

Clean Sky 2 JU 11th Call for Proposals (CfP11)

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

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Before submitting a project proposal:

1. Register in the **Funding & Tender Opportunities 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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CfP11 Topics

a. Complementary Topics

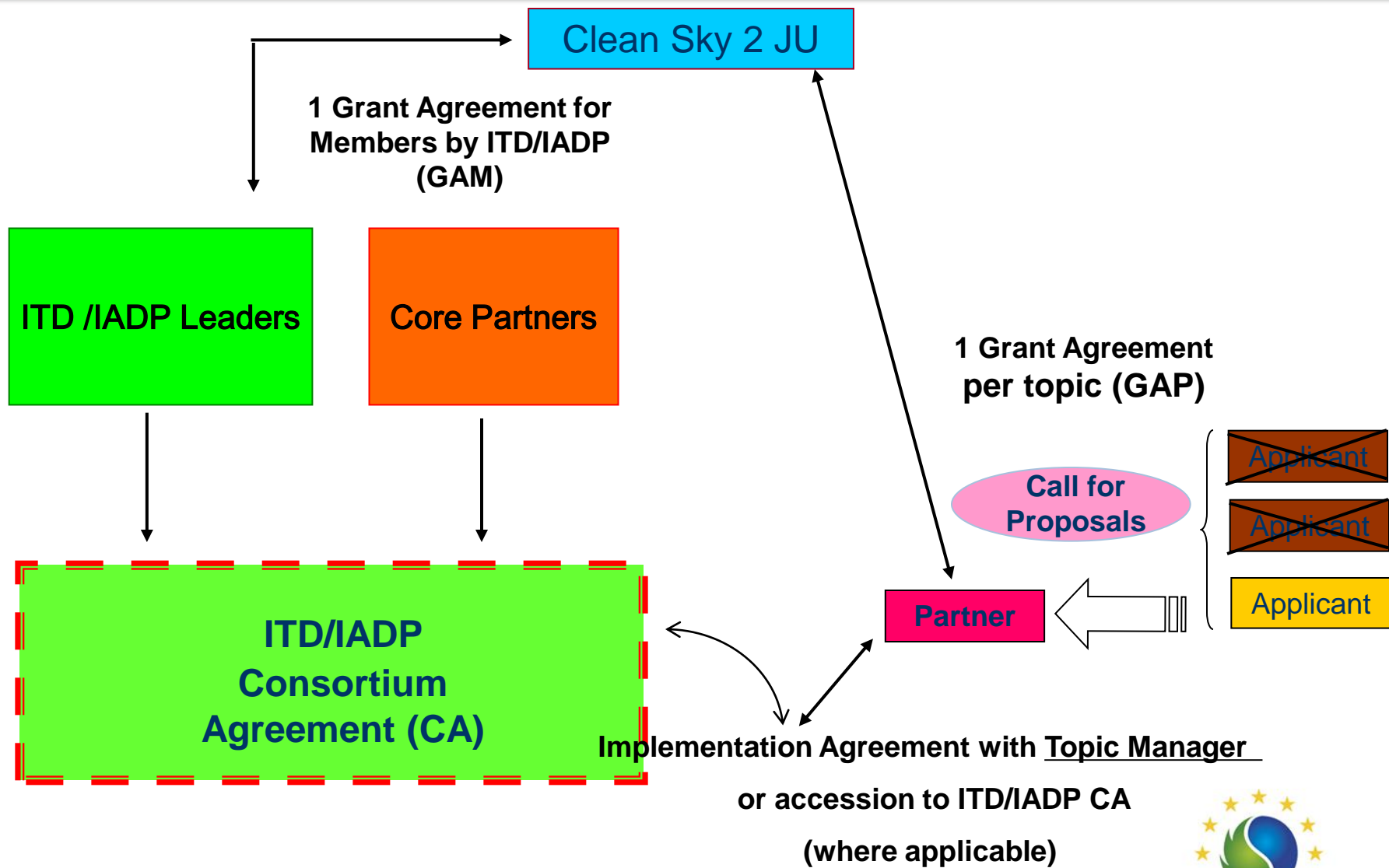
- CS2JU specificity
- Topics launched **inside** the complementary framework of one IADP/ITD/TA
- Directly linked to the action implemented by the Clean Sky 2 Members under grant agreements for members
- They contribute to the achievement of the results of specific ITD/IADP/TA.

