

# Annex B

# Guide for Beneficiaries

## Rules of SoMoPro 3

Version March 2017

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## 1. List of Abbreviations

1.1. The following abbreviations are used for the purposes of this Guide and the Grant Agreement:

- a) ASMR      Assembly of the South Moravian Region
- b) CR        Czech Republic
- c) EC        European Commission
- d) ECB       European Central Bank
- e) EU        European Union
- f) IPR       Intellectual Property Rights
- g) REA       Research Executive Agency
- h) SC        Steering Committee
- i) SMR       South Moravian Region (Regional Authority of the South Moravian Region)

## 2. Definition of Terms

2.1. For the purposes of this Guide, the terms defined in the Grant Agreement and the following terms are used. They have the meaning specified below:

a) Confidential information:

Data, documents or other materials stated in Article 11.1 of this Guide.

b) Non-eligible project costs:

Costs not eligible under this Guide and the Grant Agreement.

c) Foreground:

Results, mainly information, obtained within the project regardless of whether they can be subject to legal protection or not. These results include namely rights associated with copyrights, protected industrial designs, patent and invention rights, plant variety rights or other similar forms of legal protection.

d) Person in Charge of the project implementation:

The main researcher or head of the team in charge of implementing the project with the participation of the visiting researcher. This person is listed under Annex A to the Agreement.

e) Authorised Representative:

A person authorized to act on behalf of the beneficiary as their statutory representative or a person authorized by the beneficiary's statutory representative to represent the beneficiary in the matters of the SoMoPro 3. This person is listed under Annex A to the Agreement.

f) Employment contract:

An employment contract in the meaning of Act No. 262/2006 Coll., the Labour Code, as subsequently amended, concluded between the beneficiary and the visiting researcher.

g) Project revenue:

Any revenue generated by the beneficiary that is directly related to a result of the project. The project revenue means mainly financial resources or gratuitous non-monetary donations that third persons donate to the beneficiary specifically for the purposes within the project, incomes from activities performed within the project implementation and incomes from sales of property or provision of material burden or right of use (e.g. rent) for property acquired from financial resources of the grant. Project revenue is not an interest from the grant payment on account stated in Art. 4.2 of the Agreement. Project revenue does not include incomes generated from the use of foreground originated within the project.

h) Living Allowance:

The amount serving as a contribution to partial or entire coverage of expenses for salary provided for the visiting researcher on the basis of the employment contract between the beneficiary and the visiting researcher including mandatory deductions from this salary and mandatory payments for social security and health insurance paid by the beneficiary as the employer from this salary. The Living Allowance may be raised from the

Optional Contribution or the beneficiary's own resources and its amount is stated in Annex A to the Agreement.

i) Research, Training and Networking Contribution:

The amount serving as a contribution to expenses related to the participation of the visiting researcher in research, scientific and networking activities, mainly expenses for provision of bulk material and equipment necessary for the project implementation, expenses for participation in conferences and educational courses, fees for scientific magazines, fees for membership in scientific associations, etc. The provider will reimburse only expenses specified in the previous sentence that are stated in the project financial plan that is a part of Annex A to the Agreement. Contribution to the costs associated with the research activity can be increased from the Optional Contribution or the beneficiary's own resources, the amount is stated in Annex A to the Agreement.

j) Optional Contribution:

The amount serving as a contribution to partial or entire coverage of increased personnel costs associated with research activity, or to introduce a new category of contribution to costs related to the visiting researcher's mobility; i.e. to cover expenses related to their relocation and to relocation of their family, expenses for family member visits, expenses for operation of two households (i.e. a household in the place of project implementation and a household in their homeland), Czech language courses, etc. It can also be used to finance the team members, especially PhD students. The way of using the contribution for other direct costs is given in Annex A to the Agreement.

k) Overheads:

Fixed amount serving as a contribution to expenses which cannot be directly related to the given project but which can be identified and accounted for in the beneficiary's accounting systems as generated in direct relation with direct eligible project costs, mainly expenses related to the infrastructure and general operation of the beneficiary including expenses for building and facility rental and depreciation, expenses for water, gas and power supply, expenses for maintenance, insurance and minor office equipment, communication and connection services, postage costs and expenses for horizontal services including administration and financial proceedings, human resources, training, legal services, documentation, etc.

l) Access Rights:

Licenses and user rights to foreground or background.

m) Project publicity:

Any publishing of information about the project or its part, i.e. publishing on internet, printed materials, audio-visual material, communication with media, information events, cultural events, trade fairs and exhibitions, conferences, press conferences, seminars, campaigns and other relevant events associated with the project implementation.

n) Background:

Information that the beneficiary and the visiting researcher had prior to signature of the Agreement, as well as copyrights and other intellectual property rights related to this information, if the request for their protection

was submitted prior to signature of this Agreement and which are necessary for the project implementation or the use of foreground.

o) Dissemination:

Making the foreground accessible in any manner, except for their accessibility within the formalities necessary for protection of foreground. Foreground dissemination means mainly their publication in any media.

p) Use of foreground:

Direct or indirect use of foreground within other research activities different from research activities within the project or for development, creation or offering of the product or process or for creation or provision of a service.

### 3. General Provisions

- 3.1. This Guide is intended for those entities that meet the formal and content requirements specified in the call for proposals under the SoMoPro 3 announced by the provider via the administrator; their project was selected for funding under the SoMoPro 3 and the ASMR approved the funding of this project.
- 3.2. The project shall be implemented in the region of South Moravia, with the exception of business trips of the visiting researcher, while the region of South Moravia must have a demonstrable complete or prevailing benefit from the project implementation. What is conclusive is the place where the project is implemented, not the registered address of the beneficiary. The beneficiary is entitled to implement the project outside the region of South Moravia only in case the duration of the part implemented outside this territory does not exceed 30 % of total project implementation time and it is planned and approved in advance in the detailed project description, which is the subject of Annex A to the Agreement.
- 3.3. The beneficiary shall not transfer the duties and obligations resulting from the Agreement or a part thereof to a partner or any other person or legal entity. Transferring rights and obligations resulting from the Agreement does not mean entering into an employment contract with the visiting researcher or purchase of individual services or equipment necessary for the project implementation.
- 3.4. During the project implementation and after its completion, the beneficiary shall be entitled to communicate with the administrator, send enquiries, requests and suggestions related to the implemented or completed project.
- 3.5. The grant is in accordance with the Financial Control Act, a public financial support and shall be subject to all provisions of this Act.

