submit the prefinancing guarantees to the granting authority (if any)
 - request and review any documents or information required and verify their quality and completeness before passing them on to the granting authority
 - submit the deliverables and reports to the granting authority
 - inform the granting authority about the payments made to the other beneficiaries (report on the distribution of payments; if required, see Articles 22 and 32)
 - (iii) distribute the payments received from the granting authority to the other beneficiaries without unjustified delay (see Article 22).

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

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

Moreover, coordinators which are ‘sole beneficiaries’¹² (or similar, such as European research

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

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

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

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

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

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

ARTICLE 8 — AFFILIATED ENTITIES

Not applicable

ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION

9.1 Associated partners

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

- **SKYGUIDE, SA SUISSE POUR LES SERVICES DE LA NAVIGATION AERIENNE CIVILS ET MILITAIRES (SKYGUIDE), PIC 958184334**
- **KOBENHAVNS LUFTHAVNE AS (CPH), PIC 950806223**

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

The tasks must be set out in Annex 1.

The beneficiaries must ensure that their contractual obligations under Articles 11 (proper implementation), 12 (conflict of interests), 13 (confidentiality and security), 14 (ethics), 17.2

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

(visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping) also apply to the associated partners.

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

9.2 Third parties giving in-kind contributions to the action

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

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

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

9.3 Subcontractors

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

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

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

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

9.4 Recipients of financial support to third parties

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

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

ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS

10.1 Non-EU participants

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

- to respect general principles (including fundamental rights, values and ethical principles,

environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)

- for the submission of certificates under Article 24: to use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC¹³
- for the controls under Article 25: to allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the bodies mentioned in that Article (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.).

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

10.2 Participants which are international organisations

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

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

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

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

10.3 Pillar-assessed participants

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

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

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

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

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

and use the following specific rules, for:

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

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

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

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

- eligibility (Article 6)
- consortium roles and set-up (Articles 7-9)
- security and ethics (Articles 13, 14)
- IPR (including background and results, access rights and rights of use), communication, dissemination and visibility (Articles 16 and 17)
- information obligation (Article 19)
- payment, reporting and amendments (Articles 21, 22 and 39)
- rejections, reductions, suspensions and terminations (Articles 27, 28, 29-32)

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

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

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

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

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

SECTION 2 RULES FOR CARRYING OUT THE ACTION

ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION

11.1 Obligation to properly implement the action

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

11.2 Consequences of non-compliance

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

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

ARTICLE 12 — CONFLICT OF INTERESTS

12.1 Conflict of interests

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

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

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

12.2 Consequences of non-compliance

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

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

ARTICLE 13 — CONFIDENTIALITY AND SECURITY

13.1 Sensitive information

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

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

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

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

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

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

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

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

The confidentiality obligations no longer apply if:

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

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

13.2 Classified information

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444¹⁴ and its implementing rules).

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

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

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

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

13.3 Consequences of non-compliance

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

¹⁴ Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53).

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

ARTICLE 14 — ETHICS AND VALUES

14.1 Ethics

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

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

14.2 Values

The beneficiaries must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

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

14.3 Consequences of non-compliance

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

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

ARTICLE 15 — DATA PROTECTION

15.1 Data processing by the granting authority

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

For grants where the granting authority is the European Commission, an EU regulatory or executive agency, joint undertaking or other EU body, the processing will be subject to Regulation 2018/1725¹⁵.

15.2 Data processing by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679¹⁶).

They must ensure that personal data is:

¹⁵ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

¹⁶ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('GDPR') (OJ L 119, 4.5.2016, p. 1).

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

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

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

15.3 Consequences of non-compliance

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

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

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

16.1 Background and access rights to background

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

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

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

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

16.2 Ownership of results

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

‘Results’ means any tangible or intangible effect of the action, such as data, know-how or information,

whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

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

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

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

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

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

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

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

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

16.4 Specific rules on IPR, results and background

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

16.5 Consequences of non-compliance

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

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

ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY

17.1 Communication — Dissemination — Promoting the action

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

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

17.2 Visibility — European flag and funding statement

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



Funded by the
European Union



Co-funded by the
European Union



Funded by the
European Union



Co-funded by the
European Union

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

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

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

For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

17.3 Quality of information — Disclaimer

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

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

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

17.4 Specific communication, dissemination and visibility rules

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

17.5 Consequences of non-compliance

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

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

ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION

18.1 Specific rules for carrying out the action

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

18.2 Consequences of non-compliance

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

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

SECTION 3 GRANT ADMINISTRATION

ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS

19.1 Information requests

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

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

19.2 Participant Register data updates

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

19.3 Information about events and circumstances which impact the action

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

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

19.4 Consequences of non-compliance

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

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

ARTICLE 20 — RECORD-KEEPING

20.1 Keeping records and supporting documents

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

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

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

Moreover, the following is needed for specific budget categories:

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

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

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

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

20.2 Consequences of non-compliance

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

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

ARTICLE 21 — REPORTING

21.1 Continuous reporting

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

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

21.2 Periodic reporting: Technical reports and financial statements

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

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

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

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

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

The financial part of the periodic report includes:

- the financial statements (individual and consolidated; for all beneficiaries/affiliated entities)
- the explanation on the use of resources (or detailed cost reporting table, if required)

- the certificates on the financial statements (CFS) (if required; see Article 24.2 and Data Sheet, Point 4.3).

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

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

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

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

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

21.3 Currency for financial statements and conversion into euros

The financial statements must be drafted in euro.

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

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

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

21.4 Reporting language

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

21.5 Consequences of non-compliance

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

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

ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE

22.1 Payments and payment arrangements

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

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

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

The cost of payment transfers will be borne as follows:

- the granting authority bears the cost of transfers charged by its bank
- the beneficiary bears the cost of transfers charged by its bank
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

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

22.2 Recoveries

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

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

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

In case of enforced recoveries (see Article 22.4):

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

22.3 Amounts due

22.3.1 Prefinancing payments

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

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

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

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

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

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

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

22.3.2 Amount due at beneficiary termination — Recovery

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 1 — Calculation of the total accepted EU contribution

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

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

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

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

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

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

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

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

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

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

22.3.3 Interim payments

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

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the interim payment ceiling

Step 1 — Calculation of the total accepted EU contribution

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

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

Step 2 — Limit to the interim payment ceiling

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

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

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

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

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

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

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

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

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

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the maximum grant amount

Step 3 — Reduction due to the no-profit rule

Step 1 — Calculation of the total accepted EU contribution

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

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

Step 2 — Limit to the maximum grant amount

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

Step 3 — Reduction due to the no-profit rule

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

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

If there is a profit, it will be deducted in proportion to the final rate of reimbursement of the eligible

costs approved by the granting authority (as compared to the amount calculated following Steps 1 and 2 minus the contributions).

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

$$\left\{ \begin{array}{l} \text{final grant amount} \\ \text{minus} \\ \text{prefinancing and interim payments made (if any)} \end{array} \right\}.$$

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

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

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

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

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

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

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

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

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

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

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

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

Step 1 — Calculation of the revised total accepted EU contribution

Step 1 — Calculation of the revised total accepted EU contribution

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

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

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

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

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

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

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

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

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

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

22.4 Enforced recovery

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

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

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

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

- (b) by drawing on the financial guarantee(s) (if any)
- (c) by holding other beneficiaries jointly and severally liable (if any; see Data Sheet, Point 4.4)
- (d) by holding affiliated entities jointly and severally liable (if any, see Data Sheet, Point 4.4)
- (e) by taking legal action (see Article 43) or, provided that the granting authority is the European

Commission or an EU executive agency, by adopting an enforceable decision under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 100(2) of EU Financial Regulation 2018/1046.

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

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

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2015/2366¹⁷ applies.

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

22.5 Consequences of non-compliance

22.5.1 If the granting authority does not pay within the payment deadlines (see above), the beneficiaries are entitled to **late-payment interest** at the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('reference rate'), plus the rate specified in the Data Sheet (Point 4.2). The reference rate is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

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

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

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

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

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

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

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

ARTICLE 23 — GUARANTEES

23.1 Prefinancing guarantee

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

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

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

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

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

They will be released within the following month.

23.2 Consequences of non-compliance

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

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

ARTICLE 24 — CERTIFICATES

24.1 Operational verification report (OVR)

Not applicable

24.2 Certificate on the financial statements (CFS)

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

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

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

- (a) be provided by a qualified approved external auditor which is independent and complies with Directive 2006/43/EC¹⁸ (or for public bodies: by a competent independent public officer)

¹⁸ Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts or similar national regulations (OJ L 157, 9.6.2006, p. 87).

- (b) the verification must be carried out according to the highest professional standards to ensure that the financial statements comply with the provisions under the Agreement and that the costs declared are eligible.

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

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

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

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

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

- (a) be provided by a qualified approved external auditor which is independent and complies with Directive 2006/43/EC¹⁹ (or for public bodies: by a competent independent public officer)
- (b) the verification must be carried out according to the highest professional standards to ensure that the methodology for declaring costs according to usual accounting practices complies with the provisions under the Agreement.

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

24.4 Systems and process audit (SPA)

Not applicable

24.5 Consequences of non-compliance

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

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

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

25.1 Granting authority checks, reviews and audits

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

25.1.1 Internal checks

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

25.1.2 Project reviews

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

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

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

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

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

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

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

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

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

Project reviews (including project review reports) will be in the language of the Agreement, unless otherwise agreed with the granting authority (see Data Sheet, Point 4.2).

25.1.3 Audits

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

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

The granting authority may use its own audit service, delegate audits to a centralised service or use

external audit firms. If it uses an external firm, the beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

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

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

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

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

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

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

Audits (including audit reports) will be in the language of the Agreement, unless otherwise agreed with the granting authority (see Data Sheet, Point 4.2).

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

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

25.3 Access to records for assessing simplified forms of funding

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

25.4 OLAF, EPPO and ECA audits and investigations

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

- the European Anti-Fraud Office (OLAF) under Regulations No 883/2013²⁰ and No 2185/96²¹
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939

²⁰ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18/09/2013, p. 1).

²¹ Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15/11/1996, p. 2).

- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

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

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

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

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

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

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

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

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

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

25.5.2 Extension from other grants

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

- (a) the beneficiary concerned is found, in other EU grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- (b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — within the time-limit for audits set out in the Data Sheet (see Point 6).

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

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

- (a) an invitation to submit observations on the list of grants affected by the findings
- (b) the request to submit revised financial statements for all grants affected

- (c) the correction rate for extrapolation, established on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected, if the beneficiary concerned:
 - (i) considers that the submission of revised financial statements is not possible or practicable or
 - (ii) does not submit revised financial statements.

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

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

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

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

25.6 Consequences of non-compliance

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

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

ARTICLE 26 — IMPACT EVALUATIONS

26.1 Impact evaluation

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

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

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

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

26.2 Consequences of non-compliance

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

CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE

SECTION 1 REJECTIONS AND GRANT REDUCTION

ARTICLE 27 — REJECTION OF COSTS AND CONTRIBUTIONS

27.1 Conditions

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

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

Ineligible costs or contributions will be rejected.

27.2 Procedure

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

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

27.3 Effects

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

ARTICLE 28 — GRANT REDUCTION

28.1 Conditions

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

- (a) the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) the beneficiary (or a person having powers of representation, decision-making or control, or

person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (see Article 25).

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

28.2 Procedure

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

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

28.3 Effects

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

SECTION 2 SUSPENSION AND TERMINATION

ARTICLE 29 — PAYMENT DEADLINE SUSPENSION

29.1 Conditions

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

- (a) the required report (see Article 21) has not been submitted or is not complete or additional information is needed
- (b) there are doubts about the amount to be paid (e.g. ongoing audit extension procedure, queries about eligibility, need for a grant reduction, etc.) and additional checks, reviews, audits or investigations are necessary, or
- (c) there are other issues affecting the EU financial interests.

29.2 Procedure

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

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

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

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

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

ARTICLE 30 — PAYMENT SUSPENSION

30.1 Conditions

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

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

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

30.2 Procedure

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

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

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

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

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

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

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

ARTICLE 31 — GRANT AGREEMENT SUSPENSION

31.1 Consortium-requested GA suspension

31.1.1 Conditions and procedure

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

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

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

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

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

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

31.2 EU-initiated GA suspension

31.2.1 Conditions

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

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

- (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant
- (c) other:
 - (i) linked action issues: not applicable
 - (ii) due to major delays, the objectives of the action risk to no longer be achieved

31.2.2 Procedure

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

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

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

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

Once the conditions for resuming implementation of the action are met, the granting authority will formally notify the coordinator a **lifting of suspension letter**, in which it will set the suspension end date and invite the coordinator to request an amendment of the Agreement to set the resumption date (one day after suspension end date), extend the duration and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the grant has been terminated (see Article 32). The suspension will be **lifted** with effect from the suspension end date set out in the lifting of suspension letter. This date may be before the date on which the letter is sent.

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

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

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

ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION

32.1 Consortium-requested GA termination

32.1.1 Conditions and procedure

The beneficiaries may request the termination of the grant.

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

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

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

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

32.1.2 Effects

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

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

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

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

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

32.2 Consortium-requested beneficiary termination

32.2.1 Conditions and procedure

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

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

- the reasons why
- the opinion of the beneficiary concerned (or proof that this opinion has been requested in writing)

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

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

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

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

32.2.2 Effects

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

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

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

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

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

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

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

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

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

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

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

32.3 EU-initiated GA or beneficiary termination

32.3.1 Conditions

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

- (a) one or more beneficiaries do not accede to the Agreement (see Article 40)
- (b) a change to the action or the legal, financial, technical, organisational or ownership situation of a beneficiary is likely to substantially affect the implementation of the action or calls into question the decision to award the grant (including changes linked to one of the exclusion grounds listed in the declaration of honour)
- (c) following termination of one or more beneficiaries, the necessary changes to the Agreement (and their impact on the action) would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (d) implementation of the action has become impossible or the changes necessary for its continuation would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (e) a beneficiary (or person with unlimited liability for its debts) is subject to bankruptcy proceedings or similar (including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors, suspension of business activities, etc.)
- (f) a beneficiary (or person with unlimited liability for its debts) is in breach of social security or tax obligations
- (g) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has been found guilty of grave professional misconduct
- (h) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking
- (i) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) was created under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (or created another entity with this purpose)
- (j) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:

- (i) substantial errors, irregularities or fraud or
- (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.)
- (k) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings from other grants to this grant; see Article 25)
- (l) despite a specific request by the granting authority, a beneficiary does not request — through the coordinator — an amendment to the Agreement to end the participation of one of its affiliated entities or associated partners that is in one of the situations under points (d), (f), (e), (g), (h), (i) or (j) and to reallocate its tasks, or
- (m) other:
 - (i) linked action issues: not applicable
 - (ii) due to major delays, the objectives of the action can no longer be achieved

32.3.2 Procedure

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

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

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

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

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

32.3.3 Effects

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

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

The granting authority will calculate the final grant amount and final payment on the basis of the report submitted and taking into account the costs incurred and contributions for activities

implemented before termination takes effect (see Article 22). Costs relating to contracts due for execution only after termination are not eligible.

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

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

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

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

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

(b) for **beneficiary termination**:

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

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

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

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

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

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

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

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

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

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

SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS

ARTICLE 33 — DAMAGES

33.1 Liability of the granting authority

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

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

33.2 Liability of the beneficiaries

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

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

ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES

Nothing in this Agreement may be construed as preventing the adoption of administrative sanctions (i.e. exclusion from EU award procedures and/or financial penalties) or other public law measures, in addition or as an alternative to the contractual measures provided under this Agreement (see, for instance, Articles 135 to 145 EU Financial Regulation 2018/1046 and Articles 4 and 7 of Regulation 2988/95²²).

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

SECTION 4 FORCE MAJEURE

ARTICLE 35 — FORCE MAJEURE

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

‘Force majeure’ means any situation or event that:

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

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

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

CHAPTER 6 FINAL PROVISIONS

ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES

36.1 Forms and means of communication — Electronic management

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

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

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

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

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

36.2 Date of communication

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

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

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

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

36.3 Addresses for communication

The Portal can be accessed via the Europa website.

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

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

ARTICLE 37 — INTERPRETATION OF THE AGREEMENT

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

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

Annex 2 takes precedence over Annex 1.

ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES

In accordance with Regulation No 1182/71²³, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

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

‘Days’ means calendar days, not working days.

ARTICLE 39 — AMENDMENTS

39.1 Conditions

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

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

Amendments may be requested by any of the parties.

39.2 Procedure

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

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

The request for amendment must include:

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

The granting authority may request additional information.

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

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

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

ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES

40.1 Accession of the beneficiaries mentioned in the Preamble

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

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

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

40.2 Addition of new beneficiaries

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

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

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

Additions are also possible in mono-beneficiary grants.

ARTICLE 41 — TRANSFER OF THE AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

43.1 Applicable law

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

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

43.2 Dispute settlement

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

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

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

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

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

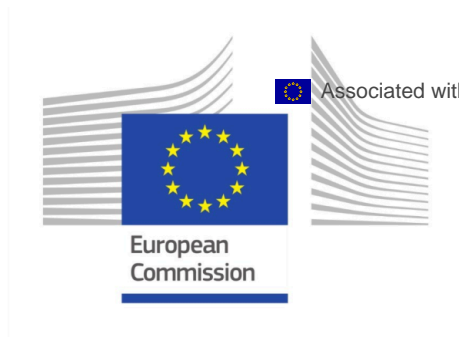
ARTICLE 44 — ENTRY INTO FORCE

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

SIGNATURES

For the coordinator

For the granting authority



ANNEX 1



Connecting Europe Facility (CEF)

Description of the action (DoA)

Part A

Part B

DESCRIPTION OF THE ACTION (PART A)

COVER PAGE

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

PROJECT	
<i>Grant Preparation (General Information screen) — Enter the info.</i>	
Project number:	101175469
Project name:	CP1 Deployment – Synchronised Modernisation of ATM (Part 2)
Project acronym:	23-EU-TG-CLEAN ATM 2
Call:	CEF-T-2023-SIMOBGEN
Topic:	CEF-T-2023-SIMOBGEN-SESAR-CP-WORKS
Type of action:	CEF-INFRA
Service:	CINEA/B/02
Project starting date:	fixed date: 1 February 2024
Project duration:	47 months

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Staff effort	20
List of deliverables	21
List of milestones (outputs/outcomes)	32
List of critical risks	40

PROJECT SUMMARY

Project summary

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

Use the project summary from your proposal.

The CLEAN ATM 2 Project addresses the synchronised implementation of Regulation (EU) n. 2021/116 – the Common Project 1 (CP1) – in full accordance with the provisions and timeline set in the SESAR Deployment Programme (SDP) 2022.

It aims at implementing key technologies that are commonly acknowledged as those in most urgent need to be deployed, in order to ensure the overall efficiency and environmental sustainability of Air Traffic Management (ATM) in Europe.

Coordinated by the SESAR Deployment Manager (SDM), the CLEAN ATM 2 Project pushes forward the Europe-wide adoption of two key CP1 elements:

- Extended Airport Operations Plan, a rolling plan that allows the major European hubs to reduce congestion, delays and unnecessary carbon and noise emissions in their daily operations. By integrating the local operations Plans with the Network Operations Plan, overall benefits will propagate across the full European ATM Network, enabling for further efficiencies of air traffic operations.

- System Wide Information Management, a set of common standards, protocols and digital services that allow Aviation stakeholders to exchange meteorological and flight information in a seamless way, allowing the overall ATM Network to be managed more efficiently and individual organisations to take the best operational decisions.

The CLEAN ATM 2 Project brings together 39 operational stakeholders (Airlines, Airports, ANSPs, Computer Flight Plan System providers, the Network Manager, etc.) from 13 EU Member States, thanks to a set of 4 Implementation Projects executed in a coordinated and synchronised manner.

The CLEAN ATM 2 Project possesses a truly pan-European dimension, as benefits will spread to passengers flying across the EU and even towards the neighbouring States. When combined, the 4 Implementation Projects will allow the management of air traffic in Europe to become more efficient, smarter, interoperable, safer, more resilient, and more environmentally sustainable.

