



FCH 2 JU GRANT AGREEMENT

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<http://www.fch.europa.eu/>



LEGAL FRAMEWORK OF A H2020 PROJECT

1.
 - EU Financial Regulation
 - H2020 Rules for Participation
 - Applicable Work Plan

2. Grant Agreement (GA)

Governs the relation between the funding body and the beneficiaries

3. Consortium Agreement (CA)

Governs the relation between beneficiaries - Mandatory

STRUCTURE OF THE GA

H2020 Grant Agreement

Chapter 1: General

- Single article: subject of the agreement

Chapter 2: Action

- Action, duration and budget

Chapter 3: Grant

- Amount, reimbursement rates, eligible costs

Chapter 4: Rights and obligations

- To implement the action: resources, in-kind contributions, subcontracts
- Grant administration: reporting, payments, audits
- Background and results: access rights, protection of results, exploitation, dissemination
- Others: gender equality, ethics, confidentiality

Chapter 5: Division of roles

- Roles and responsibilities, internal arrangements

Chapter 6: Rejection, reduction, penalties, termination, etc

- Rejection, reduction, recovery and penalties
- Suspension and termination of the action

Chapter 7: Final provisions

- Accession, entry into force, amendments, applicable law

GRANT AGREEMENT ANNEXES



Annex 1: Description of the Action

Annex 2: Estimated Budget

Annex 3: Accession Forms, 3a, 3b (*)

Annex 4: Financial Statements

Annex 5: Certificate on the Financial Statements

Annex 6: Certificate on the Methodology

Annex 3a - Joint and several liability
Annex 3b –Administrative Arrangement

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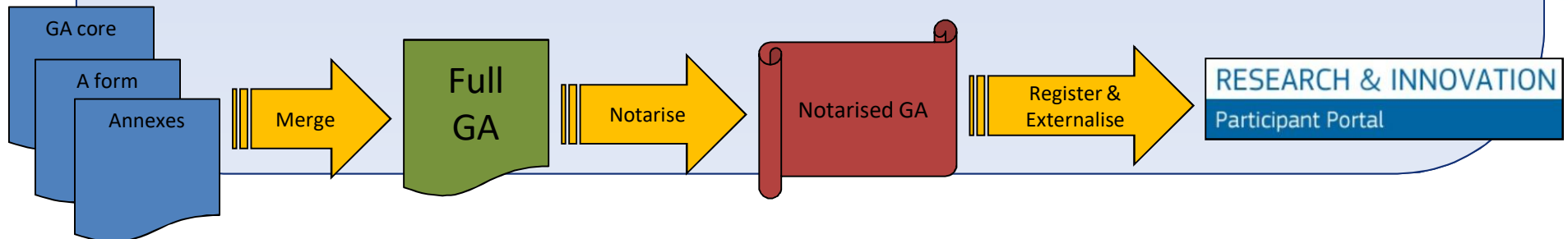
GRANT AGREEMENT SIGNATURE

Electronic signature (no more paper)

- Of the Grant Agreement & of Accession Forms
- Of the Amendments
- Financial Statements and Technical reports

Communication between the FCH 2 JU and the Beneficiaries

- Through the Participant Portal and via Compass
- Electronic-only submission of Reports



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OVERVIEW



GRANT AGREEMENT
No. [...]



Grant Agreement
DATA SHEET

- I. List of beneficiaries and third parties**
- II. Duration and start date**
- III. Reporting periods**
- IV. Reimbursement rates**
- V. Estimated eligible costs**
- VI. Receipts**
- VII. Reporting: periodic and final**
- VIII. Payments: pre-financing, interim and final**
- IX. IP & Results**
- X. Additional Activities of non-members**

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I. BENEFICIARIES & THIRD PARTIES

The beneficiaries must have the appropriate resources to implement the action
(ARTICLE 23.3 Rules for Participation)

