Project Coordinators Info Day
CFM & OC 2019
November 25th 2019
1 - Introduction
### Projects 2019 Overview - CFM

<table>
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<th>TOPIC</th>
<th>GA number</th>
<th>ACRONYM</th>
<th>COORDINATOR</th>
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<th>END DATE</th>
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<td>S2R-CFM-CCA-01-2019</td>
<td>881791</td>
<td>FINE-2</td>
<td>Scott Heath</td>
<td>01/12/2019</td>
<td>30/11/2022</td>
<td>Judit Sandor</td>
<td>FINE 1, IMPACT-2, IN2SMART, OPTIMA, TRANSIT, X2Rail-2, X2Rail-4</td>
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## Projects 2019 Overview - OC

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What is S2R

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

The S2R Joint Undertaking has been created in June 2014 to play a major role in rail-related research and innovation, ensuring coordination among projects and providing all stakeholders with relevant and available information on projects funded across Europe. It shall also manage all rail-focused research and innovation actions co-funded by the Union.

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

- It has been tasked by the Union “to establish and develop a strategic Master Plan”, which encompassed rail R&I until 2030, it reached autonomy in May 2016 and it is now fully operational.
S2R OBJECTIVES

+50% INCREASE RELIABILITY & PUNCTUALITY BY 50%

x2 DOUBLE RAILWAY CAPACITY

HALVE LIFE-CYCLE COSTS OF RAILWAY TRANSPORTS

CONTRIBUTE TO REDUCTION OF NEGATIVE EXTERNALITIES, SUCH AS NOISE, VIBRATIONS, EMISSIONS & OTHER ENVIRONMENTAL IMPACTS

CONTRIBUTE TO THE ACHIEVEMENT OF THE SINGLE EUROPEAN RAILWAY AREA

S2R PROGRAMME, ABOUT €1BLN and A NEW APPROACH TO R&I IN RAILWAY

working together & driving innovation
AN OPEN and ACTIVE ORGANISATION

Values as at 1 Sept 2016 in Million EUR

- **8 Founding Members**
- **19 Associated Members**
- **Open Calls**

**AN OPEN and ACTIVE ORGANISATION**

- **28 Members**
- **412 Participants**
- **29 Countries**
- **109 SMEs**
- **113 Research Centres and Universities**

**€ 920 Million**

- **2015 - € 52 M**
  - Shift2Rail Initiative Lighthouse Projects
- **2016 - € 168 M**
  - 27 Projects
- **2017 - € 112 M**
  - 17 Projects
- **2018 - € 153 M**
  - 19 Projects & 3 Tenders
- **2019 - € 150 M**
  - 17 Projects & 4 Tenders

*Incl. at least 120M€ of additional activities*
USER FIRST
A S2R holistic approach...

**WHAT & WHY**
- User Vision
  - easy, personalised and integrated mobility
- Strategic goals
  - clustered around issues of carbon, cost, customer and capacity
- Market needs
  - market segments and needs e.g. SPDs

**HOW**
- Innovation capabilities
  - linking the goals with the specific R&I programmes
- Investment programmes in new capabilities
  - portfolio of significant programmes e.g. Shift2Rail
- Investment projects
  - Shift2Rail projects, Solutions catalogue
...opening up new Capabilities coming from emerging technologies or concepts!
S2R PROGRAMME: INTEGRATED CONSISTENT DELIVERY ORIENTED

- Long-term needs and socio-economic research
- Smart materials and processes
- System integration, safety and interoperability
- Energy and sustainability
- Human capital

IP 1: Cost-efficient and Reliable Trains, including high capacity trains and high speed trains
IP 2: Advanced Traffic Management & Control Systems
IP 3: Cost-efficient, Sustainable and Reliable High Capacity Infrastructure
IP 4: IT Solutions for Attractive Railway Services
IP 5: Technologies for Sustainable & Attractive European Freight
Example: IP1
Example of a Technology Demonstrator

Final Demos of TD 1.2 TCMS:

<table>
<thead>
<tr>
<th>Research Area</th>
<th>Specific Techn. objective</th>
<th>Specification Activities</th>
<th>Demonstrator</th>
<th>Focus of activity</th>
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<tbody>
<tr>
<td>Train Control &amp; Monit. System</td>
<td>Wireless TCMS</td>
<td>Radio tech. and protocols</td>
<td>Metro 6/7</td>
<td>Incorporate wireless technologies to the train communication network solutions (i.e. train backbone, consist network and train to ground communication).</td>
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<td>Regional 6/7</td>
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<td>Drive-by-data</td>
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<td>Architecture, protocols</td>
<td>Metro 6/7</td>
<td>Provide a train-wide communication network for full TCMS support including the replacement of train lines, connecting safety functions up to SIL4 (incl. signalling).</td>
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<td>Regional 6/7</td>
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<tr>
<td>Functional distribution architecture</td>
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<td>Specification, architecture and interface definition</td>
<td>Metro 6/7</td>
<td>New architectural concept based on standard framework &amp; application profiles, distributed computing to allow execution of compliant functions on end devices distributed along the vehicle meeting different safety &amp; integrity requirements.</td>
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<td>Regional 5</td>
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<tr>
<td>Virtual Placing on the Market</td>
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<td>Technology definition, protocols and procedures</td>
<td>Generic 6/7</td>
<td>Support the Functional Open Coupling</td>
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<td>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.</td>
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Planning (budget estimated at 48,8M€):