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

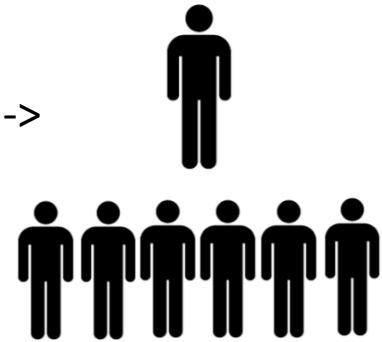


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a. Complementary topics: eligibility conditions

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 CfP11.

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



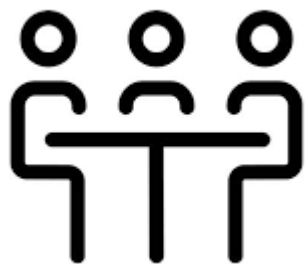
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Internal arrangements between beneficiaries: Consortium Agreement

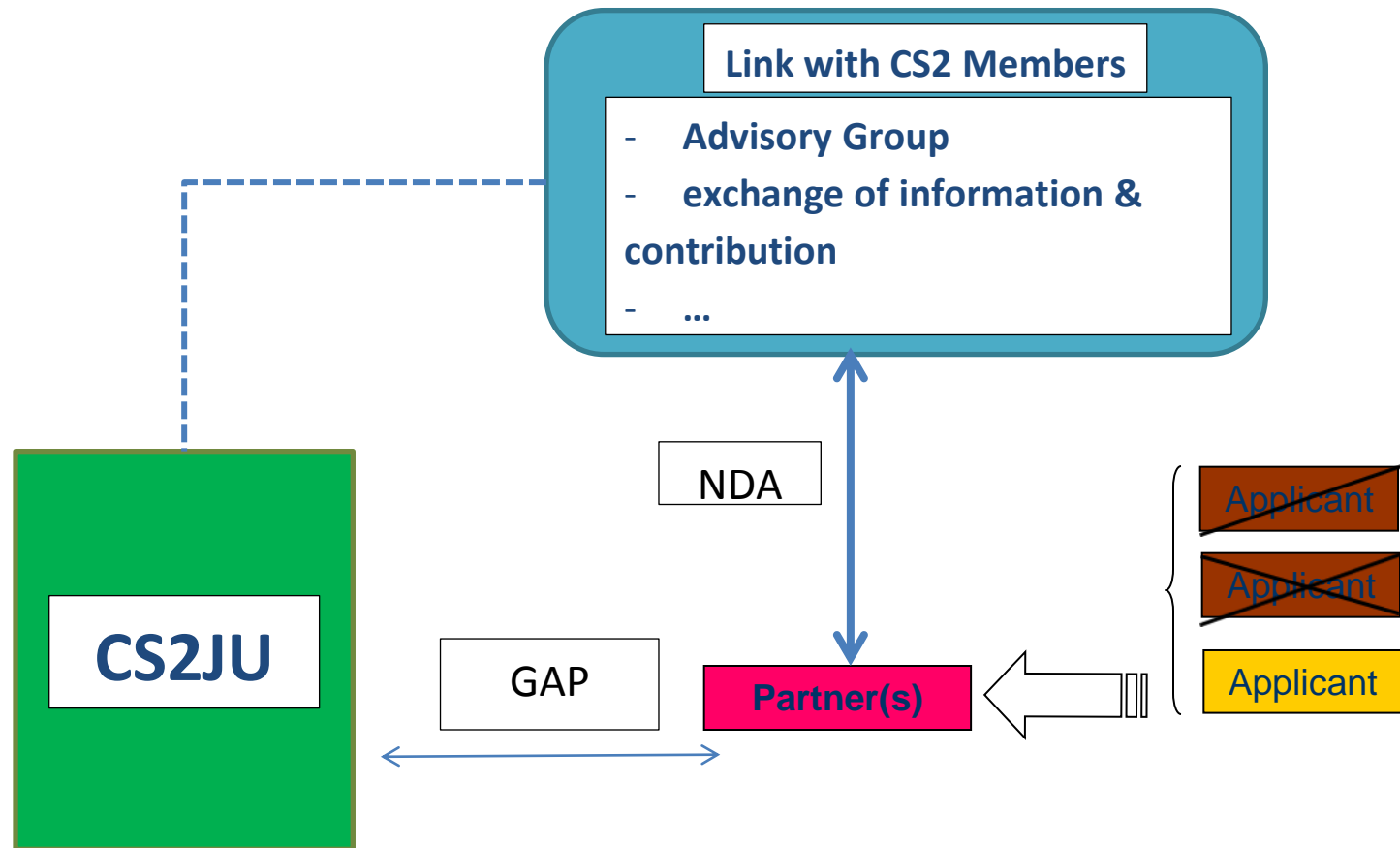
An internal **Consortium Agreement** is **mandatory** under Article 41.3 of the **multi-beneficiary GAP**

