C/2026/2787

21.5.2026

JOINT PROCUREMENT AGREEMENT TO PROCURE THE CARBON BORDER ADJUSTMENT MECHANISM COMMON CENTRAL PLATFORM

(C/2026/2787)

This Joint Procurement Agreement (the "Agreement") is made and entered into on 16 December 2025 by and between the following Contracting Parties:

the European Commission, representing the European Union (the "Commission"), which is represented for the purposes of this Agreement by Mr Gerassimos Thomas, the Director-General of the Directorate-General for Taxation and Customs Union;

and

the Member States of the European Union:

1) THE KINGDOM OF BELGIUM,
2) THE REPUBLIC OF BULGARIA,
3) THE CZECH REPUBLIC,
4) THE KINGDOM OF DENMARK,
5) THE FEDERAL REPUBLIC OF GERMANY,
6) THE REPUBLIC OF ESTONIA,
7) IRELAND,
8) THE HELLENIC REPUBLIC,
9) THE KINGDOM OF SPAIN,
10) THE FRENCH REPUBLIC,
11) THE REPUBLIC OF CROATIA,
12) THE ITALIAN REPUBLIC,
13) THE REPUBLIC OF CYPRUS,
14) THE REPUBLIC OF LATVIA,
15) THE REPUBLIC OF LITHUANIA,
16) THE GRAND DUCHY OF LUXEMBOURG,
17) HUNGARY
18) THE REPUBLIC OF MALTA,
19) THE KINGDOM OF THE NETHERLANDS,
20) THE REPUBLIC OF AUSTRIA,
21) THE REPUBLIC OF POLAND,
22) THE PORTUGUESE REPUBLIC,
23) ROMANIA,
24) THE REPUBLIC OF SLOVENIA,
25) THE SLOVAK REPUBLIC,
26) THE REPUBLIC OF FINLAND,
27) THE KINGDOM OF SWEDEN.

In this Agreement the Commission and the Member States are referred to collectively as the "Contracting Parties" or "Parties".

PREAMBLE

WHEREAS:

(1) Article 20(1) of Regulation (EU) 2023/956 of the European Parliament and of the Council ([1]) (the "CBAM Regulation"), as amended by Regulation (EU) 2025/2083 provides that from 1 February 2027, a Member State shall sell CBAM certificates on a common central platform (the "common central platform") to authorised CBAM declarants established in that Member State.

(2) Article 20(2) of the CBAM Regulation mandates the Commission to establish and manage the common central platform following a joint procurement procedure between the Commission and the Member States.

(3) For the purpose of procuring the common central platform, the Contracting Parties have agreed to engage in joint procurement procedure within the meaning of Article 168(2) of the Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council ([2]) (the "Financial Regulation").

(4) Nothing in this Agreement shall affect the rights and obligations of the Member States and of the Commission under the Treaties, and the achievement of the objectives of the European Union.

(5) Article 339 of the Treaty on the Functioning of the European Union (the "TFEU") on the obligation of professional secrecy, Article 61 of the Financial Regulation on the absence of conflicts of interests, and Article 173(3) of the Financial Regulation on the non-disclosure of certain information emanating from the procurement procedure and Article 152(3) of the Financial Regulation on the secrecy of tenders apply to information handled under this Agreement,

THE CONTRACTING PARTIES HAVE AGREED

on the terms below

Title I

GENERAL PROVISIONS

Article 1

Subject matter

1. This Agreement is made under Union law and relates to matters within the scope of the Treaties. It is intended to implement provisions of legislative acts, namely Article 20 of the CBAM Regulation through the joint procurement mechanism laid down in Article 168(2) of the Financial Regulation.

2. This Agreement lays down the provisions for the Contracting Parties to acquire, through the award of contract(s) on the basis of a joint procurement procedure, the necessary services to enable the Commission to establish and maintain the common central platform.

3. This Agreement lays down the practical arrangements governing the joint procurement procedure in accordance with Article 168(2) of the Financial Regulation.

([1]) Regulation (EU) 2023/956 of the European Parliament and of the Council of 10 May 2023 establishing a carbon border adjustment mechanism (Text with EEA relevance) (OJ L 130/52, 16.5.2023, p. 52-104) including its future amendments, refinements or interpretative materials.

([2]) Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast).

4. This Agreement also covers ancillary matters such as the management of the resulting contract(s), the conduct of any legal action arising under the joint procurement procedure or the resulting contract, any lack of compliance with this Agreement and the amicable settlement of any disagreements between the Contracting Parties.

5. Any person who is not a Party to this Agreement shall not be entitled to enforce or enjoy any rights or benefits of any term of this Agreement.

6. All communications concerning matters falling under this Agreement shall be in English.

Article 2

Definitions

1. All terms in this Agreement derived from or defined in the Financial Regulation and its Annexes shall have the same meaning as under that act.

2. All terms in this Agreement derived from or defined in the CBAM Regulation shall have the same meanings as under that act.

3. For the purposes of this Agreement, the following definitions apply:

(a) "Advisory group" means a collaborative body established by the Commission comprising representatives from the Contracting Parties, in accordance with Article 5 of this Agreement.

