



AMENDMENT No. 2

FRAMEWORK PARTNERSHIP AGREEMENT

No. MOVE/E2-2014-717/SESAR FPA

The **European Union** (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), represented for the purposes of signature of this framework partnership agreement (hereinafter referred to as "Framework Agreement") by Ms Agnieszka Kazmierczak, Director of the DG MOVE/DG ENER Shared Resource Directorate, on the one part,

and the following **coordinating partners** acting as the Deployment Manager:

1. **NATS (En Route) plc ("NATS")**
Company number: 4129273
Official address: 4000 Parkway, Whiteley, Fareham, Hampshire, United Kingdom PO15 7FL
VAT number: GB 440 3794 56
represented for the purpose of the present Framework Agreement by Mr Martin Rolfe, in his capacity as Chief Executive Officer
2. **Société Air France, Société Anonyme ("Air France")**
Official registration No: 420 495 178 RCS BOBIGNY
Official address: 45 rue de Paris, 95747 Roissy CDG CEDEX, France
VAT number: 61 420 495 178
represented for the purpose of the present Framework Agreement by Mr Alain Bassil, in his capacity as Chief Operating Officer
3. **Österreichische Gesellschaft für Zivilluftfahrt mit beschränkter Haftung, limited liability company ("Austro Control")**
Registration number: 71000m
Official address: Schnirchgasse 11, A-1030 Wien, Austria
VAT number: ATU 37259408
represented for the purpose of the present Framework Agreement by Mr Heinz Sommerbauer, in his capacity as Chief Executive Officer and Mr Thomas Hoffmann, in his capacity as Chief Operating Officer
4. **Croatia Control Ltd. ("Croatia Control")**
Registration number: 080328617
Official address: Rudolfa Fizira 2, Velika Gorica, Croatia
VAT number: 33052761319

represented for the purpose of the present Framework Agreement by Mr Dragan Bilac, in his capacity as Director General

5. **Deutsche Lufthansa Aktiengesellschaft ("Lufthansa")**

Registration number: HR B 2168

Official address: Von-Gablenz-Strasse 2-6, D-50679 Köln

VAT number: DE 122 652 565

represented for the purpose of the present Framework Agreement by Mr Kay Kratky in his capacity as Chief Operating Officer and Mr Werner Knorr, in his capacity as Senior Vice President Operations Frankfurt

6. **The State of France, Ministry of ecology, sustainable development and energy, DGAC (Direction générale de l'aviation civile), DSNA (Direction des Services de la Navigation Aérienne), a government entity organised and existing under the laws of France ("DSNA")**

Official address: 50 rue Henry Farman, 75720 Paris cedex 15, France

represented for the purpose of the present Framework Agreement by Mr Maurice Georges, in his capacity as Director

7. **DFS DEUTSCHE FLUGSICHERUNG GmbH ("DFS")**

Registration number: HRB 34977

Official address: Am DFS Campus 10, Langen/ Hessen, D-63225

VAT number: DE114110232

represented for the purpose of the present Framework Agreement by Mr Klaus-Dieter Scheurle in his capacity as Chairman and Chief Executive Officer and Mr Robert Schickling in his capacity as Managing Director Operations

8. **easyJet Airline Company Limited ("easyJet")**

Company number: 3034606

Hangar 89, London, Luton Airport, Luton, Bedfordshire, LU2 9PF United Kingdom

VAT number: GB 745360825

represented for the purpose of the present Framework Agreement by Mr Warwick Brady, in his capacity as Chief Executive Officer

9. **ENAIRES, business public entity ("ENAIRES")**

Official address: Calle Arturo Soria, 109, 28043, Madrid, Spain

VAT number: ESQ 2822001J

represented for the purpose of the present Framework Agreement by Mr. Ángel Luis Arias Serrano, in his capacity as Director General

10. **ENAV S.p.A. ("ENAV")**

Registration number: 97016000586

Official address: Via Salaria 716, 00138, Rome, Italy

VAT number: 02152021008

represented for the purpose of the present Framework Agreement by Mrs Roberta Neri, in his capacity as Chief Executive Officer

11. British Airways plc ("British Airways")

Company number: 1777777

Official address: Waterside, PO Box 365, Harmondsworth, UB7 0GB, United Kingdom

VAT number: 222452988

represented for the purpose of the present Framework Agreement by Mr Garry Copeland, in his capacity as Managing Director of Combined Operations

12. Irish Aviation Authority, limited liability company (IAA)

Company number: 211082

Official address: Times Building, D'Olier street 11-12, Dublin 2, Ireland

VAT number: IE 8211082 B

represented for the purpose of the present Framework Agreement by Mr Philip Hughes, in his capacity as Director Commercial Technology and Training

13. Luftfartsverket, a state enterprise ("LFV")

Company number 202195-0795

Official address: Hospitalsgatan 30 Vikboplan, 601 79 Norrköping, Sweden

VAT number: SE 202100079501

represented for the purpose of the present Framework Agreement by Mr Olle Sundin, in his capacity as General Director

14. Naviair, a state owned company ("NAVIAIR")

Company number: 26059763

Official address: Naviair Allé 1, 2770 Kastrup, Denmark

VAT number: DK 26059763

represented for the purpose of the present Framework Agreement by Mr Morten Dambæk, in his capacity as Chief Executive Officer

15. Polish Air Navigation Services Agency, a state legal entity ("PANS")

Official address: Ul. Wieżowa 8, 02-147 Warszawa, Poland

VAT number: 5222838321

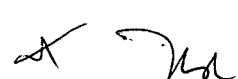
represented for the purpose of the present Framework Agreement by Mrs Mrs Magdalena Jaworska, in her capacity as President of Polish Air Navigation Services Agency

16. Sesar Related Deployment Airport Operators Grouping, EEIG ("SDAG")

Registration number: 0073682

Official address: Rue Montoyer 10, 1000 Brussels, Belgium

VAT number: BE 548 863 315



represented for the purpose of the present Framework Agreement by Mr Luc Laveyne, in his capacity as Managing Director

hereinafter collectively referred to as “the coordinator”, duly represented for the purpose of signature of this Amendment No. 2 to the Framework Agreement by Massimo Garbini, Managing Director of the Consortium SESAR Deployment Alliance, by virtue of the mandates included in Annex IX of the Framework Agreement,

and the following other **implementing partners**:

