

Übersicht der wichtigsten Abweichungen in den Grant Agreements der Multilateralen Initiativen nach Art. 185 und 187 AEUV



Initiativen nach Art. 185:

Anmerkung:

EUREKA - Eurostars 2 und das **Active and Assisted Living Joint Programme (AAL)** verwenden **nationale Förderverträge** und scheinen daher in der Übersicht nicht auf.

Nähere Informationen zu den Abweichungen in beiden Programmen finden sich unter

https://www.ffg.at/sites/default/files/downloads/service/abweichende_regeln_art185_art187_v1-3_0.pdf.

Abweichungen, die alle Initiativen nach Art. 185 (EMPIR und EDCTP2) betreffen:

Vertragspartner ist die „IS“ (Implementation Structure) der Initiative – „the [Commission][Agency]“ wird jeweils durch „IS“ ersetzt

Abweichungen bei der **Terminologie**: zB Work Plan statt Work Programme, "EDCTP 2/EMPIR funding" statt „EU funding“

Art. 17, 41, 52, 55, 56, 58: das **Participant Portal** wird in den Initiativen nach Art. 185 nicht verwendet – Auswirkungen auf Vertragsunterzeichnung, Kommunikation, Reporting etc.; eigener Annex 7 für den Periodic Technical Report

Art. 21.2, 44.1, 44.1.2, 44.1.3, 50.2: kein **Garantiefonds** – entsprechende Regelungen fehlen

Art. 22, 42, 48, 49, 50: **Checks, Reviews und Audits** können sowohl durch die Implementation Structure als auch die EU-Kommission durchgeführt werden; es gibt keine Ausweitung der Erkenntnisse („extension of findings“)

Art. 36.1: Die Bestimmung, dass die EU-Kommission Informationen über die **Projektergebnisse** anderen EU-Einrichtungen, den EU-Mitgliedsstaaten und Assoziierten Staaten **zugänglich** machen muss, kommt nicht zur Anwendung

Art. 44.1, 45.3, 46.2, 57.2: **Entscheidungen** der Implementation Structure sind **nicht direkt vollstreckbar**

Art. 57.2: **Gerichtsstand**: Belgien; Option: Niederlande (EDCTP 2) bzw. Deutschland (EMPIR)

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European Metrology Programme for Innovation and Research (EMPIR)			
Multi-Beneficiary Model Grant Agreement for European Metrology Programme for Innovation and Research http://ec.europa.eu/research/participants/data/ref/h2020/other/mga/art185/h2020-mga-empir-multi_en.pdf			
Artikel GA	Abweichung EMPIR	H2020-Standardregelung	Erklärung
<i>Allgemeine Abweichungen der Art. 185-Initiativen (siehe oben)</i>			
Präambel	VertragspartnerIn: optionale Angabe „‘as ‘National Metrology Institute‘ (NMI)‘ ; ‘as ‘ Designated Institute‘ (DI)“	n/a	
6.2.E (a)	E. Indirect costs (...) Indirect costs are eligible if they are declared on the basis of the following flat-rates: (a) for NMIs or DIs: 5% of the eligible direct costs (...)	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 (...)	Indirekte Kosten für “National Metrology Institutes“ (NMI) und „Designated Institutes“ (DI): 5%
20.2	20.2 Reporting periods The action is divided into the following two ‘reporting periods’: (...)	20.2 Reporting periods The action is divided into the following ‘reporting periods’: (...)	Jedes Projekt hat zwei Berichtsperioden
20.2.a, 20.2.b	20.2a Request for a second pre-financing payment <i>[OPTION in case of two pre-financing payments: The coordinator may submit a request for a second pre-financing payment once 70% of the first pre-financing payment has been used. (...)]</i> 20.2b Request for a third pre-financing payment <i>[OPTION in case of three pre-financing payments: The coordinator may submit a request for a third pre-financing payment once 70% of the second pre-financing payment has been used. (...)]</i>	n/a	Optionen: zwei oder drei Vorfinanzierungsraten; die 2./3. Rate wird erst ausbezahlt, wenn 70% der vorherigen Rate verbraucht wurden Siehe auch: Art. 21.1, Annex 4(a) (“use of the previous pre-financing payment”)

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<p>20.3</p>	<p>20.3 Periodic report – Requests for interim payment (...) (b) a ‘periodic financial report’ containing: (...) (v) the method for allocating the amount to be paid to each beneficiary (see Article 21.7).</p>	<p>20.3 Periodic reports – Requests for interim payments n/a</p>	<p>Die Methode, nach der die Förderung zwischen den TeilnehmerInnen aufgeteilt wird, ist im Zwischenbericht anzugeben (Konsequenz der direkten Zahlungen an die TeilnehmerInnen)</p>
<p>21.1, 21.2, 21.3, 21.7</p>	<p>21.1 Payments to be made The following payments will be made to the beneficiaries: - [one] [a first] pre-financing payment; - [a second pre-financing payment, on the basis of the request for a second pre-financing payment (see Article 20.2a);] - [a third pre-financing payment, on the basis of the request for a third pre-financing payment (see Article 20.2b);] - one interim payment, on the basis of the request for interim payment (see Article 20.3), and - one payment of the balance, on the basis of the request for payment of the balance (see Article 20.4). 21.2 Pre-financing payment[s] – Amount –[OPTION: Pre-financing guarantees] The aim of the pre-financing is to provide the beneficiaries with a float. It remains the property of EURAMET until the payment of the balance. <i>[OPTION 1 in the case of two pre-financing payments instead of a financial guarantee: (...)]</i> <i>[OPTION 2 in the case of three pre-financing payments instead of a financial guarantee: (...)]</i></p>	<p>21.1 Payments to be made The following payments will be made to the coordinator: - one pre-financing payment; - one or more interim payments, on the basis of the request(s) for interim payment (see Article 20), and - one payment of the balance, on the basis of the request for payment of the balance (see Article 20). Optionen: n/a</p>	<p>Optionen für die Vorfinanzierung:</p> <ul style="list-style-type: none"> • 2 Raten, • 3 Raten, • 1 Rate + Bankgarantie/ Bürgschaft von jenen TeilnehmerInnen, die nicht NMI/DI sind

