



## **Project Coordinators Info Day**

CFM & OC 2015-2016

4 october 2016



## 1 - Introduction



# 2 - Calls 2015-2016 status overview



#### Calls 2015-2016 status overview CFM

		<del>,</del>			
ACRONYM	COORDINATOR	COORDINATORS' CONTACTS	STARTING DATE	PROJECT OFFICER	COMPLEMENTARITY
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	_	lars.bergmann@siemens.com			CYRail
X2Rail-1	SIE	Tel: +49(531)226 4628	01-Sep	L Garvia	VITE
		` ,			MISTRAL
FR8RAIL	TRV	1	01-Sep	L Garvia	INNOWAG
			•		
ARCC	DB	_	01-Sep	L Garvia	SMART
			•		
FINE 1	BTG	_	01-Sep	A Berto	OPEUS
		Tel: +49 330 2893992	•		DESTINATE
Co-Active	THA	lionel.levieux@thalesgroup.com	01-Sep	A Berto	ATTRACKTIVE
		Tel: +33 1 69 88 57 07			GoF4R
					ST4RT
ATTRACKTIVE	HACON	daniel.schmidt@hacon.de	01-Sep	A Porto	Co-Active
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		frank schlaigr@rail hambardiar som			ST4RT
FFL4E	BTG	_	01-Sep	L Garvia	DYNAFREIGHT
				<del> </del>	
IMPACT-1	DLR	,	01-Sep	A Berto	NEAR2050
			•		
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		Tel: +34 943 189241	01-Seb		SAFE4RAIL
IN2SMART	ASTS	nadia.mazzino@ansaldo-sts.com	01 Can	G Patris	
		Tel: +39 0106552308	01-Seb		n.a.
INIOTED ACIA	TRV	sam.berggren@trafikverket.se	01 Can	G Patris	S-CODE
INZINACK		Tel: +46 10 12 31691	01-26h		
DINTA	AI C	laurent.nicod@transport.alstom.com	01 500	L Garvia	n 2
PINTA	ALO	Tel: +33 5 62 53 48 57	01-26h		n.a.
	X2Rail-1 FR8RAIL ARCC FINE 1 Co-Active ATTRACKTIVE FFL4E IMPACT-1 PLASA CONNECTA	X2Rail-1 SIE  FR8RAIL TRV  ARCC DB  FINE 1 BTG  Co-Active THA  ATTRACKTIVE HACON  FFL4E BTG  IMPACT-1 DLR  PLASA DB  CONNECTA CAF  IN2SMART ASTS  IN2TRACK TRV	X2Rail-1   SIE	SIE	X2Rail-1   SIE



S2R-OC-IP2-03-2015

S2R-OC-IP5-01-2015

S2R-OC-CCA-02-2015

S2R-OC-CCA-03-2015

S2R-OC-IP2-02-2015

S2R-OC-IP5-02-2015

S2R-OC-IP5-03-2015

S2R-OC-CCA-01-2015

S2R-OC-CCA-04-2015

S2R-OC-IP3-01-2016

S2R-OC-IP4-01-2016

S2R-OC-IP4-02-2016

S2R-OC-IP1-02-2016

**MISTRAL** 

**SMART** 

**OPEUS** 

DESTINATE

VITE

DYNAFREIGHT

**INNOWAG** 

**NEAR2050** 

**GoSAFE RAIL** 

S-CODE

GoF4R

ST4RT

SAFE4RAIL

**ISMB** 

UNIVERSITAET

**BREMEN** 

**UNEW** 

TUB

INE

UNIFE

**UNEW** 

IITF

**GDG** 

UoB

UNIFE

UNIFE

TTT

Shift2Rail	Calls 2015-2016 status overview OC

ACRONYM	COORDINATOR	COORDINATORS' CONTACTS	STARTING DATE	PROJECT OFFICER	COMPLEMENTARITY
CYRail	EVOLEO	rodolfo.martins@evoleotech.com Tel.: +351 229 424 327	01/10/2016 GA signed	G Patris	X-2Rail-1
			CYRail EVOLEO rodolfo.martins@evoleotech.com	CYRail FVOLFO rodolfo.martins@evoleotech.com 01/10/2016	CYRail FVOLFO rodolfo.martins@evoleotech.com 01/10/2016 G.Patris

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01/11/2016

GA signed

01/10/2016

GA signed

01/11/2016

Signature pending

01/11/2016

Signature pending

01/10/2016

Signature pending

01/11/2016

Signature pending

01/11/2016

Signature pending

01/10/2016

GA signed

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01/11/2016

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**G** Patris

L Garvia

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A Berto

**G** Patris

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A Berto

G patris

A Berto

A Berto

L Garvia

X-2Rail-1

**ARCC** 

FINE-1

FINE-1

X-2Rail-1

FFL4E

FR8RAIL

IMPACT-1

**PLASA** 

**IN2TRACK** 

Co-Active

**ATTRACKTIVE** 

Co-Active

**ATTRACKTIVE** 

connecta  $^{6}$ 



# 3 – Projects ... part of the Shift2Rail Programme



### What is Shift2Rail?

A public-private partnership, a platform for the rail sector as a whole to work together to drive innovation in the years to come ... 2024... to achieve

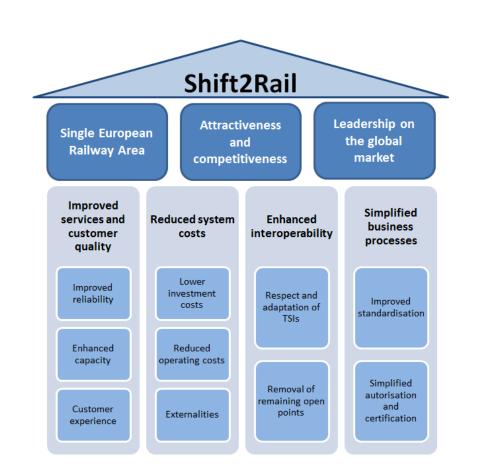
- a 50 % reduction of the life-cycle cost of the railway transport system (i.e. costs of building, operating, maintaining and renewing infrastructure and rolling stock);
- a 100 % increase in the capacity of the railway transport system;
- a 50 % increase in the reliability and punctuality of rail services (measured as a 50 % decrease in unreliability and late arrivals).

Council Regulation (EU) No 642/2014 of 16 June 2014 (S2R Regulation)



## **Key objectives**

- Single European Railway Area
- attractiveness and competitiveness of the European railway system
- leadership on the global market





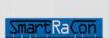
## An open organization

- 8 Founding Members having committed at least EUR 30 million for the duration of Shift2Rail, to secure substantial industry co-funding from the outset
- 19 Associated Members selected as a result of a call representing a broad range of actors from the entire rail value chain and from other innovative sectors, including SMEs, research organizations, universities, etc.
- at least 30% of the Union contribution through calls for non-JU members































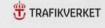






















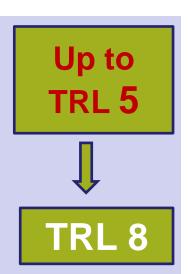






### How we work

Research and Innovation Actions (RIA)



- Innovation Actions (IA)
  - Demonstration actions
- Coordination and Support Actions (CSA)

cross-sectorial challenges, supporting VCs, networking...



## **Programme financials**



## **Programme 967M**

S2R (H2020) Co-Fin 450M Railway Sector Net Contribution 490M

Other 27M



### Where we stand

- Lighthouse, ongoing 4 Projects & 52 Mio EUR
- Members' R&I activities, 1 Sept 16, 13 Projects & 142
   Mio EUR
- OC R&I activities, by 1 Nov 16, 14 Projects & 25 Mio
   EUR
- 1<sup>st</sup> meeting of System Integration Working Group
- States Representative Group and Scientific Committee meetings
- Multi-Annual Action Plan Top Down review
- Annual Work Plan 2017 under preparation & Info Days
- Set up of the Organization ongoing



### 2017 activities

- Launch of call for proposals early 2017
- Coverage of all Multi-Annual Action Plan subjects
- Indicative Budget as per multi-annual planning indicatively at EUR 60 million of which around EUR 20 million open to non-member entities
- Involvement of SMEs to be fostered, although already meeting the 30% target in previous calls
- Dissemination and promotion activities to make S2R an open platform for Railway Research and Innovation
- Mid-tem evaluation and recommendation for the future



## **Key S2R reference documents**

Regulation The S2R Master Plan The S2R **Multiannual Action Plan The S2R Annual Work** Plans

