



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR MOBILITY AND TRANSPORT

The Director-General

Brussels, **19 MARS 2020**
move.ddg1.b.3(2020)1163513

Mr Patrick KY
Executive Director
European Union Aviation Safety Agency
Konrad-Adenauer-Ufer 3
D-50668 Cologne
Germany

E-mail: patrick.ky@easa.europa.eu

Dear Mr Ky,

DEAR PATRICK,

The European Commission and EASA have been working in cooperation to define the exact terms and content of a range of research projects to be funded from the Horizon 2020 budget in order to provide input and support for urgently required EASA regulatory activities.

I am happy to announce that the final version of this Contribution Agreement has now been fully agreed by all the entities involved and is ready for signature.

I would therefore invite you to sign the two original copies of the attached EC-EASA Contribution Agreement and return one counter-signed copy by courier or express mail to the following address:

European Commission
Directorate-General for Mobility and Transport
Unit SRD.3 - Budget and financial management
DM 24 1/60
B-1049 Brussels

Yours sincerely,

Yours,

Henrik HOLOLEI

Enclosure: EC-EASA Contribution Agreement in two copies

**EUROPEAN UNION
CONTRIBUTION AGREEMENT
WITH THE EUROPEAN UNION AVIATION SAFETY AGENCY**

MOVE/B3/SUB/2020-243/SI2.826742
(the "Agreement")

The European Union, represented by the European Commission, itself represented for the purposes of signing this contribution agreement by Mr. Henrik Hololei, Director-General, Directorate-General for Mobility and Transport,
(Hereinafter referred to as the 'Contracting Authority'),

of the one part,

and

the European Union Aviation Safety Agency ('EASA'), established by Regulation (EU) 2018/1139, represented by Mr Patrick Ky, Executive Director,
(Hereinafter referred to as 'the Organisation'),

of the other part

(individually a "Party" and collectively the 'Parties') have agreed as follows:

SPECIAL CONDITIONS

Article 1 - Purpose

- 1.1 The purpose of this Agreement is to provide a contribution by the Contracting Authority for the implementation of the Entrusted Tasks identified under the European Framework Programme for Research and Innovation ('the entrusted tasks'). Notably, tasks identified under the 2018-2020 Work programme (Commission Implementing Decision C(2019)4575) implementing the Horizon 2020 Specific Programme: Actions relating to aviation safety research to prepare future regulation within the specific objective "Other Actions" of Part 11 "Smart, green and integrated transport", as described in Annex I ("Description of the Entrusted Tasks").
- 1.2 This Agreement establishes terms and conditions for the implementation and for the payment of the EU Contribution, and defines the relations between the Organisation and the Contracting Authority.
- 1.3 The Organisation accepts the contribution and undertakes to do everything in its power to implement the Entrusted Tasks under its own responsibility.
- 1.4 In the performance of the activities, the Organisation shall:
 - a) apply its own accounting, internal control and audit systems.
 - b) apply agreed rules for procurement procedures as defined under the framework of Horizon 2020 rules.
- 1.5 The Organisation shall provide the management declaration with every annual and final reports in accordance with Articles 3.10 and 3.11 of Annex II, no later than 30 April of the following financial year.

- 1.6 The Entrusted Tasks are fully financed by the EU Contribution. The Entrusted Tasks are financed under the 2018-2020 Work programme (Commission Implementing Decision C(2019)4575) implementing the Horizon 2020 Specific Programme.

Article 2 - Entry into Force and Implementation Period

Entry Into Force

- 2.1 The Agreement shall enter into force on the date when the last of the two Parties signs.

Implementation Period

- 2.2 The Implementation Period of the Agreement (the "Implementation Period") shall commence on the day after the last Party signs.
- 2.3 The Implementation Period of the Agreement as laid down in Annex II is 7 years (84 months) and it can be renewed only with the express written agreement of the parties before the expiration of such period.

Article 3 - Union Contribution

- 3.1 The maximum Union Contribution under this Contribution Agreement shall be EUR 13 million.
- 3.2 The remuneration of the Organisation by the Contracting Authority for the implementation of the activities entrusted under this Agreement shall be 7% of the maximum Union Contribution determined under paragraph 3.1.
- 3.3 The maximum total cost of the Entrusted Tasks shall be the amount of the maximum Union contribution minus the remuneration as set out in paragraphs 3.1 and 3.2.

Interest on pre-financing

- 3.4 Interest generated on pre-financing shall not be due.

Article 4 - Payment Arrangements

- 4.1 The pre-financing rate is 100% (full transfer in one single instalment) and paid by the Contracting Authority at the latest thirty (30) days after receiving the Agreement signed by both Parties.

Article 5 – Communication language and contacts

- 5.1 All communications to the Contracting Authority in connection with the Agreement, including reports referred to in Article 3 of Annex II, shall be in English.
- 5.2 Any communication relating to the Agreement shall be in writing, shall state the number and/or title of the Entrusted Task, and shall be sent to the addresses below.
- 5.3 Any communication relating to the Agreement, including reports and requests for changes to bank account arrangements shall be sent to:

For the Contracting Authority

European Commission
Directorate-General for Mobility and Transport
For the attention of MONTAGNON Anne, Finance Unit
Rue de Mot 24, 1040 Brussels, Belgium

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

European Commission
Directorate-General for Mobility and Transport
For the attention of MISSEN Robert, Unit B3
Rue De Mot 28, 1040 Brussels, Belgium

For the Organisation

EASA
Strategy and Safety Management Directorate
For the attention of Willy Sigl, SM.0,1
Konrad-Adenauer-Ufer 3
D-50668 Cologne, Germany

- 5.4 Ordinary mail shall be deemed to have been received on the date on which it is officially registered at the address referred to above.
- 5.5 The contact point within the Organisation which shall have the appropriate powers to cooperate directly with the European Anti-Fraud Office (OLAF) in order to facilitate the latter's operational activities shall be:

Legal Department.

- 5.6 All exchanges concerning the Early Detection and Exclusion System shall take place between the Contracting Authority and the authorised person designated by the Organisation, which is:

Procurement and Purchase Standards Section.

Article 6 - Annexes

- 6.1 The following documents are annexed to these Special Conditions and form an integral part of the Agreement:

Annex I:	Description of the Entrusted Tasks
Annex II:	General Conditions of the EC-EASA Contribution Agreement
Annex III:	Budget and planning for the Entrusted Tasks
Annex IV:	(Financial Identification Form) – Not Applicable
Annex V:	Management Declaration Template

- 6.2 In the event of a conflict between the present Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II "General Conditions" and those of the other Annexes, the provisions of Annex II "General Conditions" shall take precedence.

For the Organisation

Name Patrick Ky
Position Executive Director
Signature
Date



For the Contracting Authority

Name Henrik Hololei
Position Director-General
Signature
Date



19/03/2020

ANNEX I – Description of the Entrusted Tasks

The objective of this initiative is to develop capabilities for EASA to address safety research needed to fulfil its mandate as set under Art 86 of EASA's Basic Regulation¹.