- (1) **Aéroports de Paris (ADP)** - established in France;
- (2) **Belgocontrol** (Belgocontrol) - established in Belgium;
- (3) **Brussels Airport Company NV/SA (BAC)** - established in Belgium;
- (4) **Business Integration Partners S.p.A. (BIP)** - established in Italy;
- (5) **Aéroports de la Côte d'Azur (ACA)** - established in France;
- (6) **European Organization for the Safety of Air Navigation** (Eurocontrol) (EUROCONTROL) - established in Belgium;
- (7) **Gatwick Airport Ltd (GAL)** - established in United Kingdom;
- (8) **Heathrow Airport Ltd (HAL)** - established in United Kingdom;
- (9) **Koninklijke Luchtvaart Maatschappij NV (KLM)** - established in Netherlands;
- (10) **Luchtverkeersleiding Nederland** (Air Traffic Control The Netherlands) (LVNL) - established in Netherlands;
- (11) **Romanian Air Traffic Services Administration (Romatsa RA) (ROMATSA)** - established in Romania;
- (12) **Royal Netherlands Meteorological Institute (KNMI)** - established in Netherlands;
- (13) **Københavns Lufthavne A/S (CPH)** - established in Denmark;
- (14) **Ryanair Ltd (Ryanair)** - established in Ireland;
- (15) **Schiphol Nederland BV (SNBV)** - established in Netherlands;
- (16) **Swedavia AB (Swedavia)** - established in Sweden;
- (17) **Frankfurt Airport Services Worldwide (Fraport AG) (Fraport AG)** - established in Germany;
- (18) **Flughafen Düsseldorf GmbH (FDG)** - established in Germany;
- (19) **Flughafen München GmbH (FMG)** - established in Germany;

- (20) **HungaroControl Air Navigation Services Pte Ltd Co.** (HungaroControl) - established in Hungary;
- (21) **Air Navigation Services of the Czech Republic** (ANS CR) - established in Czech Republic;
- (22) **Slovenian Air Navigation Services Ltd** (Slovenia Control) (SCL (KZPS)) - established in Slovenia;
- (23) **Bosnia and Herzegoviana Air Navigation Services Agency** (BHANSA) - established in Bosnia and Herzegovina;
- (24) **Letové Prevádzkové Služby SR, Státny Podnik** (LPS SR, š. p.) - established in Slovakia;
- (25) **Avinor Flysikring AS** (Avinor) - established in Norway;
- (26) **Estonian Air Navigation Services** (EANS) - established in Estonia;
- (27) **Finavia Corporation** (Finavia) - established in Finland;
- (28) **Hellenic Civil Aviation Authority** (HCAA) - established in Greece;
- (29) **SJSC Latvijas gaisa satiksme** (LSG) - established in Latvia;
- (30) **Navegação Aérea de Portugal** (NAV Portugal, E.P.E.) (NAV Portugal) - established in Portugal;
- (31) **Alitalia - Società Aerea Italiana S.p.A.** (Alitalia S.p.A.) - established in Italy;

duly represented by the coordinator by virtue of the mandates included in Annex IX for the signature of this Amendment No. 2 to the Framework Agreement,

on the other part,

Having regard to the above-mentioned Framework Agreement concluded between the Union and the beneficiaries on 5 December 2014.

Having regard to Amendment No.1 to the Framework Agreement by which Mr Massimo Garbini become the authorised representative of the partners on 9th February 2015;

Whereas following the call for proposals under the multi-annual work programme for grants in the field of the trans-European transport infrastructure under the Connecting Europe Facility for the period 2014-2020 (C(2014) 1921), 84 implementation projects were selected under the priority "Single European Sky-SESAR" and that, in accordance with the provisions of the call, the applicants for those projects, if selected, are required to join the SESAR Deployment Framework Partnership as partners by signing the Framework Agreement before signing the Specific Agreements for their projects;

Whereas it is necessary to update the Framework Agreement to reflect changes within the services of the Commission and the Agency;

Whereas it is necessary to update the General Conditions governing the Framework Agreement to adapt them to standard ones of the CEF programme;

Whereas it is necessary to adapt the model specific grant agreement for implementing projects in Annex IIIb to the Framework Agreement to the model published for the CEF Transport Call for proposals 2014;

HAVE AGREED AS FOLLOWS:

Article 1

The following entities join the Framework Agreement as implementing partners and accept all the terms and conditions thereunder:

- Aéroports de Paris (ADP);
- Belgocontrol (Belgocontrol);
- Brussels Airport Company NV/SA (BAC);
- Business Integration Partners S.p.A. (BIP);
- Aéroports de la Côte d'Azur (ACA);
- European Organization for the Safety of Air Navigation (EUROCONTROL);
- Gatwick Airport Ltd (GAL);
- Heathrow Airport Ltd (HAL);
- Koninklijke Luchtvaart Maatschappij NV (KLM);
- Luchtverkeersleiding Nederland (Air Traffic Control The Netherlands) (LVNL);
- Romanian Air Traffic Services Administration (Romatsa RA) (ROMATSA)
- Royal Netherlands Meteorological Institute (KNMI);
- Københavns Lufthavne A/S (CPH);
- Ryanair Ltd (Ryanair);
- Schiphol Nederland BV (SNBV);
- Swedavia AB (Swedavia);
- Frankfurt Airport Services Worldwide (Fraport AG);
- Flughafen Düsseldorf GmbH (FDG);
- Flughafen München GmbH (FMG);
- HungaroControl Air Navigation Services Pte Ltd Co. (HungaroControl);
- Air Navigation Services of the Czech Republic (ANS CR);
- Slovenian Air Navigation Services Ltd (Slovenia Control) (SCL (KZPS));
- Bosnia and Herzegoviana Air Navigation Services Agency (BHANSA)
- Letové Prevádzkové Služby SR, Státny Podnik (LPS SR, š. p.);
- Avinor Flysikring AS (Avinor);
- Estonian Air Navigation Services (EANS);
- Finavia Corporation (Finavia);
- Hellenic Civil Aviation Authority (HCAA);
- SJSC Latvijas gaisa satiksme (LGS);
- Navegação Aérea de Portugal (NAV Portugal, E.P.E.) (NAV Portugal);
- Alitalia - Società Aerea Italiana S.p.A. (Alitalia S.p.A.).

Article 2

The following provisions of the Framework Agreement are amended as follows:

1. The second bullet of Article I.3.1 is replaced by:

"- the Director of the Agency for the data received in relation to Specific Agreements for implementation projects."