• Shift2Rail JU Regulation: general objectives

- The S2R Master Plan a high-level strategic vision and key priority research areas.
- The S2R Multi-annual Action Plan (MAAP): detailed, long-term investment plan translating the MP into concrete actions, milestones and deliverables to be undertaken collaboratively by the S2R JU in the period 2015-2024
  - The S2R annual work plans contain the specific topic scope and links across projects



### Structure of the MAAP

#### **GENERAL INTRODUCTION**

#### **PART 1:**

SHIFT2RAIL: PROMOTING THE MODAL SHIFT AND THE COMPETITIVENESS OF THE EUROPEAN RAILWAY INDUSTRY

#### **PART 2:**

SHIFT2RAIL PROGRAMME SCOPE AND STRUCTURE

#### PART 3: DETAILED MULTIANNUAL ACTION PLAN PER IP

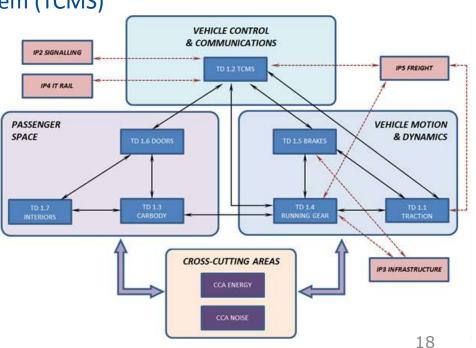
IP1 IP2 IP3 IP4 IP5 CCA



#### **IP1 - Cost Efficient and Reliable Trains**

#### Expected value of the entire IP: EUR 221.5M

- TD1.1 Traction Systems
- TD1.2 Train Control and Monitoring System (TCMS)
- TD1.3 Carbody Shell
- TD1.4 Running Gear
- TD1.5 Brakes Systems
- TD1.6 Doors and Access Systems
- TD1.7 Train Modularity In Use (TMIU)

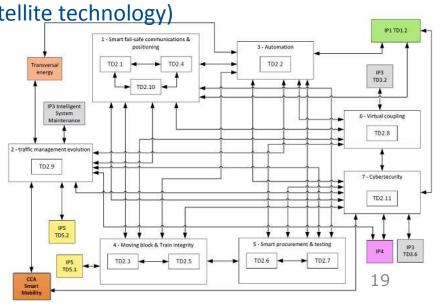




## IP2 - Advanced Traffic Management and Control Systems

#### Expected value of the entire IP: EUR 191,4M

- TD2.1 Adaptable communications for all railways
- TD2.2 Railway network capacity increase (ATO up to GoA4 UTO)
- TD2.3 Moving Block
- TD2.4 Fail-Safe Train Positioning (including satellite technology)
- TD2.5 On-board Train Integrity
- TD2.6 Zero on-site testing
- TD2.7 Formal methods and standardisation
- TD2.8 Virtually Coupled Train Sets
- TD2.9 Traffic management evolution
- TD2.10 Smart radio-connected objects
- TD2.11 Cyber Security

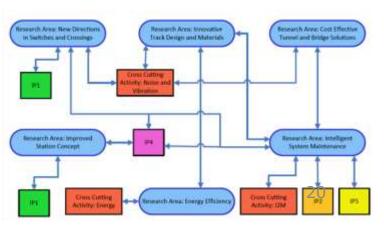




## IP3 - Cost Efficient and Reliable Infrastructure

#### Expected value of the entire IP: EUR 150,3M€

- TD3.1 Enhanced Switch & Crossing System
- TD3.2 Next Generation Switch & Crossing System
- TD3.3 Optimised Track System
- TD3.4 Next Generation Track System
- TD3.5 Proactive Bridge and Tunnel Assessment, Repair and Upgrade
- TD3.6 Dynamic Railway Information Management System
- TD3.7 Railway Integrated Measuring and Monitoring System
- TD3.8 Intelligent Asset Management Strategies
- TD3.9 Smart Power Supply
- TD3.10 Smart Metering
- TD3.11 Future Stations

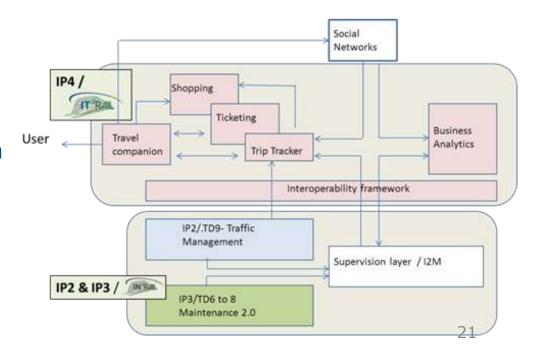




## **IP4 - IT Solutions for Attractive Railway Services**

#### **Expected value of the entire IP :** EUR 84,8M€

- TD4.1 Interoperability Framework
- TD4.2 Travel Shopping
- TD4.3 Booking & Ticketing
- TD4.4 Trip Tracker
- TD4.5 Travel Companion
- TD4.6 Business Analytics Platform
- TD4.7 integrated TD





## IP5 - Technologies for sustainable and attractive European rail freight

Expected value of the entire IP: EUR 82,1M

- TD5.0 Business analytics and implementation strategies
- TD5.1 Freight electrification, brakes and telematics
- TD5.2 Access and Operation
- TD5.3 Wagon design
- TD5.4 Novel Terminal, Hubs, Marshalling Yards, Sidings
- TD5.5 New Freight Propulsion Concepts
- TD5.6 Autonomous train operation



## **CCA – Cross Cutting Activities**

#### Expected value of the entire IP: EUR 34,6M

#### Overview of the Working Areas

- Work Area 1 Long-term needs and socio-economic research
- Work Area 2 KPI method development and integrated assessment
- Work Area 3 Safety, Standardisation, Smart Maintenance, Smart Materials & Virtual certification
- Work Area 4 –Smart Mobility (Smart Planning & Integrated Mobility Management)
- Work Area 5 Energy and Sustainability (Noise & Vibration)
- Work Area 6 Human Capital



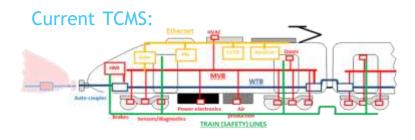
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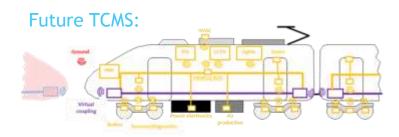


## Example of a Technology Demonstrator

#### **TD1.2 Train Control and Monitoring System Demonstrator**

- Technological output to be delivered by this TD:
  - New generation TCMS architectures and components with wireless capabilities, enhanced throughput, safety and security functionalities, supporting distributed function execution and mechanisms for easier authorisation.
- Specific achievements to be delivered by this TD:
  - 1. Reduce the amount and weight of cabling for train control by half (Save 10 km of cable in each 20 m railcar). Reduce the space used by electronics hardware by 25%
  - 2. Ability to implement SIL4 functions in the TCMS to perform additional safety-critical tasks.
  - 3. Increase in the availability of trains related to the functioning of train control and monitoring by 50%
  - 4. Ability to couple any pair of multiple unit of different types, a feature currently totally non-existent and can significantly increase line capacity
  - 5. Support technologically the development of the "virtual coupling" concept, which can dramatically increase the capacity of lines
  - 6. Reduce cost, time and effort in project engineering, integration and authorisation phases by 50%







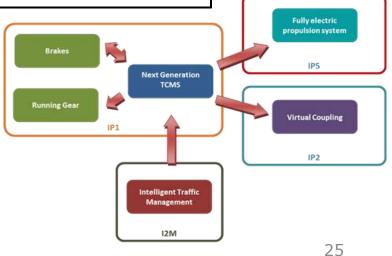
## Example of a Technology Demonstrator

• the contribution of TD 1.2 TCMS to the different ITDs of Shift2Rail:

	Specific	Specification	Demonstrator		Facus of auticity.			
Research Area	Techn. objective	Activities	Market	TRL	Focus of activity			
	Wireless TCMS	Radio techn., architecture and protocols			Incorporate wireless technologies to the train communication network solutions (i.e. train backbone, consist network and train to ground communication).			
Train Control & Monit. System			Metro Regional	b/ / 	Provide a train-wide communication network for full TCMS support including the replacement of train lines, connecting safety functions up to SIL4 (incl. signalling).			
	Functional distribution			6/ /	New architectural concept based on standard framework & application profiles, distributed computing to allow execution of compliant functions on end devices distributed along the vehicle meeting different safety & integrity requirements			
		and interface definition	Regional		Support the Functional Open Coupling			
		Technology ng on the definition, protocols and procedures		6/7	Standardised simulation framework in which all subsystems of the train will be simulated, allowing remote and distributed testing including hardware in-the-loop through heterogeneous communication networks.			

