



**EuroHPC JOINT UNDERTAKING**  
**DECISION OF THE GOVERNING BOARD OF THE EuroHPC JOINT**  
**UNDERTAKING No 13/2022**  
**Approving the model Administrative Agreement with participating states**  
**on coordination regarding the implementation of the national**  
**contributions**

THE GOVERNING BOARD OF THE EUROHPC JOINT UNDERTAKING,

Having regard to Council Regulation (EU) 2021/1173 of 13 July 2021 on establishing the European High Performance Computing Joint Undertaking and repealing Regulation (EU) 2018/1488<sup>1</sup>, (hereinafter, “the Regulation”), in particular Article 8 thereof,

Having regard to the Statutes of the European High Performance Computing Joint Undertaking annexed to the Regulation (thereinafter "Statutes") and in particular to Articles 1(b) and (m) and 7(3)(q) thereof,

WHEREAS

- (1) In accordance with Article 8 of the Regulation and in order to ensure good administration and maximum simplification for the beneficiaries, the Participating State will, when implementing its national contributions, follow, wherever possible, the rules of the EU programme and the Joint Undertaking.
- (2) For this purpose, each Participating State shall choose to conclude an administrative agreement with the EuroHPC Joint Undertaking which will either
  - a. coordinate the implementation of the national contributions by the Participating State, to strengthen their mutual contacts, to ensure coordination and cooperation and to foster the exchange of information throughout the implementation of the grants.

Or:

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<sup>1</sup> OJ L 256, 19.7.2021, p. 3–51

- b. entrust the EuroHPC Joint Undertaking with the payment of national contributions to its beneficiaries. A specific model Administrative Agreement setting out the ‘entrusted’ funding mechanism will be signed with the designated NFAs. This agreement will also be subject to a Governing Board approval by means of the separate relevant decision.

- (3) The Governing Board shall approve then the model Administrative Agreement with Participating States on coordination regarding the implementation of the national contributions.

HAS ADOPTED THIS DECISION:

*Article 1*

The Governing Board approves the model Administrative Agreement applying the coordination mechanism for the implementation of their national contributions with participating states on coordination regarding the implementation of the national contributions.

*Article 2*

The Executive Director shall proceed with the signature of the approved model Administrative Agreement with the designated National Funding Authority (NFAs) of the relevant Participating States that decide to apply the coordination mechanism for the implementation of their national contributions.

*Article 3*

This Decision shall enter into force on the date of its adoption.

Done at Luxembourg, on 22 April 2022

For the Governing Board

[e-signed]

Herbert Zeisel

The Chair

Annex: Model Administrative Agreement with participating states on coordination regarding the implementation of the national contributions.

**ADMINISTRATIVE AGREEMENT WITH [PARTICIPATING STATE]**  
**ON COORDINATION REGARDING THE IMPLEMENTATION OF THE**  
**NATIONAL CONTRIBUTIONS**

[Participating State], represented by [National Funding Authority legal name (short name)], [address], represented by [insert function, forename, surname],

**and**

[JU legal name (short name)] ,('Joint Undertaking'), represented by [insert function, forename, surname],

*[OPTION for multi NFA agreements: 2.* [National Funding Authority legal name (short name)], [address] ('National Funding Authority' or 'NFA'), represented by [insert function, forename, surname],

Hereinafter as “**the Parties**”,

**hereby agree**

to **coordinate** for the implementation of the national contributions by the Participating State, in accordance with the terms and conditions set out below:

### **1 — General**

In accordance with Article 8 of the EuroHPC JU Regulation<sup>2</sup> and in order to ensure good administration and maximum simplification for the beneficiaries, the Participating State will, when implementing its national contributions, follow, wherever possible, the rules of the EU programme and the Joint Undertaking.

Both Parties will endeavour to strengthen their mutual contacts, to ensure coordination and cooperation and to foster the exchange of information throughout the implementation of the grants.

### **2 — Joint programming**

The Participating State and the Joint Undertaking will inform and keep each other informed on their programming.

For this purpose, the Participating State will — within 30 days following a request of the JU Executive Director and at the latest by 31 January — communicate the following:

- the list of JU calls to which it will contribute in the form of national top-up grants and the indicative maximum amount of the national funding committed for each call
- specific eligibility criteria it intends to apply for the the national funding (if any)

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<sup>2</sup> Council Regulation (EU) 2021/1173 of 13 July 2021 on establishing the European High Performance Computing Joint Undertaking

The committed maximum amounts for the national funding must, where possible, be commensurate<sup>3</sup> to the JU funding and will fix the ratio of contribution of both sides to the call concerned.

The JU work programme will also include the information on the national grants; the JU calls will be common calls, covering both the JU and the national funding.

Where appropriate and upon request, the JU will make available to the NFA the verification of the eligibility of costs, performed according to the relevant Framework Programme rules, which the NFA may use as part of its own payment process. Verification of the eligibility of costs may be performed by the NFA according to the specific national rules.

