



**Contract Number: 653951**

## **Deliverable n°5.2**

### **Governance and implementation mechanisms of the EJP**

Work Package 5

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**RESPONSIBLE:**

Andra

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## **1. Aim of the Deliverable 5.2**

The JOPRAD Deliverable 5.2 aims to describe the basis for the Governance and implementation mechanisms that has been developed within JOPRAD for a future European Joint research Programme in radioactive waste management and disposal (RWMD): Participation rules; Type of Activities; Funding and co-funding mechanisms; Governance bodies and decision mechanisms their role.

All this has been developed on the basis of the EJP Co-fund instrument that was selected by WP2 as the most suitable option<sup>1</sup> for the JOPRAD consortium, after having performed an assessment<sup>2</sup> of currently available Joint Programming Frameworks.

These Governance and implementation mechanisms were presented at the JOPRAD Final Workshop held on 16 November 2017 in Prague.

## **2. Ensuring a fair governance (Deliverable JOPRAD 3.2)**

Regarding governance of the JP, the decision-making process has to be transparent with clear roles and rules of functioning. The issue of transparency is of utmost importance. It is an expectation for all phases of the JP governance process and includes transparent decision making with respect to how decisions are taken, who takes the decisions, and what the decisions are.

In particular, the JP will have to present argumentation regarding how, why and by who projects and activities are selected. There is also an expectation of extensive release of results, allowing the assessment of their impacts on current GD development.

The JP using public money should not use commercial confidentiality as a mean to preclude access of the public to the results.

A specific challenge regards the equitable participation of all actors in the governance of the JP (WMOs, TSOS, REs from more and less advanced programmes). The governance rules should provide Civil Society with the capacity to influence decisions (not only observing) and offer clear statement on how their concerns are duly taken into account. It would reinforce trust, credibility and legitimacy of decisions and create the conditions for a real improvement of the integration of all actors in the management of RD&D at European level.

## **3. Governance aspects**

A first scheme has been discussed within JOPRAD, and presented at the Mid-Term Workshop in September 2016, see **Appendix 1**.

Based on this first scheme, the Civil Society organisations involved in JOPRAD made a proposal for the CS involvement in the future EJP governance, see **Appendix 2** (Deliverable 3.7 is based on initial Governance scheme in Appendix 1 and on Appendix 2).

Upon further reflection, taking into account feedback from other EJP initiatives and taking stock of the official information that the EC funding rate for the EJP on RWMD would be 55%, of the total eligible costs, the Governing scheme has evolved compared to the initial one and is detailed in the following sections and were presented at JOPRAD Final Workshop in November 2017 in Prague.

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<sup>1</sup> See the section “Why choosing EJP?” of the Deliverable D3.2 of the JOPRAD project “Conditions for implementing a JP” written by IRSN, p27-28. It detailed the different reasons of the JOPRAD consortium choice.

<sup>2</sup> See deliverable D2.3 of the JOPRAD project, Summary of lessons learned in other JP initiatives.

### 3.1 Rules for participation

#### 3.1.1 Generic rules for participation in an EJP Cofund

Within EJP Cofund instrument, participation as **Beneficiary** is limited to legal entities (from at least 5 Member States or associated countries) that can fully participate through their contribution of national/regional programmes, i.e. legal entities owning (*Programme Owner*, Ministry/regional authority) or managing (Programme Manager mandated by a *Programme Owner*) national research and innovation programmes.

Beneficiaries can call for **Linked Third Parties** (LTP) to carry out part of the work plan in the WPs. A Linked Third Party is an organisation to which a Beneficiary has a pre-existing legal relationship (options are: Memorandum of Understanding, agreement, contract, affiliation, joint research unit...) which is not based on a contract for the purchase of goods works or services.

Other legal entities (such as association) may participate if justified by the nature of the action, in particular entities created to coordinate or integrate transnational research efforts.

Reference documents:

- H2020 Participation rules
- EJP Cofund Annotated Model Grant Agreement

#### 3.1.2 Specific participation rules for the JP on RWMD

In the early phase of JOPRAD and given that the RWMD community has already been sufficiently integrated since several years, the option for an internal implementation of activities has been retained, meaning here that the EJP Beneficiaries are expected to be directly the RD&D actors, and not funding agencies as it is the case in other EJP.

As a consequence, the Participation as Beneficiary is limited to **legal entities that have a national responsibility to carry out research in support of the national RWMD programme** either as Programme Owner or as Programme Manager (for the latter, there is a need for a confirmation by the Programme Owner). Typically, the following actors:

- **Waste Management Organisations** (WMOs) whose mission covers the management and disposal of radioactive waste
- **Technical Support Organisations** (TSOs) carrying out activities aimed at providing the technical and scientific basis for notably supporting the decisions made by a national regulatory body
- **Nationally funded Research Entities** (REs) which are involved in the R&D of radioactive waste management, under the responsibility of Member States.

Under the EJP Cofund instrument, Beneficiaries and Linked Third Parties shall be able to bear the costs that are not funded by EC, or to find other co-funding sources.

### 3.2 Different types of activities

Five different generic types of activities shall be implemented for the deployment of the Joint Programme Vision, Roadmap and Strategic Research Agenda:

Type of activities	Type of actions	Examples of possible deliverables
<b>Collaborative RD&amp;D</b>	Actions aiming to establish new knowledge, to consolidate/refine existing knowledge and/or to explore the feasibility of a new or improved technology, product, process, service or solution. Basic and applied research, technology development and integration, testing and validation in a research laboratory or simulated environment.	State-of-the-art (initial and update), documents, reports, demonstrator, pilot, prototype, plan designs, software, technical diagram, etc.
<b>Networking</b>	Actions consisting in addressing methodological/strategical issues and sharing experience on challenging issues that are common to several programmes in different countries	Reports, strategic studies, generic methodologies, best practices...
<b>Knowledge Management</b>	Actions consisting of preserving, capitalizing and transferring generated knowledge.	State-of-knowledge documents; Guidance documents, Training delivery and materials...
<b>Knowledge Interaction with Civil Society</b>	Actions consisting of engaging Civil Society Organisations so that they can express their expectations and bring their views in the Joint Programme. These actions will be facilitated by Civil Society Experts.	Reports, documents...
<b>Overall Management and dissemination Activities</b>	Scientific and technical coordination/integration of the overall EJP (monitoring EJP progress, day-to-day administrative, financial and legal management, reporting exercises, interactions with EC, communication and disseminations activities).	Management tools, Periodic reports, financial statements, websites, dissemination tools...

### 3.3 Funding mechanisms

#### 3.3.1 EC funding rate

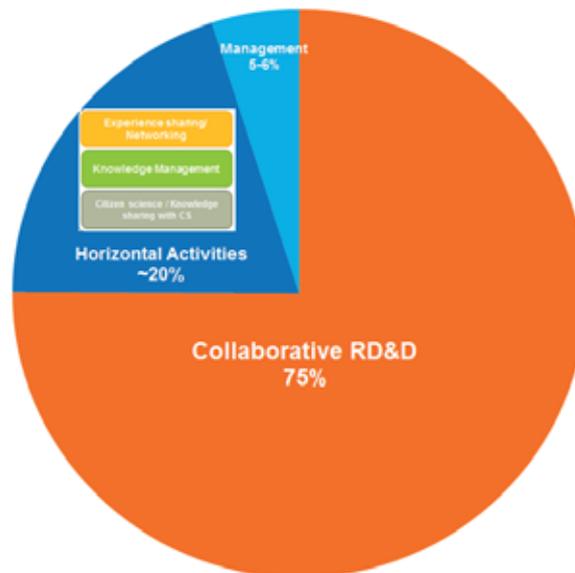
With an EJP Cofund, the Euratom Programme contribution takes the form of a **grant** consisting of reimbursement of the eligible costs related to the implementation of the actions (Work Packages). In EURATOM WP2018, the cofunding rate for EJP on RWMD has been set at 55% of the total eligible costs necessary to the implementation of the activities.

#### 3.3.2 Distribution of EC funding

For the Joint Programme on RWMD, the budget allocation between the different categories of activities has been initially set as follow:

- ▶ at least 75% of the EC contribution to RD&D activities;
- ▶ about 20% of the EC contribution to Horizontal activities;
- ▶ max 6% of the EC contribution to management.

This can be adjusted during the development of an 5-year implementation phase.



#### 3.3.3 Internal funding rates for each type of activity

Under an EJP Cofund action, the Beneficiaries are free to redistribute EC co-funding as they will decide. It has been highlighted in the early phase of JOPRAD that different funding rates shall be set for the different types of activities.