## 4. Duties of the Beneficiary towards the Visiting Researcher

### BENEFICIARY'S FACILITIES

- 4.1. By signing the Agreement the beneficiary confirms the availability of all infrastructure, equipment and other tools needed for the project implementation as per the specifications set out under Annex A to the Agreement in scientific and technical terms and agrees that these tools will be provided to the visiting researcher throughout the duration of the project implementation.
- 4.2. The beneficiary shall guarantee the access of the visiting researcher to the means specified in Article 4.1 of this Guide, needed for the project implementation throughout its duration.
- 4.3. Upon request, the beneficiary shall guarantee the access of the visiting researcher to the accounting records related to the project implementation; mainly to the statements from the special bank account, accounting and other receipts related to the project and the grant.

### ACCESS TO THE BACKGROUND AND FOREGROUND AND INTELLECTUAL PROPERTY

- 4.4. The employment arrangement related to the intellectual property rights, in particular to the access to the background, use of foreground, project promotion and confidentiality shall comply with this Guide, mainly with Art. 5 and 11.
- 4.5. The visiting researcher shall be entitled to the free use of access rights to the background and foreground available to the beneficiary, shall the visiting researcher need the background or foreground for the professional preparation in the field of the research under the project implementation.
- 4.6. The visiting researcher shall be as soon as possible informed about any restriction that may potentially have a significant influence on the provision of access rights to the intellectual property.

### PAYMENT AND SCOPE OF WORK OF THE VISITING RESEARCHER

- 4.7. The beneficiary is bound to conclude an employment contract with the visiting researcher, which will provide a platform for any activities of the researcher that the researcher should perform within the project according to the Agreement. The beneficiary is obliged to ensure that the visiting researcher actually performs the activity stated in the employment contract.
- 4.8. The employment contract shall include the financial amounts which the visiting researcher is entitled to receive from the beneficiary under the employment contract. The employment contract must specify these payments unambiguously and determine the manner of their provision (in the form of non-monetary benefit, acceptance compensations, part of salary, etc.). Provision of these payment forms shall be on a monthly basis in a scope, manner and on dates specified in the employment contract throughout the implementation of the project.
- 4.9. The beneficiary is not entitled to withhold any payments designated for the visiting researcher according to the Agreement, which mainly means that:

- a) The beneficiary is obliged to pay the visiting researcher full salary according to the project financial plan (included in Annex A to the Agreement) every month upon regular payment terms; the "full salary" is a salary in Czech crowns (CZK) converted from an amount in EUR stated in the project financial plan with an EUR/CZK rate used for the calculation of the grant payment on account from EUR to CZK according to Art. 2.4 of the Agreement, i.e. by the exchange rate of fixed amount 25,50 CZK.

The exchange rate of the ECB corresponding with the average daily exchange rate for the reporting period will be used in the final statement for the conversion of the salary costs (the reporting period means the total time of the project). The beneficiary will calculate the difference between the amount previously paid in salaries of the visiting researcher and the amount of the salaries recalculated with the average daily exchange rates of the relevant reporting period. Detected balance (excess payment or undercharge) will be settled with the visiting researcher in the payment of the last month salary of the project.

A tool for calculating the average daily exchange rate of the reporting period is available at:

<http://www.ecb.europa.eu/stats/exchange/eurofxref/html/eurofxref-graph-czk.en.html>.

- b) The beneficiary is obliged to reimburse eligible costs that are subject to the Optional Contribution to the visiting researcher without unnecessary delay, but within one month from the day the visiting researcher claims reimbursement of such eligible cost to the beneficiary and documents it with an applicable receipt. In the case of eligible costs expended by the visiting researcher prior to the date of the project implementation start, the date for eligible costs reimbursement specified in the previous sentence is counted from the date of the project implementation start at the earliest.

4.10. The beneficiary is obliged to cover expenses included in the Optional Contribution in a manner minimizing related tax and insurance load for social and health security and in order to use as large amount of the Optional Contribution as possible in favour of the visiting researcher. For this purpose:

- a) The beneficiary will prefer, if possible regarding all circumstances, payment of expenses for education and training, cultural events, sports activities or recreation for the visiting researcher and his/her family members directly to the provider of the given service (i.e. the beneficiary will not reimburse these costs to the visiting researcher).
- b) In case that the project will demand the visiting researcher's relocation or relocation of their family from the place of their permanent residence or last place of operation to the place of project implementation, the beneficiary is obliged to cover the visiting researcher's costs related to the relocation in the form and scope of compensation upon acceptance in the meaning of § 177 and/or § 178 of Act No. 262/2006 Coll., Labour Code, as subsequently amended, unless the visiting researcher asks the beneficiary for another manner of compensation or in case payment of such costs in the form of compensation upon acceptance will be made impossible by valid legal regulations.

4.11. The visiting researcher performs a full-time job within the project. Changing the workload may be granted only on the basis of duly substantiated family or personal (not professional) reasons.



## OTHER REQUIREMENTS FOR THE EMPLOYMENT CONTRACT

- 4.12. The employment contract shall be concluded with the visiting researcher under the applicable legal regulations of the CR and EU, and the internal regulations of the beneficiary and it must be effective throughout the whole project implementation. In case a project change approved by the provider or the administrator requires a change in the employment contract, the beneficiary is obliged to implement this change within 15 days from the day the administrator approves the applicable minor project change, or within 15 days from the Agreement Annex efficiency, by which the applicable major change is established.
- 4.13. The employment of the visiting researcher shall follow European Charter for Researchers – the Code of Conduct for the Recruitment of Researchers ([http://ec.europa.eu/euraxess/index\\_en.cfm](http://ec.europa.eu/euraxess/index_en.cfm)), as well as the applicable Czech regulations concerning the recruitment of employees.
- 4.14. The employment contract shall be in accordance with all the provisions of the Agreement and at the same time shall:
- a) Include the Agreement in the attachment; in the event that the employment contract is concluded prior to signature of the Agreement, the Agreement must become an attachment to the employment contract in the form of written amendment signed by both parties no later than 15 working days from coming into force and effect of the Agreement.
  - b) Specify the period, for which the employment contract is concluded and which covers the entire project implementation period.
  - c) Specify the type of work performed (the working position) including an outline of research activity of the visiting researcher, while the visiting researcher's research activity shall correspond to the research activity description stated in Annex A to the Agreement and will establish applicable rights and duties of the visiting researcher and the beneficiary within this research activity.
  - d) Determine the date of commencement of the visiting researcher's work.
  - e) Make sure that the visiting researcher is subject to the social security regulations applicable as per Title II of the European Parliament and Council Regulation (EC) No. 883/2004 of 29 April 2004 on the coordination of social security systems.
  - f) Be provided for the visiting researcher, except for visiting researchers who are citizens of the Czech Republic or Slovakia, in English.
- 4.15. The beneficiary shall also make sure that:
- a) The visiting researcher enjoys the benefits of the same health and safety standards at any place of the project implementation that are provided to other researchers in similar positions.
  - b) The supervision of the research activities throughout the project implementation is ensured by a scientific researcher – the person in charge of the project implementation - listed under Annex A to the Agreement; any change in the supervision of the research activities shall be announced in advance, discussed and approved by the administrator in a manner set out in the Agreement and this Guide.

