

Project management and IPR

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Main contents

- ▶ Project management
- ▶ Financial Reporting
- ▶ IPR management and knowledge transfer

Managing international projects

What is a project?

It's a **temporary** endeavor undertaken to **create** a unique product, service or **result**.

Project Management Institute

A project is a **unique, temporary, multidisciplinary** and **organised** endeavour to **realise** agreed deliverables within **pre-defined requirements and constraints**.

International Project Management Association

What is a project?

- ▶ **Temporary** → Duration
- ▶ **Unique** → not business as usual, but specific set of actions to achieve a specific result
- ▶ **Endeavour** → it takes time, resources and effort

Construction of a new car

Responding to an earthquake

Setting up a new customer support service

Undertaking an international, externally funded research

What is management?

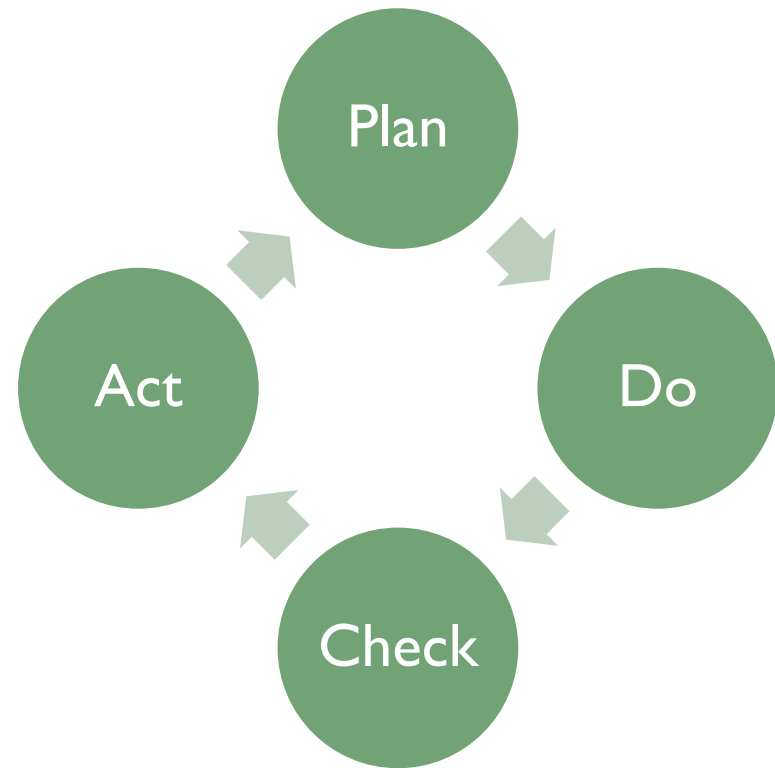
- ▶ There are many theories or approaches to management.
- ▶ One of them builds on the work of a French mining engineer, Henry Fayol, who published in 1916 a book titled «*Administration industrielle et générale; prévoyance, organisation, commandement, coordination, controle*»
- ▶ In the title we have the five main functions of management identified by Fayol:
 - Planning (making plans for the future)
 - Organizing (mobilising human/non human resources)
 - Coordinating (creating an organisational structure to achieve the set goals)
 - Commanding (taking decisions and making people do it)
 - Controlling (monitoring progress against the initial plan)

What is management?

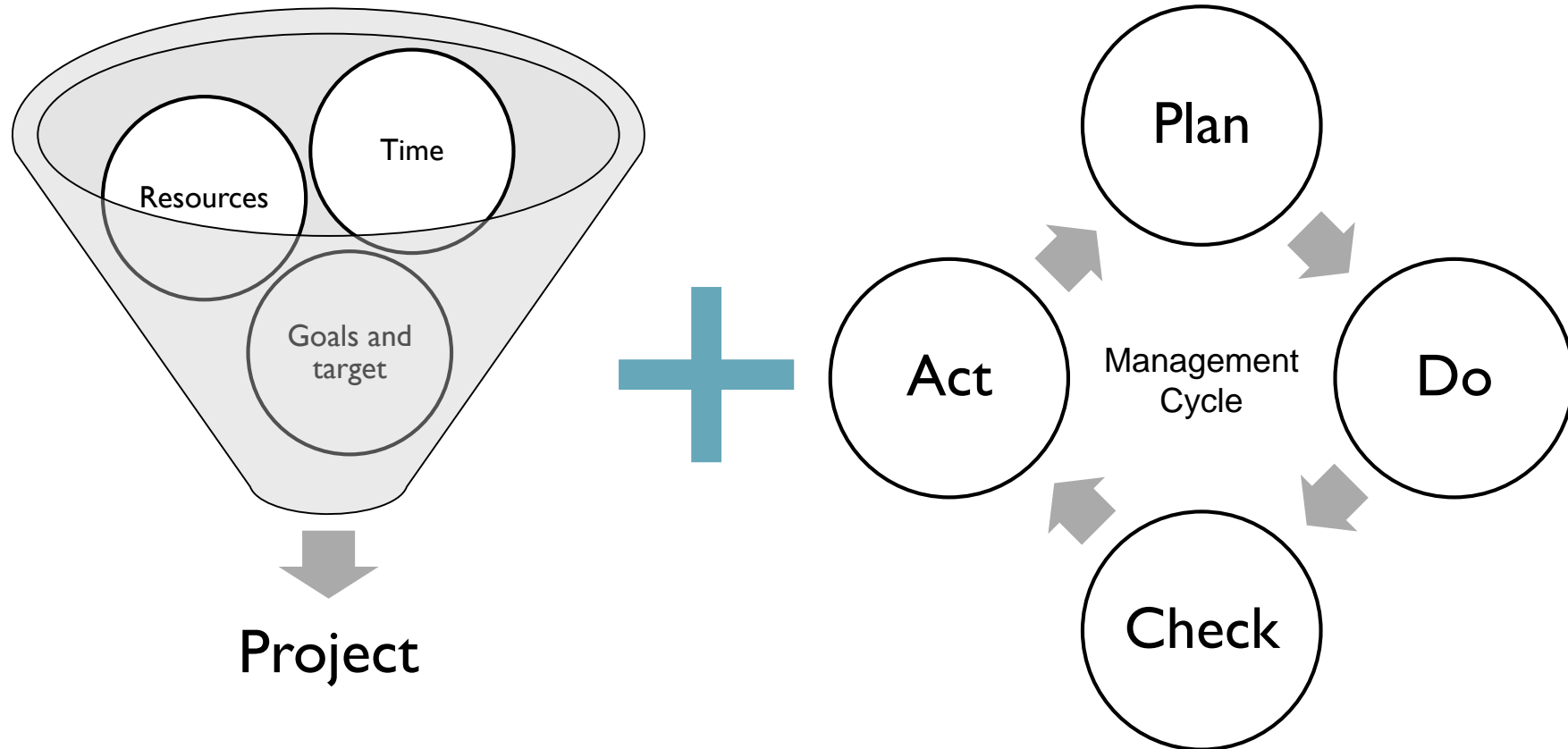
- ▶ The Project Management Institute normally refers to similar functions or processes of management:
 1. Initiating
 2. Planning
 3. Executing
 4. Monitoring and Controlling
 5. Closing

What is management?

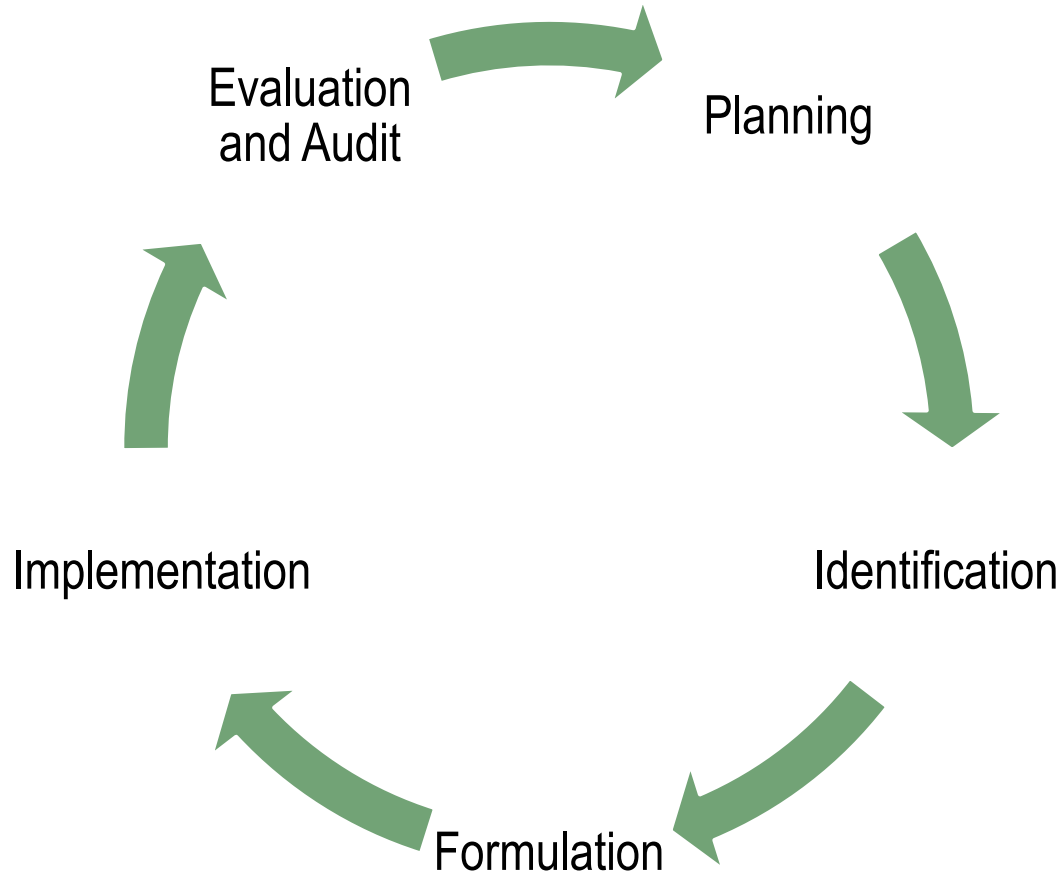
- ▶ The Deming or Shewhart approach introduced a cyclic and iterative view on management:
- ▶ The so called PDCA cycle



What is project management?

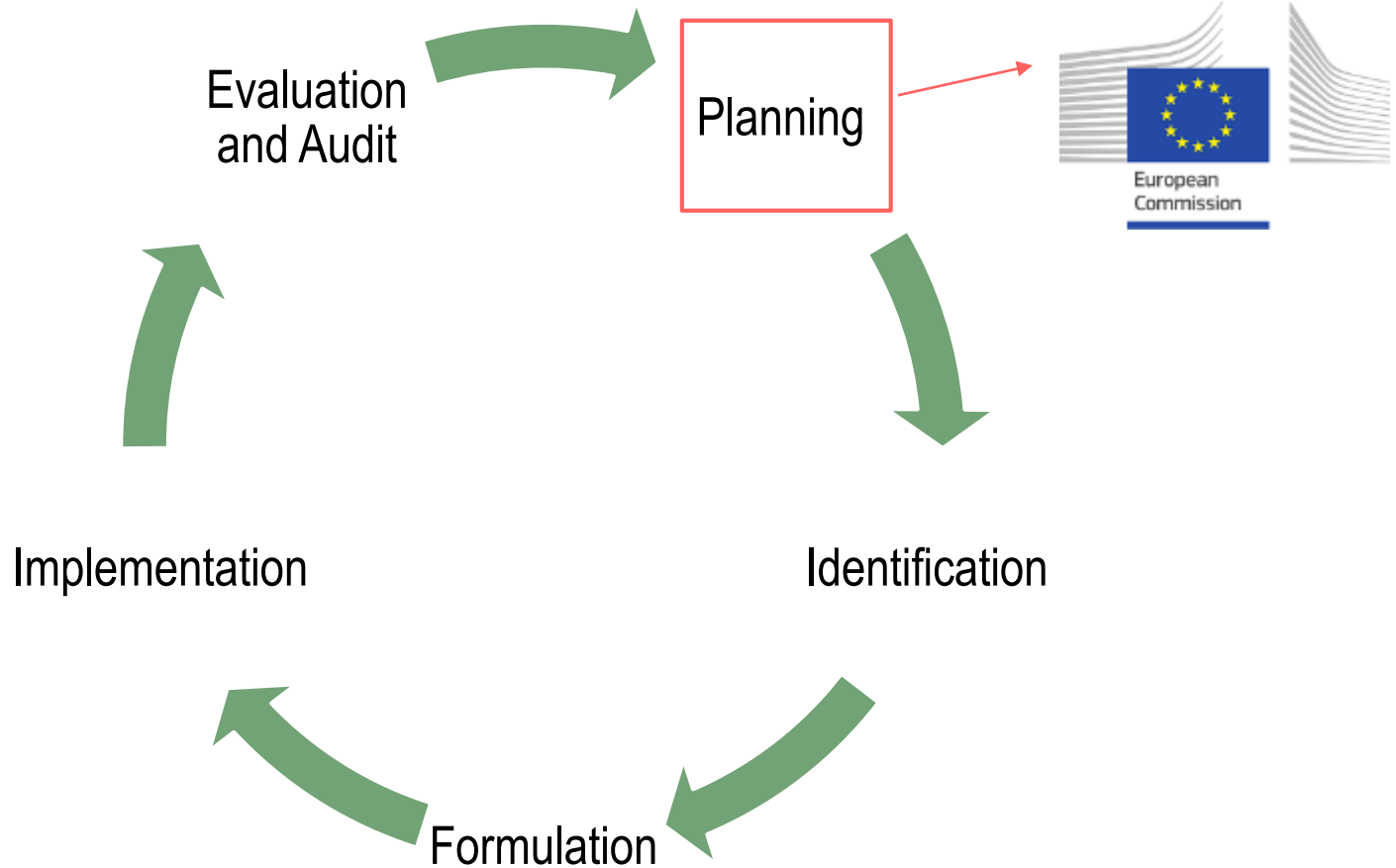


Project cycle



Project Cycle Management Guidelines, EuropAid Cooperation Office

Project cycle – Example: H2020

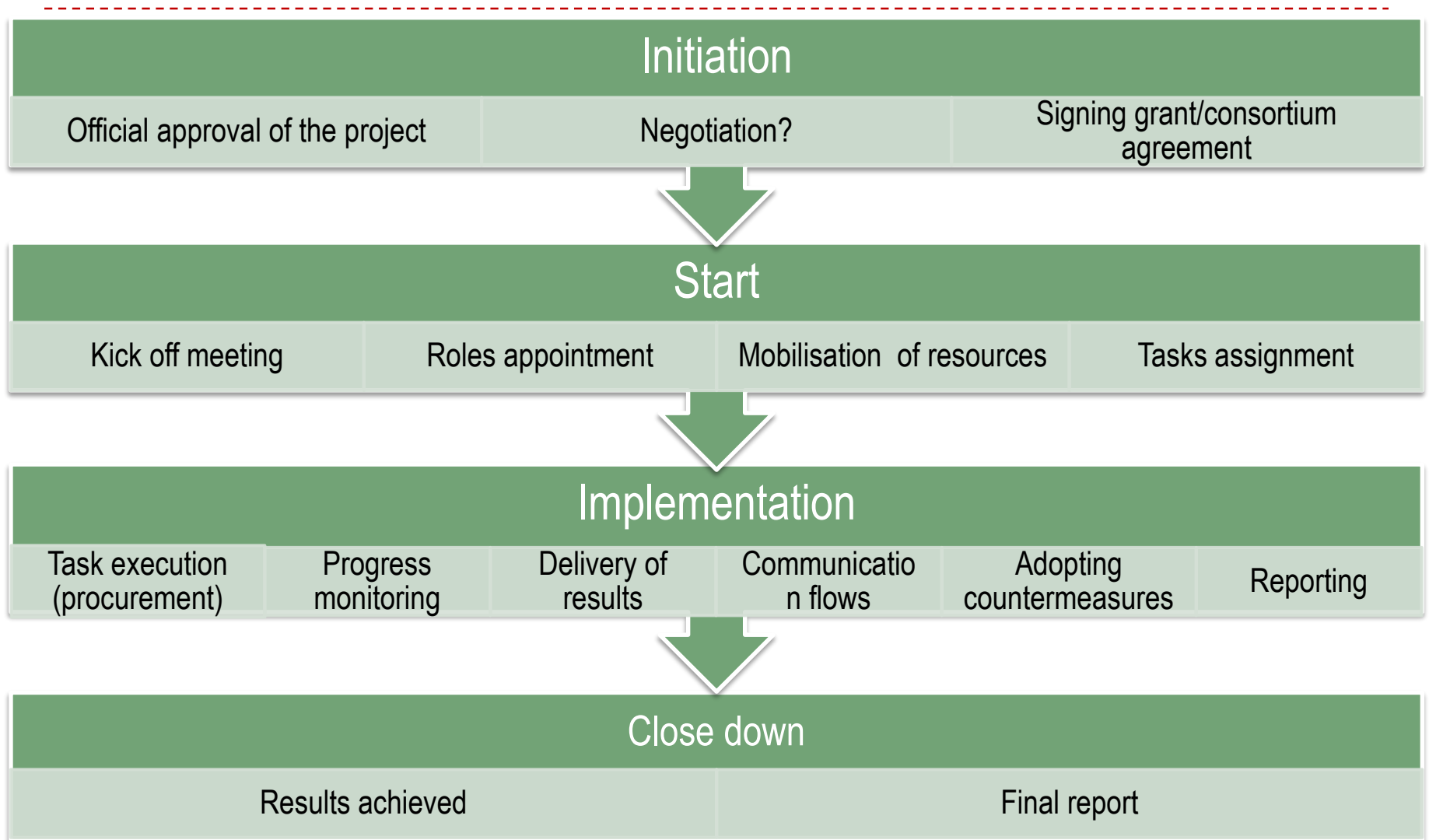


Project Cycle Management Guidelines, EuropAid Cooperation Office

Project cycle – Example: H2020



Project process



Who is involved?

- ▶ Coordinator and its team
 - ▶ Partners and their teams
 - ▶ Funding agency
 - ▶ Audit bodies (esp. for financial aspects)
 - ▶ Suppliers and subcontractors
- Altogether, normally referred to as the «**Consortium**»

Complexity of international projects

- ▶ Large teams and different cultures
- ▶ Communication: distance and language (sometimes timezones may be a barrier)
- ▶ Decision making and escalation process
- ▶ Roles: recognition and acceptance
- ▶ Large teams and often large budgets!

Start up of project activities

- ▶ In Horizon 2020 projects, the Coordinator or sole applicant signs the Grant Agreement (GA) first, followed by the Commission or agency.
- ▶ In a consortium, beneficiaries other than the coordinator accede to the grant agreement by signing an accession form.
- ▶ The grant agreement enters into force on the day of the last signature, or, if agreed by both parties, on a specific date. E.g. the first day of the month following the last signature.

GA contents

► Contents:

- **Core Text:** title, duration, start date, type of action, grant amount, eligibility of costs, rights and obligations of parties, ...
- **Annex I:** Description of the action
- **Annex II:** Estimated Budget for the action
- **Annex III:** Accession Form of other beneficiaries, Declaration on liability of linked third parties
- **Annex IV:** Model financial statements
- **Annex V:** Model for the certificate on the financial statements
- **Annex VI:** Model for the certificate on the methodology

Grant Agreement Structure (I)

Annex	Name	Characteristics
Annex I	Description of the action	Annex I describes the project work plan. It is based on the contents of the draft proposal initially submitted to the Commission, possibly edited according to the evaluation outcomes. It includes Work Packages description, deliverables, milestones, GANTT chart, etc.
Annex II	Estimated budget of the action	Annex II contains all main information about the project budget (estimated eligible costs, expected reimburse instruments, beneficiaries sharing, third parties and budget categories)
Annex III	Accession Form of the other beneficiaries, <u>Declaration on liability of linked third parties</u>	Only the Coordinator directly sign the GA with the Commission. The other beneficiaries accept the GA by signing the Accession Form, if they are partners. The Declaration on Liability must be signed only if requested by the EC for a third party in particular.
Annex IV	Model Financial Statement	The "old C Form" used for the financial reporting

Grant Agreement Structure (II)

Annex	Name	Characteristics
Annex V	Model for the certificate on the Financial Statement	It is provided by an external auditor, only at the end of the project, from the partners who have reported more than 325K of the contribution
Annex VI	Model for the certificate on the methodology	It substitutes the "Certificate on the Methodology" used in the FP7, limited to the calculation of personnel costs

Start up of project activities

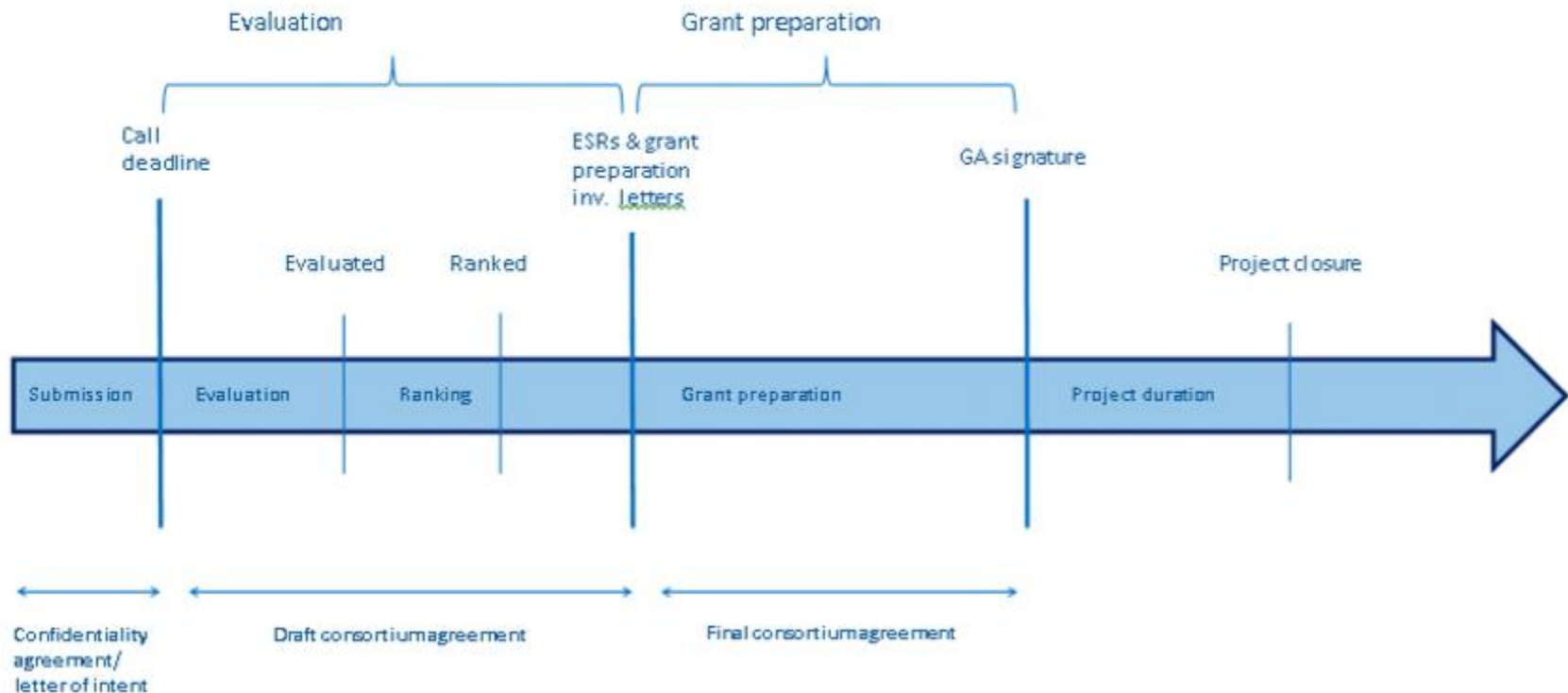
- ▶ In Horizon 2020 projects, it is mandatory that beneficiaries draw up a Consortium agreement, in principle before signing the grant agreement.
- ▶ The Consortium Agreement is a private agreement between partners setting out rules and procedures for a smooth project implementation.
- ▶ The CA is a complement to the GA, therefore it shall not include any provision in contrast with the latter.

