

Horse Funding Agreement

The rights and obligations contained in this Funding Agreement derived from the Horse Grant Agreement and Consortium Agreement.

This Horse Funding Agreement for providing financial support to the Selected Third Party, hereinafter referred to as the “Agreement”, is entered into by and between:

The **COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES** [Atomic Energy and Alternative Energies Commission-CEA], a public entity of a scientific, technical and industrial character, registered in the Paris Trade and Companies Register under No R.C.S. Paris B 775 685 019 and having its registered office at 25 Rue Leblanc, Bâtiment le Ponant D, Paris 75015, hereinafter referred to as “**Cascade Funding Partner**”, represented by Philippe WATTEAU, acting in his capacity as Director of CEA LIST,

and

OFFICIAL NAME OF THE SELECTED THIRD PARTY (Acronym):

VAT Number:

Legal Status:

Name of the legal signatory:

Legal office address:

referred to as “**Selected Third Party**”,

Hereinafter referred to as “Selected Third Party”;

Hereinafter sometimes individually or collectively referred to as “Party” or “Parties”.

Whereas European Dynamics Advanced Systems of Telecommunications Informatics and Telematics, SA , CEA, Stiftung FZI Forschungszentrum Informatik am Karlsruher Institut für Technologie, PROSYST Software GmbH, Technische Universiteit Eindhoven, SERCOBE Spanish National Association of Manufacturers of Capital Goods, Harokopio University, Odlewnie Polskie SA, KUKA Automatismes Robotique SAS, Robert Bosch Fabrika Castellet SA, Technische Universität München, Nederlandse Organisatie voor toegepast-natuurwetenschappelijk onderzoek TNO, CETIM, Thomas Regout International bv, (hereinafter sometimes collectively referred as the “Horse Beneficiaries” and individually and alternatively referred as a “Horse Beneficiary”) participate to the H2020 project entitled “Smart integrated Robotics system for SMEs controlled by Internet of Things based on dynamic manufacturing processes” (hereinafter the “Horse Project”);

Whereas the Horse Beneficiaries entered into a Grant Agreement N° 680734 with the European Commission (the “Grant Agreement” or “GA”) and signed together in 2015 a Consortium Agreement with respect to the Horse Project (the “Consortium Agreement” or “CA”).

Whereas the Horse Project involve financial support to selected third parties through a cascade funding scheme (hereinafter “Cascade Funding”).

Whereas further to an open call for a specific Industrial Experiment as described in Annex 1 “Specific Industrial Experiment Contract”, the Selected Third Party has been selected to implement such Industrial Experiment.

Whereas the Selected Third Party will be in charge of the implementation of such Industrial Experiment with also the participation of the Horse Beneficiaries identified in Annex 1 “Specific Industrial Experiment Contract”.

Whereas the Cascade Funding Partner is willing to provide financial support to the Selected Third Party for the implementation of such Industrial Experiment and the Selected Third Party is willing to receive such funding under the terms and conditions of this Agreement.

Whereas in accordance with the Grant Agreement and the Consortium Agreement, the Cascade Funding Partner shall sign an agreement with the Selected Third Party compliant with the GA and CA, after validation by the other Participating Partners.

Whereas the Cascade Funding Partner is responsible for the execution of this Agreement with the Selected Third Party and for the monitoring of the Industrial Experiment.

Now therefore it has been agreed as follows:

1. DEFINITIONS

Words beginning with a capital letter shall have the meaning defined in the preamble of the Agreement or in this Section:

- 1.1 Access Rights** means rights to use Results or Background in accordance with the stipulations of the H2020 General MGA – Multi and under the terms and conditions laid down in this Agreement.
- 1.2 An Affiliated Entity** of a Horse Beneficiary means any legal entity shown in Attachment 4 to the CA, that is reproduced in Attachment 6 to the Agreement, directly or indirectly Controlling, Controlled by, or under common Control with that Party, for so long as such Control lasts;

For the above purposes, "Control" of any legal entity shall exist through the direct or indirect:

- ownership of more than 50% of the nominal value of the issued share capital of the legal entity or of more than 50% of the issued share capital entitling the holders to vote for the election of directors or persons performing similar functions, or
- right by any other means to elect or appoint directors of the legal entity (or persons performing similar functions) who have a majority vote.

Common Control through government does not, in itself, create Affiliated Entity status

- 1.3 Agreement** means this Funding Agreement, together with its Annexes.
- 1.4 Background** means any and all, data, information, know-how– whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights – listed in Annex 1 “Specific Industrial Experiment Contract” – that is Needed to implement the Project or exploit the Results and that is:
- owned or controlled by a Party or a Horse Beneficiary prior to the date of signature of the Specific Industrial Experiment Contract (Annex 1); or
 - developed or acquired by a Party or a Horse Beneficiary independently from the work in the Industrial Experiment even if in parallel with the performance of the Industrial Experiment, but solely to the extent that such data, information, know-how and/or intellectual property rights are introduced into the Industrial Experiment by the owning Party
- 1.5 Controlled Licence Terms** means terms in any licence that require that the use, copying, modification and/or distribution of Software or another work (“Work”) and/or of any work that is a modified version of or is a derivative work of such Work (in each case, “Derivative Work”) be subject, in whole or in part, to one or more of the following:
- a) (where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;

- b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- c) that a royalty-free licence relating to the Work or Derivative Work be granted to any third party.

For the avoidance of doubt, any Software licence that merely permits (but does not require any of) the things mentioned in a) to c) is not under Controlled Licence Terms (and so is under an Uncontrolled Licence).

1.6 Exploitation or Exploit means 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;

1.7 Fair and Reasonable conditions means 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;

1.8 Financial Support means the cash element of the financial support to be given by the Cascade Funding Partner to the Selected Third Party for the implementation of the Industrial Experiment as detailed in Annex 1 “Specific Industrial Experiment Contract”.

1.9 Industrial Experiment means the experiment detailed in Annex 1 “Specific Industrial Experiment Contract” to be carried out by Horse Beneficiaries and the Selected Third Party.

1.10 Participating Partners means the entities and organisations participating in the Industrial Experiment, as listed in Annex 1.

1.11 Intellectual Property Rights Policy means the Policy set out at Section 5 of this Agreement.

1.12 Needed means:

- For the implementation of the Industrial Experiment:
Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.
- For Exploitation of own Results:
Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible. Where Confidential Information is concerned, only Confidential Information which has been disclosed during the Project may be considered as technically essential, except as otherwise agreed between the Parties and/or between a Party and a Horse Beneficiary.

