



The Commission proposal for

HORIZON 2020

Rules for Participation and Dissemination

DG Research & Innovation



Before Horizon  
2020 launch

# HORIZON 2020

THE FRAMEWORK PROGRAMME FOR RESEARCH AND INNOVATION

## Official documents

### Proposals

[Horizon 2020 - The Framework Programme for Research and Innovation - Communication from the Commission](#) 92 KB

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[Proposal for a Regulation of the European Parliament and Council establishing Horizon 2020 - the Framework Programme for Research and Innovation \(2014-20\)](#) 477 KB

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[Proposal for a Regulation of the European Parliament and Council laying down the rules for the participation and dissemination in Horizon 2020](#) 109 KB

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[Proposal for a Council Decision establishing the Specific Programme implementing Horizon 2020](#) 526 KB

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[Proposal for a Council Regulation on the research and training programme of the European Atomic Energy Community \(2014-18\) complementing Horizon 2020](#) 275 KB

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## FORMS OF FUNDING

### ❖ Grants

**NEW**

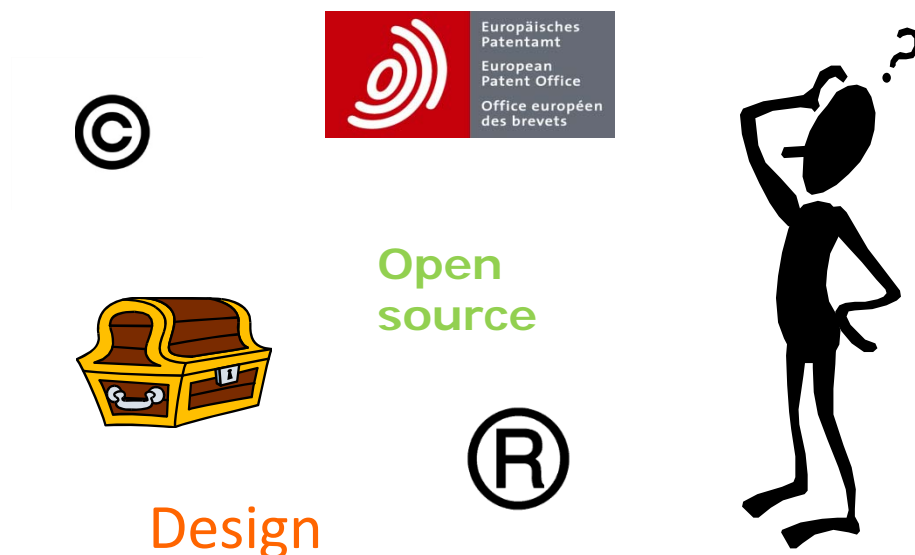
- ❖ Procurement, pre-commercial procurement and procurement of innovative solutions
- ❖ Prizes, including inducement prizes
- ❖ Financial Instruments

## GRANTS

- ❖ **Main funding stream**
- ❖ **Coherent approach:** principle of a single set of rules
- ❖ **Simplified approach**, including one funding rate per project for all participants and all activities:
  - default rate of maximum 100% of total eligible costs;
  - maximum 70% for actions consisting primarily of activities close to application.
- ❖ **IPR related provisions** were decided upon after an extensive stakeholder consultation, resulting in broad overall support to build on the existing rules, offering a secure and balanced framework while allowing sufficient flexibility.

- ❖ **General rule on ownership:** a participant owns the results it generates.
- ❖ **Joint ownership:** only if participants have jointly generated results and it is impossible to determine the respective share of the work in which case:
  - joint owners of results must reach an agreement;
  - unless otherwise agreed, each joint owner may grant non-exclusive licences to third parties (without the right to sub-licence), subject to giving prior notice and providing fair and reasonable compensation.
- ❖ **Rights of employees & third parties:** participants must ensure they can comply with their obligations under the grant agreement.

- ❖ **Protection:** if possible & justified, each participant must protect its results appropriately, taking into account legitimate interests.