(b) "contractor" means an economic operator, referred to in Article 2(18) of the Financial Regulation, with whom a procurement contract has been concluded following a joint procurement procedure conducted pursuant to this Agreement;

(c) "direct contract" means a public contract other than framework contract, resulting from a joint procurement procedure conducted pursuant to this Agreement and signed by a contractor and the Contracting Parties;

(d) "economic operator" means any natural or legal person as referred to in Article 2(25) of the Financial Regulation;

(e) "framework contract" means a framework contract, referred to in Article 2(33) of the Financial Regulation, resulting from a joint procurement procedure conducted pursuant to this Agreement and signed by one or more economic operators and the contracting authorities;

(f) "handling" information or documents means generating, processing, storing, transmitting, or destroying information or documents;

(g) "persons working in connection with this Agreement" means any person working for a Contracting Party in connection with this Agreement regardless of whether they are employed by that Contracting Party;

(h) "specific contract" means a specific contract concluded between a contractor and the Contracting Parties on the basis of a framework contract;

(i) "staff" means any person employed by a Contracting Party;

(j) "third party" means any natural or legal person, public entity, or group thereof that is not a signatory to this Agreement;

Article 3

Rules governing the joint procurement procedure

1. Article 168(2), third subparagraph of the Financial Regulation shall apply to this Agreement. In case of conflict, the Financial Regulation shall prevail over this Agreement.

2. All the following provisions apply to information handled under this Agreement:

(a) Article 339 of the TFEU on the obligation of professional secrecy;

(b) Article 61 of the Financial Regulation on conflicts of interest;

(c) Article 173(3) of the Financial Regulation on the non-disclosure of certain information emanating from the procurement procedure.

3. Without prejudice to Article 168(2), third subparagraph of the Financial Regulation, each Member State shall remain responsible for compliance with any procedural requirements under their national laws.

Article 4

Powers granted to the Commission on behalf of the Contracting Parties

1. Where a binding act is adopted by the Commission further to and in accordance with this Agreement, that act shall bind all Contracting Parties, or, where applicable, only those Contracting Parties concerned by that act.

2. Subject to this Agreement, each Contracting Party authorises the Commission to act on its behalf in accordance with Union law in:

(a) the conduct of the joint procurement procedures, including the award of the framework or direct contracts and specific contracts;

(b) the management of contracts concluded in the context of this Agreement, including the signature of any contract modifications, in accordance with Article 175 of the Financial Regulation.

3. The Contracting Parties authorise the Commission to act as their sole representative in defending any legal proceedings brought by a contractor under a framework contract, direct contract, or specific contract.

Upon being notified of any proceedings referred to in this Article, the Commission shall inform the advisory group set up under Article 5 of the existence of those proceedings. The other Contracting Parties may submit observations or comments to the Commission in accordance with the rules of procedure of the advisory group established pursuant to Article 5(5) within ten (10) working days from receiving such information, which the Commission shall take into consideration as far as possible in the preparation of the defence.

4. The Contracting Parties authorise the Commission to act as their sole representative in bringing any legal proceedings against a contractor under any framework contract, direct contract, or specific contract awarded following the joint procurement procedure under this Agreement.

Prior to launching such proceedings, the Commission shall inform the advisory group of its intention. The other Contracting Parties may submit observations or comments to the Commission in line with the rules of procedure of the advisory group within ten (10) working days from receiving such information, which the Commission shall take into consideration as far as possible in the preparation of the initiation of the legal proceedings. The costs of proceedings shall be advanced by the Commission and later divided among the Contracting Parties in equal parts.

5. The Commission may settle any disputes or legal proceedings brought in accordance with paragraphs 3 or 4 after informing the advisory group established pursuant to Article 5.

6. Each Contracting Party hereby authorises the Commission to sign on its behalf an agreement with an acceding country to the Union or an EEA EFTA state allowing such a country, in accordance with the act of accession, or state to join this Agreement, subject to the information of the other Contracting Parties to this effect pursuant to Article 5(2). The agreement with an acceding country to the Union or an EEA EFTA state and the Commission shall constitute an amendment to this Agreement.

Title II

ORGANISATION

Chapter I

Role of the advisory group

Article 5

Advisory group

1. The Commission shall convene an advisory group composed of the representatives of the Contracting parties.

2. That advisory group shall be regularly informed by the Commission on important issues related to the subject matter of this Agreement, including:

(a) joint procurement procedures conducted pursuant to this Agreement;

(b) legal proceedings related to the joint procurement procedures;

(c) non-compliance with this Agreement by a Contracting Party;

(d) significant breaches of the contract resulting from the joint procurement procedure by either the contractor or a Contracting Party;

(e) the amicable settlement of disagreements between two or more Contracting Parties;

3. The Commission shall provide the advisory group with annual updates on the implementation of the contract resulting from the joint procurement procedure. Following the updates, the Contracting Parties other than the Commission may submit comments or recommendations via the advisory group for further action that should be taken by the contractor and recommend any necessary amendments to the resulting contract.

4. The Contracting Parties may provide comments and request further information from or a meeting with the Commission through the advisory group.

5. In its first meeting the advisory group shall adopt its own rules of procedure, by a simple majority of its members, following a proposal from the Commission.

Article 6

Advisory Group appointment

1. Each Contracting Party shall, within fourteen (14) days of signature of this Agreement, provide the Commission with the identity and contact details of its representative to the advisory group and those of an alternate if foreseen.

2. Members of the advisory group designated by the Contracting Parties shall be appointed *ad personam*. Only staff of a Contracting Party may be members of the advisory Group or their alternates.

3. The meetings of the advisory group shall be chaired by the Commission representative.

4. The Chair may, in accordance with the rules of procedure of the advisory group, appoint observers to the advisory group in well justified exceptional cases.