CA contents

- ▶ Typical contents, to be finetuned according to the scale and complex of the project:
 - **Preamble**
 - **Parties**
 - **Definitions**
 - **Internal organisation:** consortium bodies, voting rights, decision making procedures, etc.
 - **Implementation of the action:** roles and responsibilities, division of tasks, deadlines (internal and toward the EC)
 - **Project budget and payment**
 - **IPR:** background; results' protection, dissemination and exploitation; joint ownership; confidentiality; ...
 - **Boilerplate clauses:** start/end date, applicable law, force majeure...

GA and CA signature timeline

Consortium agreement



Kick-off meeting organisation

- ▶ Kick-off meetings (KoM) are normally organised within a month from the project start date.
- ▶ KoM is normally organised by the Coordinator at its own premises (unless, the EC, or other funding bodies, asks for a KoM in Brussels or elsewhere – typically with similar projects)
- ▶ The Coordinator and representatives of partners must be present; inviting the Project Officer is a good practice.
- ▶ Kick-off meetings are normally organised over two days: one devoted to administrative issues and «practicalities»; another one for scientific/technical issues.

Kick-off meeting agenda

► Administrative issues

- Introduction and presentation of the project objectives
- Short presentation of each Institution constituting the Consortium, including the Coordinator
- Presentation of the Management structure and the *decision-making mechanisms* (cf. CA)
- Presentation of administrative and financial procedures (cf. CA and, if needed, *Project Financial Manual* - which should be prepared by the Coordinator before the *kick-off meeting*)
- Discussion about funds transfer modalities between Coordinator and Partners (it is good practice to clearly regulate it in the CA)
- Calendar of the main project activities, at least for the current year

Make sure that all Partners are aware of the contents of the Core Grant Agreement, its Annexes (I, II, III) and the Consortium Agreement.

The coordinator must provide each partner with a copy of this documentation

Kick-off meeting agenda

► Technical-scientific session

- Presentation and analysis of all the technical-scientific objectives of the project
- Review of the work plan of all Work Packages (GANTT CHART)
- Review of the list of Deliverables and Milestones, and of their scheduling
- Setting of responsibilities of each partner with respect to the Project's tasks and Deliverables
- Setting of the dissemination and exploitation of results plan

Meeting minutes

- ▶ Meeting minutes summarise the discussion which has taken place and recap the decision taken and any follow up action which partners have to undertake.
- ▶ The Coordinator is normally in charge of drawing up minutes and circulate them to partners for approval.
- ▶ Minutes are also very important to demonstrate the attendance (and thus claiming costs) to the meeting. Presence/attendance sheets are normally requested as supporting documents.

Meeting minutes

<i>Place:</i> xxx		
<i>Date:</i> xx/xx/xxxx and xx/xx/xxxx	<i>Signature</i>	
<i>Object:</i> PROJECT xxx meeting	xx/xx/xx	xx/xx/xx
<i>Participants:</i> Prof. X Y <u>University of Rome 'La Sapienza'</u> Dr. W Z <u>University of Rome 'La Sapienza'</u> Etc.	See separate doc.	See separate doc.

PROJECT MEETING WP x n° x	ACTIONS
<i>Date</i> xx/xx/201x	
Title of agenda point	
<report>	A.1.1 all partners: send update on xxx
Title of agenda point	
<report>	A2.1 (Action WP 2 n° 1) – corresponds to

Item n° and responsible partner	Item description	Decision date	Due date	Status
1-OUR	Send minutes of kick off meeting	31/10/13	14/10/13	

Projects are executed

- ▶ **Preparation of deliverables** – project team works for the preparation of project deliverables
- ▶ **Monitoring**– while *deliverables* are being prepared, the project manager ensures that the following aspects are properly looked after:
 - **Contractual Management** drawing up contracts for collaborators, subcontractors, suppliers, etc.
 - **Cost Management** identification and recording of costs in line with the planned project budget
 - **Quality Management** quality assessment of the deliverables and of management tasks
 - **Risk Management** evaluation of risks linked to the project execution and of countermeasures to respond to those risks
 - **Communication Management** – keeping stakeholders updated on project progress and ensuring a good internal communication flow
- **Reporting**

Planning & monitoring project activities

- ▶ In funded projects, such as H2020 project, the greatest part of activities planning has already been done during the project formulation phase. (However, during negotiation, the EC may ask for some schedule changes, or a revision of the work plan may be needed to respond the changed circumstances.)
- ▶ The proposal template for H2020 projects comprises a section on the «Implementation» of project, in which applicants are requested to detail project activities, foreseen tangible product, checkpoints and timings.

Planning & monitoring project activities

3. Implementation

3.1 Work plan — Work packages, deliverables

Please provide the following:

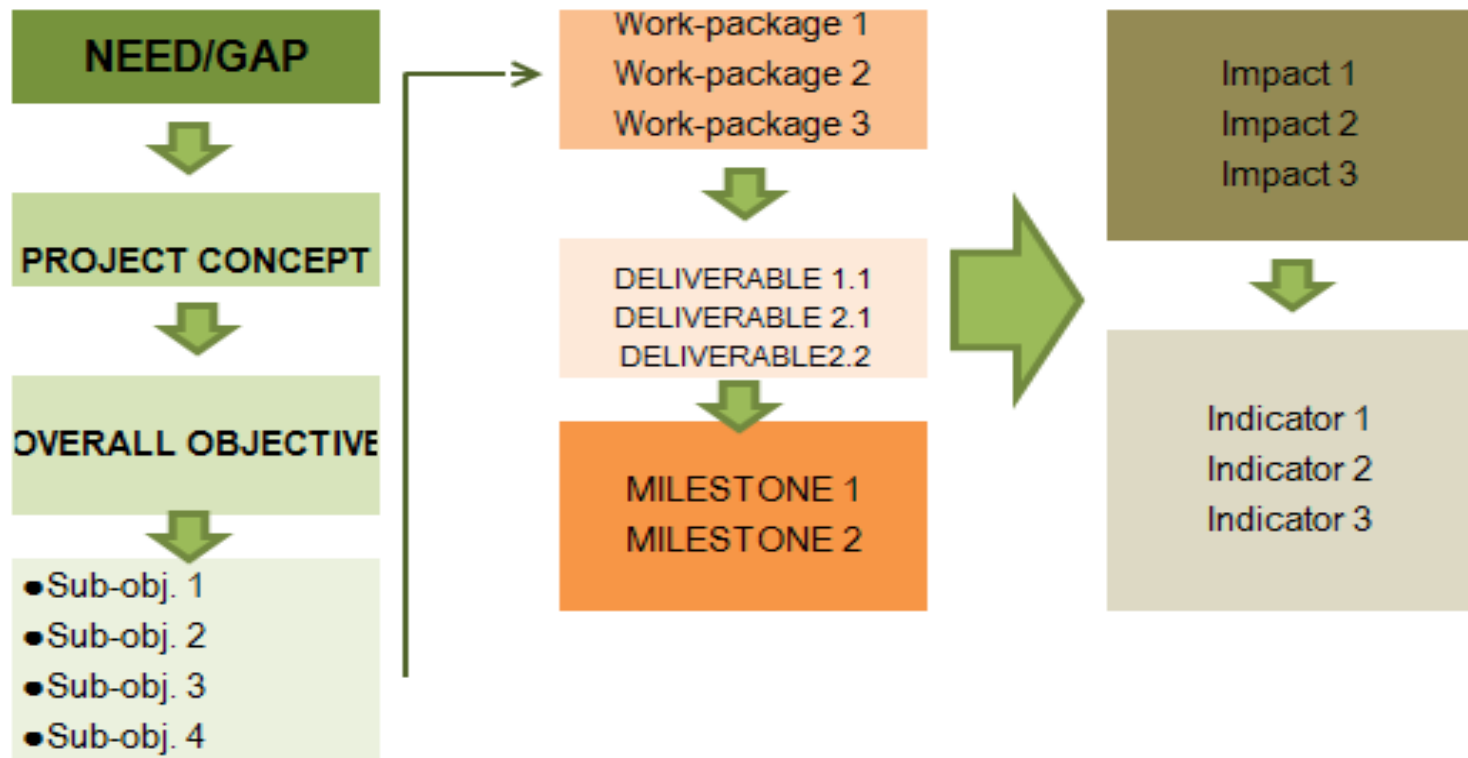
- brief presentation of the overall structure of the work plan;
- timing of the different work packages and their components (Gantt chart or similar);
- detailed work description, i.e.:
 - a list of work packages (table 3.1a);
 - a description of each work package (table 3.1b);
 - a list of major deliverables (table 3.1c);
- graphical presentation of the components showing how they inter-relate (Pert chart or similar).

Planning & monitoring project activities

- ▶ Work packages are major sub-division of the proposed project; they group a set of activities, aiming at reaching one or more objectives.
- ▶ Deliverables are «tangible» products of the action and are normally constituted by a report, a document, a technical diagram, a software etc.
- ▶ Milestones are check points in the project that allow to monitor progress. They can correspond to the completion of a key deliverable, or to intermediate critical points where a new phase of work begins or the consortium must decide which of steps to adopt for further development.
- ▶ A GANTT chart showing grafically the project schedule is required.

Planning & monitoring project activities

- ▶ The work package structure normally corresponds to the specific objectives the project intends to pursue.



Planning & monitoring project activities

Work package number	1	Start date or starting event				M1			
Work package title	Management, Coordination and Quality Control								
Beneficiary number	1	2	3	4	5	6	7	8	
Beneficiary short name	ABC	DEF	GHI	LMN	OPQ	RST	UVZ	XX	
Person-months per Beneficiary	5	1	1	1	1	1	1	1	
Start Date	1			End Date		36			

Objectives

The overall objective is to ensure smooth, efficient and smooth running of the project.

This implies:

1. to interface to the European Commission
2. to manage the project on a day-to-day basis;
3. to monitor the use of personnel, time and funds, i.e. resource management;
4. to verify compliance with the contractual and legal issues, i.e. contract management.

Planning & monitoring project activities

Description of work

T1.1. Kick-off meeting organization and appointment of members to seat in the management boards (M1-2 – Task Leader: XX in cooperation with...)

T1.2 Drawing up of the handbook on quality control procedures and standards (M3 draft, final version M6, Task Leader: XX in cooperation with...): it will describe in detail the internal monitoring system that will be established in the project. The handbook will also include a section on risk assessment and management

T1.3 Project monitoring and Quality Control (M1-36; Task Leader: XXX in collaboration with all partners). The project coordinator in strict collaboration with the project manager and the Scientific Board will monitor closely the project implementation, ensuring that milestones are met, deliverables produced according to the project planning, and that agreed quality levels are achieved. In particular a constant and thorough assessment of results based on commonly agreed performance indicators will be carried out by the Expert Quality Board with supervision of the Project Coordinator, so that successful execution of all work packages is ensured and the agreed quality levels are respected.

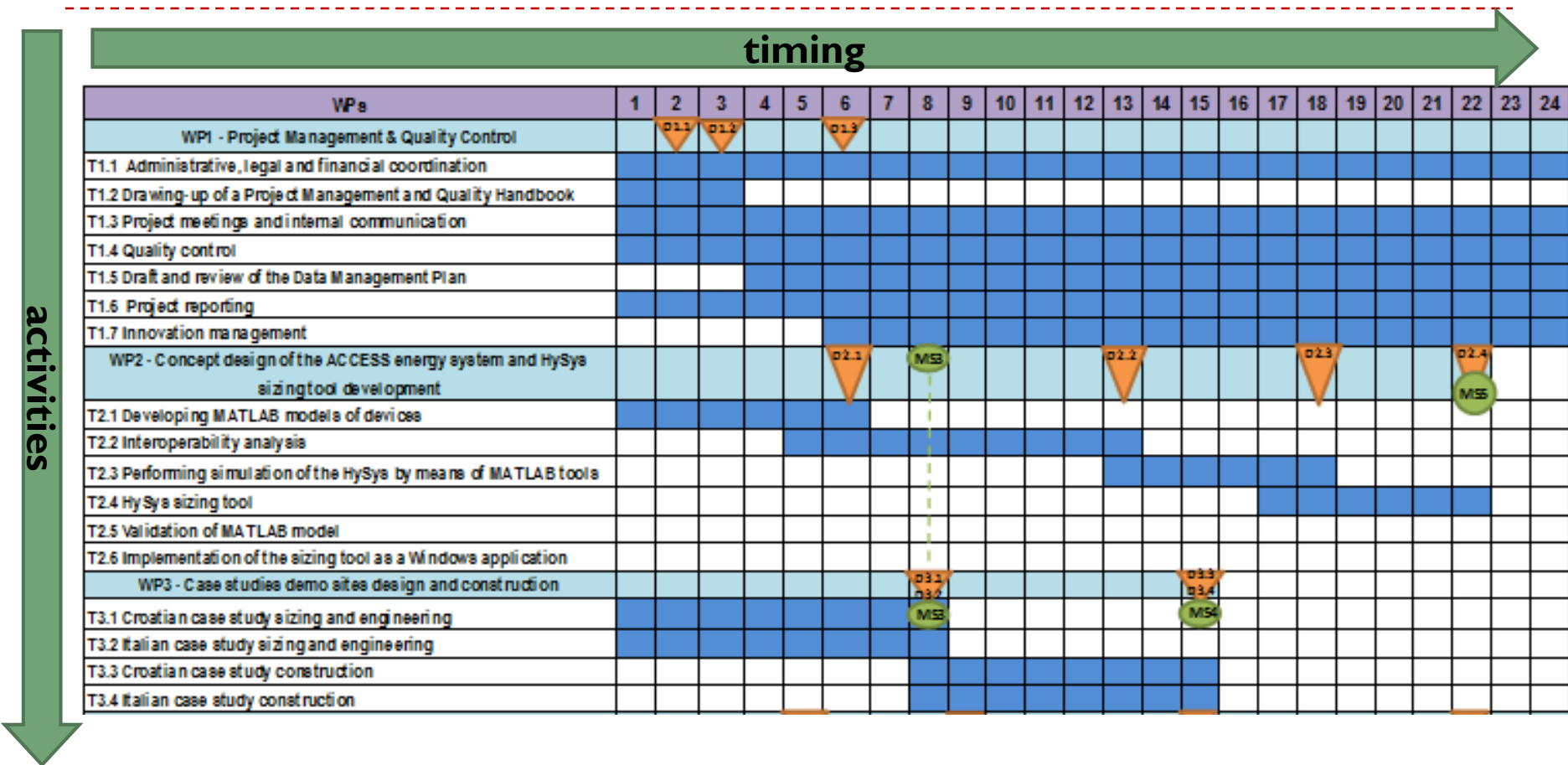
Deliverables (brief description) and month of delivery

D1.1 Project Inception report (M2, Task Leader XXX)

D1.2 Project Handbook (M3, Task Leader XXX)

D1.3 Data Management Plan (M6, Task Leader XXX)

Planning & monitoring project activities



Planning & monitoring project activities

Title	Period 1						Period 2						Period 3						Period 4						Period 5						Period 6						Period 7			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
1.2. Project management and coordination																																								
1.2.1. Project management tools																																								
1.2.2. Work plan																																								
1.2.3. Project coordination and progress monitoring																																								
1.2.4. Preparation of external evaluation																																								
1.2.5. External evaluation and feedback mechanisms																																								
1.2.6. Final evaluation report																																								

Description

Output

1.2.1.	Implementation of a web based communication platform for the general administration of the project	1 communication platform established
1.2.2.	Working out a detailed working plan in common	Detailed work plan
1.2.3.	Exchange and supervision of PP's; Monitoring of the progress; Preparation of reports	1 Progress report per period
1.2.4.	Contracting an external expert for the monitoring of the process; Definition of a timeline and Development of an evaluation plan	1 Evaluation plan developed
1.2.5.	Ongoing evaluation of the implementation process; Preparation of evaluation reports and Definition of measures	5 periodical reports
1.2.6.	Preparation of a final evaluation report	1 final evaluation report



Planning & monitoring project activities

ACTIVITY	START	END	DELIVERABLE	STATUS
1.1 Organisation of the kick-off meeting	Nov-16	Jan-17	D1.1.1	√
1.2 Drawing up of the handbook on quality control procedures and standards	Nov-16	Jan-17	D1.2.1	√
1.3 Monitoring and evaluation of project progress	Nov-16	Apr-18	D1.3.1 D1.3.2	Due: July 2017
1.4 Management of administrative and financial issues	Nov-16	Apr-18	-	-
1.5 Project meetings	Nov-16	Apr-18	D1.5.1	Due: July 2017

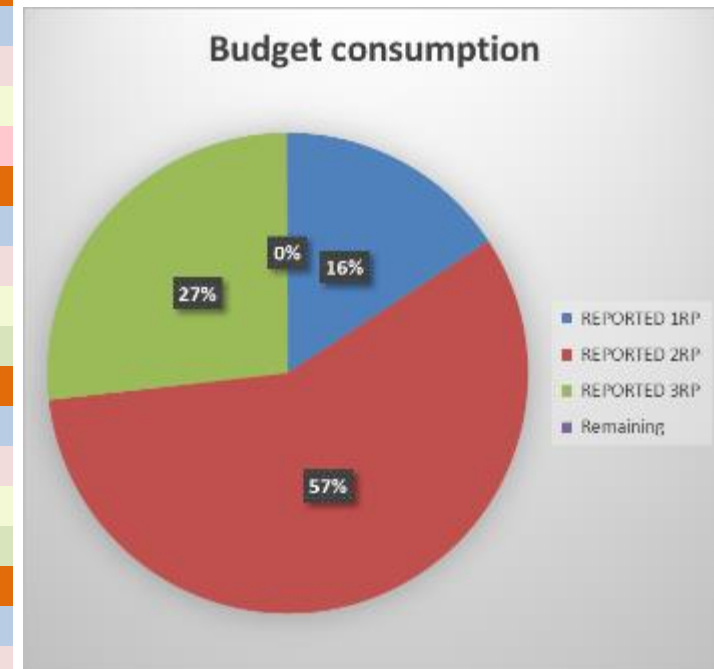
Planning & monitoring project activities

- ▶ A close monitoring of project progress is needed not only to check the achievement of foreseen results, but also to keep expenses under control.
- ▶ In this respect, a collaboration between research and administrative staff is crucial, and it is the basis for avoiding unpleasant surprises in financial reporting.

WP	Task	Cost Type	Plan (A)	Actual (B)	Remain (C)	Forecast (D=B+C)	Deviation (E=D-A)	Deviation in %
1	1.1	Staff costs	15.000	13.000	6.000	19.000	+4.000	+26%
		Travels	8.000	1.500	1.200	2.700	-5.300	-66%

Planning & monitoring project activities

	WP1	WP2	WP3	TOTAL BUDGET LINES
Staff costs	8.339,63	8.658,11	61.960,50	78.958,24
1RP	499,28	950,44	11.785,53	13.235,25
2RP	1.382,53	6.130,12	41.597,85	49.110,50
3RP	6.409,67	1.687,98	8.608,67	16.706,32
Remaining	48,15	- 110,43 -	31,55 -	93,83
Office and Administration costs	1.250,94	1.298,72	9.294,08	11.843,74
1RP	74,89	142,57	1.767,83	1.985,29
2RP	207,38	919,52	6.239,68	7.366,58
3RP	961,45	253,20	1.291,30	2.505,95
Remaining	7,22	- 16,56 -	4,73 -	14,07
Travel and accomodation costs	1.050,24	963,29	960,10	2.973,63
1RP	479,91	963,29	-	1.443,20
2RP			521,53	521,53
3RP	570,33		438,57	1.008,90
Remaining	-	-	-	-
External expertise costs	31.244,54	233,49	12.763,88	44.241,91
1RP	5.350,79	-	-	5.350,79
2RP	15.493,75	233,49	6.827,43	22.554,67
3RP	10.400,00		5.936,45	16.336,45
Remaining	-	-	-	-
Equipment costs			1.610,48	1.610,48
1RP				-
2RP			805,24	805,24
3RP			805,24	805,24
Remaining	-	-	-	-
TOTAL Work Packages	41.885,35	11.153,61	86.589,04	139.628,00
TOTAL 1RP	6.404,87	2.056,30	13.553,36	22.014,53
TOTAL 2RP	17.083,66	7.283,13	55.991,73	80.358,52
TOTAL 3RP	18.341,45	1.941,18	17.080,23	37.362,86
Remaining	55,37	- 126,99 -	36,28 -	107,90



Planning & monitoring project activities

- ▶ Besides monitoring progress, quality must be assessed as well:
 - the quality of project achievements;
 - the quality of deliverables and of any other product deriving from the project implementation (e.g. publications, trainings etc.);
 - the adherence to the decision procedures and general quality standards envisaged in the Project
- ▶ Normally an external board of experts is set up to ensure an impartial evaluation of project results.