2. Article I.3.2 is replaced with the following Article:

I.3.2 Communication details of the Commission and the Agency

Regarding the Framework Agreement and Specific Agreements for programme support actions:

Any communication addressed to the Commission related to technical matters shall be sent by post or e-mail to the following address:

European Commission
Directorate General for Mobility and Transport
Directorate E - Aviation and International Air Transport Affairs
Unit E.2 - Single European Sky
1040 Brussels, Belgium
E-mail address: MOVE-E2-SINGLE-SKY-UNIT@ec.europa.eu

Any communication addressed to the Commission related to financial matters shall be sent by post or e-mail to the following address:

European Commission
Directorate General for Mobility and Transport
Shared Resource Directorate
Unit SRD 3
1040 Brussels, Belgium
E-mail address: jean-claude.merciol@ec.europa.eu

Regarding Specific Agreements for implementation projects:

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

Innovation and Networks Executive Agency (INEA)
Department C - Connecting Europe Facility (CEF)
Unit INEA.C.03
B-1049 Brussels
Fax: +32(0)2 297 37 27
E-Mail addresses:
For general communication: inea@ec.europa.eu

For the submission of requests for payment, reports (except ASRs) and financial statements: inea@ec.europa.eu

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

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

TEN-Tec shall be accessed via the following URL: <https://webgate.ec.europa.eu/tentec/>

3. In Article II.16.4.1, the first paragraph is replaced with the following new text:

"Where a Specific Agreement is terminated, payments by the Commission shall be limited to the amount determined in accordance with Article II.25 on the basis of the eligible costs incurred by the partners and the actual level of implementation of the action on the date when the termination takes effect. Costs relating to current commitments, which are not due for execution until after the termination, shall not be taken into account. The coordinator shall have 60 days from the date when the termination of the Specific Agreement takes effect, as provided for in Articles II.16.1 and II.16.3.3, to produce a request for payment of the balance in accordance with Article II.23.2a or II.23.2c. If no request for payment of the balance is received within this time limit, the Commission shall not reimburse or cover any costs which are not included in a financial statement approved by it or which are not justified in a technical report or in an ASR or the final report approved by it. In accordance with Article II.26, the Commission shall recover any amount already paid, if its use is not substantiated by the technical reports or by ASRs or the final report and, where applicable, by the financial statements approved by the Commission."

4. In Article II.17.1, sub-paragraph (b) is replaced with the following new text:

- (b) financial penalties of 2% to 10% of the value of the estimated CEF contribution the partner concerned is entitled to receive, as indicated in the estimated budget set out in Annex II of the Specific Agreement concerned as last amended or, if the grant takes exclusively the form of a lump sum, of the maximum amount of the grant as set out in Article 3 of the Specific Agreement(s) the partner concerned is entitled to receive.

5. In Article II.19.2, sub-paragraph (h) is replaced with the following new text:

- (h) for CEF Transport appropriations except for Cohesion Fund appropriations: duties, taxes and charges paid by the partner, notably non-deductible value added tax (VAT), provided that they are included in eligible direct costs, and unless specified otherwise in the Special Conditions or in the Specific Agreement; for Cohesion Fund appropriations: duties, taxes and charges paid by the partner, notably non-recoverable value added tax (VAT) under national VAT legislation, provided that they are included in eligible direct costs.

6. In Article II.19.4, sub-paragraph (k) is replaced with the following new text:
 - (k) for CEF Transport appropriations except for Cohesion Fund appropriations: deductible VAT; for Cohesion Fund appropriations: recoverable VAT under national VAT legislation;
7. In Article II.22, the second bullet of the second paragraph is replaced with the following new text:
 - in case of grants for programme support actions, add costs relating to subcontracts not provided for in Annex I of the Specific Agreement, unless such additional subcontracts are approved in accordance with Article II.10.
8. In Article II.24.1, sub-paragraph (a) is replaced with the following new text:
 - (a) it is provided by an approved bank or an approved financial institution. The guarantee shall be denominated in euros. Where a beneficiary is established in a third country, the Agency may agree that a bank or a financial institution established in that third country may provide the guarantee if it considered that the bank or financial institution offers equivalent security and characteristics as those offered by a bank or financial institution established in a Member State. At the request of the coordinator and acceptance by the Agency, the financial guarantee may be replaced by a joint and several guarantee by a third party;
9. In Article II.24.2b, sub-paragraphs (b), (c) and (d) are replaced with the following new text:
 - (b) the total amount of previous pre-financing payments already made shall be deducted from the amount obtained in accordance with point (a);
 - (c) where the statement on the amount of the previous pre-financing payments used submitted in accordance with Article II.23.1b shows that less than 70 % of the total amount of the previous pre-financing payments already made has been used, the amount obtained in accordance with points (a) and (b) shall be reduced by the difference between the 70 % threshold and the amount used.
 - (d) the amount obtained in accordance with points (a), (b) and (c) shall be limited to the difference between the ceiling for pre-financing and interim payments set out in Article 4.1.3 of the Specific Agreement and the total amount of pre-financing and interim payments already made.
10. In Article II.24.3, sub-paragraph (a) is replaced with the following new text:
 - (a) the following amounts, which depend on the form of the grant, shall be added:
 - (i) where, in accordance with Article 3(a) of the Specific Agreement, the grant takes the form of the reimbursement of eligible costs, the amount obtained by application of the reimbursement rate(s) specified in that Article to the eligible costs of the action approved by the Commission for the concerned

reporting period(s) and the corresponding categories of costs, for the partners, affiliated entities and implementing bodies; if Article 4.1 of the Specific Agreement specifies another reimbursement rate, this other rate shall be applied instead;

- (ii) where, in accordance with Article 3(b) of the Specific Agreement, the grant takes the form of a unit contribution, the amount obtained by multiplying the unit contribution specified in that Article by the actual number of units approved by the Commission for the concerned reporting period(s) and for the corresponding partners, affiliated entities and implementing bodies;
- (iii) where, in accordance with Article 3(c) of the Specific Agreement, the grant takes the form of a lump sum contribution, the lump sum specified in that Article for the corresponding partner, affiliated entities and implementing bodies, subject to approval by the Commission of the proper implementation during the concerned reporting period(s) of the corresponding tasks or part of the action in accordance with Annex I of the Specific Agreement;
- (iv) where, in accordance with Article 3(d) of the Specific Agreement, the grant takes the form of a flat-rate contribution, the amount obtained by applying the flat rate referred to in that Article to the eligible costs or to the contribution accepted by the Commission for the concerned reporting period(s) and the corresponding partners, affiliated entities and implementing bodies.

11. In Article II.24.5, the last paragraph is replaced with the following new text:

"Where the time limit for payment has been suspended following the rejection of one of the technical reports or ASRs, the final report or one of the financial statements provided for by Article II.23 and the new report or statement submitted is also rejected, the Commission reserves the right to terminate the Specific Agreement in accordance with Article II.16.3.2(c), with the effects described in Article II.16.4."

12. In Article II.25,1 sub-paragraphs (a) and (b) are replaced with the following new text:

- (a) where, in accordance with Article 3(a) of the Specific Agreement, the grant to the partners, its affiliated entities or its implementing bodies takes the form of the reimbursement of eligible costs, the amount obtained by application of the reimbursement rate(s) specified in that Article to the eligible costs approved by the Commission for the corresponding categories of costs and activities;
- (b) where, in accordance with Article 3(b) of the Specific Agreement, the grant takes the form of a unit contribution, the amount obtained by multiplying the unit contribution specified in that Article by the actual number of units approved by the Commission for the corresponding partners, affiliated entities and implementing bodies;

13. In Article II.27.8, the last paragraph is replaced with the following new text:

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

14. Annexes IIIb, IVb, Vb, VIb and IX are replaced, respectively, with the new Annexes IIIb, IVb, Vb, VIb and IX attached to this Amendment N° 2.

