

**ADMINISTRATIVE AGREEMENT [identifier]**

**for THE IMPLEMENTATION OF an alternative fuels INFRASTRUCTURE facility UNDER the Connecting Europe Facility - transport sector**

between

**THE EUROPEAN UNION**

and

**[…]**

This Administrative Agreement (the **Administrative Agreement**) is entered into between:

the **European Union**, represented by the European Commission (the **Commission**), with its seat at rue de la Loi 200, B-1049 Brussels, Belgium*,* represented for the purposes of the signature of this **Administrative Agreement** by Mr Herald RUIJTERS, Director, Directorate B – Investment, Innovative & Sustainable Transport, Directorate General Mobility and Transport

the **EU**,

of the one part, and

[…], having its seat at […], represented for the purposes of the signature of this **Administrative Agreement** by […, and …],

the **Implementing Partner**,

of the other part,

each a **Party** and together the **Parties**,

**WHEREAS**

1. By Commission Implementing Decision C(2021) 5763 final of 05.08.2021 on the financing of the Connecting Europe Facility – Transport and the adoption of the work programme for 2021-2027 (the **MAWP** **Decision**), the **Commission** set out an Alternative Fuel Infrastructure Facility under the transport sector of the **CEF** (the **CEF-T-AFIF**), and designates as potential “implementing partners” for **CEF-T-AFIF** the entities with which the **Commission** may cooperate for the implementation of the **CEF-T-AFIF**.
2. By Decision C(2021) 947 of 12.2.2021 delegating powers to European Climate, Infrastructure and Environment Executive Agency (CINEA) with a view to the performance of tasks linked to the implementation of Union programmes in the field of transport and energy infrastructure; climate, energy and mobility research and innovation; environment, nature and biodiversity; transition to low-carbon technologies; and maritime and fisheries; comprising, in particular, implementation of appropriations entered in the general budget of the Union and those stemming from external assigned revenue (the **CINEA Decision**), the **Commission** delegated to CINEA the performance of certain tasks linked to the implementation of parts of the *Connecting Europe Facility*, which include tasks related to the management of operations and procedures leading to the adoption of **Commission** grant award decisions, the conclusion of grant agreements, and the management of ensuing grant award decisions and grant agreements under the **CEF-T-AFIF**.
3. The **Commission** intends to implement the **CEF-T-AFIF** in direct management, with the launch of a rolling call for proposals (the **Call**), pursuant to the applicable provisions of 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.
4. [*optional: reference to the mandate of the Implementing Partner*]
5. [*optional*: The signature of this **Administrative Agreement** by […] was authorised by [*reference to the internal decision of the Implementing Partner authorizing the signature*].
6. The Parties wish to acknowledge the option of continuing their cooperation in the implementation of the **CEF-T-AFIF**, on substantially the same terms, to the extent that a financial envelope is allocated from the budget of the Union to the **CEF-T-AFIF** for the period 2024-2027.

THE PARTIES HAVE AGREED TO ENTER INTO THIS **ADMINISTRATIVE AGREEMENT**, on the terms defined below.

**Article 1 – SUBJECT MATTER AND AGREEMENT STRUCTURE**

* 1. This **Administrative Agreement** sets out the terms and conditions governing the relationship between the **Commission** and the **Implementing Partner** with respect to their cooperation in relation to the utilisation by the **Commission** of the financial envelope allocated to **CEF-T-AFIF** from the budget of the Unionover the period 2021-2023.
  2. This **Administrative Agreement** comprises these executed terms and the following **Annex**: *Project Summary Sheet Models*, which forms an integral part hereof.

**Article 2 – ENTRY INTO FORCE AND DURATION**

* 1. This **Administrative Agreement** shall enter into force on the date of its signature by the last of the Parties (the **Effective Date**).
  2. The Parties shall commence their cooperation under this **Administrative Agreement** on the next **Business Day** following the **Effective Date**, where **Business Day** designates any working day on which the **Commission** and the **Implementing Partner** are open for business in Brussels and […: *Capital of the MS where is located the IP*].
  3. The **Implementing Partner** may make available the relevant **Project Summary Sheet** (as the term is defined in Article 3.5) to the **Applicant** (as the term is defined in Article 3.3) until the last cut-off date for submission of grant applications set in the **Call** documentation published by the **Commission**.
  4. The **Implementing Partner** shall endeavour to provide to the **Commission** the information specified in Articles 3.10 and 3.11 from the date of entry into force of the first grant agreement entered into between the **Commission** and the relevant **Applicant** in connection with an action supporting a **Project** (as the term is defined in Article 3.6), as such date shall be timely communicated by the **Commission** (including through CINEA, where applicable pursuant to the **CINEA Decision**) to the **Implementing Partner** until the earliest of:

1. the date when the final payment report required under the grant agreement between the **Commission** and the relevant **Applicant**, documenting the completion of the action supporting the **Project**, is finalised in accordance with the **Commission** rules and procedures, as such date shall be timely communicated by the **Commission** to the **Implementing Partner**; or
2. the date when the project completion report required under the **Implementing Partner** financing agreement, documenting the completion of the activities for which the **Implementing Partner** financing is provided, is finalised in accordance with the **Implementing Partner** internal policies, rules and procedures; or
3. the date when the financing provided, directly or indirectly, by the **Implementing Partner** for the **Project** is fully repaid in accordance with the terms of the relevant financing agreement; or
4. any earlier date to be agreed in writing between the Parties in connection with the **Project** concerned.