- c) In terms of confidentiality, the visiting researcher has the same rights and fulfils the same duties as the beneficiary; the rights and duties are set out in Art. 11 of this Guide.
- d) In terms of project publicity, the visiting researcher has the same rights and fulfils the same duties as the beneficiary; the rights and duties are set out in Art. 5 of this Guide.
- e) The visiting researcher agrees to publication of data and information about the project by the provider or administrator in accordance with the Agreement and this Guide.

#### FURTHER EDUCATION AND CAREER DEVELOPMENT OF THE VISITING RESEARCHER

- 4.16. The visiting researcher shall be provided with assistance related to the career development in a scope and manner set out under Annex A to the Agreement; the possibilities of the career development of the visiting researcher shall be the same as the possibilities of other researchers in similar positions.
- 4.17. The beneficiary shall enable involvement in the educational activities organized for the visiting researcher by the administrator.

#### EVALUATION, REPORTING, MONITORING, CONTACT DATA

- 4.18. The beneficiary shall ensure the cooperation of the visiting researcher on the reporting and project evaluation up to 2 years after the project completion. For this purpose, the beneficiary shall record and update the contact details of the visiting researcher for a minimum of 2 years after the project completion.
- 4.19. The beneficiary shall ensure the cooperation of the visiting researcher on the conducted check-ups.
- 4.20. The beneficiary shall commit the visiting researcher to the cooperation on the evaluation, reporting and monitoring in the employment contract.

#### FURTHER DUTIES OF THE BENEFICIARY IN RELATION TO THE VISITING SCIENTIST

- 4.21. As part of the project implementation, the beneficiary shall also make sure that:
  - a) No later than on the day of commencing the project implementation inform the visiting researcher in writing that he/she is considered a Marie Skłodowska-Curie fellow.
  - b) Visiting scientist is granted adequate assistance in all the administrative procedures required by the relevant public authorities of the CR.
  - c) Performance of scientific activities of the visiting researcher is in accordance with the ethical principles of the SoMoPro 3 defined in Art. 10 of this Guide.

## 5. Project Publicity and Dissemination of Project Information

### DUTIES OF THE BENEFICIARY RELATED TO THE PROJECT PUBLICITY

- 5.1. The beneficiary shall, throughout the duration of the project, take appropriate measures to engage with the public and the media about the project and shall meet all duties related to the project publicity specified in this Art. 5 of this Guide.
- 5.2. If the beneficiary is not able to meet any of the duties concerning the publicity rules, he/she shall promptly inform the administrator about this fact. The administrator may permit an exemption from the project publicity duties on the basis of a written and duly justified request submitted by the beneficiary to the administrator. Permitting the exception is not subject to any legal claim.
- 5.3. The approval or rejection of an exception shall be communicated to the beneficiary by the administrator usually within 15 calendar days of the receipt of the request submitted by the beneficiary. Before the beneficiary receives the written approval from the administrator, he/she shall fulfil the duties related to the project publicity in accordance with Art. 5 of this Guide.

### DUTY TO INFORM ABOUT THE PROJECT FINANCIAL RESOURCES

- 5.4. Any release of information (in any form including electronic) of the project or its part must, if possible, include this statement:
  - a) For communication activities: "This project has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie and it is co-financed by the South Moravian Region under grant agreement No. 665860."
  - b) For infrastructure, equipment and main results: "This infrastructure/equipment/type of result is part of the project that has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie and it is co-financed by the South Moravian Region under grant agreement No. 665860."
- 5.5. The statement stipulated in Art. 5.4. of this Guide shall be stated in a clearly visible place of the material (e.g. the front page) related to the publicity. The beneficiary shall translate this text into the language of the applicable material.

### DISPLAY OF THE APPLICABLE LOGOS AND FLAGS

- 5.6. In all printed and electronic materials related to publicity the beneficiary shall always display the EU's flag and SMR's logo, which are downloadable at <http://www.jcmm.cz/cz/somopro.html>, in compliance to the conditions for their presentation. The beneficiary does not need to request for a permission to present these logos and flags. When displayed together with another logo, the EU emblem must have appropriate prominence.
- 5.7. Logos and flags specified in Art. 5.6. of this Guide will be displayed on the first page of a document or other relevant page, if it is not possible, given the nature of the document, to put logos on the front page.
- 5.8. The provisions on compulsory display of logos and flags do not grant the beneficiary nor any other person exclusive rights to use these logos and flags.

#### OTHER BINDING ARRANGEMENTS CONCERNING THE PROJECT PUBLICITY

- 5.9. Any publicity made in respect of the project, in whatever form and on or by whatever medium, must indicate that it reflects only the author's view and that the EU is not responsible for any use that may be made of the information it contains.
- 5.10. Upon the request of the administrator, the visiting researcher will present the project within the SoMoPro programme promotion by the administrator or the provider.

#### PUBLISHING THE PROJECT INFORMATION BY THE PROVIDER OR ADMINISTRATOR

- 5.11. The provider, the administrator, REA and EC have the right to publish information stated in the Agreement or further project information in any form and on any medium, mainly:
  - a) Name of the beneficiary
  - b) Contact address of the beneficiary
  - c) The general purpose of the project in the form of a summary
  - d) Total project budget and co-funding by the provider and EC
  - e) The place(s) of the project implementation
  - f) The list of dissemination activities of new knowledge and/or patent applications relating to the foreground
  - g) The details/references and the abstracts of scientific publications relating to foreground and the published version or the final manuscript accepted for publication, if provided by the beneficiary
  - h) Parts of the interim and final publishable reports
  - i) Any graphic, audiovisual or web material provided to the beneficiary in the framework of the project
  - j) The full text of the Agreement
- 5.12. The provider and administrator are entitled to share the information stated in Art. 5.11 of this Guide with REA and EC.