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<p><i>[OPTION 3 in the case of one pre-financing payment and financial guarantees: (...)]</i> <i>[OPTION for beneficiaries other than NMI and DI when a financial guarantee is requested] (c) for [insert the short name(s) of the beneficiary(ies)], the receipt of a financial guarantee of an amount equal to [its] [their] share of the pre-financing. This financial guarantee must fulfil the following conditions:</i> <i>(i) it is provided by a bank or an approved financial institution or – if requested by the beneficiary and accepted by EURAMET– by a third party;</i> <i>(ii) the guarantor stands as first-call guarantor and does not require EURAMET to first have recourse against the principal debtor (i.e. the beneficiary concerned), and</i> <i>(iii) it explicitly remains in force until the payment of the balance and, if payment of the balance takes the form of recovery, until three months after the debit note is notified to a beneficiary. EURAMET will release the guarantee within the following month.]</i></p> <p>21.3 Interim payment – Amount – Calculation (...) Limit to 85% of the maximum grant amount (...)</p> <p>21.7 Payments to the beneficiaries Payments will be made to each beneficiary. The amount due as [first] pre-financing payment will be allocated to each beneficiary according to its pro</p>	<p>21.3 Interim payments – Amount – Calculation (...) Limit to 90% of the maximum grant amount (...)</p> <p><i>Anmerkung: 5% der Förderung gehen direkt an den Garantiefonds, daher werden max. 85% ausbezahlt</i></p> <p>21.7 Payments to the coordinator – Distribution to the beneficiaries Payments will be made to the coordinator. Payments to the coordinator will discharge the [Commission][Agency] from its payment obligation.</p>	<p>Voraussetzungen für die Bankgarantie/Bürgschaft</p> <p>Die Zwischenzahlung darf max. 85% der Förderung betragen</p> <p>Die Förderung wird direkt an die TeilnehmerInnen überwiesen</p> <p>Siehe auch Art. 20.3</p>
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	<p><i>rata share of the estimated eligible costs</i> as defined in the estimated budget breakdown indicated in Annex 2. The amount due as <i>[second [and third] pre-financing payment]</i>, interim payment and payment of the balance will be allocated to each beneficiary according to the allocation method provided by the coordinator together with the request for payment. Payments to the beneficiaries according to this method will discharge EURAMET from its payment obligation.]</p>	<p>The coordinator must distribute the payments between the beneficiaries without unjustified delay. (...)</p>	
41.2	<p>41.2 Internal division of roles and responsibilities (...) (b) The coordinator must: (...) (v) und (vi): not applicable</p>	<p>41.2 Internal division of roles and responsibilities (...) (b) The coordinator must: (...) (v) ensure that all payments are made to the other beneficiaries without unjustified delay (see Article 21); (vi) inform the [Commission][Agency] of the amounts paid to each beneficiary, when required under the Agreement (see Articles 44 and 50) or requested by the [Commission][Agency]. (...)</p>	<p>Konsequenz der direkten Zahlungen an die TeilnehmerInnen</p>
44.1.1, 44.1.2, 44.1.3	<p>44.1.1 Recovery after termination of a beneficiary's participation Not applicable</p>	<p>44.1.1 Recovery after termination of a beneficiary's participation (...) If payment is not made by the date specified in the debit note, the [Agency or the] Commission will recover the amount: (a) by 'offsetting' it (...) b) [OPTION 1 if Article 14 applies and joint and several liability has been requested by the [Commission] [Agency]: (...)] by holding the third party liable (...) c) by taking legal action (see Article 57) or by adopting an enforceable decision (...)</p>	<p>Rückforderung nach Beendigung der Teilnahme eines/r Teilnehmers/in: H2020-Regel nicht anwendbar</p>

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	<p>44.1.2 Recovery at payment of the balance If the payment of the balance takes the form of a recovery (see Article 21.4), EURAMET will formally notify a ‘pre-information letter’ to the coordinator with copy for information to all the other beneficiaries. The ‘pre-information letter’ must:</p> <ul style="list-style-type: none"> - inform the coordinator of its intention to recover, the amount due as the balance and the reasons why; and - invite the coordinator to submit observations on behalf of all the beneficiaries within 30 days of receiving notification. <p>If no observations are submitted or EURAMET decides to pursue recovery despite the observations it has received, EURAMET will confirm recovery to the coordinator and to the beneficiaries and will: (...)</p>	<p>44.1.2 Recovery at payment of the balance If the payment of the balance takes the form of a recovery (see Article 21.4), the <i>[Commission]</i><i>[Agency]</i> will formally notify a ‘pre-information letter’ to the coordinator:</p> <ul style="list-style-type: none"> - informing it of its intention to recover, the amount due as the balance and the reasons why; - specifying that it intends to deduct the amount to be recovered from the amount retained for the Guarantee Fund; - requesting the coordinator to submit a report on the distribution of payments to the beneficiaries within 30 days of receiving notification, and - inviting the coordinator to submit observations within 30 days of receiving notification. <p>If no observations are submitted or the <i>[Commission]</i><i>[Agency]</i> decides to pursue recovery despite the observations it has received, it will confirm recovery (together with the notification of amounts due; see Article 21.5) and:</p> <ul style="list-style-type: none"> - pay the difference between the amount to be recovered and the amount retained for the Guarantee Fund, if the difference is positive or formally notify to the coordinator a debit note for the difference between the amount to be recovered and the amount retained for the Guarantee Fund, if the difference is negative. This note will also specify the terms and the date for payment. <p>If the coordinator does not repay the <i>[Commission]</i><i>[Agency]</i> by the date in the debit note and has not submitted the report on the distribution of payments: the <i>[Agency or the]</i> Commission will recover the</p>	<p>Abweichende Regelungen für Rückforderung bei/nach der Schlusszahlung (da nicht auf den Garantiefonds zurückgegriffen werden kann):</p> <ul style="list-style-type: none"> • gegenüber TeilnehmerInnen, die nicht NMI/ DI sind: Geltendmachung des Garantieanspruchs/der Bürgschaft • gegenüber NMI oder DI: Geltendmachung der gemeinsamen Haftung aller NMI und DI (begrenzt auf die Höhe der eigenen Förderung)
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	<p>If payment is not made by the date specified in the debit note, EURAMET will recover the amount:</p> <p>(a) by offsetting it (...)</p> <p>(b) If the beneficiary is an NMI or a DI, by holding the other NMIs or DIs beneficiaries jointly and severally liable, up to the maximum EMPIR contribution indicated, for the beneficiary held liable, in the estimated budget (as last amended) (see Annex 2);</p> <p>(c) [OPTION to be used if EURAMET requires a prefinancing guarantee: by drawing on the financial guarantee (see Article 21.2)][OPTION: Not applicable];</p> <p>(d) [OPTION if Article 14 applies and joint and several liability has been requested by EURAMET: if a linked third party has accepted joint and several liability (see Article 14), by holding the third party liable up to the maximum EMPIR contribution indicated, for the linked third party, in the estimated budget (see Annex 2) and/or][OPTION 2: Not applicable]</p> <p>(e) by taking legal action (see Article 57). (...)</p> <p>44.1.3 Recovery of amounts after payment of the balance: <i>Regelungen des Art. 44.1.2 gelten sinngemäß</i></p>	<p>amount set out in the debit note from the coordinator (see below).</p> <p>If the coordinator does not repay the <i>[Commission]</i> <i>[Agency]</i> by the date in the debit note, but has submitted the report on the distribution of payments: the <i>[Commission]</i><i>[Agency]</i> will: (...)</p> <p>If payment is not made by the date specified in the debit note, the <i>[Commission]</i><i>[Agency]</i> will recover the amount:</p> <p>(a) by offsetting it (...)</p> <p>(b) by drawing on the Guarantee Fund. The <i>[Agency or the]</i> Commission will formally notify the beneficiary concerned the debit note on behalf of the Guarantee Fund and recover the amount: (i) [OPTION 1 if Article 14 applies and joint and several liability has been requested (...)] (ii) by taking legal action (see Article 57) or by adopting an enforceable decision under Article 299 of the Treaty on the Functioning of the EU (TFEU) [, <i>Article 106a of the Euratom Treaty</i>] and Article 79(2) of the Financial Regulation No 966/2012. (...)</p> <p>44.1.3 Recovery of amounts after payment of the balance: <i>Regelungen des Art. 44.1.2 gelten sinngemäß</i></p>	
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Annex 4a	STATEMENT ON THE USE OF THE [FIRST][SECOND] PRE-FINANCING INSTALMENT <i>(To be filled out by the coordinator)</i> The undersigned [Name of the authorised representative]: - declares that 70% of the [first][second] pre-financing instalment (...) have been used, - declares that this is based on substantiated data (bank slip/treasury account) provided by each beneficiary, - requests a [second][third] pre-financing payment of EUR [insert amount] (...)	n/a	Optionaler Annex 4a: Bestätigung über die Verwendung der 1./2. Vorfinanzierungsrate (Raten werden erst ausgezahlt, wenn 70% der vorherigen Rate verbraucht wurden)
Second European and Developing Countries Clinical Trials Partnership Programme (EDCTP2) Multi-Beneficiary Grant Agreement for Second European and Developing Countries Clinical Trials Partnership Programme http://ec.europa.eu/research/participants/data/ref/h2020/other/mga/art185/h2020-mga-edctp-multi_en.pdf			
Artikel GA	Abweichung EDCTP2	H2020-Standardregelung	Erklärung
<i>Allgemeine Abweichungen der Art. 185-Initiativen (siehe oben)</i>			
7.1	7.1 General obligation to properly implement the action The beneficiaries must implement the action as described in Annex 1 and in compliance with the provisions of the Agreement and all legal obligations under applicable EU, international and national law as well as the standards on good clinical practice adopted by the International Conference on Harmonisation of Technical Requirements for Registration of Pharmaceuticals for Human Use ("ICH GCP Guidelines").	7.1 General obligation to properly implement the action The beneficiaries must implement the action as described in Annex 1 and in compliance with the provisions of the Agreement and all legal obligations under applicable EU, international and national law.	"ICH GCP Guidelines" müssen eingehalten werden
20.3	20.3 Periodic reports – Requests for interim payments (...)	20.3 Periodic reports – Requests for interim payments Option: n/a	Wenn die Zahlungen direkt an die TeilnehmerInnen überwiesen werden, ist die