For the future EJP on RWMD, the latest scenario is as follows:

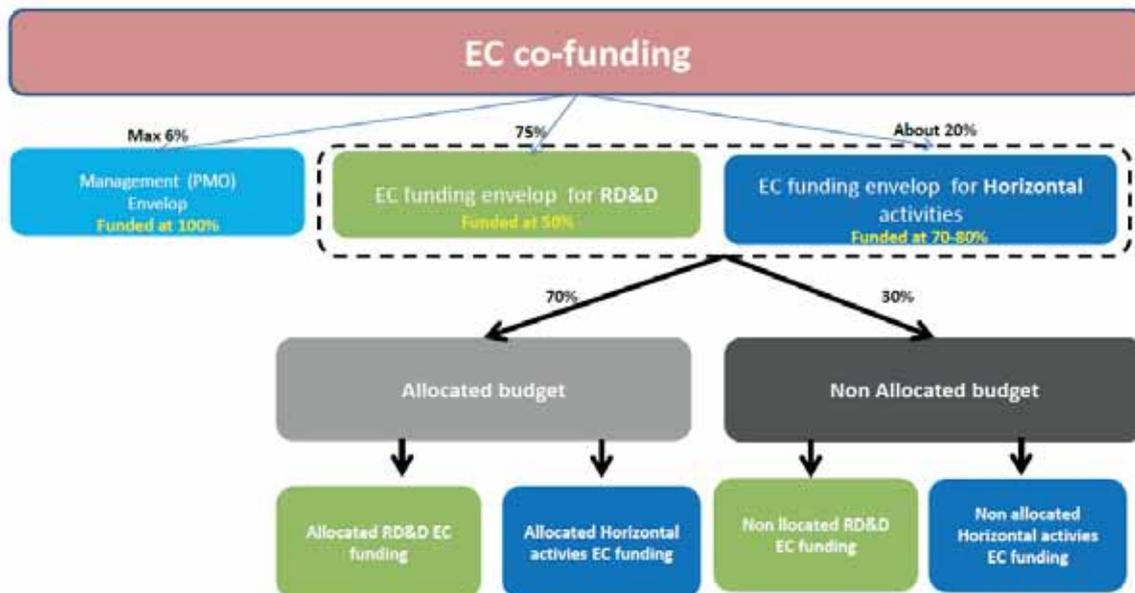
Type of activity	Indicative internal rate
Collaborative RD&D	50 %
Horizontal activities	70-80 % (it will be adjusted so that RD&D funding rate does not go under 50%)
Programme Management Office	100 %

### 3.3.4 Budget flexibility

An EJP must remain flexible in order to i) **include new activities** in order to be as needs-driven as possible and ii) **integrate new Actors**, i.e. actors that would not be mandated on time for the submission of the EJP proposal but will be mandated in the course of EJP, shall be able to join the Consortium as Beneficiary and contribute to the activities.

In order to meet the principles of flexibility and inclusiveness, 70% of the budget shall be allocated at the time of the submission to EC, meaning that remaining 30% shall be allocated during the course of the EJP in order to integrate new activities or to include any new mandated actors, in accordance with the governing mechanisms of the EJP.

### 3.3.5 Overview of funding streams of a EJP implementation phase

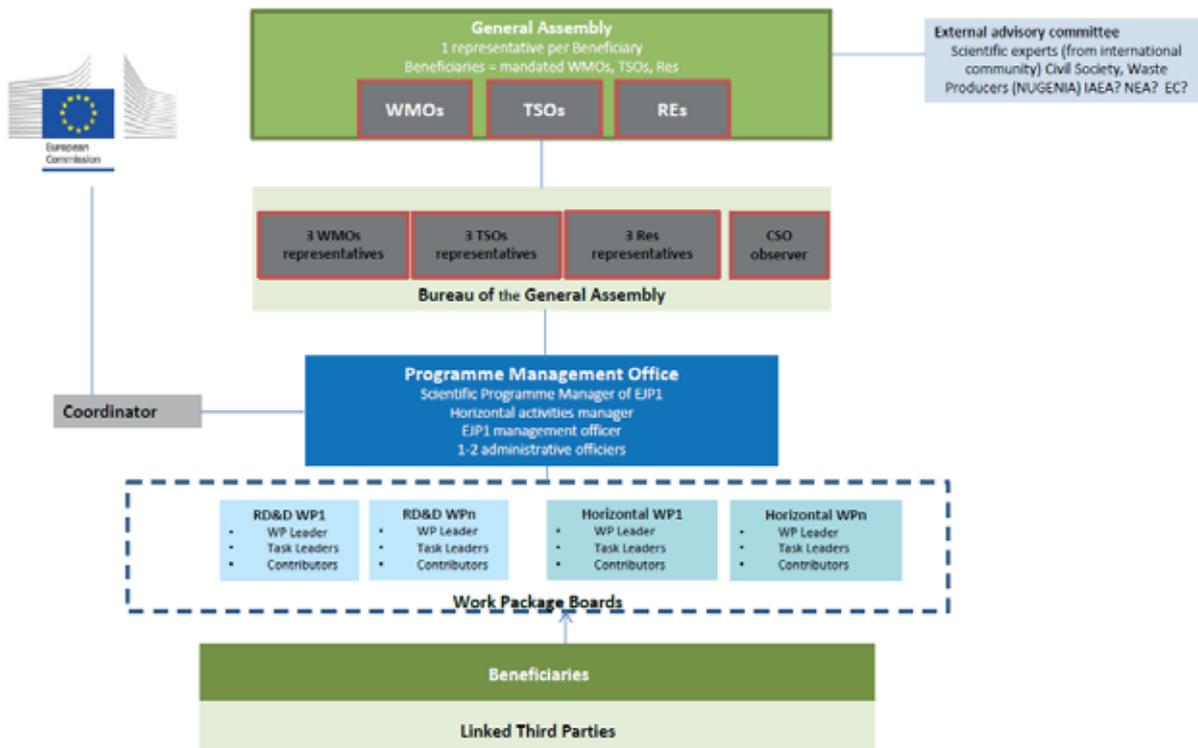


### 3.4 Governance Bodies

An EJP 5-year implementation phase will be ruled by two contractual documents:

- The Grant Agreement with EC (See Model)
- The Consortium Agreement

Governance rules and structures will be described in the Consortium Agreement, in alignment with the provisions of the Grant Agreement. Based on JOPRAD outcomes, as well as feedback from EC projects' governance structure, and the on-going EJP EUROFUSION, the latest version of the discussed governance scheme is as follow:



#### 3.4.1 General Assembly

The General Assembly is the ultimate decision-making body of the consortium.

**Composition:** one representative per beneficiary

**Role:** The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out in the Consortium Agreement. In addition, proposals made by the Bureau of the General Assembly and by the Programme Management Office shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

- Approval of the Annual work plan (incl. budget) (incl. approval of new WPs within « 2nd wave »)
- Approval of possible updates of the strategic research agenda
- Approval of synthetic annual progress report
- Proposal for changes to Annex I (Work Plan) and II (Estimated budget) of the Grant Agreement to be agreed by the Commission
- Modification of the attachments of the Consortium Agreement
- Approval for management procedures (incl. Financial procedures, procedures for preparing the reporting required under the Grant Agreement)
- Approval of the internal communication plan
- Approval of publication procedure
- Approval of annual dissemination plan

- Approval of the yearly budget for the PMO
- Approval of Financial procedures (budgeting and payments)
- Approval of procedures for preparing the reporting required under the Grant Agreement
- Approval of procedures concerning the composition of the EAB
- Entry of a new party/Withdrawal of a party
- Identification of a breach by a Party of its obligations under the Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a defaulting party
- Remedies to be performed by a defaulting party
- Termination of a defaulting party's participation in the Consortium and measures thereto
- Approval of the consortium quality management system
- Decision on the consequences in case of a force majeure or exceptional circumstances
- Proposal to the Commission for a change of the Coordinator
- Proposal to the Commission for suspension of all or part of the Programme
- Proposal to the Commission for termination of the Programme and the CA

The General Assembly defines and regularly reviews the overarching strategy as laid down by the Joint Programme Strategic Research Agenda and Vision necessary to implement the EJP1 Work Plan in consistency with the Grant Agreement. The details of the strategy and Work Plans, and any supporting policies and procedures, are elaborated by the Bureau of the General Assembly and/or the Programme Management Office.

#### Voting rights

The weight of the voting rights will be defined in the Consortium Agreement. It will be discussed between Mandated Actors in a later stage in the RWMD EJP1 proposal development phase.

The voting rights will be described in the Consortium Agreement.

**Meeting:** one annual meeting

Additional meetings may be required. Extraordinary meetings for urgent issues may be convened at any time upon written request.

The annual meeting of the General Assembly will be open to non-voting observers such as Linked Third Parties, Civil Society participants and representatives.

#### 3.4.2 Bureau of the General Assembly

**Role:** The Bureau is accountable to the General Assembly. It proposes documents and decisions to be taken by the General Assembly, it prepares the agenda of the General Assembly, acts on behalf of the General Assembly in the detailed interactions with the Programme Manager during the elaboration of proposals, for subsequent decision by the General Assembly, defining the Consortium Strategy, Work plans, policies and procedures.

**Composition:** The Bureau will be composed of:

- Three WMOs' representatives (elected by mandated WMOs)
- Three TSOs' representatives (elected by mandated TSOs)
- Three REs' representatives (elected by mandated REs)
- One CSO observer (elected by the CSOs)

The designation of these representatives will be done within each "community" of actors. WMOs will elect their 3 representatives, TSOs will elect their 3 representatives and REs will elect their 3 representatives. The Bureau members shall represent the interest of their own community and not the interest of their respective organisation.

The composition of the Bureau shall be reviewed at mid-term of the 5-year implementation phase.

**Meetings** at least 4 per year

Project Management Office and additional experts shall also participate to the Bureau meeting as needed.

### **3.4.3 Programme Management Office (PMO)**

**Role:** The PMO is in charge of scientific and technical coordination of the programme, as well as the day-to-day management, and dissemination and communication activities. It is responsible to the General Assembly for the overall top-level planning, coordination, implementation of the EJP Work Plan in line with the strategy agreed by the General Assembly. It interacts with EC and key stakeholders: national programmes, international organisations/programmes, Citizen Science Organisations, science/policy interface.

