Version 5

Terms and conditions of the cybersecurity innovation and development grant

Overview: The terms and conditions of the cybersecurity innovation and development grant (hereinafter also referred to as the terms and conditions), set out the objectives of the grant and regulate the funding of applications submitted to the Estonian Business and Innovation Agency (hereinafter referred to as EIS).

Purpose: Stipulate the requirements for the application process, the applicant, and the conditions for awarding the grant.

Related documents:

Annex 1 Application form
Annex 2 Interim and final report form
Annex 3 Evaluation methodology
Annex 4 Project plan form

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1. General provisions

1.1. EIS is responsible for implementing the grant procedure set out in the terms and conditions (processing applications, making payments, monitoring activities).

1.2. The terms and conditions set out the conditions for awarding the grant to companies registered in Estonia.

1.3. The exchange of information and documents related to the application regarding the grant between the applicant or beneficiary and EIS takes place via the e-support environment referred to in subsection 21(3) of the European Union Cohesion and Internal Security Policy Funds Implementation Act.

1.4. The terms and conditions follow the requirements set out in the call for proposals document 'DIGITAL-ECCC-2024-DEPLOY-NCC-06 – Deploying the Network of National Coordination Centres' published by the European Commission on 15 September 2022 as part of the Digital Europe programme.

1.5. Matter not regulated herein are governed by the Estonian Administrative Procedure Act and, in the case of state aid, by the relevant European Union legislation.

2. Definitions

2.1. An **application** is a form-based written statement, and accompanying documents submitted to apply for the grant.

2.2. The **applicant** is a legal entity that has submitted the application for the grant.

2.3. A **Grant agreement** is an agreement concluded between the beneficiary and EIS that regulates the use of the grant in accordance with the terms and conditions.

2.4. The **beneficiary** is a legal entity whose application for grant has been approved and who is responsible for implementing the project after the grant agreement has been concluded.

2.5. **EMTAK** is the Classification of Economic Activities in Estonia within the meaning of Regulation (EC) No 1893/2006 of the European Parliament and of the Council establishing the statistical classification of economic activities NACE Revision 2 and amending Council Regulation (EEC) No 3037/90 as well as certain EC Regulations on specific statistical domains (OJ L 393, 30 December 2006, pp. 1–39), as established in Annex 16 'Estonian Classification of Economic Activities (EMTAK)' to Regulation No. 59 of the Minister of Justice of 28 December 2005 'Procedure for Submitting Documents to Court'.

2.6. **Cybersecurity** refers to technical, physical, and organisational security measures that protect network and information systems, their users, and other persons from cyber threats.

2.7. A **small and medium-sized enterprise** (hereinafter referred to as SME) is an enterprise that meets the criteria set out in Annex I to the General Block Exemption Regulation. According to Article 2 (1) and (2) of Annex I to the General Block Exemption Regulation, a medium-sized enterprise is an enterprise which employs fewer than 250 persons and whose annual turnover does not exceed EUR 50 million and/or whose annual balance sheet total does not exceed EUR 43 million, and a small enterprise is an enterprise which employs fewer than 50 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 10 million. When calculating these indicators, the conditions set out in Article 3 of Annex I to the General Block Exemption Regulation must also be taken into account.

2.8. A **large enterprise** is an enterprise which, according to Annex I to the General Block Exemption Regulation, has 250 or more employees and an annual turnover exceeding EUR 50 million and/or an annual balance sheet total exceeding EUR 43 million.

2.9. A **partner** is a research and development organization, or an enterprise or organisation engaged in the development of technological products and services, that has been positively evaluated in Estonia, the European Union, or a country belonging to the European Economic Area, or has participated as a research partner in at least one project funded by the Horizon Europe framework programme, and who carries out project activities with the applicant that account for at least 40% of the total project expenses.

2.10. A **project plan** is a comprehensive document covering all aspects of the project, including the problem statement, purpose of the project, team description, action plan, budget, financing plan, risk analysis, the expected outcome, and the implementation of the project.

3. Purpose of the grant and expected outcome

3.1. The purpose of the grant is to increase the competitiveness of enterprises offering cybersecurity solutions through the development of innovative, high value-added products and services. The purpose will be achieved through closer cooperation with research and development organisations and enterprises or organisations engaged in the development of cybersecurity products and services.