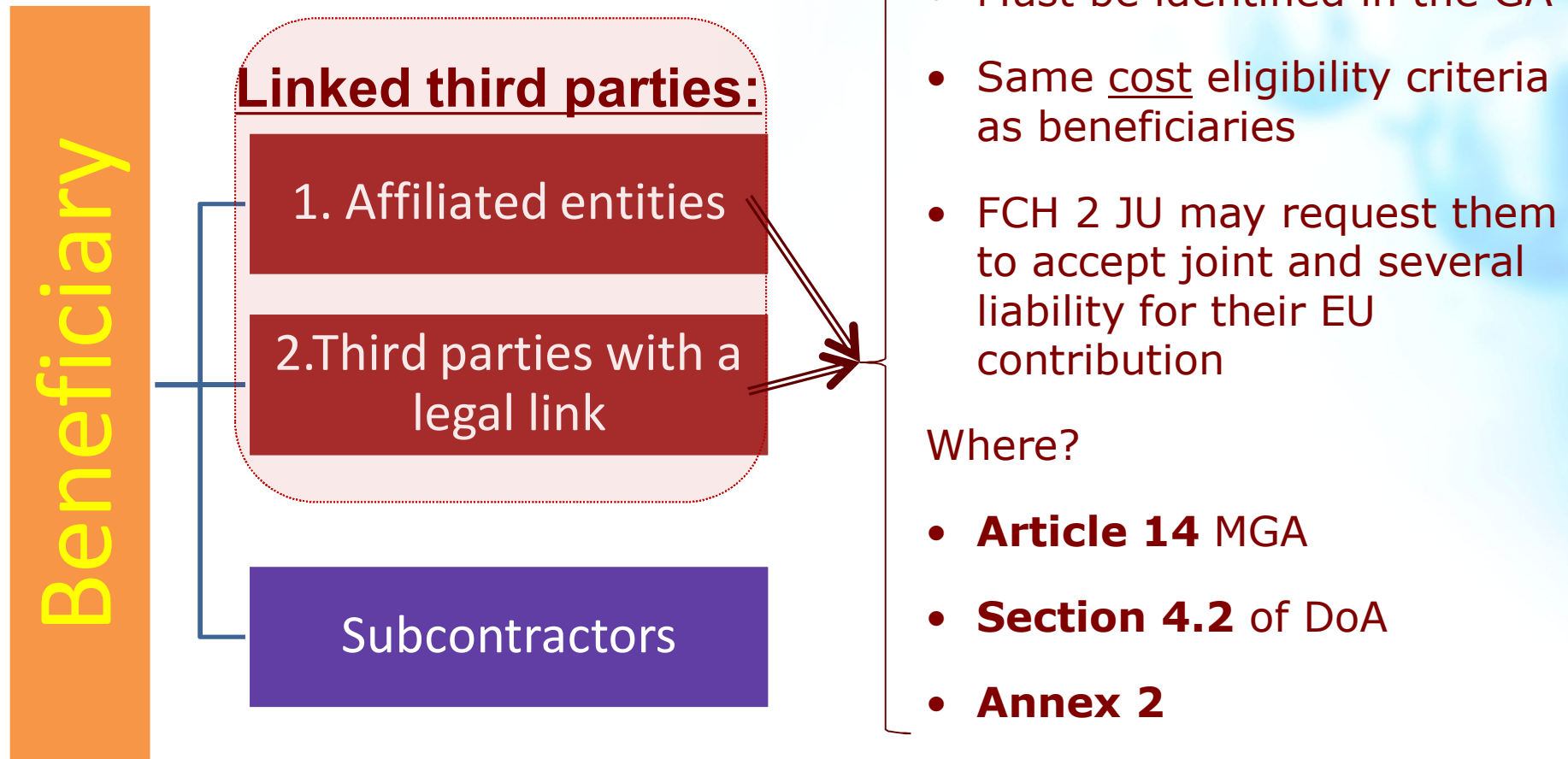
If it is necessary to implement the action, they may however:

- **Purchase** goods, works and services
- Use **subcontracting** to implement action
- Call upon “**linked Third Parties**” to implement action tasks
- Use **in-kind contributions** (resources) provided by third parties against payment or free of charge



In accordance with the condition of the grant agreement

I.1. LINKED THIRD PARTIES



Under the direct or indirect control of the beneficiary; OR
Under the same direct or indirect control as the
beneficiary; OR Directly or indirectly controlling the
beneficiary

A legally established relationship **not** specifically
created for the Grant Agreement.

I.1. LINKED THIRD PARTIES IN PRACTICE

Where to insert the requested information?

