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Grant Agreement No. 101084160 (CUP: C63C23000460004)

Sub-grant Agreement No. [Insert Project ID]

Project Acronym [Insert Project Acronym]

⚠ DISCLAIMER & NOTICE TO APPLICANTS

THIS DOCUMENT IS A DRAFT MODEL PROVIDED FOR INFORMATION PURPOSES ONLY.

This template is published to inform prospective applicants of the standard contractual framework, rights, and obligations governing sub-grant awards under the SMART ERA Open Call. This document is non-binding and does not constitute a formal offer, agreement, or commitment by Fondazione Bruno Kessler or the SMART ERA Consortium.

The SMART ERA Consortium and Fondazione Bruno Kessler reserve the right to adapt, modify, update, or complete the terms, conditions, clauses, and Annexes of this Sub-Grant Agreement prior to final signature to reflect final evaluation outcomes, technical specifications, legal/regulatory requirements, or updates to the main Horizon Europe Grant Agreement No. 101084160.

SUB-GRANT AGREEMENT

SMART ERA

Universal Template – Single Beneficiary or Consortium of Two or More Beneficiaries

Open Call: [e.g. Second Open Call]

Project Acronym: [Insert Project Acronym]

Project ID: [Insert Project ID]

Agreement Version: [Insert version/date]



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Template use note. This Agreement is designed as one form for either (i) a single FSTP beneficiary or (ii) a consortium of two or more FSTP beneficiaries. Where the award is made to a consortium (“Consortium Beneficiary”) the “Consortium Beneficiary Member” is a member of that consortium. The consortium must designate a Lead Beneficiary for communications and payment administration.

MODEL



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PARTIES

1. FBK / SMART ERA Consortium. Fondazione Bruno Kessler (FBK), with registered office at Via Santa Croce 77, 38122 Trento, Italy, VAT/Tax Code 02003000227, represented by _____, acting in its capacity as Coordinator of the Grant Agreement and duly authorised pursuant to the Consortium Agreement, acting on behalf of the SMART ERA Consortium (hereinafter “FBK” or the “SMART ERA Consortium”).

2. Beneficiary. The FSTP beneficiary _____, duly established under the laws of _____ with registered office _____ represented by _____ (hereinafter “Beneficiary/Lead Beneficiary”).

Single-beneficiary award: complete one Consortium Beneficiary record in Annex 2.

Consortium award: complete one record for every Consortium Beneficiary and designate the Lead Beneficiary.

WHEREAS

- The European Commission and FBK, acting as Coordinator of the SMART ERA Consortium, have entered into Grant Agreement No. 101084160 (CUP: C63C23000460004) for implementation of the project “SMART Community-Led Transition for Europe’s Rural Areas” (SMART ERA) under Horizon Europe 2021–2027.
- The Grant Agreement is based on the Horizon Europe General Model Grant Agreement (HE MGA) and its Annotated Model Grant Agreement (AGA), which guide interpretation of this Agreement; in the event of ambiguity or inconsistency, the HE MGA, as interpreted in light of the AGA, prevails.
- The Grant Agreement permits financial support to third parties through open calls, including under Articles 6.2.D.1 and 9.4.
- The SMART ERA Consortium established transparent, objective and non-discriminatory procedures for awarding financial support through open calls. The beneficiary or consortium has been selected under the applicable call and evaluation procedures.
- FBK has been duly mandated by the SMART ERA Consortium to execute Sub-Grant Agreements with selected third-party beneficiaries.
- The SMART ERA Selection Committee is the decision-making body for the management of financial support, including approval of call documentation, validation of evaluation and selection, funding decisions, performance verification and payment authorisation.



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- The financial support is a lump sum contribution based on a detailed and justified estimation of costs that would be eligible under Horizon Europe and is linked to proper implementation of the activities and achievement of the agreed results.
- Recipients of financial support must comply with the relevant obligations applicable to beneficiaries under the Grant Agreement, including conflict of interest, confidentiality and security, ethics and EU values, EU-funding visibility, information obligations and record-keeping, and must allow competent EU bodies to exercise applicable audit, control and investigation rights.

The Parties therefore agree as follows.

