# ANNEX 2a

## ADDITIONAL INFORMATION ON UNIT COSTS AND CONTRIBUTIONS

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

Type: unit costs

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

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

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

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

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

# ANNEX 4

# MODEL FOR THE FINANCIAL STATEMENTS

ANNEX 4 HORIZON EUROPE 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[3]** | | **Funding rate %[3]** | **Maximum EU contribution[4]** | **Requested EU contribution** | | |
| | A.1 Employees (or equivalent)<br>A.2 Natural persons under direct contract<br>A.3 Seconded persons | | A.4 SME owners and natural persons beneficiaries | B. Subcontracting | C.1 Travel and subsistence | C.2 Equipment | C.3 Other goods, works and services | [ D.1 Financial support to third parties ] | D.2 Internally invoiced goods and services | [ D.3 Transnational access to research infrastructure unit costs ] | [ D.4 Virtual access to research infrastructure unit costs ] | [OPTION for HE EIC/EIT: D.5 PCP/PPI procurement costs ] | [OPTION for Euratom Programme Cofund Actions: D.6 Euratom Cofund staff mobility costs ] | [OPTION for HE ERC Grants: D.7 ERC additional funding ] | [OPTION for HE ERC Grants: D.8 ERC additional funding (sub-contracting, FSTP and internally invoiced goods and services) ] | E. Indirect costs | | | | | | |
| **Forms of funding** | Actual costs | Unit costs (usual accounting practices) | Unit costs[5] | Actual costs | Actual costs | Actual costs | Actual costs | [ Actual costs ] | Unit costs (usual accounting practices) | [ Unit costs[5] ] | [ Unit costs[5] ] | [ Actual costs ] | [ Unit costs[5] ] | [ Actual costs ] | [ Actual costs ] | Flat-rate costs[5] | | | | | |
| | a1 | a2 | a3 | b | c1 | c2 | c3 | [ d1a ] | d2 | [ d3 ] | [ d4 ] | [ d5 ] | [ d6 ] | [ d7 ] | [ d8 ] | ~~0,25 * (a1 + a2 + a3 + b + c1 + c2 + c3 + d1a + d2 + d3 + d4 [ + d5 ] + d6 [ + d7 ] + d8)~~<br>e = 0,25 * (a1 + a2 + a3 + b + c1 + c2 + c3 + d1a + d2 + d3 + d4 [ + d5 ] + d6 [ + d7 ] + d8) | f = a+b+c+d+e | U | q = f*U% | h | m | n |
| **ZZ – [short name beneficiary/affiliated entity]** | | | | | | | | | | | | | | | | | | | | | |

# ANNEX 5

# SPECIFIC RULES

## CONFIDENTIALITY AND SECURITY (— ARTICLE 13)

### Sensitive information with security recommendation

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

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

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

### EU classified information

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

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

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

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

## ETHICS (— ARTICLE 14)

### Ethics and research integrity

The beneficiaries must carry out the action in compliance with:

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

and

[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).

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

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

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

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

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

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

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

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

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

This implies compliance with the following principles:

- reliability in ensuring the quality of research reflected in the design, the methodology, the analysis and the use of resources
- honesty in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way
- respect for colleagues, research participants, society, ecosystems, cultural heritage and the environment
- accountability for the research from idea to publication, for its management and organisation, for training, supervision and mentoring, and for its wider impacts

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

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

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

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

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

## VALUES (— ARTICLE 14)

### Gender mainstreaming

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

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

### Definitions

Access rights — Rights to use results or background.

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

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

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

FAIR principles — ‘findability’, ‘accessibility’, ‘interoperability’ and ‘reusability’.

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

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

Research data management — The process within the research lifecycle that includes the organisation, storage, preservation, security, quality assurance, allocation of

persistent identifiers (PIDs) and rules and procedures for sharing of data including licensing.

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

**Scope of the obligations**

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

**Agreement on background — Background free from restrictions**

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

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

**Results free from restrictions**

Where the call conditions restrict control due to strategic interests reasons, the beneficiaries must ensure that the results of the action are not subject to control or other restrictions by a country (or entity from a country) which is not one of the eligible countries or target countries set out in the call conditions — unless otherwise agreed with the granting authority.

