



EU Funding & Tenders Portal

Terms and Conditions

Version 6.0
6 October 2020



HISTORY OF CHANGES		
Version	Publication date	Changes
Version 1.0	13.12.2014	<ul style="list-style-type: none"> ▪ Initial version (as Terms and Conditions of use of the Electronic Exchange System)
2.0	15.01.2015	<ul style="list-style-type: none"> ▪ Change in clause 3.1.6
2.1	03.02.2015	<ul style="list-style-type: none"> ▪ Minor redrafting: Change of title and header (into Participant Portal Terms & Conditions). Addition of versioning table. Change of blue colour
3.0	21.04.2016	<ul style="list-style-type: none"> ▪ Simpler language (regrouping of different user types (individual, beneficiary, applicant, expert etc.) under common label 'users') Addition of PCoCo role.
4.0	17.01.2018	<ul style="list-style-type: none"> ▪ General revision to improve readability (regrouping the Commission and other EU services using the EES under common label 'EU'). ▪ Changes to include procurement.
5.0	21.09.2018	<ul style="list-style-type: none"> ▪ Replacement of Participant Portal name with the new Funding & Tenders Portal name ▪ Minor redrafting: § 1.1 re-definition of the FT Portal; §1.4 additional reference to the user's agreement to the T&C.
5.1	17.07.2019	<ul style="list-style-type: none"> ▪ Update of some outdated links
6.0	06.10.2020	<ul style="list-style-type: none"> ▪ Changes to include audit management

EU FUNDING & TENDERS PORTAL TERMS AND CONDITIONS

1. SUBJECT MATTER AND SCOPE

1.1 The EU Funding & Tenders Portal ('Portal') is an electronic portal and exchange system managed by the European Commission and used by itself and several other EU services (together 'EU') for the management of their funding, prizes and procurements.

1.2 It is open to:

- users applying for or managing **EU grants, procurements and prizes**
- **external experts** and **audit firms** hired in the context of EU funding programmes

and allows them to:

- register (in the [Participant Register](#) or [Expert Data Base](#)) and view and edit their data
- create, revise and submit proposals for funding and tenders
- prepare and sign contracts
- manage their projects and contracts (*e.g. submit deliverables, reports and payment requests*)
- for experts: perform their tasks inside the system (*evaluation, monitoring, etc*)
- for external audit firms: perform their tasks inside the system (*audit management*).

1.3 These Terms and Conditions govern the relation between:

- the European Commission (as owner of the Portal)

and

- users

in relation to access and use of the Portal.

For the avoidance of doubt, it does *not* cover the terms and conditions related to the grants, procurements, prizes or expert contracts that are managed via the Portal.

1.4 Requesting access to the Portal, accessing the Portal or using the Portal signifies unconditional acceptance of these Terms and Conditions.

Users will be requested to agree explicitly to the Terms and Conditions on their first login to the Portal.

For users acting on behalf of organisations, the legal representatives of the organisations will also be asked to explicitly agree at the moment they appoint their LEAR/EXAFs (through the 'declaration of consent'; see *below*).

Organisations must provide their LEAR/EXAFs, LSIGNs and FSIGNs with a copy of these Terms and Conditions.

Users are responsible for regularly verifying the applicable Terms and Conditions.

- 1.5 These Terms and Conditions constitute the entire agreement between the European Commission and users, as regards the conditions for access and use of the Portal.

2. ACCESS TO THE PORTAL

2.1 Users

- 2.1.1 Access to the public parts of the Portal is open to all users.
- 2.1.2 Access to the Portal electronic exchange system (EES) is open only to persons with an EU Login account.
- 2.1.3 Access rights to certain information and functions in the EES are restricted to users with specific roles (which are in turn linked to their functions within their organisation or in relation to a particular proposal/project or expert contract).
- 2.1.4 Organisations can access the EES only via individual users employed by or representing them.

