



MSCA-RISE-2014: Marie Skłodowska-Curie Research and Innovation Staff Exchange (RISE)

Grant agreement for: Marie Skłodowska-Curie Research and Innovation Staff Exchange (RISE)

Grant Agreement

Action acronym: MAPS-LED

Action full title: "Multidisciplinary Approach to Plan Smart Specialisation Strategies for Local Economic Development"

Grant agreement no: 645651



EUROPEAN COMMISSION

Research Executive Agency (REA)

Marie Skłodowska-Curie Research and Innovation Staff Exchanges

GRANT AGREEMENT

NUMBER — 645651 — MAPS-LED

This **Agreement** ('the Agreement') is **between** the following parties:

on the one part,

the **Unknown Agency** ('the Agency'), under the power delegated by the European Commission ('the Commission'),

represented for the purposes of signature of this Agreement by HEAD of UNIT, Research Executive Agency (REA) Marie Skłodowska-Curie Research and Innovation Staff Exchanges, Fredrik OLSSON HECTOR,

and

on the other part,

1. 'the coordinator':

UNIVERSITA DEGLI STUDI MEDITERRANEA DI REGGIO CALABRIA (PAU), CF80006510806, established in VIA SALITA MELISSARI FEO DI VITO, REGGIO CALABRIA 89124, Italy, IT00163260805, represented for the purposes of signing the Agreement by PAU Department Director, Simonetta VALTIERI

and the following other beneficiaries, if they sign their 'Accession Form' (see Annex 3 and Article 56):

2. **UNIVERSITA DEGLI STUDI DI ROMA LA SAPIENZA (FOCUS)**, 80209930587, established in Piazzale Aldo Moro 5, ROMA 00185, Italy, IT02133771002,

3. **AALTO-KORKEAKOULUSAATIO (AALTO)** FI1, 22283574, established in OTAKAARI 1, ESPOO 02150, Finland, FI22283574,

4. **THE UNIVERSITY OF SALFORD (SOBE)**, RC000666, established in THE CRESCENT 43, SALFORD M5 4WT, United Kingdom, GB712463556,

Unless otherwise specified, references to 'beneficiary' or 'beneficiaries' include the coordinator.

The parties referred to above have agreed to enter into the Agreement under the terms and conditions below.

By signing the Agreement or the Accession Form, the beneficiaries accept the grant and agree to implement the action under their own responsibility and in accordance with the Agreement, with all the obligations and conditions it sets out.

The Agreement is composed of:

Terms and Conditions

Annex 1	Description of the action
Annex 2	Estimated budget for the action
Annex 3	Accession Form
Annex 4	Model for the financial statements
Annex 5	Not Applicable
Annex 6	Not Applicable

TERMS AND CONDITIONS

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CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Agreement sets out the rights and obligations and the terms and conditions applicable to the grant awarded to the beneficiaries for implementing the action set out in Chapter 2.

CHAPTER 2 ACTION

ARTICLE 2 — ACTION TO BE IMPLEMENTED

The grant is awarded for the action entitled '*Multidisciplinary Approach to Plan Smart Specialisation Strategies for Local Economic Development — MAPS-LED*' ('**action**'), as described in Annex 1.

ARTICLE 3 — DURATION AND STARTING DATE OF THE ACTION

The duration of the action will be **48 months** as of *01/04/2015* ('**starting date of the action**').

ARTICLE 4 — ESTIMATED BUDGET AND BUDGET TRANSFERS

4.1 Estimated budget

The '**estimated budget**' for the action is set out in Annex 2.

It contains the estimated eligible costs and the forms of costs, broken down by beneficiary and budget category (see Articles 5, 6).

4.2 Budget transfers

The estimated budget breakdown indicated in Annex 2 may be adjusted by transfers of amounts between the beneficiaries. This does not require an amendment according to Article 55, if the action is implemented as described in Annex 1.

CHAPTER 3 GRANT

ARTICLE 5 — GRANT AMOUNT, FORM OF GRANT, REIMBURSEMENT RATES AND FORMS OF COSTS

5.1 Maximum grant amount

The '**maximum grant amount**' is **EUR 1,512,000.00** (one million five hundred and twelve thousand EURO).

5.2 Form of grant, reimbursement rate and form of costs

The grant reimburses **100 %** of the action's eligible costs (see Article 6) ('**reimbursement of eligible costs grant**') (see Annex 2).

The estimated eligible costs of the action are EUR **1,512,000.00** (one million five hundred and twelve thousand EURO).

Eligible costs (see Article 6) must be declared under the following forms ('**forms of costs**')

- (a) for **costs of seconded staff members**: on the basis of the amount(s) per unit set out in Annex 2 ('**unit costs**') and
- (b) for **institutional costs (research, training and networking costs, management and indirect costs)**: on the basis of the amount per unit set out in Annex 2 (**unit costs**).

5.3 Final grant amount — Calculation

The final grant amount depends on the actual extent to which the action is implemented in accordance with the Agreement's terms and conditions.

This **amount** is calculated by the Agency — when the payment of the balance is made (see Article 21.4) — in the following steps:

- Step 1 – Application of the reimbursement rate
- Step 2 – Limit to the maximum grant amount
- Step 3 – Reduction due to improper implementation or breach of other obligations

5.3.1 Step 1 — Application of the reimbursement rate

The reimbursement rate (see Article 5.2) is applied to eligible costs (unit costs; see Article 6) declared by the beneficiaries and approved by the Agency (see Article 21).

5.3.2 Step 2 — Limit to the maximum grant amount

If the amount obtained following Step 1 is higher than the maximum grant amount set out in Article 5.1, it will be limited to the latter.

5.3.3 Step 3 — Reduction due to improper implementation or breach of other obligations — Reduced grant amount — Calculation

If the grant is reduced (see Article 43), the Agency will calculate the reduced grant amount by deducting the amount of the reduction (calculated in proportion to the improper implementation of the action or to the seriousness of the breach of obligations in accordance with Article 43.2) from the maximum grant amount set out in Article 5.1.

The final grant amount will be the lower of the following two:

- the amount obtained following Steps 1 and 2 or
- the reduced grant amount following Step 3.

5.4 Revised final grant amount — Calculation

If — after the payment of the balance (in particular, after checks, reviews, audits or investigations; see Article 22) — the Agency rejects costs (see Article 42) or reduces the grant (see Article 43), it will calculate the ‘**revised final grant amount**’ for the beneficiary concerned by the findings.

This amount is calculated by the Agency on the basis of the findings, as follows:

- in case of **rejection of costs**: by applying the reimbursement rate to the revised eligible costs approved by the Agency for the beneficiary concerned;
- in case of **reduction of the grant**: by calculating the concerned beneficiary’s share in the grant amount reduced in proportion to its improper implementation of the action or to the seriousness of its breach of obligations (see Article 43.2).

In case of **rejection of costs and reduction of the grant**, the revised final grant amount for the beneficiary concerned will be the lower of the two amounts above.

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS

6.1 General conditions for costs to be eligible

Unit costs are eligible (‘eligible costs’), if:

(i) they are calculated as follows:

{amounts per unit set out in Annex 2
multiplied by
the number of actual units}.

(ii) the number of actual units complies with the following:

- the units must be actually used or produced in the period set out in Article 3;
- the units must be necessary for implementing the action or produced by it, and
- the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 18).

6.2 Specific conditions for costs to be eligible

The following costs are eligible costs, if they comply with the general conditions (see above) and the following specific conditions for each budget category:

A. **Costs of seconded staff members** are eligible, if:

(a) the number of units declared:

- (i) corresponds to the actual number of months spent by the seconded staff members on the research and innovation activities and

(ii) does not exceed 12 months (per seconded staff member);

(b) the seconded staff members comply — at the date of secondment —with the following conditions:

(i) be one of the following:

- an ‘**early stage researcher**’ (i.e. in the first four years of his/her research career and not have a doctoral degree);
- an ‘**experienced researcher**’ (i.e. in possession of a doctoral degree or have at least four years of research experience), or
- **administrative, managerial or technical staff** supporting research and innovation activities under the action, and

(ii) have been actively engaged in or linked to research and innovation activities for at least 6 months at the beneficiary or partner organisation.

(c) the secondment complies with the following conditions:

(i) last at least 1 month and no longer than 12 months;

(ii) be between:

- a beneficiary established in a EU Member State (or associated country) and a beneficiary established in another EU Member State (or associated country) from different sectors (academic and non-academic) or
- a beneficiary established in a EU Member State (or associated country) and a partner organisation established in a non-EU Member State (or non-associated country), and

(iii) the beneficiary or partner organisation sending the person is established in a country listed in Annex A to the work programme.

B. Institutional costs (B.1 Research, training and networking costs and B.2 Management and indirect costs) are eligible if the costs of the seconded staff members (see above) are eligible.

6.3 Ineligible costs

‘**Ineligible costs**’ are:

- (a) costs that do not comply with the conditions set out above (in Article 6.1), in particular costs incurred during suspension of the action implementation (see Article 49);
- (b) costs reimbursed under another EU or Euratom grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the Agency for the purpose of implementing the EU budget), in particular, management and

indirect costs if the beneficiary is already receiving an operating grant financed by the EU or Euratom budget in the same period.

6.4 Consequences of declaration of ineligible costs

Declared costs that are ineligible will be rejected (see Article 42).

This may also lead to any of the other measures described in Chapter 6.

CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES

SECTION 1 RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE ACTION

ARTICLE 7 — GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE ACTION

7.1 General obligation to properly implement the action

The beneficiaries must implement the action as described in Annex 1 and in compliance with the provisions of the Agreement and all legal obligations under applicable EU, international and national law.

7.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 8 — RESOURCES TO IMPLEMENT THE ACTION

Not applicable

ARTICLE 9 — IMPLEMENTATION OF ACTION TASKS BY BENEFICIARIES NOT RECEIVING EU FUNDING

Not applicable

ARTICLE 10 — PURCHASE OF GOODS, WORKS OR SERVICES

Not applicable

ARTICLE 11 — USE OF IN-KIND CONTRIBUTIONS PROVIDED BY THIRD PARTIES AGAINST PAYMENT

Not applicable

ARTICLE 12 — USE OF IN-KIND CONTRIBUTIONS PROVIDED BY THIRD PARTIES FREE OF CHARGE

Not applicable

ARTICLE 13 — IMPLEMENTATION OF ACTION TASKS BY SUBCONTRACTORS

Not applicable

ARTICLE 14 — IMPLEMENTATION OF ACTION TASKS BY LINKED THIRD PARTIES

Not applicable

ARTICLE 15 — FINANCIAL SUPPORT TO THIRD PARTIES

Not applicable

ARTICLE 16 — PROVISION OF TRANS-NATIONAL OR VIRTUAL ACCESS TO RESEARCH INFRASTRUCTURE

Not applicable

SECTION 2 RIGHTS AND OBLIGATIONS RELATED TO THE GRANT ADMINISTRATION

ARTICLE 17 — GENERAL OBLIGATION TO INFORM

17.1 Obligation to provide information upon request

The beneficiaries must provide — during implementation of the action or afterwards — any information requested in order to verify proper implementation of the action and compliance with the obligations under the Agreement (see Article 41.2).

17.2 Obligation to keep information up to date and to inform about events and circumstances likely to affect the Agreement

Each beneficiary must keep information stored in the 'Beneficiary Register' (in the electronic exchange system; see Article 52) up to date, in particular, its name, address, legal representatives, legal form and organisation type.

Each beneficiary must immediately inform the coordinator — which must immediately inform the *Commission* and the other beneficiaries — of any of the following:

- (a) **events** which are likely to affect significantly or delay the implementation of the action or the *EU's* financial interests, in particular:
 - (i) changes in its legal, financial, technical, organisational or ownership situation
- (b) **circumstances** affecting:

- (i) the decision to award the grant or
- (ii) compliance with requirements under the Agreement.

17.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 18 — KEEPING RECORDS — SUPPORTING DOCUMENTATION

18.1 Obligation to keep records and other supporting documentation

The beneficiaries must — for a period of *five* years after the payment of the balance — keep records and other supporting documentation in order to prove the proper implementation of the action and the costs they declare as eligible.

They must make them available upon request (see Article 17) or in the context of checks, reviews, audits or investigations (see Article 22).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Articles 22), the beneficiaries must keep the records and other supporting documentation until the end of these procedures.

The beneficiaries must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The *Unknown Granting Authority (31033287)* may accept non-original documents if it considers that they offer a comparable level of assurance.

18.1.1 Records and other supporting documentation on the scientific and technical implementation

The beneficiaries must keep records and other supporting documentation on scientific and technical implementation of the action in line with the accepted standards in the respective field.

18.1.2 Records and other documentation to support the costs declared

The beneficiaries must keep adequate records and other supporting documentation to prove the number of units declared.

18.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, costs insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 42), and the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 19 — SUBMISSION OF DELIVERABLES

19.1 Obligation to submit deliverables

The coordinator must:

- submit a ‘**researcher declaration**’ within 20 days after the secondment of each seconded staff member;
- submit a ‘**progress report**’ within 30 days after the end of each year, except when the periodic and final reports are due;
- organise a ‘**mid-term review meeting**’ between the beneficiaries, the partner organisation(s) and the Agency before the deadline for the submission of the report for RP 1 (reporting period 1) and
- submit any **other deliverables** identified in Annex 1, in accordance with the timing and conditions set out in it.

19.2 Consequences of non-compliance

If the coordinator breaches any of its obligations under this Article, the Agency may apply any of the measures provided for in Chapter 6.

ARTICLE 20 — REPORTING — PAYMENT REQUESTS

20.1 General obligation to submit reports

The coordinator must submit to the *Unknown Granting Authority (31033287)* (see Article 52) technical and financial reports, including requests for payment.

The reports must be drawn up using the forms and templates provided by the *Unknown Granting Authority (31033287)* in the electronic exchange system (see Article 52).

20.2 Reporting periods

The action is divided into the following ‘**reporting periods**’:

- RP1: from month 1 to month 24
- RP2: *from month 25 to the last month of the project*

20.3 Periodic reports — Requests for interim payments

The coordinator must submit a periodic report within 60 days following the end of each reporting period.

The **periodic report** must include the following:

- (a) a ‘**periodic technical report**’ containing:
 - (i) an **explanation of the work carried out** by the beneficiaries;

- (ii) an **overview of the progress** towards the objectives of the action, including milestones and deliverables identified in Annex 1.

This report must include explanations justifying the differences between work expected to be carried out in accordance with Annex 1 and that actually carried out.

The report must also detail the exploitation and dissemination of the results and — if required in Annex 1 — an updated ‘**plan for the exploitation and dissemination of the results**’;

- (iii) a **summary** for publication by the *Unknown Granting Authority (31033287)*;
- (iv) the answers to the ‘**questionnaire**’, 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;

(b) a ‘**periodic financial report**’ containing:

- (i) an ‘**individual financial statement**’ (see Annex 4) from each beneficiary, for the reporting period concerned.

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).

The beneficiaries 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 *Unknown Granting Authority (31033287)*.

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.

The individual financial statements of the last reporting period must also detail the **receipts of the action** (see Article 5.3.3).

Each beneficiary must **certify** that:

- the information provided is full, reliable and true;
- the costs declared are eligible (see Article 6);
- 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
- for the last reporting period: that all the receipts have been declared (see Article 5.3.3);

- (ii) an **explanation of the use of resources** and the information on subcontracting (see Article 13) and in-kind contributions provided by third parties (see Articles 11 and 12) from each beneficiary, for the reporting period concerned;
- (iii) *not applicable*;
- (iv) a ‘**periodic summary financial statement**’ (see Annex 4), created automatically by the electronic exchange system, consolidating the individual financial statements for the reporting period concerned and including — except for the last reporting period — the **request for interim payment**.

20.4 Final report — Request for payment of the balance

In addition to the periodic report for the last reporting period, the coordinator must submit the final report within 60 days following the end of the last reporting period.

The **final report** must include the following:

- (a) a ‘**final technical report**’ with a **summary** for publication containing:
 - (i) an overview of the results and their exploitation and dissemination;
 - (ii) the conclusions on the action, and
 - (iii) the socio-economic impact of the action;
- (b) a ‘**final financial report**’ containing a ‘**final summary financial statement**’ (see Annex 4), created automatically by the electronic exchange system, consolidating the individual financial statements for all reporting periods and including the **request for payment of the balance**.

20.5 Information on cumulative expenditure incurred

not applicable

20.6 Currency for financial statements and conversion into euro

Financial statements must be drafted in euro.

20.7 Language of reports

All reports (technical and financial reports, including financial statements) must be submitted in the language of the Agreement.

20.8 Consequences of non-compliance — Suspension of the payment deadline — Termination

If the reports submitted do not comply with this Article, the *Unknown Granting Authority (31033287)* may suspend the payment deadline (see Article 47) and apply any of the other measures described in Chapter 6.

If the coordinator breaches its obligation to submit the reports and if it fails to comply with this obligation within 30 days following a written reminder sent by the *Unknown Granting Authority* (31033287), the Agreement may be terminated (see Article 50).

ARTICLE 21 — PAYMENTS AND PAYMENT ARRANGEMENTS

21.1 Payments to be made

The following payments will be made to the coordinator:

- one **pre-financing payment**;
- one or more **interim payments**, on the basis of the request(s) for interim payment (see Article 20), and
- one **payment of the balance**, on the basis of the request for payment of the balance (see Article 20).

21.2 Pre-financing payment — Amount — Amount retained for the Guarantee Fund

The aim of the pre-financing is to provide the beneficiaries with a float.

It remains the property of the *EU* until the payment of the balance.

The amount of the pre-financing payment will be EUR **756,000.00** (seven hundred and fifty six thousand EURO).

The *Commission* will — except if Article 48 applies — make the pre-financing payment to the coordinator 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.

An amount of EUR **75,600.00** (seventy five thousand six hundred EURO), corresponding to the 5% of the maximum grant amount (see Article 5.1), is retained by the *Commission* from the pre-financing payment and transferred into the ‘**Guarantee Fund**’.

21.3 Interim payments — Amount — Calculation

Interim payments reimburse the eligible costs incurred for the implementation of the action during the corresponding reporting periods.

The *Commission* will pay to the coordinator the amount due as interim payment within 90 days from receiving the periodic report (see Article 20.3), except if Articles 47 or 48 apply.

Payment is subject to the approval of the periodic report. Its approval does not imply recognition of the compliance, authenticity, completeness or correctness of its content.

The **amount due as interim payment** is calculated by the *Commission* in the following steps:

Step 1 – Application of the reimbursement rates

Step 2 – Limit to 90% of the maximum grant amount

21.3.1 Step 1 — Application of the reimbursement rates

The reimbursement rate(s) (see Article 5.2) are applied to the eligible costs (actual costs, unit costs and flat-rate costs ; see Article 6) declared by the beneficiaries (see Article 20) and approved by the *Commission* (see above) for the concerned reporting period.

21.3.2 Step 2 — Limit to 90% of the maximum grant amount

The total amount of pre-financing and interim payments must not exceed 90% of the maximum grant amount set out in Article 5.1. The maximum amount for the interim payment will be calculated as follows:

{90% of the maximum grant amount (see Article 5.1)

minus

{pre-financing and previous interim payments}}.

21.4 Payment of the balance — Amount — Calculation — Release of the amount retained for the Guarantee Fund

The payment of the balance reimburses the remaining part of the eligible costs incurred by the beneficiaries for the implementation of the action.

If the total amount of earlier payments is greater than the final grant amount (see Article 5.3), the payment of the balance takes the form of a recovery (see Article 44).

If the total amount of earlier payments is lower than the final grant amount, the *Commission* will pay the balance within 90 days from receiving the final report (see Article 20.4), except if Articles 47 or 48 apply.

Payment is subject to the approval of the final report. Its approval does not imply recognition of the compliance, authenticity, completeness or correctness of its content.

The **amount due as the balance** is calculated by the *Commission* by deducting the total amount of pre-financing and interim payments (if any) already made, from the final grant amount determined in accordance with Article 5.3:

{final grant amount (see Article 5.3)

minus

{pre-financing and interim payments (if any) made}}.

At the payment of the balance, the amount retained for the Guarantee Fund (see above) will be released and:

- if the balance is positive: the amount released will be paid in full to the coordinator together with the amount due as the balance;
- if the balance is negative (payment of the balance taking the form of recovery): it will be deducted from the amount released (see Article 44.1.2). If the resulting amount:

- is positive, it will be paid to the coordinator
- is negative, it will be recovered.

The amount to be paid may however be offset — without the beneficiary's consent — against any other amount owed to a beneficiary by the *Commission* or an executive agency (from the EU or Euratom budget), up to the maximum EU contribution indicated, for that beneficiary, in the estimated budget (see Annex 2).

21.5 Notification of amounts due

When making payments, the *Commission* will formally notify to the coordinator the amount due, specifying whether it concerns an interim payment or the payment of the balance.

For the payment of the balance, the notification will also specify the final grant amount.

In the case of reduction of the grant or recovery of undue amounts, the notification will be preceded by the contradictory procedure set out in Articles 43 and 44.

21.6 Currency for payments

The *Commission* will make all payments in euro.

21.7 Payments to the coordinator — Distribution to the beneficiaries

Payments will be made to the coordinator.

Payments to the coordinator will discharge the *Commission* from its payment obligation.

The coordinator must distribute the payments between the beneficiaries without unjustified delay.

Pre-financing may however be distributed only:

- (a) if the minimum number of beneficiaries set out in the call for proposals has acceded to the Agreement (see Article 56) and
- (b) to beneficiaries that have acceded to the Agreement (see Article 56).

21.8 Bank account for payments

All payments will be made to the following bank account:

Name of bank: UNICREDIT SPA

Address of branch: 6, VIA DEGLI ARCONTI REGGIO DI CALABRIA, Italy

Full name of the account holder: UNIVERSITA DEGLI STUDI MEDITERRANEA DI REGGIO CALABRIA

Full account number (including bank codes):

IBAN code: IT67W0200816304000401060714

21.9 Costs of payment transfers

The cost of the payment transfers is borne as follows:

- the *Commission* bears the cost of transfers charged by its bank;
- the beneficiary bears the cost of transfers charged by its bank;
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

21.10 Date of payment

Payments by the *Commission* are considered to have been carried out on the date when they are debited to its account.

21.11 Consequences of non-compliance

21.11.1 If the *Commission* does not pay within the payment deadlines (see above), the beneficiaries are entitled to **late-payment interest** at the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

If the late-payment interest is lower than or equal to EUR 200, it will be paid to the coordinator only upon request submitted within two months of receiving the late payment.

Late-payment interest is not due if all beneficiaries are EU Member States (including regional and local government authorities or other public bodies acting on behalf of a Member State for the purpose of this Agreement).

Suspension of the payment deadline or payments (see Articles 47 and 48) will not be considered as late payment.

Late-payment interest covers the period running from the day following the due date for payment (see above), up to and including the date of payment.

Late-payment interest is not considered for the purposes of calculating the final grant amount.

21.11.2 If the coordinator breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement or the participation of the coordinator may be terminated (see Article 50).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 22 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

22.1 Checks, reviews and audits by the Commission

22.1.1 Right to carry out checks

The Commission will — during the implementation of the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing deliverables and reports.

For this purpose the Commission may be assisted by external persons or bodies.

The Commission may also request additional information in accordance with Article 17. The Commission may request beneficiaries to provide such information to it directly.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

22.1.2 Right to carry out reviews

The Commission may — during the implementation of the action or afterwards — carry out reviews on the proper implementation of the action (including assessment of deliverables and reports), compliance with the obligations under the Agreement and continued scientific or technological relevance of the action.

Reviews may be started **up to two years after the payment of the balance**. They will be formally notified to the coordinator or beneficiary concerned and will be considered to have started on the date of the formal notification.

If the review is carried out on a third party (see Articles 10 to 16), the beneficiary concerned must inform the third party.

The Commission may carry out reviews directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the coordinator or beneficiary concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The coordinator or beneficiary concerned must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The Commission may request beneficiaries to provide such information to it directly.

The coordinator or beneficiary concerned may be requested to participate in meetings, including with external experts.

For **on-the-spot** reviews, the beneficiaries must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a '**review report**' will be drawn up.

The Commission will formally notify the review report to the coordinator or beneficiary concerned, which has 30 days to formally notify observations ('**contradictory review procedure**').

Reviews (including review reports) are in the language of the Agreement.

22.1.3 Right to carry out audits

The Commission may — during the implementation of the action or afterwards — carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Audits may be started **up to two years after the payment of the balance**. They will be formally notified to the coordinator or beneficiary concerned and will be considered to have started on the date of the formal notification.

If the audit is carried out on a third party (see Articles 10 to 16), the beneficiary concerned must inform the third party.

The Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the coordinator or beneficiary concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The coordinator or beneficiary concerned must provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. The Commission may request beneficiaries to provide such information to it directly.

For **on-the-spot** audits, the beneficiaries must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a '**draft audit report**' will be drawn up.

The Commission will formally notify the draft audit report to the coordinator or beneficiary concerned, which has 30 days to formally notify observations ('**contradictory audit procedure**'). This period may be extended by the Commission in justified cases.

The '**final audit report**' will take into account observations by the coordinator or beneficiary concerned. The report will be formally notified to it.

Audits (including audit reports) are in the language of the Agreement.

The Commission may also access the beneficiaries' statutory records for the periodical assessment of unit costs or flat-rate amounts.