Chapter II

Evaluation Committee

Article 7

Duties

Without prejudice to point 29.1 of Annex I to the Financial Regulation, the Commission's authorising officer responsible shall appoint an evaluation committee for the evaluation of requests to participate and of submitted tenders within the meaning of Articles 153, 171(4) of the Financial Regulation.

Article 8

Composition and designation procedure

1. The evaluation committee shall be comprised of minimum three persons representing at least two organisational entities of the Commission with no hierarchical link between them, at least one of which does not come under the authorising officer responsible in the Commission. They are designated by the Commission in accordance with Article 153 of the Financial Regulation.

2. Following the procedures set out in the rules of procedure, in derogation of the application of Article 153 of the Financial Regulation each Contracting Party other than the Commission may nominate one (1) observer, to be appointed by the Commission, to attend the meetings of the evaluation committee.

The observers are not appointed as member of the evaluation committee and do not participate in the evaluation of the tenders.

The Contracting Parties and the appointed observers shall respect the principle of independence of the evaluation committee and not seek to influence the members of the evaluation committee in the performance of their tasks.

3. Members of an evaluation committee shall not participate in the work of the committee until they have signed the declaration of absence of conflict of interest and of confidentiality.

4. Appointed observers shall not participate in the meetings of the evaluation committee until they have signed the declaration of absence of conflict of interest and of confidentiality according to Article 61 of the Financial Regulation.

5. The Commission shall draw up a list of the members of the evaluation committee and the appointed observers. The Commission shall also keep duly certified copies of the signed Declarations of absence of conflict of interest and of confidentiality.

Article 9

Procedure

1. Tenders shall be evaluated in a non-discriminatory manner. The evaluation shall be based on the exclusion, selection and award criteria set out in the specifications, or the requirements set out in any descriptive document for a competitive dialogue.

2. The evaluation committees shall keep a written record of their evaluation in accordance with point 30 of Annex I to the Financial Regulation, which shall be drawn up by common accord.

Chapter III

Common provisions

Article 10

Organisation of meetings

The Commission shall convene meetings of the opening committees and the evaluation committees.

Title III

PROCUREMENT PROCEDURES

Article 11

Launch of a procurement procedure

1. The Commission shall decide on the launch of a procurement procedure. Prior to taking that decision, the Commission shall share the tender documentation with the advisory group, after the advisory group has adopted its own rules of procedure in accordance with Article 5(5). The other Contracting Parties shall have the right to provide comments in accordance with Article 13 and the rules of procedure of the advisory group.

2. The Commission shall provide the information to the Contracting Parties on at least the following:

(a) the subject matter of the proposed procedure;

(b) the type of procurement procedure proposed;

(c) the administrative and technical specifications to be published;

(d) the type of public contract proposed;

(e) the applicable exclusion, selection and award criteria;

(f) the minimum requirements to be met by all tenderers.

(g) the model contract

Article 12

The Commission's role in the joint procurement procedure

1. The Commission shall determine the appropriate form of the:

(a) procurement procedure, from amongst those listed in Article 167(1) of the Financial Regulation to be applied on the basis of the criteria laid down in Article 167(5) of that Regulation and points 14 and 30 of Annex I to the Financial Regulation, in accordance with the principles laid down in Article 163(1) and (2) of the Financial Regulation.

(b) resulting contract, or one or more framework contracts chosen on the basis of the definitions laid down in Article 2, point 57 of the Financial Regulation and point 1 of Annex I of that Regulation.

2. The Commission shall, as required under this Agreement, ensure the overall orientation, preparation and organisation of the joint procurement procedure and facilitate the amicable resolution of relevant disagreements between Contracting Parties.

3. The Commission shall act on its own account and on behalf of the Contracting Parties, as provided for in this Agreement.

4. The Commission shall be the sole representative of the Contracting Parties with regards to economic operators, candidates or tenderers throughout the joint procurement procedure, including any matters arising in relation to the joint procurement procedure following the award of contracts.

5. The Commission shall act as the sole representative of the Contracting Parties in any legal proceedings relating to the joint procurement procedure in accordance with Article 4(3) to (5) of this Agreement.

6. The Commission may request one or more Contracting Parties to assist it in its defence or pursuit of any legal proceedings. The requested Contracting Parties shall use their best endeavours to provide such assistance and shall refrain from taking any action that could jeopardise the defence or pursuit of any such legal proceedings.

Article 13

Content of Tender documents

The content of all tender documents relating to a procurement procedure shall be determined by the Commission in accordance with the relevant provisions of the Financial Regulation.

Prior to the launch of the joint procurement procedure, the Contracting Parties other than the Commission may provide comments on the shared documents, including the model contract, in accordance with the rules of procedure of the advisory group within ten (10) working days.

The Commission shall take into account, as far as possible, the comments from the other Contracting Parties.

Article 14

Publication of a contract notice

1. The Commission shall publish a contract notice in the *Official Journal of the European Union* in accordance with Article 166 of the Financial Regulation.

2. The Commission shall make the tender documents referred to in paragraph 1 available to economic operators through the EU Funding & Tenders Portal ([3]).

Article 15

Specific provisions regarding the opening of requests to participate or tenders

1. Requests to participate and tenders shall be opened by an opening committee composed of persons representing the Commission in accordance with point 28 of the Annex I to the Financial Regulation.

2. Each Contracting Party other than the Commission may appoint one (1) observer to the opening committee to attend the opening of the tenders.

The nomination is communicated to the Commission in accordance with the rules of procedure of the advisory group, and it is made *ad personam* and should include the CV of the proposed person and a signed declaration of absence of conflict of interest and of confidentiality.

