

## Clarification Note No 1

EUSPA internal reference: WF 271606

### Grant procedure: EUSPA/GRANT/03/2021 "Support for Galileo/EGNOS Performance Monitoring Activities"

**Question no. 1:** In the previous grant GSA/2016/04 it turned out that due to the grant rules, partners could only partially make use of the grant as not all costs made could be easily declared as eligible costs. This was primarily the case for the use of expensive facilities such as a radio telescope and a research aircraft, where problems occur justifying mixed personnel and material costs as the facilities are used in multiple projects.

Given the previous experience, our consortium proposes to use a lump-sum method to charge costs in the coming grant for the use of these facilities per dataset delivered. The price for a single dataset can be justified once at the start of the grant and will be based on actual costs made, however it will be fixed for the framework duration. These costs declared as part of the grant will then be <price per dataset> \* <datasets delivered>. An estimate of the expected number of datasets will be provided in advance.

Please confirm that this approach is acceptable to EUSPA.

**Answer no. 1:** The use of lump sums is not eligible in EUSPA calls for proposals. The costs eligibility conditions as specified in section 15.2 of the call for proposals will need to be applied. For your particular case it would be advisable to keep timesheets for the use of the facilities.

**Question no. 2:** It is our understanding that the liability mentioned in article II.4.2 on page 20 of the FPA of each partner is limited to its share of the grant. No joint liability (whereby each partner could be called also for the liabilities of other partners) applies. Is this correct and if not what is the limit of the liability of each partner?

**Answer no. 2:** Article II.4.2 of the FPA which relates to 'Liability for damages' states the partner is liable to compensate EUSPA for *any* damage it causes as a result of the implementation of an action or because an *action* was not implemented in full compliance with the Framework agreement or the Specific agreement. No limit of liability applies.

When it comes to recovery of payments made by the Granting Authority under the grant (which is a different situation from the liability for damages under the previous paragraph) Article II.26.3 of the FPA limits the exposure of the beneficiaries to recovery to the contribution of each partner under the grant. A derogation to the above-mentioned regime for recovery is set out by article I.5 with reference to the coordinator who is liable, in case of recovery, up to the maximum amount of the grant.

**Question no. 3:** Article II.20.3.2 on page 44 of the FPA mentions that the certificate of compliance can be produced by a competent and independent public officer if the partner is a public body. The questions is if this independent public officer can be an employee of the partner when this employee is not involved in the preparation of the financial statements.

**Answer no. 3:** Article II.20.3.2 of the FPA relates to the costs declared on the basis of the beneficiary's usual cost accounting practices which is not applicable for this grant as specified in Article 3.2(v) of the Model Specific Grant Agreement (see page 61 of the document)

**Question no. 4:** The current deadline for submission is July 29, 2022. Our question/request is an extension of the submission deadline to the end of September (30/09).

**Answer no. 4:** The deadline for submission of the proposals will be extended to 30/09/2022.

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