Open Call document IOF2020 – legal and financial guidelines

document identification

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# General Information

## Means of submission

Proposal must be preregistered before 31 August 2018 17:00 CET and submitted **before 30 September 2018 17:00 CET** through the online submission form on the IoF2020 website ([www.iof2020.eu/opencall](http://www.iof2020.eu/opencall)). Submissions received by any other channel will be automatically discarded.

## Language

**English** is the official language for IoF2020 open calls. Submissions done in any other language will not be evaluated. English is also the only official language during the whole execution of the IoF2020 programme. This means any requested submission of deliverable will be done in English in order to be eligible.

## Documentation formats

Any document requested in any of the phases must be submitted electronically in PDF format without restrictions for printing.

## Origin of the funds

Any selected consortium will sign a dedicated Sub-Grant Agreement with the IoF2020 coordinator on behalf of the consortium. The funds attached to the Sub-Grant Agreement come directly from the funds of the European Project IoF2020, and are therefore, funds owned by the European Commission, whose management has been led to the project partners in IoF2020 via European Commission Grant Agreement Number 731884.

As it can be seen in the Sub-Grantee Funding Agreement template (Annex 2), this relation between the sub-grantees and the European Commission through IoF2020 project carries a set of obligations to the sub-grantees with the European Commission. It is the task of the sub-grantees to accomplish them, and of the IoF2020 consortium partners to inform about them.

# Financial Support

## Eligible costs

The type of accepted eligible costs under the lump sum for phases 1 and 2 are:

* + - Personnel costs directly assigned to the Proposal
		- Travel costs related to the development of the Use Case
		- Equipment or software bought or used.
		- Other goods & Services
		- Subcontracting products and/or services for the development of the use case. This type of cost are eligible if the participant award the subcontracts ensuring the best value for the money, or if appropriate the lowest price.

No other type of costs, apart from those listed in *section 2.1 ”Eligible costs”* will be considered eligible.

# Projects Execution

## Project Reviews

Each project will go through 2 reviews, each one highlighting the end of a phase. For the mid-term review the first set of agreed deliverables will have to be reported. At the end of the project the final set of deliverables, including the final report will be presented.

The project coordinator should deliver at least 1 week in advance the agreed set of deliverables, so that the reviewers will be able to read it. During the review, the project consortium members should present their work, answer questions and demonstrate their experiment.

The maximum project duration will be 24 months and should finish at least 2 months before the end of IoF2020 project. As such reviews are scheduled to meet this requirement.

## Payments

The selected proposals will receive a pre-payment of 40% of the total budget. After satisfactory completion of the first set of deliverables, the proposals will receive the second payment (30%). After satisfactory completion of the second and final set of deliverables, the third and last payment (30%) will follow.

Each project will receive the funding on a lump sum scheme and according to the terms of the contract signed between IoF2020 consortium and the selected project representative.

After each project review and successful evaluation of each deliverable, its cost will become eligible. Deliverables that are not accepted will be re-evaluated at next review. **If this is the last review, the cost of these deliverables will not be paid to the project and their cost will be automatically reduced from the sub-grant agreement**.

The funding per each phase (pre-payment, mid-term, final payment), should not exceed the Open Call funding scheme (up to 40%, 30% and 30% respectively).

The payment from the IoF2020 project coordinator to the project will take place via the designated consortium leader. The IoF2020 has no other obligation to ensure or monitor that funding actually has reached the project consortium participant. The project coordinator is responsible to distribute the funding to the consortium members based on the sub-grant agreement that has been signed and the funding distribution per deliverable and per party.

# Information Requirements & Responsibilities

## General obligation for project consortium members to inform

The project coordinator should:

* Provide any notice in writing to the IoF2020 project coordinator
* Immediately inform the IoF2020 Consortium of any of the following facts:
	+ any change of persons or contact details to the IoF2020 coordinator. The address list shall be accessible to all concerned.
	+ events that are likely to affect significantly or delay the implementation of the actions, or delivering the project goals, as well as the European Union's financial interests, in particular: changes in its legal, financial, technical, organisational or ownership situation.
	+ circumstances affecting the decision to award the financial support the project consortium or compliance with requirements under the Sub-grant Agreement.