Article 16

Rejection of tenderers

1. Only requests to participate or tenders that satisfy the requirements in accordance with Article 171(3) of the Financial Regulation, and that are not excluded on the basis of the exclusion criteria, and which meet the selection criteria, shall be considered admissible for evaluation under the award criteria, as provided for in the Article 171(4) of the Financial Regulation.

([3]) EU Funding & Tenders Portal.

2. For the purpose of paragraph 1, and in accordance with Article 9, the evaluation committee shall examine whether the exclusion criteria and the selection criteria are met by each request to participate or tender. Where, due to an obvious clerical error on the part of the candidate or tenderer, the candidate or tenderer omits to submit evidence or to make statements, Article 154 of the Financial Regulation shall apply.

3. The Commission shall notify each candidate or tenderer that has been excluded or declared unsuccessful pursuant to this Article of the reasons for its decision.

The notification shall be made in accordance with point 31.1 of Annex I to the Financial Regulation.

Article 17

Award of a contract

1. The award decision shall be adopted by the Commission, in its own name on its own and on behalf of the Contracting Parties, in accordance with Articles 170 and 173 of the Financial Regulation and point 30.3 of Annex I to that Regulation.

Prior to adopting the award decision, the Commission shall circulate the evaluation report and the draft award decision to the advisory group. The Contracting Parties other than the Commission may provide comments on the draft award decision within ten (10) working days from the receipt of the information in accordance with the rules of procedure of the advisory group.

2. The award decision shall be notified simultaneously to all successful and unsuccessful tenderers or candidates in accordance with Article 173(3) and point 31.1. of Annex I to the Financial Regulation.

Article 18

Specific provisions relating to the signature of the contract and entry into force

1. After the award decision is adopted, and without prejudice to Article 174 of the Financial Regulation, the Commission shall sign the contracts in its own name and on its own behalf and on behalf of the Contracting Parties.

2. The Commission shall inform the Contracting Parties via the advisory group pursuant to Title II of this Agreement on the progress made in the procedure. The signing of the contract shall be subject to the rules on the standstill period provided for in Article 178(2) and (3) of the Financial Regulation and Point 36 of the Annex I to the Financial Regulation.

3. The contract shall not enter into force until it is signed by the contractor and the Commission pursuant to paragraph 1.

Article 19

Specific provisions relating to contacts with economic operators, candidates or tenderers during the joint procurement procedure

1. The Commission shall be the sole point of contact between the Contracting Parties and economic operators, candidates, tenderers, or their representatives, concerning any matter pertaining to the joint procurement procedure.

The Commission shall publish arrangements for contact with economic operators or their representatives on the Funding & Tenders Portal.

After the launch of a joint procurement procedure, contact between economic operators, candidates, tenderers, or their representatives and the Commission as well as other Contracting Parties or their representatives may only take place, by way of exception, under the conditions set out in Article 172 of the Financial Regulation and point 25.2. of Annex I to that Regulation.

2. Following the entry into force of this Agreement, where persons working in connection with this Agreement for a Contracting Party are approached by an economic operator, candidate, tenderer, or their representative concerning any matter pertaining to the joint procurement procedure , each Contracting Party shall state that the Commission is the sole contact point with economic operators, candidates, tenderers, or their representatives and refer any such person to the Commission. They shall simultaneously inform the Commission of the details of the approach and the referral.

3. Any contact of the Commission with economic operators, candidates, tenderers or their representatives referred to in paragraphs 1 and 2, including any exchange of correspondence involved, shall be duly recorded. No other contacts apart from those indicated in the procedure documents are allowed.

Article 20

Cancellation

1. The Commission may, for well-founded and substantiated grounds, cancel the award procedure before the contract is signed, pursuant to Article 174 of the Financial Regulation.

Prior to adopting the decision to that effect, the Commission shall inform the advisory group of its intention and the justification. The other Contracting Parties may provide comments or observations within ten (10) working days from the receipt of the information in accordance with the rules of procedure of the advisory group. The Commission shall take into account, as far as possible, the comments from the other Contracting Parties prior to adopting the decision in question.

2. For the application of Article 174 of the Financial Regulation, the procurement documents shall provide that the Commission may cancel the award procedure before the contract is signed, without the candidates or tenderers being entitled to claim any compensation.

Article 21

Specific provisions applicable in the case of a negotiated procedure

1. Where the joint procurement is pursued through a negotiated procedure as defined in Article 5, point (f) and Article 167(1), point (d), of the Financial Regulation and point 11 of Annex I to the Financial Regulation, paragraphs 2 to 6 shall apply to:

(a) the invitation to submit offers for negotiation;

(b) the negotiations with tenderers or their representatives;

(c) the evaluation of the tenders.

2. The Commission shall, in its own name and on its own behalf and on behalf of the Contracting Parties, invite the shortlisted candidates to negotiate.

3. The Commission, in its own name and on its own behalf and on behalf of the Contracting Parties, shall notify each rejected tenderer of the reasons for its rejection from further stages of the joint procurement procedure.

The notification shall be made in accordance with point 31.1. of Annex I of the Financial Regulation.

4. The negotiations shall be conducted by an evaluation committee set up in accordance with Articles 7 and 8 with tenderers that have not been excluded or declared unsuccessful in accordance with Article 16.

5. The negotiations shall be carried out in accordance with Article 167(4) of the Financial Regulation and point 6.5. of Annex I to that Regulation.

