EUROPEAN RESEARCH EXECUTIVE AGENCY (REA)

REA.C - Future Society
C.4 - Reforming European R&I and Research Infrastructures

HORIZON-INFRA-2021-DEV-02
Grant Agreement Preparation (GAP)
Guidance on Actions
Proposal: 101079696 — ET-PP

Introduction

The purpose of this document is to provide guidance to project beneficiaries invited to the Grant Agreement Preparation (GAP) within the HORIZON-INFRA programme managed by REA. The guide describes the operational, administrative, and financial issues that should be addressed during the GAP so that the Grant Agreements (GAs) are successfully prepared and signed on time.

Please first update your Annex I parts A and B according to the guidance below and then go to the **Funding and Tenders' Portal** and enter your project data in the relevant sections of the Portal.

For any further assistance please go to the HORIZON EUROPE Online Manual Online Manual - Online Manual - Funding Tenders Opportunities (europa.eu)

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ADMINISTRATIVE AND FINANCIAL ACTIONS

1. Validation and verification of existence and legal status of the beneficiary

All beneficiaries have validated PICs (Participants' Identification Code number) therefore, *no further action is required unless* there have been changes in the meantime as compared to the data of the organisation (e.g. legal status, address) shown in Part A at proposal stage.

2. Mandatory LEAR nomination (LEAR will designate the authorised persons for signing and managing the grant agreement)

All beneficiaries have nominated a Legal Entity Appointed Representative (LEAR). *No further action is hence required.*

3. Appointment of the Legal Statement Authorised Signatory (also known as LSIGN)

All Beneficiaries have a validated PIC and have nominated a Legal Entity Appointed Representative (LEAR). Please ensure that all Beneficiaries have appointed in the Funding and Tenders Portal also their ***Legal Statement Authorised Signatory*** (LSIGN) which is the person authorised to sign legally binding documents for their organisation.

Please ask all Beneficiaries to appoint an LSIGN (if not already done) and submit respective information in the Funding and Tenders Portal.

4. Appointment of the Project Legal Statement Authorised Signatory (also known PLSIGN)

In addition, for this project in grant preparation, each Beneficiary must also appoint a PLSIGN person to serve as either Primary Coordinator Contact (CoCo for the Coordinator) or as Participant's Contact (PaCo). Please appoint a PLSIGN and add this information in the Funding and tenders portal.

The Beneficiaries 1-7, 9, 14 have not yet appointed a PLSIGN
…
Please ask these Beneficiaries to appoint a PLSIGN and submit respective information in the Funding and Tenders Portal.

5. Declaration of Honour (DoH)

Each Beneficiary must **sign electronically in the portal an individual 'Declaration of Honour (DoH)'** as soon as possible and **no later than 6 weeks after the date of the GAP invitation .** This declaration ensures that the beneficiary complies with the rules and is not in a situation that would hinder him/her from receiving EU funding (e.g. bankruptcy (Art. 136 (1) and 141(1) Financial Regulation).[1]

ACTION: Please ensure that all Beneficiaries have signed the 'Declaration of Honour'.

Further information related to the signature of the DoH is available in the Online manual.

6. Financial Capacity Assessment (FCA)

In Horizon Europe, the financial capacity of a project coordinator entity is checked by REA services when the requested total EU funding for the action is equal or superior to EUR 500,000, unless the coordinator is:

- a public body (entities established as a public body under national law, including local, regional or national authorities),
- an International Organization (as listed in the PDM entities data base in the Funders and Tender Portal), and
- Beneficiaries whose individual requested grant amount is less than EUR 60 000 (low-value grant).

On a case-by-case basis, REA may also verify the financial capacity of Beneficiaries other than the Coordinator's entity, depending on their legal entity status and/or the requested EC contribution by this Beneficiary.

1 Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012, available at https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1046&from=EN

For Beneficiaries where a financial capacity check by REA is deemed necessary, and where this Beneficiary's financial capacity is structurally guaranteed by another legal entity, this latter entity's financial capacity will then also be verified.

You can check your financial capacity yourself by using the financial capacity self-check simulator.

For more details, *see* unit-mga_he_en.pdf (europa.eu).
Further information on FCA procedure is available in the respective section of the HE Enter & submit grant data - Online Manual - Funding Tenders Opportunities (europa.eu).

