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**ANALYSIS:  
EC PROPOSAL FOR THE RULES FOR PARTICIPATION  
AND DISSEMINATION**

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On 7 June 2018, the European Commission published proposals for various legal texts and factsheets for the next Framework Programme “Horizon Europe”, including a proposal for the Rules for Participation and Dissemination.

This analysis compares the Rules for Participation and Dissemination in Horizon 2020 with those proposed for Horizon Europe on the level of individual articles and, where relevant, provides an analysis based on the legal text of this proposal.

## Executive Summary

- **Structure and Content of Horizon Europe**

Horizon Europe maintains the three-pillar-structure of Horizon 2020 and sets the budget of the Programme in its Rules for Participation. The European Innovation Council (EIC) is introduced as a new support scheme to the pillar “open innovation”.

- **Missions and European Partnerships**

The newly introduced Missions are mentioned as a portfolio of actions aimed to achieve a measurable goal with impact for science and technology and/or society and citizens, which could otherwise not be achieved through individual actions.

While these Missions impose substantial changes to the instruments, the governance, the programme management and the interaction of different actors, the realization remains object to clarification.

The Rules for Participation contain few rules about the Missions, and reference is made to the Specific Programme. A more detailed analysis can be found in the comments to Article 7.

The landscape of “European Partnerships” is consequently structured and the partnerships are reduced to three types with a clear focus (co-programmed, co-funded and institutionalized partnerships). This new approach leads to increased visibility and includes activities close-to-market.

- **Synergies**

While the approach to get funding from different Union programmes was already supported in Horizon 2020, now actions awarded a Seal of Excellence are explicitly mentioned in the Rules for Participation Horizon Europe and funding will be possible from a wider range of funding programmes. The possibility for a Member State to allocate parts of Structural Funds to the European Commission, in order to let the Commission launch calls for this Member State, is newly introduced to Horizon Europe.

- **International Cooperation**

The opportunity to associate non-EU countries to Horizon Europe under certain conditions is added to the Rules for Participation.

- **Involvement of Member States**

Contrary to Horizon 2020, Member States will not be involved in close cooperation regarding the drawing up of the Model Grant Agreement anymore.

- **Ethics and Security**

The ethics as well as the security provisions are better elaborated in Horizon Europe and, with their (broader) introduction to the Rules for Participation, concretized on a higher legal level. Nevertheless, these new rules mainly reflect the usual implementation practice in Horizon 2020.

- **Participation Criteria**

Although the participation criteria of Horizon 2020 are continued, Horizon Europe foresees at least one beneficiary of a consortium to be established in a Union Member State. Other than in Horizon 2020, a consortium of e.g. three associated countries will not fulfil the minimum participation requirements anymore.

- **Costs**

It can be highlighted that only few rules in regard of direct eligible personnel costs are laid down in the Rules for Participation Horizon Europe. Consequently, most of the details will be set in the Model Grant Agreement.

- **Evaluation and Experts**

In general, there is no explicit ranking-obligation for proposals anymore and they may be selected according to other criteria, especially taking into consideration their relevance for Missions.

Future proposal evaluations shall be carried out by an evaluation committee, that may be composed of external experts, as well as other persons.

The selection criteria for experts, including skills, knowledge and experience are removed and their selection may be conducted without a call.

- **Suspension, Amendment and Termination of Actions**

Actions in Horizon Europe may be suspended, amended or terminated if milestones, set in the Grant Agreement, are not met. Furthermore, the option of project termination due to lost relevance of the expected project results due to scientific, technological or economic reasons, as well as to Missions, is added. An involvement of independent external experts and the programme committee in the decision making process should be assured.

- **Intellectual Property Rights**

Project results are now defined as any “effect” of an action, instead of “output”, which might be questioned.

The protection of project results is not limited to commercially exploitable results, as the weighing of interests has to address all relevant considerations for all project results. This leads to a higher level of effort for the beneficiaries.

Concerning exploitation and dissemination of project results, there is a strong focus on the Union and the plan for exploitation and dissemination has to be constantly adapted during the project duration as well as continued after the end of the action.

The open access obligation is widened in Horizon Europe, as it now applies to all research outputs, including scientific publication and all research data, and therefore has a broader field of application than in Horizon 2020.

- **Prizes**

Union prizes may be launched together with other Union bodies, as well as third countries, international organisations or non-profit oriented legal entities.

- **Guarantee Fund**

Apart from the renaming of the current Horizon 2020 “Participant Guarantee Fund” to “Mutual Insurance Mechanism” in Horizon Europe, the general beneficiaries’ contribution remains 5% of the Union funding. In special cases, this contribution may be reduced or increased up to 8%. Furthermore, its field of application may be extended by the Union in order to grant access for other programmes.

- **Audits**

Concerning audit rules, there might be a significant simplification as the concept of trust and control in Horizon 2020 is further developed. In the future framework programme, actions that receive joint funding from different Union programmes may be only audited once and there is further opportunity for combined systems reviews at beneficiary level. Consequently, fewer audits can be expected and therefore the administrative burden will be reduced.

- **InvestEU**

The InvestEU Programme is newly introduced to the next Multiannual Financial Framework (MFF) as funding Programme independent from Horizon Europe.

## Content

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Missions:	Margit Noll (Chair of the Management Board JPI Urban Europe)

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**Explanations and Glossary**

Blue text: parts in the RfP Horizon 2020, which do not appear or have been reformulated in the proposal of the European Commission for the RfP Horizon Europe

Red text: parts in the proposal of the European Commission for the RfP Horizon Europe, which have been added or reformulated compared to the RfP Horizon 2020

Black text: no changes between the RfP Horizon 2020 and the proposal of the European Commission for the RfP Horizon Europe

ATTENTION: The references to the Financial Regulation are to the revised version, which should enter into force around the end of July 2018.

- CoMUC = Certificate on the Methodology for direct personnel costs calculated on the basis of unit costs and according to the usual cost accounting practices
- EIC = European Innovation Council
- FP7 = Seventh Framework Programme (= Framework Programme previous to Horizon 2020)
- GA = Grant Agreement
- IA = Innovation Action
- MFF = Multiannual Financial Framework
- MGA = Model Grant Agreement
- NCP = National Contact Point
- RfP = Rules for Participation

Horizon 2020 Article	Horizon 2020 Rules for Participation	Horizon Europe Article	Horizon Europe Rules for Participation	Analysis
<b>Subject matter and Definitions</b>				
1 (1)	<p><b>Subject matter and scope</b></p> <p>This Regulation <b>lays down specific</b> rules for participation in indirect actions <b>undertaken under Regulation (EU) No 1291/2013, including</b> participation in indirect actions <b>funded by funding bodies in accordance with Article 9(2) of that Regulation.</b></p> <p>This Regulation <b>also lays down</b> the rules <b>governing the exploitation and dissemination of results.</b></p>	1	<p><b>Subject matter</b></p> <p>1. This Regulation <b>establishes Horizon Europe - the Framework Programme for Research and Innovation ('the Programme') and the</b> rules for participation and dissemination in indirect actions under <b>the Programme.</b></p> <p>2. <b>It lays down the objectives of the Programme, the budget for the period 2021 – 2027, the forms of Union funding and the rules for providing such funding.</b></p> <p>3. <b>The Programme shall be implemented through:</b>                      (a) <b>the specific programme established by Decision .../.../EU25, which includes a financial contribution to the EIT;</b>                      (b) <b>the specific programme on defence research established by Regulation .../.../EU.</b></p>	<p><b>change in wording and meaning</b></p> <p>This regulation establishes Horizon Europe as new Framework Programme for Research and Innovation as well as its objectives, its budget for 2021-2027 and its rules for funding.</p> <p>NEW: Horizon Europe is implemented through the specific programme that includes a financial contribution to the EIT <b>and</b> the newly mentioned specific programme on defence research.</p>

			4. The terms 'Horizon Europe', 'the Programme' and 'specific programme' used in this Regulation address matters relevant only to the specific programme described in paragraph 3(a), unless otherwise explicitly stated.	
		2 (1)	'research infrastructures' mean facilities that provide resources and services for the research communities to conduct research and foster innovation in their fields. This definition includes the associated human resources, and it covers major equipment or sets of instruments; knowledge-related facilities such as collections, archives or scientific data infrastructures; computing systems, communication networks, and any other infrastructure, of a unique nature and open to external users, essential to achieve excellence in research and innovation. Where relevant, they may be used beyond research, for example for education or public services and they may be 'single sited', 'virtual' or 'distributed';	<p><b>new</b></p> <p>The RfP Horizon Europe include basically the same definition as previous framework programmes (where the definition was given on the Work Programme level) with the addition of introducing “innovation” to the research and innovation context. This was expected and is a natural development in order to reflect the shift of framework programmes towards innovation-oriented activities.</p> <p>No major changes of the target groups are to be expected here, as this shift was already introduced at the end of FP7 and continued in Horizon 2020 (e.g. introduction of topic for a research and innovation network of industry liaison offices; obligation to have innovation work packages in research and innovation projects).</p>
		2 (2)	'smart specialisation strategy' has the same meaning as smart specialisation strategy as defined in Regulation (EU) No 1303/2013 of the European Parliament and of the Council and fulfilling the enabling conditions set out in Regulation (EU) XX [Common Provisions Regulation];	<p><b>new</b></p> <p>The “smart specialization strategy” is explicitly mentioned in the RfP Horizon Europe.</p>
		2 (3)	'European Partnership' means an initiative where the Union, together with private and/or public partners (such as industry, research organisations, bodies with a public service mission at local, regional, national or international level or civil society organisations including foundations), commit to jointly support the development and implementation of a programme of research and innovation activities, including those related to market, regulatory or policy uptake;	<p><b>new</b></p> <p>In Horizon Europe, there is a new approach for partnerships under the common brand name “European Partnerships”. This leads to increased visibility and includes activities close-to-market.</p> <p>[see also: Article 8]</p>
		2 (4)	'open access' means the practice of providing online access to research outputs resulting from actions funded under the Programme, in particular scientific publications and research data, free of charge to the end-user;	<p><b>new</b></p> <p>The definition of “open access” is newly introduced on the RfP Horizon Europe level.</p> <p>NEW: Remarkable is that the definition focuses on “research outputs” beyond research publications and data. A definition would be useful.</p>

				<p>Furthermore, the term “open access” now refers to all “scientific publications”, instead of only “peer-reviewed scientific publications ...” which may have a broader meaning.</p> <p>“Open access” in Horizon 2020 was laid down in Article 29.2 and 29.3 MGA: “peer-reviewed scientific publications related to results” as well as “research data generated in the action”.</p> <p>[see also: Article 10, Article 35(3)]</p>
		2 (5)	'mission' means a portfolio of actions intended to achieve a measurable goal within a set timeframe, and impact for science and technology and/or society and citizens that could not be achieved through individual actions;	<p><b>new</b></p> <p>This definition is necessary due to the newly introduced Missions in Horizon Europe.</p>
2 (17)	'pre-commercial procurement' means the procurement of research and development services involving risk-benefit sharing under market conditions, and competitive development in phases, where there is a clear separation of the research and development services procured from the deployment of commercial volumes of end-products;	2 (6)	'pre-commercial procurement' means the procurement of research and development services involving risk-benefit sharing under market conditions, and competitive development in phases, where there is a clear separation of the research and development services procured from the deployment of commercial volumes of end-products;	<b>no change in wording or meaning</b>
2 (18)	'public procurement of innovative solutions' means procurement where contracting authorities act as a launch customer for innovative goods or services which are not yet available on a large-scale commercial basis, and may include conformity testing;	2 (7)	'public procurement of innovative solutions' means procurement where contracting authorities act as a launch customer for innovative goods or services which are not yet available on a large-scale commercial basis, and may include conformity testing.	<b>no change in wording or meaning</b>
2 (1)	'access rights' means rights to use results or background <a href="#">under the terms and conditions laid down in accordance with this Regulation</a> ;	2 (8)	“access rights” means rights to use results or background;	<b>change in wording, but not in meaning</b>
2 (4)	'background' means any data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as intellectual property rights, <a href="#">which</a> is: (i) held by <a href="#">participants</a> prior to their accession to the action; (ii) needed for <a href="#">carrying out</a> the action or for exploiting the results <a href="#">of the action</a> ; and (iii) identified by the <a href="#">participants in accordance with Article 45</a> ;	2 (9)	“background” means any data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as intellectual property rights, <a href="#">that</a> is: (i) held by <a href="#">beneficiaries</a> prior to their accession to the action; (ii) identified by the <a href="#">beneficiaries</a> in writing in any manner as needed for <a href="#">implementing</a> the action or for exploiting <a href="#">its</a> results;	<p><b>change in wording and meaning</b></p> <p>No written agreement is needed for the identification of background for an action in Horizon Europe anymore. It only has to be identified by the beneficiaries in writing.</p>
45	<p><b>Background</b></p> <p><a href="#">Participants</a> shall identify the background for their action in any manner in a written agreement.</p>			

**Analysis of the European Commission Proposal: Rules for Participation (Horizon Europe)  
Track-Changes Horizon 2020 vs. Horizon Europe**

2 (8)	'dissemination' means the public disclosure of the results by <b>any</b> appropriate means (other than resulting from protecting or exploiting the results), including by scientific publications in any medium;	2 (10)	“dissemination” means the public disclosure of the results by appropriate means (other than resulting from protecting or exploiting the results), including by scientific publications in any medium;	<b>change in wording, but not in meaning</b>
2 (9)	'exploitation' means the use of results in further research activities other than those covered by the action concerned, or in developing, creating and marketing a product or process, or in creating and providing a service, or in standardisation activities;	2 (11)	“exploitation” means the use of results in further research <b>and innovation</b> activities other than those covered by the action concerned, or in developing, creating, <b>manufacturing</b> and marketing a product or process, or in creating and providing a service, or in standardisation activities;	<b>change in wording and meaning</b>  In the RfP Horizon Europe, the definition of “exploitation” applies additionally to innovation activities, and manufacturing of products or processes. This leads to a wider scope for exploitation.
2 (10)	'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;	2 (12)	“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;	<b>no change in wording or meaning</b>
2 (11)	'funding body' means a body or <b>authority</b> , other than the Commission, as referred to in point (c) of Article 58(1) of <b>Regulation (EU, Euratom) No 966/2012</b> , to which the Commission has entrusted budget implementation tasks <b>in accordance with Article 9(2) of Regulation (EU) No 1291/2013</b> ;	2 (13)	“funding body” means a body or <b>organisation</b> , other than the Commission, as referred to in point (c) of Article 62(1) of <b>the Financial Regulation</b> , to which the Commission has entrusted budget implementation tasks <b>under the Programme</b> ;	<b>change in wording and meaning</b>  The definition of “funding body” seems to be wider, as in Horizon Europe it applies to “organisations” instead of “authorities”.
2 (12)	'international European <b>interest</b> organisation' means an international organisation, the majority of whose members are Member States or associated countries, and whose principal objective is to promote scientific and technological cooperation in Europe;	2 (14)	“international European <b>research</b> organisation” means an international organisation, the majority of whose members are Member States or associated countries, and whose principal objective is to promote scientific and technological cooperation in Europe;	<b>change in wording, but not in meaning</b>
2 (13)	'legal entity' means any natural <b>person</b> , or <b>any</b> legal person created and recognised as such under national law, Union law or international law, which has legal personality and which may, acting in its own name, exercise rights and be subject to obligations;	2 (15)	'legal entity' means any natural or legal person created and recognised as such under national law, Union law or international law, which has legal personality and which may, acting in its own name, exercise rights and be subject to obligations, <b>or an entity without a legal personality in accordance with Article 197(2)(c) of the Financial Regulation</b> ;	<b>change in wording and meaning</b>  The distinction between “legal entity and entity”, which is mentioned throughout the RfP Horizon Europe, remains unclear (e.g. Article 18(1) “any legal entity...” versus Article 18(2) “entities shall ...”).
2 (14)	'non-profit legal entity' means a legal entity which by its legal form is non-profit-making or which has a legal or statutory obligation not to distribute profits to its shareholders or individual members;	2 (16)	“non-profit legal entity” means a legal entity which by its legal form is non-profit-making or which has a legal or statutory obligation not to distribute profits to its shareholders or individual members;	<b>no change in wording or meaning</b>
		2 (17)	<b>“mid-cap” means a company that is not a micro-, small- and medium-sized enterprise (‘SME’) as defined in Commission Recommendation 2003/361/EC, and that has a number of employees of up to 3000 where the staff headcount is</b>	<b>new</b>  The “mid-cap” definition is necessary, as they are allowed to participate in the EIC’s Accelerator



			calculated in accordance with Articles 3, 4, 5 and 6 of Title I of the Annex of that Recommendation;	instrument. It can be considered useful to set a lower range for the number of employees, i.e. up to 500-1.000.
2 (19)	'results' means any tangible or intangible <b>output</b> of the action, such as data, knowledge or information, <b>that is generated in the action</b> , whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights;	2 (18)	“results” means any tangible or intangible <b>effect</b> of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights;	<p><b>change in wording and meaning</b></p> <p>In Horizon Europe, “results” refer only to the effects of an action instead of all “outputs [...] generated in the action”, as in Horizon 2020.</p> <p>In this context, the wording “effect” needs to be questioned. The reference to “effect of the action” e.g. to “data” in this definition, as well as in other articles (e.g. Article 34) seems not appropriate.</p> <p>Besides that, it appears to be more difficult to define/measure the “effects” of an action, compared to “outputs”, as in Horizon 2020.</p>
		2 (19)	“seal of excellence” means a certified label which shows that a proposal submitted to a call for proposals exceeded all of the thresholds set out in the work programme, but could not be funded due to lack of budget available to that call in the work programme;	<p><b>new</b></p> <p>The “seal of excellence” is explicitly mentioned in the RFP Horizon Europe.</p>
2 (21)	'work programme' means the document adopted by the Commission for the implementation of the specific programme in accordance with Article 5 of <b>Council Decision 2013/743/EU of 3 December 2013</b> ;	2 (20)	“work programme” means the document adopted by the Commission for the implementation of the specific programme in accordance with <b>its Article 12 or the equivalent document in content and structure adopted by a funding body</b> .	<p><b>change in wording and meaning</b></p> <p>This definition also applies to the “equivalent document adopted by a funding body”.</p>
		2 (21)	"reimbursable advance" means the part of a Horizon Europe or EIC blended finance corresponding to a loan under Title X of the Financial Regulation, but that is directly awarded by the Union on a non-profit basis to cover the costs of activities corresponding to an innovation action, and to be reimbursed by the beneficiary to the Union under the conditions provided for in the contract;	<p><b>new</b></p> <p>It can be considered as useful to include a reference that the “reimbursable advance” can be converted to equity capital on demand of the grantee (e.g. EIC part of Horizon Europe).</p>
		2 (22)	“contract” means the agreement concluded between the Commission or a funding body with a legal entity implementing an innovation and market deployment action and supported by a Horizon Europe or EIC blended finance;	<p><b>new</b></p> <p>There should be a definition of who can be a “funding body” (EIB, EIF, Fund of Funds).</p> <p>Furthermore the term “market deployment action” should be described (This is the period between the prototype and the market launch.).</p>

		2 (23)	“classified information” means EU classified information <b>ad</b> defined in Article 3 of Commission Decision (EU, Euratom) 2015/444 as well as classified information of Member States, classified information of third countries with which the Union has a security agreement and classified information of international organisation with which the Union has a security agreement;	<b>new</b>  It is possible that results need to be classified, or that classified backgrounds are required. However, it should be pointed out that proposals should not contain any classified information.  The term “ <b>ad</b> ” should be corrected to “ <b>as</b> ”.
		2 (24)	‘blending operation’ means actions supported by the EU budget, including within blending facilities pursuant to Article 2(6) of the Financial Regulation, combining non-repayable forms of support and/or financial instruments from the EU budget with repayable forms of support from development or other public finance institutions, as well as from commercial finance institutions and investors.	<b>new</b>  A definition/explanation of the terms “non-repayable forms of support”, “repayable forms of support” and “development” would be welcomed.
		2 (25)	“Horizon Europe or EIC blended finance” means a single financial support to an innovation and market deployment action, consisting in a specific combination of a grant or a reimbursable advance with an investment in equity.	<b>new</b>
2 (2) 2 (3) 2 (5) 2 (6) 2 (7) 2 (15) 2 (16) 2 (20) 2 (22)	“affiliated entity” “associated country” “basic act” “innovation action” “coordination and support action” “participant” “programme co-fund action” “SME” “work plan”			<b>removed</b>  These definitions have been removed from the RfP Horizon Europe and some of them are now found in other articles, the Annexes to the RfP Horizon Europe or the Financial Regulation.  It would seem useful to include definitions of “affiliated entity” (e.g. Article 37(3)(b)) as well as “work plan”, as these terms are used in the RfP Horizon Europe [see: Article 24(4), Article 52(1)].
<b>Programme Objectives and Structure</b>				
		3	<b>Programme objectives</b>  1. The Programme’s general objective is to deliver scientific, economic and societal impact from the Union’s investments in research and innovation so as to strengthen the scientific and technological bases of the Union and foster its competitiveness, including in its industry, deliver on the Union strategic priorities, and contribute to tackling global challenges, including the Sustainable Development Goals.  2. The Programme has the following specific objectives:	<b>new</b>  The RfP clearly state the objectives of Horizon Europe, such as strengthening the scientific and technological bases of the Union, its competitiveness, to help tackling global challenges and strengthening the impact of research and innovation.

