

This Flyer provides you with a brief summary of your contractual obligations that survive even after the end of your project.

DISSEMINATION

After the end of the project, you should continue to promote and disseminate your final results, by providing targeted public information, for instance in conferences, scientific publications, social media and via the project's website and/or Shift2Rail (S2R) website, liaising with your S2R Project Manager (Art. 38.1.1 GA).

'Results' means any tangible or intangible output of the action, such as data, knowledge or information, that is generated in the action, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights (Art. 2.19 Reg. 1290/2013).

Results must be disseminated as soon as possible unless it goes against your legitimate interest (e.g. commercial, confidentiality) (Art. 29.1 GA).

Please take into account that:

- If you publish in peer-reviewed scientific publications, you must ensure open access to the final peer-reviewed manuscript (free of charge online access for any user, Art. 29.2 GA).
- Any dissemination of results must indicate that it reflects only the author's view and that the Joint Undertaking (JU) is not responsible for any use that may be made of the information it contains (Art. 29.5 GA).
- Any dissemination of results must inform on JU funding by displaying the JU logo, the EU emblem as well as the following text (Art. 29.4 GA):

"This project has received funding from the Shift2Rail Joint Undertaking under grant agreement No [Number]. The JU receives support from the European Union's Horizon 2020 research and innovation programme and the Shift2Rail JU members other than the Union."

PROTECTION

You have an obligation to examine the possibility of protecting your results if such results can reasonably be expected to be commercially or industrially exploited. Standard forms of protection are:

- Patent
- Trademark
- Industrial design
- Copyright
- Trade-secret
- Confidentiality

The duration and geographical coverage should be adequate depending on the particular results (Art. 27 GA).

Exceptionally the JU may protect the results of R&I in the interest of the Programme.

EXPLOITATION

'Exploitation' means the use of results in further research activities other than those covered by the action concerned, or in developing, creating and marketing a product or process, or in creating and providing a service, or in standardisation activities (Art. 2.9 Reg. 1290/2013).

Apart from dissemination and protection, you also have an "obligation to exploit the results" up to four years after the end of the project, by:

- (a) using the results in further research activities (outside the action);
- (b) developing, creating or marketing a product or process;
- (c) creating and providing a service, or
- (d) using them in standardisation activities.

Your obligations may therefore be fulfilled by using your results in further research within the Shift2Rail Programme and/or by developing a commercial use for the results as indicated in Points (b) and (c). Such exploitation activities may be conducted directly by you or indirectly through a third party, for example via licensing or transfer of the results (Art. 28.1 GA).

ACCESS RIGHTS

- **For Partners:** Upon request, you must give your former project partners access to your results and/or background under fair and reasonable conditions if they need it for exploiting their own results (Art. 25, 31.3 GA). This also applies to your partners' affiliated entities and complementary projects.

'Fair and reasonable conditions' means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the results or background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.

- **For the JU:** Upon request, you must give access to your results — on a royalty-free basis — to the JU and to EU institutions or other EU bodies for developing, implementing or monitoring EU policies or programmes. Such access rights are limited to non-commercial and non-competitive use (Art. 31.5 GA).

STANDARDISATION

If results are incorporated in a standard, you must ask the standardisation body to include the following statement:

"Results incorporated in this standard received funding from the Shift2Rail Joint Undertaking under the European Union's Horizon 2020 research and innovation programme under grant agreement No [Number]."

Please also inform the JU of your intention to contribute to a standard in order to enable the coordination of a coherent approach between S2R projects and S2R Programme future implementation.

LICENSING

You may transfer ownership of your results. However, you must ensure that obligations, e.g. regarding protection, dissemination, exploitation, and access rights, also apply to the new owner, and that this owner must as well pass these obligations on in any subsequent transfer of the results (Art. 30 GA).

REVIEWS & AUDITS

Records: You must keep records and other supporting documentation (Art. 18 GA) and make them available upon request (see Art. 17 GA) or in the context of checks, reviews, audits, or investigations (see Art. 22 GA).

Information: You must provide any information requested and keep your information stored in the Participant Register in SEDIA up to date (Art. 17 GA).

Control rights: The JU or certain Union bodies (ECA, CAS) may conduct checks as well as carry out reviews and/or audits on the proper implementation of the action and compliance with the obligations under the Agreement (Art. 22 GA).

Evaluation rights: For up to five years after the payment of the balance, the JU or the Commission may carry out interim and final evaluations of the impact of the action measured against the objective of the S2R Programme (Art. 23 GA).

This section should be interpreted in the light of the different types of Grant Agreements, for example Lump Sum Pilot.

REFERENCES

You can find detailed information in the Project's Grant Agreement and under the following links:

- **Shift2Rail Model Grant Agreement (for all OC Projects and CFM Projects started before 2018):** http://ec.europa.eu/research/participants/data/ref/h2020/other/mga/itis/h2020-mga-multi-shift2rail-ju_en.pdf
- **Shift2Rail Lump sum pilot Model Grant Agreement (for CFM Projects from 2018 onwards):** http://ec.europa.eu/research/participants/data/ref/h2020/other/mga/itis/h2020-mga-lumpsum-multi-shift2rail-ju_en.pdf
- **Annotated Model Grant Agreement:** http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/amga/h2020-amga_en.pdf
- **Horizon 2020 Regulation (Regulation (EU) No 1291/2013):** https://ec.europa.eu/research/participants/data/ref/h2020/legal_basis/fp/h2020-eu-establact_en.pdf
- **Horizon 2020 Rules for Participation and Dissemination (Regulation (EC) No 1290/2013):** https://ec.europa.eu/research/participants/data/ref/h2020/legal_basis/rules_participation/h2020-rules-participation_en.pdf

DISCLAIMER:

The Shift2Rail Joint Undertaking has created this flyer as a brief summary of obligations of (former) beneficiaries in Shift2Rail actions. As such, the information provided must not be considered as complete and does not constitute by itself any rights or obligations where none would exist otherwise. All information given is solely for indicative purposes. Binding rules are solely determined in the provisions of the applicable respective Grant Agreement concluded between the JU and the beneficiaries. The information provided in this flyer does not relieve the (former) beneficiaries of their obligation to duly consult their respective Grant Agreement regarding specific or further obligations applicable to them.

What next?

Your obligations after the end of the project