2.2 Means of access to the EES – EU Login user account

- 2.2.1 Users must obtain an EU Login account in accordance with the applicable procedures.

Users who already have an EU Login account must use that account.

- 2.2.2 Users guarantee that the information provided for registration for the account is accurate and complete.

The European Commission has — at any time — the right to verify the accuracy and validity of the information.

If this reveals any inaccuracy or invalidity, the European Commission has the right to close the account and suspend or refuse access.

- 2.2.3 The means of access (i.e. the user name and password) are strictly personal and users are responsible for safeguarding their confidentiality and security, and ensuring their appropriate use.

Users undertake to take all steps to prevent any unauthorised third party from gaining knowledge and making use thereof.

Users may not transfer or sell their means of access to third parties.

Users must notify the European Commission immediately (via the [IT helpdesk](#); see Support menu) of the loss, theft, breach of confidentiality or any risk of misuse of the means of access.

If the European Commission has any reason to suspect that the confidentiality or security of the means of access has been breached or that the EES is being misused, it may – without prior notice – suspend or refuse access.

2.3 Access rights and roles in EES

2.3.1 For procurements, prizes and grants: the EES has different roles (both at organisation level and at the level of each grant, procurement or prize).

Organisation roles			
Role	Who is this?	Duties and system rights	Comments
Legal Entity Appointed Representative (LEAR)	The person appointed by an organisation to manage its data in the EES.	Must keep organisation data up to date. Attributes and revokes the following roles: – LSIGNs for the organisation; – FSIGNs for the organisation; – AccAds.	The LEAR does not assign the PLSIGNs and PFSIGNs to a particular grant/procurement. (This is done by the Coordinator Contacts (CoCos) or Participant Contacts (PaCos) of that grant/procurement.) Not needed for prizes.
Account Administrator (AccAd)	Assists LEAR in their tasks.	Has the same rights as the LEAR, except that they cannot attribute other account administrators.	Not needed for prizes.
Legal Signatory (LSIGN)	The person authorised to sign (on behalf of the organisation) legal commitments for grants and procurements (i.e. sign grant agreements/ procurement contracts and amendments).		Not needed for prizes.
Financial Statement Signatory (FSIGN)	The person authorised to sign (on behalf of the organisation) financial statements/invoices for grants/procurements managed through the EES.		Not needed for prizes.

Audit Contact (AuCo)	The person responsible for all communications related to audits (and their implementation).	Submits information to the EU related to audits.	
Self-registrant	Person who registers a new organisation for the first time in the Participant Register (see section 1.1).	Manages the organisation data up until the organisation has appointed a LEAR, (normally after the organisation has been validated as a legal entity – see section 1.1).	

Project roles			
Role	Who is this?	Duties and system rights	Comments
Primary coordinator contact (PCoCo)	The main person representing the coordinator for a particular grant/procurement/prize ('main contact').	<p>Has full viewing/editing/submission rights.</p> <p>Manages information related to the grant/procurement/prize.</p> <p>Submits information to the EU.</p> <p>Can attribute or revoke all other roles for the grant/procurement/prize in his/her organisation.</p> <p>Can attribute or revoke PaCos of the other participants in the grant/procurement/prize.</p>	For each grant/procurement/prize, a coordinator must have one PCoCo.
Coordinator Contact (CoCo)	Other persons representing the coordinator for a particular grant/procurement/prize ('contact person').	<p>Has full viewing/editing/submission rights.</p> <p>Manages information related to the grant/procurement/prize.</p> <p>Submits information to the EU.</p> <p>Can attribute or revoke all other roles</p>	A coordinator may have one or more other CoCos.

