

Clean Sky 2 JU 9th Call for Proposals (CfP09)

Legal and Financial Aspects of the Grant Agreement for Partners (GAP)

Brussels, 8th November 2018

Innovation Takes Off

www.cleansky.eu

Not legally binding



Before submitting a project proposal:

1. Register in the **Funding & Tender Portal (ex Participant Portal)**
2. Have a Participant Identification Code (**PIC number**)
3. Nominate a **Legal Entity Appointed Representative (LEAR)** to manage legal/financial information about the organization and access rights, to appoint representatives of the organization to electronically sign the Grant Agreement ('Legal Signatories' - LSIGN) or the financial statements ('Financial Signatories' - FSIGN) via the Funding & Tender Portal



Funding & tender opportunities
Single Electronic Data Interchange Area (SEDIA)

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a. Complementary Topics

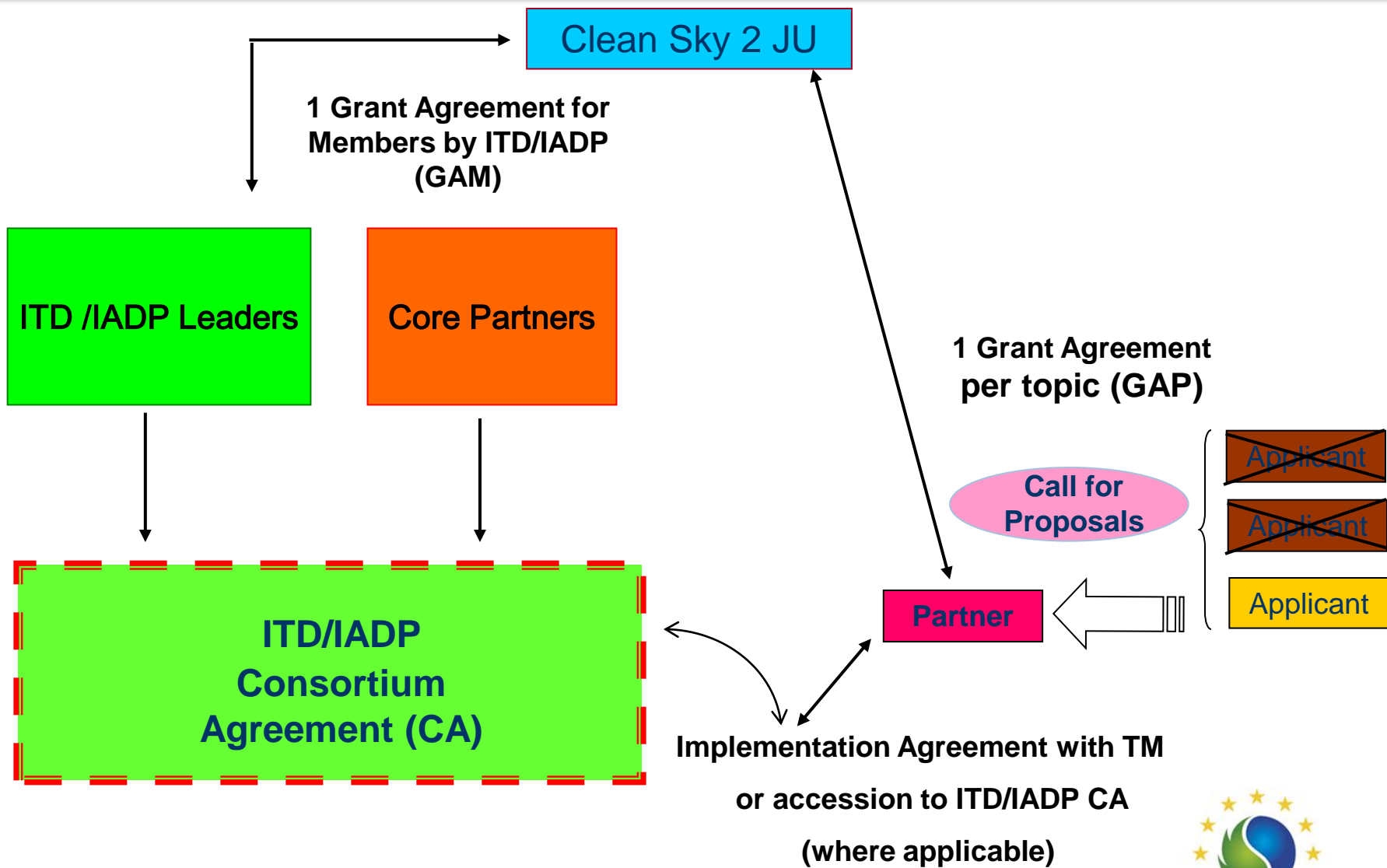
- CS2JU specificity
- Topics launched **inside** the complementary framework of one IADP/ITD/TA
- Directly linked to the action implemented by the Clean Sky 2 Members under grant agreements for members
- They contribute to the achievement of the results of specific ITD/IADP/TA.