- 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



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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 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 – **Complementary Topics: 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 complementary Topics, Mandatory for Thematic Topics**



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

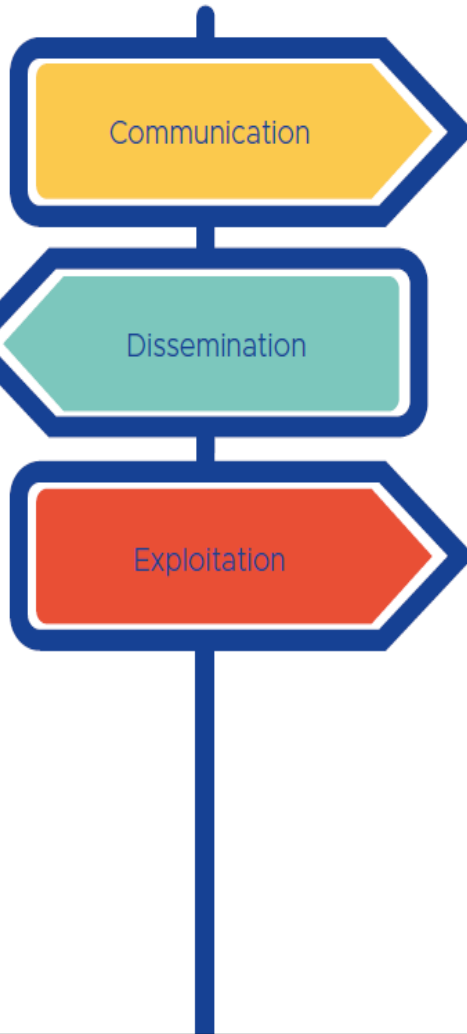
- Communication, Dissemination, Exploitation
- Open Access

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Why they are so important?

- Increase the visibility of your research, enhance your reputation and help your efforts gain understanding and support (also financially)
- Sharpen your profile within the scientific community and attract talented scientists/students
- Tap into additional funding sources by explaining how your project successfully tackles current issues and challenges
- Discover novel approaches and solutions by promoting the exchange of knowledge on all levels
- Attract potential users of the project results
- Help strengthen the research and innovation landscape in Europe
- Spread knowledge and allow that knowledge to be built upon

H2020 - Communication, Dissemination, Exploitation

Some contractual Obligations related to communication and D&E

(formally outlined in different Horizon 2020 documents)



Communication

- Promote the action and its results (**Article 38 of the Model Grant Agreement**)

Dissemination

- Disseminate results through appropriate (**Article 29 of the Model Grant Agreement**)

Exploitation

- Ensure open access to all peer-reviewed scientific (**Article 29 of the Model Grant Agreement**)
- Take measures aiming to ensure 'exploitation' of the results **up to four years after the end of the project** (**Article 28 of the Model Grant Agreement**)
- Acknowledge EU funding in all communication, dissemination and exploitation activities (including IPR protection and standards) (**Articles 27, 28, 29, 38**).

Reminder from Clean Sky 2

Standard Topics

- Effective plans for D&E
- Publication of **at least two papers** (where possible, peer reviewed papers) for project
- Patents where possible

Thematic Topics

- Effective plans for D&E
- **Publication of at least four peer reviewed papers** for project
- Patents where possible

Do not forget to plan the costs for D&E activities

D&E plan in the proposal is an obligation

- ✓ The plan for Dissemination and Exploitation is an [admissibility condition](#) for Horizon 2020 proposals
 - ✓ unless the Work Programme* topic explicitly states otherwise!
- ✓ Each proposal should present a dissemination and exploitation plan which:
 - ✓ Is proportionate to the scale of the project
 - ✓ Contains D&E measures to be implemented both during and after the end of the project, which help to achieve the expected impact of the project
- ✓ Each proposal must present a Deliverable for a detailed D&E plan @ month 6 and CS2 requires that is a public deliverable (the Exploitation plan could be confidential but in this case 2 distinct documents needs to be planned)