3.2. The grant supports projects undertaking innovation and development activities in the following areas:

3.2.1. automation of cybersecurity;

3.2.2. the use of artificial intelligence in ensuring cybersecurity;

3.2.3. tools and strategies for transitioning to quantum-resistant cryptographic algorithms;

3.2.4. cybersecurity of space technologies.

3.3. The output indicator to which the grant contributes is the number of enterprises that have received the innovation and development grant.

3.4. The performance indicator to which the grant contributes is the number of cybersecurity enterprises conducting research and development activities.

4. State aid

4.1. The grant constitutes state aid covered by block exemption within the meaning of Commission Regulation (EU) No 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ L 187, 26.6.2014, pp. 1–78) (hereinafter General Block Exemption Regulation) aid within the meaning of Article 25(2)(c) and it is governed by the provisions of the aforementioned Regulation and of § 342 of the Competition Act, or de minimis aid within the meaning of Commission Regulation (EU) 2023/2831 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 2023/2831, 15.12.2023, pp. 1–12, hereinafter referred to as the de minimis aid regulation), to which the said regulation and section 33 of the Competition Act apply.

4.2. The terms and conditions do not apply to:

4.2.1. to beneficiaries who are subject to a grant recovery decision following a decision by the European Commission declaring the aid illegal and incompatible with the internal market;

4.2.2. in the cases specified in Article 1(1) of the de minimis aid regulation;

4.2.3. to a beneficiary under the General Block Exemption Regulation in the events established in Articles 1(2)–(6) of the General Block Exemption Regulation.

4.3. The aid granted pursuant to the de minimis Regulation may not exceed the limit provided for in Article 3(2) of the de minimis Regulation.

4.4. The rules on cumulation provided for in Article 8 of the General Block Exemption Regulation and in Article 5 of the de minimis Regulation are taken into account when granting support. In order to calculate the amount of de minimis aid, undertakings that are related pursuant to Article 2(2) of the de minimis Regulation are deemed to be a single undertaking.

5. Eligible activities

5.1. The grant is awarded to projects that contribute to the purposes set out in clauses 3.1. and 3.2 of these terms and conditions and are aimed at developing a novel cybersecurity solution, or improving an existing solution in cooperation with a partner.

5.2. Eligible activities are:

5.2.1. creation and testing of a proof of concept or a prototype;

5.2.2. development, testing, and demonstration of technological components;

5.2.3. conducting product tests and industrial experiments, or conducting feasibility studies.

5.3. When carrying out projects related to the activities referred to in clause 5.2., the following activities, among others, are eligible:

5.3.1. accreditation, certification, standardisation, and conformity assessment;

5.3.2. metrology service;

5.3.3. acquiring legal advice on patents, utility models, or industrial designs, or applying for patent registration and protection;

5.3.4. technological consulting;

5.3.5. hiring a doctoral student or a person with a doctoral degree to carry out the activities planned in the project;

5.3.6. participation in an industrial doctorate at a university or at a positively evaluated public-law or state research and development institution, within the framework of which the doctoral candidate carries out development and/or innovation activities related to the project.

6. Eligibility of expenses

6.1. An expense is eligible if it is a necessary and justified expense made by the beneficiary during the eligibility period for the implementation of activities confirmed by the decision to approve the application, and is in accordance with the conditions set out in these terms and conditions, and the grant agreement.

6.2. The following expenses related to the implementation of the activities referred to in clause 5.2. are eligible:

6.2.1. remuneration of project team members and related taxes and payments arising from the law, fees payable under a contract under the law of obligations, which is taxed similarly to remuneration, and state taxes payable on those fees;

6.2.2. travel expenses and daily allowances of the beneficiary and partner within the limits established by the Income Tax Act, transport and accommodation expenses, and travel insurance expenses;

6.2.3. expenses for materials and supplies, provided that they are identifiable and allocated to the project and are not tangible assets;

6.2.4. expenses for studies, analyses, technical knowledge, software licences purchased on market terms, and expenses for consulting services directly related to the implementation of the development project, fees for expert's report and expenses for other equivalent services;

6.2.5. the expense for purchasing advisory services.

6.3. The partner´s cost must constitute at least 40% of the total eligible expenses of the project. The costs of the applicant specified in points 5.3.5 and 5.3.6 shall be included in the required 40%.

6.4. Only expenses paid by bank transfer are supported.

6.5. Eligible expenses must be paid during the eligibility period of the project or within 30 calendar days after the end of the eligibility period of the project.