- Interaction with other TDs and IPs:
- Planning (budget estimated at 48,8M€):

	TASKS	TRL	2015	2016	2017	2018	2019	2020	2021
TD1.2	TCMS					T .		ı	
	1.2.0 General specification	-				T.		1	
	1.2.1Wireless TCMS	6/7							
	1.2.2 Drive-by-data					1			
	1.2.3 Functional distribution architect.					1			
	1.2.4 Virtual placing on the market	5				1			
	1.2.5 Integration, demo & a ssessment	6/7				I			
	1.2.6 Technical coordination	-							





#### **MAAP** role

- a reference document
- all grants awarded for the action/projects should aims to achieve the Multi Annual Action Plan
- base for qualitative content and identification of expertise gaps
- facilitate the preparation of result-oriented Annual Work Plans

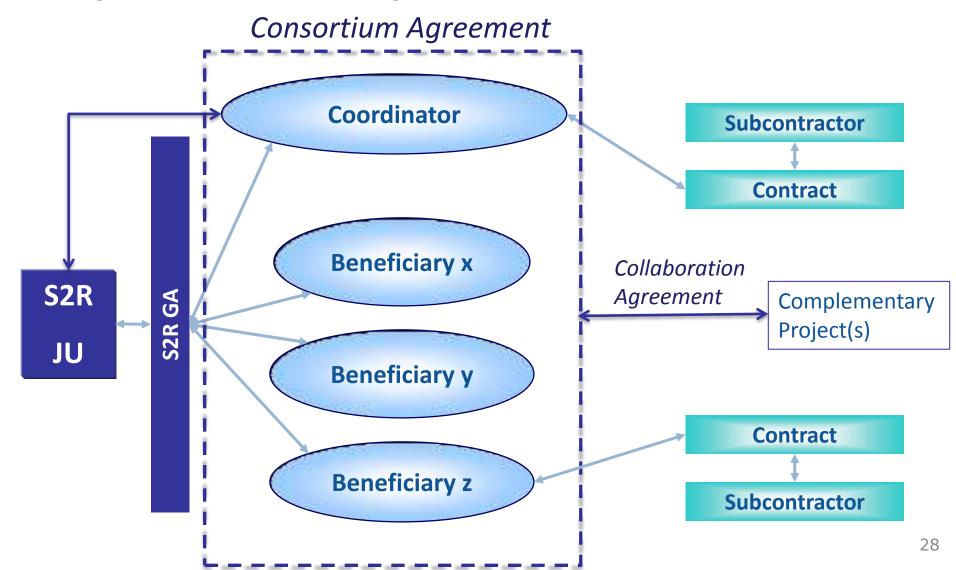


## 4 - Manage your project: Legal Aspects



## **Grant Agreement Structure**

#### **Range of Contractual Agreements**





## **Grant Agreement structure**

# H2020 Grant Agreement

Annex 1: Description of the action part A & B

Annex 2: Estimated budget

Annex 3: Accession forms of beneficiaries

Annex 3a: Declaration joint liability of third parties

Annex 4: Model financial statements

Annex 5: Model certificate on financial statements

Annex 6: Model certificate on the methodology



## Third parties

Subsidiarity: contributions must be necessary

Principle: a beneficiary must have the capacities to perform the action

Subcontracting: only a limited part of the action

Generally, beneficiaries are meant to deal directly with the majority of the action



## **AGA p. 115**

Types of third parties	CHARACTERISTICS										
	Does work of the action	Provides resources or services	What is eligible?	Must be indicated in Annex 1	Indirect costs	Selecting the third party	Articles				
Linked third party	YES	NO	Costs	YES	YES	Must be affiliated or have a legal link	Article 14				
Subcontractors	YES	NO	Price	YES	NO	Best value for money, avoid conflict of interest	Article 13				
Third party providing in-kind contributions	NO	YES	Costs	YES	YES	Cannot be used to circumvent the rules	Articles 11 and 12				
Contractors	NO	YES	Price	NO	YES	Best value for money, avoid conflict of interest	Article 10				



## Linked third parties (1)

#### Affiliated entities (capital link) are:

- 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.

#### Entities with a legal link:

- broad relationship
- not specifically created for the work in the GA (no ad hoc collaboration agreements).



## Linked third parties (2)

Legal link: takes the form of an agreement (collaboration agreement, membership agreement for an association, etc...). In principle, precedes and outlasts the GA.

Joint and several liability of a linked third party may be required by the Agency during the selection procedure if:

- the financial viability/capacity of a beneficiary is 'weak'
- the beneficiary mainly coordinates the work of its third linked party.



## Linked third parties (3)

No profit, only costs are eligible.

Performance of an action task.



## Third party with In-kind contributions

Art. 11 – Against payment

Art. 12 – Free of charge

- Relate to non-financial resources: seconded staff, equipment, infrastructure and others.
- No action task.
- A legal framework must exist for the contribution: collaboration agreement.
- No profit. Only incurred costs are eligible and in accordance with the existing collaboration agreement with the beneficiary.

## Purchases (Art.10)

Purchases of goods, works or services (Art.10)

 If necessary to implement the action and limited in cost and scope.

 National public procurement rules/best value for money.



## Subcontracting (Art. 13)

#### **Subcontracting versus Purchases:**

- Implementation of action task or only participation in its implementation (auxiliary tasks)?
- Grey area.
- Best value for money'/national law on public procurement in both cases.



## Subcontracting (Art. 13)

Relates to action tasks and may only cover a limited part of the action, if necessary to implement it.

Best value for money/national procurement rules.

Transparency.

Conflict of interest.

Contractual and commercial relationship entailing profit.



## Subcontracting (Art. 13)

Framework contracts: can be a basis to select the subcontractor if awarded according to principles.

New subcontracts: amendment in principle.

25% indirect costs inapplicable.

Specific cases: exclusion of subcontracting.

"Pre-selected" subcontractors.



#### Documents to be kept

Contribution and estimation of costs.

Selection procedure.



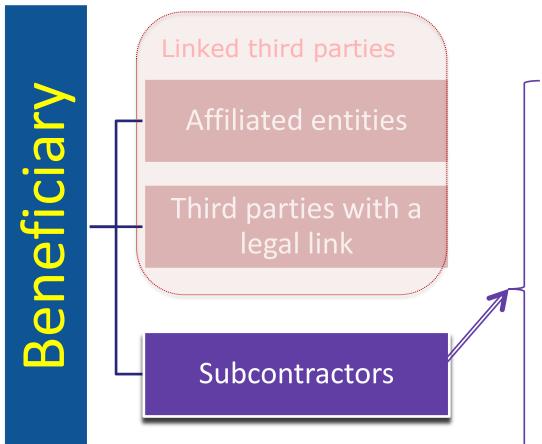
## **Summary: Third parties (1)**

# **Seneficiary** Contracts necessary for the implementation Contributions in kind

- For the purchase of goods, works or services
- Ensure best value for money and avoid any conflict of interests
- Article 10 GA
- Free of charge or against payment are eligible costs if they meet the eligibility conditions
- Must be set out in Annex 1
- NEW: if not identified in Annex 1, S2R JU may still approve them (beneficiary bears the risk of rejection)
- Articles 11 & 12 GA



## **Summary: Third parties (2)**



- Ensure best value for money and avoid any conflict of interests
- Estimated costs and tasks must be identified in the budget and Annex 1
- NEW: if not identified in Annex 1, S2R JU may still approve them (beneficiary bears the risk of rejection)
- Article 13 GA



## **Summary: Third parties (3)**

Linked third parties Beneficiary **Affiliated** entities Third parties with a legal link Subcontractors

- Similar to FP7 Special Clause 10
- Must be identified in the GA
- Separate tasks / budget
- Same <u>cost</u> eligibility criteria like beneficiaries
- NEW: S2R JU may request them to accept joint and several liability for their EU contribution
- Article 14 GA



## **Consortium Agreement (1)**

The S2R JU is NOT part of it.

#### **Key issues addressed in the Consortium Agreement:**

- Management
- distribution of funds
- internal organisation of work, internal reporting
- evolution of the consortium
- IPR (to be decided before signature of contract)
- Risk management / collective responsibility
- Decision-making process



## **Consortium agreement (2)**

Mandatory if no exception in the WP.

Must not contradict the GA.

Conclusion before GA signature highly recommended.