Coordinating & motivating a team

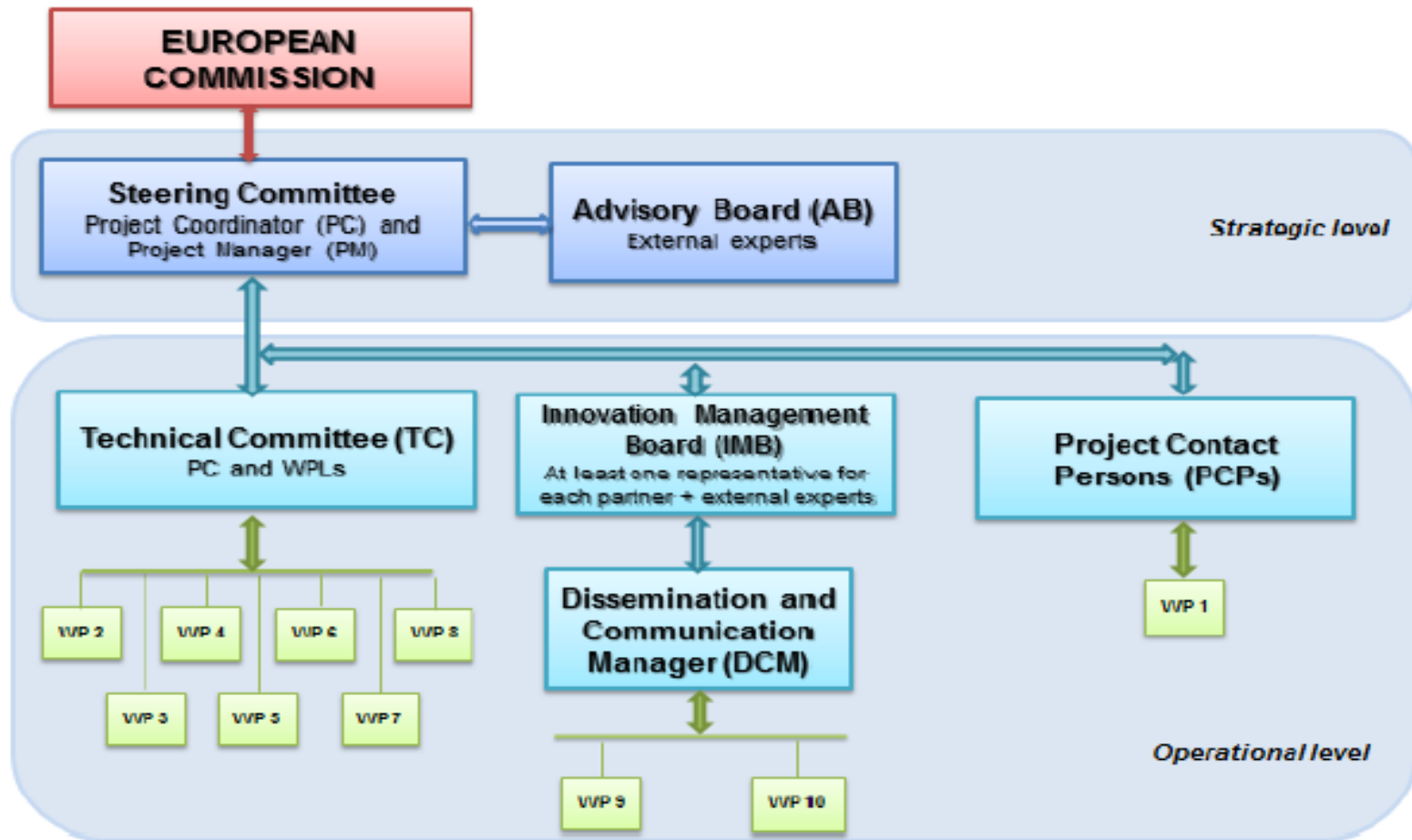
- ▶ International collaborative projects mobilise a large team of people, with different background, skills and competences.
- ▶ A first step to ensure coordination is to define roles, which have to be clear and accepted.
- ▶ A collaborative project is not a one-man-show, but a collective endeavour in which everyone has his own responsibilities

Coordinating & motivating a team

► Roles

- Coordinator
- Work package Leaders: responsible for the implementation of the work plan on work package level. responsible for the progress report concerning their work package, including:
 - activities of the particular reporting period
 - outputs of the particular reporting period
 - deviations from the original plan
 - Summary of the work package achievements so far
- Task Leaders
- Deliverable Leaders
- Steering committee: superior operational control of the partnership, responsible for taking decisions concerning the project partnership

Coordinating & motivating a team



Coordinating & motivating a team

- ▶ Internal Communication plays an important role to ensure a good coordination.
- ▶ As soon as the project starts, make sure all partners' contacts are actual and up to date: several mailing list can be created to ease communication.
- ▶ Communication can take place on occasion of meetings or remotely. Face to face meetings (such as the KoM) are to be foreseen in any project to discuss project progress and inform each other of any difficulty.
- ▶ The number of project meetings has to be proportionate with the scale and length of the project (meetings are costly!)
- ▶ Periodical teleconferences, skype can be used as useful substitutes (monthly or twice a month if needed).
- ▶ Setting deadlines for partner to provide inputs (on deliverables, reports)

Monitoring & managing risks

- ▶ Projects are subject to (normally unpleasant) risks that can jeopardise the success.
- ▶ Risks can come from different sources: administrative issues, financial constraints, technical difficulties...
- ▶ During the project design phase, applicants shall devote particular attention in identifying potential risks and in devising correspondent contingency measures.
- ▶ A risk analysis shall be conducted taking into consideration:
 - identification of any risk with potential detrimental effects on the project;
 - risk classification on the basis of: probability, cause, effect;
 - acceptance or rejection of risks, based on the level of tolerance to each
 - planning the appropriate responses and contingency measures

Monitoring & managing risks

Description of risk and evaluation	WP(s)	Proposed risk mitigation measures
One partner fails Impact high, probability low	All	<p>Carefully selected partners, previous mutual cooperation experiences should minimise the occurrence of this risk. Dedicated task has been devised for monitoring overall development progress in order to avoid such risk. In case a partner is not performing its allocated tasks, the Steering Committee will evaluate which action is to be taken, including the possibility of a budget reallocation in case the uncovered project activities can be carried out by another partner. If this is not possible, another suitable partner will be identified and invited to join the project..</p>
Slow progress Impact medium, probability low	All	<p>Weaker development load in the second half of the project.</p> <p>Buffer times are reserved at the end of main development tasks.</p>

Monitoring & managing risks

- ▶ Even in the most well planned and monitored project, something is about to deviate from plan. Action must be taken immediately:
 - Assess the situation with the involved partner(s)
 - Inform the project officer as soon as possible, possibly with a corrective measure
 - Consider what effects the risk will create on other aspects of the project: finances, next tasks, deliverables...

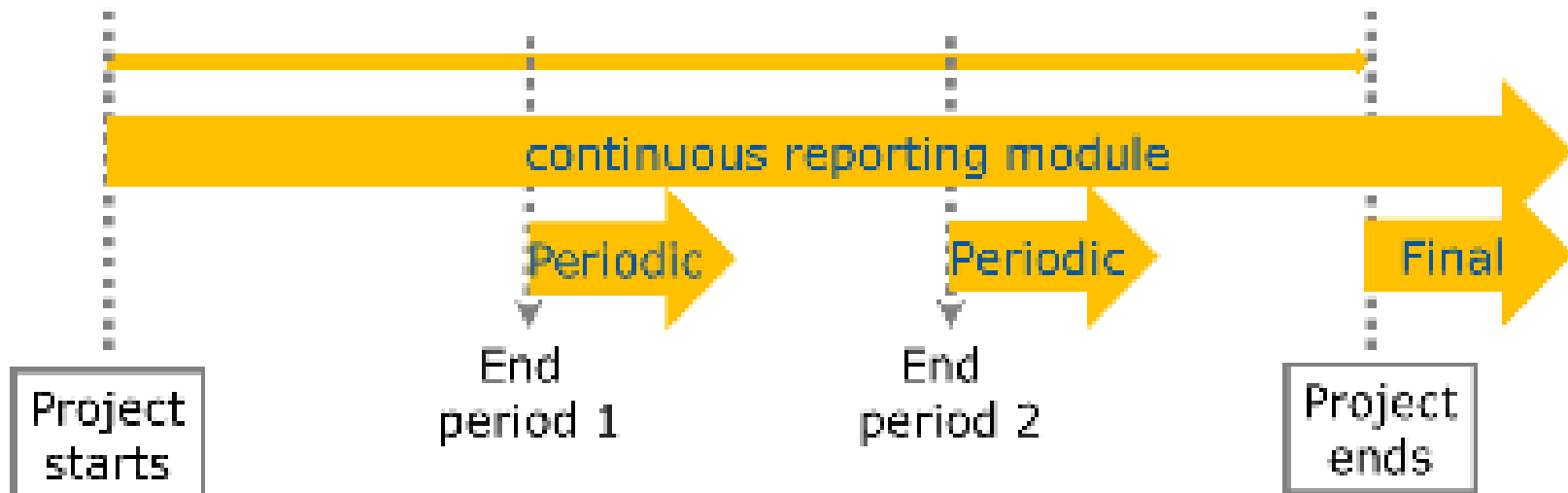
Reporting duties & payments

- ▶ Reporting is a contractual obligation stemming from the Grant Agreement.
- ▶ For the funding authority, it serves the purpose to check whether the project has delivered the foreseen results at the quality level expected. On that basis, payments are made.
- ▶ Reports are normally composed of two main parts: a technical report on advancements and a report on the use of financial resources needed to achieve those advancements.

Reporting duties & payments

- ▶ Reports refer to specific reporting periods: in H2020, reporting periods cover 18 months, in other funded programmes, they cover a semester.

- *Continuous reporting module*
- *Periodic reporting module*



H2020 Art. 20 – Reporting and payments

The Coordinator is obliged to present technical and financial reports as well as payment requests (electronically) within 60 days from the end of each *reporting period*

H2020 Art. 20 – Reporting and payments

The *periodic report* must include:

a) a *periodic technical report* with an explanation of the work carried out by the beneficiaries and containing:

- a *periodic **summary technical report*** for publication by the Commission (comprehensible for a non-specialist audience)
- an ***overview of the progress*** towards the objectives of the action (milestones, deliverables, tec.) – including explanations justifying the differences between work expected to be carried out in accordance with Annex 1 and work actually carried out

H2020 Art. 20 – Reporting and payments

- the *overview of the progress* must detail the **exploitation and dissemination of results** and — if required in Annex 1 — an updated ‘plan for the exploitation and dissemination of the results’
- a *periodic questionnaire* about action implementation and **socio-economic impacts** (*key Performance Indicators*)

H2020 Art. 20 – Reporting and payments

b) a *periodic financial report* containing:

- an *individual financial statement* (Annex IV) for each beneficiary and each *linked* third party
- an *explanation of the use of resources* for each beneficiary and each *linked* third party (containing also information about sub-contracts and in-kind contributions)
- a *periodic summary financial statement* (Annex IV) created automatically by the electronic exchange system, consolidating the individual financial statements for the reporting period concerned and including — except for the last reporting period — the request for interim payment.

H2020 Art. 20 – Reporting and payments

In addition to the *periodic report*, [the final report] contains:

a) a *final technical report* with a summary for publication containing:

- an **overview of the results, their exploitation and dissemination** (including project website link, logo, photos, videos, diagrams, final version of the exploitation and dissemination plan, list of beneficiaries and contact persons)
- the **conclusions on the action**
- the **socio-economic impact of the action.**

H2020 Art. 20 – Reporting and payments

In addition to the *periodic report*, [the final report] contains:

b) a *final financial report* containing:

- a ***final summary financial statement*** (Annex IV) created automatically by the electronic exchange system and including the request for final payment
- a ***certificate on the financial statement*** (Annex V) for each beneficiary if it requests a total contribution of EUR 325,000 or more, as reimbursement of *actual costs* and *unit costs* calculated on the basis of its usual cost accounting practices.

H2020 Art. 20 – Reporting and payments

- ▶ In the financial statements, each beneficiary and each linked third party must state that:
 - information provided is complete, reliable and true
 - incurred costs are eligible
 - costs are adequately proved by records and supporting documents which can be produced on request during audits and investigations
 - with regard to the latest reporting period, all incomes of the action have been declared

Art. 20 – Non-compliance of reports

- ▶ As a consequence of non-compliance of the reports concerning obligations indicated in the Grant Agreement, the Commission may **suspend payments**.
- ▶ The Commission **may terminate** the contract if the Coordinator fails to comply within 30 days from the formal request sent by the Commission.

Art. 21 Payments

- ▶ Payments are due to the coordinator in the following ways:
 - a pre-financing payment within 30 days from the starting date of the action or from the entry into force of the Agreement (usually up to 100% of the grant average indicated in the budget for each period)
 - 5% of the maximum grant amount is retained by the Agency from the pre-financing payment and transferred into the 'Guarantee Fund'
 - interim payment to reimburse eligible declared costs within 90 days from receiving the periodic report; interim payment is subject to the approval of the periodic report
 - the pre-financing payment + interim payments must not exceed the limit of 90% of the maximum grant amount

Art. 21 Payments

- Final payment to reimburse eligible declared costs within 90 days from receiving the final report; final payment is subject to the **approval** of the final report
- Refund of the 5% guarantee fund deduction at the time of the final payment

Payment may be subject to compensation if the beneficiary is in debt with the Commission, an executive agency or a joint venture.

Art. 21 Payments

- ▶ Payments will be made on the coordinator bank account as indicated in the Grant Agreement
- ▶ Payments made to the coordinator absolve the Commission from any obligation also toward other beneficiaries
- ▶ The coordinator must distribute the payments between the beneficiaries without unjustified delay (unless otherwise agreed in the Consortium Agreement)
- ▶ Pre-financing may however be distributed only if the minimum number of beneficiaries set out in the call have acceded to the Agreement and only to beneficiaries that have acceded to the Agreement

Checks, review, audits & investigation

- ▶ Art. 22 - *Checks, review, audits and investigation*
 - The Commission will — during the action implementation or afterwards — check the proper action implementation and compliance with the obligations under the Agreement.
 - For this purpose, the Commission may be assisted by external subjects and it may also request additional information, which must be accurate, precise, complete and in the requested format.
 - The Commission may — during the project and within 2 years after the final payment — carries out reviews (mainly of technical nature) and audit (mainly of financial nature).

Checks, review, audits & investigation

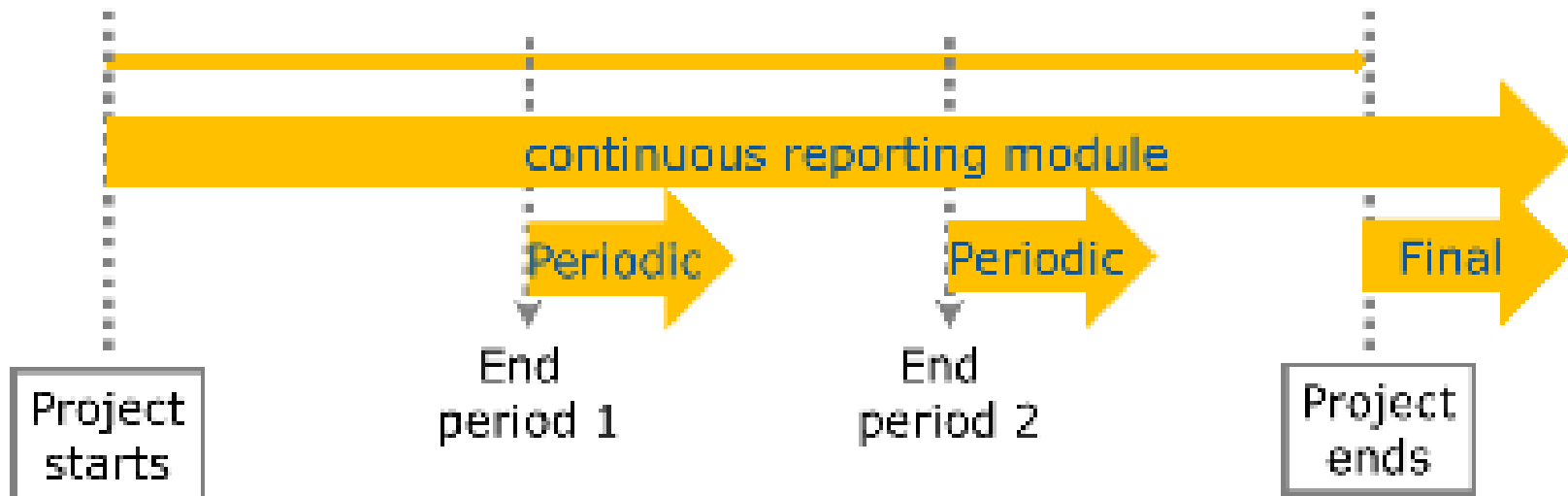
- ▶ Art. 22 - *Checks, review, audits and investigation*
 - The reviews consist of in-depth examinations (often done with the help of independent experts) of the progress of the action.
 - Audits carried out by EC officials, or persons appointed by it, end with a *draft audit report* against which beneficiaries can make their counter-arguments within 30 days.
 - Further investigations may be carried out by The European Anti-Fraud Office (OLAF) and the European Court of Auditors (ECA).

Interim and final evaluation

- ▶ Art. 23 - *Interim and final evaluation of the impact of the action*
 - The EC may carry out interim and final evaluations of the actions for the monitoring and evaluation of the Horizon 2020 Framework Programme implementation (within 5/3 years after the final payment)
 - These evaluations will not have effect on the grant and they are based on performance indicators specified in the Horizon 2020 Specific Programmes
 - Normally, the tool used for these evaluations is the questionnaire

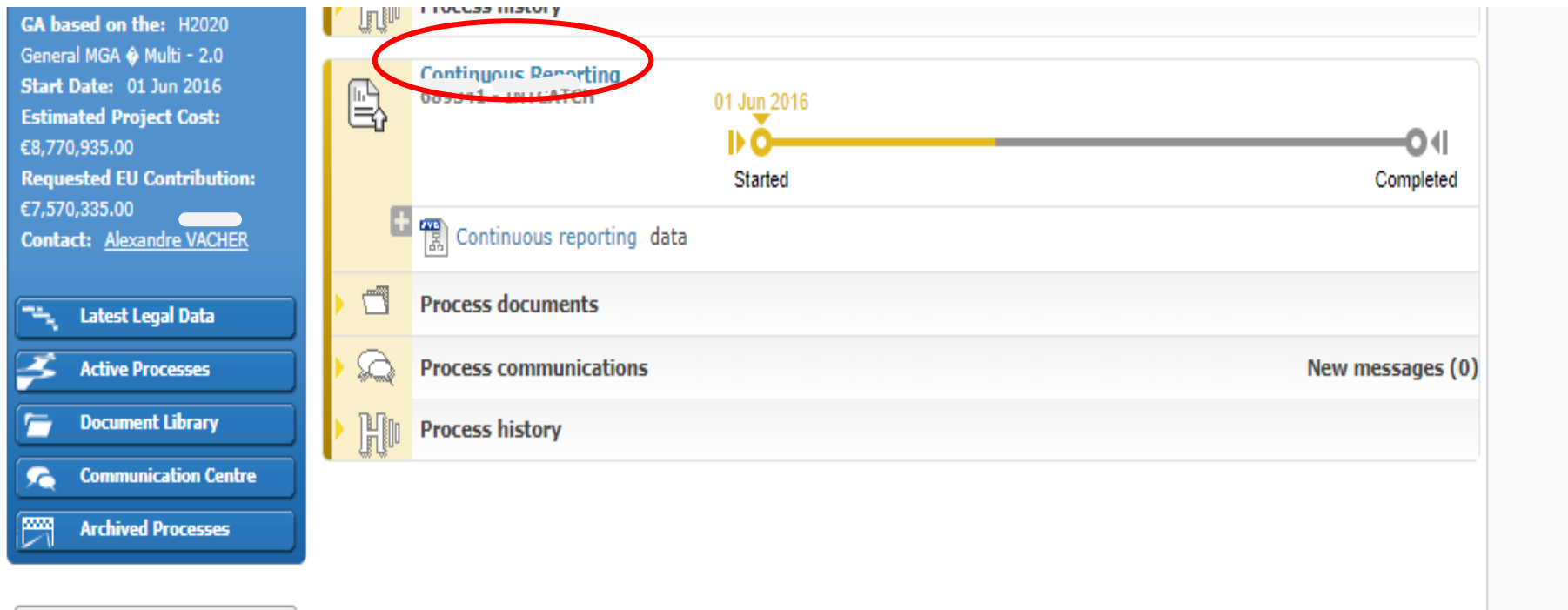
Reporting in H2020

- *Continuous reporting module*
- *Periodic reporting module*



Continuous reporting






- ▶ SyGMA is the only entry point for Continuous reporting.



The screenshot displays the SyGMA user interface. On the left is a blue sidebar with project details and navigation buttons. The main area shows a 'Process history' table with a row for 'Continuous Reporting' circled in red. This row includes a progress bar indicating the process started on 01 Jun 2016. Below the table is a list of process-related items.

GA based on the: H2020
General MGA: Multi - 2.0
Start Date: 01 Jun 2016
Estimated Project Cost: €8,770,935.00
Requested EU Contribution: €7,570,335.00
Contact: [Alexandre VACHER](#)








Navigation Buttons:
 Latest Legal Data
 Active Processes
 Document Library
 Communication Centre
 Archived Processes

Process history	
	Continuous Reporting 009941 - 101164701 01 Jun 2016 Started Completed
	Continuous reporting data
	Process documents
	Process communications New messages (0)
	Process history


Continuous reporting

- ▶ The following sections are to be completed:
 - ▶ *Summary for publication*
 - ▶ *Deliverables Table*
 - ▶ *Milestones Table*
 - ▶ *Critical risks*
 - ▶ *Publications*
 - ▶ *Dissemination*
 - ▶ *Patents (IPR)*
 - ▶ *Innovation*
 - ▶ *SME Impact*
 - ▶ *Open Data*
 - ▶ *Gender*
 - ▶ *ABS Legislation*

Continuous reporting

Grant Management									
689341 (INTCATCH)	IA	Summary for publication	Deliverables Ethics, DMP, Other Reports	Milestones	Critical Risks	Publications	Disseminat...	Patents (IPR)	Ir
 THE FRAMEWORK PROGRAMME FOR RESEARCH AND INNOVATION HORIZON 2020 Call: H2020-WATER-2014-2015 Topic: WATER-1b-2015 Unit: EASME/B/01									

Summary for publication

 The summary for publication should be written as a "stand-alone" text, in a language easily understandable by a broader public and must not contain an

▼ **Summary of the context and overall objectives of the project (For the final period, include the conclusions of the action)**

This section should include information on:

- What is the problem/issue being addressed?
- Why is it important for society?
- What are the overall objectives?

Water is the fundamental element to the health and wellbeing of the human population and the environment. Under present legislation, both in the EU and in many other countries, monitoring information and doing so under existing approaches requires analysis of large numbers of samples for many chemicals. In Europe, more than 1000 chemicals are monitored in water. Improving quality of life. It is this disparity between the expense of assessing water quality, and failure to reach the highest quality in our rivers and lakes.

INTCATCH will deliver innovation in water quality monitoring to take on many of the challenges faced in improving water quality in our rivers and lakes. It will do this by developing efficient, user-friendly water monitoring strategies and systems based on innovative approaches to manage the pollution pressures that remain as the improvements to the environment progress in the future, moving the water and environmental monitoring from a reactive to a proactive approach. The approach will focus on engaging stakeholders, communities and citizens in assessing the data available to local people will enable more effective control over water quality.

The aim of INTCATCH is to use innovative monitoring tools to increase the involvement of stakeholders, and use citizen science, to help improve water quality towards local environmental justice. The specific objectives of the project are related to affordable technologies, products and tools that will be developed. The overall cost savings compared with conventional monitoring approach.

Continuous reporting

▼ Progress beyond the state of the art, expected results until the end of the project and potential impacts (including the socio-economic impact and the wider societal implications of the project so far)

The INTCATCH project is about innovation and demonstration, in relation to water management at both the local and catchment scale. A range of tools are being developed as part of the project, which include a decision support system, data collection, storage, retrieval and visualisation tools, along with water quality monitoring systems. Approaches to monitoring will demonstrate robotic and autonomous boats, a mobile genomics laboratory and sensors for metals and pesticides. The project has also installed a state of the art treatment system, with activated carbon and UV-light, on a combined sewer discharge outlet (Figure 1).

The progress beyond state of the art is in integrating these tools within a framework of engaging stakeholders, including citizen scientists and enabling them to become involved in water quality monitoring. The mobile app, developed for engagement of citizens, is shown in Figure 2. The toolkit, with the decision support system, will focus on developing effective monitoring strategies and where appropriate, interventions to improve water quality.



It is expected that validation activities on urban rivers in London, rural rivers in East Anglia (UK) and on Lake Garda (Italy) will allow effective strategies for using tools to be developed throughout 2018. Further demonstration activities in Spain (the River Ter) and Greece (Lake Yliki) will show the effectiveness of the approach and allow development of the final business plan to sell products and expertise to stakeholders. To date the project has engaged a range of stakeholders and citizen scientists, and has assessed the requirements for monitoring which have informed on tools being made available on the boat platforms.