		<p>for the grant/procurement/prize in his/her organisation.</p> <p>Can attribute or revoke PaCos of the other participants in the grant/procurement/prize.</p>	
Participant Contact (PaCo)	<p>Person representing a participant organisation (but not the coordinator) for a particular grant/procurement/prize.</p>	<p>Has full viewing rights.</p> <p>Manages information related to the beneficiary's participation in the grant/procurement/prize.</p> <p>Submits information to the coordinator.</p> <p>Submits information directly to the EU (if requested).</p> <p>Can attribute or revoke all other roles for the grant/procurement/prize, within their organisation.</p>	<p>A beneficiary may have one or more PaCos.</p>
Project Legal Signatory (PLSIGN)	<p>Person authorised to sign legal commitments for a particular grant/procurement (i.e. sign the grant agreement/procurement contract and amendments).</p>	<p>Same rights as for CoCos and PaCos.</p>	<p>PLSIGNs must be nominated by the CoCo or PaCo from the list of LSIGNs for their organisation (<i>see above</i>).</p> <p>An organisation may have one or more PLSIGNs.</p> <p>Not needed for prizes.</p>
Project Financial Statement Signatory (PFSIGN)	<p>Person authorised to sign financial statements/invoices for a particular grant/procurement.</p>	<p>Same rights as for CoCos and PaCos.</p>	<p>PFSIGNs must be nominated by the CoCo or PaCo from the list of FSIGNs for their organisation (<i>see above</i>).</p> <p>An organisation may have one or more PFSIGNs.</p> <p>Not needed for prizes.</p>
Task Manager (TaMa)	<p>Person who can perform various actions for managing a particular</p>	<p>Completes and saves web forms.</p> <p>Uploads documents</p>	

	grant/procurement/ prize.	about their organisation's participation. Cannot submit information to the coordinator or the EU. Cannot attribute or revoke any roles.	
Team Member (TeMe)	Person who has read-only rights for the management of a particular grant/procurement/ prize.	Cannot attribute or revoke any roles.	

2.3.2 For experts: there are only two roles, i.e. that of Expert and EA.

Expert roles			
Role	Who is this?	Duties and system rights	Comments
Expert	The expert.	Must keep their expert profile data up to date. Attributes and revokes the following roles: – EA. Signs expert contracts; submits reports and signs and submits cost claims	
Expert Assistant (EA)	Assists expert on administrative tasks.	Encodes certain administrative data on behalf of the expert (cannot submit on behalf).Cannot attribute other assistants.	

2.3.3 For external audit firms: there are only two roles, ie that of EXAF and EXAL.

External audit firm roles			
Role	Who is this?	Duties and system rights	Comments
External audit firm (EXAF)	One (or more) main contact persons appointed by the external audit firm to manage its audit assignments in the	Attributes and revokes EXAF roles. Have full viewing/editing/ submission rights on all audit assignments. Responsible for the	An audit firm may have several EXAFs.

	EES .	quality control of the documents to be produced in the context of the assignments. Attributes and revokes EXAL roles.	
External Audit Firm Local Auditor (EXAL)	Auditor tasked with individual assignments for the audit firm.	Has full viewing/editing rights, but cannot submit documents to the EU. Can communicate directly with the auditee via the Portal.	An audit firm will have several EXALs

2.4 LEAR appointment

2.4.1 Organisations using the EES are required to appoint a LEAR the first time one of their proposals/tenders passes the evaluation stage.

2.4.2 Individuals (i.e. beneficiaries that are natural persons) will automatically have the role of LEAR (no appointment needed); but they will have to provide the supporting documents. Organisations can appoint only one LEAR (which can be replaced if necessary, following the same appointment process).

2.4.3 Organisations warrant that the person appointed as LEAR is duly authorised to represent them in relation to all LEAR responsibilities.

Organisations are responsible for verifying regularly the scope of the LEAR responsibilities and to ensure that the LEAR remains at all times duly authorised to represent them in relation to these responsibilities.

2.4.4 Supporting documents must be provided directly in the system.

2.4.5 Signed originals must be kept on file for controls (which may take place at any moment and independently of any ongoing grants, procurements, prizes or expert contracts).