Article 3

All the other provisions of the Framework Agreement shall remain unchanged.

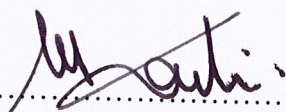
Article 4

The present Amendment No. 2 shall form an integral part of the Framework Agreement and it shall enter into force on the date on which it is signed by the last party.

SIGNATURES

For the coordinator,

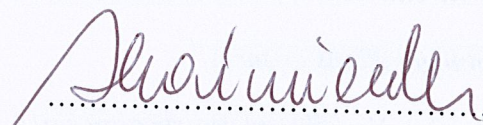
Massimo Garbini
Managing Director
Consortium SESAR Deployment Alliance


.....

Done at Brussels,

For the Commission,

Agnieszka Kazmierczak
Director
DG MOVE/DG ENER Shared Resource
Directorate


.....

Done at Brussels, ...19.11. 2015.....

In duplicate in English

ANNEX IIIb

MODEL SPECIFIC GRANT AGREEMENT FOR IMPLEMENTATION PROJECTS

SPECIFIC AGREEMENT No/...

UNDER FRAMEWORK PARTNERSHIP AGREEMENT

No. MOVE/E2-2014-717/SESAR FPA

This Specific grant agreement (hereinafter referred to as "the Specific Agreement") is concluded between:

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

on the one part,

and the following coordinating partners acting as the Deployment Manager:

1. [full official name] [(ACRONYM or short name)]

*[official legal status or form]*¹

*[Registration No [official registration No]]*²

[official address in full]

[VAT No [VAT number]],

2. [full official name] [(ACRONYM or short name)]

*[official legal status or form]*³

*[Registration No [official registration No]]*⁴

¹ To be deleted or filled in according to the "Legal Entity" form

² To be deleted or filled in according to the "Legal Entity" form

³ To be deleted or filled in according to the "Legal Entity" form

⁴ To be deleted or filled in according to the "Legal Entity" form

[official address in full]

[VAT No [VAT number]],

[idem for each coordinating partner]

hereinafter collectively referred to as "the coordinator", represented for the purpose of signature of this Specific Agreement by [function, forename and surname, company], if applicable⁵, by virtue of the mandate[s] included in Annex IV of the Framework Partnership Agreement

and the following other implementing partners:

3. [full official name (*ACRONYM or short name*)]- established in [country]]

4. [full official name (*ACRONYM or short name*)]- established in [country]]

[idem for each implementing partner]

duly represented by the coordinator by virtue of the mandate[s] included in Annex IX of the Framework Partnership Agreement,

on the other part,

The following annexes form an integral part of the Specific Agreement:

Annex I Description of the action

Annex II Estimated budget of the action

ARTICLE 1 – SUBJECT MATTER OF THE SPECIFIC AGREEMENT

The Specific Agreement is concluded in the context of the partnership established between the parties. It is drawn up in accordance with the relevant terms of framework partnership agreement No [...] signed between the Commission and the partners (coordinating as well as implementing partners) on [insert the date on which the last party has signed the Framework Agreement] (hereinafter referred to as "the Framework Agreement").

The Commission has decided to award a grant ("specific grant for an action"), under the terms and conditions set out in the Specific Agreement and the Framework Agreement, for the action entitled [insert title of the action in bold]⁶ ("the action"), action number [insert number of the action in bold] as described in Annex I.

⁵ The partner from which originates the legal representative does not provide a mandate.

⁶ The action number shall correspond to the proposal code (as issued by TENtec).

With the signature of the Specific Agreement, the partners accept the grant and agree to implement the action in accordance with the terms and conditions of the Specific Agreement and the Framework Agreement, acting on their own responsibility.

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

- 2.1 The Specific Agreement shall enter into force on the date on which the last party signs.
- 2.2 The action shall run from *[the first day [of the month] following the date when the last party signs the Specific Agreement] [insert date]*⁷ (“the starting date”) until *[insert date]* (“the completion date”).

ARTICLE 3 - MAXIMUM AMOUNT AND FORM OF THE GRANT

The grant for the action shall be of a **maximum amount of EUR [...]**

The grant shall take the form of⁸:

- (a) *[Option if there is a single reimbursement rate for the action: the reimbursement of [...]% of the eligible costs of the action ("reimbursement of eligible costs"), which are estimated at EUR [...]*⁹ *and which are:*
- (i) *[actually incurred ("reimbursement of actual costs") for the [following categories of costs] [direct costs of the following activities] [for [each of] the [following] partners] [[and] affiliated entities] [[and] implementing bodies]: [...]] [reimbursement of actual costs: not applicable]*

⁷ Such date shall be later than the date of entry into force of the Framework Agreement unless authorised otherwise by the authorising officer, if the applicant can demonstrate the need to start the action before the entry into force of the grant Framework Agreement. In any case the indicated date should not be earlier than the date of the submission of the grant application (Article 130 FR post revision). By way of exception, the Calls for proposals resulting from the first CEF annual and multi-annual work programmes may provide for a starting date of the action and costs eligibility period as from 1/01/2014, in line with Article 8(2) CEF.

⁸ Please complete the form(s) which apply/ies to your grant in point (a), indents (i) to (v), point (b), point (c) and point (d). In case one of the forms is not used please leave in reference to the option for the sake of cross-references and simply indicate that they are not applicable (ex.: (a)(v) reimbursement of costs declared on the basis of the partner 's usual cost accounting practices: not applicable). Please put the form(s) which apply/ies in bold.

⁹ Insert the amount of total estimated eligible costs for the action.



- (ii) *[declared on the basis of an amount of EUR [...] per [unit] ("reimbursement of unit costs") for the [following categories of costs] [for [each of] the [following] partners] [[and] affiliated entities] [[and] implementing bodies]: [...]] [reimbursement of unit costs: not applicable]*
- (iii) *[declared on the basis of a lump sum of EUR [...]] ("reimbursement of lump sum costs") for the [following categories of costs] [[for [each of] the [following] partners] [[and] affiliated entities] [[and] implementing bodies]: [...]] [reimbursement of lump sum costs: not applicable]*
- (iv) *[declared on the basis of a flat-rate of [...] % of the eligible [direct][other] costs ("reimbursement of flat-rate costs") [for the [following categories of costs] [for [each of] the [following] partners] [[and] affiliated entities] [[and] implementing bodies]: [...]] [reimbursement of flat-rate costs: not applicable]*
- (v) *[declared on the basis of [an amount per [unit]][a lump sum][a flat-rate] calculated in accordance with the partner's usual cost accounting practices ("reimbursement of costs declared on the basis of the partner's usual cost accounting practices") for the [following categories of costs] [for [each of] the [following] partners] [[and] affiliated entities] [[and] implementing bodies]: [...]] [reimbursement of costs declared on the basis of the partner's usual cost accounting practices: not applicable]*
- (a) *[Option if there are several reimbursement rates for the action: the reimbursement of the eligible costs of the action ("reimbursement of eligible costs"), which are estimated at EUR [...], according to the following conditions:*
 - (a1) *Reimbursement of [...] % the eligible costs for the [following categories of costs] [direct costs of the following activities] [for [each of] the [following] partners] [[and] affiliated entities] [[and] implementing bodies]: [...]] which are*
 - (i) *[actually incurred ("reimbursement of actual costs") [for the [following categories of costs] [for [each of] the [following] partners] [[and] affiliated entities] [[and] implementing bodies]: [...]] [reimbursement of actual costs: not applicable]*
 - (ii) *[declared on the basis of an amount of EUR [...] per [unit] ("reimbursement of unit costs") [for the [following categories of costs] [for [each of] the [following] partners] [[and] affiliated entities] [[and] implementing bodies]: [...]] [reimbursement of unit costs: not applicable]*
 - (iii) *[declared on the basis of a lump sum of EUR [...]] ("reimbursement of lump sum costs") for the [following categories of costs] [[for [each of] the [following] partners] [[and] affiliated entities] [[and] implementing bodies]: [...]] [reimbursement of lump sum costs: not applicable]*
 - (iv) *[declared on the basis of a flat-rate of [...] % of the eligible [direct][other]*