The project consortium must provide (during implementation of the action or afterwards) any information requested in order to verify proper implementation of the action and compliance with the Sub-grant Agreement signed with the IoF2020 Consortium.

The project consortium members must keep the adequate records and other supporting documentation to prove the costs incurred, such as contracts, subcontracts, invoices and accounting records.

The project consortium members must submit the information about the implementation of the action and its impact, in accordance with the timing and conditions requested by the IoF2020 Consortium.

The reports must be drawn up using the forms and templates provided by the IoF2020 Consortium.

All reports and information must be submitted in the reporting period established and in English.

If a project consortium breaches any of its obligations, the grant may be reduced or the Sub-grant Agreement may be terminated.

The project consortia members are indirectly beneficiaries of European Commission funding. As such, they are responsible for the proper use of the funding and ensure that the recipients comply with obligations under H2020 specific requirements as described in Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020). The obligations that are applicable to the recipients listed in the following paragraphs.

## Conflict of Interest

The 3rd parties (project consortium member) must take all measures to prevent any situation where the impartial and objective implementation of the project is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (‘conflict of interests’).

They must formally notify to the Commission (via the IoF2020 coordinator) without delay any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation. The IoF2020 coordinator may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

If the project consortium member breaches any of its obligations, the sub-grant agreement may be automatically terminated. Moreover, in case costs are not explicitly included in the project, they may be rejected. Finally, the cost of the deliverables, which are clearly specified in the project and are accepted during a review process, becomes eligible. Deliverables that are not accepted will be re-evaluated at next review. If this is the last review, the cost of these deliverables will not be paid to the project.

## Confidentiality

During implementation of the project and for five years after the end of the project, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at sub-grant agreement signing time (‘confidential information’).

If a 3rd party requests, the Commission and the IoF2020 consortium may agree to keep such information confidential for an additional period beyond the initial four years. This will be explicitly stated at the sub-grant agreement.

If information has been identified as confidential during the project execution or only orally, it will be considered to be confidential only if this is accepted by the IoF2020 coordinator and confirmed in writing within 15 days of the oral disclosure. Unless otherwise agreed between the parties, they may use confidential information only to implement the Agreement.

The project consortium may disclose confidential information to the IoF2020 consortium and to the selected reviewers, who will be bounded by a specific Non-Disclosure Agreement.

## Financial audits and controls

The European Commission (EC) will monitor that IoF2020 beneficiaries and the project consortium members that comply with the conditions for financial support to third parties such as set out in Annex 1 of the IoF2020 grant agreement and may take any action foreseen by the grant agreement in case of non-compliance vis à vis the beneficiary concerned.

Moreover, the EC at any time during the implementation of the IoF2020 project and up to five years after the end of the IoF2020 project, arrange for financial audits to be carried out, by external auditors, or by the EC services themselves including the European Anti-Fraud office (OLAF). The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC. Such audits may cover financial, systemic and other aspects (such as accounting and management principles) relating to the proper execution of the grant agreement. They shall be carried out on a confidential basis.

The project consortium member shall make available directly to the EC all detailed information and data that may be requested by the EC or any representative authorised by it, with a view to verifying that the grant agreement is properly managed and performed in accordance with its provisions and that costs have been charged in compliance with it. This information and data must be precise, complete and effective.

The project consortium member shall keep all project deliverables and the originals or, in exceptional cases, duly authenticated copies – including electronic copies - of all documents relating to the project contract for up to five years from the end of the project. These shall be made available to the EC where requested during any audit under the grant agreement.

In order to carry out these audits, the project consortium member shall ensure that the EC´s services and any external body(ies) authorised by it have on-the-spot access at all reasonable times, notably to the project consortium member offices, to its computer data, to its accounting data and to all the information needed to carry out those audits, including information on individual salaries of persons involved in the project. They shall ensure that the information is readily available on the spot at the moment of the audit and, if so requested, that data be handed over in an appropriate form.