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<td>1.2.5 Integration, demo &amp; assessment</td>
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From TRL0 to TRL6/7

Technology Demonstrator (TDs)
Projects specifying, developing and demonstrating a specific technology resulting in a lab tested and/or simulated prototype.

Integrated Technology Demonstrators (ITDs)
Projects integrating/combining TD prototypes at system level (lab and on-site) and testing performance.

System Platform Demonstrators (SPDs)
Assessment of the whole systems performance based on the results of TDs and ITDs. SPDs bring S2R innovative solutions to a technology maturity level for a new generation of railway system.

RAILWAY SYSTEM OF THE FUTURE
2 – Programme progress and relation with current call activities
IP1: Cost-efficient and reliable trains, including high-capacity trains and high-speed trains.
<table>
<thead>
<tr>
<th>TD1.1 Traction Systems demonstrator</th>
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<td>2015</td>
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<th>TD1.3 Carbody Shell Demonstrator</th>
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### TD1.5 Brake Systems Demonstrator

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### TD1.6: Doors and Access Systems Demonstrator

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### TD1.7: Train Modularity In Use (TMIU)

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### TD1.8: HVAC

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IP2: Advanced Traffic Management and Control Systems
### TD2.1: Adaptable communications for all railways (quality of service, interfaces to signalling)

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- **Finished: MISTRAL**
- **Ongoing: X2Rail-1, X2Rail-3, EMULRADIO4RAIL**

### TD2.2: Railway network capacity increase (ATO up to GoA4 – UTO)

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- **Finished: ASTRail**
- **Ongoing: X2Rail-1, X2Rail-4, SMART2**

### TD2.3 Moving Block

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- **Finished: ASTRail**
- **Ongoing: X2Rail-1, X2Rail-3, MOVINGRAIL**

### TD2.4: Fail-Safe Train Positioning (including satellite technology)

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- **Finished: ASTRail**
- **Ongoing: X2Rail-2, GATE4Rail**

**Planned Activities**
### TD2.5: On-board Train Integrity

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### TD2.6: Zero on-site testing (control command in lab demonstrators)

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### TD2.7: Formal methods and standardisation for smart signalling systems

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### TD2.8: Virtually – Coupled Train Sets (VCTS)

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### TD2.9: Traffic management evolution

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- Ongoing: X2Rail-2, X2Rail-4, OPTIMA

### TD2.10: Smart radio-connected all-in-all wayside objects

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- Ongoing: X2Rail-1, ETALON, X2Rail-4

### TD2.11: Cyber Security

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- Finished: CYRAIL
- Ongoing: X2Rail-1, X2Rail-3, 4SECURAIL
- Planned activities
IP3: Cost-Efficient and Reliable High-Capacity Infrastructure
### TD3.1 Enhanced Switch & Crossing System

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### TD3.2 Next Generation Switch & Crossing System

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### TD3.3 Optimised Track System

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### Planned Activities

#### TD3.5 Proactive Bridge and Tunnel Assessment, Repair and Upgrade

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#### TD3.6 Dynamic Railway Information Management System (DRIMS)

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#### TD3.7 Railway Integrated Measuring and Monitoring System (RIMMS)

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#### TD3.8 Intelligent Asset Management Strategies (IAMS)

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### TD3.9 Smart Power Supply

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### TD3.10 Smart Metering for Railway Distributed Energy Resource Management System

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### TD3.11 Future Stations

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IP4: IT Solutions for Attractive Railway Services
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### TD4.5 Travel Companion

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### TD4.6 Business Analytics

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### TD4.7 Integrated Technical Demonstrator

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IP5: Technologies for Sustainable & Attractive European Rail Freight
## Planned Activities

### TD5.1 Fleet Digitalisation and Automation

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### TD5.3 Smart Freight Wagon Concepts

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**Planned Activities**
### TD 5.4 New Freight Propulsion Concepts

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### TD 5.5 – Business analytics and implementation strategies

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Cross Cutting Activities (CCA)
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<td>Finished: Roll2Rail, PLASA, GoSAFE RAIL</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WA5 Energy and sustainability</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finished: Roll2Rail, DESTINATE, FINE 1, OPEUS</td>
<td></td>
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<td>Ongoing: FINE-2, TRANSIT</td>
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<tr>
<td>Planned activities</td>
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<table>
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<tr>
<th>WA6 Human Capital</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fin: Tender HC, SMaRTE</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Ongoing: IMPACT-2</td>
<td></td>
</tr>
</tbody>
</table>

