



## Questions & Answers

*Call for proposals 2020*

*H2020-S2RJU-2020*

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Document history		
Revision	Date	Description
1	16 January 2020	First publication <ul style="list-style-type: none"><li>• Info Day Questions 1-7</li></ul>

Acronyms	Abbreviation
Shift2Rail Joint Undertaking	S2R JU
Linked Third Party	LTP
Call for S2R JU members	CFM
Open Call	OC
H2020 Annotated Model Grant Agreement <a href="http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/amga/h2020-amga_en.pdf">http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/amga/h2020-amga_en.pdf</a>	AGA
S2R JU Model Grant Agreement <a href="http://ec.europa.eu/research/participants/data/ref/h2020/other/mga/jtis/h2020-mga-multi-shift2rail-ju_en.pdf">http://ec.europa.eu/research/participants/data/ref/h2020/other/mga/jtis/h2020-mga-multi-shift2rail-ju_en.pdf</a>	MGA
Grant Agreement Preparation	GAP
Grant Agreement	GA
Consortium Agreement	CA
S2R JU Annual Work Plan and Budget for 2020 <a href="https://shift2rail.org/about-shift2rail/reference-documents/annual-work-plan-and-budget/">https://shift2rail.org/about-shift2rail/reference-documents/annual-work-plan-and-budget/</a>	S2R AWP 2020
Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for participation and dissemination in "Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)" and repealing Regulation (EC) No 1906/2006 (OJ L 347, 20.12.2013, p.81)  <a href="http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2013.347.01.0104.01.ENG">http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2013.347.01.0104.01.ENG</a>	H2020 Rules of participation
Regulation (EU) No 1291/2013 of the European Parliament and of the Council of 11 December establishing Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020) and repealing Decision No 1982/2006/EC (OJ L 347, 20.12.2013, p.104)  <a href="http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2013.347.01.0104.01.ENG">http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2013.347.01.0104.01.ENG</a>	H2020 framework Regulation
Council Regulation (EU) No 642/2014 of 16 June 2014 establishing the Shift2Rail Joint Undertaking (OJ L 177, 17.6.2014, p. 9)  <a href="http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2014.177.01.0009.01.ENG">http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2014.177.01.0009.01.ENG</a>	S2R Regulation

Questions & Answers		
Q	Topic	S2R Answer
1	Where can I find a list of S2R JU projects?	The list of all S2R JU projects is available on the S2R website at: <a href="https://projects.shift2rail.org/s2r_projects.aspx">https://projects.shift2rail.org/s2r_projects.aspx</a>
2	I am a non-member of S2R JU, can I participate in a CFM?	<p>According to the eligibility criteria listed in the S2R AWP 2020 (section 2.3.4 Standard eligibility conditions), only JU members (founding and associated) and their affiliates can be beneficiaries in the topics that are labelled as "CFM" (Calls for members) in the S2R call 2020.</p> <p>In line with the distinction between different types of calls for proposals, presented in Section 2.2.4 of the AWP, the JU will distinguish between two types of calls for proposals with specific eligibility conditions:</p> <ul style="list-style-type: none"> <li>- competitive calls for proposals, which, pursuant to Article 9.5 of Horizon 2020 Rules for Participation and Article 17.1(a) and (b) of S2R JU Statutes, will restrict the type of beneficiary to JU Members (founding and associated), and their affiliated entities. In the case of Members in the form of consortia or groupings of legal entities, the individual constituent entities of these consortia or groupings, and the affiliated entities of these individual constituent entities, are eligible to participate in the restricted calls for JU Members;</li> <li>- open, competitive calls for proposals which, pursuant to Article 9.5 of Horizon 2020 Rules for participation, will be addressed only to entities that are not Members of the S2R JU (founding or associated), nor constituent entities of Members in the form of consortia or groupings, nor affiliated entities either to the S2R JU Members or to the constituent entities of Members in the form of consortia or groupings.</li> </ul> <p>Therefore, a non-JU member cannot participate directly or as part of the consortium submitting a proposal to the call which requires JU's membership as eligibility criteria.</p> <p>Nevertheless, a non-JU member has the possibility to indirectly participate in call for members, if linked with a participating member as:</p> <ul style="list-style-type: none"> <li>- Third party with a legal link with the beneficiary (Linked Third Party),</li> <li>- Subcontractor.</li> </ul> <p>In both cases, the provisions of H2020 Rules for Participations and of the H2020 MGA on subcontracting and on linked third parties must be complied with. For more information about this point, please refer to the next question n° 3.</p>