The Union financial support for this initiative was approved by the European Commission Decision C(2019)4575 of 2 July 2019 under the Specific Horizon 2020 - Work Programme 2018-2020 Smart, green and integrated transport and in which the following heading describes the Action "Aviation safety research to prepare future regulation":

Aviation is an asset of our global society - a driver of economic, social and cultural development that has changed the way we travel, interact with others and do business globally. However, such success is set against a business and industrial environment in continuous change. Notably, the ever-growing and varied spectrum of novel aviation services and products, the developing heterogeneity of the industry's value-chain, the mounting pressure from customers' preferences at large and the uncertainties from security and environmental volatilities, is hewing a wave of change that confronts the aviation industry at large with novel challenges every day.

Such innovation thrust is creating a challenge to public authorities, and notably the aviation regulators, as it often questions current and well-trialled-and-tested processes of rulemaking, certification, compliance assessment and/or standardisation. Notably, the complexity brought by digitalisation and automation, the needs to adapt to an ever-evolving aviation ecosystem, the growth of changing security threats and their implications on occurred accidents/incidents, keeps generating new quests for regulators to fulfil their mission as guarantors of public interest - whether on safety, security, health and/or environmental protection.

The importance of these questions in the protection of public interest requires a swift handling by Aviation authorities to timely find the due responses required. Research and innovation is pivotal to instigate a new mind-set and the re-design of cultures, processes and traditions, so often required to devise robust and future-proof strategies and solutions best serving the interests of the aviation sector and of European citizens alike.

The priorities under this heading encompass the following themes:

1. Effectiveness of flight time limitations (FTL): collection, analysis and processing of historical and in-flight crew fatigue data for purposes of supporting the continuous review of the effectiveness of the provisions concerning flight and duty time limitations and rest requirement as foreseen in Regulation 965/2012; this is to cover the envelope of most frequent short, medium and long-haul scheduled air operations and encompass schedules in less favourable times and classified as disruptive;

2. Vulnerability of manned aircraft to drone strikes: assessment of the potential collision threats posed by drones to manned aircraft and evaluation of their estimated impacts; establishment of a risk model to support regulatory and operational stances to be validated by means of a comprehensive set of simulated impact tests;

3. Quick recovery of flight recorder data: further to the MH370 accident and the adoption by ICAO of consequent regulation 91, assessment of the feasibility for using wireless transmission solutions for timely recovery of flight recorder data - namely flight parameters, audio and video

¹ Regulation (EU) 2018/1139 of the European Parliament and of the Council of 4 July 2018 on common rules in the field of civil aviation and establishing a European Union Aviation Safety Agency, and amending Regulations (EC) No 2111/2005, (EC) No 1008/2008, (EU) No 996/2010, (EU) No 376/2014 and Directives 2014/30/EU and 2014/53/EU of the European Parliament and of the Council, and repealing Regulations (EC) No 552/2004 and (EC) No 216/2008 of the European Parliament and of the Council and Council Regulation (EEC) No 3922/91.

images – in the follow-up to an accident; particular emphasis should be addressed to tackle prevailing open issues, such as those linked with the possible circumstances of an accident - loss of engine power, unusual aircraft attitude, aircraft complete destruction, accident in an oceanic area... - , the reliability and cost impact of the proposed solutions, their aptitude for usage in accident investigations as well as associated data privacy considerations;

4. Cabin Air Quality: investigation of the potential health risks that might evolve from long-term exposure – notably by cockpit and cabin crews - to low dose cabin air contamination events and their possible mitigations; this should encompass the collection and analysis of combined samples of contaminants cocktails and ultra-fine particles and the evaluation of their effects by comparison with epidemiological data; aggregation with currently on-going and past research work towards a more comprehensive, robust and validated picture between levels of contamination of cabin air and potential health impacts;

5. Fire risks caused by portable electronic devices on-board aircraft: research work aimed at the full characterisation of the fire risks associated to the transport of large portable electronic devices (PED) in aircraft, notably of those stored in the cargo compartment in the checked-in luggage; this encompasses theoretical and experimental work to deepen the knowledge related to the inception and propagation of PED originated fires as well as devising efficient and cost-effective means for their detection and suppression;

6. Assessment of Environmental Impacts - Engine Emissions and Aircraft Noise: development of extended and more robust standards for purposes of supporting the assessment of engine emissions and aircraft noise footprints. Regarding the former, the emphasis shall be on robust methods for non-volatile particulate matter (nvPM) mass and number determination including, notably, particle size measurement and sampling techniques, consideration of the effect of both ambient conditions and volatile PM, and sensitivity and uncertainty analyses. Regarding the latter, the focus will be two-fold: (i) extension of current helicopter noise models towards ensuring the coverage of current types of helicopters within the European fleet⁹²; (ii) extension of prevailing modelling approaches in view of the assessment of the noise footprint of new aircraft concepts prior to their certification – centred on supersonic aircraft and vertical take-off and landing (VTOL) aircraft;

7. Helicopter Off-Shore operations – New floatation systems: assessment of technical solutions for enhancing helicopter floatation at sea in view of heightening survivability following helicopter capsizes - which is the major event conducive to fatalities due to drowning;

8. Integrity improvement of rotorcraft main gear boxes (MGB): research aimed at identifying threats to the integrity of critical components of rotor drive systems and at developing methods for evaluating flaw-tolerant critical component designs; specifically, this includes enhancements to the design of helicopter MGB and its attachments, to preclude separation of the mast and main rotor from the helicopter and enabling autorotation even in the event of major failure of the main gear box components;

9. Market-based Measures (ETS and CORSIA): extension and updating of existing capabilities for assessment of Market-based Measures notably to cater for new traffic data and forecasts, handling of novel scenarios and measures, ensuring their fitness-for-purpose and credibility for supporting critical policy-making both at European (EC, Member States) and international (ICAO) level.

Fulfilment of urgent research needs in aviation safety, notably those evolving from the needs for mitigation of occurred accidents/incidents, perceived emerging threats and other international obligations of EASA and European States at large – namely those in the framework of ICAO.

Type of Action: Indirect Management by EASA

Indicative timetable: First quarter of 2020

Indicative budget: EUR 13.00 million from the 2020 budget

ANNEX II - General Conditions of the EC-EASA Contribution Agreement

Article 1: Definitions

Contractor: a natural or legal person with whom a Procurement Contract has been signed by EASA.

Days: calendar days.

Early Detection

and Exclusion System: a system set up by Regulation (EU, Euratom) No 2015/1929 of 28 October 2015 on the financial rules applicable to the general budget of the Union (OJ L 286/1, 30.10.2015), which includes information on the early detection of risks threatening the EU financial interests, on the cases of exclusion from EU funding of legal and natural persons and on the cases of imposition of financial penalties.

End Date: the date by which the Agreement ends, i.e. the moment the final reports concerning the execution of all the Entrusted Tasks have been accepted by the European Commission or when EASA repays any amounts paid in excess of the final amount due pursuant to Article 19. If any of the Parties invokes a dispute settlement procedure in accordance with Article 14, the End Date shall be postponed until the completion of such procedure.