3 - Programme approach: complementarity concept + internal JU processes
Programme approach, future/current projects

• EACH PROJECT contributes to the **achievement of the Master Plan and the MAAP objectives**

• EACH PROJECT is part of a programme and **cooperation with other projects** must be ensured
  
  → Through the **collaboration and input to the JU Members**, EACH PROJECT will support the realization of **long-term S2R technological demonstrations or innovative break-through**

• Particular attention is given to ensure that there is **no duplication of work** between EACH PROJECT and current/future R&I activities

• EACH PROJECT results are taken into consideration for the next annual work plans to ensure sufficient **complementarity** and **coherence**
Complementarity & Collaboration Agreement

1. Complementary is **defined at topic level**

2. Complementarity between topics is **compulsory established in the Grant Agreement** (need for a Collaboration Agreement)

3. IP/CCA SteCos, high level synchronization points: Project Coordinators may attend the SteeCo meetings as observer and IP Coordinators cooperate with project coordinator to **foster/promote synergies**

4. S2R Programme Managers: Central Contact Point for both projects
Complementarity & Collaboration Agreement

Issues to be tackled in the Collaboration Agreement (COLA) (examples/non-exhaustive list)

• Rules for collaboration, “who does what?”; Point of Contacts etc.
• Handling review of documents
• Agreement on action to be performed by both sides + linked timing (e.g. project A provides “user requirements” by M6 to project B; project B provides input by M18 to project A → project A uses input for deliver their deliverable 2.3).
• Participation to restricted meetings (for specific purpose) or to public meetings (including Advisory Groups, etc...).
Collaboration Agreement

Tips/lessons learnt:

– COLA establish the relation between OC Projects with CFM Projects, to ensure and results and adequate dealing with know-how (if any) → alignment, agreement on tasks, background annexes should have meaningful content and ensure OC Projects duly provide to the CFM Projects input when so defined!

– Start discussions with complementary project(s) as soon as possible
  • Anticipate as much as possible issues (timing discrepancy, possible duplication, etc...)
  • Inform the S2R PM should any major difficulties encountered
  • However... COLA’s signature cannot be a barrier to collaborate!

– Changes in your own project may be needed as a result:
  • assess the need for an amendment within the consortium
  • Inform the S2R PM as soon as possible → JU assessment
1. Access rights to background to beneficiaries of complementary grants

According to article 25.5: The rules on access to background (including conditions and scope of access) are generally the same as for results. However, for background there is NO (or a more limited) obligation to give access, if there are restrictions or limits (legal or otherwise) and the beneficiary has informed the others — before acceding to the GA (or immediately when additional background is agreed on) — e.g. a pre-existing agreement (e.g. an exclusive licence) which precludes the granting of access rights.

2. Access rights to results to beneficiaries of complementary grants

According to article 31.6: access rights to results must be granted to the beneficiaries of complementary.
COMMON COLLABORATION AGREEMENT (CCOLA)

Under development
Governance and process handbook ("PM Handbook", available on the S2R website)

- The handbook defines and documents the Programme governance and relevant business processes, including relevant templates and guidelines.

→ Provides the Coordinator with useful reporting templates and guidelines (deliverable template, collaboration agreement, technical report, reporting to the SteCo, etc...)

Internal JU processes

Project reporting to the Steering Committee

Each Committee meets every three months to handle disputes, propose possible budget re-allocations and check the implementation of detailed plans.

The project coordinators carry out the day-to-day project management, technical oversight and administration of the funded activities related to TDs and ITDs.

→ The project coordinators are expected to report to the SteCo the status of their project (using the appropriate template: “Project reporting to the IP SteCo”)
Interactions & roles

Role of the Coordinator
- Central Contact Point for the S2R JU.
- Administers the S2R financial funding.
- Reviews the reports to verify consistency.
- Monitors the compliance under the GA.

Role of beneficiaries
- Carry out the work as identified in the Annex 1.
- Provide all data (financial and technical) requested by the S2R JU.
- Inform the S2R JU of any event that might affect the implementation.

IP SteeCo
- Ensuring continuity/synchronicity with IPs/CCAs.
- Ensuring contribution to MAAP.
- Project Coordinator may attend the SteeCo meetings as observer.
- IP Coordinator cooperate with Project Coordinator to foster/promote synergies between TDs and CCA Area, different Activities of other IPs and CCA, running projects.

S2R
- Ensuring with the SteCo the fulfilment of the Master Plan
- Central Contact Point for the Project.
- Supervise the project and the fulfilment of contractual obligations.
- Check, deliverables, periodic reports, perform on-site reviews, etc.
- Check financial statements.