22.2 Investigations by the European Anti-Fraud Office (OLAF)

Under Regulations No 883/2013¹ and No 2185/96² (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the action or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether, concerning the action funded under the Agreement, there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

¹ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18.09.2013, p. 1).

² Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996, p. 2).

22.3 Checks and audits by the European Court of Auditors (ECA)

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and *Article 161 of the Financial Regulation No 966/2012*³, the European Court of Auditors (ECA) may — at any moment during implementation of the action or afterwards — carry out audits.

The ECA has the right of access for the purpose of checks and audits.

22.4 Checks, reviews, audits and investigations for international organisations

not applicable

22.5 Consequences of findings in checks, reviews, audits and investigations —Extension of findings

22.5.1 Findings in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to the rejection of ineligible costs (see Article 42), reduction of the grant (see Article 43), recovery of undue amounts (see Article 44) or to any of the other measures described in Chapter 6.

Rejection of costs or reduction of the grant after the payment of the balance will lead to a revised final grant amount (see Article 5.4).

Findings in checks, reviews, audits or investigations may lead to a request for amendment for the modification of Annex 1 (see Article 55).

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may also lead to consequences in other EU or Euratom grants awarded under similar conditions (**‘extension of findings from this grant to other grants’**).

Moreover, findings arising from an OLAF investigation may lead to criminal prosecution under national law.

22.5.2 Findings in other grants

The Commission may extend findings from other grants to this grant (**‘extension of findings from other grants to this grant’**), if:

- (a) the beneficiary concerned is found, in other EU or Euratom grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- (b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — no later than two years after the payment of the balance of this grant.

³ Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, EURATOM) No 1605/2002 (OJ L 298, 26.10.2012, p. 1).

The extension of findings may lead to the rejection of costs (see Article 42), reduction of the grant (see Article 43), recovery of undue amounts (see Article 44), suspension of payments (see Article 48), suspension of the action implementation (see Article 49) or termination (see Article 50).

22.5.3 Procedure

The Commission will formally notify the beneficiary concerned the systemic or recurrent errors, together with the list of grants affected by the findings.

22.5.3.1 If the findings concern **eligibility of costs**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings;
- (b) the request to submit **revised financial statements** for all grants affected;
- (c) the **correction rate for extrapolation** established by the Commission on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected if the beneficiary concerned:
 - (i) considers that the submission of revised financial statements is not possible or practicable or
 - (ii) does not submit revised financial statements.

The beneficiary concerned has 90 days from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method**. This period may be extended by the Commission in justified cases.

The Commission will determine the amounts to be rejected on the basis of the revised financial statements, subject to their approval.

If the Commission does not receive any observations or revised financial statements, does not accept the observations or the proposed alternative correction method or does not approve the revised financial statements, it will formally notify the beneficiary concerned the application of the initially notified correction rate for extrapolation.

If the Commission accepts the alternative correction method proposed by the beneficiary concerned, it will formally notify the application of the accepted alternative correction method.

22.5.3.2 If the findings concern **improper implementation** or a **breach of another obligation**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and
- (b) the flat-rate the Commission intends to apply according to the principle of proportionality.

The beneficiary concerned has 90 days from receiving notification to submit observations or to propose a duly substantiated alternative flat-rate.

If the Commission does not receive any observations or does not accept the observations or the proposed alternative flat-rate, it will formally notify the beneficiary concerned the application of the initially notified flat-rate.

If the Commission accepts the alternative flat-rate proposed by the beneficiary concerned, it will formally notify the application of the accepted alternative flat-rate.

22.6 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, any insufficiently substantiated costs will be ineligible (see Article 6) and will be rejected (see Article 42).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 23 — EVALUATION OF THE IMPACT OF THE ACTION

23.1 Right to evaluate the impact of the action

The Commission may carry out interim and final evaluations of the impact of the action measured against the objective of the *EU* programme.

Evaluations may be started during implementation of the action and up to *five* years after the payment of the balance. The evaluation is considered to start on the date of the formal notification to the coordinator or beneficiaries.

The Commission may make these evaluations directly (using its own staff) or indirectly (using external bodies or persons it has authorised to do so).

The coordinator or beneficiaries must provide any information relevant to evaluate the impact of the action, including information in electronic format.

23.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the Commission may apply the measures described in Chapter 6.

SECTION 3 RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND AND RESULTS

SUBSECTION 1 GENERAL

ARTICLE 23a — MANAGEMENT OF INTELLECTUAL PROPERTY

23a.1 Obligation to take measures to implement the Commission Recommendation on the management of intellectual property in knowledge transfer activities

Beneficiaries that are universities or other public research organisations must take measures to implement the principles set out in Points 1 and 2 of the Code of Practice annexed to the Commission Recommendation on the management of intellectual property in knowledge transfer activities⁴.

This does not change the obligations set out in Subsections 2 and 3 of this Section.

⁴ Commission Recommendation C (2008) 1329 of 10.4.2008 on the management of intellectual property in knowledge transfer activities and the Code of Practice for universities and other public research institutions attached to this recommendation.

The beneficiaries must ensure that researchers and third parties involved in the action are aware of them.

23a.2 Consequences of non-compliance

If a beneficiary breaches its obligations under this Article, the *Commission* may apply any of the measures described in Chapter 6.

SUBSECTION 2 RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND

ARTICLE 24 — AGREEMENT ON BACKGROUND

The beneficiaries must identify and agree (in writing) on the background for the action (**‘agreement on background’**).

‘Background’ means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that:

- (a) is held by the beneficiaries before they acceded to the Agreement, and
- (b) is needed to implement the action or exploit the results.

ARTICLE 25 — ACCESS RIGHTS TO BACKGROUND

25.1 Exercise of access rights, — Waiving of access rights — No sub-licensing

To exercise access rights, this must first be requested in writing (**‘request for access’**).

‘Access rights’ means rights to use results or background under the terms and conditions laid down in this Agreement.

Waivers of access rights are not valid unless in writing.

Unless agreed otherwise, access rights do not include the right to sub-license.

25.2 Access rights for other beneficiaries, for implementing their own tasks under the action

The beneficiaries must give each other access — on a royalty-free basis — to background needed to implement their own tasks under the action, unless the beneficiary that holds the background has — before acceding to the Agreement —:

- (a) informed the other beneficiaries that access to its background is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel), or
- (b) agreed with the other beneficiaries that access would not be on a royalty-free basis.

25.3 Access rights for other beneficiaries, for exploiting their own results

The beneficiaries must give each other access — under fair and reasonable conditions — to background needed for exploiting their own results, unless the beneficiary that holds the background

has — before acceding to the Agreement — informed the other beneficiaries that access to its background is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel).

‘**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.

Requests for access may be made — unless agreed otherwise — up to one year after the period set out in Article 3.

25.4 Access rights for affiliated entities

Unless otherwise agreed in the consortium agreement, access to background must also be given — under fair and reasonable conditions (see above; Article 25.3) and unless it is subject to legal restrictions or limits, including those imposed by the rights of third parties (including personnel) — to affiliated entities⁵ established in an EU Member State or ‘**associated country**’⁶, if this is needed to exploit the results generated by the beneficiaries to which they are affiliated.

Unless agreed otherwise (see above; Article 25.1), the affiliated entity concerned must make the request directly to the beneficiary that holds the background.

Requests for access may be made — unless agreed otherwise — up to one year after the period set out in Article 3.

25.5 Access rights for seconded staff members

The beneficiaries must — on a royalty-free basis — give access to the seconded staff members to background necessary for their research and innovation activities under the action.

25.6 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

⁵ For the definition, see Article 2.1(2) of the Rules for Participation Regulation No 1290/2013: ‘**affiliated entity**’ means any legal entity that is under the direct or indirect control of a participant, or under the same direct or indirect control as the participant, or that is directly or indirectly controlling a participant.

‘Control’ may take any of the following forms:

- (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;
- (b) the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned.

However the following relationships between legal entities shall not in themselves be deemed to constitute controlling relationships:

- (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;
- (b) the legal entities concerned are owned or supervised by the same public body.

⁶ For the definition, see Article 2.1(3) of the Rules for Participation Regulation No 1290/2013: ‘**associated country**’ means a third country which is party to an international agreement with the Union, as identified in Article 7 of Horizon 2020 Framework Programme Regulation No 1291/2013. Article 7 sets out the conditions for association of non-EU countries to Horizon 2020.

Such breaches may also lead to any of the other measures described in Chapter 6.

SUBSECTION 3 RIGHTS AND OBLIGATIONS RELATED TO RESULTS

ARTICLE 26 — OWNERSHIP OF RESULTS

26.1 Ownership by the beneficiary that generates the results

Results are owned by the beneficiary that generates them.

‘**Results**’ means any (tangible or intangible) output of the action such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the action, as well as any rights attached to it, including intellectual property rights.

26.2 Joint ownership by several beneficiaries

Two or more beneficiaries own results jointly if:

- (a) they have jointly generated them and
- (b) it is not possible to:
 - (i) establish the respective contribution of each beneficiary, or
 - (ii) separate them for the purpose of applying for, obtaining or maintaining their protection (see Article 27).

The joint owners must agree (in writing) on the allocation and terms of exercise of their joint ownership (**‘joint ownership agreement’**), to ensure compliance with their obligations under this Agreement.

Unless otherwise agreed in the joint ownership agreement, each joint owner may grant non-exclusive licences to third parties to exploit jointly-owned results (without any right to sub-license), if the other joint owners are given:

- (a) at least 45 days advance notice and
- (b) fair and reasonable compensation.

Once the results have been generated, joint owners may agree (in writing) to apply another regime than joint ownership (such as, for instance, transfer to a single owner (see Article 30) with access rights for the others).

26.3 Rights of third parties (including personnel)

If third parties (including personnel) may claim rights to the results, the beneficiary concerned must ensure that it complies with its obligations under the Agreement.

If a third party generates results, the beneficiary concerned must obtain all necessary rights (transfer, licences or other) from the third party, in order to be able to respect its obligations as if those results were generated by the beneficiary itself.

If obtaining the rights is impossible, the beneficiary must refrain from using the third party to generate the results.

26.4 Unknown Granting Authority (31033287) ownership, to protect results

26.4.1 *The Unknown Granting Authority (31033287)* may — with the consent of the beneficiary concerned — assume ownership of results to protect them, if a beneficiary intends — up to four years after the period set out in Article 3 — to disseminate its results without protecting them, except in any of the following cases:

- (a) the lack of protection is because protecting the results is not possible, reasonable or justified (given the circumstances);
- (b) the lack of protection is because there is a lack of potential for commercial or industrial exploitation, or
- (c) the beneficiary intends to transfer the results to another beneficiary or third party established in an EU Member State or associated country, which will protect them.

Before the results are disseminated and unless any of the cases above under Points (a), (b) or (c) applies, the beneficiary must formally notify the *Commission* and at the same time inform it of any reasons for refusing consent. The beneficiary may refuse consent only if it can show that its legitimate interests would suffer significant harm.

If the *Commission* decides to assume ownership, it will formally notify the beneficiary concerned within 45 days of receiving notification.

No dissemination relating to these results may before the end of this period or, if the *Commission* takes a positive decision, until it has taken the necessary steps to protect the results.

26.4.2 *The Unknown Granting Authority (31033287)* may — with the consent of the beneficiary concerned — assume ownership of results to protect them, if a beneficiary intends — up to four years after the period set out in Article 3 — to stop protecting them or not to seek an extension of protection, except in any of the following cases:

- (a) the protection is stopped because of a lack of potential for commercial or industrial exploitation;
- (b) an extension would not be justified given the circumstances.

A beneficiary that intends to stop protecting results or not seek an extension must — unless any of the cases above under Points (a) or (b) applies — formally notify the *Commission* at least 60 days before the protection lapses or its extension is no longer possible and at the same time inform it of any reasons for refusing consent. The beneficiary may refuse consent only if it can show that its legitimate interests would suffer significant harm.

If the *Commission* decides to assume ownership, it will formally notify the beneficiary concerned within 45 days of receiving notification.

26.5 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to the any of the other measures described in Chapter 6.

ARTICLE 27 — PROTECTION OF RESULTS — VISIBILITY OF EU FUNDING

27.1 General obligation to protect the results

Each beneficiary must examine the possibility of protecting its results and must adequately protect them — for an appropriate period and with appropriate territorial coverage — if:

- (a) the results can reasonably be expected to be commercially or industrially exploited and
- (b) protecting them is possible, reasonable and justified (given the circumstances).

When deciding on protection, the beneficiary must consider its own legitimate interests and the legitimate interests (especially commercial) of the other beneficiaries.

27.2 *Unknown Granting Authority (31033287) ownership, to protect the results*

If a beneficiary intends not to protect its results, to stop protecting them or not seek an extension of protection, *The Unknown Granting Authority (31033287)* may — under certain conditions (see Article 26.4) — assume ownership to ensure their (continued) protection.

27.3 Information on EU funding

Applications for protection of results (including patent applications) filed by or on behalf of a beneficiary must — unless the Agency requests or agrees otherwise or unless it is impossible — include the following:

“The project leading to this application has received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 645651”.

27.4 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such a breach may also lead to any of the other measures described in Chapter 6.

ARTICLE 28 — EXPLOITATION OF RESULTS

28.1 General obligation to exploit the results

Each beneficiary must — up to four years after the period set out in Article 3 — take measures aiming to ensure ‘**exploitation**’ of its results (either directly or indirectly, in particular through transfer or licensing; see Article 30) by:

- (a) using them in further research activities (outside the action);
- (b) developing, creating or marketing a product or process;
- (c) creating and providing a service, or

(d) using them in standardisation activities.

This does not change the security obligations in Article 37, which still apply.

28.2 Results that could contribute to European or international standards — Information on EU funding

28.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced in accordance with Article 43.

Such a breach may also lead to any of the other measures described in Chapter 6.

ARTICLE 29 — DISSEMINATION OF RESULTS — OPEN ACCESS — VISIBILITY OF EU FUNDING

29.1 General obligation to disseminate results

Unless it goes against their legitimate interests, each beneficiary must — as soon as possible — ‘**disseminate**’ its results by disclosing them to the public by appropriate means (other than those resulting from protecting or exploiting the results), including in scientific publications (in any medium).

This does not change the obligation to protect results in Article 27, the confidentiality obligations in Article 36, the security obligations in Article 37 or the obligations to protect personal data in Article 39, all of which still apply.

A beneficiary that intends to disseminate its results must give advance notice to the other beneficiaries of — unless agreed otherwise — at least 45 days, together with sufficient information on the results it will disseminate.

Any other beneficiary may object within — unless agreed otherwise — 30 days of receiving notification, if it can show that its legitimate interests in relation to the results or background would be significantly harmed. In such cases, the dissemination may not take place unless appropriate steps are taken to safeguard these legitimate interests.

If a beneficiary intends not to protect its results, it may — under certain conditions (see Article 26.4.1) — need to formally notify the *Unknown Granting Authority (31033287)* before dissemination takes place.

29.2 Open access to scientific publications

The beneficiaries must ensure open access (free-of-charge online access for any user) to all peer-reviewed scientific publications relating to their results. In particular, they must:

- (a) as soon as possible and at the latest on publication, deposit a machine-readable electronic copy of the published version or final peer-reviewed manuscript accepted for publication in a repository for scientific publications.

Moreover, the beneficiaries must aim to deposit at the same time the research data needed to validate the results presented in the deposited scientific publications.

- (b) ensure open access to the deposited publication — via the repository — at the latest:
- (i) on publication, if an electronic version is available for free via the publisher, or
 - (ii) within six months of publication (twelve months for publications in the social sciences and humanities) in any other case.
- (c) ensure open access — via the repository — to the bibliographic metadata that identify the deposited publication.

The bibliographic metadata must be in a standard format and must include all of the following:

- the terms "Marie Skłodowska-Curie Actions";
- the project name, acronym and grant number;
- the publication date and, if applicable, length of embargo period;
- a persistent identifier.

29.3 Open access to research data

not applicable

29.4 Information on EU funding — Obligation and right to use the EU emblem

Unless the Agency requests or agrees otherwise or unless it is impossible, any dissemination of results (in any form, including electronic) must:

- (a) display the EU emblem and
- (b) include the following text:

“This project has received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 645651”.

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of their obligations under this Article, the beneficiaries may use the EU emblem without first obtaining approval from the Agency.

This does not however give them the right to exclusive use.

Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

29.5 Disclaimer excluding *Unknown Granting Authority (31033287)* responsibility

Any dissemination of results must indicate that it reflects only the author's view and that the *Unknown Granting Authority (31033287)* is not responsible for any use that may be made of the information it contains.

29.6 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such a breach may also lead to any of the other measures described in Chapter 6.

ARTICLE 30 — TRANSFER AND LICENSING OF RESULTS

30.1 Transfer of ownership

Each beneficiary may transfer ownership of its results.

It must however ensure that its obligations under Articles 26.2, 26.4, 27, 28, 29, 30 and 31 also apply to the new owner and that this owner has the obligation to pass them on in any subsequent transfer.

This does not change the security obligations in Article 37, which still apply.

Unless agreed otherwise (in writing) for specifically-identified third parties or unless impossible under applicable EU and national laws on mergers and acquisitions, a beneficiary that intends to transfer ownership of results must give at least 45 days advance notice to the other beneficiaries that still have (or still may request) access rights to the results. This notification must include sufficient information on the new owner to enable any beneficiary concerned to assess the effects on its access rights.

Unless agreed otherwise (in writing), any other beneficiary may object within 30 days of receiving notification, 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.

30.2 Granting licenses

Each beneficiary may grant licences to its results (or otherwise give the right to exploit them), if:

- (a) this does not impede the rights under Article 31 and
- (b) *not applicable*.

In addition to Points (a) and (b), exclusive licences for results may be granted only if all the other beneficiaries concerned have waived their access rights (see Article 31.1).

This does not change the dissemination obligations in Article 29 or security obligations in Article 37, which still apply.

30.3 *Commission* right to object to transfers or licensing

not applicable

30.4 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such a breach may also lead to any of the other measures described in Chapter 6.

ARTICLE 31 — ACCESS RIGHTS TO RESULTS

31.1 Exercise of access rights — Waiving of access rights — No sub-licensing

The conditions set out in Article 25.1 apply.

The obligations set out in this Article do not change the security obligations in Article 37, which still apply.

31.2 Access rights for other beneficiaries, for implementing their own tasks under the action

The beneficiaries must give each other access — on a royalty-free basis — to results needed for implementing their own tasks under the action.

31.3 Access rights for other beneficiaries, for exploiting their own results

The beneficiaries must give each other — under fair and reasonable conditions (see Article 25.3) — access to results needed for exploiting their own results.

Requests for access may be made — unless agreed otherwise — up to one year after the period set out in Article 3.

31.4 Access rights of affiliated entities

Unless agreed otherwise in the consortium agreement, access to results must also be given — under fair and reasonable conditions (Article 25.3) — to affiliated entities established in an EU Member State or associated country, if this is needed for those entities to exploit the results generated by the beneficiaries to which they are affiliated.

Unless agreed otherwise (see above; Article 31.1), the affiliated entity concerned must make any such request directly to the beneficiary that owns the results.

Requests for access may be made — unless agreed otherwise — up to one year after the period set out in Article 3.

31.5 Access rights for the EU institutions, bodies, offices or agencies and EU Member States

The beneficiaries must give access to their results — on a royalty-free basis — to EU institutions, bodies, offices or agencies, for developing, implementing or monitoring EU policies or programmes.

Such access rights are limited to non-commercial and non-competitive use.

This does not change the right to use any material, document or information received from the beneficiaries for communication and publicising activities (see Article 38.2).

31.6 Access rights for seconded staff members

The beneficiaries must — on a royalty-free basis — give access to the seconded staff members to results necessary for their research and innovation activities under the action.

31.7 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

SECTION 4 OTHER RIGHTS AND OBLIGATIONS

ARTICLE 32 — RECRUITMENT AND WORKING CONDITIONS FOR SECONDED STAFF MEMBERS

32.1 Obligations towards seconded staff members

The beneficiaries must respect the following recruitment and working conditions for the seconded staff member under the action:

- (a) take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers⁷ and ensure that the seconded staff members are aware of them;
- (b) ensure that the rights and obligations of the seconded staff members remain unchanged during the secondment;
- (c) ensure that seconded staff members are reintegrated after the secondment;
- (d) ensure that the seconded staff members enjoy at the place of the implementation at least the same standards and working conditions as those applicable to local persons holding a similar position;
- (e) ensure that the seconded staff members are covered by an adequate medical insurance scheme;
- (f) ensure that the staff members are seconded full-time;
- (g) ensure that the seconded staff members have the relevant expertise for the action;
- (h) inform the seconded staff members about:
 - the description, conditions, location and the timetable for the implementation of the secondment under the action;
 - the rights and obligations of the beneficiary toward the seconded staff members under this Agreement;
 - the obligation of the seconded staff members to complete and submit — at the end of the secondment — the evaluation questionnaire and — two years later — the follow-up questionnaire provided by the Agency;

⁷ Commission recommendation (EC) No 251/2005 of 11 March 2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers (OJ L 75).

- the arrangements related to the intellectual property rights between the beneficiary and the seconded staff members — during implementation of the secondment and afterwards;
 - the obligation of the seconded staff members to maintain confidentiality (see Article 36);
 - the obligation of the seconded staff members to ensure the visibility of EU funding in communications or publications and in applications for the protection of results (see Articles 27, 28, 29 and 38);
- (i) assist the seconded staff members in the administrative procedures related to their secondment;
- (j) use the costs of seconded staff members (see Article 6) to contribute to their subsistence and mobility.

The beneficiaries must ensure that researchers and third parties involved in the action are aware of them.

32.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 33 — GENDER EQUALITY

33.1 Obligation to aim for gender equality

The beneficiaries must take all measures to promote equal opportunities between men and women in the implementation of the action. They must aim, to the extent possible, for a gender balance at all levels of personnel assigned to the action, including at supervisory and managerial level.

33.2 Consequences of non-compliance

If a beneficiary breaches its obligations under this Article, the *Commission* may apply any of the measures described in Chapter 6.

ARTICLE 34 — ETHICS

34.1 General obligation to comply with ethical principles

The beneficiaries must carry out the action in compliance with:

- (a) ethical principles (including the highest standards of research integrity — as set out, for instance, in the European Code of Conduct for Research Integrity⁸ — and including, in particular, avoiding fabrication, falsification, plagiarism or other research misconduct) and
- (b) applicable international, EU and national law.

Funding will not be granted for activities carried out outside the EU if they are prohibited in all Member States.

The beneficiaries must ensure that the activities under the action have an exclusive focus on civil applications.

The beneficiaries must ensure that the activities under the action do not:

- (a) aim at human cloning for reproductive purposes;
- (b) intend to modify the genetic heritage of human beings which could make such changes heritable (with the exception of research relating to cancer treatment of the gonads, which may be financed), or
- (c) intend 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.

34.2 Activities raising ethical issues

Activities raising ethical issues must comply with the ‘**ethics requirements**’ set out in Annex 1.

Before the beginning of an activity raising an ethical issue, the coordinator must submit (see Article 52) to the *Commission* copy of:

- (a) any ethics committee opinion required under national law and
- (b) any notification or authorisation for activities raising ethical issues required under national law.

If these documents are not in English, the coordinator must also submit an English summary of the submitted opinions, notifications and authorisations (containing, if available, the conclusions of the committee or authority concerned).

If these documents are specifically requested for the action, the request must contain an explicit reference to the action title. The coordinator must submit a declaration by each beneficiary concerned that all the submitted documents cover the action tasks.

34.3 Activities involving human embryos or human embryonic stem cells

not applicable

⁸ The European Code of Conduct for Research Integrity of ALLEA (All European Academies) and ESF (European Science Foundation) of March 2011.

http://www.esf.org/fileadmin/Public_documents/Publications/Code_Conduct_ResearchIntegrity.pdf

34.4 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement or participation of the beneficiary may be terminated (see Article 50).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 35 — CONFLICT OF INTERESTS

35.1 Obligation to avoid a conflict of interests

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the action is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (**‘conflict of interests’**).

They must formally notify to the *Commission* without delay any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The *Commission* may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

35.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement or participation of the beneficiary may be terminated (see Article 50).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 36 — CONFIDENTIALITY

36.1 General obligation to maintain confidentiality

During implementation of the action and for four years after the period set out in Article 3, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed (**‘confidential information’**).

If a beneficiary requests, the *Commission* may agree to keep such information confidential for an additional period beyond the initial four years.

If information has been identified as confidential only orally, it will be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

Unless otherwise agreed between the parties, they may use confidential information only to implement the Agreement.

The beneficiaries may disclose confidential information to their personnel or third parties involved in the action only if they:

- (a) need to know to implement the Agreement and
- (b) are bound by an obligation of confidentiality.

This does not change the security obligations in Article 37, which still apply.

The *Commission* may disclose confidential information to its staff, other EU institutions and bodies or third parties, if:

- (a) this is necessary to implement the Agreement or safeguard the *EU's* financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

Under the conditions set out in Article 4 of the Rules for participation Regulation No 1290/2013⁹, the Commission must moreover make available information on the results to other EU institutions, bodies, offices or agencies as well as Member States or associated countries.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party;
- (b) the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
- (c) the recipient proves that the information was developed without the use of confidential information;
- (d) the information becomes generally and publicly available, without breaching any confidentiality obligation, or
- (e) the disclosure of the information is required by EU or national law.