Failure to comply with this requirement may lead to the closure of the EU Login account and suspension and refusal of access (and possibly termination of ongoing grants, procurements, prizes and expert contracts).

2.5 Appointment of signatories in the EES – (P)LSIGNs and (P)FSIGNs

2.5.1 The LEAR must appoint one or more LSIGNs and FSIGNs for the organisation.

2.5.2 The LEAR and its organisation warrant that persons appointed as LSIGNs or FSIGNs are duly authorised to represent the organisation in relation to all LSIGN or FSIGN responsibilities.

The LEAR and its organisation are responsible for verifying regularly the scope of the LSIGN and FSIGN responsibilities and to ensure that LSIGNs and FSIGNs remain at all times duly authorised to represent the organisation in relation to these responsibilities.

2.5.3 The CoCo or PaCo must appoint the PLSIGNs and PFSIGNs for individual grants and procurements from the list of LSIGNs and FSIGNs for their organisation.

2.6 Data updates on the EES roles

2.6.1 The LEAR is responsible for keeping data related to the organisation roles up-to-date.

2.6.2 The CoCo or PaCo is responsible for keeping data related to the project roles up-to-date.

2.7 Deactivation of old e-mail addresses/accounts

2.7.1 The LEAR has the ultimate responsibility for overseeing that old e-mail addresses/user accounts are deactivated and removed from the organisation- and project roles.

2.8 General obligation to channel information to the right addressees

2.8.1 If made aware of misled communications, the LEAR has the obligation to re-direct them and ensure proper follow-up and correction for the future.

3. USING THE PORTAL

3.1 General

3.1.1 Users warrant that the Portal is used in accordance with these Terms and Conditions, all applicable national and international legislation and, in general, in a responsible manner, and only for professional purposes and without breach of the rights of third parties.

3.1.2 Users are not permitted to make changes to the Portal.

3.1.3 Users may not:

- (a) download, send or disseminate data containing viruses, worms, spyware, malware or other similar malicious programs
- (b) carry out calculations, operations or transactions that may interrupt, destroy or restrict the functionality of the operation of the Portal or any program, computer or means of telecommunications or
- (c) submit information or materials that infringe third party rights, are libellous, obscene, threatening or otherwise unlawful.

3.1.4 Users are fully and unconditionally responsible for any use of the Portal (including misuse of their means of access), and for any detrimental consequences that may arise directly or indirectly therefrom.

3.1.5 Organisations acknowledge and accept that they are responsible for the actions and omissions of persons employed by or representing them, acting as users of the Portal.

3.1.6 Users are liable for — and will indemnify and hold harmless the European Commission against — any damage that results from:

- changes made to the Portal or
- use of the Portal in a manner that does not correspond with these Terms and Conditions.

3.2 Required hardware, software and services

3.2.1 Users acknowledge and agree that they are responsible for the choice, purchase and operation of hardware, software and telecommunication services required to connect with and to use the Portal.

Such hardware, software and telecommunication services must meet the minimum requirements, as specified on the Portal (if any).

Users are responsible for the installation and costs of purchasing and licensing such hardware, software or telecommunication services.

3.2.2 The European Commission is not liable for hardware, software, products and services of third parties (such as telecommunication equipment, internet connections, operating systems and internet browsers).

3.3 Electronic notifications and signatures in the EES

3.3.1 Users acknowledge and accept that pursuant to the EU Financial Regulation¹:

- (a) data sent or received through the EES enjoys legal presumption of the integrity of the data and the accuracy of the date and time of sending or receiving (as indicated by the EES logs)
- (b) a document sent or notified through the EES is considered as equivalent to a paper document, is admissible as evidence in legal proceedings, is deemed original and enjoys legal presumption of its authenticity and integrity, provided it does not contain any dynamic features capable of automatically changing it
- (c) electronic signatures made by users through the EES have the equivalent legal effect of handwritten signatures.