			<p>(a) to support the creation and diffusion of high quality new knowledge, skills, technologies and solutions to global challenges;</p> <p>(b) to strengthen the impact of research and innovation in developing, supporting and implementing Union policies, and support the uptake of innovative solutions in industry and society to address global challenges;</p> <p>(c) to foster all forms of innovation, including breakthrough innovation, and strengthen market deployment of innovative solutions;</p> <p>(d) to optimise the Programme's delivery for increased impact within a strengthened European Research Area.</p>	
3	<p><b>Confidentiality</b></p> <p>Subject to the conditions established in the implementing agreements, decisions or contracts, any data, knowledge and information communicated as confidential in the framework of an action shall be kept confidential, taking due account of Union law regarding the protection of and access to classified information.</p>			<p><b>removed</b></p> <p>This Article has been removed from the RfP Horizon Europe, but included as new definition in the RfP Horizon Europe [see: Article 2(23)].</p>
		4	<p><b>Programme structure</b></p> <p>1. The Programme is structured in the following parts contributing to the general and specific objectives set out in Article 3:</p> <p>(1) Pillar I 'Open Science', pursuing the specific objective set out in Article 3(2)(a) and also supporting specific objectives set out in Article 3(2)(b) and (c), with the following components:</p> <ul style="list-style-type: none"> <li>(a) European Research Council (ERC);</li> <li>(b) Marie Skłodowska-Curie Actions (MSCA);</li> <li>(c) research infrastructures.</li> </ul> <p>(2) Pillar II 'Global Challenges and Industrial Competitiveness', pursuing the specific objective set out in Article 3(2)(b) and also supporting the specific objectives set out in Article 3(2)(a) and (c), with the following components:</p> <ul style="list-style-type: none"> <li>(a) cluster 'Health';</li> <li>(b) cluster 'Inclusive and Secure Society';</li> <li>(c) cluster 'Digital and Industry';</li> <li>(d) cluster 'Climate, Energy and Mobility';</li> <li>(e) cluster 'Food and Natural Resources';</li> </ul>	<p><b>new</b></p> <p>Horizon Europe maintains the three-pillar-structure of Horizon 2020 as followed:</p> <ul style="list-style-type: none"> <li>- Pillar I: Open Science</li> <li>- Pillar II: Global Challenges and Industrial Competitiveness</li> <li>- Pillar III: Open Innovation</li> </ul> <p>(2) Annex I to the RfP Horizon Europe contains the activities within these pillars.</p>

			<p>(f) Non-nuclear direct actions of the Joint Research Centre (JRC).</p> <p>(3) Pillar III 'Open Innovation', pursuing the specific objective set out in Article 3(2)(c) and also supporting the specific objectives set out in Article 3(2)(a) and (b), with the following components:</p> <ul style="list-style-type: none"> <li>(a) the European Innovation Council (EIC);</li> <li>(b) European innovation ecosystems;</li> <li>(c) the European Institute of Innovation and Technology (EIT).</li> </ul> <p>(4) Part 'Strengthening the European Research Area', pursuing the specific objective set out in Article 3(2)(d) and also supporting the specific objectives set out in Article 3(2)(a), (b) and (c), with the following components:</p> <ul style="list-style-type: none"> <li>(a) sharing excellence;</li> <li>(b) reforming and enhancing the European R&amp;I System.</li> </ul> <p>2. The broad lines of activities are set out in Annex I.</p>	
		5	<p><b>Defence research</b></p> <p>1. Activities to be carried out under the specific programme referred to in Article 1(3)(b) and which are laid down in Regulation .... establishing the European Defence Fund, shall be research with an exclusive focus on defence applications, with the objective to foster the competitiveness, efficiency and innovation of defence industry.</p> <p>2. This Regulation does not apply to the specific programme referred to in Article 1(3)(b), with the exception of this Article, Article 1(1) and (3) and Article 9(1).</p>	<p><b>new</b></p> <p>(1) The term “defence industry” should be replaced by “defence community”, as this article may concern also other organisations beyond the industry.</p>
<b>Forms of Funding</b>				
6	<p><b>Forms of funding</b></p> <p>In accordance with Article 10 of Regulation (EU) No 1291/2013, funding may take one or several of the forms provided for by Regulation (EU, Euratom) No 966/2012, in particular grants, prizes, procurement or financial instruments.</p>	6	<p><b>Implementation and forms of EU funding</b></p> <p>1. The Programme shall be implemented in direct management in accordance with the Financial Regulation or in indirect management with funding bodies referred to in Article 62(1)(c) of the Financial Regulation.</p> <p>2. The Programme may provide funding to indirect actions in any of the forms laid down in the Financial Regulation, in particular grants (including operating grants), prizes and</p>	<p><b>change in wording and meaning</b></p> <p>(1) Horizon Europe will be implemented in direct management or indirect management with funding bodies [see: Article 2(13)].</p> <p>(4) Annex II states the main action types, which can be used across all Programme objectives.</p>
25	<p><b>Forms of grants</b></p>			

<p>1</p>	<p>Grants may take any of the forms provided for in Article 123 of Regulation (EU, Euratom) No 966/2012, taking into account the objectives of the action.</p> <p>2. Subject to the specific rules laid down in this Regulation, the relevant rules of Regulation (EU, Euratom) No 966/2012 and Regulation (EU) No 1268/2012 shall apply.</p> <p>3. Regulation (EC) No 294/2008 or any basic act which entrusts budget implementation tasks to a funding body under Article 185 TFEU may establish rules which depart from those laid down in this Regulation. In order to take into account their specific operating needs and subject to the rules established in the relevant basic act, the Commission shall be empowered to adopt delegated acts in accordance with Article 56, with regard to funding bodies set up under Article 187 TFEU concerning:</p> <p>(a) the conditions for participation in calls for proposals issued by funding bodies established in the area of aeronautics with a view to reducing the minimum number of participants set out in Article 9(1);</p> <p>(b) the eligibility for funding as set out in Article 10, allowing funding bodies established in the area of bio-based industries and of innovative medicines to limit the eligibility for funding to specific types of participants;</p> <p>(c) the rules governing exploitation and dissemination of results, allowing funding bodies established in the area of innovative medicines to:</p> <p>(i) extend the possibilities of transfer and licensing of results and background for affiliated entities, purchasers and any successor entity, in accordance with the grant agreement and without the consent of other participants referred to in Article 44(1) and (2);</p> <p>(ii) allow for specific agreements for access rights to background for developing results for commercialisation or commercialising results themselves (direct exploitation) referred to in Article 48(2) to (4);</p> <p>(iii) complement the rules by introducing provisions on ownership and access to data, knowledge and information</p>	<p>procurements. It may also provide financing in the form of financial instruments within blending operations.</p> <p>3. The rules for participation and dissemination laid down in this Regulation shall apply to indirect actions.</p> <p>4. The main types of action to be used under the Programme are set out and defined in Annex II. All forms of funding shall be used in a flexible manner across all objectives of the Programme with their use being determined on the basis of the needs and the characteristics of the particular objectives.</p> <p>5. The Programme shall also support direct actions undertaken by the JRC. Where these actions contribute to initiatives established under Article 185 or Article 187 TFEU, this contribution shall not be considered as part of the financial contribution allocated to those initiatives.</p> <p>6. The implementation of the specific programme shall be based on a transparent and strategic multiannual planning of research and innovation activities, in particular for the pillar ‘Global Challenges and Industrial Competitiveness’, following consultations with stakeholders about priorities and the suitable types of action and forms of implementation to use. This shall ensure alignment with other relevant Union programmes.</p> <p>7. Horizon Europe activities shall be primarily delivered through calls for proposals, some of which organised as parts of missions and European Partnerships.</p> <p>8. Research and innovation activities carried out under Horizon Europe shall have a focus on civil applications.</p> <p>9. The Programme shall ensure the effective promotion of gender equality and the gender dimension in research and innovation content. Particular attention shall be paid to ensuring gender balance, subject to the situation in the field of research and innovation concerned, in evaluation panels and in bodies such as expert groups.</p>	<p>(5) The RfP Horizon Europe do not apply to JRC direct actions (like in Horizon 2020), but foresee their support.</p> <p>(7) In Horizon Europe, calls for proposals will be the main implementation procedure, taking into consideration the new “Missions” and “European Partnerships”.</p> <p>(9) The gender issue applies to Horizon Europe as a whole, instead of mentioning in specific articles as in RfP Horizon 2020.</p> <p>[Exercise of delegated acts: see also Article 50]</p>
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<p>which are outside of the objectives of an action and which are not needed for implementing and exploiting the action (sideground) referred to in Article 41(2) and Articles 45 to 48;</p> <p>(iv) extend rules on exploitation to other purposes than implementing the action (research use) or developing results for commercialisation or commercialising results themselves (direct exploitation) referred to in Article 48;</p> <p>(v) set out specific criteria for allowing sub-licensing from one participant to another participant in the same action referred to in Article 46(2);</p> <p>(vi) extend, under the conditions defined in the consortium agreement referred to in Article 24(2), the access rights of participants, their affiliated entities and third parties as licensees to results or background for purposes other than implementing the action (research use) under appropriate conditions including financial terms, or developing results for commercialisation or commercialising results themselves (direct exploitation), as referred to in Articles 46 to 48;</p> <p>(vii) make access rights for direct exploitation conditional upon the agreement of the participants concerned, as referred to in Article 48;</p> <p>(viii) render optional the dissemination through scientific publication in the form of open access, as referred to in Article 43(2);</p> <p>(d) the funding of the actions, allowing funding bodies in the area of electronic components and systems to apply reimbursement rates different to those set out in Article 28(3) in cases where one or more Member States co-fund a participant or an action.</p> <p><b>A funding body entrusted with budget implementation tasks under points (i) or (ii) of point (c) of Article 58(1) of Regulation (EU, Euratom) No 966/2012, may apply rules which depart from those laid down in this Regulation, subject to the consent of the Commission, if its specific operating needs so require. The Commission shall give its consent in such cases only if those rules are in compliance with the general principles established in this Regulation.</b></p>		
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	4. This Regulation shall not apply to direct actions carried out by the Joint Research Centre (JRC).			
<b>Missions and European Partnerships</b>				
		7	<p><b>Missions</b></p> <p>1. Missions shall be programmed within the pillar ‘Global Challenges and Industrial Competitiveness’, but may also benefit from actions carried out within other parts of the Programme.</p> <p>2. The missions shall be implemented in accordance with Article 5 of the Specific Programme. Evaluation shall be carried out in accordance with Article 26.</p> <p>3. Missions shall:</p> <ul style="list-style-type: none"> <li>a) have a clear EU-added value and contribute to reaching Union priorities;</li> <li>b) be bold and inspirational, and hence have wide societal or economic relevance;</li> <li>c) indicate a clear direction and be targeted, measurable and time-bound;</li> <li>d) be centered on ambitious but realistic research and innovation activities;</li> <li>e) spark activity across disciplines, sectors and actors;</li> <li>f) be open to multiple, bottom-up solutions.</li> </ul>	<p><b>new</b></p> <p>This new article contains the main aims of Missions, which are implemented in accordance with Article 5 of the Specific Programme. The latter contains regulations about the mission board, as well as their advice areas:</p> <ul style="list-style-type: none"> <li>- content of work programmes and their revision,</li> <li>- adjustment actions, or termination if appropriate,</li> <li>- selection and briefing of expert evaluators and evaluation criteria, including their weighting,</li> <li>- framework conditions helping to achieve the Mission’s objectives, and</li> <li>- communication.</li> </ul> <p>The mission boards may undermine the concept of a bottom-up-approach promoted within the Missions.</p> <p>It remains unclear how the future interaction and cooperation between the mission boards and the clusters/programme committees will be designed, who will decide about the budgets (mission board or member states and commission or clusters?) as no specific budget is planned to be dedicated to the Missions.</p> <p>Furthermore, the composition of the mission boards concerning Nobel laureates needs to be questioned. Clarification is needed, whether these boards will be composed exclusively of scientists (which would contradict the concept of the Missions), whether these mission boards should take the strategic/operational lead, whether the panel of approximately 15 persons will have the capacity to fulfil these tasks and which competences they will have. Besides, it remains unclear how the cooperation between the mission boards and e.g. bottom-up industrial interests will be conducted and based on which information the panel will take decisions and give advice.</p>

				<p>It should be considered that an evaluation of the Missions before the mid-term review would be impossible to assess their impact. It will take at least three years for the Missions to gather pace (except of established initiatives and state-of-the-art instruments that will have limited impact). An evaluation of the Missions about their success and usefulness after two to three years will be rather impossible. Consequently, a reasonable pilot phase would be considered important.</p> <p>As some of the mission's aspects - e.g. the governance and the mission board - remain unclear it has to be decided which of those subjects should be clarified on which legal level.</p> <p>[adjustment and termination of Mission projects: see also Article 29(3)]</p>
		8	<p><b>European Partnerships</b></p> <p>1. Parts of Horizon Europe may be implemented through European Partnerships. The involvement of the Union in European Partnerships may take any of the following forms:</p> <ul style="list-style-type: none"> <li>a) participation in partnerships set up on the basis of memoranda of understanding and/or contractual arrangements between the Commission and the partners referred to in Article 2(3), specifying the objectives of the partnership, related commitments for financial and/or in-kind contributions of the partners, key performance and impact indicators, and outputs to be delivered. They include the identification of complementary research and innovation activities that are implemented by the partners and by the Programme (Co-programmed European Partnerships);</li> <li>b) participation in and financial contribution to a programme of research and innovation activities, based on the commitment of the partners for financial and in-kind contributions and integration of their relevant activities using a Programme co-fund action (Co-funded European Partnerships);</li> </ul>	<p><b>new</b></p> <p>In Horizon Europe, the partnerships have been reduced to three types with a clear focus.</p> <p>Simplification takes place through the reduced number of involved instruments. Existing partnerships need to prove their impact to get further funding in the future. The landscape will be harmonized, which makes it easier for stakeholders to identify targeted partnerships.</p> <p>In the case of establishing Art. 185 initiatives, the participation of at least 50% of the Member States is mandatory.</p> <p>[see also: Annex III]</p>



		<p>c) participation in and financial contribution to research and innovation programmes undertaken by several Member States in accordance with Article 185 TFEU, or by bodies established pursuant to Article 187 TFEU, such as Joint Undertakings, or by the EIT Knowledge and Innovation Communities in compliance with the [EIT Regulation] (Institutionalised European Partnerships), to be implemented only where other forms of European Partnerships would not achieve the objectives or would not generate the necessary expected impacts, and if justified by a long-term perspective and high degree of integration including central management of all financial contributions.</p> <p>2. European Partnerships shall:</p> <p>a) Be established in cases where they will more effectively achieve objectives of Horizon Europe than the Union alone;</p> <p>b) Adhere to the principles of the Union added value, transparency, openness, impact, leverage effect, long-term financial commitment of all the involved parties, flexibility, coherence and complementarity with Union, local, regional national and international initiatives;</p> <p>c) be time limited and include conditions for phasing-out the Programme funding.</p> <p>Provisions and criteria for their selection, implementation, monitoring, evaluation and phasing-out are set out in Annex III.</p>		
<b>Independence</b>				
8	<p><b>Independence</b></p> <p>1. Two legal entities shall be regarded as independent of each other where neither is under the direct or indirect control of the other or under the same direct or indirect control as the other.</p> <p>2. For the purposes of paragraph 1, control may, in particular, take either of the following forms:</p> <p>(a) the direct or indirect holding of more than 50 % of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity;</p>		<p><b>removed</b></p> <p>This Article has been removed from the RfP Horizon Europe. It defined whether two legal entities are independent of each other.</p> <p>The RfP Horizon Europe make use of the term “independent” [see Article 18(2)] without giving any definition, which would be considered useful.</p>	

	<p>(b) the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned.</p> <p>3. For the purposes of paragraph 1, the following relationships between legal entities shall not in themselves be deemed to constitute controlling relationships:</p> <p>(a) the same public investment corporation, institutional investor or venture-capital company has a direct or indirect holding of more than 50 % of the nominal value of the issued share capital or a majority of voting rights of the shareholders or associates;</p> <p>(b) the legal entities concerned are owned or supervised by the same public body.</p>			
<b>Budget</b>				
		9	<p><b>Budget</b></p> <p>1. The financial envelope for the implementation of the Framework Programme for the period 2021 – 2027 shall be EUR 94 100 000 000 in current prices for the specific programme referred to in Article 1(3)(a) and, in addition, the amount for the specific programme referred to in Article 1(3)(b), as laid down in Regulation.... Establishing the European Defence Fund.</p> <p>2. The indicative distribution of the amount referred to in paragraph 1, first half sentence, shall be:</p> <p>(a) EUR 25 800 000 000 for Pillar I ‘Open Science’ for the period 2021-2027, of which</p> <p>(1) EUR 16 600 000 000 for the European Research Council;</p> <p>(2) EUR 6 800 000 000 for Marie Skłodowska-Curie Actions;</p> <p>(3) EUR 2 400 000 000 for research infrastructures;</p> <p>(b) EUR 52 700 000 000 for Pillar II ‘Global Challenges and Industrial Competitiveness’ for the period 2021-2027, of which</p> <p>(1) EUR 7 700 000 000 for cluster ‘Health’;</p> <p>(2) EUR 2 800 000 000 for cluster ‘Inclusive and Secure Society’;</p> <p>(3) EUR 15 000 000 000 for cluster ‘Digital and Industry’;</p> <p>(4) EUR 15 000 000 000 for cluster ‘Climate, Energy and Mobility’;</p>	<p><b>new</b></p> <p>Horizon Europe has the highest financial budget of all other Framework Programmes so far. The lion share is dedicated to Pillar II “Global Challenges and Industrial Competitiveness”, which is also the focus of Horizon Europe.</p> <p>(3) Due to changed needs or unforeseen situations, the budget may deviate from the allocation mentioned in paragraph 2 up to 10%.</p> <p>(8) Resources that have been allocated to Member States due to shared management can be transferred to the Programme, if requested by the Member States concerned. If possible, these resources should be then used for the benefit of the respective Member State.</p> <p>This could be a possibility to allocate structural funds from the Member States to Horizon Europe. [see Articles 18(7) and 19(1)]</p> <p>(9) Annex IV contains an exemplary list of possible Programmes operated in synergy with Horizon Europe.</p>

