

Übersicht über die Sonderregeln der Initiativen nach Artikel 185 und 187

Die H2020-Beteiligungsregeln* gelten grundsätzlich für alle Bereiche von Horizon 2020, also auch für die Multilateralen Initiativen nach Art. 185 und Art. 187 AEUV.

In Ausnahmefällen können die Regeln der Multilateralen Initiativen jedoch von den H2020-Beteiligungsregeln abweichen. Im Fall der Initiativen nach Art. 187 AEUV werden die Abweichungen von der Europäischen Kommission beschlossen und in einem sogenannten delegierten Rechtsakt („Commission Delegated Regulation“) festgelegt. Abweichende Regeln der Initiativen nach Art. 185 AEUV müssen hingegen direkt in der Entscheidung des Europäischen Parlaments und des Rates, die der jeweiligen Initiative zugrunde liegt, geregelt sein.

Im Folgenden finden Sie die Abweichungen von den Beteiligungsregeln im Überblick.

Für Rückfragen wenden Sie sich bitte an die österreichische Nationale Kontaktstelle für Recht und Finanzen in Horizon 2020, Mag. Martin Baumgartner unter legal_h2020@ffg.at.

* http://ec.europa.eu/research/participants/data/ref/h2020/legal_basis/rules_participation/h2020-rules-participation_en.pdf

1 Maßnahmen nach Art 185 AEUV

1.1 Active and Assisted Living Joint Programme (AAL)

Artikel der H2020-Beteiligungsregeln	Regelung AAL	Abweichungen	Rechtsgrundlage
<p>Art 15 Abs 9: Selection and award criteria</p> <p>In cases where the requested funding from the Union for the action is equal or superior to EUR 500 000, the Commission or the relevant funding body shall, by means compatible with national law, verify in advance the financial capacity of only the coordinators. Furthermore, whenever there are grounds to doubt the financial capacity of the coordinator or other participants on the basis of available information, the Commission or the relevant funding body shall verify their financial capacity.</p>	<p>Art 5 Abs 2:</p> <p>...the financial capacity of applicants shall be verified by the designated national programme management organisation in accordance with the rules of participation in the designated national programmes.</p>	<p>Der Financial Capacity Check wird von den nationalen Programmmanagement-Organisationen nach deren eigenen Regeln durchgeführt.</p>	<p>Decision No 554/2014/EU of the European Parliament and of the Council of 15 May 2014 on the participation of the Union in the Active and Assisted Living Research and Development Programme jointly undertaken by several Member States: http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014D0554&from=EN</p>
<p>Art 18 Abs 2: Grant Agreement</p> <p>The Commission or the relevant funding body shall enter into a grant agreement with the participants (...).</p>	<p>Art 5 Abs 3:</p> <p>... the grant agreements with participants shall be signed by the designated national programme management agency.</p>	<p>Das Grant Agreement wird von den nationalen Programmmanagement-Organisationen unterzeichnet.</p>	
<p>Art 23 Abs 1; 5-7: Implementation of the action</p> <p>Art 28: Funding of the Action</p> <p>Art 29: Indirect costs</p> <p>Art 30: Evaluation of funding levels [im Rahmen der Interim Evaluation]</p> <p>Art 31: Annual productive hours</p> <p>Art 32: Owners of SMEs and natural persons without a</p>	<p>Art 5 Abs 4:</p> <p>...the funding rules of the designated national programmes shall apply to the grants administered by the designated national programme management agencies.</p>	<p>Die nationalen Förderungsregelungen ersetzen die Bestimmungen der Beteiligungsregeln zu folgenden Themen:</p> <ul style="list-style-type: none"> • Bestimmungen betreffend Third Parties mit Ausnahme von Subcontractors • Förderraten (und deren Evaluierung) • Indirekte Kosten • Jahresproduktivstunden • Pauschalierte Personalkosten für KMU- 	