7. Coordinator's Bank Account

As Coordinator you can choose from a drop-down list of your organisation's validated bank accounts in the My Projects page, under the MP (Manage Projects) button.

ACTION: Please select the appropriate Bank Account and assign it to your project. This information will then be inserted in the GA.

If none of the displayed bank accounts corresponds to your project, the (primary) coordinator contact or the Coordinator's LEAR of the organisation will download the financial identification form, which must be completed, duly signed and stamped by the Account Holder and the Bank Representative and uploaded in the Funding and tenders portal.

Further guidance on the bank account validation is available in the Enter & submit grant data - Online Manual - Funding Tenders Opportunities (europa.eu).

8. Signature of Consortium Agreement (CA)

The consortium must have internal arrangements regarding their operations and coordination to ensure that the action is implemented properly. These internal arrangements must be set out in a written "Consortium Agreement" (CA) between Beneficiaries. This *must be concluded in principle before the signature of the GA* and should cover:

- Internal organisation of the consortium
- Management of access to the electronic exchange system
- Distribution of EU funding
- Additional rules on rights and obligations related to background and results - IPR (including whether access rights remain or not, if a Beneficiary is in breach of its obligations).

There is no EC template for the CA, but some guidance on how to draw it up is available, if needed. In addition, the art7. From the Annotated Grant Agreement could be helpful.

Please note that the Consortium Agreement, though mandatory, is an internal consortium document that does not need to be approved by, or even be presented to, REA services.

DESCRIPTION OF ACTION (Part A & Part B)

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9. Conversion of proposal into Description of Action (DoA)

Please "copy" Part A and Part B of the proposal in the respective sections of Description of Action (DoA) in the **Funding and tenders' portal**. Not all the information is automatically transferred from the proposal submission IT system unfortunately. The DoA can be found after logging into the 'My Area' section in the Funding and tenders portal and selecting the project. Please note that there are certain sections in the proposal that do not match the equivalent section in the DoA, e.g. Section 1 in the proposal is not equal to Section 1 in the DoA (see Grant agreement preparation templates – Description of the action(DoA)-Annex I GA (HE)).

In addition, please take note of the fact that you need to report in a **'HISTORY OF CHANGES' Table,** at the start of part B any changes made compared to the proposal when creating both parts A and B. For changes in part A that is generated from your Sygma entries, page numbering is not known beforehand, and you may hence refer to sections. For the history of changes table, we suggest the following format:

Part XX		
date	**Page/section**	**Nature of change and reason / justification of change proposed *(if applicable)***
xx	xx	Xxx

CONFIRMAR CAMBIOS PARTE TECNICA, EVALUATION REPORT NO CITA NINGUNA CORRECCION

10. Revisions to description of technical work

Correction of shortcomings

The shortcomings identified by the experts in the ESR may be corrected and improvements can be included in the DoA, still ensuring, however, that the applicable deadlines set for the preparation of the grant agreement, are being met.

ACTION: modify respective information in Sygma directly for part A (give reference to modified sections/tasks/deliverables etc in the History of Changes Table), and/or update Part B (send via the Portal communication tool the word file with track changes please prior to formal submission of the respective clean document) Please also consider the following:

- Shortcomings or mistakes pointed out by the experts in the ***Evaluation Summary Report*** can be addressed at this stage (e.g. timing for defining the parameters for evaluating the quality of the algorithms, risk mitigation strategy); please check the weaknesses under each evaluation criterion and flag changes in part B directly, and list those in parts A and B in the History of Changes table.

- ***Work Packages*** (WP): the number and content of WPs must be the same as in the proposal, with the only addition of the Ethics WP.
- ***Deliverables***: (see further)

Check that text provisions in part B correctly match legal, administrative and financial information entered in Sygma to generate part A. This concerns budget figures including subcontracting, but also information on the Coordinator, Beneficiaries, Affiliated Entities, and Third Parties providing in-kind contributions, etc), which come from structured information entries to generate part A.

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11. Subcontracting and/or Third Parties

(a) Subcontracting

Please include, for each Beneficiary concerned, a description of the activities to be covered by Subcontractors in Section Table 3.1g: 'Subcontracting costs', ensuring consistency of financial figures with the respective information provided in the Annex 2 in column B. Subcontracting costs

Subcontracting is considered when implementing certain action tasks described Annex 1 Technical description (Part B) Article 9.3 of the unit-mga_he_en.pdf (europa.eu), please see also Article 6.2, Section B of the General Model Grant Agreement).