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	<p><i>[OPTION to be used if payments made directly to the beneficiaries:</i> (v) the method for allocating the amount to be paid to each beneficiary (see Article 21.7).]</p>		<p>Methode zur Aufteilung der Förderung im Zwischenbericht anzugeben</p>
<p>21.1, 21.2, 21.3</p>	<p>21.1 Payments to be made The following payments will be made to <i>[OPTION 1 to be used if payments made to the coordinator: the coordinator:] [OPTION 2 to be used if payments made directly to beneficiaries: each beneficiary:] (...)</i></p> <p>21.2 Pre-financing payment – Amount – <i>[OPTION: Pre-financing guarantees]</i> (...) - <i>[OPTION to be used if the EDCTP Association requires a pre-financing guarantee: for [insert the short name(s) of the beneficiary(ies)], the receipt of a financial guarantee of an amount equal to [OPTION to be used if payments made to the coordinator: insert amount] [OPTION to be used if payments made directly to the beneficiaries: [its] [their] share of the pre-financing].</i></p> <p><i>This financial guarantee must fulfil the following conditions:</i> (a) it is provided by a bank or an approved financial institution or – if requested by the beneficiary and accepted by the EDCTP Association – by a third party; (b) the guarantor stands as first-call guarantor and does not require the EDCTP Association to first have recourse against the principal debtor (i.e. the beneficiary concerned), and (c) it explicitly remains in force until the payment of the balance and, if payment of the balance takes the</p>	<p>21.1 Payments to be made The following payments will be made to the coordinator: (...) Optionen: n/a</p> <p>21.2 Pre-financing payment – Amount – Amount retained for the Guarantee Fund Optionen: n/a</p>	<p>Option für direkte Überweisung der Förderung an die TeilnehmerInnen (wird diese Option verwendet, müssen zusätzliche Optionen in Art. 21.2, 21.3, 21.7, 21.8 und 44.1.2 aktiviert werden)</p> <p>Optionale Bankgarantie/ Bürgschaft (Höhe der Vorfinanzierung)</p>

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	<p><i>form of recovery, until three months after the debit note is notified to a beneficiary. The EDCTP Association will release the guarantee within the following month.]</i></p> <p>21.3 Interim payments – Amount – Calculation (...) Limit to (...) <i>[OPTION 2 to be used by the EDCTP Association in exceptional cases and following an assessment of the financial risk and the technical implementation of the action: [...]]%</i> of the maximum grant amount (...)</p>	<p>21.3 Interim payments – Amount – Calculation (...) Limit to 90% of the maximum grant amount (...)</p>	<p>Für die Zwischenzahlungen kann ausnahmsweise ein Limit von unter 90% vorgesehen werden</p>
<p>44.1.2</p>	<p>44.1.2 Recovery at payment of the balance (...) If payment is not made by the date specified in the debit note, the EDCTP Association will recover the amount: (a) by offsetting it (...) (b) [OPTION 1 to be used if the EDCTP Association requires a pre-financing guarantee: by drawing on the financial guarantee (see Article 21.2)] [OPTION 2: not applicable] (c) [OPTION 1 to be used if Article 14 applies and joint and several liability has been requested by the EDCTP Association: if a linked third party has accepted joint and several liability (see Article 14), by holding the third party liable up to the maximum EDCTP2 contribution indicated, for the linked third party, in the estimated budget (see Annex 2) and/or] [OPTION 2: not applicable] (d) by taking legal action (see Article 57). (...)</p>	<p>44.1.2 Recovery at payment of the balance (...) If payment is not made by the date specified in the debit note, the [Commission]/[Agency] will recover the amount: (a) by offsetting it (...) (b) by drawing on the Guarantee Fund. The [Agency or the] Commission will formally notify the beneficiary concerned the debit note on behalf of the Guarantee Fund and recover the amount: (i) [OPTION 1 if Article 14 applies and joint and several liability has been requested (...)] (ii) by taking legal action (see Article 57) or by adopting an enforceable decision under Article 299 of the Treaty on the Functioning of the EU (TFEU) [, Article 106a of the Euratom Treaty] and Article 79(2) of the Financial Regulation No 966/2012. (...)</p>	<p>Abweichende Regelungen für Rückforderung bei/nach der Schlusszahlung (da nicht auf den Garantiefonds zurückgegriffen werden kann): Geltendmachung der Bankgarantie/Bürgschaft</p>