1.13 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;

1.14 Technical Expert means either an expert external to the HORSE Consortium or a HORSE Beneficiary except the Cascade Funding Partner, that is in charge of evaluating the deliverables submitted by the Selected Third Party in execution of the Agreement and of authorizing the Cascade Funding Partner to proceed with the payment of the Financial Support to the Selected Third Party when the deliverables have been accepted.

2. CONDITIONS FROM THE GRANT AGREEMENT AND THE CONSORTIUM AGREEMENT REFLECTED IN THE AGREEMENT

The Cascade Funding Partner receives funding from the European Commission for organizing the Industrial Experiment. Under the Horse Grant Agreement or the Consortium Agreement, some of the

obligations have to be imposed on the Selected Third Party. Those obligations are reflected in this Agreement. The specific obligations that the Selected Third Party must ensure are described in the Multi-Beneficiary General Model Grant Agreement (H2020 General MGA – Multi), available at: http://ec.europa.eu/research/participants/data/ref/h2020/mga/gga/h2020-mga-gga-multi_en.pdf, in articles 6, 22, 23, 35, 36, 38 and 46. These articles are part of the Agreement, by reference only.

The Selected Third Party acknowledges and agrees that these obligations comprised in this Agreement and in the Multi-Beneficiary General Model are fully applicable to it and shall do everything that is necessary to comply with these obligations, it being understood that the Selected Third Party is only bound by this Agreement and not by the GA or CA.

3. TERMS AND CONDITIONS FOR THE FINANCIAL SUPPORT

3.1 The Selected Third Party shall take part in the Industrial Experiment in accordance with the state of the art.

The Selected Third Party shall carry out the tasks according to the schedule set forth in Annex 1 “Specific Industrial Experiment Contract” at the latest and shall report to the Cascade Funding Partner on the activities’ progress in regular intervals as indicated in Annex 1 “Specific Industrial Experiment Contract”.

Such technical reports based on the template reproduced in Annex 2 shall contain detailed information on the results generated by the Selected Third Party.

3.2 The Cascade Funding Partner shall give Financial Support for the Industrial Experiment carried out by the Selected Third Party, within the limits and in accordance with the schedule of payments specified in Annex 1 “Specific Industrial Experiment Contract”.

3.3 The Selected Third Party shall be entitled to claim eligible costs for the Industrial Experiment as described in Annex 3 “Estimated budget for the action” of this Agreement. The list of the eligible and in eligible costs is attached in Annex 6. The financial support shall take the form of a reimbursement of [*seventy percents (70 %) if the Selected for Party is a for profit making entity OR one hundred percents (100 %) if the Selected Third Party is a non-profit entity*] of the eligible costs of the Industrial Experiment actually incurred within the limit of the maximum financial support.

3.4 The pre-financing payment shall be paid to the Selected Third Party by the Cascade Funding Partner pursuant to the schedule and conditions defined in Annex 1 “Specific Industrial Experiment Contract”.

3.5 An interim payment and the payment of the balance shall be made by the Cascade Funding Partner in accordance with the schedule sets out in Annex 1 “Specific Industrial Experiment Contract”, provided that the requirements of this section 3 are met by the Selected Third Party.

3.5.1 The Selected Third Party shall provide the Cascade Funding Partner with an interim costs report and a final costs report according to the schedule set out in Annex 1 “Specific Industrial Experiment Contract”, each of these costs reports shall be accompanied by written requests for payment and written statements by the Technical Expert in charge of reviewing the deliverables identified in Annex 1 “Specific Industrial Experiment Contract” that such deliverables have been accepted.

3.5.2 The Selected Third Party shall use the costs reporting template in Annex 4 “Costs Report Template”.

3.5.3 The following elements shall at least be included in the Selected Third Party’s costs reports:

- a) The identification of the Industrial Experiment;
- b) A financial statement of costs actually incurred;
- c) The identification of milestones, based on the completion of several tasks.

- d) Detailed information on the deliverable achieved for the implementation of the Application Experiment;
- e) A financial statement of costs actually incurred validated by the legal representative of the company;
- f) Certification of financial statement of costs actually incurred by an independent chartered accountant or an independent statutory auditor.

No payment will be made by the Cascade Funding Partner all the conditions set out in this article are not met or if no sufficient evidence document is presented by the Selected Third Party.

3.5.4 The payment shall be made as indicated in Annex 1 “Specific Industrial Experiment Contract” after the written validation of the payment request by the Cascade Funding Partner however always provided that the conditions listed in this Section 3 are met by the Selected Third Party. For the avoidance of doubt, the payment is capped as specified in the Financial conditions in Annex 1 “Specific Industrial Experiment Contract”.

3.6 The written payment request together with the documents referred above must be sent by the Selected Third Party to the following address:

CEA SACLAY DIGITEO
A l’attention de M. Patrick Tourret
UAF Bât.565 - PC65
F-91191 Gif sur Yvette cedex

3.6 The Selected Third Party shall complete in a comprehensive manner Annex 5 to the Agreement and shall notify any changes to the Cascade Funding Partner as soon as it has occurred. The Cascade Funding Partner shall not in any case be liable for any late payment incurred by a change in the financial identification of the Selected Third Party.

4. LIABILITY

4.1 The Selected Third Party shall comply with all applicable laws, rules and regulations, including, but not limited to safety, security, welfare, social security and fiscal laws, rules and regulations.

4.2 Selected Third Party shall not be entitled to act or to make legally binding declarations on behalf of the Cascade Funding Partner or any other Horse Beneficiary and shall indemnify all of the latter from any third party claim resulting from a breach of these obligations.

4.3 The contractual liability of the Cascade Funding Partner under this Agreement shall in any case be limited to the amount of the Financial Support provided to the Selected Third Party hereunder and the Cascade Funding Partner. The Cascade Funding Partner shall not in any case be liable for any indirect or consequential damages such as:

- loss of profits, interest, savings, shelf-space, production and business opportunities;
- lost contracts, goodwill, and anticipated savings;
- loss of or damage to reputation or to data;
- costs of recall of products; or
- any other type of indirect, incidental, punitive, special or consequential loss or damage.

4.4 This limitation of liability shall not apply in cases of wilful act or gross negligence.

4.5 The Selected Third Party shall fully and exclusively bear the risks in connection with the Industrial Experiment for which Financial Support is granted by the Cascade Funding Partner. The Selected Third Party shall indemnify the Horse Beneficiaries and the Cascade Funding

Partner for all damages, penalties, costs and expenses which the Horse Beneficiaries or the Cascade Funding Partner as a result thereof would incur or have to pay to the European Commission or any third parties with respect to such Industrial Experiment financially supported and/or for any damage in general which the Horse Beneficiaries or the Cascade Funding Partner incur as a result thereof. In addition, should the European Commission have a right to recovery against the Cascade Funding Partner or another Horse Beneficiary regarding the Financial Support granted under this Agreement, the Selected Third Party shall pay the sums in question in the terms and the date specified by the Cascade Funding Partner. Moreover, the Selected Third Party shall indemnify and hold the Horse Beneficiaries and the Cascade Funding Partner, their respective officers, directors, employees and agents harmless from and against all repayments, loss, liability, costs, charges, claims or damages that result from or arising out of any such recovery action by the European Commission.