1. In **section 4.2** of the Annex 1 – DoA , you must identify for each beneficiary:

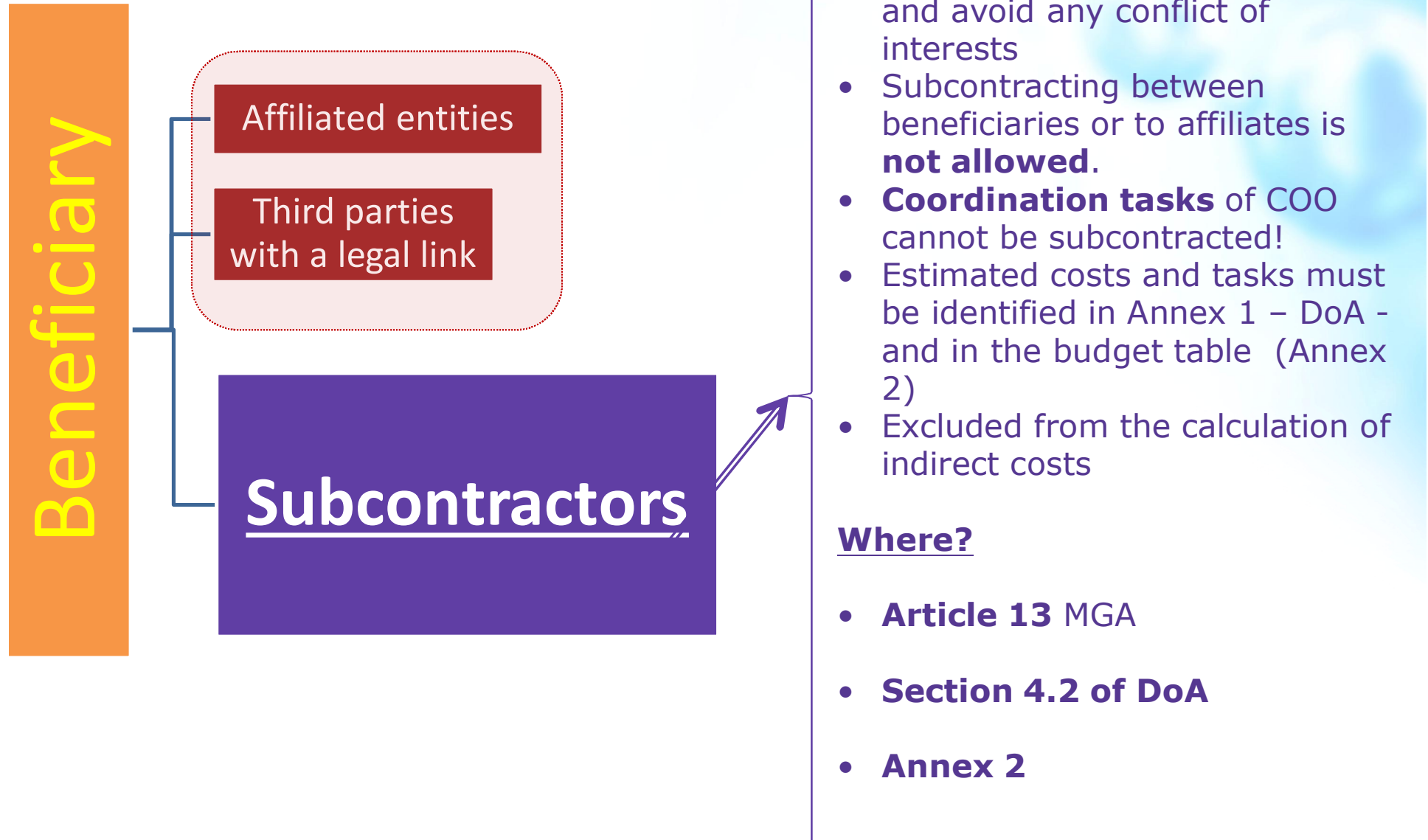
- the **name** of the linked third party
- all **tasks** to be undertaken by it
- its estimated **budget** - separate from beneficiary

How? = in the same manner as for a beneficiary.

2. The estimated costs must be identified in **Annex 2** (Budget Overview) to the GA as well.

➡ Separate detailed “Instructions” have been provided

I.2. SUBCONTRACTORS



I.2. SUBCONTRACTING: CHARACTERISTICS

- Based on **business conditions** (includes profit)
- No hierarchical subordination, no direct supervision
- Responsibilities **lie with the beneficiary**
- No rights and obligations vs. the FCH 2 JU or the other beneficiaries – only towards the beneficiary subcontracting
- BUT the beneficiary must ensure that its subcontractors **can be audited** by the Commission/Agency, OLAF and the ECA
- Beneficiaries that are 'contracting authorities' must comply with applicable national law on **public procurement**
- E.g.: Testing described in Annex 1 as action task

I.2. SUBCONTRACTS IN PRACTICE

➡ Where to insert the requested information?

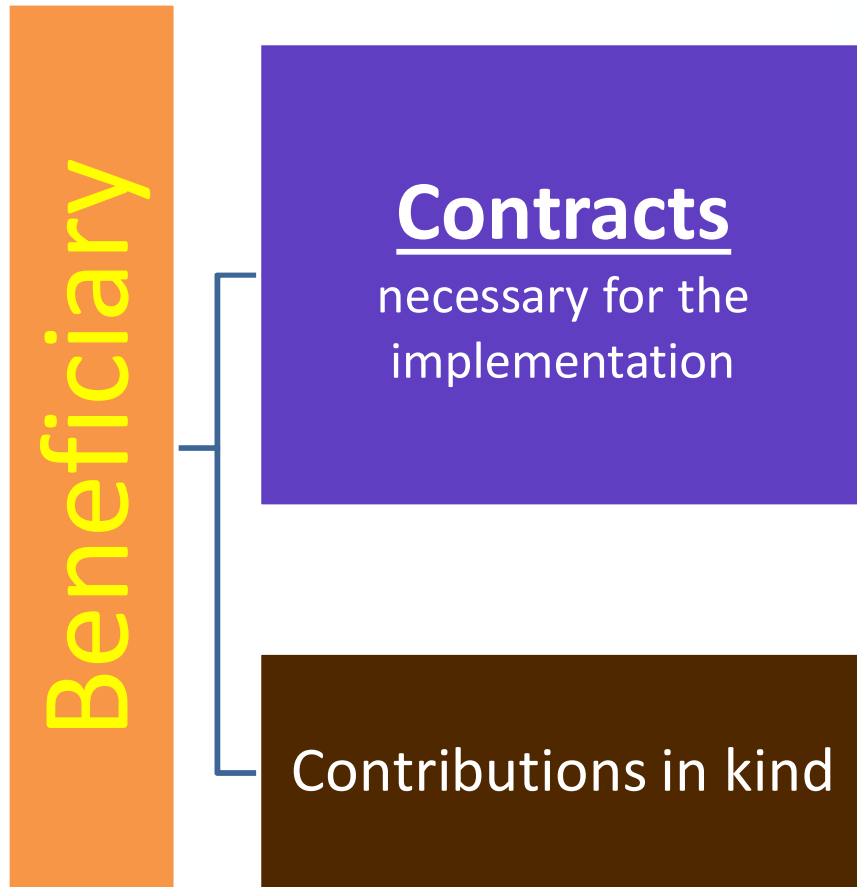
1. In **section 4.2** of the Annex 1 – DoA - you must identify for each beneficiary subcontracting:

- **Tasks** to be carried out by subcontractor
- Estimation of **cost** for each subcontract;
- Explain the **need** for subcontracting
- How will the subcontractor be **selected** (‘best value-for-money’ principle, and absence of conflict of interest)
- In case of existing framework contract or subcontracts, please indicate **name** of sub-contractor. **Same eligibility** conditions!

2. The estimated costs must be identified in **Annex 2**(Budget Overview).

➡ Separate detailed “Instructions” have been provided

I.3. (PURCHASE) CONTRACTS



NB: A contractor does not carry out a task, but provides what is necessary for it

- For the purchase of goods, works or services (limited in costs and scope)
- Ensure **best value for money** and avoid any conflict of interests
 - Depreciation and percentage of use
- Framework contracts insufficient as basis
- Contracts between beneficiaries: not allowed as against RfP – the beneficiary who provides the goods/ services should charge the costs of providing, not the price
- Contracts with affiliates: if BVFM
- Generate 25% indirect costs

Where?

- **Article 10** MGA
- **Section 3.4** of Annex 1
- **Annex 2** – «Other Direct Costs»

I.3. CONTRACTING: CHARACTERISTICS

Remember: Contracts do not cover the implementation of action tasks; they are necessary for the implementation of action tasks by beneficiaries.

Examples of contracts:

- Contract for purchasing a computer (purchase of goods)
- Contract for an audit certificate on the financial statements (purchase of service)
- Contract for translation of documents (purchase of service)
- Contract for an IPR consultant (purchase of service)
- Contracts for dissemination – costs of open access (purchase of service)
- Contracts for purchasing consumable/ supplies (purchase of goods)
- Contracts for logistic support (organisation of the rooms; catering) - (purchase of service)
- **Setting up a website, if not specifically identified in Annex 1 as a task in the project**

I.3. CONTRACTS IN PRACTICE

➡ Where to insert the requested information?

1. In **section 3.4** of the Annex I – DoA, specify for each beneficiary the following:

- **Object** of the purchase
- Estimation of **cost**
- How the supplier will be **selected** (‘best value-for-money’ principle; absence of conflict of interest)
- If asset in your accounts: how you will depreciate it (only the depreciation will be considered as your costs for the project).

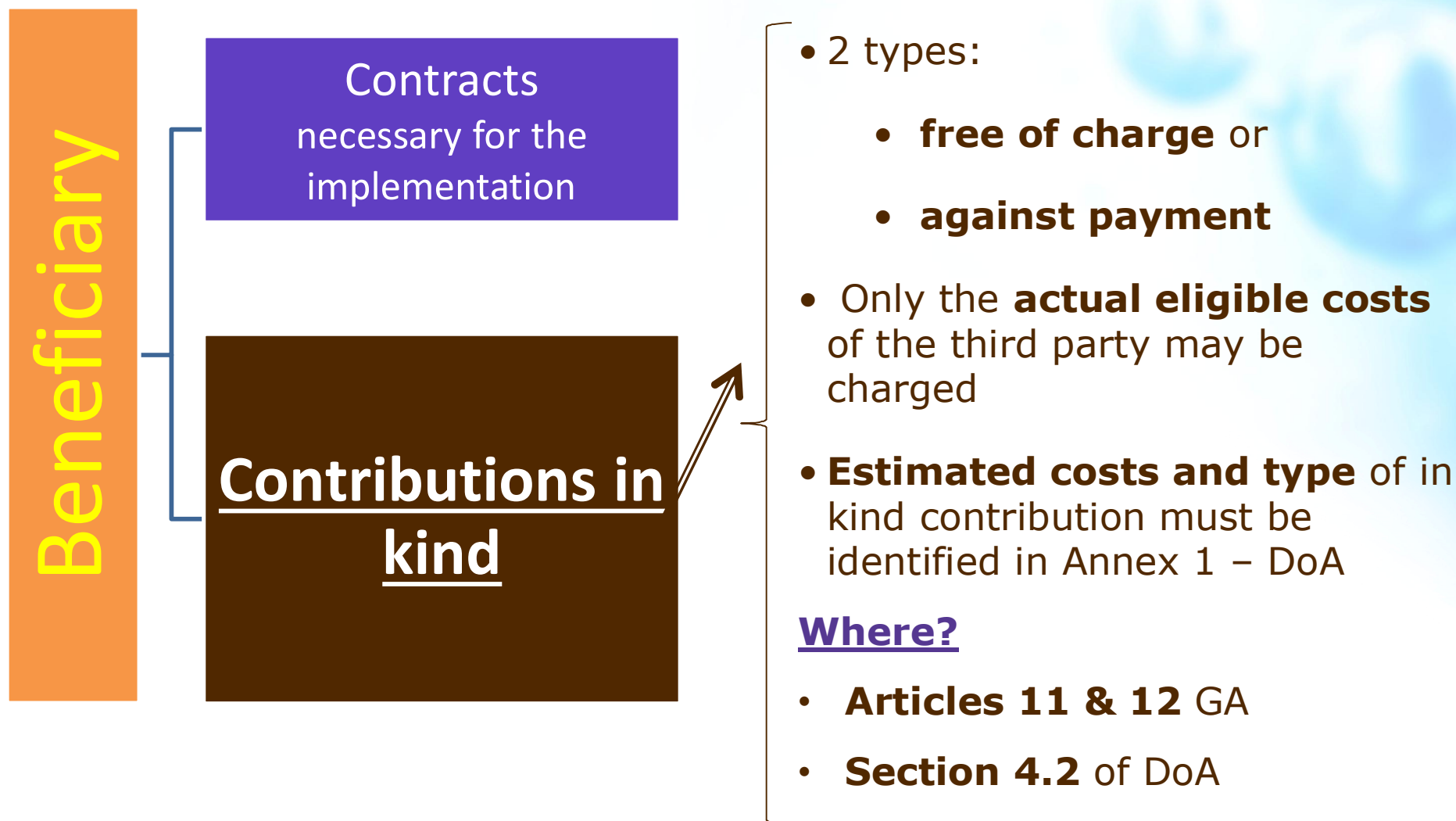
2. The estimated costs must be included in **Annex 2**