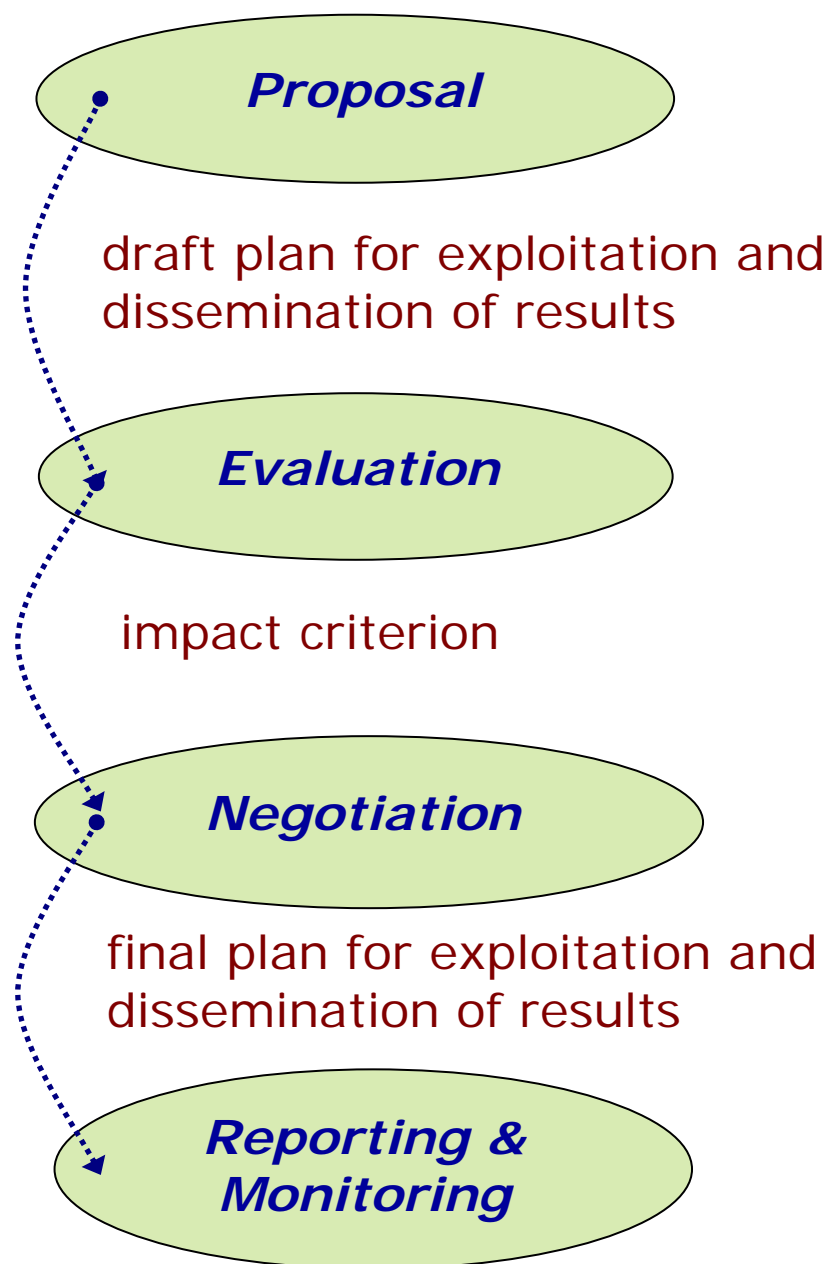
- ❖ **Notification to the Commission:** No, unless a participant has received EU funding and – for reasons other than the lack of commercial potential – does not intend to protect, extend or intends to abandon such protection. In this case, the Commission may protect.

- ❖ **Exploitation:** each participant must use its best efforts to exploit its results commercially or in further research, either directly or indirectly.
- ❖ **Additional exploitation obligations:** if necessary in the European strategic interest, the work programme/grant agreement may lay down additional exploitation obligations.
- ❖ **Access rights:** participants have access to results and background of other participants in the project if needed for exploiting their results.
- ❖ **Exclusive licences:** can be granted on condition that any access rights will be respected and any additional exploitation obligations complied with.
- ❖ **Transfers of ownership or grants of exclusive licences:** if a participant has received EU funding, Commission has right to object for competitiveness reasons if made to a third party established outside a MS/AC; where appropriate, the grant agreement will require prior notification.

- ❖ **Dissemination:** to accelerate research and innovation as well as to avoid unnecessary duplication of efforts, each participant must disseminate its results as soon as possible (subject to restrictions due to the protection of results, security rules or legitimate commercial interests).
- ❖ **Additional dissemination obligations:** more specific dissemination obligations may be laid down in the grant agreement.
- ❖ **Open access:**
  - mandatory open access to research publications;
  - opening to experiment with open access to other results in appropriate areas.
- ❖ **Prior notice:** before dissemination, a participant must notify the other participants who may object if their legitimate interests would suffer significant harm.



## ❖ Project cycle



❖ **Consortium agreement:**

- is mandatory unless otherwise provided in call;
- is an internal agreement between the participants;
- must be in compliance with Rules and Grant agreement.

❖ **Commitment 21 of the Innovation Union Communication:**

- the Commission will work with stakeholders to develop a set of model consortium agreements with options ranging from traditional approaches to protect IP through to more open ones;
- the Work Programme 2012 foresees the launch of a call for tender to assist in the implementation of this commitment.

## PRE-COMMERCIAL PROCUREMENT & PROCUREMENT OF INNOVATIVE SOLUTIONS

### ❖ **Pre-commercial procurement:**

- procurement of R&D services involving risk-benefit sharing under market conditions, where there is a separation of the R&D phase from the deployment of commercial volumes of end products;
- a contractor will own at least the generated IPR and contracting authorities will enjoy at least royalty-free access rights and the right to grant non-exclusive licences to third parties under fair and reasonable conditions.

### ❖ **Procurement of innovative solutions:**

- procurement where contracting authorities act as a launch customer for innovative goods or services which are not yet available on a large-scale commercial basis;
- if needed to ensure maximum uptake of the results and to avoid any unfair advantage, specific provisions may be laid down in grant agreement.

## PRIZES

### ❖ Inducement Prizes:

- a prize with a benchmarking based competition, where the award will be granted for the achievement of a pre-specified target;
- award may be subject to dissemination or exploitation conditions.

#### *An historical example: **The Longitude Prize***

*In 1714, the British government adopted an Act of Parliament offering a prize of £ 20,000 (> £ 2.5 million at today's prices) to the person providing the best method to accurately determine a ship's position.*

*While most methods used at the time to determine the longitude were based on astronomic observations, it was a clockmaker – John Harrison – who solved the problem by developing a reliable marine timekeeper.*



## FINANCIAL INSTRUMENTS

### ❖ Horizon 2020 includes two financial facilities:

- a loan and guarantee facility to improve access to debt financing for private companies and public entities investing in R&D;
- an equity facility to improve access to equity/venture capital for companies investing in R&D and Innovation.



❖ Financial instruments may be combined with grants funded under the Union budget, including under Horizon 2020.

# Thank you very much for your attention!

Find out more:

[www.ec.europa.eu/research/horizon2020](http://www.ec.europa.eu/research/horizon2020)