#### PUBLISHING INFORMATION RELATED TO THE PROJECT AND COPYRIGHTS

- 5.13. The beneficiary shall make sure that all information handed over by the beneficiary to the administrator or the provider for the publishing purposes are covered by necessary permissions and that the administrator, provider, REA or EC do not violate any third party rights by publishing the information.
- 5.14. In case of dissemination of foreground and patent applications related to the foreground, the beneficiary is obliged to follow the publicity rules stated in Art. 11 of this Guide.

## 6. Communication with the Administrator, Changes in the Project

### COMMUNICATION WITH THE ADMINISTRATOR

- 6.1. With respect to Art. 1.4 of the Agreement, the beneficiary communicates on matters related to the Agreement and the project administration via the administrator, apart from activities excluded from the administrator's scope of reference according to Art. 1.4 (a) to (e) of the Agreement. However, the provider and the administrator are entitled to state in any case that the beneficiary shall communicate directly with the provider in such matters.
- 6.2. The communication between the beneficiary and the administrator is usually in Czech or English language. The beneficiary shall communicate in a language determined by the administrator at the administrator's request.
- 6.3. The administrator attends to submissions, requests or proposals submitted by the beneficiary usually within 15 calendar days of their delivery.
- 6.4. The beneficiary shall communicate with the administrator in writing if so stipulated in the Agreement or if requested so directly by the administrator. If the Agreement or this Guide does not state otherwise, the written communication will be provided in printed (i.e. non-electronic) form. However, if the administrator approves, the written communication can take form of electronic media, mainly e-mail.
- 6.5. In written communication with the administrator, the beneficiary shall always use the project registration number in the subject of the written document or e-mail.
- 6.6. At any time during the project implementation or after its completion; however, no later than 31. 8. 2025, the administrator is entitled to appeal to the beneficiary to submit background documents or information or to clarify facts related to the Grant Agreement. This request is addressed to the beneficiary in a written form and must be delivered to the statutory organ of the beneficiary. The beneficiary shall provide or supplement the requested documents or materials, provide the information or clarify the facts within (i) 10 calendar days of the delivery of the administrator's request; if the documents, materials or information are required prior to payment of the remainder of the grant according to Art. 4.5 of the Agreement, or (ii) 15 calendar days from the request delivery, if the documents or materials are required from the time of payment of the balance of the grant under Article 4.5 of the Agreement till 31. 8. 2025.

### PROCEEDINGS IN CASE OF CHANGES TO THE PROJECT

- 6.7. The beneficiary is obliged to announce any intended changes to the project in writing and to discuss them with the administrator immediately after the intention or necessity of such a change occurs.
- 6.8. Changes to the project are divided into major and minor. Major changes to the project can be realized by the beneficiary only if agreed in advance with the provider in the form of a written amendment to the Agreement. Particularly changes in Chapter VI Art. 6.2 of the Agreement are considered major changes to the project. The minor changes to the project are considered all project changes not specified in Article. 6.2 of the Agreement. The minor changes to

the project may be realized by the beneficiary if they have been approved in advance by the administrator.

- 6.9. If the administrator concludes that the change requested by the beneficiary is contrary to the conditions of the Agreement, this Guide or the SoMoPro 3 programme conditions, or that it can have a negative impact on the project implementation, the change shall not be permitted. The administrator shall inform the beneficiary about this fact. This does not affect the right of the administrator, or the provider, to disagree with the project change also in other cases than those stated in the previous sentence.
- 6.10. If the administrator concludes that the beneficiary has submitted an application that fails to meet the mandatory requirements set out in the Agreement or this Guide (for example, the form is not written or the application is not submitted in the correct language etc.), the beneficiary will be invited to submit a new application that will meet all the mandatory requirements. Before the beneficiary submits a new application, the time limit for approving or rejecting the project change by the administrator or the provider is suspended.

#### MINOR CHANGES TO THE PROJECT

- 6.11. The beneficiary shall submit a request for a minor project change approval to the administrator in writing. A minor change is approved/rejected by the administrator on the basis of written approval/disapproval of such a change sent to the beneficiary. Before the beneficiary receives the written approval from the administrator, it must not implement the changes, except for changes specified in more detail in Art. 6.5 of the Agreement.
- 6.12. The administrator shall send a written consent/disapproval to the beneficiary related to the request for a minor change usually within 15 calendar days from the date of the request for a minor change delivery to the administrator. If it is necessary that the required change should be assessed by the SC, this time-limit shall be adequately extended and the administrator shall immediately inform the beneficiary about this fact.
- 6.13. The application for a minor change in the project may be submitted at any time before the project completion. However, the administrator may not approve the change if time-limits for approval/disapproval of a minor project change specified in Art. 6.12 of this Guide (including the possibility to extend this term) against the date of request submission falls to a date later than the project completion date.

#### MAJOR CHANGES TO THE PROJECT

- 6.14. The beneficiary submits the request for a major project change approval to the administrator in writing, in Czech and English language. The request in Czech language is binding.
- 6.15. The beneficiary may implement a major project change only after this change has been agreed upon with the provider in the form of a written amendment to the Agreement, i.e. from the moment the amendment to the Agreement enters into force. It is not possible to establish changes in the form of Agreement amendments with retroactive force and validity. Until the written amendment to the Agreement enters into force, the beneficiary must not implement the change; except for changes specified in more detail in Art. 6.5 of the Agreement.

- 6.16. By the moment the written amendment to the Agreement enters into force, it is considered that the provider agrees with the major project change, which is the subject of this amendment, and that both parties have been informed about this fact. Neither the administrator nor the provider sends any written notice to the beneficiary on the approval of such major project change by the provider.
- 6.17. If the provider agrees with the proposed major project change, it will be approved in the form of a written amendment to the Agreement usually within 90 calendar days from the date of delivery of the beneficiary's request for approval of a major project change to the administrator. If it is necessary that the required change should be assessed by the SC, this time limit shall be adequately extended and the administrator shall immediately inform the beneficiary about this fact.
- 6.18. The beneficiary is entitled to submit a request for a major project change within 90 working days prior to the project termination at the latest. The administrator will not accept requests submitted after this deadline and the provider will not approve the change.