➡ Separate detailed “Instructions” have been provided

I. CONTRACTORS AND SUBCONTRACTORS: HOW TO DIFFERENTIATE?

| Article 10 <i><u>Contracts to purchase goods, works or services</u></i> | Article 13 <i><u>Subcontracts</u></i> |
|--|---|
| These contracts do not cover the implementation of action tasks , but they are necessary to implement action tasks by beneficiaries. | Subcontracts cover the implementation of action tasks ; they imply the implementation of specific tasks which are part of the action and are described in Annex 1. |
| The price for these contracts will be declared as ‘other direct costs’ — column D in Annex 2 — in the financial statement; they will be taken into account for the application of the flat-rate for indirect costs. | The price for the subcontracts will be declared as ‘direct costs of subcontracting’ — column B in Annex 2 — in the financial statement; they will not be taken into account for the application of the flat-rate for indirect costs. |

I.4. IN KIND CONTRIBUTORS



I.4. IN KIND CONTRIBUTORS IN PRACTICE

➡ Where to insert the requested information?

1. In **section 4.2** of the Annex I – DoA - specify for each beneficiary the following:

- Subject of the in-kind contribution
- Identity of the third party that will contribute in-kind
- Estimation of the costs budgeted for the in-kind contribution and type of contribution (personnel, use of lab etc).
- Whether the beneficiary will reimburse (partially or completely) the third party

2. The **estimated costs** must be identified in Annex II (Budget Overview) in the corresponding budget column + additional information column.

➡ Separate Instructions have been provided

II. DURATION AND START DATE

Duration:

in months, established in Article 3 GA

Start Date:

established in Article 3 GA, usually the first day of a month

⇒ **By default:** the month following the entry into force

⇒ **Only if justified:** fixed date

↳ General rule: later than the date of entry into force (signature)

↳ Exceptionally: between the date of the submission of grant application and the entry into force

III. REPORTING PERIODS

- The action is divided into reporting periods (Article 20.2)
- As a general rule, reporting periods last max.18 months.
- The number of reporting periods depends on the action duration
- Example:

| Duration in months | Max. number of periods |
|--------------------|------------------------|
| 1 to 18 | 1 |
| 19 to 36 | 2 |
| 37 to 54 | 3 |
| 55 to 72 | 4 |
| 73 to 90 | 5 |

IV. REIMBURSEMENT RATES



**One project = One
rate**
for research actions

- ☑ The same for all beneficiaries and activities in the grant.
- ☑ Defined in the Work Plan:
 - Up to 100 % of the eligible costs for research actions;
 - Up to 70 % for innovation actions (exception for non-profit organisations - up to 100%).

Indirect costs



**Single model:
25 % Flat Rate**

V. ELIGIBLE COSTS

Actual costs

- Costs actually incurred, identifiable and verifiable, recorded in the accounts, etc.(article 6.1 MGA)

NEW: non-deductible VAT paid is also eligible

Unit costs

- A fixed amount per unit determined by the Commission.
Example: SME owners' unit cost
- For average personnel cost (based on the usual accounting practices)
- Article 6.1 (b)

Flat rate

- A percentage to be calculated on the eligible costs
Indirect costs = 25 % Direct costs