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Initiativen nach Art. 187:

Abweichungen, die alle Initiativen nach Art. 187 (ECSEL JU, CS2, FCH 2 JU, BBI JU, IMI 2 JU, SJU, S2R JU) betreffen:

Vertragspartner ist das Joint Undertaking (JU) der Initiative – „the [Commission][Agency]“ wird jeweils durch „Joint Undertaking“ ersetzt

Abweichungen bei der Terminologie: zB Work Plan statt Work Programme, "JU funding" statt „EU funding“

Art. 22: Checks und Reviews werden nur durch das JU durchgeführt, Audits können sowohl durch das JU als auch die EU-Kommission durchgeführt werden

Art. 36.1: Die Bestimmung, dass die EU-Kommission Informationen über die Projektergebnisse anderen EU-Einrichtungen, den EU-Mitgliedsstaaten und Assoziierten Staaten zugänglich machen muss, kommt nicht zur Anwendung

Art. 44.1, 45.3, 46.2, 57.2: Entscheidungen des JU sind nicht direkt vollstreckbar

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Electronic Components and Systems for European Leadership (ECSEL JU):

Multi-Beneficiary Model Grant Agreement for ECSEL Joint Undertaking

http://ec.europa.eu/research/participants/data/ref/h2020/other/mga/jtis/h2020-mga-ecsel_en.pdf

Artikel GA	Abweichung ECSEL JU	H2020-Standardregelung	Erklärung
<i>Allgemeine Abweichungen der Art. 187-Initiativen (siehe oben)</i>			
4.2	<p>4.2 Budget transfers The estimated budget breakdown indicated in Annex 2 may be adjusted – without an amendment (see Article 55) – by transfers of amounts between budget categories and/or forms of costs (...)</p> <p>In addition, the estimated budget breakdown indicated in Annex 2 may not be adjusted by transfers of amounts between beneficiaries. This requires in all cases an amendment according to Article 55.</p>	<p>4.2 Budget transfers The estimated budget breakdown indicated in Annex 2 may be adjusted – without an amendment (see Article 55) – by transfers of amounts between beneficiaries, budget categories and/or forms of costs (...)</p>	Für Budgetumschichtungen zwischen den TeilnehmerInnen ist eine Vertragsänderung erforderlich
5.2	<p>5.2 Form of grant, reimbursement rates and forms of costs The grant reimburses the action’s eligible costs (see Article 6) (‘reimbursement of eligible costs grant’) according to the following reimbursement rates (see Annex 2):</p> <ul style="list-style-type: none"> - for beneficiaries established in [insert Participating country having entrusted the JU with the implementation and payment of its contributions]: [insert percentage]% of the eligible costs of the beneficiaries [and linked third parties] that are SMEs or natural persons, [insert percentage]% of the eligible costs of the beneficiaries [and linked third parties] that are for-profit private entities other than SMEs, 	<p>5.2 Form of grant, reimbursement rates and forms of costs The grant reimburses [OPTION 1 for research and innovation actions (RIA) and coordination and support actions (CSA): 100 % of the action’s eligible costs] [OPTION 2 for innovation actions (IA): 100% of the eligible costs for beneficiaries [and linked third parties] that are non-profit legal entities and 70% of the eligible costs for beneficiaries [and linked third parties] that are profit legal entities] [OPTION 3 for exceptional cases if foreseen in the work programme: [OPTION A for RIA and CSA: [... %] of the action’s eligible costs] [OPTION B for IA: [... %] of the eligible costs for beneficiaries [and linked third parties] that are non-profit legal entities and [... %] of</p>	<p>Unterschiedliche Fördersätze für (1) KMU/natürliche Personen, (2) For-Profit-Organisationen (keine KMU) und (3) Sonstige; die anzuwendende Förderquote wird im Work Plan festgelegt</p> <p>Regelung für TeilnehmerInnen aus Staaten, die das JU mit der Verwaltung und Auszahlung der Förderung betraut haben: die Förderquote ist die</p>

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	<p>[insert percentage]% of the eligible costs of the other beneficiaries <i>[and linked third parties]</i>, (...) [same for each Participating country having entrusted the JU with the implementation and payment of its contributions] <i>- for beneficiaries established in countries other than Participating countries having entrusted the JU with the implementation and payment of their contributions:</i> [insert percentage]% of the eligible costs of the beneficiaries <i>[and linked third parties]</i> that are SMEs or natural persons, [insert percentage]% of the eligible costs of the beneficiaries <i>[and linked third parties]</i> that are for-profit private entities other than SMEs, [insert percentage]% of the eligible costs of the other beneficiaries <i>[and linked third parties]</i>. (...)</p>	<p><i>the eligible costs for beneficiaries [and linked third parties] that are profit legal entities]]</i> (see Article 6) ('reimbursement of eligible costs grant') (see Annex 2). (...)</p>	<p>Summe aus der Quote des JU und der nationalen Quote.</p>
<p>Clean Sky 2 (CS2): Multi-Beneficiary Model Grant Agreement for Members Clean Sky 2 Joint Undertaking http://ec.europa.eu/research/participants/data/ref/h2020/other/mga/jtis/h2020-mga-cleansky_en.pdf</p>			
Artikel GA	Abweichung CS2	H2020-Standardregelung	Erklärung
<p>Allgemeine Abweichungen der Art. 187-Initiativen (siehe oben)</p>			
<p>Präambel</p>	<p>Projekttypen (Definitionen in der Fußnote): 'IADP' means any of the Innovative Aircraft Demonstration Platforms listed in Article 11 of the Statutes, Annex I to Council Regulation (EU) No 558/2014 of 6 May 2014 (OJ L 169/77).</p>	<p>n/a</p>	<p>Definition der Projekttypen</p>