Entrusted Tasks: the cooperation programme or project wholly financed by the EU, which is carried out by EASA.

Final Administrative Decision:

a decision of an administrative authority having final and binding effect in accordance with the applicable law.

Force Majeure:

any unforeseeable and exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Agreement, which may not be attributed to error or negligence on either part (or on the part of the Contractors, agents or staff), and which could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available cannot be invoked as force majeure, unless they stem directly from a relevant case of force majeure. Labour disputes, strikes or financial problems of EASA cannot be invoked as force majeure by the defaulting Party.

Fraud:

any wrongful or criminal deception intended to result in financial or personal gain within the meaning of Article 3 of EU Directive 2017/1371² and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995³.

² Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (OJ L 198, 28.7.2017, p. 29).

³ OJ C 316, 27.11.1995, p. 48.

Grave Professional Misconduct:	any type of unacceptable or improper behaviour in exercising one's profession, especially by employees within the meaning of Article 136(1)(c) of EU Financial Regulation 2018/1046.
Internal Control System:	a process applicable at all levels of management designed to provide reasonable assurance of achieving the following objectives: <ul style="list-style-type: none"> a) effectiveness, efficiency and economy of operations; b) reliability of reporting; c) safeguarding of assets and information; d) prevention, detection, correction and follow-up of fraud and irregularities; e) adequate management of the risks relating to the legality and regularity of the financial operations, taking into account the multiannual character of programmes as well as the nature of the payments concerned.
Irregularities:	any type of breach (regulatory or contractual) which could impact the EU financial interests within the meaning of Article 1(2) of EU Regulation 2988/95 ⁴ .
Procurement Contract:	a contract signed between the Contractor and EASA under which the Contractor provides services, supplies or works.
Regulations and Rules:	Regulation (EU) No 1290/2013 ⁵ , Regulation (EU, Euratom) 2018/1046 ⁶ and EASA's Financial Rules.
Result:	the outcome resulting from the correct execution of the Entrusted Tasks.
Sound Financial Management:	a principle overarching the implementation of this Agreement, namely economy, effectiveness and efficiency (including all aspects of internal control). The principle of economy requires that resources used in the pursuit of the implementation of the Entrusted Tasks shall be made available in due time, in appropriate quantity and quality and at the best price. The principle of effectiveness concerns the attainment of the specific objectives and the achievement of the intended results. The principle of efficiency concerns the best relationship between resources employed and results achieved.

⁴ Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

⁵ Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for participation and dissemination in "Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)" and repealing Regulation (EC) No 1906/2006 (OJ L 347, 20.12.2013, p. 81-103).

⁶ Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193, 30.7.2018, p. 1-222).

Article 2: General obligations

Implementation of the Entrusted Tasks

- 2.1 EASA is responsible for the implementation of the Entrusted Tasks described in Annex I, regardless of whether the activities are performed by EASA itself or a Contractor. Both Parties will endeavour to strengthen their mutual contacts with a view to foster the exchange of information throughout the implementation of the Entrusted Tasks. To this end, EASA and the European Commission shall participate in coordination meetings and other jointly organised common activities, and EASA shall invite the European Commission to join any committee, panel or workshop which may be set up in relation to the Entrusted Tasks.

Responsibility

- 2.2 EASA shall be responsible for the performance of the obligations under this Agreement with a due degree of professional care and diligence, which means that it shall apply the same level of duty and care which it applies in managing its own funds. EASA shall respect the principles of Sound Financial Management, transparency, non-discrimination and visibility of the European Union in the implementation of the Entrusted Tasks.
- 2.3 EASA shall have full financial responsibility towards the European Commission for all funds, including those unduly paid to or incorrectly used by Contractors. EASA shall take measures to prevent, detect and correct irregularities and fraud when implementing the Entrusted Tasks. To this end, EASA shall carry out, in accordance with the principle of proportionality ex-ante and/or ex-post controls including, where appropriate, on-the-spot checks on representative and/or risk-based samples of transactions, to ensure that the Entrusted Tasks financed by the EU Contribution are effectively carried out and implemented correctly. EASA shall inform the European Commission of irregularities and fraud detected in the management of the EU Contribution and the measures taken. Where funds have been unduly paid to or incorrectly used by Contractors, EASA shall take all applicable measures in accordance with its own Regulations and Rules to recover those funds, including, where appropriate, by bringing legal proceedings and by endeavouring to assign claims against its Contractors to the European Commission. Where EASA has exhausted such measures and the non-recovery is not the result of error or negligence on the part of EASA, the European Commission will consider the amounts that could not be recovered from Contractors as eligible costs.

Other obligations

- 2.4 EASA undertakes to ensure that the obligations stated in this Agreement under Articles 2.5, 5-Conflict of interests, 7-Data protection, 8-Communication and Visibility, 16-Accounts and archiving and Article 17-Access and financial checks apply, where applicable, to all Contractors.
- 2.5 EASA shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.

Article 3: Obligations regarding information and reporting

General issues

- 3.1 EASA shall provide the European Commission with full information on the implementation of the Entrusted Tasks. To that end, EASA shall include in Annex III a work plan at least for the first year of the Implementation Period. EASA shall submit to the European Commission

progress reports and a final report in accordance with the provisions below. These reports shall consist of a narrative part and a financial part.

- 3.2 Every report, whether progress or final, shall provide a complete account of all relevant aspects of the implementation of the Entrusted Tasks for the period covered. For this purpose, a reporting period is defined as the previous calendar year, running from the 1st of January to the 31st of December, with the exception of the first year, where it will run from the date of entry into force of the Agreement to the 31st of December of the same year. The report shall describe the implementation of the Entrusted Tasks according to the activities envisaged in Annex I as well as the degree of achievement of its Results as measured by the corresponding Indicators. The report shall be drafted in such a way as to allow monitoring of the objectives, the means envisaged and employed. The level of detail in any report shall match that of Annexes I and III.
- 3.3 Where the overall Entrusted Tasks of EASA last longer than the Implementation Period of this Agreement, the European Commission may request – in addition to the final reports to be submitted pursuant to Article 3.8 - the final reports of the overall Entrusted Tasks, once available.
- 3.4 Any alternative or additional reporting requirement shall be set out in the Special Conditions.
- 3.5 The European Commission may request additional information at any time, providing the reasons for that request. Subject to the Regulations and Rules, such information shall be supplied within thirty (30) days of receipt of the request. EASA may submit a duly motivated request to extend the 30-day deadline.
- 3.6 EASA shall notify the European Commission without delay of any circumstances likely to adversely affect the implementation and management of the Entrusted Tasks, or to delay or jeopardise the performance of the activities.

