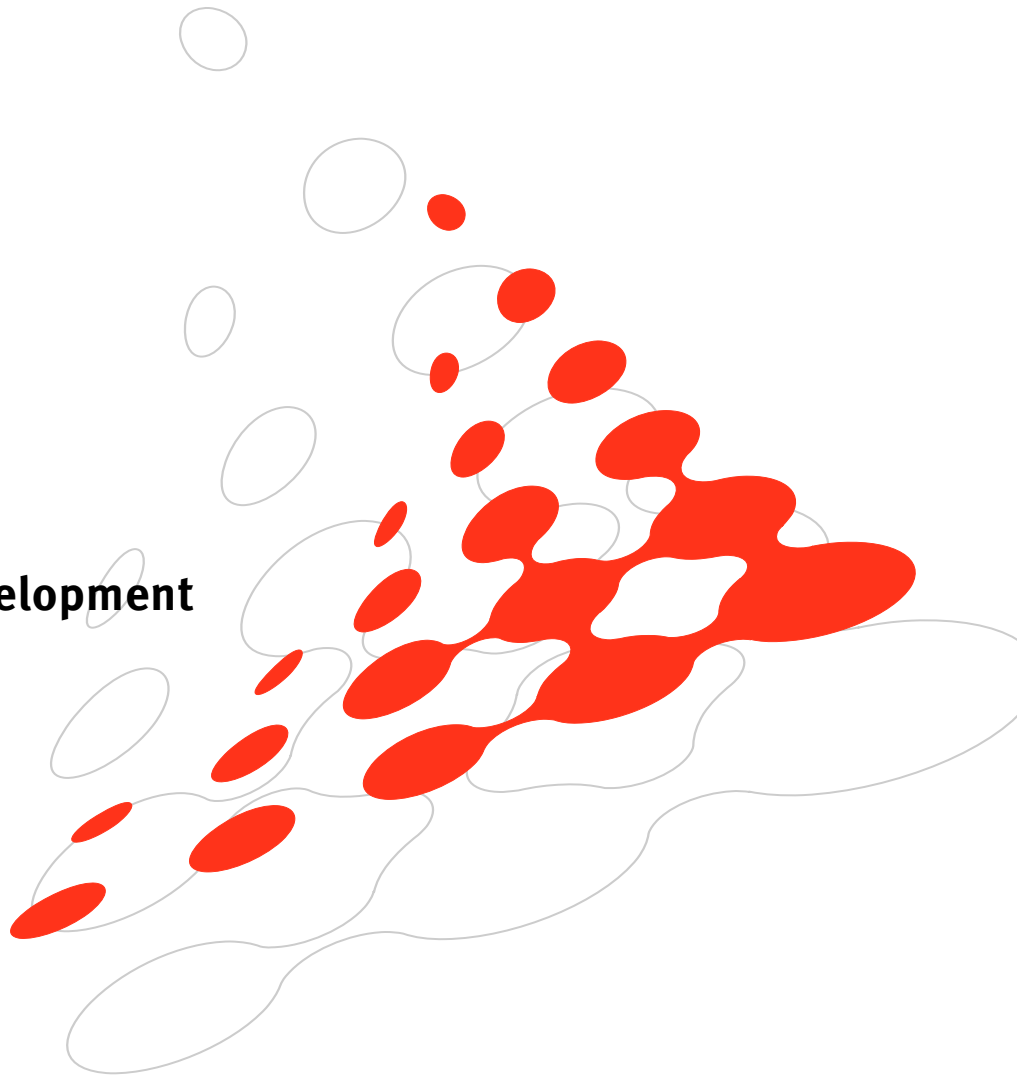


# **Guidelines for Research and Development Services**

**Version 2.3.1**

**Valid as from 25 May 2018**



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## 0 PREAMBLE

The Austrian Research Promotion Agency (hereinafter referred to as FFG) issues a call for proposals for pre-commercial Research and Development Services as part of the present funding programme. It is organised as an open tender procedure and all interested organisations have the opportunity to submit proposals via the FFG's eCall platform (see below).

These Guidelines contain the **requirements, financing conditions and procedures** for the procurement of research and development services which are exempted from the Public Procurement Act (BvergG 2006) in accordance with the **exemption provision** specified in **Sec 10 (13) BVerG** (hereinafter referred to as R&D Services).