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	<p>'ITD' means any of the Integrated Technology Demonstrators listed in Article 11 of the Statutes, Annex I to Council Regulation (EU) No 558/2014 of 6 May 2014 (OJ L 169/77).;</p> <p>'Transverse Activities' (TAs) means actions with relevance across several ITDs and/or IADPs and requiring coordination and management across the ITDs and/or IADPs for the optimal delivery of the overall objectives of Clean Sky 2 Joint Undertaking.</p>		
25.5	<p>25.5 Access rights for third parties (...) <i>[OPTION 3 for complementary grants if foreseen in the work plan: A beneficiary must, when assigned as topic manager in a call for proposals – under the conditions set out in Article 25.2 and Article 25.3 – give access to its background to the complementary beneficiaries selected to implement the action under this call for proposals.</i></p> <p>Fußnote: Beneficiaries when assigned as topic manager in a call for proposals shall enjoy equivalent access rights to the background generated by the beneficiary of a complementary grant which shall be set out in the complementary grant agreement.</p>	<p>25.5 Access rights for third parties Option: n/a</p>	<p>Option für „Complementary Grants“: Topic ManagerInnen müssen den TeilnehmerInnen von Complementary Grants Zugangsrechte zu Background gewähren</p>
31.6	<p>31.6 Access rights for third parties <i>[OPTION 1a for complementary grants if foreseen in the work plan: A beneficiary must, when assigned as topic manager in a call for proposals – under the conditions set out in Article 31.2 and Article 31.3 – give access to its results to the complementary beneficiary selected to implement the action under this call for proposals.] (...)</i></p>	<p>31.6 Access rights for third parties <i>[OPTION 1a for additional access rights for complementary grants if foreseen in the work programme: The beneficiaries must give – under the conditions set out in Article 31.2 and 31.3 – access to their results to complementary beneficiaries, for the purposes of the complementary grant agreement(s) (see Article 2).] (...)</i></p>	<p>Option für “Complementary Grants“: Topic ManagerInnen (laut Call-Text) müssen den TeilnehmerInnen von Complementary Grants Zugangsrechte zu Ergebnissen gewähren</p>

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	<p>Fußnote: Beneficiaries when assigned as topic manager in a call for proposals shall enjoy equivalent access rights to the results generated by the beneficiary of the complementary grant which shall be set out in the complementary grant agreement.</p>		
<p>41.2, 41.4</p>	<p>41.2 Internal division of roles and responsibilities (...) <i>[OPTION for complementary grants if foreseen in the work plan:</i> <i>(i) when assigned as topic manager in a call for proposals in view of complementary grants, monitor that the activities of the complementary beneficiary are properly technically implemented;</i> <i>(ii) when assigned as topic manager in a call for proposals in view of complementary grants, assess the technical reports submitted by the complementary beneficiary to the JU and submit its opinion to the JU by 30 days from receipt of the said technical report by the JU;</i> <i>(iii) ensure necessary exchange of information and data across the ITDs/IADPs/TAs according to the mechanisms agreed between the ITDs/IADPs/TA and the Technology Evaluator.] (...)</i></p> <p>41.4 Relationship with complementary beneficiaries <i>[OPTION 1 for complementary grants if foreseen in the work plan:</i> <i>The beneficiaries must conclude a written ‘consortium or implementation agreement’ with the complementary beneficiaries selected by calls for proposals for the implementation of the complementary grant agreement, covering for among others:</i></p>	<p>41.2 Internal division of roles and responsibilities Option: n/a</p> <p>41.4 Relationship with complementary beneficiaries – Collaboration agreement <i>[OPTION 1 for complementary grants if foreseen in the work programme: The beneficiaries must conclude a written ‘collaboration agreement’ with the complementary beneficiaries to coordinate the work under the Agreement and the complementary grant agreement(s) (see Article 2), covering for instance: - efficient decision making processes and - settlement of disputes.</i></p>	<p>Abweichende Regeln für “Complementary Grants”: z.B. Aufgaben des/r “Topic Managers/in”, Abweichungen beim „Consortium or Implementation Agreement“ (H2020: „Collaboration Agreement“)</p>

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	<ul style="list-style-type: none"> - <i>rights and obligations of the parties;</i> - <i>efficient decision making processes;</i> - <i>organisation and coordination of the work;</i> - <i>division of roles and responsibilities;</i> - <i>exploitation and dissemination of results;</i> - <i>liability;</i> - <i>settlement of disputes.</i> <p><i>The consortium/Implementation Agreement must not contain any provision contrary to this Agreement. The beneficiaries must share the technical reports (see Article 20.3 and 20.4). The confidentiality obligations in Article 36 apply.] (...)</i></p>	<p><i>The collaboration agreement must not contain any provision contrary to the Agreement.</i></p> <p><i>The beneficiaries and complementary beneficiaries must create and participate in common boards and advisory structures to decide on collaboration and synchronisation of activities, including on management of outcomes, common approaches towards standardisation, SME involvement, links with regulatory and policy activities, and commonly shared dissemination and awareness raising activities.</i></p> <p><i>The beneficiaries must give access to their results to the complementary beneficiaries, for the purposes of the complementary grant agreement(s) (see Article 31.6).</i></p> <p><i>The beneficiaries must share the technical reports (see Article 20.3 and 20.4). The confidentiality obligations in Article 36 apply.] (...)</i></p>	
<p>Fuel Cells and Hydrogen 2 (FCH 2 JU):</p> <p>Multi-Beneficiary Model Grant Agreement for Fuel Cells and Hydrogen 2 Joint Undertaking http://ec.europa.eu/research/participants/data/ref/h2020/other/mga/jtis/h2020-mga-fch_en.pdf</p>			
<p><i>Allgemeine Abweichungen der Art. 187-Initiativen (siehe oben)</i></p>			
<p>Bio-Based Industries (BBI JU):</p> <p>Multi-Beneficiary Model Grant Agreement for Bio-Based Industries Joint Undertaking http://ec.europa.eu/research/participants/data/ref/h2020/other/mga/jtis/h2020-mga-bbi_en.pdf</p>			
Artikel GA	Abweichung BBI JU	H2020-Standardregelung	Erklärung