LIST OF PARTICIPANTS

PARTICIPANTS

Grant Preparation (Beneficiaries screen) — Enter the info.

Number	Role	Short name	Legal name	Country	PIC
1	COO	EUROCONTROL	EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION	BE	999483733
2	BEN	ACI EUROPE	EUROPEAN REGION OF THE AIRPORTS COUNCIL INTERNATIONAL	BE	888337447
3	BEN	AIR FRANCE	AIR FRANCE SA	FR	937590070
4	BEN	Austro Control	AUSTRO CONTROL OSTERREICHISCHE GESELLSCHAFT FUR ZIVILLUFTFAHRT MBH	AT	998956635
5	BEN	Croatia Control	HRVATSKA KONTROLA ZRACNE PLOVIDBE DOO	HR	924128216

PARTICIPANTS					
<i>Grant Preparation (Beneficiaries screen) — Enter the info.</i>					
Number	Role	Short name	Legal name	Country	PIC
6	BEN	Lufthansa	DEUTSCHE LUFTHANSA AKTIENGESELLSCHAFT	DE	999965532
7	BEN	DFS	DFS DEUTSCHE FLUGSICHERUNG GMBH	DE	999936820
8	BEN	DSNA	DIRECTION DES SERVICES DE LA NAVIGATION AERIENNE	FR	928673636
9	BEN	EEAG	EASYJET EUROPE AIRLINE GMBH	AT	888316786
10	BEN	ENAIRES	ENAIRES	ES	997701843
11	BEN	ENAV	ENAV SPA	IT	998197513
12	BEN	HUNGAROCONTR	HUNGAROCONTROL MAGYAR LEGIFORGALMISZOLGALAT ZARTKORUEN MUKODO RESZVENYTARSASAG	HU	941767472
13	BEN	AIRNAV Ireland	THE IRISH AIR NAVIGATION SERVICE	IE	881850281
14	BEN	LFV	LUFTFARTSVERKET	SE	942346077
15	BEN	NAV PORTUGAL	NAVEGACAO AEREA DE PORTUGAL - NAV PORTUGAL EPE	PT	955596471
16	BEN	NAVIAIR	NAVIAIR	DK	923671249
17	BEN	PANSA	POLSKA AGENCJA ZEGLUGI POWIETRZNEJ	PL	995562023
18	BEN	ROMATSA	ADMINISTRATIA ROMANA A SERVICIILOR DE TRAFIC AERIAN	RO	953538325
19	BEN	RYANAIR	RYANAIR DESIGNATED ACTIVITY COMPANY	IE	913857177
20	BEN	BULATSA	DARJAVNO PREDPRIYATIE RAKOVODSTVO NA VAZDUSHNOTO DVIJENIE TPP	BG	958046400
21	BEN	BAC	BRUSSELS AIRPORT COMPANY	BE	928928649
22	BEN	SWED	SWEDAVIA AB	SE	984282281
23	BEN	S.E.A.	SOCIETA' PER AZIONI ESERCIZI AEROPORTUALI SEA	IT	986590687
24	BEN	SNBV	SCHIPHOL NEDERLAND BV	NL	999931388
25	BEN	FRAPORT	FRAPORT AG FRANKFURT AIRPORT SERVICES WORLDWIDE	DE	983036413
26	BEN	VIE	FLUGHAFEN WIEN AG	AT	953523290
27	BEN	FMG	FLUGHAFEN MUNCHEN GMBH	DE	944977784
28	BEN	DAA	DAA PUBLIC LIMITED COMPANY	IE	884216887
29	BEN	ADP	AEROPORTS DE PARIS SA	FR	957080474
30	BEN	Côte d'Azur	AEROPORTS DE LA COTE D'AZUR SA	FR	892022477
31	BEN	ADR	AEROPORTI DI ROMA SPA	IT	970508475
32	BEN	AENA	AENA S.M.E. SA	ES	957048464
33	BEN	ANS CR	RIZENI LETOVEHO PROVOZU CESKE REPUBLIKY STATNI PODNIK	CZ	954552363

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

Number	Role	Short name	Legal name	Country	PIC
34	BEN	ASL Airlines	ASL Airlines Ireland Limited	IE	879883121
35	BEN	ORO NAVIGACIJA	AKCINE BENDROVE ORO NAVIGACIJA	LT	919915991
36	BEN	CAE	CAE FLIGHT SERVICES AUSTRIA GMBH	AT	884813728
37	BEN	CAE Poland	CAE Flight Services Poland SPOLKA Z OGRANICZONA ODPOWIEDZIALNOSCIA	PL	879878465
38	AP	SKYGUIDE	SKYGUIDE, SA SUISSE POUR LES SERVICES DE LA NAVIGATION AERIENNE CIVILS ET MILITAIRES	CH	958184334
39	AP	CPH	KOBENHAVNS LUFTHAVNE AS	DK	950806223

LIST OF WORK PACKAGES

Work packages						
<i>Grant Preparation (Work Packages screen) — Enter the info.</i>						
Work Package No	Work Package name	Lead Beneficiary	Effort (Person-Months)	Start Month	End Month	Deliverables
WP1	Project Coordination	1 - EUROCONTROL	0.00	1	47	D1.1 – Guidelines for Project Execution D1.2 – Project Communication Plan D1.3 – Guidelines for Project Execution first update D1.4 – Guidelines for Project Execution second update D1.5 – Guidelines for Project Execution third update D1.6 – Technical Progress Report 1 D1.7 – Technical Progress Report 2 D1.8 – Project Performance Report
WP2	2023_001_AF2_AF4 - EXOPAN	21 - BAC	0.00	1	47	D2.1 – AOP/NOP integration handbook document D2.2 – AOP/NOP integration validation completed report D2.3 – Extended AOP data/operational elements description document D2.4 – Airport Performance Services description document D2.5 – Data quality service description document D2.6 – Interface Control Document (ICD)
WP3	2023_541_AF5 Common Proposal – 5.4.1 Meteorological Information Exchange	10 - ENAIRE	0.00	1	23	D3.1 – Concept requirements document – Volcanic Ash D3.2 – Concept requirements document – Enroute and Approach

Work packages						
<i>Grant Preparation (Work Packages screen) — Enter the info.</i>						
Work Package No	Work Package name	Lead Beneficiary	Effort (Person-Months)	Start Month	End Month	Deliverables
						D3.3 – Concept requirements document – Aerodrome D3.4 – Initial safety case Report (MET-SWIM) D3.5 – Site acceptance test document for MET-SWIM services (Middleware) D3.6 – Site acceptance test document for Enroute and Aerodrome centers adaptation D3.7 – Weather Observing System (AWOS) SAT report
WP4	2023_013_AF5 – Closing Gaps Towards Operational use of eFPL for AUs	36 - CAE	0.00	1	23	D4.1 – Training material for the AUs describing the new filling service functionality D4.2 – Filling service operational procedures document D4.3 – Trial service operational procedures document
WP5	2023_045_AF5 – FF-ICE Implementation into FDPS systems of ANS CR	33 - ANS CR	0.00	1	23	D5.1 – Specification of new functionalities document D5.2 – NMOC document - Acceptance of ESUP P/S and R/R communication – step 1 and 2 D5.3 – NMOC Certificate to access B2B OPS Flight services D5.4 – Local validation of the preOPS platform software report D5.5 – Existing functionalities integration and validation report (TopSky)

Work package WP1 – Project Coordination

Work Package Number	WP1	Lead Beneficiary	1 - EUROCONTROL
Work Package Name	Project Coordination		
Start Month	1	End Month	47

Objectives
<p>The objective of Work Package 1 (WP1) is to ensure efficient and effective coordination of the Project to be carried out in accordance with the relevant provisions of the GA.</p> <p>The specific objectives of WP 1 are:</p> <ul style="list-style-type: none"> - to deliver the Project objectives within time, resource, and budget constraints; - to align the Project execution with the EU aviation policy-level objectives, CEF priorities and SDM mission (according to Regulation (EU) n. 409/2013, CP1, SDP); - to identify and mitigate any risks to the execution of the Project and monitor the impact of the mitigation measures; - to identify innovative solutions and approaches, based on industry best practices and shared experiences among the different partners; - to lead efficiently multi-stakeholder and multinational Project teams.

Description
<p>The coordinator will implement the following five main tasks:</p> <p>Task 1.1 Project Coordination: the coordinator will be in charge of ensuring that the Project pursues the expected objectives, verifying that the Project execution is in line with the Grant Agreement (GA) provisions, relevant Regulations and CINEA rules and procedures in terms of technical achievements, timing, financial and administrative requirements, providing continuous support to Implementing Partners (IPPs) throughout the whole duration of the Project.</p> <p>Task 1.2 Project monitoring and reporting: the coordinator will monitor the Project execution in order to ensure its implementation in accordance with the GA, through:</p> <ul style="list-style-type: none"> - Continuous monitoring: the coordinator will ensure the continuous monitoring of the Project through “continuous interactions” with IPPs. These interactions will be managed through the Programme Management Tool, namely: SESAR Tool for ATM Rollout (STAR). Thanks to the continuous monitoring, the coordinator is in the position to promptly detect any potential threat affecting CP1 compliance. In fact, every Implementing Project (IP) is constantly checked against the applicable CP1 regulatory target date(s). Therefore, a potential CP1 threat is identified whenever the IP foreseen end date exceeds a CP1 regulatory target dates based on the CP1/SDP gap(s) targeted by the IP. This continuous interaction will allow the coordinator to update on a regular basis the Continuous reporting module in the EU funding and tender Portal, updating it every time a milestone is achieved, uploading deliverables, following-up and updating critical risks, managing the dissemination and communication activities and any relevant Project progress. This information will contribute to feed the two progress reports foreseen for this Project. - Periodic report during project duration: the coordinator will submit two periodic reports within 60 days from the end of each reporting period. The technical and financial data related to the WPs will be collected from IPPs during the end of the year’s monitoring window. As such, IPPs must comply with the information requests to allow the elaboration of the relevant reports. - Progress report: the coordinator will submit two intermediate technical progress reports in order to monitor the progress of the Project, based on the information that IPPs will provide during the end of the year’s monitoring window. - Performance analysis: the coordinator estimates cost benefit analysis first according to its top-down model and later taking into consideration the interactions with the IP leaders as described in the SDP Annex D. To perform this task, SDM creates groupings of projects whose benefits are inter-related: these groupings are called "threads". The benefits of these IPs can only be assessed as a whole at thread level, and not separately, at project level. As threads in many cases are composed of IPs belonging to different Projects, the benefits of the threads can be apportioned to specific Projects. Therefore, SDM will perform CBA/Performance analysis at thread level, also providing a view for each of the Projects under execution. - Quality Management: the quality management process handled by the coordinator encompasses three different elements: quality planning; quality assurance and quality control. <p>Task 1.3 Financial management: payments, checks and audits: the coordinator will ensure the financial management of the Project, specifically establishing payment requests in accordance with the GA. Financial management includes all</p>

relevant tasks underpinning Project payments, checks and audits and will be conducted by the coordinator in accordance with the relevant GA provisions. The coordinator will also 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.

Task 1.4 Project Information management: the coordinator will be the intermediary for the communications between the partners and CINEA. This task covers any potential adjustment or amendment of the GA to be implemented. Such process will be managed by the coordinator, in close cooperation with all IPPs and with CINEA, and in full alignment with the GA provisions.

Task 1.5 Communication management for stakeholders' support: The coordinator will provide the project beneficiaries with various communication tools to support them during project execution.

Next to the permanent bilateral communication and roadmaps, SDM will put in place a set of supporting tools, differentiating between actively pushed information, information that can be pulled at any time and interactive support: events, workshops & meetings; dedicated communication tools, such as SDM website; videos tutorials and webstreams; dedicated email address; frequently asked questions; bimonthly newsletter; SDM partner area; STAR (the cooperative coordination, synchronisation and monitoring tool will be the main online tool for the IPPs to interact with the coordinator for the Project execution); dedicated e-mailings.

In order to carry out its work, SDIP Consortium, i.e. EUROCONTROL, in its role of Consortium coordinator, and ACI Europe, contracted several time-based consultants. These resources will provide support on all SDM WP1 coordination tasks, milestones, and deliverables. In addition, EUROCONTROL as Consortium Coordinator relies in two contractors for supporting its WP1 activities: one for the STAR tool and one for the SDM website and Partner Area.

Work package WP2 – 2023_001_AF2_AF4 - EXOPAN

Work Package Number	WP2	Lead Beneficiary	21 - BAC
Work Package Name	2023_001_AF2_AF4 - EXOPAN		
Start Month	1	End Month	47

Objectives

The objective of Work Package 2 (WP2) is to close the following implementation gaps in line with CP1 regulatory deadlines:

- SDP Family 2.2.2 “Extended AOP” for Amsterdam Schiphol (AMS), Barcelona El Prat (BCN), Berlin Brandenburg (BER – only on ANSP’s side), Brussels National (BRU), Copenhagen Kastrup (CPH), Dublin Airport (DUB), Dusseldorf International (DUS – only on ANSP’s side), Frankfurt International (FRA), Adolfo Suarez - Madrid Barajas (MAD), Milan-Malpensa (MXP), Munich Franz Josef Strauss (MUC), Nice Cote D’Azur (NCE), Palma de Mallorca Son Sant Joan (PMI), Paris CDG (CDG), Paris-Orly (ORY), Rome Fiumicino (FCO), Stockholm Arlanda (ARN), and Vienna Schwechat (VIE).

- SDP Family 4.4.1 “AOP/NOP integration” for Amsterdam Schiphol (AMS), Barcelona El Prat (BCN), Berlin Brandenburg (BER – only on ANSP’s side), Brussels National (BRU), Copenhagen Kastrup (CPH), Dublin Airport (DUB), Dusseldorf International (DUS – only on ANSP’s side), Frankfurt International (FRA), Adolfo-Suarez Madrid Barajas (MAD), Milan-Linate (LIN), Milan-Malpensa (MXP), Munich Franz Josef Strauss (MUC), Nice Cote D’Azur (NCE), Palma de Mallorca Son Sant Joan (PMI), Paris CDG (CDG), Paris-Orly (ORY), Stockholm Arlanda (ARN), and Vienna Schwechat (VIE).

WP2 consists of the following sub-work packages (sub-WPs) with their own specific objectives:

- Sub-WP 2.1 – Work Package management & coordination- this sub-WP is related to WP2 management and coordination activities.

- Sub-WP 2.2 – Family 2.2.2 Extended AOP-The ‘extended Airport Operations Plan (eAOP)’ sub-WP aims to support landside and airside operations at airports through an increased scope and sharing of data between the airport and the ‘Network Manager (NM)’. The ‘extended Airport Operations Plan (eAOP)’ is the fundamental tool supporting operational services by improving the operational efficiency and increasing resilience of the airport and the network to resist disruptions such as adverse weather conditions, closure of a runway, security alerts, etc.

The ‘extended Airport Operations Plan (eAOP)’ comprises the following four performance services:

- o Steer Airport Performance Service
- o Monitor Airport Performance Service
- o Manager Airport Performance Service
- o Post-Operations Analysis Service

This sub-WP builds upon the CEF funded Implementation Project 2017_022_AF2 “Synchronised stakeholder decision on process optimisation at airport level” (under CEF Action 2017-EU-TM-0076-M) and 2022_022_AF2_AF4 “BEACON” (under CEF project 22-EU-TG-CLEANATM)

- Sub-WP 2.3 – Family 4.4.1 AOP/NOP integration- This sub-WP aims to focus on the data exchange for efficient cooperation between Network Manager (NM) systems and local collaborative structures for an improved Network Management. In particular, it will:

- o Implement the mature elements of Family 4.4.1 scope for 17 airports in Commission Implementing Regulation (EU) 2021/116;
- o Define, validate and integrate AOP-NOP interfaces between the 'Network Manager (NM)' and 17 airports mentioned in Regulation (EU) 2021/116
- o Setting up requirements for airport systems to comply with the agreed data exchange between the ‘Airport Operations Plan (AOP)’ and the ‘Network Manager (NM)’.

These activities will require coordination through meetings/workshops particularly with respect to tasks for the definition of integration data and procedures (hence travel costs associated) between the ‘Network Manager (NM)’ and the airports. Consequently, depending on the internal organisation of airports (including airport’s stakeholders), the work may also foresee travel costs.

Description

Considering SESAR performance assessments (PARs) and previous IPs under deployment, the deployment of ‘Family 2.2.2 Extended AOP’ and ‘Family 4.4.1 AOP/NOP integration’ will provide the following performance benefits:

- Increased traffic predictability, enhancing capacity available in the planning phase.
- Increased ATCO productivity (indirect benefit).
- Cost-efficiency, which ‘Aeronautical Fixed Telecommunication Network (AFTN)’ or ‘Société Internationale de Télécommunications Aéronautiques (SITA)’ connections no longer required.
- Significant operating costs reduction through better predictability of arrival runway capacity, reducing airborne and taxi-out holdings, and generating time and fuel savings.
- Reduction of reactionary delays and reactionary flight cancellations at the destination airport.
- AOP/NOP integration will benefit airports through improved information flow concerning arrival flights, and to en-route and TMA units through a more accurate traffic picture prior to real operations.

Based on previous ‘Cost-Benefit Analysis (CBAs)’ and on airport expertise, the following quantified benefits are a first estimation (under the assumption of a full CP1 implementation):

- An improved en-route capacity utilisation (1%)
- An improved runway capacity utilisation which results in a reduction of arrival airport ATFM delays (5%)
- A reduction of air transport non-ATM reactionary delays (-5%)

WP 2 builds upon the following CEF funded Implementation Projects:

- 2015_113_AF4 “AOP-NOP” (under CEF Action 2015-EU-TM-0196-M)
- 2016_131_AF4 “AOP-NOP integration - extended implementation” (under CEF Action 2016-EU-TM-0117-M)
- 2017_052_AF4 “AOP-NOP integration – extended implementation” (under CEF Action 2017 -EU-TM-0076-M)
- 2022_022_AF2_AF4 “BEACON” (22-EU-TG-CLEAN ATM)

WP2 includes the following tasks:

T2.01 – Work Package management & coordination

This task will be carried out partially by Brussels Airport Company (BAC) staff or will be subcontracted. Moreover, Aeroporti Di Roma SPA (ADR), Aeroports de la Cote d'Azur SA (ACA), Aéroport de Paris SA (ADP), DFS Deutsche Flugsicherung GMBH (DFS), FRAPORT AG Frankfurt Airport Services Worldwide (FRAPORT), Societa' per Azioni Esercizi Aeroportuali SEA (S.E.A.), Swedavia AB (SWED) and Flughafen Wien AG (VIE) will also contribute to the task partially either with their staff and by subcontracting.

T2.02 - SDP Family 2.2.2 Extended AOP – AMS will be carried out by Schiphol Nederland BV (SNBV) staff.

This task aims at achieving an Extended AOP implementation at Amsterdam Schiphol airport. The task includes the

implementation of Extended AOP Data/operational elements, the implementation of Airport Performance services and data quality services, the safety assessment and training of the relevant staff.

T2.03 - SDP Family 2.2.2 Extended AOP – ARN will be carried out partially by SWED staff and by subcontracting some activities, for which an ad hoc call for tender will be launched.

This task aims at achieving an Extended AOP implementation at Stockholm Arlanda airport. The task includes the implementation of Extended AOP Data/operational elements, the implementation of Airport Performance services and data quality services, the safety assessment and training of the relevant staff.

T2.04 - SDP Family 2.2.2 Extended AOP – BCN will be carried out partially by AENA S.M.E. SA (AENA) staff and by subcontracting some activities. AENA will include these activities, on demand, in existing agreements with subcontractors, one of which is renewed on a yearly basis following the Spanish Public Contract Law.

This task aims at implementing the extended AOP concept in Barcelona El Prat airport by customising the previously developed in Málaga airport within the funded project CLEAN ATM (WP 2022_022_AF2_AF4 “BEACON”)

T2.05 - SDP Family 2.2.2 Extended AOP – BER will be carried out partially by DFS staff and by subcontracting some activities. DFS subcontracted activities will be included via agreements already in place.