36.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 37 — SECURITY-RELATED OBLIGATIONS

37.1 Activities raising security issues

not applicable

37.2 Classified deliverables

not applicable

37.3 Activities involving dual-use goods or dangerous materials and substances

not applicable

⁹ Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for participation and dissemination in "Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)" (OJ L 347, 20.12.2013 p.81).

37.4 Consequences of non-compliance

not applicable

ARTICLE 38 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING

38.1 Communication activities by beneficiaries

38.1.1 General obligation to promote the action and its results

The beneficiaries must promote the action and its results by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.

This does not change the dissemination requirements in Article 29, the confidentiality obligations in Article 36 and the security obligations in Article 37, all of which still apply.

Before engaging in a communication activity expected to have a mainstream media coverage the beneficiaries must inform the Agency (see Article 52).

38.1.2 Information on EU funding — Obligation and right to use the EU emblem

Unless the Agency requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.) must:

- (a) display the European Union emblem and
- (b) include the following statement:

“This project has received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 645651”.

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of their obligations under this Article, the beneficiaries may use the EU emblem without first obtaining approval from the Agency.

This does not, however, give them the right to exclusive use.

Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

38.1.3 Disclaimer excluding *Unknown Granting Authority (31033287)* responsibility

Any communication activity related to the action must indicate that it reflects only the author's view and that the *Unknown Granting Authority (31033287)* is not responsible for any use that may be made of the information it contains.

38.2 Communication activities by the *Unknown Granting Authority (31033287)*

38.2.1 Right to use beneficiaries’ materials, documents or information

The *Unknown Granting Authority (31033287)* may use, for its communication and publicising activities, information relating to the action, documents notably summaries for publication and public

deliverables as well as any other material, such as pictures or audio-visual material that it receives from any beneficiary (including in electronic form).

This does not change the confidentiality obligations in Article 36 and the security obligations in Article 37, all of which still apply.

However, if the *Unknown Granting Authority (31033287)*'s use of these materials, documents or information would risk compromising legitimate interests, the beneficiary concerned may request the *Unknown Granting Authority (31033287)* not to use it (see Article 52).

The right to use a beneficiary's materials, documents and information includes:

- (a) **use for its own purposes** (in particular, making them available to persons working for the *Unknown Granting Authority (31033287)* or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- (c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
- (d) **translation**;
- (e) giving **access in response to individual requests** under Regulation No 1049/2001¹⁰, without the right to reproduce or exploit;
- (f) **storage** in paper, electronic or other form;
- (g) **archiving**, in line with applicable document-management rules, and
- (h) the right to authorise **third parties** to act on its behalf or sub-license the modes of use set out in Points (b),(c),(d) and (f) to third parties if needed for the communication and publicising activities of the *Unknown Granting Authority (31033287)*.

If the right of use is subject to rights of a third party (including personnel of the beneficiary), the beneficiary must ensure that it complies with its obligations under this Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the beneficiaries), the *Unknown Granting Authority (31033287)* will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the *Unknown Granting Authority (31033287)* under conditions.”

¹⁰ Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents, OJ L 145, 31.5.2001, p. 43.

38.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 39 — PROCESSING OF PERSONAL DATA

39.1 Processing of personal data by the *Commission*

Any personal data under the Agreement will be processed by the *Commission* under Regulation No 45/2001¹¹ and according to the ‘notifications of the processing operations’ to the Data Protection Officer (DPO) of the *Commission* (publicly accessible in the DPO register).

Such data will be processed by the ‘**data controller**’ of the *Commission* for the purposes of implementing, managing and monitoring the Agreement (including checks, reviews, audits and investigations; see Article 22).

The persons whose personal data are processed have the right to access and correct their own personal data. For this purpose, they must send any queries about the processing of their personal data to the data controller, via the contact point indicated in the ‘service specific privacy statement (SSPS)’ on the *Unknown Granting Authority (31033287)*'s websites.

They also have the right to have recourse at any time to the European Data Protection Supervisor (EDPS).

39.2 Processing of personal data by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The beneficiaries may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement.

The beneficiaries must inform the personnel whose personal data are collected and processed by the *Commission*. For this purpose, they must provide them with the service specific privacy statement (SSPS) (see above), before transmitting their data to the *Commission*.

39.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under Article 39.2, the *Commission* may apply any of the measures described in Chapter 6.

¹¹ Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L 8, 12.01.2001, p. 1).

ARTICLE 40 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE COMMISSION

The beneficiaries may not assign any of their claims for payment against the *Commission* to any third party, except if approved by the *Commission* on the basis of a reasoned, written request by the coordinator (on behalf of the beneficiary concerned).

If the *Commission* has not accepted the assignment or the terms of it are not observed, the assignment will have no effect on it.

In no circumstances will an assignment release the beneficiaries from their obligations towards the *Commission*.

CHAPTER 5 DIVISION OF BENEFICIARIES' ROLES AND RESPONSIBILITIES

ARTICLE 41 — DIVISION OF BENEFICIARIES' ROLES AND RESPONSIBILITIES

41.1 Roles and responsibilities towards the *Unknown Granting Authority (31033287)*

The beneficiaries have full responsibility for implementing the action and complying with the Agreement.

The beneficiaries are jointly and severally liable for the **technical implementation** of the action as described in Annex 1. If a beneficiary fails to implement its part of the action, the other beneficiaries become responsible for implementing this part (without being entitled to any additional EU funding for doing so), unless the *Unknown Granting Authority (31033287)* expressly relieves them of this obligation.

The **financial responsibility** of each beneficiary is governed by Articles 44, 45 and 46.

41.2 Internal division of roles and responsibilities

The internal roles and responsibilities of the beneficiaries are divided as follows:

(a) Each **beneficiary** must:

- (i) keep information stored in the Beneficiary Register (in the electronic exchange system) up to date (see Article 17);
- (ii) inform the coordinator immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 17);
- (iii) submit to the coordinator in good time:
 - individual financial statements for itself and, if required, certificates on the financial statements (see Article 20);
 - the data needed to draw up the technical reports (see Article 20);

- ethics committee opinions and notifications or authorisations for activities raising ethical issues (see Article 34);
- any other documents or information required by the *Unknown Granting Authority (31033287)* under the Agreement, unless the Agreement requires the beneficiary to submit this information directly to the *Unknown Granting Authority (31033287)*.

(b) The **coordinator** must:

- (i) monitor that the action is implemented properly (see Article 7);
- (ii) act as the intermediary for all communications between the beneficiaries and the *Unknown Granting Authority (31033287)* (in particular, providing the *Unknown Granting Authority (31033287)* with the information described in Article 17), unless the Agreement specifies otherwise;
- (iii) request and review any documents or information required by the *Unknown Granting Authority (31033287)* and verify their completeness and correctness before passing them on to the *Unknown Granting Authority (31033287)*;
- (iv) submit the deliverables and reports to the *Unknown Granting Authority (31033287)* (see Articles 19 and 20);
- (v) ensure that all payments are made to the other beneficiaries without unjustified delay (see Article 21);
- (vi) inform the *Unknown Granting Authority (31033287)* of the amounts paid to each beneficiary, when required under the Agreement (see Articles 44 and 50) or requested by the *Unknown Granting Authority (31033287)*.

The coordinator may not delegate the above-mentioned tasks to any other beneficiary or subcontract them to any third party.

41.3 Internal arrangements between beneficiaries — Consortium agreement

not applicable

41.4 Relationship with complementary beneficiaries — Collaboration agreement

Not applicable

41.5 Relationship with partners of a joint action — Coordination agreement

Not applicable

CHAPTER 6 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY
— PENALTIES — DAMAGES — SUSPENSION — TERMINATION — FORCE
MAJEURE

SECTION 1 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY
— PENALTIES

ARTICLE 42 — REJECTION OF INELIGIBLE COSTS

42.1 Conditions

42.1.1 The *Commission* will — at the time of an **interim payment, at the payment of the balance or afterwards** — reject any costs which are ineligible (see Article 6), in particular following checks, reviews, audits or investigations (see Article 22).

42.1.2 The rejection may also be based on the **extension of findings from other grants to this grant**, under the conditions set out in Article 22.5.2.

42.2 Ineligible costs to be rejected — Calculation — Procedure

Ineligible costs will be rejected in full.

If the *Commission* rejects costs **without reduction of the grant** (see Article 43) or **recovery of undue amounts** (see Article 44), it will formally notify the coordinator or beneficiary concerned the rejection of costs, the amounts and the reasons why (if applicable, together with the notification of amounts due; see Article 21.5). The coordinator or beneficiary concerned may — within 30 days of receiving notification — formally notify the *Commission* of its disagreement and the reasons why.

If the *Commission* rejects costs **with reduction of the grant** or **recovery of undue amounts**, it will formally notify the rejection in the ‘**pre-information letter**’ on reduction or recovery set out in Articles 43 and 44.

42.3 Effects

If the *Commission* rejects costs at the time of an **interim payment or the payment of the balance**, it will deduct them from the total eligible costs declared, for the action, in the periodic or final summary financial statement as set out in Articles 21.3 or 21.4 statement (see Articles 20.3 and 20.4). It will then calculate the interim payment or payment of the balance.

If the *Commission* — **after an interim payment but before the payment of the balance** — rejects costs declared in a periodic summary financial statement, it will deduct them from the total eligible costs declared, for the action, in the next periodic summary financial statement or in the final summary financial statement. It will then calculate the interim payment or payment of the balance as set out in Articles 21.3 or 21.4.

If the *Commission* rejects costs **after the payment of the balance**, it will deduct the amount rejected from the total eligible costs declared, by the beneficiary, in the final summary financial statement. It will then calculate the revised final grant amount as set out in Article 5.4.

ARTICLE 43 — REDUCTION OF THE GRANT

43.1 Conditions

43.1.1 The *Commission* may — **at the payment of the balance or afterwards** — reduce the maximum grant amount (see Article 5.1), if the action has not been implemented properly as described in Annex 1 or another obligation under the Agreement has been breached.

43.1.2 The *Commission* may also reduce the maximum grant amount on the basis of the **extension of findings from other grants to this grant**, under the conditions set out in Article 22.5.2.

43.2 Amount to be reduced — Calculation — Procedure

The amount of the reduction will be proportionate to the improper implementation of the action or to the seriousness of the breach.

Before reduction of the grant, the *Commission* will formally notify a ‘**pre-information letter**’ to the coordinator or beneficiary concerned:

- informing it of its intention to reduce the grant, the amount it intends to reduce and the reasons why and
- inviting it to submit observations within 30 days of receiving notification

If the *Commission* does not receive any observations or decides to pursue reduction despite the observations it has received, it will formally notify **confirmation** of the reduction (if applicable, together with the notification of amounts due; see Article 21).

43.3 Effects

If the *Commission* reduces the grant at the time of **the payment of the balance**, it will calculate the reduced grant amount for the action and then determine the amount due as payment of the balance (see Articles 5.3.4 and 21.4).

If the *Commission* reduces the grant **after the payment of the balance**, it will calculate the revised final grant amount for the beneficiary concerned (see Article 5.4). If the revised final grant amount for the beneficiary concerned is lower than its share of the final grant amount, the *Commission* will recover the difference (see Article 44).

ARTICLE 44 — RECOVERY OF UNDUE AMOUNTS

44.1 Amount to be recovered — Calculation — Procedure

The *Commission* will — after **termination of the participation of a beneficiary, at the payment of the balance or afterwards** — recover any amount that was paid but is not due under the Agreement.

Each beneficiary’s financial responsibility in case of recovery is limited to its own debt, except for the amount retained for the Guarantee Fund (see Article 21.4).

44.1.1 Recovery after termination of a beneficiary’s participation

If recovery takes place after termination of a beneficiary's participation (including the coordinator), the *Commission* will recover the undue amount from the beneficiary concerned by formally notifying it a debit note (see Article 50.2 and 50.3). This note will specify the amount to be recovered, the terms and the date for payment.

If payment is not made by the date specified in the debit note, the *Commission* will **recover** the amount:

(a) by '**offsetting**' it — without the beneficiary's consent — against any amounts owed to the beneficiary concerned by the *Commission or an executive agency (from the EU or Euratom budget)*.

In exceptional circumstances, to safeguard the *EU's* financial interests, the *Commission* may offset before the payment date specified in the debit note;

(b) *not applicable, and/or*

(c) by **taking legal action** or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) (see Article 57).

If payment is not made by the date specified in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the payment date in the debit note, up to and including the date the *Commission* receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC¹² applies.

44.1.2 Recovery at payment of the balance

If the payment of the balance takes the form of a recovery (see Article 21.4), the *Commission* will formally notify a '**pre-information letter**' to the coordinator:

- informing it of its intention to recover, the amount due as the balance and the reasons why;
- specifying that it intends to deduct the amount to be recovered from the amount retained for the Guarantee Fund;
- requesting the coordinator to submit a report on the distribution of payments to the beneficiaries within 30 days of receiving notification, and
- inviting the coordinator to submit observations within 30 days of receiving notification.

If no observations are submitted or the *Commission* decides to pursue recovery despite the observations it has received, it will **confirm recovery** (together with the notification of amounts due; see Article 21.5) and:

¹² Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC (OJ L 319, 05.12.2007, p. 1).

- pay the difference between the amount to be recovered and the amount retained for the Guarantee Fund, **if the difference is positive** or
- formally notify to the coordinator a **debit note** for the difference between the amount to be recovered and the amount retained for the Guarantee Fund, **if the difference is negative**. This note will also specify the terms and the date for payment.

If the coordinator does not repay the *Commission* by the date in the debit note and has not submitted the report on the distribution of payments: the *Commission* will **recover** the amount set out in the debit note from the coordinator (see below).

If the coordinator does not repay the *Commission* by the date in the debit note, but has submitted the report on the distribution of payments: the *Commission* will:

- (a) identify the beneficiaries for which the amount calculated as follows is negative:

{ { {beneficiary's costs declared in the final summary financial statement and approved by the *Commission* multiplied by the reimbursement rate set out in Article 5.2 for the beneficiary concerned}

divided by

the EU contribution for the action calculated according to Article 5.3.1 }

multiplied by

the final grant amount (see Article 5.3)},

minus

{pre-financing and interim payments received by the beneficiary} }.

- (b) formally notify to each beneficiary identified according to point (a) a **debit note** specifying the terms and date for payment. The amount of the debit note is calculated as follows:

{ {amount calculated according to point (a) for the beneficiary concerned

divided by

the sum of the amounts calculated according to point (a) for all the beneficiaries identified according to point (a)}

multiplied by

the amount set out in the debit note formally notified to the coordinator}.

If payment is not made by the date specified in the debit note, the *Commission* will **recover** the amount:

- (a) by **offsetting** it — without the beneficiary's consent — against any amounts owed to the beneficiary concerned by the *Commission* or an executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the the *EU's* financial interests, the *Commission* may offset before the payment date specified in the debit note;

(b) by **drawing on the Guarantee Fund**. The *Commission* will formally notify the beneficiary concerned the debit note on behalf of the Guarantee Fund and recover the amount:

(i) *not applicable*,

(ii) by **taking legal action** or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) (see Article 57).

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the payment date in the debit note, up to and including the date the *Commission* receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

44.1.3 Recovery of amounts after payment of the balance

If, for a beneficiary, the revised final grant amount (see Article 5.4) is lower than its share of the final grant amount, it must repay the difference to the *Commission*.

The beneficiary's share of the final grant amount is calculated as follows:

{ {beneficiary's costs declared in the final summary financial statement and approved by the *Commission* multiplied by the reimbursement rate set out in Article 5.2 for the beneficiary concerned}

divided by

the EU contribution for the action calculated according to Article 5.3.1 }

multiplied by

the final grant amount (see Article 5.3) }.

If the coordinator has not distributed amounts received (see Article 21.7), the *Commission* will also recover these amounts.

The *Commission* will formally notify a **pre-information letter** to the beneficiary concerned:

- informing it of its intention to recover, the due amount and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If no observations are submitted or the *Commission* decides to pursue recovery despite the observations it has received, it will **confirm** the amount to be recovered and formally notify to the beneficiary concerned a **debit note**. This note will also specify the terms and the date for payment.

If payment is not made by the date specified in the debit note, the *Commission* will **recover** the amount:

- (a) by **offsetting** it — without the beneficiary's consent — against any amounts owed to the beneficiary concerned by the *Commission or an executive agency (from the EU or Euratom budget)*.

In exceptional circumstances, to safeguard the *EU's* financial interests, the *Commission* may offset before the payment date specified in the debit note;

- (b) by **drawing on the Guarantee Fund**. The *Commission* will formally notify the beneficiary concerned the debit note on behalf of the Guarantee Fund and recover the amount:

- (i) *not applicable*

- (ii) by **taking legal action** or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) (see Article 57).

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the date for payment in the debit note, up to and including the date the *Commission* receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

ARTICLE 45 — ADMINISTRATIVE AND FINANCIAL PENALTIES

45.1 Conditions

Under Articles 109 and 131(4) of the Financial Regulation No 966/2012, the *Commission* may impose **administrative** and **financial penalties** if a beneficiary:

- (a) has committed substantial errors, irregularities or fraud or is in serious breach of its obligations under the Agreement or
- (b) has made false declarations about information required under the Agreement or for the submission of the proposal (or has not supplied such information).

Each beneficiary is responsible for paying the financial penalties imposed on it.

Under Article 109(3) of the Financial Regulation No 966/2012, the *Commission* may — under certain conditions and limits — publish decisions imposing administrative or financial penalties.

45.2 Duration — Amount of penalty — Calculation

Administrative penalties exclude the beneficiary from all contracts and grants financed from the EU or Euratom budget for a maximum of five years from the date the infringement is established by the *Commission*.

If the beneficiary commits another infringement within five years of the date the first infringement is established, the *Commission* may extend the exclusion period up to 10 years.

Financial penalties will be between 2% and 10% of the maximum EU contribution indicated, for the beneficiary concerned, in the estimated budget (see Annex 2).

If the beneficiary commits another infringement within five years of the date the first infringement is established, the *Commission* may increase the rate of financial penalties to between 4% and 20%.

45.3 Procedure

Before applying a penalty, the *Commission* will formally notify the beneficiary concerned:

- informing it of its intention to impose a penalty, its duration or amount and the reasons why and
- inviting it to submit observations within 30 days.

If the *Commission* does not receive any observations or decides to impose the penalty despite of observations it has received, it will formally notify **confirmation** of the penalty to the beneficiary concerned and — in case of financial penalties — deduct the penalty from the payment of the balance or formally notify a **debit note**, specifying the amount to be recovered, the terms and the date for payment.

If payment is not made by the date specified in the debit note, the *Commission* may **recover** the amount:

- (a) by **offsetting** it — without the beneficiary's consent — against any amounts owed to the beneficiary concerned by the *Commission* or an executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU's financial interests, the *Commission* may offset before the payment date specified in the debit note;

- (b) by **taking legal action** or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) (see Article 57).

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the payment date in the debit note, up to and including the date the *Commission* receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

SECTION 2 LIABILITY FOR DAMAGES

ARTICLE 46 — LIABILITY FOR DAMAGES

46.1 Liability of the *Commission*

The *Commission* cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of implementing the Agreement, including for gross negligence.

The *Commission* cannot be held liable for any damage caused by any of the beneficiaries or third parties involved in the action, as a consequence on implementing the Agreement.

46.2 Liability of the beneficiaries

46.2.1 Conditions

Except in case of force majeure (see Article 51), the beneficiaries must compensate the *Commission* for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement.

Each beneficiary is responsible for paying the damages claimed from it.

46.2.2 Amount of damages - Calculation

The amount the *Commission* can claim from a beneficiary will correspond to the damage caused by that beneficiary.

46.2.3 Procedure

Before claiming damages, the *Commission* will formally notify the beneficiary concerned:

- informing it of its intention to claim damages, the amount and the reasons why and
- inviting it to submit observations within 30 days.

If the *Commission* does not receive any observations or decides to claim damages despite the observations it has received, it will formally notify **confirmation** of the claim for damages and a **debit note**, specifying the amount to be recovered, the terms and the date for payment.

If payment is not made by the date specified in the debit note, the *Commission* may **recover** the amount:

- (a) by **offsetting** it — without the beneficiary's consent — against any amounts owed to the beneficiary concerned by the *Commission or an executive agency (from the EU or Euratom budget)*.

In exceptional circumstances, to safeguard the *EU's* financial interests, the *Commission* may offset before the payment date specified in the debit note;

- (b) by **taking legal action** or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) (see Article 57).

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the payment date in the debit note, up to and including the date the *Commission* receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

SECTION 3 SUSPENSION AND TERMINATION

ARTICLE 47 — SUSPENSION OF PAYMENT DEADLINE

47.1 Conditions

The *Commission* may — at any moment — suspend the payment deadline (see Article 21.2 to 21.4) if a request for payment (see Article 20) cannot be approved because:

- (a) it does not comply with the provisions of the Agreement (see Article 20);
- (b) the technical reports or financial reports have not been submitted or are not complete or additional information is needed, or
- (c) there is doubt about the eligibility of the costs declared in the financial statements and additional checks, reviews, audits or investigations are necessary.

47.2 Procedure

The *Commission* will formally notify the coordinator of the suspension and the reasons why.

The suspension will **take effect** the day notification is sent by the *Commission* (see Article 52).

If the conditions for suspending the payment deadline are no longer met, the suspension will be **lifted** — and the remaining period will resume.

If the suspension exceeds two months, the coordinator may request the *Commission* if the suspension will continue.

If the payment deadline has been suspended due to the non-compliance of the technical or financial reports (see Article 20) and the revised report or statement is not submitted or was submitted but is also rejected, the *Commission* may also terminate the Agreement or the participation of the beneficiary (see Article 50.3.1(l)).

ARTICLE 48 — SUSPENSION OF PAYMENTS

48.1 Conditions

The *Commission* may — at any moment — suspend, in whole or in part, the pre-financing payment and interim payments for one or more beneficiaries or the payment of the balance for all beneficiaries, if a beneficiary:

- (a) has committed or is suspected of having committed substantial errors, irregularities, fraud or serious breach of obligations in the award procedure or under this Agreement or
- (b) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 22.5.2).

48.2 Procedure

Before suspending payments, the *Commission* will formally notify the coordinator:

- informing it of its intention to suspend payments and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the *Commission* does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the suspension procedure is not continued.

The suspension will **take effect** the day the confirmation notification is sent by the *Commission*.

If the conditions for resuming payments are met, the suspension will be **lifted**. The *Commission* will formally notify the coordinator.

During the suspension, the periodic report(s) (see Article 20.3) must not contain any individual financial statements from the beneficiary concerned. When the *Commission* resumes payments, the coordinator may include them in the next periodic report.

The beneficiaries may suspend implementation of the action (see Article 49.1) or terminate the Agreement or the participation of the beneficiary concerned (see Article 50.1 and 50.2).

ARTICLE 49 — SUSPENSION OF THE ACTION IMPLEMENTATION

49.1 Suspension of the action implementation, by the beneficiaries

49.1.1 Conditions

The beneficiaries may suspend implementation of the action or any part of it, if exceptional circumstances — in particular *force majeure* (see Article 51) — make implementation impossible or excessively difficult.

49.1.2 Procedure

The coordinator must immediately formally notify to the *Commission* the suspension (see Article 52), stating:

- the reasons why and
- the expected date of resumption.

The suspension will **take effect** the day this notification is received by the *Commission*.

Once circumstances allow for implementation to resume, the coordinator must immediately formally notify the *Commission* and request an **amendment** of the Agreement to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 55) — unless the Agreement or the participation of a beneficiary has been terminated (see Article 50).

The suspension will be **lifted** with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during suspension of the action implementation are not eligible (see Article 6).

49.2 Suspension of the action implementation, by the *Commission*

49.2.1 Conditions

The *Commission* may suspend implementation of the action or any part of it:

- (a) if a beneficiary has committed or is suspected of having committed substantial errors, irregularities, fraud or serious breach of obligations in the award procedure or under this Agreement;
- (b) if a beneficiary has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 22.5.2), or
- (c) if the action is suspected of having lost its scientific or technological relevance.

49.2.2 Procedure

Before suspending implementation of the action, the *Commission* will formally notify the coordinator:

- informing it of its intention to suspend the implementation and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the *Commission* does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the procedure is not continued.

The suspension will **take effect** five days after confirmation notification is received by the coordinator (or on a later date specified in the notification).

It will be **lifted** if the conditions for resuming implementation of the action are met.

The coordinator will be formally notified of the lifting and the Agreement will be **amended** to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 55) — unless the Agreement has already been terminated (see Article 50).

The suspension will be lifted with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during suspension are not eligible (see Article 6).

The beneficiaries may not claim damages due to suspension by the *Commission* (see Article 46).

Suspension of the action implementation does not affect the *Unknown Granting Authority (31033287)*'s right to terminate the Agreement or participation of a beneficiary (see Article 50), reduce the grant or recover amounts unduly paid (see Articles 43 and 44).

ARTICLE 50 — TERMINATION OF THE AGREEMENT OR OF PARTICIPATION FOR ONE OR MORE BENEFICIARIES

50.1 Termination of the Agreement by the beneficiaries

50.1.1 Conditions and procedure

The beneficiaries may terminate the Agreement.

The coordinator must formally notify termination to the *Commission* (see Article 52), stating:

- the reasons why and
- the date the termination will take effect. This date must be after the notification.