**Article 3 – COOPERATION BETWEEN THE PARTIES**

* 1. At its sole discretion, the **Implementing Partner** may request guidance from the **Commission** on the interpretation of the eligibility criteria for the **CEF-T-AFIF** in connection with investment project proposals that the **Implementing Partner** intends to finance and that include activities relevant to the areas covered by the **CEF-T-AFIF**. For this purpose, and subject to any confidentiality duties and/or personal data protection obligations of the **Implementing Partner**, the **Implementing Partner** may communicate to the **Commission**, by e-mail to [MOVE-CEF-AFIF@ec.europa.eu](mailto:MOVE-CEF-AFIF@ec.europa.eu) (or to such other e-mail address as may be indicated by the **Commission** from time to time), the following information: identification of the project promoter; identification of the project; and an outline of the project activities potentially compatible with the aforementioned eligibility criteria.
  2. The Parties agree that any such guidance provided by the **Commission** is indicative and without prejudice to the eligibility check to be undertaken by the **Commission** on each application for a grant submitted under the **Call** (each, a **Grant Application**).
  3. The financing from the **Implementing Partner** may take the form of direct financing, in which case the contractual counterparty of the **Implementing Partner** for the purposes of its own financing is expected to be the same as the **Applicant**, or indirect financing, in which cases the financing is granted by the **Implementing Partner** to an intermediary (the **Intermediary**) for the purpose of financing a set of several pre-identifiable investment projects, which may be proposed by eligible **Applicants**.

In relation to the preceding and for the purposes of this **Administrative Agreement**, the term **Applicant** designates the entity submitting a **Grant Application**, either solely or, as coordinator, in partnership with other entities.