Übersicht über die Sonderregeln der Initiativen nach Artikel 185 und 187

<p>salary</p> <p>Art 33: Unit costs</p> <p>Art 34: Certificate on the Financial Statements</p> <p>Art 35: Conflict of Interests</p>		<p>EigentümerInnen und natürliche Personen ohne Gehalt</p> <ul style="list-style-type: none"> • Einheitskosten (unit costs) • Certificate on the Financial Statements • Interessenskonflikte 	
<p>Art 41: Ownership of results</p> <p>Art 42: Protection of results</p> <p>Art 43: Exploitation and dissemination of results</p> <p>Art 44: Transfer and licensing of results</p> <p>Art 45: Background</p> <p>Art 46: Access rights principles</p> <p>Art 47: Access rights for implementation</p> <p>Art 48: Access rights for exploitation</p> <p>Art 49: Access rights for the Union and the Member States</p>	<p>Art 5 Abs 5:</p> <p>...the rules of the designated national programmes governing results, access rights to background and results shall apply, without prejudice to the principle of open access to scientific publications set out in Article 18 of Regulation (EU) No 1291/2013.</p>	<p>Die nationalen Förderungsregelungen ersetzen die Bestimmungen der Beteiligungsregeln zu folgenden Themen:</p> <ul style="list-style-type: none"> • Eigentum an Ergebnissen • Schutz der Ergebnisse • Verwertung und Verbreitung der Ergebnisse • Transfer und Lizenzierung von Ergebnissen • Background • Zugangsrechte (Prinzipien; zur Projektdurchführung; zur Verwertung; für EU/MS) 	
<h3>1.2 EUREKA – Eurostars 2</h3>			
Artikel der H2020 Beteiligungsregeln	Regelung Eurostars 2	Abweichungen	Rechtsgrundlage
<p>Art 15 Abs 9: Selection and award criteria</p> <p>In cases where the requested funding from the Union for the action is equal or superior to EUR 500 000, the Commission or the relevant funding body shall, by means compatible with national law, verify in advance the financial capacity of only the coordinators. Furthermore, whenever there are grounds to doubt the financial capacity of the coordinator or other participants on the basis of available information, the Commission or the relevant funding body shall verify their financial capacity.</p>	<p>Art 8 Abs 2:</p> <p>... the NFBs, under the coordination of the ESE, shall verify the financial capacity of all applicants for funding under Eurostars-2.</p>	<p>Der Financial Capacity Check wird von den nationalen Förderungsorganisationen durchgeführt.</p>	<p>Decision No 553/2014/EU of the European Parliament and of the Council of 15 May 2014 on the participation of the Union in a Research and Development Programme jointly undertaken by several Member States aimed at supporting research and development performing small and medium-sized enterprises:</p> <p>http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014D0553&from=EN</p>
<p>Art 18 Abs 2: Grant Agreement</p> <p>The Commission or the relevant funding body shall enter into a grant agreement with the participants. The removal or substitution of an entity before signature of the grant agreement shall be duly justified.</p>	<p>Art 8 Abs 3:</p> <p>...grant agreements with beneficiaries of indirect actions under Eurostars-2 shall be signed by the NFBs concerned.</p>	<p>Das Grant Agreement wird von den nationalen Förderungsorganisationen unterzeichnet.</p>	
<p>Art 23 Abs 1; 5-7: Implementation of the action</p>	<p>Art 8 Abs 4:</p>	<p>Die nationalen Förderungsregelungen ersetzen die</p>	

Übersicht über die Sonderregeln der Initiativen nach Artikel 185 und 187

<p>Abs 5: Third Parties carrying out work</p> <p>Abs 6: Third Parties making available resources to a participant</p> <p>Abs 7: Financial support to Third Parties</p> <p>Art 28: Funding of the Action</p> <p>Art 29: Indirect costs</p> <p>Art 30: Evaluation of funding levels [im Rahmen der Interim Evaluation]</p> <p>Art 31: Annual productive hours</p> <p>Art 32: Owners of SMEs and natural persons without a salary</p> <p>Art 33: Unit costs</p> <p>Art 34: Certificate on the Financial Statements</p>	<p>...the funding rules of the participating national programmes shall apply to Eurostars-2 grants administered by the NFBs.</p>	<p>Bestimmungen der Beteiligungsregeln zu folgenden Themen:</p> <ul style="list-style-type: none"> • Bestimmungen hins. Third Parties mit Ausnahme von Subcontractors • Förderraten (und deren Evaluierung) • Indirekte Kosten • Jahresproduktivstunden • Pauschalierte Personalkosten für KMU-EigentümerInnen und natürliche Personen ohne Gehalt • Einheitskosten (unit costs) • Certificate on the Financial Statements 	
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1.3 European Metrology Programme for Innovation and Research (EMPIR)