Article 1 – SUBJECT OF THE AGREEMENT

1. This Agreement sets out the terms and conditions under which FBK, as duly authorised to act on behalf of the SMART ERA Consortium, awards financial support to the **Beneficiary/Consortium Beneficiary** in the form of a sub-grant within the SMART ERA Support Programme.
2. The grant is awarded for the Project identified in Annex 1 and described in the application submitted by the **Beneficiary/Consortium Beneficiary**.
3. Financial support is provided as a lump sum and may include non-financial mentoring and support, in accordance with the Grant Agreement, applicable Work Programme, SMART ERA Open Call documentation and SMART ERA Consortium Agreement.
4. For a consortium award, the Consortium Beneficiaries shall implement the Project collectively in accordance with the approved work plan and shall be jointly responsible towards the SMART ERA Consortium for the proper implementation of the Project and compliance with this Agreement.
5. The financial support shall be used exclusively for the activities described in Annex 1 and shall contribute to the objectives, expected impacts and deliverables of the Grant Agreement.



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Article 2 – DURATION

1. The SMART ERA Support Programme has a duration of [] months, from [] to [] (the “Programme Period”), unless the applicable award documentation states otherwise.
2. The Beneficiary/Consortium Beneficiary may request a duly justified written extension. An extension is not automatic and requires prior evaluation and approval by the SMART ERA Selection Committee.

Article 3 – ELIGIBILITY AND CONFLICT OF INTEREST

1. The Beneficiary/Each Consortium Beneficiary Member declares that the eligibility information submitted in the application and eligibility checks is true, correct, complete and up to date.
2. The Beneficiary/Each Consortium Beneficiary Member confirms that it is a legal entity duly established in an EU Member State or a country associated to Horizon Europe and satisfies all applicable eligibility conditions of the SMART ERA Open Call.
3. The Beneficiary/Each Consortium Beneficiary Member declares that it is not subject to applicable EU restrictive measures, is not excluded from EU funding, has the necessary financial and operational capacity, complies with applicable tax and social-security obligations, and has not received other EU funding for the same activities.
4. The Beneficiary/Each Consortium Beneficiary Member shall promptly inform the SMART ERA Selection Committee of any change affecting eligibility, including ownership, beneficial ownership, control arrangements or other relevant legal or organisational circumstances.
5. The Beneficiary/Each Consortium Beneficiary Member declares that no conflict of interest exists with members of the SMART ERA Selection Committee and shall promptly disclose and appropriately manage any actual or potential conflict.
6. For a Consortium Beneficiary, a breach by one Consortium Beneficiary Member may constitute a breach of the Consortium Beneficiary’s obligations and may trigger measures under this Agreement, subject to the circumstances and applicable law.



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Article 4 – GRANT

1. The financial support is a lump sum contribution defined in Annex 1, based on estimated eligible costs (“as if actual costs”), payable only upon satisfactory assessment of the corresponding activities and results.
2. The maximum aggregate grant payable for the Project shall not exceed the amount approved in Annex 1. For a consortium, Annex 1 shall identify, where applicable, the allocation of the aggregate grant among Consortium Beneficiary Members.
3. Budget flexibility is limited to implementation of the activities in Annex 1; changes affecting essential elements of the grant require formal amendment where required by this Agreement.
4. Eligibility is assessed on the basis of results achieved and work performed. Contributions are eligible only where included in Annex 1 and the corresponding activities are properly implemented during the Programme Period.
5. Non-financial technical mentoring and support are provided as described in Annex 1.

Article 5 – PAYMENT SCHEDULE

1. Payments shall be made in instalments according to Annex 1 and subject to positive assessment by the SMART ERA Selection Committee.
2. Payment shall be made to the bank account in Annex 2. For a Consortium Beneficiary, payment shall be made exclusively to the designated Lead Beneficiary. Payment to the Lead Beneficiary fully discharges FBK’s payment obligations under this Agreement. The Lead Beneficiary shall transfer the respective shares to the other Consortium Beneficiary Members without undue delay. FBK shall not be responsible or liable for any internal distribution disputes, delays, or withholdings among Consortium Beneficiary Members.
3. Payments shall be made in euros. Currency conversion costs and exchange-rate risks for a non-euro account are borne by the Beneficiary.
4. The Beneficiary/Each Consortium Beneficiary Member responsible for applicable tax, social-security and legal obligations.



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5. Payments may be suspended where justified by non-compliance, funding-disbursement issues, or circumstances affecting proper implementation. All payments remain subject to availability of funds under the Grant Agreement.

Article 6 – COMMUNICATION BETWEEN THE PARTIES

1. Communications under this Agreement shall be in writing, including by email to the contact addresses in Annex 2.
2. For a single beneficiary, the beneficiary contact acts on its behalf. For a consortium, the Lead Beneficiary and its designated contact act as the primary contact with FBK for routine communications, without limiting the direct obligations of each Consortium Beneficiary.
3. Changes to contact persons or contact details may be notified in writing and do not constitute an amendment.
4. The official language of the Agreement and related communications, reports, deliverables and materials is English.
5. Formal notifications on paper shall be sent to FBK: Fondazione Bruno Kessler (FBK), Servizio Amministrazione, Via Sommarive 18, 38123 Trento, Italy; for Italian beneficiaries, also via PEC at amministrazione@pec.fbk.eu.