Images can be uploaded (prototypes, websites, etc...)

▼ Address (URL) of the project's public website

<http://www.intcatch.eu/>


▼ Images attached to the Summary for publication

Image Name	Image Description	Actions
Summary_Figure 1.jpg	Installation of the CSO treatment system at Villa Bagatta, Italy	
Summary_Figure 2.jpg	The INTCATCH mobile app	

 Upload

Validate

Continuous reporting



Grant Management

Project Continuous Report

727277 (ODYSSEA) RIA

THE EUROPEAN PROGRAMME FOR RESEARCH AND INNOVATION

HORIZON 2020

Call: H2020-BG-2016-2017

Topic: BG-12-2016

Unit: REA/B/02

Summary for publication

Deliverables Ethics, DMP, Other Reports

Milestones

Critical Risks

Publications

Disseminat...

Patents (IPR)

Innovation

SME Impact






Open Data

Gender






ABS Regulation

Deliverables, Ethics, DMP, Other Reports

For each Deliverable, a single file (max 52MB) can be uploaded


WP No	Del Ref. A	Del No	Title	Description	Lead Be	Mature	Disseminat	Est. Del. Date	Receipt Date	Approval Date	Status	
WP1	D1.1	D1	H - Requirement No. 1	-Details on the procedures and criteria that wi...	DUTH	Ethics	Confident	30 Nov 2017	30 Nov 2017		Submi...	
WP1	D1.2	D2	POPD - Requirement No. 2	- Copies of opinion or confirmation by the comp...	DUTH	Ethics	Confident	30 Nov 2017	30 Nov 2017		Submi...	
WP2	D2.1	D3	Establishment of ODYSSEA Model Ct	Model Observatories	DUTH	Other	Confident	31 Oct 2017	31 Oct 2017		Submi...	
WP2	D2.2	D4	End-users needs & requirements pe	End-users needs & requirements per Observatory	DUTH	Report	Confident	31 Jan 2018	31 Jan 2018		Submi...	
WP2	D2.3	D5	Specifications for monitoring & moc	Specifications for monitoring & modelling per O...	DUTH	Other	Confident	31 May 2018			Pending	
WP2	D2.4	D6	Plugins for data transfer and intero	Plugins for data transfer and Intercommunication	DUTH	Other	Confident	31 Jul 2018			Pending	
WP3	D3.1	D7	ODYSSEA platform architecture guic	ODYSSEA platform architecture guidelines	HIDRO	Other	Confident	31 Jan 2018	31 Jan 2018		Submi...	
WP3	D3.2	D8	Data Management Plan for collecte	Data Management Plan for collected data	HIDRO	OROP: Op	Public	30 Apr 2018	30 Apr 2018		Submi...	
WP3	D3.3	D46	Updated Data Management Plan for	Updated Data Management Plan for collected data	HIDRO	OROP: Op	Public	30 Nov 2018			Pending	
WP4	D4.1	D9	Report: Experimental operation of i	Report: Experimental operation of models per Ob...	FORTH	Report	Confident	30 Nov 2018			Pending	
WP4	D4.2	D10	Report of models validation results	Report of models validation results in each Obs...	FORTH	Report	Confident	31 May 2020			Pending	
WP4	D4.3	D11	Report on operational models demc	Report on operational models demonstration and ...	FORTH	Report	Confident	30 Nov 2020			Pending	
WP4	D4.4	D12	Report platform modelling module	Report platform modelling module operation & ma...	FORTH	Report	Confident	30 Nov 2021			Pending	
WP4	D4.5	D47	Report on data harmonization	Report on data harmonization	FORTH	Report	Confident	30 Apr 2021			Pending	

Continuous reporting

Est. Del. Date (Receipt Date	Approval Date	Status	
31 Dec 2017			Pending	
31 Dec 2018			Pending	
31 Dec 2018			Pending	
31 Dec 2018			Pending	
31 Dec 2019			Pending	

Continuous reporting

689341 (INTCATCH)
IA



Call: I G2020-WATER-2014-2015
Topic: WATER-16-2015 Unit: EASME/B/02

Summary for publication

Deliverables Ethics, DMP, Other Reports

Milestones

Critical Risks

Publications

Disseminat...

Patents (IPR)

Innovation

SME Impact

Open Data

Gender

ABS Regulation

Milestones

SAVE

Number	Name	Lead Beneficiary	Delivery Date (annex I)	Achieved	Delivery Date (actual)	Comments
1	Consortium agreement	UBERLIN	01 Jul 2016		20 iug 2016	Documentary evidence of M51 - Document signed by
2	Innovative monitoring strategies	ESAL	01 Jun 2017		31 mag 2017	Documentary evidence of M52 Innovative Monitoring
3	Heavy metal sensors	KN2	01 Aug 2017		31 iug 2017	Documentary evidence of M53 - Sensors provided to BORJ
4	Installation of CSO treatment system	AGS	01 Feb 2018		26 gen 2018	Documentary evidence of M54 - Installation of CSO treatment system - system installed and operational, is
5	Water quality model is completed	TECHNITAL	01 Feb 2018		29 gen 2018	Documentary evidence of M55 - Water Quality Model is
6	Boat control fully operational	UNIVR	01 Jun 2018		23 mag 2018	Documentary evidence of M56 Boat control fully
7	First application of boats in Spain and C	UVIC - UCC	01 Oct 2018			
8	DSS tool is fully operational	TECHNITAL	01 Mar 2019			
9	Review of demonstration activities	UVIC - UCC	01 Jun 2019			
10	Full INTCATCH product demonstration	DS CIC	01 Aug 2019			

Continuous reporting

689341 (INTCATCH)
IA
HORIZON 2020
Call: H2020-WATER-2014-2015
Topic: WATER-1b-2015
Unit: EASME/ER102

Summary for publication
Deliverables, Ethics, DMP, Other Reports
Milestones
Critical Risks
Publications
Dissemination
Patents (IPR)
Innovation
SME Impact
Open Data
Gender
ABS Regulation

Critical Risks

Foreseen Risks (Annex-I)

Number	Description	Work Package No.	Risk Mitigation Measures	State of the Play Reference Reporting Period	State of the Play Mitigation Measures Applied	State of the Play Risk Materialized	State of the Play Comments	Actions
1	2.1 Robust set of indicators to be applicable independent from the physico-chemical state of the water	2, 3, 6 ...	Indicator sets to monitor water quality will be tailor made. A list of indicator sets for different water quality parameters will be developed.	1	Yes	No		
2	2.2 Pressure assessment does not identify parameters of concern, or cannot describe hydrological pressure	2, 10, 11 ...	The process of assessment will be developed based on the statutory River Basin Planning	1	Yes	No		
3	3.1 Integration of microfluidics from ICN2	3, 4, 8 ...	Data connection/data recording to existing systems (GO-SYS), issues regarding automatic data recording	1	Yes	No		
4	3.2 Magnetic nano-particle sensors working in the laboratory do not work in the field	3, 4, 8 ...	Testing will use samples from a number of sites to cover possible interferences. Communication with stakeholders	1	No	No		
5	3.3 Sampling interferences for the DNA-based technology	3, 4	A series of filters which progressively remove water impurities will be implemented. Mitigation measures	1	Yes	No		

Unforeseen Risks


Number	Date the Risk was added	Description	Work Package No.	Risk Mitigation Measures	State of the Play Reference Reporting Period	State of the Play Mitigation Measures Applied	State of the Play Risk Materialized	State of the Play Comments	Actions
U1	12 Dec 2017	Movement of established INTCATCH consortium members to other positions	1, 2, 3 ...	Where possible we will try to ensure continuous involvement of existing INTCATCH members	1	Yes	Yes		
U2	12 Dec 2017	Stakeholder engagement is not adequately co-ordinated.	1, 2, 10 ...	Probability of this is low but may impact on interest of the stakeholder's concern					
U3	12 Dec 2017	Implementation of DSS - objectives and goals, also set of rules, not clear and appropriate	6						
U4	12 Dec 2017	DSS not applicable to different environments	6						
U5	12 Dec 2017	Partners have diverse aims for developing technologies	11						

Which risks foreseen in the proposal have actually taken place?

Continuous reporting

689341 (IMT-CATCH)

IA



Call: H2020-WATER-2014-2015

Topic: WATER-1b-2015

Unit: EASHE/S/02

Summary for publication

Deliverables (Ethics, DMP, Other Reports)

Milestones

Critical Risks

Publications

Dissemination

Patents (IP)

Innovation

SME Impact

Open Data

Gender

ABS Regulation

Publications

☐ This project does not currently have any scientific publication

Suggested publications from OpenAIRE (5 publications)














☐ Include previously discarded publications

No.	Type	Title	Authors	Title of the Journal/Proc./Book	Date of Acceptance	DOI	Repository Link	Action
1	Chapter in a Book	Fast and Power-Efficient Embedded Software Implementation of Digital Image	Aldegheri, S.; Biorzi, D. D.; Blum, J. J.; Bomicie	ISBN: 978-3-315-67360-8	05/11/2017	10.1007/978-3-315-67360-8_9		X
2	Publication in C	Biotransformant nanopaper for the fast screening of toxic substances	Uls, Jie; Bregua, José Francisco; Morales-Huenda		01/01/2017			X
3	Publication in C	Path efficient level set estimation for mobile sensors	Bottarelli, Lorenzo; Blum, Jason; Bloega, Manue	Proceedings of the Symposium on Applied Computing - SAC '17	01/01/2017	10.1145/3019612.3019707		X
4	Article in Journals	Graphene-based biosensors: going simple	Morales-Huenda, Eden; Baptista-Pires, Luis; Zai		01/01/2017	10.1002/adma.201604905		X
5	Article in Journals	Interacting with team oriented plans in multi-robot systems	Farinelli, Alessandro; Raetzsch, Massimo M.; Wan	Autonomous Agents and Multi-Agent Systems	24/08/2016	10.1007/978-3-319-43444-9		X

Project publications (21 publications)

No.	Type	Title	Authors	Title of the Journal/Proc./Book	Number, date or freq. of the Journal/Proc./Book	DOI	Repository Link	Action
1	Publication in C	Fast and Power-Efficient Embedded Software Implementation of Digital Image	S. Aldegheri, D. D. Biorzi, J. J. Blum, M. Bomicie	Field and Service Robotics		10.1007/978-3-315-67360-8_9		X
2	Publication in C	Path efficient level set estimation for mobile sensors	Lorenzo Bottarelli, Jason Blum, Manuele Bloega	Proceedings of the Symposium on Applied Computing - SAC '17		10.1145/3019612.3019707		X
3	Article in Journals	Interacting with team oriented plans in multi-robot systems	Alessandro Farinelli, Massimo M. Raetzsch, Nicol	Autonomous Agents and Multi-Agent Systems	31/2	10.1007/978-3-319-43444-9		X
4	Publication in C	Oriented-based path selection for mobile sensors	L. Bottarelli, M. Bloega, J. Blum, M. Bomicie, A	CEUR Workshop Proceedings	1834			X
5	Chapter in a Book	Skeleton-Based Oriented-based Path Selection	L. Bottarelli, M. Bloega, J. Blum, A. Farinelli	Frontiers in Artificial Intelligence and	285	10.3233/978-1-61499-672-9-1250		X
6	Chapter in a Book	Using petri net plans for modeling UAV-UUV cooperative landing	A. Bertoloso, Muri Raetzsch, A. Farinelli, R. Muroc	Frontiers in Artificial Intelligence and Applications	285	10.3233/978-1-61499-672-9-1700		X
7	Article in Journals	Paper strip embedded graphene quantum dots as a screening device with a smar	Rafael Alvarez-Esteban, Javier Crespo, Arben Merko	Scientific Reports	7/1	10.1038/s41598-017-01154-1		X
8	Publication in C	Innovative monitoring tools for the future implementation of the EU water fra	S. Marcheggiani, M. Carere, O. Tcherevinski	Abstract Book MESAC Conference				X
9	Publication in C	IMT-CATCH: Development and application of novel, integrated tools for monitor	L. Parsons, J. Parsons, M. Carere, M.D. Schmeide	Society of Environmental Toxicology and Chemistry, Proceeding				X
10	Publication in C	Paper-based biosensors for diagnostics	Arben Merko	2nd Microfluidics Congress				X

Continuous reporting


689341 (INTCATCH)	IA	Summary for publication	Deliverables Ethics, DMP, Other Reports	Milestones	Critical Risks	Publications	Disseminat...	Patents (IPR)	Innovation	SME Impact	Open Data	Gender	ABS Regulation
	INFORMATION PROGRAMME FOR RESEARCH AND INNOVATION												
Call: H2020-WATER-2014-2015	Unit: EASME/8/02												
Topic: WATER-1b-2015													

Dissemination & Communication Activities

Specify the total funding amount used for Dissemination and Communication activities linked to the project

Total Funding Amount

52,500.00 €

Specify the number of Dissemination and Communication activities linked to the project 

for each of the following categories

Organisation of a Conference

0

Organisation of a Workshop

7

Press release

20

Non-scientific and non-peer-reviewed publication (popularised publication)

0

Exhibition

0

Flyer

2

Training

0

Social Media

4

Website

1

Communication Campaign (e.g. Radio, TV)

3

Participation to a Conference

18

Participation to a Workshop

20

Participation to an Event other than a Conference or a Workshop

14

Video/Film

9

Brokerage Event

0









Pitch Event

0

Trade Fair

1


Continuous reporting

Grant Management								
689341 (INTGATCH) IA  THE FRAMEWORK PROGRAMME FOR RESEARCH AND INNOVATION HORIZON 2020 Call: H2020-WATER-2014-2015 Topic: WATER-1b-2015 Unit: EASME/B/02		Summary for publication	Deliverables Ethics, DMP, Other Reports	Milestones	Critical Risks	Publications	Disseminat...	Patents (IPR)
								

Patents (IPR)


☒ This project does not have any Registered Intellectual Property Right yet

Continuous reporting


Grant Management

Project Continuous Report

689341 (INTCATCH)
IA



Call: H2020-WATER-2014-2015
Topic: WATER-1b 2015 Unit: EASME/EB/02

Summary for publication	Deliverables Ethics, DMP, Other Reports	Milestones	Critical Risks	Publications	Dissemination	Patents (IPR)	Innovation	SME Impact	Open Data	Gender	ABS Regulation
✓	i	i	✓	✓	✓	✓	✓	✓	i	✓	i

Innovation

Does the project include the following activities and, if so, how many of each? [i](#)

Prototypes	8
Clinical Trials	0
Testing Activities (Feasibility/Demo)	6

Will the project lead to launching one of the following into the market? [i](#)
 (please tick all relevant boxes)

How many private companies in your project have introduced or are planning to introduce innovations?
 (within the project lifetime or 3 years thereafter)

Companies introducing innovation(s) new to the market:	4
How many of these are SMEs?	2
Companies introducing innovation(s) new to the company:	0
How many of these are SMEs?	0

☒ New product (goods or services)
 ☒ New process
 ☒ New method

Continuous reporting

Project Continuum Report

Management

2020

Summary for publication

Deliverables, Ethics, DMD, Other Reports

Milestones

Critical Risks

Publications

Dissemination

Patents (IPR)

Innovation

SME Impact

Open Data

Gender

ABS Regulation













Save

the impact of H2020 Programme on growth and job creation in participating SMEs
on turnover of the company and number of employees (only for SME participants)

add related SME data

SME Name	Financial year accounts	Type of data entry	Turnover	No. of Employees	Actions
ALGORITHMICA SRL	31/12/2015	Beginning of Project	265,462.00 €	6	
	31/12/2016	Accountability Period	256,380.00 €	6	✗
AZIENDA GARDESANA SERVIZI SRL	31/12/2015	Beginning of Project	20,811,285.00 €	66	
	31/12/2016	Accountability Period	24,890,757.00 €	66	✗
DOWNSTREAM SOLUTIONS CIC	01/06/2016	Beginning of Project	40,000.00 €	3	
	10/12/2017	Accountability Period	70,000.00 €	3	✗
ENVIRONMENTAL SUSTAINABILITY ASSOCIATES LIMITED	01/06/2016	Beginning of Project	191,000.00 €	1	
	11/12/2017	Accountability Period	267,615.00 €	1	✗
GO SYSTEM-ELEKTRONIK GMBH	31/12/2015	Beginning of Project	2,290,000.00 €	19	
	31/12/2016	Accountability Period	2,951,000.00 €	18	✗


Continuous reporting

Grant Management				Project Continuous Reporting										
689341 (INTCATCH) IA  Call: H2020-WATER-2014-2015 Topic: WATER-1b-2015 Unit: EASME/B/02				Summary for publication 	Deliverables Ethics, DMP, Other Reports 	Milestones 	Critical Risks 	Publications 	Dissemination 	Patents (IPR) 	Innovation 	SME Impact 	Open Data 	General Information 


Open Data

☒ This project does not currently have any Open Dataset

Continuous reporting


Grant Management

Project Continuous Report

689341 (INTCATCH) IA


Call: H2020-WAIVER-2014-2015
Topic: WATER-16-2015 Unit: EASWE/B/02

Summary for publication

Deliverables (Ethics, DPIA, Other Reports)

Milestones

Critical Risks

Publications

Disseminat...

Patents (PR)

Innovation

SME Impact

Open Data

Gender

AIS Regulation

Gender

Gender of researchers and other workforce involved in the project

Please note that:


- The 'researchers' count must include researchers at all levels, incl. postdocs and PhD students
- Figures must be provided in Head Count
- The count for a beneficiary should include the staff working for its Third Parties (if appropriate)

Beneficiaries	4	Number of female researchers	Number of male researchers	Number of females in the workforce other than researchers	Number of males in the workforce other than researchers	Total number of females in the workforce
1 - BRUNEL UNIVERSITY LONDON		1	2	2	0	3
2 - UNIVERSITA DEGLI STUDI DI VERONA		2	12	0	0	2
3 - FUNDACIO UNIVERSITARIA BALMES		4	2	1	0	5
4 - NATIONAL TECHNICAL UNIVERSITY OF ATHENS - NTUA		1	6	0	1	1
5 - TECHNICAL SPA		0	0	2	5	2
6 - ISTITUTO SUPERIORE DI SANITA'		1	1	0	0	1
7 - ΕΤΑΙΡΕΙΑ ΥΠΕΡΕΥΡΕΣ ΚΑΙ ΑΡΧΗΤΕΚΤΟΝΟΣ ΠΡΟΤΕΥΟΥΣΗΣ ΑΝΘΡΩΠΙΝΗΣ ΕΤΑΙΡΕΙΑ		2	2	0	0	2
8 - GEORG AUGUST-UNIVERSITÄT GÖTTINGENSTIFTUNG ÖFFENTLICHEN RECHTS		2	1	0	0	2
9 - UNIVERSITÄT FUER BODENKULTUR WIEN		1	2	1	2	2
10 - GO SYSTEM-ELEKTRONIK GMBH		0	4	0	0	0


Gender dimension in the project



Does the project include a gender dimension in research content? ☒ Yes ☐ No



Periodic reporting






Periodic reporting
#1 -period 12/04/2013 > 12/04/2014


12/04/2014




Scientific Report contribution




Financial Statements - IBM - 9574547454



Periodic Report #1 project N° 700300 - Project 700300 composition




Documents



Messages








Continuous project reporting
700300 - Project 700300


12/04/2013




Deliverables & Milestones & Risks updates & upload


Exploitation & Dissemination registration



Societal Implications report updates



Documents



Messages



Proposal Management & Grant Preparation
700300 - Project 700300

24/02/2014


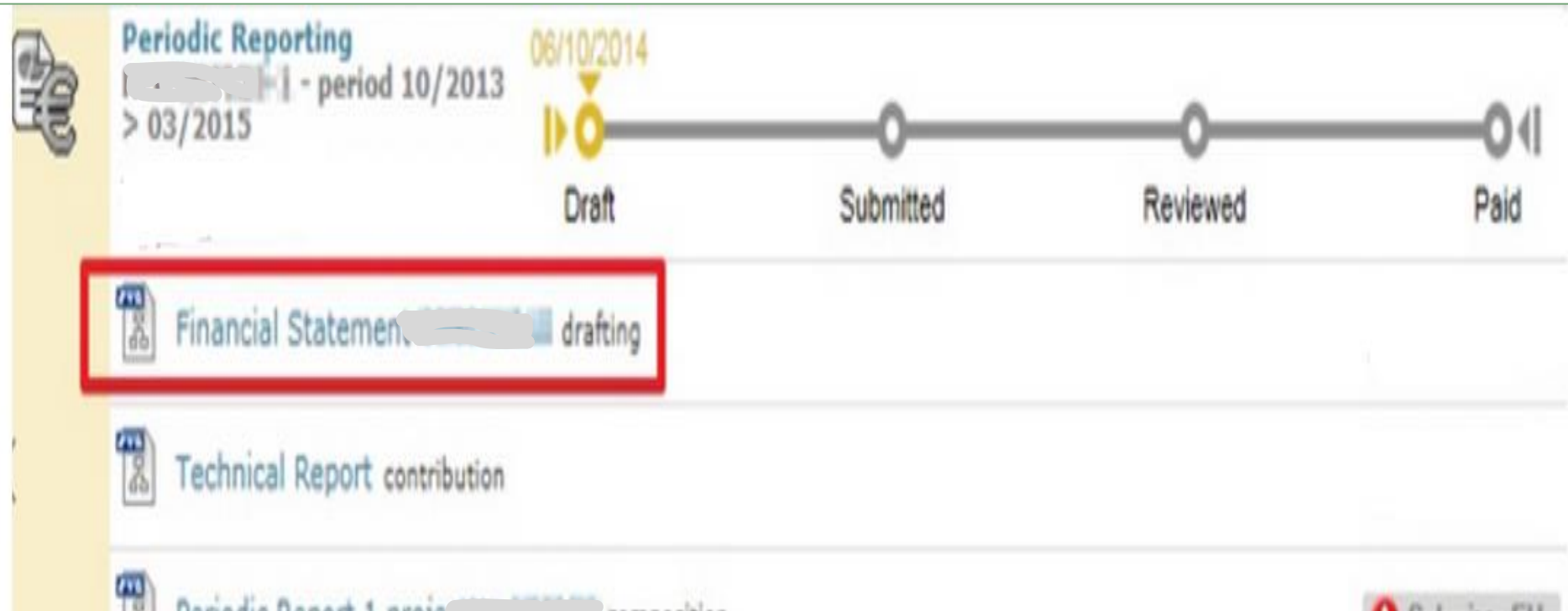

Documents


Messages

Periodic reporting

Grant Management		Project Periodic Report						
Project: 55555-ABC R&I project HORIZON 2020 Period No: 1 Duration (months): 3 Reporting Period : [01/03/2014 - 01/01/2015]		Publishable Summary 	Report Core 	Deliverables 	Milestones 	Critical Risks 	Genders 	Financial Statements 

Financial Reporting



Financial Reporting

Financial Statement

 SAVE

Financial information from contact


No contribution requested?