* 1. With a view to deciding whether an investment project is to be awarded financing and in line with the **Implementing Partner**’s rules, policies and procedures, the **Implementing Partner** (or, in case of indirect financing, the **Intermediary**, in accordance with the terms of the financing agreement between the **Implementing Partner** and such **Intermediary**) shall undertake a comprehensive risk-based appraisal process of said investment project. Such appraisal includes, but is not limited to, financial, technical, environmental and social, economic, legal risk and compliance assessment.
  2. In order to be eligible under the **CEF-T-AFIF**, each **Grant Application** must include a **Financial Approval Letter** including a **Project Summary Sheet** (as defined below) signed by the **Implementing Partner** and, where the financing from the **Implementing Partner** is provided indirectly, co-signed by the relevant **Intermediary**. For this purpose, for each **Project** (as defined in Article 3.6) for which a favourable financing decision has been adopted by the **Implementing Partner** in accordance with its rules, policies and procedures, the **Implementing Partner** shall cooperate with the relevant **Applicant** (and, where the financing from the **Implementing Partner** is provided indirectly, with the **Intermediary**) in preparing such documentation, in the form included in the **Annex** and consisting, for each **Project**, of a financial approval letter including a project summary sheet in the applicable version (as specified in the **Annex**).
  3. The **Commission** (including through CINEA, where applicable pursuant to the **CINEA Decision**) shall, promptly after each cut-off date set in the **Call** documentation, inform the **Implementing Partner** of the list of **Grant Applications** submitted under the **Call** which designate the **Implementing Partner** as the expected provider of financing for the same investment project as that supported by the action for which the grant has been requested under **CEF-T-AFIF** (the **Project**). Subject to any confidentiality duties and/or personal data protection obligations of the **Commission**, the **Commission** may communicate to the **Implementing Partner**, by e-mail to [… e-mail] (or to such other e-mail address as may be indicated by the **Implementing Partner** from time to time), the following information: identification of the entity/ies which has/have submitted a **Grant Application**, identification of the **Project** for which the grant has been requested, and the grant amount requested.
  4. Without prejudice to the preceding, the Parties acknowledge and agree that:
     1. the content, completeness and accuracy of the information provided by the **Applicant** in the **Grant Application** is the exclusive responsibility of the **Applicant**. The **Implementing Partner** shall bear no responsibility or liability for the **Grant Application** or its contents, nor for any other information or declaration provided by the **Applicant** (or, where applicable, its partners) in order to obtain and/or benefit from a grant under the **CEF-T-AFIF**;
     2. the completeness and accuracy of the information provided by the **Applicant** (in cooperation with the relevant **Intermediary** where the financing from the **Implementing Partner** is provided indirectly) in the **Project** **Summary Sheet** accompanying the **Grant Application** is of the exclusive responsibility of the **Applicant**. The **Implementing Partner** is entitled to rely on such information (where the financing from the **Implementing Partner** is provided indirectly, as such information is validated by the relevant **Intermediary**) without further checks and shall bear no responsibility or liability in this respect;
     3. the **Commission** shall carry out its own evaluation of each **Grant Application** submitted and of the eligibility of the proposal to receive a grant under the **CEF-T-AFIF**, in accordance with its own policies, rules and procedures. The provision of the **Project Summary Sheet** by the **Implementing Partner** shall not constitute, nor be construed as constituting, an opinion on the eligibility of a proposal to receive a grant under the **CEF-T-AFIF**;
     4. any course of action taken or to be taken, or not taken or not to be taken by the **Commission** in relation to a **Grant Application** shall be decided upon solely by the **Commission** based upon its own evaluation of the relevant documents and circumstances, and the **Implementing Partner** is not responsible and shall bear no liability for any such decision of the **Commission**.
  5. Without undue delay after it has taken the relevant decision (and whenever feasible at the same time it notifies the relevant **Applicant** thereof), the **Commission** shall inform the **Implementing Partner** of all successful and unsuccessful **Grant Applications** for which the **Implementing Partner** has provided a **Financial Approval Letter** including a **Project Summary Sheet**, including as applicable the justification for the decision made.
  6. Without prejudice to Articles 3.5 and 3.10 herein, the **Commission** remains solely responsible, in all cases where the **Commission** decides to select a **Grant Application** and award a grant under the **CEF-T-AFIF**, for preparing, negotiating, signing and monitoring the relevant grant agreement with the successful **Applicant**. In particular, with respect to those **Projects** for which a **Financial Approval Letter** including a **Project Summary Sheet** is provided pursuant to Article 3.5:
     1. the signature of a grant agreement with a successful **Applicant** shall be conditional upon (i) the signature of the financing agreement between the **Implementing Partner** and the **Applicant**, in case of direct financing; or (ii) the acceptance of the **Project** for financing under the financing agreement between the **Implementing Partner** and its **Intermediary**, in case of indirect financing;
     2. in case of direct financing, notwithstanding any authorisation of the governing bodies of the **Implementing Partner** to provide such financing, the **Implementing Partner** has no obligation to enter into a financing agreement in respect of a **Project** to which the **Commission** has awarded a grant under the **CEF-T-AFIF**. In this respect,
        1. if the **Implementing Partner** decides not to enter into a financing agreement, it shall promptly inform the **Commission** thereof;
        2. if the **Implementing Partner** enters into a financing agreement, it shall endeavour to do so within 8 months after the call cut-off date. The **Implementing Partner** shall promptly inform the **Commission** if the signature of the financing agreement will be delayed beyond four months after the receipt of the aforementioned notification. In this case, the Parties shall consult with a view to finding a mutually acceptable way forward for the CEF-T-AFIF grant.
     3. a decision by the **Commission** not to award a grant under the **CEF-T-AFIF** in support of a **Project** shall not preclude the **Implementing Partner** from providing financing to that **Project** in accordance with its own policies, rules and procedures. Such financing shall not be covered by the cooperation framework set out in this **Administrative Agreement**.
  7. For the **Projects** for which, cumulatively, (i) the **Implementing Partner** has entered into financing agreements in accordance with its policies, rules and procedures or, in case of indirect financing, has approved such financing in accordance with the terms of the financing agreement between the **Implementing Partner** and the **Intermediary**; and (ii) the **Commission** has entered into a grant agreement under the **CEF-T-AFIF** as specified in Article 3.9, the **Implementing Partner** shall inform the **Commission** in writing:
     1. of the occurrence of payments/events of default, or of events related to compulsory prepayments or of events related to suspension of disbursement during the financing availability period (as such events are defined in the relevant financing agreement), within a reasonable period from the date when the **Implementing Partner** becomes aware of such an event and subject to having received advance permission from its contractual counterparty to do so and to any confidentiality duties, compliance, and/or personal data protection obligations of the **Implementing Partner**;
     2. of the discontinuation or cancellation of its financing to the **Project** and, to the extent permitted by its internal policies, rules and procedures and subject to any confidentiality duties and/or personal data protection obligations of the **Implementing Partner**, of the reasons for such discontinuation or cancellation, without undue delay.
  8. Upon written request from the **Commission**, the **Implementing Partner** shall provide, within a reasonable time, any clarification that the **Commission** may reasonably request in respect of the documents and/or information referred to in Articles 3.5 and 3.10to the extent that such information is available to the **Implementing Partner** and can be shared with the **Commission**.
  9. For the sake of clarity, although the **Implementing Partner** shall assess, in each case, if the information referred to in Articles 3.10 and 3.11 may be provided, the **Implementing Partner** is under no obligation to provide it in each and every case. When transmitted, it is strictly meant to provide the **Commission** with an overview of the projects supported under the **CEF-T-AFIF**, and the **Implementing Partner** shall bear no liability for any use the **Commission** makes of such information. Failure by the **Implementing Partner** to provide such information, for any reason whatsoever, shall not constitute a breach of its obligations under this **Administrative Agreement**.
  10. The Parties acknowledge and agree that the documents and/or information submitted by the **Implementing Partner** to the **Commission** under this **Administrative Agreement** may be made available by the **Commission** to CINEA to the extent this is necessary for the performance by CINEA of the tasks entrusted to it by the **Commission** under the **CINEA Decision** in respect of the implementation of the **CEF-T-AFIF**. The **Commission** shall ensure, prior to transferring such outputs, deliverables, and/or information to CINEA, that the provisions of Article 4 apply *mutatis mutandis* to CINEA. The **Parties** may agree on specific working procedures for such transfer of documents and/or information by the **Commission** to CINEA.
  11. For the avoidance of doubt, this **Administrative Agreement** shall not govern in any way the tasks and/or activities (or part thereof) that the **Implementing Partner** undertakes in relation to its own financing, in the context of both its project appraisal process for the purposes of deciding on the award of its financing to a **Project** and its **Project** monitoring activities, and which the **Implementing Partner** shall implement in line with its own rules, policies and procedures only. In this respect, the **Implementing Partner** shall not be subject to any other duties or responsibilities to the **Commission** except as reflected in this Article 3.