costs ("reimbursement of flat-rate costs") for the [following categories of costs] [for [each of] the [following] partners] [[and] affiliated entities]: [...]]
[reimbursement of flat-rate costs: not applicable]

- (v) [declared on the basis of [an amount per [unit]] [a lump sum] [a flat-rate] calculated in accordance with the partner's usual cost accounting practices ("reimbursement of costs declared on the basis of the partner's usual cost accounting practices") for the [following categories of costs] [for [each of] the [following] partners] [[and] affiliated entities] [[and] implementing bodies]: [...]] [reimbursement of costs declared on the basis of the partner's usual cost accounting practices: not applicable]

(a2) Reimbursement of [...] % the eligible costs for the [following categories of costs] [direct costs of the following activities] [for [each of] the [following] partners] [[and] affiliated entities] [[and] implementing bodies]: [...] which are

- (i) [actually incurred ("reimbursement of actual costs") for the [following categories of costs] [for [each of] the [following] partners] [[and] affiliated entities] [[and] implementing bodies]: [...]] [reimbursement of actual costs: not applicable]
- (ii) [declared on the basis of an amount of EUR [...] per [unit] ("reimbursement of unit costs") for the [following categories of costs] [for [each of] the [following] partners] [[and] affiliated entities] [[and] implementing bodies]: [...]] [reimbursement of unit costs: not applicable]
- (iii) [declared on the basis of a lump sum of EUR [...]] ("reimbursement of lump sum costs") for the [following categories of costs] [[for [each of] the [following] partners] [[and] affiliated entities] [[and] implementing bodies]: [...]] [reimbursement of lump sum costs: not applicable]
- (iv) [declared on the basis of a flat-rate of [...] % of the eligible [direct] [other] costs ("reimbursement of flat-rate costs") for the [following categories of costs] [for [each of] the [following] partners] [[and] affiliated entities]: [...]] [reimbursement of flat-rate costs: not applicable]
- (v) [declared on the basis of [an amount per [unit]] [a lump sum] [a flat-rate] calculated in accordance with the partner's usual cost accounting practices ("reimbursement of costs declared on the basis of the partner's usual cost accounting practices") for the [following categories of costs] [for [each of] the [following] partners] [[and] affiliated entities] [[and] implementing bodies]: [...]] [reimbursement of costs declared on the basis of the partner's usual cost accounting practices: not applicable]

(aN) [idem for each reimbursement rate]]

[Reimbursement of eligible costs: not applicable]

- (b) *[A unit contribution of EUR [...] per [unit] ("unit contribution") [to cover the following categories of eligible costs] [for [each of] the [following] partners] [[and] affiliated entities] [[and] implementing bodies]: [...]] [unit contribution: not applicable]*
- (c) *[A lump sum contribution of EUR [...] ("lump sum contribution") [to cover the following categories of eligible costs] [for [each of] the [following] partners] [[and] affiliated entities] [[and] implementing bodies]: [...]] [lump sum contribution: not applicable]*
- (d) *[A flat-rate contribution of [...] % of the [eligible [direct][other] costs] [[unit] [lump sum] contribution to the eligible [direct][other] costs] ("flat-rate contribution") [to cover the following categories of costs] [for [each of] the [following] partners] [[and] affiliated entities] [[and] implementing bodies]: [...]] [flat-rate contribution: not applicable]*

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

4.1 Reporting periods and payments

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

4.1.1 Reporting periods

The action is divided into the following reporting periods:

- Reporting period 1 from the starting date of the action to 31 December [year N];
- Reporting period 2 from 1 January [year N+1] to 31 December [year N+1];
- Reporting period 3 from 1 January [year N+2] to 31 December [year N+2];
- [...];
- Last reporting period from 1 January [year N+X] to the completion date of the action.

4.1.2 Payments

[For actions with one single pre-financing payment:

[Upon entry into force of the Specific Agreement,][Following [insert a date later than the date of the entry into force of the Specific Agreement]], the Agency shall make the pre-financing payment of [EUR [...]] [[...]] % of the maximum grant amount specified in Article 3] to the coordinator in accordance with Article II.24.1 of the Framework Agreement[, subject to the receipt [of a request for pre-financing payment [to be submitted within [...]]

days from the entry into force of the Specific Agreement]] [and] [of a guarantee of [EUR [...] [an amount equal to the pre-financing to be paid]].

[For actions with several pre-financing payments:

[Upon entry into force of the Specific Agreement][Following [insert a date later than the date of the entry into force of the Specific Agreement]], the Agency shall make a first pre-financing payment equivalent to [EUR [...]] [[...]]% of the amount of the first annual instalment of the maximum CEF contribution as indicated in Annex II of the Specific Agreement] to the coordinator in accordance with Article II.24.1[, subject to the receipt [of a request for pre-financing payment [to be submitted within [...] days from the entry into force of the Specific Agreement]] [and] [of a guarantee of [EUR [...]] [an amount equal to the first pre-financing payment to be made]].

At the end of each reporting period, except the last reporting period, the coordinator may submit a request for further pre-financing payment in accordance with Article II.23.1b of the Framework Agreement. The further pre-financing payment shall be calculated on the basis of [...] % of the cumulated financing needs and in accordance with Article II.24.2b of the Framework Agreement. The Agency shall make the further pre-financing payment to the coordinator in accordance with Article II.24.2b of the Framework Agreement[, subject to the receipt of a further guarantee of an amount equal to the further pre-financing payment to be made].

[Option for actions with interim payments:

At the end of at least every two reporting periods, the coordinator shall submit a request for interim payment in accordance with Article II.23.2b of the Framework Agreement. The Agency shall make an interim payment to the coordinator in accordance with Article II.24.3 of the Framework Agreement.]