If no reasons are given or if the *Commission* considers the reasons do not justify termination, the Agreement will be considered to have been '**terminated improperly**'.

The termination will **take effect** on the day specified in the notification.

50.1.2 Effects

The coordinator must — within 60 days from when termination takes effect — submit:

- (i) a periodic report (for the open reporting period until termination; see Article 20.3) and
- (ii) the final report (see Article 20.4).

If the *Commission* does not receive the reports within the deadline (see above), only costs which are included in an approved periodic report will be taken into account.

The *Commission* will **calculate** the final grant amount (see Article 5.3) and the balance (see Article 21.4) on the basis of the reports submitted. Only costs incurred until termination are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

Improper termination may lead to a reduction of the grant (see Article 43).

After termination, the beneficiaries' obligations (in particular Articles 20, 22, 23, Section 3 of Chapter 4, 36, 37, 38 and 40) continue to apply.

50.2 Termination of participation for one or more beneficiaries, by the beneficiaries

50.2.1 Conditions and procedure

The participation of one or more beneficiaries may be terminated by the coordinator, on request of the beneficiary concerned or on behalf of the other beneficiaries.

The coordinator must formally notify termination to the *Commission* (see Article 52) and inform the beneficiary concerned.

If the coordinator's participation is terminated without its agreement, the formal notification must be done by another beneficiary (acting on behalf of the other beneficiaries).

The notification must include:

- the reasons why;
- the opinion of the beneficiary concerned (or proof that this opinion has been requested in writing);
- the date the termination takes effect. This date must be after the notification, and
- a request for amendment (see Article 55), with a proposal for reallocation of the tasks and the estimated budget of the beneficiary concerned (see Annexes 1 and 2) and, if necessary, the addition of one or more new beneficiaries (see Article 56). If termination takes effect after the period set out in Article 3, no request for amendment must be included unless the beneficiary concerned is the coordinator. In this case, the request for amendment must propose a new coordinator.

If this information is not given or if the *Commission* considers that the reasons do not justify termination, the participation will be considered to have been **terminated improperly**.

The termination will **take effect** on the day specified in the notification.

50.2.2 Effects

The coordinator must — within 30 days from when termination takes effect — submit:

- (i) a report on the distribution of payments to the beneficiary concerned and
- (ii) if termination takes effect during the period set out in Article 3, a '**termination report**' from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, an overview of the use of resources, the individual financial statement and, if applicable, the certificate on the financial statement (see Article 20.3 and 20.4).

The information in the termination report must also be included in the periodic report for the next reporting period (see Article 20.3).

If the request for amendment is rejected by the *Commission*, because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants the Agreement may be terminated according to Article 50.3.1(c).

If the request for amendment is accepted by the *Commission*, the Agreement is **amended** to introduce the necessary changes (see Article 55).

The *Commission* will **calculate** — on the basis of the periodic reports, the termination report and the report on the distribution of payments — if the (pre-financing and interim) payments received by the beneficiary concerned exceed the beneficiary's EU contribution (calculated by applying the reimbursement rate(s) to the eligible costs declared by the beneficiary and approved by the *Commission*). Only costs incurred by the beneficiary concerned until termination takes effect are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

- If the payments received **exceed the amounts due**:
 - if termination takes effect during the period set out in Article 3 and the request for amendment is accepted, the beneficiary concerned must repay to the coordinator the amount unduly received. The *Commission* will formally notify the amount unduly received and request the beneficiary concerned to repay it to the coordinator within 30 days of receiving notification. If it does not repay the coordinator, the *Commission* will draw upon the Guarantee Fund to pay the coordinator and then notify a **debit note** on behalf of the Guarantee Fund to the beneficiary concerned (see Article 44);
 - in all other cases (in particular if termination takes effect after the period set out in Article 3), the *Commission* will formally notify a **debit note** to the beneficiary concerned. If payment is not made by the date in the debit note, the Guarantee Fund will pay to the *Commission* the amount due and the *Commission* will notify a debit note on behalf of the Guarantee Fund to the beneficiary concerned (see Article 44);
 - if the beneficiary concerned is the former coordinator, it must repay the new coordinator according to the procedure above, unless:
 - termination is after an interim payment and
 - the former coordinator has not distributed amounts received as pre-financing or interim payments (see Article 21.7).

In this case, the *Commission* will formally notify a **debit note** to the former coordinator. If payment is not made by the date in the debit note, the Guarantee Fund will pay to the *Commission* the amount due. The *Commission* will then pay the new coordinator and notify a debit note on behalf of the Guarantee Fund to the former coordinator (see Article 44).

- If the payments received **do not exceed the amounts due**: amounts owed to the beneficiary concerned will be included in the next interim or final payment.

If the *Commission* does not receive the termination report within the deadline (see above), only costs included in an approved periodic report will be taken into account.

If the *Commission* does not receive the report on the distribution of payments within the deadline (see above), it will consider that:

- the coordinator did not distribute any payment to the beneficiary concerned and that
- the beneficiary concerned must not repay any amount to the coordinator.

Improper termination may lead to a reduction of the grant (see Article 43) or termination of the Agreement (see Article 50).

After termination, the concerned beneficiary's obligations (in particular Articles 20, 22, 23, Section 3 of Chapter 4, 36, 37, 38 and 40) continue to apply.

50.3 Termination of the Agreement or participation for one or more beneficiaries, by the *Commission*

50.3.1 Conditions

The *Commission* may terminate the Agreement or the participation of one or more beneficiaries, if:

- (a) one or more beneficiaries do not accede to the Agreement (see Article 56);
- (b) a change to their legal, financial, technical, organisational or ownership situation is likely to substantially affect or delay the implementation of the action or calls into question the decision to award the grant;
- (c) following termination of participation for one or more beneficiaries (see above), the necessary changes to the Agreement would call into question the decision awarding the grant or breach the principle of equal treatment of applicants (see Article 55);
- (d) implementation of the action is prevented by force majeure (see Article 51) or suspended by the coordinator (see Article 49.1) and either:
 - (i) resumption is impossible, or
 - (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or breach the principle of equal treatment of applicants;
- (e) a beneficiary is declared bankrupt, being wound up, having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is subject to any other similar proceedings or procedures under national law;
- (f) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has been found guilty of professional misconduct, proven by any means;
- (g) a beneficiary does not comply with the applicable national law on taxes and social security;
- (h) the action has lost scientific or technological relevance;
- (i) *not applicable*;
- (j) *not applicable*;

- (k) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed fraud, corruption, or is involved in a criminal organisation, money laundering or any other illegal activity affecting the *EU*'s financial interests;
- (l) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has — in the award procedure or under the Agreement — committed:
 - (i) substantial errors, irregularities, fraud or
 - (ii) serious breach of obligations, including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles;
- (m) a beneficiary has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**'extension of findings from other grants to this grant'**).

50.3.2 Procedure

Before terminating the Agreement or participation of one or more beneficiaries, the *Commission* will formally notify the coordinator:

- informing it of its intention to terminate and the reasons why and
- inviting it, within 30 days of receiving notification, to submit observations and — in case of Point (l.ii) above — to inform the *Commission* of the measures to ensure compliance with the obligations under the Agreement.

If the *Commission* does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify to the coordinator **confirmation** of the termination and the date it will take effect. Otherwise, it will formally notify that the procedure is not continued.

The termination will **take effect**:

- for terminations under Points (b), (c), (e), (g), (h), (j), and (l.ii) above: on the day specified in the notification (see above);
- for terminations under Points (a), (d), (f), (i), (k), (l.i) and (m) above: on the day after notification is received by the coordinator.

50.3.3 Effects

(a) for **termination of the Agreement**:

The coordinator must — within 60 days from when termination takes effect — submit:

- (i) a periodic report (for the last open reporting period until termination; see Article 20.3) and
- (ii) a final report (see Article 20.4).

If the Agreement is terminated for breach of the obligation to submit the reports (see Articles 20.8 and 50.3.1(l)), the coordinator may not submit any reports after termination.

If the *Commission* does not receive the reports within the deadline (see above), only costs which are included in an approved periodic report will be taken into account.

The *Commission* will **calculate** the final grant amount (see Article 5.3) and the balance (see Article 21.4) on the basis of the reports submitted. Only costs incurred until termination takes effect are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

This does not affect the *Commission's* right to reduce the grant (see Article 43) or to impose administrative and financial penalties (Article 45).

The beneficiaries may not claim damages due to termination by the *Commission* (see Article 46).

After termination, the beneficiaries' obligations (in particular Articles 20, 22, 23, Section 3 of Chapter 4, 36, 37, 38 and 40) continue to apply.

(b) for **termination of the participation of one or more beneficiaries**:

The coordinator must — within 60 days from when termination takes effect — submit:

- (i) a report on the distribution of payments to the beneficiary concerned;
- (ii) a request for amendment (see Article 55), with a proposal for reallocation of the tasks and estimated budget of the beneficiary concerned (see Annexes 1 and 2) and, if necessary, the addition of one or more new beneficiaries (see Article 56). If termination is notified after the period set out in Article 3, no request for amendment must be submitted unless the beneficiary concerned is the coordinator. In this case the request for amendment must propose a new coordinator, and
- (iii) if termination takes effect during the period set out in Article 3, a **termination report** from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, an overview of the use of resources, the individual financial statement and, if applicable, the certificate on the financial statement (see Article 20).

The information in the termination report must also be included in the periodic report for the next reporting period (see Article 20.3).

If the request for amendment is rejected by the *Commission* because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants, the Agreement may be terminated according to Article 50.3.1(c).

If the request for amendment is accepted by the *Commission*, the Agreement is **amended** to introduce the necessary changes (see Article 55).

The *Commission* will **calculate** — on the basis of the periodic reports, the termination report and the report on the distribution of payments — if the (pre-financing and interim) payments received by the beneficiary concerned exceed the beneficiary's EU contribution (calculated by applying the reimbursement rate(s) to the eligible costs declared by the beneficiary and approved by the *Commission*). Only costs incurred by the beneficiary concerned until termination takes effect are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

- If the payments received **exceed the amounts due**:
 - if termination takes effect during the period set out in Article 3 and the request for amendment is accepted, the beneficiary concerned must repay to the coordinator the amount unduly received. The *Commission* will formally notify the amount unduly received and request the beneficiary concerned to repay it to the coordinator within 30 days of receiving notification. If it does not repay the coordinator, the *Commission* will draw upon the Guarantee Fund to pay the coordinator and then notify a debit note on behalf of the Guarantee Fund to the beneficiary concerned (see Article 44);
 - in all other cases, in particular if termination takes effect after the period set out in Article 3, the *Commission* will formally notify a **debit note** to the beneficiary concerned. If payment is not made by the date in the debit note, the Guarantee Fund will pay to the *Commission* the amount due and the *Commission* will notify a debit note on behalf of the Guarantee Fund to the beneficiary concerned (see Article 44);
 - if the beneficiary concerned is the former coordinator, it must repay the new coordinator the amount unduly received, unless:
 - termination takes effect after an interim payment and
 - the former coordinator has not distributed amounts received as pre-financing or interim payments (see Article 21.7)

In this case, the *Commission* will formally notify a **debit note** to the former coordinator. If payment is not made by the date in the debit note, the Guarantee Fund will pay to the *Commission* the amount due. The *Commission* will then pay the new coordinator and notify a debit note on behalf of the Guarantee Fund to the former coordinator (see Article 44).

- If the payments received **do not exceed the amounts due**: amounts owed to the beneficiary concerned will be included in the next interim or final payment.

If the *Commission* does not receive the termination report within the deadline (see above), only costs included in an approved periodic report will be taken into account.

If the *Commission* does not receive the report on the distribution of payments within the deadline (see above), it will consider that:

- the coordinator did not distribute any payment to the beneficiary concerned, and that
- the beneficiary concerned must not repay any amount to the coordinator.

After termination, the concerned beneficiary's obligations (in particular Articles 20, 22, 23, Section 3 of Chapter 4, 36, 37, 38 and 40) continue to apply.

SECTION 4 FORCE MAJEURE

ARTICLE 51 — FORCE MAJEURE

51.1 Force majeure

'Force majeure' means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties' control,
- was not due to error or negligence on their part (or on the part of third parties involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as force majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
- labour disputes or strikes, or
- financial difficulties.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

The party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

CHAPTER 7 FINAL PROVISIONS

ARTICLE 52 — COMMUNICATION BETWEEN THE PARTIES

52.1 Form and means of communication

Communication under the Agreement (information, requests, submissions, ‘formal notifications’, etc.) must:

- be made in writing and
- bear the number of the Agreement.

Until the payment of the balance: all communication must be made through the electronic exchange system and using the forms and templates provided there.

After the payment of the balance: formal notifications must be made by registered post with proof of delivery (‘formal notification on paper’).

Communications in the electronic exchange system must be made by persons authorised according to the ‘Terms and Conditions of Use of the electronic exchange system’. For naming the authorised persons, each beneficiary must have designated to the *Commission* — before the signature of this Agreement — a ‘Legal Entity Appointed Representative (LEAR)’. The role and tasks of the LEAR are stipulated in his/her appointment letter (see Terms and Conditions of Use of the electronic exchange system).

If the electronic exchange system is temporarily unavailable, instructions will be given on the *Unknown Granting Authority (31033287)*'s websites.

52.2 Date of communication

Communications are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the electronic exchange system).

Formal notifications through the **electronic** exchange system are considered to have been made when they are received by the receiving party (i.e. on the date and time of acceptance by the receiving party, as indicated by the time stamp). A formal notification that has not been accepted within 10 days after sending is considered to have been accepted.

Formal notifications **on paper** sent by **registered post** with proof of delivery (only after the payment of the balance) are considered to have been made on either:

- the delivery date registered by the postal service or
- the deadline for collection at the post office.

If the electronic exchange system is temporarily unavailable, the sending party cannot be considered in breach of its obligation to send a communication within a specified deadline.

52.3 Addresses for communication

The **electronic** exchange system must be accessed via the following URL:

<https://ec.europa.eu/research/participants/portal/desktop/en/projects/>

The *Commission* will formally notify the coordinator and beneficiaries in advance any changes to this URL.

Formal notifications on paper (only after the payment of the balance) addressed **to the *Commission*** must be sent to the following address:

*European Commission
Research Executive Agency (REA)
Marie Skłodowska-Curie Research and Innovation Staff Exchanges
COV2 15/039
B-1049 Brussels Belgium*

Formal notifications on paper (only after the payment of the balance) addressed **to the beneficiaries** must be sent to their legal address as specified in the Beneficiary Register (in the electronic exchange system).

ARTICLE 53 — INTERPRETATION OF THE AGREEMENT

53.1 Precedence of the Terms and Conditions over the Annexes

The provisions in the Terms and Conditions of the Agreement take precedence over its Annexes.

The provisions in Annex 2 take precedence over Annex 1.

53.2 Privileges and immunities

not applicable

ARTICLE 54 — CALCULATION OF PERIODS, DATES AND DEADLINES

In accordance with Regulation No 1182/71¹³, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

The day during which that event occurs is not considered as falling within the period.

ARTICLE 55 — AMENDMENTS TO THE AGREEMENT

55.1 Conditions

The Agreement may be amended, unless the amendment entails changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

Amendments may be requested by any of the parties.

¹³ Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8.6.1971, p. 1).

55.2 Procedure

The party requesting an amendment must submit a request for amendment signed in the electronic exchange system (see Article 52).

The coordinator submits and receives requests for amendment on behalf of the beneficiaries (see Annex 3).

If a change of coordinator is requested without its agreement, the submission must be done by another beneficiary (acting on behalf of the other beneficiaries).

The request for amendment must include:

- the reasons why;
- the appropriate supporting documents;
- for a change of coordinator without its agreement: the opinion of the coordinator (or proof that this opinion has been requested in writing).

The *Commission* may request additional information.

If the party receiving the request agrees, it must sign the amendment in the electronic exchange system within 45 days of receiving notification (or any additional information the *Commission* has requested). If it does not agree, it must formally notify its disagreement within the same deadline. The deadline may be extended, if necessary for the assessment of the request. If no notification is received within the deadline, the request is considered to have been rejected.

An amendment **enters into force** on the day of the signature of the receiving party.

An amendment **takes effect** on the date agreed by the parties or, in the absence of such an agreement, on the date on which the amendment enters into force.

ARTICLE 56 — ACCESSION TO THE AGREEMENT

56.1 Accession of the beneficiaries mentioned in the Preamble

The other beneficiaries must accede to the Agreement by signing the Accession Form (see Annex 3) in the electronic exchange system (see Article 52), within 30 days after its entry into force (see Article 58).

They will assume the rights and obligations under the Agreement with effect from the date of its entry into force (see Article 58).

If a beneficiary does not accede to the Agreement within the above deadline, the coordinator must — within 30 days — request an amendment to make any changes necessary to ensure proper implementation of the action. This does not affect the *Unknown Granting Authority (31033287)*'s right to terminate the Agreement (see Article 50).

56.2 Addition of new beneficiaries

In justified cases, the beneficiaries may request the addition of a new beneficiary.

For this purpose, the coordinator must submit a request for amendment in accordance with Article 55. It must include an Accession Form (see Annex 3) signed by the new beneficiary in the electronic exchange system (see Article 52).

New beneficiaries must assume the rights and obligations under the Agreement with effect from the date of their accession specified in the Accession Form (see Annex 3).

ARTICLE 57 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

57.1 Applicable law

The Agreement is governed by the applicable EU law, supplemented if necessary by the law of Belgium.

57.2 Dispute settlement

If a dispute concerning the interpretation, application or validity of the Agreement cannot be settled amicably, the General Court — or, on appeal, the Court of Justice of the European Union — has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU).

If a dispute concerns offsetting or an enforceable decision under Article 299 TFEU (see Articles 44, 45 and 46), the beneficiaries must bring action before the General Court — or, on appeal, the Court of Justice of the European Union — under Article 263 TFEU.

ARTICLE 58 — ENTRY INTO FORCE OF THE AGREEMENT

The Agreement will enter into force on the day of signature by the *Commission* or the coordinator, depending on which is later.

SIGNATURES

For the coordinator

For the *Commission*



**MSCA-RISE-2014: Marie Skłodowska-Curie
Research and Innovation Staff Exchange (RISE)**

Grant agreement for: Marie Skłodowska-Curie Research and Innovation Staff Exchange (RISE)

Annex 1 - Description of Action

Action acronym: MAPS-LED

Action full title: "Multidisciplinary Approach to Plan Smart Specialisation Strategies for Local Economic Development"

Grant agreement no: 645651

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1.1. The project summary

Project Number ¹	645651	Project Acronym ²	MAPS-LED
One form per project			
General information			
Project title ³	Multidisciplinary Approach to Plan Smart Specialisation Strategies for Local Economic Development		
Starting date ⁴	01/04/2015		
Duration in months ⁵	48		
Call (part) identifier ⁶	H2020-MSCA-RISE-2014		
Topic	MSCA-RISE-2014 Marie Skłodowska-Curie Research and Innovation Staff Exchange (RISE)		
Fixed EC Keywords	Urbanization and urban planning, cities, Competitiveness, innovation, research and development, Urban and regional economics, Spatial and regional planning, Economic geography		
Free keywords	Cluster policy, Smart Specialisation, spatial indicators, mapping smart specialisation		
Abstract ⁷			
<p>The joint Exchange programme is based on a research proposal finalized to examine how smart specialization strategies (S3) to regenerate local economic areas can be implemented, according to the new agenda of Europe 2020. This can be largely achieved by incorporating a place-based dimension. The main aim is to identify and prescribe the implementation S3 in terms of spatial, social and environmental factors. The programme will map out local needs and opportunities in a variety of contexts which could drive regional policy interventions. The resulting S3 will not only emphasize “Key Enable Technologies”, but will also empower the local innovation process. Elements gained from the preceding CLUDs project such as tacit knowledge, embedded social networks, and innovative milieu will ensure that the proposed S3 for each area is successful. The proposal intends to apply a Multidisciplinary Approach to Plan Smart Specialization Strategies in a prospective to enhance Local Economic Development (MAPS-LED). The MAPS-LED place-based framework will include two important drivers: 1. Cluster policy, 2. Innovative milieu in terms of the local value chains based on the urban-rural linkages The MAPS-LED project will be built in order to connect three important key-factors: Governance; Localization; Territorial network. The S3 in a MAPS-LED perspective will be visualized through appropriate “designated areas”, overcoming the constraints determined by the locally-bounded concept of the “district” through the rationale of the networks and flows activated by governance dynamics. The proposal exploits and moves forward the findings of the CLUDs project (research network of four EU and two US universities) funded by IRSES 2010, by expanding the concept of social and environmental added value embedded in some innovative urban regeneration approaches to the larger regional context. The result will be to build on the strong existing CLUDs research network and its Int'l Doctorate URED.</p>			

1.2. List of Beneficiaries

Project Number ¹	645651	Project Acronym ²	MAPS-LED
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List of Beneficiaries

No	Name	Short name	Country	Project entry month ⁸	Project exit month
1	UNIVERSITA DEGLI STUDI MEDITERRANEA DI REGGIO CALABRIA	PAU	Italy	1	48
2	UNIVERSITA DEGLI STUDI DI ROMA LA SAPIENZA	FOCUS	Italy	1	48
3	AALTO-KORKEAKOULUSAATIO	AALTO	Finland	1	48
4	THE UNIVERSITY OF SALFORD	SOBE	United Kingdom	1	48

1.3. Workplan Tables - Detailed implementation

1.3.1. WT1 List of work packages

WP Number ⁹	WP Title	Lead beneficiary ¹⁰	Start month ₁₂	End month ₁₃
WP1	Research and innovation strategies in cluster policy	1 - PAU	1	12
WP2	S3: Cluster policy & Spatial Planning	4 - SOBE	12	24
WP3	S3: Social innovation and territorial milieu	2 - FOCUS	25	36
WP4	Pilot S3 areas in EU	4 - SOBE	37	48

1.3.2. WT2 list of deliverables

Deliverable Number ¹⁴	Deliverable Title	WP number ⁹	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D1.1	Inception report	WP1	1 - PAU	Report	Confidential, only for members of the consortium (including the Commission Services)	1
D1.2	MAPS-LED Web platform	WP1	1 - PAU	Websites, patents filling, etc.	Public	3
D1.3	First Mid Term scientific report	WP1	1 - PAU	Report	Public	12
D1.4	First Mid Term Management report	WP1	1 - PAU	Report	Confidential, only for members of the consortium (including the Commission Services)	12
D2.1	Communication plan	WP2	2 - FOCUS	Report	Public	18
D2.2	Updated grid of assessment in the light of the spatial factors	WP2	4 - SOBE	Report	Confidential, only for members of the consortium (including the Commission Services)	24
D2.3	2nd Midterm Scientific Report "Book of lessons learned on successful clusters from the Boston cases"	WP2	2 - FOCUS	Report	Public	24
D2.4	2nd Midterm Management Report	WP2	1 - PAU	Report	Confidential, only for members of the consortium (including the Commission Services)	24
D3.1	Communication tools	WP3	1 - PAU	Report	Confidential, only for members of the consortium (including the Commission Services)	26
D3.2	Updated grid of assessment in the light of the organisational factors	WP3	3 - AALTO	Report	Confidential, only for members of the consortium (including the	36

Deliverable Number ¹⁴	Deliverable Title	WP number ⁹	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
					Commission Services)	
D3.3	3rd Midterm Scientific Report: Book of lessons learned on successful clusters from the San Diego cases	WP3	1 - PAU	Report	Public	36
D3.4	_3rd Midterm Management report	WP3	1 - PAU	Report	Confidential, only for members of the consortium (including the Commission Services)	36
D4.1	Final scientific report	WP4	1 - PAU	Report	Public	48
D4.2	Non-technical report	WP4	1 - PAU	Websites, patents filling, etc.	Public	48

1.3.3. WT3 Work package descriptions

Work package number ⁹	WP1	Lead beneficiary ¹⁰	1 - PAU
Work package title	Research and innovation strategies in cluster policy		
Start month	1	End month	12

Objectives

- O.1.1_ To build an assessment methodology based on a spatially- led approach and governance-oriented, including qualitative and quantitative indicators, suitable to unveil the hidden potential of regions and sub-regions in terms of S3;
- O.1.2_ To build a panel of data on clusters, suitable to be gathered on official open sources both in the US and in the EU, thus, suitable to support a comparative analysis of the US and EU case studies through a shared set of indicators;
- O.1.3_ To allow the knowledge transfer among partners on cluster policy, research and innovation and spatial planning particularly during the kick-off and the 1st mid-term meeting and through the construction of the Web-Platform;
- O.1.4_ To train Early Stage Researchers on cluster policy, research and innovation and spatial planning by attending lectures at the NEU;
- O.1.5_ To disseminate the research goals throughout the larger stakeholders community through the open day, allowing to capture their specific needs.

Description of work and role of partners

WP1 - Research and innovation strategies in cluster policy [Months: 1-12]

PAU

WP1 concerns the background knowledge to build the conceptual framework for gathering data, information from the case studies areas (Boston and San Diego). It is expected to produce, beyond the current state of the art on the cluster theory, a novel concept of cluster more socially and locally oriented, paving the way to pursue ground- breaking objectives, to be achieved through a rigorous and evidence- based empirical work delivered in WP2 and WP3.

