



*Clean Sky*

***Grant Agreement for Partners***

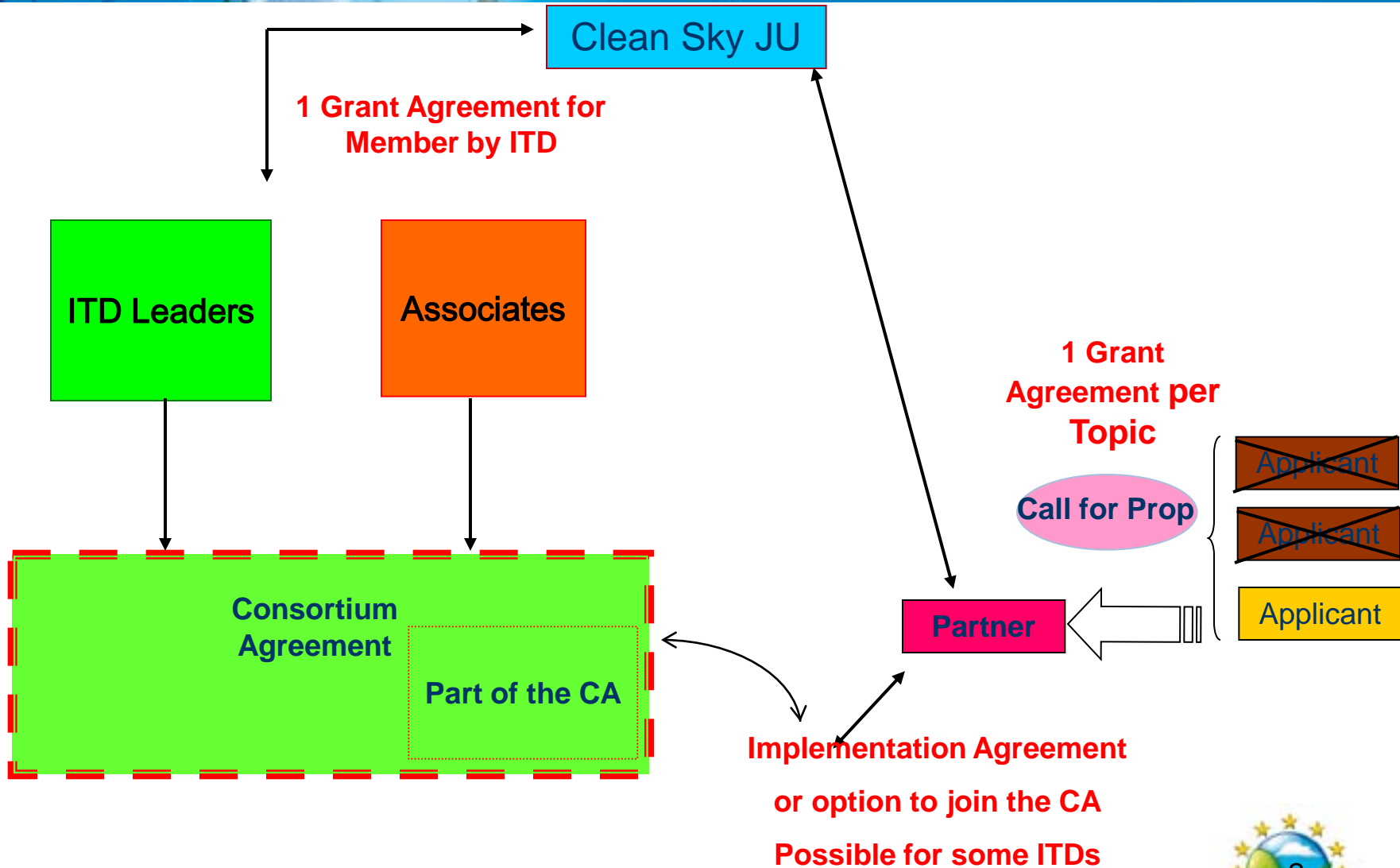
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**Clean Sky Info Day on 11th Call for proposals**

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[www.cleansky.eu](http://www.cleansky.eu)

# Contractual picture



# Partner – Call for Proposals

- Partner (or a consortium) will be selected pursuant to an open and transparent competitive procedures (Call for Proposal).
- The selected Partner will have a double contractual link:
  - He will sign the **Partner Grant Agreement (GAP)** with the JU and become a Partner of the Clean Sky JU.
  - He will sign the **Implementation Agreement** or will join the **consortium agreement** (if the ITD offers this option and if the Partner wants to join it)
- This presentation will focus on some essential elements of the GAP



# Grant Agreement for Partner

- Core
- Annex I – Description of the *project (DoW)*
- Annex II - General conditions
- Annex III - Form A – Accession of *Beneficiaries to the Grant Agreement*
- Annex IV - Form B – Request for accession of a new *Beneficiary to the Grant Agreement*
- Annex V - Form C – Financial statement
- Annex VI - Form D – Terms of reference for the certificate on the financial statements
- Annex VII - Form E – Terms of reference for the certificate on the methodology
- Special clauses



# Payments

1. **Pre-financing**: A pre-financing shall be paid within 45 days following the date of entry into force of the GAP, provided evidence is given of the signatures of Implementation Agreement and Project CA (if applicable)
  - For projects with one or two reporting periods, the amount of the pre-financing will be **70%** of the total JU contribution.
  - For projects with duration of more than two reporting periods, it would be equivalent to 160% of the average JU funding per period. However the amount of the pre-financing may not exceed 80% of the total JU contribution.
  - **Pre-financing remains the property of the JU until the final payment**
2. **Interim payments** : if more than one period, an interim payment will be made. This interim payment, together with the pre-financing, **shall not exceed 80% of the total JU contribution.**
3. **Payment of the JU financial contribution**:
  - At the end of the project, the JU shall make a final payment corresponding to the amount accepted as the final amount for the project up to the difference between the maximum JU contribution and the pre-financing already paid.
  - Where the amount accepted is less than the pre-financing already paid, the JU shall recover this amount.