At the end of the last reporting period, the coordinator shall submit the request for payment of the balance in accordance with Article II.23.2c of the Framework Agreement. The Agency shall make the payment of the balance to the coordinator in accordance with Article II.24.4 of the Framework Agreement.]

[Option for actions with interim payments:

4.1.3. Ceiling for pre-financing and interim payments

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

4.2 Time limit for payments

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

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

All requests for payments, reports and financial statements shall be submitted in *[language]*.

The Action Status Report referred to in Article II.23.1b of the Framework Agreement shall be submitted via TEN-Tec.

Other documents or, if applicable, scanned copies of the original signed paper versions and electronic files, shall be sent via e-mail to the address of the Agency specified in Article I.3.2 of the Framework Agreement.

ARTICLE 5 – BANK ACCOUNT FOR PAYMENTS

All payments shall be made to the coordinator's bank account as indicated below:

Name of bank: *[...]*

Address of branch: *[...]*

Precise denomination of the account holder: *[...]*

Full account number (including bank codes): *[...]*

*[IBAN]/[BIC]/[SWIFT] code: [...]*¹⁰

ARTICLE 6 – ENTITIES AFFILIATED TO THE PARTNER¹¹

[If affiliated entities are designated by one of more partner (as authorised in the Call for proposals):

For the purpose of the Specific Agreement the following entities are considered as affiliated entities:

- *[name of the entity]*, affiliated to *[name or acronym of the partner]*;
- *[name of the entity]*, affiliated to *[name or acronym of the partner]*;

[idem for further affiliated entities]

¹⁰ BIC or SWIFT code applies to for countries where the IBAN code does not apply.

¹¹ Please include this provision if the partners would involve different affiliated entities in the implementation of the different specific action grants. In this case please delete the similar provision related to affiliated entities from the Framework Agreement.

[otherwise: Not applicable.]

ARTICLE 7 - IMPLEMENTING BODIES DESIGNATED BY THE PARTNERS¹²

[If no Member State or international organisation is a partner or if recourse to an implementing body is not foreseen:

Not applicable]

[If a Member State or an international organisation is a partner and it foresees recourse to an implementing body:

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

- *[[name of the entity], designated by [name or acronym of the partner]][the contractor(s) to be designated by [name or acronym of the partner], if the contract with that contractor is awarded in accordance with Article II.9.2 of the Framework Agreement];*
- *[[name of the entity], designated by [name or acronym of the partner]] [the contractor(s) to be designated by [name or acronym of the partner], if the contract with that contractor is awarded in accordance with Article II.9.2 of the Framework Agreement];*

[idem for further implementing bodies].]

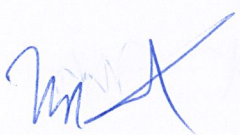
ARTICLE 8 – ADDITIONAL PROVISIONS ON REIMBURSEMENT OF COSTS DECLARED ON THE BASIS OF THE PARTNER'S USUAL COST ACCOUNTING PRACTICES

[If the grant takes the form of the reimbursement of unit costs, lump sum costs or flat-rate costs:

In addition to the conditions set out in Article II.20.5 of the Framework Agreement, where, in accordance with point (v) of Article 3(a)[(a1)[,][and] (a2) [and (aN)]]¹³, the grant takes the form of the reimbursement of unit costs, lump sum costs or flat-rate costs declared by the partner on the basis of its usual cost accounting practices, the partner shall ensure that the cost accounting practices used are also in compliance with the following conditions: [...].]

¹² Please include this provision if the partners would involve different implementing bodies in the implementation of the different specific action grants. In this case please delete the similar provision related to implementing bodies from the Framework Agreement.

¹³ Text in case several funding rates apply, in accordance with Article 3(a).



[If the grant does not take the form of the reimbursement of unit costs, lump sum costs or flat-rate costs:

Not applicable.]

[ARTICLE 9 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)]

[In addition to the provisions of Article II.8.3 of the Framework Agreement, the partners shall warrant that the Agency has the rights to:

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

[If the results of (parts of) the action are not vested in the partners:

By way of derogation from Article II.8.1 of the Framework Agreement, ownership of the results of [the action][the following activity as described in Annex I: [...]] [the following activities as described in Annex I: [...]], including industrial and intellectual property rights, and of the reports and other documents relating to it shall be vested in [official name, official address in full].]

[If no additional provisions are to be provided for:

Not applicable.]

ARTICLE 10 - INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE

[In case of low value grants (i.e. equal to or lower than 60,000 EUR¹⁴):

By way of derogation from Article II.25.3 of the Framework Agreement, the no-profit principle does not apply to the action.]

[Otherwise: Not applicable.]

ARTICLE 11 - INELIGIBILITY OF VALUE ADDED TAX

[If the Call for proposals provides for the ineligibility of VAT or for activities which are implemented by partners, which are public entities acting as public authorities, except for Cohesion Fund appropriations:

¹⁴ This ceiling applies to the grant allocated to the Action, not per partner.

By way of derogation from Article II.19.2(h) of the Framework Agreement, amounts of value added tax (VAT) paid are not eligible [under the Specific Agreement] [for the following [partner] [partners]: [name of partner(s) concerned] [and] [for the following activities as described in Annex I: [...]].]¹⁵

[Otherwise: Not applicable.]

ARTICLE 12 - SPECIAL PROVISIONS ON ELIGIBLE COSTS

[For Cohesion Fund appropriations for grants given in the form of an interest rate subsidy or guarantee fee subsidy:

By way of derogation from point (d) of Article II.19.4 of the Framework Agreement, interest on debt may be eligible.]

[For Cohesion Fund appropriations:

By way of derogation from point (l) of Article II.19.4 of the Framework Agreement, the following costs may be eligible:

- (i) costs of purchase of land not built on and land built on, up to [10]¹⁶ % of the total eligible costs of the action,
- (ii) costs of purchase of derelict sites and purchase of sites formerly in industrial use which comprise buildings, up to [15]¹⁷ % of the total eligible costs of the action.]

[For CEF-Transport not related to Cohesion Fund appropriations and Cohesion Fund appropriations for grants NOT taking the forms of an interest rate subsidy and guarantee fee subsidy:

Not applicable.]

ARTICLE 13 – WAIVING OF THE OBLIGATION TO PROVIDE CERTIFICATES ON THE FINANCIAL STATEMENTS

[If the Authorising Officer by Delegation (AOD) has waived the obligation for the

¹⁵ To be added where the call for proposals provides for ineligibility of VAT or where the activities supported through the grant are activities engaged in as a public authority by the beneficiary where it is a State, regional or local government authority or another body governed by public law.

¹⁶ Ceiling by default in line with Article 69(3)(b) of Regulation (EU) No 1303/2013. However, in exceptional and duly justified cases, the limit may be raised above the aforementioned percentage for operations concerning environmental conservation.