## **7. Mid-term Scientific Project Assessment and Monitoring of Ethical Principles**

- 7.1. During the project implementation, the provider or the administrator are entitled to conduct continuous scientific assessment of the project implementation that allows them to determine, inter alia, the status of the project implementation, its outputs and fulfilment of the project objectives. This scientific assessment will also be based on the progress reports. This assessment can be performed directly in the place of the visiting researcher's operation in the beneficiary's facility, in the presence of the visiting researcher.
- 7.2. The provider or the administrator is entitled to perform a check of ethical principles during the project implementation, according to Art. 10.1 of this Guide.
- 7.3. In the event that such an assessment or check of ethical principles identifies a failure to meet one or several duties of the beneficiary under the Agreement or this Guide, this fact may result in application of sanctions against the beneficiary by the provider. The sanctions are specified in more detail under the Agreement and this Guide.

## 8. Financial Management of the Project, Eligible and Non-eligible Project Expenditures

### PROJECT BOOK-KEEPING

- 8.1. Besides the duties specified in the Agreement, the beneficiary is also obliged to mark the original bank statements, accounting documents, invoices, simplified invoices, contracts and other book-keeping receipts related to the project with the project registration number and the words "program SoMoPro 3".

### SPECIAL BANK ACCOUNT OF THE PROJECT

- 8.2. If not specified otherwise, the beneficiary must pay project eligible costs via bank transfer; either from the common beneficiary's account or from a special project bank account. The beneficiary is obliged to establish this special account according to Art. 4.8 of the Agreement on behalf of the authorized person (e.g. supplier of products or services).
- 8.3. The beneficiary is obliged to provide sufficient financial resources on the special bank account necessary for the project implementation until receiving the grant from the provider.
- 8.4. In case the beneficiary performs payment of eligible costs from the common account in any calendar quarter, the beneficiary is obliged to transfer the amount of the eligible costs covered in the given calendar quarter from the special bank account to the common account within 30 calendar days from the end of such calendar quarter; the receipt for this transfer shall state the manner of calculation and justification of the amount transferred. The receipt stated in the previous sentence shall mainly include the list of all eligible costs paid from the beneficiary's common account in the given calendar quarter and subsequently reimbursed from a special bank account, as well as identification of accounting documents on the basis of which these eligible costs were paid (numbers of accounting documents in the accounting books of the beneficiary, etc.). With every progress report and final report, the beneficiary shall submit the aforementioned documents for all calendar quarters of the period subject to the progress or final report submitted.
- 8.5. The beneficiary must not cover eligible project costs in cash, apart from payments for administrative fees, government stamps or notary fees, payments related to travel compensation, payments for post package deliveries and payments for products or services in which their supplier does not accept cashless transactions or payment by credit card according to Art. 8.6 of this Guide (the beneficiary is obliged to prove this fact with trustworthy documents).
- 8.6. The beneficiary is authorized to pay for small purchases by the credit card issued for the project special bank account.
- 8.7. The special bank account of the project is intended exclusively for ensuring transparent monitoring of payments and incomes and any other payment and income not related to the project shall not be kept there.



## ELIGIBLE PROJECT COSTS

- 8.8. The grant may be used to settle only project eligible expenditure in a way and within time-limits set out in the Agreement and the Guide.
- 8.9. Advance payments related to the project shall be duly settled upon the project completion and reflected in the book-keeping of the beneficiary in actual amounts.
- 8.10. If the expenditure incurred by the beneficiary in relation to the project implementation are to be considered eligible, it shall cumulatively fulfil these conditions:
- a) Be actual, justified and duly documented.
  - b) Expended by the beneficiary.
  - c) Be essential for the project implementation.
  - d) If not further stated otherwise, be expended during the project implementation, i.e. from the date of the project implementation start according to Art. 3.1 of the Agreement till the project termination date; expending an eligible cost indicates the fact that the eligible cost has been covered by transfer of financial resources in cash or via bank transfer on behalf of another authorized legal entity or physical person, and the day of expenditure is the day of such payment.
  - e) Be incurred in accordance with the Agreement, this Guide and national legislation (tax, labour law and social security area).
  - f) Be adequate, i.e. it must correspond to prices common in the place and time (with the exception of expenditure intended for personal costs which may exceed the price common in the place and time, while the amount is fixed under Annex A to the Agreement).
  - g) Be implemented exclusively for the purposes of achieving the project goals and expected results and in accordance with the principle of:
    - economic efficiency (minimizing the implemented expenditure while respecting the quality of performed tasks and objectives of the project),
    - usefulness (optimal level of achieving the objectives while performing the defined tasks),
    - effectiveness (achieving the greatest possible scope, quality and benefits of the performed tasks compared to the funds spent on their execution).
  - h) Be duly posted in the book-keeping held by the beneficiary in a manner specified in the Agreement and in this Guide in accordance with relevant legal regulations and accounting standards.
- 8.11. Anomalously from Art. 8.10 Par. d) of this Guide, it is stated that:
- a) The costs expended in relation to the relocation of the visiting researcher and their family from their place of permanent residence or from the place of the researcher's last residence to the place of the project implementation are considered as eligible costs in terms of time even when these costs occur to the visiting researcher before the date of the project implementation start and the beneficiary reimburses these costs to the visiting researcher after the project implementation start.
  - b) In case of salary costs, the exertion day is the last day of the period for which these costs are provided, even when they are in fact covered later,

however only on the assumption that the salary costs are covered within one month after the period, for which they have been provided.

- 8.12. The following expenditure is not considered to be eligible and shall not be covered by the grant allocated under the SoMoPro 3 programme:
- a) Expenditure failing to meet the conditions set out under Art. 8.10 hereto.
  - b) Custom duties and indirect taxes, deductible VAT (VAT is an ineligible cost for the beneficiary, who can deduct input VAT).
  - c) Expenditure related to the acquisition and technical improvement of long-term assets.
  - d) Gifts and representation expenses.
  - e) Wages, bonuses and salaries (except for payments on behalf of the visiting researcher and the team members, especially PhD students).
  - f) Financial leasing.
  - g) Repayment of the principal or interests on loans and credits, payments associated with the loan or credit administration.
  - h) Keep-fit or recreational stays, except for stays for the visiting researcher and their family members compensated in accordance with Art. 4.10 of this Guide.
  - i) Book-keeping and accounting audit costs.
  - j) Contractual penalties, interests on late payment and other sanctions.
  - k) Deficits and damages.
  - l) Contingencies for future potential losses or commitments.
  - m) Exchange rate losses, costs associated with the return on capital.
  - n) Settlement of demonstrable travelling expenses for accommodation on business trips abroad exceeding EUR 150 per person/day (in case the researchers books the accommodation by himself/herself) or EUR 200 per person/day (in case that the researcher participates at conference or at other similar event and the accommodation was booked for him/her by the organiser of that event).
  - o) Settlement of demonstrable travelling expenses flight transport if an air ticket of a higher class than "economy class" has been used.
  - p) Expenses declared or incurred or settled in relation to another project implemented with the assistance of the EU or EURATOM.
  - q) Advance payments that have not been duly settled on the project completion and reflected in the actual amount in the book-keeping of the beneficiary.
  - r) Expenditure declared or incurred or settled contrary to Art. 8.2. of this Guide or expenditure covered from a common account of the beneficiary with which the beneficiary failed to comply with the duty specified in Art. 8.4 of this Guide.
  - s) Expenditure implemented by the beneficiary as a result of a change in the project, if his request for change contains false or distorted information that may have an influence on keeping the subject of the Agreement.
  - t) Expenditure incurred at a time of the project interruption.

