



FUEL CELLS AND HYDROGEN
JOINT UNDERTAKING

FCH 2 JU

Grant Agreement

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LEGAL FRAMEWORK OF A H2020 PROJECT



EU Financial Regulation

1. 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 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 (*)

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Annex 4: Financial Statements

Annex 5: Certificate on the Financial Statements

Annex 6: Certificate on the Methodology



Grant Agreement
DATA SHEET

- ❖ List of beneficiaries and third parties
 - ❖ Duration and start date
 - ❖ Reporting periods
 - ❖ Reimbursement rates
 - ❖ Estimated eligible costs
 - ❖ Receipts
 - ❖ Reporting: periodic and final
- ❖ Payments: pre-financing, interim and final
 - ❖ IP & Results
- ❖ Additional Activities of non-members

BENEFICIARIES AND THIRD PARTIES



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

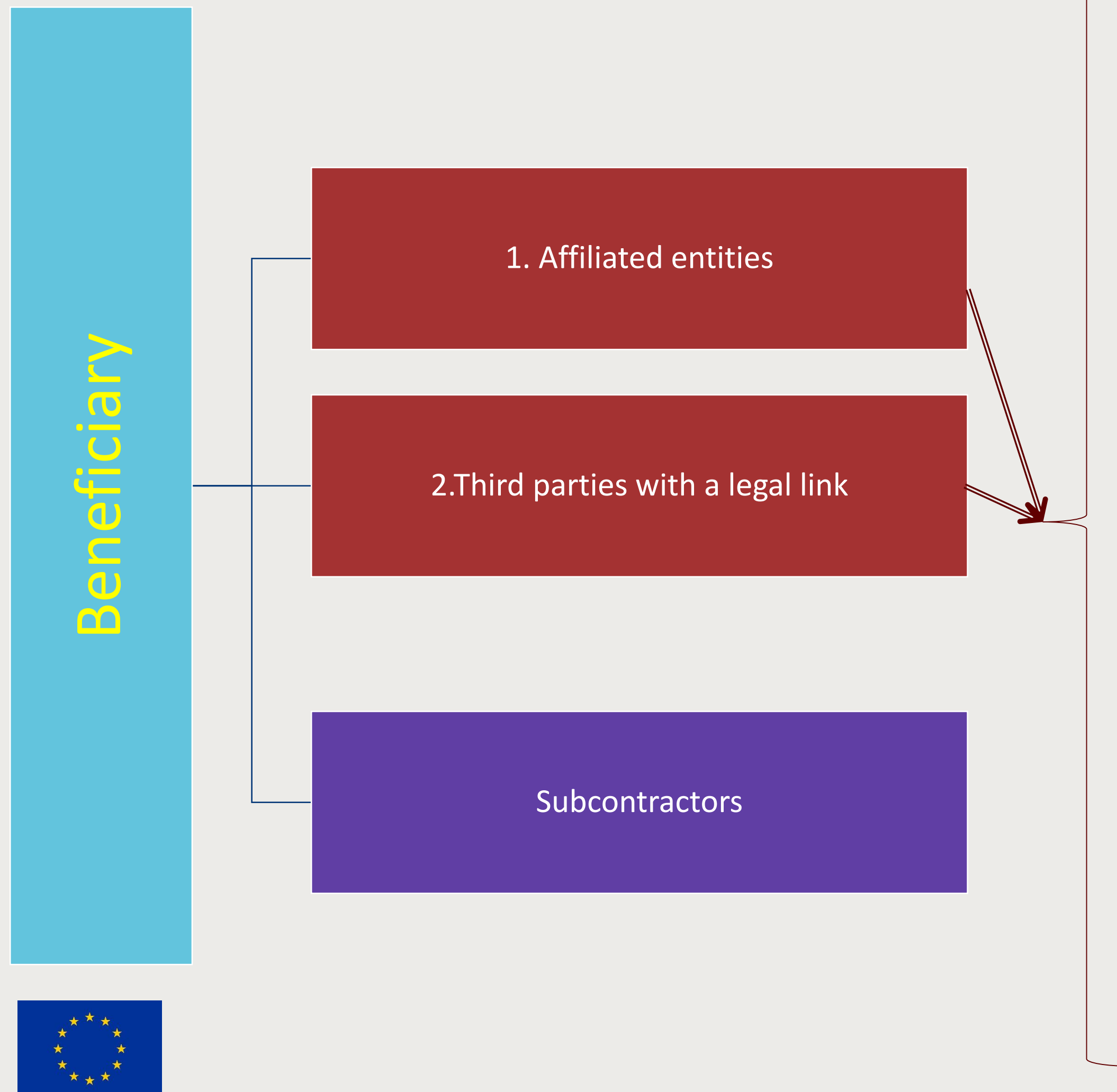
If it is necessary to implement the action, they may however:

- **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



- ❖ Must be identified in the GA
- ❖ Same cost eligibility criteria as beneficiaries
- ❖ FCH 2 JU may request them to accept joint and several liability for their EU contribution
- ❖ Where?
 - Article 14 GA
 - Section 4.2 of DoA
 - Annex 2

Where to insert the requested information?

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

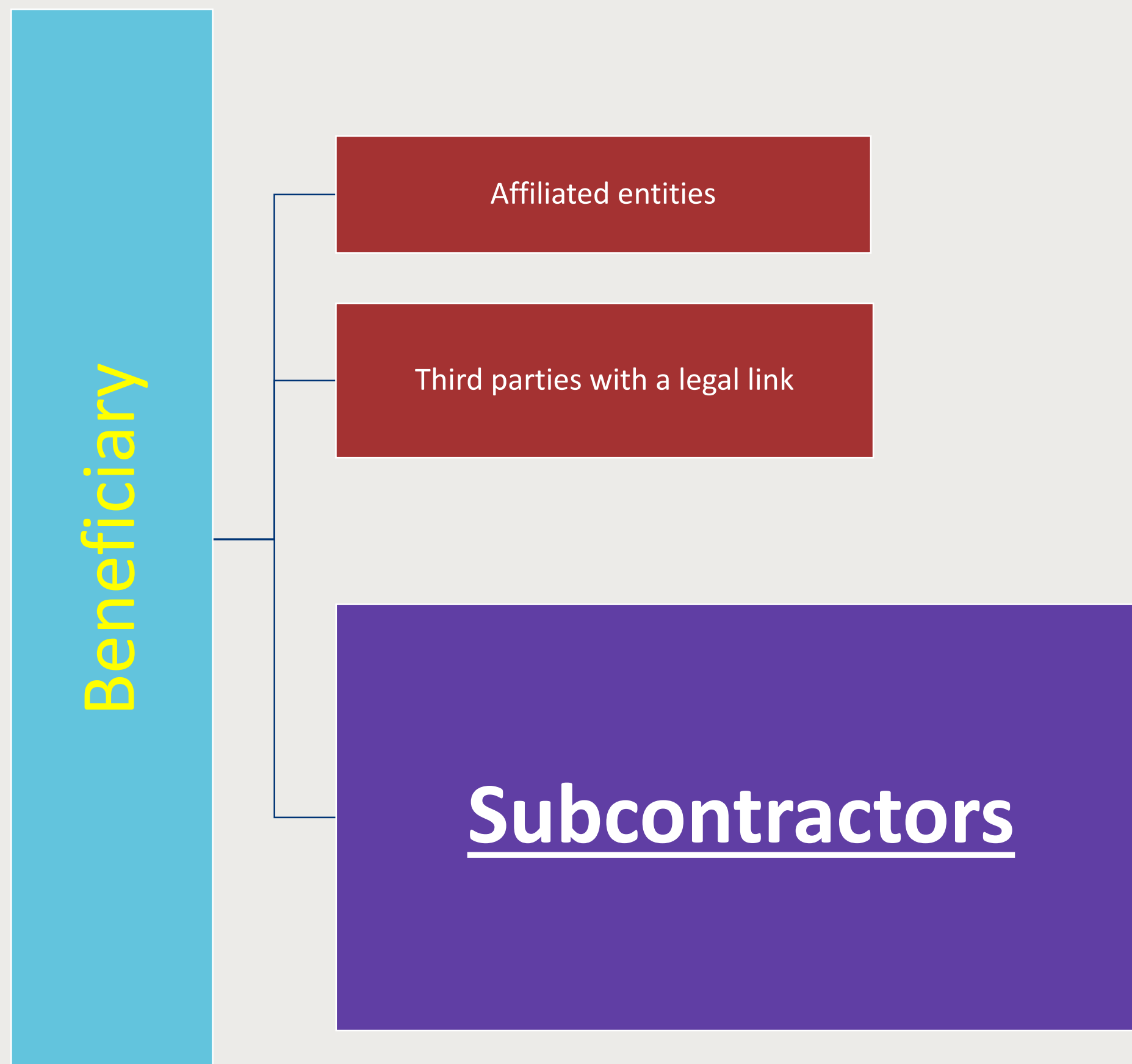
- the name of the linked third party
- all tasks to be undertaken by it
- its estimated budget – separate from beneficiary