- 4.6** In respect of any information or materials (including Results and Background) supplied by one Party to another Party or to a Horse Beneficiary, or by a Horse Beneficiary involved in the applicable Industrial Experiment to a Party, no warranty or representation of any kind is made, given or implied as to the sufficiency, accuracy or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient shall in all cases be entirely and solely liable for the use to which it puts such information and materials (including Results and Background), and
- there is no liability in case of infringement of proprietary rights of a third party resulting from any Access Rights.

5. INTELLECTUAL PROPERTY RIGHTS POLICY

The Selected Third Party acknowledges the terms of the “Intellectual Property Rights Policy” defined hereinafter. The Selected Third Party agrees that it will comply with the Intellectual Property Rights Policy to ensure that the Cascade Funding Partner will always be able to comply with such terms towards the other Horse Beneficiaries.

5.1 General Principle regarding Ownership

Results are owned by the Party or by the Horse Beneficiary that generates them.

5.2 Joint Results

As requested in the Consortium Agreement signed between the Horse Beneficiaries, among which the Cascade Funding Partner, if, in the course of carrying out the Industrial Experiment, a Result is generated by the Selected Third Party with one or several Horse Beneficiaries, they shall own Results jointly if it is not possible to establish the respective contribution of each Party or separate them for the purpose of applying for, obtaining or maintaining their protection

Where such joint Result is covered by intellectual property rights, the joint owners, the joint owners shall execute a joint ownership agreement regarding the allocation and the terms and conditions of Exploitation of the joint Results as soon as possible and before any industrial or commercial Exploitation.

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for internal non-commercial research activities and educational purposes on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results, including by granting non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:

- (a) at least 45 calendar days advance notice; and
- (b) Fair and Reasonable conditions compensation.

The joint owners shall agree on all protection measures and the division of related cost in advance.

5.3 Access Rights

5.3.1 For the purpose of this article 5.3, Background shall mean the Background as listed in the Specific Industrial Experiment Contract and validated by the Participating Partners for the concerned Industrial Experiment.

The Selected Third Party endeavours to detail in Attachment 1 the Intellectual Property under Controlled License Terms that will be used in the Industrial Experiment.

During the Industrial Experiment, the intended introduction of Intellectual Property (including, but not limited to Software) under Controlled Licence Terms in the Industrial Experiment requires the prior approval of the Cascade Funding Partner and of the Participating Parties to implement such introduction.

5.3.2 Due to provisions of the Consortium Agreement signed between the Horse Beneficiaries, Access Rights to Background and Results may be requested by the Selected Third Party from a Participating Partner only in the following case and if the following conditions are fulfilled:

Selected Third Parties have Access Rights to Background and Results if and when such Access Rights have been agreed upon on a case-by-case basis in a separate written agreement between the Selected Third Party and the Horse Beneficiary/ies concerned. Such separate agreement shall not affect any legitimate right of another Horse Beneficiary nor violate any of the provisions as set out in the GA and/or CA. The separate agreement shall ensure that the other Horse Beneficiaries have access to the Background and Results of the Selected Third Parties if Needed for the Implementation of the Project or Exploitation of its own Results.

Selected Third Parties which obtain Access Rights in return shall fulfil confidentiality obligations at least as stringent as the obligations stated in the Consortium Agreement to be arranged in a separate confidentiality agreement between the Selected Third Parties and the Horse Beneficiaires concerned.

Access Rights may be requested by the Selected Third Party up to twelve (12) month afer the end of the Industrial Experiment.

5.3.3 The Selected Third Party shall grant Access Rights on its Background and/or Results to the Horse Beneficiaries as far as such Background and/or Results are Needed for implementation of the Industrial Experiment and/or implementation of the Horse Project, and/or exploitation of the Horse Beneficiaries' Results.

5.3.3.1 Where any Horse Beneficiary has Access Rights on the Selected Third Party's Results and/or Background for implementation of the Industrial Experiment, such Access Rights shall be granted on a royalty-free basis.

5.3.3.2 Where Access Rights on Results and/or Background of the Selected Third Party are Needed by Horse Beneficiaries in order to implement the Horse Project:

- Access Rights to the Selected Third Party's Results shall be granted on a royalty-free basis and shall comprise the right to sublicense such Results to the other selected third parties participating in the Horse Project;
- Access Rights to the Selected Third Party's Background shall be granted only if such Background is Needed to use the Selected Third Party's Results to implement the Horse Project. Such Access Rights shall be granted on a royalty-free basis, and shall comprise the right to sublicense such Background to the other selected third parties participating in industrial experiments under the Horse Project:

- as far as these other selected third parties Need to have access to such Background to use the Selected Third Party's Results to carry out their own industrial experiment under the Horse Project; and
- if no major interest opposes.

5.3.3.3 Where Access Rights on the Selected Third Party's Results and/or Background are Needed by Horse Beneficiaries in order to exploit their Results, the conditions on which Access Rights will be granted shall be negotiated between the Selected Third Party and the Horse Beneficiary concerned and agreed in a separate written agreement.

Access Rights may be requested by the Horse Beneficiaries up to twelve (12) months after the end of the Industrial Experiment.

6. CONFIDENTIALITY

6.1 All information in whatever form or mode of communication, which is disclosed by a Party or a Horse Beneficiary (the "Disclosing Partner") to the other Party or to any Horse Beneficiary (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

6.2 The Recipients hereby undertake for a period of four (4) years after the end of the Industrial Experiment:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party (other than to its Affiliated Entities and Subcontractors) without the prior written consent by the Disclosing Partner, wherein the Recipient must ensure that an arrangement is in place prior to such disclosure that subjects the Affiliated Entities and/or Subcontractors to provisions at least as strict as provided in this Section 10;
- to ensure that internal distribution of Confidential Information by a Recipient, its Affiliated Entities, Subcontractors shall take place on a strict need-to-know basis; and
- to return to the Disclosing Partner, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

6.3 The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees, its Affiliated Entities or third parties involved in the Project having access to Confidential Information pursuant to this Section and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

6.4 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Partner subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Partner;

- the disclosure or communication of the Confidential Information is foreseen by provisions of the Multi-Beneficiary General Model Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Partner;
- the Confidential Information was already known to the Recipient prior to disclosure without any confidentiality obligation to the Disclosing Partner, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

6.5 The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

6.6 Each Party shall promptly advise the other Party or the concerned Horse Beneficiary in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

6.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

- notify the Disclosing Partner, and
- comply with the Disclosing Partner's reasonable instructions to protect the confidentiality of the information.