## **Collaboration Agreement**

- 1. complementary is defined at topic level
- evaluation of complementary project proposals is done by the same panel of experts
- 3. complementarity between topics is compulsory established in the Grant Agreement
- 4. IP SteCos and CCA WG high level synchronization points: Project Coordinators may attend the SteeCo meetings as observer and IP Coordinators cooperate with project coordinator to foster/promote synergies
- 5. S2R Programme Managers: Central Contact Point for both projects



## **Collaboration Agreement**

- to be signed between the complementary beneficiaries of OC with beneficiaries of CFM (Arts.
  2 and 41.4 of the GA)
- Model Collaboration Agreement to be used ... but to be fine-tuned by the parties to suit the specific needs
- use a different Collaboration Agreement to be shared with S2R JU
- not required to be signed before starting the project but preferable asap
- collaboration may entail changes in your own project: assess the need for an amendment



## **Ethics and Security**

Ethics review is conducted in order not to fund proposals that contravene ethical principles. Proposals that are security sensitive must undergo a security screening

Self-assessment at the stage of proposals submission

Ethics review during the selection procedure

- Clearance
- Conditional clearance
  - definition of ethics requirements
  - > Ethics deliverables
- Recommendation for ethics checks

Ethics checks, review and audits

Common ethics issues – participation of humans in research, protection of personal data, participation of third countries, dual use



## Suspension of the GA (1)

#### By the beneficiaries:

- exceptional situation when "force majeure" reasons apply
- amendment necessary to set resume date, extend duration of action and other changes



## Suspension of the GA (2)

#### By the JU (Art.49§2 GA):

- if the beneficiary has committed (or is suspected of this) substantial errors, irregularities, fraud or serious breach of obligations in the award procedure or under the GA
- if the beneficiary has committed systemic/recurrent errors, irregularities, fraud etc in other grants that have a material impact on our grant
- if the action is suspected of having lost its scientific or technological relevance

NB: Contradictory procedure > 30 days to submit observations for the coordinator



## Suspension of the GA (3)

**Attention**: in both cases costs incurred during the suspension period are NOT eligible.



## **Termination (1)**

- Termination of the GA by the beneficiaries
- Termination of participation(s) by the beneficiaries
- Termination of the GA by the Agency
- Termination of participation of one or more beneficiaries by the Agency: only for the 11 grounds listed under Art. 50.3.1 GA



## **Termination (2)**

- <sup>-</sup> Termination by the JU (Art. 50.3 GA): only for the 11 grounds listed under Art. 50.3.1 GA
- Contradictory procedure: 30 days to submit observations after notification.



## **Termination (3)**

By the beneficiaries (Art. 50.1): justification in the notification.

If justification unsatisfactory (lack of 'legitimate reasons')> improper termination > possible reduction of the grant

No retroactivity



# 5 – Manage your project: Financial aspects Reporting, payments, budget and cost categories



## 5.1 - Reporting & payments



#### **Technical deliverables**



- The S2R JU will undertake regular review for each of the funded project to ensure the Deliverables are on-track and of the necessary quality
  - ➤ Those "investment gate controls" are set in the GA for Members' project as Annual → month of April, before payments
  - For OC projects the control will be based on the received deliverables and project review may also happen during the same period



#### **Reporting Periods OC**

#### ARTICLE 20 — REPORTING — PAYMENT REQUESTS

#### ARTICLE 20 — REPORTING — PAYMENT REQUESTS

#### 20.1 Obligation to submit <u>reports</u>

The coordinator must submit to the [Commission][Agency] (see Article 52) the technical and financial reports set out in this Article. These reports include the requests for payment and must be drawn up using the forms and templates provided in the electronic exchange system (see Article 52).

#### 20.2 Reporting periods

The action is divided into the following '**reporting periods**':

```
- RP1: from month 1 to month [X]
[- RP2: from month [X+1] to month [Y]
- RP3: from month [Y+1] to month [Z]
[same for other RPs]
- RPN: from month [N+1] to [the last month of the project].]
```



#### **Reporting Periods CFM**

#### **Legal Obligation for reporting**

#### S2R, deadline 31.01.n+1

"The members of the S2R Joint Undertaking other than the Union shall report by 31 January each year to the Governing Board of the S2R Joint Undertaking on the value of the contributions referred to in paragraph 2 made in each of the previous financial years"

Article 4.3 of the S2R Council Regulation

#### H2020

Article 20 AGA: common practice, for example, 1 review per 18 Months project duration



#### **Reporting Periods CFM**

 Reporting period ending 31.12.n for H2020 eligible costs, IKOP and IKAA (as set in Article 20 AGA for H2020 eligible costs)

#### Deadline 31.01.n+1

- Periodic Action Cost: H2020 eligible cost + IKOP per beneficiary. Template provided by S2R/submitted by the Project Coordinator/data per Member consolidated by S2R
- IKAA declaration to S2R by each Member

#### Deadline 28.02.n+1

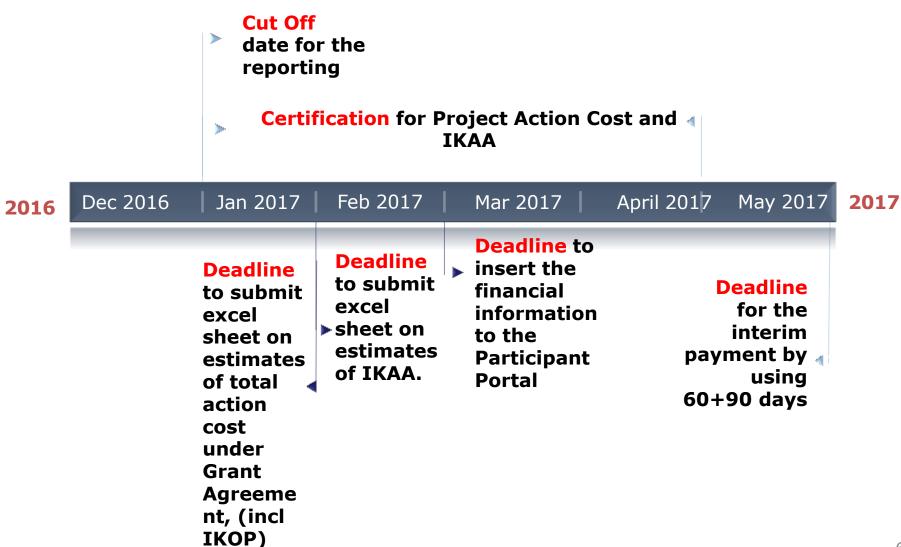
- The Request for funding is finalised, the information from the [Excel template] is coded by then in H2020 Participant Portal covering also IKOP and adjusted as needed versus the version submitted on 31.1

#### Deadline 30.04.n+1

- Certificate on the Periodic Action Cost and IKAA supplied to S2R



#### **Reporting Periods CFM**





## **Types of payments (Article 21)**



One pre-financing



One or several interim payments



One payment of the balance



## **Payments**

- Payments will be made to the coordinator to the bank account established in the grant agreement
- Coordinator must distribute the payments to the beneficiaries without unjustified delay
- The coordinator will inform about the distribution of the payments: if the S2R JU requires it, in the event of a recovery at payment of the balance, if the participation of a beneficiary is terminated
- If the S2R JU does not pay within the deadline, the beneficiaries are entitled to a **late-payment interest**



## **Pre-financing**

#### One pre-financing payment

When

 Within 30 days from the signature of the grant or 10 days before the starting date, whichever is latest

How much

- Usually = maximum grant amount / number of periods
- Retention 5 % of maximum grant for Guarantee
   Fund

**Characteristics** 

 It remains the property of the EU until the payment of the balance



## **Pre-financing**

EXAMPLE						
Maximum grant amount (Article 5.1)	Funding rate	Reporting periods	Guarantee Fund (5 % x 1 000 000)			
1 000 000	100%	3	50 000			

Usual pre-financing = maximum grant amount / number of periods

#### **Pre-financing Payment**





#### **Guarantee Fund**

- Participant's Guarantee Fund is established amounting to 5% of total funding contribution
- The Guarantee Fund belongs to all beneficiaries of grant agreements under H2020
- Financial interests generated by the Guarantee
   Fund will serve to cover against financial risks
- The amount contributed to the Fund will be reimbursed at the end of the final payment after the end of the project



#### After the end of each interim period



- ✓ explanation of the work carried out
- ✓ overview of progress (milestones and deliverables)
- √ summary for publication
- ✓ plan for the exploitation and dissemination of results (if required)
- answers to the questionnaire

#### Periodic Financial Report

- ✓ Financial Statement (individual & summary)
- ✓ Explanation of the use of the resources