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

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

→ Separate detailed “Instructions” have been provided





- ❖ Ensure **best value for money** and avoid any conflict of interests
- ❖ Subcontracting between beneficiaries or to affiliates is not allowed.
- ❖ Coordination tasks of COO cannot be subcontracted!
- ❖ Estimated costs and tasks must be identified in **Annex 1 – DoA** - and in the budget table (Annex 2)
- ❖ Excluded from the calculation of indirect costs
- ❖ Where?
 - Article 13 MGA
 - Section 4.2 of DoA
 - Annex 2

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



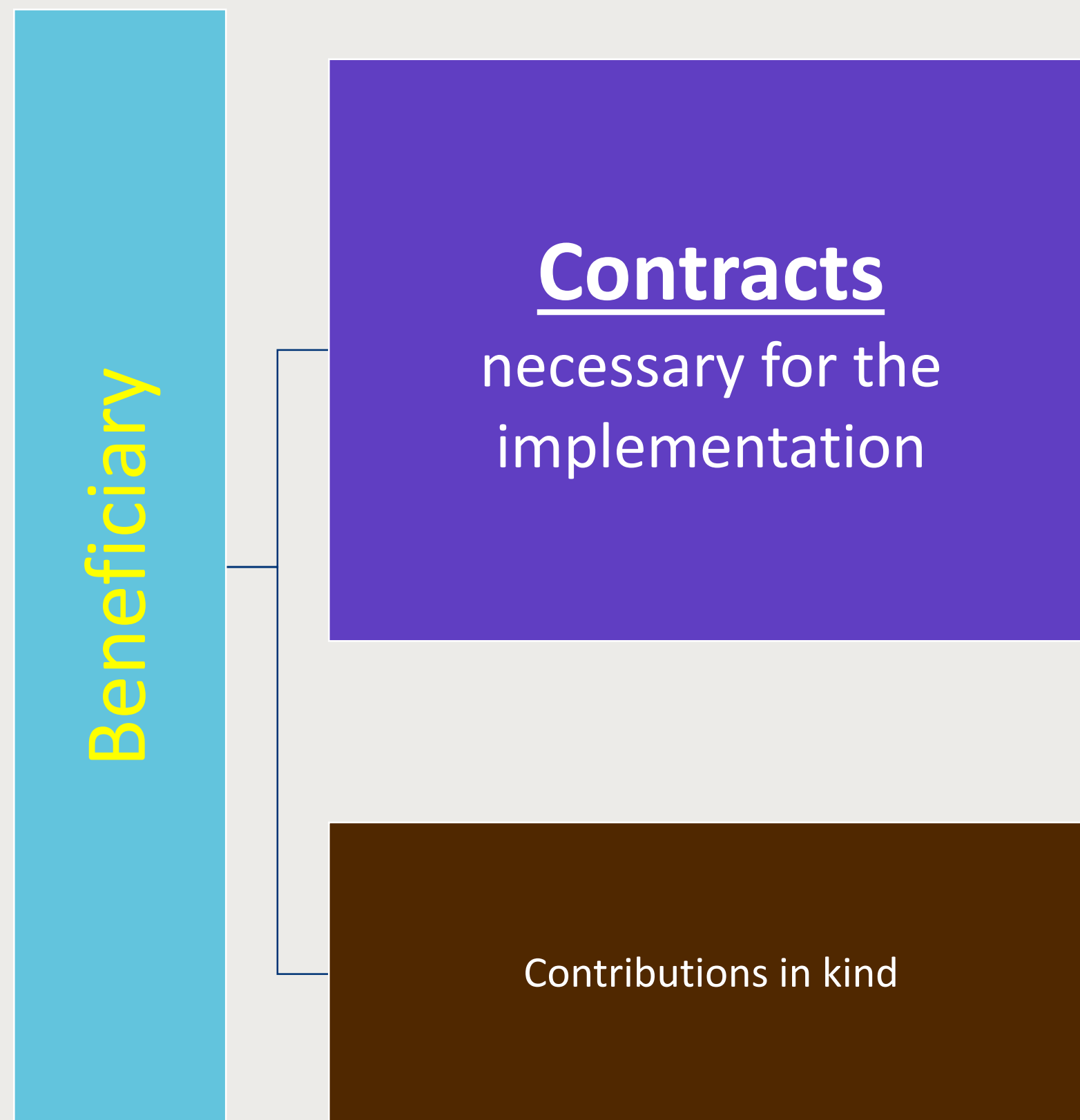
Where to insert the requested information?