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<i>Allgemeine Abweichungen der Art. 187-Initiativen (siehe oben)</i>			
6.2.A.5	[OPTION to be used for innovation actions: 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 2a 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 2a multiplied by the number of actual hours worked on the action.	Kosten von natürlichen Personen ohne Gehalt sind nur in Innovation Actions förderfähig
Innovative Medicines Initiative 2 (IMI 2 JU):			
Multi-Beneficiary Model Grant Agreement for Innovative Medicines Initiative 2 Joint Undertaking http://ec.europa.eu/research/participants/data/ref/h2020/other/mga/jtis/h2020-mga-imi_en.pdf			
Artikel GA	Abweichung IMI 2 JU	H2020-Standardregelung	Erklärung
<i>Allgemeine Abweichungen der Art. 187-Initiativen (siehe oben)</i>			
5.3.3	5.3.3 Step 3 – Reduction due to the no-profit rule (...) The following are considered receipts : (a) income generated by the action (...) (b) financial contributions to the beneficiary (...) specifically to be used for the action, given by: (i) a third party or (ii) a beneficiary not receiving JU funding which is: - a JU member or a constituent or affiliated entity of a JU member or - a JU associated partner or a constituent or affiliated entity of a JU associated partner , and (c) in-kind contributions provided by third parties free of charge (...)	5.3.3 Step 3 – Reduction due to the no-profit rule (...) The following are considered receipts : (a) income generated by the action (...) (b) financial contributions given by third parties to the beneficiary (...) specifically to be used for the action, and (c) in-kind contributions provided by third parties free of charge (...)	Als Einnahmen gelten auch finanzielle Zuwendungen von anderen TeilnehmerInnen, die selbst keine Förderung erhalten und entweder Mitglieder/assoziierte PartnerInnen des JU oder rechtlich nicht selbständige Einheiten/verbundene Unternehmen eines/r Mitglieds/assoziierten Partners/in des JU sind
6.2.A.5	A.5 Costs of ‘beneficiaries that are natural persons’ Not applicable.	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	Kosten von natürlichen Personen ohne Gehalt sind nicht förderfähig.

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		Annex 2a multiplied by the number of actual hours worked on the action.	
24a	<p>ARTICLE 24a — TRANSFER AND LICENSING OF BACKGROUND Each beneficiary remains free to license, transfer or otherwise dispose of its ownership rights in background, subject to any rights and obligations under this Agreement and the consortium agreement.</p> <p>Where a beneficiary transfers ownership of background, it must pass on its obligations specified under this 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>A beneficiary may, without the consent of the other beneficiaries but provided that the other beneficiaries are informed without undue delay and that the transferee agrees in writing to be bound by this Agreement and the consortium agreement, transfer its background to any of the following:</p> <ul style="list-style-type: none"> (a) its affiliated entity, (b) any purchaser of all or a substantial amount of its relevant assets, and (c) any successor entity resulting from the merger with or consolidation of such a beneficiary. <p>The delay referred to in the third subparagraph must be agreed by the beneficiaries in the consortium agreement.</p>	n/a	Explizite Regelung betreffend Übertragung/Lizensierung von Background (H2020: keine ausdrückliche Regelung, aber Zugangsrechte dürfen nicht beeinträchtigt werden)
25.1, 25.2, 25.3, 25.4	<p>25.1 Exercise of access rights — Waiving of access rights — No sub-licensing To exercise access rights, this must first be requested in writing (‘request for access’).</p>	<p>25.1 Exercise of access rights — Waiving of access rights — No sub-licensing To exercise access rights, this must first be requested in writing (‘request for access’).</p>	

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	<p>‘Access rights’ means rights to use results or background under the terms and conditions laid down in this Agreement.</p> <p>Waivers of access rights are not valid unless in writing.</p> <p>Unless agreed otherwise, access rights do not include the right to sub-license. However, any legal entity that enjoys access rights in order to complete the action or for research use (see Article 25.3) may authorize another legal entity to exercise those rights on its behalf, provided that the following conditions are fulfilled:</p> <p>(a) the legal entity that enjoys access rights is liable for the acts of the other legal entity as if those acts had been performed by this former legal entity;</p> <p>(b) access rights granted to the other legal entity do not include the right to sub-license.</p> <p>25.2 Access rights for other beneficiaries, for implementing their own tasks under the action</p> <p>During the action, the beneficiaries enjoy (unless prevented or restricted from doing so by obligations to others, which exist at the date of accession to this Agreement) access rights to the background of the other beneficiaries, solely for the purpose and to the extent necessary for undertaking and completing the action.</p> <p>Such access must be granted on a royalty-free basis.</p>	<p>‘Access rights’ means rights to use results or background under the terms and conditions laid down in this Agreement.</p> <p>Waivers of access rights are not valid unless in writing.</p> <p>Unless agreed otherwise, access rights do not include the right to sub-license.</p> <p>25.2 Access rights for other beneficiaries, for implementing their own tasks under the action</p> <p>The beneficiaries must give each other access — on a royalty-free basis — to background needed to implement their own tasks under the action, unless the beneficiary that holds the background has — before acceding to the Agreement —</p> <p>(a) informed the other beneficiaries that access to its background is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel), or</p> <p>(b) agreed with the other beneficiaries that access would not be on a royalty-free basis.</p>	<p>Jede Rechtsperson, die Zugangsrechte für „Research Use“ nach Art. 25.3 hat, kann jede andere Rechtsperson berechtigen, diese Zugangsrechte an ihrer Stelle auszuüben</p>
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	<p>25.3 Access rights for other beneficiaries and their affiliated entities, for exploiting results The following definitions as regards exploitation shall apply:</p> <p>(a) '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, demographic change and well-being referred to in Regulation (EU) No 1291/2013.</p> <p>(b) 'direct exploitation' means developing results for commercialization, including through clinical trials, or commercializing results themselves.</p> <p>During and after completion of the action, beneficiaries and their affiliated entities enjoy (unless prevented or restricted from doing so by obligations to others which exist at the date of accession to this Agreement) access rights to the background of the other beneficiaries, only to the extent reasonably required for the purpose of the research use of results.</p> <p>Such access rights for research use must 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).</p>	<p>25.3 Access rights for other beneficiaries, for exploiting their own results The beneficiaries must give each other access — under fair and reasonable conditions — to background needed for exploiting their own results, unless the beneficiary that holds the background has — before acceding to the Agreement — informed the other beneficiaries that access to its background is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel).</p> <p>'Fair and reasonable conditions' 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.</p> <p>Requests for access may be made — unless agreed otherwise — up to one year after the period set out in Article 3.</p>	<p>Definition „Research Use“ und „Direct Exploitation“; Zugangsrechte nur für „Research Use“; Fristen sind im Konsortialvertrag zu vereinbaren (H2020: Zugangsrechte zu Ergebnissen für verbundene Unternehmen sind in einem eigenen Absatz geregelt und können im Konsortialvertrag ausgeschlossen werden)</p>
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<p>Beneficiaries 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.</p> <p>Where direct exploitation by a beneficiary or third party, requires background necessary to use results owned by another beneficiary, the access rights may be negotiated between the parties involved.</p> <p>Beneficiaries must agree in the consortium agreement on a time-limit in respect of requests for access.</p> <p>25.4 Access rights for third parties After completion of the action, (unless prevented or restricted from doing so by obligations to others which exist at the date of accession to this Agreement) third parties have the right to request and receive access rights to the background of the beneficiaries, only to the extent reasonably required for the purpose of the research use of results. Such access rights must be granted on a non-exclusive basis, under conditions considered appropriate by the owner of the background and the third party concerned.</p> <p>Before the signature of this Agreement or when identifying and agreeing on background (see Article 24) thereafter, a beneficiary may identify specific elements of the background and provide a reasoned request to the JU Programme office that such elements must be wholly or partially, excluded from the obligations referred to in the first subparagraph. The JU</p>	<p>25.4 Access rights for affiliated entities n/a</p>	<p>Alle Dritten haben nach Projektende zu angemessenen Bedingungen Zugangsrechte zu Background-Forschungszwecken (“Research Use”); in seltenen Ausnahmefällen kann das JU eine Ausnahme gewähren, die im Grant Agreement vereinbart wird</p>
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	<p>Programme office will only grant such request in exceptional circumstances and in making its decision will consider the objectives referred to in Article 2 of Regulation (EU) No 557/2014, the tasks of JU referred to in its statutes and the legitimate interests of the beneficiary concerned. It may grant such request on conditions agreed with the beneficiary. Any exceptions must be included in this Agreement and cannot be changed unless such change is permitted by this Agreement.</p> <p>Beneficiaries must agree in the consortium agreement on a time-limit in respect of requests for access. (...)</p>		
<p>26.1</p>	<p>26.1 Ownership by the beneficiary that generates the results Results are owned by the beneficiary that generates them.</p> <p>‘Results’ means any (tangible or intangible) output of the action such as data, knowledge or information – whatever its form or nature, whether it can be protected or not – that is generated in the action, as well as any rights attached to it, including intellectual property rights.</p> <p>Results do not include any sideground, defined as tangible or intangible output generated by a beneficiary 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 this Agreement and which therefore are not needed for implementing the action or for research use of results.</p>	<p>26.1 Ownership by the beneficiary that generates the results Results are owned by the beneficiary that generates them.</p> <p>‘Results’ means any (tangible or intangible) output of the action such as data, knowledge or information – whatever its form or nature, whether it can be protected or not – that is generated in the action, as well as any rights attached to it, including intellectual property rights.</p>	<p>Definition “Sideground”; Sideground zählt nicht zu den Projektergebnissen; daher müssen keine Zugangsrechte gewährt werden</p>