Where the negotiations are conducted orally, a written record of the negotiations shall be drawn up by the evaluation committee. It shall be sent to the tenderer concerned, indicating a time limit for communicating any proposed addition or correction. Oral negotiations may only be conducted where the works, supplies or services can only be provided by a

single economic operator pursuant to point 11.1.(b) of Annex I to the Financial Regulation, or, if the negotiations take place with a economic operator which was awarded the initial contract, in situations referred to in point 11.1.(e) of that Annex.

Unless otherwise specified in the tender documents, the negotiations shall be strictly limited to the content of the tender and shall not modify initial terms of the technical specifications and contractual provisions.

6. During the negotiations, tenderers may be requested by the evaluation committee to modify their tenders, in which case their offers shall be evaluated on the basis of their modified tenders.

Article 22

Specific provisions applicable in the case of a competitive dialogue

1. Where the joint procurement is pursued through a competitive dialogue procedure, paragraphs 2 to 6 shall apply to dialogues with candidates and their representatives that have not been excluded or declared unsuccessful in accordance with Article 16 or through the option envisaged in paragraph 3 of this Article.

2. The dialogues shall be conducted by an evaluation committee set up in accordance with Articles 7 and 8 in conformity with Article 167(3) and Article 167(5), point (e), of the Financial Regulation and point 10 of Annex I to that Regulation.

A written record of the dialogues shall be drawn up by the evaluation committee referred to in the first subparagraph. It shall be sent to the candidate concerned, indicating a time limit for communicating any proposed addition or correction. The evaluation committee shall also draw up a report setting out its overall assessment of and recommendations on the results of the dialogues, in particular on whether or not the dialogues should be concluded.

The dialogues shall not concern the contract notice or descriptive document referred to in point 10 of Annex I to the Financial Regulation.

3. The dialogues may take place in successive stages in order to reduce the number of solutions to be discussed by applying criteria set out in the descriptive document accompanying the contract notice. Where that is the case, the descriptive document shall stipulate that this option is to be used and indicate how it shall be used.

4. The Commission acting in its own name and on its own behalf and on behalf of the Contracting Parties shall notify each candidate that has been excluded of the reasons for their exclusion from further stages of the joint procurement procedure.

The notification shall be made in accordance with point 31.1. of Annex I to the Financial Regulation.

5. The Commission, in its own name and on its own behalf and on behalf of the Contracting Parties, shall notify each participant in the dialogues that has not been excluded in accordance with paragraph 4 of the conclusion of the dialogues and shall invite them to submit their final tenders on the basis of solutions presented and specified during the dialogue.

The notification shall be made in accordance with Article 173(2) of the Financial Regulation and point 31.1. of Annex I to that Regulation. The provisions of Article 173(3) of the Financial Regulation will be applicable.

6. The tenders submitted shall be evaluated by the evaluation committee referred to in paragraph 2, in conformity with the third and fourth subparagraphs of point 10.3. of Annex I to the Financial Regulation.

Title IV

AWARD AND USE OF SPECIFIC CONTRACTS BASED ON FRAMEWORK CONTRACTS

Article 23

Signature of specific contracts based on framework contracts

1. Where the procurement procedure results in a framework contract, its implementation shall be carried out through specific contracts concluded between the Contracting Parties and the contractors.

2. The Commission shall sign the specific contracts in its own name and on its own behalf and on behalf of the Contracting Parties.

3. Specific contracts shall be signed before the framework contract referred to in paragraph 1 expires. Those specific contracts may continue to produce effects until 6 months after the expiry of the relevant framework contract unless agreed otherwise. The provisions of the relevant framework contract shall continue to apply to such specific contracts during that time.

4. The Commission shall be fully responsible for the implementation of the specific contracts referred to in paragraph 3 and, in particular, for the following tasks:

a) ensuring compliance with the terms of the framework contract when implementing it through a specific contract;

b) where applicable, evaluating the offers for specific contracts in case of reopening of competition;

c) making individual budgetary commitments;

d) issuing order forms;

e) ensuring the follow-up of order forms;

f) meeting payment deadlines obligations;

g) managing the contractual relations stemming from specific contracts;

h) respecting the obligation of ex-post publication of the award of the contract.

Title V

PROVISIONS APPLICABLE TO THE HANDLING OF INFORMATION OR DOCUMENTS

Article 24

Sharing of information or documents

The Contracting Parties shall provide each other with the information or documents required for the purposes of carrying out their respective roles under this Agreement. All exchange of information or documents for the purposes of this Agreement shall be carried out via the advisory group, in accordance with its rules of procedure.

Article 25

Professional secrecy

1. Without prejudice to paragraph 2, persons working in connection with this Agreement shall be prohibited, even after their duties have ceased, from disclosing information of the kind covered by the obligation of professional secrecy within the meaning of Article 339 TFEU.

2. Without prejudice to Article 27, information or documents covered by the obligation of professional secrecy handled by the Contracting Parties under this Agreement shall be communicated only according to the needs of persons working in connection with this Agreement to enable them to perform a function or a task in connection with this Agreement. Access shall not be authorised to any other person at any level.

When the information or documents referred to in the first subparagraph have lawfully been made publicly available, the obligation of professional secrecy shall no longer apply.

3. Each Contracting Party shall be responsible for ensuring that all persons working for it in connection with this Agreement are legally bound to respect the obligations in paragraphs 1 and 2 during their employment and following the termination of their employment.

Article 26

Conflict of interest

1. Each Contracting Party shall be responsible for ensuring that all persons working for it in connection with this Agreement are not in a situation that might create a conflict of interest or otherwise compromise the impartiality or objectivity of their work in connection with this Agreement during their employment.