On the basis of the findings made during the financial audit, a provisional report shall be drawn up. It shall be sent by the EC or its authorised representative to the beneficiary concerned, which may make observations thereon within one month of receiving it. The Commission may decide not to take into account observations conveyed or documents sent after that deadline. The final report shall be sent to the beneficiary concerned within two months of expiry of the aforesaid deadline.

On the basis of the conclusions of the audit, the EC shall take all appropriate measures which it considers necessary, including the issuing of recovery orders regarding all or part of the payments made by it and the application of any applicable sanction.

The European Court of Auditors shall have the same rights as the EC, notably right of access, for the purpose of checks and audits, without prejudice to its own rules.

In addition, the EC may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities’ financial interests against fraud and other irregularities.

## Sub-grant Agreement

Each project deliverable will be associated with a specific cost. This cost will be explicitly referred to in the sub-grant agreement and will include the total amount that each 3rd party of the project consortium will receive for the specific activity.

The payment from the IoF2020 project (Budget Holder) to the project will take place via the project coordinator organization. The IoF2020 has no other obligation to ensure or monitor that funding has actually reached the project consortium participant. The project coordinator is responsible to distribute the funding to the consortium members based on the sub-grant agreement that has been signed and the funding distribution per deliverable and per party.

As such, the project consortium members should ensure the IoF2020 coordinator via Annex 1 “Consortium Declaration” that a relevant consortium agreement has been signed, where:

* + - * The project coordinator ensures for the financial viability of each project consortium member
			* Each consortium member authorized the project coordinator to act on its behalf
			* Each consortium member authorized the project coordinator to receive the project funding from the IoF2020 coordinator and distribute it according to the sub-grant agreement
			* Defines a decision-making procedure and conflict resolution schema among the consortium members
			* Ensures proper IPR protection of the project consortium members.

# Intellectual Property Rights

The following Intellectual property Rights conditions should be followed:

1. The proposals submitted should be solely based on original works by the applicants and their foreseen developments are free from third party rights, or they are clearly stated.
2. All IPR created by the applicants via the IoF2020 funding will remain to the applicants, who will be the unique owners of the technologies created within the framework of their sub-granted projects.
3. Any communication or publication by the funded applicants shall clearly indicate that the project has received funding from the European Union, and IoF2020 project displaying the EU logo and H2020 logo on all printed and digital material, including websites and press releases.
4. Parts of the projects selected for funding (including the publishable summary of page A-2 of the proposal) will be used for IoF2020 dissemination purposes.
5. The project consortium shall, throughout the duration of the Project, take appropriate measures to engage with the public and the media about the project and to highlight the financial support of the EC. Moreover, all measurements of the project experiments should be published as open data (unless an exception it is fully justified), respecting IoF2020 Data Management Plan and any Ethical issues defined by the European Commission and National Regulations. Any publicity made by the project consortium in respect of the project, in whatever form and on or by whatever medium, must specify a) that it is funded by the European Commission via the IoF2020 project and b) that it reflects only the author’s views and that the EC and IoF2020 is not liable for any use that may be made of the information contained therein. Moreover, the EC and the IoF2020 consortium shall be authorized to publish, in whatever form and on or by whatever medium, information related to the project.

# Background and Results Treatment

## Agreement on the use of Background

The project consortium members must identify and agree (in writing) on the use of Background for the action (“agreement on background”).

“Background” means any data, know-how or information, including intellectual property rights, that are held by the project consortium member before they acceded to the Sub-grant Agreement, and is needed to implement the action or exploit the results. Background is not limited to input owned, but potentially extends to anything the project consortium member lawfully hold (e.g. through a license with the right to sub- license).

Unless other conditions are included in the Sub-grant Agreement, the default rule of royalty-free applies for access to background for the realisation of action tasks, and the exploitation of results will be done under fair and reasonable conditions.

## Ownership, protection, exploitation and dissemination of results

The results of the action supported, belong to the project consortium member. Results only include outputs of activities that will be implemented according to the proposal submitted.

The project consortium member must make any arrangements with any third parties that could claim rights to them (e.g. subcontractors, employees, etc.), in order to implement the action appropriately.