7. DISSEMINATION

Each Party agrees that any dissemination activity (including publications, presentations or contributions to any standards organisation) by the Selected Third Party is subject to the prior written approval of the other Participating Partners.

The Cascade Funding Partner and the other Participating Partners are entitled to include the main issues and information regarding the Industrial Experiment in their reporting towards the European Commission, subject to prior written notification to the Selected Third Party.

8. CHECKS AND AUDITS

The Selected Third Party undertakes to provide any detailed information, including information in electronic format, requested by the European Commission or by any other outside body authorised by the European Commission to check that the Industrial Experiment and the provisions of this Agreement are being properly implemented.

The Selected Third Party shall keep at the European Commission disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the Agreement, stored on any appropriate medium that ensures their integrity in accordance with the applicable national legislation, for a period of five years from the date of payment of the balance specified in the grant agreements.

The Selected Third Party agrees that the European Commission may have an audit of the use made of the Financial Support carried out either directly by the European Commission staff or by any other outside body authorised to do so on its behalf. Such audits may be carried out throughout the period of implementation of the Agreement until the balance is paid and for a period of five years from the date of payment of the balance. Where appropriate, the audit findings may lead to recovery decisions by the European Commission.

The Selected Third Party undertakes to allow European Commission staff and outside personnel authorised by the European Commission the appropriate right of access to the sites and premises of the Selected Third Party and to all the information, including information in electronic format, needed in order to conduct such audits.

In accordance with Union legislation, the European Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors (ECA) may carry out spot checks and inspections of the documents of the Selected Third Party, and of any recipient of Cascade Finding, including at the premises of the Selected Third Party, in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the European Commission. The Articles 22 and 23 of the Multi-Beneficiary General Model Grant Agreement, also apply to the Selected Third Party.

9. TERMINATION

- 9.1** The Cascade Funding Partner can terminate this Agreement with immediate effect through written notice to the Selected Third Party and to the other Participating Partners:
- if the Selected Third Party is in breach of any of its material obligations under this Agreement, which breach is not remediable, or, if remediable, has not been remedied within thirty (30) days after written notice to that effect from the party not in breach,
 - if, to the extent permitted by law, the Selected Third Party is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with its creditors, has suspended business activities, or is the subject of any other similar proceeding concerning those matters, or
 - if the Selected Third Party is subject to an Event of Force Majeure, which prevents the Selected Third Party from correct performance of its obligations hereunder and such circumstances have lasted, or can reasonably be expected to last more than 3 months.
- 9.2** Access Rights granted to the Selected Third Party shall cease immediately upon the effective date of termination.

10. CONCLUDING CONDITIONS

- 10.1** The Parties will not sign Annex 1, and the terms of this Agreement (for the sake of clarity this includes Annex 1) will not be effective, until the Cascade Funding Partner has received written confirmation from each Participating Partner that it agrees to their content. This written confirmation can be given by each Participating Partner sending by email or facsimile to the Cascade Funding Partner.
- Once each written confirmation is given by each Participating Platform Partner, any ancillary agreements, amendments, additions or modifications to this Agreement shall be made in writing and signed by the Parties, but will only become effective after the Cascade Funding Partner has received written confirmation from each Participating Partner that it agrees to their content, such written confirmation to be given in the manner set out at the above paragraph.
- 10.2** The Selected Third Party's consistent level in its respective field of expertise played a key role in the selection of the Selected Third Parties to implement the Industrial Experiment. Any total or partial transfer of provisions and the rights and duties it entails in the prior formal approval of all signatories.
- 10.3** Any subcontract by the Selected Third Party concerning some of its tasks under this Agreement requires the prior written consent of the Cascade Funding Partner and does not affect its own obligations resulting from this Agreement. The Selected Third Party shall secure that the subcontractor will comply with all obligations – especially coming from the Multi-Beneficiary General Model Grant Agreement, and with regard to confidentiality – resulting

from this Agreement and that the results attained by the subcontractor will be available in accordance with Section 5.

- 10.4** The Agreement will enter into force on the date of the last signature by the Parties.
- 10.5** This Funding Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties. However, this Funding Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Funding Agreement.
- 10.6** If any provision of this Agreement is determined to be illegal or in conflict with the applicable law, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective provision which is economically equivalent. The same shall apply in case of a gap.
- 10.7** This Agreement shall be governed by and construed in accordance with the laws of Belgium.
- 10.8** Any disagreement or dispute which may arise in connection with this Agreement and which the Parties are unable to settle by mutual agreement will be brought before the courts of Brussel, Belgium.

Done in two originals, one for each Party.

On behalf of the Cascade Funding Partner: CEA
Signature of the authorized representative:

On behalf of the Selected Third Party:
Signature of the authorized representative:

Name: Philippe WATTEAU
Title: Director of CEA LIST
Date:

Name:
Title:
Date:

ANNEX 1 - SPECIFIC INDUSTRIAL EXPERIMENT CONTRACT

Horse Specific Industrial Experiment Contract

This Horse Specific Industrial Experiment Contract for implementation of the Industrial Experiment by the Selected Third Party, hereinafter referred to as the “Specific Industrial Experiment Contract”, is entered into by and between:

The **COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES** [Atomic Energy and Alternative Energies Commission-CEA], a public entity of a scientific, technical and industrial character, registered in the Paris Trade and Companies Register under No R.C.S. Paris B 775 685 019 and having its registered office at 25 Rue Leblanc, Bâtiment le Ponant D, Paris 75015, hereinafter referred to as “**Cascade Funding Partner**”, represented by Philippe WATTEAU, acting in his capacity as Director of CEA LIST,

and

<p>OFFICIAL NAME OF THE SELECTED THIRD PARTY (Acronym) : VAT Number : Legal Status: Name of the legal signatory : Legal office address:</p>
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Hereinafter referred to as “**Selected Third Party**”;

Hereinafter sometimes individually or collectively referred to as “Party” or “Parties”.

Whereas the Cascade Funding Partner and the Selected Third Party have agreed the main terms and conditions to implement the Industrial Experiment in the course of the Horse Project by signing the Standard Industrial Experiment Contract which form part of this Specific Industrial Experiment Contract.