☐ Yes ☒ No

Financial Statements

Period	Adjustment	Requested Contribution
10/06/2012 - 09/12/2013 (Period No '1')	No	0.00 €

Financial Statement for period '1' (10/06/2012 - 09/12/2013)

Eligible costs: 

Cost Category	Total	Actions
a) Direct personnel costs declared as actual costs	0.00 €	
b) Direct personnel costs declared as unit costs (average costs)	0.00 €	
d) Direct costs of subcontracting	0.00 €	
e) Direct costs of providing financial support to third parties	0.00 €	
f) Other direct costs	0.00 €	
h) Indirect costs (= 0.25 * (a + b + f + o))	0.00 €	
j) Total costs (= a + b + d + e + f + h)	0.00 €	
m) Maximum EU contribution (100%)	0.00 €	
n) Requested EU contribution	0.00 €	
z) Requested EU contribution eligible for CFS	0.00 €	

Project changes & amendments

- ▶ **Can we make changes to the project?**
- ▶ **What can be changed? And how?**
- ▶ **Roles in the amendment**
- ▶ **Do not rely too much on amendments as the funder may not be in favor**
- ▶ **Ex. H2020**

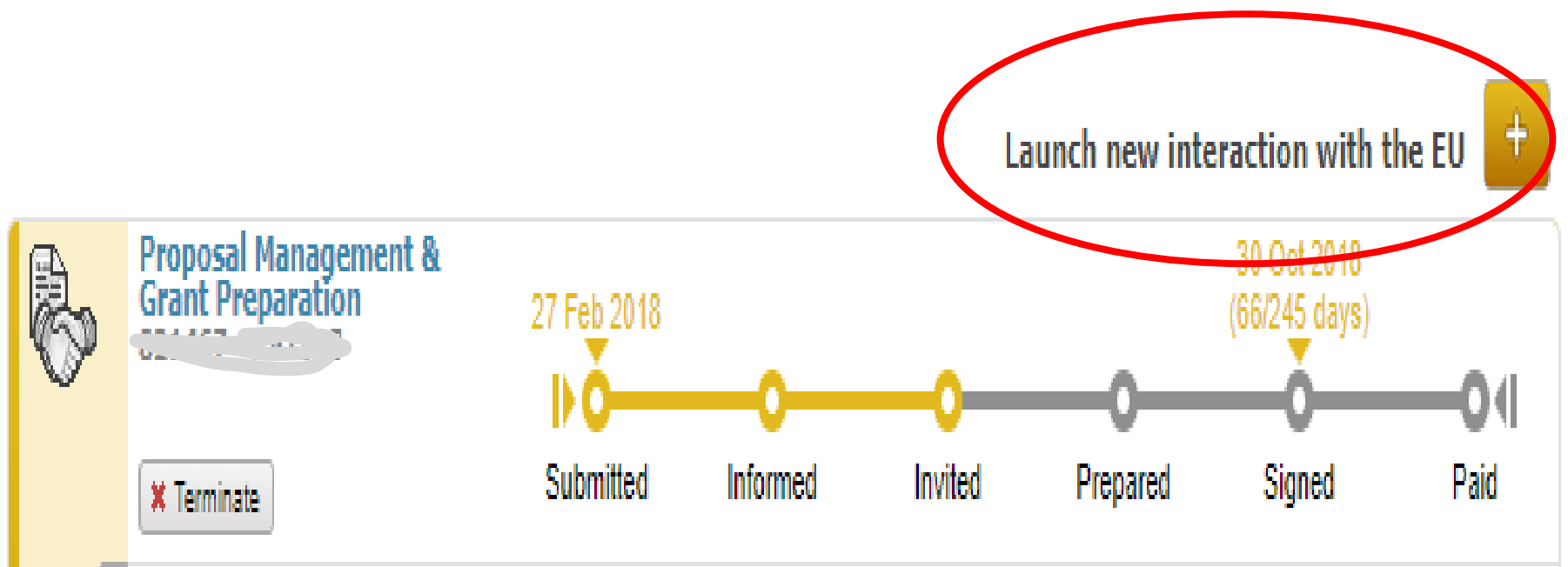
Project changes & amendments

- ▶ It is normally possible to make changes to the project as long as the fundamental traits on which it was evaluated are not changed (e.g. specific eligibility criteria, nationality of partners, objectives, etc).
- ▶ Funding agencies accept normally two typologies of changes:
 1. Changes which have a limited effect on the action: this kind of changes are subject to an «information» procedure (i.e. the Coordinator informs the funding agency on behalf of the concerned partner; the funding agency assesses the request; the change can be implemented. Sometimes it is also possible to report the change during the reporting session)
 2. Changes which have a substantial effect on the action: for this kind of changes, a formal amendment to the contract is requested.


Amendments in H2020

- ▶ Should a request for amendment be needed during the implementation of the project, it is possible to launch it via SyGMA.
- ▶ Amendment requests can be launched directly and autonomously by the Consortium. However, it is always advisable to inform before the Project Officer.

Amendment




Amendment


Grant Management

Amendments of Grant Agreement Data

ncipprob (EX)

95 (BeFOre)
MSCA-RISE



Reference: AMD-645595-23
Type: CR (Consortium Requested)

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Partner Organisation...

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Amendment Information

Number:

(number will be automatically assigned as soon as the amendment is signed by both parties)

Reference:

AMD-645595-23

Type:

CR (Consortium Requested)

Justification:

During the Mid Term Review, the EC Officer suggested to include in the Consortium two new organisations to make eligible some secondments performed by the beneficiary SUPAGRO (FR). SUPAGRO is part of a research net called UMR-AGAP, and sent in secondment some employees from two Institutions member of the UMR-AGAP:

- Institut National de la Recherche Agronomique (INRA) - Montpellier
- Parc National Port Cros - Le Conservatoire Botanique National Méditerranéen de Porquerolles (CBNMed)

The inclusion of these two organisations into the Consortium it is not only useful to make eligible the above-mentioned secondments but also to provide the Project with the competences of the

EU signature date:

Date of entry into force:

Amendment clauses


	Business Refere	Description
<input type="checkbox"/>	AT1	Removal of beneficiaries due to their non-accession to the GA
<input type="checkbox"/>	AT2	Removal of a beneficiary whose participation was terminated
<input checked="" type="checkbox"/>	AT3	Addition of a new beneficiary
<input type="checkbox"/>	AT4	Change of beneficiary due to partial takeover
<input type="checkbox"/>	AT5a	Removal of a linked third party
<input type="checkbox"/>	AT6a	Addition of a linked third party



Validate

Amendment

	Business Refere	
<input type="checkbox"/>	AT1	Removal of beneficiaries due to their non-accession to the GA
<input type="checkbox"/>	AT2	Removal of a beneficiary whose participation was terminated
<input checked="" type="checkbox"/>	AT3	Addition of a new beneficiary
<input type="checkbox"/>	AT4	Change of beneficiary due to partial takeover
<input type="checkbox"/>	AT5a	Removal of a linked third party
<input type="checkbox"/>	AT6a	Addition of a linked third party
<input type="checkbox"/>	AT8	Change of coordinator
<input type="checkbox"/>	AT9	Change of the option for 'authorisation to administer'
<input type="checkbox"/>	AT22	Change of the action's title and/or acronym
<input type="checkbox"/>	AT23	Change of the action's duration
<input type="checkbox"/>	AT24	Change of the action's starting date
<input type="checkbox"/>	AT25	Change of reporting periods

Amendment


SAVE


[Add New Beneficiary](#)

[Change Coordinator](#)


Status	ACTIONS
Active	
Active	→

Amendment


Grant Management

Amendments of Grant Agreement Data

645595 (BeFOre)
MSCA-RISE


HORIZON 2020

Reference: AMD-645595-23
Type: CR (Consortium Requested)

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General Information

Project Number	645595
Acronym	BeFOre
Title	Bioresources For Oliviculture
Duration	48
Topic	MSCA-RISE-2014
Call	H2020-MSCA-RISE-2014
Start date	01 feb 2015
	<input type="radio"/> The first day of the month after the entry into force of the grant agreement <input checked="" type="radio"/> A fixed starting date
Abstract	<p>The project aims at establishing a multi-lateral network of research and innovation staff active in olive exploitation, strengthening research capacities through the exchange of knowledge and expertise on a s</p> <p>Integrated common protocols to phenotype and characterize plants at molecular, morphological and ph</p>

Amendment

Grant Management

Amendments of Grant Agreement Data

MSCA-RISE

ERIZON 2020

45595-23

(um Requested)

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g Period No.	From Month	To Month	Duration	Start date	End date	Actions
1	1	24	24	01/02/2015	31/01/2017	
2	25	48	24	01/02/2017	31/01/2019	

+

Add New Period

Amendment

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MSCA-RISE

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Legal Name	PIC	Role	Legal Data	Financial Data	Lear Appoin.	Lear ext. mandate
CONSIGLIO NAZIONALE DELLE RICERCHE	999979500	CO				
MEDITERRANEAN AGRONOMIC INSTITUTE OF CHANIA	999884925	BEN				
INSTITUT NATIONAL D'ETUDES SUPERIEURES AGRONOMIQUES DE MONTPELLIER	999819644	BEN				
UNIVERSITA DEGLI STUDI DI PERUGIA	999846319	BEN				
AGRICULTURAL UNIVERSITY OF ATHENS	999872218	BEN				
INSTITUTO ANDALUZ DE INVESTIGACION Y FORMACION AGRARIA PESQUERA ALIMENTARIA Y DE LA PRO	997591651	BEN				
CONFEDERAZIONE ITALIANA AGRICOLTORI REGIONALE UMBRIA	948388304	BEN				
SYNDESMOS BIOMHCHANON TYPOPOIHTON EXAGOGON ELAIOLADOY	940348653	BEN				
OPTIMUM QUALITY SL	972550131	BEN				
INSTITUT NATIONAL DE LA RECHERCHE AGRONOMIQUE	999993274	BEN				
PARC NATIONAL DE PORT-CROS	911579132	BEN				

Amendment


Grant Management

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645595 (BeFOre) MSCA-RISE
Reference: AMD-645595-23
Type: CR (Consortium Requested)

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Work Packages

+ Add Work Package

Number		Title	Lead Beneficiary	Start Month	End Month	Deliverables No.	Status	Actions
1	✓	Coordination	CNR	1	48	1, 2, 3 ...	Active	✕
2	✓	Molecular characterization of olive genetic resources	CNR	3	48	4, 5, 6 ...	Active	✕
3	✓	Physiological and phenotypic characterization of olive varieties	IFAPA	3	48	16, 17 ...	Active	✕
4	✓	Institutional Legal and bioethical Exploring - new possible sources of Funding for "BeFOre"	UNIPG	3	48	37, 38 ...	Active	✕
5	✓	Communication, Dissemination of results	CNR	1	48	45, 46 ...	Active	✕
6	✓	Ethics requirements	CNR	1	48	47, 48 ...	Active	✕
Total:								


Amendment


Grant Management

Amendments of Grant Agreement Data













nciprob (EXTERNAL)

645595 (BeFOre)
MSCA-RISE



Reference: AWD-645595-23
Type: CR (Consortium Requested)

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Documents
SAVE

Title	
▼ Amendment	ZIP
Amendment core	PDF
Amendment request letter	PDF
Grant Agreement Data Sheet	PDF
Annex 1 - Description of the action (part A)	PDF
Annex 1 - Description Of Action (part B)	
Annex 2 - Estimated budget for the action	PDF

Scegli file
Nessun file selezionato
Upload

Project closure

- ▶ As we have seen, a final report is requested.
- ▶ At the end of the project, the balance of the contribution is paid to the Coordinator.
- ▶ The funding agency requires a proof of the final distribution of funds.
- ▶ Some obligations continue also after the project end date (e.g. website to be kept online for some years; rights of the funding agency to carry out audits on financial and technical issues)

Eligibility of costs



Art. 6 Eligible and ineligible costs

- ▶ Costs may be eligible in one of the following forms:
 - actual costs
 - unit costs
 - flat rate costs
 - lump sum costs

Art. 6 Eligible and ineligible costs

	WP1	WP2	WP3	TOTAL BUDGET LINES
Staff costs	8.339,63	8.658,11	61.960,50	78.958,24
1RP	499,28	950,44	11.785,53	13.235,25
2RP	1.382,53	6.130,12	41.597,85	49.110,50
3RP	6.409,67	1.687,98	8.608,67	16.706,32
Remaining	48,15	- 110,43	- 31,55	93,83
Office and Administration costs	1.250,94	1.298,72	9.294,08	11.843,74
1RP	74,89	142,57	1.767,83	1.985,29
2RP	207,38	919,52	6.239,68	7.366,58
3RP	961,45	253,20	1.291,30	2.505,95
Remaining	7,22	- 16,56	- 4,73	14,07
Travel and accomodation costs	1.050,24	963,29	960,10	2.973,63
1RP	479,91	963,29	-	1.443,20
2RP			521,53	521,53
3RP	570,33		438,57	1.008,90
Remaining	-	-	-	-
External expertise costs	31.244,54	233,49	12.763,88	44.241,91
1RP	5.250,70			5.250,70

Art. 6 Eligible and ineligible costs

	Researcher unit cost in EUR person/month			Institutional unit cost in EUR person/month	
	Living Allowance	Mobility Allowance	Family Allowance	Research, training and networking costs	Management and indirect costs
Individual Fellowships	4,880	600	500	800	650

Art. 6 Eligible and ineligible costs

E. Indirect costs *[(not covered by Point F)]*

Indirect costs are eligible if they are declared on the basis of the flat-rate of 25% of the eligible direct costs (see Article 5.2 and Points A to D above), from which are excluded:

Art. 6 Eligible and ineligible costs



Actual costs

► **They must be:**

- real and not estimated;
- **incurred in the period of action implementation** (excepting costs relating to the arrangement of the final report);
- paid by the beneficiary;
- indicated **in the budget** (Annex 2);
- incurred **in order to achieve the objectives of the action** as described in Annex;
- **necessary**;
- **identifiable and verifiable**, in particular recorded in the beneficiary's accounts in accordance with the national accounting standards and with the beneficiary's usual cost accounting practices;
- **in accordance with the applicable national** tax law and labour and social security legislation

Actual costs

- ▶ They must be:
 - **reasonable, justified** and in accordance with the principles of **sound financial management** (“in line with good housekeeping practice when spending public money”);
 - **‘economical’** (minimizing the costs of resources while maximizing its quality);
 - **‘efficient’** (relating used resources to outputs expected from their employment).

Unit costs

- ▶ They must be calculated as follows:

$$\frac{\text{Amount per unit cost as defined in Annex II or as calculated in accordance with the beneficiary's usual cost accounting practices}}{\text{Number of actual units}}$$

- ▶ the number of actual units must be:
 - necessary for the action implementation;
 - used or produced during the action implementation;
 - identifiable and verifiable (appropriate recordings and documents are necessary).

Unit costs

- ▶ Some examples of *actual units used*: number of working hours for the action, number of tests performed, etc.
- ▶ An example of *actual units produced*: number of square meters for high-efficiency energy buildings
- ▶ Only personnel costs can be declared as unit costs on the basis of the beneficiary's usual cost accounting practices
- ▶ Other types of unit costs are defined by the EC in the Grant Agreement.

Unit costs

► Types of unit costs:

- SMEs owners/natural persons who do not receive a salary
- Direct personnel costs calculated on the basis of the beneficiary's usual cost accounting practices
- Particular categories of costs, such as:
 - ✓ costs for energy efficiency measures
 - ✓ access costs for providing trans-national access to research infrastructure
 - ✓ costs for clinical studies

Flat rate costs

- ▶ They must be calculated by applying the **percentage expected in the budget**
- ▶ Costs related to flat rate costs must be eligible.

Lump sum costs

- ▶ Eligible amount set out in Annex 2
- ▶ Related activities must have been implemented in accordance to Annex 1

Direct costs

- ▶ **Direct costs** are eligible costs directly linked to the action and therefore they can be directly attributed to it.
- ▶ They do not include any indirect costs
- ▶ They can be incurred:
 - exclusively for the action's objectives or
 - for a variety of projects

In the last case, they must be attributed to the action and directly calculated without the aid of a *driver* for their allocation.

Direct costs

- ▶ They include:
 - personnel costs
 - travel costs and subsistence allowances
 - costs of other goods and services
 - capitalised and operating costs of large research infrastructures
 - subcontracts
 - costs for providing financial support to third parties

Personnel costs

- ▶ Eligible personnel costs include:
 - basic salary, social security contributions and related taxes
 - complementary salary of:
 - ✓ general nature (13th month payment; allowance for hazardous work, night work and related risks; transportation allowance; etc.)
 - ✓ variable nature, paid for usual carried out activities, on the basis of objective conditions and if the amounts and the conditions are established by national law or in the employment contract and are in accordance with the internal regulations of the beneficiary.
- ▶ Teleworking may be accepted if:
 - it is a beneficiary's usual practice
 - the system allows identification and recording of worked hours.

Personnel costs

- ▶ They must be:
 - related to personnel working for the beneficiary under an employment contract or equivalent contract
 - assigned to the action (according to internal written instructions, organizational chart or other documented management decisions)
 - be limited to salaries (including parental leave), contributions, taxes
 - mandatory under national law or collective labour agreements
 - paid to the employee for his/her usual work, duties or tasks as defined in the employment contract
- ▶ Payments linked to tasks other than those covered by the basic remuneration are not eligible

Personnel costs

- ▶ In-kind benefits are eligible if they are justified and in conformity with the beneficiary's usual remuneration practices
- ▶ Personnel recruitment costs are not eligible
- ▶ PhD: costs related to the work on the action are eligible. Training activities are not eligible, if they are not foreseen in the action.

Personnel costs

New version 4.0 of AMGA:

- personnel works on the premises of the beneficiary (unless otherwise agreed, e.g. teleworking)
- the results of the work belong to the beneficiary
- the costs do not differ significantly from those of employees who perform similar tasks by the beneficiary
- the remuneration must be based on the hours worked and not on the results generated

PHD students

AMGA (vers. 2.1) page 51

“Remuneration of students working for the beneficiary under a scholarship, internship or other similar agreement (not employees) — like any personnel costs of students (including PhDs) – are eligible if they fulfil the conditions set out in Article 6. In this context, fellowships/scholarship are assimilated to salaries provided that:

- this remuneration complies with the application national law on taxes, labour and social security
- task assignment is in accordance with the laws in force in the establishment place of the beneficiary
- students have the necessary qualifications for the tasks performance in the context of the H2020 action.

Thus, if the agreement is training-oriented (i.e. aimed at helping the student to acquire professional skills) can NOT be charged to the grant.”

Special cases

- ▶ Reimbursement of costs for seconded personnel (not from third parties):
 - with “seconded personnel” is meant the temporary transfer of personnel
 - personnel involved is paid by the third party but carries out its activity in favor of the beneficiary and under its direction (but not necessarily by working on its premises).

Non-profit legal entities

- ▶ They can report **additional remuneration** for personnel assigned to the action if:
 - additional remuneration is linked to the action (personnel would not have received it, if the beneficiary had not participated to the action; e.g. additional remuneration based on the corporate performance)
 - it is paid to the researcher for additional work and expertise, when different as provided in the employment contract
 - it is foreseen by their usual personnel remuneration practices for similar activities, work and expertise.

Non-profit legal entities

- ▶ They can report **additional remuneration** for personnel assigned to the action if:
 - the criteria used to calculate additional remuneration is objective and generally applied by the beneficiary, regardless of the source of funding used
 - additional remuneration assigned at management's discretion is not eligible
 - there are the following **limits**:
 - ✓ EUR 8 000 FTE on the action
 - ✓ No FTE on the action, EUR 8 000 *pro rata*

Non-profit legal entity: a legal entity which by its legal form is non-profit-making or which has a legal or statutory obligation not to distribute profits to its shareholders or individual members

Non-profit legal entities

► Some examples:

- Additional remuneration for the role of project leader (YES)
- Additional remuneration for the role of First Assistant of an internal project (NO)
- An ordinary salary for teaching activities + additional remuneration for research activities (YES)
- An ordinary salary for research + additional remuneration for the role of 'principal investigator' in a ERC action (YES)
- An ordinary salary for laboratory research + additional remuneration for field research (YES)
- Additional remuneration for using English (NO)
- Additional remuneration for participating in EU funded or multi-partner actions (NO)

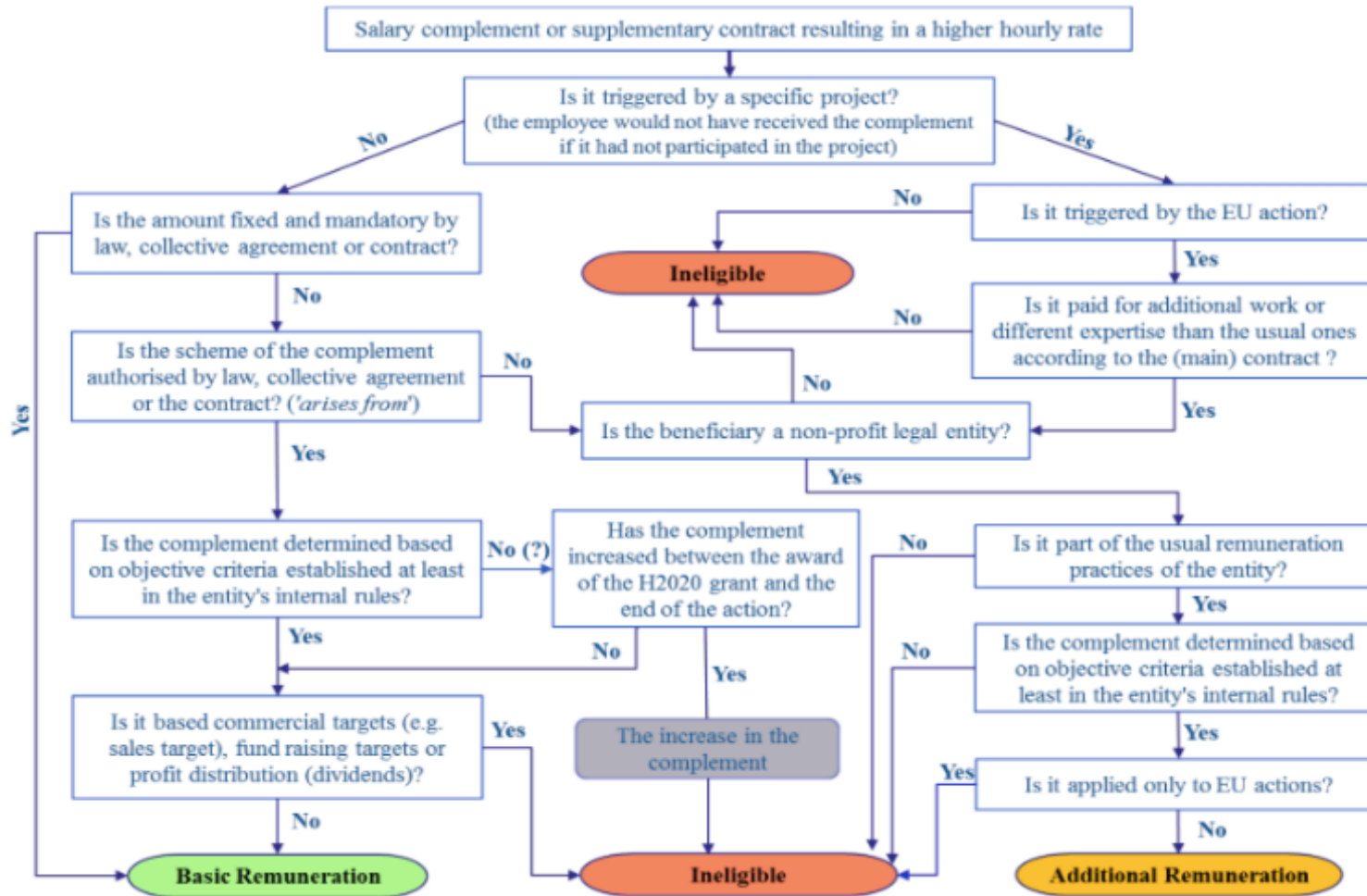
Non-profit legal entities

Supplementary contract

Whatever their form, they can provide for additional remuneration of personnel involved in the action, if

- it is the beneficiary's usual practice
- the beneficiary is a non-profit legal entity
- additional remuneration practice is authorized under national law
- under the above described conditions.