		<p>(5) EUR 10 000 000 000 for cluster 'Food and Natural Resources';</p> <p>(6) EUR 2 200 000 000 for the non-nuclear direct actions of the Joint Research Centre (JRC);</p> <p>(c) EUR 13 500 000 000 for Pillar III 'Open Innovation' for the period 2021-2027, of which</p> <p>(1) EUR 10 500 000 000 for the European Innovation Council, including up to EUR 500 000 000 for European Innovation Ecosystems;</p> <p>(2) EUR 3 000 000 000 for the European Institute of Innovation and Technology (EIT);</p> <p>(d) EUR 2 100 000 000 for Part 'Strengthening the European Research Area' for the period 2021-2017, of which</p> <p>(1) EUR 1 700 000 000 for 'sharing excellence';</p> <p>(2) EUR 400 000 000 for 'reforming and enhancing the European R&amp;I System'.</p> <p>3. In order to respond to unforeseen situations or to new developments and needs, the Commission may, within the annual budgetary procedure, deviate from the amounts referred to in paragraph 2 up to a maximum of 10%. No such deviation shall be allowed in respect of the amounts referred to in points (b) (6) of paragraph 2 of this Article and the total amount set out for Part 'Strengthening the European Research Area' of paragraph 2 of this Article.</p> <p>4. The amount referred to in paragraph 1, first half sentence, may also cover expenses for preparation, monitoring, control, audit, evaluation and other activities and expenditures necessary for managing and implementing the Programme, including all administrative expenditure, as well as evaluating the achievement of its objectives. It may moreover cover expenses relating to the studies, meetings of experts, information and communication actions, in so far as they are related to the objectives of the Programme, as well as expenses linked to information technology networks focusing on information processing and exchange, including corporate information technology tools and other technical and administrative assistance needed in connection with the management of the Programme.</p>	
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<b>Open Access and Open Data (also: Article 35 ""')</b>				
		10	<p><b>Open access and open data</b></p> <p>1. Open access to scientific publications resulting from research funded under the Programme shall be ensured in accordance with Article 35(3). Open access to research data shall be ensured in line with the principle 'as open as possible, as closed as necessary'. Open access to other research outputs shall be encouraged.</p> <p>2. Responsible management of research data shall be ensured in line with the principles 'Findability', 'Accessibility', 'Interoperability' and 'Reusability' (FAIR).</p>	<p><b>new</b></p> <p>(1) Horizon 2020 included open access to "peer-reviewed scientific publications" and the "deposited underlying research data". In Horizon Europe, open access to publications is the general rule, but now refers to all research data. [Exceptions regarding research data: see Article 35(3)]. Furthermore, there is a new emphasis on open access to all other <b>research outputs</b>.</p>

			3. Open science practices beyond open access to research outputs and responsible management of research data shall be promoted.	(3) There will be also an emphasis on open science practices.
<b>Complementary and Combined Funding</b>				
		11	<p><b>Complementary and combined funding</b></p> <p>Actions awarded a Seal of Excellence certification, or which comply with the following cumulative, comparative, conditions:</p> <p>(a) they have been assessed in a call for proposals under the Programme;</p> <p>(b) they comply with the minimum quality requirements of that call for proposals;</p> <p>(c) they may not be financed under that call for proposals due to budgetary constraints, may receive support from the European Regional Development Fund, the Cohesion Fund, the European Social Fund+ or the European Agricultural Fund for Rural Development, in accordance with paragraph 5 of Article [67] of Regulation (EU) XX [Common Provisions Regulation] and Article [8] or Regulation (EU) XX [Financing, management and monitoring of the Common Agricultural Policy], provided that such actions are consistent with the objectives of the programme concerned. The rules of the Fund providing support shall apply.</p>	<p><b>new</b></p> <p>It is not clearly described that concerning “seal of excellence” actions both, national funds and structural funds, can be granted even beyond the funding frame under certain conditions.</p>
<b>Associated Third Countries</b>				
		12	<p><b>Third countries associated to the Programme</b></p> <p>1. The Programme shall be open to association of the following third countries:</p> <p>(a) European Free Trade Association (EFTA) members which are members of the European Economic Area (EEA), in accordance with the conditions laid down in the EEA agreement;</p> <p>(b) acceding countries, candidate countries and potential candidates, in accordance with the general principles and general terms and conditions for the participation of those countries in Union programmes established in the respective framework agreements and Association Council decisions, or similar agreements, and in accordance with the specific conditions laid down in agreements between the Union and those countries;</p>	<p><b>new</b></p> <p>(1) The RfP Horizon Europe list the possible third countries that may associate to the Programme.</p> <p>It can be highlighted that in general third countries (e.g. Great Britain) fulfilling the conditions of Article 12(1)(d) could be associated to Horizon Europe.</p> <p>(4) In case of significant imbalance between a third country’s contribution to Horizon Europe and the received funding amounts out of it, there will be conditions for automatic correction.</p>

		<p>(c) countries covered by the European Neighbourhood Policy, in accordance with the general principles and general terms and conditions for the participation of those countries in Union programmes established in the respective framework agreements and Association Council decisions, or similar agreements, and in accordance with the specific conditions laid down in agreements between the Union and those countries;</p> <p>(d) third countries and territories that fulfil all of the following criteria:</p> <ul style="list-style-type: none"> <li>i. a good capacity in science, technology and innovation;</li> <li>ii. commitment to a rules-based open market economy, including fair and equitable dealing with intellectual property rights, backed by democratic institutions;</li> <li>iii. active promotion of policies to improve the economic and social wellbeing of citizens.</li> </ul> <p>Association to the Programme of each of the third countries under point (d) shall be in accordance with the conditions laid down in a specific agreement covering the participation of the third country to any Union programme, provided that the agreement:</p> <ul style="list-style-type: none"> <li>– ensures a fair balance as regards the contributions and benefits of the third country participating in the Union programmes;</li> <li>– lays down the conditions of participation in the programmes, including the calculation of financial contributions to individual programmes and their administrative costs. These contributions shall constitute assigned revenues in accordance with Article 21(5) of the Financial Regulation;</li> <li>– does not confer to the third country a decisional power on the programme;</li> <li>– guarantees the rights of the Union to ensure sound financial management and to protect its financial interests.</li> </ul> <p>2. The scope of association of each third country to the Programme shall take into account the objective of driving economic growth in the Union through innovation. Accordingly, with the exception of EEA members, acceding countries, candidate countries and potential candidates, parts of the Programme may be excluded from an association agreement for a specific country.</p>	
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<b>Funding Bodies and JRC</b>				
1 (3) (4)	<p><b>Subject matter and scope</b></p> <p>3. Regulation (EC) No 294/2008 or any basic act which entrusts budget implementation tasks to a funding body under Article 185 TFEU may establish rules which depart from those laid down in this Regulation. In order to take into account their specific operating needs and subject to the rules established in the relevant basic act, the Commission shall be empowered to adopt delegated acts in accordance with Article 56, with regard to funding bodies set up under Article 187 TFEU concerning: [...]</p> <p>4. This Regulation shall not apply to direct actions carried out by the Joint Research Centre (JRC).</p>	13	<p><b>Funding bodies and direct actions of JRC</b></p> <p>1. Funding bodies may depart from the rules set out in this Title only if this is provided for in the basic act setting up the funding body or entrusting budget implementation tasks to it or, for funding bodies under Article 62(1)(c)(ii), (iii) or (v) of the Financial Regulation, if it is provided for in the contribution agreement and their specific operating needs or the nature of the action so require.</p> <p>2. The rules set out in this Title shall not apply to direct actions undertaken by the JRC.</p>	change in wording, but not in meaning
<b>Proposals</b>				
13	<p><b>Proposals</b></p> <p>4. Where relevant and specified in the work programme or the work plan, proposals shall explain how and to what extent gender analysis is relevant to the content of the intended project.</p>			<p><b>removed</b></p> <p>This Paragraph has been removed from the RfP Horizon Europe. Therefore, according to the RfP, a gender analysis in the proposal is not obligatory anymore.</p>
<b>Eligible Actions, Ethics and Security</b>				
13	<p><b>Proposals</b></p> <p>2. Any proposal for research on human embryonic stem cells shall include, as appropriate, details of licensing and control measures that will be taken by the competent authorities of the Member States concerned as well as details of the ethical approvals that will be provided. As regards the derivation of human embryonic stem cells, institutions, organisations and</p>	14	<p><b>Eligible actions</b></p> <p>1. Without prejudice to paragraphs 2 to 3 of this Article, only actions implementing the objectives referred to in Article 3 shall be eligible for funding. The following fields of research shall not be financed: (a) activities aiming at human cloning for reproductive purposes;</p>	<p><b>new</b></p> <p>(1) (3) In Horizon Europe, three fields of research are explicitly excluded from funding [see Article 1(a) (b) (c)]. All those fields may be reviewed within the context of the interim evaluation in the light of scientific advances.</p>

	<p>researchers shall be subject to strict licensing and control in accordance with the legal framework of the Member States concerned.</p> <p>3. A proposal which contravenes ethical principles or any applicable legislation, or which does not fulfil the conditions set out in Decision No 2013/743/EU, in the work programme, in the work plan or in the call for proposals may be excluded from the evaluation, selection and award procedures at any time.</p>	<p>(b) activities intended to modify the genetic heritage of human beings which could make such changes heritable; (c) activities intended to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.</p> <p>2. Research on human stem cells, both adult and embryonic, may be financed, depending both on the contents of the scientific proposal and the legal framework of the Member States involved. No funding shall be granted for research activities that are prohibited in all the Member States. No activity shall be funded in a Member State where such activity is forbidden.</p> <p>3. The fields of research set out in paragraph 1 may be reviewed within the context of the interim evaluation referred to in Article 47(2) in the light of scientific advances.</p>	<p>(2) While in Horizon 2020 only human embryonic stem cell research proposals had to describe details on licensing and control measures according to the legislation of the Member States, this now applies to embryonic <b>and</b> adult human stem cells.</p> <p>[see also: Article 15]</p>
14	<p><b>Ethics review</b></p> <p>1. The Commission shall systematically carry out ethics reviews for proposals raising ethical issues. That review shall verify the respect of ethical principles and legislation and, in the case of research carried out outside the Union, that the same research would have been allowed in a Member State.</p> <p>2. The Commission shall make the process of the ethics review as transparent as possible and ensure that it is carried out in a timely manner avoiding, where possible, the resubmission of documents.</p>	15	<p><b>Ethics</b></p> <p>1. Actions carried out under the Programme shall comply with ethical principles and relevant national, Union and international legislation, including the Charter of Fundamental Rights of the European Union and the European Convention on Human Rights and its Supplementary Protocols. Particular attention shall be paid to the principle of proportionality, the right to privacy, the right to the protection of personal data, the right to the physical and mental integrity of a person, the right to non-discrimination and the need to ensure high levels of human health protection.</p> <p>2. Entities participating in the action shall provide: (a) an ethics self-assessment identifying and detailing all the foreseeable ethics issues related to the objective, implementation and likely impact of the activities to be funded, including a confirmation of compliance with paragraph 1, and a description of how it will be ensured; (b) a confirmation that the activities will comply with the European Code of Conduct for Research Integrity published by All European Academies and that no activities excluded from funding will be conducted;</p> <p><b>new</b></p> <p>The ethic section is better elaborated than in the RfP Horizon 2020. However, the described procedures are already usual practice in Horizon 2020. The reference to the “The European Code of Conduct for Research Integrity” is new and will help researchers to carry out their research according to “good research practices”.</p> <p>[see also: Article 14]</p>



			<p>(c) for activities carried out outside the Union, a confirmation that the same activities would have been allowed in a Member State; and</p> <p>(d) for activities making use of human embryonic stem cells, as appropriate, details of licensing and control measures that shall be taken by the competent authorities of the Member States concerned as well as details of the ethics approvals that shall be obtained before the activities concerned start.</p> <p>3. Proposals shall be systematically screened to identify those actions raising complex or serious ethics issues and submit them to an ethics assessment. The ethics assessment shall be carried out by the Commission unless it is delegated to the funding body. For actions involving the use of human embryonic stem cells or human embryos, an ethics assessment shall be mandatory. Ethics screenings and assessments shall be carried out with the support of ethics experts. The Commission and the funding bodies shall ensure the transparency of the ethics procedures as much as possible.</p> <p>4. Entities participating in the action shall obtain all approvals or other mandatory documents from the relevant national, local ethics committees or other bodies such as data protection authorities before the start of the relevant activities. Those documents shall be kept on file and provided to the Commission or funding body upon request.</p> <p>5. If appropriate, ethics checks shall be carried out by the Commission or funding body. For serious or complex ethics issues, the checks shall be carried out by the Commission unless it is delegated to the funding body. Ethics checks shall be carried out with the support of ethics experts.</p> <p>6. Actions which are not ethically acceptable may be rejected or terminated at any time.</p>	
		16	<p><b>Security</b></p> <p>1. Actions carried out under the Programme shall comply with the applicable security rules and in particular rules on protection of classified information against unauthorised disclosure, including compliance with any relevant national and Union law. In case of research carried out outside the</p>	<p><b>new</b></p> <p>The Security section is better elaborated than in the RFP Horizon 2020. However, the described procedures are already usual practice in Horizon 2020.</p>

			<p>Union using and/or generating classified information, it is necessary that, in addition to the compliance with those requirements, a security agreement shall have to be concluded between the Union and the third country in which the research is conducted.</p> <p>2. Where appropriate, proposals shall include a security self-assessment identifying any security issues and detailing how these issues will be addressed in order to meet the relevant national and Union law.</p> <p>3. Where appropriate, the Commission or funding body shall carry out a security scrutiny for proposals raising security issues.</p> <p>4. Where appropriate, the actions shall comply with Decision (EU, Euratom) 2015/444, and its implementing rules.</p> <p>5. Entities participating in the action shall ensure the protection against unauthorised disclosure of classified information used and/or generated by the action. They shall provide proof of personal and/or facility security clearance from the relevant national security authorities, prior to the start of the activities concerned.</p> <p>6. If external experts have to deal with classified information, the appropriate security clearance shall be required before those experts are appointed.</p> <p>7. Where appropriate, the Commission or funding body may carry out security checks.</p> <p>8. Actions which do not comply with security rules may be rejected or terminated at any time.</p>	
<b>Grants, Enquiries and Complaints</b>				
		17	<p><b>Grants</b></p> <p>Grants under the Programme shall be awarded and managed in accordance with Title VIII of the Financial Regulation, unless otherwise specified in this Chapter.</p>	<b>new</b>
17	<a href="#">Enquiries and complaints</a>			<b>removed</b>

	<p>1. The Commission shall ensure the existence of a procedure for participants to make enquiries or complaints about their involvement in Horizon 2020.</p> <p>2. The Commission shall ensure that information on how to register concerns, enquiries or complaints is made available to all participants and is published on-line.</p>			<p>This Paragraph has been removed from the RfP Horizon Europe and consequently there is no enquiry procedure foreseen anymore. Concerning complaints there is only the evaluation review procedure remaining.</p> <p>[see also: Article 27]</p>
<b>Entities Eligible for Participation, Grant Agreement, Entities Eligible for Funding</b>				
7	<p><b>Legal entities that may participate in actions</b></p> <p>1. Any legal entity, regardless of its place of establishment, or international organisation may participate in <b>an action</b> provided that the conditions laid down in this Regulation have been met, together with any conditions laid down in the <b>relevant</b> work programme or <b>work plan</b>.</p> <p>2. The relevant work programme may restrict the participation in Horizon 2020 or parts thereof of legal entities established in third countries where conditions for the participation of legal entities from Member States, or of their affiliated entities established in a third country, in the third country's research and innovation programmes are considered to be prejudicial to the Union's interests.</p> <p>3. The relevant work programme or work plan may exclude entities unable to provide satisfactory security guarantees, including as regards personnel security clearance if justified by security reasons.</p> <p>4. The JRC may participate in actions with the same rights and obligations as a legal entity established in a Member State.</p>	18	<p><b>Entities eligible for participation</b></p> <p>1. Any legal entity, regardless of its place of establishment, or international organisation may participate in actions <b>under the Programme</b>, provided that the conditions laid down in this Regulation have been met together with any conditions laid down in the work programme or <b>call</b>.</p>	<p><b>change in wording and meaning</b></p> <p>(1) Additional conditions for participation may be laid down not only in the work programme, but also in the call.</p> <p>The possibility to restrict third country organisations' participation due to contradictory Union interests or exclude entities without satisfactory security guarantees is not mentioned anymore in the RfP Horizon Europe.</p>
9	<p><b>Conditions for participation</b></p> <p>1. The following minimum conditions shall apply:</p> <p>(a) at least three legal entities shall participate in an action;</p> <p>(b) three legal entities shall each be established in a different Member State or associated country; and</p> <p>(c) the three legal entities referred to in point (b) shall be independent of each other <b>within the meaning of Article 8</b>.</p>		<p>2. Entities shall be part of a consortium that shall include at least three independent legal entities each established in a different Member State or associated country <b>and with at least one of them established in a Member State, unless:</b></p> <p><b>(a) the work programme provides otherwise, if justified;</b></p> <p><b>(b) the action is one referred to in paragraphs 3 or 4.</b></p> <p>3. European Research Council (ERC) frontier research actions, <b>European Innovation Council (EIC) actions</b>, training and mobility actions or programme co-fund actions may be</p>	<p>(2) The general conditions of participation (at least three independent legal entities established in different Member States or associated countries) remains the same for Horizon Europe.</p> <p>NEW: In Horizon Europe, at least one of those entities must be established in a Member State. Other than in Horizon 2020, in general a consortium of at least three associated countries</p>

	<p>2. For the purposes of paragraph 1, where one of the participants is the JRC, or an international European interest organisation or an entity created under Union law, it shall be deemed to be established in a Member State or associated country other than any Member State or associated country in which another participant in the same action is established.</p> <p>3. By way of derogation from paragraph 1, the minimum condition shall be the participation of one legal entity established in a Member State or associated country, in the case of:</p> <p>(a) European Research Council (ERC) frontier research actions;</p> <p>(b) the SME instrument, where the action has a clear European added value;</p> <p>(c) programme co-fund actions; and</p> <p>(d) justified cases provided for in the work programme or work plan.</p> <p>4. By way of derogation from paragraph 1, in the case of coordination and support actions and training and mobility actions, the minimum condition shall be the participation of one legal entity.</p> <p>5. Where appropriate and duly justified, work programmes or work plans may provide for additional conditions according to specific policy requirements or to the nature and objectives of the action, including inter alia conditions regarding the number of participants, the type of participant and the place of establishment.</p>	<p>implemented by one or more legal entities, one of which must be established in a Member State or associated country.</p> <p>4. Coordination and support actions may be implemented by one or more legal entities, which may be established in a Member State, associated country or in another third country.</p> <p>5. For actions related to Union strategic assets, interests, autonomy or security, the work programme may provide that the participation can be limited to those legal entities established in Member States only, or to those legal entities established in specified associated or other third countries in addition to Member States.</p> <p>6. The work programme may provide for eligibility criteria in addition to those set out in paragraphs 2, 3, 4, and 5 according to specific policy requirements or to the nature and objectives of the action, including the number of legal entities, the type of legal entity and the place of establishment.</p> <p>7. For actions benefiting from amounts under Article 9(8), the participation shall be limited to a single legal entity established in the jurisdiction of the delegating Managing Authority, except if otherwise agreed with the Managing Authority and provided for in the work programme.</p> <p>8. Where indicated in the work programme, the Joint Research Centre may participate in actions.</p> <p>9. The Joint Research Centre, international European research organisations and legal entities created under Union law shall be deemed to be established in a Member State other than the ones in which other legal entities participating in the action are established.</p> <p>10. For European Research Council (ERC) frontier research actions and training and mobility actions, international organisations with headquarters in a Member State or associated country shall be deemed to be established in this Member State or associated country.</p>	<p>will not fulfil the minimum participation criteria anymore.</p> <p>(3) (4) There are exceptions for ERC, EIC, training and mobility, coordination and support as well as co-fund actions and if foreseen in the work programme.</p> <p>(5) For specific reasons, the participation can be limited to Member States only or specified associated or third countries in addition to Member States.</p> <p>(7) Concerning Union shared-management programmes according to Article 9(8), in general there must be a limitation in participation. [see also: Articles 9(8) and 19(1)]</p>
18	Grant agreement		removed