SIWG*
- Support the Executive Director in steering the Programme R&I activities
- Discuss processes in the context of Calls, Annual Reviews and S2R documentation
- Report on project’s status and collaboration agreements
- Ensure alignment on cross-cutting themes

*Programme management setup
S2R R&I results and process leading to standards/regulation

**Shift2Rail internal process**

- **S2R R&I results**
  - Input to S2R CCA WA 3.2
- **S2R Rolling Innovation Plan**
  - Develop Maintain

**Assisting the S2R projects/TDs:**
- Overview of standardisation activities, ongoing and planned
- Monitoring of progress
- Assistance in the timely development of appropriate standards
- Close cooperation with relevant partners and organisations

**R&S to reg/standards formal process**

**Stakeholders e.g. ERRAC**

**Advisory task proposing guidelines for R&D leading to technical standards for interoperability and safety, after stakeholders consultation**

**ERAS Platform**

**European Commission**

**Standardisation request after stakeholder consultation**

**Others, SSO**

**ISO / IEC / ITU**

**CEN/CLC/ETSI**

**JPC-R**

**Recommendation for TSI**

**Detailed Guidance in specific cases**

**Shift2Rail**
Projects results and process to standards / regulation

Relation with European Agency for Railways (ERA) relevant to the Projects:
To ensure that successful results do not encounter a regulatory blocking point because of their novelty, the S2R JU has defined with ERA and DG Move a process for collaboration at project level:

1. ERA could attend the evaluation of the call proposals as observer;
2. ERA will provide to the S2R JU the “the level of desired involvement” in those projects within the scope of its activities;
3. The S2R JU will discuss the involvement of ERA in the indicated projects with the relevant Project Coordinator to ensure their participation as appropriate. This should be defined during the Grant Agreement Preparation (GAP) phase, as far as possible;
4. ERA will communicate to the S2R JU the name of the ERA representative who will be following up the indicated projects;
5. S2R will provide the possibility to the ERA representative(s) to attend the respective Project Kick-off meeting and may involve him/her as observer during the Review meetings or Projects checks and may request ERA to provide written advice on specific Project deliverables or reports.
How to ensure that YOUR PROJECT will be successful?

• **Delivering on time** the expected results in accordance to the plan

• **Regular dialogue with the S2R Programme Manager** to ensure a good flow of information about the project and its progress.

• **Collaboration with the bodies of the Joint Undertaking** (in particular the IP Steering Committee or other working groups set up by the Governing Board) will be important.

• **Coordination and cooperation** with the *complementary grants* (and other ongoing research projects) will be essential.

• **Coordination and communication** among the different WPs.

• **Collaboration to S2R KPIs and Standardization activity (CCA)**
4 - Manage your project: Legal Aspects

Attention: The Following Sections Apply to Open Call Grant Agreement
Grant Agreement Structure

Range of Contractual Agreements

Coordinator

Beneficiary x

Beneficiary y

Beneficiary z

Subcontractor

Contract

Collaboration Agreement

Complementary Project(s)
## Grant Agreement Structure

<table>
<thead>
<tr>
<th>Annex 1:</th>
<th>Description of the action part A &amp; B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annex 2:</td>
<td>Estimated budget</td>
</tr>
<tr>
<td>Annex 3:</td>
<td>Accession forms of beneficiaries</td>
</tr>
<tr>
<td>Annex 3a:</td>
<td>Declaration joint liability of third parties</td>
</tr>
<tr>
<td>Annex 4:</td>
<td>Model financial statements</td>
</tr>
<tr>
<td>Annex 5:</td>
<td>Model certificate on financial statements</td>
</tr>
<tr>
<td>Annex 6:</td>
<td>Model certificate on the methodology</td>
</tr>
</tbody>
</table>
This table gives an overview of the different kinds of third parties:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>CHARACTERISTICS</th>
<th>GA articles</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Works on action tasks?</td>
<td></td>
</tr>
<tr>
<td>Linked third party</td>
<td>YES</td>
<td>Article 14</td>
</tr>
<tr>
<td>International partners</td>
<td>YES</td>
<td>Article 14a</td>
</tr>
<tr>
<td>Subcontractor</td>
<td>YES</td>
<td>Article 13</td>
</tr>
<tr>
<td>Third party providing in-kind contribution</td>
<td>NO</td>
<td>Articles 11 and 12</td>
</tr>
<tr>
<td>Contractor (selling, equipment, good or service)</td>
<td>NO</td>
<td>Article 10</td>
</tr>
<tr>
<td>Third parties receiving financial support</td>
<td>NO</td>
<td>Article 15</td>
</tr>
</tbody>
</table>

- **Linked third party:**
  - Works on action tasks? YES
  - Provides resources or services for action? NO
  - What is eligible? Costs
  - Must be indicated in Annex 1? YES
  - Indirect costs? YES
  - Must be affiliated or have a legal link and be eligible for funding