3.3.2 Users acknowledge and accept that:

- (a) any communication or document sent or notified using any type of electronic signature through the EES shall be considered as equivalent to a paper document with a handwritten signature and shall be admissible as evidence in legal proceedings and constitute sufficient evidence in legal proceedings
- (b) any declaration, contract (or amendment) signed using any type of electronic signature through the EES shall be considered as equivalent to a paper declaration/contract with a handwritten signature and shall be admissible as evidence in legal proceedings and constitute sufficient evidence in legal proceedings

¹ See Commission Delegated Regulation (EU) of 29 October 2012 on the rules of application of Regulation (EU) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union (OJ L 362, 31.12.2012, p.1).

- (c) they cannot dispute:
 - (i) the existence or validity of any communication, document, declaration or contract signed using any type of electronic signature through the EES or
 - (ii) the admissibility of any communication, document, declaration or contract submitted or signed through the EES as evidence in legal proceedings, solely on the basis that such communication, document, declaration or contract was submitted electronically through the EES or signed with an electronic signature.

3.3.3 Users acknowledge and accept that:

- (a) communications in the EES are generally considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the EES)
- (b) where formal notifications are required, these are considered to have been made when they are received by the receiving party (i.e. on the date and time they are opened by the receiving party, as indicated by the time log); formal notifications that have not been opened within 10 days after sending are considered to have been accessed.

3.3.4 The European Commission registers access and use of the EES.

This access and use log provides evidence that access and use has been made of EES, unless users can prove the contrary.

3.3.5 Electronic messages, connections, operations on the network and transactions between the EU and the users shall be proven using the logs and transaction files kept electronically by the European Commission.

Users accept the evidential value of this data.

This does not prevent the parties from providing other proof, using permitted legal methods (such as proof on paper).

3.4 Intellectual property rights

3.4.1 The intellectual and industrial property rights and know-how associated with the Portal belong exclusively to the European Commission and its licensors.

Only the European Commission has the right to correct errors.

3.4.2 The European Commission grants users a non-transferable, limited, non-exclusive licence to use the Portal for their own professional purposes (unless access is suspended or refused).

Without prejudice to the rights of users under the legislation relating to the protection of computer programs (which cannot be contractually denied), users may not in any way:

- (a) modify, translate or adapt the Portal
- (b) decompile or disassemble the Portal

- (c) copy the Portal (or parts of it)
- (d) pass on, dispose of, grant as a sub-licence, lease, lend or distribute the Portal or Portal documentation to third parties
- (e) create any product or service substantially similar to the Portal or
- (f) copy any ideas, characteristics or functions of the Portal.

3.5 Portal availability

3.5.1 The European Commission will to the best of its abilities take reasonable care to ensure the availability of the Portal.

The European Commission does not guarantee that the Portal will be available without interruption or degradation of service.

In case of technical problems affecting the submission of proposals/tenders, the European Commission reserves the right to cancel calls without entitlement to compensation.

3.6 Suspension and refusal of access

3.6.1 Users acknowledge that the European Commission may refuse access to a user logging in, if a session is already open on another computer where another user is using the same means of access (i.e. the same EU Login account name and password).

3.6.2 Users acknowledge and accept that the European Commission may suspend or refuse access to the Portal:

- (a) in case of suspected or actual breach of these Terms and Conditions
- (b) if the information provided for the registration for an EU Login account is inaccurate or invalid (clause 2.2.2)
- (c) if the European Commission has any reason to suspect that the confidentiality or security of the means of access (i.e. EU Login account name and password) have been breached or that the Portal is being misused (clause 2.2.3)
- (d) in case of fraudulent practices
- (e) if the IT systems of the European Commission are being attacked
- (f) if required under applicable laws or regulations
- (g) to avoid any detrimental impact for the European Commission or a user
- (h) for preventive, corrective or routine maintenance and
- (i) in any other situation where the European Commission considers that suspension or refusal of access is reasonably required or desirable.