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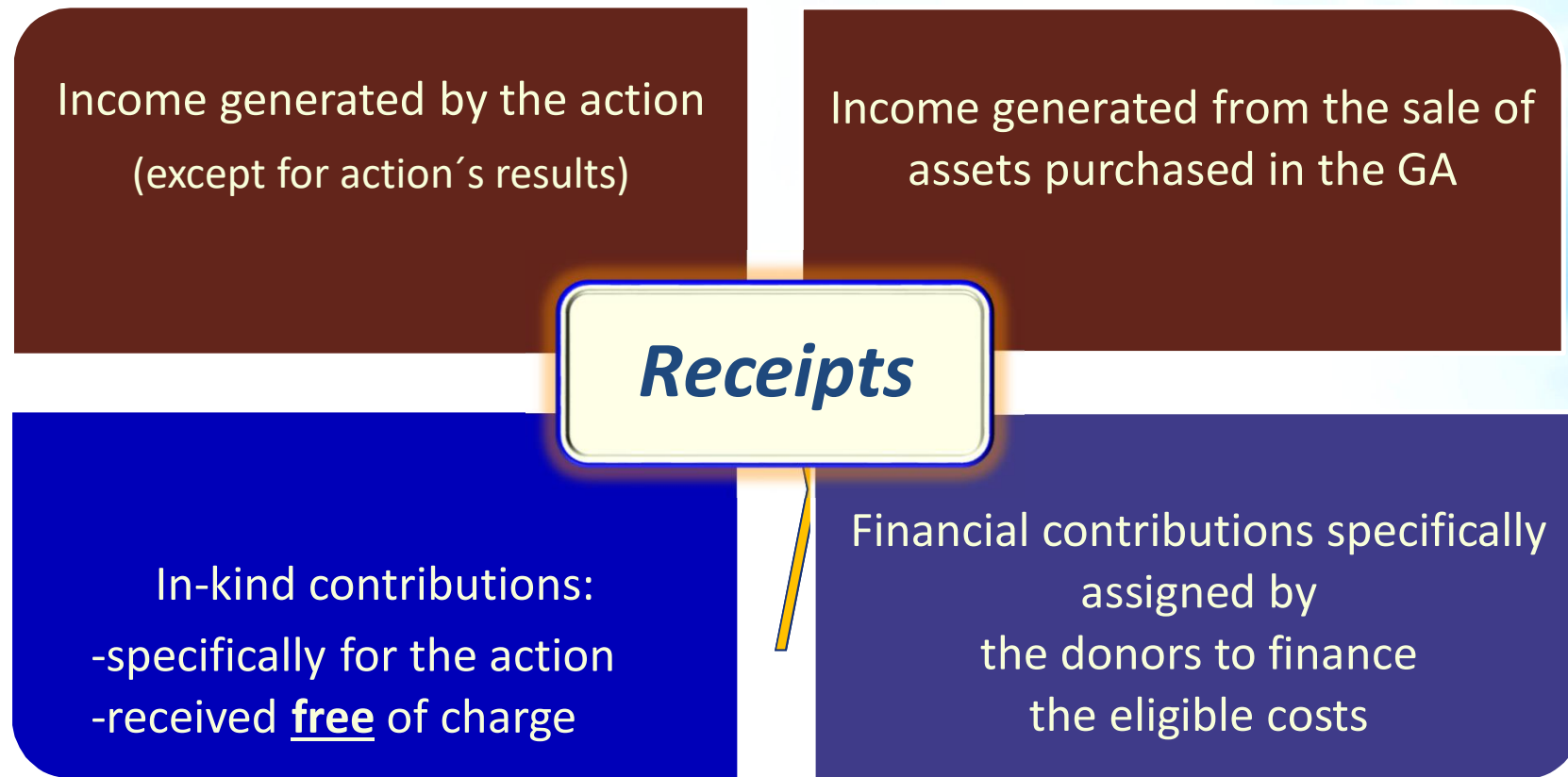
V. FORMS OF COSTS VS BUDGET CATEGORIES

| FORMS OF COSTS | BUDGET CATEGORIES | | | | |
|------------------------|--|----------------|-------|----------------|---|
| | DIRECT COSTS | | | INDIRECT COSTS | SPECIFIC CATEGORIES OF COSTS |
| | Personnel | Subcontracting | Other | | |
| Actual costs | ✓ | ✓ | ✓ | ✗ | ✗ |
| Unit costs | Yes for - Average personnel costs - SME owners & natural persons without a salary | ✗ | ✗ | ✗ | Yes if foreseen by Comm. Decision |
| Flat-rate costs | ✗ | ✗ | ✗ | ✓ | ✗ |

NOT
APPLICABLE

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VI. RECEIPTS (Article 5.3.3)



No-profit rule applied at project level, not per beneficiary!



Need to be mentioned:

- ✓ in the DoA – section 3.5
- ✓ in the final reporting

VII. PERIODIC REPORTS (Art 20)

Periodic report

⇒ To be submitted in max. **60 days after end of the reporting period**

Periodic Technical Report

- ✓ Explanation of the work and overview of progress
- ✓ Detail the exploitation and dissemination of results
- ✓ summary for publication
- ✓ questionnaire

Periodic Financial Report

- ✓ Explanation of use of the resources + subcontracting + in-kind contributions for each beneficiary
- ✓ Individual Financial Statement per beneficiary- NB: receipts must be included
- ✓ Periodic Summary Financial Statement

VII. FINAL REPORTS

Final report

⇒ To be submitted by coordinator 60 days after end of last reporting period

Final Technical Report

- ✓ overview of results and their exploitation & dissemination
 - ❖ To include: updated plan of additional activities performed
- ✓ summary for publication
- ✓ conclusions and socioeconomic impact