Artikel der H2020 Beteiligungsregeln	Regelung EMPIR	Abweichungen	Rechtsgrundlage
<p>Art 29 Abs 1: Indirect costs</p>	<p>Art 5 Abs 2:</p> <p>... indirect eligible costs of NMIs and DIs participating in projects funded by EMPIR shall be determined by applying a flat rate of 5 % of their total direct eligible costs, excluding direct eligible costs for subcontracting and the costs of resources made available by third parties which are not used on the premises of the beneficiary, as well as financial support to third parties.</p>	<p>Die indirekten Kosten der National Metrology Institutes (NMIs) und Designated Institutes (DIs) werden mit einer 5%-Flatrate gefördert.</p>	<p>Decision No 555/2014/EU of the European Parliament and of the Council of 15 May 2014 on the participation of the Union in a European Metrology Programme for Innovation and Research (EMPIR) jointly undertaken by several Member States: http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014D0555&from=EN</p>
<p>Art 28 Abs 3: Funding of the action</p> <p>A single reimbursement rate of the eligible costs shall be applied per action for all activities funded therein. The maximum rate shall be fixed in the work programme or work plan.</p>	<p>Art 5 Abs 5:</p> <p>If insufficient, EURAMET may (...) apply a lower reimbursement rate to the eligible costs of the NMIs and the DIs participating in projects funded by EMPIR.</p>	<p>Sollte das Budget nicht für die Auszahlung der vollen Förderung ausreichen, kann ein niedrigerer Fördersatz zur Anwendung kommen.</p>	

1.4 Second European and Development Countries Clinical Trials Partnership Programme (EDCTP2)

Übersicht über die Sonderregeln der Initiativen nach Artikel 185 und 187

Artikel der H2020-Beteiligungsregeln	Regelung EDCTP2	Abweichungen	Rechtsgrundlage
Art 9 Abs 1: Conditions for participation 1. The following minimum conditions shall apply: (a) at least three legal entities shall participate in an action; (b) three legal entities shall each be established in a different Member State or associated country; and (c) the three legal entities referred to in point (b) shall be independent of each other within the meaning of Article 8.	Art 6 Abs 2: ...the minimum number of participants shall be two legal entities established in two different Participating States and a third legal entity in a sub-Saharan African country listed in the EDCTP2 annual work plan.	Mindestteilnahmebedingung: zwei Rechtspersonen aus an EDCTP2 teilnehmenden Staaten und eine Rechtsperson aus einem im Work Plan genannten afrikanischen Staat südlich der Sahara.	Decision No 556/2014/EU of the European Parliament and of the Council of 15 May 2014 on the participation of the Union in a second European and Developing Countries Clinical Trials Partnership Programme (EDCTP2) jointly undertaken by several Member States: http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014D0556&from=EN
Art 10 Abs 1: Eligibility for funding 1. The following participants are eligible for funding from the Union: (...) (c) any legal entity established in a third country identified in the work programme.	Art 6 Abs 3: ... any legal entity established in a sub-Saharan country listed in the EDCTP2 annual work plan shall be eligible for funding.	Rechtspersonen aus den im Work Plan genannten afrikanischen Staaten südlich der Sahara sind förderfähig.	
2 Maßnahmen nach Art 187 AEUV			
2.1 Electronic Components and Systems for European Leadership (ECSEL)			
Artikel der H2020-Beteiligungsregeln	Regelung ESCEL	Abweichungen	Rechtsgrundlage und Model Grant Agreement:
Art 28 Abs 3: Funding of the action A single reimbursement rate of the eligible costs shall be applied per action for all activities funded therein. The maximum rate shall be fixed in the work programme or work plan.	Art 1: ...the ECSEL Joint Undertaking may apply different reimbursement rates for the Union funding within an action dependent upon the type of the participant and the type of activity in actions where one or more Member States co-fund a participant or the action.	Bei Projekten, die durch die Mitgliedsstaaten kofinanziert werden, können die Fördersätze beim EU-Anteil der Förderung von den H2020-Standardförderungsraten abweichen (unterschiedliche Raten je nach Organisationstyp und Aktivität). Anmerkung: in diesen Fällen werden zwei verschiedene Förderungsverträge – einer mit dem „Gemeinsame Unternehmen ECSEL“ und ein weiterer mit dem jeweiligen Mitgliedsstaat – abgeschlossen.	Rechtsgrundlage: Commission Delegated Regulation (EU) No 610/2014 of 14 February 2014 on establishing a derogation from Regulation (EU) No 1290/2013 of the European Parliament and of the Council laying down the rules for participation and dissemination in ‘Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)’ with regard to the ECSEL Joint Undertaking: http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014