6.6. The following expenses are not eligible:

6.6.1. bank guarantee;

6.6.2. financial and banking expenses;

6.6.3. state fee;

6.6.4. holiday pay and sickness benefits;

6.6.5. expenses related to the use of a personal car and fuel;

6.6.6. value added tax;

6.6.7. expenses paid in cash;

6.6.8. transactions between persons who are related persons as defined in subsection 8 (1) of the Income Tax Act;

6.6.9. other expenses that are not related to the supported activities or are unjustified and irrelevant from the point of view of the implementation of the project.

7. Project eligibility period

7.1. The eligibility period of the project is the period set out in the grant agreement and the decision to approve the application, during which the project activities commence and end and the expenses necessary for the implementation of the project are incurred. Expenses are considered to have been incurred when the work is done, the goods are received, or the service is provided during the eligibility period of the project.

7.2. The eligibility period of the project commences from the date of submission of the application or from a later date specified in the application and determined in the decision to approve the application.

7.3. The maximum duration of the eligibility period of the project is 24 months.

7.4. When applying for grant, the applicant must not commence any activities related to the project or assume any obligations to carry out such activities before submitting the application to EIS.

7.5. The eligibility period of the project ends on the date specified in the decision to approve the application, but no later than 31 January 2029.

7.6. The project is considered completed after the final report has been approved by EIS and the final payment has been made to the beneficiary.

7.7. In the event of obstacles or other unforeseen circumstances arising during the implementation of the project, the beneficiary may apply to EIS for an extension of the eligibility period of the project for a reasonable period of time, provided that the result to be achieved continues to be related to the purposes of the grant and the project activities are implemented by 31 January 2029 at the latest. In the event of an extension, the eligibility period may exceed the duration of the eligibility period specified in clause 7.3. of the terms and conditions.

8. The minimum and maximum amount and proportion of the grant

8.1. The minimum amount of grant per project is 60,000 euros and the maximum amount is 100,000 euros.

8.2. The maximum share of the grant in the eligible expenses of the project is 70 per cent for small enterprises, 60 per cent for medium-sized enterprises and 50 per cent for large enterprises.

8.3. In the case of the aid granted on the basis of Article 25(2)(c) of the General Block Exemption Regulation, the maximum support intensity in the event of a large enterprise is 25 per cent, in the event of a medium-sized enterprise 35 per cent and in the event of a small enterprise 45 per cent of the costs to be supported.

8.4. If the activity to be supported is supported as aid granted on the basis of both the General Block Exemption Regulation and the de minimis aid Regulation, the support rate provided for in the General Block Exemption Regulation is applied.

8.5. Self-financing must cover the portion of eligible expenses that is not reimbursed by the grant. Other non-refundable grants from the state, municipalities, or European Union institutions or foundations are not considered self-financing.

8.6. If the applicant is applying for any other grant for the project, or any specific activity within the project from several measures or other state budget, European Union or foreign aid instruments at the same time, the applicant must provide this information in the application.

9. Requirements for the applicant

9.1. The grant may be applied for by a company registered in Estonia whose business activities are related to cybersecurity products and services and whose main area of activity corresponds to section K (electronic communications services, programming, consulting, data processing infrastructure and other information-related activities) of Annex 16 'Estonian Classification of Economic Activities (EMTAK 2025)' to Regulation No. 59 of the Minister of Justice of 28 December 2005, 'Procedure for Submitting Documents to Court'.

9.2. The applicant must meet the following requirements:

9.2.1. liquidation or bankruptcy proceedings have not been initiated or a bankruptcy decision has not been made against the applicant or a person having influence over them;

9.2.2. tax and payment arrears, including interest, of the applicant must not exceed 100 euros or must be subject to a payment plan. In the case of a payment plan for a tax debt, the tax debt must be paid according to the schedule;

9.2.3. at the time of submitting the application, the applicant has duly fulfilled the obligation to submit tax returns and annual reports stipulated in the Taxation Act, the deadline for submission of which is due;

9.2.4. if the applicant has previously received a grant that is subject to repayment, any repayments that are due must have been paid in the required amount;

9.2.5. the activities of the applicant are not directly or indirectly influenced or controlled by a country outside the European Union and the European Economic Area (Norway, Iceland, Liechtenstein).

9.3. De minimis aid, together with de minimis aid applied for under this grant, must not exceed the limit laid down in Article 3 (2) of the de minimis aid regulation during the period of three years.