Content of the reports

- 3.7 The progress report(s) shall relate directly to this Agreement and shall at least include:
 - a) summary and context of the Entrusted Tasks;
 - b) actual Results: an updated table and reporting of Results achieved by the execution of the Entrusted Tasks as measured by their corresponding indicators (as defined in Annex III), agreed baselines and targets, and relevant data sources;
 - c) information on the activities directly related to the Entrusted Tasks as described in Annex I and carried out during the reporting period;
 - d) information on the difficulties encountered and measures taken to overcome problems and eventual changes introduced;
 - e) information on the implementation of Communication and Visibility (as defined under Art.8) and any additional measures taken to identify the EU as source of financing;
 - f) a breakdown of the total costs, following the structure set out in Annex III, incurred from the beginning of the execution of the Entrusted Tasks as well as the legal commitments entered into by EASA during the reporting period;
 - g) where applicable, a request for payment;
 - h) work plan and budget forecast for the next reporting period.
- 3.8 The final report shall cover the entire Implementation Period and include:
 - a) all the information requested in Article 3.7 a) to g);
 - b) a summary of the Entrusted Tasks' receipts, payments received and of the eligible costs incurred;

- c) where applicable, an overview of any funds unduly paid or incorrectly used which EASA could or could not recover itself;
 - d) the exact link to the webpage where, according to Article 20.1, information on Contractors is available.
- 3.9 EASA shall submit a report for every reporting period as specified in Article 3.2 and the Special Conditions starting from the commencement of the Implementation Period, unless otherwise specified in the Special Conditions⁷. Reporting, narrative as well as financial, shall cover the whole Entrusted Tasks, regardless of whether these Entrusted Tasks are entirely or partly financed by the EU Contribution. Progress reports shall be submitted within sixty (60) days after the period covered by such report. The final report shall be submitted, at the latest, six (6) months after the end of the Implementation Period.

Management declaration for EASA

- 3.10 The management declaration shall be provided by 30 April of the year following the first year of implementation, and thereafter every year. It shall provide the European Commission, within one month from submitting each management declaration, with an opinion by an independent audit body. The opinion shall be drawn up in accordance with internationally accepted audit standards, establishing whether the accounts give a true and fair view, whether the control systems in place function properly, and whether the underlying transactions are managed in accordance with the provisions of this Agreement. The opinion shall also state whether the audit work puts in doubt the assertions made in the management declaration mentioned above.
- 3.11 EASA shall provide annually the management declaration and/or audit or control opinion, which are made available to the European Commission headquarters separately from the reports provided under this Agreement.

Currency for reporting

- 3.12 The reports shall be submitted in the Currency of the Agreement as specified in Article 3 of the Special Conditions.
- 3.13 EASA shall convert legal commitments, the Entrusted Tasks' receipts and costs incurred in currencies other than the accounting currency of EASA according to its usual accounting practices.

Failure to comply with reporting obligations

- 3.14 If EASA is unable to present a progress or final report, together with the accompanying documents, by the deadline set out in Article 3.9, EASA shall inform the European Commission in writing of the reasons. EASA shall also provide a summary of the state of progress of the Entrusted Tasks and, where applicable, a provisional work plan for the next period. If EASA fails to comply with this obligation for two (2) months, following the deadline set out in Article 3.9, the European Commission may terminate the Agreement in accordance with Article 13 and recover any amount unduly paid.

Article 4: Liability towards third parties

- 4.1 The European Commission shall not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of EASA while the Entrusted Tasks are being carried out, or as a consequence of the Entrusted Tasks. The

⁷ By default, the reporting period is every 12 months as from the commencement of the Implementation Period.

European Commission shall not therefore accept any claim for compensation or increase in payment in connection with such damage or injury.

- 4.2 The European Commission shall not, under any circumstances or for any reason whatsoever, be held liable towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the implementation of the Entrusted Tasks.
- 4.3 EASA shall discharge the European Commission of all liability associated with any claim or action brought as a result of an infringement of the Regulations and Rules committed by EASA or EASA's employees or individuals for whom those employees are responsible, or as a result of a violation of a third party's rights in the context of the implementation of the Entrusted Tasks.

Article 5: Conflict of interests

- 5.1 EASA shall refrain, in accordance with the Regulations and Rules, from any Entrusted Tasks which may give rise to a conflict of interests.
- 5.2 A conflict of interest shall be deemed to arise where the impartial and objective exercise of the functions of any person implementing the Agreement is compromised.

Article 6: Confidentiality

- 6.1 The European Commission and EASA shall both preserve the confidentiality of any document, information or other material directly related to the implementation of the Entrusted Tasks that is communicated as confidential. The confidential nature of a document shall not prevent it from being communicated to a third party on a confidential basis when the rules binding the Parties so require. In no case can disclosure put in jeopardy the Parties' privileges and immunities or the safety and security of the Parties' staff or Contractors during the execution of the Entrusted Tasks.
- 6.2 The Parties shall obtain each other's prior written consent before publicly disclosing such confidential information unless:
- a) the communicating Party agrees in writing to release the other Party from the earlier confidentiality obligations; or
 - b) the confidential information becomes public through other means than in breach of the confidentiality obligation by the Party bound by that obligation; or
 - c) the disclosure of confidential information is required by law or by Regulations and Rules established in accordance with the basic constitutive document of any of the Parties.
- 6.3 The Parties shall remain bound by confidentiality for five (5) years after the End Date of the Agreement, or longer as specified by the communicating Party at the time of communication.

Article 7: Data Protection

- 7.1 Any personal data under the Agreement shall be processed by the Parties pursuant to Regulation 2018/1725⁸.

Personal data shall be:

⁸ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295, 21.11.2018, p. 39–98.

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

Article 8: Communication and visibility⁹

- 8.1 Unless the European Commission requests or agrees otherwise, communication activities of the entrusted entity related to the action (including at conferences, seminars, in information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.) and any infrastructure, equipment or major result funded by the Union contribution must display the EU emblem and name of the funding programme:



Funded by the [name of the programme (translated into local languages where appropriate)].

- 8.2 The EU emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text. When displayed in association with another logo, the EU emblem must be displayed at least as prominently and visibly as the logos of the entrusted entity or third parties.
- 8.3 Any communication activity related to the entrusted tasks must use factually accurate information. Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

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

When displayed together, the European Union/Commission emblem must have appropriate prominence.

- 8.4 The Parties undertake to coordinate their public relations, press and media activities concerning the activities under this Agreement. In all media activities, the role of each Party shall be clearly identified and mentioned. If needed, the detailed arrangements for implementing public relations activities shall be adopted jointly.

⁹ The European Commission is currently revising its communication and visibility policy. It shall duly inform EASA of the consequences of the revised policy for the obligations included in this Agreement and provide necessary instructions for its implementation. This shall not require amendment to the Agreement.

- 8.5 Neither Party shall appropriate the other Party's logo or trademarks, either by registration or by other means.
- 8.6 For the purposes of this article and under the conditions specified herein, the Parties are authorised to use the respective emblems without prior permission from each other. This does not, however, give them the right to exclusive use.
- 8.7 The Parties will consult immediately and strive to remedy any detected shortcoming in implementing the visibility requirements set out in this article. This is without prejudice to measures either Party may take in case of substantial breach of an obligation.