The ANSP activities aim at contributing to the extended AOP implementation at Berlin Airport. The airport related activities are not included in the scope of this WP. The task includes the ANSP activities for the implementation of Extended AOP Data/operational elements, the implementation of Airport Performance services and data quality services, the safety assessment and training of the relevant staff.

T2.06 - SDP Family 2.2.2 Extended AOP – BRU will be carried out partially by BAC staff and by subcontracting some activities for which an ad hoc call for tender will be launched.

This task aims at achieving an Extended AOP implementation at Brussels National airport. The task includes the implementation of Extended AOP Data/operational elements, the implementation of Airport Performance services and data quality services, the safety assessment and training of the relevant staff.

T2.07 - SDP Family 2.2.2 Extended AOP – CDG will be carried out partially by ADP staff and by subcontracting some activities. The subcontracted activities will be included either via agreements already in place or an ad hoc call for tender will be launched.

This task aims at achieving an Extended AOP implementation at Aéroport de Paris Charles de Gaulle (CDG airport). The task includes the implementation of Extended AOP Data/operational elements, the implementation of Airport Performance services and data quality services, the safety assessment and training of the relevant staff.

T2.08 - SDP Family 2.2.2 Extended AOP – CPH will be carried out by Kobenhavns Lufthavne AS (CPH) staff. No cost will be claimed for this task.

This task aims at achieving an Extended AOP implementation at Copenhagen Kastrup airport. The task includes the implementation of Extended AOP Data/operational elements, the implementation of Airport Performance services and data quality services, the safety assessment and training of the relevant staff.

T2.09 - SDP Family 2.2.2 Extended AOP – DUB will be carried out partially by DAA Public Limited Company (DAA) staff and by subcontracting some activities. These activities will be included in agreements already in place, however an ad hoc call for tender could be necessary.

Dublin airport aims at achieving an Extended AOP implementation. The task includes the implementation of Extended AOP Data/operational elements, the implementation of Airport Performance services and data quality services, the safety assessment and training of the relevant staff.

T2.10 - SDP Family 2.2.2 Extended AOP – DUS will be carried out partially carried out by DFS staff, and by subcontracting some activities. DFS subcontracted activities will be included via agreements already in place.

The ANSP activities aim at contributing to the extended AOP implementation at Düsseldorf Airport (DUS). The airport related activities are not included in the scope of this WP. The task includes the ANSP activities for the implementation of Extended AOP Data/operational elements, the implementation of Airport Performance services and data quality services, the safety assessment and training of the relevant staff.

T2.11 - SDP Family 2.2.2 Extended AOP – FCO will be carried out partially by ADR staff and by subcontracting some activities, for which several calls for tender will be launched.

ADR aims at improving the airport operational monitoring and management processes, by using predictive models, enhancing the actual iAOP, through which ADR will achieve the Extended AOP implementation at Rome Fiumicino airport. This task includes the implementation of Extended AOP Data/operational elements, the implementation of Airport Performance services and data quality services, the safety assessment and training of the relevant staff.

T2.12 - SDP Family 2.2.2 Extended AOP – FRA will be carried out partially by FRAPORT and DFS staff and by subcontracting some activities. FRAPORT subcontracted activities will cover different elements of the performance system to be awarded in the scope of agreements, direct contract or tender. DFS subcontracting activities will be included via agreements already in place.

This task aims at achieving an Extended AOP implementation at Frankfurt International airport. The task includes the implementation of Extended AOP Data/operational elements, the implementation of Airport Performance services and data quality services, the safety assessment and training of the relevant staff.

T2.13 - SDP Family 2.2.2 Extended AOP – MAD will be carried out partially by AENA staff and by subcontracting some activities. AENA will include these activities, on demand, in existing agreements with subcontractors, one of which is renewed on a yearly basis following the Spanish Public Contract Law.

This task aims at implementing the extended AOP concept at Adolfo Suárez - Madrid Barajas airport by customising the previously developed in Málaga airport within the funded project 22-EU-TG-CLEANATM (WP 2022_022_AF2_AF4 “BEACON”).

T2.14 - SDP Family 2.2.2 Extended AOP – MUC will be carried out partially by Flughafen Munchen GMBH (FMG) and DFS staff and by subcontracting some activities. FMG will launch tenders in order to purchase, in individualized lots, goods and services. DFS subcontracting activities will be included via agreements already in place.

This task aims at achieving an Extended AOP implementation at Munich Franz Josef Strauss airport. The task includes the implementation of Extended AOP Data/operational elements, the implementation of Airport Performance services and data quality services, the safety assessment and training of the relevant staff.

T2.15 - SDP Family 2.2.2 Extended AOP – MXP will be carried out partially by S.E.A. staff and by subcontracting some activities. The subcontracted activities will be included via agreements already in place, or ad hoc calls for tenders will be launched.

This task aims at achieving an Extended AOP implementation at Milan Malpensa airport. The task includes the implementation of Extended AOP Data/operational elements, the implementation of Airport Performance services and data quality services, the safety assessment and training of the relevant staff.

T2.16 - SDP Family 2.2.2 Extended AOP – NCE will be carried out partially by ACA staff and by subcontracting some activities. Dedicated orders in existing contracts will be placed, however an ad hoc call for tender may be necessary.

This task aims at achieving an Extended AOP implementation at Nice Côte d'Azur airport. The task includes the implementation of Extended AOP Data/operational elements, the implementation of Airport Performance services and data quality services, the safety assessment and training of the relevant staff.

T2.17 - SDP Family 2.2.2 Extended AOP – ORY will be carried out partially by ADP staff and by subcontracting some activities. The subcontracted activities will be included via agreements already in place, or an ad hoc call for tender will be launched.

This task aims at achieving an Extended AOP implementation at Paris ORY airport. The task includes the implementation of Extended AOP Data/operational elements, the implementation of Airport Performance services and data quality services, the safety assessment and training of the relevant staff.

T2.18 - SDP Family 2.2.2 Extended AOP – PMI will be carried out partially out by AENA staff, and by subcontracting some activities. AENA will include these activities, on demand, in existing agreements with subcontractors, one of which is renewed on a yearly basis following the Spanish Public Contract Law. Depending on the project evolution, a direct contract may be necessary.

This task aims at implementing the extended AOP concept at Palma de Mallorca Son Sant Joan airport by customising the previously developed in Málaga airport within the funded project 22-EU-TG-CLEANATM (WP 2022_022_AF2_AF4 “BEACON”).

T2.19 - SDP Family 2.2.2 Extended AOP – VIE will be carried out by VIE staff.

This task aims at achieving an Extended AOP implementation at Vienna Schwechat. The task includes the implementation of Extended AOP Data/operational elements, the implementation of Airport Performance services and data quality services, the safety assessment and training of the relevant staff.

T2.20 - SDP Family 4.4.1 AOP/NOP integration – NM will be carried out by the European Organisation for the Safety of Air Navigation (EUROCONTROL) staff; no costs will be claimed for this task.

This task aims at achieving the full integration between the AOP and the NOP at the NM premises in Brussels. The task includes the definition of AOP/NOP integration data and procedures, the preparation of the NOP for the exchange with the AOP, the safety assessment, and the training of the relevant staff.

T2.21 - SDP Family 4.4.1 AOP/NOP integration – AMS will be carried out by SNBV staff.

This task aims at achieving the full integration of Amsterdam Schiphol airport AOP and the NOP. The task includes the implementation of Extended AOP Data/operational elements, the implementation of Airport Performance services and data quality services, the safety assessment and training of the relevant staff.

T2.22 - SDP Family 4.4.1 AOP/NOP integration – ARN will be carried out partially by SWED staff and by subcontracting some activities, for which an ad hoc call for tender will be launched.

This task aims at achieving the full integration between the Stockholm Arlanda airport AOP and the NOP. The task includes the definition of AOP/NOP integration data and procedures, the preparation of the AOP for the exchange with the NOP, the safety assessment, and the training of the relevant staff.

T2.23 - SDP Family 4.4.1 AOP/NOP integration – BCN will be carried out partially by AENA staff and by subcontracting some activities. AENA will include these activities, on demand, in existing agreements with subcontractors, one of which is renewed on a yearly basis following the Spanish Public Contract Law.

This task aims at achieving the full integration between the Barcelona El Prat airport AOP and the NOP. The task includes the definition of AOP/NOP integration data and procedures, the preparation of the AOP for the exchange with the NOP, the safety assessment, and the training of the relevant staff.

T2.24 - SDP Family 4.4.1 AOP/NOP integration – BER will be carried out partially by DFS staff, and by subcontracting activities. DFS subcontracted activities will be included via agreements already in place.

The ANSP activities aim at contributing to the integration of Berlin Airport AOP and the NOP. The airport related activities are not included in the scope of this WP. The task includes the definition of AOP/NOP integration data and procedures. The ANSP supports the Berlin airport activities for the preparation of the AOP for the exchange with the NOP, the safety assessment, and the training of the relevant staff.

T2.25 - SDP Family 4.4.1 AOP/NOP integration – BRU will be carried out partially by BAC staff, and by subcontracting some activities for which an ad hoc call for tender will be launched.

This task aims at achieving the full integration between the Brussels National airport AOP and the NOP. The task includes the definition of AOP/NOP integration data and procedures, the preparation of the AOP for the exchange with the NOP, the safety assessment, and the training of the relevant staff.

T2.26 - SDP Family 4.4.1 AOP/NOP integration – CDG will be carried out partially by ADP staff.

This task aims at achieving the full integration between the Paris CDG airport AOP and the NOP. The task includes the definition of AOP/NOP integration data and procedures, the preparation of the AOP for the exchange with the NOP, the safety assessment, and the training of the relevant staff.

T2.27 - SDP Family 4.4.1 AOP/NOP integration – CPH will be carried out by CPH staff. No costs will be claimed for this task.

This task aims at achieving the full integration between the Copenhagen Kastrup airport AOP and the NOP. The task includes the definition of AOP/NOP integration data and procedures, the preparation of the AOP for the exchange with the NOP, the safety assessment, and the training of the relevant staff.

T2.28 - SDP Family 4.4.1 AOP/NOP integration – DUB will be carried out partially by DAA staff, and by subcontracting some activities. These activities will be included in agreements already in place, however an ad hoc call for tender could be necessary.

Dublin Airport aims at achieving the full integration between the Dublin airport AOP and the NOP. The task includes the definition of AOP/NOP integration data and procedures, the preparation of the AOP for the exchange with the NOP, the safety assessment, and the training of the relevant staff.

T2.29 - SDP Family 4.4.1 AOP/NOP integration – DUS will be carried out partially by DFS staff, and by subcontracting some activities. DFS subcontracted activities will be included via agreements already in place.

The ANSP activities aim at contributing to the Düsseldorf airport AOP and the NOP. The airport related activities are not included in the scope of this WP. The task includes the definition of AOP/NOP integration data and procedures. The ANSP supports the Düsseldorf airport activities for the preparation of the AOP for the exchange with the NOP, the safety assessment, and the training of the relevant staff.

T2.30 - SDP Family 4.4.1 AOP/NOP integration – FRA will be carried out partially by FRAPORT and DFS staff and by subcontracting some activities. MUC and DFS subcontracting activities will be included in agreements already in place.

This task aims at achieving the full integration between the Frankfurt International airport AOP and the NOP. Within this task FRAPORT will define the AOP/NOP integration data and procedures, prepare the AOP for the exchange with the NOP, perform the safety assessment, and train the relevant staff. DFS will define the AOP/NOP integration data and procedures and will support FRA in all other activities.

T2.31 - SDP Family 4.4.1 AOP/NOP integration – LIN will be carried out partially by S.E.A staff, and by subcontracting some activities. Subcontracted activities will be included via agreements already in place, or an ad hoc call for tender will be launched.

This task aims at achieving the full integration between the Milan Linate airport AOP and the NOP. The task will include the definition of AOP/NOP integration data and procedures, the preparation of the AOP for the exchange with the NOP, the safety assessment, and the training of the relevant staff.

T2.32 - SDP Family 4.4.1 AOP/NOP integration – MAD will be carried out partially by AENA staff, and by subcontracting some activities. AENA will include these activities, on demand, in existing agreements with subcontractors, one of which is renovated on a yearly basis following the Spanish Public Contract Law.

This task aims at achieving the full integration between the Adolfo Suárez– Madrid Barajas airport AOP and the NOP. The task will include the definition of AOP/NOP integration data and procedures, the preparation of the AOP for the exchange with the NOP, the safety assessment, and the training of the relevant staff.

T2.33 - SDP Family 4.4.1 AOP/NOP integration – MUC will be carried out partially by FMG and DFS staff and by subcontracting some activities. FMG and DFS subcontracting activities will be included in agreements already in place. This task aims at achieving the full integration between the Munich Franz Josef Strauss airport AOP and the NOP. Within this task MUC will define the AOP/NOP integration data and procedures, prepare the AOP for the exchange with the NOP, perform the safety assessment, and train the relevant staff. DFS will define the AOP/NOP integration data and procedures and will support MUC in all other activities

T2.34 - SDP Family 4.4.1 AOP/NOP integration – MXP will be carried out partially by S.E.A. staff and by subcontracting some activities. The subcontracted activities will be included via agreements already in place, or an ad hoc call for tender may be launched.

This task aims at achieving the full integration between the Milan Malpensa airport AOP and the NOP. The task will include the definition of AOP/NOP integration data and procedures, the preparation of the AOP for the exchange with the NOP, the safety assessment, and the training of the relevant staff.

T2.35 - SDP Family 4.4.1 AOP/NOP integration – NCE will be carried out partially by ACA and by subcontracting some activities. Dedicated orders in existing contracts will be placed, however an ad hoc call for tender may be necessary.

This task aims at achieving the full integration between the Nice Côte D’Azur airport AOP and the NOP. The task will include the definition of AOP/NOP integration data and procedures, the preparation of the AOP for the exchange with the NOP, the safety assessment, and the training of the relevant staff.

T2.36 - SDP Family 4.4.1 AOP/NOP integration – ORY will be carried out by ADP staff.

This task aims at achieving the full integration between the Paris ORY airport AOP and the NOP. The task will include the definition of AOP/NOP integration data and procedures, the preparation of the AOP for the exchange with the NOP, the safety assessment, and the training of the relevant staff.

T2.37 - SDP Family 4.4.1 AOP/NOP integration – PMI will be carried out partially by AENA staff, and by subcontracting some activities. AENA will include these activities, on demand, in existing contracts/agreements with subcontractors, one of which is renewed on a yearly basis following the Spanish Public Contract Law. Depending on the project evolution, a direct contract could be necessary.

This task aims at achieving the full integration between the Palma de Mallorca Son Sant Joan airport AOP and the NOP. The task will include the definition of AOP/NOP integration data and procedures, the preparation of the AOP for the exchange with the NOP, the safety assessment, and the training of the relevant staff.

T2.38 - SDP Family 4.4.1 AOP/NOP integration – VIE will be carried out by VIE staff.

This task aims at achieving the full integration between the Vienna Schwechat airport AOP and the NOP. The task will include the definition of AOP/NOP integration data and procedures, the preparation of the AOP for the exchange with the NOP, the safety assessment, and the training of the relevant staff.

Work package WP3 – 2023_541_AF5 Common Proposal – 5.4.1 Meteorological Information Exchange

Work Package Number	WP3	Lead Beneficiary	10 - ENAIRE
Work Package Name	2023_541_AF5 Common Proposal – 5.4.1 Meteorological Information Exchange		
Start Month	1	End Month	23

Objectives

Trajectory-Based Operations (TBO) within ATM requires the establishment of a collaborative environment where all operational stakeholders have a similar picture of the environment in which flights operate. It requires a wide range of meteorological information to be shared and made available simultaneously to all ATM actors with minimal delay. The digitalisation of MET services will enable the implementation of SWIM services to provide dynamic meteorological information in digital format. These services will be useable by ATM systems and actors during all phases of flight.

The objective of work package 3 (WP3) is to perform the necessary upgrades of ENAIRE, LFV, Oro Navigacija and SWED ATM systems to allow these systems to consume and make use of the MET services under the SWIM specifications.

ENAIRE will focus on making WXXM and CP1-bound weather data available for and within the ENAIRE “ICARO” system, as well as ensuring the storage, distribution, and reuse of this data.

The following specific objectives will be achieved:

- ICARO system will be upgraded to connect with other internal and external systems using SWIM-compliant interfaces and interchange meteorological information in SWIM / iWXXM format: (OPMET messages (METAR, TAF, SIGMET); volcanic ash information (QVA); give support to both airport as well as En-route/Approach decision making processes through the use of programmatically reusable MET information).
- The HMI will be upgraded allowing the user to display and explore the new information.
- The volcanic ash information will be displayed in the CWP auxiliary systems and others (Videowalls, crisis rooms, etc).
- Weather observations and forecast phenomena will be displayed and reused in the decision-making support tools, especially in the ATFCM context.

Luftfartsverket (LFV) will focus on fulfilling the requirements set out in the regulation (EU) 2021/116 paragraph 5.1.4 regarding the ability to implement services in four different areas that support the exchange of meteorological information. MET information to ATM/ANS and air traffic is part of the European SWIM concept and the way that LFV distributes and consumes MET information. Therefore, it needs to be updated in the upcoming years, from product-centric to data-centric distribution and consumption.

LFV will work in close coordination with Swedish Air Force and the Swedish MET-provider (SMHI).

The following specific objectives will be achieved:

- The local system will be upgraded to connect with other internal and external systems using SWIM-compliant interfaces and exchange meteorological information in SWIM / iWXXM format.
- The principles of OPMET messages (METAR, TAF, SIGMET) will be consumed.
- The Volcanic ash information (QVA) will be consumed.
- Support to both airports and En-route/Approach decision making processes will be provided using programmatically reusable MET information.
- The HMI will be upgraded allowing the user to display and explore the new information.
- The volcanic ash information will be displayed in the CWP auxiliary systems and others.
- Weather observations and forecast phenomena will be displayed in decision-making support tools, especially in the ATFCM context.
- A SWIM integration platform will be established with 5.4 MET SWIM capability.

Akcine Bendrove Oro Navigacija (Oro Navigacija) will focus on receiving and consuming the digitalized MET services: Volcanic Ash Mass Concentration Information, Aerodrome Meteorological Information, En-Route and Approach Meteorological information and Network Meteorological Information Service and starting the operational use of these MET services.

Oro Navigacija will work in close coordination with Lithuanian MET service provider, militaries and national supervisory authority.

The following specific objectives will be achieved:

- MET information data will be exchanged ensuring redundancy.
- Enroute and Aerodrome centers will consume and use appropriate MET information services for operations.

SWED will focus on fulfilling the requirements set out in Regulation (EU) 2021/116 paragraph 5.1.4 regarding the ability to implement services in aerodrome meteorological information.

The following specific objectives will be achieved:

- SWED will be able to request MET data, services, and products from APIs from SMHI in the format of IWXXM.

Description

The timely access to accurate meteorological data will improve the safety, efficiency and sustainability of air traffic across Europe with the following outcomes:

- Safety: improving the pre-operational and operational decision-making and minimising the risks associated with adverse weather conditions.
- Efficiency: the weather forecast and information sharing contributes to optimise the flight management and minimise delays and diversions.
- Sustainability: the optimization of flight routes and the reduction in weather-related delays contribute to significant fuel and costs savings, reducing the CO2 consumption.

WP3 includes the following tasks:

T3.01 - Project Management will be carried out partially by ENAIRE staff and by subcontracting some activities. ENAIRE relies on external support from third parties for the execution of part of its activities. ENAIRE subcontracted activities will be included, upon request, in contracts awarded on a yearly basis.
This task includes the successful execution of WP3 activities in accordance with contractual and technical requirements.

T3.02 - ENAIRE implementation will be carried out partially by ENAIRE staff and by subcontracting some activities. ENAIRE relies on external support from third parties for the execution of part of their activities. ENAIRE subcontracted activities will be included, upon request, in contracts awarded on a yearly basis.
This task includes:

- receiving volcanic ash information, processing it, sharing it with ENAIRE systems and displaying it on CWP auxiliary displays.
- Implementing a SWIM interface in the ICARO system to enable ENAIRE to subscribe to the MET provider over AMQPS protocol and receive OPMET information for en route MET information.