**Article 4 – INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY**

* 1. The **Implementing Partner** grants the **EU** the right to use each of the documents and/or information referred to in Articles 3.5, 3.10 and 3.11 only for purposes consistent with the objectives of this **Administrative Agreement**.
  2. All documents and other information, in whatever form (including electronic), provided by the **Implementing Partner** to the **Commission** in accordance with the terms of this **Administrative Agreement** shall be treated by the **Commission** as confidential.
  3. Except where it becomes known or available to the public other than through an action or omission of either Party, data and/or information pertaining to **Projects** and other confidential or commercially sensitive information which is the property of the **Implementing Partner** or of third parties involved in the **Project** and which is communicated by one Party to the other under this **Administrative Agreement** shall not be shared at any time outside the Parties (without prejudice to Article 3.13), unless (i) the entity owning such data or information expressly agrees in writing for it to be shared, and only within the terms of such express agreement, or (ii) disclosure of the information is required by law, regulation, treaty, by an order of a court having jurisdiction in the matter or, in particular, to the European Court of Auditors pursuant to the tripartite agreement referred to in Article 287 of the Treaty and entered into on 27 October 2003 by the Commission, the European Court of Auditors and the Bank on the cooperation with respect to the modes for controls exercised by the European Court of Auditors, as may be amended, supplemented or modified from time to time.
  4. If the **Commission** is required to disclose confidential information to the European Parliament or the Council in the discharge procedure, it shall ensure the secure transmission of such confidential information and apply the arrangements regarding sensitive documents agreed between these institutions for these purposes.

**Article 5 – NOTICES AND COMMUNICATIONS**

Notices and communications relating to this **Administrative Agreement** from one Party to the other shall, except as specified in Articles 3.1 and 3.6, be sent in writing in paper or in electronic form, using the following communication details:

|  |  |
| --- | --- |
| For the Commission: | European Commission  Directorate-General for Mobility and Transport  Directorate B – Investment, Innovative and Sustainable Transport  Unit B2 Transport Investment  DM 28 06/095  B-1049 Brussels (Belgium)  Functional E-Mail Box: [MOVE-CEF-AFIF@ec.europa.eu](mailto:MOVE-CEF-AFIF@ec.europa.eu) |
| For the Implementing Partner: | [… : Implementing Partner]  [Address]  [Functional E-Mail Box: [ …] ] |

**Article 6 – AMENDMENTS**

* 1. Any amendment, modification, or variation of this **Administrative Agreement** shall require an instrument in writing duly signed by each Party. The continuation, on substantially the same terms, of the cooperation between the Parties under this **Administrative Agreement** in relation to the utilisation by the **Commission** of a financial envelope that may be allocated to **CEF-T-AFIF** from the budget of the Unionover the period 2024-2027 may be agreed through an exchange of letters between the Parties.
  2. Changes of any of the contact details specified in Article 5 may simply be notified to the other Party in writing, in accordance with Article 5.
  3. Non-substantial changes to the models included in **Annex** may be agreed between the Parties by exchanges of electronic communication, provided that such changes do not conflict with or otherwise amend or render inapplicable these executed terms, in which case they shall be null and void.