10. Requirements for the application

10.1. The application must contain the following information to the extent necessary to assess the compliance of the applicant and the application with the requirements:

10.1.1. the applicant's business name, commercial register code, VAT identification number, postal address, telephone number, e-mail address, bank details, name and contact details of the representative person and project manager, details of shareholders or partners, main area of activity and a brief description thereof;

10.1.2. the name of the project, the start and end dates of the planned activities, the purposes, the expected results, the cost of the project and the amount of grant applied for;

10.1.3. the application must contribute to at least one of the areas mentioned in section 3.2;

10.1.4. relevant information, if the applicant is applying for grant for the project or a specific activity within the project from several measures or other state budget, European Union or other foreign aid instruments at the same time.

10.1.5. confirmation that the project activities take place in a Member State of the European Union or in a country of the European Economic Area (Norway, Iceland, Liechtenstein);

10.1.6. confirmation that the activities of the applicant are not directly or indirectly influenced or controlled by a country outside the European Union and the European Economic Area (Norway, Iceland, Liechtenstein);

10.1.7. confirmation of the accuracy of the information provided.

10.2. The following mandatory supporting documents form part of the application

10.2.1. the balance sheet and income statement of the applicant as at the end of the quarter preceding the submission of the application;

10.2.2 estimate of expenses submitted by the partner for the implementation of the project, with a brief description of the activities;

10.2.3. the project plan on EIS form;

10.2.4. CVs of project team members, including the partner;

10.2.5. in the case of the involvement of a person in clauses 5.3.5. and 5.3.6., their CV and a copy of a document certifying their education or qualifications or an extract from the Estonian education information system;

10.2.6. a diagram of the corporate group members of the applicant on a form provided by EIS, if the applicant belongs to a corporate group and the information is not publicly available;

10.2.7. a power of attornet, if the representative of the applicant acts on the basis of the power of attorney.

11. Applying for the grant

11.1. Applications for the grant are accepted on an ongoing basis.

11.2. When the total amount of grants of the applications under review, for which no decision has yet been made, equals the remaining balance of the grant budget, EIS will suspend the acceptance of applications and applications under review will be processed in the order in which they were submitted.

11.3. EIS will announce the start, end, and suspension of the application period and the grant funding budget on its website.

12. Processing of the application

12.1. The processing of an application consists of:

12.1.1. acceptance or rejection of the application for processing;
12.1.2. verification of the applicant's and the application's compliance with the requirements;
12.1.3. requesting clarifications and additional information or supplements and amendments to the application, if necessary;
12.1.4. assessing the application which complies with the requirements;
12.1.5. assessment of compliance with state aid rules;
12.1.6. making a decision to approve or reject the application, including partial approval or approval subject to conditions, and concluding a grant agreement.

12.2. The deadline for processing an application is 35 working days from the date of its submission.

12.3. If the Estonian Business and Innovation Agency discovers deficiencies in the application during its review, it will immediately notify the applicant thereof and give them up to ten working days to remedy the deficiencies. The deadline for processing the application is extended by the time given for rectifying the deficiencies.

12.4. During the processing of an application, the Estonian Business and Innovation Agency may request explanations and additional information from the applicant regarding the data submitted in the application, and may request that the application be supplemented or amended. The deadline for processing the application is extended by the time given for providing explanations and additional information, but not by more than ten working days.

12.5. EIS makes the decision to reject the application without assessing its substance if the applicant has not remedied the deficiencies within the time limit specified in clause 12.3.

13. The application and applicant´s compliance with eligibility requirements

13.1. EIS will assess the compliance of the application and the applicant with the eligibility requirements.

13.2. The applicant is deemed to meet the requirements if all the requirements set out in clause 9 of the terms and conditions for applicants and partner are met.

13.3. EIS will reject the application without assessing its substance if the applicant or the application do not meet the requirements set out in these terms and conditions.

14. Application assessment, assessment criteria and evaluation methodology

14.1. Applications that are declared as meeting the requirements will be evaluated based on the following evaluation criteria:

14.1.1. the impact of the project on the grant objectives set out in clauses 3.1. and 3.2., among other things, the level of innovation and potential of the project in the field of cybersecurity and the extent of cooperation with the partner involved in the project – 40 per cent of the total score;

14.1.2. the contribution of the project activities to the development of the cybersecurity areas mentioned in clause 3.2. – 10 per cent of the total score;

14.1.3. project quality, the potential of achieving the project´s objectives, clarity, and measurability of the results of the project – 25 per cent of the total score;

14.1.4. ability to implement the project, the degree of cybersecurity or any other relevant field expertise (e.g. AI, cryptography) and financial capabilities of the applicant and the partner – 25 per cent of the total score.