Composition:

It will be composed of:

- Scientific Programme Manager of EJP1
- Horizontal activities coordinator
- EJP1 management officer

The PMO will possibly be housed in the premises of the Coordinator, to which staff from the Beneficiaries can be seconded on a full-time basis.

PMO shall organise regular meetings (at least twice a year) gathering all the WP Leaders to ensure interactions between the projects and ensuring joint programming of activities.

### **3.4.4 Work Package Boards**

For each Work Package a WP Board is set-up. It is composed by the Work Package Leader and the task leaders. The WP Board ensures that the project is progressing according to the agreed specifications, milestones and planning. The WP Board is also responsible to report the work progress, any WP deliverables and eventual modifications of the WP work plan to the Programme Management Office.

### **3.4.5 External advisory board**

External advisory board (EAB) advises the General Assembly on strategic and implementation issues related to the EJP Work Plan and its coherence with respect to the Strategic Research Agenda and Vision.

Composition:

- Scientific and technical experts at international level
- Civil Society Representatives

The EAB will be invited to annual meeting and shall provide external advice and recommendation for the implementation of the EJP.

### **3.4.6 Coordinator**

Coordinator is the legal entity acting as the intermediary between the Parties and the European Commission.

#### 4. Contractual documents

From a contractual point of view, the EJP will be framed by two documents:

- The **Grant Agreement**: contract between EC and the Consortium defining the basic conditions for the financing (Parties and their obligations, Description of the actions, estimated budget, First Annual Work Plan, etc.)
- The **Consortium Agreement**: Contract between the Beneficiaries and signed by each one of them, it refers to Consortium management structures and financial distribution but also to confidentiality, liability and Intellectual Property Rights.

Within WP5 analyses of the H2020 EJP Cofund Grant Agreement model<sup>3</sup> and of the DESCA Consortium Agreement model<sup>4</sup> have been carried out and are provided in **Appendix 3** and **Appendix 4**.

These analyses are not up-to-date anymore since it has been carried out on the basis of the first scheme discussed within JOPRAD. But many outputs are still relevant and will be useful when it will be time for the future Beneficiaries to establish the Consortium Agreement and to comply with the Grant Agreement features.

#### 5. Conclusion

The JOPRAD Deliverable 5.2 describes the basis for the Governance and implementation mechanisms that have been developed within JOPRAD and that are considered as the necessary founding basis, developed up to an advanced status of readiness for use for the Mandated Actors, for the implementation and functioning of a European Joint research Programme in radioactive waste management and disposal, as presented at the JOPRAD Final Workshop held on 16 November 2017 in Prague

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<sup>3</sup> H2020 Programme - Multi-Beneficiary Model Grant Agreement - European Joint Programme (EJP) Cofund - (H2020 EJP Cofund — Multi) – Version 3.0 - 20 July 2016

<sup>4</sup> DESCA - Horizon 2020 Model Consortium Agreement (www.DESCA-2020.eu) Version 1.2, March 2016 <http://www.desca-2020.eu/>

## Appendix 1

### First scheme discussed within JOPRAD

A first scheme has been discussed within JOPRAD, including a proposal by Civil Society organisations for the CS involvement in the future EJP governance.

As explained above, the governance scheme presented in this report is based on the JOPRAD proposal for an EJP that define four main categories of activities:

- Technical Activities are equivalent to technical research projects developed in Horizon2020 but the current projects do not include horizontal and networking activities associated to the technical ones.
- Horizontal Activities covers the deployment of an Integrated Knowledge Management System (IKMS) covering activities such as Education, Training, Strategic Studies, Guidance, Transfer of Knowledge and Dissemination.
- Networking Activities cover strategic and programmatic activities of permanent or ad hoc- groups (think tanks) gathering the same categories of participants in the EJP (respectively TSOs, WMOs, REs, Civil Society, representatives of Less Advanced RWM Programmes).
- Management and organisational activities, and the coordination and secretariat of the EJP.

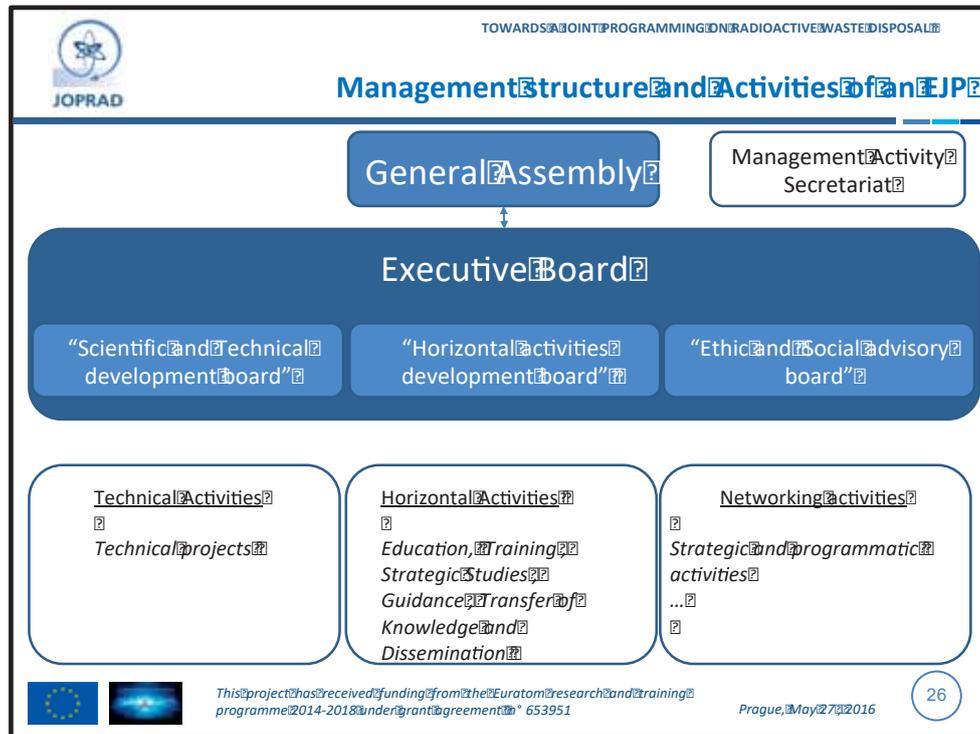


Figure 1: Management Structure for EJP, Mid-Term Workshop of JOPRAD

In this scheme, the following governing bodies were suggested:

- A General Assembly (GA)
  - composed of the beneficiaries of the EJP
  - approves the Annual Work Plan and the evolution of the EJP, including the entry of new EJP participants.
  - elects the Chair of the Executive Board
- An Executive Board (EB)
  - composed of the Chair, chairs and members of the three (technical, horizontal & Ethics and social advisory) sub-boards, representatives of JRC, and the coordinator of the EJP.

- manages, organises and evaluates the activities, selects new participants, manages the relations with other technical platforms and forums (SNETP, NEA, etc.) and proposes the activities to be included in the Annual Work Plan, to the General Assembly.
- subdivided in three boards:
  - The Technical board
    - composed of WMOs, TSOs and REs (as “Mandated actors” involved in the technical activities), of some members of « Ethics and Social advisory board » (as observers) and of the coordinator of the EJP.
    - elects its chair and its representatives at the EB, evaluate the technical activities, prepares the assessment (Scientific and technical aspects) report of the activities to the EB, evaluates the request for amendment of Activities to be submitted to the EB, proposes new participants, prepares its contribution to the Annual work plan, proposes evolution towards new activities and following programmes.
  - The Horizontal board
    - composed of “mandated actors” involved in horizontal activities, some members of « Ethics and Social advisory board » as observers, representatives of JRC, potentially representatives of ENEN and the coordinator of the EJP.
    - same roles for the horizontal activities as the Technical Board for the technical ones.
  - The Ethic and Social Advisory (ESA) board,
    - composed of:
      - the coordinator of the EJP,
      - the coordinator of the Civil Society network (conducting “Strategic and programmatic activities of Civil Society actors” as Secretariat of the board),
      - interested “Mandated actors” (WMOs, TSOs and REs),
      - Civil Society organisations.
    - the chair of the ESA board will be a member of the EB.
    - the ESA board:
      - elects its chair and its representatives at the EB,
      - evaluates the on-going activities by preparing the assessment report (position of the Civil Society) of the activities to be presented to the EB, prepares the contribution to the Annual work plan, and proposes evolution of governance for the on-going and following EJP.
- A Secretariat
  - coordinates the EJP and manages the secretariat activities.
  - ensures day-to day administrative, financial and legal management.
  - is represented in the three sub-boards of the EB.
  - organises the GA and EB meetings.
  - ensures internal and external communication.

## Appendix 2

### Proposal for CS involvement in the EJP governance (Deliverable 3.7)

Taking into account the preference of JOPRAD for an EJP framework, Task 3.5 has elaborated and discussed with the JOPRAD participants the following provisions for setting the conditions of a meaningful and fair participation of CS into the foreseen EJP. Those provisions have been presented, as a part of the JOPRAD framework for the JP, during the Mid-Term Workshop of JOPRAD, held in Prague on 7-8 September 2016.

A draft proposal was first discussed with the CS group during the third 3.5 meeting on 29<sup>th</sup> June in Budapest and updated after the Mid-Term Workshop. The comments of the CSOs and the evolution of the JOPRAD proposal led to the elaboration by task 3.5 of a second proposal of governance that is presented below in Figure 2.