- u) Expenditure that is not documented by an evident accounting document pursuant to paragraph 11 Art. 1 of Act No. 563/1991 Coll., on Book-keeping, as amended, and costs which were not posted as accounting cases in the books pursuant to Act No. 563/1991 Coll., on Book-keeping, as amended.
- 8.13 The beneficiary is obliged to make use of the Overheads contribution continuously. The contribution to Overheads must not be in any period for which the beneficiary submits a progress report or a final report, more than EUR 500 per month.
- 8.14 Use of the Overheads contribution will be accounted with a fixed rate of EUR 500 per month. Upon request, the recipient is required to show that the expenses actually incurred.
- 8.15 In case of internal performances, i.e. such performances where the eligible cost is accounted to the beneficiary by another organizational unit or other facility of the beneficiary (e.g. payments for dormitory stay), beneficiary's revenue must not be a part of the eligible cost. The beneficiary is obliged to submit a calculation of the applicable eligible cost from the accounting books of the beneficiary upon appeal.

## 9. Progress and Final Report, Reporting Rules

### PROGRESS REPORTS

- 9.1 The beneficiary is obliged to submit to the administrator in dates stipulated in the contract the progress reports in a scope and form set out in the template available on the administrator's website [www.jcmm.cz](http://www.jcmm.cz).
- 9.2 A progress report consists of three parts:
  - a) Part A: Project progress report
  - b) Part B: Progress report on the project financial management
  - c) Part C: Confirmation of the truthfulness, completeness and correctness of data
- 9.3 The individual progress report parts are submitted in the following language versions, in cases when a certain part of a progress report is processed in both Czech and English, the Czech version is binding:
  - a) Introduction page: English and Czech
  - b) Part A.1: English and Czech
  - c) Part A.2: English
  - d) Part A.3: English
  - e) Part A.4: English
  - f) Part A.5: English
  - g) Part B: Czech
  - h) Part C: English and Czech
- 9.4 The truthfulness, completeness and correctness of the report are the responsibility of the beneficiary. The progress report is always signed by

a person entitled to act on behalf of the beneficiary along with a person in charge of the project implementation and the visiting researcher.

- 9.5 The progress report is submitted once in written and once in electronic form, when "Part C: Confirmation of the truthfulness, completeness and correctness of the data" is saved in electronic form of the progress report including all signatures (the so-called scanned version). The written progress report is delivered to the administrator, duly signed and bound in a single document. Electronically, the progress report is submitted to the administrator by the beneficiary on a data medium.
- 9.6 Within the progress report submission, the beneficiary shall submit the following documents to the administrator: copies of the project bank account statement for the period in question, documents on transfer of financial resources between the project special bank account and the beneficiary's common account, the employment contract with the visiting researcher, the document on separate accounting of accounting operations for the period in question. The administrator or the provider is also entitled to ask the beneficiary to supplement or amend the progress report, to furnish further documents and data or to clarify other facts related to the subject of the Agreement. The beneficiary shall within 7 calendar days of the receipt of the request from the administrator or the provider furnish, supplement, amend or clarify the requested documents or facts.
- 9.7 The appendix to the progress report shall include copies of articles submitted for publication in scientific magazines and other outputs of scientific activities realised within the project during the period subject to the progress report.
- 9.8 The progress reports are assessed by the SC in scientific terms. An SC member may request additional information for the progress report by means of the administrator. The beneficiary will be informed on the final evaluation by the administrator. The resulting report can form a basis for the progress scientific assessment of the project in accordance with art. 7 of this Guide.

#### FINAL REPORT

- 9.9 The beneficiary shall submit the final report to the administrator in a scope and form set out in the template available on the administrator's website [www.jcmm.cz](http://www.jcmm.cz) in the deadline specified in the Agreement. The progress report also includes a payment request, which scope and essentials are set out in the stated template.
- 9.10 A final report consists of four parts:
  - a) Part A: Project Final Report
  - b) Part B: Final report on the project financial management
  - c) Part C: Request for payment
  - d) Part D: Confirmation of the truthfulness, completeness and correctness of data
- 9.11 The individual progress report parts are submitted in the following language versions, in cases when a certain part of a progress report is processed in both Czech and English, the Czech version is imperative:
  - a) Introduction page: English and Czech
  - b) Part A.1: English and Czech

- c) Part A.2: English
  - d) Part A.3: English
  - e) Part A.4: English
  - f) Part A.5: English
  - g) Part A.6: English
  - h) Part B: Czech
  - i) Part C: Czech
  - j) Part D: English and Czech
- 9.12 The truthfulness, completeness and correctness of the report are the responsibility of the beneficiary. The progress report is always signed by a person entitled to act on behalf of the beneficiary along with a person in charge of the project implementation and the visiting researcher.
- 9.13 The final report is submitted once in written and once in electronic form, when "Part D: Confirmation of the truthfulness, completeness and correctness of the data" is saved in electronic form of the final report including all signatures (the so-called scanned version). The written progress report is delivered to the administrator, duly signed and bound in a single document. Electronically, the final report is submitted to the administrator by the beneficiary on a data medium.
- 9.14 Within the final report submission, the beneficiary shall submit the following documents to the administrator: copies of the project bank account statement for the period in question, documents on transfer of financial resources between the project special bank account and the beneficiary's common account, the employment contract with the visiting researcher, the document on separate accounting of accounting operations for the period in question if the beneficiary claims their compensation. The administrator or the provider is also entitled to ask the beneficiary to supplement or amend the final report, to furnish further documents and data or to clarify other facts related to the subject of the Agreement. The beneficiary shall within 7 calendar days of the receipt of the request from the administrator or the provider furnish, supplement, amend or clarify the requested documents or facts.
- 9.15 The appendix to the final report shall include copies of articles submitted for publication in scientific magazines and other outputs of scientific activities realised within the whole project period.
- 9.16 The final report is assessed by the SC in scientific terms. An SC member may request additional information for the final report by means of the administrator. The beneficiary will be informed on the final evaluation by the administrator.