b. Thematic Topics



- Topics launched **outside** the complementary framework of one IADP/ITD/TA
- Not directly linked to the action implemented by the Clean Sky 2 Members under specific ITD/IADP/TA
- They contribute to the achievement of the High Level Objectives (HLGs) of the Clean Sky 2 Regulation
- Different special conditions of admissibility apply to the thematic topics.

a. Complementary topics: CS2JU framework



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a. Complementary topics: admissibility conditions

- **The 16 CS2JU Leaders and their affiliated entities under H2020 definition may apply to Calls for Proposals only in another IADP/ITD/TA where they are not involved as Members.**
Status of affiliation + conflict of interest to be declared when applying
- **The Core partners and their affiliates entities may apply to calls for proposals only in another IADP/ITD/TA where they are not involved as member.**
Status of affiliation + conflict of interest to be declared when applying

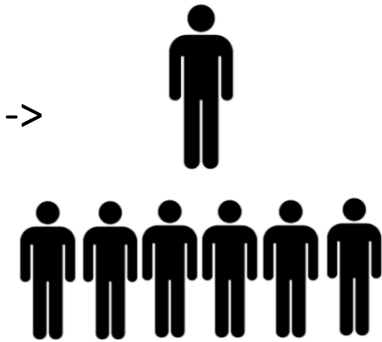


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a. Complementary topics: eligibility conditions

Who may apply?

- **Single entities** (SMEs, large industries, RO, Academia etc.) -> **monobeneficiary Grant Agreement**
- **Consortia** of legal entities
- **Clusters** (as single legal entity with valid PIC or as linked third party)



Third Countries participation is subject to H2020 rules and allowed when:

- ✓ evaluated as “essential” for the action or
- ✓ existing bilateral agreement between the EU and the third country
- ✓ envisaged in the Work Plan

a. Complementary topics: CA/IA and TM role

According to article 41.4 of the Grant Agreement, due to the **complementarity nature** of the topic/ GAs, beneficiary(ies) must agree on the technical implementation of the action within the IADP/ITD/TA by:

- **acceding to the IADP/ITD Consortium Agreement (CA)** *or*
- **signing a bilateral Implementation Agreement (IA)** with the Topic Manager (TM) - covering among others:
 - ✓ rights and obligations of the parties;
 - ✓ organisation and coordination of the work;
 - ✓ division of roles and responsibilities;
 - ✓ exploitation and dissemination of results;
 - ✓ liability;
 - ✓ settlement of disputes



Template IA and ITD/IADP CA are published with the CfP09.