14.2. The application is assessed on a scale of 0–4, and the overall score of the application is calculated as the weighted average of the scores.

14.3. The assessment process and assessment criteria will be specified in the assessment methodology, which will be published on EIS website no later than the date from which applications are accepted.

14.4. EIS involves Estonian Information System Authority in the assessment of the evaluation criteria 14.1.1. and 14.1.2.

15. Conditions for approving the application

15.1. EIS makes a decision on the approval of the application. The application may be approved in full, partially, or with conditions.

15.2. An application that has been declared compliant and has received an overall score of at least 2.5 based on the evaluation criteria set out in clause 14.1. and has not received a score of less than 2.0 in any of the evaluation criteria will be considered approved.

15.3. With the consent of the applicant, the application may be partially approved if full approval is not possible due to the budget available for financing applications or if it is not justified, provided that the objective of the project can also be achieved if the application is partially approved.

15.4. A decision to approve an application may be made subject to conditions pursuant to section 53 of the Administrative Procedure Act if the imposition of a condition is reasonable and justified and the applicant agrees to the imposition of the condition.

15.5. The decision referred to in clause 15.1. of the terms and conditions sets out the following:

15.5.1. the date of the decision;

15.5.2. the name, address, and registry code of the beneficiary;

15.5.3. name and number of the project;

15.5.4. total cost of the project;

15.5.5. the amount of the grant and its share of the eligible expenses;

15.5.6. information on state aid and de minimis aid;

15.5.7. project outcome and output indicators;

15.5.8. the purpose of the project;

15.5.9. the eligibility period of the project;

15.5.10. obligations of the beneficiary;

15.5.11. the terms and conditions for submitting documents, information, and reports on which the payment of the grant is based;

15.5.12. the grounds for suspending the payment of the grant and for financial correction, and the grounds for revoking a decision to approve an application;

15.5.13. reference to the place, deadline, and terms and conditions for contesting the decision;

15.5.14. details of the decision-maker;

15.5.15. in the case of a decision to approve an application subject to conditions, conditions accompany awarding of the grant;

15.5.16. conditions for payment of the grant.

15.6. Based on the decision to approve the application, EIS concludes a grant agreement with the beneficiary, specifying the rights and obligations of the beneficiary and establishing the conditions, which are communicated to the applicant in writing.

15.7. If the grant agreement cannot be concluded within 10 working days for reasons attributable to the beneficiary, EIS declares the decision to approve the application invalid.

16. Amending the grant agreement and the decision to approve the application

16.1. The grant agreement and the decision to approve the application is amended at the initiative of EIS or on the basis of a digitally signed application by the representative of the beneficiary, provided that the project purposes and output and result indicators specified in the decision to approve the application remain unchanged.

16.2. Changes that are only permitted on the basis of a decision by EIS to approve an application and an amendment to the grant agreement:

16.2.1. the activity to be supported or its scope is changed, or the activity is omitted or additional activities are added;

16.2.2. the eligibility period of the project.

16.3. If the result and output indicators of the project do not change, the beneficiary may make changes to the project that are not specified in clause 16.2. of the terms and conditions, subject to prior agreement with EIS in a form that can be reproduced in writing.

16.4. EIS has the right to refuse to amend the grant agreement and the decision to approve the application if the amendment calls into question the achievement of the expected results set out in clause 3 of the terms and conditions or the completion of the project activities during the eligibility period.

16.5. EIS decides on the approval of the application and amendment of the grant agreement within 20 working days of receiving the relevant application.

17. Declaring the decision to approve the application invalid and termination of the grant agreement

17.1. The decision to approve the application may be declared wholly or partially invalid and the grant agreement may be terminated if at least one of the following circumstances exists:

17.1.1. circumstances arise which would have resulted in the application not being approved or being approved partially;

17.1.2. incorrect or incomplete information has been knowingly submitted in the application or during the implementation of the project, or information has been knowingly withheld;

17.1.3. in the event of a decision to approve an application with a condition, the condition is not set or the condition is not fulfilled;

17.1.4. the statement of the beneficiary regarding the decision to approve the application and amend the grant agreement is not approved and the beneficiary is unable to continue using the grant under the prescribed conditions;

17.1.5. the beneficiary fails to comply with the provisions of the grant agreement or legislation, or fails to use the grant under the prescribed conditions;

17.1.6. the beneficiary submits a statement on the renunciation of the grant.