- **International partners:**
  - Works on action tasks? YES
  - Provides resources or services for action? NO
  - What is eligible? N/A
  - Must be indicated in Annex 1? YES
  - Indirect costs? N/A
  - Must not be eligible for funding

- **Subcontractor:**
  - Works on action tasks? YES
  - Provides resources or services for action? NO
  - What is eligible? Price
  - Must be indicated in Annex 1? YES
  - Indirect costs? NO
  - Must be best value for money, avoid conflict of interest

- **Third party providing in-kind contribution:**
  - Works on action tasks? NO
  - Provides resources or services for action? YES
  - What is eligible? Costs
  - Must be indicated in Annex 1? YES
  - Indirect costs? YES
  - May not be used to circumvent the rules

- **Contractor (selling, equipment, good or service):**
  - Works on action tasks? NO
  - Provides resources or services for action? YES
  - What is eligible? Price
  - Must be indicated in Annex 1? NO
  - Indirect costs? YES
  - Must be best value for money, avoid conflict of interest

- **Third parties receiving financial support:**
  - The third parties participate in the action as recipients.
  - Amount of support given
  - Must be indicated in Annex 1
  - According to the conditions in Annex 1
Linked third parties (Art. 14) (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 and legal relationship not specifically created for the work in the GA (no ad hoc collaboration agreements).
Linked third parties (Art. 14) (2)

- The beneficiary remains responsible towards the JU for the work carried out by the linked third party.
- Do NOT sign the GA
- Must fulfil the same conditions for participation and funding under H2020 as beneficiaries
- Does not charge a price, but declares its own costs for implementing the action tasks
Purchases of goods, works or services (Art.10)

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

• Based either on the best value for money or the lowest price.

• “Contracting authorities” (Directive 2014/24/EU) or “Contracting entities” (Directive 2014/25/EU) must comply with the applicable national law on public procurement.
Subcontracting (Art. 13)(1)

- If necessary to implement the action.
- Only limited to certain tasks and parts of the action.
- Based on business conditions, entailing profit.
- Work without the direct supervision of the beneficiary and it is not hierarchically subordinate to it.
- Responsibility towards the JU lies fully on the beneficiary.
- Based either on the best value for money or on the lowest price

“Contracting authorities” (Directive 2014/24/EU) or “Contracting entities” (Directive 2014/25/EU) must comply with the applicable national law on public procurement.
Subcontracting (Art. 13)(2)

Subcontracting (Art. 13) versus Purchases (Art. 10) (Page 127 AMGA):

• Implementation of action tasks vs necessary to the implementation of action tasks (auxiliary tasks).

• Need to be indicated in Annex 1 vs No need to be indicated.

• Best value for money/national law on public procurement in both cases.
Subcontracting (Art. 13)(3)

• New subcontracts: If not foreseen at the moment of the signature of the GA, the coordinator must request an amendment. They can be exceptionally approved during reporting time without an amendment (*the beneficiary bears the risk of rejection*).

• Specific cases:
  ▪ Framework contracts (E.g. services, furniture). If this is the usual practice of the beneficiary. Best value for money and no conflict of interest.
  ▪ Coordination tasks of the Coordinator cannot be subcontracted or outsourced to a third party (including linked third parties).
Summary: Third parties (1)

Beneficiary

Contracts necessary for the implementation

- For the purchase of goods, works or services
- Ensure best value for money and avoid any conflict of interests
- Article 10 GA

Contributions in kind

- Free of charge or against payment are eligible costs if they meet the eligibility conditions (Art. 11 & 12 GA)
- Must be set out in Annex 1
- New in-kind contributions: if not identified in Annex 1, an amendment is needed. Exceptionally the JU may approve them during reporting without an amendment (beneficiary bears the risk of rejection)
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**

- **If not identified in Annex 1, the Coordinator must request an amendment. The JU may still exceptionally approve them without amendment if specifically justified in the periodic technical report and not entailing changes to the Agreement (beneficiary bears the risk of rejection)**

- **Article 13 GA**
Summary: Third parties (2)

- Similar to FP7 Special Clause 10
- Must be identified in the GA - PIC
- Separate tasks / budget
- Same cost eligibility criteria like beneficiaries
- NEW: S2R JU may request them to accept joint and several liability with the beneficiary in order to protect the EU’s financial interests.

- Article 14 GA
Consortium Agreement (1)

• The S2R JU is NOT part of it.