## 1 REQUIREMENTS AND CONDITIONS

### 1.1 What are Research & Development Services?

Research & Development Services are defined as the provision of services specified in the call in a specified period of time. In general, services are considered as R&D Services when they are aimed at obtaining new findings, irrespective of whether they involve basic research, industrial research or experimental development (including, e.g., the development of prototypes or pilot projects). In contrast to funding, the R&D category is not relevant for the amount of financing granted.

The **aim** of the R&D Services to be provided is to generate new knowledge in the public interest using scientific methods.

**This instrument covers only R&D Services according to the above description.** Each single tender will be examined for conformity, and only conforming tenders can be financed.

## 1.2 Who is eligible to participate?

Natural and legal persons from Austria and abroad who, at the time of submitting the tender, are authorised to provide the tendered services according to the legal provisions of their home country are eligible to participate.

**Tenders** for R&D Services can be submitted **by a single tenderer or a bidding consortium**. In the following, the term “**Tenderer**” will be used for both single tenderers and bidding consortia.

**If the tender is submitted by a bidding consortium**, a consortium leader must be nominated who represents the consortium towards the principal.

Each Tenderer must submit a **Declaration of Commitment** (via eCall) confirming that the Tenderer has all permissions and licenses as well as the technical/economic capability required to perform the tendered services. If the tender is submitted by a bidding consortium, the consortium leader shall make a legally binding statement on behalf of the bidding consortium that its members will together provide the tendered services and will take joint and several liability for the services. The Declaration of Commitment is an **integral part of tendering** in the eCall process. If the tender is evaluated positively it will additionally be officially confirmed by all partners signing the Contract for R&D Services.

The costs incurred in the preparation of the tender or any other expenses and costs incurred by the Tenderer as part of this call (which is not subject to the BvergG) will not be reimbursed.

## 1.3 What are the regulations for subcontractors?

Subcontractors may be used in principle, but must **not be assigned key tasks** in the tender. The content of every subcontract exceeding EUR 20,000 must be described individually and in detail. The services provided by all subcontractors must not exceed 50% of the tendered service. Subcontractors must also have the qualifications required for providing their part of the service. Tenderers violating the above provisions will be excluded from the tender process. The tender must describe the fields of expertise that are not covered by the consortium and must therefore be contributed by a third party (e.g. via subcontracts). The tenderer must name the subcontractors and describe in what form each of them will contribute the relevant expertise.

**Subcontractors are not parties to the Contract for R&D Services** and are thus not direct contractors of the funding agency FFG, which acts on its own behalf or on behalf and for the account of the principal.

Subcontractors are **not entitled to use** the project results. They provide defined services for single tenderers or consortium partners.

## 1.4 What requirements must be met by the tender?

The **content requirements** are defined as the problem to be solved in the call announcement. The maximum duration of an R&D Service is defined in the **call announcement** in accordance with the specifications. Unless otherwise specified in the

call announcement, the tender must adequately describe the **overall cost** and **duration** of the R&D Service according to the specifications of the call.

The **formal requirements** include the requirements to be met by the tender, eligibility, deadlines etc. and are specified in these Guidelines, the call announcement and in the checklist of the tender form.

## 1.5 What are the regulations concerning cost accounting?

The costs of the tendered service must be stated according to the cost list in eCall. In contrast to funding, costs will not be recognised according to the FFG Cost Guidelines. Instead, the tendered services must be presented adequately and clearly and substantiated with a plausible cost plan. The cost plan includes personnel costs, infrastructure use, material costs, third-party costs, travel costs and value-added tax, if applicable.

Adequate third-party costs incurred in the provision of the service will be assigned to the individual subcontractors.

The costs will be assessed in the criterion “price/performance ratio” as part of the evaluation (see section **Fehler! Verweisquelle konnte nicht gefunden werden.**).

The costs submitted and accepted will be stipulated in the Contract for R&D Services as a **maximum remuneration** to be invoiced on the basis of work actually carried out.

The **remuneration** will be paid in instalments following examination of performance. When submitting the **final invoice**, the invoiced costs must be substantiated with a **detailed breakdown of services** to be enclosed as a PDF file (see also section **Fehler! Verweisquelle konnte nicht gefunden werden.**).

If the contractor fails to provide the contractual services as agreed, the funding agency FFG, which acts on behalf and for the account of the principal, reserves the right to withdraw from the contract either in whole, or in part if the partial result achieved is of value to it.