Now therefore it has been agreed as follows:

1. TERMS AND CONDITIONS FOR THE INDUSTRIAL EXPERIMENT

The Selected Third Party shall implement the Industrial Experiment in accordance with the following:

Description of the Industrial Experiment	
Acronym	
Full Title	
Horse call identification	
Starting date of the Industrial Experiment:	
Duration of the Industrial Experiment:	
Date of selection of the Selected Third Party	
Participating Partners (name, company and role)	

Industrial Experiment outcomes	
Expected results in terms of Industrial Impact	
Expected results in terms of IPR, software, know-how	

Implementation of the Industrial Experiment	
Outline scope of work	M1: M2: Etc.:
Milestone M1	
Deliverables	
TASK 1	
Task 1.1	
Description	
Starting date	
Duration	
Inputs	
Deliverable	
Task 1.2	
Description	
Starting date	
Duration	
Inputs	
Deliverable	
TASK 2	
Task 2.1	
Description	
Starting date	
Duration	
Inputs	
Deliverable	
Task 2.2	
Description	
Starting date	
Duration	
Inputs	
Deliverable	
[Add as many tasks as necessary]	

Deliverable (number)	Deliverable name	WP	Lead	Type	Dissem. level	Delivery date
D2.1						
D1.1						
D2.4						
D2.2						
D3.1						
D5.1						
D5.4						
D7.4						

Participating Partners Background	

Participating Partners IPR	

Financial conditions	
Financial Support	
Schedule of payment	After signature of the Funding Agreement by both parties, i.e. Selected Third Party and Cascade Funding Partner (incl. annex 1): Pre-financing: <input type="checkbox"/> – up to 25% of the financial support] Interim payment X: <input type="checkbox"/> – up to 35% of the financial support] Project closure: <input checked="" type="checkbox"/>
Payment conditions	For the prefinancing: For the interim and the final payments: After receipt of the written request together with the completed costs report as stipulated in article 3 of the Horse Funding Agreement - payable within 30 days net without any deductions.
Penalties	If any payment is not made on its due date, (i) a lump sum of 40 Euros will be charged, and (ii) interest on the unpaid amount, calculated on a daily basis at a rate equivalent to four (4) percentage points over the European Central Bank prime rate prevailing on the due date.

Participating Partners involved in the Industrial Experiment	
Selected Third Party Project Manager	
Name & surname	
Department	
Tel:	
Email:	
Cascade Funding Project Manager	CEA
Name & surname	
Department/laboratory	

Tel:	
Email:	
<u>Date of agreement of all the Participating Partners involved in the Industrial Experiment</u>	

2. MISCELLANEOUS

2.1 This Specific Industrial Experiment Contract, composed of the Standard Industrial Experiment Contract and its Annexes 1 to 4 included, constitutes the sole and complete understanding of the Parties with respect to its subject matter and supersedes all prior or contemporaneous communications between the Parties concerning such subject matter. This Specific Industrial Experiment Contract will be governed and construed according to the choice of governing and constructive law set forth in the Standard Industrial Experiment Contract.

2.2 Save to the extent expressly modified in this Specific Industrial Experiment Contract, all of the terms of the Standard Industrial Experiment Contract and Annexes 1-4 included shall apply to this Specific Industrial Experiment Contract. Save to the extent expressly specified in this Specific Industrial Experiment Contract, all capitalized terms used in this Specific Industrial Experiment Contract which are defined in the Standard Industrial Experiment Contract shall have the meaning given in the Standard Industrial Experiment Contract. In the event of a conflict between this Specific Industrial Experiment Contract and the terms of the Standard Industrial Experiment Contract, the terms of the Standard Industrial Experiment Contract shall apply.

2.3 The terms of Clause 11.1 of the Standard Industrial Experiment Contract will apply to the signing and enforceability of this Annex 1.

Done in two originals, one for each Party.

On behalf of the **Cascade Funding Partner**: CEA
Signature of the authorized representative:

On behalf of the **Selected Third Party**:
Signature of the authorized representative:

Name: Philippe WATTEAU
Title: Director of CEA LIST
Date:

Name:
Title:
Date:

ANNEX 2 - TECHNICAL REPORT TEMPLATE

1. Reporting period

2. Objectives of the period

Description of the objectives of the Industrial Experiment period (concept and objectives), achieved progress and potential innovation, targeted Results description and used Background.

3. Summary of achievements

4. Results achieved

5. Issues with the implementation

6. Risks management

7. Summary and Conclusion

Summarize major results and achievements and evaluate them compared with the objectives.

ANNEX 3 ESTIMATED BUDGET FOR THE ACTION

0000FFH2020 Model Annex 4: General MGA Multi Beneficiary; December 2013

print format A4 landscape

MODEL ANNEX 4 FOR GENERAL MGA - MULTI-BENEFICIARY

FINANCIAL STATEMENT FOR [BENEFICIARY [name]/ LINKED THIRD PARTY [name]]

Eligible* costs (per budget category)										Receipts		EU contribution			Additional information		
A. Direct personnel costs		B. Direct costs of subcontracting		[C. Direct costs of fin. support]		D. Other direct costs		E. Indirect costs		[F. Costs of ...]		Total costs	Receipts	Reimbursement rate %		Maximum EU contribution ***	Requested EU contribution
A.1 Personnel		A.4 SME owners without salary				D.1 Travel		D.4 Costs of large research infrastructure		[F.1 Costs of ...]**		[F.2 Costs of ...]**					
A.2 Natural persons under direct contract		A.5 Beneficiaries that are natural persons without salary				D.2 Equipment						Receipts of the action, to be reported in the last reporting period, according to Article 5.3.3					
A.3 Seconded persons [A.6 Personnel for providing access to research infrastructure]						D.3 Other goods and services											
Form of costs****	Actual	Unit ①	Unit ②		Actual	Actual	Actual	Actual	Flat-rate ③	Unit ④	Unit ⑤	Total costs	Receipts	Reimbursement rate %	Maximum EU contribution ***	Requested EU contribution	Information for indirect costs:
			No hours	Total (c)	(d)	(e)	(f)	(g)	25%	XX EUR/unit							
	(a)	Total (b)										(i) =	(j) =	(l)	(m)	(n)	(o)

The beneficiary/linked third party hereby confirms that:
 The information provided is complete, reliable and true.
 The costs declared are eligible (see Article 6).
 The costs can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 17, 18 and 22).
 For the last reporting period: that all the receipts have been declared (see Article 5.3.3).