3.6.3 The European Commission is not liable for any damage suffered in connection with the suspension or refusal of access.

4. MISCELLANEOUS

4.1 Personal data

4.1.1 Personal data submitted or otherwise collected through the Portal is subject to the privacy statements available on the [Portal Legal Notice](#) page.

4.2 Waiving of rights

4.2.1 The rights and remedies of a party under these Terms and Conditions may be waived only by express written notice to the other party.

4.2.2 Any waiver shall apply only in the specific instance, and for the purpose for which it is given.

4.3 Liability of the EU

4.3.1 In addition to clauses 3.2.2 and 3.6.3 and to the maximum extent permitted by the applicable law (see clause 4.7.1), neither the European Commission nor any of the EU services using the Portal shall be liable for any direct or indirect damage of any kind (including disruption of business, third party claims and loss of profits, anticipated savings, or goodwill), except in the event of wilful misconduct.

To the maximum extent permitted by the applicable law, neither the European Commission nor any of the EU services using the Portal can be held liable for gross negligence.

Neither the European Commission nor any of the EU services using the Portal are responsible or liable for any damage in case of force majeure, external cause or any other events which are not under their reasonable control.

4.4 Interpretation of the Terms and Conditions

4.4.1 These Terms and Conditions have been drawn up in English and its provisions will be interpreted and construed in accordance with applicable law (see clause 4.6) and their generally accepted meanings in the English language.

Any translation of these Terms and Conditions is for the convenience of the parties only, and shall not be binding towards any party.

In the event of any inconsistency between the English original and its translation, the provisions of the English version shall prevail.

4.4.2 If a provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall (if possible and insofar as it is invalid, illegal or unenforceable) be replaced by a valid, legal and enforceable clause that reflects the initial intentions as closely as possible.

4.4.3 If the invalid, illegal or unenforceable provision cannot be validly replaced, no effect is to be given to the clause and it shall be deemed not to be included in these Terms and Conditions, without affecting or invalidating the remaining provisions of these Terms and Conditions.

4.5 Changes to the Terms and Conditions

- 4.5.1 The European Commission may, at any time, vary, add to or delete any provision of these Terms and Conditions.
- 4.5.2 Users expressly acknowledge and agree that such new terms and conditions enter into force with their publication on the Portal.
- 4.5.3 In accordance with clause 1.3, any access to or use of the Portal shall constitute unconditional acceptance of these Terms and Conditions (in the then-current version).
- 4.5.4 Accordingly, users expressly acknowledge and agree that any modification to the Terms and Conditions shall be deemed accepted by them as from the first time they access or use the Portal after the date of entry into force of the new Terms and Conditions.

4.6 Termination of the Terms and Conditions

- 4.6.1 These Terms and Conditions shall be deemed terminated vis-à-vis a user in case:
 - the European Commission no longer makes available the Portal or
 - of refusal of access pursuant to clause 3.6.
- 4.6.2 Those clauses that by their nature are expressly or implicitly intended to survive the termination or expiry of these Terms and Conditions shall so survive, including but not limited to clauses 2.4.3, 3.3, 3.5, 4.3, 4.4 and 4.7.

4.7 Applicable law and dispute settlement

- 4.7.1 For issues closely linked to a contract signed through the EES, the Terms and Conditions shall be governed by the applicable law of the contract.

For all other issues, the Terms and Conditions shall be governed by the applicable EU law, supplemented if necessary by the law of Belgium.
- 4.7.2 For issues closely linked to a contract signed through the EES, disputes shall be settled in accordance with the dispute settlement clause of the contract.

For all other issues, the General Court — or on appeal the Court of Justice of the European Union — shall have exclusive jurisdiction to settle any disputes which arise in connection with the Terms and Conditions and the access or use of the EES, if they cannot be settled amicably.