To be concluded before signing the GA or set as first deliverable in SYGMA

Topic Manager: responsible for the **technical monitoring of the implementation** of the activities under the Grant Agreement



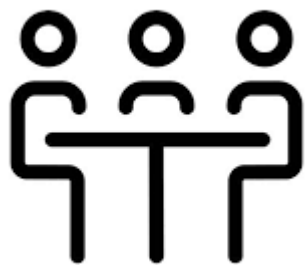
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Internal arrangements between beneficiaries: Consortium Agreement

An internal **Consortium Agreement** is **mandatory** under Article 41.3 of the **multi-beneficiary GAP**

- It is a **private agreement between the beneficiaries** to be concluded before GAP signature
- It deals with the **rights and obligations of the beneficiaries** (e.g. internal organisation, distribution of JU funding, additional rules on IPR, settlement of disputes, etc)
- It does not involve the CS2JU but **must not contradict the terms of the GAP**



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b. Thematic topics: specific admissibility condition

The following special admissibility condition applies to the Thematic topics:

“The 16 Leaders of the CS2JU listed in Annex II to Regulation n° (EU) No 558/2014 and their affiliates may not apply to the Thematic topics”



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Possible legal entity roles in the GAP

Coordinator

Beneficiary

Third Parties

(Subcontractors, Linked Third Parties, Third Parties bringing in-kind contribution)

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Possible legal entity roles in the GAP: Linked Third Party



- Affiliated entities or third parties with a **legal link** to the beneficiary
- They **implement part of the action** (tasks and estimated costs set out in in Annex 1/2) and they can claim costs
- They are responsible for their tasks
- **Must be identified** in the Grant preparation phase and in article 14 of the GAP
- They **do not sign the GAP**
- **Optional**: they may be requested by CS2JU to sign a **declaration of joint and several liability** (Annex 3a) if:
 - ✓ The result of the FVC of the beneficiary is weak and
 - ✓ The linked third parties account for 50% or more of the EU contribution of the beneficiary

Also beneficiary/linked third parties may decide to fill in this declaration (e.g clusters where the beneficiary who signs the GAP wants that also the third parties are liable up to the amount they received by CS2JU).

If requested, the beneficiaries must submit the declaration to accede the GAP.

Possible legal entity roles in the GAP: subcontractors

“ If necessary to implement the action, the beneficiaries may award subcontracts covering the implementation of certain action tasks described in Annex 1” (art 13 of the GAP)

Subcontractors should be selected :

- 1) on the basis of **best value for money** or on the **lowest price principle**
- 2) without **any conflict of interests**



- The tasks to be subcontracted and estimated costs **must be described in the Annexes 1 and 2 of the GAP**
- **Only limited parts of the action may be subcontracted!**
- The **subcontracting cannot involve coordination and management tasks** (listed in article 41.2(b) of the GAP)
- **Beneficiary remains responsible** for the tasks carried out by subcontractors

Other possible legal entity roles in the GAP

Third parties providing in-kind contribution

- Against payment (Article 11 of the GAP) or free of charge (art 12 of the GAP)
- They make some of their resources available (staff, facilities, labs etc.) to the beneficiary
- Must be indicated in Annex 1 to the GAP

“Contracts” for the provision of goods, works or services to a beneficiary

- Article 10 of the GAP
- Purchase contracts do not cover the implementation of the action
- Use to provide the beneficiary with some goods, works or services which are necessary for the implementation of the action (e.g catering services, website, purchase of computers, hiring IPR consultants, etc.)
- Do not have to be identified in Annex 1 – the price for these contracts will be declared as “other direct costs” in the Annex 20 of the GAP

Intellectual Property Rights – H2020 rules

- **Ownership of the results**

- Of the beneficiary who generated results
- Joint-ownership only in specific circumstances (joint ownership agreement or consortium agreement)



- **Access rights**

- CS2JU specificity: **beneficiaries of GAPs must give access rights to their background and results to the Topic Manger for the implementation of the action** (Article 25.5 and 31.6 of the GAP)
- The access right is **mutual/reciprocal vis-à-vis the beneficiaries** for what it is needed to implement the action



- **Visibility of the JU funding**

- Always use the CS2JU logo , the EU emblem and standard sentence in the grant in all dissemination actions under the project, the same obligations to use the logo apply also to subcontractors



- **Dissemination**

- Obligation to disseminate results (Article 29.1)
- Each beneficiary must ensure open access to all peer - reviewed scientific publications relating to its results (Article 29.2)
- Open Access to research data (Article 29.3) – Optional for GAPs