The work Package is organized in four activities: Research, Training, Dissemination and Management

Research:

- Developing the spatial- led and governance-oriented methodology to analyse clusters
- Building the preliminary set of indicators for analysing the case studies
- Building the research operational tools
- Selecting the case studies
- Knowledge sharing among EU and US Experienced Researchers through networking activities and the web-platforms

Training

- Training of the Early Stage Researchers through education on clusters, research and innovation, spatial planning and social innovation delivered at the NEUSEP
- Participation of ER and ESR – Kick-off meeting at NEUSEP

Dissemination

- Participation of ER and ESR in the Open Day at PAU
- Participation of ER and ESR in international conferences to discuss the preliminary findings from the theoretical framework
- Organisation kick-off meeting and the open-day

Management

- Organisation of the first mid-term meeting
- Preparation of the inception report
- Preparation of the 1st WP deliverables

Participation per Partner

Partner number and short name ¹⁰
1 - PAU
2 - FOCUS
3 - AALTO
4 - SOBE

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D1.1	Inception report	1 - PAU	Report	Confidential, only for members of the consortium (including the Commission Services)	1
D1.2	MAPS-LED Web platform	1 - PAU	Websites, patents filling, etc.	Public	3
D1.3	First Mid Term scientific report	1 - PAU	Report	Public	12
D1.4	First Mid Term Management report	1 - PAU	Report	Confidential, only for members of the consortium (including the Commission Services)	12

Description of deliverables

The deliverables are produced through the accomplishment of the following tasks, assigned among all partners:
T.1.1_Construction of the MAPS-LED Web-platform, suitable to be used as knowledge sharing means by all participants (restricted area) and as communication tool (open area) for the larger community of interested people (PAU)
T.1.2_Construction of the MAPS-LED panel of available data on clusters on EU and US open sources, suitable to make the transferability of the methodology possible thanks to the comparative perspective of the indicators (SOBE/NESUSEP)
T.1.3_Construction of a preliminary MAPS-LED grid for analysing and assessing clusters, including qualitative and qualitative indicators and elements to be considered in the case studies analysis (PAU/NEUSEP)
T.1.4_Desk based preliminary analysis of the clusters available in the Boston area, based on the MAPS-LED grid (FOCUS/AALTO/SOBE)
T.1.5_Construction of the operational tools for the data gathering, in particular: construction of a survey form to gather the quantitative indicators related to the case study, and of an interview form to administrate interviews to key people to the cluster (PAU)
T.1.6_Delivery of the Open Day- Kick Off meeting, during which to share the operational GANTT chart among partners, to prepare the inception report and to socialise with the local stakeholders the project goals, gathering their preliminary comments (ALL)
T.1.7_Delivery of the 1st Mid-Term meeting, to discuss the conceptual framework of the research and to address the deliverables production (ALL)
T.1.8_Dissemination of the 1st WP preliminary outcomes through the participation in international conferences of the researchers (ALL).

D1.1 : Inception report [1]

Delivery of the Open Day- Kick Off meeting, during which to share the operational GANTT chart among partners, to prepare the inception report and to socialise with the local stakeholders the project goals, gathering their preliminary comments

D1.2 : MAPS-LED Web platform [3]

Construction of the MAPS-LED Web-platform, suitable to be used as knowledge sharing means by all participants (restricted area) and as communication tool (open area) for the larger community of interested people

D1.3 : First Mid Term scientific report [12]

The scientific report will include: 1. panel of available data on clusters on EU and US open sources; 2. preliminary assessment grid for analysing clusters; 3. List of case studies to be investigated; 4. Survey form and interview form to be used for the case studies data gathering; 5. Stakeholders preliminary mapping. The preliminary activities will be: Construction of the MAPS-LED panel of available data on clusters on EU and US open sources, suitable to make the transferability of the methodology possible thanks to the comparative perspective of the indicators (SOBE/NESUSEP); Construction of a preliminary MAPS-LED grid for analysing and assessing clusters, including qualitative and qualitative indicators and elements to be considered in the case studies analysis (PAU/NEUSEP); Desk based preliminary analysis of the clusters available in the Boston area, based on the MAPS-LED grid (FOCUS/AALTO/SOBE); Construction of the operational tools for the data gathering, in particular: construction of a survey form to gather the quantitative indicators related to the case study, and of an interview form to administrate interviews to key people to the cluster (PAU)

D1.4 : First Mid Term Management report [12]

The first management report will include: road maps for the first mid-term evaluation of the activities and risk management. It is linked with the milestone First Midterm Meeting

Schedule of relevant Milestones

Milestone number ¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
MS1	OPEN DAYS MAPS-LED project RISE 2014	1 - PAU	1	The OPEN DAYs - HORIZON 2020 MARIE CURIE RISE “Multidisciplinary Approach to Plan Smart Specialization Strategies for Local Economic Development (MAPS-LED) has the objective to present and promote the MAPS-LED project, by involving the local stakeholder, both public and private sectors. The intend is to intercept the local demand for smart specialization strategies linked with Cluster and urban-rural link. But also to investigate at the beginning of the research the bottlenecks and the problems to implement Public Private Partnership in difficult contexts, as well as the Region of Calabria is. The Region of Calabria has been taken as territory to be analysed at the beginning of the research also with the aim to find fruitful linkages

Schedule of relevant Milestones

Milestone number ¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
				with the current Operative Programmes of structural funds in the field of Smart Specialization Strategies and promotion of international networks for the research. It will be held at the Università Mediterranea di Reggio Calabria
MS2	Kick-off Meeting	1 - PAU	5	1.organising the operational timetable of the research with respect the peculiarity of case studies selection. 2.discussing the theoretical framework for the research activities of WP1 The object is to produce the inception report with both reserach and managment issues. It will be held at the Northeastern University of Boston.
MS3	1st mid- term	1 - PAU	12	1.delivering the 1st mid-term scientific report: "Research and innovation strategies in cluster policy" and the 1st management report. It will be held at the Northeastern University of Boston

Work package number ⁹	WP2	Lead beneficiary ¹⁰	4 - SOBE
Work package title	S3: Cluster policy & Spatial Planning		
Start month	12	End month	24

Objectives

- O.2.1 _To build a sound and evidence-based methodology to approach clusters with a spatial planning and governance – oriented approach, also by including a robust set of lessons learned by mapping spatial and organisational success factors from existing cases belonging to cluster theory implementation;
- O.2.2 _To allow the knowledge transfer among partners the innovative methodology on clusters assessment, particularly during the 2nd mid-term meeting and through the Web-Platform;
- O.2.3 _To train Early Stage Researchers through the field work on case studies, delivered under the supervision of the staff at NEU;
- O.2.4 _To disseminate the research goals throughout the larger stakeholders community through the 1st workshop held at FOCUS, allowing to share and assess the preliminary findings.

Description of work and role of partners

WP2 - S3: Cluster policy & Spatial Planning [Months: 12-24]

SOBE

WP2 concerns the creation of an evidence- based and users- oriented framework, based on the selected case studies, with respect to the spatial factors and governance of the cluster approach.

The work Package is organized in five activities: Research, Training, Dissemination, Communication and Management Research:

- Implementing a preliminary methodology for mapping and assessing the case studies
- Data gathering
- Data analysis

Training

- Training of the EU Experiences Researchers through joined research work with US colleagues
- Training of the Early Stage Researchers through research field work on the Boston case studies

Dissemination

- Dissemination of the preliminary findings during the FOCUS workshop
- Participation of ER and EER in international conferences to discuss the preliminary findings from the Boston case studies

Communication

- Building a communication plan
- Organisation of the second mid-term meeting

Management

- Organisation of the 1st workshop at FOCUS
- Preparation of the 2nd WP deliverables

Participation per Partner

Partner number and short name ¹⁰
1 - PAU
2 - FOCUS
3 - AALTO
4 - SOBE

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D2.1	Communication plan	2 - FOCUS	Report	Public	18
D2.2	Updated grid of assessment in the light of the spatial factors	4 - SOBE	Report	Confidential, only for members of the consortium (including the Commission Services)	24
D2.3	2nd Midterm Scientific Report "Book of lessons learned on successful clusters from the Boston cases"	2 - FOCUS	Report	Public	24
D2.4	2nd Midterm Management Report	1 - PAU	Report	Confidential, only for members of the consortium (including the Commission Services)	24

Description of deliverables

The deliverables are produced through the accomplishment of the following tasks, assigned among all partners:
T.2.1_Data gathering from the case studies selected in the WP1, conducted by implementing the survey form and the interview form in order to gather data consistently across the case studies and with a comparative perspective aimed at knowledge transfer across US and EU (ALL)
T.2.2_Data analysis, conducted by implementing the assessment grid build in the WP1; adjustment of the grid according to the preliminary findings (ALL)
T.2.3_Reporting the principal lessons learned from the case studies investigated in Boston (SOBE/PAU/NEUSEP)
T.2.4_Delivery of the 1st workshop, during which to socialise with the local stakeholders the preliminary findings (FOCUS)
T.2.5_Delivery of the 1st Mid-Term meeting, to discuss and assess the preliminary findings from Boston (SOBE)
T.2.6_Dissemination of the 2nd WP preliminary outcomes through the participation of the researchers in international conferences (ALL)

D2.1 : Communication plan [18]

The Communication plan is preliminary produced to better address the dissemination of the research goals throughout the larger stakeholder community before the launch of the first workshop "Research and innovation strategies in cluster policy".

D2.2 : Updated grid of assessment in the light of the spatial factors [24]

Data gathering from the case studies selected in the WP1, conducted by implementing the survey form and the interview form in order to gather data consistently across the case studies and with a comparative perspective aimed at knowledge transfer across US and EU. Data analysis, conducted by implementing the assessment grid build in the WP1; adjustment of the grid according to the preliminary findings.

D2.3 : 2nd Midterm Scientific Report "Book of lessons learned on successful clusters from the Boston cases" [24]

Delivery of the 1st Mid-Term meeting, to discuss and assess the preliminary findings from Boston

D2.4 : 2nd Midterm Management Report [24]

Reporting mixed adjustment to address the WP3.

Schedule of relevant Milestones

Milestone number ¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
MS4	1st International Workshop	2 - FOCUS	18	1. communicating and disseminating the provisional research findings from Boston 2. gathering feedbacks from the local policy makers. It will be held at the Università La Sapienza di Roma
MS5	2nd mid- term	1 - PAU	24	1. delivering the 2nd mid-term scientific report: “S3, Cluster Policy & Spatial Planning” and the 2nd management report 2. organizing the case studies for the 3rd WP It will be held at San Diego State University.

Work package number ⁹	WP3	Lead beneficiary ¹⁰	2 - FOCUS
Work package title	S3: Social innovation and territorial milieu		
Start month	25	End month	36

Objectives

O.3.1_ To test an emerging evaluation tool using social return on investment and ecosystem services approaches to calculate the value of regional clusters in underinvested areas;

O.3.2_ To provide policy makers and planners with a tested methodology capable showing why the new policy will be successful, and how public investment can be justified;

O.3.3_ To allow the knowledge transfer among partners the innovative methodology on S3 place- based strategies, particularly during the 4th mid-term meeting, the Symposium and through the construction of the Web-Platform;

O.3.4_ To train Early Stage Researchers through the research work on testing the methodology;

O.3.5_ To disseminate the research goals throughout the larger stakeholders community through the 3rd workshop held at AALTO and the Symposium, allowing to share the research findings.

Description of work and role of partners

WP3 - S3: Social innovation and territorial milieu [Months: 25-36]

FOCUS

WP3 concerns the development and application of a valuation tool that monetises the social and environmental value of new clusters identified and described in WP2.

The work Package is organized in five activities: Research, Training, Dissemination, Communication and Management Research:

- Adapt the Sustainable Return On Investment (SuROI) model to the evaluation of regional economic clusters
- Apply the model to case study clusters

Training:

- Training of the EU Experiences Researchers through joined seminars with US colleagues
- Training of the Early Stage Researchers through research field work on the case studies

Dissemination

- Dissemination of the preliminary findings during the SOBE workshop
- Participation of ER and ESR in international conferences to discuss the preliminary findings from the San Diego case studies

Communication

- Sharing preliminary findings from San Diego according with the communication plan

Management

- Organisation of the 3rd mid-term meeting
- Organisation of the SOBE workshop
- Preparation of the third deliverable_ Mapping and assessing governance in clusters methodology: evidence from San Diego

Participation per Partner

Partner number and short name ¹⁰
1 - PAU
2 - FOCUS
3 - AALTO
4 - SOBE

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D3.1	Communication tools	1 - PAU	Report	Confidential, only for members of the consortium (including the Commission Services)	26
D3.2	Updated grid of assessment in the light of the organisational factors	3 - AALTO	Report	Confidential, only for members of the consortium (including the Commission Services)	36
D3.3	3rd Midterm Scientific Report: Book of lessons learned on successful clusters from the San Diego cases	1 - PAU	Report	Public	36
D3.4	_3rd Midterm Management report	1 - PAU	Report	Confidential, only for members of the consortium (including the Commission Services)	36

Description of deliverables

The deliverables are produced through the accomplishment of the following tasks, assigned among all partners:
T.3.1_ Development of the assessment grids, indicators and proxy values for each outcome of the new cluster (SOBE/PAU)
T.3.2_ Calculation of the value of each case study (SOBE/SDSU/FOCUS)
T.3.3_ Reporting the principal lessons learned from the case studies investigated in San Diego (AALTO/SOBE)
T.3.4_ Delivery of the 2nd workshop, during which to socialise with the local stakeholders the preliminary findings (AALTO)
T.3.5_ Delivery of the 3rd Mid-Term meeting, to discuss and assess the preliminary findings from San Diego (FOCUS/AALTO)
T.3.6_ Dissemination of the 3rd WP preliminary outcomes through the participation of the researchers in international conferences (ALL)
T.3.7_ Preparation of the communication tools according to the communication plan (FOCUS/SOBE)

D3.1 : Communication tools [26]

Communication tools preparation according to the communication plan.

D3.2 : Updated grid of assessment in the light of the organisational factors [36]

Development of the assessment grids, indicators and proxy values for each outcome of the new cluster. Calculation of the value of each case study.

D3.3 : 3rd Midterm Scientific Report: Book of lessons learned on successful clusters from the San Diego cases [36]

Report of the case studies developed in San Diego

D3.4 : _3rd Midterm Management report [36]

Managment and risk assesment

Schedule of relevant Milestones

Milestone number ¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
MS6	Second International Workshop	4 - SOBE	30	1. communicating and disseminating the provisional research findings from San Diego 2. gathering feedbacks from the local policy makers It will be held at the University of Salford
MS7	3rd mid-term	1 - PAU	36	1. delivering the 3rd mid-term scientific report: "S3: Social innovation and territorial milieu" and the 3rd management report 2. organizing the pilots for the 4th WP It will be held at the San Diego State University

Work package number ⁹	WP4	Lead beneficiary ¹⁰	4 - SOBE
Work package title	Pilot S3 areas in EU		
Start month	37	End month	48

Objectives

O.4.1 _To test an evidence- based methodology for recognizing and assessing emerging and potential S3, suitable to be further exploited through S3-oriented policies in Europe and worldwide.

O.4.2 _To provide policy makers and planners with a tested methodology capable to support the decision- making process on building appropriate policy mix and enhance the potential of S3 place- based strategies.

O.4.3 _To allow the knowledge transfer among partners the innovative methodology on S3 place- based strategies, particularly during the 4th mid-term meeting, the Symposium and through the construction of the Web-Platform.

O.4.4 _To train Early Stage Researchers through the research work on testing the methodology.

O.4.5 _To disseminate the research goals throughout the larger stakeholders community through the 3rd workshop held at AALTO and the Symposium, allowing to share the research findings.

Description of work and role of partners

WP4 - Pilot S3 areas in EU [Months: 37-48]

SOBE

WP4 concerns the interpretation of end-users feedbacks and information and the creation of an enhanced and comparative method, based on the results from WP2 and WP3, that is supposed to be tested in pilot S3 areas purposely selected across the EU. The work Package is organized in four activities: Research, Training, Dissemination, Communication.

Research

- Testing the grid in EU pilot areas for analysing the potential of S3
- Finalising the assessment grid for S3 purposes

Training

- Training of the EU Experiences Researchers through joined seminars with US colleagues
- Training of the Early Stage Researchers through research work related to the WP4

Dissemination

- Dissemination of the preliminary findings during the AALTO 3rd workshop and the Symposium
- Participation of ER and ESR in international conferences to discuss the findings and conclusions of the research

Communication

- Sharing findings and conclusions with the larger planners and policy makers community through the Symposium
- Implementing the communication tools according to the communication plan

Participation per Partner

Partner number and short name ¹⁰
1 - PAU
2 - FOCUS
3 - AALTO
4 - SOBE

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D4.1	Final scientific report	1 - PAU	Report	Public	48
D4.2	Non-technical report	1 - PAU	Websites, patents filling, etc.	Public	48

Description of deliverables

The deliverables are produced through the accomplishment of the following tasks, assigned among all partners: T.4.1_ Selection of the pilot areas in Europe for the testing phase (PAU/FOCUS/SOBE AALTO) T.4.2_ Testing of the assessment grid in the EU pilot areas and assessment of the areas against the criteria/ indicators/ factors (SOBE/ AALTO) T.4.3_ Preparation of the final report (PAU) T.4.4_ Delivery of the 3rd workshop, during which to socialise with the local stakeholders the research findings (AALTO) T.4.5_ Delivery of the Symposium, to share the research findings with the international larger community (PAU/FOCUS) T.4.6_ Dissemination of the research outcomes through the participation of the researchers in international conferences (ALL) T.4.7_ Preparation of the non-technical report for communicating the final results to the non-specialised public (FOCUS)

D4.1 : Final scientific report [48]

Final results of the MAPS-LED project

D4.2 : Non-technical report [48]

Communication reporting of project results.

Schedule of relevant Milestones

Milestone number ¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
MS8	Third International Workshop	3 - AALTO	42	1. communicating and disseminating the provisional research findings from the pilot cases 2.gathering feedbacks from the local policy makers It will be held at the Aalto University
MS9	Symposium	1 - PAU	48	1. communicating and disseminating the research findings “Pilot S3 area in EU” to the larger international academic and policy makers community.

1.3.4. WT4 List of milestones

Milestone number ¹⁸	Milestone title	WP number ⁹	Lead beneficiary	Due Date (in months) ¹⁷	Means of verification
MS1	OPEN DAYS MAPS-LED project RISE 2014	WP1	1 - PAU	1	The OPEN DAYs - HORIZON 2020 MARIE CURIE RISE “Multidisciplinary Approach to Plan Smart Specialization Strategies for Local Economic Development (MAPS-LED) has the objective to present and promote the MAPS-LED project, by involving the local stakeholder, both public and private sectors. The intend is to intercept the local demand for smart specialization strategies linked with Cluster and urban-rural link. But also to investigate at the beginning of the research the bottlenecks and the problems to implement Public Private Partnership in difficult contexts, as well as the Region of Calabria is. The Region of Calabria has been taken as territory to be analysed at the beginning of the research also with the aim to find fruitful linkages with the current Operative Programmes of structural funds in the field of Smart Specialization Strtaegies and promotion of international networks for the research. It will be held at the Università Mediterranea di Reggio Calabria
MS2	Kick-off Meeting	WP1	1 - PAU	5	1.organising the operational timetable of the research with respect the peculiarity of case studies selection. 2.discussing the theoretical framework for the research activities of WP1 The object is to produce the inception report with both reserach and managment issues. It will be held at the

Milestone number ¹⁸	Milestone title	WP number ⁹	Lead beneficiary	Due Date (in months) ¹⁷	Means of verification
					Northeastern University of Boston.
MS3	1st mid- term	WP1	1 - PAU	12	1.delivering the 1st mid-term scientific report: “Research and innovation strategies in cluster policy” and the 1st management report. It will be held at the Northeastern University of Boston
MS4	1st International Workshop	WP2	2 - FOCUS	18	1. communicating and disseminating the provisional research findings from Boston 2.gathering feedbacks from the local policy makers. It will be held at the Università La Sapienza di Roma
MS5	2nd mid- term	WP2	1 - PAU	24	1.delivering the 2nd mid-term scientific report: “S3, Cluster Policy & Spatial Planning” and the 2nd management report 2. organizing the case studies for the 3rd WP It will be held at San Diego State University.
MS6	Second International Workshop	WP3	4 - SOBE	30	1. communicating and disseminating the provisional research findings from San Diego 2.gathering feedbacks from the local policy makers It will be held at the University of Salford
MS7	3rd mid-term	WP3	1 - PAU	36	1.delivering the 3rd mid-term scientific report: “S3: Social innovation and territorial milieu” and the 3rd management report 2. organizing the pilots for the 4th WP It will be held at the San Diego State University
MS8	Third International Workshop	WP4	3 - AALTO	42	1. communicating and disseminating the provisional research findings from the pilot cases 2.gathering feedbacks from the local policy makers It will be held at the Aalto University

Milestone number ¹⁸	Milestone title	WP number ⁹	Lead beneficiary	Due Date (in months) ¹⁷	Means of verification
MS9	Symposium	WP4	1 - PAU	48	1. communicating and disseminating the research findings “Pilot S3 area in EU” to the larger international academic and policy makers community.

1.3.5. WT5 Critical Implementation risks and mitigation actions

No risks indicated

1.3.6. WT6 Summary of project effort contribution

	WP1	WP2	WP3	WP4
1 - PAU				
2 - FOCUS				
3 - AALTO				
4 - SOBE				

1.3.7. WT7 Tentative schedule of project reviews

Review number ¹⁹	Tentative timing	Planned venue of review	Comments, if any
RV1	14	Universita' Mediterranea di Reggio Calabria	Meeting after submission of the report

1.4. Ethics Requirements

Ethics Issue Category	Ethics Requirement Description
NON-EU COUNTRIES	- The applicant must confirm that the ethical standards and guidelines of Horizon2020 will be rigorously applied, regardless of the country in which the research is carried out. The applicant must provide details on the material which will be imported to/exported from EU and provide the adequate authorisations.
PROTECTION OF PERSONAL DATA	- The applicants must explicitly confirm that no sensitive personal data will be collected in MAPSLED. If this is the case, then the proposal raises no ethical concerns. If personal data is to be collected, then the applicants must describe the nature of this data and the measures that will be implemented to ensure compliance with H2020 guidelines.

1. Project number

The project number has been assigned by the Commission as the unique identifier for your project. It cannot be changed. The project number **should appear on each page of the grant agreement preparation documents (part A and part B)** to prevent errors during its handling.

2. Project acronym

Use the project acronym as given in the submitted proposal. It can generally not be changed. The same acronym **should appear on each page of the grant agreement preparation documents (part A and part B)** to prevent errors during its handling.

3. Project title

Use the title (preferably no longer than 200 characters) as indicated in the submitted proposal. Minor corrections are possible if agreed during the preparation of the grant agreement.

4. Starting date

Unless a specific (fixed) starting date is duly justified and agreed upon during the preparation of the Grant Agreement, the project will start on the first day of the month following the entry into force of the Grant Agreement (NB : entry into force = signature by the Commission). Please note that if a fixed starting date is used, you will be required to provide a written justification.

5. Duration

Insert the duration of the project in full months.

6. Call (part) identifier

The Call (part) identifier is the reference number given in the call or part of the call you were addressing, as indicated in the publication of the call in the Official Journal of the European Union. You have to use the identifier given by the Commission in the letter inviting to prepare the grant agreement.

7. Abstract

8. Project Entry Month

The month at which the participant joined the consortium, month 1 marking the start date of the project, and all other start dates being relative to this start date.

9. Work Package number

Work package number: WP1, WP2, WP3, ..., WPn

10. Lead beneficiary

This must be one of the beneficiaries in the grant (not a third party) - Number of the beneficiary leading the work in this work package

11. Person-months per work package

The total number of person-months allocated to each work package.

12. Start month

Relative start date for the work in the specific work packages, month 1 marking the start date of the project, and all other start dates being relative to this start date.

13. End month

Relative end date, month 1 marking the start date of the project, and all end dates being relative to this start date.

14. Deliverable number

Deliverable numbers: D1 - Dn

15. Type

Please indicate the type of the deliverable using one of the following codes:

- R Document, report
- DEM Demonstrator, pilot, prototype
- DEC Websites, patent filings, videos, etc.
- OTHER

16. Dissemination level

Please indicate the dissemination level using one of the following codes:

- PU Public

CO Confidential, only for members of the consortium (including the Commission Services)

CI Classified, as referred to in Commission Decision 2001/844/EC

17. Delivery date for Deliverable

Month in which the deliverables will be available, month 1 marking the start date of the project, and all delivery dates being relative to this start date.

18. Milestone number

Milestone number: MS1, MS2, ..., MSn

19. Review number

Review number: RV1, RV2, ..., RVn

20. Installation Number

Number progressively the installations of a same infrastructure. An installation is a part of an infrastructure that could be used independently from the rest.

21. Installation country

Code of the country where the installation is located or IO if the access provider (the beneficiary or linked third party) is an international organization, an ERIC or a similar legal entity.

22. Type of access

VA if virtual access,

TA-uc if trans-national access with access costs declared on the basis of unit cost,

TA-ac if trans-national access with access costs declared as actual costs, and

TA-cb if trans-national access with access costs declared as a combination of actual costs and costs on the basis of unit cost.

23. Access costs

Cost of the access provided under the project. For virtual access fill only the second column. For trans-national access fill one of the two columns or both according to the way access costs are declared. Trans-national access costs on the basis of unit cost will result from the unit cost by the quantity of access to be provided.