		<p>You can find the list of the S2R JU Members here: <a href="https://shift2rail.org/about-shift2rail/ju-members/">https://shift2rail.org/about-shift2rail/ju-members/</a></p>
<p>3</p>	<p>What is the difference between participation as subcontractor and participation as Linked Third Party(LTP)?</p>	<p>The differences between subcontractors and LTPs are explained below:</p> <p>1. Subcontractors (Article 13 of the MGA): The beneficiaries have a contractual link with subcontractors, having as their object the implementation of specific action tasks. Please note that subcontractors can carry out only limited parts of the action. Subcontracts are based on business conditions, which means that the subcontractor charges a price which usually includes a profit.</p> <p>The eligible costs are the prices charged to the beneficiary by the subcontractors (usually containing a profit margin for the subcontractors but not for the beneficiary).</p> <p>The beneficiary must award the subcontracts on the basis of best value for money (or lowest price) and absence of conflict of interests.</p> <p>2. LTPs ( Article 14 of the MGA): The beneficiaries must have a “legal link” or a “capital link” with the LTPs.</p> <p>‘Entities with a legal link’ refer to an established relationship (between the third party and the beneficiary), which is:</p> <p>1) broad and not specifically created for the work in the Grant Agreement (GA) - Accordingly, its duration must go beyond the action duration and it usually pre-dates and outlasts the GA. Ad hoc collaboration agreements or contracts to carry out work in the action are NOT covered. (In this latter case, both legal entities should be beneficiaries).</p> <p>AND</p> <p>2) a legal relationship. This may either be a legal structure (e.g. the relationship between an association and its members) or through an agreement or contract not limited to the action (e.g. a collaboration agreement for research in a particular field). If the only relation between two entities is a capital link (i.e. ownership of part of the issued share capital), the entity may only participate as a linked third party if it is an ‘affiliated entity’ (see below).</p> <p>‘Entities with a capital link’ or ‘Affiliated entities’ means:</p> <ul style="list-style-type: none"> <li>- under the direct or indirect control of the beneficiary or</li> <li>- under the same direct or indirect control as the beneficiary or</li> <li>- directly or indirectly controlling the beneficiary.</li> </ul> <p>Affiliated entities cover not only the case of parent companies or holdings and their daughter companies or subsidiaries and vice-versa, but also the case of affiliates between themselves (e.g. entities controlled by the same entity)</p> <p>In order to be accepted as LTPs, the official document which proves the link as explained above must be provided by the beneficiary.</p> <p>Entities performing a substantial part of the work should in principle be</p>