Article 7 – IMPLEMENTATION OF THE PROJECT AND GENERAL OBLIGATIONS

1. The Beneficiary/Each Consortium Beneficiary Member shall implement the Project in accordance with this Agreement and its Annexes and comply with applicable law.
2. For a Consortium Beneficiary, the Consortium Beneficiary Members shall cooperate and coordinate sufficiently to ensure coherent implementation, timely delivery and achievement of the agreed results.
3. The Beneficiary/Each Consortium Beneficiary Member shall be responsible for the tasks assigned to it in Annex 1. The Consortium Beneficiaries are jointly responsible for the proper implementation of the Project.



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4. The Beneficiary/Each Consortium Beneficiary Member shall monitor implementation, provide requested information, report events likely to affect implementation, and promptly disclose material legal, financial, technical, organisational or ownership changes.
5. The Beneficiary/Each Consortium Beneficiary Member shall comply with applicable Horizon Europe obligations imposed on recipients of financial support to third parties under Article 9.4 of the Grant Agreement.

Article 8 – RESOURCES TO IMPLEMENT THE PROJECT

1. The Beneficiary/Each Consortium Beneficiary Member shall maintain the human, technical, infrastructure and other resources necessary for proper implementation.
2. The budget shall be established using a detailed and realistic estimation of resources required, approximating costs that would be eligible under Horizon Europe.
3. Annex 1 may be finalised during the first two (2) months of implementation and, once agreed and validated, shall become binding without formal amendment where it does not alter essential elements of the grant.
4. The Beneficiary/Each Consortium Beneficiary Member shall provide the resources assigned to it in Annex 1 and shall remain responsible for its own personnel, subcontractors and other third parties.
5. Third parties, including subcontractors and external service providers, shall be avoided unless duly justified and foreseen in Annex 1. The Beneficiary/Each Consortium Beneficiary Member remains responsible for compliance by such third parties.
6. The Beneficiary/Each Consortium Beneficiary Member shall apply sound financial management and promptly notify the Selection Committee of circumstances affecting the availability or adequacy of resources.

Article 9 – APPLICABLE PROVISIONS OF THE GRANT AGREEMENT

1. The Beneficiary/Each Consortium Beneficiary Member shall comply, mutatis mutandis, with relevant provisions of the Grant Agreement and its Annexes applicable to recipients of financial support to third parties.



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2. The Beneficiary/Each Consortium Beneficiary Member shall comply with obligations concerning open and competitive selection, conflict of interest, confidentiality and security, ethics, EU values, visibility of EU funding, information and audit rights, and record-keeping.
3. The Beneficiary/Each Consortium Beneficiary Member shall retain adequate documentation demonstrating proper implementation and achievement of results. In line with the lump-sum nature of the support, detailed financial records are not required under this Agreement, without prejudice to applicable law.
4. The European Commission, OLAF, EPPO, ECA and other authorised bodies may exercise applicable access, checks, reviews, audits and investigation rights.

Article 10 – INTELLECTUAL PROPERTY RIGHTS

1. Results generated by The Beneficiary/Each Consortium Beneficiary Member in implementation of the Project, as described in Annex 1, shall be owned by the Beneficiary/Consortium Beneficiary Member, subject to this Agreement and the Grant Agreement.
2. Where Results are jointly generated by two or more Consortium Beneficiary Members and their contributions cannot be separated, the Result shall be jointly owned unless otherwise agreed in writing.
3. For Consortium Beneficiary, the Consortium Beneficiary Members shall establish, where necessary, a written Joint Ownership Agreement governing ownership shares, use and exploitation rights, licensing, protection and related costs.
4. Pending a Joint Ownership Agreement, jointly owned Results may be used for non-commercial research and internal purposes on a royalty-free basis; exploitation and licensing shall be subject to prior notice and fair and reasonable compensation, unless otherwise agreed.
5. The Beneficiary/Each Consortium Beneficiary Member shall protect, exploit and disseminate its Results in accordance with the Grant Agreement, this Agreement and Annex 1, and shall preserve applicable access rights.