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	<p>Each beneficiary remains the exclusive owner of its sideground but a different allocation of ownership may be agreed upon in the consortium agreement.</p> <p>Beneficiaries are not required to grant access rights to sideground.</p>		
<p>30.1, 30.2</p>	<p>30.1 Transfer of ownership Each beneficiary may transfer ownership of its results.</p> <p>It must however ensure that its obligations under Articles 26.2, 26.4, 27, 28, 29, 30 and 31 also apply to the new owner and that this owner has the obligation to pass them on in any subsequent transfer.</p> <p>This does not change the security obligations in Article 37, which still apply.</p> <p>Unless agreed otherwise (in writing) for specifically identified third parties or unless impossible under applicable EU and national laws on mergers and acquisitions, a beneficiary that intends to transfer ownership of results must give at least 45 days advance notice (or less if agreed in writing) to the other beneficiaries that still have (or still may request) access rights to the results. This notification must include sufficient information on the new owner to enable any beneficiary concerned to assess the effects on its access rights.</p> <p>Unless agreed otherwise (in writing) for specifically identified third parties, any other beneficiary may object within 30 days of receiving notification (or less if agreed in writing), if it can show that the transfer</p>	<p>30.1 Transfer of ownership Each beneficiary may transfer ownership of its results.</p> <p>It must however ensure that its obligations under Articles 26.2, 26.4, 27, 28, 29, 30 and 31 also apply to the new owner and that this owner has the obligation to pass them on in any subsequent transfer.</p> <p>This does not change the security obligations in Article 37, which still apply.</p> <p>Unless agreed otherwise (in writing) for specifically identified third parties or unless impossible under applicable EU and national laws on mergers and acquisitions, a beneficiary that intends to transfer ownership of results must give at least 45 days advance notice (or less if agreed in writing) to the other beneficiaries that still have (or still may request) access rights to the results. This notification must include sufficient information on the new owner to enable any beneficiary concerned to assess the effects on its access rights.</p> <p>Unless agreed otherwise (in writing) for specifically identified third parties, any other beneficiary may object within 30 days of receiving notification (or less if agreed in writing), if it can show that the transfer would adversely affect its access rights. In this case, the</p>	

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	<p>would adversely affect its access rights. In this case, the transfer may not take place until agreement has been reached between the beneficiaries concerned.</p> <p>Notwithstanding the above, a beneficiary may, without the consent of the other beneficiaries but provided that the other beneficiaries are informed without undue delay and that the transferee agrees in writing to be bound by this 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 beneficiary. <p>The delay referred to in the sixth subparagraph must be agreed by the beneficiaries in the consortium agreement.</p> <p>30.2 Granting licences Provided that any access rights to the results can be exercised and that any additional obligations under this Agreement or consortium agreement are complied with by the beneficiary who owns results, the latter may grant licences to its results (or otherwise give the right to exploit them) to any legal entity.</p> <p>This does not change the dissemination obligations in Article 29 or security obligations in Article 37, which still apply.</p>	<p>transfer may not take place until agreement has been reached between the beneficiaries concerned.</p> <p>30.2 Granting licences Each beneficiary may grant licences to its results (or otherwise give the right to exploit them), if:</p> <ul style="list-style-type: none"> (a) this does not impede the access rights under Article 31 and (b) [OPTION 1 if additional exploitation obligations in Annex 1: the beneficiary complies with its additional exploitation obligations (see Article 28.1 and Annex 1)] [OPTION 2: not applicable]. <p>In addition to Points (a) and (b), exclusive licences for results may be granted only if all the other beneficiaries concerned have waived their access rights (see Article 31.1).</p>	<p>Beim Transfer von Ergebnissen an bestimmte Gruppen (i-iii) müssen die PartnerInnen nur informiert werden</p>
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		<p>This does not change the dissemination obligations in Article 29 or security obligations in Article 37, which still apply.</p>	
<p>31.2, 31.3., 31.4, 31.5</p>	<p>31.2 Access rights for other beneficiaries, for implementing their own tasks under the action During the action, beneficiaries enjoy access rights to the results of the other beneficiaries solely for the purpose and to the extent necessary for undertaking and completing the action.</p> <p>Such access must be granted on a royalty-free basis.</p> <p>31.3 Access rights for other beneficiaries and their affiliated entities, for exploiting results</p> <p>During and after completion of the action, beneficiaries and their affiliated entities enjoy access rights to the results of the other beneficiaries for research use (see Article 25.3).</p> <p>Access rights for research use must be granted on a nonexclusive 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).</p> <p>Where direct exploitation by a beneficiary or third party requires results owned by another beneficiary, the access rights may be negotiated between the parties involved.</p>	<p>31.2 Access rights for other beneficiaries, for implementing their own tasks under the action The beneficiaries must give each other access — on a royalty-free basis — to results needed for implementing their own tasks under the action.</p> <p>31.3 Access rights for other beneficiaries, for exploiting their own results</p> <p>The beneficiaries must give each other — under fair and reasonable conditions (see Article 25.3) — access to results needed for exploiting their own results.</p> <p>Requests for access may be made — unless agreed otherwise — up to one year after the period set out in Article 3.</p>	<p>Zugangsrechte zur Verwertung der Ergebnisse: Unterschiedliche Regelungen für „Research Use“ und „Direct Exploitation“; Regelungen gelten auch für verbundene Unternehmen der ProjektteilnehmerInnen; Fristen für Zugangsrechte sind im Konsortialvertrag zu vereinbaren (H2020: Zugangsrechte für verbundene Unternehmen sind in einem eigenen Absatz geregelt und können im Konsortialvertrag ausgeschlossen werden)</p>