#### After the end of each interim period

#### An interim payment

When

• 90 days from reception of periodic reports

How much

- EU contribution corresponding to the eligible costs incurred in the reporting period
- Limit = 90 % of the maximum grant amount

**Characteristics** 

 Ineligible costs will be rejected and not taken into account for the payment



#### After the end of the last period



In addition to the periodic report

#### Final Technical Report

- ✓ summary for publication
- ✓ overview of results and their exploitation & dissemination
- ✓ conclusions of the action and socioeconomic impact

#### Final Financial Report

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



#### After the end of the last period

#### A payment of the balance

#### When

• 90 days from reception of final reports

#### How much

Reimburses the remaining part of the eligible cost incurred

 Includes the release of the Guarantee Fund (GF)

## • If $\Sigma$ payments made < final grant amount : payment

#### **Characteristics**

- If Σ payments made > final grant amount:
   recovery → first by offsetting with GF released, if not enough, by a recovery order
- If applicable: receipts & reduction of the grant will be taken into account to determine the final grant amount

## Final grant amount: example

EXAMPLE						
Maximum grant amount	Approved eligible costs	Funding rate	If Receipts	If Reduction		
200	220	100%	30	20		

Step 1

Total approved eligible costs X reimbursement rate (100% research actions/70% and 100% innovation actions)

Step 2

The lower between Step 1 and the maximum amount of the grant

Lower between (220; 200) = 200

Step 3

If reduction due to the no-profit rule
(Profit (only if positive) = Step 2 + receipts – Eligible cost)

$$200 - (200 + 30 - 220) \Rightarrow 200 - 10 = 190$$

Step 4

If reduction due to improper implementation or breach obligations under GA, the lower between Step 3 and the reduced maximum grant

Lower between  $(190; (200 - 20)) \Rightarrow$  Lower between (190; 180) = 180



#### Reporting: what if...?

(Article 20.8)



## The consortium is late: no reports on time The S2R JU will send a reminder

The payment deadline is suspended

If still not submitted after 30 days, the S2R JU may terminate the grant agreement!



#### One beneficiary is late: its report is not

ready The Coordinator may decide to submit the reports without that beneficiary

Beneficiary's costs will be considered 'zero' for this reporting period, but it can declare its costs with the next reporting period



## Reporting

#### The S2R JU analyses the reports and:



The reports are complete and satisfactory, so it pays



The reports are incomplete / further information is needed:

© Commission/Agency request information to coordinator

Payment deadline is suspended



In exceptional cases the S2R JU may:

Reject the reports giving justification

Suspend the payments for one or more beneficiaries

Terminate the grant



## Reminders for the financial reports

- The reports must be in the language of the agreement: generally English
- The financial reports must be in €
- Linked third parties fill in a separate financial statement but only their beneficiaries can encode it in the IT system
- Don't forget to submit the **Certificate on the financial statements** (for beneficiaries and/or the linked third parties), if needed
  - \* as part of the final report
  - \* when total EU contribution claimed by the beneficiary on the basis of actual costs + unit costs for average personnel ≥ EUR 325.000 (excluding e.g. flat rates !)



## 5.2 - Budget and cost categories



## **Budget Transfers**

Budget transfers and re-allocation	Amendment needed?		
From one beneficiary to another	NO		
From one budget category to another	NO		
Re-allocation of Annex 1 tasks	YES		
Transfers between forms of funding (actual costs, unit costs, etc.)	YES if no budget was foreseen for the "form" receiving the transfer		
New subcontracts	YES (strongly advised)		



## **Budget Transfers**

	Estimated eligible* costs (per budget category)								
	A. Direct personnel costs				B. Direct costs of subcontracting	[C. Direct costs of fin. support]	D. Other direct costs		
	A.1 Personnel A.4 SME owners		without salary			D.1 Travel			
	A.2 Natural persons under direct contract		A.5 Beneficiaries that are natural persons without salary				D.2 Equipment		
	A.3 Seconded persons						D.3 Other goods and services		
	[A.6 Personnel for providing access to research infrastructure]						D.4 Costs of large research infrastructure		
Form of costs****	Actual Unit ①	Unit ①	Unit ②		Actual	Actual	Actual		
			XX EUR/hour						
	(a)	Total (b)	No hours	Total (c)	(d)	(e)	(f)		
Beneficiary 1	500.000	0	100	3.213	150.000	0	325.000		
Beneficiary 2	0	300.000	0	0	• 0	0	125.000		





- Subject to approval of technical reports
- Stated costs must be reasonable compared to work
- Actual (or follow the rules e.g. unit costs)
- Incurred during duration of project
- In accordance with beneficiary's usual accounting and management principles
- Recorded in the accounts of beneficiary
- Used for the sole purpose of achieving the objectives of the project





- Staff working on the project must keep time records (hours they spend on the project; regularly (daily, weekly); countersigned by a supervisor
- You must declare costs based on the actual amounts spent (AGA Article 5, Article 6(1)): Personnel Costs based on actual staff costs; Other direct costs based on actual costs for the project (AGA Article 6,2 D); Depreciation costs for assets; Real costs of consumables
- You cannot, under any circumstances, sub-contract to a project partner (AGA Article 13)





#### Forms of costs

#### **Actual costs**

 Costs actually incurred, identifiable and verifiable, recorded in the accounts, etc. see Article 6 GA



NEW: non-deductible VAT is now eligible

#### **Unit costs**

- A fixed amount per unit determined by the Funding Authority Example: for SME owners not receiving a salary
- For average personnel cost (based on the usual accounting practices with possible certificate on the methodology)

#### Flat rate

A percentage to be calculated on the eligible costs
 Example: 25% flat rate for indirect costs



## **PERSONNEL COSTS: novelties**

#### **✓ Less requirements for time records**

Example: No time records for researchers working exclusively on the project.

#### Wider acceptance of average personnel costs

Broadening the acceptance of usual cost accounting practices (including cost-centre approaches) as unit costs.

## Acceptance of additional remuneration

- → Limited to non-profit legal entities
- → Up to 8000 Euro/year/person working full-time exclusively in the action
- → Subject to specific conditions





## **Personnel Costs**

#### CALCULATING PERSONNEL COSTS



Calculation method defined in the model GA

#### **UNIT COSTS**





Calculated by the beneficiary in accordance to its usual accounting practices

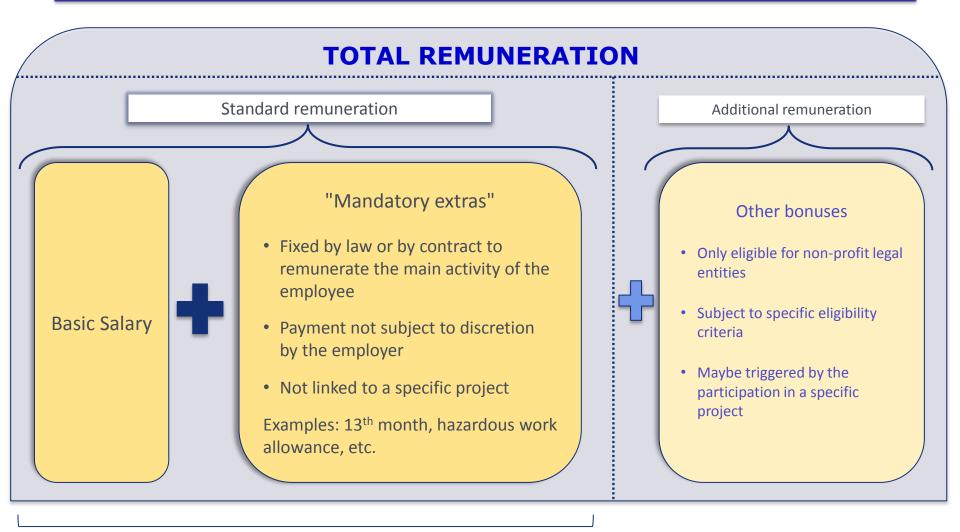
(Average personnel costs)

Fixed by the Commission

for the owners of SME beneficiaries without a salary and natural persons without a salary



## **Actual Personnel Costs (calc I)**



**Hourly rate** 



## **Actual Personnel Costs (calc I)**

**Actual Personnel Cost =** 

Hours worked for the project x Hourly rate

where

Hourly rate =

Annual personnel costs

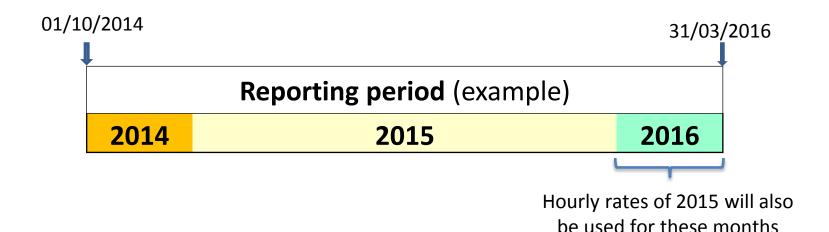
Annual productive hours

- → The hourly rate is to be calculated **per financial year**
- → If the financial year is not closed at the time of reporting, the beneficiary must use the last closed financial year available.