Dissemination&Exploitation

Some Information

- The proposal has to foresee a deliverable dedicated to the Dissemination and Exploitation (D&E plan). According to H2020 this is a contractual deliverable to be issued within 6 months of the start of the project
- The Dissemination and Exploitation Plan (D&E plan) is a Public Document (the Exploitation plan could be confidential but in this case you need to deliver two distinct documents)
- The proposal has to shortly report a description of the D&E plan
- For the winner proposals, CS2 guidelines for D&E preparation will be available

Open Access to Research Data

Open access (OA) refers to the practice of providing access (for example online) to scientific information, developed during a research project, free of charge to the end-user and reusable.

'Scientific' refers to all academic disciplines.

In the context of research and innovation, 'scientific information' means:

- **peer-reviewed scientific research articles (published in scholarly journals)***
- or
- **research data (data underlying publications, curated data and/or raw data).****

* Under these definitions, 'access' includes not only basic elements - the right to read, download and print – but also the right to copy, distribute, search, link, crawl and mine.

** Refers to the right to access and reuse digital research data under the terms and conditions set out in the Grant Agreement.

Open Access to Research Data

H2020 Open Access

- **Open Access (OA) concern results generated and collected during the project.**
- **Open Access impacts Dissemination → art. 29.2**
- **Open Access can impact also other research Data → Art. 29.3**



Open Access to Research Data

Open Access VS Dissemination

- **Scientific papers, i.e. peer-reviewed papers, and data underlined in these papers must be open, i.e. free of charge for end-user and reusable according to the H2020 policy:**

Gold Open
Access



A paper is immediately published in open access mode. The publication costs is shifted away from subscribing readers. The most common business model is based on one-off payments by authors.

Green Open
Access



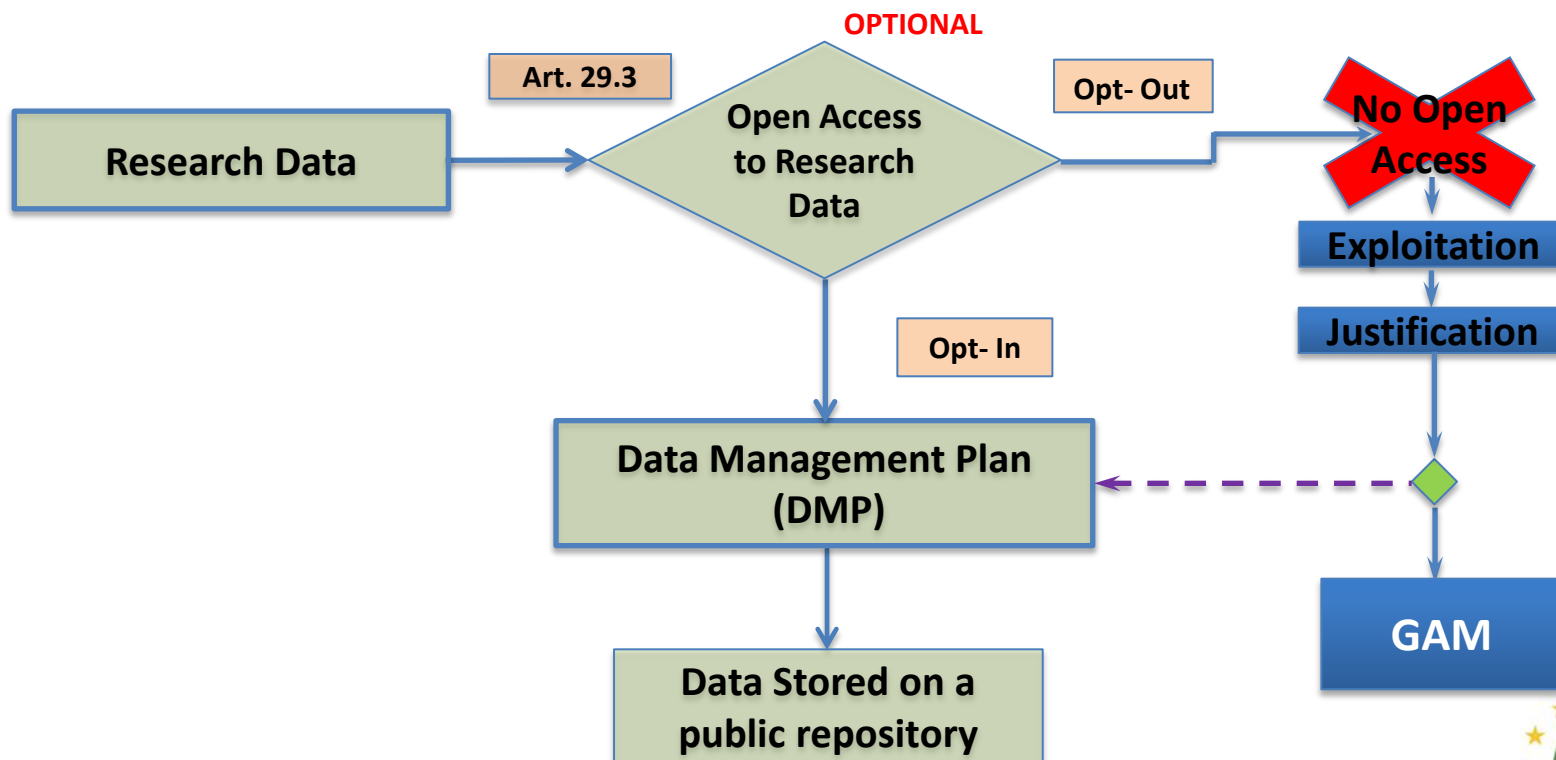
The author archives (deposits) the published paper or the final peer-reviewed manuscript in an online repository before, at the same time as, or after publication (depending from the existence of an embargo period).