T3.03 - LFV Implementation will be carried out partially by LFV staff and by subcontracting some activities. LFV will use existing contracts with suppliers.
This task includes:

- analysing, planning and implementing Volcanic Ash Concentration Information service (including definition of requirements, test and validation, training and procedures elaboration);
- analysing, planning and implementing En-route and approach Meteorological Information service (including definition of requirements, test and validation, training and procedures elaboration);
- analysing, planning and implementing Aerodrome Meteorological Information service (including definition of requirements, test and validation, training and procedures elaboration);

T3.04 - Oro Navigacija Implementation will be carried out partially by Oro Navigacija staff, and by subcontracting activities for which an ad hoc call for tender will be launched.
This task includes:

- upgrading the Middleware Platform enabling SWIM services to exchange MET data;
- adapting the Enroute and Aerodrome centers allowing the consumption and use of appropriate MET information services into operations.

T3.05 - SWEDAVIA Implementation will be carried out partially by SWED staff and by subcontracting some activities that will be included in agreements already in place.
This task includes:

- upgrading the Automatic Weather Observing System (AWOS) software to ensure the correct provision of MET information;
- consuming the aerodrome MET SWIM information service published.

Work package WP4 – 2023_013_AF5 – Closing Gaps Towards Operational use of eFPL for AUs

Work Package Number	WP4	Lead Beneficiary	36 - CAE
Work Package Name	2023_013_AF5 – Closing Gaps Towards Operational use of eFPL for AUs		
Start Month	1	End Month	23

Objectives

The objective of Work Package 4 (WP4) is to enable Airspace Users (AUs) to plan and file eFPLs (extended Flight Plan) operationally, by complementing the existing basic eFPL (FIXM) filing capabilities in a manner that they do not require specialized workflows in comparison to operating in non-FIXM airspaces, and that enables all capabilities available on previous FPL formats. Achieving the objectives stated in CP1 AF1 to AF4 ATM Functionalities requires seamless information sharing and collaborative decision-making (CDM). FF-ICE (Flight and Flow Information for a Collaborative Environment) provides the necessary framework.

Network Manager (NM) will provide FF-ICE/R1 services such as Filing Service and Trial Service, which are then consumed by the Airspace Users. The implementation of these services is carried out in accordance with the EUROCONTROL SWIM specifications.

Filing Service (Provided by NM and consumed by AUs)

This service implements:

- FF-ICE flight plan (eFPL, including updates and cancellations) submission to the Network Manager that includes information such as 4D trajectory information, flight specific performance data and the Global Unique Flight Identifier (GUFID).
- Feedback provision (validation and filing status) to eFPL originators.
- The operational stakeholders shall use NM B2B Services supporting the information Exchange of FF-ICE.

Trial Service (Provided by NM and consumed optional for AUs)

This service allows FF-ICE-enabled AUs (eAUs) to request feedback from the Network Manager on a trial in a “what-if” operational evaluation context. The service enables eAUs to explore the impacts of any intended change to a filed eFPL and determine the feasibility/validity of a flight plan before committing to it. Airspace users are not mandated to implement this but are recommended to upgrade the Airspace Users system to be able to use the NM FF-ICE/R1 Trial Service.

The Specific Objective of WP4 is to upgrade the software, including the execution of testing and validation activities, which can be used by Airspace Users to achieve the consumption of “Filing service” and “Trial service”.

Description

The upgrade of CAE system software will support the achievement of the functionality gaps essential to allow AUs to file the eFPL (FIXM) formatted flight plans without impact to their daily operations. This will enable the AUs to contribute to the overall goals of FF-ICE/R1 with regards to the sharing of more precise data in reference to the planned flights, enabling CDM.

The following results are expected:

- Capacity - The efficient management of flight plans allows the optimal use of available airspace, minimises the delays on ground and improves the flights predictability.
- CO2 emission and costs efficiency - The optimisation of flight routes and climb and descent profiles contributes to reduce unnecessary airborne time and CO2 emissions, which translates in significant cost savings for airlines.
- Digitalisation - the digitalisation and automation of flight planning processes contributes to reduce manual workload and errors while speeding up the overall process.

WP4 includes the following tasks:

T4.01 - Project Management will be carried out by CAE Flight Services Austria GMBH (CAE) and ASL Airlines Ireland Limited (ASL Airlines) staff.

This task includes managing resource allocation, WP timeline and reporting.

T4.02 - System upgrade for Filing Service will be carried out by CAE Flight Services Poland SPOLKA Z OGRANICZONA ODPOWIEDZIALNOSCIA (CAE Poland) staff.

This task includes enhancing the existing AU system to provide capabilities for an automatic filling and operational use-cases previously available in ICAO2012, as well as the necessary testing during the development phase.

T4.03 - System upgrade for Trial Service will be carried out by CAE Poland staff.

This task includes integrating the trial service into the existing AU system and validating the eFPLs against it, as well as the necessary testing during the deployment phase.

T4.04 - Deployment and operational use will be carried out by CAE, CAE Poland and ASL Airlines staff.

This task includes:

- developing the training material;
- testing the system with selected users;
- rolling out the updated CAE system into the ASL production system;
- continuously monitoring the system for potential issues;
- establishing a feedback mechanism for continuous improvement.

Work package WP5 – 2023_045_AF5 – FF-ICE Implementation into FDPS systems of ANS CR

Work Package Number	WP5	Lead Beneficiary	33 - ANS CR
Work Package Name	2023_045_AF5 – FF-ICE Implementation into FDPS systems of ANS CR		
Start Month	1	End Month	23

Objectives

The objective of Work Package 5 (WP5) is to implement system functions and tools allowing the FF-ICE integration into the main Flight Data Processing Systems (FDPS) “TopSky” and upgrading the FDPS “ESUP” to support FF-ICE implementation as it is defined for NMOC (Network Manager Operations Centre) area.

TopSky is the main FDPS system within Rizeni Letoveho Provozu Ceske Republiky Statni Podnik (ANS CR). The key assumption for correct functionality is the consumption of flight plan data where the main source is NMOC. As the CP1 regulation defines the change of format and protocol from ICAO2012/AFTN to FIXM/SWIM (FF-ICE, eFPL), TopSky must be adapted to support the FF-ICE implementation. This new message format brings new data content which opens possibilities for improved trajectory algorithms (improving of flight efficiency) and provides useful information for the OPS (improving safety and capacity). ANS CR will implement some of these so called “use cases” in the main system.

The FDPS system “ESUP” works within ANS CR ATM system as:

- Supporting system for main FDPS system (provision of certain set of non-critical functions which are not part of main FDPS) – provision of some messages for NMOC, communication gateway for OLDI (On-Line Data Interchange) and military interface, main processing unit for LKPR (Prague Airport) related processing (CDM) and
- Fallback FDPS to provide immediate services if main system fails, provision of FDPS services for planned outages of main system.
- To provide these functions, ESUP needs to consume flight plan data, which main source is NMOC. As the CP1 regulation defines change of format and protocol from ICAO2012/AFTN to FIXM/SWIM (FF-ICE, eFPL), ESUP must be upgraded to be able to support FF-ICE implementation as it is defined for NMOC area.

WP5 aims at achieving the following specific objectives:

- Implement SWIM communication support between TopSky and NMOC B2B. Since TopSky is a security-critical system, the B2B communication infrastructure shall be done via PENS. The communication shall support the protocols defined by NMOC B2B access (SOAP, AMQP). The implementation must comply with the NMOC B2B specifications.
- Implement access to the NMOC FF-ICE Data Publication Service to subscribe to receive FF-ICE eFPL messages for the LKAA area of interest - as defined in the B2B documentation (NM 27.0 - NM B2B Reference Manual - FFICE)
- The implementation shall support mixed mode operations – simultaneous reception and processing of B2B FIXM data inputs and existing AFTN FPL2012 inputs.
- The implementation must follow a business strategy having similar functions as in a backup system (ESUP).
- TopSky will use the new data content to improve the quality of the 4D trajectory profile.
- TopSky will provide the new eFPL data to OPS (e.g., calculated Top of Climb, Top of Descent).
- Implement SWIM communication support between ESUP and NMOC B2B. As ESUP is security critical system, then B2B communication infrastructure shall be done via PENS. Communication shall support protocols defined by NMOC B2B access (SOAP, AMQP). Implementation shall be compliant with NMOC B2B specifications.
- Implement access to NMOC FF-ICE Data Publication service, to be able to subscribe reception of FF-ICE eFPL messages for LKAA area of interest - as defined in B2B documentation (NM 27.0 - NM B2B Reference Manual - FFICE).
- Implement access to NMOC Notification service to be able to provide to NMOC with updates (departure and arrival information) – as defined in NMOC B2B documentation (NM 27.0 - NM B2B Reference Manual - Flight).
- Implement access to NMOC B2B to be able to receive ATFCM data as defined in NMOC B2B documentation (NM 27.0 - NM B2B Reference Manual - Flight).

- The implementation shall support mixed mode operations – simultaneous reception and processing B2B FIXM data inputs and existing AFTN FPL2012 inputs. It shall be on-line modifiable to select between both.
- The implementation shall follow the way similar functions are implemented in main system, to be consistent from user point of view.
- ESUP shall improve trajectory algorithm to be able to use performance data from FF-ICE eFPL messages of FFICE.

Description

The following results are expected:

- Use of SWIM infrastructure as defined in CP1 regulation.
- Improved FDPS services for functions based on trajectory calculation.

WP5 will perform the following actions:

- TopSky and ESUP can communicate with NMOC via SWIM, based on the B2B interface defined B2B by NMOC, and the main flight plan data input will be done via SWIM (as defined in CP1).
- TopSky and ESUP can process FF-ICE eFPL data.
- TopSky 4D trajectory and ESUP trajectory are enhanced by new performance data contained in FF-ICE messages.
- TopSky displays a new data contained in FF-ICE messages to OPS.
- The AFTN based FPL2012 interface would remain only for flight plan data which are not processed in NMOC /VFR flights, OAT traffic etc.).
- ESUP can receive ATFCM data via SWIM.

WP5 is divided into the following tasks:

T5.01 - Project Management will be carried out by ANS CR staff.

This task includes coordinating and monitoring the project and managing possible risks and issues.

T5.02 - TopSky System upgrade and FF-ICE integration will be carried out partially by ANS CR staff, and by subcontracting some activities. These activities will be included in agreements already in place.

This task aims at upgrading TopSky system and integrating FF-ICE.

This task includes:

- preparation of required functionalities for specification;
- PENS B2B access configuration;
- factory and on-site validation tasks;
- delivery of FF-ICE eFPL subscription and local validation;
- integration tests;
- FDOs and ATSEPs training;
- on-site validation tasks, shadow operations;
- start of operational use of FF-ICE eFPL.

T5.03 - FDPS “ESUP” upgrade to support FF-ICE implementation will be carried out partially by ANS CR staff and by subcontracting some activities that will be included in in agreements already in place.

This task aims at upgrading of the supporting system for the main FDPS system - ESUP - to support FF-ICE implementation.

This task includes:

- detailed specification for contract;
- configuration of PENS network;
- contract preparation and signature;
- delivery of subscriptions;
- notification FF-ICE service;
- local validations;
- integration tests;
- start of operational use of FF-ICE eFPL.

STAFF EFFORT

Staff effort per participant						
<i>Grant Preparation (Work packages - Effort screen) — Enter the info.</i>						
Participant	WP1	WP2	WP3	WP4	WP5	Total Person-Months
Total Person-Months	0.00	0.00	0.00	0.00	0.00	0.00

LIST OF DELIVERABLES

Deliverables						
<i>Grant Preparation (Deliverables screen) — Enter the info.</i>						
<i>The labels used mean:</i>						
<i>Public — fully open (⚠ automatically posted online)</i>						
<i>Sensitive — limited under the conditions of the Grant Agreement</i>						
<i>EU classified — RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision 2015/444</i>						
Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month)
D1.1	Guidelines for Project Execution	WP1	1 - EUROCONTROL	R — Document, report	SEN - Sensitive	11
D1.2	Project Communication Plan	WP1	1 - EUROCONTROL	R — Document, report	SEN - Sensitive	11
D1.3	Guidelines for Project Execution first update	WP1	1 - EUROCONTROL	R — Document, report	SEN - Sensitive	11
D1.4	Guidelines for Project Execution second update	WP1	1 - EUROCONTROL	R — Document, report	SEN - Sensitive	23
D1.5	Guidelines for Project Execution third update	WP1	1 - EUROCONTROL	R — Document, report	SEN - Sensitive	35
D1.6	Technical Progress Report 1	WP1	1 - EUROCONTROL	R — Document, report	SEN - Sensitive	14
D1.7	Technical Progress Report 2	WP1	1 - EUROCONTROL	R — Document, report	SEN - Sensitive	38
D1.8	Project Performance Report	WP1	1 - EUROCONTROL	R — Document, report	SEN - Sensitive	47
D2.1	AOP/NOP integration handbook document	WP2	1 - EUROCONTROL	R — Document, report	SEN - Sensitive	11
D2.2	AOP/NOP integration validation completed report	WP2	1 - EUROCONTROL	R — Document, report	SEN - Sensitive	47
D2.3	Extended AOP data/operational elements description document	WP2	21 - BAC	R — Document, report	SEN - Sensitive	47

Deliverables						
<i>Grant Preparation (Deliverables screen) — Enter the info.</i>						
<i>The labels used mean:</i>						
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Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month)
D2.4	Airport Performance Services description document	WP2	21 - BAC	R — Document, report	SEN - Sensitive	47
D2.5	Data quality service description document	WP2	21 - BAC	R — Document, report	SEN - Sensitive	47
D2.6	Interface Control Document (ICD)	WP2	21 - BAC	R — Document, report	SEN - Sensitive	47
D3.1	Concept requirements document – Volcanic Ash	WP3	14 - LFV	R — Document, report	SEN - Sensitive	11
D3.2	Concept requirements document – Enroute and Approach	WP3	14 - LFV	R — Document, report	SEN - Sensitive	11
D3.3	Concept requirements document – Aerodrome	WP3	14 - LFV	R — Document, report	SEN - Sensitive	11
D3.4	Initial safety case Report (MET-SWIM)	WP3	35 - ORO NAVIGACIJA	R — Document, report	SEN - Sensitive	11
D3.5	Site acceptance test document for MET-SWIM services (Middleware)	WP3	35 - ORO NAVIGACIJA	R — Document, report	SEN - Sensitive	20
D3.6	Site acceptance test document for Enroute and Aerodrome centers adaptation	WP3	35 - ORO NAVIGACIJA	R — Document, report	SEN - Sensitive	21
D3.7	Weather Observing System (AWOS) SAT report	WP3	22 - SWED	R — Document, report	SEN - Sensitive	23
D4.1	Training material for the AUs describing the new filling service functionality	WP4	36 - CAE	R — Document, report	SEN - Sensitive	14

Deliverables						
<i>Grant Preparation (Deliverables screen) — Enter the info.</i>						
<i>The labels used mean:</i>						
<i>Public — fully open (⚠ automatically posted online)</i>						
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Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month)
D4.2	Filling service operational procedures document	WP4	36 - CAE	R — Document, report	SEN - Sensitive	23
D4.3	Trial service operational procedures document	WP4	36 - CAE	R — Document, report	SEN - Sensitive	23
D5.1	Specification of new functionalities document	WP5	33 - ANS CR	R — Document, report	SEN - Sensitive	7
D5.2	NMOC document - Acceptance of ESUP P/S and R/R communication – step 1 and 2	WP5	33 - ANS CR	R — Document, report	SEN - Sensitive	16
D5.3	NMOC Certificate to access B2B OPS Flight services	WP5	33 - ANS CR	R — Document, report	SEN - Sensitive	19
D5.4	Local validation of the preOPS platform software report	WP5	33 - ANS CR	R — Document, report	SEN - Sensitive	21
D5.5	Existing functionalities integration and validation report (TopSky)	WP5	33 - ANS CR	R — Document, report	SEN - Sensitive	22

Deliverable D1.1 – Guidelines for Project Execution

Deliverable Number	D1.1	Lead Beneficiary	1 - EUROCONTROL
Deliverable Name	Guidelines for Project Execution		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	11	Work Package No	WP1

Description
Guidelines aimed at supporting IPPs during the project execution and the relevant processes

Deliverable D1.2 – Project Communication Plan

Deliverable Number	D1.2	Lead Beneficiary	1 - EUROCONTROL
Deliverable Name	Project Communication Plan		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	11	Work Package No	WP1

Description
Plan outlining the role of SDM as an intermediary for all communications between the beneficiaries and CINEA/DG MOVE and defining all communication activities to be implemented.

Deliverable D1.3 – Guidelines for Project Execution first update

Deliverable Number	D1.3	Lead Beneficiary	1 - EUROCONTROL
Deliverable Name	Guidelines for Project Execution first update		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	11	Work Package No	WP1

Description
First update of guidelines aimed at supporting IPPs during the project execution and the relevant processes

Deliverable D1.4 – Guidelines for Project Execution second update

Deliverable Number	D1.4	Lead Beneficiary	1 - EUROCONTROL
Deliverable Name	Guidelines for Project Execution second update		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	23	Work Package No	WP1

Description
Second update of guidelines aimed at supporting IPPs during the project execution and the relevant processes

Deliverable D1.5 – Guidelines for Project Execution third update

Deliverable Number	D1.5	Lead Beneficiary	1 - EUROCONTROL
Deliverable Name	Guidelines for Project Execution third update		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	35	Work Package No	WP1

Description
Third update of guidelines aimed at supporting IPPs during the project execution and the relevant processes

Deliverable D1.6 – Technical Progress Report 1

Deliverable Number	D1.6	Lead Beneficiary	1 - EUROCONTROL
Deliverable Name	Technical Progress Report 1		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	14	Work Package No	WP1

Description
Project progress report providing update on the Project implementation progress

Deliverable D1.7 – Technical Progress Report 2

Deliverable Number	D1.7	Lead Beneficiary	1 - EUROCONTROL
Deliverable Name	Technical Progress Report 2		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	38	Work Package No	WP1

Description
Project progress report providing update on the Project implementation progress

Deliverable D1.8 – Project Performance Report

Deliverable Number	D1.8	Lead Beneficiary	1 - EUROCONTROL
Deliverable Name	Project Performance Report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	47	Work Package No	WP1

Description
Report on the benefits of project implementation

Deliverable D2.1 – AOP/NOP integration handbook document

Deliverable Number	D2.1	Lead Beneficiary	1 - EUROCONTROL
Deliverable Name	AOP/NOP integration handbook document		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	11	Work Package No	WP2

Description
AOP/NOP Integration handbook document by NM

Deliverable D2.2 – AOP/NOP integration validation completed report

Deliverable Number	D2.2	Lead Beneficiary	1 - EUROCONTROL
Deliverable Name	AOP/NOP integration validation completed report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	47	Work Package No	WP2

Description
AOP/NOP integration validation report by NM

Deliverable D2.3 – Extended AOP data/operational elements description document

Deliverable Number	D2.3	Lead Beneficiary	21 - BAC
Deliverable Name	Extended AOP data/operational elements description document		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	47	Work Package No	WP2

Description
Document that describes the data/operational elements implemented for the extended AOP, elaborated by the airport/ANSP and NM for AMS, ARN, BCN, BER, BRU, CDG, CPH, DUB, DUS, FCO, FRA, MAD, MUC, MXP, NCE, ORY, PMI and VIE.

Deliverable D2.4 – Airport Performance Services description document

Deliverable Number	D2.4	Lead Beneficiary	21 - BAC
Deliverable Name	Airport Performance Services description document		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	47	Work Package No	WP2

Description
Document that describes the airport performance services implemented, elaborated by the airport/ANSP for AMS, ARN, BCN, BER, BRU, CDG, CPH, DUB, DUS, FCO, FRA, MAD, MUC, MXP, NCE, ORY, PMI and VIE

Deliverable D2.5 – Data quality service description document

Deliverable Number	D2.5	Lead Beneficiary	21 - BAC
Deliverable Name	Data quality service description document		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	47	Work Package No	WP2

Description
Acceptance documents that test and validates the data quality services for AMS, ARN, BCN, BER, BRU, CDG, CPH, DUB, DUS, FCO, FRA, MAD, MUC, MXP, NCE, ORY, PMI and VIE.