## **Actual Personnel Costs (calc II)**

#### Use of the last closed financial year



#### ADVANTAGES FOR THE BENEFICIARIES

- ⇒ NO ADJUSTMENTS TO BE DECLARED IN THE NEXT PERIOD
- ➡ LEGAL CERTAINTY: NO DOUBTS ABOUT WHAT PERIOD AND WHAT DATA MUST BE USED FOR THE CALCULATION
- REMOVES ERRORS DUE TO INCORRECT CALCULATIONS FOR FRACTIONS OF A YEAR



## **Annual Productive Hours**

#### **1720** hours

#### Individual annual productive hours

• Formula: annual workable hours + overtime - absences

#### Standard annual productive hours

 According to the beneficiary's usual accounting practices; Minimum threshold: annual productive hours ≥ 90 % of the standard workable hours



## **Other Direct Cost**

- Cost must be actual, identifiable and verifiable (Art. 6 AGA)
  - No estimation of costs
  - No budgeted costs
- May include energy and power supply if can be measured and if it is the general practice to include actual cost to a project and not include it to the overheads
- Spare part may be included but only from the portion of actual consumption
- Contracts when they do not cover the implementation of action task but they are necessary (audit certificate, translation, consultant, setting up a website if not identified in Annex 1 as a task to the project) – Art. 10 AGA
- Depreciation of equipment only in case directly used in projects, otherwise subject to timesheets (No % approach)



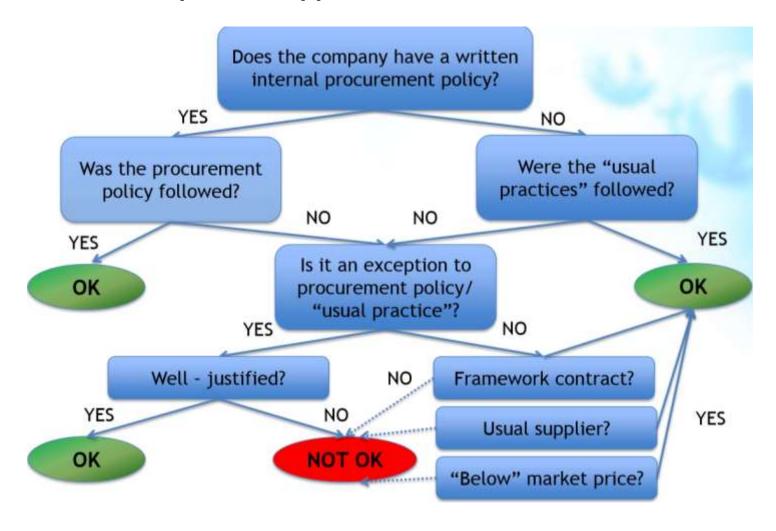
## Subcontracting – Art. 13

- Subcontracts cover the implementation of action task as described in Annex 1 (Website, testing, building a prototype or any other defined in Action tasks)
- Not covered by the flat rate of in-direct cost
- Subcontracting between beneficiaries in the same project is not allowed (p. 133 AGA)



## **Best Value for Money**

#### Decision tree... a possible approach





## **Exchange Rates**

▶ Beneficiary's accounts in €

For purchases in other currencies  $\Rightarrow$  conversion into Euros according to its usual accounting practice

Beneficiary's accounts in other currency Average of the daily exchange rates published in the Official Journal of the EU calculated over the reporting period.

Calculation shortcut: you may use the editable charts on the website of the European Central Bank at:

http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html



## Receipts

Income generated by the action (except for action's results)

Income generated from the sale of assets purchased in the GA

Receipts

In-kind contributions:
-specifically for the action
-received free of charge

Financial contributions specifically assigned by the donors to finance the eligible costs



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



## Controls and audits: ex-ante

## Financial viability

 Most beneficiaries exempt from detailed analysis; only systematic check for coordinators when requested EU funding for the action is ≥ EUR 500 000

#### Certificates

- Certificate on the financial statements: Only for final payments when total EU contribution claimed by the beneficiary on the basis of actual costs + unit costs for average personnel ≥ EUR 325.000 ( excluding e.g. flat rates!)
- Certificate on the methodology: Optional for average personnel costs (now under unit costs)



## Controls and audits: ex-post

## "Ex-post" controls

- Audits of the S2R performed by EC services on behalf of S2R – limited to two years after the payment of the balance
- Audits performed by the European Court of Auditors
- OLAF Investigations....

## Extension of audit findings

- Former "extrapolation" now included in the AGA
- In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations



# 6 - Manage your project: Financial Aspects Do's and Dont's

Please help us to help you to avoid errors!



## **Consequences of errors**

Controls and audits are undertaken by the S2R JU (AGA Article 22) and the European Court of Auditors ... OLAF

#### Identified errors could lead to:

- Recovery of the undue amount (some time after you have received the money!)
- Penalties
- Reputational damage
- Financial losses
- etc



## **GAP** checks

- Check that all third parties have been **clearly** declared (AGA Articles 6, 11, 12, 14)
- Check that all sub-contracting of scientific (or other) work has been clearly declared (AGA Article 13)
- Using in-house consultants? please check the rules carefully (AGA Article 6.2 A2)
- Is a partner an interest group without staff? –
  normally staff costs relate to employees, this may be
  better declared as sub-contracting (AGA Article 6.2,
  A1)



## Time records

# Staff working on the project must keep time records (AGA Article 18)

- staff must record the hours they spend on the project
- regularly (daily, weekly)
- countersigned by a supervisor



## Time records

#### You must keep time records!

#### Typical errors:

- Staff working on the project and sick or on holiday at the same time!!
- Hours claimed cannot be supported
- Impossible number of hours claimed



## **Actual Costs**

# You must declare costs based on the actual amounts spent (AGA Article 5, Article 6(1))

- Personnel Costs based on actual staff costs
- Other direct costs based on actual costs for the project (AGA Article 6,2 D):
  - Depreciation costs for assets
  - Real costs of consumables
- Please declare all your costs (guidance to AGA Article 20) to mitigate potential disallowance



## **Actual Costs**

## You must declare costs based on the actual amounts spent

#### Typical errors

- Declaration of the agreed budget for the project the budget is a maximum amount, not THE amount or a price!
- Full costs of assets charged
- Internal charging system with no relation to real costs
- No demonstrated link of consumables to the project



## **Best Value**

# You must demonstrate "best value" in purchasing (AGA Article 10) and sub-contracting (AGA Article 13)

- some level of tendering to demonstrate "best value"
   e.g. tender, three offers, market survey ....
- We will normally accept your standard practices, when properly used
- We will normally accept commercial agreements already in place
- Naming the supplier in the contact does not mean that you do not have to demonstrate best value





# You must demonstrate "best value" in purchasing and sub-contracting

## Regular errors

- "best value" not demonstrated no tender, no offers, no market survey
- Participants own normal practices not applied
- No documentation kept



## Subcontracting

You may not, under any circumstances, sub-contract to a project partner (AGA Article 13)





# Don't charge costs incurred before the entry into force of the Grant Agreement

(Unless an earlier start date is agreed with S2R JU) AGA Article 3, Article 6(1)a(ii)



## Why do errors still occur?

#### 4 languages spoken

- Researchers
- Accounting and financial people, including auditors
- Lawyers
- Policy makers

## We all want simplification but it comes at a price

- Flat rate for indirect costs
- Usual and unusual accounting principles
- Legal certainty (both ways)



## Why do errors still occur?

- We are all human beings, and human beings make mistakes
  - Because of lack of attention;
  - Because of lack of interest;
  - Because subject to temptations (or specific situations)



## 5 most common errors

- 1. Direct costs apportioned, not measured
  - 2. Time sheets (we hope no more hourly rates)
- 3. Best value for money (subcontracting and purchase of goods)
  - 4. Basic vs additional remuneration
- 5. In-house, near off-site, semi-permanent, teleworking consultants

5+. Same old friends: no papers, UAP, depreciation "in one shot"



## **Direct costs examples**

In FP7, energy and power supply was an indirect cost:

-> can I charge it as direct in H2020?

**Yes, if** I can measure it...

Administrative staff members doing project accounting:

-> can I charge them to the project?