- **Papers and data underlined must be deposited on a public repository**

Open Access to Research Data

Open Access vs other research Data

- Open Access to other research Data → on a voluntary basis



Open Access to Research Data

Recommendations

- Please specify in the proposal your orientation about OA.

Opt – in (default option)

Activation of article 29.3 “*Open access to research data*”

- In case of OPT-IN, check that implementation aspects are compliant with Article 8 of IA
- Plan a deliverable devoted to Open Access, i.e the **Data Management Plan (DMP, that will be mandatory)** to be issued within 6 months from the date of the signature of the GA.

Opt – out

DMP is optional

Opt-out possible at any stage (both before and after the GA signature)

Conditions to opt-out are described in in [Annex L](#) of the H2020 Work Programme

Open Access to Research Data : opt- in

Art 29.3 -> obligation for the partners to make the data identified in the Data Management Plan **accessible**, **usable** and **exploitable** by third parties through the **deposit on a public repository**



- ✓ Deposit the data in a research data repository of their choice
- ✓ Ensure that it is possible to access, mine, exploit, reproduce and disseminate free of charge
- ✓ Provide information about tools and instruments at the disposal of the beneficiaries for validating the results

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Financial viability check

- Performed by the Validation Services of the EC (REA)
- Requested **only** for the **coordinators**
- Requested **if** the CS2JU **funding** for the action is **equal or exceeds 500 k€**: coordinator submits to REA information /supporting documents covering the last closed financial year
- If the requested JU funding exceeds 750 k€: coordinator submits to REA a full audit report that certifies the accounts of the last available financial year



Weak -> the beneficiary should be subject to reinforced monitoring and /or reduction of Pre-financing rate

Insufficient financial capacity -> change of the coordinator

Not requested for:

- for public bodies or a higher or secondary education establishment and other specific cases
- for mono-beneficiary Grant Agreements

However, any participant will be checked if there are justified grounds to doubt its financial capacity

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Payments

	Time-to-Pay CSJU	From
One Pre-financing	30 days	From: entry into force or from 10 days before the starting date, whichever is the latest