① The beneficiary/linked party must declare all eligible costs, even if - for actual costs, unit costs and flat-rate costs - they exceed the amounts indicated in the estimated budget (see Annex 2). Amounts not declared in the individual financial statement will not be taken into account by the [Commission]/[Agency]

* See Article 6 for conditions for costs to be eligible
 ** Depending on its type, this cost will or will not include indirect costs.
 Costs that include indirect costs are: costs of energy efficiency measures in buildings, costs of providing trans-national access to research infrastructure and costs of clinical studies.
 *** This is the theoretical amount of EU contribution if the reimbursement rate is applied to all the reported costs. At the payment of the balance, the theoretical amount of EU contribution for the action is capped by the maximum grant amount.
 **** See Article 5 for forms of costs
 ① unit : hours worked on the action; costs per unit (hourly rate) : calculated according to beneficiary's usual accounting practice
 ② unit : hours worked on the action, cost per unit : XX EUR
 ③ flat rate : 25% of eligible direct costs, from which are excluded: direct costs of subcontracting, costs of in-kind contributions not used on premises, direct costs of financial support, and unit costs declared under Point F if they include indirect costs
 ④ unit : ... ; costs per unit : XX EUR
 ⑤ unit : ... ; costs per unit : ... (the units and the costs per unit are set out in Annex 2 of the grant agreement)
 ⑥ only unit costs not including indirect costs to be added

Name of the legal representative of the Selected Third Party

Function of the legal representative of the Selected Third Party

Stamp of the Selected Third Party

ANNEX 4 - COSTS REPORT TEMPLATE

1	COSTS CLAIMED	DEADLINE
Please fill in the fields in yellow completely, so that we can deal properly with your request, thank you		<i>asap</i>
2	EFFORTS USED	DEADLINE
From the efforts sheet, please provide the efforts in PM used in the relevant Work Packages and the deliverable associated. Indicate total costs including overheads.		<i>asap</i>
3	OTHER COSTS	DEADLINE
Other direct costs = From the cost items sheet, please select the right cost category available in the menu list (travel - consumables - equipment depreciation); report your cost items; provide a short description and specify under which WPs the costs are related to.		<i>asap</i>
4	SUBCONTRACTING	DEADLINE
Subcontracting costs: if such cost were necessary please note that R&D tasks are excluded from subcontracting in the context of Industrial Experiments. Subcontracting should only be envisaged for minor specific technical tasks and related to hardware and		<i>asap</i>
5	MEETINGS ORGANISED	DEADLINE
From the meetings sheet, please provide information about the meetings you have participated to		<i>asap</i>
	SIGNATURE	DEADLINE
Lead Partner : Please sign all the pages of the Funding Template and don't forget the stamp of your institution		<i>asap</i>



I4MS RDMI-Hub

Costs Claimed

Project Name	LEAD Partner Name	Period No.	Date

	Total Personnel Cost (€)	Total Effort
a) Personnel Costs	0,00	0,00

	Total Others Costs
b) Other Costs	0,00

	Cost (€)
c) Subcontracting costs	0,00

Total Eligible Costs (a+b+c)	0,00
-------------------------------------	-------------

Signature of authorised representative

Name

Efforts

Project Name	LEAD Partner Name	Period No.	Date
0	0	0	00/01/1900

Partner name #1				
WP	Effort P.M	Personnel Costs	Deliverable n°	Total Personnel Cost
WP1			D1.x,D1.y	0
WP2				0
WP3				0
WP4				0
Sub Total	0	0		0
Partner name #2				
WP	Effort P.M	Personnel Costs	Deliverable n°	total Personnel Cost
WP1			D1.x,D1.y	0
WP2				0
WP3				0
WP4				0
Sub Total	0	0		0
Partner name #3				
WP	Effort P.M	Personnel Costs	Deliverable n°	total Personnel Cost
WP1			D1.x,D1.y	0
WP2				0
WP3				0
WP4				0
Sub Total	0	0		0
Partner name #4				
WP	Effort P.M	Personnel Costs	Deliverable n°	total Personnel Cost
WP1			D1.x,D1.y	0
WP2				0
WP3				0
WP4				0
Sub Total	0	0		0
Total	0			0

(Signature of authorised representative)

OTHERS COST

Project Name	LEAD Partner Name	Period No.	Date
0	0	0	00/01/1900

Other Costs	Cost (€)	Cost Description	WP
Sub TOTAL Partner N°	0,00		
Sub TOTAL Partner N°	0,00		
Sub TOTAL Partner N°	0,00		
Sub TOTAL Partner N°	0,00		
TOTAL	0,00		

(Signature of authorised representative)

Name
 Position
 Date

SUBCONTRATING COSTS

Project Name	LEAD Partner Name	Period No.	Date
0	0	0	00/01/1900

SUPPLIER'S NAME	Cost (€)	Cost Description	Invoice Number	Date of the Service	WP
Sub TOTAL Partner N°	0,00				
Sub TOTAL Partner N°	0,00				
Sub TOTAL Partner N°	0,00				
Sub TOTAL Partner N°	0,00				
TOTAL	0,00				

(Signature of authorised representative)

Name
 Position
 Date

Meetings						
Project Name	LEAD Partner Name	Period No.	Date			
0	0	0	00/01/1900			
Partner name #1						
No.	WP	Date	Name of meeting	Where	Participants (ie company)	Purpose of the meeting
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
Partner name #2						
No.	WP	Date	Name of meeting	Where	Participants (ie company)	Purpose of the meeting
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
Partner name #3						
No.	WP	Date	Name of meeting	Where	Participants (ie company)	Purpose of the meeting
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

ANNEX 5 - SELECTED THIRD PARTY FINANCIAL INFORMATION

H2020 HORSE Funding Agreement

ANNEX 4 - SELECTED THIRD PARTY 'S FINANCIAL IDENTIFICATION



FINANCIAL IDENTIFICATION	
PRIVACY STATEMENT	http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en
Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.	
<u>BANKING DETAILS</u> ①	
ACCOUNT NAME ②	
IBAN/ACCOUNT NUMBER ③	
CURRENCY	
BIC/SWIFT CODE	
BRANCH CODE ④	
BANK NAME	
ADDRESS OF BANK BRANCH	
STREET & NUMBER	
TOWN/CITY	
POSTCODE	
COUNTRY	
<u>ACCOUNT HOLDER'S DATA</u> AS DECLARED TO THE BANK	
ACCOUNT HOLDER	
STREET & NUMBER	
TOWN/CITY	
POSTCODE	
COUNTRY	
REMARK	
BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤	
DATE (Obligatory)	
SIGNATURE OF ACCOUNT HOLDER (Obligatory)	

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.