Article 9: Right to use results

Right to use

- 9.1 Unless the European Commission agrees otherwise, it has the right to use sensitive and non-sensitive information relating to the entrusted tasks and material and documents received from EASA (notably summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for information, communication and publicity purposes — during the implementation of the entrusted tasks or afterwards.
- 9.2 The right to use EASA's materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable licence, which includes the following rights:
- (a) **use for its own purposes** (in particular, making them available to persons working for the European Commission or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services);
 - (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
 - (c) **editing or redrafting** (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
 - (d) **translation**;
 - (e) **storage** in paper, electronic or other form;
 - (f) **archiving**, in line with applicable document-management rules and
 - (g) the right to authorise **third parties** to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority, subject to the conditions set out in EASA's Procurement Contract with the Contractor performing the Entrusted Tasks.
- 9.3 The rights of use are granted for the whole duration of the industrial or intellectual property rights concerned.
- 9.4 If a right of use is subject to rights of a third party (including personnel of the EASA), EASA must ensure that it complies with its obligations under this Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

Article 10: Monitoring and evaluation of the Entrusted Tasks

- 10.1 Keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement, EASA shall invite representatives of the European Commission to participate at their own costs in the main monitoring missions and evaluation exercises related to the performance of the Entrusted Tasks. Participation in evaluation exercises should be ensured by requesting comments from the European Commission on the terms of reference before the exercise takes place, and on the different deliverables related to an evaluation exercise prior to their final approval (as a minimum, on the final report). EASA shall send all monitoring and evaluation reports relating to the Entrusted Tasks to the European Commission once issued, subject to confidentiality.
- 10.2 Article 10.1 is without prejudice to any monitoring mission or evaluation exercise which the European Commission, at its own costs, may wish to perform. Monitoring and evaluation missions by representatives of the European Commission shall be planned ahead and completed in a collaborative manner between the staff of EASA and the European Commission's representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement. The European Commission and EASA shall agree on procedural matters in advance. The European Commission shall make available to EASA the terms of reference of the evaluation exercise before it takes place, as well as the different deliverables (as a minimum, the draft final report) for comments prior to final issuance. The European Commission shall send the final monitoring and evaluation report to EASA once issued.
- 10.3 In line with the spirit of partnership, EASA and the European Commission may also carry out joint monitoring and/or evaluation. Such arrangements will be discussed and agreed in due time, planned ahead and completed in a collaborative manner.

Article 11: Amendment to the Agreement

- 11.1 Without prejudice to Articles 11.3 to 11.4, any amendment to this Agreement, including its annexes, shall be set out in writing in an addendum signed by both Parties. This Agreement can only be amended before the End Date.
- 11.2 The requesting Party shall request in writing any amendment thirty (30) days before the amendment is intended to enter into force and no later than thirty (30) days before the End Date, unless there are special circumstances, duly demonstrated by it, and accepted by the other Party. The other Party shall notify its decision regarding the amendment proposed in due time and in any case no later than thirty (30) days after the date when the amendment request was received.
- 11.3 By way of derogation from Articles 11.1 and 11.2, where an amendment to Annex I and/or Annex III does not affect the main purpose of the Entrusted Tasks, such as its objectives, strategy and priority areas, and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of 20% or less of the amount originally entered (or as amended by a written addendum) in relation to each concerned heading, EASA may, after consulting the European Commission, amend Annex I and/or Annex III without a formal procedure and shall inform the European Commission accordingly in writing, at the latest in the next report. This simplified procedure cannot, however, result in an increase of the maximum Union contribution.
- 11.4 Changes of address and of bank account shall be notified in writing to the European Commission.

Article 12: Suspension

Suspension of the Agreement by the European Commission

- 12.1 The European Commission may suspend the implementation of the Agreement, fully or partly, if:
- a) the European Commission has proof that irregularities, fraud or breach of substantial obligations have been committed by EASA in the procedure of its selection or in the implementation of the Entrusted Tasks;
 - b) the European Commission has proof that irregularities, fraud or breach of obligations have occurred which call into question the reliability or effectiveness of EASA's Internal Control System or the legality and regularity of the underlying transactions;
 - c) the European Commission has proof that EASA has committed irregularities, fraud or breaches of obligations under other agreements funded by EU funds provided that those irregularities, fraud or breaches of obligations have a material impact on this Agreement.
- 12.2 Before suspension, the European Commission shall formally notify EASA of its intention to suspend, inviting EASA to make observations within ten (10) days from the receipt of the notification. If EASA does not submit observations, or if - after examination of the observations submitted by EASA - the European Commission decides to pursue the suspension, the European Commission may suspend all or part of the implementation of this Agreement serving seven (7) days' prior notice. In case of suspension of part of the implementation of the Agreement, upon request of EASA, the Parties shall enter into discussions in order to find the arrangements necessary to continue the part of the implementation that is not suspended. Any expenditures or costs incurred by EASA during the suspension and related to the part of the Agreement suspended shall not be reimbursed, nor be covered by the European Commission. Following suspension of the implementation of the Agreement, the European Commission may terminate the Agreement in accordance with Article 13.2, recover amounts unduly paid and/or, in agreement with EASA, resume implementation of the Agreement. In the latter case, the Parties will amend the Agreement where necessary.

Article 13: Termination

- 13.1 Without prejudice to any other provision of these General Conditions or penalties foreseen in the EU Financial Regulation, where applicable, and with due regard to the principle of proportionality, the European Commission may terminate the Agreement if EASA:
- a) fails to fulfil a substantial obligation incumbent on it under the terms of the Agreement;
 - b) is guilty of misrepresentation or submits false or incomplete statements to obtain the EU Contribution or provides reports that do not reflect reality to obtain or keep the EU Contribution without cause;
 - c) is bankrupt or being wound up, or is subject to any other similar proceedings;
 - d) is guilty of Grave Professional Misconduct proven by any justified means;
 - e) has committed fraud, corruption or any other illegal activity to the detriment of the EU's financial interests on the basis of proof in the possession of the European Commission;
 - f) fails to comply with the reporting obligations in accordance with Article 3.14;
 - g) has committed any of the failings described in Article 12.1 on the basis of proof in the possession of the European Commission.
- 13.2 Before terminating the Agreement in accordance with Article 13.1, the European Commission shall formally notify EASA of its intention to terminate, inviting EASA to make observations (including proposals for remedial measures) within thirty (30) days from the

receipt of the notification. During this period, and until the termination takes effect, if EASA does not submit observations, or if, after examination of the observations submitted by EASA, the European Commission decides to pursue the termination, the European Commission may terminate the Agreement serving seven (7) days' prior notice. During that period, EASA may refer the matter to the responsible director in the European Commission. The termination will take effect if and when confirmed by the director. In case of termination, the European Commission may demand full repayment of any amounts paid in excess of the final amount determined in accordance with Article 19 after allowing EASA to submit its observations. Neither Party shall be entitled to claim indemnity by the other Party on account of the termination of this Agreement.

- 13.3 If, at any time, either Party believes that the purpose of the Agreement can no longer be effectively or appropriately performed, it shall consult the other Party. Failing agreement on a solution, either Party may terminate the Agreement by serving sixty (60) days written notice. In this case, the final amount shall cover payment only for the part of the Entrusted Tasks carried out up to the date of termination.