Übersicht über die Sonderregeln der Initiativen nach Artikel 185 und 187

			R0610&from=EN Model Grant Agreement: http://ec.europa.eu/research/participants/data/ref/h2020/other/mga/jtis/h2020-mga-ecsel_en.pdf
2.2 Clean Sky 2 (CS2)			
Artikel der H2020-Beteiligungsregeln	Regelung CS2	Abweichungen	Rechtsgrundlage und Model Grant Agreement:
Art 9 Abs 1: Conditions for participation 1. The following minimum conditions shall apply: (a) at least three legal entities shall participate in an action; (b) three legal entities shall each be established in a different Member State or associated country; and (c) the three legal entities referred to in point (b) shall be independent of each other within the meaning of Article 8.	Art 1: ... the minimum condition shall be the participation of one legal entity established in a Member State or associated country.	Projekte können auch durch eine Rechtsperson alleine durchgeführt werden.	Rechtsgrundlage: Commission Delegated Regulation (EU) No 624/2014 of 14 February 2014 establishing a derogation from Regulation (EU) No 1290/2013 of the European Parliament and of the Council laying down the rules for participation and dissemination in 'Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)' with regard to the Clean Sky 2 Joint Undertaking: http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014R0624&from=EN Model Grant Agreement: http://ec.europa.eu/research/participants/data/ref/h2020/other/mga/jtis/h2020-mga-cleansky_en.pdf
2.3 Fuel Cells and Hydrogen 2 (FCH2)			
<i>Kein delegierter Rechtsakt – keine Abweichungen.</i>			
2.4 Bio-based Industries (BBI)			

Übersicht über die Sonderregeln der Initiativen nach Artikel 185 und 187

Artikel der H2020-Beteiligungsregeln	Regelung BBI	Abweichungen	Rechtsgrundlage und Model Grant Agreement:
<p>Art 10 Abs 1: Eligibility for funding</p> <p>1. The following participants are eligible for funding from the Union:</p> <p>(a) any legal entity established in a Member State or associated country, or created under Union law;</p> <p>(b) any international European interest organisation;</p> <p>(c) any legal entity established in a third country identified in the work programme.</p>	<p>Art 1:</p> <p>...only the following participants shall be eligible for funding from the Bio-Based Industries Joint Undertaking for actions in the area of bio-based industries other than innovation actions:</p> <p>(a) small and medium-sized enterprises;</p> <p>(b) secondary and higher education establishments;</p> <p>(c) non-profit legal entities, including those carrying out research or technological development as one of their main objectives;</p> <p>(d) the Joint Research Centre;</p> <p>(e) international European interest organisations.</p>	<p>Mit Ausnahme von Innovationsprojekten werden nur bestimmte Organisationstypen gefördert. Nicht förderfähig sind insb. Unternehmen, die die Grenzen der KMU-Definition überschreiten.</p>	<p>Rechtsgrundlage:</p> <p>Commission Delegated Regulation (EU) No 623/2014 of 14 February 2014 establishing a derogation from Regulation (EU) No 1290/2013 of the European Parliament and of the Council laying down the rules for participation and dissemination in ‘Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)’ with regard to the Bio-Based Industries Joint Undertaking:</p> <p>http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014R0623&from=EN</p> <p>Model Grant Agreement:</p> <p>http://ec.europa.eu/research/participants/data/ref/h2020/other/mga/jtis/h2020-mga-bbi_en.pdf</p>