## 1.6 What are the regulations concerning exploitation rights?

The exploitation rights can be summarised as follows (for details see the regulations in the Contract for R&D Services):

- None of the contracting parties shall acquire exclusive intellectual property rights with respect to the project results.
- The **principal** shall acquire an unlimited, **non-exclusive** licence to use any work results and intellectual property rights arising from the performance of the present contract and – if required for using the results and only to this extent – existing intellectual property rights of the contractor.
- The principal shall also be entitled to grant non-transferable, non-exclusive sub-licences to third parties for specific purposes (including but not limited to follow-up calls).
- The **contractor** shall also acquire a **non-exclusive**, comprehensive licence to use and exploit any work results and intellectual property rights arising from the performance of the present contract. The contractor shall be obliged to grant third parties – at their request – a non-exclusive and non-transferable licence for use within Austria under conditions customary to the trade.
- **Physical results**, such as samples, models, prototypes and objects shall be equally owned by the contracting parties and can be used free of charge by both contracting parties.
- Another key aim is to **publish the results** of the contracted R&D Services. The contractor / consortium leader must therefore prepare all reports / studies / presentations etc. in such a way that they can be published without violating justified confidentiality or data protection interests. The results will thus be made **accessible to third parties free of charge** (“open content“). Results can be assigned to pre-defined categories to secure confidentiality interests.

## 1.7 What criteria are used to assess the tenders?

The tenders are evaluated in accordance with the **following four main criteria**:

1. **Quality** of the project
2. **Suitability** of the Tenderer
3. **Price**/performance ratio
4. **Relevance** to the call

The following table provides the relevant **sub-criteria** and the questions used to assess them. In the course of the assessment, points are assigned to each criterion. In addition, a threshold value is set for each criterion. Projects will only be recommended for financing if they reach the threshold value for each criterion and if the total number of points is at least 60.

The call announcement stipulates whether the contract will be awarded to the highest scored tender or to several (and if so, how many) highest scored tenders.

Quality of the project	Points	Threshold
1.1. How well are the state of the art, the innovation content and the scientific approach described and how plausible is the assessment? <i>(max. 15 points)</i>	40	24
1.2. What is the quality of planning based on the following criteria? <i>(max. 20 points)</i> <ul style="list-style-type: none"> <li>• Transparent structure of work packages</li> <li>• Transparent presentation of costs</li> <li>• Transparent description of work packages according to the scope of work</li> <li>• Provisions for risk management</li> <li>• Realistic implementation of plan (duration, deadlines, milestones, results)</li> <li>• Clarity and coherence of cooperative relationships</li> </ul>		
1.3. If the project relates to people <sup>1</sup> : <i>(max. 5 points)</i> To what extent have gender-specific topics been taken into account in project planning? <ul style="list-style-type: none"> <li>• Quality of the analysis of gender-specific topics</li> <li>• Integration in the methodical approach of the project</li> </ul>		
Suitability of Tenderer	25	15
2.1. Do the consortium partners have the expertise, qualifications and resources required to achieve the project goals? <i>(max. 15 points)</i>		
2.2. Is the composition of the consortium balanced in terms of gender mainstreaming? <i>(max. 10 points)</i>		
Price/performance ratio	20	12
3.1. Is the price/performance ratio appropriate? <i>(max. 20 points)</i> <ul style="list-style-type: none"> <li>• Are the costs of the personnel deployed (person hours and hourly rate) appropriate and efficient?</li> <li>• Is the ratio between personnel costs and costs of materials plausible? Are the working steps, milestones and deliverables plausible?</li> </ul>		
Relevance to the call	15	9
4.1. To what extent does the project address the call topics? <i>(max. 15 points)</i> <ul style="list-style-type: none"> <li>• Has the problem been sufficiently addressed?</li> <li>• Are the recommended implementation and dissemination measures plausible?</li> </ul>		

<sup>1</sup> If (groups of) persons are the research object or if persons will be affected by the research results, this must be reflected in the research design. Projects which have no gender relevance will score full points in this subcategory.



## 1.8 Which documents are required for submission?

Tenders may only be submitted electronically via eCall: <https://ecall.ffg.at>.

- eCall online Cost Plan
- Project Description (tender) as a PDF file

The call announcement also specifies the language in which applications are to be submitted, which is usually German and/or English.