For discrimination of subcontracting from in particular purchased services, note that subcontracts always *concern parts of the tasks mentioned in Annex I.*

By contrast, purchases may concern travel, equipment and goods but also usual off-the-shelf services that Beneficiaries buy in to implement parts of the work, with still the Beneficiary, not the services provider, being in charge of the respective part of the work. The price for such purchases including of purchased services, will be declared in one of the 'Purchase costs' columns in the financial statement, whereas subcontracting costs are declared in column B. Subcontracting Costs (Article 6.2.C.3 General Model Grant Agreement).

Examples of purchases: *An audit certificate on the financial statements; the translation of documents; the publication of brochures; the creation of a website that enables beneficiaries to work together (assuming that creating the website is not an explicit action task, in which case a subcontract would be appropriate); purchased service for meeting organization; hiring an IPR consultant/agent.*

(b) Third parties

Where applicable, please ***include a description of activities to be covered by Third Parties in*** Table 3.1j: 'In-kind contributions' provided by third parties "Third parties involved in the project (including use of third party resources)" of the Description of Action (Part B). *(Article 9.2 of the General Model Grant Agreement)". Under Horizon Europe,* Third Parties' in-kind contributions (i.e. non-financial resources) and an estimation of their related costs budgeted as in-kind contributions, are still to be set out in Annex 1 of the GA. However, they will not be reimbursed by EU contributions anymore (differently from H2020).

If the in-kind contributions are NOT used on the beneficiary's premises, their estimated costs must be also set out separately in the Annex 2 table, as additional information.

For more information on the rules applicable upon **in-kind contributions**, please consult Article 9.2 of the General Model Grant Agreement.

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12. Purchase costs

Purchase costs are all other costs arising from purchases of goods, equipment, travel (tickets but also daily allowances) and services for research infrastructure grants. Furthermore, they can be transnational access services provided by access providers that are not participating to the project as either Beneficiaries or Affiliated Entities in the grant, apart from personnel and subcontracting. Note that these 'purchase costs' corresponding to the 'Other Direct Costs' category under H2020.

Each participant whose estimated purchase costs (i.e. the total of the different aforementioned purchase costs) exceed 15% of its estimated personnel costs, needs to fill in the respective table in Section 3.1h. The record must list cost items in order of costs and starting with the largest cost item, but only up to the level that remaining not specified such purchase costs will be below the 15% of personnel costs.

Please pay attention that your proposal numbering does not correspond to the DoA template numbering anymore.

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13. Other costs categories

Other cost categories concern specific costs that are not incurred under any of the above captured major categories, namely personnel, purchase costs and subcontracting costs, such as a Beneficiary's entity internally invoiced goods or services. Please include in the Technical Description of Annex 1 Part B under Section 3.1i such 'Other costs categories' items (e.g. internally invoiced goods and services). For more detailed information refer to Article 6.2.D in the Annotated Model Grant Agreement. There you can also find information on e.g. financial support to Third Parties in form of grants and prizes.

NO HAY QUE HACER NADA DE LAS ETHICS

14. Ethics issues

The proposal has been subject to an ethics pre-screening.

Based on the outcome of the ethics pre-screening, the following ethics screening by external experts resulted in the Ethics Screening Report (EthSR, available in the Funding and Tenders Portal) by which an ***ethics clearance was given to your project. This means*** that there are no ethics issues and/or that potential ethics issues have satisfactorily been addressed in the proposal. Hence *There are no additional requirements to be satisfied during the grant preparation.*

15. List of deliverables

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All deliverables will be subject to EC review and approval during the project implementation; as scientific deliverables are necessary to assess the progress of the project, they must be specific enough and their submission timeline should be appropriate. To facilitate follow-up during implementation, please consider, where appropriate, ***rationalisation of deliverables***, e.g merging any similar ones, removing the ones which can be included in standard periodic reports, or reduce events-related multiple deliverables, to a lower number.

Technical reporting: Please consider that technical reports and reviews form part of the contractual obligations (regular reports, reviews, final review/report). Hence, they should not be listed as deliverables.