<p>1. The Commission shall, in close cooperation with the Member States, draw up model grant agreements between the Commission or the relevant funding body and the participants in accordance with this Regulation. If a significant modification of a model grant agreement is required, the Commission shall, in close cooperation with the Member States, revise it as appropriate.</p> <p>2. 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>3. The grant agreement shall establish the rights and obligations of the participants and of either the Commission or the relevant funding body in compliance with this Regulation. It shall also establish the rights and obligations of legal entities which become participants during the implementation of the action, as well as the role and tasks of a consortium coordinator.</p> <p>4. On the basis of a requirement in a work programme or work plan, the grant agreement may establish rights and obligations of the participants with regard to access rights, exploitation and dissemination, in addition to those laid down in this Regulation.</p> <p>5. The grant agreement shall, where appropriate and to the extent possible, reflect the general principles laid down in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers, principles of research integrity, the Commission Recommendation on the management of intellectual property in knowledge transfer activities, the Code of Practice for universities and other public research institutions as well as the gender equality principle laid down in Article 16 of Regulation (EU) No 1291/2013.</p> <p>6. The grant agreement shall, where appropriate, contain provisions ensuring the respect of ethical principles, including the establishment of an independent ethics board and the right of the Commission to carry out an ethics audit by independent experts.</p>		<p>This Article has been removed from the RFP Horizon Europe.</p> <p>(1) A close cooperation between the Commission and the Member States concerning the drawing up of MGAs as well as their modification should be further mentioned in the RFP Horizon Europe.</p> <p>(5) The European Charter for Research and the Code of Conduct for the Recruitment of Researchers should be considered by the GA where appropriate and possible. This is missing in the RFP Horizon Europe. What would this mean for the future of the current Article 32 MGA in Horizon 2020?</p> <p>If this rule will be further included in the MGA Horizon Europe, it seems advisable that the provision on the implementation of Charter and Code by all beneficiaries remains a “best-effort” obligation.</p>
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	7. In duly justified cases, specific grants for actions may form part of a framework partnership in accordance with Regulation (EU, Euratom) No 966/2012 and Regulation (EU) No 1268/2012.			
10	<p><b>Eligibility for funding</b></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>2. In the case of a participating international organisation or in the case of a participating legal entity established in a third country, neither of which are eligible for funding according to paragraph 1, funding from the Union may be granted provided that at least one of the following conditions is fulfilled:</p> <p>(a) the participation is deemed essential for carrying out the action by the Commission or the relevant funding body;</p> <p>(b) such funding is provided for under a bilateral scientific and technological agreement or any other arrangement between the Union and the international organisation or, for entities established in third countries, the country in which the legal entity is established.</p>	19	<p><b>Entities eligible for funding</b></p> <p>1. Entities are eligible for funding if they are established in a Member State or associated country. For actions benefiting from amounts under Article 9(8), only entities established in the jurisdiction of the delegating Managing Authority shall be eligible for funding out of these amounts.</p> <p>2. Entities established in a non-associated third country should in principle bear the cost of their participation. However, for low to middle income countries and exceptionally for other non-associated third countries they could be eligible for funding in an action if:</p> <p>(a) the third country is identified in the work programme adopted by the Commission; or</p> <p>(b) the Commission or funding body consider that its participation is essential for implementing the action;</p> <p>3. Affiliated entities are eligible for funding in an action if they are established in a Member State, Associated country, or in a third country identified in the work programme adopted by the Commission.</p>	<p><b>change in wording and meaning</b></p> <p>(1) Concerning Union shared-management programmes according to Article 9(8), only entities in the jurisdiction of the delegating Managing Authority shall be eligible for funding thereunder. [see also: Articles 9(8) and 18(7)]</p> <p>(2) Low to middle income countries are now explicitly mentioned in the RfP Horizon Europe, but legally, in our view, there is no change in meaning.</p> <p>Compared to Horizon 2020, only two alternative conditions for funding of non-associated third countries are required (mentioning in the work programme or essential for implementing the action). A bilateral or other arrangement between the Union and the international organization/relevant country is no basis for funding anymore, which has already had no practical relevance in Horizon 2020.</p> <p>(3) As in Horizon 2020, affiliated entities still are eligible for funding.</p>
19	<p><b>Grant decisions</b></p> <p>Where appropriate, and in duly justified cases, the Commission, in accordance with Article 121(1) of Regulation (EU, Euratom) No 966/2012, or the relevant funding body, may notify grant decisions instead of entering into grant agreements. The provisions of this Regulation referring to grant agreements shall apply mutatis mutandis.</p>			<p><b>removed</b></p> <p>This Article has been removed from the RfP Horizon Europe, but already had no practical relevance in Horizon 2020.</p>
<b>Calls for Proposals</b>				
11	<p><b>Calls for proposals</b></p> <p>1. Calls for proposals shall be issued in accordance with Regulation (EU, Euratom) No 966/2012 and Regulation (EU) No 1268/12, taking account in particular of the need for</p>	20	<p><b>Calls for proposals</b></p> <p>1. For all actions, except for EIC Pathfinder transition activities, the content of the calls for proposals shall be contained in the work programme.</p>	<p><b>change in wording and meaning</b></p> <p>The need to issue calls for proposals taking into account the need for transparency, non-</p>

	<p>transparency and non-discrimination, and for flexibility appropriate to the diverse nature of the research and innovation sectors.</p> <p>2. As an exception and without prejudice to the other cases provided for in Regulation (EU, Euratom) No 966/2012 and Regulation (EU) No 1268/2012, calls for proposals shall not be issued for coordination and support actions and programme co-fund actions to be carried out by legal entities identified in the work programmes or work plans provided that the action does not fall within the scope of a call for proposals.</p> <p>3. In accordance with the relevant rules of Regulation (EU, Euratom) No 966/2012 and Regulation (EU) No 1268/2012, sufficient time periods for preparing proposals shall be provided, with reasonable notice of upcoming calls for proposals through the publication of a work programme and a reasonable time period between the publication of a call for proposals and the deadline for submitting a proposal.</p>		<p>2. For EIC Pathfinder transition activities: (a) the launch and the content of the calls for proposals shall be determined with regard to objectives and budget established by the work programme in relation with the concerned portfolio of actions; (b) grants for a fixed amount not exceeding EUR 50,000 may be awarded without a call for proposals to carry out urgent coordination and support actions for reinforcing the portfolio's community of beneficiaries or assessing possible spin-offs or potential market creating-innovation.</p> <p>3. If necessary to achieve their objectives, calls may be restricted to develop additional activities or to add additional partners to existing actions.</p> <p>4. A call for proposals is not required for coordination and support actions or programme co-fund actions which: (a) are to be carried out by the Joint Research Centre or legal entities identified in the work programme and (b) do not fall within the scope of a call for proposals.</p> <p>5. The Work Programme shall specify calls for which "Seals of Excellence" will be awarded. With prior authorisation from the applicant, information concerning the application and the evaluation may be shared with interested financing authorities, subject to the conclusion of confidentiality agreements.</p>	<p>discrimination, and for flexibility has been removed.</p> <p>(1) It is not clear, why the content of the calls for proposals for "EIC Pathfinder transition activities" should not be contained in the work programme?</p> <p>(2)(b) The grants not exceeding EUR 50.000 may be awarded without calls for proposals, but must be monitored thoroughly.</p> <p>(3) Calls may develop additional activities or add additional partners to existing actions, if necessary.</p> <p>(4) There is a minor change, as the JRC is explicitly mentioned among the actions that do not require a call for proposals.</p> <p>(5) The specified calls for "Seals of Excellence" need to be described more in detail.</p> <p>Under the condition of confidentiality agreements with the applicant, certain information may be shared with interested financing authorities. There is no definition of what is meant by an "interested financing authority"?</p> <p>The rule for respecting sufficient time periods for preparing proposals, including reasonable notice of upcoming calls for proposals and reasonable time periods between the publication of a call for proposals and the deadline for submitting a proposal, has been removed. This might facilitate circumstances for the European Commission, but could have strong repercussions for applicants.</p>
<b>Joint Calls</b>				
12	<p><b>Joint calls with third countries or with international organisations</b></p> <p>1. Joint calls for proposals with third countries or their scientific and technological organisations and agencies or with international organisations may be issued to jointly fund</p>	21	<p><b>Joint calls</b></p> <p>The Commission or funding body may issue a joint call for proposals with: (a) third countries, including their scientific and technological organisations or agencies;</p>	<p><b>change in wording and meaning</b></p> <p>In Horizon Europe, no priority areas are mentioned and non-profit legal entities have been added as call partners.</p>

	<p>actions in priority areas of common interest and expected mutual benefit where there is a clear added value for the Union. Proposals shall be evaluated and selected through joint evaluation and selection procedures to be agreed upon. Such evaluation and selection procedures shall ensure compliance with the principles set out in Title VI of Regulation (EU, Euratom) No 966/2012 and involve a balanced group of independent experts appointed by each party.</p> <p>2. Legal entities receiving funding from the Union shall conclude a grant agreement with the Union or the relevant funding body. That grant agreement shall include a description of the work to be done by those participants and by the participating legal entities from the third countries involved.</p> <p>3. Legal entities receiving funding from the Union shall conclude a coordination agreement with the participating legal entities receiving funding from the relevant third countries or international organisations.</p>		<p>(b) international organisations; (c) <b>non-profit legal entities.</b> <b>In the case of a joint call, joint procedures shall be established for selection and evaluation of proposals. The procedures shall involve a balanced group of experts appointed by each party.</b></p>	<p>A balanced group of experts is explicitly mentioned for selection and evaluation of proposals.</p> <p>There is no major difference compared to Horizon 2020. The impact of the new approach is expected to be low.</p>
<b>Time to Pay</b>				
21	<p><b>Time to Pay</b></p> <p>Participants shall be paid in a timely manner in accordance with Regulation (EU, Euratom) No 966/2012. When a payment has been made to the coordinator, the Commission or the relevant funding body shall notify the participants thereof.</p>			<p><b>removed</b></p> <p>This Article has been removed from the RfP Horizon Europe.</p> <p>If there is a guarantee that this rule is included in the MGA for Horizon Europe, its mentioning on the level of the RfP is considered not necessary.</p>
<b>Procurement (also: Article 40 “Procurement”)</b>				
51	<p><b>Procurement, pre-commercial procurement and public procurement of innovative solutions</b></p> <p>1. Any procurement carried out by the Commission on its own behalf or jointly with Member States shall be subject to the rules on public procurement set out in Regulation (EU, Euratom) No 966/2012 and Regulation (EU) No 1268/2012.</p> <p>2. Union funding may take the form of pre-commercial procurement or the procurement of innovative solutions carried out by the Commission or the relevant funding body on its own behalf or jointly with contracting authorities from Member States and associated countries.</p> <p>The procurement procedures:</p>	22	<p><b>Pre-commercial procurement and procurement of innovative solutions</b></p> <p>1. <b>Actions may involve or have as their primary aim pre-commercial procurement or public procurement of innovative solutions that shall be carried out by beneficiaries which are contracting authorities or contracting entities as defined in Directives 2014/24/EU, 2014/25/EU and 2009/81/EC.</b></p> <p>2. The procurement procedures: (a) shall comply with the principles of transparency, non-discrimination, equal treatment, sound financial management, proportionality <b>and</b> competition rules;</p>	<p><b>change in wording and meaning</b></p> <p>The described rules for pre-commercial procurement and procurement of innovative solutions are extensively identical to those in Horizon 2020.</p> <p>We would welcome the mentioning of Innovation Partnerships [see Article 31 of the Directive 2014/24/EU] as a new instrument for innovation procurement that opens up new possibilities for collaboration between contracting authorities and contractors.</p>



	<p>(a) shall comply with the principles of transparency, non-discrimination, equal treatment, sound financial management, proportionality, <a href="#">with competition rules and, where applicable, with Directives 2004/17/EC, 2004/18/EC and 2009/81/EC, or, where the Commission acts on its own behalf, with Regulation (EU, Euratom) No 966/2012;</a></p> <p>(b) may provide for specific conditions such as the place of performance of the procured activities being limited for pre-commercial procurement, to the territory of the Member States and of countries associated <a href="#">to Horizon 2020 where duly justified by the objectives of the actions;</a></p> <p>(c) may authorise the award of multiple contracts within the same procedure (multiple sourcing);</p> <p>(d) shall provide for the award of the contracts to the tender(s) offering best value for money.</p> <p><a href="#">3. Unless otherwise stipulated in the call for tenders, results generated by procurement carried out by the Commission shall be owned by the Union.</a></p> <p><a href="#">4. Specific provisions regarding ownership, access rights and licensing shall be laid down in the contracts regarding pre-commercial procurement to ensure maximum uptake of the results and to avoid any unfair advantage.</a> The contractor generating results in pre-commercial procurement shall own at least the attached intellectual property rights. The contracting authorities shall enjoy at least royalty-free access rights to the results for their own use and the right to grant, or require the participating contractors to grant, non-exclusive licences to third parties to exploit the results under fair and reasonable conditions without any right to sub-license. If a contractor fails to commercially exploit the results within a given period after the pre-commercial procurement as identified in the contract, <a href="#">it shall</a> transfer any ownership of the results to the contracting authorities.</p> <p><a href="#">5. Specific provisions regarding ownership, access rights and licensing may be laid down in the contracts regarding public procurement of innovative solutions to ensure maximum uptake of the results and to avoid any unfair advantage.</a></p>	<p>(b) for pre-commercial procurement, may provide for specific conditions such as the place of performance of the procured activities being limited to the territory of the Member States and of associated countries;</p> <p>(c) may authorise the award of multiple contracts within the same procedure (multiple sourcing); <b>and</b></p> <p>(d) shall provide for the award of the contracts to the tender(s) offering best value for money <b>while ensuring absence of conflict of interest.</b></p> <p>3. The contractor generating results in pre-commercial procurement shall own at least the attached intellectual property rights. The contracting authorities shall enjoy at least royalty-free access rights to the results for their own use and the right to grant, or require the participating contractors to grant, non-exclusive licences to third parties to exploit the results <b>for the contracting authority</b> under fair and reasonable conditions without any right to sub-license. If a contractor fails to commercially exploit the results within a given period after the pre-commercial procurement as identified in the contract, <b>the contracting authorities can require it to</b> transfer any ownership of the results to the contracting authorities.</p>	<p>[see also: Article 40]</p>
<b>Secure Electronic System</b>			
22	<a href="#">Secure electronic system</a>		removed

	All exchanges with participants, including the conclusion of grant agreements, the notification of grant decisions and any amendments thereto, may be made through an electronic exchange system set up by the Commission or by the relevant funding body, as stipulated in Article 179 of Regulation (EU) No 1268/2012.			This Article has been removed from the RfP Horizon Europe.  It may be useful to mention the Participant Portal not only in the explanatory memorandum [see point (29)], but also in the legal text of the RfP Horizon Europe to assure continuity.
<b>Cumulative Funding</b>				
37	<b>Cumulative funding</b>  An action for which a grant from the Union budget has been awarded may also give rise to the award of a grant on the basis of Regulation (EU) No 1291/2013, provided that the grants do not cover the same cost items.	23	<b>Cumulative funding</b>  An action that has received a contribution from another Union programme may also receive a contribution under the Programme, provided that the contributions do not cover the same costs. The rules of each contributing Union programme shall apply to its respective contribution to the action. The cumulative funding shall not exceed the total eligible costs of the action and the support from different Union programmes may be calculated on a pro-rata basis in accordance with the documents setting out the conditions for support.	<b>change in wording and meaning</b>  Funding for actions under Horizon Europe and under any other Union programme (e.g. ESIF included) is possible, providing no coverage of the same costs. This was already possible in Horizon 2020.  In the case of ERA-NET COFUND actions under Horizon 2020 it was impossible to use ESIF funding for transnational projects in a co-funded call, while receiving EU-top-up-funding. With this restriction in place, this will also not be possible in Horizon Europe.
<b>Selection criteria, award criteria and evaluation (also: Article 27 "Evaluation Review Procedure")</b>				
15	<b>Selection and award criteria</b>  1. The proposals submitted shall be evaluated on the basis of the following award criteria: (a) excellence; (b) impact; (c) quality and efficiency of the implementation.  2. Only the criterion referred to in point (a) of paragraph 1 shall apply to proposals for ERC frontier research actions.  3. The criterion referred to in point (b) of paragraph 1 may be given a higher weighting for proposals for innovation actions.  4. The work programme or work plan shall lay down further details of the application of the award criteria laid down in paragraph 1, and specify weightings and thresholds.  5. The Commission shall take into account the possibility of a two-stage submission procedure provided for in Regulation	25	<b>Award criteria</b>  1. A proposal shall be evaluated on the basis of the following award criteria: (a) excellence; (b) impact; (c) quality and efficiency of the implementation.  2. Only the criterion referred to in point (a) of paragraph 1 shall apply to proposals for ERC frontier research actions.  3. The work programme shall lay down further details of the application of the award criteria laid down in paragraph 1, and may specify weightings and thresholds.  24 <b>Selection criteria</b>  1. By derogation from Article 198 of the Financial Regulation, the financial capacity shall be verified only for the coordinator	<b>change in wording and meaning</b>  The rules about award criteria remained the same as for Horizon 2020, except of the fact that there must be no higher weighting of "impact" for proposals for IAs anymore. Only the work programme or work plan can lay down further details and specifications. There should be a clear indication of cases where such higher weighting of "impact" for IA proposals is not obligatory, instead of establishing it as a general rule.  <b>change in wording and meaning</b>  The possibility of a two-stage submission procedure has been removed from the RfP Horizon Europe.

<p>(EU, Euratom) No 966/2012 and Regulation (EU) No 1268/2012, where appropriate and consistent with the objectives of the call for proposals.</p> <p>6. Proposals shall be ranked according to the evaluation results. The selection shall be made on the basis of that ranking.</p> <p>7. The evaluation shall be carried out by independent experts.</p> <p>8. In the case of a legal entity referred to in Article 11(2) or in other duly justified exceptional circumstances, the evaluation may be carried out in a manner derogating from paragraph 7. In each case of such evaluation the Commission shall provide the Member States with detailed information on the evaluation procedure used and its outcome.</p> <p>9. 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>10. The financial capacity shall not be verified either in respect of legal entities whose viability is guaranteed by a Member State or an associated country or in respect of higher and secondary education establishments.</p> <p>11. Financial capacity may be guaranteed by any other legal entity, whose financial capacity shall in turn be verified in accordance with paragraph 9.</p>	<p>26</p>	<p>and only if the requested funding from the Union for the action is equal or <b>greater than</b> EUR 500 000.</p> <p>2. <b>However, if there are grounds to doubt the financial capacity or if there is a higher risk due to the participation in several ongoing actions funded by Union research and innovation programmes</b>, the Commission or funding body shall verify also the financial capacity of other <b>applicants</b> or of coordinators <b>below the threshold referred to in paragraph 1</b>.</p> <p>3. <b>If the financial capacity is structurally</b> guaranteed by another legal entity, <b>the financial capacity of the latter</b> shall be verified.</p> <p>4. <b>In case of weak financial capacity, the Commission or funding body may make participation of the applicant conditional on provision of a declaration on joint and several liability by an affiliated entity.</b></p> <p>5. <b>The contribution to the Mutual Insurance Mechanism set out in Article 33 shall be considered a sufficient guarantee under Article 152 of the Financial Regulation. No additional guarantee or security may be accepted from beneficiaries or imposed upon them.</b></p> <p><b>Evaluation</b></p> <p>1. <b>Proposals shall be evaluated by the evaluation committee which may be :</b> - fully or partially composed of external independent experts, - composed of representatives of Union Institutions or bodies as referred to in Article 150 of the Financial Regulation. <b>The evaluation committee may be assisted by independent experts.</b></p> <p>2. <b>Where necessary, the evaluation committee shall rank the proposals having passed the applicable thresholds, according to:</b> - the evaluation scores, - their contribution to the achievement of specific policy objectives, including the constitution of a consistent portfolio of projects.</p>	<p>(2) In Horizon Europe the financial capacity can be verified by the Commission or funding body below the threshold of EUR 500.000, not only in case of doubt, but also if there is a higher risk due to participation in several ongoing actions.</p> <p>(4) The future framework programme offers the possibility of demanding joint and several liability declarations from legal entities with a weak financial capacity.</p> <p>(5) The “Beneficiary Guarantee Fund” has been renamed to “Mutual Insurance Mechanism” without any change in meaning.</p> <p>[see also: Article 33]</p> <p><b>change in wording and meaning</b></p> <p>(1) In Horizon Europe it is remarkable that there will be an evaluation committee and in some cases other persons than only external independent experts may be part of that committee. It is not clear, whether (and if yes, in which cases) the other part of the committee should be composed of representatives of Union Institutions or bodies.</p> <p>(2) The first sentence of Article 15(6) of the RfP Horizon 2020 “Proposals shall be ranked according to the evaluation results.” has been replaced by the formulation “where necessary the evaluation committee shall rank the proposals [...]”.</p>
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			<p>The evaluation committee may also propose any substantial adjustments to the proposals in as far as needed for the consistency of the portfolio.</p>	<p>Consequently, there is no obligatory ranking of proposals anymore and it is unclear who will decide in which cases such ranking is necessary. There should be a clear indication of cases where such ranking is not obligatory, instead of establishing it as a general rule.</p> <p>Maybe the involvement of Member State committees would be suitable.</p> <p>Second sentence of Article 15(6) of the RfP Horizon 2020, “The selection shall be made on the basis of that ranking.” has been removed entirely, which means that there is no obligation anymore to select proposals according to a ranking. This appears to be reasonable concerning the ranking to achieve the specific policy objectives and consistency of the portfolio, but might undermine confidence in the evaluation and selection procedure.</p> <p>There should be a clear indication of cases where the selection of proposals according to a ranking is not obligatory, instead of establishing it as a general rule.</p> <p>If a substantial adjustment to the proposal is made and this leads to additional costs, those costs should be considered in the action’s budget.</p> <p>Remark: If “<b>portfolio of projects</b>” refers to “<b>portfolio of actions</b>” as defined in Article 2(5), this should be changed.</p>
<b>Consortium</b>				
24	<p><b>Consortium</b></p> <p>1. The members of any consortium wishing to participate in an action shall appoint one of them to act as coordinator, which shall be identified in the grant agreement. The coordinator shall be the principal point of contact between the members of the consortium in relations with the Commission or the relevant funding body, unless specified otherwise in the grant agreement, or in the event of non-compliance with its obligations under the grant agreement.</p>			<p><b>removed</b></p> <p>This Article has been removed from the RfP Horizon Europe and so they do not include any details about the consortium anymore, including the consortium agreement and the appointment of a coordinator.</p> <p>In the light of a wider use of lump sum payments for entire collaborative actions, the consortium</p>