		<p>beneficiaries, not LTPs. LTPs should only exceptionally perform a major part of the work.</p> <p>LTPs do not charge a price but declare their own costs for implementing the action tasks. The eligible costs are only the costs of the LTP, no profit is allowed (neither for the linked third party nor for the beneficiary).</p>
<p>4</p>	<p>What is the role of the coordinator? What budget can be foreseen for the coordinator?</p>	<p>The coordinator must coordinate and manage the GA, is the central contact point for the JU and represents the consortium towards the JU. Main coordination tasks are the following (Article 41.2.b) MGA:</p> <ul style="list-style-type: none"> <li>• Monitor that the action is implemented properly</li> <li>• Act as the intermediary for all communications between the beneficiaries and the JU - unless the Agreement specifies otherwise</li> <li>• Request and review any documents or information required by the JU and verify their completeness and correctness</li> </ul> <p>The coordinator must check the quality of the documents submitted by the beneficiaries, including:</p> <ul style="list-style-type: none"> <li>- reviewing the individual financial statements from each beneficiary to verify consistency with the action tasks, as well as their completeness and correctness (e.g. that the addition of the different costs declared by the beneficiary corresponds to the total amount declared, or that the 25% flat-rate for indirect costs is correctly calculated). The coordinator is not, however, obliged to verify the eligibility of these costs (under Article 6) or to request justifications. Each beneficiary remains responsible for the cost it declares (both as regards eligibility and as regards sufficient records and supporting documents to substantiate them).</li> <li>- verifying that all the requested documents are submitted by the beneficiary (e.g. the summary, the questionnaire etc.)</li> <li>- verifying that the beneficiary submits the documents in the requested format</li> <li>- verifying that the technical information submitted by a beneficiary concerns its action tasks as described in Annex 1 (and not something unrelated to the action)</li> </ul> <ul style="list-style-type: none"> <li>• Submit the deliverables and reports</li> <li>• Distribute payments to the other beneficiaries, without unjustified delay</li> <li>• Inform the JU of the amounts paid to each beneficiary, if requested to do so (see Article 44.1.2)</li> </ul> <p>The coordination tasks listed in Article 41.2 can normally not be subcontracted or outsourced to a third party (including linked third parties). They cannot be carried out by other beneficiaries.</p> <p>Regarding the budget for the Coordinator, it is up to the consortium submitting a proposal to consider the appropriate budget to be assigned to the coordinator for its tasks ensuring correct execution of the the project implementation . Like all costs, in order to be eligible, these costs must comply with the eligibility conditions set out in Article 6 of the MGA.</p>