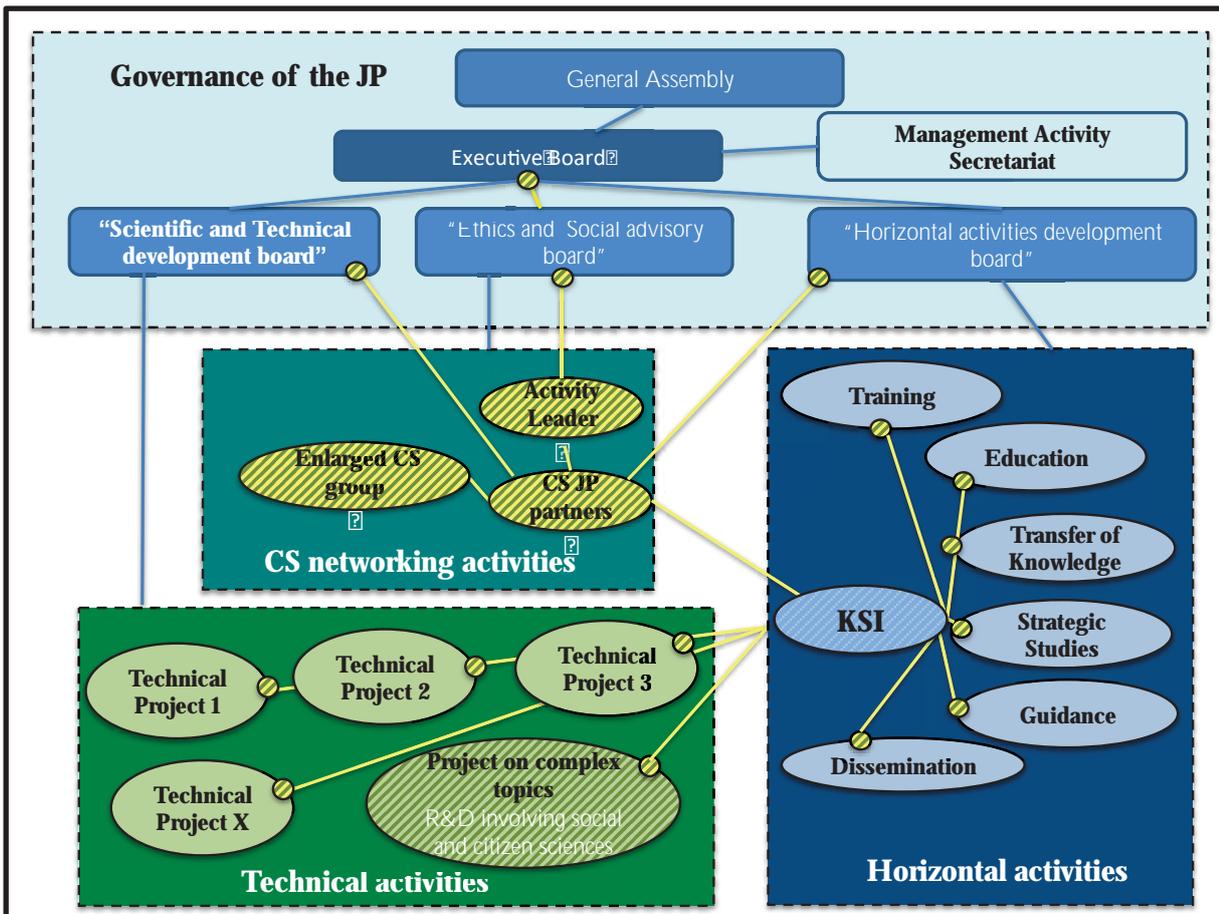


Figure 2: modalities of participation and involvement of CS in an EJP

### Two categories of CS representatives

In order to create the conditions for a meaningful participation, it is proposed to articulate the engagement of European CSOs with the participation, as partners in the EJP, of knowledgeable non-institutional experts (small expertise groups and research organisations) that have links with the Civil Society.

Two categories of CS participants are foreseen in this perspective:

- A wide group of European CSO representatives, participating on a regular basis to network activities as well as to citizen sciences processes on the complex/multidisciplinary projects, where necessary. The participants of this group are not beneficiaries of the EJP, but their expenses are covered by the networking activities.

- A small group of knowledgeable CS experts (with a technical background, or social sciences and citizen’s sciences, beneficiaries of the EJP as linked third parties to a European association involved in the JP consortium (presumably the SITEX Association).

This principle of this “double-level” CS engagement have been tested in the SITEX II and JOPRAD projects and has proved to be very effective for enabling informed and fair interactions with Civil Society.

### **The main potential contributions of CS representatives**

Regarding the specific role of CSOs, the task 3.5 governance proposal is based on the identification of three main functions for Civil Society representatives that could be involved in the EJP:

A contribution to governance of the Joint Programming that will involve CS partners beneficiaries of the JP and a wider CSOs group following the CS networking activities. The contribution of CS is represented in Figure 7 by the yellow circles included in the top blue box gathering the governance activities.

A function of Knowledge Sharing and Interpretation in the technical research that involves interactions between the small groups of CS experts with the wide group of CSOs representatives. The KSI function in Figure 7 involves interactions between the technical and horizontal activities as well as with CS networking activities.

A citizen science contribution to “complex” (multidisciplinary) projects that will involve social scientists, CS experts (small group) and the wide group of European CSO representatives.

Linked with the above scheme, the following expectations have been identified in order to support a meaningful participation of the Civil Society.

### **Regarding the governance of the EJP**

CS has access to the three types of activities of the JP: Technical, Horizontal and Networking.

CS is represented in the Executive board and the three sub-executive boards, namely the Scientific and Technical Development Board, the Horizontal Activities Development boards and the Ethical and Advisory board.

### **Regarding the Ethical and advisory board**

A CS Expert beneficiary could chair the Ethical and Advisory board.

### **Regarding the funding**

Work and expenses of CS Experts beneficiaries involved into JP activities as linked third parties in the consortium, meeting (travel and subsistence) costs of the CS participants (wider group) to the EJP activities should be reimbursed under a 100% scheme.

## Appendix 3

### Analysis of the specific features of the Grant Agreement for an EJP

The Reference document for the Grant Agreement: “H2020 Programme - Multi-Beneficiary Model Grant Agreement - European Joint Programme (EJP) Cofund - (H2020 EJP Cofund — Multi) - Version 3.0 - 20 July 2016” and can be found at the following link:

[http://ec.europa.eu/research/participants/data/ref/h2020/mga/pcp\\_ppi/h2020-mga-ejp-cofund-multi\\_en.pdf](http://ec.europa.eu/research/participants/data/ref/h2020/mga/pcp_ppi/h2020-mga-ejp-cofund-multi_en.pdf)

#### Background

The Grant Agreement for an EJP is in large part inspired by the standard Grant Agreement. Thus, potential beneficiaries could find a similar legal framework to FP7 and H2020 projects.

However, H2020 Model Grant Agreement specific to EJP Cofund deviates from the General Model Grant Agreement as follows:

- Article 3 (duration of the action: 60 months)
- Article 5.2 (EJP Cofund specific reimbursement rate)
- Article 16 (provision on access to research infrastructures not applicable)
- Article 19 (EJP Cofund specific deliverables)
- Article 20.2, 20.2a. 20.3 (EJP Cofund specific reporting provisions)
- Article 21.1, 21.2, 21.5 (EJP Cofund specific payment provisions)

And:

- Annex 7 Annual work plan for the next year
- Annex 8 Model for the statement on the use of the previous pre-financing payment

The first part of this analysis aims to comment the articles that are specific to EJP Cofund (Articles 3, 5.2, 16, 19, 20.2, 20.2a. 20.3, 21.1, 21.2 and 21.5).

The second part of this analysis aims to comment generic articles that could have an influence on the governing scheme of the EJP.

1. Comments on the articles that are specific to EJP Cofund (Articles 3, 5.2, 16, 19, 20.2, 20.2a, 20.3, 21.1, 21.2 and 21.5).