In case project consortium members want to transfer ownership of their results, they must ensure that their obligations (regarding the results) apply to the new owner and that this new owner would pass them on in any subsequent transfer. Moreover, the project consortium member may grant licenses to their results, ensuring that access rights can be exercised and that any additional exploitation obligations are complied with. Project consortium members must formally notify the IoF2020 Consortiums in advance of any planned action to transfer results to third parties established in a third country (outside EU).

The project consortium members must examine the possibility of protecting results (that can reasonably be expected to be commercially or industrially exploited) and if possible, reasonable and justified, protect them. For that, they must choose the most suitable form of protection – patent, trade-secret, confidentiality, etc. - (IP protection is not mandatory), for an appropriate period and have appropriate territorial coverage. Unless technically or legally impossible, applications for protection must include the reference to EU “indirect” funding though IoF2020 initiative.

The project consortium members must take measures aiming to ensure exploitation of their results by themselves (e.g. for commercial or industrial exploitation) or by third parties (e.g. through licensing)..

Regarding the dissemination of results of the actions implemented by the beneficiaries, unless it goes against their legitimate interests or conflicts with any other obligations under the Sub-grant Agreement, they must disseminate their results in the most suitable form (e.g. website, presentation at a sectoral conference). Where possible, they should make a reference to EU “indirect” funding.

Public summary of the project can be published on the website of IoF2020 or used under other forms of communication. In any case, the dissemination of information about the project by IoF2020 Consortium will only take place after consultation with the Project Consortium involved.

## Promoting the action and give visibility to the EU funding

The 3rd parties (project consortium member) must promote the project, IoF2020 project and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner and to highlight the financial support of the EC.

Unless the European Commission or the IoF2020 coordinator requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.), any publicity, including at a conference or seminar or any type of information or promotional material (brochure, leaflet, poster, presentation etc.), and any infrastructure, equipment and major results funded by the grant must:

1. display the EU emblem
2. display the IoF2020 logo and
3. include the following text:

For communication activities: “This project has indirectly received funding from the European Union’s Horizon 2020 research and innovation programme, via an Open Call issued and executed under project IoF2020 (grant agreement No 731884)”.

For infrastructure, equipment and major results: “This [infrastructure][equipment][insert type of result] is part of a project that has indirectly received funding from the European Union’s Horizon 2020 research and innovation programme via an Open Call issued and executed under project IoF2020 (grant agreement No 731884)”.

When displayed in association with a logo, the European emblem should be given appropriate prominence. This obligation to use the European emblem in respect of projects to which the EC contributes implies no right of exclusive use. It is subject to general third-party use restrictions which do not permit the appropriation of the emblem, or of any similar trademark or logo, whether by registration or by any other means. Under these conditions, the Beneficiary is exempted from the obligation to obtain prior permission from the EC to use the emblem. Further detailed information on the EU emblem can be found on the Europa web page.

Any publicity made by the Beneficiary in respect of the project, in whatever form and on or by whatever medium, must specify that it reflects only the author’s views and that the EC or IoF2020 project is not liable for any use that may be made of the information contained therein.

The EC and the IoF2020 consortium shall be authorised to publish, in whatever form and on or by whatever medium, the following information:

* + - * the name of the project coordinator and all consortium members
			* contact address of the project coordinator and all consortium members
			* the general purpose of the project
			* the amount of the financial contribution foreseen for the project; after the final payment, the amount of the financial contribution actually received by the project
			* the geographic location of the activities carried out;
			* the list of dissemination activities and/or of patent (applications) relating to foreground;
			* the details/references and the abstracts of scientific publications relating to foreground and, if funded within the project, the published version or the final manuscript accepted for publication;
			* the publishable reports submitted to IoF2020;
			* any picture or any audio-visual or web material provided to the EC and IoF2020 in the framework of the project.

The project coordinator shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the EC and IoF2020 does not infringe any rights of third parties.

Upon a duly substantiated request by the project coordinator on behalf of any project consortium member, the IoF2020 consortium, if such permission is provided by the EC, may agree to forego such publicity if disclosure of the information indicated above would risk compromising the beneficiary’s security, academic or commercial interests.