Deliverable D2.6 – Interface Control Document (ICD)

Deliverable Number	D2.6	Lead Beneficiary	21 - BAC
Deliverable Name	Interface Control Document (ICD)		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	47	Work Package No	WP2

Description
Interface Control document (ICD) for AMS, ARN, BCN, BER, BRU, CDG, CPH, DUB, DUS, FRA, LIN, MAD, MUC, MXP, NCE, ORY, PMI and VIE.

Deliverable D3.1 – Concept requirements document – Volcanic Ash

Deliverable Number	D3.1	Lead Beneficiary	14 - LFV
Deliverable Name	Concept requirements document – Volcanic Ash		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	11	Work Package No	WP3

Description
Document that specifies the Volcanic Ash Concentration service requirements

Deliverable D3.2 – Concept requirements document – Enroute and Approach

Deliverable Number	D3.2	Lead Beneficiary	14 - LFV
Deliverable Name	Concept requirements document – Enroute and Approach		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	11	Work Package No	WP3

Description
Document that specifies the Enroute and Approach Meteorological service requirements

Deliverable D3.3 – Concept requirements document – Aerodrome

Deliverable Number	D3.3	Lead Beneficiary	14 - LFV
Deliverable Name	Concept requirements document – Aerodrome		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	11	Work Package No	WP3

Description
Document that specifies the Aerodrome Meteorological service requirements

Deliverable D3.4 – Initial safety case Report (MET-SWIM)

Deliverable Number	D3.4	Lead Beneficiary	35 - ORO NAVIGACIJA
Deliverable Name	Initial safety case Report (MET-SWIM)		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	11	Work Package No	WP3

Description
Document that describes the Safety Case and its results

Deliverable D3.5 – Site acceptance test document for MET-SWIM services (Middleware)

Deliverable Number	D3.5	Lead Beneficiary	35 - ORO NAVIGACIJA
Deliverable Name	Site acceptance test document for MET-SWIM services (Middleware)		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	20	Work Package No	WP3

Description
Document that describes the outcome of the SAT for MET-SWIM services (Middleware)

Deliverable D3.6 – Site acceptance test document for Enroute and Aerodrome centers adaptation

Deliverable Number	D3.6	Lead Beneficiary	35 - ORO NAVIGACIJA
Deliverable Name	Site acceptance test document for Enroute and Aerodrome centers adaptation		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	21	Work Package No	WP3

Description
Document that describes the outcome of the SAT for Enroute and Aerodrome centers adaptation

Deliverable D3.7 – Weather Observing System (AWOS) SAT report

Deliverable Number	D3.7	Lead Beneficiary	22 - SWED
Deliverable Name	Weather Observing System (AWOS) SAT report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	23	Work Package No	WP3

Description
Document that describes the outcome of the SAT for Weather Observing System (AWOS)

Deliverable D4.1 – Training material for the AUs describing the new filling service functionality

Deliverable Number	D4.1	Lead Beneficiary	36 - CAE
Deliverable Name	Training material for the AUs describing the new filling service functionality		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	14	Work Package No	WP4

Description
Training materials for AUs describing the available functionality after the CAE system update

Deliverable D4.2 – Filling service operational procedures document

Deliverable Number	D4.2	Lead Beneficiary	36 - CAE
Deliverable Name	Filling service operational procedures document		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	23	Work Package No	WP4

Description
Document that describes how the CAE system allows AUs to plan flights and file eFPLs manually and automatically

Deliverable D4.3 – Trial service operational procedures document

Deliverable Number	D4.3	Lead Beneficiary	36 - CAE
Deliverable Name	Trial service operational procedures document		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	23	Work Package No	WP4

Description
Document that describes how the CAE system allows AUs to validate eFPLs

Deliverable D5.1 – Specification of new functionalities document

Deliverable Number	D5.1	Lead Beneficiary	33 - ANS CR
Deliverable Name	Specification of new functionalities document		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	7	Work Package No	WP5

Description
Document that describes the specifications of the new functionalities (TopSky and ESSUP)

Deliverable D5.2 – NMOC document - Acceptance of ESUP P/S and R/R communication – step 1 and 2

Deliverable Number	D5.2	Lead Beneficiary	33 - ANS CR
Deliverable Name	NMOC document - Acceptance of ESUP P/S and R/R communication – step 1 and 2		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	16	Work Package No	WP5

Description
Formal integration test between ESUP test platform and NMOC pre-ops, ended with operational NMOC acceptance – Step 1 and 2

Deliverable D5.3 – NMOC Certificate to access B2B OPS Flight services

Deliverable Number	D5.3	Lead Beneficiary	33 - ANS CR
Deliverable Name	NMOC Certificate to access B2B OPS Flight services		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	19	Work Package No	WP5

Description
Certificate that verifies PENS B2B access configuration to OPS NMOC

Deliverable D5.4 – Local validation of the preOPS platform software report

Deliverable Number	D5.4	Lead Beneficiary	33 - ANS CR
Deliverable Name	Local validation of the preOPS platform software report		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	21	Work Package No	WP5

Description
Document that describes the local validation of the FF-ICE subscription/process in pre-ops

Deliverable D5.5 – Existing functionalities integration and validation report (TopSky)

Deliverable Number	D5.5	Lead Beneficiary	33 - ANS CR
Deliverable Name	Existing functionalities integration and validation report (TopSky)		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	22	Work Package No	WP5

Description
Document that describes the formal integration test and validation of the existing functionalities (TopSky)

LIST OF MILESTONES

Milestones					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
1	First Annual Meeting	WP1	1 - EUROCONTROL	First meeting to officially launch the Project execution	11
2	Second Annual Meeting	WP1	1 - EUROCONTROL	Yearly meeting to provide IPPs with status update on the Project progress and upcoming processes	23
3	Communication on EU funding and WPs 3-5 progress	WP1	1 - EUROCONTROL	Publication on SDM website to publicly inform about the successful completion of the IPs	24
4	Third Annual Meeting	WP1	1 - EUROCONTROL	Yearly meeting to provide IPPs with status update on the Project progress and upcoming processes	35
5	Communication on EU funding and WP2 progress	WP1	1 - EUROCONTROL	Publication on SDM website to publicly inform about the successful completion of the IP	47
6	Tender launched	WP2	21 - BAC	Tender notice published for BAC subcontracting activities	14
7	Contract awarded and signed	WP2	21 - BAC	Contract awarded and signed for BAC subcontracting activities	23
8	DM01 - Extended AOP Data/Operational elements implementation – 2.2.2	WP2	21 - BAC	SAT certificate that verifies the system upgrade integrating extended AOP for AMS, ARN, BCN, BER, BRU, CDG, CPH, DUB, DUS, FCO, FRA, MAD, MUC, MXP, NCE, ORY, PMI and VIE	47
9	DM01 - Define AOP/NOP integration data and procedures – 4.4.1	WP2	21 - BAC	Guidance document, agreed among NM and ACI, elaborated for AMS, ARN, BCN, BER, BRU, CDG, CPH, DUB, DUS, FRA, LIN, MAD, MUC, MXP, NCE, NM, ORY, PMI and VIE	47
10	DM02 - Airport Performance Services implementation – 2.2.2	WP2	21 - BAC	Airport performance services implemented and signed-off for AMS, ARN, BCN, BER, BRU,	47

Milestones					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
				CDG, CPH, DUB, DUS, FCO, FRA, MAD, MUC, MXP, NCE, ORY, PMI and VIE	
11	DM02 - Prepare AOP for the exchange with NOP – 4.4.1	WP2	21 - BAC	SAT certificate that verifies that the system is upgraded for information exchange for AMS, ARN, BCN, BRU, CDG, CPH, DUB, FRA, LIN, MAD, MUC, MXP, NCE, NM, ORY, PMI and VIE	47
12	DM03 - Data quality service – 2.2.2	WP2	21 - BAC	Data quality service tested and validated by acceptance documents for AMS, ARN, BCN, BER, BRU, CDG, CPH, DUB, DUS, FCO, FRA, MAD, MUC, MXP, NCE, ORY, PMI and VIE	47
13	DM03 - Safety assessment - 4.4.1	WP2	21 - BAC	Safety assessment delivered to the correspondent NSA authority and signed-off for AMS, ARN, BCN, BRU, CDG, CPH, DUB, FRA, LIN, MAD, MUC, MXP, NCE, NM, ORY, PMI and VIE	47
14	DM04 - Safety assessment - 2.2.2	WP2	21 - BAC	Safety assessment delivered to the correspondent NSA authority and signed-off for AMS, ARN, BCN, BER, BRU, CDG, CPH, DUB, DUS, FCO, FRA, MAD, MUC, MXP, NCE, ORY, PMI and VIE	47
15	DM04 – Training – 4.4.1	WP2	21 - BAC	Training completion report for AMS, ARN, BCN, BRU, CDG, CPH, DUB, FRA, LIN, MAD, MUC, MXP, NCE, ORY, PMI and VIE	47
16	DM05 – Training – 2.2.2	WP2	21 - BAC	Training completion report for AMS, ARN, BCN, BER, BRU, CDG, CPH, DUB, DUS, FCO, FRA, MAD, MUC, MXP, NCE, ORY, PMI and VIE	47
17	DM05 - Operational use – 4.4.1	WP2	21 - BAC	NM Confirmation of data exchange in operations for AMS, ARN, BCN, BRU, CDG, CPH, DUB,	47

Milestones					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
				FRA, LIN, MAD, MUC, MXP, NCE, NM, ORY, PMI and VIE	
18	DM06 - Operational use – 2.2.2	WP2	21 - BAC	Operational procedures document sign-off by Operation Directors and Airport Stakeholders for AMS, ARN, BCN, BER, BRU, CDG, CPH, DUB, DUS, FCO, FRA, MAD, MUC, MXP, NCE, ORY, PMI and VIE	47
19	Extended AOP Statement of compliance elaborated by the ANSP/AO and submitted to the local NSA	WP2	21 - BAC	Conformity assessment report for AMS, ARN, BCN, BER, BRU, CDG, CPH, DUB, DUS, FCO, FRA, MAD, MUC, MXP, NCE, ORY, PMI and VIE and submission to the local NSA	47
20	AOP/NOP Statement of compliance elaborated by the ANSP/AO and submitted to the local NSA	WP2	21 - BAC	Conformity assessment report for AMS, ARN, BCN, BRU, CDG, CPH, DUB, FRA, LIN, MAD, MUC, MXP, NCE, NM, ORY, PMI and VIE and submission to the local NSA	47
21	End of subcontracting activities for eAOP and AOP/NOP integration (BAC)	WP2	21 - BAC	Extended AOP in operational use and AOP/NOP integration completed in Brussels airport	47
22	Communication on EU funding and project progress (WP2)	WP2	21 - BAC	Overview of all the communication activities throughout the WP life cycle performed by BAC, AENA, ADR, ACA, ADP, DAA, DFS, EUROCONTROL, FMG, VIE, FRAPORT, CPH, SNBV, S.E.A., SWED	47
23	Tender launched for eAOP and AOP/NOP integration subcontracting activities (SWED)	WP2	22 - SWED	Tender notice published	15
24	Contract awarded and signed for eAOP and AOP/NOP integration subcontracting activities (SWED)	WP2	22 - SWED	Contract signed	21

Milestones					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
25	End of subcontracting activities for eAOP and AOP/NOP integration	WP2	22 - SWED	Extended AOP in operational use and AOP/NOP integration completed	47
26	Contract signed for execution of design activities, delivery and installation of software and sensors	WP2	29 - ADP	Contract signed	14
27	End of subcontracting activities for execution of design activities, delivery and installation of software and sensors	WP2	29 - ADP	Final Acceptance Protocol signed by IPP and the Contractor	47
28	Contract signed for the design and implementation of software/devices that enable the introduction of predictive models	WP2	28 - DAA	Contract signed	18
29	End of subcontracting activities for the design and implementation of software/devices that enable the introduction of predictive models	WP2	28 - DAA	Final Acceptance Protocol signed between the DAA and the Contractor	47
30	Launch of tender procedures for FCO subcontracting activities	WP2	31 - ADR	Tender notices published	38
31	Contract awarded for the FCO subcontracting activities	WP2	31 - ADR	Contracts awarded and signed	40
32	End of subcontracting activities for the Extended AOP implementation at FCO	WP2	31 - ADR	Extended AOP in operational use at FCO	47
33	Tender launched for eAOP subcontracting activities	WP2	25 - FRAPORT	Tender notice published	5
34	Contract awarded and signed for eAOP subcontracting activities	WP2	25 - FRAPORT	Contract signed	11
35	End of subcontracting activities for eAOP	WP2	25 - FRAPORT	Extended AOP in operational use and AOP/NOP integration completed	47

Milestones					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
36	Tender launched for eAOP and AOP/NOP integration subcontracting activities	WP2	23 - S.E.A.	Tender notice published for: design, installation and development of sensors and software; for LIN and MXP AOP/NOP integration subcontracting activities; for Visual Docking Guidance System; for extended AOP software	29
37	Contract awarded and signed for eAOP and AOP/NOP integration subcontracting activities	WP2	23 - S.E.A.	Contracts signed for: design, installation and development of sensors and software; for LIN and MXP AOP/NOP integration subcontracting activities; for Visual Docking Guidance System; for extended AOP software	35
38	End of eAOP and AOP/NOP integration subcontracting activities	WP2	23 - S.E.A.	LIN and MXP AOP/NOP integration subcontracted activities completed. Final report, system functionality tests and complete documentation	47
39	Dedicated order of subcontracting activities signed	WP2	30 - Côte d'Azur	Order for subcontracting activities signed	11
40	End of subcontracting activities for eAOP implementation and AOP/NOP integration	WP2	30 - Côte d'Azur	Extended AOP implemented and NOP and AOP integrated	47
41	DM02 - Prepare NOP for integration with AOPs – 4.4.1	WP2	1 - EUROCONTROL	Documentation that verifies the system upgraded for AOP-NOP data exchange for NM	47
42	Interface Control Documents (ICDs) completed with all airports	WP2	1 - EUROCONTROL	Interface Control Document (ICD) for AOP/NOP	47
43	AOP/NOP integration validation completed with all airports	WP2	1 - EUROCONTROL	AOP/NOP integration validation report by NM	47
44	DM01 - Consume Volcanic Ash Mass concentration service(s)	WP3	10 - ENAIRE	Volcanic Ash Mass concentration service consumption report by ENAIRE, LFV, Oro Navigacija	23

Milestones					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
45	DM01 - Determine and help define requirements for new aerodrome MET information services	WP3	10 - ENAIRE	Requirements definition document by ENAIRE, LFV, Oro Navigacija	23
46	DM01 - Determine and help define requirements for new En-Route and/or approach MET information services	WP3	10 - ENAIRE	Requirements definition document by ENAIRE, LFV, Oro Navigacija	23
47	DM02 - Consume aerodrome MET information services	WP3	10 - ENAIRE	Aerodrome MET information services consumption report by ENAIRE, LFV, Oro Navigacija, SWED	23
48	DM02 - Consume En-Route and approach MET information services	WP3	10 - ENAIRE	Enroute and approach MET information services consumption report by ENAIRE, LFV, Oro Navigacija	23
49	DM02 - Operational use (Volcanic Ash)	WP3	10 - ENAIRE	Volcanic Ash Mass concentration service operational use report by ENAIRE, LFV, Oro Navigacija	23
50	DM03 - Operational use (En-Route)	WP3	10 - ENAIRE	Enroute and approach MET information services operational use report by ENAIRE, LFV, Oro Navigacija	23
51	DM03 - Operational use (Aerodrome)	WP3	10 - ENAIRE	Aerodrome MET information services operational use report by ENAIRE, LFV, Oro Navigacija, SWED	23
52	Statement of compliance elaborated by the ANSP and submitted to the local NSA (EU 2023/1768)	WP3	10 - ENAIRE	Submission of the Statement of compliance by ENAIRE, LFV, Oro Navigacija and SWED	23
53	Communication on EU funding and project progress (WP3)	WP3	10 - ENAIRE	Overview of all the communication activities throughout the WP life cycle performed by ENAIRE, LFV, Oro Navigacija and SWED	23

Milestones					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
54	Local ATM system upgrade Design completed	WP3	14 - LFV	Final design document of the upgrade of the local ATM system	12
55	Test, validation and verification completed	WP3	14 - LFV	Test and validation results document	21
56	End of training	WP3	14 - LFV	Training certificate	23
57	Middleware platform and Enroute and Aerodrome center adaptations change request	WP3	35 - ORO NAVIGACIJA	Formal change request notification submitted to the Civil Aviation Authority	13
58	Tender launched for the Middleware platform upgrade and Enroute and Aerodrome centers adaptation	WP3	35 - ORO NAVIGACIJA	Call for Tender published on CPPIS (Central Public Procurement Information System)	14
59	Middleware platform change request reviewed and agreed by the CAA	WP3	35 - ORO NAVIGACIJA	Civil Aviation Authority approval communication to Oro Navigacija	14
60	Enroute and Aerodrome center adaptation reviewed and agreed by the CAA	WP3	35 - ORO NAVIGACIJA	Civil Aviation Authority approval communication to Oro Navigacija	15
61	Contract awarded and signed for the Middleware platform upgrade and Enroute and Aerodrome centers adaptation	WP3	35 - ORO NAVIGACIJA	Contract signed for Middleware platform upgrade and for Enroute and Aerodrome centers adaptations	18
62	End of contractual activities for the upgrade of the Middleware platform and Enroute and Aerodrome centers adaptation	WP3	35 - ORO NAVIGACIJA	Formal company order to start exploitation of Middleware platform and Enroute and Aerodrome centers	23
63	Existing Automatic Weather Observing System (AWOS) software updated	WP3	22 - SWED	AWOS software updated report	7
64	AWOS upgraded software delivered	WP3	22 - SWED	AWOS software delivery notice	21
65	NM FF-ICE/R1 Filling service implementation completed	WP4	36 - CAE	NM FF-ICE/R1 Filling service implementation status report	11

Milestones					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
66	FF-ICE/R1 Trail service implementation completed	WP4	36 - CAE	FF-ICE/R1 Trail service implementation status report	18
67	NM FF-ICE/R1 Filling service use acceptance elaborated	WP4	36 - CAE	NM FF-ICE/R1 Filling service user acceptance report	20
68	FF-ICE/R1 Trial service system tested	WP4	36 - CAE	FF-ICE/R1 Trial service system test result report	20
69	Communication on EU funding and project progress (WP4)	WP4	36 - CAE	Overview of all the communication activities throughout the WP life cycle performed by CAE Austria, CAE Poland and ASL Airlines	23
70	EUROCONTROL approval for the filling service use by ASL	WP4	34 - ASL Airlines	EUROCONTROL approval report	19
71	ASL Airlines User Acceptance	WP4	34 - ASL Airlines	User acceptance report	20
72	DM01 - Consume the NM FFICE/ R1 Filing Service	WP4	34 - ASL Airlines	NM FFICE/ R1 Filling service consumption report	23
73	DM02 - Operational use	WP4	34 - ASL Airlines	NM FF-ICE/R1 Filling service usage report	23
74	Signature of Request for Change, Partial contract for work or similar document with the provider signed	WP5	33 - ANS CR	Agreement signed	5
75	End of subcontracting activities	WP5	33 - ANS CR	Service completion certificate	20
76	Site acceptance test (SAT) completed	WP5	33 - ANS CR	SAT report	22
77	Statement of compliance elaborated by ANS CR and submitted to the Czech CAA	WP5	33 - ANS CR	Submission of the Statement of compliance	23
78	Air Traffic Safety Electronics Personnel (ATSEP) and Flight data Operator (FDO) training completed	WP5	33 - ANS CR	ATSEP and FDO training certificate	23

Milestones					
<i>Grant Preparation (Milestones screen) — Enter the info.</i>					
Milestone No	Milestone Name	Work Package No	Lead Beneficiary	Means of Verification	Due Date (month)
79	DM01 - Consume the NM FFICE/ R1 Data Publication Service	WP5	33 - ANS CR	NN FF-ICE/R1 Data publication service consumption report	23
80	DM01 - Consume the NM FFICE/ R1 Notification Service	WP5	33 - ANS CR	NN FF-ICE/R1 Notification service consumption report	23
81	DM02 - Operational Use - Data Publication	WP5	33 - ANS CR	NN FF-ICE/R1 Data publication service operational use report	23
82	DM02 - Operational Use - Notification Service	WP5	33 - ANS CR	NN FF-ICE/R1 Notification service operational use report	23
83	Communication on EU funding and project progress (WP5)	WP5	33 - ANS CR	Overview of all the communication activities throughout the WP life cycle performed by ANS CR	23

LIST OF CRITICAL RISKS

Critical risks & risk management strategy			
<i>Grant Preparation (Critical Risks screen) — Enter the info.</i>			
Risk number	Description	Work Package No(s)	Proposed Mitigation Measures
1	Complexity in the collection of requested data for the contractual reporting to CINEA. Risk impact: medium Risk likelihood: low	WP1	SDM to use its structured methodology to ensure full coordination of end-to-end monitoring of the Project.
2	IPs misalignment and delays compared to the overall planning. Risk impact: medium Risk likelihood: low	WP1	SDM to continuously monitor the evolution of each IP, and periodically collect technical and financial data from all beneficiaries (at IP level).