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Article 11 – ACCESS RIGHTS

1. The Beneficiary/Each Consortium Beneficiary Member shall grant the SMART ERA Consortium members identified in Annex 1 the necessary access rights to Results and, where applicable, Background for purposes connected with the Grant Agreement and exploitation of Results.
2. Access rights for implementation are royalty-free unless otherwise agreed; exploitation access is on fair and reasonable conditions unless otherwise agreed.
3. Access rights are non-exclusive, non-sublicensable unless expressly agreed, limited to what is Needed, and do not transfer ownership.
4. For a Consortium Beneficiary, each Consortium Beneficiary Member shall ensure that its Results and Background are appropriately identified in Annex 1 and that rights granted by one Consortium Beneficiary Member do not conflict with the rights of another.

Article 12 – COMMUNICATION AND DISSEMINATION

1. The Beneficiary/Each Consortium Beneficiary Member shall communicate and disseminate the Project and Results in accordance with Horizon Europe requirements, the Grant Agreement and Annex 1.
2. The Beneficiary/Each Consortium Beneficiary Member shall coordinate dissemination where activities or Results concern more than one Consortium Beneficiary Member or one or more SMART ERA Consortium member.
3. Where required, prior notice for dissemination shall be provided at least forty-five (45) calendar days in advance, and objections may be raised within thirty (30) calendar days on intellectual property, legitimate-interest or confidentiality grounds.
4. The Beneficiary/Each Consortium Beneficiary Member authorises the SMART ERA Consortium to use non-confidential Results and data for communication, dissemination and reporting under the Grant Agreement.



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Article 13 – CONFIDENTIALITY

1. The Beneficiary/Each Consortium Beneficiary Member shall protect Confidential Information disclosed in connection with the Project.
2. Confidential Information shall be used solely for Project implementation and shall not be disclosed to third parties without prior written consent, subject to the exceptions in this Article and applicable law.
3. The confidentiality obligations apply for five (5) years after the final payment by FBK.
4. The Beneficiary/Each Consortium Beneficiary Member shall ensure that its personnel, contractors and other third parties are bound by equivalent confidentiality obligations and shall remain responsible for compliance.

Article 14 – LIABILITY

1. FBK and SMART ERA Consortium members are not liable for damage arising from Project implementation or use of Results, except in cases of proven wilful misconduct or gross negligence.
2. The Beneficiary/Each Consortium Beneficiary Member is responsible for implementation and compliance with this Agreement and shall indemnify FBK and the SMART ERA Consortium members to the extent damage is attributable to its breach, negligence, fraud, wilful misconduct, misleading declarations, infringement or improper implementation.
3. The Beneficiary/Each Consortium Beneficiary Member is responsible for its own acts and omissions, and the Consortium Beneficiary Members are jointly responsible towards FBK where the Project is not properly implemented, subject to applicable law and the allocation of tasks in Annex 1.
4. The aggregate liability of the Beneficiary/each Consortium Beneficiary Member under this Agreement shall be limited to the total financial support received. This limitation shall not apply in cases of wilful misconduct, gross negligence, breach of confidentiality, infringement of third-party intellectual property rights, or where prohibited by applicable law.



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Article 15 – FORCE MAJEURE

1. Force majeure means an unforeseeable, exceptional event beyond a Party's control that prevents fulfilment of obligations and cannot be overcome despite due diligence.
2. The affected Party shall notify the other Party without undue delay, mitigate effects and resume implementation as soon as possible. For a Consortium Beneficiary, the Lead Beneficiary shall coordinate notification where an event affects the consortium as a whole, while each affected Consortium Beneficiary Member shall promptly provide the Lead Beneficiary with relevant information.
3. If force majeure persists for more than ninety (90) days and substantially affects implementation, either Party may terminate without liability for damages.

Article 16 – TERMINATION OF THE AGREEMENT

1. The Beneficiary/Lead Beneficiary may terminate this Agreement by written notice to the SMART ERA Selection Committee.
2. FBK, acting on behalf of the SMART ERA Consortium and on the basis of a duly justified decision of the SMART ERA Selection Committee, may terminate for loss of eligibility, breach, significant delay, failure to achieve milestones/deliverables/KPIs, double funding, poor performance or insufficient engagement, ethical/legal/security non-compliance, or where the Grant Agreement is suspended or terminated insofar as it affects this Agreement.
3. Before termination for breach, the Selection Committee shall notify the Beneficiary of the reasons and invite observations within seven (7) calendar days, except where immediate action is justified under applicable rules.
4. On termination, the final amount payable shall be based on properly implemented activities and results achieved up to the effective date. Amounts paid in excess shall be recovered.
5. For a Consortium Beneficiary, termination may concern the whole Agreement or, where legally and operationally feasible and approved by the Selection Committee, an individual Consortium Beneficiary Member, with the consequences determined according to the circumstances and Annex 1.