Tenderers are also required to furnish a Declaration of Commitment by clicking on the corresponding field in eCall (see section 1.2).

Please note that the details provided in the tender must be in agreement with the information provided in eCall.

The **call documents** include the following documents in the order shown below:

- Call announcement (specification of tender such as contents, objectives and submission deadlines)
- Tender form
- Declarations in eCall
- Technical Guidelines
- Contract for R&D Services

By submitting a tender the Tenderer confirms that he has thoroughly examined the call documents and is able to assess the subject matter of the tendered R&D Services with sufficient accuracy to submit a tender.

If differences, contradictions or other uncertainties arise when examining the call documents, the Tenderer shall notify the FFG in writing to request clarification or corrections, if required.

## 2 SUBMISSION PROCEDURE

### 2.1 What is the procedure for SUBMISSION?

Applications must be submitted electronically via **eCall** (<https://ecall.ffg.at>) before the deadline.

The tender may not be submitted until all partners of the bidding consortium have submitted their **partner applications** via eCall.

How does it work?

- Download and complete the Project Description template.
- Enter the cost calculation online – the system verifies whether the financing requirements are met (e.g. max. project size).
- Upload the required documents.
- Finalise application in eCall and click “Submit application” (“*Einreichung abschicken*”).
- Upon successful submission, an acknowledgement will be sent automatically by email.
- Not necessary: additional postal submission of duly executed copy.

Not possible:

- Resubmission or modification of individual parts of the application form
- Revision after submission

The documents are to be submitted by the single tenderer, or in the case of a bidding consortium by the consortium leader, or by a duly authorised representative. The FFG may request evidence that this person is authorised to represent the tenderer or the consortium leader. If you are unable to provide such evidence the FFG reserves the right to reject the application for formal reasons.

The eCall tutorial is available at <https://ecall.ffg.at/tutorial>.

### 2.2 What is the procedure for inquiries?

Any inquiries must be sent by email to the FFG. The contact address and deadline are specified in the **call announcement**.

Inquiries may relate to all parts of the call and may include requests for clarification. The inquiries will be collected and answered anonymously. To ensure equal treatment, the FFG asks inquirers to formulate their questions in such a manner that no conclusions can be drawn as to their identity.

The questions and corresponding answers will be made available in good time on the **website** as a PDF file.

## 2.3 How secure are confidential project data?

The FFG processes the personal data of funding applicants and funding recipients provided by the data subjects as part of the application for funding and data collected by the FFG for the purpose of concluding the funding contract, and data generated by searches in the transparency portal according to Sec. 32 (5) of the Transparency Database Act (TDBG 2012) for the following purposes:

- Processing of the funding application and assessment of whether the general and specific funding requirements have been met,
- Conclusion of the funding contract and (if a funding contract has been concluded) compliance with the relevant contractual obligations, including but not limited to administration of the funding payments and monitoring of compliance with funding requirements,
- Compliance with statutory obligations, including but not limited to reporting obligations and control purposes in order to avoid double funding (i.e. Sec. 38 in conjunction with 18, 27, 28 ARR, as well as Sec. 12 FTFG and Sec. 9 FFG-G).

The legal basis of processing is therefore Art. 6 (1) (b) GDPR, i.e. performance of a contract, and Art 6 (1) (c) GDPR, i.e. compliance with legal obligations.

The personal data will be shared with the following institutions in compliance with legal obligations:

- the federal ministries as owners of the FFG, other contracting authorities for the management of funding measures (e.g. other federal ministries, regional governments, KLIEN)
- third parties, which may include the Court of Audit, EU bodies, and other federal or regional funding authorities.

External experts may be commissioned to evaluate projects in individual cases. Such experts act as processors on behalf of the FFG and are required to take technical and organisational measures to ensure data security and data confidentiality.

Project content and results may only be published (e.g. on the website or on social media forums) with the consent of the funding recipient (Art 6 (1) (a) GDPR) unless the FFG has a legal obligation to do so.

The FFG must also obtain the consent of the data subject for any other data use exceeding these provisions.

The FFG is under a legal obligation to maintain secrecy concerning company and project information pursuant to Sec. 9 (4) of the Austrian Research Promotion Agency Act (FFG-G, Federal Law Gazette BGBl. I No. 73/2004).