Non-profit legal entities



Specific cases

- ▶ SME owners not receiving a salary and natural persons who are beneficiaries in the Grant Agreement
 - must report on the basis of *unit costs* set out in Annex 2 multiplied by the actual hours worked in the action
 - the owner may be compensated through dividends, services contracts or forms of remuneration for which s/he can prove that the aim is to remunerate only the company's management activity (such forms of remuneration are not accountable)
 - the hourly rate is fixed by Commission Decision C(2013) 8197:

(Monthly living allowance for experienced researcher under individual Fellowship of MC actions (Euro 4.650) / 143) X (country specific correction coefficient / 100)
 - the total number of hours declared per year can not be higher than 1 720 hours.

Calculation of personnel costs

Hourly rate

x

Number of hours worked on the action

(identifiable and verifiable; they can not be higher than the annual productive hours minus the amount of hours declared in other EU grants)

+

Additional remuneration (for non-profit legal entities)

Hourly rate (actual costs)

Actual annual costs (excluding additional remuneration) of the last financial year covered by the reporting period concerned

Annual productive hours

Hourly rate (actual costs)

Monthly calculation

Actual monthly cost (including accruals)

Annual productive hours / 12

Records and supporting documentation for declared costs

Personnel costs

- ▶ The beneficiaries must keep *time records* to prove the number of declared hours
- ▶ The *time records* must be *in writing* (not electronic!), dated and approved by the personnel and their supervisors, with a minimum monthly frequency
- ▶ Timesheets must include:
 - title and number of the action
 - beneficiary's full name
 - full name, date and signature of the personnel working for the action
 - number of hours declared per day for the action
 - supervisor's full name and signature
 - a reference to action tasks or work package described in Annex 1
 - a description of carried out activities

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Travel costs

- ▶ Travel costs and related subsistence allowances, including taxes, duties and other related expenses (e.g. visa), are eligible if they are in line with the beneficiary's usual practices (missions regulation, labour national contract).



- travel costs must be necessary for the action
- they must be limited to the action duration (costs related to extensions are not eligible)
- *daily allowances* are eligible if included in the beneficiary's usual practice
- costs incurred both for internal personnel and for third parties, if foreseen in Annex I (e.g. experts who have to attend meetings), are eligible
- non-deductible VAT eligible

Travel costs

- the event must be linked to the action
- costs related to extensions of travel, for reasons which are not linked to the action, are not eligible

Equipment

General rules:

- ▶ Depreciation costs of equipment, infrastructure or other assets (new or second-handed) recorded in the beneficiary's accounts are eligible, in accordance with international accounting standards and the beneficiary's usual cost accounting practices
- ▶ Calculation of the depreciation amount must be made in accordance with the lifetime of the asset
- ▶ Renting and leasing costs are eligible, only if they do not exceed the depreciation costs in case of purchase and excluding financial charges
- ▶ Eligible costs for the equipment must be proportionate to the period of the action and its actual use

Equipment

Financial accounting:

- ▶ Even if the beneficiary's usual accounting practices and national law provide for the recording of the entire cost without depreciation procedures in the financial accounting, the eligible amount must be calculated on the basis of the amount used in the action and the lifetime of the asset
- ▶ Useful lifetime of the asset must be defined according to the beneficiary's practices or established by national tax regulations.

Equipment

- ▶ Costs of equipment, infrastructure or other assets acquired under in-kind contribution against payment are eligible:
 - within the limits of the amount which would have been depreciated in case of purchase
 - excluding any financial charges
 - if conditions set out in Article 10 are fulfilled.

Equipment

Option available if foreseen in the WP:

- ▶ Costs of equipment, infrastructure or other assets (new or second-handed) are eligible, as recorded in the beneficiary's accounts
- ▶ Equipment eligible costs must not be proportionate to depreciation, duration or effective use in the action

Costs of other goods and services

- ▶ They are eligible if:
 - specifically purchased for the action (project reference number in the invoice is requested)
 - purchased as in-kind contributions against payment and in accordance with Article 10

😊 **News:** warehouse goods are eligible

They include, for instance, “consumables costs for dissemination (including open access, conference fees), protection of results, action evaluation and *audit certificate* required by the Agreement, certificates on the methodology, translations, copies, purchasing of scientific publications, catering, web-site and brochures”.

Costs of other goods and services

- ▶ Among the eligible costs, the amounts given to other partners for access to their background are exceptionally included, if foreseen before signing the Grant Agreement
- ▶ Costs of internal invoice are eligible, if they can prove direct costs actually incurred and excluding indirect costs and profit margins

Consumable products:

They are eligible within the limits of production cost recorded in the accounting (inventory) including only direct costs. If the incidence of only direct costs can not be determined, the value recorded in the accounts must be divided by 1.25. The value can not - in any case - be higher than the market value.

Costs of Infrastructures

- ▶ The capitalised and operating costs of research infrastructure directly used for the action (including direct and indirect personnel costs) are eligible, if:
 - the beneficiary operates in large research infrastructure
 - the costs of these infrastructures have been calculated and recorded accordingly with the financial rules in the contract
 - the adopted calculation system has been approved by the EC ex-ante
 - the beneficiary declares as eligible costs only the portion which corresponds to the duration of the action and the percentage of actual use

Large research infrastructures:

Research infrastructures with a total value over EUR 20 million which represent at least 75% of the total assets, calculated as sum of historical asset values in the latest approved financial statement before the date of the signature of the GA

Costs of Infrastructures

- ▶ Example:
 - collections, archives and scientific data
 - computing infrastructures
- ▶ They may included *single sited, distributed o virtual infrastructures*
- ▶ They must be recorded in the beneficiary's accounts as autonomous centers of cost
- ▶ The reporting cost in the action must be calculated on the potential – and not actual – use of the infrastructure

Costs of “internally invoiced” goods and services

AMGA Version 4.0

Goods and services produced internally by the beneficiary are eligible under the following conditions:

- ▶ They must be declared on the basis of the unit cost calculated in accordance with the usual cost accounting practices of the beneficiary
- ▶ These usual practices must be based on objective criteria (auditable), regardless of the source of funding (if the beneficiary uses unit costs only for projects financed by EU, they are not eligible)
- ▶ In the calculation, only costs actually incurred must be used – excluding those not eligible because of their nature or reported in other categories
- ▶ Costs not directly related to the production of goods and services should be excluded

Costs of “internally invoiced” goods and services

AMGA Version 4.0

- ▶ In theory, estimated or budgeted data can be used to calculate the unit cost if:
 - relevant (clearly related to goods and services)
 - used in a reasonable manner (they do not represent a relevant portion of the total cost)
 - they correspond to objective and verifiable information

- ▶ In practice, this option represents an exception to the principle of real costs – that we advise not to adopt due to the vagueness of the rule

Costs of “internally invoiced” goods and services

AMGA Version 4.0

► Examples:

- self-produced consumables (e.g. *electronic wafers, chemicals*)
- use of specific research devices or research facilities (e.g. *clean room, wind tunnel, supercomputer facilities, electronic microscope*)
- specialized premises for hosting the research specimens (e.g. *animal house, greenhouse, aquarium*)
- standardized testing or research processes (e.g. *genomic test, mass spectrometry analysis*)
- hosting services for visiting researchers (e.g. *housing, canteen*).

No general expenses but only goods and services directly related to the project

Indirect costs

Indirect costs are neither directly linked nor imputable to the action

- ▶ They must be calculated by applying a 25% flat-rate to direct eligible costs, excluding:
 - subcontracts
 - in-kind contributions incurred by third parties outside of the beneficiary's premises
 - costs for providing financial support to third parties
 - unit or lump-sum costs already including indirect costs

Indirect costs

► Option:

- Whether provided in the WP, indirect costs may be calculated as unit or lump-sum costs if their amount is specified in Annex II
- The beneficiaries receiving an *operating grant* from the EU cannot report their indirect costs

Ineligible costs

- ▶ Ineligible costs are:
 - costs related to return on capital
 - debt and related costs
 - provisions for future expenses and risks
 - interest expense
 - write-down of loans
 - currency exchange losses
 - bank costs for transfers from the Commission
 - excessive or unnecessary expenditure
 - deductible VAT
 - costs incurred during the suspension period of action implementation
 - costs declared in another action, directly or indirectly funded by the EU (Structural Funds, Social Fund, etc.)

Rights and obligations related to implementing the action

- ▶ The beneficiaries must implement the action described in Annex 1 in compliance with the provisions of the Grant Agreement and with international, EU and national legislation
- ▶ For this purpose, the beneficiaries must adopt the appropriate resources:
 - by purchasing goods, works and services
 - by using in-kind contributions provided by third parties against payment or free of charge
 - by acquiring subcontracts or by using linked third parties to implement action tasks described in Annex I

In any case, the beneficiaries retain sole responsibility towards the Commission and the other beneficiaries for implementing the action

Purchase of goods, works or services

- ▶ Purchase procedures must comply with “the best value for money” or, if appropriate, the lowest price, thus avoiding any conflict of interests.

Option:

On the basis of the risk assessment, the Grant Agreement may introduce specific and timely rules concerning the procedures for the purchase of goods and services whose value exceeds € 60,000 (or different upper threshold)

Purchase of goods, works or services

- ▶ The beneficiaries that act as State administration, profit and non-profit local public bodies, and bodies governed by public law, are subject to the Directives 2004/18/EC and 2004/17/EC. They must therefore act in compliance with the Public Contracts Code (D.Lgs. no.163 / 2006)
- ▶ Non-compliance with this obligation is considered improper implementation of the GA and it may lead to a reduction of the grant.

Third Parties and Subcontractors

- ▶ Possible types of third party participation in the project activity:
 - Third parties who provide resources free of charge
 - Third parties who provide resources against payment
 - Subcontractors
 - Third parties linked to the beneficiary and involved in the action
 - Third parties to whom financial support is addressed.

Use of in-kind contributions

- ▶ In-kind contributions provided by third parties can be:
free of charge or against payment
 - if necessary to implement the action
 - by declaring as eligible costs the amounts paid by the beneficiary to reimburse the third party within the limits of costs incurred for seconded personnel, equipment, provided goods and services (contribution against payment)
 - by declaring as eligible costs the costs incurred by the third party for seconded personnel, equipment, and provided goods and services, in accordance with the reporting rules in the Grant Agreement (free of charge contribution)

Use of in-kind contributions

- if third parties and their contributions are mentioned in Annex 1



In case there is not any specific indication in Annex 1, the Commission may approve the use of in-kind contributions not included by third parties without a formal amendment if:

- they are specifically justified in the technical report
- their use does not entail changes to the GA which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants

Use of in-kind contributions

Indirect costs

The indirect costs are reported by the beneficiary if it uses third party's in-kind contribution on its premises, otherwise they are reported as third party's costs (if refunded by the beneficiary)

Controls on the linked third parties

The beneficiary must provide the Commission with the right to carry out checks and audits on the action by the third party

Use of in-kind contributions

Free of charge

- by declaring as eligible the costs incurred by the third parties for seconded personnel, equipment, provided goods and services in accordance with the reporting rules of the Grant Agreement
- by declaring such amounts as income of the action as well

Subcontracting

- ▶ Project activities can be subcontracted if:
 - necessary to implement the action
 - described in Annex 1 and Annex 2
 - ensuring the best value for money or, if appropriate, the lowest price
 - OPTION: on the basis of the *risk assessment*, the Grant Agreement may introduce specific and timely rules concerning the procedures for the purchase of goods and services whose value exceeds € 60,000 (or different upper threshold)
 - avoiding any conflict of interests (possible exception for framework contract in favour of **usual affiliate providers** at market price).

Subcontracting

- ▶ Project activities can be subcontracted if:
 - the subcontractor works independently without the direct supervision of the beneficiary
 - only the beneficiary has responsibility vis-à-vis the EC
 - intellectual property belongs to the beneficiary
 - the subcontractor can be audited by the EC
 - subcontracting between beneficiaries is forbidden
 - the main coordination task cannot be subcontracted (e.g. distribution of funds, review of reports and others tasks listed under Article 41.2 (b))
 - some obligations of the beneficiary are also transferred to the subcontractor (confidentiality, conflicts of interest, promotion and visibility of EU funding, liability for damages)

Subcontracting

- ▶ In case there is not any specific indication in Annex 1 and 2, the Commission may approve the use of subcontracts without a formal amendment if:
 - they are duly justified in the technical report;
 - their use does not imply modifications to the Grant Agreement such as calling into question the decision to award the call or are in conflict with the principles of equal treatment of the candidates to the call

Subcontracting

- ▶ The beneficiaries that act as State administration, profit and non-profit local public bodies, and bodies governed by public law, are subject to Directives 2004/18/EC and 2004/17/EC. They must therefore act in compliance with the Public Contracts Code (D.Lgs. no.163 / 2006)
- ▶ Failure to comply with the Code determines the ineligibility of the expense

OPTION for classified deliverables:

In this case, entering into a subcontract is subject to explicit approval by the Commission

Implementation of action tasks by Third Parties

- ▶ Third parties may implement project tasks if this option is provided in the Grant Agreement
- ▶ **Subjective requirement:** third parties must be affiliated to the beneficiary or linked to the beneficiary by legal obligations that imply collaboration which is not limited to the implementation of the action (that means wider and pre-existing)
- ▶ "Control" means:
 - holding the majority of shares/amounts or the majority of the voting rights, or
 - direct or indirect holding, in fact or in law, of decision-making power

‘Affiliated entity’ means:

- 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.

Implementation of action tasks by Third Parties

- ▶ Tasks implemented by third parties are described in Annex 1
- ▶ Tasks are implemented by third parties independently, on their premises and under their management; however, the beneficiary remains responsible vis-à-vis the Commission
- ▶ Third parties can report costs incurred in accordance with the eligibility rules set out in the Grant Agreement.
- ▶ The beneficiary is financially responsible vis-à-vis the Commission for any undue amount received from third parties, unless the joint and several liability of the third party has been contractually established (Annex 3a of GA)

Implementation of action tasks by Third Parties

- ▶ The Commission may require joint and several liability of a third party if the financial capacity of the beneficiary is 'weak' while the one of the third party is strong, or if the beneficiary mainly coordinates the work of its linked third party.
- ▶ Third parties produce their own financial statements uploading direct and indirect costs. The reporting template is submitted to the EC by the beneficiary (since linked third parties do not have access to the system).
- ▶ The threshold of EUR 325 000 related to CFS (certificate on the financial statements) applies to each third party without taking into account the costs reported by the beneficiary
- ▶ It is necessary to sign a *partnership agreement* between the beneficiary and the third party in order to ensure the compliance with all contractual obligations vis-à-vis the EC and other partners by the third party.

Financial support to Third Parties in the form of grant

- ▶ The beneficiary must provide financial support to third parties in accordance with the conditions set out in Annex I (and already specified in the proposal)
- ▶ These conditions must at least include (**Option 15.1**):
 - the maximum amount of financial support for each third party.
(max. EUR 60 000, unless it is necessary to achieve the main objective of the action as described in Annex 1)
 - the criteria for calculating the exact amount of the financial support;
 - the different types of activity that qualify the financial support on the basis of a closed list;
 - the personnel or the categories of personnel that may receive financial support
 - the criteria for giving financial support.

Financial support to Third Parties in the form of prizes

- ▶ The beneficiary must provide financial support to third parties in accordance with the conditions set out in Annex I (and already specified in the proposal)
- ▶ These conditions must at least include (**Option – Financial support in the form of *prize***):
 - conditions for participation
 - award criteria
 - amount of the prize
 - payment arrangements

Financial support to Third Parties

- ▶ The beneficiary must ensure that third parties receiving financial support comply with the obligations under the Grant Agreement (e.g. confidentiality , audit, impact assessment, promotion and visibility of the EU funding, liability for damages).
- ▶ It is thus necessary to sign a second-level «*grant agreement*» between the beneficiary and third parties.

Check, audit and obligations of Third Parties

- ▶ The beneficiaries must ensure that the EC, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their control functions on:
 - third parties providing resources
 - subcontractors
 - linked third parties implementing action tasks
 - third parties receiving financial support

Check, audit and obligations of Third Parties

- ▶ The beneficiaries must ensure that obligations on conflict of interests, visibility of EU funding, confidentiality and liability for damages, extend to:
 - subcontractors
 - third parties receiving financial support
 - linked third parties implementing action tasks

For this latter case, beneficiaries must also transfer the obligations regarding records and other supporting documentation on incurred costs.

Article 9 - Beneficiaries not receiving EU funding

- ▶ They are usually partners from Third Countries whose funding:
 - is not stated in the Work Programme
 - has been exceptionally authorized by the Commission during the selection procedure
 - their tasks and costs are specified in Annex 1

- ▶ They must comply with some of the obligations under the Grant Agreement such as:
 - to provide information
 - to allow technical audits
 - to allow investigations and evaluations of the action's impact
 - to maintain confidentiality
 - to promote the action and give visibility to the EU funding

How to prepare the project budget



Budget preparation

■ 3 Project budget - RIA:

3 - Budget for the proposal

Participant	Country	(A) Direct personnel costs/€	(B) Other direct costs/€	(C) Direct costs of sub- contracting /€	(D) Direct costs of providing financial support to third parties/€	(E) Costs of inkind contributions not used on the beneficiary's premises/€	(F) Indirect Costs/€ (=0.25(A+B+E))	(G) Special unit costs covering direct & indirect costs	(H) Total estimated eligible costs/€ (=A+B+C+D+F +G)	(I) Reimburse- ment rate	(J) Max. grant / € (=H*I)	(K) Requested grant / €
EU CORE CONSULTING	IT	0	0	0	0	0	0	0	0	100	0	0
Total		0	0	0	0	0	0	0	0		0	0

Budget preparation



European Commission
Research & Innovation - Participant Portal
Proposal Submission Forms

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Proposal ID 0EP-210318296 Acronym BLUE DEEP Go to

3 - Budget for the proposal

No	Participant	Country	(A) Direct personnel costs/€	(B) Other direct costs/€	(C) Direct costs of sub-contracting/€	(D) Direct costs of providing financial support to third parties/€	(E) Costs of kind contributions not used on the beneficiary's premises/€	(F) Indirect Costs / € (=0.25(A+B+E))	(G) Special unit costs covering direct & indirect costs / €	(H) Total estimated eligible costs / € (=A+B+C+D+E+F+G) BENEFICIARY	(I) Reimbursement rate (%) BENEFICIARY	(J) Max.EU Contribution / € (=H*I) BENEFICIARY	(K) Costs of third parties linked to participant THIRD PARTIES	(L) Max.EU Contribution / € THIRD PARTIES	(M) Total Costs for BENEFICIARY & THIRD PARTIES (=H+K) ?	(N) Max.EU Contribution / € BENEFICIARY & THIRD PARTIES (=J+L) ?	(O) Requested EU Contribution / € BENEFICIARY & THIRD PARTIES ?
1	Eu Core	IT	0	0	0	0	0	0,00	0	0,00	70	0,00	0	0	0,00	0,00	0,00
	Total		0	0	0	0	0	0,00	0	0,00		0,00	0,00	0,00	0,00	0,00	0,00

Be careful: a portion of the budget dedicated to third parties has been included in the IA budget (not foreseen in the past)

Important notions for drafting the budget

- Knowing the percentage of costs reimbursement applied to the concerned project type (70% - 100%)
- Knowing what is meant with direct, indirect and subcontracted costs
- Knowing what percentage should be used to calculate indirect costs (25%)

Important notions for drafting the budget

Financial contribution from the Commission in case of RIA, IA & CSA

Type of activity	Costs calculation method	Type of beneficiary	
		<i>No-profit entities</i>	<i>SME and big industry (for profit)</i>
<i>Research & Innovation Actions (RIA)</i>	Direct eligible costs + indirect flat rate costs	100% + 25%	
<i>Coordination & Support Actions (CSA)</i>	Direct eligible costs + indirect flat rate costs	100% + 25%	
<i>Innovation Action (IA)</i>	Direct eligible costs + indirect flat rate costs	100% +25%	70%* + 25%

Budget preparation

- ▶ The preparation of the budget is a process closely linked to the “excellence” criterion, as “the project objectives must be clear, measurable, realistic and achievable during the duration of the action”. Objectives must also be consistent with the exploitation activity and the expected impacts
- ▶ The budget must demonstrate that the objectives are real and reachable from an economic and financial point of view

Budget preparation

- ▶ The budget drafting must take place at the same time of the drafting of the project descriptive part
- ▶ Some tips for a good setting up of the budget right from the start:
 - Ask all partners information about the average cost of personnel in euro
 - Provide each partner with a template Excel where they can add direct costs they expect to incur

Example



Microsoft Excel
Worksheet

Budget preparation

- ▶ Once data from all partners have been collected, it is necessary to report them on an overall Excel template for calculating the total budget of the project

Example

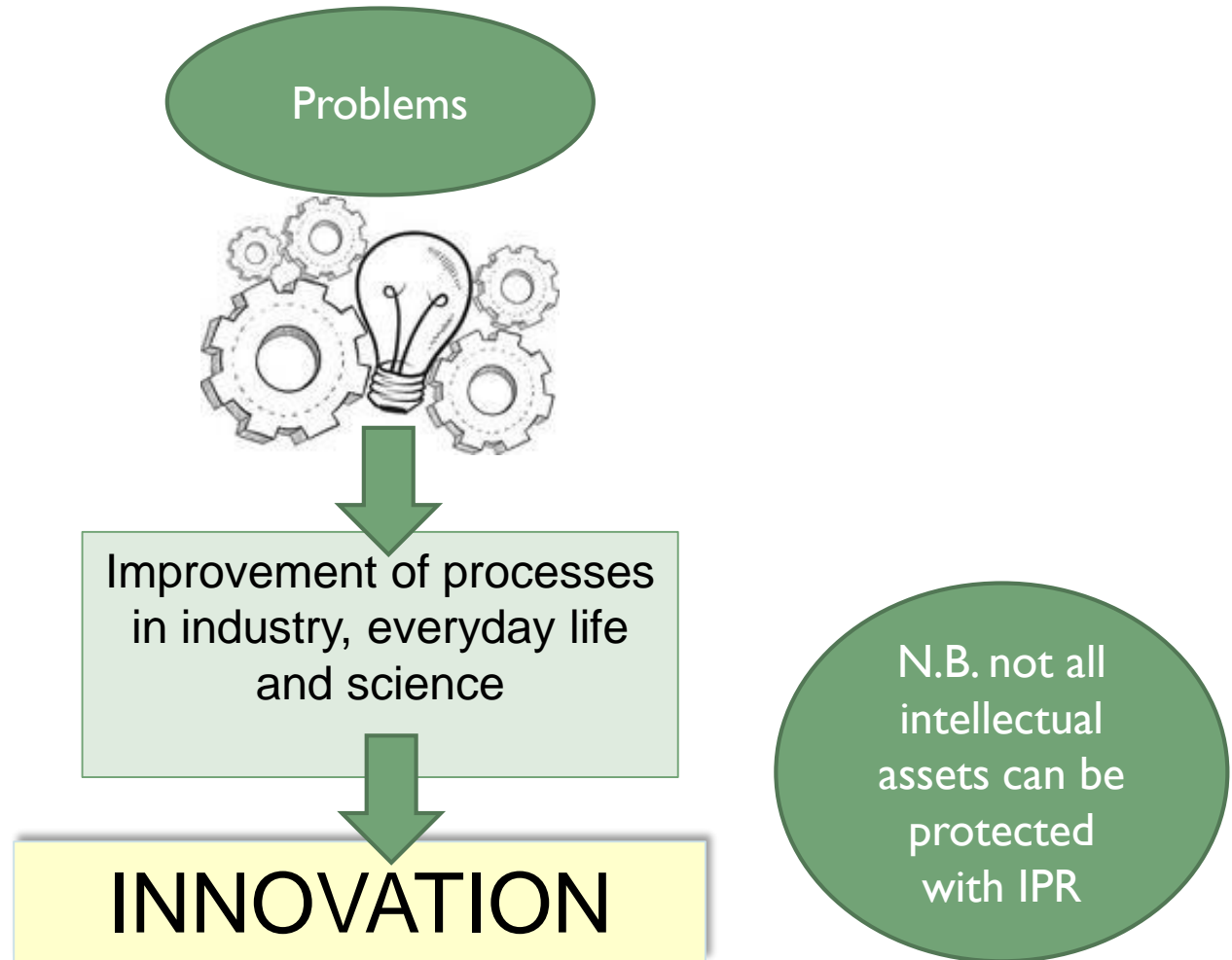


Microsoft Excel
97-2003 Worksheet

IPR protection



Innovation chain



The IP system

Innovators

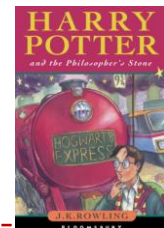
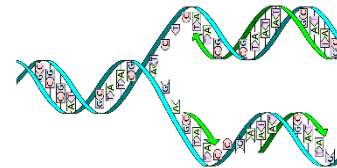
- ▶ Make investments (money, time, effort)
- ▶ Heavy pressure may drive innovators out of business

Competitors

- ▶ Benefit from innovators' efforts
- ▶ Can offer similar products at a cheaper price (Free Ride)



IP system: grants rights over the use of inventions, designs, brands, literary and artistic works, rewarding the inventors for the innovations



The IP system

Types of Intellectual property rights

Registered

Patents
Utility models
Reg. TMs
Reg. Designs

Not registered

Copyright,
Database rights,
Unreg. TMs
Unreg. Designs

Means of IPR

- ▶ Different means of protecting intellectual property.
- ▶ Subject to different national or international regulations.
- ▶ They offer different terms of protection and require different procedures to maintain them
- ▶ Sometimes they need to be combined in order to ensure full protection

Overview of the main intellectual property means of protection

- ▶ **Copyright:** the exclusive and assignable legal right, given to the originator for a fixed number of years, to print, publish, perform, film, or record **literary, artistic, musical material or software**.
- ▶ **Patents:** legal title preventing third parties from exploiting an **invention** for commercial purposes without authorization.
- ▶ **Utility models:** technical innovations which might qualify for a patent but that are generally cheaper to obtain and maintain.
- ▶ **Registered Trademarks:** a **symbol, word**, or words legally registered or established by use as representing a company or product.
- ▶ **Registered designs:** protect the way the product **looks**.