2. Where persons working in connection with this Agreement are not employed by a Contracting Party, the Contracting Party that they are assisting shall enter into a contractual arrangement with the relevant employer by which the latter imposes the obligations in paragraph 1 on its employees.

Article 27

Use of Information or Documents

1. The Contracting Parties shall not use any information or document handled under this Agreement for purposes other than those pertaining to this Agreement.

2. To the extent possible under the applicable Union or national law, any Contracting Party considering the release of any information or document handled under this Agreement, shall consult in writing the person who submitted the information or document in good time prior to releasing the information or document in question, and shall take the utmost account of the views of that person.

Where prior consultation in accordance with the first subparagraph is not possible, the Contracting Party shall nonetheless inform the person who submitted the information of the release, including the factual and legal circumstances pertaining to it, without undue delay.

3. Each Contracting Party shall be responsible for ensuring that all persons working for it in connection with this Agreement are legally bound to respect the obligations in paragraphs 1 and 2 during their employment and following the termination of their employment.

4. Where persons working in connection with this Agreement are not employed by a Contracting Party, the Contracting Party that they are assisting shall enter into a contractual arrangement with the relevant employer by which the latter imposes the obligations in paragraphs 1 and 2 on its employees.

Article 28

Access to documents

Nothing in this Agreement shall preclude a Contracting Party from complying with provisions of Union or national law applicable to it regarding public access to documents, the protection of personal data or the protection of classified information.

Article 29

Measures for protecting information or documents handled under this Agreement

1. The Commission shall propose specific handling instructions applicable to information or documents handled under this Agreement and security measures.

2. Handling instructions shall be applicable to information or documents handled within the opening or evaluation committees and security measures applicable to meetings of the opening or evaluation committees.

Article 30

Compliance

1. Each Contracting Party shall be responsible to all other Contracting Parties for ensuring compliance with the provisions under this Title and for making good any damage caused by any breach of those provisions.

2. Each Contracting Party shall take appropriate measures in accordance with the rules, laws or regulations applicable to it, to:

(a) prevent and detect the disclosure of information or documents covered by the obligation of professional secrecy handled under this Agreement to unauthorised persons;

(b) comply with handling instructions relating to information or documents covered by the obligation of professional secrecy handled under this Agreement;

(c) prevent, detect, and eliminate conflicts of interests that may arise in the performance of this Agreement.

3. The Contracting Party concerned shall promptly investigate in accordance with the rules, laws or regulations applicable to it, the breach, loss or inappropriate handling of the information or documents, where it is known or where there are reasonable grounds for suspecting that the information or documents covered by the obligation of professional secrecy handled in accordance with this Agreement may have been lost or inappropriately handled.

Without prejudice to the rules, laws or regulations applicable to them, the Contracting Parties shall co-operate with one another in the investigation of any breach of the provisions under this Title or where information or documents protected under this Title have been lost or inappropriately handled.

Without prejudice to the fifth subparagraph, the Contracting Parties shall co-operate with one another in finding appropriate solutions to eliminate, remedy or mitigate the impact of any breach of the provisions under this Title.

Each Contracting Party shall remain responsible for eliminating, remedying or mitigating the impact of any breach of the provisions under this Title.

Title VI

FINAL PROVISIONS

Article 31

Duty of sincere co-operation

Article 4(3) TEU applies to the performance of this Agreement. The Contracting Parties shall take all appropriate measures, whether general or particular, to ensure fulfilment of the obligations arising out of this Agreement or from any action taken under it. They shall abstain from any measure that could jeopardise the attainment of the objectives of this Agreement and of the CBAM Regulation or of any implementing or delegated act adopted pursuant to that Regulation.

Article 32

Consequences of non-compliance

1. In the event of a failure to comply with this Agreement by any Contracting Party, the Contracting Parties shall use their best endeavours to promptly and jointly determine together the means to redress the situation as soon as possible.

2. If the negotiation processes referred to in paragraph 1 does not remedy the lack of compliance or settle the disagreement, the matter may be referred to the Court of Justice.

Article 33

Competent court for hearing disagreements

1. Any failure to comply with this Agreement, or disagreement with regard to the interpretation or application of this Agreement between the Contracting Parties, which remains unresolved, may be brought before the Court of Justice:

(a) by the Contracting Parties concerned, pursuant to Article 272 TFEU, where the unresolved matter is outstanding between the Commission and one or more Member States (or other Contracting Parties);

(b) by any Contracting Parties concerned that are, among others, Member States of the Union, against any other Contracting Parties concerned that are Member States of the Union, pursuant to Article 273 TFEU, where the unresolved matter is outstanding between two or more Member States.

2. The Court of Justice shall have exclusive jurisdiction to decide upon any failure to comply with this Agreement or disagreement with regard to the interpretation or application of this Agreement.

3. The Court of Justice may award any remedy it deems appropriate in cases brought before it under this Article.

Article 34

Applicable law and severance

1. Matters or disputes arising within the subject matter of this Agreement shall be governed by Union law complemented, where necessary, by the laws of Belgium.

2. The law applicable to framework or direct contracts pursuant to this Agreement and the competent court for the hearing of disputes under these contracts shall be determined in those contracts.

3. If any one or more of the provisions of this Agreement should be or become fully or partly invalid, illegal or unenforceable in any respect under the applicable law, the validity, legality and enforceability of the remaining provisions contained therein shall not be affected or impaired thereby.