	<p>2. The members of a consortium participating in an action shall conclude an internal agreement ("the consortium agreement") establishing their rights and obligations with respect to the implementation of the action in compliance with the grant agreement, except in duly justified cases provided for in the work programme or work plan or call for proposals. The Commission shall publish guidelines on the main issues that may be addressed by participants in the consortium agreement.</p> <p>3. The consortium agreement may stipulate inter alia the following: (a) the internal organisation of the consortium; (b) the distribution of the Union funding; (c) rules on dissemination, use and access rights, additional to those in Title III, Chapter I of this Regulation, and to the provisions in the grant agreement; (d) arrangements for settling internal disputes; (e) liability, indemnification and confidentiality arrangements between the participants. The members of the consortium may make any arrangements in the consortium they deem fit to the extent that those arrangements are not in conflict with the grant agreement or this Regulation.</p> <p>4. The consortium may propose to add or remove a participant or change the coordinator in accordance with the relevant provisions of the grant agreement, provided that the change is in conformity with the conditions for participation, does not adversely affect the implementation of the action and is not contrary to the principle of equal treatment.</p>			<p>agreement gains higher importance compared to current projects. This is due to the fact that the administrative responsibility as well as the risk of not receiving full or part of payments due to defaulting partners is much higher.</p> <p>Also for other collaborative actions, it can be considered as useful to include basic rules about the consortium agreement on the level of the RfP Horizon Europe, for assuring reconciliation of interests among the project partners.</p>
<b>Evaluation Review Procedure</b>				
16	<p><b>Evaluation review procedure</b></p> <p>1. The Commission or the relevant funding body shall provide a transparent evaluation review procedure for applicants which consider that the evaluation of their proposal has not been carried out in accordance with the procedures set out in this Regulation, the relevant work programme, work plan or the call for proposals.</p> <p>2. A request for review shall relate to a specific proposal, and shall be submitted by the coordinator of the proposal within</p>	27	<p><b>Evaluation review procedure</b></p> <p>1. An applicant may request an evaluation review if it considers that the applicable evaluation procedure has not been correctly applied to its proposal.</p> <p>2. An evaluation review applies only to the procedural aspects of the evaluation, not to the evaluation of the merits of the proposal.</p>	<p><b>change in wording and meaning</b></p> <p>(1) (2) (3) Rules concerning the request and absence of delay in the selection process of other proposals remain the same in Horizon Europe.</p> <p>The evaluation review committee, its composition, as well as how the review procedure should take place has been removed from the RfP Horizon Europe.</p>

	<p>30 days of the date on which the Commission or the relevant funding body informs the coordinator of the evaluation results.</p> <p>3. The Commission or the relevant funding body shall be responsible for the examination of the request referred to in paragraph 2. The examination shall cover only the procedural aspects of the evaluation, and not the merits of the proposal.</p> <p>4. An evaluation review committee composed of Commission staff or of staff of the relevant funding body shall provide an opinion on the procedural aspects of the evaluation process. It shall be chaired by an official of the Commission or of the relevant funding body, from a department other than that responsible for the call for proposals. The committee may recommend one of the following: (a) re-evaluation of the proposal primarily by evaluators not involved in the previous evaluation; (b) confirmation of the initial evaluation.</p> <p>5. On the basis of the recommendation referred to in paragraph 4, a decision shall be taken by the Commission or the relevant funding body and notified to the coordinator of the proposal. The Commission or the relevant funding body shall take such decision without undue delay.</p> <p>6. The review procedure shall not delay the selection process of proposals which are not the subject of requests for review.</p> <p>7. The review procedure shall not preclude any other actions the participant may take in accordance with Union law.</p>		<p>3. An evaluation review shall not delay the selection process for proposals that are not the subject of review.</p>	<p>It would be important for beneficiaries to know the Commission or relevant funding body responsible for the review procedure and how this would be carried out.</p> <p>The Research Enquiry Service is not mentioned anymore [see Article 16(1) RfP Horizon 2020], but has been very helpful and often demanded in practice.</p>
<b>Time to Grant and Implementation of the Grant</b>				
20	<p><b>Time to grant</b></p> <p>1. In accordance with Article 128(2) of Regulation (EU, Euratom) No 966/2012, calls for proposals shall specify the planned date by which all applicants shall be informed of the outcome of the evaluation of their application and the indicative date for the signature of grant agreements or the notification of grant decisions.</p> <p>2. The dates referred to in paragraph 1 shall be based on the following periods:</p>	28	<p><b>Time to grant</b></p> <p>1. By derogation from the first subparagraph of Article 194(2) of the Financial Regulation, the following periods shall apply: (a) for informing all applicants of the outcome of the evaluation of their application, a maximum period of five months from the final date for submission of complete proposals; (b) for signing grant agreements with applicants, a maximum period of eight months from the final date for submission of complete proposals.</p>	<p><b>change in wording and meaning</b></p> <p>It is not the calls for proposals anymore that should specify the time to grant.</p> <p>(1) The maximum time to grant of eight months has remained the same. Both, time to inform and time to grant, have now the same starting date (final date for submission of complete proposals); instead of the date of informing applicants, they have been successful.</p>

	<p>(a) for informing all applicants of the outcome of the scientific evaluation of their application, a maximum period of five months from the final date for submission of complete proposals;</p> <p>(b) for signing grant agreements with applicants or notifying grant decisions to them, a maximum period of three months from the date of informing applicants they have been successful.</p> <p>3. The periods referred to in paragraph 2 may be exceeded for actions of the ERC and in exceptional, duly justified cases, in particular where actions are complex, where there is a large number of proposals or where requested by the applicants.</p> <p>4. Participants shall be given reasonable time to submit the information and documentation required for the signature of the grant agreement. The Commission shall make decisions and requests for information as promptly as possible. Where possible, resubmission of documents shall be avoided.</p>		<p>2. The work programme for the EIC may establish shorter periods.</p> <p>3. In addition to the exceptions laid down in the second subparagraph of Article 194(2) of the Financial Regulation, the periods referred to in paragraph 1 may be exceeded for actions of the ERC, for missions and when actions are submitted to an ethics or security assessment.</p>	<p>(2) (3) While for the EIC, there may be shorter periods, the time to grant may be exceeded for the ERC (as in Horizon 2020), for Missions as well as ethics and security assessments.</p> <p>Compared to Horizon 2020, there are no other exceptions regarding the time to grant anymore and the procedure has been tightened (e.g. no reasonable time for document submission, no obligation for prompt requests by the Commission anymore).</p>
23	<p><b>Implementation of actions</b></p> <p>1. Participants shall implement actions in compliance with all the conditions and obligations set out in this Regulation, Regulation (EU, Euratom) No 966/2012, Regulation (EU) No 1268/2012, Decision 2013/743/EU, the work programme or work plan, the call for proposals and the grant agreement.</p> <p>2. Participants shall make no commitments which are incompatible with this Regulation or the grant agreement. Where a participant fails to comply with its obligations regarding the technical implementation of the action, the other participants shall comply with the obligations without any additional Union funding unless the Commission or the relevant funding body expressly relieves them of that obligation. In the event of a participant defaulting, the Commission may, in accordance with point (a) of Article 39(3) transfer the amount due from the Participant Guarantee Fund referred to in Article 38 to the coordinator of the action. The financial responsibility of each participant shall be limited to its own debt subject to the provisions relating to the Participant Guarantee Fund. Participants shall ensure that the Commission or the relevant funding body is informed in due</p>	29	<p><b>Implementation of the grant</b></p> <p>1. If a beneficiary fails to comply with its obligations regarding the technical implementation of the action, the other beneficiaries shall comply with those obligations without any additional Union funding, unless they are expressly relieved of that obligation. The financial responsibility of each beneficiary shall be limited to its own debt subject to the provisions relating to the Mutual Insurance Mechanism.</p> <p>2. The grant agreement may establish milestones and related pre-financing instalments. If milestones are not met, the action may be suspended, amended or terminated.</p> <p>3. The grant agreement may also be terminated where expected results have lost their relevance for the Union due to scientific, technological or economic reasons, including in the case of EIC and missions, their relevance as part of a portfolio of actions.</p>	<p><b>change in wording and meaning</b></p> <p>(1) In Horizon Europe, there is still a technical liability of all partners to implement the action, while the financial responsibility is still limited to each beneficiary's own debt.</p> <p>(2) Actions may be suspended, amended or terminated if established milestones are not met, which leads to an increased importance of milestones in Horizon Europe. This can be considered as useful for lump sum payment actions, but rather strict concerning "normal" projects.</p> <p>(3) Since there will be Missions, project termination may be possible if it lost relevance to the Mission. This applies also to the EIC. New is also that projects may be terminated if they lost relevance due to economic reasons.</p> <p>Concerning Missions, a mission board [see Article 5(1)(b) of the Specific Programme] will advice on</p>



<p>time of any event which might significantly affect the implementation of the action or the interests of the Union.</p> <p>3. Participants shall implement the action and shall take all necessary and reasonable measures to that end. They shall have the appropriate resources as and when needed for carrying out the action. Where it is necessary for the implementation of the action, they may call upon third parties, including subcontractors, to carry out work under the action or may use resources made available by third parties by means of contributions in kind, according to the conditions set out in the grant agreement. Participants shall retain responsibility towards the Commission or the relevant funding body and towards the other participants for the work carried out.</p> <p>4. The award of subcontracts for carrying out certain elements of the action shall be limited to the cases provided for in the grant agreement and to duly justified cases that could not be clearly foreseen at the time of entry into force of the grant agreement.</p> <p>5. Third parties other than subcontractors may carry out work under the action under the conditions laid down in the grant agreement. The third party and the work to be carried out by it shall be identified in the grant agreement. Costs incurred by those third parties may be deemed eligible if the third party meets all the following conditions: (a) it would be eligible for funding if it were a participant; (b) it is an affiliated entity or has a legal link to a participant implying a collaboration not limited to the action; (c) it is identified in the grant agreement; (d) it abides by the rules applicable to the participant under the grant agreement with regard to eligibility of costs and control of expenditure; (e) it accepts joint and several liability with the participant for the Union contribution corresponding to the amount declared by the third party, if required by the Commission or the relevant funding body.</p> <p>6. Third parties may also make available resources to a participant by means of contributions in kind to the action. Costs incurred by third parties in relation to such contributions which are made free of charge are eligible for funding</p>		<p>whether to adjust or terminate actions based on implementation assessments. The involvement of independent external experts and the programme committee in the decision making process should be assured.</p> <p>The rules in the RfP Horizon 2020 about (the involvement of) third parties, events that might significantly affect the implementation of the action or the interests of the Union, as well as the use of animals have been removed.</p>
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	<p>provided they meet the conditions established in the grant agreement.</p> <p>7. The action may involve financial support to third parties under the conditions established in Regulation (EU, Euratom) No 966/2012 and Regulation (EU) No 1268/2012. The amounts referred to in point (c) of Article 137(1) of Regulation (EU, Euratom) No 966/2012 may be exceeded where it is necessary to achieve the objectives of an action.</p> <p>8. The action carried out by participants which are contracting authorities within the meaning of Directive 2004/17/EC of the European Parliament and of the Council ( 1 ), Directive 2004/18/EC of the European Parliament and of the Council ( 2 ) and Directive 2009/81/EC of the European Parliament and of the Council ( 3 ) may involve or have as their primary aim the pre-commercial procurement and procurement of innovative solutions, where provided for in a work programme or a work plan and required for its implementation. In such cases, the rules set out in Article 51(2), (4) and (5) of this Regulation shall apply to the procurement procedures carried out by the participants.</p> <p>9. Participants shall comply with national legislation, regulations and ethical rules in the countries where the action will be carried out. Where appropriate, participants shall seek the approval of the relevant national or local ethics committees prior to the start of the action.</p> <p>10. Work using animals shall be carried out in accordance with Article 13 TFEU and shall comply with the requirement to replace, reduce and refine the use of animals for scientific purposes in accordance with Union law and in particular with Directive 2010/63/EU of the European Parliament and of the Council ( 4 ).</p>			
<b>Funding Rates and Costs</b>				
28	<p><b>Funding of the action</b></p> <p>3. 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>	30	<p><b>Funding rates</b></p> <p>1. A single funding rate per action shall apply for all activities it funds. The maximum rate shall be fixed in the work programme.</p>	<p><b>change in wording and meaning?</b></p> <p>The term “reimbursement rate” has been replaced by “funding rate” without any change in meaning.</p>

	<p>4. The Horizon 2020 grant may reach a maximum of 100 % of the total eligible costs, without prejudice to the co-financing principle.</p> <p>5. The Horizon 2020 grant shall be limited to a maximum of 70 % of the total eligible costs for innovation actions and programme co-fund actions. By way of derogation from paragraph 3, the Horizon 2020 grant may, for innovation actions, reach a maximum of 100 % of the total eligible costs for non-profit legal entities, without prejudice to the co-financing principle.</p> <p>6. The reimbursement rates determined in this Article shall also apply in the case of actions where flat rate, unit or lump-sum financing is fixed for the whole or part of the action.</p>		<p>2. The Programme may reimburse up to 100 % of total eligible costs of an action, except for:</p> <p>(a) innovation actions: up to 70 % of the total eligible costs, except for non-profit legal entities where the Programme may reimburse up to 100 % of the total eligible costs;</p> <p>(b) programme co-fund actions: at least 30 % of the total eligible costs, and in identified and duly justified cases up to 70 %.</p> <p>3. The funding rates determined in this Article shall also apply for actions where flat rate, unit or lump sum financing is fixed for the whole or part of the action.</p>	<p>(2)(b) Programme co-fund actions must be funded by a minimum of 30% and may rise up to 70% in identified and justified cases.</p>
29	<p><b>Indirect costs</b></p> <p>1. Indirect eligible costs shall be determined by applying a flat rate of 25 % of the 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>2. By way of derogation from paragraph 1, indirect costs may be declared in the form of a lump sum or unit costs when provided for in the work programme or work plan.</p>	31	<p><b>Indirect costs</b></p> <p>1. Indirect eligible costs shall be determined by applying a flat rate of 25 % of the total direct eligible costs, excluding direct eligible costs for subcontracting, financial support to third parties and any unit costs or lump sums which include indirect costs. When appropriate, indirect costs included in unit costs or lump sums shall be calculated using the flat rate set out in paragraph 1, except for unit costs for internally invoiced goods and services which shall be calculated on the basis of actual costs, in accordance with the beneficiaries' usual costs accounting practices.</p> <p>2. However, if provided for in the work programme, indirect costs may be declared in the form of a lump sum or unit costs.</p>	<p><b>change in wording and meaning</b></p> <p>(1) In Horizon Europe, the costs of in-kind contributions not used on the beneficiaries' premises may be included in the calculation of the 25% flat rate for indirect costs.</p> <p>In case of unit costs including indirect costs, the 25% flat rate needs to be applied. Only in the case of internally invoiced goods and services, the indirect costs have to be calculated based on actual costs in accordance with the usual cost accounting practices of the beneficiary. This can be considered as positive, especially in cases where the indirect costs are above the usual 25% flat rate. Some beneficiaries may have to introduce unit costs to be able to charge costs for internally invoiced goods and services. A better approach would be if organisations could use their usual accounting practices concerning internally invoiced goods and services, whether unit costs or not, provided the amount is lower than comparable market prices.</p>
31	<p><b>Annual productive hours</b></p> <p>1. Eligible personnel costs shall cover only the actual hours worked by the persons directly carrying out work under the</p>			<p><b>removed</b></p> <p>This Article has been removed from the RfP Horizon Europe, so there are no details about the</p>

	<p>action. Evidence regarding the actual hours worked shall be provided by the participant, usually through a time recording system.</p> <p>2. For persons working exclusively for the action, no time recording is required. In such cases, the participant shall sign a declaration confirming that the person concerned has worked exclusively for the action.</p> <p>3. The grant agreement shall contain: (a) the minimum requirements for the time recording system; (b) the option to choose between a fixed number of annual productive hours and the method for establishing the number of annual productive hours to be used for the calculation of the hourly personnel rates, taking account of the participant's usual accounting practices.</p>			<p>evidence regarding the actual hours worked anymore, such as time records and declarations.</p> <p>This may be fine as long as it will be included in the MGA Horizon Europe, except for persons working exclusively for the action, who should still be liberated from the time-record obligation on the level of the RfP.</p>
26	<p><b>Eligibility of costs</b></p> <p>1. Conditions for eligibility of costs are defined in Article 126 of Regulation (EU, Euratom) No 966/2012. Costs incurred by third parties under the action may be eligible according to the provisions of this Regulation and of the grant agreement.</p> <p>2. Ineligible costs are those not complying with the conditions of paragraph 1, including, in particular, provisions for possible future losses or charges, exchange losses, costs related to return on capital, costs reimbursed in respect of another Union action or programme, debt and debt service charges and excessive or reckless expenditure.</p>	32	<p><b>Eligible costs</b></p> <p>1. In addition to the criteria set out in Article 197 of the Financial Regulation, for beneficiaries with project-based remuneration, costs of personnel are eligible up to the remuneration that the person is paid for work in similar projects funded by national schemes. Project-based remuneration means remuneration that is linked to the participation of a person in projects, is part of the beneficiary's usual remuneration practices and is paid in a consistent manner.</p> <p>2. By derogation from Article 190(1) of the Financial Regulation, costs of resources made available by third parties by means of in-kind contributions shall be eligible, up to the direct eligible costs of the third party.</p> <p>3. By derogation from Article 192 of the Financial Regulation, income generated by the exploitation of the results shall not be considered as receipts of the action.</p> <p>4. By derogation from Article 203(4) of the Financial Regulation, a certificate on the financial statements shall be mandatory at payment of the balance, if the amount claimed as actual costs and unit costs calculated in accordance with usual cost accounting practices is equal or greater than EUR 325 000.</p>	<p><b>change in wording and meaning</b></p> <p>The RfP Horizon Europe refrain from a (exemplary) listing of eligible and ineligible costs.</p> <p>(1) In Horizon Europe, there is no general rule for the direct eligible personnel costs anymore, except: - There is a new rule for project-based remuneration, replacing the former additional remuneration. Those, for which additional remuneration was foreseen, may now have the possibility to make a wider use of project-based remuneration.</p> <p>The RfP Horizon Europe do not contain any rules about personnel costs anymore (exception: project-based remuneration), and the possibility of a CoMUC has been removed [see Article 35 of the RfP Horizon 2020]. It would be considered desirable to offer the possibility of calculating average personnel costs according to the beneficiaries' usual cost accounting practices, instead of criteria laid down by the European Commission (in Horizon 2020 these criteria seemed either too complex or inappropriate for</p>
27	<p><b>Direct eligible personnel costs</b></p> <p>1. Without prejudice to the conditions laid down in Article 26, direct eligible personnel costs shall be limited to salaries plus social security charges and other costs included in the remuneration of personnel assigned to the action, arising from national law or from the employment contract.</p> <p>2. Without prejudice to the conditions laid down in Article 26, additional remuneration to personnel of participants that are non-profit legal entities assigned to the action, including payments on the basis of supplementary contracts regardless</p>			