17.2. Upon receipt of a notice of termination of the grant agreement, EIS decides within 20 working days on the termination of the grant agreement and the invalidation of the decision to approve the grant.

18. Recovery of the grant

18.1. The decision to revoke the decision to approve the application in full or partly specifies the amount of the grant to be returned.

18.2. The grounds for partial or full recovery of the grant are:

18.2.1. the expense on the basis of which the grant payment has been made is not eligible;

18.2.2. incorrect or incomplete information has been submitted in the application or during the implementation of the project;

18.2.3. the beneficiary has failed to fulfil, partly or in full, an obligation specified in these terms and conditions or in the grant agreement and the decision to approve the application;

18.2.4. circumstances arise in the case of which the application would not have been approved.

18.3. The beneficiary must repay the amount specified in the recovery decision within 60 calendar days from the date on which the decision takes effect. The grant to be repaid may be offset against the grant payable under the same project.

18.4. If the grant is not repaid by the repayment date, the beneficiary must pay an interest of 0.06 per cent for each day of delay in repaying the grant. The calculation of interest will cease when the amount of interest exceeds the amount of the recoverable grant on which it is based.

18.5. In the case of recovery of unlawful and misused state aid, the provisions of section 42 of the Competition Act apply, unless otherwise provided for in European Union legislation.

18.6. A grant recovery decision may be taken within three years of the date on which the beneficiary last fulfilled its obligations. In the case of unlawful or misused state aid, or such which is incompatible with the common market, including de minimis aid, a grant recovery

decision may be taken within ten years of the date on which the grant was awarded to the beneficiary.

19. Delivery of the decision

The decision referred to in clauses 15–18 is sent to the applicant within three working days of the signing of the decision in the manner set out in sections 25–28 of the Administrative Procedure Act.

20. Submission of reports

20.1. The beneficiary submits interim and final report to EIS in accordance with the deadlines specified in the grant agreement and the decision to approve the application.

20.2. The forms for the interim and final reports of the project are established by EIS and made available on their website.

20.3. The reporting period is four to six months.

20.4. The interim report must reflect the results achieved so far and an assessment of the progress of the project, including the work performed and the activities planned.

20.5. The final report of the project contains information on the implementation and results of the project, including the work performed and the contribution to the purposes of the grant, as well as an assessment of the effectiveness and implementation of the project. The final report of the project includes, *inter alia*, a summary of the project results, which will be made public to the European cyber competence community (following FAIR data sharing principles where possible). The final report for the project, together with the final payment application, is submitted within 30 days after the end of the eligibility period of the project.

20.6. EIS approves or rejects the interim and final reports within 30 working days of their submission to its information system.

20.7. EIS has the right to involve RIA experts in assessing the results of interim or final reports. When experts are involved, the deadline for processing the report is extended by the time required to carry out the expert's report.

21. Conditions for payment of the grant

23.1. The beneficiary submits a payment application together with an interim or final report via the e-support environment within the deadlines specified in the grant agreement and the decision to approve the application.

21.2. The grant is paid to the beneficiary on the basis of the expenses incurred and paid in the implementation of the project activities, which are conditional on the implementation of the project activities, the incurrence and payment of eligible expenses, and the submission and approval of an interim or final report.

21.3. The eligible expenditure amount of the expense document must be at least 100 euros, excluding VAT.

21.4. The prerequisite for payment of the grant is:

21.4.1. performance of the work on which the expenses are based, receipt of goods or provision of services, and payment of expenses;
21.4.2. submission to EIS of a document or a copy thereof certifying the incurrence and relevance of expenses arising from project activities and the payment of expenses.

21.5. EIS processes payment applications within 30 working days of submission.

21.6. Grants are paid in accordance with the proportion of eligible expenses specified in the decision to approve an application and will not exceed the amount of grant specified.