ANNEX 6 - LIST OF ELIGIBLE AND INELIGIBLE COSTS - EXTRACT FROM THE GRANT AGREEMENT

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS

6.1 General conditions for costs to be eligible

‘**Eligible costs**’ are costs that meet the following criteria:

(a) for **actual costs**:

- (i) they must be actually incurred by the beneficiary;
- (ii) they must be incurred in the period set out in Article 3, with the exception of costs relating to the submission of the periodic report for the last reporting period and the final report (see Article 20);
- (iii) they must be indicated in the estimated budget set out in Annex 2;
- (iv) they must be incurred in connection with the action as described in Annex 1 and necessary for its implementation;
- (v) they must be identifiable and verifiable, in particular recorded in the beneficiary’s accounts in accordance with the accounting standards applicable in the country where the beneficiary is established and with the beneficiary’s usual cost accounting practices;
- (vi) they must comply with the applicable national law on taxes, labour and social security, and
- (vii) they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency;

(b) for **unit costs**:

- (i) they must be calculated as follows: {amounts per unit set out in Annex 2 or calculated by the beneficiary in accordance with its usual cost accounting practices (see Article 6.2, Point A) multiplied by the number of actual units};
- (ii) the number of actual units must comply with the following conditions:
 - the units must be actually used or produced in the period set out in Article 3;
 - the units must be necessary for implementing the action or produced by it, and
 - the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 18);

(c) for **flat-rate costs**:

- (i) they must be calculated by applying the flat-rate set out in Annex 2, and
- (ii) the costs (actual costs or unit costs) to which the flat-rate is applied must comply with the conditions for eligibility set out in this Article.

6.2 Specific conditions for costs to be eligible

Costs are eligible if they comply with the general conditions (see above) and the specific conditions set out below for each of the following budget categories:

- A. direct personnel costs;
- B. direct costs of subcontracting;
- C. *direct costs of providing financial support to third parties*;
- D. other direct costs;
- E. indirect costs;
- F. *not applicable*.

‘Direct costs’ are costs that are directly linked to the action implementation and can therefore be attributed to it directly. They must not include any indirect costs (see Point E below).

‘Indirect costs’ are costs that are not directly linked to the action implementation and therefore cannot be attributed directly to it.

A. Direct personnel costs

Types of eligible personnel costs

A.1 **Personnel costs** are eligible¹, if they are related to personnel working for the beneficiary under an employment contract (or equivalent appointing act) and assigned to the action (**‘costs for employees (or equivalent)’**). They must be limited to salaries (including during parental leave), social security contributions, taxes and other costs included in the **remuneration**, if they arise from national law or the employment contract (or equivalent appointing act).

Beneficiaries that are non-profit legal entities² may also declare as personnel costs **additional remuneration** for personnel assigned to the action (including payments on the basis of supplementary contracts regardless of their nature), if:

- (a) it is part of the beneficiary’s usual remuneration practices and is paid in a consistent manner whenever the same kind of work or expertise is required;
- (b) the criteria used to calculate the supplementary payments are objective and generally applied by the beneficiary, regardless of the source of funding used.

Additional remuneration for personnel assigned to the action is eligible up to the following amount:

- (a) if the person works full time and exclusively on the action during the full year: up to EUR 8 000;
- (b) if the person works exclusively on the action but not full-time or not for the full year: up to the corresponding pro-rata amount of EUR 8 000, or
- (c) if the person does not work exclusively on the action: up to a pro-rata amount calculated as follows: $\{\text{EUR 8 000 divided by the number of annual productive hours (see below)}\}$, multiplied by the number of hours that the person has worked on the action during the year}.

A.2 The **costs for natural persons working under a direct contract** with the beneficiary other than an employment contract are eligible personnel costs, if:

- (a) the person works under the beneficiary’s instructions and, unless otherwise agreed with the beneficiary, on the beneficiary’s premises;
- (b) the result of the work carried out belongs to the beneficiary, and
- (c) the costs are not significantly different from those for personnel performing similar tasks under an employment contract with the beneficiary.

A.3 The **costs of personnel seconded by a third party against payment** are eligible personnel costs, if the conditions in Article 11.1 are met.

A.4 **Costs of owners** of beneficiaries that are small and medium-sized enterprises (**‘SME owners’**) who are working on the action and who do not receive a salary are eligible personnel costs, if they correspond to the amount per unit set out in Annex 2 multiplied by the number of actual hours worked on the action.

A.5 **Costs of ‘beneficiaries that are natural persons’** not receiving a salary are eligible personnel costs, if they correspond to the amount per unit set out in Annex 2 multiplied by the number of actual hours worked on the action.

Calculation

Personnel costs must be calculated by the beneficiaries as follows: $\{\{\text{hourly rate multiplied by the number of actual hours worked on the action}\}$, plus for non-profit legal entities: additional remuneration to personnel assigned to the action under the conditions set out above (Point A.1)}.

The number of actual hours declared for a person must be identifiable and verifiable (see Article 18).

The total number of hours declared in EU or Euratom grants, for a person for a year, cannot be higher than the annual productive hours used for the calculations of the hourly rate. Therefore, the maximum number of hours that can be declared for the grant is: $\{\text{the number of annual productive hours for the year (see below) minus total number of hours declared by the beneficiary for that person in that year for other EU or Euratom grants}\}$.

²For the definition, see Article 2.1(14) of the Rules for Participation Regulation No 1290/2013: **‘non-profit legal entity’** means a legal entity which by its legal form is non-profit-making or which has a legal or statutory obligation not to distribute profits to its shareholders or individual members.

The **'hourly rate'** is one of the following:

(a) for personnel costs declared as **actual costs**: the hourly rate is the amount calculated as follows: {actual annual personnel costs (excluding additional remuneration) for the person divided by number of annual productive hours}.

The beneficiaries must use the annual personnel costs and the number of annual productive hours for each financial year covered by the reporting period. If a financial year is not closed at the end of the reporting period, the beneficiaries must use the hourly rate of the last closed financial year available.

For the 'number of annual productive hours', the beneficiaries may choose one of the following:

(i) 'fixed number of hours': 1 720 hours for persons working full time (or corresponding prorata for persons not working full time);

(ii) 'individual annual productive hours': the total number of hours worked by the person in the year for the beneficiary, calculated as follows:

{annual workable hours of the person (according to the employment contract, applicable collective labour agreement or national law) plus overtime worked minus absences (such as sick leave and special leave)}.

'Annual workable hours' means the period during which the personnel must be working, at the employer's disposal and carrying out his/her activity or duties under the employment contract, applicable collective labour agreement or national working time legislation. If the contract (or applicable collective labour agreement or national working time legislation) does not allow to determine the annual workable hours, this option cannot be used;

(iii) 'standard annual productive hours': the 'standard number of annual hours' generally applied by the beneficiary for its personnel in accordance with its usual cost accounting practices. This number must be at least 90% of the 'standard annual workable hours'. If there is no applicable reference for the standard annual workable hours, this option cannot be used.