<p>28</p> <p>34</p>	<p>of their nature, may also be considered as direct eligible personnel costs, up to the amount set out in paragraph 3, if they fulfil the following additional conditions: (a) it is part of the usual remuneration practices of the participant and is paid in a consistent manner whenever the same kind of work or expertise is required; (b) the criteria used to calculate the supplementary payments are objective and of general application by the participant, independent of the source of funding used.</p> <p>3. Additional remuneration may be eligible up to EUR 8 000 per year and per person. In relation to a person not working exclusively for the action, a limit per hour shall apply. The limit per hour shall be calculated by dividing EUR 8 000 by the number of annual productive hours calculated in accordance with Article 31.</p> <p><b>Funding of the action</b></p> <p>1. The funding of an action shall not exceed the total eligible costs minus the receipts of the action.</p> <p>2. The following shall be considered as receipts of the action: (a) resources made available by third parties to the participants by means of financial transfers or contributions in kind free of charge, the value of which has been declared as eligible costs by the participant, provided that they have been contributed by the third party specifically to be used in the action; (b) income generated by the action, except income generated by the exploitation of the results of the action; (c) income generated from the sale of assets purchased under the grant agreement up to the value of the cost initially charged to the action by the participant.</p> <p><b>Certificate on the financial statements</b></p> <p>The certificate on the financial statements shall cover the total amount of the grant claimed by a participant under the form of reimbursement of actual costs and under the form of unit costs referred to in Article 33(2), excluding the amounts</p>		<p>the beneficiaries and therefore had not been used in practice).</p> <p>(2) As in Horizon 2020, the costs of in-kind contributions must be only eligible up to the direct eligible costs.</p> <p>(3) The RfP Horizon Europe contain no list of income considered as receipts of the action anymore, as the rules of the Financial Regulation apply. Only the case of income generated by the exploitation of action results will (like in Horizon 2020) not be considered as receipt of the action.</p>
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	declared on the basis of lump sums, flat rates and unit costs other than those determined according to the participant's usual cost accounting practices. The certificate shall be submitted only when that amount is equal to or greater than EUR 325 000 at the time of claiming the payment of the balance of the grant.			
32	<b>Owners of SMEs and natural persons without a salary</b>  The owners of SMEs who do not receive a salary, and other natural persons who do not receive a salary, may charge personnel costs on the basis of a unit cost.			<b>removed</b>  This Article has been removed from the RfP Horizon Europe.
<b>Mutual Insurance Mechanism (Horizon 2020: Participant Guarantee Fund)</b>				
38	<b>Participant Guarantee Fund</b>  1. A participant guarantee fund (the "Fund") is hereby established and shall cover the risk associated with non-recovery of sums due to the Union under actions financed through grants by the Commission under Decision No 1982/2006/EC and by the Commission or Union funding bodies under "Horizon 2020" according to the rules set out in this Regulation. The Fund shall replace and succeed the Participant Guarantee Fund set up under Regulation (EC) No 1906/2006.  2. The Fund shall be operated in accordance with Article 39. Any financial interest generated by the Fund shall be added to the Fund and shall serve exclusively for the purposes set out in Article 39(3).  3. Where interest is insufficient to cover the operations described in Article 39(3), the Fund shall not intervene and the Commission or the relevant Union funding body shall recover directly from participants or third parties any amount owed.  4. The Fund shall be considered a sufficient guarantee under Regulation (EU, Euratom) No 966/2012. No additional guarantee or security may be accepted from participants or imposed upon them except in the case described in paragraph 3 of this Article.  5. Participants in actions under Horizon 2020 whose risk is covered by the Fund shall make a contribution of 5 % of the Union funding for the action. At the end of the action the	33	<b>Mutual Insurance Mechanism</b>  1. A Mutual Insurance Mechanism (the 'Mechanism') is hereby established which shall replace and succeed the fund set up in accordance with Article 38 of Regulation (EC) No 1290/2013. The Mechanism shall cover the risk associated with non-recovery of sums due by the beneficiaries: (a) to the Commission under Decision No 1982/2006/EC, (b) to the Commission and Union bodies under "Horizon 2020", (c) to the Commission and funding bodies under the Programme. The coverage of the risk regarding funding bodies referred to in point (c) of the first subparagraph may be implemented through an indirect coverage system set out in the applicable agreement and taking into account the nature of the funding body.  2. The Mechanism shall be managed by the Union, represented by the Commission acting as executive agent. The Commission shall set up specific rules for the operation of the Fund.  3. Beneficiaries shall make a contribution of 5 % of the Union funding for the action. On the basis of periodic evaluations, this contribution may be raised by the Commission up to 8% or may be reduced under 5%. The beneficiaries' contribution to the Mechanism may be offset from the initial pre-financing and be paid to the Fund on behalf of the beneficiaries.	<b>change in wording and meaning</b>  The term "Mutual Insurance Mechanism" has replaced "Participant Guarantee Fund" without a change in meaning.  (3) In Horizon Europe, the beneficiary's contribution to the Mechanism may be raised up to 8% or reduced under 5% based on periodic evaluations, instead of only reducing based on the interim evaluation of Horizon 2020. On the one hand, this seems useful, as due to the wider coverage of beneficiaries (see above) there is a better guarantee. On the other hand, beneficiaries are imposed to the risk of losing a higher amount. When applying this rule, the risk level of the respective project should be taken into consideration.  The term "Fund" should be replaced by "Mechanism".  (4) It has been concretized that any return of the contribution has to be effectuated within the balance payment.  (7) The extension of the Mechanism to beneficiaries of any directly managed Union programme and for actions not covered by the Fund under Horizon 2020 (e.g. Article 185 initiatives) can be considered positive.

<p>39</p>	<p>amount contributed to the Fund shall be returned to the participants, via the coordinator.</p> <p>6. The rate of the participants' contribution to the Fund set out in paragraph 5 may be reduced on the basis of the interim evaluation of Horizon 2020.</p> <p><b>Operation of the Fund</b></p> <p>1. The Fund shall be managed by the Union, represented by the Commission acting as executive agent on behalf of the participants, in accordance with the conditions established by the grant agreement. The Commission may manage the Fund directly or entrust the financial management of the Fund either to the European Investment Bank or to an appropriate financial institution ("the depository bank"). The depository bank shall manage the Fund pursuant to the instructions of the Commission.</p> <p>2. The participants' contribution to the Fund may be offset from the initial pre-financing and be paid to the Fund on behalf of the participants.</p> <p>3. Where amounts are due to the Union by a participant, the Commission may, without prejudice to penalties which may be imposed on the defaulting participant, take either of the following actions: (a) transfer, or order the depository bank to transfer, directly the amount due from the Fund to the coordinator of the action. That transfer shall be made after the termination or withdrawal of the participation of the defaulting participant if the action is still ongoing and if the remaining participants agree to implement it according to the same objectives. Amounts transferred from the Fund shall be regarded as Union funding; (b) recover effectively that amount from the Fund. The Commission shall issue a recovery order against that participant or third party to the benefit of the Fund. The Commission may adopt to that end a recovery decision in accordance with Regulation (EU, Euratom) No 966/2012.</p>	<p>4. The contribution of the beneficiaries shall be returned at the payment of the balance.</p> <p>5. Any financial return generated by the Mechanism shall be added to the Mechanism. If the return is insufficient, the Mechanism shall not intervene and the Commission or funding body shall recover directly from beneficiaries or third parties any amount owed.</p> <p>6. The amounts recovered shall constitute revenue assigned to the Mechanism within the meaning of Article 21(4) of the Financial Regulation. Once all grants whose risk is covered directly or indirectly by the Mechanism are completed, any sums outstanding shall be recovered by the Commission and entered into the budget of the Union, subject to decisions of the legislative authority.</p> <p>7. The Mechanism may be opened to beneficiaries of any other directly managed Union programme. The Commission shall adopt modalities for participation of beneficiaries of other programmes.</p>	<p>Additional guarantees besides the contribution to the Mechanism may not be imposed on beneficiaries [see Article 24(5)].</p> <p>The term "depository bank" has been removed.</p>
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	4. The amounts recovered shall constitute revenue assigned to the Fund within the meaning of Article 21(4) of Regulation (EU, Euratom) No 966/2012. Once the implementation of all grants whose risk is covered by the Fund is complete, any sums outstanding shall be recovered by the Commission and entered into the budget of the Union, subject to decisions of the legislative authority.			
33	<p><b>Unit costs</b></p> <p>1. In accordance with Article 124 of Regulation (EU, Euratom) No 966/2012, the Commission may establish methods to determine unit costs based on:</p> <p>(a) statistical data or similar objective means;</p> <p>(b) auditable historical data of the participant.</p> <p>2. Direct eligible personnel costs may be financed on the basis of unit costs determined according to the participant's usual cost accounting practices, provided that they comply with the following cumulative criteria:</p> <p>(a) they are calculated on the basis of the total actual personnel costs recorded in the participant's general accounts which may be adjusted by the participant on the basis of budgeted or estimated elements according to the conditions defined by the Commission;</p> <p>(b) they comply with Articles 26 and 27;</p> <p>(c) they ensure compliance with the non-profit requirement and the avoidance of double funding of costs;</p> <p>(d) they are calculated with due regard to Article 31.</p>			<p><b>removed</b></p> <p>The article concerning unit costs has been removed from the RfP Horizon Europe and therefore do not state the criteria for the calculation/determination of unit costs anymore.</p>
<b>Intellectual Property Rights (also: Article 46)</b>				
41	<p><b>Ownership of results</b></p> <p>1. Results shall be owned by the participant generating them.</p> <p>2. Where participants in an action have jointly generated results, and where their respective contribution to the joint results cannot be ascertained, or where it is not possible to separate such joint results for the purpose of applying for, obtaining or maintaining the relevant intellectual property rights protection, they shall have joint ownership of those results. The joint owners shall establish an agreement regarding the allocation and terms of exercise of that joint ownership in accordance with their obligations under the grant agreement. The joint owners may agree not to continue</p>	34	<p><b>Ownership and protection</b></p> <p>1. Beneficiaries shall own the results they generate. They shall ensure that any rights of their employees or any other parties in relation to the results can be exercised in a manner compatible with the beneficiaries' obligations in accordance with the terms and conditions laid down in the grant agreement.</p> <p>Two or more beneficiaries shall own results jointly if:</p> <p>(a) they have jointly generated them; and</p> <p>(b) it is not possible to:</p> <p>(i) establish the respective contribution of each beneficiary, or</p>	<p><b>change in wording and meaning</b></p> <p>(1) The joint ownership agreement or any other alternative agreement to joint ownership in Horizon Europe must be in writing.</p> <p>(2) In Horizon Europe not only results that are (expected to be) capable for commercial or industrial exploitation should be protected, as it was the case in Horizon 2020. In Horizon Europe, beneficiaries have to take into account all relevant considerations concerning all results, instead of only commercially exploitable results in Horizon 2020. In Horizon Europe, this</p>



<p>42</p>	<p>with joint ownership but decide on an alternative regime, inter alia by transferring their ownership shares to a single owner with access rights for the other participants, once the results have been generated.</p> <p>Unless otherwise agreed in the joint ownership agreement, each joint owner shall be entitled to grant non-exclusive licences to third parties to exploit the jointly owned results, without any right to sub-license, subject to the following conditions:</p> <p>(a) prior notice shall be given to the other joint owners;</p> <p>(b) fair and reasonable compensation shall be provided to the other joint owners.</p> <p>3. If employees or any party working for a participant are entitled to claim rights to the results generated, the participant concerned shall ensure that it is possible for those rights to be exercised in a manner compatible with its obligations under the grant agreement.</p> <p><b>Protection of results</b></p> <p>1. Where results are capable of or may reasonably be expected to be capable of commercial or industrial exploitation, the participant owning those results shall examine the possibility of protecting them. The participant shall, if possible, reasonable and justified given the circumstances, adequately protect them for an appropriate period of time and with an appropriate territorial coverage, having due regard to its legitimate interests, and the legitimate interests, particularly the commercial interests, of the other participants in the action.</p> <p>2. Where a participant that has received Union funding intends not to protect results generated by it for reasons other than impossibility under Union or national law or the lack of potential for commercial or industrial exploitation, and unless the participant intends to transfer them to another legal entity established in a Member State or associated country in view of their protection, it shall inform the Commission or the relevant funding body before any dissemination relating to those results takes place. The Commission, on behalf of the Union, or the relevant funding body may, with the consent of the</p>	<p>(ii) separate them when applying for, obtaining or maintaining their protection.</p> <p>The joint owners shall agree in writing on the allocation and terms of exercise of their joint ownership. Unless otherwise agreed, each joint owner may grant non-exclusive licences to third parties to exploit the jointly-owned results (without any right to sub-license), if the other joint owners are given advance notice and fair and reasonable compensation. The joint owners may agree in writing to apply another regime than joint ownership.</p> <p>2. Beneficiaries having received Union funding shall adequately protect their results if protection is possible and justified, taking into account all relevant considerations, including the prospects for commercial exploitation. When deciding on protection, beneficiaries shall also consider the legitimate interests of the other beneficiaries in the action.</p>	<p>leads to a higher level of effort for the beneficiaries.</p> <p>There is no mentioning of appropriate time periods and/or territorial coverage for protection anymore.</p> <p>There is no substitution by the European Commission anymore in case there is no (sufficient) protection or no extension of it and therefore no information obligation by the beneficiaries as in Horizon 2020.</p> <p>This substitution by the European Commission already had practically no relevance in Horizon 2020.</p>
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	<p>participant concerned, assume ownership of those results and take the necessary steps for their adequate protection. The participant may refuse consent only if it demonstrates that its legitimate interests would suffer significant harm. No dissemination relating to those results may take place until the Commission or the relevant funding body has taken a decision not to assume ownership of the results or has decided that it will assume ownership and has taken the necessary steps to ensure their protection. The Commission or the relevant funding body shall make such decision without undue delay. The grant agreement shall lay down time-limits in this respect.</p> <p>3. Where a participant that has received Union funding intends to abandon the protection of results or intends not to seek the extension of such protection for reasons other than the lack of potential for commercial or industrial exploitation within a period that shall not exceed five years following the payment of the balance, it shall inform the Commission or the relevant funding body, which may continue or extend protection by assuming ownership thereof. The participant may refuse consent only if it demonstrates that its legitimate interests would suffer significant harm. The grant agreement shall lay down time-limits in this respect.</p>			
43	<p><b>Exploitation and dissemination of results</b></p> <p>1. Each participant that has received Union funding shall use its best efforts to exploit the results it owns, or to have them exploited by another legal entity, in particular through the transfer and licensing of results in accordance with Article 44. Any additional exploitation obligations shall be laid down in the grant agreement. In the case of research with the potential to address major societal challenges, additional exploitation obligations may include licensing on non-exclusive terms. Any such additional obligations shall be indicated in the work programme or work plan.</p> <p>2. Subject to any restrictions due to the protection of intellectual property, security rules or legitimate interests, each participant shall through appropriate means disseminate the results it owns as soon as possible. The grant agreement may lay down time-limits in this respect.</p>	35	<p><b>Exploitation and dissemination</b></p> <p>1. Beneficiaries having received Union funding shall use their best efforts to exploit their results, in particular in the Union. Exploitation may be directly by the beneficiaries or indirectly in particular through the transfer and licensing of results in accordance with Article 36. The work programme may provide for additional exploitation obligations. If indicated in the work programme, additional exploitation obligations shall apply. If despite a beneficiary's best efforts to exploit its results directly or indirectly no exploitation takes place within a given period as identified in the grant agreement, the beneficiary shall use an appropriate online platform as identified in the grant agreement to find interested parties to exploit those results. If justified on the basis of a request of the beneficiary, this obligation may be waived.</p>	<p><b>change in wording and meaning</b></p> <p>In Horizon Europe, possible additional exploitation obligations for research likely to address major societal challenges have been removed.</p> <p>(1) Focus of exploitation is now in the Union.</p> <p>In Horizon Europe, there is a new obligation for beneficiaries to find interested parties via an appropriate online platform to exploit the results, if no exploitation takes place in due time. This seems appropriate in order to foster the exploitation of unused results. For the exploitation of digital results, the online European Commission initiatives may be relevant [see <a href="https://ec.europa.eu/digital-single-market/en/online-platforms-digital-single-market">https://ec.europa.eu/digital-single-market/en/online-platforms-digital-single-market</a>].</p>

<p>Any additional dissemination obligations shall be laid down in the grant agreement and indicated in the work programme or work plan.</p> <p>With regard to the dissemination of results through scientific publications, open access shall apply under the terms and conditions laid down in the grant agreement. Costs relating to open access to scientific publications that result from research funded under Horizon 2020, incurred within the duration of an action, shall be eligible for reimbursement under the conditions of the grant agreement. With due regard to Article 18 of Regulation (EU) No 1291/2013, the grant agreement shall not stipulate conditions regarding open access to publications which would result in additional publishing costs after the completion of an action.</p> <p>With regard to the dissemination of research data, the grant agreement may, in the context of the open access to and the preservation of research data, lay down terms and conditions under which open access to such results shall be provided, in particular in ERC frontier research and FET (Future and Emerging Technologies) research or in other appropriate areas, and taking into consideration the legitimate interests of the participants and any constraints pertaining to data protection rules, security rules or intellectual property rights. In such cases, the work programme or work plan shall indicate if the dissemination of research data through open access is required.</p> <p>Prior notice of any dissemination activity shall be given to the other participants. Following notification, a participant may object if it demonstrates that its legitimate interests in relation to its results or background would suffer significant harm by the intended dissemination. In such cases, the dissemination may not take place unless appropriate steps are taken to safeguard those legitimate interests. The grant agreement shall lay down time-limits in this respect.</p> <p>3. For the purposes of monitoring and dissemination by the Commission or the relevant funding body, participants shall provide any information on their exploitation and dissemination related activities, and provide any documents necessary in accordance with the conditions laid down in the grant agreement. Subject to the legitimate interests of the participants which have provided the information, such information shall be made publicly available. The grant</p>	<p>2. Subject to any restrictions due to the protection of intellectual property, security rules or legitimate interests, beneficiaries shall disseminate their results as soon as possible.</p> <p>The work programme may provide for additional dissemination obligations.</p> <p>3. Beneficiaries shall ensure that open access to scientific publications applies under the terms and conditions laid down in the grant agreement. In particular, the beneficiaries shall ensure that they or the authors retain sufficient intellectual property rights to comply with their open access requirements.</p> <p>Open access to research data shall be the general rule under the terms and conditions laid down in the grant agreement, but exceptions shall apply if justified, taking into consideration the legitimate interests of the beneficiaries and any other constraints, such as data protection rules, security rules or intellectual property rights.</p> <p>The work programme may provide for additional obligations to adhere to open science practices.</p> <p>4. Beneficiaries shall manage all research data in accordance with the terms and conditions laid down in the grant agreement and shall establish a Data Management Plan. The work programme may provide for additional obligations to use the European Open Science Cloud for storing and giving access to research data.</p> <p>5. Beneficiaries that intend to disseminate their results shall give advance notice to the other beneficiaries in the action. Any other beneficiary may object if it can show that the intended dissemination would significantly harm its legitimate interests in relation to its results or background. In such cases, the dissemination may not take place unless appropriate steps are taken to safeguard these legitimate interests.</p> <p>6. Unless the work programme provides otherwise, proposals shall include a plan for the exploitation and dissemination of the results. If the expected exploitation entails developing, creating, manufacturing and marketing a product or process, or in creating and providing a service, this plan shall include a strategy for such exploitation. If the plan provides for</p>	<p>It is not explicitly stated anymore that the costs related to open access to scientific publications should be eligible for reimbursement. Costs for open access should also be eligible after the end of the project, as they occur mostly then.</p> <p>(3) In Horizon Europe, open access to research data has been established as general rule [see Article 10]. Exceptions may apply, which</p> <ul style="list-style-type: none"> <li>- have to be justified,</li> <li>- correspond to the legitimate interests of the beneficiaries AND</li> <li>- consider other constraints (such as data protection rules, security rules as well as intellectual property rights).</li> </ul> <p>In Horizon 2020, these opt out reasons already existed in the Work Programme 2018-2020. The RfP Horizon Europe mention fewer opt out reasons, but still contain an exemplary list that can be extended to other legitimate interests of the beneficiaries.</p> <p>(4) The Data Management Plan (DMP) in Horizon Europe is obligatory, like in Horizon 2020, but now mentioned on RfP level. In order to enforce the use of the European Open Science Cloud, it is considered useful to set additional obligations in the work programme where necessary.</p> <p>(6) The need for a strategy in case of expected specified process, product or service exploitation, has been introduced to Horizon Europe.</p> <p>In case of exploitation primarily in non-associated third countries, beneficiaries should explain the advantage/benefit for the Union. This refers to a strong focus on the Union.</p> <p>In Horizon Europe, the plan for exploitation and dissemination has to be adjusted not only during</p>
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13	<p>agreement shall, inter alia, lay down time-limits with respect to such reporting obligations.</p> <p>4. All patent applications, standards, publications or any other dissemination, including those in electronic form, relating to results shall, if possible, include a statement, which may include visual means, that the action received financial support from the Union. The terms of that statement shall be established in the grant agreement.</p> <p><b>Proposals</b></p> <p>1. Proposals shall include a draft plan for the exploitation and dissemination of the results, where provided for in the work programme or work plan.</p>		<p>exploitation primarily in non-associated third countries, the legal entities shall explain how that exploitation is still in the Union interest.</p> <p>The beneficiaries shall further develop the plan during and after the end of the action.</p> <p>7. For the purposes of monitoring and dissemination by the Commission or funding body, the beneficiaries shall provide any requested information regarding the exploitation and dissemination of their results. Subject to the legitimate interests of the beneficiaries, such information shall be made publicly available.</p>	<p>the project, but also continued after the end of the action.</p> <p>The statement obligation about the Union funding related to patent applications, standards, publications or other dissemination of results has been removed.</p>
35	<p><b>Certificate on the methodology</b></p> <p>1. Participants that calculate and claim direct personnel costs on the basis of unit costs in accordance with Article 33(2) may submit to the Commission a certificate on the methodology. That methodology shall comply with the conditions set out in Article 33(2) and meet the requirements of the grant agreement.</p> <p>2. Where the Commission accepts a certificate on the methodology, it shall be valid for all actions financed under Regulation (EU) No 1291/2013 and the participant shall calculate and claim costs on the basis of it. Once the Commission has accepted a certificate on the methodology, it shall not attribute any systemic or recurrent error to the accepted methodology.</p>			<p><b>removed</b></p> <p>This Article has been removed from the RfP Horizon Europe, so they do not contain details about the possible CoMUC anymore.</p> <p>In Horizon 2020, the CoMUC was basically not used and therefore had already no practical relevance. [see also: Article 32]</p>
44	<p><b>Transfer and licensing of results</b></p> <p>1. Where a participant transfers ownership of results, it shall pass on its obligations under the grant agreement regarding those results to the transferee, including the obligation to pass them on in any subsequent transfer.</p> <p>Without prejudice to confidentiality obligations arising from laws or regulations in the case of mergers and acquisitions, where other participants still enjoy access rights or may still request the granting of access rights to the results to be transferred, a participant which intends to transfer the results</p>	36	<p><b>Transfer and licensing</b></p> <p>1. Beneficiaries may transfer ownership of their results. They shall ensure that their obligations also apply to the new owner and that the latter has the obligation to pass them on in any subsequent transfer.</p> <p>2. Unless agreed otherwise in writing for specifically-identified third parties or unless impossible under applicable law, beneficiaries that intend to transfer ownership of results shall give advance notice to any other beneficiary that still has</p>	<p><b>change in wording and meaning</b></p> <p>(2) As in Horizon 2020, it is possible that beneficiaries transferring ownership of results do not need to inform the other beneficiaries of the action, in case they agreed on a transfer to specifically identified third parties.</p> <p>The same possibility applies for the objection to a transfer.</p> <p>In Horizon 2020, these rules only existed in the MGA and now can be found on RfP level.</p>