**ARTICLE 3 — DURATION AND STARTING DATE OF THE ACTION**

Text	Comments
<p>ARTICLE 3 — DURATION AND STARTING DATE OF THE ACTION</p> <p>The duration of the action will be <b>60 months</b> as of [OPTION 1 by default: the first day of the month following the date the Agreement enters into force (see Article 58)] [OPTION 2 if needed for the action: [insert date]]<sup>7</sup> ('starting date of the action').</p>	<p>It will remain possible to extend the duration of the EJP through amendments</p>

**Article 5.2 (EJP Cofund specific reimbursement rate)**

Text	Comments
<p><b>Article 5.2 (EJP Cofund specific reimbursement rate)</b></p> <p><b>5.2 Form of grant, reimbursement rates and forms of costs</b></p> <p>The grant reimburses [...] % of the action's eligible costs (see Article 6) ('reimbursement of eligible costs grant') (see Annex 2).</p> <p>[This must be the percentage (which can reach a maximum of up to 70%) foreseen in the work programme]</p> <p>The estimated eligible costs of the action are EUR [insert amount (insert amount in words)].</p> <p>Eligible costs (see Article 6) must be declared under the following forms ('forms of costs'):</p> <p>(a) for direct personnel costs [(excluding direct personnel costs covered by the unit cost under Point (f))]<sup>9</sup>:</p> <p>- as actually incurred costs ('actual costs') or</p>	<p><b>Reimbursement rate</b></p> <p>The reimbursement rate will be indicated in the GA; in any case it would not exceed 70% of the total eligible cost of the Action.</p> <p>This implies that some rules should be agreed upon between partners in the Consortium Agreement to ensure at the same time</p> <ul style="list-style-type: none"> <li>- A fair share of revenues between participants,</li> <li>- The possibilities of specific actions to be funded at a higher rate.</li> </ul> <p><b>Declaration of costs</b></p> <p>These rules are those applied for CSA/RIA.</p> <p>If the Consortium wants to apply its own rules, these rules should be implemented in the Consortium Agreement. The points to be looked at are:</p> <ul style="list-style-type: none"> <li>- The relative importance in terms of budget between the four activities (Technical, horizontal, Networking and Management)</li> </ul>

<p>- on the basis of an amount per unit calculated by the beneficiary in accordance with its usual cost accounting practices ('unit costs').<sup>[9]</sup> To be used only if option in Point (f) is used.]</p> <p>Personnel costs for SME owners or beneficiaries that are natural persons not receiving a salary (see Article 6.2, Points A.4 and A.5) must be declared on the basis of the amount per unit set out in Annex 2a (unit costs);</p> <p>(b) for direct costs of subcontracting [(excluding subcontracting costs covered by the unit cost under Point (f))]<sup>10</sup>: as actually incurred costs (actual costs); <sup>[10]</sup> To be used only if option in Point (f) is used. ]</p> <p>(c) for direct costs of providing financial support to third parties [(excluding costs of financial support covered by the unit cost under Point (f))]<sup>11</sup>: [OPTION 1 to be used if Article 15 applies: as actually incurred costs (actual costs);][OPTION 2 not applicable;]</p> <p>(d) for other direct costs [(excluding other direct costs covered by the unit cost under Point (f))]<sup>12</sup>: as actually incurred costs (actual costs);</p> <p>(e) for indirect costs [(excluding indirect costs covered by the unit cost under Point (f))]<sup>13</sup>: on the basis of a flat-rate applied as set out in Article 6.2, Point E ('flat-rate costs');</p> <p>(f) [OPTION 1 for specific unit costs (if unit cost foreseen by Commission decision and applicable to the grant): for [insert name of specific cost category(ies)]<sup>14</sup>: on the basis of the amount(s) per unit set out in Annex 2a<sup>15</sup> (unit costs).]</p> <p>[OPTION 2: specific cost category(ies): not applicable.]</p>	<p>It is foreseen that the management cost should be kept at around 5-10% of the budget. Given the amount of reporting imposed by EC there is a critical mass of budget for the Whole EJP. For the networking activity it should be kept in budget at a small percentage (less than 3-5%) because the principal aim of the JP is to carry out research projects. On the other hand this ratio should allow the financing of a support to Civil Society representative involvement and the support of less advanced programmes (with low financing) to get the information. The horizontal activities would not represent the major part but could represent 15-20 % of the budget considering that all the countries would be interested in participating to the Knowledge base or training activities or strategic studies. As a consequence the technical activities could represent (65-80%) of the allocated budget which will reflect the fundamental nature of research activities of the EJP.</p> <ul style="list-style-type: none"> <li>- The strategic funding ratio of each of them. This will lead to the actual funding ratio of the activities.</li> </ul> <p>The management costs should be funded at 100%. However, it seems fair to provide a financial support for organisation of meetings in a reasonable number (2-3/year), the travel and subsistence of participants from less advanced programmes. It could be added a limited budget for Civil Society expertise. The Horizontal activities should be also funded at a higher rate than the Maximum.</p> <ul style="list-style-type: none"> <li>- The initial funding stream</li> </ul> <p>The budget that is already allocated in the proposal, including the splitting of costs for each of the beneficiaries and linked third parties, and the budget not allocated to a specific activity that can be put in reserve for additional tasks should be considered. It should be noted that there is a possibility of requesting, for a defined activity, various levels of reimbursement if the participants of the activities agree so.</p> <p>This point should be addressed during the preparatory phase of the EJP proposal</p> <ul style="list-style-type: none"> <li>- The funding ratio of the activities after the initial proposal phase</li> </ul> <p>This point should be addressed during the preparatory phase of the EJP proposal</p>
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**ARTICLE 19 — SUBMISSION OF DELIVERABLES**

Text	Comments
<p>ARTICLE 19 — SUBMISSION OF DELIVERABLES</p> <p>19.1 Obligation to submit deliverables</p> <p>The coordinator must submit:</p> <ul style="list-style-type: none"> <li>- 90 days before the end of each reporting period:</li> <li>(a) the ‘<b>annual work plan for the next year</b>’ (see Annex 7), for approval by the <i>[Commission][Agency]</i> and</li> <li>(b) a <b>summary progress report</b> on the activities carried out during the on-going reporting period.</li> </ul> <p>This report must show how the activities proposed in the annual work plan for the next year ensure continuity with the work already carried out.</p> <p>If the <i>[Commission][Agency]</i> considers that the annual work plan for the next year does not comply with Annex 1, the coordinator must submit a revised version within 30 days from receiving formal notification.</p> <p>If the <i>[Commission][Agency]</i> considers that the revised annual work plan for the next year still does not comply with Annex 1, it may terminate the Agreement (see Article 50.3).</p> <ul style="list-style-type: none"> <li>- the other ‘<b>deliverables</b>’ identified in Annex 1, in accordance with the timing and conditions set out in it.</li> </ul> <p>19.2 Consequences of non-compliance</p> <p>If the coordinator breaches any of its obligations under this Article, the <i>[Commission][Agency]</i> may apply any of the measures described in Chapter 6.</p>	<p>The annual work plan is an important document that will impose strict rules of procedure for decision making process within the Beneficiaries of the project. It will also mobilize significant effort from the partners and in particular the management team. The annual work plan will be established by the coordinator of the EJP with input provided by each of the Activity leader. If it is a newly design activity, input is provided by the leader nominated by the General Assembly.</p> <p>The progress report will be built with the contribution of the activity leaders in compliance with EC requirements.</p> <p>The Consortium Agreement should contain a precise procedure for approval of the EC requested documents and a description of the management of Activities.</p>

Text	Comments
<p><b>20.2 Reporting periods</b></p> <p>The action is divided into the following ‘<b>reporting periods</b>’: RP1: from month 1 to month 12 ; - RP2: from month 13 to month 24 ; RP3: from month 25 to month 36 ; RP4: from month 37 to month 48 ; RP5: from month 49 to month 60 ;</p> <p>20.2a Request for a second pre-financing payment</p> <p><b>[OPTION 1 in case of two pre-financing payments:</b> The coordinator must submit — within 30 days following the end of the first reporting period — a <b>request for a second pre-financing payment</b>.</p> <p>The request must be included in a ‘statement on the use of the previous pre-financing payment’ (see Annex 8).]</p> <p>[OPTION 2: Not applicable]</p> <p><b>20.3 Periodic reports — Requests for interim payments</b></p> <p>The coordinator must submit a periodic report within 60 days following the end of each reporting period.</p> <p>The <b>periodic report</b> must include the following:</p> <p>(a) a ‘periodic technical report’ containing:</p> <p>(i) an explanation of the work carried out by the beneficiaries;</p> <p>(ii) an <b>overview of the progress</b> towards the objectives of the action, including milestones and deliverables identified in Annex 1 and the annual work plan for the year (see Annex 7).</p> <p>This report must include explanations justifying the differences between work expected to be carried out in accordance with Annex 1 and the annual work plan for the year (see Annex 7) and that actually carried out.</p> <p>The report must detail the exploitation and dissemination of the results and — if required in Annex 1 — an updated ‘<b>plan for the exploitation and dissemination of the results</b>’;</p> <p>The report must indicate the communication activities[././:] Grant Agreement number: [insert number] [insert acronym] [insert call identifier]</p>	<p>No change considering the RIA/CSA current scheme. The difference with the current situation is that the report is produced on a yearly basis.</p>

<p>(iii) a <b>summary</b> for publication by the [Commission][Agency];</p> <p>(iv) the answers to the ‘<b>questionnaire</b>’, covering issues related to the action implementation and the economic and societal impact, notably in the context of the Horizon 2020 key performance indicators and the Horizon 2020 monitoring requirements;</p> <p>(b) a ‘periodic financial report’ containing:</p> <p>(i) an ‘<b>individual financial statement</b>’ (see Annex 4) from each beneficiary <i>[and from each linked third party]</i>, for the reporting period concerned.</p> <p>The individual financial statement must detail the eligible costs (actual costs, unit costs and flat-rate costs; see Article 6) for each budget category (see Annex 2).</p> <p>The beneficiaries <i>[and linked third parties]</i> must declare all eligible costs, even if — for actual costs, unit costs and flat-rate costs — they exceed the amounts indicated in the estimated budget (see Annex 2). Amounts which are not declared in the individual financial statement will not be taken into account by the [Commission][Agency].</p> <p>If an individual financial statement is not submitted for a reporting period, it may be included in the periodic financial report for the next reporting period.</p> <p>The individual financial statements of the last reporting period must also detail the <b>receipts of the action</b> (see Article 5.3.3).</p> <p>Each beneficiary <i>[and each linked third party]</i> must <b>certify</b> that:</p> <ul style="list-style-type: none"> <li>- the information provided is full, reliable and true;</li> <li>- the costs declared are eligible (see Article 6);</li> <li>- the costs can be substantiated by adequate records and supporting documentation (see Article 18) that will be produced upon request (see Article 17) or in the context of checks, reviews, audits and investigations (see Article 22), and</li> <li>- for the last reporting period: that all the receipts have been declared (see Article 5.3.3);</li> </ul> <p>(ii) an <b>explanation of the use of resources</b> and the information on subcontracting (see Article 13) and in-kind contributions provided by third parties (see Articles 11 and 12) from each beneficiary <i>[and from each linked third party]</i>, for the reporting period concerned;</p> <p>(iii) <b>[OPTION 1 if the JRC is a beneficiary: information on the amount of each interim payment and payment of the balance to be paid by the [Commission][Agency] to the Joint Research Centre (JRC);]</b><b>[OPTION 2: not applicable;]</b></p> <p>(iv) a ‘<b>periodic summary financial statement</b>’, created automatically by the electronic exchange system,</p>	
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consolidating the individual financial statements for the reporting period concerned and including — except for the last reporting period — the <b>request for interim payment</b> .	
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**Article 21.1, 21.2, 21.5 (EJP Cofund specific payment provisions)**