**Ownership of results**

Results are owned by the beneficiaries that generate them.

However, two or more beneficiaries own results jointly if:

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

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

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

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

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

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

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

**Protection of results**

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

**Exploitation of results**

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

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

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

*Additional exploitation obligations*

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

Where the call conditions impose additional exploitation obligations in case of a public emergency, the beneficiaries must (if requested by the granting authority) grant for a limited period of time specified in the request, non-exclusive licences — under fair and reasonable conditions — to their results to legal entities that need the results to address the public emergency and commit to rapidly and broadly exploit the resulting products and services at fair and reasonable conditions. This provision applies up to four years after the end of the action (see Data Sheet, Point 1).

*Additional information obligation relating to standards*

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

**Transfer and licensing of results**

*Transfer of ownership*

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

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

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

*Granting licences*

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

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

*Granting authority right to object to transfers or licensing — Metrology actions*

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

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

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

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

The granting authority may request additional information.

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

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

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

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

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

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

The request must:

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

The granting authority may request additional information.

**Access rights to results and background**

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

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

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

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

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

*Access rights for implementing the action*

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

- informed the other beneficiaries that access to its background is subject to restrictions, or

- agreed with the other beneficiaries that access would not be on a royalty-free basis.

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

*Access rights for exploiting the results*

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

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

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

*Access rights for entities under the same control*

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

- are established in an EU Member State or Horizon Europe associated country

- are under the direct or indirect control of another beneficiary, or under the same direct or indirect control as that beneficiary, or directly or indirectly controlling that beneficiary and

- need the access to exploit the results of that beneficiary.

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

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

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

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

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

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

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

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

*Additional access rights*

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

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

**Dissemination**

*Dissemination of results*

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

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

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

*Additional dissemination obligations*

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

**Open Science**

*Open science: open access to scientific publications*

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

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

- information is given via the repository about any research output or any other tools and instruments needed to validate the conclusions of the scientific publication.

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

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

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

*Open science: research data management*

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

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

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

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

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

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

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

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

*Open science: additional practices*

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

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

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

**Plan for the exploitation and dissemination of results including communication activities**

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

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

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

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

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

**Recruitment and working conditions for researchers**

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

- working conditions

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

- transparent recruitment processes based on merit, and

- career development.

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

**Specific rules for PCP and PPI procurements**

When implementing procurements in Pre-commercial Procurement (PCP) or Public Procurement of Innovative Solution (PPI) actions, the beneficiaries must respect the following conditions:

- avoid any conflict of interest and comply with the principles of transparency, non-discrimination, equal treatment, sound financial management, proportionality and competition rules

- assign the ownership of the intellectual property rights under the contracts to the contractors (for PPI procurements: unless there are exceptional overriding public interests which are duly justified in Annex 1), with the right of the buyers to access results — on a royalty-free basis — for their own use and to grant (or to require the contractors to grant) non-exclusive licences to third parties to exploit the results for them — under fair and reasonable conditions — without any right to sub-license

- allow for all communications to be made in English (and any additional languages chosen by the beneficiaries)

- ensure that prior information notices, contract notices and contract award notices contain information on the EU funding and a disclaimer that the EU is not participating as contracting authority in the procurement

- allow for the award of multiple procurement contracts within the same procedure (multiple sourcing)

- for procurements involving classified information: apply the security rules set out in Annex 5 mutatis mutandis to the contractors and the background and results of the contracts

- where the call conditions restrict participation or control due to strategic assets, interests, autonomy or security reasons: apply the restrictions set out in Annex 5 mutatis mutandis to the contractors and the results under the contracts

- where the call conditions impose a place of performance obligation: ensure that the part of the activities that is subject to the place of performance obligation is performed in the eligible countries or target countries set out in the call conditions

- to ensure reciprocal level of market access: where the WTO Government Procurement Agreement (GPA) does not apply, ensure that the participation in tendering procedures is open on equal terms to bidders from EU Member States and all countries with which the EU has an agreement in the field of public procurement under the conditions laid down in that agreement, including all Horizon Europe associated countries. Where the WTO GPA applies, ensure that tendering procedures are also open to bidders from states that have ratified this agreement, under the conditions laid down therein.