Key issues addressed in the Consortium Agreement (Indicative list):

• Internal organisation of the consortium.
• Management of access to the electronic exchange system.
• Distribution of EU funding.
• Settlement of internal disputes.
• Additional rules on rights and obligations related to background and results
• Risk management / collective responsibility
• Liability, indemnification and confidentiality arrangements between the beneficiaries.
Consortium Agreement (2)

- Mandatory unless exceptionally provided otherwise in the work programme/call.
- Must not contradict the GA.
- Should be negotiated and concluded before the signature of the GA (or serious risk that prolonged disagreement jeopardises the action).
- Costs related to the preparation of the Consortium Agreement are not eligible.
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.

1. Self-assessment at the stage of proposals submission.

2. Ethics review during the selection procedure:
   - Clearance
   - Conditional clearance (Ethic issues to be addressed in Annex 1)
     - Definition of ethics requirements
     - Ethics deliverables
   - Recommendation for ethics checks. In parallel with GAP.

3. Ethics checks, review and audits.

- Common ethics issues – (1) participation of humans in research, (2) protection of personal data, (3) participation of third countries, (3) dual use.
ACCESS RIGHTS TO BACKGROUND

• The beneficiaries must identify and agree on what constitutes background for their action.

• The agreement may take any form (e.g. positive list, negative list). It may be a separate agreement or may be part of the consortium agreement (article 41).

• If access to background is subject to legal restrictions or limits, the beneficiary must inform the other beneficiaries — before signing the GA.

• Access must be given:
  o For the implementation of action tasks: the default rule is royalty-free.
  o For the exploitation of results: under fair and reasonable conditions.
OWNERSHIP OF RESULTS

• Results normally belong to the beneficiary that produced them.

• **Automatic joint ownership** — If beneficiaries have jointly generated results and it is not possible to establish their respective contribution (or to separate them for protection), the beneficiaries automatically become joint owners. The beneficiaries concerned must conclude a joint ownership agreement.

• The beneficiaries must ensure that they can fulfil their obligations under the GA regarding results, by making arrangements with any third parties that could claim rights to them.
ACCESS TO RESULTS

• The beneficiaries must provide access to results, if it is needed:
  - by another beneficiary, for implementing action tasks or exploiting results
  - by an affiliated entity of another beneficiary, to exploit the results produced by the beneficiary to which it is affiliated — unless otherwise provided for in the consortium agreement.

• Access rights are not automatic; they must be requested (in writing).

• The agreement by the beneficiary owning the results (on the request for access) may be in any form (tacit, explicit, in writing or oral).
Suspension of the GA

Costs incurred during the suspension period are NOT eligible.

By the beneficiaries (Art. 49.1):

• Exceptional circumstances (e.g. "force majeure") makes implementation impossible.

By the JU (Art. 49.2 GA):

• For the reasons listed in Article 49.2 GA (including cases where a beneficiary has committed or is suspect of having committed substantial errors, irregularities, or fraud, or serious breach of obligations under the GA).
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
S2R Governance Handbook: Project awarded through Open Calls, the cycle is in line with the usual practice applied within H2020 projects. Consequently, the reporting period for interim payment ends is not combined with the annual cycle but has been set every 12 months after the start of the project, for projects between 18 to 24 months, and every 18 months for longer life projects.

ARTICLE 20 — REPORTING — PAYMENT REQUESTS

20.1 Obligation to submit reports
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]
- [name for other RP]
- RP4: from month [N=1] to [the last month of the project]
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**.
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

*The JU may pay up to 50% of the GA value depending on budget availabilities*
### Example

<table>
<thead>
<tr>
<th>Maximum grant amount (Article 5.1)</th>
<th>Funding rate</th>
<th>Reporting periods</th>
<th>Guarantee Fund (5% x 1,000,000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,000,000</td>
<td>100%</td>
<td>3</td>
<td>50,000</td>
</tr>
</tbody>
</table>

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

**Pre-financing Payment**

\[
283,334 \text{ €} + 50,000 \text{ €} = 333,334 \text{ €}
\]

- Transferred to the consortium
- Transferred to the Guarantee Fund
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

**Periodic report** ➔ submitted by coordinator 60 days after end of reporting period

### Periodic Technical Report
- 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**

<table>
<thead>
<tr>
<th>When</th>
<th>• 90 days from reception of periodic reports</th>
</tr>
</thead>
</table>
| 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

Final report ✄ submitted by coordinator 60 days after end of last reporting period

- **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)

In addition to the periodic report
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)

**Characteristics**
- If $\sum$ payments made $\leq$ final grant amount: payment
- If $\sum$ payments made $> \text{final grant amount}$: recovery $\rightarrow$ 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 Table**

<table>
<thead>
<tr>
<th>Maximum grant amount</th>
<th>Approved eligible costs</th>
<th>Funding rate</th>
<th>If Receipts</th>
<th>If Reduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>200</td>
<td>220</td>
<td>100%</td>
<td>30</td>
<td>20</td>
</tr>
</tbody>
</table>