<p>5</p>	<p>How are Intellectual Property Rights (IPR) handled?</p>	<p>A successful proposal will conclude a Grant Agreement (GA) with the S2R JU, which will contain a number of standard provisions regarding IPRs. A basic distinction is made between Background (i.e. pre-existing IPR) and Results (i.e. IPR that may be created due to the action).</p> <p>Relevant IPR questions will arise throughout the lifecycle of your project: from the very first idea and conceptualisation of your project, throughout its execution, until the end and the potential exploitation and commercialization of the results. Therefore, the beneficiaries must identify and agree on what constitutes background for their action (in order to be able to give access to it), including IPR.</p> <p>Although not obligatory, beneficiaries are strongly advised to agree on background before the GA is signed, to ensure that they have access rights to what is needed for implementing the action (and then exploiting its results).</p> <p>In general the set of important documents with regard to IPR provisions are the general Rules for Participation in Horizon 2020, the MGA (articles 23a to 31) and the Consortium Agreement. While the Consortium Agreement is drafted and organised according to the Consortium preferences, its content needs to follow the provisions of the MGA and the H2020 rules, including IPR.</p> <p>The GA contains specific rules obliging to share Needed Background within the Consortium on certain conditions (see Subsection 2 and 3 as well as Article 31 of the S2R MGA). Further specifics may be included in the Consortium Agreement and, if applicable, Collaboration Agreements with complementary actions. For complementary grants, the JU has developed a specific model template for a “collaboration agreement” that could be used by the consortia with a need to collaborate, including the necessary modifications on IPR. This model should facilitate the establishment of the final agreement between the collaborating projects, but other models can be used. (<a href="https://shift2rail.org/wp-content/uploads/2017/06/S2R_Model_Coll_Agmt_Final.pdf">https://shift2rail.org/wp-content/uploads/2017/06/S2R_Model_Coll_Agmt_Final.pdf</a>) For more information on IPR, see Article 23a to 40 to the AGA</p> <p>Regarding (patentable) results, the GA encourages further exploitation and determines that results are owned by the beneficiaries. Further protection and exploitation of results (including patenting and commercialisation) is encouraged in the GA (see, i.a., Article 27).</p> <p>For more information, please find here the link towards the guide to Intellectual Property Rights in H2020: <a href="https://www.iprhelpdesk.eu/sites/default/files/documents/EU_IPR_IP-Guide.pdf">https://www.iprhelpdesk.eu/sites/default/files/documents/EU_IPR_IP-Guide.pdf</a></p>
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<p>6</p>	<p>What is the difference between the Grant Agreement and the Consortium Agreement? Is it possible to sign the Consortium agreement after the signature of the Grant Agreement?</p>	<p>The Grant Agreement (GA) is signed between the JU on the one part and the Coordinator on the other part as well as the other beneficiaries who accede to the GA by signing the Accession Form. The GA sets out the rights and obligations and the terms and conditions applicable to the grant awarded to the beneficiaries for implementing the action.</p> <p>The Consortium Agreement (CA) is signed between the beneficiaries of a GA in order to ensure a smooth and successful implementation of the project. It is purely internal; the JU is not party and has no responsibility for it. The CA sets out the internal arrangements between the members of the consortium for implementing the grant. The CA should complement the GA and must not contain any provision contrary to it.</p> <p>The CA may cover the following aspects (Article 41.3 of the MGA):</p> <ul style="list-style-type: none"> <li>- internal organisation of the consortium;</li> <li>- management of access to the electronic exchange system;</li> <li>- distribution of EU funding;</li> <li>- additional rules on rights and obligations related to background and results</li> <li>- settlement of internal disputes;</li> <li>- liability, indemnification and confidentiality arrangements between the beneficiaries</li> </ul> <p>The CA should in principle be negotiated and concluded before the signature of the GA (i.e. each beneficiary should sign the CA before acceding to the GA).</p>
<p>7</p>	<p>We are interested to participate in the open call S2R-OC-CCA-01-2020 “Noise and Vibration Call”.</p> <p>I have the following questions:</p> <ol style="list-style-type: none"> <li>1. Is there another possibility to announce one’s interest and one’s competence? Maybe similar to the pitches of the info day? I have attached two short articles for your quick information.</li> <li>2. Is it possible to make a proposal only for work-stream 1 “Ground Vibration”?</li> <li>3. This means a maximum funding of 700.000 Euro. Is it possible to make a proposal with only two partners?</li> <li>4. We think of a Swiss partner. Would this be acceptable? Germany + Switzerland (not part of the EU)?</li> </ol>	<p>Please find below the answers to your questions:</p> <ol style="list-style-type: none"> <li>1. Under the EC funding and opportunities web portal you can search for partners and also indicate your topic preference and expertise. Additionally, in the web portal under each topic, there is a section entitled “Get Support”, where you can find links to your National Contact Point or Enterprise Europe network and other services. The S2R JU does not provide additional services other than the organisation of info-days.</li> <li>2. Proposals are expected to address <u>all</u> work streams as indicated in the scope description of the topic S2R-OC-CCA-01-2020 in section 4.2.10 of the S2R Annual Work Plan 2020.</li> <li>3. Taking into account that the type of action for this topic is a “Research and Innovation Action” and that no exception is provided in this respect in the AWP 2020, the minimum number of participants is at least three legal entities. Each of the three must be established in a different EU Member State or H2020 associated country. All three legal entities must be independent from each other (Article 9 of the H2020 Rules for Participation). Therefore, it is not possible to make a proposal with only two partners.</li> <li>4. Please note that Switzerland is an Associated Country to H2020. Legal entities from associated countries can participate under the same conditions as legal entities from the Member States (Article 9b) of the</li> </ol>

		<p>H2020 Rules for Participation). For your information, please note that as from 1 January 2017 Switzerland is associated to the entire H2020. This means that for all H2020 projects for which the GA is signed as from 1 January, the Swiss participants are automatically eligible for funding and may count towards the minimum number of participants required for a project. Therefore the Swiss partner can participate and is eligible for funding. However, as indicated above under point 3 two partners are not sufficient for this type of action.</p>
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