Overview of the main intellectual property means of protection

- ▶ **Database:** «non-creative» database, which does not fall under copyright definition. They are not original but required substantial investment in their making.
- ▶ **Geographical Indications:** sign used on products that have a specific geographical origin and possess qualities or a reputation that are due to that origin (Gruviere cheese in Switzerland, Roquefort in France, etc.).
- ▶ **Plant variety:** New varieties of plants with improved yields, higher quality or better resistance to pests and diseases.
- ▶ **Semiconductor and topography rights:** semiconductor product is the final or intermediate form of an incorporated circuit in a chip. It has an electronic function. Topography: design of the layout three-dimensional location of elements and interconnections.

Overview of the main intellectual property means of protection



Trade
secrets

Patents and Utility models:

- Data processing methods
- Operating systems
- Operation for user interface

Designs:

- Form of the overall phone
- Arrangement and shape of buttons
- Position and shape of the screen

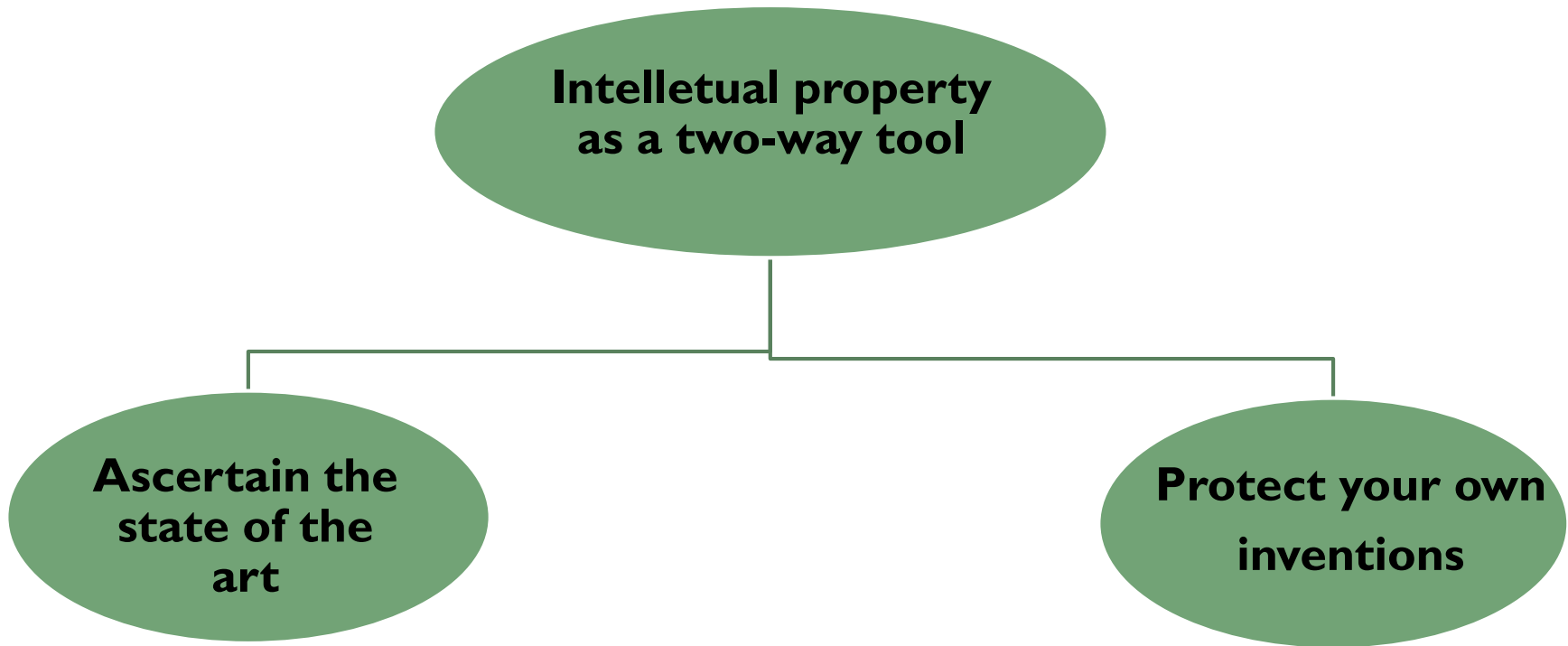
Trademarks:

- Brand
- Model XYZ
- Start up tone

Copyright:

- Protection of software
- Images
- Ringtones

The IP system



IPR as state of the art assessment

When performing research on technical innovation, you can use it as valuable source of information:

- 1) Academic documentation: research information found in academic literature (academic journals, publications, conference proceedings, specialist books, etc.).
- 2) Patent literature: state of the art in a scientific field. Key knowledge on the basis of which you can build new knowledge. This helps to avoid reinventing already existent solutions.

Patents

The inventor of a new patentable product has two choices:

Patent the invention

Protect it as Trade Secret

Patents

- ▶ Definition: legal title preventing third parties from exploiting the invention (making, using or selling it) for commercial purposes without authorisation. In return to this protection, the holder has to disclose the invention to the public.

- ▶ Patent is granted:
 - For a limited period (in EU is 20 years);
 - For a specific geographical area (countries for which the legal title has been granted).

Patents

- ▶ Required characteristics of an invention for being patentable:
 - New.
 - Inventive (not obvious to a normally skilled professional).
 - Industrially Applicable (in the broadest sense).
- ▶ Patent application requirements:
 - Clarity
 - Sufficiency of Disclosure
 - Unity (not involving more than one invention)

How are patents structured?

- ▶ The character of the invention is technically specified in the patent application.
- ▶ The patent application contains:
 - **Claim:** definition of the elements that are required to be legally protected.
 - **Description and drawings:** contain the technical information and the characteristics of the invention.
 - **Prior Art:** reference to other technical documents (other related patents or other IP rights connected to the patent itself).

Advantages and disadvantages of patenting

ADVANTAGES

- ▶ Enables higher returns on investments
- ▶ Strong enforceable legal rights
- ▶ Makes the invention tradeable (licensing)

DISADVANTAGES

- ▶ Reveals the invention to competitors;
- ▶ Can be very expensive (30.000€ for a very simple patent);
- ▶ Is enforceable only after the grant (it can take 4-5 years)

How patents are used?

- 1) Protecting products or processes
- 2) Licensing
- 3) Cross-licensing (i.e. mobile phones)
- 4) Block competitors
- 5) Build reputation
- 6) Trolling (companies that buy patents from somebody else)
- 7) Not used (just to occupy a space).

What can I patent?

- ▶ It is possible to patent everything with a technical character
- ▶ Things excluded from patenting:
 - 1) Discoveries
 - 2) Scientific theories
 - 3) Mathematical methods
 - 4) Computer programs (they are protected by copyright)
 - 5) Aesthetic creations
 - 6) Business Methods (allowed in the U.S.)
 - 7) Methods and know-how
 - 8) Inventions whose commercial exploitation would be contrary to the public order or morality (clonation of human beings).

Know-how

- ▶ **Definition:** package of non-patentable practical information, resulting from experience and testing, which is:
 - i. **Secret:** not generally known or easily accessible;
 - ii. **Substantial:** significant and useful for the production of the contract products;
 - iii. **Identified:** described in a sufficiently comprehensive manner so as to make it possible to verify that it fulfils the criteria of secrecy and substantiality'

Where can I patent?

- ▶ Patents in each country's patent office;
- ▶ Patent at the European Patent Office (EPO);
- ▶ Patent at the World Intellectual Property Organisation (WIPO)
- ▶ Global protection is not granted.

IPR and Knowledge Transfer



IPR in EU projects

- ▶ One of the main objectives of the Horizon 2020 is to boost innovation in the European Union
- ▶ The emphasis of the programme has been given on how to better and more effectively exploit project results.
- ▶ Set of rules on intellectual property (IP) on three different levels:
 - Rules of participation to the H2020 programme
 - Annotated Model Grant Agreement
 - Commission Recommendation on the management of intellectual property in knowledge transfer activities – C(2008)1329), included its Code of Conduct.

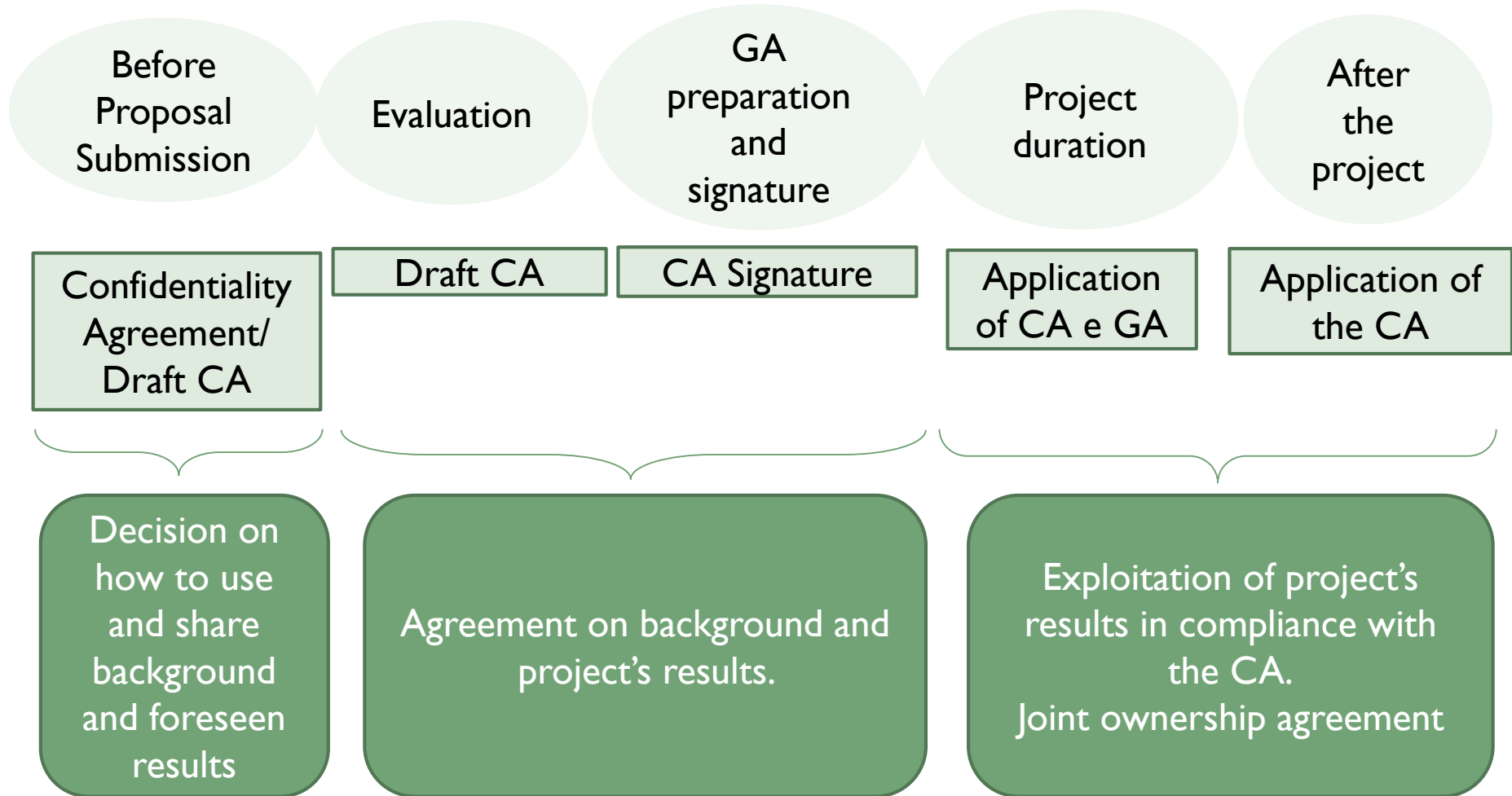
IPR in Horizon 2020

- ▶ Research and Innovation projects including different partners with varying background and expertise often imply that relevant knowledge, know-how and intellectual property are shared between the parties.
- ▶ It is important that all these elements are adequately protected since the beginning of the project, so as to ensure that all partners are able to:
 - Disclose knowledge and ideas;
 - Prove the ownership;
 - Profit from commercial exploitation;
 - Prevent or discourage its unauthorised use by others.

IPR in Horizon 2020

- ▶ Relevant documents to be drafted:
 - Confidentiality Agreement
 - Grant Agreement
 - Consortium Agreement

IP issues along the project



IPR issues to be considered at the proposal stage



IP issues to be considered at the proposal stage

- ▶ Official documents to go through:
 - The applicable work programme;
 - The General Rules for Participation in Horizon 2020
 - The Model Grant Agreement applicable for the call (it may include additional specifications on IP).
- ▶ In preparing the proposal:
 - Assess the state-of-the-art: screening existing projects, examining scientific literature and searching in patent databases (e.g. the EPO Espacenet database www.espacenet.com)
 - Include costs for potential IP protection in the budget planning (i.e. fees to be paid to the patent office for patent registration, royalties on access rights).

IP issues to be considered at the proposal stage

- ▶ Define the **background**, considering which of the existing knowledge, know-how and IP will be brought to the project. Consider also potential third parties' rights that may be needed for the project.
- ▶ **Background:** *«Any tangible or intangible input – from data to know-how, information or rights – that exists before the grant agreement is signed and that is needed to implement the action or to exploit its results».*
- ▶ **The following constitute an integral part of the background:**
 - 1) Anything the beneficiary lawfully holds (through licence with the right of sub-licence);
 - 2) Input held by other parts of the beneficiary's organisation (i.e. University). i.e. if a university department participated in the action, background could potentially be anything held by the University.

IP issues to be considered at the proposal stage

- ▶ Background includes any:
 - data
 - know-how
 - information held by the beneficiaries — whatever its form or nature— that: i) existed before the beneficiaries acceded to the Agreement ii) is needed to implement the action or to exploit the results.
- ▶ The agreement on background may take any form:
 - 1) Positive/negative list of input;
 - 2) Separate agreement/part of the Consortium Agreement.
- ▶ If access to the background is subject to **legal restrictions or limits**, the beneficiary must inform the other beneficiaries before signing the Grant Agreement.

Confidentiality

Consider confidentiality issues: if necessary, conclude a Non-Disclosure Agreement (NDA) which sets the restrictions and the possible sanctions.

The NDA should:

- 1) Establish a definition of a confidential information
- 2) Define the confidentiality obligations, their range and time
- 3) Establish sanctions in case of violations

The confidentiality agreement can be separated or included afterwards to the consortium agreement.

DESCA - Confidentiality

- ▶ DESCA is a model Consortium Agreement built on the interpretation of the model grant agreement.
- ▶ This guarantees no conflicts with the future grant agreement.
- ▶ DESCA Confidentiality clauses can be used to lay down a draft of the confidentiality agreement.

Section 10: Non-disclosure of information	
10.1 All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.	<p>“Any form/mode of communication” will now also include the electronic exchange system.</p> <p>Other than orally disclosed Confidential Information must be identified as confidential at the time it is disclosed (see MGA Article 36.1).</p>

DESCA - Confidentiality

<p>10.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Project:</p> <ul style="list-style-type: none"> - not to use Confidential Information otherwise than for the purpose for which it was disclosed; - not to disclose Confidential Information without the prior written consent by the Disclosing Party; - to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and - to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the 	<p>The consent of the owner of confidential data is needed before giving it to subcontractors /affiliates even if those have a role in project.</p> <p>The source of this 4-year duration lies in the MGA, Article 36.</p> <p>The obligation is not to disclose confidential information to <u>anybody</u> (whether inside the consortium or not).</p>
<p>extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.</p>	

DESCA - Confidentiality

10.4 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure; or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

DESCA - Confidentiality

10.3 The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

Consent of the owner of the Confidential Information is needed before giving such Confidential Information to third parties (e.g. subcontractors and affiliates).

Third parties in this context covers any entities which are not a party to the CA, including but not limited to linked third parties and subcontractors. It is not relevant whether the third parties are involved in the project or not.

**IPR issues to be considered at
the beginning and throughout
the project duration**



Article 23 a – Management of intellectual property

- ▶ Universities and public research organisations (PRO) must implement article 1 and 2 of the Code of Conduct annexed to the EC Recommendation of 10th April 2008, that is to say:
 - Develop an IP policy as part of a long-term strategy of the PRO
 - The policy should provide rules for staff and students on the disclosure of new ideas with potential commercial interest, the ownership of results, etc.
- ▶ These recommendations are part of the long-term policy for IPR development and exploitation in universities and public research organisations.

Article 24 - Agreement on background

- ▶ Beneficiaries must identify and reach a written agreement on the background of the action
- ▶ The identification of background is an obligation.
- ▶ Though not obligatory, it should be established before the signature of the Grant Agreement (Confidentiality agreement, cf. previous slides).
- ▶ BACKGROUND:
 - With regard the IPR for being considered as background, it suffices that the application was filed **before the signature of the GA.**

Article 24 - Definition of IPR

Definition of IPR given in the Convention establishing the World Intellectual Property Organization:

«Article 2 – “Intellectual property”, rights related to:

- literary, artistic and scientific works
- interpretation of performers and performance of artists
- executors, phonograms and broadcasts
- inventions in all fields of human endeavor
- industrial designs
- trademarks, service marks, trade names and designations
- all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field.

Article 23 a – Management of intellectual property

- ▶ The GA establishes, as a general rule, the right of access by the other project beneficiaries, to background.
- ▶ The access right must be requested in writing
- ▶ NO specific access rights are foreseen for MS, EU Institutions, joint undertakings or third parties.
- ▶ A distinction should be made between:
 - a) Access to background necessary to implement the action
 - b) Access rights to background necessary for exploiting results

Article 25 -

Access rights to background

- a) **Access to background necessary to implement the action**
- on a **royalty-free basis**, unless (before accessing the Agreement):
 - ✓ Agreed that access should not be given on a royalty free basis
 - ✓ the background owner has informed the other beneficiaries about legal restrictions or limits, including those imposed by the rights of third parties (including personnel).

Article 25 -

Access rights to background

b) Access rights to background necessary for exploiting results

- under **fair and reasonable conditions**, unless the beneficiaries that hold the background — before accessing the Agreement — have informed the other beneficiaries that access to background is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel).
- requests for access may be made — unless agreed otherwise — up to one year after the ending date of the project.

Article 25 -

Access rights to background

‘Fair and reasonable conditions’ means appropriate conditions, including possible financial terms and royalty-free conditions, taking into account the specific circumstances of the request for access.

For example:

- the actual or potential value of the background
- scope, duration or other characteristics of the envisaged exploitation.

Article 25 -

Access rights to background

- ▶ Affiliated entities are legal entities that are:
 - Under the direct or indirect control of a participant;
 - Under the same direct or indirect control as the participant;
 - Directly or indirectly controlling the participant
- ▶ They are entitled to access rights to background under fair and reasonable conditions:
 - if they are established in EU MS or Associated Country
 - if access is needed to exploit the results generated by the beneficiary to which they are affiliated
 - by making a request within one year after the end of the action

Article 25 -

Access rights to background

- ▶ For background there is **NO obligation to give access**, if there are restriction or limits and the beneficiary has informed the others before the signature of the GA.
- ▶ Therefore:
 - If the CA drafted before the GA does specify restriction to the access to background, the GA will be drafted accordingly
 - Beneficiaries which want to deviate from the default rule, should explain it in detail in the proposal.
- ▶ By contrast, if a beneficiary contracts on background later, it must ensure that it comply with its obligations under the GA

**IPR issues to be considered at
the end of the project**



Article 26 - Ownership of results

- ▶ Results belong to the beneficiary that generated them.
- ▶ **Results:** any output of the action (data, knowledge or information) — whatever its form or nature, whether it can be protected or not — that is generated during the action as well as any rights attached to it.

Best practice: to avoid or resolve ownership disputes, beneficiaries should keep documents such as laboratory notebooks to show how and when they produced the results.

Article 26 - Ownership of results

Joint ownership

Two or more beneficiaries jointly own results:

- that they have jointly generated
- for which it is not possible to:
 - ✓ establish the respective contribution, or
 - ✓ separate them for the purpose of protecting them.

The joint owners must agree in writing on the terms of exercise of their joint ownership (**'joint ownership agreement'**), to ensure compliance with their obligations under the GA.