**Article 7 – OTHER PROVISIONS**

* 1. For the avoidance of doubt:

1. other than as specified in Article 3, the **Implementing Partner** shall have no information or reporting obligations, whether operational or financial, towards the **Commission** under this **Administrative Agreement**;
2. without prejudice to Article 7.2, the **Implementing Partner** is not required to carry out any specific visibility or communication activities in connection with this **Administrative Agreement** or the grants provided by the **Commission** to **Projects** under the **CEF-T-AFIF**;
3. the activities carried out by the **Implementing Partner** under this **Administrative Agreement** shall not be subject to any checks, verifications, evaluations, audits or monitoring missions carried out by the **Commission** or by any other Union institution or body, including the Court of Auditors of the European Union, the European Anti-Fraud Office, or the European Public Prosecutor’s Office;
4. the cooperation between the Parties under this **Administrative Agreement** is without prejudice to the right of the **Implementing Partner** to act in multiple capacities, including as provider of advisory support, in relation to the **Project** promoters or the **Projects**. The **Implementing Partner** shall manage any potential conflict of interests issues in accordance with its rules, policies and procedures;
   1. The Partiesagree to inform each other, on a best efforts basis (notably, if appropriate, at the signing of grant agreements and at the signing of the financing agreements) of any communication initiative they envisage in respect of a **Project** and, to the extent feasible, coordinate their approach and cross-reference in their communications their respective financing in support of the **Project**, while preserving their independence of action.
   2. The **Commission** shall hold the **Implementing Partner** harmless against any and all claims against it by an **Applicant** or a contractual counterparty of the **Commission** in respect of losses, damages or injury sustained by them caused by an act or omission of the **Commission** in the context of its processing of the **Grant Application** (including the **Financial Approval Letter** including the **Project Summary Sheet**) or the implementation of the relevant grant agreement.
   3. Nothing in this **Administrative Agreement** may create or be construed as creating a partnership or joint venture, agency or similar relationship between the Parties nor authorize either Party to make any statements or enter into any agreement on behalf of the other Party.
   4. If, at any time, either Party justifiably believes that the purpose of the **Administrative Agreement** can no longer be effectively or appropriately carried out, or due to *Force Majeure* or unforeseen circumstances beyond the control of the Parties can no longer be carried out, it may, after due consultation with the other Party, terminate this **Administrative Agreement** by giving the other Party six months prior written notice.

**Article 8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

1. The Parties shall be liable for their obligations under this **Administrative Agreement** in accordance with the general principles of law governing the liability of Union institutions and bodies as developed by the Court of Justice of the European Union.
2. The Court of Justice of the European Union shall have exclusive jurisdiction over any dispute regarding the interpretation, application or validity of this **Administrative Agreement**.

IN WITNESS WHEREOF the Parties have caused this **Administrative Agreement** to be executed on their behalf [in three originals in the English language, of which one for the **EU** and two for the **Implementing Partner**] OR [by having each of their respective authorised representatives apply, on behalf of the relevant Party, their qualified electronic signature, in compliance with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC].

|  |  |  |
| --- | --- | --- |
| Signed for and on behalf of |  | Signed for and on behalf of |
| **the European union** |  | **THE** […: THE IMPLEMENTING PARTNER] |
|  |  |  |
| Herald RUIJTERS  Director  Directorate B – Investment, Innovative & Sustainable Transport |  | […] |
| Date: |  | Date: |
|  |  |  |
|  |  | […] |
|  |  | Date:  *Note: One or two signatures in accordance with the rules of the Implementing Partner* |

**IMPLEMENTING PARTNER FINANCIAL APPROVAL LETTER**

*(To be filled in and signed by the cofinancing Implementing Partner and uploaded as part of the application. Use one or two signatures in accordance with the rules of the Implementing Partner/Intermediary.)*

*[OPTION 1 for direct financing (by an Implementing Partner):*

**[Applicant identity and address]**

**For the Attention of: [contact person]**

[Place], [date] [Letter number]

**Subject: [●]** [include where available the unique identifier of the financing]

Dear [●],

The [Implementing Partner: …] and […] (the “Applicant”) have been engaged in discussions about the financing of [Project name] ([unique identifier]) (the “Project”), for which the Applicant intends to also apply for a grant under the Alternative Fuels Infrastructure Facility under the Connecting Europe Facility – Transport (the “CEF-T-AFIF”).

Having regard to

1. the signature between the European Union, represented by the European Commission, and the [Implementing Partner: …] of an Administrative Agreement in respect of the implementation of the CEF-T-AFIF and
2. the requirement, indicated in the Call for proposals published by the CINEA[[1]](#footnote-1) in respect of the Alternative Fuels Infrastructure Facility, that *—* in order to be eligible to receive a grant under the CEF-T-AFIF *—* the Project for which such grant support is requested must also receive financing from a financing partner,

the Applicant has requested financing from the [Implementing Partner: …] for the Project.

The [Implementing Partner: …] thus confirms that:

1. the Project for which the Applicant intends to request grant support under the CEF-T-AFIF has been subject, for the purpose of [Implementing Partner: …]’s own financing, to a comprehensive risk-based appraisal process, in line with the [Implementing Partner: …]’s rules, policies and procedures, including in terms of financial, social, economic, legal, risk or compliance assessment; and
2. the [Implementing Partner: …]’s appraisal of the Project has been carried out with the professional degree of care, efficiency, independence, transparency and diligence that the [Implementing Partner: …] applies to the discharge of its own affairs.