The FFG will ensure a level of security appropriate to the risk in terms of confidentiality, integrity, availability and resilience of the systems by implementing technical and organisational measures within the meaning of Art. 32 GDPR that are sufficient and appropriate for protecting the data against accidental or unlawful destruction, loss and unauthorised access.



Further information about ensuring the confidentiality and security of personal data during the course of the project is available in the eCall tutorial.

## 3 EXAMINATION AND EVALUATION OF THE TENDER

### 3.1 What is the formal check?

The evaluation process involves examining the tender for formal correctness and completeness, but not for content.

You will be notified of the result of the formal check within 4 weeks via an eCall message.

- If the formal criteria are not met and the deficiencies cannot be corrected, the application will not enter the subsequent steps of the procedure.
- If the deficiencies can be corrected, you may rectify these problems within a reasonable period of time.

Should it transpire after the formal check that incorrect information has been given, the funding application may also be removed from consideration at a subsequent point in the procedure.

The relevant **checklist** can be found in the Project Description template.

### 3.2 How is the evaluation procedure organised?

The documents submitted will be reviewed by national and international experts based on the criteria given in Chapter **Fehler! Verweisquelle konnte nicht gefunden werden..**

An evaluation committee will make a financing recommendation taking into account the written reviews.

It is possible to exclude reviewers (individuals or staff of particular organisations) in justified cases. eCall contains an entry field for this purpose.

### 3.3 Who makes the financing decision?

The financing decision will be made by the respective **principal** on the basis of the **recommendation made by the evaluation committee**. As a rule, the Austrian Research Promotion Agency (FFG) acts on behalf and for the account of the principal.

## 4 **PROCEDURE AFTER THE FINANCING DECISION**

### 4.1 **How is the contract concluded?**

The Contract for R&D Services will be made available for download once the call is open. The tender and the tender documents form an integral part of the Contract for R&D Services. Questions concerning the contract may be submitted within the specified time limit and will be answered in good time.

The Contract for R&D Services will be concluded with the FFG on behalf of one or more principals. The tenders will not be renegotiated in the course of contract preparation.

If required, the Contract for R&D Services may include conditions concerning the fundamental principles of transparency, equal treatment, non-discrimination and free and fair competition that must be met by the contractor.

The contract will be awarded by delivery of the Contract for R&D Services signed by the principal. The contract shall be deemed to be concluded upon return of the contract signed by the tenderer (which implies acceptance of any conditions specified therein). The subject matter of the contract is not renegotiable in order to ensure equal treatment of tenderers. If a tenderer or bidding consortium refuses to accept the contract the principal shall be entitled to award the contract to the tender next in line.

The original of the Contract for R&D Services must be duly signed and returned.

Upon conclusion of the contract, the single tenderer or bidding consortium becomes the contractor; **the “bidding consortium” is henceforth referred to as the “consortium”** and the terms "consortium partner" and "consortium leader" are used in the Contract for R&D Services.

## 4.2 Role of consortium leader

The consortium leader has the following tasks for the entire duration of the project:

- Project management
- Communication with the FFG and the project partners
- Examination of the reports and accounts submitted by the consortium partners

The consortium leader commits itself:

- to accept sole responsibility for managing and distributing the financing funds,
- to communicate any changes in good time,
- to submit reports and accounts according to the Contract for R&D Services. This also involves ensuring compliance with all contractually specified conditions.

This includes, for example, ensuring

- that all defined milestones (e.g. interim reports, parts of studies, presentations, other R&D services ...) are completed during or at the end of the project,
- that the project is in compliance with the approved cost and content,
- that the contractual specifications, legal provisions and guidelines are complied with.

## 4.3 How are the services remunerated?

The signing of the Contract for R&D Services by the principal and the contractor is a prerequisite for the payment of the instalments. If the tender has been submitted by a bidding consortium, all partners are required to sign; the “bidding consortium” thus becomes the “consortium”.

Once the services have been examined, they will be **remunerated** in instalments in accordance with the instalment scheme below (Table 1).

During the project, progress will be monitored by the FFG (if necessary with the support of experts) in the interim reports based on previously defined milestones, deliverables, work packages and a detailed time schedule.

The final report and the outcome report will be approved by the FFG (if necessary with the support of experts) at the end of the project. The principal will make all payments plus VAT, if applicable. For details see the **Contract for R&D Services** enclosed with each call.