Article 26 – Joint ownership agreement

- ▶ It must include:
 - the specific conditions for granting licences
 - the principles and criteria defining the concept of “**fair and reasonable compensation**” if a non-exclusive licence has been granted to third parties (setting a ceiling - CA)
 - the conditions for settling disputes (e.g. arbitration).
- ▶ Further conditions must be set out, concerning:
 - allocation of ownership
 - modes and costs of protection, exploitation and dissemination (patent filing and examination fees, renewal fees)
 - Sharing of profits

Article 26 – Joint ownership agreement

Default regime

Unless otherwise agreed in the joint ownership agreement, each joint owner may grant **non-exclusive licences against fair and reasonable conditions to third parties** for exploiting results (without any right to sublicense), by giving to other joint owners:

- at least 45 days advance notice
- fair and reasonable compensation.

The joint owners may also agree in writing to apply a different regime.

No prior authorization is required from other co-beneficiaries unless differently agreed in the JOA

Article 26 – Joint ownership agreement

Rights of third parties

Beneficiaries must ensure that they can fulfil their obligations under the GA: therefore, they have to make arrangements with third parties that could claim rights to them (e.g. subcontractors, linked third parties, international partners).

Example: the professor privilege system

Any rights claimed by third parties (including personnel) about results cannot contrast with the obligations set out in the GA.

Article 26 – Joint ownership agreement

The case of Joint Research Units:

regional strategic consortiums between universities, technology innovation centres and companies.

JRU may have internal arrangements that any results produced by one member are owned jointly by all the others JRU members.



The other JRU members are therefore third parties.

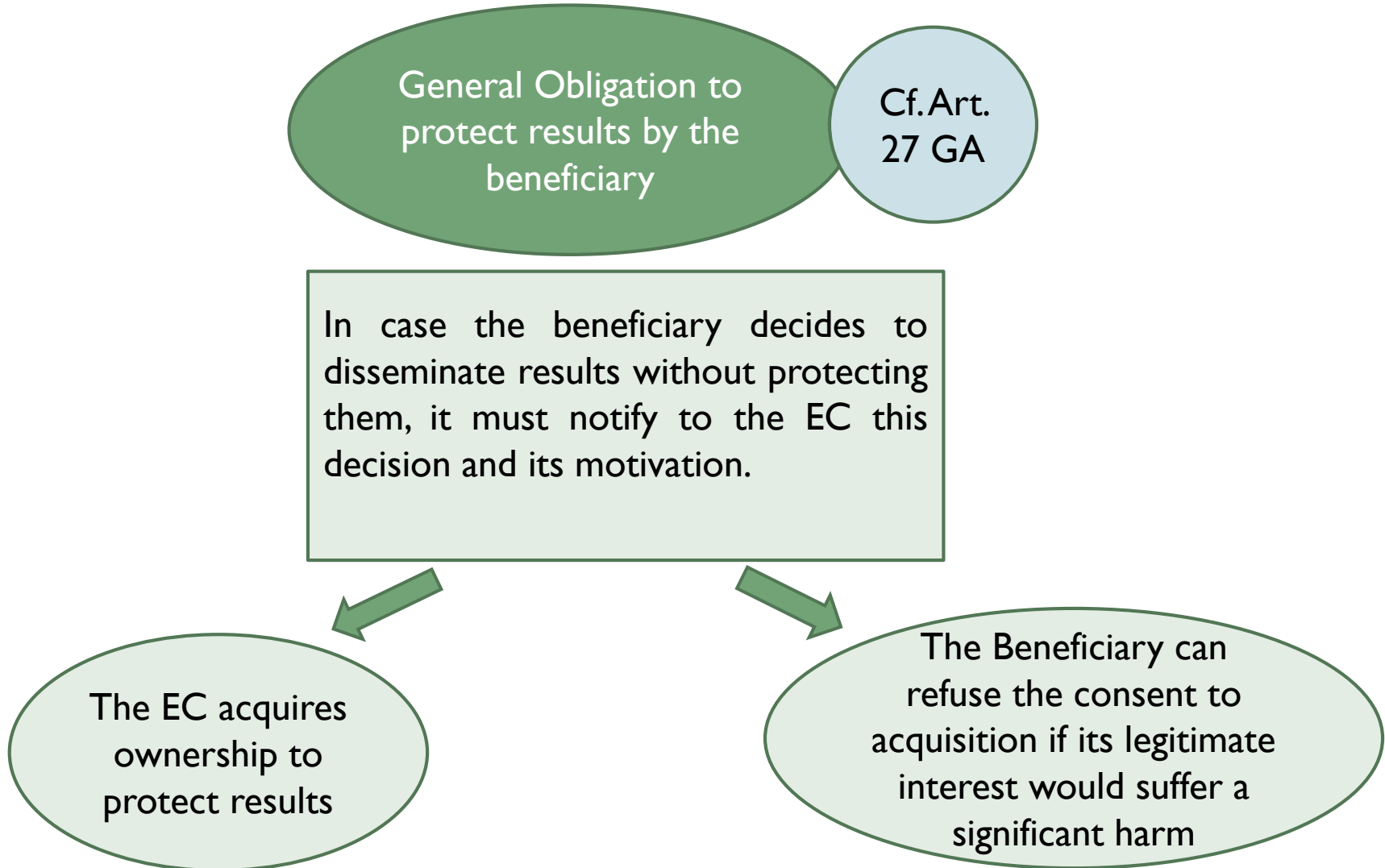
Beneficiaries that are members of the JRU should inform the other beneficiaries in order to foresee specific arrangement in the C.A.

Article 26 – Joint ownership agreement

European Union ownership of results

- ▶ The European Union may — with the consent of the beneficiary — assume ownership of results to protect them, if a beneficiary intends — within four years after the ending date of the action — to **disseminate its results without protecting them** or to terminate protection.
- ▶ Unless the lack of protection is justified because:
 - it is not possible or reasonable
 - there is a lack of potential for commercial or industrial exploitation
 - the beneficiary intends to transfer ownership of results to another beneficiary or third party established in a EU Member State or Associated Country, which will undertake to protect them.

Article 26 – EC ownership to protect results



Article 26 – Joint ownership agreement

EXCEPTION

- Protecting results is not possible
- Lack of potential commercial/industrial exploitation
- Results transferred to other beneficiary/third party in a MS or associated country, which will protect them

Cf. Art.
27 GA

No obligation of
notification to EC

No obligation to protect –
No notification to EC

Article 27 – Obligation to protect the results

- ▶ Each beneficiary must examine the possibility of protecting its results and must adequately do it — for an appropriate period of time and territorial coverage — if:
 - **there is a reasonable expectation of commercial or industrial exploitation**
 - **protecting them is possible, reasonable and justified (given the circumstances).**
- ▶ This duty applies also if this action requires further research and development or private investment
 - ▶ This duty applies also even if the party does not receive EU funding (i.e. third country)

Article 27 – Obligation to protect the results

Possible forms of protection:

- 1) Patents
- 2) Trademarks
- 3) industrial design
- 4) Copyright
- 5) Trade-secrets
- 6) Confidentiality.

Examples of protection

- 1) For an invention: patent, confidential information.
- 2) Design of a technology: industrial design or copyright.
- 3) Website: industrial design, copyright, trademark

Appropriate period

Territorial coverage

Article 27 – Obligation to protect the results

- ▶ **Other beneficiaries' legitimate interest:** when deciding on the type of protection, beneficiaries must consider also other beneficiaries' legitimate interest.
- ▶ **Legitimate interest:** the other beneficiary must show how the decision would significantly harm it (especially commercially)

Example: protection would lead to the disclosure of valuable background that is held by the other beneficiary (as trade secret or confidential).

- ▶ Best practice: specific arrangements in the CA or in separate agreements to ensure that decision take due account of the interest of all beneficiaries concerned.

Article 27 – Visibility

- ▶ Applications for protection of results (including patent applications) must include the following sentence: “*The **project** leading to this application has received funding from the [EU’s Horizon 2020 research and innovation programme][Euratom research and training programme 2014-2018] under Grant Agreement No [...]*”, unless the Commission requests to be not mentioned or unless it is impossible to mention EU funding.
- ▶ The patent applications must identify the **rightful inventors** (**example:** an entity that systematically designated the head of department as one of the inventors). Errors or fraud could bring to the invalidation of patent

Art. 28 – Exploitation of results

- ▶ Each beneficiary must take **measures aiming to ensure ‘exploitation’** of its results either directly or indirectly (in particular through transfer of ownership or sub-licensing) by:
 - using them in further research activities (outside the action)
 - developing, creating or marketing a product or a process
 - creating and providing a service
 - developing European or international standards
- ▶ The obligation applies only to beneficiaries receiving EU funding.

Exploitation activities **must be consistent:**

- **with the expected impacts** from the action and with the **results exploitation and dissemination plan**
- With the specific **GA provisions** and the **Work Programme specifications**

Art. 28 – Results that could contribute to European or international standards

- ▶ If results could contribute to European or international standards, the beneficiaries must — during the implementation of the action and up to five years after the final payment — inform the Commission and the European and international standardization bodies.

STANDARD: “Technical document designed to be used as a rule, guideline or definition. It is a consensus-built, repeatable way of doing something. Standards are created by bringing together all interested parties such as manufacturers, consumers and regulators of a particular material, product, process or service”.

A European Standard (EN) automatically becomes a national standard

Example of standardization body

- ▶ “**The European Committee for Standardization (CEN)**, founded in 1975, is a non-profit organisation based in Bruxelles. CEN is the officially recognized standardisation representative for all sectors excepted for electrotechnical (CENELEC) and telecommunications (ETSI).”
- ▶ “**The Text Encoding Initiative (TEI)** is a consortium of institutions and research projects which collectively develops and maintains a standard for the representation of texts in digital form. Originally sponsored by three scientific societies, TEI is currently a consortium of independent members hosted by academic institutions in the Usa and Europe. Its main deliverable is a set of Guidelines which specify encoding methods for machine-readable texts, especially in the humanities, social sciences and linguistics.”

Exploitation of results

- ▶ Proper exploitation of project's results will allow to profit from marketing and commercialization of intellectual property acquired during the project.
- ▶ In many cases, the majority of expected results are available at the end of the project:
 - Measures to use research results in further research activities either internally or as background for a new research project
 - Create new or contribute to on-going standardization activities
 - Develop and create new services/products.

Exploitation of results

- ▶ Commercial exploitation can be implemented by:
 - **Licensing:** Written contract under which the owner of a copyright, know how, patent, servicemark, trademark, or other intellectual property, allows a licensee to use, make, or sell copies of the original.
 - **Assignment:** The transferring party ("assignor") transfers to the receiving party ("assignee") its property in intellectual property rights, such as patents, trademarks, industrial designs and copyrights. ... For Patents: An assignment involves the sale and transfer of ownership of a patent by the assignor to the assignee.
 - **Joint Venture:** a commercial enterprise undertaken jointly by two or more parties which otherwise retain their distinct identities.
 - **Spin-off:** creation of an independent company

Dissemination of results

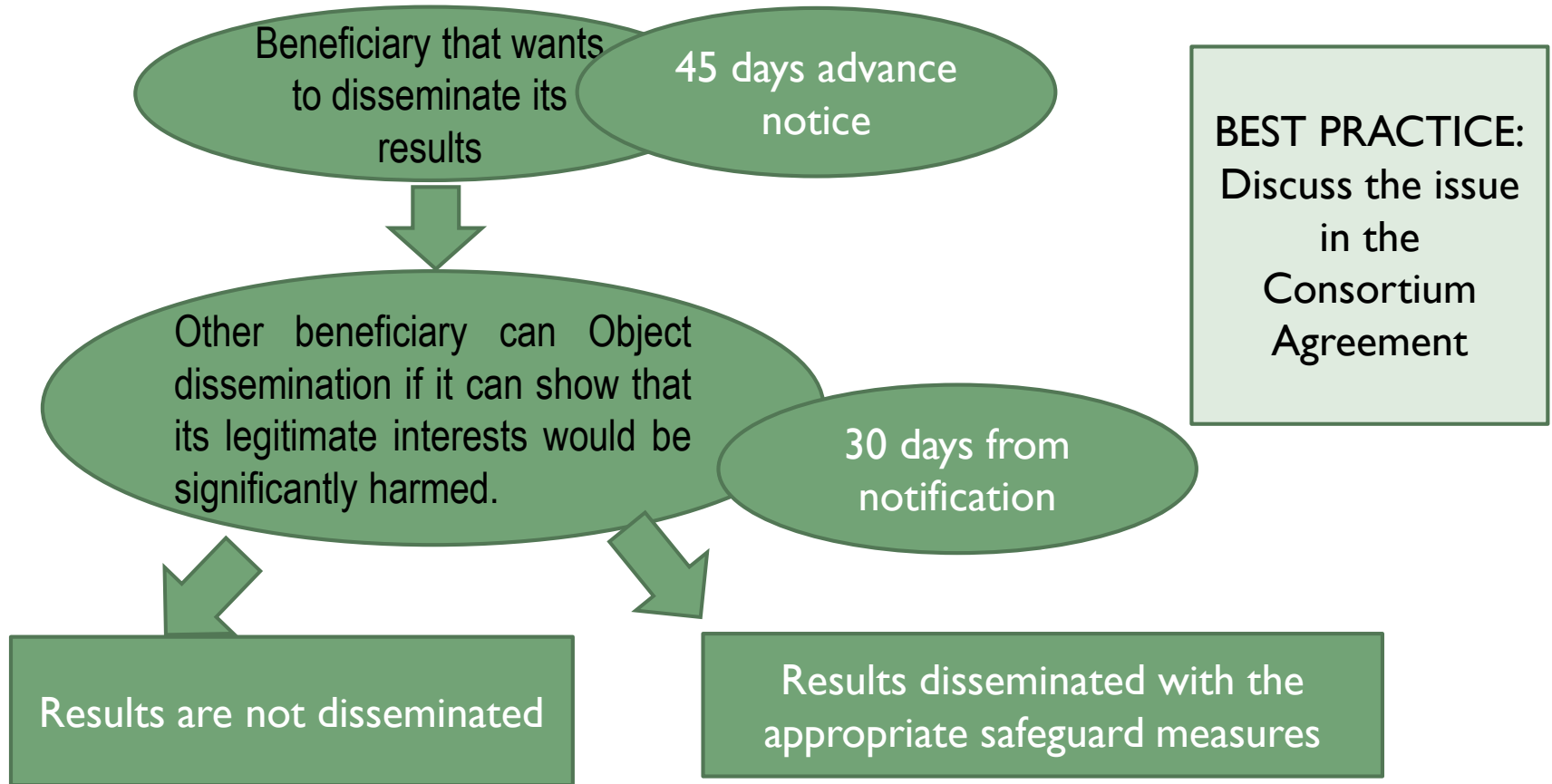
- ▶ The beneficiaries **must disseminate the results** using the most appropriate means, e.g. scientific publications – unless such dissemination will damage their legitimate interests
- ▶ Dissemination cannot take place when:
 - Results need to be protected as trade secret (i.e. confidential know-how);
 - Dissemination conflicts with other obligations of the GA (personal data, security obligations, etc.).

N.B. Classified information: can be disclosed only after the approval by the EC/agency.

Art. 29 – Dissemination of results

- ▶ Dissemination measures must be in line with the project **exploitation and dissemination plan** and proportionate to the **expected impacts** from the action
- ▶ In order to create visibility for the project's achievements and to ensure knowledge spillover and access to a broader public, you may use different dissemination channels:
 - Scientific and non-scientific publications
 - Website
 - Presentation at a scientific conference
 - Social media
 - Open Access

Art. 29 – Dissemination of results



Open access

Open Access: *practice of providing on-line access to scientific information that is free of charge to the end-user and that is re-usable, ensuring that a publication can be read online, downloaded and printed via repository for scientific publications*

Peer-reviewed scientific publications related to the project's results

Non-peer reviewed articles, monographs, books, conference proceedings

Obligation to ensure open, free-of-charges access

Not covered by the open access obligation. However, whenever possible, beneficiary are encouraged to provide open access

Peer-reviewed scientific publications:
publications that have been evaluated by other scholars

OPEN ACCESS

- ▶ The idea at the basis of Open Access is that within ERA (*European Research Area*) researchers, scientific knowledge and technology should freely circulate.
- ▶ By encouraging the open access policy, the EC aims at guaranteeing
 - a) **Better efficiency** by encouraging the collaboration and avoiding the risk of replication
 - b) **Higher growth** by accelerating the processes of innovation and **exploitation of results**
 - c) **Transparency**, by involving citizens and society on its whole

Open access

Two types of Open access publication:

- ▶ **Gold open access** (o "*Open access publishing*"): means that open access is provided immediately via the publisher when an article is published. The payment of publication costs is shifted from readers' subscriptions to payments by the author.
 - ▶ **Green Open access** (o "*Self Archiving*"): means that the article or the peer-reviewed manuscript is archived by the researcher in an on-line repository before, during or after the publication. Access to the article is often – but not necessarily – delayed (*embargo period*), as some scientific publishers may wish to recoup their investment by selling subscriptions and charging pay-per-download view fees during an exclusivity period
- ▶ Open access does not mean that the beneficiaries are obliged to publish their results: it sets the requirement in case they decide to publish them.

Open access to scientific publications

Each beneficiary must:

- ▶ register a machine-readable electronic copy of the published version or final peer-reviewed manuscript accepted for publication in a repository for scientific publications (i.e. OpenAIRE)
 - As soon as possible and, at the latest, at the time of publication
- ▶ ensure open access of such publication at the latest:
 - For gold open access: at the time of publication
 - In the other cases: within 6 months from the publication (12 months in the humanities)
- ▶ Ensure online access — via the repository — to the bibliographic metadata that identify the publication (metadata include the terms “European Union”, Name of the action/project, Acronym, G.A, number, publication date)
- ▶ Deposit at the same time, the **research data** needed to validate the results.

Open access to research data

EC encourages the publication of research data on an optional basis through, if it does not conflict with a legitimate interest of the beneficiaries

- ▶ Participation to the ***Open Research Data Pilot***: The beneficiaries that participate to the Open Research Data Pilot must provide open access for digital research data generated from the project — option stated in the Work Programme — unless it is against their legitimate commercial interests.
- ▶ **Research data** refers to information, in particular facts or numbers, collected to be examined and considered as a basis for reasoning, discussion or calculation.
- ▶ In a research context, examples of data include statistics, results of experiments, measurements, observations resulting from fieldwork, survey results, interview recordings and images. The focus is on research data that is available in digital form.
- ▶ Only data generated *digitally* in the action is concerned.

Open access to research data

- ▶ Open access to research data means taking measures to make it possible for third parties to access, mine, exploit, reproduce and disseminate data via a research data repository (i.e. Re3Data or Databib, Zenodo).
- ▶ Open access must be provided as soon as possible for data needed to validate the results presented in the scientific publication, while for the other data, beneficiaries are free to decide for an embargo period in the Data Management Plan.
- ▶ The pilot applies to two types of data:
 - Needed to validate the results presented in scientific publications and associated metadata
 - Other data and associated metadata, as specified by the beneficiaries themselves.
 - Actions which participate to the pilot must draw up a data management plan (DMP) within the first six months of the project implementation.

Open access to research data

- ▶ The beneficiaries must
 - 1) file in a research data repository and in a standard format:
 - ✓ the necessary data to validate the results presented in scientific publications
 - ✓ further data specified in the “data management plan” (see Annex I)
 - ✓ metadata that identify the filed publication of data
 - 2) Adopt measures to enable access, mining, exploitation, reproduction and dissemination of filed data and related metadata, free of charge, a.s.a.p. and at the latest:
 - ✓ at the time of publication – for data needed to validate the results
 - ✓ within the deadline specified in the data management plan – for other data

Open access to research data

- 4) provide information — via the repository — about tools and instruments at the disposal of the beneficiaries and necessary for validating the results (and — when possible — provide these tools, e.g. software)

EU emblem

- ▶ Unless otherwise agreed, or because of technical problems, dissemination of results (including electronic format) must:
 - display the EU emblem (with appropriate prominence compared to other logos)
 - include the following text: “*This project has received funding from the [EU’s Horizon 2020 research and innovation programme] under Grant Agreement No [....]*”.

Disclaimer

Dissemination activities must indicate the fact that they reflect only the author's opinion and that the Commission is not responsible for any use that may be made of the disseminated information.

Art. 30 – Transfer of results

- ▶ The beneficiary may transfer ownership of its results by transferring the related obligations concerning, for instance:
 - Access rights to results
 - Joint ownership-related obligations
 - Protection of results
 - Exploitation of results
 - EU/Agency's right to assume ownership or protection of results
 - Visibility of EU funding, dissemination of results, open access

- ▶ It is important to consider the other beneficiaries' legitimate interests:
 - Same timings of notification and objection as for dissemination of results (45 days/30 days).

Granting of licences

- ▶ The beneficiaries may **grant licences** (or exploitation rights) if this does not:
 - prevent access rights
 - contrast with their additional obligations regarding exploitation
- ▶ Exclusive licences may be granted only if all other beneficiaries have waived their access rights
- ▶ The Commission may object to transfer ownership or to grant an exclusive, or not exclusive, licence on action results (only if beneficiary has received EU funding), if:
 - the third party is established in a not associated Third Country and
 - the transfer or licence is not in line with EU interests regarding:
 - ✓ competitiveness (competitive advantage to non-EU companies),
 - ✓ ethical principles (results may used in a way contrary to ethical rules)
 - ✓ security

Option: Commission's right to object to transfers to third countries

- ▶ A beneficiary must formally notify the Commission if it intends to transfer or license by:
 - identifying the specific results concerned
 - describing the new owners and their exploitation plans
 - including an assessment of the likely impact of the transfer on EU competitiveness and its consistency regarding ethical principles and security
- ▶ The Commission may request additional information and may object to a transfer or it can set conditions within 60 days from receiving notification on the beneficiary's willingness to transfer
- ▶ The contract may include a prior approval from the Commission for the transfer made by some beneficiaries. In this case, the notification is not needed.

Art. 31 Access rights to results

- ▶ The conditions for the access right to the background apply
 - The access right must be exercised in writing
 - The waiver of access right is not valid except in writing
 - The access right does not include the sub-license right (unless otherwise agreed and normally subject to payment)

The beneficiaries can grant exclusive licenses to third parties if the other partners waive their access rights

Art. 31 Access rights to results

- ▶ A distinction should be made for:
 - a) Access to results needed for the implementation of action tasks
 - royalty-free
 - b) Access to results needed for the exploitation of results
 - under fair and reasonable conditions (e.g. monetary compensation such as royalty and/or lump sum, not monetary, or royalty-free)
 - Access may be requested up to one year after the end of the action, unless otherwise agreed

To avoid conflicts, it is appropriate to provide a common interpretation in the Consortium Agreement of what is «needed».

Art. 31 Access rights to results

- ▶ Access to results can be given — under fair and reasonable conditions — if they are **needed** by:
 - Other beneficiaries, for implementing the project tasks
 - Affiliated entities of another beneficiary, to exploit the results.
- ▶ There is no definition of «needed», it is on the decision of the beneficiary which owns the rights.
- ▶ They are not automatic, they **should be requested** in written
- ▶ possibility of waive of access rights by one of the beneficiaries, by written request.

Art. 31 Access rights to results

- ▶ Access to results should be given:
 - For the implementation of action tasks: royalty free
 - For the exploitation of results: under fair and reasonable conditions
- ▶ Beneficiaries are free to grant additional access rights also to other parties (CA)
- ▶ EU institutions, bodies, agencies, etc. have access rights on project's results for policy purpose.

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