The European Commission shall recover the remaining part in accordance with Article 15.

- 13.4 In the event of termination, a final report shall be submitted in accordance with Article 3. The European Commission shall not reimburse or cover any expenditure or costs which are not included or justified in a report approved by it.

Article 14: Applicable law and settlement of disputes

- 14.1 The Parties shall endeavour to settle amicably any disputes or complaints relating to the interpretation, application or validity of the Agreement, including its existence or termination.

- 14.2 This Agreement is governed by EU law, complemented - if necessary - by the relevant provisions of Belgian law. In the absence of an amicable settlement in accordance with Article 14.1 above, the General Court, or on appeal the Court of Justice of the European Union, has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU).

Article 15: Financial Corrections and Recovery

- 15.1 If EASA breaches any of its obligations under the Agreement, the European Commission may apply financial corrections by excluding expenditure from EU financing, reducing remuneration, or both, in proportion to the seriousness of the breach.

- 15.2 Before recovery, the European Commission shall formally notify EASA of its intention to recover any undue amount, specifying the amount and the reasons for recovery and inviting EASA to make any observations within 30 days from the date of receipt of the notification. If, after examination of the observations submitted by EASA or if EASA does not submit any observations, the European Commission decides to pursue the recovery procedure, it may confirm recovery by formally notifying EASA. If there is a disagreement between EASA and the European Commission on the amount to be repaid, EASA may refer the matter to the responsible director in the European Commission within thirty (30) days. A debit note specifying the terms and the date for payment may be issued after the deadline for the referral to the director.

- 15.3 If EASA does not make the payment by the date specified in the debit note, the European Commission shall recover the amount due:
- a) by offsetting it against any amounts owed to EASA by the EU;
 - b) by taking legal action pursuant to Article 14;

- c) in exceptional circumstances justified by the necessity to safeguard the financial interests of the EU, the European Commission may, when it has justified grounds to believe that the amount due would be lost, recover by offsetting before the deadline specified in the debit note without EASA's prior consent.

15.4 The European Commission may waive the recovery in accordance with the principle of Sound Financial Management and proportionality or it shall cancel the amount in the event of a mistake.

Article 16: Accounts and archiving

Accounting

16.1 EASA shall keep accurate and regular records and accounts of the implementation of the Entrusted Tasks. The accounting Regulations and Rules of EASA shall apply to the extent that they ensure accurate, complete, reliable and timely information. Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Regulations and Rules of EASA.

Archiving

16.2 For a period of five (5) years from the End Date and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (OLAF), if notified to EASA, has been disposed of, EASA shall keep and make available according to Article 17 all relevant financial information (originals or copies) related to the Agreement and to any Procurement Contracts financed by the EU Contribution.

Article 17: Access and financial checks

17.1 EASA shall allow the European Commission, or any authorised representatives, to conduct desk reviews and on-the-spot checks on the use made of the EU Contribution on the basis of supporting accounting documents and any other document related to the financing of the Entrusted Tasks.

17.2 EASA agrees that the European Anti-Fraud Office (OLAF) under Regulations No 883/2013 and No 2185/96 as well as the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939 may carry out investigations, including on-the-spot checks and inspections, in accordance with the provisions laid down by EU law for the protection of the financial interests of the EU against fraud, corruption and any other illegal activity.

17.3 EASA agrees that the execution of this Agreement may be subject to scrutiny by the Court of Auditors when the Court of Auditors audits the European Commission's implementation of EU expenditure. In such case EASA shall provide to the Court of Auditors access to the information that is required for the Court to perform its duties.

17.4 To that end, EASA undertakes to provide officials of the European Commission, OLAF and the European Court of Auditors and their authorised agents, upon request, information and access to any documents and computerised data concerning the technical and financial management of operations financed under the Agreement, as well as grant them access to sites and premises at which such operations are carried out. EASA shall take all necessary measures to facilitate these checks in accordance with its Regulations and Rules. The documents and computerised data may include information that EASA considers confidential in accordance with its own established Regulations and Rules or as governed by contractual agreement. Such information once provided to the European Commission, OLAF, the European Court of Auditors, or any other authorised representatives, shall be treated in accordance with EU confidentiality rules and legislation and Article 6. Documents must be accessible and filed in a manner permitting checks, EASA being bound to inform the

European Commission, OLAF or the European Court of Auditors of the exact location at which they are kept. Where appropriate, the Parties may agree to send copies of such documents for a desk review.

- 17.5 Where applicable, the desk reviews, investigations, on-the-spot checks and inspections referred to in Article 17.1 to 17.4 shall refer to a verification that shall be performed in accordance with the verification clauses agreed between EASA and the European Commission. This is without prejudice to any cooperation arrangement between OLAF and EASA's anti-fraud bodies.
- 17.6 The European Commission shall inform EASA of the planned on-the-spot missions by agents appointed by the European Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.
- 17.7 Failure to comply with the obligations set forth in Article 17 constitutes a case of breach of a substantial obligation under this Agreement.

Article 18: Payments

- 18.1 Payment procedures shall be as follows:
- the European Commission shall provide a full transfer in one single instalment (100%) as set out in Article 4.1 of the Special Conditions within thirty (30) days of receiving the Agreement signed by both Parties.
- 18.2 The European Commission shall make payments in the Currency of the Agreement as specified in the Special Conditions.

Article 19: Final amount of the EU Contribution

- 19.1 The European Commission shall determine the final amount of the EU Contribution when approving EASA's final report. The European Commission shall then determine the balance:
- a) to be paid to EASA in accordance with Article 18 where the final amount of the EU Contribution is higher than the total amount already paid to EASA; or
 - b) to be recovered from EASA in accordance with Article 15 where the final amount of the EU Contribution is lower than the total amount already paid to EASA.
- 19.2 The final amount shall be the lower of the following amounts:
- a) the maximum EU Contribution referred to in Article 3.1 of the Special Conditions in terms of absolute value;
 - b) the amount obtained after reduction of the EU Contribution in accordance with Article 19.3.
- 19.3 Where the Entrusted Tasks (i) are not implemented, (ii) is not implemented in line with the Agreement or (iii) is implemented partially or late, the European Commission may, after allowing EASA to submit its observations, reduce the EU Contribution in proportion to the seriousness of the above mentioned situations. If there is a disagreement between EASA and the European Commission on the reduction, EASA may refer the matter to the responsible director in the European Commission.

Article 20: Ex-post publication of information on Contractors

- 20.1 EASA shall publish, on an annual basis, on its internet site, the following information on Procurement Contracts exceeding EUR 15.000 financed by the EU Contribution: title of the contract/agreement/project, nature and purpose of the contract/agreement/project, name and locality of the Contractor and amount of the contract/agreement/project. The term "locality"

shall mean the address for legal persons and the Region on NUTS¹⁰ 2 level, or equivalent, for natural persons. This information shall not be published in relation to education support paid to natural persons and other direct support paid to natural persons in most need. This information shall be published with due observance to the requirements of confidentiality security and in particular the protection of personal data.