## 10. Ethical Principles

- 10.1 The beneficiary shall make sure that the project implementation follows the ethical principles in R&D defined by:
- a) National legislation of CR and the national legislation of other countries on whose territory the project will be implemented.
  - b) Legal regulations of EU including regulations contained in the Charter of Human Rights of the EC and in Regulation (EU) No 1291/2013, from 11 December 2013 establishing the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020).
- 10.2 By signing the Agreement the beneficiary confirms to have all necessary permissions to perform the research and to submit their copies to the administrator before the start of the project. The beneficiary commits itself to submit to the administrator all new permissions issued for the project during its implementation.
- 10.3 The beneficiary shall make sure that the research activities conflicting with ethical principles specified under Art. 10.1. of this Guide were not performed as part of the project implementation and were not funded from the provided grant.
- 10.4 The beneficiary is obliged to make sure that the project implementation does not include the following research activities:
- a) Scientific activity focused on human cloning for reproduction purposes.
  - b) Scientific activity that focuses on changes of genetic heritage of human beings and could make these changes hereditary.
  - c) Research activities focused on creation of human embryos solely for the purpose of research or for the purpose of stem cells acquisition, among other things also by transferring the somatic cell core.
- In case of violation of Art. 10.4 of this Guide, the provider denounces the Agreement in accordance to Art. X of the Agreement.
- 10.5 In the form of the progress or final report submitted to the administrator, the beneficiary shall provide information concerning the following areas that are relevant for the SoMoPro 3 programme:
- a) Human embryos and foetuses (hESCs)
  - b) Research on humans
  - c) Human cells and tissues
  - d) Personal data
  - e) Research on animals
  - f) Research outside the EU countries
  - g) Environment, health and safety
  - h) Dual use research or misuse of knowledge and data
  - i) Other ethical issues

## **11. Discretion, Information and Communication, Intellectual Property Protection, Foreground and Access Rights**

### GENERAL OBLIGATIONS OF CONFIDENTIALITY

- 11.1 During the project and for a period of four years after its completion, the beneficiary undertakes to preserve the confidentiality of any data, documents or other material that is identified as confidential in relation to the execution of the project (confidential information). Upon a duly substantiated request by the beneficiary, the provider via administrator may agree to extend this period regarding specific confidential information.
- 11.2 Where confidential information was communicated orally, its confidential character must be confirmed by the disclosing party in writing within 15 days after disclosure.
- 11.3 The beneficiary is entitled to provide confidential information to its employees or partner organizations only if such employees or partner organizations:
- a) Need this knowledge in order to fulfil the Agreement, and
  - b) They are bound by confidentiality obligations.
- 11.4 The obligation of confidentiality ceases to apply if:
- a) The party that has provided the information frees the other party from this obligation.
  - b) The confidential information was already known to the recipient or it was provided to the recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidentiality.
  - c) The recipient proves that the information has been obtained without the use of confidential information.
  - d) The confidential information becomes publicly available by means other than a breach of confidentiality obligations, or
  - e) The provision of such information is required by national or EU legislation.
- 11.5 The beneficiary undertakes to use such confidential information only in relation to the execution of the project unless otherwise agreed with the disclosing party.
- 11.6 The provider and the administrator are entitled to provide confidential information to REA and EC to fulfil their duties resulting from the co-financing of the SoMoPro 3 Programme on the part of EU.
- REA is authorized to provide confidential information to its employees, other EU institutions or third parties unless:
- a) It is necessary for the fulfilment of this Agreement or to protect the financial interests of the EU, and
  - b) Addressees of the information are bound by a duty of confidentiality.
- 11.7 Notwithstanding the preceding paragraphs, the treatment of data, documents or other material which are classified ("classified information") or subject to security restrictions or export- or transfer- control, must follow the applicable

rules established by the relevant national and EU legislation for such information, including the Commission's internal rules for handling classified information (Commission Decision No. 2001/94/EC, Euratom from 3 February 2005, which changes their Code of Procedure).

#### INTELLECTUAL PROPERTY RIGHTS CONCERNING FOREGROUND

- 11.8 The beneficiary is obliged to make sure that intellectual property rights related to the foreground will belong to the beneficiary.
- 11.9 If the visiting researcher or other personnel working for the beneficiary are entitled to claim rights to foreground, the beneficiary shall ensure that it is possible to exercise those rights in a manner compatible with its obligations under the Agreement and this Guide.
- 11.10 The use of the intellectual property rights to foreground (license) must be submitted at the earliest written request. Unless otherwise agreed, the license does not include the right to sublicense.

#### TRANSFER OF INTELLECTUAL PROPERTY RIGHTS CONCERNING FOREGROUND

- 11.11 Where the beneficiary transfers ownership of foreground to a third party, it shall pass on its obligations regarding that foreground to the assignee including the obligation to pass those obligations on to any subsequent assignee.
- 11.12 Where the beneficiary intends to transfer ownership of foreground to a third party established in a third country not associated to the EU's Horizon 2020, they have to inform the administrator of this intention before they do so. The administrator will forward this information to the EC that can raise objections against this transfer if they surmise that it is not in accordance with the interest to develop the competitive strength of the European Economic Community or if it violates ethical principles or safety aspects. In such cases, the transfer of ownership shall not take place unless the Commission is satisfied that appropriate safeguards will be put in place and has authorized the transfer in writing.

#### FOREGROUND PROTECTION

- 11.13 Where foreground is capable of industrial or commercial application, its owner shall provide for its adequate and effective protection, having due regard to its legitimate interests.
- 11.14 Patent applications relating to foreground, filed by or on behalf of the beneficiary must include the following statement: **"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 and it is co-financed by the South Moravian Region under grant agreement No. 665860."** This declaration will be translated into the language in which the patent application is filed. Translations into all EU languages will be drawn up by the beneficiary.
- 11.15 All filed patent applications relating to foreground shall be reported in the plan for the use and dissemination of foreground, which will be part of the progress and final report, including sufficient details/references to enable the administrator, provider or REA to trace the patent (application). Any such filing



arising after the final report must be notified to the administrator including the same details/references.

