

Annex 10 to the Agreement on the Provision of Services - **Obligations Related to EU Funding**

Following obligations and measures apply to the Client (as a beneficiary) as well as to the Consultant (as a subcontractor¹) based on the Grant Agreement signed between the Client and respective granting authority (“GA”) at least during the period of 5 years after the final payment provided under the GA to the Client:

1. The subcontractors must take all measures to prevent any situation where the impartial and objective implementation of their action tasks could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest (“**conflict of interests**”) and any other relevant measures related to the conflict of interest.
2. Any sensitive information (as identified by the Client) in any form must be kept confidential and may be used only to implement the subcontractors action tasks.
3. The subcontractor must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444² and its implementing rules).
4. Deliverables which contain classified information must be submitted according to special procedures agreed with the granting authority.
5. Action tasks involving classified information may be subcontracted only after explicit approval (in writing) from the granting authority.
6. Classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the granting authority.
7. Other rules applicable to protection of the sensitive and classified information are also included in Sub-Clause 1.8 of the Particular Conditions.
8. The action tasks must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.
9. The subcontractors must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).
10. Unless otherwise agreed with the granting authority, communication activities of the subcontractors related to the action tasks (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any major result funded by the grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):



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¹ Any mention of a subcontractor in this document also includes the Consultant.

² Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53).



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11. The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.
12. Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.
13. When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.
14. The Client will provide the subcontractors with other specific rules for implementing the action task upon request.
15. The subcontractors must provide — during the action tasks or afterwards and in accordance with the GA — any information requested in order to verify eligibility of the costs or contributions declared, proper implementation of the action tasks and compliance with the other obligations under the GA. The information provided must be accurate, precise and complete and in the format requested, including electronic format.
16. The subcontractors must keep — at all times, during the action tasks or afterwards — their information accessible to the Client. This information must be kept up to date and include the following: name, address, legal representatives, legal form and organisation type.
17. The subcontractors must immediately inform the Client of any of the changes related to information mentioned in article 16 above.
18. The subcontractors must keep records and other supporting documents to prove the proper implementation of their action tasks in line with the accepted standards in the respective field.
19. In addition, the subcontractors must keep and provide to the Client any additional information that may be required by the granting authority to prove the eligibility of the costs reimbursed from the grant and or to any related verifications, reviews, checks, audits.
20. The records and supporting documents must be made available upon request or in the context of checks, reviews, audits or investigations.
21. The subcontractors must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The granting authority may accept non-original documents if they offer a comparable level of assurance.
22. The noncompliance with or any breach of the obligations under the GA may also lead to serious measures and consequences described in the GA.