- **No standard amount** (or percentage) for the pre-financing payment. In principle, between⁽¹⁾ **120% to 160%** of the average JU funding per period for actions with at least two reporting periods
- **In general:** one or two RP=> 60 to 80 %; 3 RP => 40 to 53 %; 4 RP => 30 to 40%; 5 RP =>24 to 32 % ...
- ⁽¹⁾This may be adjusted by the JU according to credit availability.
- Retention 5 % of maximum grant for the **Guarantee Fund**

 *The pre-financing remains the property of the JU until the payment of the balance.*

The coordinator must distribute the amounts received to the beneficiaries — without delay (see Article 21.7). How and when the payments are distributed is in principle an internal matter for the consortium (set out in the Consortium Agreement).

Payments

The coordinator must submit the periodic report (technical and financial reports) within 60 days following the end of each reporting period.

	Time-to-Pay CSJU	From
Interim Payments	90 days	From reception of periodic report

The total amount of pre-financing and interim payments must not exceed 90% of the maximum grant amount set out in Article 5.1. The maximum amount for the interim payment will be calculated as follows:

{90% of the maximum grant amount *minus* {pre-financing + previous interim payments}}.

Payment of the Balance	90 days	From reception of final reports
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The **amount due as the balance** is calculated by the *JU* by deducting the total amount of pre-financing and interim payments (if any) already made, from the final validated contribution.

Guarantee Fund

H2020 Participant Guarantee Fund (PGF) called was established in order to ensure more efficient management and better coverage of the risks associated with the amounts due and not reimbursed by defaulting participants (Reg. n°1290/2013 – “Rules of participation” -RP).

The participants' contribution to the Fund will be

- **deducted from the initial pre-financing**
- **released and returned at the end of the action**, via the coordinator.

Example:

JU contribution (GA)	100.000 €
Contribution to the Fund 5 %	5.000 €
Initial pre-financing 80 %	80.000 €
Paid to coordinator	75.000 €
Paid to the Guarantee Fund	5.000 €

Admin & Financial Aspects

Guarantee Fund

Release of the amount retained for 'the Fund'

The amount due will be deducted from the amount of the Fund released.

If the resulting amount:

- is positive -> it will be paid to the coordinator
- is negative -> it will be recovered.

If the total amount of earlier payments is lower than the final validated contribution, the *JU* will pay the balance within 90 days from receiving the final report .

The released amount of 'the Fund' shall be paid in full to the coordinator together with the amount due for the balance.

Any questions?

Info-Call-CFP-2018-02@cleansky.eu

Last deadline to submit your questions:
5th December 2018, 17:00 (Brussels time)

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Links to documents and information

Call Background documents (Call text, Work Plan, JTP, Model Implementation Agreement, H2020 Annotated Grant Agreement, etc)

[Participant Portal of the European Commission](#)

CS2JU GAP Model (mono-beneficiary)

<http://www.cleansky.eu/key-documents>

CS2JU GAP Model (multi-beneficiary)

<http://www.cleansky.eu/key-documents>

Participant Portal H2020 Online Manual

http://ec.europa.eu/research/participants/docs/h2020-funding-guide/grants/applying-for-funding/register-an-organisation/financial-capacity-check_en.htm

Guide on beneficiary registration, validation and financial viability check

http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/lev/h2020-guide-lev_en.pdf

Beneficiary Register

<http://ec.europa.eu/research/participants/data/support/manual/urf.pdf>

Links to documents and information

Open access

- Web: <http://ec.europa.eu/research/openscience/index.cfm>
- Twitter: [@OpenAccessEC](https://twitter.com/OpenAccessEC)

Resources

- OpenAIRE: <https://www.openaire.eu/>
- EC Central Library: <http://www.netvibes.com/open-access>

H2020 guidance updated on the portal:

- http://ec.europa.eu/research/participants/docs/h2020-funding-guide/cross-cutting-issues/open-access-dissemination_en.htm

General DMP template

- http://ec.europa.eu/research/participants/docs/h2020-funding-guide/cross-cutting-issues/open-access-data-management/data-management_en.htm