Article 35

Non-contractual liability and indemnity for actions for damages

1. Without prejudice to Articles 33 and 34, each Contracting Party shall, in accordance with Union law, make good any non-contractual damage to third parties or to other Contracting Parties, arising out of this Agreement caused by its authorities or by any persons working in connection with this Agreement for those authorities.

The Commission's non-contractual liability arising out of this Agreement is governed by the second paragraph of Article 340 TFEU.

2. Without prejudice to Articles 33 and 34, where the Commission, within its role as a representative of the Contracting Parties pursuant to Article 4, paragraphs 3 to 5, is required to compensate a third party or a Contracting Party for non-contractual damage arising in connection with this Agreement caused in whole or in part by one or more Contracting Parties and where the Contracting Parties concerned can be identified, the Contracting Parties in question shall indemnify the Commission in full for the cost of making good any damage not caused by the Commission, including the related costs of any legal proceedings.

3. Without prejudice to Articles 33 and 34, where the Commission, within its role as a representative of the Contracting Parties pursuant to Article 4, paragraphs 3 to 5, is required to compensate a third party or another Contracting Party for non-contractual damage arising in connection with this Agreement caused in whole or in part by one or more Contracting Parties other than the Commission, but where the Contracting Parties concerned cannot be identified, all the other Contracting Parties shall indemnify the Commission for the cost of making good this damage, including the related costs of any legal proceedings.

The share payable by each Contracting Party concerned, including the share that remains borne by the Commission, of the total cost of this compensation shall be equally divided amongst the Contracting Parties concerned.

A Contracting Party shall be excluded from the calculation if it can prove that it could not have caused the damage even in part.

4. Without prejudice to Articles 33 and 34, where the Commission has suffered non-contractual damage arising out of this Agreement caused in whole or in part by one or more Contracting Parties but where the Contracting Party concerned cannot be identified, all the Contracting Parties other than the Commission shall indemnify the Commission in full for the cost of this damage.

The share payable by each Contracting Party concerned of the total amount due to the Commission shall be calculated in accordance with the second subparagraph of paragraph 3. The third subparagraph of paragraph 3 shall apply accordingly.

5 This Article shall not apply to contractual liability arising under the contracts.

Article 36

Preamble

This Agreement shall be interpreted in the light of its Preamble and Union Law, in particular the Financial Regulation, the CBAM Regulation, and the delegated acts adopted pursuant to Article 20(6) of the CBAM Regulation.

Article 37

Amendments

The Contracting Parties may propose amendments to this Agreement.

A proposal for an amendment to this Agreement shall be discussed by the Contracting Parties in the advisory group, subject to its rules of procedure. Without prejudice to Article 4(6), the amendment enters into force and becomes an integral part of this Agreement.

Article 38

Term and termination

1. This Agreement shall continue to have effect until it is either replaced by another agreement in accordance with paragraph 2 or it is terminated in accordance with paragraph 3.

2. Upon a request presented by a simple majority of the Parties, the Commission may develop a proposal either to replace this Agreement with another agreement or to terminate this Agreement. The Commission proposal shall, if appropriate, be accompanied by a comprehensive plan for an orderly transition to an alternative framework and the continuation of the guarantees in the interim.

3. This Agreement shall only be terminated if agreed in writing unanimously by the Contracting Parties.

Article 39

Signature and entry into force

1. This Agreement shall be established and executed in the equally authentic linguistic versions set out in Annex I, each linguistic version being an official language of the Union.

2. The Contracting Parties shall sign one original copy of each of the authentic linguistic versions of this Agreement.

3. The Contracting Parties may create non-binding linguistic versions of the Agreement.

4. The Commission shall act as depository of the signed authentic linguistic versions of this Agreement. It shall supply duly certified copies of this Agreement to each of the Contracting Parties as soon as practicable after the receipt of the signed versions of this Agreement from all Contracting Parties.

5. This Agreement shall enter into force for the Contracting Parties on the day following the day on which the Commission has received a signed duplicate of this Agreement from each Contracting Party in all authentic linguistic versions, the Commission has signed a duplicate in the same authentic linguistic versions, and at least fifteen of all Contracting Parties have submitted to the Commission the Confirmation of completion of national procedures for the approval of this Agreement or the absence of a need for such procedures, attached as Annex II.

6. The sixteenth and each following Contracting Party to submit the Confirmation referred to in paragraph 5 shall be bound, as of the day following the day on which the Commission has received the submission of that Confirmation, by all acts already adopted by the Commission in connection with this Agreement as of when the Agreement entered into force as set out in paragraph 5.

Article 40

Publication

This Agreement and any amendments thereto shall be published in intranet of the Directorate-General for Taxation and Customs Union.

IN WITNESS WHEREOF the undersigned, being duly authorised, have signed this Agreement in one original copy

Signed in [Brussels], on the [day] of [month], [year], in [insert], on the [day] of [month], 202X, etc.:

1. For the European Commission: _____

Deputising for Gerassimos Thomas, Maria Elena Scoppio, Director for Indirect taxation and tax administration

2. For Belgium:

Signed in Brussels, on 9 December 2025.

Jean-Luc Crucke, Le Ministre fédéral compétent pour l'environnement

3. For Bulgaria:

Signed in Brussels, on 15 December 2025.

Rumen Alexandrov, Ambassador, Permanent Representative of the Republic of Bulgaria to the EU

4. For Czechia:

Signed in Brussels, on 12 December 2025.

Vladimír Bärtl, Permanent Representative to COREPER II and Head of the Czech Permanent Representation to the European Union

5. For Denmark

Signed in Brussels, on 15 December 2025.