<p>shall give prior notice to the other participants, together with sufficient information concerning the intended new owner of the results, to permit the other participants to analyse the effect of the intended transfer on the possible exercise of their access rights.</p> <p>Following notification, a participant may object to the transfer of ownership if it demonstrates that the intended transfer would adversely affect the exercise of its access rights. In such a case, the transfer may not take place until agreement has been reached between the participants concerned. The grant agreement shall lay down time-limits in this respect. 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>2. 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.</p> <p>3. With regard to results which are generated by participants that have received Union funding, the grant agreement may provide that the Commission or the relevant funding body may object to transfers of ownership or to grants of an exclusive licence to third parties established in a third country not associated with Horizon 2020, if it considers that the grant or transfer is not in accordance with the interests of developing the competitiveness of the Union economy, or is inconsistent with ethical principles or security considerations. In such cases, the transfer of ownership or grant of exclusive licence shall not take place unless the Commission or the relevant funding body is satisfied that appropriate safeguards will be put in place.</p> <p>Where appropriate, the grant agreement shall provide that the Commission or the relevant funding body is to be notified in advance of any such transfer of ownership or grant of an exclusive licence. The grant agreement shall lay down time-limits in this respect.</p>	<p>access rights to the results. This notification must include sufficient information on the new owner to enable a beneficiary to assess the effects on its access rights. Unless agreed otherwise in writing for specifically-identified third parties, a beneficiary may object to the transfer if it can show that the transfer 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>3. Beneficiaries may grant licences to their results or otherwise give the right to exploit them, if this does not affect compliance with their obligations.</p> <p>4. Where this is justified, the grant agreement shall lay down the right to object to transfers of ownership of results, or to grants of an exclusive license regarding results, if:</p> <ul style="list-style-type: none"> <li>(a) the beneficiaries generating the results have received Union funding;</li> <li>(b) the transfer or license is to a legal entity established in a non-associated third country; and</li> <li>(c) the transfer or licence is not in line with Union interests.</li> </ul> <p>If the right to object applies, the beneficiary shall give advance notice. The right to object may be waived in writing regarding transfers or grants to specifically identified legal entities if measures safeguarding Union interests are in place.</p>	
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<p>46</p>	<p><b>Access rights principles</b></p> <p>1. Any request to exercise access rights or any waiving of access rights shall be made in writing.</p> <p>2. 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.</p> <p>3. Participants in the same action shall inform each other before their accession to the grant agreement of any legal restriction or limit to granting access to their background. Any agreement concluded thereafter by a participant regarding background shall ensure that any access rights may be exercised.</p> <p>4. The termination of the participation in an action shall not affect the obligation of such a participant to grant access under the terms and conditions established in the grant agreement.</p> <p>5. The consortium agreement may stipulate that where a participant defaults on its obligations and such default is not remedied, such a defaulting participant shall no longer enjoy access rights.</p>	<p>37</p>	<p><b>Access rights</b></p> <p>1. The following access rights principles shall apply:          (a) a request to exercise access rights or any waiving of access rights shall be made in writing;          (b) unless otherwise agreed with the grantor, access rights do not include the right to sub-license;          (c) the beneficiaries shall inform each other before their accession to the grant agreement of any restrictions to granting access to their background;          (d) if a beneficiary is no longer involved in an action, it shall not affect its obligations to grant access;          (e) if a beneficiary defaults on its obligations, the beneficiaries may agree that it no longer has access rights.</p> <p>2. Beneficiaries shall grant access to:          (a) their results on a royalty-free basis to any other beneficiary in the action that needs it to implement its own tasks;          (b) their background to any other beneficiary in the action that needs it to implement its own tasks, subject to any restrictions referred to in paragraph 1(c); that access shall be granted on a royalty-free basis, unless otherwise agreed by the beneficiaries before their accession to the grant agreement;          (c) their results and, subject to any restrictions referred to in paragraph 1(c), to their background to any other beneficiary in the action that needs it to exploit its own results; that access shall be granted under fair and reasonable conditions to be agreed upon.</p>	<p><b>change in wording, but not in meaning</b></p> <p>The continuity in Horizon Europe concerning IPR rules is welcomed.</p>
<p>47</p>	<p><b>Access rights for implementation</b></p> <p>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.</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 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.</p>		<p>3. Unless otherwise agreed by the beneficiaries, beneficiaries shall also grant access to their results and, subject to any restrictions referred to in paragraph 1(c), to their background to a legal entity that:          (a) is established in a Member State or associated country;          (b) is under the direct or indirect control of another beneficiary, or is under the same direct or indirect control as that beneficiary, or is directly or indirectly controlling that beneficiary; and          (c) needs the access to exploit the results of that beneficiary. Access shall be granted under fair and reasonable conditions to be agreed upon.</p>	

<p>48</p>	<p><b>Access rights for exploitation</b></p> <p>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 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>4. A request for access for exploitation purposes may be made up to one year after the end of the action, unless the beneficiaries agree on a different time-limit.</p> <p>5. Beneficiaries having received Union funding shall grant access to their results on a royalty-free basis to the Union institutions, bodies, offices or agencies for developing, implementing and monitoring Union policies or programmes. Access shall be limited to non-commercial and non-competitive use. In actions under the cluster 'Inclusive and secure Society', area of intervention 'Protection and Security', beneficiaries having received Union funding shall also grant access to their results on a royalty-free basis to Member States' national authorities, for developing, implementing and monitoring their policies or programmes in that area. Access shall be limited to non-commercial and non-competitive use and shall be granted upon bilateral agreement defining specific conditions aimed at ensuring that those rights will be used only for the intended purpose and that appropriate confidentiality obligations will be in place. The requesting Member State, Union institution, body, office or agency shall notify all Member States of such requests.</p> <p>6. The work programme may provide for additional access rights.</p>	
<p>49</p>	<p><b>Access rights for the Union and the Member States</b></p> <p>1. The Union institutions, bodies, offices or agencies shall, for the duly justified purpose of developing, implementing and monitoring Union policies or programmes, enjoy access rights solely to the results of a participant that has received Union funding. Such access rights are limited to non-commercial and non-competitive use. Such access shall be granted on a royalty-free basis.</p>		



	<p>2. Regarding actions under the specific objective 'Secure societies - Protecting freedom and security of Europe and its citizens' set out in Part III of Annex I to Regulation (EU) No 1291/2013, Union institutions, bodies, offices and agencies, as well as Member States' national authorities, shall, for the purpose of developing, implementing and monitoring their policies or programmes in this area, enjoy the necessary access rights to the results of a participant that has received Union funding. Such access rights shall be limited to non-commercial and non-competitive use. Such access rights shall be granted on a royalty-free basis and upon bilateral agreement defining specific conditions aimed at ensuring that those rights will be used only for the intended purpose and that appropriate confidentiality obligations will be in place. Such access rights shall not extend to the participant's background. The requesting Member State, Union institution, body, office or agency shall notify all Member States of such requests. The Commission rules on security shall apply regarding classified information.</p>			
		38	<p><b>Specific provisions on exploitation and dissemination</b></p> <p>Specific rules on ownership, exploitation and dissemination, transfer and licensing as well as access rights may apply for ERC actions, training and mobility actions, pre-commercial procurement actions, public procurement of innovative solutions, programme co-fund actions and coordination and support actions.</p> <p>These specific rules shall not change the obligations on open access.</p>	<p><b>new</b></p> <p>In Horizon Europe, it is considered positive that for certain types of actions there may be changes in provisions on exploitation and dissemination.</p>
<b>Prizes</b>				
50	<p><b>Prizes</b></p> <p>1. Union funding may take the form of prizes as defined in Title VII of Regulation (EU, Euratom) No 966/2012 and Regulation (EU) No 1268/2012.</p> <p>2. Any prize awarded shall be conditional upon the acceptance of the appropriate publicity obligations. Regarding the dissemination of results, Title III of this Regulation shall apply. The work programme or work plan may contain specific obligations regarding exploitation and dissemination.</p>	39	<p><b>Prizes</b></p> <p>1. Prizes under the Programme shall be awarded and managed in accordance with Title IX of the Financial Regulation, unless otherwise specified in this Chapter.</p> <p>2. Any legal entity, regardless of its place of establishment, may participate in a contest, unless otherwise provided in the work programme or rules of contests.</p> <p>3. The Commission or funding body may organise prizes with: (a) other Union bodies;</p>	<p><b>change in wording and in meaning</b></p> <p>(1) (2) As in Horizon 2020, the possibility for prizes also applies to Horizon Europe and any legal entity may participate.</p> <p>(3) Joint or common prizes may be organized with other Union bodies, third countries, international organisations as well as non-profit legal entities.</p>

			<p>(b) third countries, including their scientific and technological organisations or agencies; (c) international organisations; or (d) non-profit legal entities.</p> <p>4. The work programme or rules of contest may include obligations regarding communication, exploitation and dissemination.</p>	
<b>Procurement</b>				
		40	<p><b>Procurement</b></p> <p>1. Procurement under the Programme shall be awarded and managed in accordance with Title VII of the Financial Regulation, unless otherwise specified in this Chapter.</p> <p>2. Procurement may also take the form of pre-commercial procurement or procurement of innovative solutions carried out by the Commission or the funding body on its own behalf or jointly with contracting authorities from Member States and associated countries. In this case, the rules set out in Article 22 shall apply.</p>	<p><b>new</b></p> <p>[see also: Article 22]</p>
<b>Blending Operations/Blended Finance</b>				
		41	<p><b>Blending operations</b></p> <p>Blending operations decided under this Programme shall be implemented in accordance with the InvestEU Programme and Title X of the Financial Regulation.</p>	<p><b>new</b></p> <p>Due to the fact that blending operations may also consist of grants and equity only, the accordance of InvestEU is not always necessary.</p>
		42	<p><b>Horizon Europe and EIC Blended finance</b></p> <p>1. The grant and reimbursable advance components of Horizon Europe or EIC blended finance shall be subject to Articles 30 to 33..</p> <p>2. EIC blended finance shall be implemented in accordance with Article 43. The support under the EIC blended finance may be granted until the action can be financed as a blending operation or as a financing and investment operation fully covered by the EU guarantee under InvestEU. By derogation from Article 209 of the Financial Regulation, the conditions laid down in paragraph (2) and, in particular, paragraph (a) and (d), do not apply at the time of the award of EIC blended finance.</p>	<p><b>new</b></p> <p>(4) Concerning the repayments it is the usual practice that the amount reimbursed (e.g. loan repayments) should be available and used for the same programme. It would be desirable that reflows generated by the future EIC blending instrument will be used for the EIC.</p> <p>As the InvestEU Programme will be established as independent funding programme within the next MFF, the programme committee will only receive general information on the results of InvestEU (which will be comparable to the information received today about the EFSI).</p>



			<p>3. Horizon Europe blended finance may be awarded to a programme co-fund where a joint programme of Member States and associated countries provides for the deployment of financial instruments in support of selected actions. The evaluation and selection of such actions shall be made in accordance with Articles 19, 20, 23, 24, 25 and 26. The implementation modalities of the Horizon Europe blended finance shall comply with Article 29, by analogy Article 43(9) and with additional conditions defined by the work programme.</p> <p>4. Repayments including reimbursed advances and revenues of Horizon Europe and EIC blended finance shall be considered as internal assigned revenues in accordance with Articles 21(3)(f) and 21(4) of Financial Regulation.</p> <p>5. Horizon Europe and EIC blended finance shall be provided in a manner that does not distort competition.</p>	<p>Consequently, there will be no competences for discussions or decision-making under Horizon Europe as it is now in place for the financial instruments in Horizon 2020. This constitutes a weakening of Member State's influence.</p> <p>Reflows from financial instruments from predecessor programmes of Horizon Europe (i.e. established by Regulation (EU) No 1291/2013) were discussed beforehand to be used for the EIC. As stated in Annex IV of the InvestEU regulation, all these reflows will feed in InvestEU as well. In effect, this means that the budget for InvestEU is actually higher than the 3.5 billion euro mentioned. It would be desirable that reflows and revenues from e.g. running SME financial instruments (e.g. FP7/RSI, H2020/InnovFin SME Guarantee) could be used for the EIC.</p>
		43	<p><b>EIC's Accelerator</b></p> <p>1. The beneficiary of the EIC Accelerator shall be a legal entity qualifying as a start-up, an SME or as a mid-cap, established in a Member State or associated country. The proposal may be submitted by the beneficiary, or by one or more natural persons or legal entities intending to establish or support that beneficiary.</p> <p>2. A single award decision shall cover and provide funding for all forms of Union contribution provided under EIC blended finance.</p> <p>3. Proposals shall be evaluated on their individual merit by independent experts and selected in the context of an annual open call with cut-off dates, based on Articles 24 to 26, subject to paragraph 4.</p> <p>4. Award criteria shall be: – excellence; – impact; – the level risk of the action and the need for Union support.</p> <p>5. With the agreement of applicants concerned, the Commission or funding bodies implementing Horizon Europe</p>	<p><b>new</b></p> <p>(2) (4) It remains unclear what is meant by "Union"? Apparently, this term does not only refer to the European Commission, but maybe to the EIB-Group and/or others too?</p> <p>(5) There is no clear definition of "funding body" that may submit. Furthermore it might be questioned, why the submission may only refer to proposals under the "last evaluation criterion"? This needs to be entirely changed and detailed for better understanding with examples.</p> <p>Why are only the "first two criteria" stated? There is a need for justified reasons.</p> <p>(9) The so-called "programme managers", mentioned in the "Annexes to the proposal ... on establishing Horizon Europe", with a broad portfolio in the Pathfinder and Accelerator instruments are not mentioned in the RfP Horizon Europe. As there may be some influence in the evaluation procedure, this needs to be clarified.</p>

		<p>may directly submit for evaluation under the last evaluation criterion a proposal for an innovation and market deployment action which already fulfils the first two criteria, subject to the following cumulative conditions:</p> <ul style="list-style-type: none"> <li>- the proposal shall stem from any other action funded by Horizon 2020 or this Programme, or from a national programme similar to the EIC's Pathfinder and acknowledged as such by the Commission;</li> <li>- be based on a previous project review assessing the excellence and the impact of the proposal and subject to conditions and processes further detailed in the work programme.</li> </ul> <p>6. A Seal of Excellence may be awarded subject to the following cumulative conditions:</p> <ul style="list-style-type: none"> <li>- the beneficiary is a start-up or an SME,</li> <li>- the proposal was eligible and has passed applicable thresholds for the first two award criteria referred to in paragraph 4,</li> <li>- for those activities that would be eligible under an innovation action.</li> </ul> <p>7. For a proposal having passed the evaluation, independent experts shall propose a corresponding EIC blended finance, based on the risk incurred and the resources and time necessary to bring and deploy the innovation to the market. The Commission may reject a proposal retained by independent experts for justified reasons, including compliance with the objectives of Union policies.</p> <p>8. The grant or the reimbursable advance component of the blended finance shall not exceed 70% of the costs of the selected innovation action.</p> <p>9. Implementation modalities of the equity and repayable support components of the EIC blended finance shall be detailed in Decision [Specific programme].</p> <p>10. The contract for the selected action shall establish specific milestones and the corresponding pre-financing and payments by instalments of the EIC blended finance. Activities corresponding to an innovation action may be launched and first pre-financing of the grant or the</p>	<p>(10) "Activities corresponding to an innovation action may be launched and first pre-financing of the grant or the reimbursable advance paid prior to the implementation of other components of the awarded EIC blended finance." This sentence is not understandable and should be reviewed.</p>
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			<p>reimbursable advance paid, prior to the implementation of other components of the awarded EIC blended finance. The implementation of those components shall be subject to the achievement of specific milestones established in the contract.</p> <p>11. In accordance with the contract, the action shall be suspended, amended or terminated if milestones are not met. It may also be terminated where expected market deployment cannot be met. The Commission may decide to increase the EIC blended finance subject to a project review by external independent experts.</p>	
<b>Experts</b>				
40	<p><b>Appointment of independent experts</b></p> <p>1. The Commission and, where appropriate, funding bodies may appoint independent experts to evaluate proposals in accordance with Article 15 or to advise on or assist with: (a) the evaluation of proposals; (b) the monitoring of the implementation of actions carried out under Regulation (EU) No 1291/2013 as well as of previous Research and/or Innovation Programmes; (c) the implementation of Union research and innovation policy or programmes including Horizon 2020, as well as the achievement and functioning of the European Research Area; (d) the evaluation of Research and Innovation Programmes; (e) the design of the Union research and innovation policy, including the preparation of future programmes.</p> <p>2. Independent experts shall be chosen on the basis of their skills, experience and knowledge appropriate to carry out the tasks assigned to them. In cases where independent experts have to deal with classified information, the appropriate security clearance shall be required before appointment. Independent experts shall be identified and selected on the basis of calls for applications from individuals and calls addressed to relevant organisations such as research agencies, research institutions, universities, standardisation organisations, civil society organisations or enterprises with a view to establishing a database of candidates. The Commission or the relevant funding body may, if deemed appropriate and in duly justified cases, select in a transparent</p>	44	<p><b>Appointment of external experts</b></p> <p>1. By derogation from Article 237(3) of the Financial Regulation, external experts may be selected without a call for expressions of interest, if justified and the selection is carried out in a transparent manner.</p> <p>2. In accordance with Article 237(2) and 237(3) of the Financial Regulation, external experts shall be remunerated based on standard conditions. If justified, an appropriate level of remuneration beyond the standard conditions based on relevant market standards, especially for specific high level experts, may be granted.</p> <p>3. In addition to Article paragraphs 2 and 3 of Article 38 of the Financial Regulation, the names of external experts evaluating grant applications, who are appointed in a personal capacity shall be published, together with their area of expertise, at least once a year on the internet site of the Commission or the funding body. Such information shall be collected, processed and published in accordance with the EU data protection rules.</p>	<p><b>change in wording and meaning</b></p> <p>(1) As in Horizon 2020, external experts may be selected without a call for expressions of interest.</p> <p>The selection/appointment criteria from Horizon 2020 concerning skills, knowledge, experience, conflict of interest etc. have been removed. Such principles appear important for mentioning in the RfP rather than “only” in the work programme.</p>