Text	Comments
<p><b>Article 21.1, 21.2, 21.5 (EJP Cofund specific payment provisions)</b></p> <p><b>21.1 Payments to be made</b></p> <p>The following payments will be made to the coordinator:</p> <ul style="list-style-type: none"> <li>- a [first] <b>pre-financing payment</b>;</li> <li>- [a <b>second pre-financing payment</b>, on the basis of the request for a second pre-financing payment (see Article 20);]</li> <li>- one or more <b>interim payments</b>, on the basis of the request(s) for interim payment (see Article 20), and</li> <li>- one <b>payment of the balance</b>, on the basis of the request for payment of the balance (see Article 20).</li> </ul> <p><b>21.2 Pre-financing payment — Amount — Amount retained for the Guarantee Fund</b></p> <p>The aim of the pre-financing is to provide the beneficiaries with a float.</p> <p>It remains the property of the EU until the payment of the balance.</p> <p>The [Commission][Agency] will — within 30 days, either from the entry into force of the Agreement (see Article 58) or from 10 days before the starting date of the action (see Article 3), whichever is the latest — make a [first] pre-financing payment to the coordinator of EUR [insert amount (insert amount in words)], except if Article 48 applies.</p> <p>From this amount, an amount of EUR [insert amount (insert amount in words)], corresponding to [OPTION 1 in case of a single pre-financing payment: 5%][OPTION 2 in case of two pre-financing payments: 2,5%] of the maximum grant amount (see Article 5.1), is retained by the Commission and transferred into the ‘Guarantee Fund’.</p> <p>[OPTION in case of a second pre-financing payment: The [Commission][Agency] will — within 30 days from the</p>	<p>No change considering the RIA/CSA current scheme. The difference with the current situation is that, considering the large amount of funding, there will be two prefinancing rounds instead of one.</p> <p>This point should be confirmed during the preparatory phase of the EJP proposal</p>

request for a second pre-financing payment (see Article 20.2a) — make a second pre-financing payment to the coordinator of EUR [insert amount (insert amount in words)], except if Article 48 applies.

From this amount, an amount of EUR [insert amount (insert amount in words)], corresponding to 2.5% of the maximum grant amount (see Article 5.1), will be retained by the [Commission][Agency] and transferred into the Guarantee Fund.

If the statement on the use of the previous pre-financing payment shows that less than 70 % of the previous payment has been used to cover the costs of the action, the amount of the new pre-financing to be paid will be reduced by the difference between the 70 % threshold and the amount used. ]

[OPTION if the JRC is a beneficiary: The parts of the pre-financing payments related to the Joint Research Centre (JRC) ([insert amounts (insert amounts in words)])

## **1. Comments on the generic articles that could have an influence on the governing scheme of the EJP.**

### **Content of ARTICLE 7 — GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE ACTION**

No change.

### **Content of ARTICLE 8 — RESOURCES TO IMPLEMENT THE ACTION — THIRD PARTIES INVOLVED IN THE ACTION**

Article 8 describes the possibilities of resources to implement actions:

- purchase goods, works and services (see Article 10);
- use in-kind contributions provided by third parties against payment (see Article 11);
- use in-kind contributions provided by third parties free of charge (see Article 12);
- call upon subcontractors to implement action tasks described in Annex 1 (see Article 13);
- call upon linked third parties to implement action tasks described in Annex 1 (see Article 14).

### **Content of ARTICLE 10 — PURCHASE OF GOODS, WORKS OR SERVICES**

#### 10.1 Rules for purchasing goods, works or services

10.1.1 If necessary to implement the action, the beneficiaries may purchase goods, works or services.

The beneficiaries must make such purchases ensuring the best value for money or, if appropriate, the lowest price. In doing so, they must avoid any conflict of interests (see Article 35).

**[OPTION:** In addition, if the value of the purchase exceeds EUR [...], the beneficiaries must comply with the following rules: [...].<sup>23</sup>

<sup>23</sup> If the authorising officer decides to set specific rules, they should have due regard for the principle of proportionality, taking into account the value of the contracts and the relative size of the EU contribution in relation to the total cost of the action and the risk. Specific rules must be based on the rules contained in the Financial Regulation No 966/2012. Simply citing the FR without specifying the applicable provisions should be avoided. Specific rules may only be set for the award of contracts of a value higher than EUR 60 000. The authorising officer may set a threshold higher than EUR 60 000 on the basis of a risk assessment.

The beneficiaries must ensure that [*the Agency,*] the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 22 and 23 also towards their contractors.

10.1.2 Beneficiaries that are ‘contracting authorities’ within the meaning of Directive 2004/18/EC<sup>24</sup> (or 2014/24/EC<sup>25</sup>) or ‘contracting entities’ within the meaning of Directive 2004/17/EC<sup>26</sup> (or 2014/25/EC<sup>27</sup>) must comply with the applicable national law on public procurement.

### **Content of ARTICLE 11 — USE OF IN-KIND CONTRIBUTIONS PROVIDED BY THIRD PARTIES AGAINST PAYMENT**

#### 11.1 Rules for the use of in-kind contributions against payment

If necessary to implement the action, the beneficiaries may use in-kind contributions provided by third parties against payment.

The beneficiaries may declare costs related to the payment of in-kind contributions as eligible (see Article 6.1 and 6.2), up to the third parties’ costs for the seconded persons, contributed equipment, infrastructure or other assets or other contributed goods and services.

The third parties and their contributions must be set out in Annex 1. The [Commission][Agency] may however approve in-kind contributions not set out in Annex 1 without amendment (see Article 55), if:

- they are specifically justified in the periodic technical report and
- their use does not entail changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

## **Content of ARTICLE 13 — IMPLEMENTATION OF ACTION TASKS BY SUBCONTRACTORS**

### 13.1 Rules for subcontracting action tasks

13.1.1 If necessary to implement the action, the beneficiaries may award subcontracts covering the implementation of certain action tasks described in Annex 1.

Subcontracting may cover only a limited part of the action.

The beneficiaries must award the subcontracts ensuring the best value for money or, if appropriate, the lowest price. In doing so, they must avoid any conflict of interests (see Article 35).

**[OPTION:** In addition, if the value of the subcontract to be awarded exceeds EUR [...], the beneficiaries must comply with the following rules: [...].<sup>28</sup>

<sup>28</sup> If the authorising officer decides to set specific rules, they should have due regard for the principle of proportionality taking into account the value of the contracts and the relative size of the EU contributions in relation to the total cost of the action and the risk. Specific rules must be based on the rules contained in the Financial Regulation No 966/2012. Simply citing the FR without specifying the applicable provisions should be avoided. Specific rules may only be set for the award of contracts of a value higher than EUR 60 000. The authorising officer may set a threshold higher than EUR 60 000 on the basis of a risk assessment.

[OPTION for actions involving PCP or PPI: not applicable?]

## **Analysis of ARTICLE 13 — IMPLEMENTATION OF ACTION TASKS BY SUBCONTRACTORS**

Sub contractors, i.e. those who are performing technical actions on behalf of a beneficiary should be selected following EU procurement rules (competitive calls).

### **ARTICLE 55- Amendments to the agreement**

The situation where amendment is needed should be listed.

### **ARTICLE 56- Accession to the Agreement**

The addition of new beneficiaries will occur in an EJP due to the evolving nature of the programme. This situation should be prepared in the CA.

## Appendix 4

### Specific features of the Consortium Agreement

Within WP5, and based, an analysis of the Consortium Agreement DESCA Model has been carried out. Each section of the DESCA Model is described and commented, based on the first scheme discussed within JOPRAD.

The reference Document for the consortium Agreement is “DESCA - Horizon 2020 Model Consortium Agreement (www.DESCA-2020.eu) Version 1.2, March 2016. And can be found at the following link: <http://www.desca-2020.eu/>

This analysis aims to present the sections of this Model Consortium Agreement, assess their relevance for the foreseen EJP and propose some governing rules.

#### Section 1 Definitions

In this section there are two options: recall only limited number of definition or make reference to the document (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)”.

However there are some specific words to the EJP that may require definition such as:

- Annual work plan for the next year
- Activity
- Summary progress report
- ...