Louise Wandahl Tavares, Fiscal Counsellor, The Permanent Representation of Denmark to the EU

6. For Germany:

Signed in Brussels, on 15 December 2025.

Thomas Ossowski, Ambassador, Permanent Representative of Germany to the European Union

7. For Estonia:

Signed in Brussels, on 11 December 2025.

Kyllike Sillaste-Elling, Ambassador, Permanent Representative of Estonia to the European Union

8. For Ireland:

Signed in Brussels, on 12 December 2025.

Cáit Moran, Ambassador, Deputy Permanent Representative of Ireland to the European Union

9. For Greece:

Signed in Brussels, on 15 December 2025.

Χαραλαμπία Καούνη, Προϊσταμένη της Διεύθυνσης Προϋπολογισμού και Δημοσιονομικών Αναφορών, Ανεξάρτητη Αρχή Δημοσίων Εσόδων

10. For Spain:

Signed in Brussels, on 11 December 2025.

Marcos Alonso Alonso, Embajador Representante Permanente ante la UE

11. For France:

Signed in Brussels, on 15 December 2025.

Philippe LÉGLISE-COSTA, Représentant permanent de la France auprès de l'Union européenne

12. For Croatia:

Signed in Brussels, on 15 December 2025.

Irena Andrassy, Ambassador Extraordinary and Plenipotentiary – Permanent Representative of the Republic of Croatia to the European Union and to the European Atomic Energy Community

13. For Italy:

Signed in Brussels, on 12 December 2025.

Vincenzo Celeste, Permanent Representative of Italy to the European Union

14. For Cyprus:

Signed in Brussels, on 15 December 2025.

Ελένη Στυλιανοπούλου, Αναπληρώτρια Διευθύντρια του Τμήματος Περιβάλλοντος του Υπουργείου Γεωργίας, Αγροτικής Ανάπτυξης και Περιβάλλοντος

15. For Latvia:

Signed in Brussels, on 9 December 2025.

Raimonds Zukuls, Valsts ieņēmumu dienesta ģenerāldirektora vietnieks muitas jomā, Muitas pārvaldes direktors

16. For Lithuania:

Signed in Brussels, on 15 December 2025.

Nerijus Aleksiejūnas, Ambassador Extraordinary and Plenipotentiary of the Republic of Lithuania and Permanent Representative of Lithuania to the European Union

17. For Luxembourg:

Signed in Brussels, on 12 December 2025.

Gilles Roth, Ministre des Finances

18. For Hungary:

Signed in Brussels, on 11 December 2025.

Bálint Ódor, Ambassador Extraordinary and Plenipotentiary, Permanent Representative of Hungary to the European Union

19. For Malta:

Signed in Brussels, on 12 December 2025.

Paul Zahra, Permanent Secretary at the Ministry for Finance

20. For Netherlands:

Signed in Brussels, on 15 December 2025.

Charles Nysten, Fiscal counsellor at the Permanent Representation of the Kingdom of the Netherlands to the European Union

21. For Austria:

Signed in Brussels, on 15 December 2025.

Hugo-Richard Mayer, Customs Attaché to the Permanent Representation of Austria to the European Union

22. For Poland:

Signed in Brussels, on 15 December 2025.

Krzysztof Bolesta, sekretarz stanu w Ministerstwie Klimatu i Środowiska

23. For Portugal:

Signed in Brussels, on 12 December 2025.

Pedro Sanchez da Costa Pereira, Permanent Representative of Portugal to the European Union

24. For Romania:

Signed in Brussels, on 15 December 2025.

Mihaela Dincă, President of the National Office for Centralized Procurement

25. For Slovenia:

Signed in Brussels, on 12 December 2025.

Metka Ipavic, stalna predstavnica Republike Slovenije pri EU

26. For Slovakia:

Signed in Brussels, on 15 December 2025.

Šimon Lacena, tretí tajomník, Stále zastúpenie Slovenskej republiky pri Európskej únii

27. For Finland:

Signed in Brussels, on 11 December 2025.

Lauri Hirvonen, Pysyvän edustajan sijainen, Suomen pysyvä edustusto Euroopan unionissa

28. For Sweden:

Signed in Brussels, on 11 December 2025.

Mikaela Kumlin Granit, Ambassadör vid Sveriges ständiga representation vid den Europeiska unionen.

ANNEXES

Annex I

List of authentic linguistic versions of this Agreement in accordance with Article 39(1)

English

French

Greek

Latvian

Polish

Slovak

Slovenian

Spanish

Swedish

Annex II

Confirmation of completion of national procedures for the approval of this Agreement or the absence of a need for such procedures in accordance with Article 39(5)

[Letter-head of authority representing a Member State for the purposes of this Agreement]

European Commission

Director-General

Directorate-General for Taxation and Customs Union

[Address]

Email: [xxx]

Re: Confirmation of completion of national procedures for the approval of the Joint Procurement Agreement to procure the Carbon Border Adjustment Mechanism common central platform or the absence of a need for such procedures in accordance with Article 39(5) of that Agreement

Dear Sir/Madam

We refer to Article 39(5) of the above-mentioned Joint Procurement Agreement entered into between the Commission and the Member States of the European Union.

EITHER

We hereby notify you that our national procedures for the approval of the above-mentioned Joint Procurement Agreement were completed on [date].

OR

We hereby notify you that no national procedures are required for the approval of the above-mentioned Joint Procurement Agreement by [Name of Member State].

Yours faithfully

[Name of Member State]

[National Authority]

[Name, Function]

[Address]

Email: [xxx]