2.5 Innovative Medicines 2 (IMI2)

Rechtsgrundlage:

Commission Delegated Regulation (EU) No 622/2014 of 14 February 2014 establishing a derogation from Regulation (EU) No 1290/2013 of the European Parliament and of the Council laying down the rules for participation and dissemination in ‘Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)’ with regard to the Innovative Medicines Initiative 2 Joint Undertaking:

<http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014R0622&from=EN>

Model Grant Agreement: http://ec.europa.eu/research/participants/data/ref/h2020/other/mga/jtis/h2020-mga-imi_en.pdf

Artikel der H2020-Beteiligungsregeln	Regelung IMI 2	Abweichungen
<p>Art 10 Abs 1: Eligibility for funding</p> <p>1. The following participants are eligible for funding from the Union:</p> <p>(a) any legal entity established in a Member State or associated country, or created under Union law;</p> <p>(b) any international European interest organisation;</p>	<p>Art 1 (Eligibility for funding)</p> <p>(a) legal entities established in a Member State or an associated country, or created under Union law; and</p> <p>(b) which fall within one of the following categories:</p> <p>(i) micro, small and medium-sized enterprises and other companies with an annual turnover of EUR 500 million or less, the latter not being affiliated entities of companies with an annual turnover of more than 500 million; the definition of ‘affiliated entities’ within the meaning of Article 2(1)(2) of Regulation (EU) No 1290/2013 shall apply mutatis mutandis;</p>	<p>Es werden nur bestimmte Organisationstypen gefördert. Nicht förderfähig sind insb. große Unternehmen (>500 Mio. Umsatz) sowie mit diesen verbundene Unternehmen.</p>

Übersicht über die Sonderregeln der Initiativen nach Artikel 185 und 187

	<p>(ii) secondary and higher education establishments; (iii) non-profit organisations, including those carrying out research or technological development as one of their main objectives or those that are patient organisations. (c) the Joint Research Centre; (d) international European interest organisations.</p>	
<p>Art 41 Abs 2: Ownership of results</p> <p>Art 45: Background</p> <p>Art 46: Access rights principles</p> <p>Art 47: Access rights for implementation</p> <p>Art 48: Access rights for exploitation</p>	<p>Art 2 (Ownership and access to sideground)</p> <p>(a) results shall not include any sideground, as tangible or intangible output generated by a participant under the action, such as data, knowledge and information whatever their form or nature, whether or not they can be protected, but which are outside of the action objectives as defined in the grant agreement and which therefore are not needed for implementing the action or for research use of results; (b) each participant shall remain the exclusive owner of its sideground but a different allocation of ownership may be agreed upon; (c) participants are not required to grant access rights to sideground.</p>	<p>IMI2 enthält auch Regelungen bzw. Klarstellungen zum <i>Sideground</i>:</p> <ul style="list-style-type: none"> • Sideground zählt nicht zu den Results • Sideground gehört dem Teilnehmer, der ihn generiert hat, abweichende Vereinbarungen sind aber zulässig • Es besteht keine Verpflichtung zur Gewährung von Zugangsrechten zu Sideground
<p>Art 44 Abs 1 letzter Satz: Transfer and licensing of results</p> <p>The other participants may by prior written agreement waive their right to prior notice and to object to transfers of ownership from one participant to a specifically identified third party.</p>	<p>Art 3 (Transfer and licensing of results and background for affiliated entities, purchasers and any other successor entity)</p> <p>(a) a participant may, without the consent of the other participants but provided that the other participants are informed without undue delay and that the transferee agrees in writing to be bound by the grant agreement and the consortium agreement, transfer its results to any of the following:</p> <ul style="list-style-type: none"> (i) its affiliated entity; (ii) any purchaser of all or a substantial amount of its relevant assets; (iii) any successor entity resulting from the merger with or consolidation of such a participant. <p>The delay referred to in the first subparagraph shall be agreed by the participants in the consortium agreement</p> <p>(b) each participant shall remain free to license, transfer or otherwise dispose of its ownership rights in background, subject to any rights and obligations of the grant agreement and the consortium agreement.</p> <p>(c) where a participant transfers ownership of background, it shall pass on its obligations specified under the grant agreement and the consortium agreement, regarding that background, to the transferee including the obligation to pass those obligations on to any subsequent transferee.</p> <p>(d) a participant may, without the consent of the other participants, but provided that the other participants are informed without undue delay and that the transferee agrees in writing to be bound by the grant agreement and the consortium agreement, transfer its background to any of the following:</p> <ul style="list-style-type: none"> (i) its affiliated entity; (ii) any purchaser of all or a substantial amount of its relevant assets; 	<p>Für Transfer und Lizenzvergabe von <i>Background und Results</i> an verbundene Unternehmen sowie an Rechtsnachfolger ist keine Zustimmung der Partner erforderlich. Die Partner sind innerhalb einer im Konsortialvertrag festgelegten Frist zu informieren.</p>