Final Financial Report

- ✓ Summary Financial Statement
- ✓ Certificate on Financial Statement (if needed)

VIII. PAYMENTS

| | Time-to-Pay | From |
|---|-------------|--|
| One Pre-financing (article 21.2 MGA) | 30 days | From: entry into force or 10 days before the starting date (whichever is the latest) |
| → Retention 5% of maximum grant for the Guarantee Fund → No standard amount – fixed for each GA → Max. 160% x (max. grant amount / number of periods) | | |
| Interim Payments | 90 days | From reception of periodic report |
| → Based on financial statements (EU contribution= eligible costs approved * reimbursement rate) → Limit = 90 % of the maximum grant (Retention 10%) REMARK : also 5% kept in Guarantee fund => De facto: in total 15% retention. | | |
| Payment of the Balance | 90 days | From reception of final reports |

IX. IP & RESULTS

1. OWNERSHIP

- **General rule:** each participant owns the results it generates.
- **Joint ownership:** only if results are jointly generated results and it is impossible to determine the respective share of the work or to separate them for protection **joint owners must reach an agreement,**
- **Rights of employees & third parties.**
- **Article 26 MGA**

2. PROTECTION

- **where appropriate (Article 27 MGA)**

3. EXPLOITATION

- **general best effort obligation to exploit (Article 28 MGA)**

4. Dissemination

- Obligation to disseminate results (Article 29 MGA)
- FCH 2 JU support: any dissemination (also patent applications) must **indicate EU funding** (for visibility and traceability reasons).

4.1 Open access

- **To scientific publications** (article 29.2)
- **To research data** (article 29.3)

5. Visibility of EU funding

- Obligation & right to use the **EU emblem** and the **JU logo**
- **standard text** to be included in application for protection of results and in any dissemination form, including electronic
- articles 27.3 & 29.4

6. Access rights to background / results

- articles 25 & 31

IX. OPEN ACCESS TO PUBLICATIONS

Open access to publications: (art 29.2 MGA)



- Obligation to provide open access to scientific **publications** through the deposit in a repository;
- The obligation extends to the **bibliographic metadata**.

Bibliographic metadata must include:

- The terms “Fuel Cells and Hydrogen 2 Joint Undertaking”, “European Union” and “Horizon 2020”
 - The name of the action, acronym and grant number
 - The publication date, and length of embargo period if applicable
 - A persistent identifier
- Support: www.openaire.eu

IX. OPEN ACCESS TO RESEARCH DATA

Open access to research data: (art 29.3 MGA)



OPEN RESEARCH
DATA
IN HORIZON 2020

- Participation is **the default**.
- Any costs related to the implementation of these provisions **are eligible**
- Why is it important?

Broader access to data helps to:

- **build on previous research results** (improved quality of results)
- **encourage collaboration and avoid duplication of effort** (greater efficiency)
- **speed up innovation** (faster progress to market means faster growth)
- **involve citizens and society** (improved transparency of the scientific process).

OPEN ACCESS to RESEARCH DATA

AS OPEN AS POSSIBLE, AS CLOSED AS NECESSARY

Grantees have the right to **opt-out**, but need to say **why**



IX. OPEN RESEARCH DATA

RESEARCH DATA - OPEN BY DEFAULT

Horizon 2020 grantees are required

take measures to ensure open access to the **data** underlying their scientific publications