	<p>manner any individual expert with the appropriate skills not included in the database.</p> <p>When appointing independent experts, the Commission or the relevant funding body shall take appropriate measures to seek a balanced composition within the expert groups and evaluation panels in terms of various skills, experience, knowledge, geographical diversity and gender, and taking into account the situation in the field of the action. Where appropriate, private-public sector balance shall also be sought. The Commission or the relevant funding body may call upon the advice of advisory bodies for the appointment of independent experts. In the case of ERC frontier research actions, the Commission shall appoint experts on the basis of a proposal from the Scientific Council of the ERC.</p> <p>3. The Commission or the relevant funding body shall ensure that an expert faced with a conflict of interest in relation to a matter on which the expert is required to provide an opinion does not evaluate, advise or assist on the specific matter in question.</p> <p>4. All exchanges with independent experts, including the conclusion of contracts for their appointment and any amendment thereto, may be done through electronic exchange systems set up by the Commission or by the relevant funding body as stipulated in Article 287(4) of Regulation (EU) No. 1268/2012.</p> <p>5. The names of experts appointed in a personal capacity, who have assisted the Commission or the funding bodies in implementation of Regulation (EU) No 1291/2013 and Decision 2013/743/EU shall be published, together with their area of expertise, at least once a year on the internet site of the Commission or the relevant funding body. Such information shall be collected, processed and published in accordance with Regulation (EC) No 45/2001.</p>			
<b>Monitoring and Reporting, Information and Communication, Dissemination and Exploitation</b>				
1	3. Regulation (EC) No 294/2008 or any basic act which entrusts budget implementation tasks to a funding body under Article 185 TFEU may establish rules which depart from those laid down in this Regulation. In order to take into account their specific operating needs and subject to the rules established in the relevant basic act, the Commission shall be empowered to	45	<p><b>Monitoring and reporting</b></p> <p>1. Indicators to report on progress of the Programme towards the achievement of the objectives established in Article 3 are set in Annex V along impact pathways.</p>	<p><b>new/change in wording and meaning</b></p> <p>This article contains the reporting and monitoring details, which might also be adapted through a delegated act by the European Commission.</p>

	adopt delegated acts in accordance with Article 56, with regard to funding bodies set up under Article 187 TFEU concerning:		<p>2. The Commission is empowered to adopt delegated acts in accordance with Article 50 concerning amendments to Annex V to supplement or amend the impact pathway indicators, where considered necessary, and set baselines and targets.</p> <p>3. The performance reporting system shall ensure that data for monitoring programme implementation and results are collected efficiently, effectively and in a timely manner. To that end, proportionate reporting requirements shall be imposed on recipients of Union funds and (where relevant) Member States.</p>	
4	<p><b>Information to be made available</b></p> <p>1. Without prejudice to Article 3, the Commission shall, upon request, make available to the Union institutions, bodies, offices or agencies, any Member State or associated country, any useful information in its possession concerning results generated by a participant in an action that has received Union funding, provided that both the following conditions are met:</p> <ul style="list-style-type: none"> <li>(a) the information concerned is relevant to public policy;</li> <li>(b) the participants have not provided sound and sufficient reasons for withholding the information concerned.</li> </ul> <p>In actions under the specific objective 'Secure societies - Protecting freedom and security of Europe and its citizens', the Commission shall upon request make available to Union institutions, bodies, offices or agencies or to Member States' national authorities any useful information in its possession concerning results generated by a participant in an action that has received Union funding. The Commission shall notify the participant of such communication. Where a Member State or Union institution, body, office or agency requests the communication of information, the Commission shall also notify such communication to all Member States.</p> <p>2. The provision of information pursuant to paragraph 1 shall not be deemed to transfer to the recipient any rights or obligations of the Commission or of the participants. However, the recipient shall treat any such information as confidential unless it becomes public or is made available publicly by the participants, or unless it was communicated to the Commission without restrictions concerning confidentiality.</p>	46	<p><b>Information, communication, publicity and dissemination and exploitation</b></p> <p>1. The recipients of Union funding shall acknowledge the origin and ensure the visibility of the Union funding (in particular when promoting the actions and their results) by providing coherent, effective and proportionate targeted information to multiple audiences, including the media and the public.</p> <p>2. The Commission shall implement information and communication actions relating to the Programme, and its actions and results. Financial resources allocated to the Programme shall also contribute to the corporate communication of the political priorities of the Union, as far as they are related to the objectives referred to in Article 3.</p> <p>3. The Commission shall also establish a dissemination and exploitation strategy for increasing the availability and diffusion of the Programme's Research and Innovation results and knowledge to accelerate exploitation towards market uptake and boost the impact of the Programme. Financial resources allocated to the Programme shall also contribute to the corporate communication of the political priorities of the Union as well as information, communication, publicity, dissemination and exploitation activities as far as they are related to the objectives referred to in Article 3.</p>	<p><b>new</b></p> <p>(1) (2) (3) In Horizon Europe, recipients have to make Union funding visible via a dissemination and exploitation strategy of the European Commission. This approach is another indication that exploitation and dissemination is important.</p>

5	<p>The Commission rules on security shall apply regarding classified information.</p> <p><b>Guidance and information for potential participants</b></p> <p>In accordance with Regulation (EU, Euratom) No 966/2012 and Regulation (EU) No 1268/2012, the Commission or the relevant funding body shall ensure that sufficient guidance and information is made available to all potential participants at the time of publication of the call for proposals, in particular the applicable model grant agreement.</p>			
<b>Programme Evaluation</b>				
30	<p><b>Evaluation of the funding levels</b></p> <p>The interim evaluation of Horizon 2020 shall include an evaluation of the impact of the various features introduced by the new funding levels laid down in Articles 27, 28 and 29 of this Regulation, with the aim of evaluating whether the new approach has led to undesired situations adversely affecting the attractiveness of Horizon 2020.</p>	47	<p><b>Programme Evaluation</b></p> <p>1. Programme evaluations shall be carried out in a timely manner to feed into the decision-making process on the programme, its successor and other initiatives relevant to research and innovation.</p> <p>2. The interim evaluation of the Programme shall be carried out once there is sufficient information available about the implementation of the Programme, but no later than four years after the start of the programme implementation. It shall include an assessment of the long-term impact of previous Framework Programmes and shall form the basis to adjust programme implementation, as appropriate.</p> <p>3. At the end of the implementation of the Programme, but no later than four years after the end of the period specified in Article 1, a final evaluation of the Programme shall be completed by the Commission. It shall include an assessment of the long-term impact of previous Framework Programmes.</p> <p>4. The Commission shall communicate the conclusions of the evaluations accompanied by its observations, to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions.</p>	<p><b>change in wording and meaning</b></p> <p>Details on programme evaluations are added to the RFP Horizon Europe, including timeframes.</p>
<b>Audits</b>				
36	<p><b>Certifying auditors</b></p> <p>1. The certificates on the financial statements and on the methodology referred to in Articles 34 and 35 shall be</p>	48	<p><b>Audits</b></p> <p>1. The control system for the Programme shall ensure an appropriate balance between trust and control, taking into</p>	<p><b>change in wording and meaning</b></p> <p>(1) As in Horizon 2020, the balance between trust and control is further relevant.</p>

	<p>established by an independent auditor qualified to carry out statutory audits of accounting documents in accordance with Directive 2006/43/EC of the European Parliament and of the Council ( 1 ) or similar national regulations, or by a competent and independent public officer in whom the relevant national authorities have vested the legal capacity to audit the participant and who has not been involved in the preparation of the financial statements.</p> <p>2. Upon request by the Commission, the Court of Auditors or the European Anti-fraud Office (OLAF), the auditor who delivers the certificate on the financial statements and on the methodology shall grant access to the supporting documents and audit working papers on the basis of which a certificate on the financial statements or on the methodology was issued.</p>		<p>account administrative and other costs of controls at all levels, especially for beneficiaries.</p> <p>2. The audit strategy for the Programme shall be based on the financial audit of a representative sample of expenditure across the Programme as a whole. The representative sample shall be complemented by a selection based on an assessment of the risks related to expenditure. Actions that receive joint funding from different Union programmes shall be audited only once, covering all involved programmes and their respective applicable rules.</p> <p>3. In addition, the Commission or funding body may rely on combined systems reviews at beneficiary level. These combined reviews shall be optional for certain types of beneficiaries and shall consist in a systems and process audit, complemented by an audit of transactions, carried out by a competent independent auditor qualified to carry out statutory audits of accounting documents in accordance with Directive 2006/43/EC. They may be used by the Commission or funding body to determine overall assurance on the sound financial management of expenditure and for reconsideration of the level of ex-post audits and certificates on financial statements.</p> <p>4. In accordance with Article 127 of the Financial Regulation, the Commission or funding body may rely on audits on the use of Union contributions carried out by other persons or entities, including by other than those mandated by the Union Institutions or bodies.</p> <p>5. Audits may be carried out up to two years after the payment of the balance.</p>	<p>(2) The approach that actions being funded from several Union projects will be audited only once is highly appreciated. This is positive, as fewer audits can be expected and therefore the administrative burden will be reduced.</p> <p>(3) A further advantage is the possibility of combined system reviews at beneficiary level. This means reduced audits for the beneficiaries.</p> <p>(4) Horizon Europe offers the possibility to rely on audits not carried out by the Commission or funding bodies themselves or by such mandated by the Union institutions or bodies.</p>
<b>Financial Interests of the Union and Delegation</b>				
		49	<p><b>Protection of financial interests of the Union</b></p> <p>1. The Commission or its representatives, and the Court of Auditors, shall have the power of audit or, in the case of international organisations, the power of verification in accordance with agreements reached with them, on the basis of documents and <b>onthe-spot</b>, over all grant beneficiaries, contractors and subcontractors who have received Union funds under this Regulation.</p>	<p><b>new</b></p> <p>The RfP Horizon Europe sets measures to protect the Union’s financial interests. This can be considered as appropriate and reasonable.</p> <p>The term “<b>onthe-spot</b>” should be corrected to “<b>on the-spot</b>”.</p>

			<p>2. The European Anti-Fraud Office (OLAF) may carry out administrative investigations, including on-the-spot checks and inspections, in accordance with the provisions and procedures laid down in Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council and Council Regulation (Euratom, EC) No 2185/96, with a view to establishing whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the Union in connection with Union funding or budgetary guarantees under this Regulation.</p> <p>3. Competent authorities of third countries and international organisations may also be required to cooperate with the European Public Prosecutor's Office (EPPO), in accordance with Mutual Legal Assistance Agreements, when it carries out investigations into criminal offences falling within its competence in accordance with Regulation (EU) 2017/1939.</p> <p>4. Without prejudice to paragraphs 1 and 2, cooperation agreements with third countries and with international organisations, contracts, grant agreements and other legal commitments, as well as agreements establishing a budgetary guarantee, resulting from the implementation of this Regulation shall contain provisions expressly empowering the Commission, the Court of Auditors and OLAF to conduct such audits, on-the-spot checks and inspections, according to their respective competences. This shall include provisions to ensure that any third parties involved in the implementation of Union funds or of a financing operation supported, in whole or in part, by a budgetary guarantee grant equivalent rights.</p>	
56	<p><b>Exercise of the delegation</b></p> <p>1. The power to adopt delegated acts is conferred on the Commission subject to the conditions laid down in this Article.</p> <p>2. The power to adopt delegated acts referred to in Article 1(3) shall be conferred on the Commission <b>for the duration of Horizon 2020</b>.</p> <p>3. The delegation of power referred to in Article 1(3) may be revoked at any time by the European Parliament or by the Council. A decision to revoke shall put an end to the</p>	50	<p><b>Exercise of the delegation</b></p> <p>1. The power to adopt delegated acts is conferred on the Commission subject to the conditions laid down in this Article.</p> <p>2. The power to adopt delegated acts referred to in Article 45(2) shall be conferred on the Commission <b>until 31 December 2028</b>.</p> <p>3. The delegation of power referred to in Article 45(2) may be revoked at any time by the European Parliament or by the Council. A decision to revoke shall put an end to the</p>	<p><b>change in wording and meaning</b></p> <p>(4) The involvement of the Member States can be considered positive, as the Commission shall consult experts appointed by the Member States.</p>



	<p>delegation of the power specified in that decision. It shall take effect the day following the publication of the decision in the <i>Official Journal of the European Union</i> or at a later date specified therein. It shall not affect the validity of any delegated acts already in force.</p> <p>4. As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.</p> <p>5. A delegated act adopted pursuant to Article 1(3) shall enter into force only if no objection has been expressed either by the European Parliament or by the Council within a period of two months of notification of that act to the European Parliament and the Council or if, before the expiry of that period, the European Parliament and the Council have both informed the Commission that they will not object. That period shall be extended by two months at the initiative of the European Parliament or of the Council.</p>	<p>delegation of power specified in that decision. It shall take effect the day following the publication of the decision in the <i>Official Journal</i> of the European Union or at a later date specified therein. It shall not affect the validity of any delegated acts already in force.</p> <p>4. Before adopting a delegated act, the Commission shall consult experts designated by each Member State in accordance with the principles laid down in the Interinstitutional Agreement on Better Law-Making of 13 April 2016.</p> <p>5. As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.</p> <p>6. A delegated act adopted pursuant to Article 45(2) shall enter into force if no objection has been expressed either by the European Parliament or by the Council within a period of two months of notification of that act to the European Parliament and the Council or if, before the expiry of that period, the European Parliament and the Council have both informed the Commission that they will not object. That period shall be extended by two months at the initiative of the European Parliament or of the Council.</p>		
<b>Final Provisions</b>				
57	<p><b>Repeal and transitional provisions</b></p> <p>1. Regulation (EC) No 1906/2006 is repealed with effect from 1 January 2014.</p> <p>2. Without prejudice to paragraph 1, this Regulation shall not affect the continuation or modification, including the total or partial termination, of the actions concerned, until their closure, or until the award of financial assistance by the Commission or funding bodies under Decision No 1982/2006/EC or any other legislation applying to that assistance on 31 December 2013, which shall continue to apply to the actions concerned until their closure.</p> <p>3. Any sums from the participant Guarantee Fund set up by Regulation (EC) No 1906/2006 as well as all its rights and obligations shall be transferred to the Fund as of 31 December</p>	51	<p><b>Repeal</b></p> <p>Regulation (EU) No 1291/2013 and Regulation (EU) No 1290/2013 are repealed with effect from 1 January 2021.</p> <p>52</p> <p><b>Transitional provisions</b></p> <p>1. This Regulation shall not affect the continuation or modification of the actions concerned, until their closure, under Regulation (EU) No 1291/2013 and Regulation (EU) No 1290/2013, which shall continue to apply to those actions until their closure. Work plans and actions provided for in work plans adopted under Regulation (EU) No1290/2013 and under the corresponding funding bodies' basic acts shall also continue to be governed by Regulation (EU) No1290/2013 and those basic acts until their completion.</p>	change in wording and meaning

	2013. The participants in actions under Decision No 1982/2006/EC signing grant agreements after 31 December 2013 shall make their contribution to the Fund.		2. The financial envelope for the Programme may also cover technical and administrative assistance expenses necessary to ensure the transition between the Programme and the measures adopted under its predecessor Regulation (EU) No 1291/2013.	
58	This Regulation shall enter into force on the <b>third</b> day following that of its publication in the <i>Official Journal of the European Union</i> . This Regulation shall be binding in its entirety and directly applicable in all Member States.  Done at <b>Strasbourg</b> ,	53	<b>Entry into force</b>  This Regulation shall enter into force on the <b>twentieth</b> day following that of its publication in the <i>Official Journal of the European Union</i> . This Regulation shall be binding in its entirety and directly applicable in all Member States.  Done at <b>Brussels</b> ,	change in wording and meaning
52	<b>Financial Instruments</b>  1. Financial instruments may take any of the forms referred to in, and shall be implemented in accordance with, Title VIII of Regulation (EU, Euratom) No 966/2012 and may be combined with each other and with grants funded under the Union budget, including under Regulation (EU) No 1291/2013.  2. By way of derogation from the second subparagraph of Article 140(6) of Regulation (EU, Euratom) No 966/2012, both revenues and annual repayments generated by a financial instrument established under Regulation (EU) No 1291/2013 shall be assigned, in accordance with Article 21(4) of Regulation No 966/2012, to that financial instrument.  3. By way of derogation from the second subparagraph of Article 140(6) of Regulation (EU, Euratom) No 966/2012, both revenues and annual repayments generated by the Risk Sharing Finance facility set up under Decision No 1982/2006/EC and the early stage part of the High-Growth and Innovative SME Facility (GIF1) set up under Decision No 1639/2006/EC, shall be assigned, in accordance with Article 21(4) of Regulation (EU, Euratom) No 966/2012, to the succeeding financial instruments under Regulation (EU) No 1291/2013.			<b>removed</b>  The article about “financial instruments” has been removed from the RfP Horizon Europe, as they have been added to the InvestEU.
53	<b>SME Instrument</b>			<b>removed</b>

	<p>1. Only SMEs may apply for calls for proposals issued under the dedicated SME instrument referred to in Article 22 of Regulation (EU) No 1291/2013. They may cooperate with other companies, and with research organisations or universities.</p> <p>2. Once a company has been validated as an SME, that legal status shall be assumed to prevail for the entire duration of the project, even in cases where the company, due to its growth, later exceeds the ceilings of the SME definition.</p> <p>3. In the case of the SME instrument or grants by funding bodies or by the Commission targeting SMEs, the grant agreement may lay down specific provisions, in particular on ownership, access rights, exploitation and dissemination.</p>			<p>The article concerning the SME instrument has been removed from the RfP Horizon Europe, as SME activities will be covered by the EIC activities.</p>
54	<p><b>Fast Track to Innovation</b></p> <p>1. In accordance with Article 7, any legal entity may participate in a Fast Track to Innovation ("FTI") action. Actions funded under FTI shall be innovation actions. The FTI call shall be open to proposals relating to any technology field under the specific objective "Leadership in enabling and industrial technologies" set out in point 1 of Part II of Annex I to Regulation (EU) No 1291/2013 or to any of the specific objectives under the priority "Societal challenges" set out in points 1 to 7 of Part III of Annex I to that Regulation.</p> <p>2. Proposals may be submitted at any time. The Commission shall set three cut-off dates per year to evaluate proposals. The period between a cut-off date and signature of the grant agreement or notification of the grant decision shall not exceed six months. Proposals shall be ranked according to the impact, quality and efficiency of implementation and excellence, with the criterion of impact given a higher weighting. No more than five legal entities shall participate in any one action. The amount of the grant shall not exceed EUR 3 million.</p>			<p><b>removed</b></p> <p>The article concerning the Fast Track to Innovation instrument has been removed from the RfP Horizon Europe.</p>
55	<p><b>Other specific provisions</b></p> <p>1. In the case of actions involving security-related activities, the grant agreement may lay down specific provisions, in particular on pre-commercial public procurement, procurement of innovative solutions, changes to the</p>			<p><b>removed</b></p> <p>This article has been removed from the RfP Horizon Europe.</p>

<p>consortium's composition, classified information, exploitation, dissemination, open access to research publications, transfers and licences of results.</p> <p>2. In the case of actions to support existing or new research infrastructures, the grant agreement may lay down specific provisions relating to users of the infrastructure and to the users' access to them.</p> <p>3. In the case of ERC frontier research actions, the grant agreement may lay down specific provisions, in particular on access rights, portability and dissemination, or relating to participants, researchers and any party concerned by the action.</p> <p>4. In the case of training and mobility actions, the grant agreement may lay down specific provisions on commitments relating to the researchers benefiting from the action, ownership, access rights and portability.</p> <p>5. In the case of coordination and support actions, the grant agreement may lay down specific provisions, in particular on ownership, access rights, exploitation and dissemination of results.</p> <p>6. In the case of the Knowledge and Innovation Communities of the EIT, the grant agreement may lay down specific provisions, in particular on ownership, access rights, exploitation and dissemination.</p>		<p>(3) This paragraph concerns the important topic of the portability of ERC grants. This should be reintroduced to the RfP Horizon Europe, as it is a crucial part of the ERC instrument.</p>
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