**Marie Skłodowska-Curie Actions (MSCA)
Research and Innovation Staff Exchange (RISE)
H2020-MSCA-RISE-2014**

**Annex 1 to the Grant Agreement
(Description of the Action)
Part B**

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1. List of Partner Organisations

Participant number	Partner Organisation Full Name	Partner Organisation Short Name	Country
1	Northeastern University of Boston	NEUSEP	USA
2	San Diego State University Foundation	SDSU	USA

2. Excellence

- **2.1 Quality, innovative aspects and credibility of the research (including inter/multidisciplinary aspects)**

The joint Exchange programme proposal is based on a research project integrated with a higher education agenda designed to build and test a Multidisciplinary Approach aiming at understanding how Smart Specialization Strategies (S3) can be translated into spatially-oriented local development policies. The proposal intends to examine how S3 can be implemented, with respect to the new agenda of Europe 2020, by incorporating a place-based dimension. The main aims are: 1) to identify and examine S3 in terms of spatial, social and environmental factors; 2) to take into account local needs and opportunities driving regional policy interventions not only to emphasize “Key Enable Technologies”, but also to empower local innovation process – tacit knowledge, embedded social networks, innovative milieu – (EU DG RI, 2013). **The proposal intends to apply a Multidisciplinary Approach to Planning of Smart Specialization Strategies in a prospective to enhance Local Economic Development (MAPS-LED).** The selected theme of the project is a response to the demand for “a comprehensive innovation strategy to enhance Europe's capacity to deliver smart, sustainable and inclusive growth and highlights the concept of smart specialisation as a way to achieve these goals” (Smart Specialisation Platform – European Commission).

The main objective of the MAPS-LED program is to build and test an evidence-based methodology for recognizing and assessing emerging and potential of S3. The methodology will be developed by drawing insights from existing successful US Clusters.

Following the Smart Specialisation Platform (European Commission), the general track of the project is to implement smart specialization as a key element for place-based regeneration policies for local economic areas. **National/regional research and innovation strategies for smart specialisation (RIS3)** are integrated, place-based economic transformation agendas “that do five important things:

1. They focus policy support and investments on key national/regional priorities, challenges and needs for knowledge-based development, including ICT-related measures.
2. They build on each country's/region's strengths, competitive advantages and potential for excellence.
3. They support technological as well as practice-based innovation and aim to stimulate private sector investment.
4. They get stakeholders fully involved and encourage innovation and experimentation.
5. They are evidence-based and include sound monitoring and evaluation systems.”

(Guide to Research and Innovation Strategies for Smart Specialization (RIS 3) – May 2012).

The S3 in a MAPS-LED perspective will be visualized through appropriate “designated areas”, overcoming the constraints determined by the locally-bounded concept of the “district” through the rationale of the networks and flows activated by governance dynamics (cluster policies), locally based networks of producers and sellers and areas of production/ hubs for distribution.

The proposal utilizes and moves forward the findings of the CLUDs project funded by IRSES 2010, by expanding the concept of social and environmental added value from local urban regeneration

approaches to the larger regional context. The CLUDs project has provided an understanding of the contribution of different forms of Public Private Partnerships in shaping urban regeneration initiatives from a territorial milieu perspective. The current proposal intends to shift the scale of the research from the urban areas to the larger region, in order to exploit the potential of different clusters, networks and chains in shaping spatially-led S3 policies for local economic development through the MAPS-LED approach.

Partners will exchange staff members, early stage and experienced researchers, around yearly seminars/meetings, workshops, and a final international symposium. The core of this network activity will be driven by joint research and training activities along three main topics:

- Innovation approaching the S3 concept through spatial planning (city-region and S3);
- Innovation in assessing the potential S3 (cluster policy and territorial milieu);
- Innovation in the application of an emerging evaluative tool: Sustainable Return On Investment (SuROI).

The result will be to build on the strong existing CLUDs research network of four EU universities (Reggio Calabria, Salford, Helsinki, Rome) and two US universities (in Boston and San Diego). It will also add content and direction for the International Doctorate on Urban Regeneration and Economic Development set up under the CLUDs programme

Three Workshops will be held in USA, one at the end of each of the first 3 years, in preparation of the final symposium. Four Meetings will be held in EU to disseminate and share results and to agree and prepare three midterm reports on specific and selected topics of the research.

The **specific objectives** of the Joint Exchange programme based on MAPS-LED research project are:

1. Improving innovation and knowledge economy in the field S3 by implementing a multidisciplinary approach to integrate a spatial/territorial dimension into specialization economies (MAPS-LED);
2. Strengthening research partnerships through the mobility of researchers and technical staff by focusing on activities related to MAPS-LED on a variety of regional contexts;
3. Empowering the existing network of partners (University of Aalto, University of Salford, University of Reggio Calabria, University of Rome, Northeastern University of Boston, MA; San Diego State University, CA) in order to exchange knowledge in the field of cluster policy by comparing USA approach to those of the EU ;
4. Improving expertise of the seconded researchers on S3 with respect to the public private partnership investment choice and on assessing techniques of S3 potentials (especially with respect to appropriate results indicators) also by attaining training activities;
5. encouraging an exchange of best practice by knowledge transfer and pilot applied project on MAPS-LED approach;
6. encouraging dissemination activities by organizing midterm meetings, workshops and international symposium on intermediate and final results of the MAPS-LED research project.

The joint exchange programme is relevant to EU policy in two ways; smart specialisation and advanced cluster formation.

Smart Specialisation

It relates to current thinking in recent European documents about S3. The report “Knowledge for Growth”, published in November 2009 by the European Commission, proposed that national and especially, regional governments should encourage investment in domains that would “complement the country’s other productive assets to create future domestic capability and interregional comparative advantage”. This strategic proposal was called “smart specialisation” and was adopted in the EU 2020 Agenda with its objectives of smart, sustainable and inclusive growth. McCann and Ortega-Argilés (2013) argue that “The smart specialisation emerged originally out of the literature examining the transatlantic productivity gap. The concept was first sketched out by Dominique Foray and Bart van Ark (2012) and subsequently developed along with their co -authors Paul David, Bronwyn Hall and by other members of the “Knowledge for Growth” expert group in 2009. The smart specialisation proposers envisaged that the identification of the knowledge-

intensive areas for potential growth and development are related to the role of certain classes of players (researchers, suppliers, manufacturers and service providers, entrepreneurs, users) and to the public research and industry science links. The players are regarded as being the agents who use their knowledge-acquisition facilities and resources (human capital, ideas, academic and research collaborations) to scan the available local economic and market opportunities, to identify technological and market niches for exploitation, and thereby act as the catalysts for driving the emerging transformation of the economy". The OECD publication (2013) on "Innovation Driven Growth in Regions: The Role of Smart Specialisation" offers an interesting picture of innovation policies implemented in OECD regions by collecting data and building a panel of indicators that can be used to transform the concept of Smart specialisation in policy actions." Central role to the project is played by "The role of clusters in smart specialisation strategies" (DG for Research and Innovation- European Commission, 2013). It highlights that the concept of S3 has been adopted by the European Commission to foster smart growth strategies across Europe, i.e., strategies that are soundly based on knowledge and innovation and embedded in regions, thus capable to "generate unique assets and capabilities based on a region's distinctive industrial structures and knowledge base". Having S3 initially been developed from an a-spatial concept (Ekonomiaz n°83, 2013), it is now hard to translate them into spatially-oriented local economic development policies, thus allowing the new agenda of Europe 2020 on S3 to be put into practice through a genuinely place-based policy mix and set of appropriate actions (Barca, 2009). Thus, the document suggests the effectiveness and the potential contribution of cluster organizations and cluster policies to Smart Specialisation Strategies. Another important source is the concept of social innovation as a transversal issue within the Europa2020 strategy. The document "Guide to social innovation" provided by DG Regional and Urban Policy and DG Employment, Social affairs and Inclusion, with inputs by various other Directorates General (DG Enterprise and Industry; DG Research, Technology and Development; DG Internal Market; DG Maritime Affairs and Fisheries; DG Agriculture; DG Health and Consumers) and BEPA (the Bureau of European Policy Advisors of President Barroso) in February 2013 contents important suggestions on how consider social innovation within S3.

Advanced Cluster Formation

The common definition of economic clusters is provided by Porter (1998): "Clusters are geographic concentrations of interconnected companies, specialized suppliers, service providers, and associated institutions in a particular field that are present in a nation or region. Clusters arise because they increase the productivity with which companies can compete. The development and upgrading of clusters is an important agenda for governments, companies, and other institutions. Cluster development initiatives are an important new direction in economic policy, building on earlier efforts in macroeconomic stabilization, privatization, market opening, and reducing the costs of doing business."

The "cluster mapping" website provided by the Institute for Strategy and Competitiveness and U.S. Economic Development Administration offers a lot of information about the features of clusters in the US and allows an approach towards the identification of case studies that share the factors that will lead to success in European contexts. **The rationale of the MAPS-LED project is to provide critical mass to plan S3 in a wider territorial milieu (urban-rural balance, thereby), by incorporating a spatial dimension into cluster approach.** Starting with the MAPS-LED rationale, the involvement of each partner will reflect different aspects which will be aggregated to form the overall research project. These aspects will include:

- the USA partners who are researching cluster formation, including the Department of Economics (Northeastern University, MA) with respect to the Research Innovation strategies and technologic transfer, and the School of Public Affairs (San Diego State University, CA) on governance issues with respect to community involvement and innovation networks;
- all the EU partners who are involved in different aspects of spatial/urban planning, local economic development, evaluation techniques and applied GIS techniques;

- the Department of Heritage Architecture and Urban Planning (University of Reggio Calabria, IT) focus on mapping factors that interact in S3 and Cluster, evaluation techniques and urban planning;
 - the School of Built Environment (University of Salford, UK) who are focusing on urban community planning, social innovation in regeneration and sustainable return on investment;
 - the Department of Real Estate, Planning and Geoinformatics (Aalto University, FI), who are specialists in Real Estate Economics, Land Use Planning and Geoinformatics with a particular focus on the relationship between rural and urban aspect in defining innovation milieu;
 - the FOCUS center (University of Rome “La Sapienza”, IT) who are researching multidisciplinary approaches to enhancement and valorization of local economic resources for revitalizing rural centers and their surroundings.
- Methodological approach highlighting the types of research and innovation activities proposed and their originality.

The originality and innovation in the methodological approach stems from the spatial-led approach to the analysis of US clusters, allowing researchers to draw evidence for a S3 place-based theory testing and implementing **pilot S3 areas** in European regional contexts. The research project will be developed during the first phase in association with the implementation of Research and Innovation Strategies for Smart Specialisation (RIS 3) regional plans, that are required as ex ante conditionality for Research and Innovation of the current programming period.

The results of case study analysis in USA will allow the partners to identify the success factors that characterize US clusters at local and city- regional scales, with respect to the kind of innovation produced, the level of specialization acquired and the level of territorial milieu activated.

Drawing from the cluster concept, the proposal will first build a conceptual framework to assess the potential S3 through a spatial planning-led approach, and then develop it by drawing from existing cluster identification from the Directorate General for Research and Innovation (2013). The existing network of EU and US institutions, set up as a result of the CLUDs IRSES project will investigate (through an exchange knowledge approach), how lessons from the clusters can steer the current challenges on S3 in Europe. Case studies will cover a variety of clusters including food- led, HEI- led, HT-led, agriculture- led, and art- led.

The MAPS-LED project will be conducted over two stages, each of generating inputs for the definition of integrated actions and for building the scenarios to implement the **pilot S3 areas** in European regional contexts. The first stage will take place over three years and will deal with the theoretical part of the research and training activities. The second stage will take up the final year and will deal with the practice and implementation of the research. The general framework of the research programme will be organised across four main topics:

Research and Innovation Strategies: *recognizing that the dynamic process due to innovation and research defines different influence areas that can be better explained by the territorial distribution of competitiveness factors.*

- technology transfer based on "business process"
- business models and partnership research groups and strategic action plan
- entrepreneurship in the research community and social innovation
- clustering entrepreneurial

Spatial Planning *Factors suitable to be mapped in physical terms, such as:*

- - Proximity and accessibility (to gateway cities, to infrastructural nodes, to HEI Centres, to broadband facilities...)
- - Spatial pattern (“boundary” of the cluster, network of connections, localisation of place of production and distribution...)

- - Size (dimensional data of the cluster)
- - Critical mass (number of enterprises, size of urban centres involved, number of jobs created....).

Cluster Policy *Factors related to the governance systems of the clusters*

- - institutional networks, entrepreneurial networks, the global-local nexus between the local area and global systems, the organisation of local value chains, a suitability to be mapped through stakeholder analysis.

Social Innovation *Responses to social needs that are developed in order to deliver better social outcomes.*

- - (Spatial) identification and GIS mapping of new/ unmet/ inadequately met social needs, related to vulnerable groups

In order to understand the success factors from the US experience on clusters, the selected case studies will be investigated with a view to the S3 concept through an assessment grid based on the above mentioned elements, integrated throughout the whole first year research. Multi-criteria approach based on correlation matrix, cluster analysis, hierarchical clustering and Hierarchical Decision Model, and Planning Balance Sheet (PBS) will be applied to analyse, assess and compare:

- Factors characterizing USA clusters correlated with the EU ones;
- Indicators of cluster specialization, spatial factors, organization type;
- Success factors with respect to innovation, localization and governance.

The data set, from selected data from USA panel information to EU S3 potential data, will be structured in a GIS of Cluster/S3 information system.

The proposed methodology under the MAPS-LED program would apply this concept to the wider territorial network and chains, thus allowing to quantitatively assess the potential of the clusters also in social terms and to pave the way to estimate the wider potential of place- based S3 through a two-steps process: 1) The first step aims to develop and test a methodology for Mapping & Assessing Clusters in a place- based and spatial- led perspective. 2) The second step follows the mapping stage. The assessment of the wider impacts of place- based S3 will exploits and moves forward the Sustainable Return On Investment (SuROI) methodology, applied to urban regeneration, by assessing the clusters' impact in the wider social and environmental perspective, thus leading to discover the extra value generated by the clusters and territorial milieu-nexus.

There have been many predictive tools that define the economic impacts and relative benefits of regeneration and urban renewal. These have been devised primarily to establish the relative costs of development such as materials, construction methods, labour, occupation etc. But the value of development on **people and the natural environment** has not evolved to the same degree, and rarely features in an integrated prediction or evaluation of projects. Those techniques that do exist tend to be qualitative or survey-based data that record the attitudes of affected parties toward planned or existing development.

Many factors now determine the success of built environment programmes including **climate change**, the scarcity of important resources, the need to house key workers, the continuing **support for the excluded and vulnerable**, the effective involvement of interested parties, and the volatile or uncertain performance of the **local economy**. However, funders and decision-makers are rarely exposed to the full economic returns because environmental and social gains do not feature on the balance sheet.

A **predictive or evaluative** process that can help to balance and quantify factors that are often hard to measure and compare will be invaluable for those that want to show that developments will offer the best sustainable solution. The development of a Sustainable Return on Investment (SuROI) combines approaches including:

- **Social Return on Investment**
- **Life Cycle Assessment**
- **Ecosystem Services Analysis**

By combining social and ecological survey information, and comparing this with statistical trends and proxy valuations, SuROI is capable of showing funders and decision-makers the true sustainable value of built environment projects leading to more informed, and **sustainable outcomes for developers, neighbourhoods and Nature**. The SuROI methodology will be applied to assess clusters success in terms of impact on the different social groups, including vulnerable groups, also by referring to the factors mapped in the step one.

- Inter/multidisciplinary types of knowledge involved, if applicable.

The research project rests on a firm interdisciplinary approach which involves:

- Expertise on spatial planning, regional planning, urban- rural and urban planning;
- Expertise on quantitative and qualitative assessment and evaluation methods;
- Expertise on regional economics and local development.

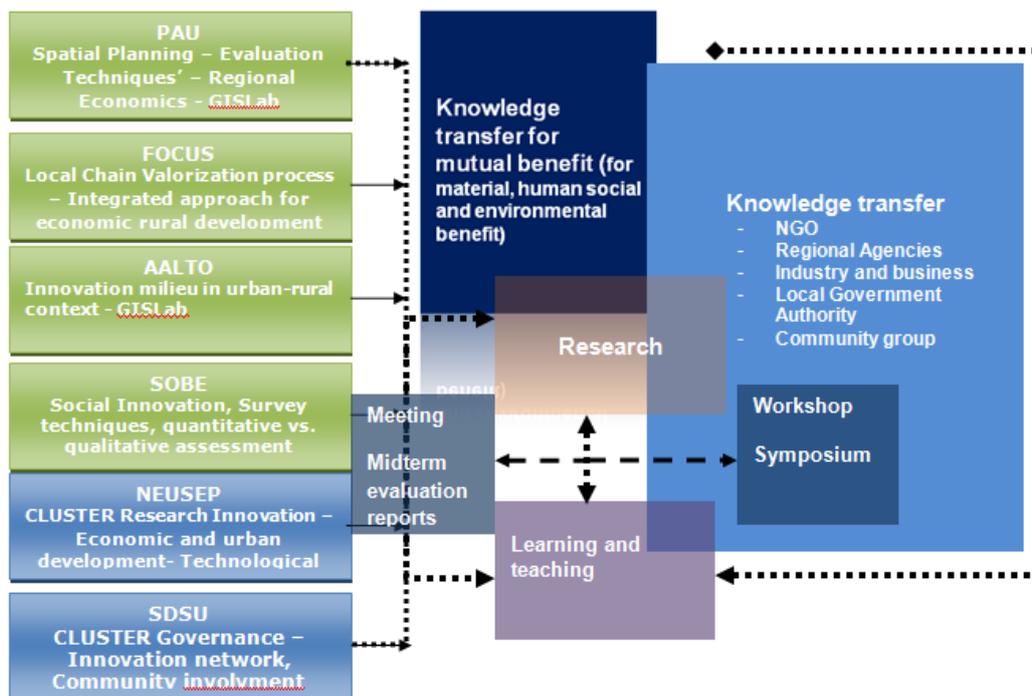
All these expertise are provided by the partners involved, whose capability to act as an integrated team has been proved by the results achieved through the CLUDs project.

2.2 Clarity and quality of knowledge sharing among the participants in light of the research and innovation objectives

The approach that will be followed in order to set up the knowledge sharing methodology is aimed at achieving the best result in terms of:

1. strengthening the international network of the six academic partners;
2. enhancing the career opportunities for the active staff ;
3. maximizing the impact of the research in terms of influence on policy makers and the larger regeneration and economic planning community.

The following figure shows the approach and methodology that will be used for knowledge sharing.



The approach used for knowledge sharing and related methodology will inform both the training, research, networking, communication and dissemination activities. With respect to the **research activities**, a “**MAPS-LED web platform**” will be designed and implemented at the beginning of the first year, in order to allow all partners to constantly interact by posting on-line documents, ideas and drafts. The platform will allow the construction of a **step-by-step GIS- oriented tool** aimed at visualizing the successful clusters in Europe. At the heart of the platform a **streaming area** will allow partners to work jointly by organizing video conferences to follow-up on meetings, workshops and deliverables. **Joint papers and other publications on comparative innovative research issues**, written together with US colleagues will allow EU researchers to better disseminate their work internationally, thus enhancing the esteem of the partnership and, particularly the early-stage researchers.

With respect to the **training activities**, early stage researchers will be advised throughout all their secondment periods by US partner staff. **Joint on-line meetings** will be also organized, to ensure continuity between US and the EU senior staff.

During the secondment periods MAPS-LED European early stage staff will benefit from working together on joint research activities as part of their training. However, the more experienced European members of the partner group will also benefit from hearing the US staff deliver **keynote speeches open to the public** regarding innovation in cluster policy, success factors of clusters in the US, and case studies from the US.

2.3 Quality of the interaction between the participating organisations

The Coordinator – PAU includes also 1 Managerial person and two Technical people who belong to the Research Office Administration of the University of Reggio Calabria.

The research team for each partner will be comprise:

- **PAU:** 5 (ESR) are PhD students selected from the International Doctorate on Urban Regeneration and Economics Development, set up as a result of the CLUDs project IRSES 2010; 12 (ER). These are subdivided into 4 Assistant Researchers qualified in urban regeneration, urban-rural linkages and PPP, and 8 lecturers and researchers qualified in urban planning, GIS applied to economic policy and planning; evaluation techniques applied to public investment, regional economics and urban and rural sociology, rural economics:

Prof. Carmelina Bevilacqua is the programme Coordinator – She is an expert in spatial planning, cluster policy and comparative research. Other staff from Reggio Calabria includes:

- Prof. Paolo Fuschi – expert in built environment engineering and coordinator of the International Doctorate in Urban Regeneration and Economic Development;
 - Prof. Massimiliano Ferrara – Expert in Cluster theory and Quantitative Methods.
 - Prof. Domenico Enrico Massimo – expert on quantitative surveying and GIS analysis;
 - Prof. Vincenzo Provenzano – expert in Regional Economics and spin-off start-up,
 - Prof. Claudio Marcianò – expert in Rural Economic Development;
 - Prof. Michela Felicetti - expert in urban sociology;
 - Dr. Gabriella Esposito, CNR researcher - expert in innovation transfer in the field of PPP and Urban regeneration.
- **SOBE:** 6 (ESR) are PH-D students on related topics to the research; 4 (ER) are lecturers and researchers in social innovation, community planning, sustainable development and surveying:
 - Prof. Erik Bichard is the lead member of this partner group and is an expert on quantitative and qualitative assessment of public policies, social innovation and sustainable development. Other members of the Salford team include:
 - Dr. Claudia Trillo - expert on community planning, spatial planning, comparative research and evaluation of public policy;
 - Dr. Simona Barresi - expert on GIS and Spatial Planning;

- Prof. Charles Egbu – expert on Research and Innovation and Knowledge management and research methods
- **FOCUS:** 6 (ESR) are PH-D students on related topics to the research; 4 (ER) are teachers and researchers in urban planning, spatial planning and urban and rural economics;
 - Prof. Manuela Ricci is an expert on spatial planning and public policy;
 - Prof. Bruno Monardo – expert on spatial planning and participative planning;
 - Prof. Annalaura Palazzo – expert on urban planning and comparative research;
 - prof. Claudia Mattogno - expert on spatial planning and comparative research;
 - Prof. Carlo Magni – expert in urban and rural economics.
- **AALTO:** 3 (ESR) are PH-D students on related topics to the research; 4 (ER) are teachers and researchers in strategic planning, Land use planning, Economic planning and GIS applied to spatial planning:
 - prof. Christer Bengs – expert on international planning and urban-rural planning;
 - prof. Raine Mäntysalo expert in New Public Management and Public Interest in regional planning;
 - Prof. Markku Norvasuo expert in smart growth planning,
 - Prof. Marketta Kyttä expert in Location-based softGIS knowledge.
- **NEUSEP:** 6 ER are teachers and researchers in local economic development, innovation transfer, Micro and Macro economics applied to economic policy planning:
 - prof. Alan W. Dyer is expert in credit access with particular aspect related to social credit;
 - prof. Gregory Wassall in expert in labor market and innovation transfer with particular aspect of urban incubator;
 - prof. Dave Norris is expert in knowledge innovation transfer to local economic strategies;
 - prof. Joan Fitzgerald is expert in public policy analysis and urban economics
 - prof. Laurie Dopkins is expert in projects related to non-profit capacity building, outcomes measurement and evaluation.
- **SDSU:** 6 ER are teachers and researchers on public administration, theory of public organization, analysis of public policy and spatial planning:
 - prof. Stuart Henry – expert on underground economy, black market and informal economy;
 - Nico Calavita – expert on spatial planning and community engagement;
 - Bruce Appleyard – expert on d GIS research on human settlement and behavior patterns;
 - Keith Pezzoli – expert on bioregionalism, ecological planning in a social networks perspective;
 - Maria Cosio – expert on qualitative methods, sociology, relationships between private foundations and community development;
 - Colleen Casey – expert on Public Policy Analysis, Theory of Public Organisations.

- Justification of the main networking activities.

The MAPS-LED project is organized over stages which generating input for the integrated action definition and the scenarios used to implement the project, and in particular the pilot S3 areas.

The first stage lasts three years and will deal with the theoretical part of the research and training activities. The second stage lasts one year and will deal with the practice and implementation part of the research.

Each stage, indeed, can be structured in three common actions:

1. Training – related to the training activities the researchers should attain to develop the research project.
2. Meeting – related to share common methodologies and/or organizing respective tasks to develop the research project
3. Workshop – related to reporting of updating research results.

With respect to the networking activities, they are designed to co-ordinate the different areas of expertise and integrate the different strands of the Work Packages. In particular, activities include;

- **meetings (including the kick-off meeting) are mainly addressed to sharing knowledge among partners.** These will strengthen the existing network of collaborators, set up originally under CLUDs. This will reinforce the participating institutions, by strengthening the long-lasting collaboration on innovative concepts concerning clusters and S3. It will also help the individual researchers by increasing international exposure, thus enhancing their potential in terms of career perspective. Furthermore, the meetings will address all the issues concerning the administrative and financial management of the research. In particular, the 2nd Mid-term (24th month) will allow for the provision of direct feedback from the Research Executive Agency (REA) Project Officer, that will be invited to participate.
- **Open day, workshops and the symposium are mainly addressed to both partners and stakeholders interested in implementing the research results.** This will enhance the potential impact of the research on the potential users by involving them not only at the dissemination stage, but also during the mid-term assessment stages of the research process. In this way, it will be possible to ensure that the best possible use of the research findings will be done, by actively engaging the decision-makers throughout the whole research process to incorporate their specific needs for knowledge while it is still possible to take them into proper account.