Critical risks & risk management strategy			
<i>Grant Preparation (Critical Risks screen) — Enter the info.</i>			
Risk number	Description	Work Package No(s)	Proposed Mitigation Measures
3	Lack or insufficient coordination and/or communication, among the implementing stakeholders, required to deploy Family 2.2.2 and Family 4.4.1. Risk impact: medium Risk likelihood: low	WP2	Establishment of regular coordination meetings, to review progress, risks and share good practices and lessons learnt amongst: - the implementing stakeholders at local level, regardless of their participation to the project; - the implementing stakeholders within the project; - stakeholders of implementation projects with the same objectives (i.e. deployment of Family 2.2.2 and Family 4.4.1)
4	IP delays and extra costs because the available solutions in the market do not meet the technical requirements, as 'Extended AOP' is a service not yet in operation in any European airport. Risk impact: high Risk likelihood: medium	WP2	Early market consultations and scouting in order to identify specific solutions to ensure adequate compliance to technical requirements, supported by sustainable cost-benefits analysis
5	Costs overrun caused by complex integration of new systems in existing infrastructure. Risk impact: medium Risk likelihood: medium	WP2	Selection of internal and cross-functional team, with different competences, to support the suppliers and ensure proper systems' integration. Structure periodical financial control and risk management
6	Delay because the NOP is not ready, as some data elements for full AOP-NOP integration need to be developed taking into account the iNM programme. Those elements have been included in the iNM-roadmap, but at the moment there is no visibility on when the required development can take place. Risk impact: high Risk likelihood: medium	WP2	Close collaboration with key stakeholders to identify the most critical data elements required for AOP-NOP integration. Focus on developing these elements first to enable partial integration or phased implementation, reducing the impact of delays
7	Delay due to the NM impossibility to cope with 17 testing and validation exercises simultaneously conducted in case all airports, ask for validation of 'AOP-NOP integration' with NM along the year 2027. Risk impact: high Risk likelihood: high	WP2	Smoothing the distribution of the validation and testing with Network Manager
8	Delays in the implementation chain because the level of maturity of the implementation of SWIM services for MET actors in a country could	WP3	Common Transcountry SWIM implementation Plans under the leadership of the main MET provider.

Critical risks & risk management strategy			
<i>Grant Preparation (Critical Risks screen) — Enter the info.</i>			
Risk number	Description	Work Package No(s)	Proposed Mitigation Measures
	differ between the originator, the forecaster, the publisher and the consumer. Risk impact: high Risk likelihood: low		
9	Lack of resources (human/financial) necessary for successful implementation. Risk impact: high Risk likelihood: medium	WP3	Reinforce top management's knowledge and commitment to the WP by ensuring the availability of appropriate resources. Possibility to pull resources from different services to maintain the planned schedule. Budget/Cost follow-up and analysis to search for alternative financing possibilities in advance.
10	Delays in the WP implementation due to very complex tender procedures and legal/administrative processes longer than expected. Risk impact: high Risk likelihood: medium	WP3	Plan appropriate stakeholder awareness and coordination meetings (with the MET provider, Militaries, and NSA) in the early stages of the WP. Plan the overall project roadmap (National wide) with appropriate buffers. Share good practices among the partners. Reinforce an active process management to reduce and optimise the internal administrative burden.
11	Delays in the developing and testing phases and in the integration of legacy systems into new infrastructure. Risk impact: high Risk likelihood: medium	WP3	Establish periodic meeting to monitor the WP evolution. Plan integration design activities at the early stages of the WP including prototyping, reference platforms and integration testing enabling early detection of technical issues detection and ensuring sufficient time to resolve them. Early involvement of affected stakeholders. Ensure the application of SOA (Service Oriented Architecture) principles, both technically and at the business level.
12	Integration failures between the AU system and NM B2B Services or with the AU's manual or automatic system processes. Risk impact: high Risk likelihood: low	WP4	Integration testing with NM during the deployment phase and continuation during the deployment. The project plan includes resources available during feedback & monitoring loop of deployment to provide fixes of any detected integration issues. Connection between CAE and NM technical teams to be able to set up real-time issue resolution during the integration phase if needed.
13	Delays in the implementation due to lack of resources (human/financial). Risk impact: medium Risk likelihood: medium	WP4	Periodic revision of project milestones and budget allocations to monitor trends and make forecast. Allocate additional resources when feasible and give priority to the WP over other planned tasks to accelerate the progress.
14	Delays because ASL could not be ready to deploy the new functionality due to lack of staff (holidays, staff training, high workload periods, etc.). Risk impact: low Risk likelihood: low	WP4	According to the project plan, CAE will supply training materials to enable ASL staff to become acquainted with the new functionality prior to the deployment project. Additionally, CAE will offer guidance during the deployment project to minimize risks associated with

Critical risks & risk management strategy			
<i>Grant Preparation (Critical Risks screen) — Enter the info.</i>			
Risk number	Description	Work Package No(s)	Proposed Mitigation Measures
			misunderstandings. CAE and ASL agree on the deployment schedule with 6 months lead time, including any tasks required for technical and staff readiness.
15	Failure or delay on the implementation of the new function into the current ATM system. Risk impact: high Risk likelihood: low	WP5	Perform thorough testing of the new function in a controlled environment before implementing it. Elaboration of the detailed specifications of desired functionalities in accordance with the relevant standards and recommendations available.
16	Inadequate coordination with NMOC. The B2B connection and the proper functionality is tightly connected to the cooperation with NMOC. Risk impact: high Risk likelihood: low	WP5	Czechia is one of the EUROCONTROL Members State. A proper coordination with NMOC will be ensured thanks direct and long-term cooperation between ANS CR and EUROCONTROL/NMOC staff
17	Lack of human resources on the contractor side or/ and of ANS CR internal resources. Risk impact: medium Risk likelihood: low	WP5	Proper management reinforcement, possibility to pull additional resources, ensure enough buffer in the timeline to absorb possible delays, establishment of periodic meetings with the supplier to monitor the evolution of the CR, establish an escalation process for addressing delays.
18	Delay in the NMOC integration tests and pre-OPS access validation. Unavailability of slots at NMOC for integration tests at the end of 2025. Risk impact: high Risk likelihood: medium	WP5	Early coordination with NMOC, define an agreed roadmap for the testing and plan buffer for possible delays, plan parallel testing activities.
19	Delay in contract signature due to complicated and/or lengthy internal ANS CR procedures. Risk impact: medium Risk likelihood: low	WP5	Plan ANS CR process as early as possible, prepare necessary documents and gather required approvals in advance, ensure that there are enough personnel assigned to handle the procedures efficiently



ANNEX 1



Connecting Europe Facility (CEF)

Description of the action (DoA)

Part B

Version 1.0
01 September 2021





DESCRIPTION OF THE ACTION (PART B)

PROJECT DESCRIPTION

Overall Objectives

The main purpose of the Project is to **contribute, accelerate and foster the timely adoption of CP1** (identified as the global project / project of common interest to which this project refers), in full alignment with the deployment approach included in the **SESAR Deployment Programme (SDP) 2022**, as approved by the EU College of Commissioners on 12th of August 2022.

CP1 – as defined by Regulation (EU) n. 2021/116 – includes a **set of functionalities and technologies** that shall be **mandatorily implemented by operational stakeholders** throughout Europe. The SDP represents a dedicated workplan that complements the Regulation by identifying the most suitable approach that stakeholders should follow in the implementation of such technologies.

In order to support the adoption of CP1, the **CLEAN ATM 2** Project includes **4 Implementation Projects (IPs)**, which have been built, prepared, and synchronised by **39** operational stakeholders, benefitting from the direct coordination of the SESAR Deployment Manager (SDM). This Project has been structured by SDM by clustering the CP1-related IPs which best matched the requirements set forth by the SIMOBGEN Call (i.e. short-term implementation needs, Families, etc.).

In particular, SDM clustered those IPs on the basis of their maturity to be immediately launched and executed, the urgency to be launched, their adherence to the priorities listed in the CEF Call 2023 as well as on the basis of their interdependencies. These IPs aim at **pushing forward the implementation of 4 Families** / key technological and operational elements, regrouped among those specifically identified by the Call text:

- **AF2 – Airport Integration and Throughput**, with specific regard to **Family 2.2.2 Extended Airport Operations Plan (AOP)**;
- **AF4 – Network Collaborative Management**, with regard to **Family 4.4.1 – Airport Operations Plan / Network Operations Plan integration**.
- **AF5 – System Wide Information Management (SWIM)**, with specific regard to **Family 5.4.1 – Meteorological Information Exchange** and **Family 5.6.1 – Flight Information Exchange**.

The implementation of the Families above – as supported by the 4 IPs included in this Project – supports decisive progress in the implementation of CP1, and to the wide-scale of **6** SESAR solutions, an additional step forward in translating SESAR R&D activities into an operational reality.

In total, the 4 IPs are expected to enable the entering into operational use of CP1 technologies across **17** of the largest European airports and **13** EU Member States: in other words, the project will bring forward the CP1 implementation by an **additional 7-8%**, helping to fully implement at least 2 Sub-ATM functionalities within the regulatory deadline.

The full list of the IPs included in the **CLEAN ATM 2** Project is reported below, along with its distinctive ID numbering:

- 2023_001_AF2_AF4 (WP2)- **EXOPAN initiative**, addressing extended Airport Operations Plan (Family 2.2.2) and the integration with the Network Operations Plan (Family 4.4.1) into 17 major European Airports, complementing the activities included in the BEACON IP, part of the CLEAN ATM Project awarded under CEF 2 Call 2022 (addressing additional 8 airports);
- 2023_541_AF5 (WP3)- **Common Proposal on Meteorological Information Exchange**, addressing the homogeneous adoption of Meteorological Information Exchanges (Family 5.4.1) into Spain, Sweden and Lithuania;
- 2023_013_AF5 (WP4)– **Closing Gaps Towards Operational filing of eFPL for Airspace Users**, a multistakeholder IP by CAE, CAE Poland and ASL Airlines, providing Airspace Users operating in Europe with additional instruments to plan and file extended Flight Plans, facilitating the information sharing from airlines to ground stakeholders, such as ANSPs and the Network Manager;
- 2023_045_AF5 (WP5) – FF/ICE implementation into FDPS systems of ANS CR, which enables the ANSP operating Czech Republic to upgrade its systems to ensure that the transition to FF[1]ICE/R1 and eFPL can be timely executed in one of the countries located in the center of the European ATM Network.

Reflecting the list of IPs above, besides Work Package 1 – which includes the coordination activities performed by SDM (as required by the Call text) – each IP is associated to a specific Work Package



(from 2 to 5) as indicated into brackets.

General description and context

The 4 IPs included in the Project are inscribed in the wider framework of CP1, which is in turn **one of the most critical enablers for the success of the SDP**, the ambitious technological programme launched by the EC in 2004 to defragment and increase the efficiency of ATM operations throughout the European airspace.

CP1, as the SDP in general, targets the implementation of a **safer, more effective, resilient, secure, cost-efficient, and especially environmentally sustainable** ATM system and infrastructure in Europe. In line with the objectives of the TEN-T framework, it aims at upgrading and modernising the existing systems to “*promote an efficient use*” of the aviation infrastructure and addresses the “*establishment and operation of sustainable and efficient transport services*”.

Its **timely implementation – to be achieved before the regulatory deadline set on 2027** – is a crucial political and operational priority for the EU and for Aviation and ATM stakeholders; by having CP1 fully in place, the ATM sector would get significantly closer to its objectives of efficiency, resilience, safety, and sustainability. It would also be the most critical short-to-medium term tool for Aviation to contribute to the overall decarbonisation objectives of the EU.

In particular, the content of the Project features technologies that **allow Airspace Users to save significant amounts of fuel** when travelling across the European airspace or between European airports: this is considered an absolute priority for the aviation sector, as it would help significantly **reducing the CO₂ emitted by air transport**.

The Project – which is aiming to implement some of its more urgent elements (as identified by the Call text) in a synchronised manner across all Europe – is considered as an **essential enabler to make sure the 2027 deadline is achieved**, allowing the Aviation sector to accelerate its transition to greener, safer, more integrated, and more efficient operations in the short-term.

Location

Building on the approach applied by SDM in the past, the Project possesses a **unique and unmatched pan-European dimension**, as the technologies will be deployed across the whole European ATM Network, hence covering the whole EU airspace, as well as its major airports and hubs.

This unparalleled cross-border dimension is corroborated by the following elements:

- the **39** organisations participating in the present Project are located across **13** EU Member States. All combined, these countries represent over **85%** of the EU geographical scope, as well over **90%** of the EU population, as well as around **90%** of the air traffic volumes operated in Europe;
- the **4 IPs included in the Project will directly – or indirectly – affect all EU Member States (MSs)**, as well as the countries **within the full scope of the European ATM Network**, as they would benefit from a better performing execution of the Network functions. A better management of flights, and a more efficient coordination of daily operations within the Network would therefore support a smoother, safer and more sustainable aviation industry across all 27 EU Member States, as well as into additional 15 neighbouring countries, including States candidate for the accession to the Union (Albania, Armenia, Austria, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Georgia, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Kosovo, Malta, Republic of Moldova, Montenegro, Netherlands, Norway, North Macedonia, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Türkiye, Ukraine, United Kingdom, Israel, Morocco);
- the **EXOPAN IP (2023_001_AF2_AF4)** is dealing with the implementation of Airport Operations Plans – integrated and collaboratively-agreed rolling plans for all operations within a certain airport – into the largest **17 European airports**, spread across **10** countries, as well as their overall integration with the Network Operations Plan. The adoption of AOP and its integration with the NOP will reduce congestion into such relevant hubs (which typically accommodate up to **550 million of passengers every year**), reducing waiting times for passengers and increasing the overall resilience and efficiency of airport operations, with benefits in terms of reduction of unnecessary emissions;
- the set of 3 **IPs** specifically dealing with the adoption of SWIM services (i.e., 2023_541_AF5, 2023_013_AF5 and 2023_045_AF5), are expected to promote the direct implementation of ATM Functionality 5 in 7 countries (Czech Republic, Austria, Ireland, Lithuania, Poland, Spain and Sweden), as well as to enable Airspace Users to use and consume SWIM-compliant services across the whole ATM Network. This will improve the efficiency of ATM operations within most of



the European regions and benefit all inter-continental and intra-continental main traffic flows (i.e. North-South, East-West, etc.).

Justification

As indicated above, the **4 IPs** – coordinated by the SDM – would significantly contribute to the implementation of **4 key SESAR Deployment Programme Families**, i.e., the technologies that are identified by the SIMOBGEN Call text as the most urgently required to be deployed.

Their timely implementation would help to tackle some of the **existing urgent operational needs** of the European ATM Network, briefly summarized below:

- the 2022-2023 recovery of air traffic volumes to the pre-pandemic level, which is set to combine with the long-term expected increase of air traffic demand, is already producing a higher congestion in some of the major airport hubs in Europe, especially during summer peak periods. To cope with such increasing operational complexity, the **major European airports and hubs** (including all those engaged in the EXOPAN initiative) are required to adopt by 2027 the **Extended Airport Operations Plan**, a rolling plan that support the overall efficiency of their operations and reduce delays, unexpected disruptions and unnecessary congestion. These airports are also mandated to integrate such plans with the **Network Operations Plan** elaborated and maintained by the Network Manager, helping to spread the benefits beyond the local dimension;
- the **increasing focus on the environmental sustainability of aviation**, and the need to decarbonise the transport industry as a whole, requires the adoption of specific technologies and operational concepts that are able to reduce the CO₂ emissions produced by the air transport industry. The adoption of eAOP (and its integration within the NOP) is poised to bring **significant improvements in this area**, as better organized and predictable operations into big hubs will reduce inefficiencies and particularly the time spent by aircraft with their engines on (and therefore allows to save fuel and the related CO₂ emissions in the area surrounding the airport). In parallel, the adoption of this technology will also allow the areas surrounding the airport to see the noise emissions decrease. **Adopting these technologies into the largest 17 European airports is particularly beneficial**, as this major international hubs typically welcome bigger and heavier aircrafts (including less efficient and older aircraft typically in use by cargo operators), which consume more fuel;
- the CP1 mandates the **adoption of SWIM services across all Europe by 2025**, in order to ensure European ATM systems, infrastructures and environment are fully capable of transitioning towards a truly Digital European Sky in the future. One of the most urgent elements to ensure stakeholders can count on adequate information to manage their ATM operations in an efficient, secure, and harmonised manner is the establishment of **common standards, infrastructure and services** dealing with both meteorological and flight information exchanges. The possibility for all stakeholders to manage much more accurate and complete data related both to flights and to the meteorological conditions of the airspace / airports compared to the past is a key tool for facilitating a smarter and more effective management of air traffic. Moreover, **the adoption of a harmonized approach to these elements** (particularly MET information exchanges and the new flight plan-format containing better and more detailed information) will serve as an example to the whole industry, paving the way for all other organisations.