1. In section 4.2 of the Annex 1 – DoA - you must identify for each beneficiary subcontracting:
 1. **Tasks** to be carried out by subcontractor
 2. Estimation of **cost** for each subcontract;
 3. Explain the **need** for subcontracting
 4. How will the subcontractor be selected (***‘best value-for-money’*** principle, and absence of conflict of interest)
 5. In case of existing **framework** contract or subcontracts, please indicate name of subcontractor. **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



- ❖ 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: only if BVFM
- ❖ Generate 25% indirect costs

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



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

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)



Where to insert the requested information?

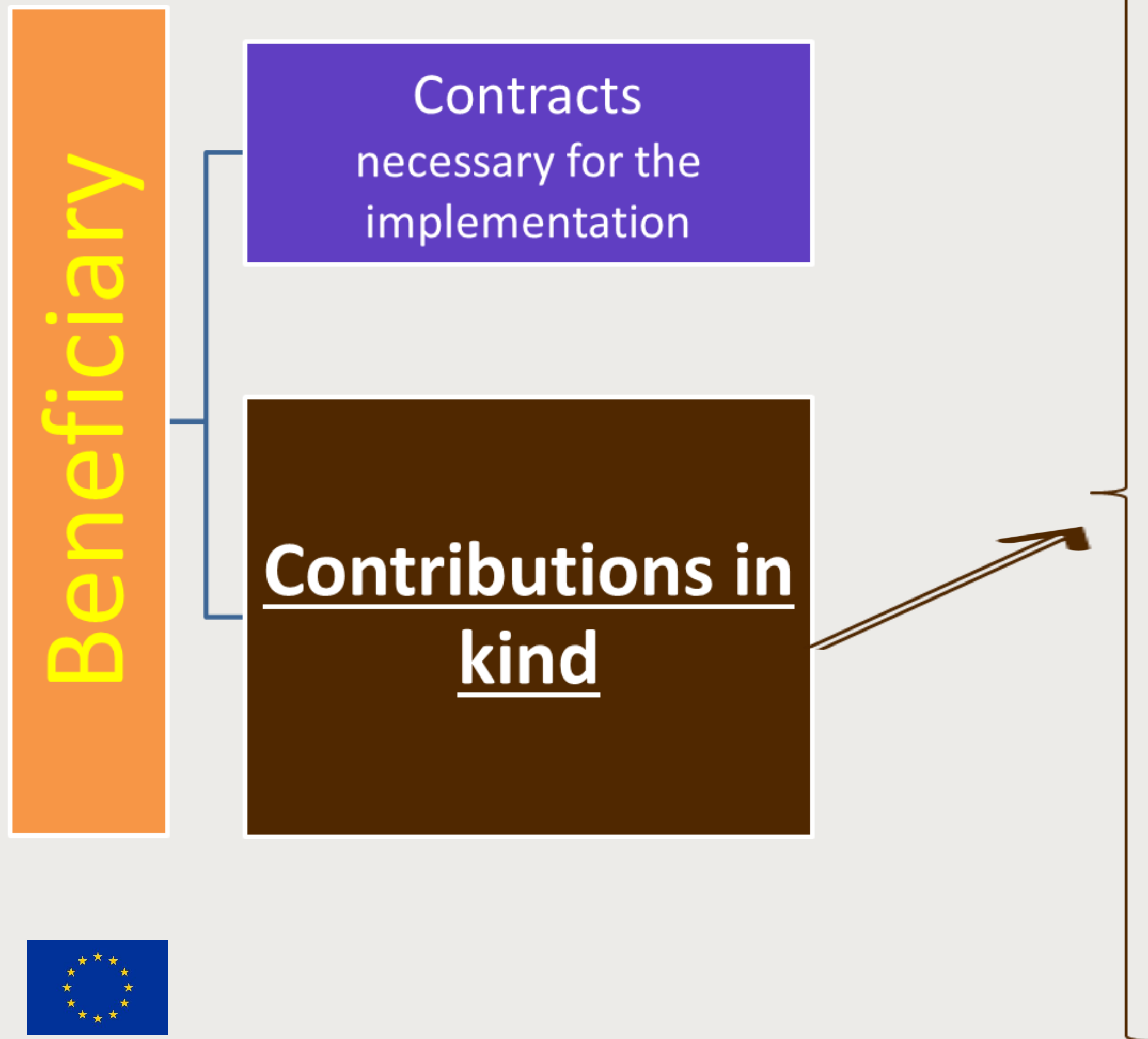
1. In section 3.4 of the Annex I – DoA, specify for each beneficiary the following:
 - ❖ Object of the purchase
 - ❖ Estimation of cost
 - ❖ How the supplier will be selected (‘best value-for-money’ principle; absence of conflict of interest)
 - ❖ If asset in your accounts: how you will depreciate it (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

Article 10 <u>Contracts to purchase goods, works or services</u>	Article 13 <u>Subcontracts</u>
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



- ❖ 2 types:
 - free of charge or
 - against payment
- ❖ Only the actual eligible costs of the third party may be charged
- ❖ Estimated costs and type of in kind contribution must be identified in Annex 1 – DoA

Where?

- Articles 11 & 12 GA
- Section 4.2 of DoA

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 2 (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)