A **Project Summary Sheet** is attached to this letter, which isbased on (i) the information provided by the Applicant in relation to the scope of the Project supported by our financing and the scope of the Grant Application and (ii) the economic, technical and financial analysis undertaken by the [Implementing Partner: …] for the purpose of the approval by its own governing bodies of the financing of the Project.

This letter and the Project Summary Sheet are based on the following terms:

1. the content, completeness and accuracy of the information provided by the Applicant to the [Implementing Partner: …] are the exclusive responsibility of the Applicant and has been relied upon by the [Implementing Partner: …] in its preparation of the Project Summary Sheet; and
2. the [Implementing Partner: …] bears no responsibility or liability for the Grant Application or its contents, nor for any other information or declaration provided by the Applicant in order to benefit from grant support under the CEF-T-AFIF.

The [Implementing Partner: …] further confirms that:

1. on the basis of a favourable assessment of economic viability pursuant to the above-mentioned appraisal process on [date] the [Implementing Partner: …]’s governing bodies have approved a financing of up to EUR […] to the Project;
2. *[OPTION 1:*the corresponding financing agreement was subsequently signed on [date]*]* OR *[OPTION 2:* the availability of the corresponding financing is conditional, *inter alia*, on *[*the signature of legal documentation in a form acceptable to the [Implementing Partner: …]*][*and*][*on the fulfilment of any conditions set out in the legal documentation (which may include receipt of an investment grant or equivalent additional financing) and the absence of any continuing event of default or other event or circumstance that would relieve the [Implementing Partner: …] from any financing obligation*]]*.

Yours sincerely

[THE IMPLEMENTING PARTNER: …]

|  |  |
| --- | --- |
|  |  |
|  | [Full name]  [Job title] |

**PROJECT SUMMARY SHEET (direct financing)**

|  |  |  |  |
| --- | --- | --- | --- |
| **PROJECT SUMMARY SHEET** | | | |
| **Name of the Project:** | [project name] *—* [unique identifier] | | |
| **Financing amount approved:** | [approved financing amount] | | |
| **CEF-T-AFIF Grant Application:**  (as provided by the Applicant to [Implementing Partner: …]) | [project title] *—* [acronym] | | |
| **TYPE OF BLENDING OPERATION (completed by the [Implementing Partner: …])** | | | |
| Combined operation (art 17 CEF Regulation) | | | **☐** |
| Blending operation (art 6(2) CEF Regulation, i.e. including an InvestEU support) | | | **☐** |
| **PROJECT DESCRIPTION** | | | |
| Based on the information provided by the Applicant to [Implementing Partner: …], are the activities described in the Grant Application identical to the ones supported by the financing of the Implementing Partner? | | | Yes / No |
| **Description of the Project supported by the financing of the Implementing Partner:**  *Provide here a brief description of the Project.*  ***Note:*** *For EV charging stations the description should at least indicate the different types of charging stations and as far as available for each type of station the number of stations to be installed within the scope of the Project, as well as the number and capacity of grid connections.* | | | |
| insert text | | | |
| **Description of the activities covered by the Grant Application** (as provided by the Applicant to [Implementing Partner: …]):  *Include here the description of the activities covered by the Grant Application provided by the Applicant.*  ***Note:*** *If the scope of these activities and that of the Project are the same, just state “idem”.*  *If the scope of these activities and that of the Project are not identical, for example if the Implementing Partner financing covers activities that are either not eligible for the grant or not included by the Applicant as part of the Grant Application, please include a description following on the same structure and type of information as included under the “Description of the Project”, highlighting to the extent feasible the differences between the Project and the part covered by the Grant Application.* | | | |
| insert text | | | |
| **(EXPECTED) USES OF FUNDS** (as provided by the Applicant and agreed by the [Implementing Partner: …] for the purpose of the approval of [Implementing Partner: …] financing)  *Complete the table on expected uses of funds for the Project supported by the financing.* | | | |
| Investment cost components | | Amount (EUR m) | |
| [Cost component A] | | [amount] | |
| [Cost component B] | | [amount] | |
| [Cost component C] | | [amount] | |
| … | | … | |
| Total Project Investment Cost | | [amount] | |
| **(EXPECTED) SOURCES OF FUNDS** (as provided by the Applicant to [Implementing Partner: …] for the purposes of the approval of [Implementing Partner: …] financing)  *Complete the table on expected sources of funds (financial plan) for the Project supported by the financing – please remove lines that are not applicable.* | | | |
| Sources of funds | | Amount (EUR m) | |
| Implementing Partner financing *(please also indicate the type of financing provided)*   * Type 1: […] * Type 2: […] * Type 3: […] | | [amount]  *(split by type of financing if more than one*   * *Type 1 amount: […]* * *Type 2 amount: […]* * *Type 3 amount: […])* | |
| Private financing *(please provide split, if available; do NOT include the IP financing)*:   * Debt from private investors * Equity injection from private investors * Internal financing/own funds *(for applicants that are private bodies)* | | [amount] | |
| Public non-repayable financing *(please provide split):*   * CEF-T-AFIF grant applied for * Other EU Instruments/Other EU Grants/ESIF * National/Regional/Local grants or loans * Internal financing/own funds *(for applicants that are public bodies)* | | [amount] | |
| Other financing *(please provide explanations and split, if available)* | | [amount] | |
| Total Project Investment Costs | | [amount] | |
| **APPLICANT OPERATIONAL CAPACITY** | | | |
| Does the Applicant, in the opinion of the [Implementing Partner: …], based on its appraisal performed for the purpose of its own financing, have the operational and technical competencies and capacity required to complete the Project? | | Yes / No | |
| **Signature of the authorised persons**  ***Note:*** *Use one or two signatures in accordance with the rules of the Implementing Partner.* | | | |
| **Person 1** | | | |
| **Name and function:** | [name NAME], [function] | | |
| **Date of signature:** | [date] | | |
| **Signature and stamp:** | [signature and stamp] | | |