**Step 1**

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

$$220 \times 100\% = 220$$

**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

- **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

### Estimated eligible costs (per budget category)

<table>
<thead>
<tr>
<th>A. Direct personnel costs</th>
<th>B. Direct costs of subcontracting</th>
<th>C. Direct costs of R&amp;I support</th>
<th>D. Other direct costs</th>
<th>E. Indirect costs</th>
<th>F. Costs of...</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1 Personnel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.2 Natural persons under direct contract</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>A.3 Seconded persons</td>
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</tr>
<tr>
<td>A.6 Personnel for providing access to research infrastructure</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.4 SME owners without salary</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.5 Beneficiaries that are natural persons without salary</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Form of costs

<table>
<thead>
<tr>
<th>Beneficiary</th>
<th>Actual</th>
<th>Unit Q</th>
<th>No hours</th>
<th>Total</th>
<th>Unit Q</th>
<th>xx EUR/hour</th>
<th>Unit Q</th>
<th>xxx EUR/unit</th>
<th>No units</th>
<th>Total</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beneficiary 1</td>
<td>500,000</td>
<td>0</td>
<td>100</td>
<td>3,213</td>
<td>150,000</td>
<td>0</td>
<td>325,000</td>
<td>207,053</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Beneficiary 2</td>
<td>0</td>
<td>300,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>125,000</td>
<td>106,250</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
## Budget Transfers

<table>
<thead>
<tr>
<th>Budget transfers and re-allocation</th>
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</tr>
</thead>
<tbody>
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<tr>
<td>Transfers within personnel costs</td>
<td>NO</td>
</tr>
<tr>
<td>New subcontracts</td>
<td>YES (strongly advised)</td>
</tr>
</tbody>
</table>
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

Eligibility
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

Less requirements for time records

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

ACTUAL PERSONNEL COSTS
Calculation method defined in the model GA

CALCULATING PERSONNEL COSTS

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
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 indirect cost

• Subcontracting between beneficiaries in the same project is not allowed (p. 133 AGA)
Decision tree... a possible approach but refer always to the AGA principles.

Best Value for Money

- Does the company have a written internal procurement policy?
  - YES
  - NO

- Was the procurement policy followed?
  - YES
  - NO

- Were the “usual practices” followed?
  - YES
  - NO

- Is it an exception to procurement policy/“usual practice”?
  - YES
  - NO

- Well - justified?
  - YES
  - NOT OK

- Framework contract?
  - YES
  - Usual supplier?
  - “Below” market price?
Receipts

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

Income generated from the sale of assets purchased in the GA

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 \( \geq \text{EUR 500 000} \)

• 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 \( \geq \text{EUR 325.000} \) (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 JU – 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 Don’t’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)
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
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
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
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

Best Value
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)
5 most common errors

1. Direct costs apportioned, not measured
2. Time sheets
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, depreciation "in one shot"
Direct Cost Examples

• 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?
### Timesheets examples

**TIME RECORDING FOR A HORIZON 2020 ACTION**

<table>
<thead>
<tr>
<th>Reference/Work Package</th>
<th>DAY 1</th>
<th>DAY 2</th>
<th>DAY 3</th>
<th>DAY 4</th>
<th>DAY 5</th>
<th>DAY 6</th>
<th>DAY 7</th>
<th>DAY 8</th>
<th>DAY 9</th>
<th>DAY 10</th>
<th>DAY 11</th>
<th>DAY 12</th>
<th>DAY 13</th>
<th>DAY 14</th>
<th>DAY 15</th>
<th>DAY 16</th>
<th>DAY 17</th>
<th>DAY 18</th>
<th>DAY 19</th>
<th>DAY 20</th>
<th>DAY 21</th>
<th>DAY 22</th>
<th>DAY 23</th>
<th>DAY 24</th>
<th>DAY 25</th>
<th>DAY 26</th>
<th>DAY 27</th>
<th>DAY 28</th>
<th>DAY 29</th>
<th>DAY 30</th>
<th>DAY 31</th>
<th>Total</th>
</tr>
</thead>
</table>

- Hours worked on this project only (not on other projects/activities)
- Auditable time recording based on Timesheets

**Short description of the activities carried out in the month:**

Reporting of the project on the H2020 portal

**Signed (name of the person working for the action):**

**Signed (name of the supervisor):**
Timesheets examples

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
Timesheets examples

Electronic timesheet:

1. Electronic signature linking the electronic identity data with the electronic validation data require a password and user name
2. 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 ...../...../......... 3 until ...../...../......... 4
  (This period must cover at least one full natural month) 5

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

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

Regular errors

• 'Best value' not demonstrated – no tender, no counter-offers, 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.
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.
I have a contract with an Interim company for some personnel: can I charge the invoices issued by this Interim company as personnel costs?

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

I take advantage of a national law for temporary soft-recruitment 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.
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
Consequences

The amended provisions become an integral part of the GA

other provisions remain unchanged and have full effect
An amendment is necessary whenever there is a need to change the GA.