Übersicht über die Sonderregeln der Initiativen nach Artikel 185 und 187

	(iii) any successor entity resulting from the merger with or consolidation of such a participant. The delay referred to in the first subparagraph shall be agreed by the participants in the consortium agreement.	
Art 44 Abs 2: Transfer and licensing of results Provided that access rights to the results can be exercised, and that any additional exploitation obligations are complied with by the participant which owns the results, the latter may grant licences or otherwise grant the right to exploit them to any legal entity, including on an exclusive basis. Exclusive licences for results may be granted subject to consent by all the other participants concerned that they will waive their access rights thereto.	Art 4 (Transfer and licensing of results) Provided that any access rights to the results can be exercised and that any additional obligations under the grant agreement or consortium agreement are complied with by the participant who owns results, the latter may grant licences or otherwise give the right to exploit them to any legal entity.	Die Vergabe von Lizenzen an <i>Results</i> und die Verwertung von <i>Results</i> durch Dritte sind unter der Voraussetzung möglich, dass die Zugangsrechte gewahrt bleiben und alle weiteren Verpflichtungen laut Grant Agreement und Konsortialvertrag eingehalten werden.
Art 46 Abs 2: Access rights principles Unless otherwise agreed by the owner of the results or background to which access is requested, access rights shall not include the right to sub-license.	Art 5 (Access rights principles): Any legal entity that enjoys access rights in order to complete the action or for research use may authorize another legal entity to exercise those rights on its behalf provided that the following conditions are fulfilled: (a) the legal entity that enjoys access rights shall be liable for the acts of the other legal entity as if those acts have been performed by this former legal entity; (b) access rights granted to the other legal entity shall not include the right to sub-license.	Jede Rechtsperson, die Zugangsrechte zum Zweck der Projektdurchführung oder zu <i>Research Use</i> hat, kann eine andere Rechtsperson ermächtigen, diese Rechte in ihrem Namen und unter ihrer Haftung auszuüben. Damit ist kein Recht zur Unterlizenzierung verbunden.
Art 47: Access rights for implementation 1. A participant shall enjoy access rights to the results of another participant in the same action if those results are needed by the former to carry out its work under the action. Such access shall be granted on a royalty-free basis. 2. A participant shall enjoy access rights to background of another participant in the same action if this background is needed by the former to carry out its work under the action, and subject to any restrictions or limits pursuant to Article 46(3). Such access shall be granted on a royalty-free basis, unless otherwise agreed by the participants before their accession to the grant agreement.	Art 6 (Access rights for implementation): (a) during the action, participants shall enjoy access rights to the results of the other participants solely for the purpose and to the extent necessary for undertaking and completing the action. Such access shall be granted on a royalty-free basis; (b) during the action, the participants shall, unless prevented or restricted from doing so by obligations to others which exist at the date of accession to the grant agreement, enjoy access rights to the background of the other participants solely for the purpose and to the extent necessary for undertaking and completing the action. Such access shall be granted on a royalty-free basis.	Während des Projekts sind Zugangsrechte zu <i>Results</i> nur zum Zweck der Projekt-durchführung (aber nicht zur Verwertung eigener Ergebnisse) zu gewähren. Zugangsrechte zu <i>Background</i> zum Zweck der Projektdurchführung sind jedenfalls kostenlos zu gewähren (auch vor Projektbeginn können keine abweichenden Vereinbarungen getroffen werden).
Art 48: Access rights for exploitation 1. A participant shall enjoy access rights to the results of another participant in the same action if those results are needed by the former to exploit its own results. Subject to agreement, such access shall be granted	Art 7 (Access Rights): (a) The following definitions as regards exploitation shall apply: (i) 'research use' means the use of results or background needed to use results, for all purposes other than for completing the action or for direct exploitation and which includes but is not limited to the application of results as a tool for research, including clinical research and trials and which directly or indirectly contributes to the objectives set out in the Societal Challenge health,	a) <i>Zusätzliche Definitionen:</i> <ul style="list-style-type: none">• Research Use: Nutzung von <i>Results</i> sowie von dafür nötigem <i>Background</i> zu allen anderen Zwecken als zur Projektdurchführung und zur direkten Verwertung der Ergebnisse, soweit sie zu den Zielen der Gesellschaftlichen Herausforderung Gesundheit beiträgt.