*]*

*[OPTION 2 for indirect financing (through an Intermediary):*

*(Note: Use one or two signatures in accordance with the rules of the Implementing Partner)*

**[Applicant identity and address]**

**For the Attention of: [contact person]**

[Place], [date] [Letter number]

**Subject: [●]** [include where available the unique identifier of the financing]

Dear [●],

The [Implementing Partner: …] has approved financing in favour of […] (the “Intermediary”) under [Project name] ([unique identifier]) (the “Programme”). The Programme is comprised of the financing of smaller projects (pre-identifiable on the basis of an agreed set of criteria), including the **Project** for which […] (the “Applicant”) intends to also apply for a grant under the Alternative Fuels Infrastructure Facility under the Connecting Europe Facility – Transport (the “CEF-T-AFIF”).

Having regard to

1. the signature between the European Union, represented by the European Commission, and the [Implementing Partner: …] of an Administrative Agreement in respect of the implementation of the CEF-T-AFIF; and
2. the requirement, indicated in the Call for proposals published by CINEA[[2]](#footnote-2) in respect of the Alternative Fuels Infrastructure Facility, that – in order to be eligible to receive a grant under the CEF-T-AFIF – the Project for which such grant support is requested must also receive financing from a financing partner,

the Applicant has requested financing from the Intermediary for the Project under the Programme financed by the [Implementing Partner…].

The [Implementing Partner: …] thus confirms that:

1. the Project for which the Applicant intends to request grant support under the CEF-T-AFIF has been approved to receive financing support under the Programme through the Intermediary [ordering number in the allocation letter]. The Programme has been subject to a comprehensive risk-based appraisal process in line with the [Implementing Partner: …]’s rules, policies and procedures, including in terms of financial, social, economic, legal, risk or compliance assessment;
2. the Intermediary’s appraisal of the Project has been made with the requisite professional degree of care, efficiency, independence, transparency and diligence, in accordance with the requirements of the financing agreement between the [Implementing Partner: …] and the Intermediary;
3. the [Implementing Partner: …] has reviewed the eligibility of the Project for its own financing and confirmed the allocation proposal by the Intermediary under the Programme.

A **Project Summary Sheet** is attached to this letter, which is based on (i) the information provided by the Applicant and the Intermediary in relation to the scope of the Project supported by our financing and the scope of the Grant Application and; (ii) the economic, technical and financial analysis undertaken by the Intermediary and accepted by the [Implementing Partner: …], in accordance with its rules, policies and procedures and the terms of the relevant financing agreement for the purpose of approving the financing of the Project under the Programme.

This letter and the Project Summary Sheet are based on the following terms:

1. the content, completeness and accuracy of the information provided by the Applicant and the Intermediary to the [Implementing Partner: …] are the exclusive responsibility of the Applicant and/or the Intermediary, and has been relied upon by the [Implementing Partner: …] in its preparation of the Project Summary Sheet; and
2. the [Implementing Partner: …] bears no responsibility or liability for the Grant Application or its contents, nor for any other information or declaration provided by the Applicant in order to benefit from grant support under the CEF-T-AFIF.

The [Implementing Partner: …] further confirms that:

1. on [date] the [Implementing Partner: …]’s governing bodies have approved a financing of up to EUR […] to the Programme and that the financing agreement between the [Implementing Partner: …] and the Intermediary was signed on [date].
2. Subsequently, on [date] the [Implementing Partner: …] confirmed the allocation of EUR […] made by the Intermediary on the basis of a favourable assessment of economic viability of the Project pursuant to the Intermediary’s appraisal process, of EUR […] in support of the Project, financed by the Intermediary under the Programme.