# Eligible costs for the project

**They need to meet the following conditions to be considered eligible**

- **a) They must be actual; Exceptions:** possibility to declare average personnel costs, according to beneficiary accounting practice – whole FP7; SME owners and other natural persons, who do not receive a salary, can now charge as personnel costs a flat rate based on the allowances used in the People Specific Programme;
- **b) they must be incurred by the *beneficiary*;**
- **c) they must be incurred during the duration of the *project*;**
- **d) they must be determined in accordance with the usual accounting and management principles and practices of the *beneficiary and respect* the accounting rules of the State in which the *beneficiary* is established;**
- **e) they must be used for the sole purpose of achieving the objectives of the *project* and its expected results;**
- **f) they must be recorded in the accounts of the *beneficiary*;**
- **g) they must be indicated in the estimated overall budget in Annex I**



# Non-eligible costs

- a) identifiable indirect taxes including value added tax,
- b) duties,
- c) interests owed,
- d) provisions for possible future losses or charges,
- e) exchange losses, cost related to return on capital,
- f) costs declared or incurred, or reimbursed in respect of another *Community or JU project*,
- g) debt and debt service charges, excessive or reckless expenditure.



# Identification of direct costs

- Direct costs are all those eligible costs which can be attributed directly to the *project* and are identified by the *beneficiary* as such, in accordance with its accounting principles and its usual internal rules.
- Personnel costs:
  - either the costs of the actual hours worked by the persons directly carrying out the work under the *project*, *OR*
  - average personnel costs.
  - For SME owners and other natural persons who do not receive a salary: they can charge as personnel costs a flat rate based on the allowances used in the People Specific Programme.



# Identification of indirect costs

Indirect costs are all those eligible costs which cannot be identified by the beneficiary as being directly attributed to the project but which can be identified and justified by its accounting system as being incurred in direct relationship with the eligible direct costs attributed to the project

## Identification of the indirect costs:

- The actual indirect costs method – The beneficiary must have an analytical accounting system
- Simplified method
- The 20 % flat rate option of its total direct eligible costs, excluding its direct eligible costs for subcontracting and the costs of resources made available by third parties which are not used on the premises of the *beneficiary*.



# Upper funding limits

- Research and technological development activities, the *JU financial contribution* may reach a maximum of 50% of the total eligible costs of the *beneficiaries*.
  - ***However, for beneficiaries non-profit public bodies, secondary and higher education establishments, research organisations and SMEs, the rate may reach a maximum of 75% of the total eligible costs.***
- For demonstration activities, the *JU financial contribution* may reach a maximum of 50% of the total eligible costs.
- For other activities, *inter alia*, management activities and training, the *JU contribution* may reach a maximum of 50% of the total eligible costs.
  - ***However, for beneficiaries that are non-profit public bodies, secondary and higher education establishments, research organisations and SMEs, the rate may reach a maximum of 75% of the total eligible costs.***



# Intellectual Property Rights

- Background (formerly Pre-Existing Know-How), identifies the knowledge of the participant to the project, which is needed for carrying out the project or for using Foreground
- Foreground means the results, which are generated under the project
  - It is the property of the beneficiary carrying out the work generating that foreground.
  - Where several beneficiaries have jointly carried out work generating foreground and where their respective share of the work cannot be ascertained, they shall have joint ownership of such foreground.
  - Transfer of ownership can be defined.
  - A plan for the use and dissemination of foreground needs to be prepared, including patent applications and use of the results

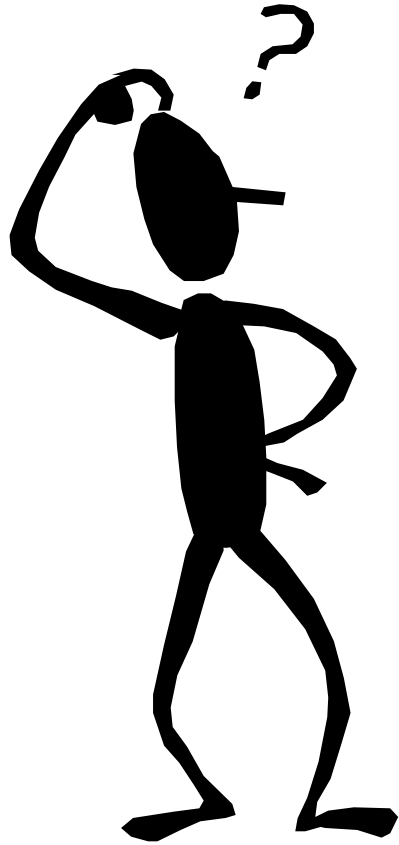


# Access rights

- **Access Rights** means licences and user rights to foreground or background
- **Access rights for implementation [work under the project]**
  - Access rights to background shall be granted to the other beneficiaries, if it is needed to enable those beneficiaries to carry out their own work.
  - Access rights to foreground shall be granted to the other beneficiaries, if it is needed to enable those beneficiaries to carry out their own work under the project (granted on a royalty-free basis)
- **Access rights for use [outside the project]**
  - Beneficiaries shall enjoy access rights to background or foreground, and it is granted either under fair and reasonable conditions or be royalty-free



# Grant Agreements for Partners



**THANK YOU FOR YOUR ATTENTION**



# Relevant documents

- [Rules for Participation, Submission, Evaluation, Selection and Award](#)

This and other documents available on CORDIS:

- General Information Package under the published call



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