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<p style="color: orange;">Beneficiaries must agree in the consortium agreement on a time-limit in respect of requests for access.</p> <p>31.4 Not applicable</p>	<p>31.5 Access rights for the JU, the EU institutions, other EU bodies, offices or agencies and EU Member States</p> <p>The beneficiaries must give access to their results — on a royalty-free basis — to the JU and to EU institutions, other EU bodies, offices or agencies, for developing, implementing or monitoring EU policies or programmes. Such access rights are limited to non-commercial and non-competitive use. (...)</p>	<p>31.4 Access rights of affiliated entities</p> <p>Unless agreed otherwise in the consortium agreement, access to results must also be given — under fair and reasonable conditions (Article 25.3) — to affiliated entities established in an EU Member State or associated country, if this is needed for those entities to exploit the results generated by the beneficiaries to which they are affiliated.</p> <p>Unless agreed otherwise (see above; Article 31.1), the affiliated entity concerned must make any such request directly to the beneficiary that owns the results.</p> <p>Requests for access may be made — unless agreed otherwise — up to one year after the period set out in Article 3.</p> <p>31.5 Access rights for the EU institutions, bodies, offices or agencies and EU Member States</p> <p><i>[OPTION 1 by default for EU grants: The beneficiaries must give access to their results — on a royalty-free basis — to EU institutions, bodies, offices or agencies, for developing, implementing or monitoring EU policies or programmes. Such access rights are limited to non-commercial and non-competitive use. (...)]</i></p>	<p>Zugangsrechte für das JU</p>
<p>Single European Sky ATM Research (SJU):</p> <p>Multi-Beneficiary Model Grant Agreement for SESAR Joint Undertaking http://ec.europa.eu/research/participants/data/ref/h2020/other/mga/jtis/h2020-mga-er-sesar-ju_en.pdf</p>			

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Allgemeine Abweichungen der Art. 187-Initiativen (siehe oben)

Shift2Rail (S2R JU):

Multi-Beneficiary Model Grant Agreement for Shift2Rail Joint Undertaking

http://ec.europa.eu/research/participants/data/ref/h2020/other/mga/jtis/h2020-mga-multi-shift2rail-ju_en.pdf

Artikel GA	Abweichung S2R JU	H2020-Standardregelung	Erklärung
<i>Allgemeine Abweichungen der Art. 187-Initiativen (siehe oben)</i>			
Präambel	<p>Projekttypen (Definitionen in der Fußnote):</p> <p>'IP' means any of the Innovation Programmes listed in Article 1(3) of the Shift2Rail Joint Undertaking Statutes, Annex I to the Council Regulation (EU) No 642/2014 of 16 June 2014 ('Shift2Rail JU Regulation') (OJ L 177, 17.6.2014, p. 9).</p> <p>'ITD' means any of the Integrated Technology Demonstrators described in the Master Plan as adopted by the Shift2Rail Joint Undertaking Governing Board Decision no3/2014;</p> <p>'CCA' means actions with relevance across several IPs and/or ITDs and requiring coordination and management across the IPs and/or ITDs for the optimal delivery of the overall objectives of Shift2Rail Joint Undertaking.</p>	n/a	Definition der Projekttypen
2	<p>ACTION TO BE IMPLEMENTED [– COMPLEMENTARY GRANT] [– JOINTLY FUNDED ACTION]</p> <p>The grant is awarded for the action, as described in</p>	<p>ARTICLE 2 – ACTION TO BE IMPLEMENTED [– COMPLEMENTARY GRANT] [– JOINTLY FUNDED ACTION]</p> <p>The grant is awarded for the action entitled [insert</p>	

Übersicht der wichtigsten Abweichungen in den Grant Agreements der Multilateralen Initiativen nach Art. 185 und 187 AEUV

	<p>Annex 1 ('action'), which aims to implement [insert IP/ITD/CCA acronym] part of the Multi Annual Action Plan ('MAAP').</p> <p>Definition in der Fußnote: The MAAP is a planning document which identifies the concrete actions, milestones and deliverables to be undertaken collaboratively by the S2R JU for the period 2015-2024. It includes the foreseen activities to be undertaken by the JU members other than the Union, as well as by non-JU members, to be implemented via calls for proposals or tenders. It is necessary for ensuring the continuity, synchronicity and long-term investment plans of the JU activities, which will also facilitate the preparation of result-oriented annual work plans. The Multiannual Action Plan was adopted by the Governing Board of the Shift2Rail JU on 27 November 2015 and is available at: www.shift2rail.org</p>	<p>title of the action — [insert acronym] ('action'), as described in Annex 1. (...)</p>	<p>Definition Multi Annual Action Plan (MAAP)</p>
<p>25.5</p>	<p>25.5 Access rights for third parties (...) <i>[OPTION 3 for complementary grants if foreseen in the work plan: The beneficiaries must give – under the conditions set out in Article 25.2 and Article 25.3 – access to their background to complementary beneficiaries, for the purposes of the complementary grant agreements(s) (see Article 2)]</i></p> <p>Fußnote: 'Complementary beneficiary' means a beneficiary of the complementary grant agreement.</p>	<p>25.5 Access rights for third parties Option: n/a</p>	<p>Option für "Complementary Grants": TeilnehmerInnen von Complementary Grants haben Zugangsrechte zu Background</p>

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