Amendments may NOT result in changes that would impact the award decision.

The general terms and conditions of the GA can NOT be changed via amendment.

The amendment will take effect either on the day of its entry into force or on the specific date(s) indicated in the amendment.
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 the 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)
Coordinator submits & signs amendments on behalf of the consortium

**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?

Prepared electronically

Requesting party will encode the amendment request
* Indicate the reasons
* Upload the supporting documents
* Get validations done before submitting the request

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 (Article 50.2 and 50.3)

Annexes 1 and 2 will be changed.

If the coordinator is removed, the amendment has to propose a new coordinator.
LTPs participating with the beneficiary will be automatically removed.
Termination can be triggered by:
- the S2R JU
- the beneficiaries

- **Termination by the S2R JU** (Article 50.3)
- 'Contradictory procedure' (30 days)
- 'Termination date' either:
  - date specified in notification confirming termination or
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

• New beneficiary must be validated and have a PIC before the submission.

• New beneficiary and accession date are added to the Preamble of GA. It is possible to choose between the date of the signature of the accession form, the date of entry into force of the amendment or a fixed date (future or retroactive).

• Annexes 1 and 2 will be changed.

• 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.
3. Change of coordinator

- ‘Handover date’ will be added in the Preamble of the GA
- There is NO need for an amendment to change the person in charge of the coordination of the project.
- Amendment request can be submitted after the end date of the action (e.g. coordinator in bankruptcy)

4. Change of bank account for payments

- Banking information must be validated before submitting the request

5. 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 'authorisation to administer')
6. 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)
7. **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

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

If the calculation of the unit costs needs to be provided or updated
# Certain budget transfers

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<td>NO</td>
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</table>
Some examples:

1. Change of name, address, or other legal entity data of the beneficiary, linked third party

2. Change of beneficiary due to universal takeover
   (In FP7: ‘universal transfer of rights and obligations’)

3. 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
After submission of request the receiving party has **45 days for ‘evaluation and validation’** (may exceptionally be extended)

- **Agreement**
- **Rejection**
- **Request for additional information**
- **Extension of the deadline for assessment**
- **If no reaction within deadline, tacit rejection**
A request containing several changes to the GA will be considered as a package and:

- it 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 – Communication and Dissemination
Communication and Dissemination

- **Important for S2R! (and an obligation in the GA)**
  - Design a thorough communication plan (part of your 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 non-specialists, e.g. to the media and the public
  - Inform us in advance of communication activities, especially those expected to have a major media impact
Communication and Dissemination

- **S2R Projects Communication Planning GoogleSheet** is a tool to effectively disseminate the work Shift2Rail projects are doing
  - [Link to S2R Projects Communication Planning]

- Please fill in the GoogleSheet at least once a month:
  - **S2R Newsletter/Website sheet** – material for inclusion in the monthly Shift2Rail newsletter
  - **S2R Social Media sheet** – content that S2R can directly post about through its own accounts or re-share from your accounts
  - **S2R Project Communication Outputs** – S2R to archive and disseminate the communication outputs created by projects
  - **S2R Project Final Events** – information that S2R can use to promote final events of the projects
  - **Women in Transport Initiative** – collect information regarding Shift2Rail projects efforts in relation to diversity and inclusion in the transport sector

- Let’s help each other: Increased project visibility for you and greater overall impact for Shift2Rail
Communication and Dissemination

• See article 29 of the GA
  European 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
Communication and Dissemination

• **Communication ≠ dissemination**
  - Dissemination is a separate obligation (e.g. through scientific articles and conferences)

• **Conferences:**
  - The planning of *mid-term conference and final conferences* need to be agreed with the S2R JU, so that we can achieve a Programme approach
  - Try already to check with your complementary project for synergies in this respect

⇒ Please note that if the dissemination/communication actions foreseen by the Grant Agreement or requested by the S2R JU in the points above are not implemented, the S2R JU will reduce the S2R JU contribution to the project accordingly to art.29.6 of the GA (reduction can reach 100% of GA contribution)
Use of S2R Label and Position

Extracts from S2R Governance and Process Handbook:

Projects documents with the S2R logo can only represent a S2R position* if the following conditions are all met:

a) There is an agreement within the Project and following the Project decisional procedure
b) There is an agreement within the respective IP/CCA SteCo
c) There is an official agreement from the S2R JU, through a written confirmation of the S2R ED

Similarly, any Project beneficiary or S2R Member can only officially represent a S2R position* if:

• the conditions a, b and c above are all met in case of a Project beneficiary
• the conditions b and c above are all met in case of a S2R Member

The Project Coordinator or the concerned S2R Member will need to promptly inform the S2R Programme Manager assigned to the Project or the S2R Head of R&I should such cases arise.

*List of official S2R positions available in Annex G
Thank you for your attention