**Yes**, with time sheets...

I have a big multi-purpose equipment and I use it for several activities and projects:

-> can I charge its depreciation to an EC project as a % of total capacity based on my experience?

**No**. I have to measure its use.



# I work 100% on the project so I don't have to fill in TS, correct?

#### **Correct, but pay attention:**

- Did I spend a significant part of my time building up a network with other entities or other laboratories of my company, for future projects?
- Did I spend time in writing proposals for the next calls?
- Did I give lectures for the University?
- Did I travel for other unforeseen activities?
- What do I have to indicate in the box of the self-declaration requesting an indication of the activities carried out, per work package?



TIME RECORDING FOR A HORIZON 2020 ACTION													Month: 05				Year:			2016												
Title of the act	tion (	acron	ym):			==	-3		3										Gran	nt Agr	eeme	nt No	c			7	001	27				
Beneficiary's	/ link	ed thi	rd par	ty's n	ame:	-			1																							
Name of the p	Herson	n wor	king o	n the	actio	in: ~			1										EGG-5-17		ersoni Gunt A		m#)		Pe	mar	ent					
DAY Reference	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	Total
1	8	6	7.5	7		pr	oje	ect	s/a	orl acti	ivit	ties	5)		7.7	27.			112	//25						-						<b>♦</b>
Total Hours																																
Short descript Repo Signed (name working for th	of the	g of	the p							al						Sign	ő.	me of	f the s	supen	risor):	1 12			L		]					



#### Timesheet needs to show at minimum:

- 1. Title and number of the project, as specified in the GA
- 2. Beneficiary's full name, as specified in the GA
- 3. Full name, date and signature of the person working for the project
- 4. Number of hours worked for the project in week/month covered by the time record,
- & includes absences (sick leave, annual leave, workshop attendance, training...).
- 5. Supervisor's full name and signature & date
- 6. Reference to the project tasks or work package described in DoA
- 7. Brief description of the activities carried out, to show what work was done



#### Electronic timesheet:

- Electronic signature linking the electronic identity data with the electronic validation data require a password and user name
- There is a documented secure process for managing user rights
- 3. An auditable log of all electronic transactions

# Declaration for persons working exclusively on the action:

# Model available in the AGA (version 19/12/2014)

·
the whole reporting period
from/



Only one declaration can be made per reporting period for each person



#### Declaration on a person working exclusively on a H2020 action

	Action								
Title of the action			nt Agreement						
(acronym)		num	ber						
Beneficiary's/linked									
hird party's name									
	Reporting period covered by	this d	leclaration <sup>1</sup>						
Reporting period	from (date)		to (date)						
umber	, ,			. ,					
	es thatparty exclusively on the above			has worked for the ion during (chose one					
the whole rep	porting period								
☐ from /	/	4							
	must cover at least one full natura		th) <sup>5</sup>						
Short description of	the activities carried out durin	g the	period covered	by this declaration					
Reference	Activities								
(e.g. work package)									
SIGNATURES									
		_		exclusively on					
For the beneficiary/links	od third party	For the							
		For the the act	e person working ion	,					
(supervisor)				,					
(supervisor) Name:		the act		-					
(supervisor)  Name:  Date://	······································	the act	ion						
(supervisor)  Name:  Date://	······································	the act	ion	-					
(supervisor) Name: Date:// Signature:		the act Date: Signat	ion // ure:						
(supervisor) Name:  Date:/  Signature:  Only one declaration can	······································	the act Date: Signat	ion // ure:						
(supervisor)  Name:  Date:/  Signature:  Only one declaration can  Insert name of the person.		the act Date: Signat	ion // ure:						
For the beneficiary/links (supervisor)  Name:  Date:/		the act Date: Signat	ion // ure:						







# Indicate nothing else but The Reality



#### Time sheets

I don't keep TS, or they are so inaccurate that I am ashamed to show them....

I can always go for the 'alternative evidence option', correct?

YES but NO

- First of all, why are your time sheets not in order? IT solutions exist.
- Secondly, why don't you fill them in?
- Thirdly: TS? I don't use them because in my specific case I use...

What? How do you follow your projects?

Alternative evidence is not an option, but the thin border between problems and big problems



#### Hours worked for the action

#### You cannot declare:

- → Budgeted time (what you indicated for the budget)
- → Estimated time (e.g. person 'guessing' at the end of the year)
- → Time allocation (e.g. x % of the contractual time of the person)



Hours declared to the action must be supported by reliable records and documentation!



# **Best Value for Money examples**

My subcontractor is a friend: is it a problem?

As such **not**. **But** you must be in a position to prove that his/her offer represents the best price-quality ratio.

The conflict of interests rule requires you to adopt every measure to avoid it (including family and emotional ties).

I have named my subcontractor in the Annexes to the G.A.: is it enough?

**No** because you are still deemed to have respected the best value for money.

I use the same IT provider since 20 years, with a written framework contract: is it ok?

If you use it for you and for us, then **ok**. However, maybe it is time to look for better prices...



# **Best Value for Money errors...**

You must demonstrate <u>'best value for money'</u> and take measures to <u>avoid 'conflict of interests'</u> in sub-contracting <u>and in Purchase of Goods</u>

#### **Regular errors**

- 'Best value' not demonstrated no tender, no counteroffers, no market survey.
- Participants' own normal practices not applied.
- No documentation kept.
- Conflict of interests overriding any competition.



# Third Parties' warnings





The beneficiary retains the sole responsibility for the work and the costs declared!

If something goes wrong with the third party, the beneficiary will be responsible.



#### Basic vs additional remuneration

I am the boss and I decide who gets the bonus and who doesn't: is this considered as ineligible?

A bonus scheme can be discretionary, yet based on objective conditions (merit, performance, potential — no matter how these are assessed by the boss - but as part of the usual remuneration policies, and documented). The scheme cannot be arbitrary or discriminatory, i.e. a bonus paid only if and when a researcher works on a H2020 project.



#### Basic vs additional remuneration

I pay a bonus to my staff when a baby is born: is this eligible as basic remuneration?

Yes, it is.

I pay a part of the remuneration only if my company makes 1M€ profit and distributes dividends:

is this eligible as basic remuneration?

**Yes, provided that** the bonus does not represent any distribution of the profit earned.



#### **Consultants and similar**

I have a contract with Morel&Elli Interim for some personnel: can I charge the invoices issued by Morel&Elli Interim as personnel costs?

**No**, the person must have a contract directly with the beneficiary.

I take advantage of a national law for temporary softrecruitment tax-free, but I cannot impose TS or direct supervision: can I charge the costs as personnel?

**No, but** you can still charge their costs either as subcontractors or as service providers.



#### **Consultants and similar**

During the project it appeared that some personnel of the University, partner in the same project, were familiar with the issue and did the work, partly in my premises: is it ok?

I don't know. But the advice is: inform and consult the PO/FO in advance.



# **Contract & Budget Category**

#### What you CANNOT declare under personnel costs?

- Contracts with companies (e.g. temporary work agencies) to provide staff.
- Natural persons (e.g. consultants) not fulfilling the conditions (hierarchical dependence, premises, similar cost for similar tasks, ownership of results).
  - e.g. working autonomously on the tasks assigned to them
- Natural persons (e.g. consultants) paid for deliverables rather than for working time



In the cases above the costs may be eligible under 'Other goods and services' or under 'Subcontracting' but never as personnel costs



# 7 – Amendments, legal basis





# 7.1 – Legal Basis



#### **Amendments**

#### Article 55 AGA

#### WHAT?

An amendment to the grant agreement is necessary to **change** the **terms and conditions** of a GA (only specific data, options), **Annexes**1 and 2

#### Consequences

The amended provisions **become** an integral part of the GA

All other provisions remain unchanged and have full effect



#### **Amendments**

Generally: a change calls for a justification

<u>Principle</u>: no fundamental changes which would question the award decision, equal treatment considerations, no retroactivity

Date of entry into force ≠ date of taking effect Different effect dates are possible for different parts of the amendment



#### **Amendments: when?**

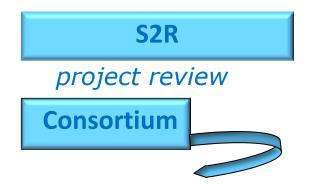
Requests will be introduced **before the end of the action** (i.e. date set out in Article 3)

**Exception:** After the end of the action in exceptional cases (e.g. change of coordinator/bank account to make payment of the balance)

Requests will be submitted **sufficiently in advance** (to allow preparation and proper analysis before the changes are due to take effect)