Specific objectives

The implementation of the elements reported above will be pursued by a synchronised approach, with SDM supporting operational stakeholders into coordinating and aligning all IPs included in the Project. The content of CP1 was defined and should be **implemented as a comprehensive package** to achieve maximum benefits and ensure synchronisation between different organisations. All elements included in the CP1 – as deployed by the **4 IPs** part of the **CLEAN ATM 2** Project – are **tightly connected and inter-related**, as only their combined adoption would unleash their full efficiency and decarbonisation potential. The specific objectives of the IPs are summarized as follows:

- the **EXOPAN initiative** (2023_001_AF2_AF4) is set to implement the extended Airport Operations Plan into **17 of the largest airports** listed in the CP1 Regulation (namely, Amsterdam, Barcelona, Brussels, Copenhagen, Dublin, Frankfurt, Madrid, Milan-Malpensa, Munich, Nice, Palma de Mallorca, Paris CDG and Orly, Rome, Stockholm, Vienna, plus – on the ANSP side – Berlin and Dusseldorf), as well as to enable the full integration of the Network Operations Plan by 2027 with the local AOP of Amsterdam, Barcelona, Berlin, Brussels, Copenhagen, Dublin, Frankfurt, Madrid, Milan-Linate, Milan-Malpensa, Munich, Nice, Palma de Mallorca, Paris CDG and Orly, Stockholm, and Vienna. By adopting the Extended AOP, and integrating it with the NOP, these airports will **significantly improve their landside and airside operations**, increasing their resilience to unexpected events and getting fully integrated in the operations of the European Network. In other



words, the IP would lead to the coverage of 36 gaps in the CP1 deployment (i.e. 18 each into Family 2.2.2 and Family 4.4.1), whilst also contributing to significant coverage of NM activities under Family 4.4.1. When **combined with the BEACON initiative** (part of the CLEAN ATM Project awarded under CEF 2 Call 2022), this IP is therefore going to **lead to the full implementation of AOP and AOP/NOP in 25 out of the 28 relevant CP1 airports;**

- the **Common Proposal on Meteorological Information Exchanges** (2023_541_AF5) will allow the involved operational stakeholders to exchange, distribute and consume **meteorological information in a fully digital, interoperable and harmonized manner**, through SWIM services. This will allow ATS units, ATFM and CNS providers, airport operators located in **Spain, Lithuania and Sweden** (as well as commercial airlines and general aviation operators flying within these countries), to better plan, adapt and execute their daily operations, taking advantage of up-to-date, reliable, secure and digital MET data;
- The IP to foster the adoption of the **electronic Flight Plan (eFPL)** (2023_013_AF5) covers the mandatory and recommended **services included in Family 5.6.1** for Airspace Users (i.e. Filing, Trial). This project will allow AUs to elaborate and submit their flight plan in the new FF-ICE compliant format, so that NM can validate it and distribute it, and ANSPs can eventually consume such data. The eFPL contains **much more accurate and complete data compared to the old flight plan format**, facilitating a smarter and more effective management of traffic.
- The IP to implement system functions and tools allowing the **FF-ICE integration** (2023_045_AF5) into the main Flight Data Processing Systems (FDPS) "TopSky" and upgrading the FDPS "ESUP" to support FF-ICE implementation as it is defined for NMOC area. TopSky is the main FDPS system within ANS CR, the key assumption for correct functionality is the consumption of flight plan data where the main source is NMOC. As the CP1 regulation defines the change of format and protocol from ICAO2012/AFTN to FIXM/SWIM (FF-ICE, eFPL), TopSky must be adapted to support the FF-ICE implementation. This new message format brings new data content which opens up possibilities for improved trajectory algorithms (improving of flight efficiency) and provides useful information for the OPS (improving safety and capacity).

Expected outcomes and results

In light of the elements presented above, the **CLEAN ATM 2** Project – once completed – would help making ATM operations significantly more efficient both on the ground and the airspace, massively improving the experience of hundreds of millions of passengers.

With an investment of around € **174** mln between 2024 and 2027, all **39** organisations participating to the Project would make sure that ATM in Europe would better adhere to the required standards of safety, resilience, security, efficiency, interoperability, and especially of environmental sustainability.

Moreover, the Project would help the large-scale adoption of **6** SESAR solutions, translating the work of the SESAR Joint Undertaking performed in the last fifteen years into an operational reality. When combined with the other CP1 elements currently under deployment, this will significantly contribute to reshape the face of ATM, moulding the operational environment of the next decades.

ANNEXES

LIST OF ANNEXES

Subcontracting table — *mandatory*

**SUBCONTRACTING TABLE**

Subcontracting			
<i>Give details on subcontracted action tasks (if any).</i>			
<i>Subcontracts must be awarded using your usual purchasing practices – provided that they ensure best value for money and no conflict of interests. If you are a 'contracting authority/entity' within the meaning of the EU Directives on public procurement, you must also comply with the applicable national law on public procurement.</i>			
Note: <i>The coordinator remains fully responsible for the coordination tasks, even if they are delegated to someone else. Coordinator tasks cannot be subcontracted.</i>			
Task number to be subcontracted (follow the numbering in the grant agreement)	Name of task to be subcontracted	Description (Describe briefly the part of the task to be subcontracted and indicate the BEN responsible)	Estimated Costs (EUR)
Tasks 1.1 – 1.5 – WP1	Project Coordination; Project monitoring and reporting; Financial management: payments, checks and audits; Project Information management; Communication management for stakeholder support	Contract with several time-based consultants to provide support for all SDM WP1 coordination tasks, assessment of milestones and deliverables. In addition, two main contracts aimed at supporting the SDM website, its Partner Area and Star Tool. Beneficiary: EUROCONTROL	678,290
Tasks 1.1 – 1.5 – WP1	Project Coordination; Project monitoring and reporting; Financial management: payments, checks and audits; Project Information management; Communication management for stakeholder support	Contracting several time-based Consultants to provide support on all SDM WP1 coordination tasks, assessment of milestones and deliverables. Beneficiary: ACI	1,160,999
Task 2.01 – WP2	Task 2.01 - Implementation Project (IP) management & coordination	Contract for: "Task 2.01 - Implementation Project (IP) management & coordination". Beneficiary: ADR	827,880
Task 2.01 – WP2	Task 2.01 - Implementation Project (IP) management & coordination	Contract for: "Task 2.01 - Implementation Project (IP) management & coordination". Beneficiary: BAC	250,000
Task 2.01 – WP2	Task 2.01 - Implementation Project (IP) management & coordination	Contract for: "Task 2.01 - Implementation Project (IP) management & coordination". Beneficiary: S.E.A.	140,000
Task 2.03 – WP2	Task 2.03 - Family 2.2.2 Extended AOP - ARN	Contract for: "Task 2.03 - Family 2.2.2 Extended AOP - ARN". Beneficiary: SWED	3,131,148
Task 2.04 – WP2	Task 2.04 - Family 2.2.2 Extended AOP - BCN	Contract for: "Task 2.04 - Family 2.2.2 Extended AOP - BCN". Beneficiary: AENA	382,758
Task 2.05 – WP2	Task 2.05 - Family 2.2.2 Extended AOP – BER	Contract for: "Task 2.05 - Family 2.2.2 Extended AOP – BER". Beneficiary: DFS	100,000
Task 2.06 – WP2	Task 2.06 - Family 2.2.2 Extended AOP - BRU	Contract for: "Task 2.06 - Family 2.2.2 Extended AOP - BRU".	10,465,000



		Beneficiary: BAC	
Task 2.07 – WP2	Task 2.07 - Family 2.2.2 Extended AOP - CDG	Contract for: "Task 2.07 - Family 2.2.2 Extended AOP - CDG". Beneficiary: ADP	4,167,189.00
Task 2.09 – WP2	Task 2.09 - Family 2.2.2 Extended AOP - DUB	Contract for: "Task 2.09 - Family 2.2.2 Extended AOP - DUB". Beneficiary: DAA	3,207,900
Task 2.10 – WP2	Task 2.10 - Family 2.2.2 Extended AOP - DUS	Contract for: "Task 2.10 - Family 2.2.2 Extended AOP - DUS". Beneficiary: DFS	100,000
Task 2.11 – WP2	Task 2.11 - Family 2.2.2 Extended AOP - FCO	Contract for: "Task 2.11 - Family 2.2.2 Extended AOP - FCO". Beneficiary: ADR	13,083,002
Task 2.12 – WP2	Task 2.12 - Family 2.2.2 Extended AOP - FRA	Contract for: "Task 2.12 - Family 2.2.2 Extended AOP - FRA". Beneficiary: DFS	100,000
Task 2.12 – WP2	Task 2.12 - Family 2.2.2 Extended AOP - FRA	Contract for: "Task 2.12 - Family 2.2.2 Extended AOP - FRA". Beneficiary: Fraport	3,600,000
Task 2.13 – WP2	Task 2.13 - Family 2.2.2 Extended AOP - MAD	Contract for: "Task 2.13 - Family 2.2.2 Extended AOP - MAD". Beneficiary: AENA	382,758
Task 2.14 – WP2	Task 2.14 - Family 2.2.2 Extended AOP - MUC	Contract for: "Task 2.14 - Family 2.2.2 Extended AOP - MUC". Beneficiary: DFS	100,000
Task 2.14 – WP2	Task 2.14 - Family 2.2.2 Extended AOP - MUC	Contract for: "Task 2.14 - Family 2.2.2 Extended AOP - MUC". Beneficiary: FMG	7,737,185
Task 2.15 – WP2	Task 2.15 - Family 2.2.2 Extended AOP - MXP	Contract for: "Task 2.15 - Family 2.2.2 Extended AOP - MXP". Beneficiary: S.E.A.	10,413,255
Task 2.16 – WP2	Task 2.16 - Family 2.2.2 Extended AOP - NCE	Contract for: "Task 2.16 - Family 2.2.2 Extended AOP - NCE". Beneficiary: ACA	9,230,873
Task 2.17 – WP2	Task 2.17 - Family 2.2.2 Extended AOP - ORY	Contract for: "Task 2.17 - Family 2.2.2 Extended AOP - ORY". Beneficiary: ADP	1,807,928.00
Task 2.18 – WP2	Task 2.18 - Family 2.2.2 Extended AOP – PMI	Contract for: "Task 2.18 - Family 2.2.2 Extended AOP – PMI". Beneficiary: AENA	382,758
Task 2.22 – WP2	Task 2.22 - Family 4.4.1 AOP/NOP integration - ARN	Contract for: "Task 2.22 - Family 4.4.1 AOP/NOP integration - ARN". Beneficiary: SWED	338,502



Task 2.23 – WP2	Task 2.23 - Family 4.4.1 AOP/NOP integration - BCN	Contract for: "Task 2.23 - Family 4.4.1 AOP/NOP integration - BCN". Beneficiary: AENA	106,665
Task 2.24 – WP2	Task 2.24 - Family 4.4.1 AOP/NOP integration - BER	Contract for: "Task 2.24 - Family 4.4.1 AOP/NOP integration - BER". Beneficiary: DFS	100,000
Task 2.25 – WP2	Task 2.25 - Family 4.4.1 AOP/NOP integration - BRU	Contract for: "Task 2.25 - Family 4.4.1 AOP/NOP integration - BRU". Beneficiary: BAC	900,000
Task 2.28 – WP2	Task 2.28 - Family 4.4.1 AOP/NOP integration - DUB	Contract for: "Task 2.28 - Family 4.4.1 AOP/NOP integration - DUB". Beneficiary: DAA	99,000
Task 2.29 – WP2	Task 2.29 - Family 4.4.1 AOP/NOP integration - DUS	Contract for: "Task 2.29 - Family 4.4.1 AOP/NOP integration - DUS". Beneficiary: DFS	100,000
Task 2.30 – WP2	Task 2.30 - Family 4.4.1 AOP/NOP integration - FRA	Contract for: "Task 2.30 - Family 4.4.1 AOP/NOP integration - FRA". Beneficiary: DFS	100,000
Task 2.30 – WP2	Task 2.30 - Family 4.4.1 AOP/NOP integration - FRA	Contract for: "Task 2.30 - Family 4.4.1 AOP/NOP integration - FRA". Beneficiary: FRAPORT	200,000
Task 2.31 – WP2	Task 2.31 - Family 4.4.1 AOP/NOP integration - LIN	Contract for: "Task 2.31 - Family 4.4.1 AOP/NOP integration - LIN". Beneficiary: S.E.A.	20,000
Task 2.32 – WP2	Task 2.32 - Family 4.4.1 AOP/NOP integration - MAD	Contract for: "Task 2.32 - Family 4.4.1 AOP/NOP integration - MAD". Beneficiary: AENA	106,665
Task 2.33 – WP2	Task 2.33 - Family 4.4.1 AOP/NOP integration - MUC	Contract for: "Task 2.33 - Family 4.4.1 AOP/NOP integration - MUC". Beneficiary: DFS	100,000
Task 2.33 – WP2	Task 2.33 - Family 4.4.1 AOP/NOP integration - MUC	Contract for: "Task 2.33 - Family 4.4.1 AOP/NOP integration - MUC". Beneficiary: FMG	580,288
Task 2.34 – WP2	Task 2.34 - Family 4.4.1 AOP/NOP integration - MXP	Contract for: "Task 2.34 - Family 4.4.1 AOP/NOP integration - MXP". Beneficiary: S.E.A.	60,000
Task 2.35 – WP2	Task 2.35 - Family 4.4.1 AOP/NOP integration - NCE	Contract for: "Task 2.35 - Family 4.4.1 AOP/NOP integration - NCE". Beneficiary: ACA	350,000
Task 2.37 – WP2	Task 2.37 - Family 4.4.1 AOP/NOP integration - PMI	Contract for: "Task 2.37 - Family 4.4.1 AOP/NOP integration - PMI". Beneficiary: AENA	106,668
Task 3.01 –	T3.01 - Project Management	Contract for: "T3.01 - Project Management".	8,000



WP3		Beneficiary: ENAIRE	
Task 3.02 – WP3	T3.02 - ENAIRE Implementation	Contract for: “T3.02 - ENAIRE Implementation”. Beneficiary: ENAIRE	63,999
Task 3.03 – WP3	T3.03 - LFV Implementation	Contract for: “T3.03 - LFV Implementation”. Beneficiary: LFV	348,172
Task 3.04 – WP3	T3.04 - Oro Navigacija Implementation	Contract for: “T3.04 - Oro Navigacija Implementation”. Beneficiary: Oro Navigacija	1,069,388
Task 3.05 – WP3	T3.05 – SWED Implementation	Contract for: “T3.05 – SWED Implementation”. Beneficiary: SWED	80,596
Task 5.02 - WP5	T5.02 - TopSky System upgrade and FF-ICE integration	Contract for: “T5.02 - TopSky System upgrade and FF-ICE integration”. Beneficiary: ANS CR	3,868,592
Task 5.03 – WP5	T5.03 - FDPS “ESUP” upgrade to support FF-ICE implementation	Contract for: “T5.03 - FDPS “ESUP” upgrade to support FF-ICE implementation”. Beneficiary: ANS CR	1,934,297

HISTORY OF CHANGES

VERSION	PUBLICATION DATE	CHANGE
0.1	30.07.2024	Initial version. Changes compared to the proposals are related to Project Description
0.2	26.08.2024	Update based on inputs received from the consortium members.
0.3	09.09.2024	Update based on CINEA comments.
1.0	25.09.2024	Final version.

START (DETAILED BUDGET TABLE PER WP)

PROJECT DATA

Project number:	SEP-211008534
Project acronym:	CLEAN ATM 2

Work package name	Funding Rate
WP 1 - Project Coordination	50%
WP 2 - 2023_001_AF2_AF4 - Extended Airport Operations Plan and integration with the Network (EXI)	50%
WP 3 - 2023_541_AF5 - Common Proposal - 5.4.1 Meteorological Information Exchange	50%
WP 4 - 2023_013_AF5 - Closing Gaps Towards Operational Use of eFPL for AUs	50%
WP 5 - 2023_045_AF5 - FF-ICE Implementation into FDPS systems of ANS CR	50%

Participant name

EUROCONTROL

ACI Europe

Air France

ACG

CCL

Lufthansa

DFS

DSNA

EEAG

ENAIRE

ENAV

Hungarocontrol zrt.

AirNAV

LFV

Nav Portugal E.P.E

Naviair

PANSA

ROMATSA

Ryanair

Skyguide

BULATSA

BAC

ADP

ADR

Aena

ACA

DAA

FMG

Fraport

SEA

SNBV

Swedavia

VIE

CPH

CAE Austria

CAE Poland

ASL Airlines

ORO Navigacija

ANS CR

DETAILED BUDGET TABLE PER WP

PROJECT DATA		
Project number:	SEP-211008534	
Project acronym:	CLEAN ATM 2	

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

Work Package	Participant	Reporting period 1	Reporting period 2	Total costs	Funding rate (for work package)	EU contribution
WP 1 - Project Coordination	EUROCONTROL	1,347,218.00	2,245,354.00	3,592,572.00	50%	1,796,286.00
WP 1 - Project Coordination	ACI Europe	443,656.00	739,430.00	1,183,086.00	50%	591,543.00
WP 1 - Project Coordination	Air France	110,916.00	184,855.00	295,771.00	50%	147,885.50
WP 1 - Project Coordination	ACG	19,829.00	33,043.00	52,872.00	50%	26,436.00
WP 1 - Project Coordination	CCL	19,829.00	33,043.00	52,872.00	50%	26,436.00
WP 1 - Project Coordination	Lufthansa	110,916.00	184,855.00	295,771.00	50%	147,885.50
WP 1 - Project Coordination	DFS	158,614.00	264,360.00	422,974.00	50%	211,487.00
WP 1 - Project Coordination	DSNA	79,310.00	132,176.00	211,486.00	50%	105,743.00
WP 1 - Project Coordination	EEAG	110,916.00	184,855.00	295,771.00	50%	147,885.50

WP 1 - Project Coordination	ENAIRE	118,964.00	198,265.00	317,229.00	50%	158,614.50
WP 1 - Project Coordination	ENAV	237,922.00	396,539.00	634,461.00	50%	317,230.50
WP 1 - Project Coordination	Hungarocontrol zrt.	79,310.00	132,176.00	211,486.00	50%	105,743.00
WP 1 - Project Coordination	AirNAV	19,829.00	33,043.00	52,872.00	50%	26,436.00
WP 1 - Project Coordination	LFV	19,829.00	33,043.00	52,872.00	50%	26,436.00
WP 1 - Project Coordination	Nav Portugal E.P.E	19,829.00	33,043.00	52,872.00	50%	26,436.00
WP 1 - Project Coordination	Naviair	19,829.00	33,043.00	52,872.00	50%	26,436.00
WP 1 - Project Coordination	PANSA	79,310.00	132,176.00	211,486.00	50%	105,743.00
WP 1 - Project Coordination	ROMATSA	79,310.00	132,176.00	211,486.00	50%	105,743.00
WP 1 - Project Coordination	Ryanair	110,916.00	184,855.00	295,771.00	50%	147,885.50
WP 1 - Project Coordination	Skyguide	0.00	0.00	0.00	50%	0.00
WP 1 - Project Coordination	BULATSA	79,310.00	132,176.00	211,486.00	50%	105,743.00
WP 2 - 2023_001_AF2_AF4 - Extended Airport	BAC	9,466,715.00	13,740,000.00	23,206,715.00	50%	11,603,357.50
WP 2 - 2023_001_AF2_AF4 - Extended Airport	ADP	7,568,634.00	1,804,264.00	9,372,898.00	50%	4,686,449.00
WP 2 - 2023_001_AF2_AF4 - Extended Airport	ADR	6,637,541.00	8,358,747.00	14,996,288.00	50%	7,498,144.00

WP 2 - 2023_001_AF2_AF4 - Aena Extended Airport		681,608.00	1,076,667.00	1,758,275.00	50%	879,137.50
WP 2 - 2023_001_AF2_AF4 - ACA Extended Airport		6,381,873.00	7,429,000.00	13,810,873.00	50%	6,905,436.50
WP 2 - 2023_001_AF2_AF4 - DAA Extended Airport		6,477,485.00	7,256,480.00	13,733,965.00	50%	6,866,982.50
WP 2 - 2023_001_AF2_AF4 - FMG Extended Airport		3,288,302.00	5,899,603.00	9,187,905.00	50%	4,593,952.50
WP 2 - 2023_001_AF2_AF4 - Fraport Extended Airport		17,680,686.00	6,675,000.00	24,355,686.00	50%	12,177,843.00
WP 2 - 2023_001_AF2_AF4 - SEA Extended Airport		6,278,002.00	5,755,253.00	12,033,255.00	50%	6,016,627.50
WP 2 - 2023_001_AF2_AF4 - SNBV Extended Airport		7,357,325.00	8,501,000.00	15,858,325.00	50%	7,929,162.50
WP 2 - 2023_001_AF2_AF4 - Swedavia Extended Airport		3,920,855.00	4,715,968.00	8,636,823.00	50%	4,318,411.50
WP 2 - 2023_001_AF2_AF4 - VIE Extended Airport		1,472,641.00	1,423,000.00	2,895,641.00	50%	1,447,820.50
WP 2 - 2023_001_AF2_AF4 - DFS Extended Airport		1,655,623.00	2,450,908.00	4,106,531.00	50%	2,053,265.50
WP 2 - 2023_001_AF2_AF4 - CPH Extended Airport		0.00	0.00	0.00	50%	0.00
WP 2 - 2023_001_AF2_AF4 - EUROCONTROL Extended Airport		0.00	0.00	0.00	50%	0.00
WP 3 - 2023_541_AF5 - ENAIRE Common Proposal -		438,219.00	0.00	438,219.00	50%	219,109.50
WP 3 - 2023_541_AF5 - LFV Common Proposal -		951,674.00	0.00	951,674.00	50%	475,837.00
WP 3 - 2023_541_AF5 - ORO Navigacija Common Proposal -		1,784,388.00	0.00	1,784,388.00	50%	892,194.00