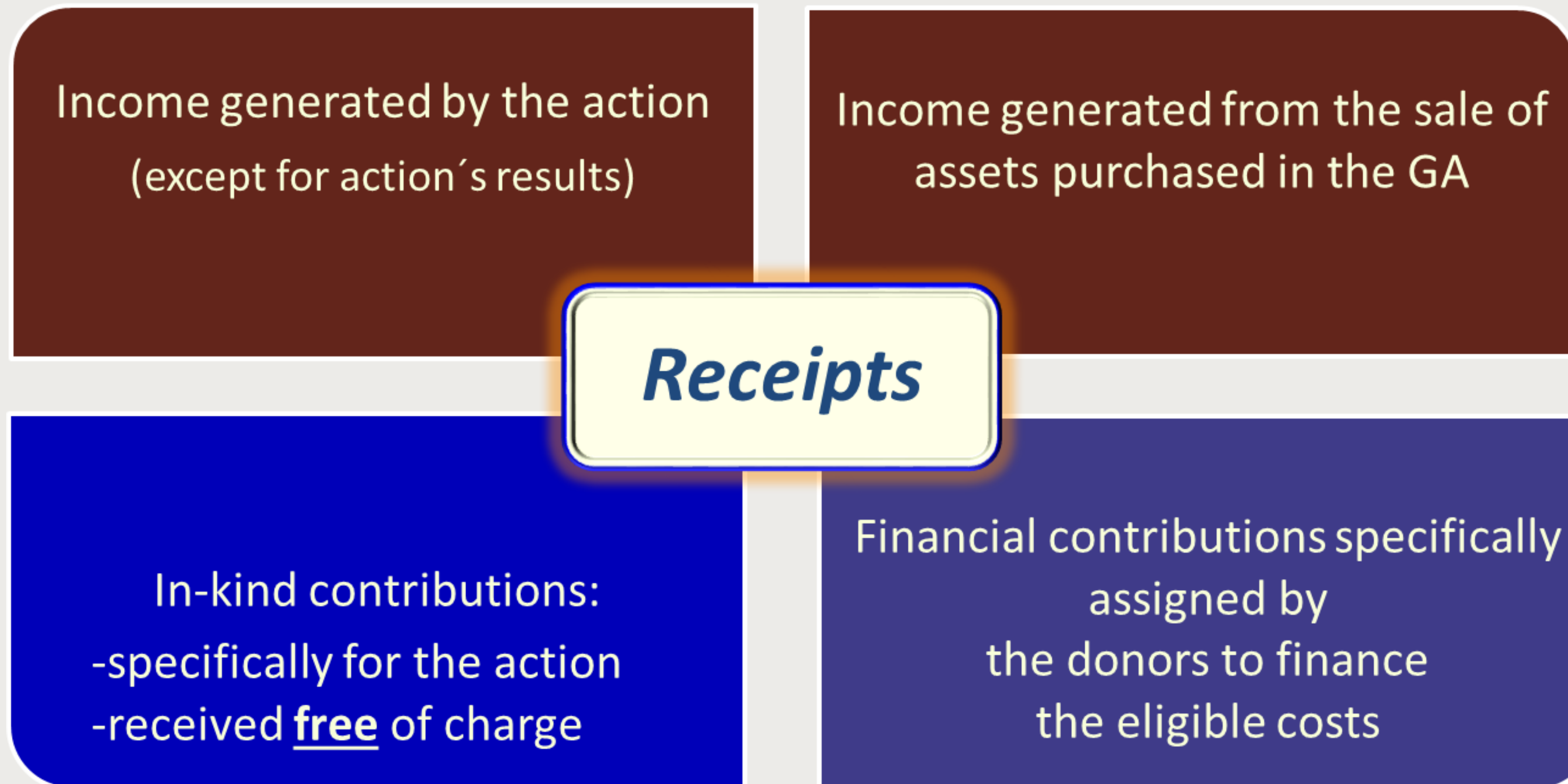
Flat rate

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

V. FORMS OF COSTS VS BUDGET CATEGORIES

FORMS OF COSTS	BUDGET CATEGORIES				
	DIRECT COSTS			INDIRECT COSTS	SPECIFIC CATETORIES 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	✗	✗	✗	✓	✗

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)



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



Option – article 20.5: if grant amount > 5M EUR, and reporting period >18 months, then yearly report also due

VII. FINAL REPORTS



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

Final Technical Report

- overview of results and their exploitation & dissemination
 - must include: updated plan of additional activities performed
- summary for publication
- conclusions and socio-economic impact

Final Financial Report

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



V. 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)
<ul style="list-style-type: none">→ 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
<ul style="list-style-type: none">→ 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)



- 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



IX. OPEN RESEARCH DATA

HOW IT WORKS



IX. OPEN RESEARCH DATA

RESEARCH DATA – OPEN BY DEFAULT

Data management costs are fully eligible for funding

No repository imposed:
deposit data where you want



X. 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 DMPlan:

<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

ADDITIONAL INFORMATION



HORIZON 2020 REFERENCE DOCUMENTS:

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

HORIZON 2020 ON-LINE MANUAL:

<https://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