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Open Access

Open access (OA) refers to the practice of providing online access to scientific information that is 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).****

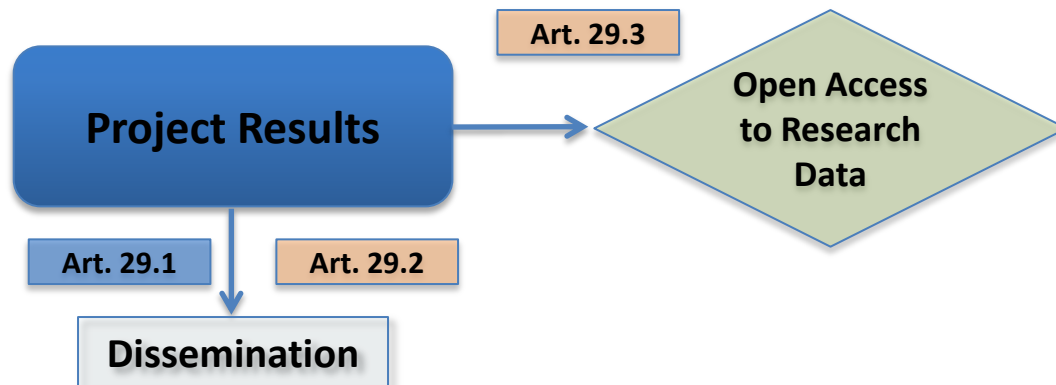
* Under these definitions, 'access' includes not only basic elements - the right to read, download and print – but also the right to copy, distribute, search, link, crawl and mine.