- 20.2 EASA shall provide to the European Commission the address of the internet site where this information can be found and shall authorise the publication of such address on the European Commission's internet site.
- 20.3 EASA shall publish data on the EU Contribution for these Entrusted Tasks.

Article 21: Contracting and Early Detection and Exclusion System

Contracting

- 21.1 Unless otherwise provided for in the Special Conditions, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Entrusted Tasks shall be determined in accordance with EASA's relevant rules. However, and in any event, goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible.
- 21.2 EASA shall adopt reasonable measures, in accordance with its own Regulations and Rules, to ensure that potential candidates or tenderers and applicants shall be excluded from the participation in a procurement award procedure and from the award of a Procurement Contract financed by the EU Contribution, if EASA becomes aware that these entities:
- a) or persons having powers of representation, decision making or control over them, have been the subject of a final judgement or of a Final Administrative Decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings;
 - b) or persons having powers of representation, decision making or control over them have been the subject of a final judgement or of a Final Administrative Decision for an irregularity affecting the EU's financial interest;
 - c) are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or if they fail to supply this information;
 - d) have been the subject of a final judgment or of a Final Administrative Decision establishing that the entities have created an entity under a different jurisdiction with the intention to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
 - e) have been created with the intention described in point d) above as established by a final judgment or a Final Administrative Decision.

Early Detection and Exclusion System

- 21.3 EASA shall inform the European Commission if, in relation to the implementation of the Entrusted Tasks, it has detected a situation of exclusion pursuant to Article 23.2, or if it has detected a fraud and/or an irregularity pursuant to Article 2.3. This information may be used by the European Commission for the purpose of the Early Detection and Exclusion System. EASA shall inform the European Commission when it becomes aware that transmitted information needs to be rectified, updated or removed. EASA shall ensure that the entity concerned is informed that its data was transmitted to the European Commission and may be

¹⁰ Nomenclature of Territorial Units for Statistics, available at: <http://ec.europa.eu/eurostat/ramon>.

included in the Early Detection and Exclusion System and be published on the website of the European Commission. These requirements cease at the end of the Implementation Period.

- 21.4 Without prejudice to the power of the European Commission to exclude a person or an entity from future procurement contracts and grants financed by the EU and/or to impose financial penalties according to the EU Financial Regulation, EASA may impose sanctions on third parties according to its own Regulations and Rules ensuring, where applicable, the right of defence of the third party.
- 21.5 EASA may take into account, as appropriate and on its own responsibility, the information contained in the Early Detection and Exclusion System, when implementing the EU Contribution. Access to the information can be provided through the authorised persons or via consultation with the European Commission as referred in Article 5.6 of the Special Conditions¹¹.

¹¹ EASA shall be allowed to have direct access to the Early Detection and Exclusion System through an authorised person when EASA certifies to the European Commission service responsible that it applies adequate data protection measures as provided in Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 or its successor, as applicable.

ANNEX III - Budget and planning for the Entrusted Tasks

The maximum budget for the Entrusted Tasks is EUR 13.000.000, to be paid in one single instalment. EASA shall allocate the budget in the best possible way to achieve the objectives and tasks of this agreement. The Union contribution shall cover the costs of the Entrusted Tasks mentioned in Annex I, including remuneration, through procurement procedures.

The remuneration of EASA by the European Commission for the implementation of the activities entrusted under this Agreement shall be 7% of the maximum amount as determined under Article 3.1.

Work plan table

<u>Topic</u>	<u>Date of publication of call</u>	<u>Link to text of call</u>	<u>Date of closing of call</u>	<u>Expected start date of work</u>	<u>Duration of work</u>	<u>Expected end date of work</u>	<u>Allocated budget</u>
Topic 1: Effectiveness of flight time limitations (FTL)	11/10/2019	https://ted.europa.eu/udl?uri=TED:NOTICE:465359-2019:TEXT:EN:HTML	06/01/2020	Q2/2020	36 months	Q2/2020	2,000,000
Topic 2: Vulnerability of Manned Aircraft to Drone Strikes	27/09/2019	https://ted.europa.eu/TED/notice/udl?uri=TED:NOTICE:453363-2019:TEXT:EN:HTML	17/12/2019	Q1/2020	36 months	Q1/2023	1,800,000
Topic 3: Quick recovery of flight recorder data	not yet published	not yet published	not yet defined	Q2/2020	24 months	Q2/2021	650,000
Topic 4: Cabin Air Quality*	not yet published	not yet published	not yet defined	Q4/2020	36 months	Q4/2023	At least 1,315,000
Topic 5: Fire risks caused by PEDs on-board aircraft	not yet published	not yet published	not yet defined	Q2/2020	24 months	Q2/2022	600,000
Topic 6: Assessment of Environmental Impacts - Engine Emissions and Aircraft Noise	09/10/2019	https://ted.europa.eu/TED/notice/udl?uri=TED:NOTICE:473028-2019:TEXT:EN:HTML	11/12/2019	Q1/2020	36 months	Q1/2023	1,800,000

<u>Topic</u>	<u>Date of publication of call</u>	<u>Link to text of call</u>	<u>Date of closing of call</u>	<u>Expected start date of work</u>	<u>Duration of work</u>	<u>Expected end date of work</u>	<u>Allocated budget</u>
Topic 7: Helicopter Off-Shore Operations – New Flotation Systems	08/08/2019	https://ted.europa.eu/TED/notice/udl?uri=TED:NOTICE:373919-2019:TEXT:EN:HTML	11/11/2019	Q1/2020	36 months	Q1/2023	1,475,000
Topic 8: Integrity Improvement of Rotorcraft Main Gear Box (MGB)	04/09/2019	https://ted.europa.eu/TED/notice/udl?uri=TED:NOTICE:414487-2019:TEXT:EN:HTML	22/11/2019	Q1/2020	36 months	Q1/2023	1,900,000
Topic 9: Market-based Measures (ETS and CORSIA)	09/10/2019	https://ted.europa.eu/TED/notice/udl?uri=TED:NOTICE:473028-2019:TEXT:EN:HTML	11/12/2019	Q1/2020	36 months	Q1/2023	550,000

* The amount of the Cabin Air Quality project will likely be much higher, between 1.4 million and 1.5 million Euro. It is agreed that any unused budget in the topics above would be shifted to the cabin air quality project.

Tasks, milestones, timelines and deliverables are described in the technical specifications of the procurement documents for each topic.