For all options, the actual time spent on **parental leave** by a person assigned to the action may be deducted from the number of annual productive hours;

(b) for personnel costs declared on the basis of **unit costs**: the hourly rate is one of the following:

(i) for SME owners or beneficiaries that are natural persons: the hourly rate set out in Annex 2 (see Points A.4 and A.5 above), or

(ii) for personnel costs declared on the basis of the beneficiary's usual cost accounting practices: the hourly rate calculated by the beneficiary in accordance with its usual cost accounting practices, if:

- the cost accounting practices used are applied in a consistent manner, based on objective criteria, regardless of the source of funding;
- the hourly rate is calculated using the actual personnel costs recorded in the beneficiary's accounts, excluding any ineligible cost or costs included in other budget categories.

The actual personnel costs may be adjusted by the beneficiary on the basis of budgeted or estimated elements. Those elements must be relevant for calculating the personnel costs, reasonable and correspond to objective and verifiable information;

and

- the hourly rate is calculated using the number of annual productive hours (see above).

B. Direct costs of subcontracting (including related duties, taxes and charges such as non-deductible value added tax (VAT) paid by the beneficiary) are eligible if the conditions in Article 13.1.1 are met.

C. Direct costs of providing financial support to third parties are eligible if the conditions set out in Article 15.1.1 or 15.2.1 are met.

D. Other direct costs

D.1 Travel costs and related subsistence allowances (including related duties, taxes and charges such as non-deductible value added tax (VAT) paid by the beneficiary) are eligible if they are in line with the beneficiary's usual practices on travel.

D.2 The depreciation costs of equipment, infrastructure or other assets (new or second-hand) as recorded in the beneficiary's accounts are eligible, if they were purchased in accordance with Article

10.1.1 and written off in accordance with international accounting standards and the beneficiary's usual accounting practices.

The costs of renting or leasing equipment, infrastructure or other assets (including related duties, taxes and charges such as non-deductible value added tax (VAT) paid by the beneficiary) are also eligible, if they do not exceed the depreciation costs of similar equipment, infrastructure or assets and do not include any financing fees.

The costs of equipment, infrastructure or other assets contributed in-kind against payment are eligible, if they do not exceed the depreciation costs of similar equipment, infrastructure or assets, do not include any financing fees and if the conditions in Article 11.1 are met.

The only portion of the costs that will be taken into account is that which corresponds to the duration of the action and rate of actual use for the purposes of the action.

D.3 Costs of other goods and services (including related duties, taxes and charges such as non-deductible value added tax (VAT) paid by the beneficiary) are eligible, if they are:

- (a) purchased specifically for the action and in accordance with Article 10.1.1 or
- (b) contributed in kind against payment and in accordance with Article 11.1.

Such goods and services include, for instance, consumables and supplies, dissemination (including open access), protection of results, certificates on the financial statements (if they are required by the Agreement), certificates on the methodology, translations and publications.

D.4 Capitalised and operating costs of 'large research infrastructure'³ directly used for the action are eligible, if:

(a) the value of the large research infrastructure represents at least 75% of the total fixed assets (at historical value in its last closed balance sheet before the date of the signature of the Agreement or as determined on the basis of the rental and leasing costs of the research infrastructure⁴);

(b) the beneficiary's methodology for declaring the costs for large research infrastructure has been positively assessed by the Commission ('ex-ante assessment');

(c) the beneficiary declares as direct eligible costs only the portion which corresponds to the duration of the action and the rate of actual use for the purposes of the action, and

(d) they comply with the conditions as further detailed in the annotations to the H2020 grant agreements.

E. Indirect costs

Indirect costs are eligible if they are declared on the basis of the flat-rate of 25% of the eligible direct costs (see Article 5.2 and Points A to D above), from which are excluded:

- (a) costs of subcontracting and
- (b) costs of in-kind contributions provided by third parties which are not used on the beneficiary's premises and
- (c) costs of providing financial support to third parties;
- (d) not applicable.

³ 'Large research infrastructure' means research infrastructure of a total value of at least EUR 20 million, for a beneficiary, calculated as the sum of historical asset values of each individual research infrastructure of that beneficiary, as they appear in its last closed balance sheet before the date of the signature of the Agreement or as determined on the basis of the rental and leasing costs of the research infrastructure.

⁴ For the definition, see Article 2(6) of Regulation (EU) No 1291/2013 of the European Parliament and of the Council of 11 December 2013 establishing Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020) (OJ L 347, 20.12.2013 p.104)-('Horizon 2020 Framework Programme Regulation No 1291/2013'): 'Research infrastructure' are facilities, resources and services that are used by the research communities to conduct research and foster innovation in their fields. Where relevant, they may be used beyond research, e.g. for education or public services. They include: major scientific equipment (or sets of instruments); knowledge-based resources such as collections, archives or scientific data; e-infrastructures such as data and computing systems and communication networks; and any other infrastructure of a unique nature essential to achieve excellence in research and innovation. Such infrastructures may be 'single-sited', 'virtual' or 'distributed'.

Beneficiaries receiving an operating grants⁵ financed by the EU or Euratom budget cannot declare indirect costs for the period covered by the operating grant.

F. Specific cost category(ies)

Not applicable

6.3 Conditions for costs of linked third parties to be eligible

not applicable

6.4 Conditions for in-kind contributions provided by third parties free of charge to be eligible

In-kind contributions provided free of charge are eligible direct costs (for the beneficiary), if the costs incurred by the third party fulfil — *mutatis mutandis* — the general and specific conditions for eligibility set out in this Article (Article 6.1 and 6.2) and Article 12.1.

6.5 Ineligible costs ‘**Ineligible costs**’ are:

(a) costs that do not comply with the conditions set out above (Article 6.1 to 6.4), in particular:

- (i) costs related to return on capital;
- (ii) debt and debt service charges;
- (iii) provisions for future losses or debts;
- (iv) interest owed;
- (v) doubtful debts;
- (vi) currency exchange losses;
- (vii) bank costs charged by the beneficiary’s bank for transfers from the *Commission*;
- (viii) excessive or reckless expenditure;
- (ix) deductible VAT;

(x) costs incurred during suspension of the implementation of the action (see Article 49);

(b) costs declared under another EU or Euratom grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the *Commission* for the purpose of implementing the EU or Euratom budget); in particular, indirect costs if the beneficiary is already receiving an operating grant financed by the EU or Euratom budget in the same period.

6.6 Consequences of declaration of ineligible costs

Declared costs that are ineligible will be rejected (see Article 42).

This may also lead to any of the other measures described in Chapter 6.

⁵ For the definition, see Article 121(1)(b) of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 218, 26.10.2012, p.1) (‘**Financial Regulation No 966/2012**’): ‘**operating grant**’ means direct financial contribution, by way of donation, from the budget in order to finance the functioning of a body which pursues an aim of general EU interest or has an objective forming part of and supporting an EU policy.