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

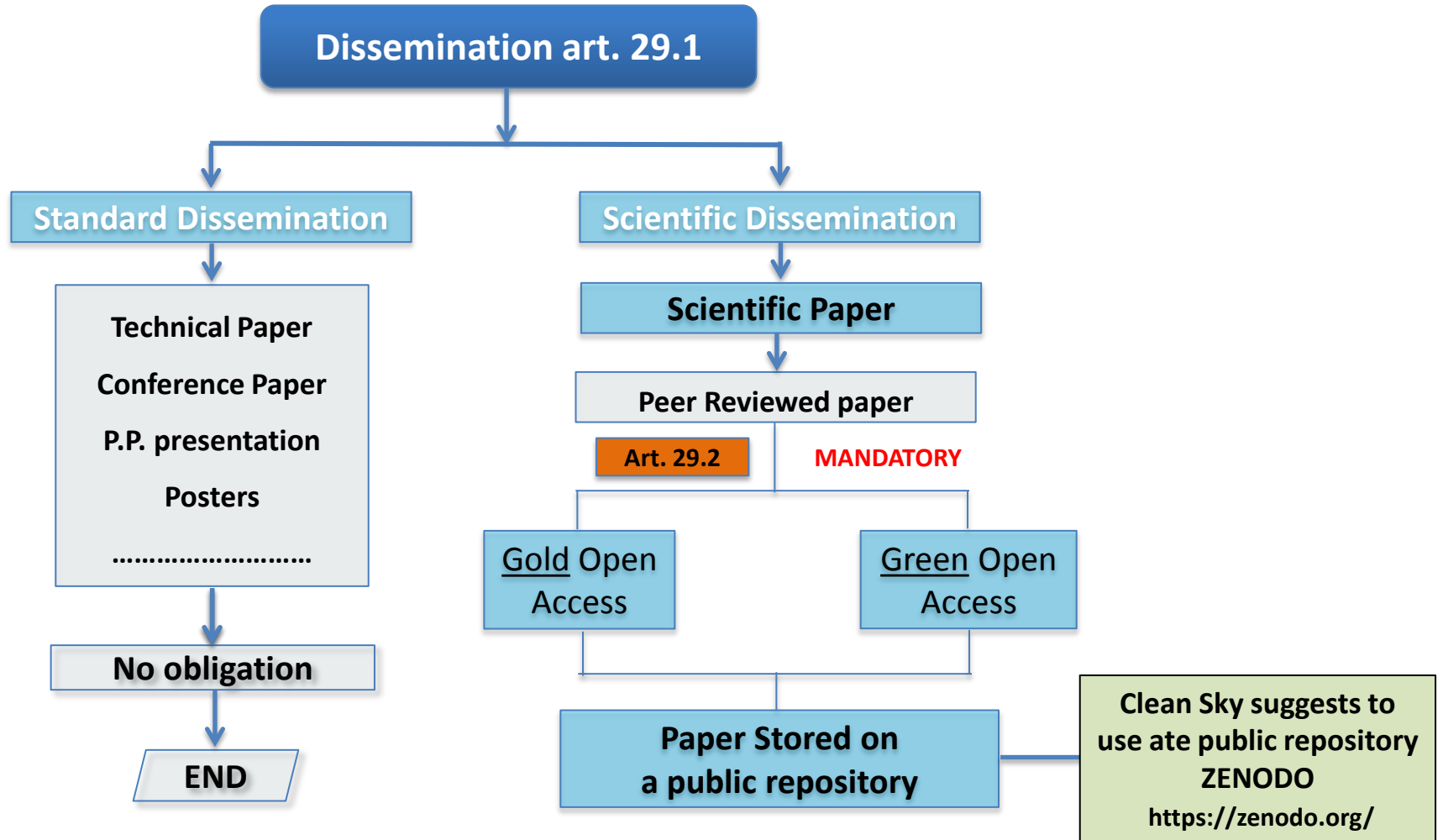
Open Access Policy

Open Access art. 29

- D&E Plan → art. 29.1 (mandatory and issued at month 6)
- Dissemination art. 29.2
- Open Data art. 29.3 - **Opt-in/Opt-out**
 - ✓ If you wish to **opt out**
 - you need to Justify this choice
 - You need of the Project Officer Support



Open Access – D&E - Scientific Information



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Open Access to Research Data

Open Access vs Dissemination

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



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.

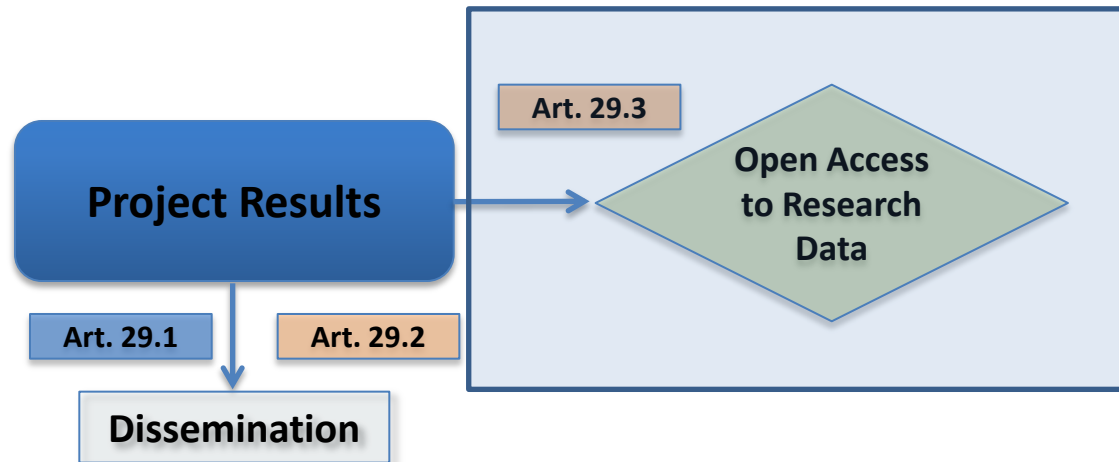


The author archives (deposits) the published paper or the final peer-reviewed manuscript in an online repository before, at the same time as, or after publication (depending from the existence of an embargo period).