#### Section 2 to 5.

On first approach these sections will be relevant to the foreseen EJP.

#### Section 6. Governance

This section is instrumental for the daily running of the Project.

The Module GOV LP seems to be the best option considering the potential large number of potential Beneficiaries and linked third parties.

However, this point should be confirmed during the preparatory phase of the EJP proposal.

##### 6.1. General structure

The organisational structure of the Consortium shall comprise the following Consortium Bodies:

- General Assembly as the ultimate decision-making body of the consortium
- Executive Board as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly
- The Coordinator is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

[Option: The Management Support Team assists the Executive Board and the Coordinator]

Depending of the content of the management Work package a Management support team could be envisioned.

This point should be addressed during the preparatory phase of the EJP proposal.

### **Comment on 6.1**

It is proposed to keep this paragraph as it is in the DESCA. A need to hire a specific company for the management i.e. “Go between Administrative Operator ».

### **Section 6.2. General operational procedures for all Consortium Bodies**

It is proposed to stick with the text developed in the DESCA.

Some points should however be clarified:

- Representation to the meeting

The DESCA text could be amended with a possibility in case of no-show to vote through mail before the meetings.

- Composition of the General Assembly and the Executive Board

The General Assembly will gather all the mandated actors which are “beneficiaries”. The Chair will be elected according to voting rules. The coordinator of the EJP may act as Chair for the first meeting.

Two main options are possible: either allow only one mandated actor per country [case1] (Eurofusion case) or allow more than one participating organisation per country - maximum 3 [case 2] (i.e. one per category of actors if it is clearly stated by the governmental mandating authority).

The composition of the Executive Board could be a balance between:

- o The large contributors ( *i.e.* the five largest contributors)
- o The medium size contributors (*i.e.* 3 representatives)
- o The small size contributors (*i.e.* 3 representatives)
- o One representative from JRC for the Horizontal activities
- o Representatives of Networking Groups “Think Tanks”(WMOs, TSOs, REs and CS)
- o The coordinator

The Chair shall be elected.

The Beneficiaries shall decide if the Chair of the GA could be as well Chair of the EB.

### **Organisation of the Executive Board**

- Preparation of the meetings

The text should be made simpler for the meetings of the Executive Board.

- Quorum, votes and decisions

Voting rights should be defined in the Consortium Agreement for each organisation.

The following developments are only intended to show how this point can be managed by the beneficiaries. It is subject to in- depth discussion during the preparation of the proposal given the breath of activities. It will also strongly depend on the status and the human and financial commitments of each beneficiary.

The voting rights should be function of the commitment in-kind and in cash as reflected by the splitting of costs per Activity/ Work package.

Two methodologies that could be applied are presented here after:

(i) consider 3 categories of contributors with 3 levels of voting rights, e.g.:

- large contributors with 5 votes
- medium size contributors with 3 votes
- small size contributors with 1 vote

This requires defining what is meant by large / medium / small.

(ii) consider a function linked with the level of contribution with a formula for example:

- Alignment on the percentage of initial contribution if one representative per Beneficiary/ Or countries Specific formula, in case of many representatives
- the proportion of votes and the voting weights of each member are regulated according to the following formula:

$$\text{Vote} = \text{rnd} \left( 10 \cdot \sqrt{\frac{NC}{NC_{\max}}} \right)$$

, where

Vote: Number of votes of an organisation

NC: Nominal contribution of the organisation

NC<sub>max</sub>: Scaling factor (maximum nominal contribution of all organisations)

rnd (x): Rounding to the next higher integer

### Section 6.3 Specific operational procedures for the Consortium Bodies

The bulk of this paragraph could be applied.

It was previously said that in the case of an EJP the Chair should be elected. Thus the coordinator will not be automatically the chair of the General Assembly or the Executive Board.

Amongst the decision of the General Assembly is the decision of funding a new task, i.e. directing the funding allocated to the coordinator to the contributors for the news tasks in agreement with the responsibilities of the coordinator described in the Grant Agreement.

The main tasks of the General Assembly shall be:

- Approve the Annual Work Plan
- Approve the evolution of the EJP, incl. the entry of a new EJP Participant

The Main tasks of the Executive Board shall be:

- Manage, organise and evaluate the activities
- Propose to the General Assembly the activities to be included in the Annual Work Plan

Thus the Executive board shall:

- Prepare and submit the Annual Work Plan to the General Assembly. It shall contain:
  - ✓ Assessment of the work and outcomes for each Activity
    - Assessment prepared by the sub-boards

- Contain technical and financial information for periodic report
- ✓ Description of the Activities including
  - Proposal for annual budget
    - annual use of resources
    - amendment for existing activity
- Select new Participants (Activities where the participants are not determined in the Work plan)
- Manage the relations with other Technology Platforms and Fora (SNETP, NEA, IAEA...)

It is proposed to present a subdivision of the Executive Board with three sub boards. This distinction will help to prepare the decisions taken at the level of the Executive Board. It shall be considered a “Technical Activities”, a “Horizontal Activities” and an “Ethic and social Advisory” Board.

The Technical and Horizontal boards will have to:

- Evaluate the activities
  - ✓ Prepare the assessment (scientific and technical aspects) report of the activities to the Executive Board
- Evaluate the request for amendment of Activities (from Activities coordinators - additional funding) to be submitted to the Executive Board
  - ✓ Propose new participants
  - ✓ Prepare its contribution to the Annual work plan
- Propose evolution towards new activities and following programmes
  - ✓ Prepare the contribution to potential future Joint Programming

The Ethic and Social Advisory board shall have to:

- Express the views of the Civil Society
  - ✓ Prepare an assessment (Position of the Civil Society) of the activities to the Executive Board
  - ✓ Prepare the contribution to the Annual Work Plan
- Propose evolution of governance for the on-going and following EJP
  - ✓ Prepare the contribution to potential future Joint Programming

These sub boards shall comprise members of the Executive boards and other partners participating to the drafting of the document.

## **Section 6.4 role of the coordinator and Sections 6.5 (management support Team)**

Given the rather small size of the EJP and the fact that no calls are foreseen, these two chapters could be merged and all the tasks could be dedicated to the Coordinator. This position should be discussed in the case there is a coordinator and a programme manager, the splitting of responsibilities could be as follow:

### 6.4 Coordinator

#### 6.4.1 Role of Coordinator

The Coordinator shall be the intermediary between the Parties and the Commission and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

#### 6.4.2 Responsibilities

6.4.2.1 In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under the Grant Agreement and the Consortium Agreement,
- keeping the address list of Parties Representative and other contact persons updated and available,

- collecting, reviewing and submitting information provided by the Programme Manager on the progress of the Programme and reports and other deliverables (including financial statements and related certification) to the Commission,
- transmitting promptly documents and information connected with the Programme,
- administering the financial contribution of the Commission and fulfilling the financial tasks described in Section 7.2,
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims,
- presenting an annual report on the distribution of payments to the General Assembly

6.4.2.2 If one or more of the Parties is late in submission of any deliverable requested by

the Commission, the Coordinator may nevertheless submit the other parties' deliverables and all other documents required by the Grant Agreement to the Commission in time. The Coordinator shall together with the Programme Manager propose for approval by the General Assembly a procedure for the preparation of periodic and final reports.

6.4.2.3 The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the Consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement.

6.4.2.4 The Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Grant Agreement.

6.4.2.5 If the Coordinator fails in its coordination tasks as specified above and in the Grant Agreement, the General Assembly may propose to the Commission to change the Coordinator.

#### 6.4.2 Coordinator Unit

The Coordinator may install a Coordinator Unit for executing the tasks described above and any additional tasks that might be assigned to him by the General Assembly with his agreement. Its budget shall be decided by the General Assembly on proposal by the Coordinator.

### 6.5 Programme Manager

#### 6.5.1 Role

The Programme Manager shall be responsible to the General Assembly for the overall top-level planning, coordination and implementation of the Consortium Work Plan and its day-to day management. The Programme Manager shall be guided by the Executive Board during the preparation of papers for decision by the General Assembly.

#### 6.5.2 Responsibilities

6.5.2.1 The Programme Manager is responsible for:

- Preparing the Consortium Work Plan, assessing the need for amending the Consortium Work plan and preparing the required amendments in close collaboration with the Parties and proposing it to the General Assembly,
- Proposing the Consortium Annual Work plan, assessing the need for amendments and preparing the required amendments to the General Assembly,
- Proposing the allocation of Work Packages among the Parties to the General Assembly,
- Monitoring the effective and efficient implementation of the Programme and reporting it to the General Assembly
- Monitoring the progress of the individual missions of the Roadmap and reporting to the General Assembly at least once a year,

-...

6.5.2.2 Assessment of scientific and technical reports

The Programme Manager shall assess and approve scientific and technical reports, on the basis on which the Coordinator will proceed to payments to Parties as defined in section 7.

6.5.2.3 The General Assembly may charge further tasks to the Programme Manager as required.

6.5.3 Programme Management Unit (PMU) (If applicable)

The Programme Manager shall be supported by a Programme Management Unit. Its size shall be decided by the General Assembly on proposal by the Programme Manager. The members of this Unit are selected under the responsibility of the Programme Manager who will seek the support of a panel as appropriate. The

Nomination of a Head of Department of the Programme Management Unit shall be confirmed by the General Assembly with simple majority.