Yours sincerely

[THE IMPLEMENTING PARTNER: …]

|  |  |
| --- | --- |
|  |  |
|  | [Full name]  [Job title] |

*]*

**PROJECT SUMMARY SHEET (indirect financing)**

|  |  |  |  |
| --- | --- | --- | --- |
| **PROJECT SUMMARY SHEET** | | | |
| **Name of the Project:** | [project name] *—* [unique identifier] | | |
| **Financing amount approved:** | [approved financing amount] | | |
| **CEF-T-AFIF Grant Application:**  (as provided by the Applicant to [Implementing Partner: …]) | [project title] *—* [acronym] | | |
| **TYPE OF BLENDING OPERATION (completed by the [implementing partner: …])** | | | |
| Combined operation (art 17 CEF Regulation) | | | **☐** |
| Blending operation (art 6(2) CEF Regulation, i.e. including an InvestEU support) | | | **☐** |
| **PROJECT DESCRIPTION (as provided by the Intermediary to the [Implementing Partner: …])** | | | |
| Based on the information provided by the Applicant to the Intermediary (as validated by the Intermediary), are the activities described in the Grant Application identical to the ones comprised in the investment project supported by the financing of the Intermediary under the Programme and subject to the Intermediary’s due diligence, subsequently confirmed by the [Implementing Partner:…] for allocation. | | | Yes / No |
| **Description of the Project supported by the financing of the Intermediary under the Programme financed by the Implementing Partner:**  *Provide here a very brief description of the Project.*  ***Note:*** *For EV charging stations the description should at least indicate the different types of charging stations and as far as available for each type of station the number of stations to be installed within the scope of the Project, as well as the number and capacity of grid connections.* | | | |
| insert text | | | |
| **Description of the activities covered by the Grant Application** (as provided by the Applicant to the [Implementing Partner: …] and/or the Intermediary):  *Include here the description of the activities covered by the Grant Application provided by the Applicant and confirmed by the Intermediary.*  ***Note:*** *If the scope of these activities and that of the Project are the same, just state “idem”.*  *If the scope of these activities and that of the Project are not identical, for example if the financing provided under the Programme covers activities that are either not eligible for the grant or not included by the Applicant as part of the Grant Application, please include a description following the same structure and type of information as included under the “Description of the Project”, highlighting to the extent feasible the differences between the Project and the part covered by the Grant Application.* | | | |
| insert text | | | |
| **(EXPECTED) USES OF FUNDS** (as provided by the intermediary to the [implementing partner: …])  *Complete the table on expected uses of funds for the Project supported by the financing.* | | | |
| Investment cost components | | Amount (EUR m) | |
| [Cost component A] | | [amount] | |
| [Cost component B] | | [amount] | |
| [Cost component C] | | [amount] | |
| … | | … | |
| Total Project Investment Cost | | [amount] | |
| **(EXPECTED) SOURCES OF FUNDS** (as provided by the intermediary to the [implementing partner: …])  *Complete the table on expected sources of funds (financial plan) for the Project supported by the financing – please remove lines that are not applicable.* | | | |
| Sources of funds | | Amount (EUR m) | |
| Intermediary financing amount backed by the [Implementing Partner: …] financing *(please also indicate the type of financing provided)*   * Type 1: […] * Type 2: […] * Type 3: […] | | [amount]  *split by type of financing if more than one)*   * *Type 1 amount: […]* * *Type 2 amount: […]* * *Type 3 amount: […]* | |
| Private financing *(please provide split, if available; do NOT include the IP financing)*:   * Debt from private investors * Equity injection from private investors * Internal financing/own funds *(for applicants that are private bodies)* | | [amount] | |
| Public non-repayable financing *(please provide split):*   * CEF-T-AFIF grant applied for * Other EU Instruments/Other EU Grants/ESIF * National/Regional/Local grants or loans * Internal financing/own funds *(for applicants that are public bodies)* | | [amount] | |
| Other financing *(please provide explanations and split, if available)* | | [amount] | |
| Total Project Investment Costs | | [amount] | |
| **APPLICANT OPERATIONAL CAPACITY** | | | |
| Does the Applicant, in the opinion of the Intermediary, based on its due diligence, and for the purpose of the financing provided under the Programme, have the operational and technical competencies and capacity required to complete the Project? | | Yes / No | |
| **Signature of the authorised persons (INtErmediary)**  ***Note****: Use one or two signatures in accordance with the rules of the Intermediary.* | | | |
| **Person 1** | | | |
| **Name and function:** | [name NAME], [function] | | |
| **Date of signature:** | [date] | | |
| **Signature and stamp:** | [signature and stamp] | | |
| **Signature of the authorised persons (IMPLEMENTING PARTNER)**  ***Note:*** *Use one or two signatures in accordance with the rules of the Implementing Partner.* | | | |
| **Person 1** | | | |
| **Name and function:** | [name NAME], [function] | | |
| **Date of signature:** | [date] | | |
| **Signature and stamp:** | [signature and stamp] | | |

1. <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/programmes/cef> [↑](#footnote-ref-1)
2. <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/programmes/cef> [↑](#footnote-ref-2)