¹⁷ To be added where the call for proposals provides for ineligibility of VAT or where the activities supported through the grant are activities engaged in as a public authority by the beneficiary where it is a State, regional or local government authority or another body governed by public law.

partner(s) to provide certificates on financial statements (CFS) further to a risk assessment¹⁸;

By way of derogation from Article II.23.2b and II.23.2c of the Framework Agreement, the *[[following] partners][[following] partner] [name of partner(s) concerned] [partners that are public bodies or international organisations]* shall not submit a certificate on the financial statements together with a request *[for interim payment or]* for the balance payment.]

[Otherwise: Not applicable.]

ARTICLE 14 - FINANCIAL SUPPORT TO THIRD PARTIES

[If the possibility to provide financial support to third parties is provided for in the Call for proposals or in an invitation to submit a proposal referred to in Article I.1.2 of the Framework Agreement:

Article II.11 of the Framework Agreement is applicable.]

[If the possibility to provide financial support to third parties is not provided for in the Call for proposals or in an invitation to submit a proposal referred to in Article I.1.2 of the Framework Agreement:

Article II.11 of the Framework Agreement is not applicable.]

ARTICLE 15 — IMPLEMENTATION OF ACTION TASKS BY PARTNERS NOT RECEIVING EU FUNDING¹⁹

[If one or more partner does not receive any EU funding:

The following *[partner][partners]* shall not receive EU funding:

- *[name of partner concerned];*

¹⁸ To be added where the authorising officer responsible decides to waive the obligation to provide a certificate on the financial statements and underlying accounts which is compulsory according to Article II.23.2, in the following cases (see Article 207(3) RAP):

- for partners which are public bodies or international organisations;
- for partners of multiple grants which have provided independent certification offering equivalent guarantees on the control system and methodology used to prepare their claims;
- where an audit has been or will be directly done by the Agency's own staff or by a body authorised to do so on its behalf.

¹⁹ Please include this provision if the partners not receiving EU funding are different in the implementation of the different specific action grants. In this case please delete the similar provision related to the partners not receiving EU funding from the Framework Agreement.

- *[idem for each partner not receiving EU funding]*.

The costs *[it]/[they]* incur[s] shall not be taken into consideration for determining the final amount of the grant in accordance with Article II.25 of the Framework Agreement.

Articles 3, 4, 5, 8, 10, 11, 12, 13 of the Specific Agreement and Articles II.9, II.10, II.11, II.13, II.19, II.20, II.21, II.22, II.23.2b, II.23.2c (b), (c) and (d), II.24 and II.26 of the Framework Agreement shall not apply to *[that partner]/[those partners]*.

In addition, *[it]/[they]* shall not be subject to financial audits and checks referred to in Article II.27 of the Framework Agreement.]

[If all partners are allocated EU funding in the Specific Agreement: Not applicable.]

SIGNATURES

For the coordinator
[function/forename/surname]

For the Agency
[forename/surname]

[signature]

[signature]

Done at *[place]*, *[date]*

Done at *[place]*, *[date]*

In duplicate in English



ANNEX I

(Model specific grant agreement for Implementation projects)

DESCRIPTION OF THE ACTION

ARTICLE I.1 – IMPLEMENTATION OF THE [TEN-E//TEN-T] NETWORK

The action contributes to the implementation of the *[comprehensive network²⁰ (node: [specify the node where relevant, e.g. 'inland port of Aalst (BE)'] [not applicable])] [core network (node: [specify the node where relevant, e.g. 'maritime port of Antwerp (BE)'] [not applicable])] [following pre-identified project on the core network²¹: [specify the relevant horizontal priority or pre-identified sections on core network corridors, e.g. 'Horizontal priority Single European Sky – SESAR system', 'section Gdynia - Katowice (rail)']²².]*

ARTICLE I.2 – LOCATION OF THE ACTION²³

I.2.1 Member State(s): [...] [not applicable]

I.2.2 Region(s) (using the NUTS2 nomenclature): [...] [not applicable]

I.2.3 Third country(ies): [...] [not applicable]

²⁰ As specified in Regulation (EU) No 1315/2013 (TEN-T Guidelines)

²¹ As listed in Part I of Annex I of Regulation (EU) No 1316/2013 (CEF Regulation)

²² One of the three following options should be chosen:

- comprehensive network (node: [insert node where relevant, e.g. 'inland port of Aalst (BE)']),

- core network (node: [insert node where relevant, e.g. 'maritime port of Antwerp (BE)']), or

- following pre-identified project on the core network: [relevant horizontal priority or pre-identified sections on core network corridors, e.g. 'Horizontal priority Single European Sky – SESAR system', 'section Gdynia - Katowice (rail)']

²³ For works, indicate the place of implementation of the action; for studies, indicate the countries/ regions concerned by the study.

ARTICLE I.3 – SCOPE AND OBJECTIVES OF THE ACTION

[insert a summary of the action including the main scope, goals and objectives and technical data (including for instance km, MVA, Bcm/y, kV and bar) of the action (e.g. see relevant text under section 'Summary of the action' in form A3.1 of the application form)]

ARTICLE I.4 – ACTIVITIES**I.4.1 Activities timetable**

Activity number	Activity title	Indicative start date	Indicative end date	Milestone number
1	[...]	[...]	[...]	[...]
N	[...]	[...]	[...]	[...]

I.4.2 Activities description

[insert a description of the foreseen tasks to be implemented under each activity (using the same subdivision into parts as listed in Article I.4.1), on the basis of the information provided in the application form]

Activity 1: [title of activity 1]

[detailed description of activity 1, and where relevant its sub-activities]

Activity N: [title of activity N]

[detailed description of activity N, and where relevant its sub-activities]

ARTICLE I.5 – MILESTONES AND MEANS OF VERIFICATION

Milestone number	Milestone description	Indicative completion date	Means of verification
1	[...]	[...]	[...]
N	[...]	[...]	[...]

ANNEX II

ESTIMATED BUDGET OF THE ACTION

Table 1: Planned sources of financing of the eligible costs of the action

Financing sources ²⁴	Amount of financial contribution to the action eligible costs (EUR)	Amount of financial contribution to the action eligible costs (EUR)
	[Partner 1]	[Partner N]
1. CEF-Transport financing	[...]	[...]
2. Partner's own resources ²⁵	[...]	[...]
of which:		
(a) EIB loan	[...]	[...]
3. State budget(s)	[...]	[...]
4. Regional/ local budget(s)	[...]	[...]
5. Income generated by the action	[...]	[...]
6. Other sources	[...]	[...]
TOTAL	[...]	[...]

²⁴ The following financing sources shall be considered as receipts within the meaning of Article II.25.3.2: CEF-Transport financing (point 1) and Income generated by the action (point 5). Contributions from the State budget(s) (point 3) or the regional / local budget(s) (point 4) shall only be considered as receipts if they are specifically assigned to the financing of the eligible costs of the action reimbursed by the Agency on an actual cost basis.