**Specific rules for Metrology Actions**

Metrology actions must contribute to the long-term implementation of the Metrology Partnership, the Metrology objectives and the exploitation of research and innovation results.

Moreover, the beneficiaries must comply with the additional IPR, dissemination and exploitation obligations set out in the call conditions (Article 16 and Annex 5), in particular:

- for all Metrology grants: the granting authority right to object to transfers or licensing also applies to results generated by beneficiaries not having received funding under the grant.

In addition to the obligations set out in Article 17, communication and dissemination activities as well as infrastructure, equipment or major results funded under Metrology actions must moreover display the granting authority's special logo:


and the following text:

> "The project has received funding from the European Partnership on Metrology, co-financed from the European Union's Horizon Europe Research and Innovation Programme and by the Participating States."

# Annex 6

## Model for the certificate on the financial statements (CFS)

*[To be filled out by the CFS auditor, printed on their own letterhead and signed (on paper). The scanned PDF should be submitted by the beneficiary (both for themselves and their affiliated entities)]*

### Terms of Reference

### 1. Background and subject matter

A certificate on the financial statements (CFS) must be provided for entities that participate as beneficiary or affiliated entities ('participants') in European Partnership on Metrology grants — provided that it is required under the Grant Agreement and that certain thresholds of declared expenditure are met (see Grant Agreement Data Sheet and Article 24.2).

The purpose of the CFS is to provide the granting authority with sufficient information to be able to assess whether costs that are declared on the basis of actual costs or costs according to usual cost accounting practices (if any) and, if relevant, also revenues comply with the conditions set out in the Grant Agreement.

### 2. Scope and applicable standards

The engagement is to perform specific **agreed-upon procedures** to verify the eligibility of the costs claimed under the Grant Agreement. It is not an assurance engagement; the auditor does not provide an audit opinion, nor express assurance.

The following standards apply:

- the International Standard on Related Services ('ISRS') 4400 (revised) *Agreed-upon Procedures Engagements* as issued by the International Auditing and Assurance Standards Board (IAASB)
- the *Code of Ethics for Professional Accountants* issued by the International Ethics Standards Board for Accountants (IESBA), including the independence requirements *(see explanations below)*.

Certificates must be issued according to the highest professional standards. The work must be planned in a way that effective verification can be performed. The auditor must use the evidence obtained from the procedures performed as the basis for the certificate. Matters which are important for the findings and evidence that the work was carried out in accordance with the Terms of Reference must be documented. The findings must be described in sufficient detail to enable the participant and the granting authority to ensure appropriate follow-up.

### 3. Auditors who may deliver a certificate

The participant is free to choose a **qualified external auditor**, including its usual external auditor, provided that:

- the auditor is **independent** from the participant and
- the provisions of **Directive 2006/43/EC**[1] (or similar standards) are complied with.

Although ISRS 4400 states that independence is not a requirement for engagements to carry out agreed-upon procedures, it is one of the qualities to ensure an unbiased approach and therefore required for CoMUC auditors. Compliance with the IESBA Code's independence requirements is therefore mandatory.

**Public bodies** can choose an external auditor or an independent public officer. In this case, independence is usually defined as independence 'in fact and in appearance' *(e.g. that the officer is not involved in drawing up the financial statements)*. It is for each public body to appoint the public officer and ensure their independence. The certificate should refer to this appointment.

The **CFS costs** themselves can be charged to the project and the choice of auditor should therefore comply with the minimum criteria on best value for money and no conflict of interest as set out in the Grant Agreement. If the participant uses their usual audit firm, it is presumed that they already have an agreement that complies with these provisions.

### 4. Procedures to be followed and expected results

The verifications should be undertaken on the basis of inquiry and analysis, (re)computation, comparison, other accuracy checks, observation, inspection of records and documents and by interviewing the participant (and the persons working for them).

The sample-based testing of transactions should be based on the confidence level following the basic systems checks. The sampling method (and size of the sample) should be explained.