Übersicht über die Sonderregeln der Initiativen nach Artikel 185 und 187

<p>under fair and reasonable conditions.</p> <p>2. A participant shall enjoy access rights to background of another participant in the same action if this background is needed by the former to exploit its own results, and subject to any restrictions or limits pursuant to Article 46(3). Subject to agreement, such access shall be granted under fair and reasonable conditions.</p> <p>3. An affiliated entity established in a Member State or associated country shall, unless otherwise provided for in the consortium agreement, also have access rights to results and, subject to any restrictions or limits pursuant to Article 46(3), to background under fair and reasonable conditions if those results and background are needed to exploit the results generated by the participant to which it is affiliated. Such access rights shall be requested and obtained directly from the participant owning the results or background unless otherwise agreed in accordance with Article 46(2).</p> <p>4. A request for access under paragraphs 1, 2 or 3 may be made up to one year after the end of the action, unless the participants agree on a different time-limit.</p>	<p>demographic change and well-being referred to in Regulation (EU) No 1291/2013.</p> <p>(ii) 'direct exploitation' means developing results for commercialization, including through clinical trials, or commercializing results themselves.</p> <p>(b) During and after completion of the action, participants and their affiliated entities shall enjoy access rights to the results of the other participants for research use. Access rights for research use shall be granted on a non-exclusive basis under fair and reasonable conditions, i.e. appropriate conditions, including financial terms or royalty-free, taking into account the actual or potential value of the results to which access is requested and other characteristics of the research use envisaged. Where direct exploitation by a participant or third party requires results owned by another participant, the access rights may be negotiated between the parties involved.</p> <p>(c) During and after completion of the action, participants and their affiliated entities shall enjoy access rights to the background of the other participants, only to the extent reasonably required for the purpose of the research use of results. Such access rights for research use shall be granted on a non-exclusive basis under fair and reasonable conditions, i.e. appropriate conditions, including financial terms or royalty-free, taking into account the actual or potential value of the background to which access is requested and other characteristics of the research use envisaged. Participants are not required to grant access rights for direct exploitation to their own background and may use, exploit, sublicense or otherwise commercialize their background as they see fit, subject to access rights for research use. Where direct exploitation by a participant or third party, requires background necessary to use results owned by another participant, the access rights may be negotiated between the parties involved.</p> <p>(d) After the completion of the action, third parties shall have the right to request and receive access rights to the results of the participants for research use. Such access rights shall be granted on a non-exclusive basis under conditions considered appropriate by the owner of the results and the third party concerned. Those conditions shall not be more favorable than the conditions applied to participants and affiliates for research use.</p> <p>(e) After completion of the action, third parties shall have the right to request and receive access rights to the background of the participants, only to the extent reasonably required for the purpose of the research use of results. Such access rights shall be granted on a non-exclusive basis under conditions considered appropriate by the owner of the background and the third party concerned.