²⁵ Total amount, including the amount of possible EIB loan



Table 2: Indicative breakdown per activity [and per partner]²⁶ of estimated eligible costs of the action by activity (EUR)*[Option 1 – if a single pre-financing payment will be made]*

Activities	2014	2015	2016	2017	(...)	Total	Pro-rata share of the estimated eligible costs (%)
ELIGIBLE DIRECT COSTS							
Activity 1	[...]	[...]	[...]	[...]	[...]	[...]	[...]
[Partner 1]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
[Partner N]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
Activity N	[...]	[...]	[...]	[...]	[...]	[...]	[...]
[Partner 1]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
[Partner N]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
TOTAL ELIGIBLE DIRECT COSTS	[...]	[...]	[...]	[...]	[...]	[...]	[...]
[Partner 1]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
[Partner N]	[...]	[...]	[...]	[...]	[...]	[...]	[...]

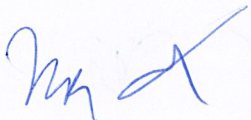
²⁶ Insert for multi-beneficiary grants

[Option 2 – if multiple pre-financing payments will be made]

Activities	2014	2015	2016	2017	(...)	Total	Pro-rata share of the estimated eligible costs (%)
ELIGIBLE DIRECT COSTS							
Activity 1							
[Partner 1]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
[Partner N]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
Activity N							
[Partner 1]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
[Partner N]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
TOTAL ELIGIBLE DIRECT COSTS	[...]	[...]	[...]	[...]	[...]	[...]	[...]
[Partner 1]							
[Partner N]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
	[...]	[...]	[...]	[...]	[...]	[...]	[...]
ANNUAL INSTALMENTS OF MAXIMUM CEF CONTRIBUTION							
[Partner 1]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
[Partner N]	[...]	[...]	[...]	[...]	[...]	[...]	[...]

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

	Estimated contribution	Pro-rata share of the maximum CEF contribution (%)
[Partner 1]		
[Partner N]		
Total		



ANNEX IVb
MODEL FINAL REPORT FOR IMPLEMENTATION PROJECTS

The template for final report as referred to in Article 4 of the Specific Agreement and Article II.23 are those provided by the Agency and are available on the Agency website at the following link:

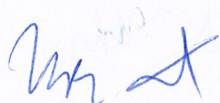
http://inea.ec.europa.eu/en/cef/cef_transport/beneficiaries_info_point/beneficiaries_info_point.htm

ANNEX Vb

MODEL FINANCIAL STATEMENT(S) FOR IMPLEMENTATION PROJECTS

The templates for financial statements as referred to in Article 4 of the Specific Agreement and Article II.23 are those provided by the Agency and are available on the Agency website at the following link:

http://inea.ec.europa.eu/en/cef/cef_transport/beneficiaries_info_point/beneficiaries_info_point.htm



ANNEX VIIb

MODEL TERMS OF REFERENCE FOR THE CERTIFICATE ON THE FINANCIAL STATEMENTS

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

http://inea.ec.europa.eu/en/cef/cef_transport/beneficiaries_info_point/beneficiaries_info_point.htm/

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

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

ANNEX IX

MANDATES

Handwritten signature

MANDATE

I, the undersigned,

Richard Deakin

representing,

NATS (En Route) plc ("NATS")

Company number: 4129273

Official address: 4000 Parkway, Whiteley, Fareham, Hampshire, United Kingdom PO15 7FL

VAT number: GB 440 3794 56

hereinafter referred to as "the partner",

for the purposes of the implementation of the Framework Partnership Agreement No. MOVE/E2-2014-717/SESAR FPA signed on 5 December 2014 with the European Commission (hereinafter referred to as "the Framework agreement") and the signature and implementation of any specific grant agreement based on it (hereinafter referred to as "the Specific agreement")

hereby:

I Mandate

the following coordinating partners acting as the Deployment Manager:

1. NATS (En Route) plc ("NATS")

Company number: 4129273

Official address: 4000 Parkway, Whiteley, Fareham, Hampshire, United Kingdom PO15 7FL

VAT number: GB 440 3794 56

represented for the purpose of the present Agreement by Mr Richard Deakin, in his capacity as Chief Executive Officer

2. Société Air France, Société Anonyme ("Air France")

Official registration No: 420 495 178 RCS BOBIGNY

Official address: 45 rue de Paris, 95747 Roissy CDG CEDEX, France

VAT number: 61 420 495 178

represented for the purpose of the present Agreement by Mr Alain Bassil, in his capacity as Chief Operating Officer

3. Österreichische Gesellschaft für Zivilluftfahrt mit beschränkter Haftung, limited liability company ("Austro Control")

Registration number: 71000m

Official address: Schnirchgasse 11, A-1030 Wien, Austria

VAT number: ATU 37259408

represented for the purpose of the present Agreement by Mr Heinz Sommerbauer, in his capacity as Chief Executive Officer and Mr Thomas Hoffmann, in his capacity as Chief Operating Officer

4. Croatia Control Ltd. ("Croatia Control")

Registration number: 080328617

Official address: Rudolfa Fizira 2, Velika Gorica, Croatia

VAT number: 33052761319

represented for the purpose of the present Agreement by Mr Dragan Bilac, in his capacity as Director General

5. Deutsche Lufthansa Aktiengesellschaft ("Lufthansa")

Registration number: HR B 2168

Official address: Von-Gablenz-Strasse 2-6, D-50679 Köln

VAT number: DE 122 652 565

represented for the purpose of the present Agreement by Mr Kay Kratky in his capacity as Chief Operating Officer and Mr Werner Knorr, in his capacity as Senior Vice President Operations Frankfurt

6. The State of France, Ministry of ecology, sustainable development and energy, DGAC (Direction générale de l'aviation civile), DSNA (Direction des Services de la Navigation Aérienne), a government entity organised and existing under the laws of France ("DSNA")

Official address: 50 rue Henry Farman, 75720 Paris cedex 15, France

represented for the purpose of the present Agreement by Mr Maurice Georges, in his capacity as Director

7. DFS DEUTSCHE FLUGSICHERUNG GmbH ("DFS")

Registration number: HRB 34977

Official address: Am DFS Campus 10, Langen/ Hessen, D-63225

VAT number: DE114110232

represented for the purpose of the present Agreement by Mr Klaus-Dieter Scheurle in his capacity as Chairman and Chief Executive Officer and Mr Robert Schickling in his capacity as Managing Director Operations

8. easyJet Airline Company Limited ("easyJet")

Company number: 3034606

Hangar 89, London, Luton Airport, Luton, Bedfordshire, LU2 9PF United Kingdom

VAT number: GB 745360825

represented for the purpose of the present Agreement by Mr Warwick Brady, in his capacity as Chief Executive Officer

9. ENAIRE, business public entity ("ENAIRE")