3. Impact

3.1 Enhancing research- and innovation-related human resources, skills and working conditions to realise the potential of individuals and to provide new career perspectives organisations

The main goal of the research in terms of expected impact concerns the construction of a **COE (Centre of Excellence) for Knowledge and Innovation Transfer on “Place-based Successful S3” for the European 2020 Cohesion Policy**. The CLUDs projects funded by IRSES provided the origins and the preliminary cornerstone findings for the proposed network of MAPS-LED academic partners. The partners represent an internationally respected interdisciplinary team specialising in sustainable urban regeneration who will capture stakeholder and policy maker attention. The **International Doctorate on Urban Regeneration and Local Economics**, hosted by the University Mediterranea of Reggio Calabria, as part of the Axis 5 (Internationalisation) of the ESF 2007-2013 adds a further prestigious dimension to the programme. The International Doctorate is open to all European young researchers through transparent and merit based recruitment in line with the ERA requirements from the communication COM(2012) 392 final. It represents a **pilot experience of synergy between IRSES and Cohesion Funds – ESF, as well as an example of the potential impact of the research in terms of stakeholder network activation and engagement**, having included not only the Region of Calabria but also the Chamber of Commerce. According with the expected impact to build the above mentioned COE, the International Doctorate plays the role of first step in a process that should led to strengthening stakeholders' involvement and decision-makers' engagement. **The MAPS-LED project, and the network of academic partners will widen the international field of expertise from sustainable urban regeneration to knowledge and innovation within regional development processes oriented to the place-based S3.** This will enhance the potential of participants due to the new skills acquired in terms of innovative and cutting edge tools that will be introduced within the educational path of the PH-D international students. New career perspectives therefore include:

- the creation of the **COE for Knowledge and Innovation Transfer on “Place-based Successful S3” for the European 2020 Cohesion Policy**, that would not only give exposure to the research

work of all researchers but also provide them with an **excellent leverage means for enhancing the impact of their research outcomes**;

- the innovative competencies that could **both: 1) be included in the delivery of improved educational path for the International Doctorate students, and 2) implemented as spin-off** across academic institutions and potential users: **1. Policy makers and decision makers involved in Cohesion Policy implementation, particularly on S3; 2. Regional and Local development officers; 3. Local Development Associations and Groups of Interest related to the territorial development and in particular to the implementation of the Community Local-Led Development; 4. SMEs related to the local production chains; 5. Other European regions interested in developing place – based S3 strategies, including related groups of stakeholders; 6. Professionals serving as consultants of the groups listed above.**
- the international breath of the work that researchers would keep on feeding thanks to the secondments and network activities, by producing joined papers and publication and rising their **international profile**;
- the **cross-fertilisation between disciplines** covered by the MAPS-LED project.

3.2 To develop new and lasting research collaborations, to achieve transfer of knowledge between research institutions and to improve research and innovation potential at the European and global levels:

The CLUDs network activated a virtuous process within the partnership which drew in a number of associated researchers from institutions including Louisiana University, the University of Arlington, Texas and the University of California. These workers joined the network through sub- agreements with the US partners and fed important innovative ideas into the research results, such as the concept of knowledge and innovation transfer.

It is expected that the development of cutting-edge and innovative concepts such as those foreseen in the MAPS-LED project will strengthen the existing CLUDs network and develop new and lasting MAPS-LED research collaborations.

- Self-sustainability of the partnership after the end of the project.

The **COE for Knowledge and Innovation Transfer on “Place- based Successful S3” for the European 2020 Cohesion Policy** ensures a very high level of self-sustainability to the network. It is anticipated that after 7 years of collaboration over the CLUDs/MAPS-LED programmes the partnership will become an **essential source of highly qualified advice for the wider built environment community**.

The International Doctorate related to the CLUDs network demonstrates the potential of the network to lever other financial sources to supplement and enhance the main programme. Further stakeholders, once engaged in the MAPS-LED concept through the dissemination and communication activities, could also support the MAPS-LED network after the end of the RISE funding because of the **growing importance of the S3 role within the forthcoming 2014-2020 programming period**. It is expected that a great deal of interest will be paid to the topic of the programme throughout all the European Member States. According to the new EU regulation on Cohesion Funds, “ex-ante conditionalities” are preconditions for the 2014-2020 expenditure; they must be either fulfilled when programs start, or fulfilled through an incremental process strictly planned and monitored. **Smart Specialisations are included in the list of the ex- ante conditionalities and are** therefore at the forefront of this topic. Moreover, a better awareness of the role of governance processes within place-base S3 could steer the creation of effective network of stakeholders for the Community Local Led Development strategies (CLLD), an innovation in the ESRF and ESF programs implementation drawn from the LEADER approach and not yet fully developed outside the rural contexts.

Finally, the Joint Action Plan for the implementation of S3 could draw insights from spatially – oriented policies for more effective Cohesion Funds and expenditure on S3. **The potential demand for the expertise of the COE developed through the MAPS-LED project ensures self-sustainability for the project after the end of the RISE funding.**

- Contribution of the project to the improvement of the research and innovation potential within Europe and/or worldwide.

If it true that “Knowledge is the currency of the new economy”, and that “a world-leading research and innovation capacity, built on a strong public science base, is therefore critical to achieving lasting economic recovery and to securing Europe's position in the emerging global order” (COM 2012 392 final), then the MAPS-LED research represents a key contribution to the economic recovery of under-performing European regions. Moreover, MAPS-LED aims to develop a tool capable of supporting the emerging Smart Specialisation Platform for Member States and regions by using Structural Funds to develop research capacity and smart specialisation strategies, including support to joint research programmes, in line with Cohesion Policy objectives. The MAPS-LED comparative research methodology allows transferability of evidence-based results and therefore the potential to provide international benefits through the research findings.

3.3 Effectiveness of the proposed measures for communication and results dissemination

Dissemination plays a pivotal role in the research process, as it is not only aimed at **ensuring the wider impact** of the project on the research and innovation community, but also at **gathering useful insights** from the experts and potential users larger community. The goals of the dissemination strategy are: 1) Disseminating research findings as widely as possible; 2) Developing messages which might work in different contexts: press releases, reports, newspaper articles, website page, etc., in order to achieve the higher impact on the broader community; 3) Influencing decision makers and policymakers around the novel concepts developed under the MAP-LED research; 4) Fostering knowledge sharing among international researchers; 5) Integrating the dissemination strategy into the self-assessment of the research findings; 6) Gathering evidences on the dissemination strategies effectiveness since the first step of the research process delivery.

In order to support the dissemination activities, the **MAPS-LED website** will be created as the main tool for presenting the project to the outside community. All the researchers will be committed to present **papers** on international conferences and peer review journals. **Feedback from the blind reviewers will be included in the mid-term assessments.** **Open days** will allow researchers to gather feedbacks that can be potentially implemented as inputs for making the research strategy more **context aware**. To make the research findings available to the larger stakeholders community, and to facilitate the exploitation of the research findings within the 2014-2020 Cohesion Policy implementation, open days will be oriented also to a non-specialist target and will be organised in order to maximize the **active engagement of the local stakeholders** in the events. Successful achievements under the CLUDs dissemination strategy, that allowed to bring onboard key stakeholders such as the Region of Calabria and the Chamber of Commerce, lead to expect a wider impact of the MAPS-LED dissemination strategy, that is designed since the beginning on this purpose.

- Communication strategy, outreach plan and the activities envisaged to engage the public.

The communication strategy is aimed both to enhance the competitiveness **of the researchers in view of new career perspectives**, and to boost the wider **impact of the research on the potential users**. Today researchers' careers are deeply influenced by the assessment their research products, thus inducing them to prioritize less speedy publications in high-status journals. To ensure that the MAPS-LED research would support the career development of the research staff involved, the communication strategy includes not only the production of papers addressed individually to **peer review international journals**, but also foreseen that the **international symposium** will be related to the publication of a **special issue** of a peer-reviewed journal, as

happened with the CLUDs symposium. Priority will be given to **open-access journals**, in order to allow the research results spreading internationally and the researchers quotation increasing. However, for disciplines like applied economics and spatial planning that represent the conceptual background for the MAPS-LED project, great importance is given to **communication and engagement with practitioners and policy-makers**, as these latter might become **potential funders** for further research developments, thus allowing financial **self-sustainability to the future research in a long term perspective**. Therefore, the communication strategy gives equal importance to speedy dissemination to the desired audience of non-specialists, wider public of potential users, by foreseeing a **broad range of communication means and tools** including op-eds or advertisements in local newspapers. In order to set up an **operational outreach plan**, the above defined communication strategy will be produced **as specific deliverable in the second WP** by preparing target-oriented tools and indentifying related communication means.

- Expected impact of the proposed measures.

The expected impact of the proposed measure is related to the above mentioned main goals of the dissemination and communication strategies, more in details:

1. Impact on career development. All researchers will participate at least in the international Symposium by having the opportunity to publish at least one paper in the peer reviewed special issue. Furthermore, researchers are expected to send collaborative papers drawing from the research activities at least once a year.
2. Impact on the context awareness of the research. Dissemination activities are expected to produce feedbacks to be implemented in the adjustment process of the research process.

Impact on the users community. Communication and dissemination strategies are expected to reach the interested potential users both at a local level and at a European level, by eliciting outsiders' interest on possible novel application of S3 in the Cohesion Policy through the website and other communication means. It is expected that as the CLUDs academic network was able to actively engage two relevant stakeholders that turned themselves into funders for further research-related activities (such as, in particular, the international doctorate), the current MAPS-LED proposal would capture the interest of new stakeholders in all the European countries involved, as this time **the additional resources allowed to the networking activities will make possible an effective local activation strategy in all the involved institutions**.

- Intellectual property rights aspects (if applicable) and exploitation of results.

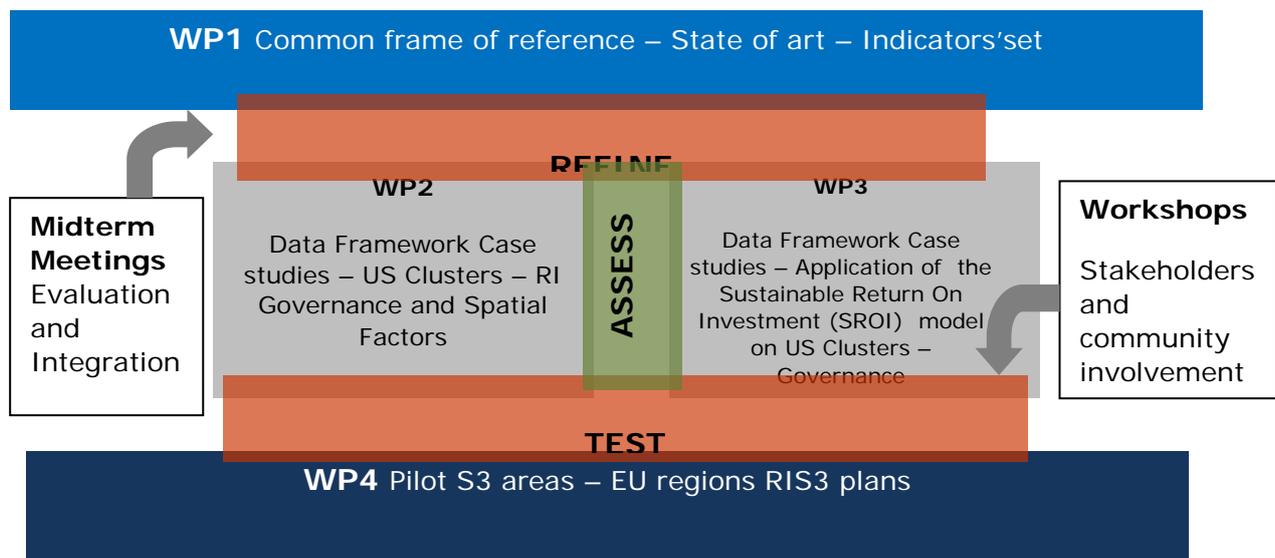
Exploitation of results from the MAPS-LED research is expected to happen particularly within the Cohesion Policy implementation, as follows:

- Insights from the MAPS-LED assessment methodology could steer **preliminary evaluation of S3 policies** throughout all European Member States, also supporting the ex-ante conditionality on S3 evaluation, **thus contributing to make the Cohesion Fund expenditure more effective**;
- Lessons learned on **place-based and spatial-led successful clusters** could be embedded in the construction and delivery of operational **Joined Action Plans** for the S3 implementation, by supporting a better focused strategy on target areas and on measurable objective;
- Lessons learned on social innovation in successful clusters could orient the implementation of Community Local Led Development actions, by addressing issues on the best way to make different S3 stakeholders interact both from the rural areas and from the urban areas.

4. Implementation

4.1 Overall coherence and effectiveness of the work plan, including appropriateness of the allocation of tasks and resources

MAPS-LED project will use an iterative concept of the trans- disciplinary and multidisciplinary approach to plan S3 for boosting local economic development. The aim is to develop, test and refine this approach in an iterative and continuous fashion. WP1 sets the stage and provides the frame of reference, from which to develop the conceptual framework to integrate Research and Innovation Strategies, Spatial Planning and Cluster policy. WP2 and WP3 are performed in sequence and form the core of the cyclic approach, since they are mainly finalized to the case studies analysis for the comparative investigation of the potential of S3 in the EU, and of the potential of Cluster implementation in the US. Each project phase consists of a cycle, both in the WP2 and in the WP3. At the start of a cycle, the results and conclusions of the previous cycle are incorporated into the working material. This leads to gradual refinement of the conceptual frame to incorporate spatial factors in S3 plans. By continuous empirical evaluation sessions, the results remain practically usable, and rooted in the practitioners' toolkit of the urban planning and local development fields. The WP4 is performed to build pilot S3 area according with the assessment grid of successful factors developed through the case studies' analysis



WP1 concerns the background knowledge to build the conceptual framework for gathering data, information from the case studies areas (Boston and San Diego). It is expected to produce, beyond the current state of the art on the cluster theory, a novel concept of cluster more socially and locally oriented, paving the way to pursue ground- breaking objectives, to be achieved through a rigorous and evidence- based empirical work delivered in WP2 and WP3.

WP2 concerns the creation of an evidence- based and users- oriented framework, based on the selected case studies, with respect to the spatial factors and governance of the cluster approach.

WP3 concerns the development and application of a valuation tool that monetises the social and environmental value of new clusters identified and described in WP2.

WP4 concerns the interpretation of end-users feedbacks and information and the creation of an enhanced and comparative method, based on the results from WP2 and WP3, that is supposed to be tested in pilot S3 areas purposely selected across the EU.

In terms of ethics, data collection from desk analysis will include open-web data and is not subject to confirmation or compliance with US and EU legislation as foreseen for data transfer to and from USA. Interviews and questionnaires will be conducted in compliance with the Ethical guidelines applicable both in EU and in the hosting institutions and -as under the CLUDs project research methodology- won't regard personal data nor political opinions.

- Credibility and feasibility of the project through the activities proposed.

The MAPS-LED has been organized in 4 WPs in a such a way as to build a conceptual and logical frame to organize the operational work plan in activities. The development of the research is based on the right number of planned secondments that allows the exchange of knowledge to reach the main objective of the research, that is, research and innovation transfer in the field of ADVANCED CLUSTER POLICIES and S3 SPATIALLY ORIENTED POLICIES.

The secondments are distributed among the WPs with respect to the activities and the number of ER and ESR involved. The WP2 and WP3 have been planned with a higher number of secondments since they are dedicated to develop case studies in the US about success factors of cluster implementation. The WP1 has been planned to organize the operative activities by focusing on the state of the art in cluster policy and cluster implementation, in US and EU, and to highlight the innovative potential of S3 spatially-oriented policies. The secondments are mostly implemented by ERs from both EU and US parties. The WP1 has been planned to exploit the findings of the evaluation cluster factors to build pilot areas for S3 in selected EU regions provided by RIS3 plans under Operational Regional Programmes. The feasibility of the project rests on a clear organization of the work-plan, articulated through the following milestones: 3 mid-term meetings suitable to systematically monitor, assess and -if necessary- adjust the expected results achievement process; 3 workshops suitable to guarantee the ongoing dissemination of the intermediate findings, in order to timely receive feedbacks from the final users; 1 international symposium suitable to guarantee the higher scientific level of the research final findings and its international breath in terms of innovation.

- Gender aspects in the planning of the activities

According to the Commission recommendations, the planning of activities is aimed at ensuring the 40% of the under-represented sex in all its expert groups, panels and committees, particularly under Horizon 2020. At this purpose, gender balance has been taken in account both in the composition of the single research groups of experts (PAU: 4 f/4m; SOBE 2f/2m; FOCUS 3f/2m; Aalto 2f/2m; NEUSEP 2 f/ 4 m; SDSU 2 f/4 m) and in the key-roles covered in the research as a whole (3 f and 3 m as unit coordinators). The female presence in the overall expert group is 45%. The overall coordinator of the research is a female. In the composition of the ESR groups for the field work organisation it will be ensured a gender balance as well.

Secondment table based on Section A3

staff member		Seconded from				seconded to				Work package number	Starting month	Duration
ID	Profile	Participant short name	Country	Region	Academic sector	Participant short name	Country	Region	Academic sector			
1	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	1	5	3
1	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	2	10	3
1	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	3	22	3
1	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	4	34	3
2	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	1	5	1
2	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	2	12	1
2	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	3	24	1
2	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	4	36	1
3	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	1	5	1
3	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	2	24	1
3	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	3	36	1
4	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	1	5	1
4	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	3	24	1
4	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	4	36	1
5	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	1	5	1
5	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	2	12	1
5	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	3	24	1
5	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	4	36	1
6	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	1	5	1
6	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	3	24	1
7	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	1	5	1
7	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	3	24	1
8	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	1	5	1
8	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	3	24	1
9	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	1	5	3
9	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	2	10	3
9	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	3	22	3
9	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	4	34	3

staff member		Seconded from				seconded to				Work package number	Starting month	Duration
ID	Profile	Participant short name	Country	Region	Academic sector	Participant short name	Country	Region	Academic sector			
10	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	1	5	3
10	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	2	10	3
10	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	3	22	3
10	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	4	34	3
11	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	1	5	3
11	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	2	10	3
11	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	3	22	3
11	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	4	34	3
12	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	1	5	3
12	ER	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	2	10	3
12	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	3	22	3
12	ER	PAU	IT	EU/AC	yes	SDSU	US	TC	no	4	34	3
13	ESR	PAU	IT	EU/AC	yes	NEUSEP	US	TC	yes	1	5	4
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15	ESR	PAU	IT	EU/AC	yes	SDSU	US	TC	no	3	25	6
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18	MNG	PAU	IT	EU/AC	yes	SDSU	US	TC	no	3	24	1
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20	TECH	PAU	IT	EU/AC	yes	SDSU	US	TC	no	3	24	1
21	ER	FOCUS	IT	EU/AC	yes	NEUSEP	US	TC	yes	1	5	2
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21	ER	FOCUS	IT	EU/AC	yes	SDSU	US	TC	no	3	24	1
21	ER	FOCUS	IT	EU/AC	yes	SDSU	US	TC	no	4	36	1

staff member		Seconded from				seconded to				Work package number	Starting month	Duration
ID	Profile	Participant short name	Country	Region	Academic sector	Participant short name	Country	Region	Academic sector			
22	ER	FOCUS	IT	EU/AC	yes	NEUSEP	US	TC	yes	1	5	2
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staff member		Seconded from				seconded to				Work package number	Starting month	Duration
ID	Profile	Participant short name	Country	Region	Academic sector	Participant short name	Country	Region	Academic sector			
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39	ER	SOBE	UK	EU/AC	yes	SDSU	US	TC	no	3	24	1
39	ER	SOBE	UK	EU/AC	yes	SDSU	US	TC	no	4	36	1
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staff member		Seconded from				seconded to				Work package number	Starting month	Duration
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47	ER	NEUSEP	US	TC	yes	SOBE	UK	EU/AC	yes	3	30	1
47	ER	NEUSEP	US	TC	yes	AALTO	FI	EU/AC	yes	4	42	1
47	ER	NEUSEP	US	TC	yes	PAU	IT	EU/AC	yes	4	48	1
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48	ER	NEUSEP	US	TC	yes	FOCUS	IT	EU/AC	yes	2	18	1
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48	ER	NEUSEP	US	TC	yes	SOBE	UK	EU/AC	yes	4	42	1
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49	ER	NEUSEP	US	TC	yes	AALTO	FI	EU/AC	yes	3	30	1
49	ER	NEUSEP	US	TC	yes	SOBE	UK	EU/AC	yes	4	42	1
49	ER	NEUSEP	US	TC	yes	PAU	IT	EU/AC	yes	4	48	1
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staff member		Seconded from				seconded to				Work package number	Starting month	Duration
ID	Profile	Participant short name	Country	Region	Academic sector	Participant short name	Country	Region	Academic sector			
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51	ER	NEUSEP	US	TC	yes	FOCUS	IT	EU/AC	yes	2	18	1
51	ER	NEUSEP	US	TC	yes	AALTO	FI	EU/AC	yes	3	30	1
51	ER	NEUSEP	US	TC	yes	SOBE	UK	EU/AC	yes	4	42	1
51	ER	NEUSEP	US	TC	yes	PAU	IT	EU/AC	yes	4	48	1
52	ER	NEUSEP	US	TC	yes	PAU	IT	EU/AC	yes	1	1	1
52	ER	NEUSEP	US	TC	yes	FOCUS	IT	EU/AC	yes	2	18	1
52	ER	NEUSEP	US	TC	yes	AALTO	FI	EU/AC	yes	3	30	1
52	ER	NEUSEP	US	TC	yes	SOBE	UK	EU/AC	yes	4	42	1
52	ER	NEUSEP	US	TC	yes	PAU	IT	EU/AC	yes	4	48	1
53	ER	SDSU	US	TC	no	PAU	IT	EU/AC	yes	1	1	1
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53	ER	SDSU	US	TC	no	SOBE	UK	EU/AC	yes	4	42	1
53	ER	SDSU	US	TC	no	PAU	IT	EU/AC	yes	4	48	1
54	ER	SDSU	US	TC	no	PAU	IT	EU/AC	yes	1	1	1
54	ER	SDSU	US	TC	no	FOCUS	IT	EU/AC	yes	2	18	1
54	ER	SDSU	US	TC	no	AALTO	FI	EU/AC	yes	3	30	1
54	ER	SDSU	US	TC	no	SOBE	UK	EU/AC	yes	4	42	1
54	ER	SDSU	US	TC	no	PAU	IT	EU/AC	yes	4	48	1
55	ER	SDSU	US	TC	no	PAU	IT	EU/AC	yes	1	1	1
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55	ER	SDSU	US	TC	no	SOBE	UK	EU/AC	yes	4	42	1
55	ER	SDSU	US	TC	no	PAU	IT	EU/AC	yes	4	48	1

staff member		Seconded from				seconded to				Work package number	Starting month	Duration
ID	Profile	Participant short name	Country	Region	Academic sector	Participant short name	Country	Region	Academic sector			
56	ER	SDSU	US	TC	no	PAU	IT	EU/AC	yes	1	1	1
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56	ER	SDSU	US	TC	no	AALTO	FI	EU/AC	yes	3	30	1
56	ER	SDSU	US	TC	no	SOBE	UK	EU/AC	yes	4	42	1
56	ER	SDSU	US	TC	no	PAU	IT	EU/AC	yes	4	48	1
57	ER	SDSU	US	TC	no	PAU	IT	EU/AC	yes	1	1	1
57	ER	SDSU	US	TC	no	FOCUS	IT	EU/AC	yes	2	18	1
57	ER	SDSU	US	TC	no	AALTO	FI	EU/AC	yes	3	30	1
57	ER	SDSU	US	TC	no	SOBE	UK	EU/AC	yes	4	42	1
57	ER	SDSU	US	TC	no	PAU	IT	EU/AC	yes	4	48	1
58	ER	SDSU	US	TC	no	PAU	IT	EU/AC	yes	1	1	1
58	ER	SDSU	US	TC	no	FOCUS	IT	EU/AC	yes	2	18	1
58	ER	SDSU	US	TC	no	AALTO	FI	EU/AC	yes	3	30	1
58	ER	SDSU	US	TC	no	SOBE	UK	EU/AC	yes	4	42	1
58	ER	SDSU	US	TC	no	PAU	IT	EU/AC	yes	4	48	1

Overview secondments by reporting Period

Beneficiary short name	Sum of RP1	Sum of RP2	Sum of Duration
PAU	91	37	128
SOBE	48	24	72
AALTO	42	22	64
FOCUS	44	28	72
NEUSEP	12	18	30
SDSU	12	18	30
Grand Total	249	147	396

4.2 Appropriateness of the management structures and procedures, including quality management and risk management

The MAPS-LED project will be implemented by following a **project management oriented approach**, which will be based on the concept of the on-going evaluation aimed at monitoring, assessing and improving the research implementation process.