#### **Amendments: who?**



Example: to modify Annex 1 following a

**Coordinator** submits & signs amendments on behalf of the beneficiaries (Annex 3 – Accession Form)

Exception: if change of coordinator without his/her agreement, request must be done by another beneficiary (acting on behalf of the other beneficiaries)

Coordinators must ensure internally the agreement of the consortium based on their internal decision-making processes

(e.g. unanimity, simple or qualified majority etc. set out in the consortium agreement)



#### **Amendments: how?**

> H2020

**Amendments** 

are PAPERLESS

#### **Prepared electronically**

Requesting party will encode the amendment request

- \* Indicate the reasons
- Upload the supporting documents
- \* Get validations done before submitting the request (e.g. new legal entity, new bank account validations)

**Submitted & signed electronically** (by PLSIGN)

**Counter signed electronically** by receiving party (by PLSIGN)





# 7.2 - Cases where an amendment is necessary (some examples)



- 1. Removal of a beneficiary whose participation is terminated (Article 50.2 and 50.3)
  - □ If it never became a beneficiary:
    - \* non-accession to GA, or
    - \* non-provision of requested declaration on joint and several liability

Beneficiary is removed from the beginning

□ For other reasons set out in Article 50



#### Termination can be triggered by:

\* the S2R JU or \* by the beneficiaries

#### Termination by the S2R JU (Article 50.3)

- 'Contradictory procedure' (30 days)
- 'Termination date' either:
  - o date specified in notification confirming termination or
  - o day after coordinator receives the notification
- Coordinator must submit within 60 days after termination amendment request with all the supporting

#### documents!



#### **Termination by the beneficiaries** (Article 50.2)

#### The coordinator:

Notifies termination to the S2R JU and submits the amendment request at the same time — NEW

- \* Request must include opinion of the beneficiary whose participation is terminated or proof that it has been requested in writing
- \* 'Termination date' must be after notification!

#### **Exception:**

Notification will be made by one beneficiary on behalf of the others if coordinator's participation is terminated without his/her agreement



#### **Consequences:**

- \* Termination date is added to the Preamble of the GA NEW
  - "[full official name (short name)][legal form], [official registration No], established in [official address in full], [VAT number] until [insert termination date]
- \* Change of Annexes 1 and 2
- \* Depending on type of beneficiary and if it was/was not receiving funding, the applicable options may have to be removed or modified

#### **Example:**

If a beneficiary who does not submit the accession form is an International Organisation applicable options will be removed



#### 2. Adding a new beneficiary

#### **Before submission:**

- \* New beneficiary must be validated and have a PIC
- \* Required documents must be signed:
  - GPF with declaration on honour
  - Annex 3- Accession Form (signed in the electronic exchange system)
  - Annex 3a and Annex 3b (if applicable)

#### **Consequences:**

- \* New beneficiary and accession date are added to the Preamble of GA
- \* Change of Annexes 1 and 2
- \* Depending on type of beneficiary (e.g. JRC, IO) and if it was/was not receiving EU funding options will be added/modified/become applicable



# **Coordinator - changes**

#### 1. Change of coordinator

- 'Handover date' will be stated in the Preamble NEW
- Amendment request <u>can be</u> submitted after the end date of the action (e.g. coordinator in bankruptcy)

#### 2. Change of bank account for payments

Banking information must validated before submitting the request



#### 3. Change of the option for 'authorisation to administer'

Option in Article 41.2 is added/removed/modified (e.g. change of name of the entity with an 'autorisation to administer')



# hift2Rail Action or action implementation - changes

#### **Change to Annex 1 (description of the action)**

- Significant change of the **action tasks** (e.g. if tasks are added/removed) or their **division** among the beneficiaries
- Changes concerning **in-kind contributions** provided by third parties (against payment or free-of-charge) or **subcontracts**
- Changes concerning the tasks to be carried out by linked third parties and related costs

Changes to the **options** in the GA (e.g. options are removed or added)

**Example:** adding the options to provide trans-national access to research infrastructure requires normally a modification of Annex 1 and/or Annex 2



# Financial aspects - changes

#### **Change to Annex 2 (estimated budget)**

- Budget transfer between beneficiaries or budget categories (or both) due to a significant change of Annex 1
- Budget transfer to a form of costs that is not provided for in Annex 2

**Examples:** from actual costs to the unit costs for SMEs owners from actual costs to average personnel costs

# **Change of Annex 2a:** 'Additional information on the estimated budget'

If the calculation of the unit costs needs to be provided or updated



# **No Amendment**

#### Certain budget transfers

Budget transfers and re-allocation	Amendment needed?
From one beneficiary to another	NO
From one budget category to another	NO
Addition/removal of tasks in Annex 1 Re-allocation of tasks in Annex 1	YES
Transfers between different forms of costs (actual costs, unit costs, etc.)	YES if no budget was foreseen for the 'form of cost' receiving the transfer
New subcontracts, new in-kind contributions	YES (strongly advised)



#### **No Amendment**

# Change of name or address of coordinator, beneficiary, linked third party

#### Change of beneficiary due to universal takeover

(In FP7: 'universal transfer of rights and obligations')

# Changes to name of the bank, address of branch and name of account holder

(validation of this data on the PP by the S2R JU is sufficient)





# How is this information updated?

- Beneficiaries must keep information stored in the 'Beneficiary Register' up to date via the Participant Portal (Article 17.2)
- The LEAR of the beneficiary updates this information
- Beneficiaries have also to inform the coordinator (offline)
- Validation Services validate the information in the IT system(s)
- The validated changes will be notified via the Participant Portal (to ensure an appropriate record of the modifications and to avoid uncertainties)

**Note:** If S2R JU considers change affects the implementation of the action, it will inform the coordinator

**Example:** beneficiary changes its legal address to a third country





# 7.3 – Amendment procedure



#### **Amendment Procedure**

After submission of request the receiving party has 45 days for 'evaluation and validation'

Agreement

Rejection

Request for additional information

Extension of the deadline for assessment

If no reaction within deadline, tacit rejection NEW



#### **Amendment Procedure**



A request containing several changes to the GA will be considered as a **package** 

- cannot be divided into several requests
- request will be agreed or rejected as a whole
- cannot be modified



If there is **no reaction** within this deadline the request is considered to have been rejected



There is no tacit approval of amendments (contrary to FP7)



# **Entry into force and taking effect**

- \* An amendment **enters into force** and is binding from the moment the receiving party signs it (in the electronic exchange system)
- \* An amendment takes effect (the changes will start to apply):
  - # when the amendment enters into force, or
  - # on the date agreed by the parties
  - This date should normally be **after** the entry into force
  - If an amendment request involves several changes, they could take effect on **different dates** (e.g. addition of beneficiary and change of bank account)
  - Depending on the type of change, the date of taking effect may have an impact on the eligibility of costs



# 8 – Communications



### **Communications**



#### **➤ Increased importance in Horizon 2020**

- Communications plan in the proposal and the grant agreement
- Promote your project and its results beyond the project's own community
- Communicate your research in a way that is understood by nonspecialists, e.g. to the media and the public
- Inform us in advance of communication activities expected to have a major media impact

#### Communication ≠ dissemination

• Dissemination is a separate obligation (e.g. through scientific articles and conferences)



#### **Communication and dissemination**

#### See article 29

#### Union / S2R support shall be highlighted

- JU logo and the EU emblem to be displayed
- Disclaimer to be added on any communication (publicity reflects the author's view and the JU is not liable of any use ...)

#### Right for the S2R JU to publish information on the project

 The consortium shall ensure that all necessary authorisations for such publications have been obtained

#### **Confidentiality:**

During the project and for a period of 5 years after completion

#### Website and Dissemination Plan

- S2R expects to have the S2R Communication Plan ready in order to be aligned with CFM projects.
- S2R website will provide direct access to CFM projects' websites



# **Conclusions**



#### Take care



Discipline



✓ Prudence



✓ Perseverance



✓ Reality



Headache during the weekend



In case of doubt, consult: NCP, EC PO/FO, enquiry service



#### **More information**

- ➤ S2R Grant Agreement
- >Annotated Model Grant Agreement
- http://ec.europa.eu/research/participants/data/ref/h2020/grants\_manual/aAGA/h2020-aAGA\_en.pdf



• http://ec.europa.eu/research/participants/docs/h2020-funding-guide/index\_en.htm



- https://webgate.ec.europa.eu/fpfis/wikis/display/ECResearchGMS/1.+Grant+Management+Services+tool
- Research Enquiry Service
- <a href="http://ec.europa.eu/research/enquiries">http://ec.europa.eu/research/enquiries</a>
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