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Article 17 – CONSEQUENCES OF NON-COMPLIANCE

1. Failure to comply with this Agreement, Annexes or applicable Grant Agreement obligations may result in suspension of payments, rejection of contributions, reduction of financial support and recovery of amounts unduly paid.

2. For a Consortium Beneficiary, the consequences may be applied to the consortium as a whole or, where the breach and the applicable grant structure permit, to the relevant Consortium Beneficiary Member or corresponding share.

Article 18 – RECOVERY OF AMOUNTS UNDULY PAID

1. Any amount unduly paid shall be recovered following a duly authorised decision of the SMART ERA Selection Committee.

2. FBK shall notify the Beneficiary by debit note specifying the amount, reasons and payment deadline. For a Consortium Beneficiary, FBK may issue a debit note to the Lead Beneficiary or directly to the defaulting Consortium Beneficiary Member. The Consortium Beneficiary Members remain jointly and severally liable to FBK for the repayment of any amounts unduly paid under this Agreement.

3. Recovery may be initiated after completion of the Project. Late-payment interest and applicable legal action may follow non-payment.

Article 19 – PROCESSING OF PERSONAL DATA

1. Processing of personal data shall comply with applicable EU and national data-protection law, including GDPR.

2. Personal data shall be processed only as necessary for implementation, administration and decisions under this Agreement.

3. Where applicable, relevant SMART ERA Consortium members shall determine their roles as controllers or joint controllers and conclude required arrangements.



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4. The Beneficiary/Each Consortium Beneficiary Member shall cooperate in relation to data-protection obligations and, where necessary, conclude separate data-processing, data-sharing or joint-controller arrangements before processing or sharing takes place.

Article 20 – FINAL PROVISIONS

1. The Annexes form an integral part of this Agreement.
2. Amendments and termination shall be made in writing and signed by duly authorised representatives, except for Annex 1 updates expressly permitted by this Agreement.
3. Periods expressed in days, months or years are calculated in accordance with Regulation No. 1182/71.
4. This Agreement is governed by the laws of Italy, complemented by applicable EU law, including Regulation (EU) 2021/695.
5. The Beneficiary/Each Consortium Beneficiary Member is solely responsible for applicable national tax, social-security and labour-law compliance.
6. Disputes should be settled amicably. If a dispute cannot be settled amicably, it shall be submitted to the Court of Trento.
7. By signing, each signatory confirms that it has read, understood and accepted the terms and conditions of this Agreement.

Article 21 – SIGNATURES

1. This Agreement may be executed in counterparts and signed electronically, including through electronic signature platforms. Electronic signatures and associated audit trails shall have the same legal effect as handwritten signatures, to the extent permitted by applicable law.
2. For a Consortium Beneficiary, a legally valid mandate expressly authorises the Lead Beneficiary to sign on its behalf and that mandate is recorded in Annex 2.



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SIGNATURE PAGE

For the Beneficiary / Consortium Beneficiary

Legal name: _____

Name of authorised representative: _____

Position: _____

Signature: _____

Date: _____

For FBK

Name of authorised representative: _____

Position: _____

Signature: _____

Date: _____



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ANNEX 1 – PROJECT, WORK PLAN, BUDGET, MILESTONES AND PAYMENTS

(This Annex will be completed and finalized upon selection and validation of the winning application. It will contain the final project scope, work package breakdown, budget allocation per partner, milestone performance criteria, payment schedule, and IP background identification.)

ANNEX 2 – BENEFICIARY / CONSORTIUM DETAILS AND BANKING

(This Annex will be completed and finalized upon selection and validation of the winning application. It will record the official legal entity details, PIC numbers, authorized representatives, project contacts, official euro bank account details of the Lead Beneficiary, and signed Consortium Mandates where applicable.)

ANNEX 3 – APPLICATION FORM / APPROVED PROJECT DESCRIPTION

(The final approved Application Form submitted under the Open Call, along with any formal clarifications requested during evaluation, shall be attached here and form an integral part of this Agreement.)

ANNEX 4 – PAYMENT REQUEST TEMPLATE

(This Annex will provide the standard payment request form to be submitted by the Single or Lead Beneficiary upon milestone completion, including milestone justification, deliverable references, and bank account confirmation.)

ANNEX 5 – ASSESSMENT AND PAYMENT AUTHORISATION

(An internal administrative tracking sheet used by the SMART ERA Selection Committee to formally record evaluation decisions, milestone approvals, and payment authorizations.)