## **6.6 (External Expert Advisory Board)**

Given the rather small size of the EJP and the fact that no calls are foreseen this board is not requested.

In case where a part of the budget shall be allocated after the start of the projects, the compliance with EU rules may request an external expert advisory board to evaluate the new activities planned and demonstrate that the proposals are in line with the Programme Document.

This point should be addressed during the preparatory phase of the EJP proposal with EC lawyers.

## **Section 7. Funding Rules**

### **Basic principles**

- The principle is that participants are those able to direct national funding and/or manage a national research programme – mandated by the government
- The funding
  - ✓ between 50 and 70% reimbursement rate of the eligible costs (To be confirmed in the publication of the EC call for a JP)
  - ✓ All the costs related to an activity incurred by a third party or a linked third party should be declared in the Grant Agreement (If not there is a risk of rejection by EC)

### **Specific rules for funding**

It is expected that the Commission will reimburse eligible costs at a single rate for the whole Consortium (between 50 and 70%)..

The consortium should decide that the Commission's reimbursement shall be distributed by the Coordinator to the Parties as amounts calculated on the basis of different funding rates for different types of expenditure and activities. These rates internal to the Consortium are set out in a specific document in appendix to the CA. They may be varied by decision of the General Assembly and shall be so varied if the cumulative total reimbursement for the duration of the Grant Agreement as calculated according to these rates is foreseen to vary from the total reimbursement which will provided by the Commission in accordance with the single rate set out in the Grant Agreement.

For instance, the rates internal to the consortium could be adapted to take into account the various situations of the research organisation and their possibility to participate. It is anticipated that all Beneficiaries/mandated actors would be in position to provide a contribution.

Four types of Activities have been defined:

- Technical Activities
  - ✓ Equivalent to technical projects (as known in Horizon2020 but without the horizontal and networking activities)
- Horizontal Activities
  - ✓ Education,
  - ✓ Training,
  - ✓ Strategic Studies,
  - ✓ Guidance,
  - ✓ Transfer of Knowledge and Dissemination
- Networking Activities: “Think Tanks” (*Permanent or ad hoc*) i.e.
  - ✓ Strategic and programmatic activities of Civil Society actors
  - ✓ Strategic and programmatic activities of implementers (“IGD-TP”) or TSOs (“SITEX”) or RE...
  - ✓ Strategic and programmatic activities to address Less Advanced programmes’ needs
  - ✓ ...
- Management Activity
  - ✓ Organisational and coordination of the EJP – Secretariat
  - ✓ Technical coordination of the networks

### **Funding Rates per Activity**

For each of these activities the rates should be discussed amongst the partners.

As a basis for discussion the funding could be:

Basic Rules to be discussed and agreed upon by beneficiaries and EC:

- For Technical Activities: Average reimbursement rate 50%
  - Same reimbursement rate for all the partners of one activity or various reimbursement rates
  - If new tasks added, the reimbursement rate apply for the new task and new partners should be decided so as to ensure a fair distribution
  - Possibility to have variable reimbursement rates per activity. To be studied and agreed upon by the participants
    - If so to be declared in the proposal
- For Horizontal Activities (rates to be negotiated amongst the partners):
  - Education: funding a PhD 100% (Personal and consumable I.E. 120 k€ for 2 years)
  - Training funded by EC at 70%
  - Strategic Studies funded at 70%
  - Guidance funded at 70%
  - Transfer of Knowledge and Dissemination: 100%
- For meetings
  - Participation to meeting: not funded
  - Support for travel and subsistence for LAPs Members and CS 100% (with limitations)
  - Reports from CS members on request of the Executive Board (incl. Annual assessment) 100%
  - Organisation of meetings 100% (with limitations)
- For management Activity
  - Funded at 100%

Specific Provisions:

- Project leader (Coordinator of an Activity): funded at 100%
- Members of the Executive Board: funded at 100%
- Only missions associated to activity/tasks are covered

- Missions and fees to participate to conferences are not funded within the Consortium unless conferences organised by the consortium

### **Budget of an Activity**

The initial budget of each Activity with the beneficiaries, the scope of the activities to be implemented, the deliverables and the budget are presented in the initial proposal for the five years of implementation.

Each year, the project leader evaluates with the participants the tasks to be implemented the following year. The document prepared by the task leader with the Coordinator shall be transmitted to the EB for preparing the decision of the General Assembly. It should be noted that the initial funding commitments should be respected.

The description of the implementation of the tasks and Activities are presented in appendix NN.

### **Section 7.2 Payment**

This section can be in first approach adopted by the consortium

#### 7.2 Payments

##### 7.2.1 Responsibility

Payments to Parties are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Community financial contributions to the Programme separated from its normal business accounts, its own assets and property.

##### 7.2.2 Distribution of payments to the parties

The distribution by the Coordinator of pre-financing, interim and final payments to Parties, will be handled according to the following:

###### 7.2.2.1 Distribution of Pre-financing

The amount of the “pre-financing” payment by the Commission, received after subtraction of the amount to be paid into the obligatory Guarantee Fund as stated in Art. 21.2 of the Grant Agreement shall be distributed between the Parties without unjustified delay by the Coordinator upon receipt. The distribution shall be in proportion to the relative amounts of reimbursement to each Party foreseen in the Annual Work plan for 20XX on the basis of the internal rates set out in Attachment 8. The General Assembly may decide to withhold up to 0,5 % of the pre-financing to alleviate cash-flow problems of (smaller) parties in case of long-term secondments (duration of more than one year). Such decision needs to be taken in time before the distribution of the pre-financing.

###### 7.2.2.2 Distribution of interim payments

“Interim payments” shall be distributed between the Parties as amounts due by application of the internal rates set out in Attachment 8 to the eligible costs declared by the Parties in periodic individual financial statements accepted by the Commission, notwithstanding that those financial statements include a requested Commission contribution calculated in accordance with the single rate set out in the Grant Agreement. The

distribution of the interim payments to Parties shall be in accordance with the detailed procedures to be decided by the General Assembly and the principles set out below:

- Interim payments shall be distributed only in relation to the declared costs up to the end of the year to which the interim payment relates of deliverables or sub-deliverables which it has been agreed have been completed during the year or if so decided by the General Assembly by dates in the following year consistent with the timetable for the distribution of interim payments to all Parties.
- A party that spends less than the amount foreseen to achieve its deliverables in any year, measured by reference to the foreseen funding contribution under the Consortium's internal funding rules, will be funded in accordance with its actual duly justified eligible costs only. A Party that spends more in any year to achieve its deliverables will be funded only up to the amount of funding contribution foreseen to achieve those deliverables, unless budget flexibility provisions are agreed by the General Assembly as part of the detailed procedures for the distribution of interim payments. A first distribution shall be made by the

Coordinator without unjustified delay upon receipt of the interim payment from the Commission. This shall be in respect of those deliverables completed by the end of the year in question or if so decided by the General Assembly by a specified date in the following year consistent with the expected timing of the receipt of the interim payment from the Commission.

- A second distribution shall be made late the year following that to which the interim payment related, in respect of deliverables for which payment was not made in the first distribution but which have been completed by a specified later date.
- If the interim payment made by the Commission is more than the amount to be distributed in the first and second instalments, the Coordinator shall retain the balance, for distribution at a later date.
- If the interim payment is less than the amount to be distributed under these procedures by application of the internal rates, and there are no or insufficient balances remaining from previous interim payments, the Coordinator shall allocate the shortfall to the Parties pro-rata to the totals calculated to be due. Making up this shortfall shall be the first call on the next interim payment made by the Commission.

7.2.2.3 Payment of final balance of the Commission's contribution shall be in accordance with procedures to be decided by the General Assembly.

#### 7.2.3 Withholding of payments

In case that a Party does not provide the Coordinator and/or the Programme Manager with information, Deliverables and other requested documentation or provides them late or non-compliant, such Parties shall not receive its contribution, until it remedies such non delivery.

The Coordinator is entitled to recover advanced payments already paid to a Defaulting Party. The Coordinator is entitled to withhold payments to a Party only when this is suggested by or agreed with the Commission.

#### 7.3.2.

Option to be selected

#### 7.4 Consortium Fund

The Parties agree that under procedures and in situations to be decided by the General Assembly the Coordinator shall make payments from the Grant funding received to reimburse certain costs not eligible for reimbursement by the Commission.

### **Section 8: Results**

#### **8.2 Ownership of results**

[Option 1:]

Unless otherwise agreed:

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

(a) at least 45 calendar days advance notice; and

(b) Fair and Reasonable condition

'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.

### **Transfer of Results**

See simplification of DESCA "Skip Prior notice... and Objection..." otherwise DESCA is OK

### **Section 9: Access Rights**

DESCA might be applicable:

### **Section 10: Non-disclosure information**

### **Section 11: Miscellaneous**

See choice of option

The option 11.8 "Mediation" is proposed. In case it is not solved, court of Brussels. ICC could also be acceptable.

### **Standard attachments**

[Attachment 1: Background included]

[Attachment 1a: List of Third Parties providing in-kind contributions with special Access Rights as stated in 9.6.2]

[Attachment 2: Accession document]

[Attachment 4: List of Affiliated Entities]

### **Additional attachments**

[Attachment 4: Organisation Chart]

[Attachment 4: Implementation]

Consortium Work plan, Consortium Annual Work plan

Terms of reference of the General Assembly

Terms of reference of the Executive Board

[Attachment 4: Funding rules]

Specific provision for type of costs?