General reference can also be made to the similar procedures under the EU Grants Indicative Audit Programme.

### 4.1 Basic systems checks

The auditor must obtain a basic understanding of the beneficiary's accounting system, time-recording system and usual practices.

For this purpose, the following documentation must be examined:

- the Grant Agreement (and amendments)
- the periodic reports and financial statements
- internal guidelines and procedures regarding usual accounting practices, purchasing practices, practices regarding travel and rules for giving financial support to third parties (if any).

The auditor must verify that:

- the accounting system is reliable, accurate, up-to-date and exhaustive

[1] 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).

- the participant has a double-entry book-keeping system
- the accounting system (analytical or other suitable internal system) makes it possible to identify costs and revenues linked to the EU project
- expenses/revenues under the grant have been recorded systematically using a numbering system that distinguishes them from expenses/income for other projects
- the time-recording system is reliable (time-declarations or other time-recording system)
- the usual practices are compatible with the requirements under the Grant Agreement and in line with national law.

**4.2 Verification of eligibility of the costs declared**

***Sample-based testing of transactions***

The auditor must assess the eligibility of the costs declared by testing transactions on a sample basis.

For this purpose, the following **documentation** must be examined:

- for personnel costs:
  - salary slips
  - time records/time sheets
  - employment contracts
  - proofs of payment and relevant accounting documents *(personnel accounts, bank statements , invoices, receipts, etc)*
  - other documents *(social security legislation, etc)*
- for subcontracting:
  - calls for tender (if any)
  - received tenders (if any)
  - justification for the choice of subcontractor
  - contracts with subcontractors
  - invoices
  - proofs of payment and relevant accounting documents
  - other documents *(national rules on public tendering if applicable, EU Directives, etc)*
- for travel and subsistence costs:
  - transport invoices and tickets (— only for actual costs)
  - proofs of payment and relevant accounting documents (— only for actual costs)

    - other documents *(proofs of attendance such as minutes of meetings, reports, etc)*

- for equipment costs:
    - invoices
    - delivery slips / certificates of first use
    - proofs of payment and relevant accounting documents
    - depreciation method of calculation
- for costs of other goods and services:
    - invoices
    - proofs of payment and relevant accounting documents
- for financial support to third parties:
    - proposals and project files of supported projects
    - for grants: grant agreements/decisions with the recipients of the support and acceptance forms (if applicable)
    - for prizes: rules of contest
    - expense claims
    - proofs of payment and relevant accounting documents.
- for specific cost categories: documents to be requested depend on the cost category.

The auditor must verify that the costs declared comply with the **general eligibility rules** set out in the Grant Agreement.

In particular, the costs must:

- be actually incurred
- be linked to the subject of the Grant Agreement and indicated in the beneficiary's estimated budget (i.e. the latest version of Annex 2)
- be necessary to implement the action which is the subject of the grant
- be reasonable and justified, and comply with the requirements of sound financial management, in particular as regards economy and efficiency[2]
- have been incurred during the action (duration as defined in the Grant Agreement), with the exception of the invoice for the audit certificate and costs relating to the submission of the last report
- not be covered by another EU or EURAMET grant *(see below ineligible costs)*

[2] To be assessed in particular on the basis of the procurement and selection procedures for service providers.

- be identifiable, verifiable and, in particular, recorded in the participant's accounting records and determined according to the applicable accounting standards of the country where it is established and its usual cost accounting practices
- comply with the requirements of applicable national laws on taxes, labour and social security
- be in accordance with the provisions of the Grant Agreement and
- have been converted to euro at the rate laid down in the Grant Agreement:
  - for participants with accounts established in a currency other than the euro:

    Costs incurred in another currency must be converted into euros at the average of the daily euro exchange rates published in the C series of the EU Official Journal determined over the corresponding reporting period.

    If no daily euro exchange rate is published in the EU Official Journal for the currency in question, the rate used must be the average of the monthly accounting exchange rates established by the European Commission and published on its website
  - for participants with accounts established in euro:

    Costs incurred in another currency should be converted into euros applying the participant's usual accounting practice.