Confidentiality of Deliverables: Please check the level of confidentiality of the deliverables (public/confidential), as public deliverables will be automatically published on CORDIS after the approval of the PO, and their confidentiality level can be changed later only via an amendment

Following general Horizon Europe requirements, some deliverables must be submitted at the latest 6 months after the start of the project. These are:

- ***the Dissemination and Exploitation (D&E) Plan***, which comprises also a plan for communication activities (see respective comments also in Open Science section 16.a),
- the ***Data Management Plan (DMP)***, is further detailed in the following section 16 after the date of signature of your grant agreement.

16. Open Science (OS) in Horizon Europe (HE Annex 5, art 17)

Open Science is a fundamental part of Horizon Europe. Open science is based on open cooperative work, sharing of tools and diffusing knowledge. Open science in Horizon Europe has three main elements:

(a) Open Access (OA) to scientific publications

Beneficiaries must ensure open access to peer-reviewed scientific publications. This includes the deposition and immediate open access of the manuscript to and via a trusted repository[2] for which the respective DOI must be given. Together with the publication, the beneficiaries must provide all necessary information to validate the results.

This includes metadata, which must be open under a **Creative Commons Public Domain Dedication (CC 0)** or equivalent, in-line with the data that meet principles of findability, accessibility, interoperability, and reusability (FAIR). Beneficiaries may retain sufficient intellectual property rights to enable due exploitation of results but should nonetheless comply with open access requirements in as far as possible. Note that publication fees are reimbursable only if the publishing venue is full open access. Beneficiaries may wish to consider publishing on the European Commission's open-access, free, publishing platform is Open Research Europe.

[2] See definition of 'trusted repository' in AGA, Annex 5, art 17

The way of implementing OA must be explicitly mentioned in the dissemination and exploitation Deliverable of your project.

For a full explanation on OA please read the presentation on Open access and the **FAQs on open access to scientific publications.**

(b) Research Data Management

Beneficiaries much manage the digital research data generated in the action responsibly, in-line with the FAIR ('Findable', 'Accessible', 'Interoperable', 'Reusable') principles and

- Establish and (if needed) update a Data Management Plan (DMP) for generated and/or collected data
- As soon as possible and within the deadlines set out in the DMP, deposit the data in a trusted repository (federation in the EOSC if required in the call conditions) and ensure open access under Creative Commons BY, Creative Commons Public Domain Dedication (CC 0) or equivalent, following the principles 'as open as possible, as closed as necessary'
- Provide information via the repository about any research output/tools/instruments needed to re-use or validate the data.

Metadata must be open under the CC 0 or equivalent, in-line with the FAIR principles.

Exception to the open access to research data are allowed when (1) this open access is against the beneficiary's legitimate interests and (2) is contrary to any other constraints (e.g. privacy) or GA obligations

The Data Management Plan (DMP) outlines how data will be handled during the project, and after its finalisation, and it will describe: what data will be collected/generated; what methodology and standards are used for (meta)data; indication to which extent and how data can be shared and/or made open; what data quality standards are to be met and how data will be curated and preserved.

A first version of the DMP deliverable must be submitted at the latest by Month 6. For the DMP, the type of deliverable to choose should be "ORDP", when encoding it on the portal.

You may wish to use or take inspiration from the Commission's the **data management plan (DMP)** template available in the relevant section of the Enter & submit grant data - Online Manual - Funding Tenders Opportunities (europa.eu).

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17. Consistency of beneficiaries' legal name/short name

Please check if the legal name of the beneficiary as well as the short name **are the same** throughout the different parts of the grant agreement. At first please verify that the legal name/short name for each Beneficiary appears correctly in Portal. Then you may use the ***CTRL-find*** & replace function on the grant agreement pdf files to ensure the same short name appears throughout

18. Start date

The start date of the project should be a ***fixed start date*** to be agreed upon together with the Project Officer.

19. Reporting periods and reviews

First reporting will be in the month 12. The following reporting periods will be for a period of 18 months. Hence, for your project it will translate in 3 reporting periods separated by 12-18-18 months.

As a rule, assessment of each reporting period will be accompanied by a technical review, done with/or without external reviewer(s). As review(s) will be based on reporting material required and based on reporting material becoming available latest 60 days after the end of the respective reporting period, reviews will usually be scheduled at about 3 months after the end of a reporting period. Regarding the final reporting period, if it constitutes only a small fraction of reporting periods' usual time spans, a final report assessment by the project officer may be sufficient.