21.7. EIS may decide to refuse to pay the grant partly or in full if:

21.7.1. the expense documents submitted do not correspond to the project period, activities and purposes specified in the application;

21.7.2. the activities carried out do not correspond to the activities specified in the application or their occurrence has not been proven;

21.7.3. EIS did not approve the interim or final report for the relevant reporting period;
21.7.4. the beneficiary has not repaid the grant subject to repayment;

21.7.5. the beneficiary violates the conditions for awarding the grant or otherwise deviates from the provisions of the application or the decision to approve the grant.

21.8. The final payment is made after the project activities have been implemented, the eligible expenses have been verified and payment has been confirmed, and the final report has been approved by EIS.

22. Obligations and rights of the beneficiary

22.1. The beneficiary undertakes to:

22.1.1. ensure the self-financing provided for in the decision to approve grant;

22.1.2. use the grant in accordance with the decision to approve the application and the grant agreement;

22.1.3. achieve the result and output indicators of the project by the deadline specified in the decision to approve the application;

22.1.4. return the grant on the basis of EIS grant recovery decision;

22.1.5. submit the required information in the form, manner, and within the time limit specified by EIS;

22.1.6. keep separate accounts for the use of the grant and self-financing and ensure that the expenses of the project being supported and the expenses and expense and payment documents reflecting them are clearly distinguishable from other expenses and expense and payment documents in its accounts;

22.1.7. bear all expenses arising from the increase in the cost of the project compared to the amount specified in the decision to approve the application;

22.1.8. allow EIS and the supervisory or auditing authority to carry out on-the-spot inspections on expense and payment documents reflecting the use of the grant and self-financing, purchased equipment and materials, and work performed, including allowing the inspector access to all premises and territories that it owns, rents, or uses in any other way;

22.1.9. pay all expenses incurred within the framework of the project from the bank account belonging to them;

22.1.10. provide the inspector referred to in clause 22.1.8. with all requested information and documents within five working days of receiving the relevant notification;

22.1.11. provide comprehensive assistance for the prompt performance of inspections, audits, and supervision;

22.1.12. inform the public about the origin of the grant from the moment of receiving the grant, referring in speech or text to the fact that the project has been financed by European Union instruments and using the European Union emblem with the note 'Co-funded by the European Union' when labelling objects and items and documents intended for the public, with also the emblem of the European Cybersecurity Competence Centre, accompanied by the text 'Project supported by the European Cybersecurity Competence Centre and its members';

22.1.13. retain documentation and materials related to the application, grant, and implementation of the project for ten years from the date of the decision to approve the application;

22.1.14. immediately inform EIS in writing of any changes in the information submitted in the grant application or circumstances that affect or may affect the fulfilment of the obligations of the beneficiary, including changes in address or authorised representatives, the restructuring of the enterprise, the declaration of bankruptcy or the appointment of a liquidator and the cessation of activities, even if the aforementioned changes have been registered in a public register or disclosed through mass media;

22.1.15. immediately notify EIS in writing of any circumstances that inevitably or with high probability prevent the achievement of the intended results of the project or call them into question;

22.1.16. as a subject of the Public Procurement Act, comply with the requirements established in the Public Procurement Act when conducting procurements.

22.2. The beneficiary has the right to receive information and advice from EIS regarding the fulfilment of the obligations specified in the terms and conditions.

23. Obligations and rights of EIS

23.1. EIS undertakes to:

23.1.1. make the terms and conditions, application and report, forms and the respective guidelines available on their website;

23.1.2. immediately notify beneficiaries of any changes made to the documents regulating the use of the grant;

23.1.3. monitor the implementation of the project;

23.1.4. monitor the use of the grant and self-financing;

23.1.5. prepare and publish overviews and reports on awarding the grant;

23.1.6. retain documents relating to the granting of state aid and de minimis aid for ten years from the date of the last decision to approve an application;

23.1.7. after concluding the grant agreement, make the following information available on its website:

23.1.7.1. the name of the beneficiary;
23.1.7.2. the amount of the grant;
23.1.7.3. name of the project;

23.1.8. enter the state aid and de minimis aid in the relevant registry;

23.1.9. keep confidential any information that has become known during the processing of the application, except for the information specified in clause 23.1.7. and cases provided for in legislation.

23.2. EIS has the right to:

23.2.1. perform audits of expense documents and supervisory activities;

23.2.2. inspect the use of the grant and self-financing;

23.2.3. request additional information and documents concerning the duration, activities, purposes and expenses of the project included in the application;

23.2.4. forward the application materials to the Estonian Information System Authority for expert assessment;

23.2.5. perform other actions established by law.