</p> <p>(f) Before the signature of the grant agreement, a participant may identify specific elements of the background and provide a reasoned request to the Innovative Medicines Initiative 2 Joint Undertaking Programme office that such elements shall be wholly or partially excluded from the obligations referred to in Article 7(e). The Innovative Medicines Initiative 2 Joint Undertaking Programme office shall only grant such request in exceptional circumstances and in making its decision shall consider the objectives referred to in Article 2 of Regulation (EU) No 557/2014, the tasks of the Innovative Medicines Initiative 2 Joint Undertaking referred to in its statutes and the legitimate interests of the</p>	<ul style="list-style-type: none"> • Direct Exploitation: Entwicklung von <i>Results</i> für die Vermarktung, und die Vermarktung der <i>Results</i> selbst <p>b) <i>Zugangsrechte zu Results zur Nutzung der Ergebnisse:</i></p> <p>Partner und mit ihnen verbundene Unternehmen sind für <i>Research Use</i> Zugangsrechte zu <i>Results</i> zu fairen und vernünftigen Bedingungen zu gewähren. Die Bedingungen für notwendige Zugangsrechte zu <i>Results</i> zum Zweck der <i>Direct Exploitation</i> sind zwischen den Beteiligten zu vereinbaren.</p> <p>c) <i>Zugangsrechte zu Background zur Nutzung der Ergebnisse:</i></p> <p>Partner und mit ihnen verbundene Unternehmen sind die für <i>Research Use</i> notwendigen Zugangsrechte zu <i>Background</i> zu fairen und vernünftigen Bedingungen zu gewähren.</p> <p>Die Partner sind nicht verpflichtet, Zugangsrechte zu <i>Background</i> zum Zweck der <i>Direct Exploitation</i> zu gewähren.</p> <p>Soweit Zugangsrechte zu <i>Background</i> zum Zweck der <i>Direct Exploitation</i> der <i>Results</i> eines anderen Partners notwendig sind, sind die Bedingungen dafür zwischen den beiden Partnern zu vereinbaren.</p> <p>d und e) <i>Zugangsrechte für Third Parties zu Results und Background:</i></p> <p>Third Parties haben nach Projektende Zugangsrechte zu den <i>Results</i> der Partner für <i>Research Use</i>. Es sind angemessene Bedingungen zu vereinbaren, wobei die Bedingungen für Third Parties nicht vorteilhafter sein dürfen als jene für Partner und deren verbundene Affiliates für <i>Research Use</i>.</p> <p>Third Parties haben dabei auch Zugangsrechte zum <i>Background</i> der Partner, soweit das für die Nutzung der <i>Results</i> notwendig ist. Zwischen den Beteiligten sind angemessene Bedingungen für die Gewährung dieser Rechte zu vereinbaren.</p>
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Übersicht über die Sonderregeln der Initiativen nach Artikel 185 und 187

	<p>participant concerned. It may grant such request on conditions agreed with the participant. Any exceptions shall be included in the grant agreement and cannot be changed unless such change is permitted by the grant agreement.</p> <p>(g) Participants shall agree in the consortium agreement on a time-limit in respect of requests for access under points (b) to (e).</p>	<p><i>f) Ausschluss von Background:</i></p> <p>Partner können vor Unterzeichnung des Grant Agreement beim IMI2 Joint Undertaking Programme Office beantragen, dass bestimmte Elemente ihres Background ganz oder teilweise von den zugangsrechten für Third Parties (siehe oben, e) ausgenommen werden. Derartige Genehmigungen werden nur in Ausnahmefällen erteilt.</p> <p><i>f) Fristen für Zugangsrechte</i></p> <p>Die Fristen für die Beantragung von Zugangsrechten gemäß Art 7 sind im Konsortialvertrag zu vereinbaren.</p>
2.6 Single European Sky ATM Research (SESAR)		
<i>Kein delegierter Rechtsakt – keine Abweichungen.</i>		
2.7 Shift2Rail 2 (S2R 2)		
<i>Kein delegierter Rechtsakt – keine Abweichungen.</i>		

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