WP 3 - 2023_541_AF5 - Common Proposal -	Swedavia	257,243.00	0.00	257,243.00	50%	128,621.50
WP 4 - 2023_013_AF5 - Closing Gans	CAE Austria	570,656.00	0.00	570,656.00	50%	285,328.00
WP 4 - 2023_013_AF5 - Closing Gans	CAE Poland	1,460,587.00	0.00	1,460,587.00	50%	730,293.50
WP 4 - 2023_013_AF5 - Closing Gans	ASL Airlines	43,754.00	0.00	43,754.00	50%	21,877.00
WP 5 - 2023_045_AF5 - FF- ICE Implementation	ANS CR	5,993,609.00	0.00	5,993,609.00	50%	2,996,804.50
Total		93,632,982.00	80,528,396.00	174,161,378.00		87,080,689.00

Summary per work package

Row Labels	Reporting period_1	FP RP_1	Reporting period_2	FP RP_2	Sum of Total costs	Sum of EU contribution
WP 1 - Project Coordination	3,265,562	38%	5,442,506	62%	8,708,068	4,354,034
WP 2 - 2023_001_AF2_AF4 - Extended Airport Operations Plan and integration with the Network (EXOPAN)	78,867,290	51%	75,085,890	49%	153,953,180	76,976,590
WP 3 - 2023_541_AF5 - Common Proposal - 5.4.1 Meteorological Information Exchange	3,431,524	100%	-	0%	3,431,524	1,715,762
WP 4 - 2023_013_AF5 - Closing Gaps Towards Operational Use of eFPL for AUs	2,074,997	100%	-	0%	2,074,997	1,037,499
WP 5 - 2023_045_AF5 - FF-ICE Implementation into FDP5 systems of ANS CR	5,993,609	100%	-	0%	5,993,609	2,996,805
Grand Total	93,632,982	54%	80,528,396	46%	174,161,378	87,080,689

Row Labels	Reporting period_1	Reporting period_2	Sum of Total costs	Sum of EU contribution
EUROCONTROL	1,347,218	2,245,354	3,592,572	1,796,286
ACI Europe	443,656	739,430	1,183,086	591,543
Air France	110,916	184,855	295,771	147,886
ACG	19,829	33,043	52,872	26,436
CCL	19,829	33,043	52,872	26,436
DFS	1,814,237	2,715,268	4,529,505	2,264,753
DSNA	79,310	132,176	211,486	105,743
EEAG	110,916	184,855	295,771	147,886
ENAIRE	557,183	198,265	755,448	377,724
ENAV	237,922	396,539	634,461	317,231
Hungarocontrol zrt.	79,310	132,176	211,486	105,743
AirNAV	19,829	33,043	52,872	26,436
LFV	971,503	33,043	1,004,546	502,273
Nav Portugal E.P.E	19,829	33,043	52,872	26,436
Naviair	19,829	33,043	52,872	26,436
PANSA	79,310	132,176	211,486	105,743
ROMATSA	79,310	132,176	211,486	105,743
Ryanair	110,916	184,855	295,771	147,886
Skyguide	-	-	-	-
BULATSA	79,310	132,176	211,486	105,743
BAC	9,466,715	13,740,000	23,206,715	11,603,358
ADP	7,568,634	1,804,264	9,372,898	4,686,449
ADR	6,637,541	8,358,747	14,996,288	7,498,144
Aena	681,608	1,076,667	1,758,275	879,138
ACA	6,381,873	7,429,000	13,810,873	6,905,437
DAA	6,477,485	7,256,480	13,733,965	6,866,983
FMG	3,288,302	5,899,603	9,187,905	4,593,953
Fraport	17,680,686	6,675,000	24,355,686	12,177,843
SEA	6,278,002	5,755,253	12,033,255	6,016,628
SNBV	7,357,325	8,501,000	15,858,325	7,929,163
Swedavia	4,178,098	4,715,968	8,894,066	4,447,033
VIE	1,472,641	1,423,000	2,895,641	1,447,821
CPH	-	-	-	-
CAE Austria	570,656	-	570,656	285,328
CAE Poland	1,460,587	-	1,460,587	730,294
ASL Airlines	43,754	-	43,754	21,877
ORO Navigacija	1,784,388	-	1,784,388	892,194
ANS CR	5,993,609	-	5,993,609	2,996,805
Lufthansa	110,916	184,855	295,771	147,886
Grand Total	93,632,982	80,528,396	174,161,378	87,080,689

#	EU CONTRIBUTION	TOTAL COSTS
ENCODE VALUE FROM EGRANTS	87,080,689	174,161,378.00
DIFFERENCE	0	0

ANNEX 2a

ADDITIONAL INFORMATION ON UNIT COSTS AND CONTRIBUTIONS

SME owners/natural person beneficiaries without salary

See [*Additional information on unit costs and contributions \(Annex 2a and 2b\)*](#)

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

EUROPEAN REGION OF THE AIRPORTS COUNCIL INTERNATIONAL (ACI EUROPE),
PIC 888337447, established in BOULEVARD DU REGENT 37-40, BRUXELLES 1000, Belgium,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) **and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

AIR FRANCE SA (AIR FRANCE), PIC 937590070, established in RUE DE PARIS 45, ROISSY CDG CEDEX 95747, France,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

AUSTRO CONTROL OSTERREICHISCHE GESELLSCHAFT FUR ZIVILLUFTFAHRT MBH (Austro Control), PIC 998956635, established in SCHNIRCHGASSE 17, WIEN 1030, Austria,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

HRVATSKA KONTROLA ZRACNE PLOVIDBE DOO (Croatia Control), PIC 924128216,
established in RUDOLFA FIZIRA 2, VELIKA GORICA 10410, Croatia,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR
NAVIGATION (EUROCONTROL) **and the European Climate, Infrastructure and Environment
Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers
delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

DEUTSCHE LUFTHANSA AKTIENGESELLSCHAFT (Lufthansa), PIC 999965532,
established in VENLOER STRASSE 151-153, KOLN 50672, Germany,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) **and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

DFS DEUTSCHE FLUGSICHERUNG GMBH (DFS), PIC 999936820, established in AM DFS CAMPUS 10, LANGEN 63225, Germany,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

DIRECTION DES SERVICES DE LA NAVIGATION AERIENNE (DSNA), PIC 928673636,
established in 50 RUE HENRY FARMAN, PARIS 75720, France,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR
NAVIGATION (EUROCONTROL) **and the European Climate, Infrastructure and Environment
Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers
delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

EASYJET EUROPE AIRLINE GMBH (EEAG), PIC 888316786, established in WAGRAMER STRASSE 19 IZD TOWER 11 S, VIENNA 1220, Austria,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

ENAIRE (ENAIRE), PIC 997701843, established in AVENIDA DE ARAGON S/N BLOQUE 330, PORTAL 2 PARQUE EMPRESARIAL LAS MERCEDES, MADRID 28022, Spain,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

ENAV SPA (ENAV), PIC 998197513, established in VIA SALARIA 716, ROMA 00138, Italy,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) **and** the **European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

HUNGAROCONTROL MAGYAR LEGIFORGALMISZOLGALAT ZARTKORUEN MUKODO RESZVENYTARSASAG (HUNGAROCONTROL), PIC 941767472, established in IGLO UTCA 33 35, BUDAPEST 1185, Hungary,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

THE IRISH AIR NAVIGATION SERVICE (AIRNAV Ireland), PIC 881850281, established in THE TIMES BUILDING D'OLIER STREET, DUBLIN D02 T449, Ireland,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

LUFTFARTSVERKET (LFV), PIC 942346077, established in HOSPITALSGATAN 30, NORRKOPING 602 27, Sweden,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

NAVEGACAO AEREA DE PORTUGAL - NAV PORTUGAL EPE (NAV PORTUGAL), PIC 955596471, established in RUA D EDIFICIO 121 AEROPORTO DE, LISBOA 1700 008, Portugal,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

NAVIAIR (NAVIAIR), PIC 923671249, established in NAVIAIR ALLE 1, KASTRUP 2770, Denmark,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

POLSKA AGENCJA ZEGLUGI POWIETRZNEJ (PANSA), PIC 995562023, established in UL. WIEZOWA 8, WARSZAWA 02 147, Poland,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

ADMINISTRATIA ROMANA A SERVICIILOR DE TRAFIC AERIAN (ROMATSA), PIC 953538325, established in BLD ION IONESCU DE LA BRAD 10, BUCURESTI 013813, Romania,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

RYANAIR DESIGNATED ACTIVITY COMPANY (RYANAIR), PIC 913857177, established in RYANAIR DUBLIN OFFICE AIRSIDE BUSINESS PARK, SWORDS DUBLIN, Ireland,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) **and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

DARJAVNO PREDPRIYATIE RAKOVODSTVO NA VAZDUSHNOTO DVIJENIE TPP (BULATSA), PIC 958046400, established in BRUSSELS BOULEVARD 1, SOFIA 1540, Bulgaria,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) **and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

BRUSSELS AIRPORT COMPANY (BAC), PIC 928928649, established in AUGUST REYERSLAAN 80, BRUSSEL 1030, Belgium,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) **and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

SWEDAVIA AB (SWED), PIC 984282281, established in SWEDAVIA, STOCKHOLM ARLANDA 190 45, Sweden,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) **and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

SOCIETA' PER AZIONI ESERCIZI AEROPORTUALI SEA (S.E.A.), PIC 986590687, established in PRESSO AEROPORTO LINATE, SEGRATE MI 20054, Italy,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) **and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

SCHIPHOL NEDERLAND BV (SNBV), PIC 999931388, established in EVERT VAN DE BEEKSTRAAT 202, LUCHTHAVEN SCHIPHOL 1118 ZG, Netherlands,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

FRAPORT AG FRANKFURT AIRPORT SERVICES WORLDWIDE (FRAPORT), PIC 983036413, established in FLUGHAFEN GEB 178, FRANKFURT AM MAIN 60547, Germany,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) **and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

FLUGHAFEN WIEN AG (VIE), PIC 953523290, established in FLUGHAFEN WIEN, WIEN 1300, Austria,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) **and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

FLUGHAFEN MUNCHEN GMBH (FMG), PIC 944977784, established in NORDALLEE 25, MUNCHEN 85356, Germany,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) **and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

DAA PUBLIC LIMITED COMPANY (DAA), PIC 884216887, established in THREE, THE GREEN DUBLIN AIRPORT CENTRAL, DUBLIN K67 X4X5, Ireland,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) **and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

AEROPORTS DE PARIS SA (ADP), PIC 957080474, established in 1 RUE DE FRANCE, TREMBLAY-EN-FRANCE 93290, France,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) **and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

AEROPORTS DE LA COTE D'AZUR SA (Côte d'Azur), PIC 892022477, established in RUE COSTE ET BELLONTE AEROPORT, NICE CEDEX 3 06206, France,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) **and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

AEROPORTI DI ROMA SPA (ADR), PIC 970508475, established in VIA PIER PAOLO RACCHETTI 1, FIUMICINO RM 00054, Italy,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) **and the European Climate, Infrastructure and Environment Executive Agency (CINEA)** ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

AENA S.M.E. SA (AENA), PIC 957048464, established in CALLE PEONIAS 12, MADRID 28042, Spain,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

RIZENI LETOVEHO PROVOZU CESKE REPUBLIKY STATNI PODNIK (ANS CR), PIC 954552363, established in JENEC NAVIGACNI 787, JENEC 252 61, Czechia,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

ASL Airlines Ireland Limited (ASL Airlines), PIC 879883121, established in 3 Malahide Road, Dublin K67 PP52, Ireland,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

AKCINE BENDROVE ORO NAVIGACIJA (ORO NAVIGACIJA), PIC 919915991, established in BALIO KARVELIO G. 25, VILNIUS LT-02184, Lithuania,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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

SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

CAE FLIGHT SERVICES AUSTRIA GMBH (CAE), PIC 884813728, established in EURO PLAZA GEBAUDE H LEHRBACHGASSE 11, WIEN 1120, Austria,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and mandates

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

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SIGNATURE

For the beneficiary

ANNEX 3

ACCESSION FORM FOR BENEFICIARIES

CAE Flight Services Poland SPOLKA Z OGRANICZONA ODPOWIEDZIALNOSCIA (CAE Poland), PIC 879878465, established in Księdza Józefa Tischnera 8, KRAKOW 30-418, Poland,

hereby agrees

to become beneficiary

in Agreement No 101175469 — 23-EU-TG-CLEAN ATM 2 ('the Agreement')

between EUROCONTROL - EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION (EUROCONTROL) and the European Climate, Infrastructure and Environment Executive Agency (CINEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

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

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SIGNATURE

For the beneficiary

ANNEX 4 CEF MGA — MULTI + MONO

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

Eligible ¹ costs (per budget category)															EU contribution ²				Revenues		
Direct costs													Indirect costs	Total costs	EU contribution to eligible costs			Total requested EU contribution	Income generated by the action		
A. Personnel costs		B. Subcontracting costs	C. Purchase costs			D. Other cost categories				E. Indirect costs ²	Funding rate % ³	Maximum EU contribution ⁴	Requested EU contribution								
Forms of funding	Actual costs	Unit costs (usual accounting practices)	Unit costs ⁵	Actual costs	C.1 Travel and subsistence			Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Flat-rate costs ⁶	f = a+b+c+d+e	[U] [V, W, X]	[g = f*U%] [g = (a1 + a2 + a3) * V% + b * V% + (c1a + c1b + c1c + c2 + c3) * V% + (d1a + d3 + d5) * V% + d2 * W% + d4 * X% + e * V%]	h	m	n
					Travel	Accommodation	Subsistence														
XX – [short name beneficiary/affiliated entity]																					
	a1	a2	a3	b	c1a	c1b	c1c	c2	c3	d1a	[d2]	[d3]	[d4]	[d5]	e = flat-rate * (a1 + a2 + a3 + b + c1a + c1b + c1c + c2 + c3 + d1a + d2) + d3 + d4 + d5	f = a+b+c+d+e	[U] [V, W, X]	[g = f*U%] [g = (a1 + a2 + a3) * V% + b * V% + (c1a + c1b + c1c + c2 + c3) * V% + (d1a + d3 + d5) * V% + d2 * W% + d4 * X% + e * V%]	h	m	n

The beneficiary/affiliated entity hereby confirms that:
 The information provided is complete, reliable and true.
 The costs and contributions declared are eligible (see Article 6).
 The costs and contributions can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 19, 20 and 25).
 For the last reporting period: that all the revenues have been declared (see Article 22).

¹ Please declare all eligible costs and contributions, even if they exceed the amounts indicated in the estimated budget (see Annex 2). Only amounts that were declared in your individual financial statements can be taken into account lateron, in order to replace costs/contributions that are found to be ineligible.

² See Article 6 for the eligibility conditions. All amounts must be expressed in EUR (see Article 21 for the conversion rules).

³ If you have also received an EU operating grant during this reporting period, you cannot claim indirect costs - unless you can demonstrate that the operating grant does not cover any costs of the action. This requires specific accounting tools. Please contact us immediately via the Funding & Tenders Portal for details.

⁴ See Data Sheet for the reimbursement rate(s).

⁵ This is the theoretical amount of EU contribution to costs that the system calculates automatically (by multiplying the reimbursement rates by the costs declared). The amount you request (in the column 'requested EU contribution') may be less.

⁶ See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

⁷ See Data Sheet for the flat-rate.

ANNEX 5

SPECIFIC RULES

CONFIDENTIALITY AND SECURITY (— ARTICLE 13)

Sensitive information with security recommendation

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

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

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

EU classified information

If EU classified information is used or generated by the action, it must be treated in accordance with the security classification guide (SCG) and security aspect letter (SAL) set out in Annex 1 and Decision 2015/444¹ and its implementing rules — until it is declassified.

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

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

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

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

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

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

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

- **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- **distribution to the public** in hard copies, in electronic or digital format, on the internet including social networks, as a downloadable or non-downloadable file
- **editing** or **redrafting** (including shortening, summarising, changing, correcting, cutting, inserting elements (e.g. meta-data, legends or other graphic, visual, audio or text elements) extracting parts (e.g. audio or video files), dividing into parts or use in a compilation
- **translation** (including inserting subtitles/dubbing) in all official languages of EU
- **storage** in paper, electronic or other form
- **archiving** in line with applicable document-management rules
- the right to authorise **third parties** to act on its behalf or sub-license to third parties, including if there is licensed background, any of the rights or modes of exploitation set out in this provision
- **processing**, analysing, aggregating the results and **producing derivative works**
- **disseminating** the results in widely accessible databases or indexes (such as through 'open access' or 'open data' portals or similar repositories, whether free of charge or not.

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

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

COMMUNICATION, DISSEMINATION AND VISIBILITY (— ARTICLE 17)

Communication and dissemination plan

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

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

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

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

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

Member State information

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

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

Implementation in case of restrictions due to security

Where the call conditions restrict participation or control due to security reasons, the beneficiaries must ensure that none of the entities that participate as affiliated entities, associated partners, subcontractors or recipients of financial support to third parties are established in countries which are not eligible countries or target countries set out in the call conditions (or are controlled by such countries or entities from such countries).

The beneficiaries must moreover ensure that any cooperation with entities established in countries which are not eligible countries or target countries set out in the call conditions (or are controlled by such countries or entities from such countries) does not affect the security interests and avoids potential negative effects over security of supply of inputs critical to the action.

Specific rules for digital infrastructure projects

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

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

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

Specific rules for ATM common projects

When implementing actions for the implementation of common projects established under Regulation (EU) No 409/2013², the beneficiaries must ensure that their actions comply with the deployment programme referred to in Article 11 of that Regulation (as published on the Europa website).

Durability

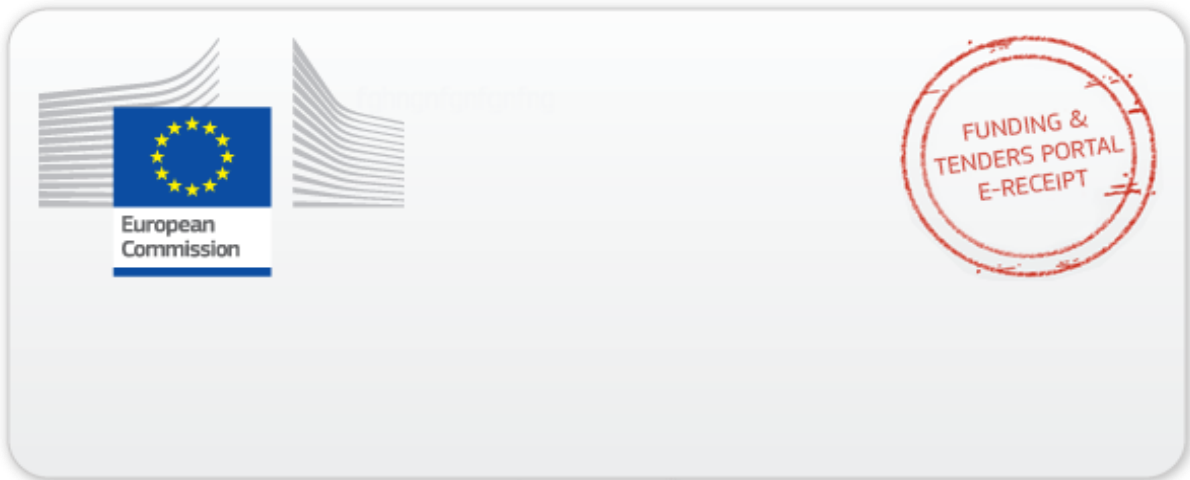
Unless exempted by the granting authority, the beneficiaries must commit to continue to use and maintain after the end of the action equipment bought and fully reimbursed by the action, for activities pursuing the action's objectives. Such equipment must be used for these purposes — for at least five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

Specific rules for blending operations

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

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

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



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