Evaluation overview table

Subjects	Project Management Indicators (PMI)	Target for PMIs	Project Impact Indicators (PII)	Target for PIIs (1 year after end of project)
<p>Overall objectives: To improve civil aviation safety in the European Union through urgent research activities; To contribute to a high, uniform level of environmental protection; To promote, worldwide, the views of the Union regarding civil aviation standards and civil aviation rules; To disseminate research and innovation results.</p>			<p>Number of safety risk assessments, new or amended rules, safety promotion actions, and dissemination actions</p>	<p>New safety risk assessments have taken into account the results of the research action</p> <p>Where the results of the research action indicate a rule change, rulemaking tasks are planned in the European Plan for Aviation Safety (EPAS)</p> <p>Where the results of the research action indicate a level of safety a robustness of the existing rules, safety promotion actions are planned in EPAS</p> <p>For all research topics, dissemination actions have been launched within the European Union and through interactions with ICAO, other regional regulators and international cooperation projects</p>
<p>Specific objectives - topic 1: to collect, analyse and process historical and in-flight crew fatigue data to support the continuous review of the effectiveness of the provisions concerning flight and duty time limitations and rest requirements as foreseen in the Commission Regulation (EU) No 965/2012</p>	<p>Achievement of the research project objectives and deliverables as published in the technical specifications of the procurement documents</p>	<p>90% by end of the project</p>	<p>Provision of comprehensive evidences on the effectiveness of the existing flight and duty time limitation provisions and guidelines towards operators to establish relevant fatigue risk management measures</p>	<p>Use of guidance material produced by the project by operators and crews for reinforcing fatigue risk management mitigations and for the effective use of controlled rest in flight</p>

Subjects	Project Management Indicators (PMI)	Target for PMIs	Project Impact Indicators (PII)	Target for PIIs (1 year after end of project)
Specific objectives - topic 2: to assess the potential collision threats posed by drones to manned aircraft and evaluation of their estimated impacts; to establish a risk model to support regulatory and operational stances to be validated by means of a comprehensive set of simulated impact tests	Achievement of the research project objectives and deliverables as published in the technical specifications of the procurement documents	90% by end of the project	Improved knowledge/understanding of the collision threats Usage of the developed risk model	Depending on the result of the research on potential collision threats, a rulemaking task and/or safety promotion actions and/or new research actions have been planned in EPAS to adequately address the threat The new risk model is used in related rulemaking tasks and operational safety assessments by operators and competitive authorities
Specific objectives – topic 3: to assess the feasibility of using wireless transmission solutions for timely recovery of flight recorder data – namely flight parameters, audio and video images – in the follow-up to an accident	Achievement of the research project objectives and deliverables as published in the technical specifications of the procurement documents	90% by end of the project	Contribution to the development of new international standards for means to recover flight recorder data of commercial transport to support accident investigations	Use of the project deliverables and results to support the specification of new international standards
Specific objectives - topic 4: to investigate the potential health risks that might evolve from long-term exposure – notably by cockpit and cabin crews - to low dose cabin air contamination events and their possible mitigations	Achievement of the research project objectives and deliverables as published in the technical specifications of the procurement documents	90% by end of the project	Provision of comprehensive evidences on the suitability and feasibility of identified health risk assessment methods and test protocols for investigating the impact of low-dose cabin air contamination events	Use of project deliverables and results by the scientific community to perform the complete characterisation of health risks associated to low-dose cabin air contamination events

Subjects	Project Management Indicators (PMI)	Target for PMIs	Project Impact Indicators (PII)	Target for PIIs (1 year after end of project)
Specific objectives - topic 5: to assess the full characterisation of the fire risks associated to the transport of large portable electronic devices (PED) in aircraft, notably of those stored in the cargo compartment in the checked-in luggage	Achievement of the research project objectives and deliverables as published in the technical specifications of the procurement documents	90% by end of the project	Assessment of fire suppression system performance in case of fire due to lithium batteries in luggage, development of new fire test standards	Use of project results for revising aircraft fire test standards (international standards)
Specific objectives - topic 6: to develop extended and more robust standards for supporting the assessment of engine emissions and aircraft noise footprints.	Achievement of the research project objectives and deliverables as published in the technical specifications of the procurement documents	90% by end of the project	Established new standards for supporting the assessment of engine emissions and aircraft noise footprints	The new established standards are used for the assessment of engine emissions and aircraft noise; for emissions in particular for non-volatile particulate matter (nvPM) mass and number determination including, notably, particle size measurement and sampling techniques: for aircraft noise the extension of current helicopter noise models towards ensuring the coverage of current types of helicopters within the European fleet and the extension of prevailing modelling approaches to new aircraft concepts
Specific objectives - topic 7: to assess technical solutions for enhancing helicopter floatation at sea in view of heightening survivability following helicopter capsizing - which is the major event conducive to fatalities due to drowning	Achievement of the research project objectives and deliverables as published in the technical specifications of the procurement documents	90% by end of the project	The evidence of technical solutions for helicopter floatation systems	A rulemaking task and safety promotion actions have been planned in EPAS to improve survivability following helicopter capsizing for new aircraft models

Subjects	Project Management Indicators (PMI)	Target for PMIs	Project Impact Indicators (PII)	Target for PIIs (1 year after end of project)
Specific objectives - topic 8: to identify threats to the integrity of critical components of rotor drive systems and to develop methods for evaluating flaw-tolerant critical component designs.	Achievement of the research project objectives and deliverables as published in the technical specifications of the procurement documents	90% by end of the project	Knowledge about threats to the integrity of critical components of rotor drive systems New methods for evaluating flaw-tolerant critical component designs	A rulemaking task and safety promotion actions have been planned in EPAS to address risks to the integrity of critical components of rotor drive systems And safety promotion actions have been planned in EPAS to promote flaw-tolerant critical component designs
Specific objectives - topic 9: to extend and update existing capabilities for the assessment of Market-based Measures notably to cater for new traffic data and forecasts, handling of novel scenarios and measures, ensuring their fitness-for-purpose and credibility for supporting critical policy-making both at European (EC, Member States) and international (ICAO) level.	Achievement of the research project objectives and deliverables as published in the technical specifications of the procurement documents	90% by end of the project	Availability of extended and updated capabilities for the assessment of market-based measures	The extended and updated capabilities are used for policy decisions at European level and have been used to contribute to the policy-making at ICAO level
Output for topic 1 to 9: the requested output of the different topics is described in detail in the technical specifications of the procurement documents through tasks, milestones, timelines and deliverables	Achievement of the research project tasks, milestones, timelines and deliverables	90% by end of the project	As described under the 9 topics	As described under the 9 topics

ANNEX IV – (Financial Identification Form) - Not Applicable

ANNEX V - Management Declaration Template

I, the undersigned, Patrick Ky in my capacity as Executive Director of the European Union Aviation Safety Agency (EASA)

Confirm, based on my own judgement and on the information at my disposal, including, inter alia, the results of the audits and controls carried out, that:

- The information submitted under Article 1.5 of the Contribution Agreement for the financial year 01/01/XXXX to 31/12/XXXX is properly presented, complete and accurate;
- The expenditure was used for its intended purpose as defined in the Contribution Agreement and the HORIZON 2020 WPs;
- The control systems put in place give the necessary guarantees concerning the legality and regularity of the underlying transactions;
- The Union contribution was used and accounted for in compliance with the obligations laid down in the Contribution Agreement.

Furthermore, I confirm that I am not aware of any undisclosed matter that could harm the interests of the Union.

[However, the following reservations should be noted:]¹².

[Insert place], | insert date]
(signature)

¹² Option to be used in case of reservations.