The auditor must verify whether expenditure includes **VAT** and, if so, verify that the participant:

- cannot recover the VAT (this must be supported by a statement from the competent body) and
- is not a public body acting as a public authority.

In addition, the auditor must verify that the costs declared comply with the **specific cost eligibility rules** set out in the Grant Agreement.

*Personnel costs*

The auditor must verify that:

- personnel costs have been charged and paid in respect of the actual time devoted (including correct conversion to day-equivalents) by the participant's personnel to implementing the action justified on the basis of time sheets or other appropriate time-recording system (such as monthly declaration in accordance with the Grant Agreement)
- personnel costs (and the daily rate, if applicable) were calculated on the basis of gross salary, wages or fees (plus obligatory social charges and other supplementary payments, but excluding any other non-eligible costs) specified in an employment or other type of contract, not exceeding the average rates corresponding to the participant's usual policy on remuneration
- the work was carried out during the period of implementation of the action (duration as defined in the Grant Agreement)

- the personnel costs are not covered by another EU or EURAMET grant *(see below ineligible costs)*

- for supplementary payments: the conditions set out in the Grant Agreement are met (i.e. that it is part of the participant's usual remuneration practices and is paid in a consistent manner whenever the same kind of work or expertise is required and that the criteria used to calculate the supplementary payments are objective and generally applied by the participant, regardless of the source of funding used)

- for in-house consultants and seconded personnel: the conditions set out in the Grant Agreement are met (i.e. that the person works under conditions similar to those of an employee, that the result of the work carried out belongs to the participant (unless agreed otherwise), and that the costs are not significantly different from those for personnel performing similar tasks under an employment contract).

The auditor should verify that the management and accounting system ensures proper allocation of the personnel costs to various activities carried out by the participant and funded by various donors.

*Subcontracting costs*

The auditor must verify that:

- the subcontracting complies with best value for money (or lowest price) and that there was no conflict of interests

- the subcontracting was necessary to implement the action

- the subcontracting was provided for in Annex 1 and Annex 2 or agreed to by the granting authority at a later stage

- the subcontracting is supported by accounting documents in accordance with national accounting law

- public bodies have complied with the national rules on public procurement.

*Travel and subsistence costs*

The auditor must verify that travel and subsistence costs:

- have been charged and paid in accordance with the participant's internal rules/usual practices (or, in the absence of such rules/practices, that they do not exceed the scale normally accepted by the granting authority) (— only for actual costs)

- are not covered by another EU or EURAMET grant *(see below ineligible costs)*
- were incurred for travels linked to action tasks set out in Annex 1 of the Grant Agreement.

*Equipment costs*

The auditor must verify that:

- the equipment is purchased, rented or leased at normal market prices

- public bodies have complied with the national rules on public procurement

- the equipment is written off, depreciation has been calculated according to the applicable tax and accounting rules and only the portion of the depreciation

corresponding to the duration of the action has been declared (except if the Grant Agreement allows for full purchase costs)

- the costs are not covered by another EU or EURAMET grant *(see below ineligible costs)*.

*Costs of other goods and services*

The auditor must verify that:

- the purchase complies with best value for money (or lowest price) and that there was no conflict of interests
- public bodies have complied with the national rules on public procurement
- the costs are not covered by another EU or EURAMET grant *(see below ineligible costs)*.

*Costs of providing financial support to third parties (if applicable)*

The auditor must obtain the details and breakdown of the costs of providing financial support to third parties and sample cost items selected randomly (full coverage is required if there are fewer than 10 items, otherwise the sample should have a minimum of 10 items or 10% of the total, whichever number is highest).

The auditor must verify that:

- the maximum amount of financial support for each third party did not exceed the maximum amount fixed in the Grant Agreement (or otherwise agreed with the granting authority)
- the other conditions set out in the Grant Agreement were respected.

*Specific cost categories (if applicable)*

The verifications for specific cost categories depend on the specific eligibility conditions set out in the Grant Agreement.

⚠ Specific cost categories based on unit costs, flat-rates or lump sum do not need to be checked. The CFS covers only cost categories on the basis of actual costs or costs according to usual cost accounting practices.