### **3 — Joint selection and award**

The admissibility and eligibility conditions for the calls will follow the EU programme funding the JU call; the national funding may be made subject to additional eligibility criteria by the Participating State.

Evaluations will be based on the applicable EU programme rules.

Wherever possible, the Participating State will rely on the ranked list provided by the evaluation committee of the Joint Undertaking and award the national grants directly to the beneficiaries from their country.

The Joint Undertaking will keep the Participating State informed of the evaluation, and in particular of the ranked lists of proposals proposed for funding and for the reserve list.

### **4 — Grant implementation — Linked grants — Synchronised reporting periods and payments**

The Participating State and the Joint Undertaking will sign two separate grant agreements and where possible, will aim to manage the two grants in parallel (as linked actions, with synchronised reporting periods, checks and payments).

Wherever possible, the Participating State will rely on the eligibility checks and audits by the Joint Undertaking. The Participating State and the Joint Undertaking will communicate to each other the following:

- a) the date of signature of both grant agreements, including the amount of funding and the starting and end dates of the action
- b) any amendments or terminations that imply changes beneficiaries coming from the Participating State
- c) breaches resulting in recovery procedures.
- d) any project reviews that occur throughout the lifetime of a project

### **5 – Communications between the Parties**

Any communication relating to the Agreement shall be made by email sent to the attention of the Executive Director, using the following addresses:

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<sup>3</sup> In line with article 7 of Council Regulation (EU) 2021/1173 of 13 July 2021 on establishing the European High Performance Computing Joint Undertaking

- a. For the Joint Undertaking

To the attention of the EuroHPC JU Executive Director [info@eurohpc-ju.europa.eu](mailto:info@eurohpc-ju.europa.eu)

- b. For the National Funding Authority

[to be completed accordingly providing a personal email address (not a functional mailbox)]

Any relevant information will be provided via the Communication and Information Resource Centre for Administrations, Businesses and Citizens (CIRCABC) tool.

Communications sent by ordinary post shall be considered to have been received on the date when they are officially registered by the receiving party at the address referred to above.

Formal notifications by registered post with proof of delivery will be considered to have been received either on the delivery date registered by the postal service or the deadline for collection at the post office.

Electronic communications are considered to have been received on the same date and time they were sent, unless the sending party receives a message of non-delivery. In this case, the communication must be re-sent to any of the other addressees listed above. If requested by the receiving party within 10 days of receiving the electronic communication, the sending party shall moreover confirm the electronic communication by sending the original signed paper version by regular post on the address mentioned in the preamble of this Agreement.

## **6– Confidentiality**

1. The Parties shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the fulfilment of the obligation under this Agreement.

2. The Parties shall not use confidential information and documents for any reason other than fulfilling the obligations under the Agreement, unless otherwise foreseen in writing.

3. The Parties reserve the right to refuse the disclosure of information when requested by third parties and in order to preserve the public interest. The Parties will keep each other informed when such a situation occurs.

4. The Parties shall be bound by the obligation referred to in the above paragraph during the implementation of the Agreement and for a period of five years starting from the date of its termination, unless:

- a. the concerned Party agrees to release the other Party from the confidentiality obligations earlier;
- b. the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the Party bound by that obligation;
- c. the disclosure of the confidential information is required by law or by court decision or order.

## **7 – Data Protection**

Any personal data included in or relating to this Administrative Agreement, including its implementation, shall be processed separately by each Party as data controller. Such data shall be processed solely for the purposes of the implementation, management and monitoring of

this Administrative Agreement and the Consortium Agreement by each data controller. in compliance with each Party data protection obligations resulting from Regulation (EU) 2016/679<sup>4</sup> and Regulation (EU) 2018/1725<sup>5</sup>.

## 8 – Termination of the Agreement

1. If the Participating State wishes to join the Central Financial Management of National Contributions (CFMC) it shall sign the relevant Administrative Agreement on CFMC. The signature of the Administrative Agreement on CFMC shall automatically imply the termination of this Agreement.

2. Without prejudice to paragraph 1, the National Funding Authority shall remain bound by its obligations incurred from previous calls for proposals.

## 9— Final provisions

The arrangements for the coordination of national contributions will apply to the calls concerned, for their entire lifecycle including the implementation of the ensuing grant agreements and the *ex post* controls after their end.

The Agreement will remain applicable throughout the duration of the Joint Undertaking as set out in Article [...] of the JU Regulation.

### SIGNATURES

For the National Funding Authority  
[function/forename/surname]

For the Joint Undertaking  
[function/forename/surname]

Done in English  
on [date]

Done in English  
on [date]

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<sup>4</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, OJ L 119, 4.5.2016, p. 1, [https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L\\_.2016.119.01.0001.01.ENG](https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2016.119.01.0001.01.ENG)

<sup>5</sup> Regulation (EU) 2018/1725 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 295/39, 21.11.2018, <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1725&from=EN>