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

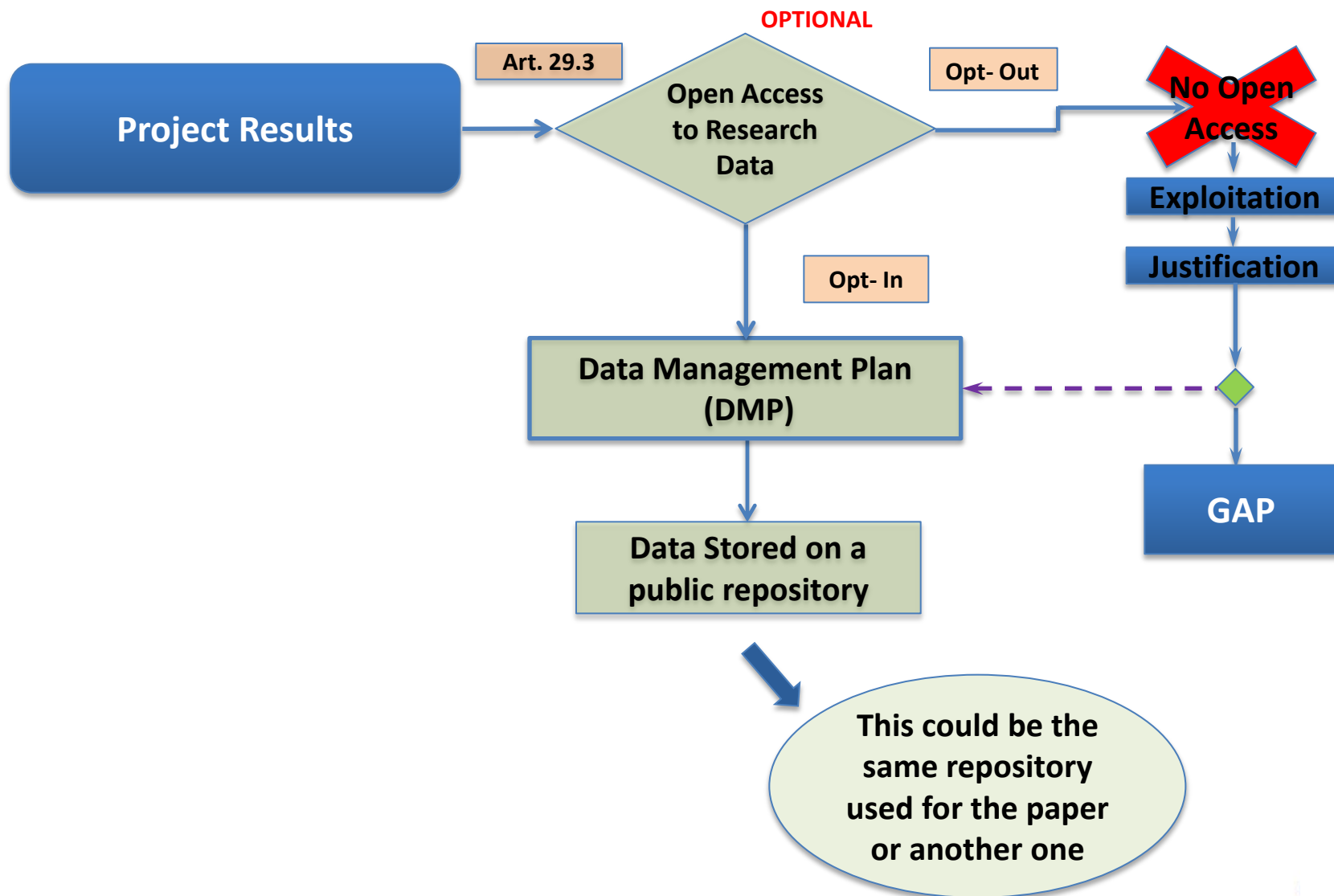
Open Access to Research Data

OPEN ACCESS concerns Dissemination and Access to the results. Clean Sky 2 is under the programme H2020, so art. 29.3 must be applied.



Some details about Open Access

Open Access to Research Data



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Open Access to Research Data (Art.29.3)

Recommendations

Please specify in the proposal your orientation about Open Access to research data



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

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- Eligibility of costs
- Financial viability check

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Eligibility of costs

While preparing the estimated costs needed for implementing the action, you should ensure that the costs are eligible under the terms of the grant agreement.

⇒ Please refer to the eligibility criteria in the Annotated Grant agreement –

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS

⇒ see link below

[Annotated Grant Agreement](#)

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 or change of coordinator to be envisaged



Insufficient financial capacity -> change of the coordinator required

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

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

Any questions?

Info-Call-CFP-2020-01@cleansky.eu

Last deadline to submit your questions:
13th March 2020, 17:00 (Brussels time)

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