- 11.16 Where the foreground is capable of industrial or commercial application and its owner does not protect it and does not transfer it to third party established in a member state or country associated to Horizon 2020 along with the associated obligations, no dissemination activities relating to said foreground may take place before REA has been informed by the administrator. The administrator must be informed at the latest 60 days prior to the intended dissemination activity. The administrator will subsequently give this information to REA.
- 11.17 In cases stated in Art. 11.16 of this Guide, the EU may assume the intellectual property rights into their ownership and adopt measures for their adequate and efficient protection with the beneficiary's approval. The beneficiary may refuse to approve it only if they can prove that their entitled interest would suffer inadequately large damage. In case the foreground intellectual property rights get assumed by the EU, the EU also undertakes duties related to allocation of Access rights.

#### USE OF FOREGROUND

- 11.18 The beneficiary is obliged to use the foreground to which it has intellectual property rights or ensure its use.
- 11.19 The beneficiary is obliged to take measures to ensure that the foreground is used so that:
- a) The results are exploited in further research activities (outside the framework of the action).
  - b) It develops, produces or markets a product or process.
  - c) It develops and provides a certain service, or
  - d) The results will be applied in standardization.
- 11.20 The beneficiary shall report on the expected use to be made of foreground in the plan for the use and dissemination of foreground, which is part of the progress and final report. The information must be sufficiently detailed to permit the REA or the EC to carry out any related audit.

#### FOREGROUND DISSEMINATION

- 11.21 The beneficiary shall ensure that the foreground is disseminated as swiftly as possible. If it fails to do so the provider, administrator or REA may disseminate that foreground.
- 11.22 Dissemination activities shall be compatible with the protection of intellectual property rights, confidentiality obligations and the legitimate interests of the owner(s) of the foreground.
- 11.23 All publications or any other foreground dissemination will 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 and it is co-financed by the South Moravian Region under grant agreement No. 665860."
- 11.24 The text stated in Art. 11.23 of this Guide will be stated on the place designed for that and the beneficiary will translate it into the language of the applicable medium. In case of demonstrable limitation of graphic and content adjustments

of the medium by a third party, it is possible to state a shortened version of the text saying that the project is financed from the SoMoPro 3, co-financed by the European Union and the South Moravian Region. In such a case the beneficiary is entitled to refer to the exception provided for in Article 5.6.

- 11.25 Any dissemination activity shall be reported in the plan for the use and dissemination of foreground, included in progress reports and the final report, including sufficient details/references to enable the administrator, the provider or the REA to trace the activity. With regard to scientific publications relating to foreground published before or after the final report, such details/references and an abstract of the publication must be provided to the administrator at the latest one month following publication to allow administrator to provide information to REA. Furthermore, an electronic copy of the published version or the final manuscript accepted for publication shall also be provided to the administrator at the same time for the purpose set out in 5.11 of this Guide if this does not infringe any rights of third parties.

#### ACCESS RIGHTS TO THE SCIENTIFIC PUBLICATIONS

- 11.26 The beneficiary is obliged to ensure open access (to all users free of charge and online) to all peer-reviewed scientific publications relating to his/her results. The beneficiary needs to:

- a) As soon as possible but no later than at the time of publication, store machine-readable electronic copy of the published text, or the final peer-reviewed manuscript accepted for publication into the repository of scientific publications.

In addition, the beneficiary shall strive to simultaneously store the research data necessary to validate the results, which were presented in stored scientific publications.

- b) Ensure open access to stored publications - via the repository - at the latest:
- At the moment of publication, if the electronic version is available through the publisher free of charge , or
  - Within six months after publication (within twelve months after the release of the publications in the social sciences and humanities) in all other cases.
- c) Ensure open access - via the repository - to bibliographic metadata, which is used to identify stored publications.

Bibliographic metadata must be in a standard format and also include the following information:

- Term „Marie Skłodowska-Curie Action“
- The title, acronym and grant number
- Publication date, or duration of the embargo
- Permanent identifier

## ACCESS RIGHTS TO THE BACKGROUND

- 11.27 The beneficiary may define the background needed for the purposes of the project and, where appropriate, may exclude specific background. Such an exclusion may be temporary (e.g. to permit the adequate protection of the background prior to providing access) or limited. As the background is by definition considered to be needed for implementation or use of foreground, the impact of such exclusion on the project, particularly regarding an exclusion which does not have a temporary character, should be examined by the beneficiary.
- 11.28 All requests for access rights shall be made in writing.
- 11.29 The granting of access rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.
- 11.30 Unless otherwise agreed by the owner of the foreground or background, access rights shall confer no entitlement to grant sub-licenses.
- 11.31 Where the beneficiary intends to grant an exclusive license to foreground to a third party established in a third country not associated to the Horizon 2020, he/she has to inform the administrator of this intention before he/ she does so. The administrator will forward this information to the EC that can raise objections against the granting of such an exclusive license, if it considers that this is not in accordance with the interests of developing the competitiveness of the European economy or is inconsistent with ethical principles or security considerations. In such cases, the exclusive license shall not take place unless the Commission is satisfied that appropriate safeguards will be put in place and has authorized the exclusive license in writing.

## SPECIAL CASES IN INFORMATION DISSEMINATION

- 11.32 The beneficiary is obliged to provide the administrator upon their request with data necessary for continuous and systematic monitoring of the EU's Horizon 2020 and for evaluation and assessment of impact of EU activities including the foreground use and dissemination. Such data may be required throughout the SoMoPro 3 programme duration and four years after its termination. The provided data may be used in assessments processed by EC and REA; however, they shall only be published on an anonymous basis.
- 11.33 Without affecting regulations concerning protection of foreground and information, the beneficiary is obliged to inform the administrator on the foreground that may contribute to form European and international norms throughout the SoMoPro 3 programme and two years after its termination.
- 11.34 The beneficiary takes into account that REA may, upon request, provide any EU member state or a third country associated with the EU's Horizon 2020 with any useful information on the foreground which it disposes of, under the assumption that all conditions stated below are met:
- a) The given information is relevant for the public policy.
  - b) The beneficiary has not stated sufficient reasons why the given information should not be disclosed.
  - c) Such disclosure is not excluded by EU regulations in the field of classified information.

11.35 By providing information according to Art. 11.34 of this Guide, the assignee of information will not get any rights or duties transferred onto them and the assignee will be required to classify such information as classified, unless such information becomes public or given to REA without limitations concerning their confidentiality.