The evaluation process of the achievement grade of the expected results, applied across the whole implementation phases of the research, responds to four fundamental objectives:

1. Minimizing the risk of turning from expected results
2. Maximizing the quality of the research activities to reach the research results
3. Maximizing the innovation grade reachable by the research project
4. Increasing the research internationalization

In particular, the evaluation process is tackled since of the kick-off meeting. During the kick-off meeting the "Management Report of the research project" will be prepared. It will be articulated by the work packages of the entire research. In particular, the Report will include specific **Road Maps for each WP**. The Road Map will define evaluation indicators finalized to:

- a) Capture implementation risk and put in action mixed adjustments to guarantee the research objectives attainment.
- b) Define implementation tools by the configuration on innovative scenarios in the field of the research.
- c) Identify transferability criteria to facilitate the internationalization process of the research.

To support the management activities of the Road Maps, the Report will include the elaboration of the **operative plan in form of a Gantt chart**.

The Gantt chart will include -for each WP- the information on activities such as: timing, deliverables, milestones, critical points and resources involved.

An ongoing evaluation approach will be followed throughout the whole implementation process of the research project, by exploiting the potential of the mid-term meetings also in order to self-assess the partial results. External expert, in particular from the local stakeholders community, will be invited, particularly during the Pilot S3 area development phase.

The management plan of the exchange scheme is supposed:

- To ensure that the training activities are suitable to achieve the expected result within research programme;
- To ensure that the knowledge sharing process is feasible from the beginning of the activities;
- To encourage the efficient exploitation of complementarities and synergies between the partners.

As concerns the first objective, the management plan will establish a system of local/host tutor who will be responsible of the ongoing training and research activities. To facilitate the management of these activities, three midterm meetings will be held, one for each year, with the objective to make different step of programme process evaluation. The first midterm meeting will provide insights into the performance of programme together with recommendations for the improvement of the quality and relevance of activities (training and research). The second and third mid-term meetings will include an update of the mid-term evaluation and will focus on the issues where the programme can add most value. In particular, the 2nd Mid-term (24th month) will allow for the provision of direct feedback from the Research Executive Agency (REA) Project Officer, that will be invited to participate. The fourth midterm meeting will have the task to prepare the structure and the main issues of the international symposium to be held at the end of the programme.

As concerns the second objective, the management plan will establish the construction of the website and the organization of the three workshop to be held at the end of the second, third and fourth year. The workshops will be open to a wider target audience and will be about the focuses coming from midterm meeting.

- **Example of Roadmap**

Road Map						
Operative Plan of the research project						
Work package:	Date	Specific Objective:				
OUTPUT						
PERFORMANCE INDICATORS	Description					
RESULT INDICATORS	Description					
IMPACT INDICATORS	Description					
CONTRIBUTION TO THE GENERAL OBJECTIVE OF THE RESEARCH	1 st Indicator	2 nd Indicator	3 rd Indicator	4 th Indicator	5 th Indicator
ACTIVITY	1	2	3			
LEVEL OF EXPECTED IMPLEMENTATION						
CORRELATED SEMINARS	Name		Specific Activity			
WORKSHOP	Name		Specific Activity			
INTERNATIONAL TRACK	Activity					
	1:					
	2:					
STRENGTH AND WEAKNESS						
BEST PRACTICE						
FUNCTIONAL ORGANIZATION TO REACH THE WP OBJECTIVES						

As concerns the third objective, each university will capitalize the analysis and the research on pilot case study by focusing on MAPS-LED innovative methodology and by implementing it within a European based case study.

4.3 Appropriateness of the institutional environment (infrastructure)

- Availability of the expertise and human resources, to carry out the proposed research project.

The academic staff involved in the MAPS-LED project both hold an adequate level of expertise on delivering international comparative research projects, as demonstrated through the outcomes of the CLUDs projects, and have an excellent level of competences on the interdisciplinary fields covered by the research topics, as testified by the broad range of publications and research products delivered partly reported in the beneficiaries and partners tables.

The management staff of each department/school is capable to manage expenditure and knows European procedures about account rules and audit control. The **financial management** of the project is aimed at ensuring a clear and transparent record of the expenditure's chain at each partner's level, and is focused on a robust audit trail procedure aimed at making the **complete traceability of the assistance transparent and clear**.

The coordination will be held by the PAU of the University Mediterranea in Reggio Calabria: Prof. Carmelina Bevilacqua is the coordinator, following the coordination of the CLUDs project. She is assistant professor in urban planning and has a strong experiences in evaluation of public investment within structural funds programmes (Operational Regional Programmes all through 2000-2006, 2007-2013 and 2014-2020 periods). She, indeed, is component of the Evaluation of public Investment Unit of Campania Region since 2001. She is expert in both programme and

project evaluation and in the assessment of public investment spatial effects at regional and local level.

The European partners as a team will be supported throughout the whole period of implementation of the Marie Curie grant by the Research Office of the University of Reggio Calabria, which will advise the coordinator in her role of Management Authority. At this aim, the managerial and technical staff of the Research Office of the University of Reggio Calabria will be fully involved and play an active role in the international exchange. In particular, three staff members will follow and support the European partners during part of their exchanges, to properly check all the administrative, managerial and technical issues related to the delivery of the project. Moreover, they allow us properly implementing in the best possible way all the actions which will follow the exploitation of the research project in itself, thus guaranteeing through an effective dissemination of the program that the long-lasting relationship across the EU and the US partners will be ensured.

- Description of the necessary infrastructures and any major items of technical equipment (if required) relevant to the proposed project.

Each partners of the exchange programme proposal has an adequate structure in terms of equipment (workstation, software and plotter) to develop both training and research activities. They are all departments or school of prestigious universities either in Europe or in USA. In particular, the coordination unit located in Reggio Calabria will rest on the existence of a GIS Laboratory, fully equipped with GIS software and appropriate workstations.

The cooperation among all partners is assurance by the website that will be built for the research and training activities. The website will collect all documents produced during the program, will be the principal instrument to share information and knowledge among partners and all who will be interested in it. The website will be built with an updated process of the web site of the CLUDs project (<http://www.cluds-7fp.unirc.it/index.php>) in order to contribute at strengthening the research network already established.

4.4 Competences, experience and complementarity of the participating organisations and institutional commitment

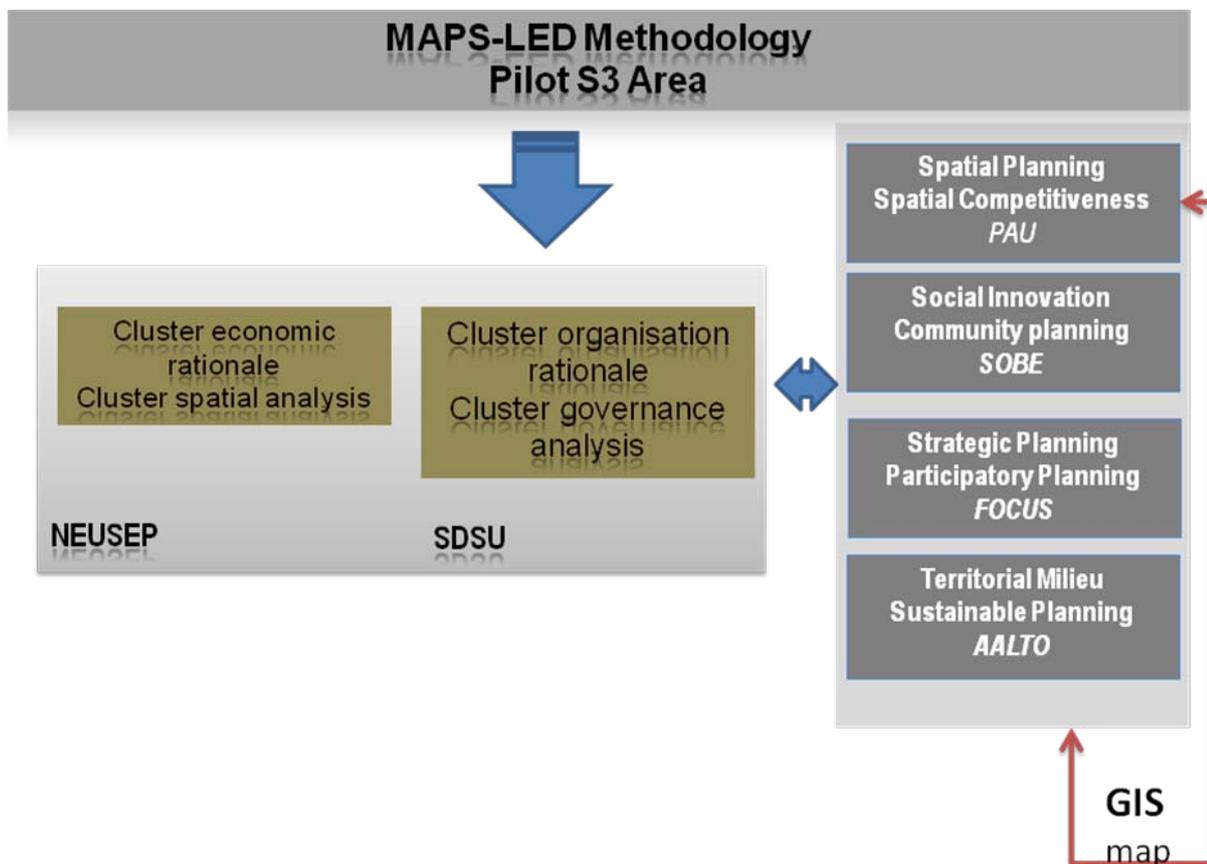
- Adequacy of the partnership to carry out the project explaining how participants' synergies and complementarities will be exploited

With respect to the research project goals, the objective of the joint exchange programme is to keep on bringing together an international and interdisciplinary group of research team for the purpose of forming an **excellent centre of synergy in research and innovation transfer in the field of ADVANCED CLUSTER POLICIES and S3 SPATIALLY ORIENTED POLICIES.**

Cluster policy, research and innovation strategies and spatial planning are a mix of synergy and trans-disciplinary research: social, economic, financial, environmental, political branches. Focusing on MAPS LED innovative methodology tool, spatially oriented innovative strategies can better spread the positive effect European regions and drive them through new urban sustainable systems by the right combination of all aspects – social, economic, environmental, etc.

The Complementarities/synergies between the partners is based on a cooperative approach for building an innovative methodology to assess the right explanation of research and innovation spatially- led strategies, in the S3 perspective. Therefore, the joint exchange programme is based on the research project on MAPS-LED articulated in a theoretical section (the first three years) and in a testing (implementation thereby) section on selected European regional areas. The idea to involve the 4 European universities with the characteristic described in the previous paragraph and two USA universities with that specialization comes out from the main topics of the research that characterizes their role, as synthesized in the following figure.

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6. Ethics Aspects

During the ethics screening carried out by the REA, the following Ethics issues were highlighted by the ethics screeners.

The Consortium intends to address the issues as explained below.

1 - Ethics issue =>Protection of personal data

Requirement 1 from the screeners: *The applicants clearly indicate that there are no ethical issues raised by MAPS-LED and they confirm that no personal data will be collected or exchanged. However, on pages 20 there is reference made to interviews and questionnaires. The applicants must explicitly confirm that no sensitive personal data will be collected in MAPS-LED. If this is the case, then the proposal raises no ethical concerns. If personal data is to be collected, then the applicants must describe the nature of this data and the measures that will be implemented to ensure compliance with H2020 guidelines.*

Consortium position: NO sensitive personal data will be collected in MAPSLED. Interviews and questionnaires are organized in an "Interview form" that together with the "Survey Form" allows to collect data for the selected case study in Boston and in San Diego, with respect the topic of the research (Cluster). The qualitative and quantitative data are organized in the form of interview to **selected actors who play official roles** within the selected Cluster. The "interview form" is a tool finalized to gather qualitative and quantitative data with respect the Cluster selected as case study

within the MAPS-LED project. The qualitative and quantitative data included in the “interview form” are logically and functionally connected with the information included in the “Survey form”. As matter of fact, the interview can be a way to integrate the information included in the “Survey form”, which is a tool that allows to organize the information gathered on desk, by analyzing official documents. Nevertheless, the qualitative and quantitative data gathered by interviews derive from official sources and refer to facts and do not deal with personal opinions. For this reason, the use of the “interview form” does not imply any connection with ethical issues. By the way, Interviews with “key people” will be preceded by a clear statement in order to make clear to the interviewed person the research goals.

2 - Non-EU countries

Comment from the screeners: *Although there will be data exchange between EU and the USA, this is not regarded as personal data. However, this should be explained in greater, explicit details.*

Consortium position: The case study analysis is the key methodological aspect of the MAPS-LED project. The object of the case study analysis in US is the Cluster that are mapped in an official website of the US secretary of commerce. Cluster Mapping website (<http://www.eda.gov/about/cluster-mapping.htm>) is used by governments, economic developers, and businesses to understand and shape the competitive landscape for a wide range of industries. These data are being put in the hands of local officials, who are using the information to make strategic investments, recruit new companies, and lay the groundwork for new industries. Across the country, the cluster mapping tool offers the ability to reinvent and modernize economic development strategies – **all driven by open data.**

Requirement 2 from the screeners: *The applicant must confirm that the ethical standards and guidelines of Horizon2020 will be rigorously applied, regardless of the country in which the research is carried out.*

Ethical standards and guidelines of Horizon 2020 will be rigorously applied throughout the whole MAPS-LED project implementation, regardless of the country in which the research is carried out - including the research carried out in the US, Third country under the MAPS- LED Proposal.

Requirement 3 from the screeners: *The applicant must provide details on the material which will be imported to/exported from EU and provide the adequate authorisations.*

The material used for the research are only official open data on Cluster in US that will be interpreted to understand the factors of success or failure of Cluster experiences in US and compare with Cluster experience in EU, therefore, no authorizations are requested.

7. Letters of Commitment of partner organisations



Northeastern

April 17, 2014

Prof. Carmelina Bevilacqua
Università Mediterranea di Reggio Calabria – PAU Department
Reggio Calabria, Italy

Dear Professor Bevilacqua,

We are pleased to accept your invitation to participate, as a Third Country partner, in the research project MAPS-LED, thereby strengthening the US-EU network that was set up with the original research CLUDs. The MAPS-LED research proposal matches our College's interests in local economic development, and we are confident that both sides will benefit from a further collaboration among the Institutions involved in the new proposal.

Economics Department
301 Lake Hall
360 Huntington Avenue
Boston, MA 02115
617.373.2882
f 617.373.3640
www.economics.neu.edu

As a Third Country partner, we hereby declare that we are committed to support the MAPS-LED project activities, to be parsed in the grant proposal. In particular, space permitting, we will offer visiting staff from EU-partners access to the University library, e-mail and IT facilities, and we will provide them with work space during their visits to our Institution. Collaboration in issuing the documents necessary to the EU researchers to apply for the J1-Status US Visa is also confirmed. In terms of support of the project training activities, we will be available to help facilitate the project's research goals by advising the Early Stage Researchers and by discussing and sharing ideas and knowledge with the Experienced Researchers. Our staff will also be pleased to be involved in exchanges with the EU-countries partners, according to the RISE opportunities, and to participate in conferences, seminars and workshops.

We expect this collaboration to further strengthen the existing international network among the academic institutions involved in the CLUDs project.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. T. Dickens".

William T. Dickens
University Distinguished Professor and Chair, Department of Economics

WTD/cf



SAN DIEGO STATE UNIVERSITY

School of Public Affairs
College of Professional Studies and Fine Arts
San Diego State University
5500 Campanile Drive
San Diego CA 92182-4505
TEL: 619 594 4355
FAX: 619 594 1165

City Planning
Criminal Justice
Public Administration

April 15, 2014

Prof. Carmelina Bevilacqua
Università Mediterranea di Reggio
Calabria – PAU Department
Reggio Calabria Italy

Dear Prof. Carmelina Bevilacqua,

We are pleased to accept your invitation to participate, as a Third Country partner, in the research project MAPS-LED, thus strengthening the US-EU network set up with the research program of Commercial Local Urban Districts (CLUDs). The MAPS-LED research proposal matches our faculty's interest in local economic development and we are confident that we will benefit greatly from an expansion of the collaboration among the institutions involved in the new proposal.

As a Third Country partner, we hereby declare that we are committed to support the MAPS-LED project research activities, to be conducted according to the grant proposal. In particular, we will offer visiting researchers from EU-partners the use of the university library, e-mail and IT facilities, as well as providing them with office and meeting space during their research stay. Collaboration in issuing the documents necessary to the EU researchers to apply for the J1-Status US Visa is also confirmed, as already provided during the CLUDs project's implementation. In terms of support for the training of Early Stage Researchers, we will be available to facilitate the research process by advising them and by discussing and sharing ideas and knowledge with the Experienced Researchers. Our faculty will also be glad to be involved in exchanges with the EU-countries partners, according to the RISE opportunities, and to participate in conferences, seminars and workshops to facilitate the transfer and sharing of knowledge. We expect as a result of this collaboration a continuous strengthening of the existing international network of the academic institutions involved in the CLUDs project, the publication of the results of the research in various forms, and the creation of opportunities for future research.

Consistent with our faculty policy on International Visiting Scholars we have an expectation that such faculty and doctoral students will contribute to the academic life of our School by presenting their research at various colloquia which will be open to our graduate students and faculty.

We look forward to our collaboration.

Sincerely,

Stuart Henry, Ph.D.
Director

THE CALIFORNIA STATE UNIVERSITY • BAKERSFIELD • CHANNEL ISLANDS • CHICO • DOMINGUEZ HILLS • FRESNO • FULLERTON • HAYWARD • HUMBOLDT • LONG BEACH • LOS ANGELES • MARITIME ACADEMY • MONTEREY BAY • NORTHRIDGE • POMONA • SACRAMENTO • SAN BERNARDINO • SAN DIEGO • SAN FRANCISCO • SAN JOSE • SAN LUIS OBISPO • SAN MARCOS • SONOMA • STANISLAUS



**Marie Skłodowska-Curie Actions (MSCA)
Research and Innovation Staff Exchange (RISE)
H2020-MSCA-RISE-2014**

**Annex 1 to the Grant Agreement
(Description of the Action)
Part B**

ESTIMATED BUDGET FOR THE ACTION (page 1 of 2)

	Number of units (researcher months)
Beneficiary 1	128.00
Beneficiary 2	72.00
Beneficiary 3	64.00
Beneficiary 4	72.00
Total	396.00

Estimated eligible* costs (per budget category)								EU contribution		
Form of costs***	A. Costs of seconded staff members		B. Institutional costs				Total costs	Reimbursement rate %	Maximum EU contribution **	Maximum grant amount
			B.1. Research, training and networking costs		B2. Management and indirect costs					
	Unit	Unit	Unit	Unit	Unit	Unit				
	Costs per unit	Total (a) ****	Costs per unit	Total (b)****	Costs per unit	Total (c)****	(d) =(a)+(b)+(c)	(e)	(f)	(g)
Beneficiary 1	2000.00	256000.00	1800.00	230400.00	700.00	89600.00	576000.00	100.00	576000.00	576000.00
Beneficiary 2	2000.00	144000.00	1800.00	129600.00	700.00	50400.00	324000.00	100.00	324000.00	324000.00
Beneficiary 3	2000.00	128000.00	1800.00	115200.00	700.00	44800.00	288000.00	100.00	288000.00	288000.00
Beneficiary 4	2000.00	144000.00	1800.00	129600.00	700.00	50400.00	324000.00	100.00	324000.00	324000.00
Total		672000.00		604800.00		235200.00	1512000.00		1512000.00	1512000.00

ESTIMATED BUDGET FOR THE ACTION (page 2 of 2)

* See Article 6 for conditions for costs to be eligible

** This is the theoretical amount of EU contribution if the reimbursement rate is applied to all the budgeted costs. The theoretical amount of EU contribution for the action is capped by the maximum grant amount.

*** See Article 5 for forms of costs

**** Total = Costs per unit x Number of units (researcher months)

ACCESSION FORM FOR BENEFICIARIES

UNIVERSITA DEGLI STUDI DI ROMA LA SAPIENZA (FOCUS), 80209930587, established in Piazzale Aldo Moro 5, ROMA 00185, Italy, IT02133771002, ('the beneficiary'), represented for the purpose of signing this Accession Form by MANUELA RICCI, Legal Signatory,

hereby agrees

to become beneficiary ('2')

in Agreement No 645651 ('the Agreement')

between UNIVERSITA DEGLI STUDI MEDITERRANEA DI REGGIO CALABRIA **and***the Unknown Agency ('the Agency'), under the power delegated by the European Commission ('the Commission'),*

for the action entitled 'Multidisciplinary Approach to Plan Smart Specialisation Strategies for Local Economic Development (MAPS-LED)'.

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 55.

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement the action in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary

ACCESSION FORM FOR BENEFICIARIES

AALTO-KORKEAKOULUSAATIO (AALTO) FI1, 22283574, established in OTAKAARI 1, ESPOO 02150, Finland, FI22283574, ('the beneficiary'), represented for the purpose of signing this Accession Form by Ilkka NIEMELÄ, Legal Signatory,

hereby agrees

to become beneficiary ('3')

in Agreement No 645651 ('the Agreement')

between UNIVERSITA DEGLI STUDI MEDITERRANEA DI REGGIO CALABRIA **and** *the Unknown Agency ('the Agency'), under the power delegated by the European Commission ('the Commission')*,

for the action entitled 'Multidisciplinary Approach to Plan Smart Specialisation Strategies for Local Economic Development (MAPS-LED)'.
'

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 55.

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement the action in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary

ACCESSION FORM FOR BENEFICIARIES

THE UNIVERSITY OF SALFORD (SOBE), RC000666, established in THE CRESCENT 43, SALFORD M5 4WT, United Kingdom, GB712463556, ('the beneficiary'), represented for the purpose of signing this Accession Form by Owen SUMMERS, Legal Sgnatory,

hereby agrees

to become beneficiary ('4')

in Agreement No 645651 ('the Agreement')

between UNIVERSITA DEGLI STUDI MEDITERRANEA DI REGGIO CALABRIA **and***the Unknown Agency ('the Agency'), under the power delegated by the European Commission ('the Commission'),*

for the action entitled 'Multidisciplinary Approach to Plan Smart Specialisation Strategies for Local Economic Development (MAPS-LED)'.
'

and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 55.

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement the action in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary

① print format A4

MODEL ANNEX 4 FOR MSC RISE

FINANCIAL STATEMENT FOR BENEFICIARY [name]

ANNEX 4

		Eligible* costs (per budget category)						EU contribution			
		A. Costs of seconded staff members		B. Institutional costs				Total costs	Reimbursement rate %	Maximum EU contribution **	Maximum grant amount
				B.1. Research, training and networking costs		B.2. Management and indirect costs					
Form of costs***		Unit		Unit		Unit					
		Costs per unit	Total (a) ****	Costs per unit	Total (b) ****	Costs per unit	Total (c) ****	(d) = (a)+(b)+(c)	(e)	(f)	(g)
Beneficiary	Number of units (researcher months)										
Beneficiary											

The beneficiary hereby confirms that:
 The information provided is complete, reliable and true.
 The costs declared are eligible (see Article 6).
 The costs can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 17, 18 and 22).

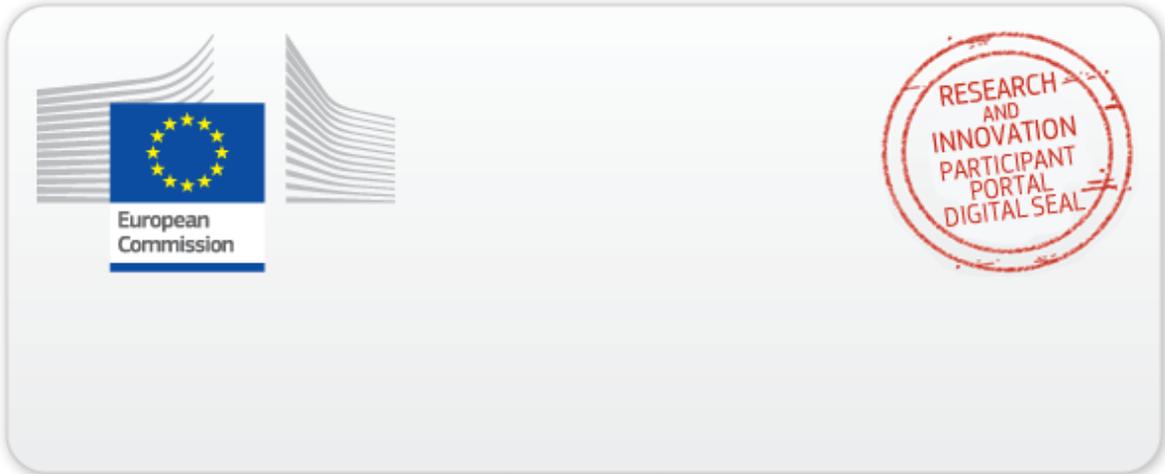
① The beneficiary must declare all eligible costs, even if - for actual costs, unit costs and flat-rate costs - they exceed the amounts indicated in the estimated budget (see Annex 2). Amounts not declared in the individual financial statement will not be taken into account by the Agency

* See Article 6 for conditions for costs to be eligible

** This is the theoretical amount of EU contribution if the reimbursement rate is applied to *all* the budgeted costs. The theoretical amount of EU contribution for the action is capped by the maximum grant amount.

*** See Article 5 for forms of costs

**** Total = Costs per unit x Number of units (researcher months)



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