Finally, the auditor must verify that the beneficiary has not declared any costs that are explicitly declared **ineligible** under the Grant Agreement:

- costs relating to return on capital
- debt and debt service charges
- provisions for future losses or debts
- interest owed
- currency exchange losses
- bank costs charged by the participant's bank for payments under the Grant Agreement
- excessive or reckless expenditure

- deductible VAT
- VAT incurred by a public body acting as a public authority
- costs incurred during Grant Agreement suspension
- in-kind contributions provided by third parties free of charge
- costs or contributions declared under other EU or EURAMET grants (or grants awarded by a Member State, third country or other body implementing the EU budget), except for the following cases:
    - Synergy actions: if the grants are part of jointly coordinated Synergy calls and funding under the grants does not go above 100% of the costs and contributions declared to them
    - if the action grant is combined with an operating grant[3] running during the same period and the participant can demonstrate that the operating grant does not cover any (direct or indirect) costs of the action grant
- costs incurred for permanent staff of a national administration for activities that are part of its normal activities (i.e. not undertaken only because of the grant)
- costs incurred for staff or representatives of EU institutions, bodies or agencies
- place of performance obligation (if applicable): costs or contributions for activities that do not take place in one of the eligible countries set out in the call for proposals — unless approved by the granting authority
    - other ineligible costs (if applicable): [insert name of excluded cost category].

For detailed guidance on procedures for calculating eligible cost, *see the EU Grants AGA — Annotated Grant Agreement*.

### 4.3 Verification of revenues

The auditor must verify that the participant has declared revenues within the meaning of the Grant Agreement, i.e. income generated by the action *(e.g. from the sale of products, services and publications, conference fees)*.

## 5. Handling and follow-up of CFS findings

If the auditor finds discrepancies/exceptions, the cost item should normally not be included in the financial statement submitted to EURAMET (and does not need to be mentioned in this CFS).

If the issue cannot be rectified by excluding the costs from the financial statement or is of more serious systemic nature, it should be reported on in the CFS.

[3] 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".

Cases where the auditor has doubts, should also be reported. In addition, the auditor is requested to mention any general comments and other observations that may be relevant for the assessment (or its follow-up).

The CFS does not affect the granting authority's right to carry out its own assessment or audits. Neither does the reimbursement of costs covered by a certificate preclude the granting authority, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO) or the European Court of Auditors from carrying out checks, reviews, audits and investigations in accordance with the Grant Agreement. The CFS audit is not a full audit and does not give assurance about the legality and regularity of the costs declared.

# Certificate

To

[Organisation full name
address]

**We**, [**full name of the audit firm**], established in [full address/city/country], represented for signature of this certificate by [name and function of an authorised representative],

**hereby certify**

that the findings are the factual results of the agreed upon procedures performed, in particular that:

1 — We have verified the costs and revenues declared in the financial statement of [**organisation legal name (short name)**], PIC [number], under the European Partnership on Metrology Grant Agreement No [**insert number**] — [**insert acronym**], covering costs for the following reporting period(s): [**insert reporting period(s)**].

Total costs subject to this expenditure verification: EUR [insert number].

2 — The verification was carried out according to the standards and agreed procedures set out in the Terms of Reference.

3 — The verification found that the costs and revenues declared in the financial statements are compliant with the legal and financial provisions of the European Partnership on Metrology Grant Agreement.

| With the following exceptions:<br><br>[insert findings and corresponding amounts (if quantifiable)] |
|---|

| Additional observations and comments:<br><br>[insert additional information] |
|---|

4 — We are qualified/authorised to deliver this certificate *[(for additional information, see appendix to this certificate)]* and not subject to any conflict of interest.

5 — The beneficiary paid a **price** of EUR [insert amount]) (including VAT of EUR [insert amount]) for this audit certificate. *[OPTION 1:* These costs are eligible under the grant

and included in the financial statement.*][OPTION 2:* These costs were not charged to the grant.*]*

SIGNATURE

For the auditor

[forename/surname/function]

[signature]
[date] [stamp]