**Table 1 FFG instalment scheme**

Project duration (months)	0 - 12	13 - 24	25 - 36
<b>Number of reports</b> (interim reports and/or final report)	1	2	3
<b>1<sup>st</sup> instalment</b> (% of contractual amount)	50 %	30 %	25 %
<b>2<sup>nd</sup> instalment</b> (% of contractual amount)		30 %	25 %
<b>3<sup>rd</sup> instalment</b> (% of contractual amount)			25 %
<b>Final instalment</b> (up to % of contractual amount)	50 %	40 %	25 %

The partial invoices for the 1<sup>st</sup>, 2<sup>nd</sup> and (if applicable) 3<sup>rd</sup> instalment must be uploaded by all consortium partners via eCall as part of reporting. The invoices for the 2<sup>nd</sup> and (if applicable) 3<sup>rd</sup> instalment must be uploaded together with the corresponding interim report.

When submitting the final reports (including final report, outcome report, publishable summary) each consortium partner must enclose a **final invoice including a breakdown of services** and costs of the entire project as a PDF file. The amount of the final instalment is the difference between the instalments already paid and the balance invoiced on the basis of work actually carried out taking into account the maximum remuneration.

The principal may examine the interim and final report for 60 days from receipt of the report. If the report must be revised due to deficient performance, the period of examination shall start anew upon resubmission of the revised report.



#### 4.4 What evidence of performance is required?

The services performed must be evidenced based on the performance agreement in accordance with the deadlines specified in the Contract for R&D Services. Such evidence may be provided, e.g., in the form of a report, a study, presentation, R&D service, etc.

The following reports must be submitted via the eCall system by the reporting deadlines specified in the Contract for R&D Services (the final report, outcome report and publishable summary must be **presented at the end of the project**):

- The **interim report** and **final report** are progress reports describing the progress and **activities** of the project in the reporting period. The reports must be prepared using the templates provided by the FFG.
- The **outcome report** to be submitted at the end of the project represents the agreed service, the resulting **content**. The report must clearly present the knowledge gained from the research & development activity. The outcome report will be published.
- The **publishable summary** includes a brief summary of the main results. The summary will be published.

Other uploads (e.g. presentation,...) may also form part of the reporting process. The contractor is also obliged to cooperate with the FFG and any government departments involved in order to **support public relations work**, if required. This includes in particular the provision of non-confidential information and image material for electronic dissemination portals and other media purposes.

For details see the Contract for R&D Services enclosed with each call.

## 4.5 How should changes to the project be communicated?

Any changes to contractual points such as project content, consortium partners, costs, deadlines or project period must be substantiated and submitted for approval:

- via eCall message
- in the interim or final report

All relevant documents should be uploaded as an attachment to the eCall message or sent by post. Any modifications to the contract parameters require the approval of the FFG.

Immediate notification is required for:

- changes at consortium partners such as new ownership structure or insolvency proceedings
- extension of the project period on a cost-neutral basis

The following changes should be communicated in the interim or final report:

- cost reallocations between partners

Cost reallocations must be substantiated.

## 4.6 Can the project period be extended?

If the project goals have not been achieved and the approved level of costs has not been exceeded, the project period may be extended on a cost-neutral basis in agreement with the principals.

The following requirements must be met:

- the contractors are not responsible for the delay
- the project content is still in accordance with the contract
- an eCall application for extension has been submitted within the approved project period

#### **4.7 What happens after the conclusion of the project?**

The work is examined during the course of the project on the basis of contractually stipulated milestones (e.g. interim report, part of a study, presentation, R&D service, ...) and with the support of experts, if required (as project supervisors, advisory board or similar).

Once the entire work has been completed, the contractor (or for consortia the consortium leader) delivers the agreed service in the contractually stipulated form at the end of the project for final approval and acceptance (e.g. final report, study, final presentation, R&D service, ...)

Prior to payment of the last instalment the service is examined according to the contractually stipulated specifications and with the support of experts, if required, and the final invoice including the breakdown of services and costs is reviewed.

The publishable summary and the outcome report will be published.

## 5 ANNEX

### 5.1 eCall terms

- The term **project manager** in eCall means **tenderer or bidding consortium leader**.
- The term **project data** in eCall means **tender data**.

## 5.2 Call milestones (up to first instalment)