provide open access to **any other research data** of their choice

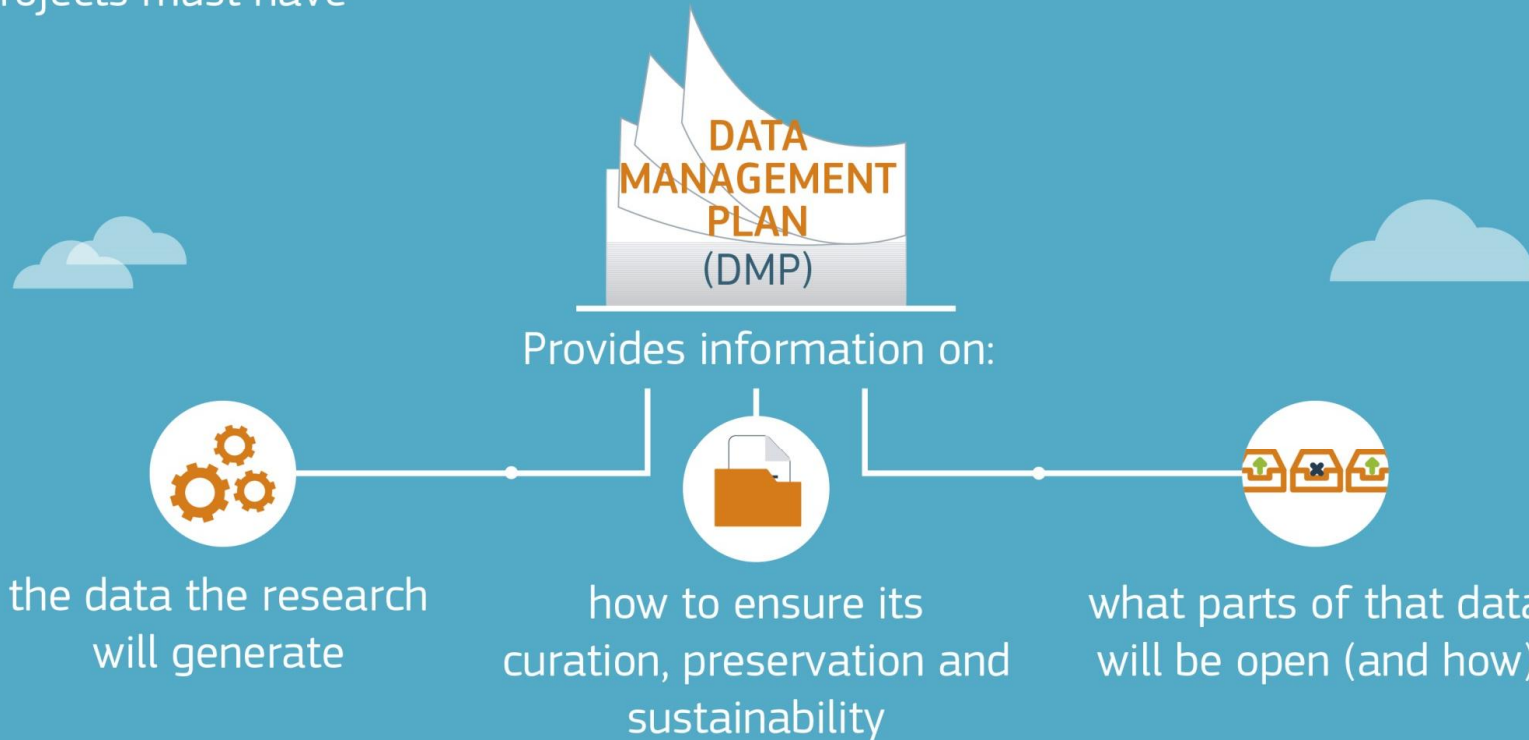
Horizon 2020 grantees are **encouraged** to also share datasets beyond publication



OPEN ACCESS TO RESEARCH DATA

RESEARCH DATA – OPEN BY DEFAULT

Projects must have



OPEN ACCESS TO RESEARCH DATA

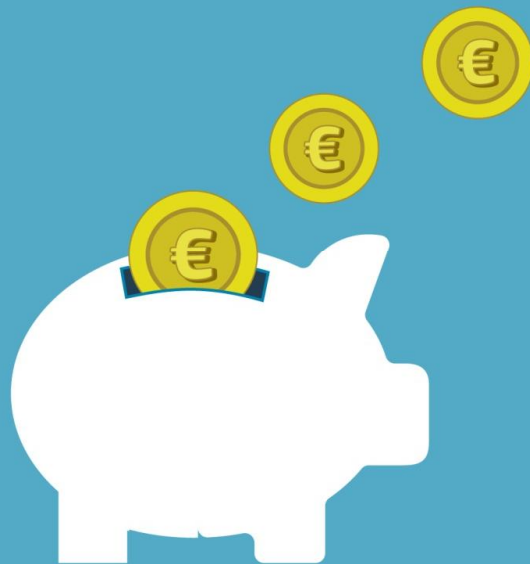
HOW IT WORKS



OPEN ACCESS TO RESEARCH DATA

RESEARCH DATA - OPEN BY DEFAULT

Data management costs are fully eligible for funding



No repository imposed:
deposit data where you want



IX. DATA MANAGEMENT PLAN

How to?

- a **template** & other information is available on the Participant Portal:
http://ec.europa.eu/research/participants/docs/h2020-funding-guide/cross-cutting-issues/open-access-dissemination_en.htm
- OpenAire offers guidance as well:
 - **How to create a DMPan:**
 - <https://www.openaire.eu/opendatapilot-dmp>
 - **What to deposit, when to deposit, where to deposit:**
 - <https://www.openaire.eu/h2020-oa-data-pilot>

 **DMP is a deliverable to be submitted within the first 6 months**

X. ADDITIONAL ACTIVITIES of NON-MEMBERS

- What?
 - additional investment in FCH technologies and related activities that are not included in the project activities, but undertaken outside its work plan, which are not funded by the JU.
- By whom?
 - non-members of Hydrogen Europe or Hydrogen Europe Research
- Why?
 - to capture the full picture of FCH developments and assess the investment from all legal entities that contribute to the objectives of FCH 2 JU
- Where?
 - In section 2.2.a) Plan for dissemination and exploitation of results - Annex 1, Part B

➡ Separate Instructions have been provided

Participant Portal

At: <http://ec.europa.eu/research/participants/portal/desktop/en/home.html>



Horizon 2020 Documents

http://ec.europa.eu/research/participants/portal/desktop/en/funding/reference_docs.html



Horizon 2020 On-line Manual

<http://ec.europa.eu/research/participants/portal/desktop/en/funding/guide.html#>



Annotated Grant Agreement

http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/amga/h2020-amga_en.pdf



THANK YOU
FOR
YOUR ATTENTION!

