OBSGESSION
Observation of Ecosystem Changes for Action

Deliverable D7.1 – Project management guide

Lead Beneficiary: Syke

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Project coordinator:	Petteri Vihervaara, Finnish Environment Institute, Syke

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2.0	Review	20 March 2024	Gabriela Popova
3.0	Final	27 March 2024	Eeva Karjalainen

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Aim of the project management guide

OBSGESSION project management guide:

- Summarizes the central rules and practices agreed in Grant Agreement and Consortium Agreement
- Describes day-to-day working practices, and thus is a living document that is updated regularly

List of Abbreviations

GA   Grant Agreement
CA   Consortium Agreement
DoA   Description of Action
EC   European Commission
GeA   General Assembly
SC   Streering Committee
PC   Project Coordinator
EAB   External Advisory Board
WP   Work package
DMP   Data management plan

1. Agreements

Agreements (grant agreement [GA] and consortium agreement [CA]) set the basic rules for the implementation of OBSGESSION.

Please note that the GA includes the description of action (work plan) and budget. Please refer to the Description of Action (DoA) when planning your WP and tasks in detail (do not use the original proposal because there has been changes during the grant preparation).

1.1 Grant agreement

Grant agreement (GA):
• An agreement between the European Commission (EC) and the consortium
• Is an EC standard contract defining basic conditions, rules, rights and obligations of beneficiaries in relation to the EC
• Signed by the Research Executive Agency (REA) and the coordinator
• Beneficiaries sign the accession form
• Associated partners (UZH and WCMC) do not sign, but commit to implement the project tasks attributed to them in Annex 1 of the GA.
• In addition, the associated partners commit to: Proper implementation of the action (Article 11), Conflicts of interest (Article 12), Confidentiality and security (Article 13), Ethics and values (Article 14), Visibility (Article 17.2), Specific rules for carrying out the action (Article 18), Information obligations (Article 19), Record-keeping (Article 20)

Content of the grant agreement:

• Core: Terms and Conditions
• Annex 1 Description of the action (DoA)
    • Part A: Work Packages (WPs) and tables
    • Part B: Narrative
• Annex 2 Estimated budget for the action
• Annex 3 Accession Forms
• Annex 4 Model for the financial statements
• Annex 5 Specific rules
• Available in Teams Grant agreement and Funding & Tenders Portal
• For a change to the GA (including the DoA) an amendment to the GA is needed (started by the coordinator)

    Core: Terms and conditions of grant agreement

    • Chapter 1 General
    • Chapter 2 Action
    • Chapter 3 Grant: incl. Eligible and ineligible costs and contributions
    • Chapter 4 Grant implementation
    • Section 1 Consortium: Beneficiaries, affiliated entities and other participants
    • Section 2 Rules for carrying out the action

- • Article 11 Proper implementation of the action
- • Article 12 Conflict of interests
- • Article 13 Confidentiality and security (and annex 5)
- • Article 14 Ethics and values (and annex 5)
- • Article 15 Data protection
- • Article 16 Intellectual property rights, background and results, access rights and rights of use (and annex 5)
- • Article 17 Communication, dissemination and visibility (and annex 5)
- • Section 3: Grant administration
    - • Article 20 Record keeping
    - • Article 21 Reporting
    - • Article 22 Payments and recoveries
    - • Article 25 Checks, reviews, audits and investigations
    - • Article 26 Impact evaluation
- • Chapter 5 Consequences of non-compliance
- • Chapter 6 Final provisions

For interpretation of the terms and conditions, please see annotated grant agreement (europa.eu).

1.2 Consortium agreement

Consortium agreement (CA)
- • Mandatory agreement between the parties, does not involve European Commission (EC)
- • Sets framework and practices among parties for successful implementation of the project
- • Specifies organisation of the work between the parties, project management, rights and obligations of the parties, e.g. liability, access rights and dispute resolution
- • The GA overrides the CA while the CA complements the GA
- • Available in Teams Consortium agreement

Content of the CA

1. Definitions
2. Purpose
3. Entry into force, duration and termination
4. Responsibilities of Parties
5. Liability towards each other
6. Governance structure
7. Financial provisions
8. Results (ownership, transfer of results, dissemination)
9. Access Rights (for implementation and exploitation)
10. Non-disclosure of information
11. Miscellaneous
12. Signatures
- • Attachment 1: Background included
- • Attachment 2: Accession document
- • Attachment 3: List of Third Parties for simplified transfer according to Section 8.3.2.
- • Attachment 4: Identified entities under the same control
- • Attachment 5: NDA for external advisory board agreed under section 6

2. Governing bodies and responsibilities of parties

Governing bodies of OBSGESSION are the General Assembly, Steering Committee and External Advisory Board. Their responsibilities, tasks, meeting procedures and decision-making procedures are defined in the consortium agreement and summarized below. Please also find in this section the tasks of WP leaders and the responsibilities of all parties as defined in our agreements.

2.1 Governing bodies

2.1.1. General Assembly

General Assembly (GeA) (CA 6.1 and 6.3.1):

- The ultimate decision-making body of the consortium
- Consists of one representative per party, chaired by the project coordinator (PC), convenes at least once a year
- General Assembly decides on:
    - Content, finances and intellectual property rights (changes in DoA, budget, background included)
    - Evolution of the consortium (change in partner participation)
    - Appointment of Steering Committee Members and External Advisory Board Members
    - Breach, defaulting party status and litigation

Procedures of General Assembly (GeA) meetings (CA 6.2)

The agendas and minutes of the meetings will be available in Teams WP7 channel for all participants.

Notice of the meeting	at least 45 calendar days before the meeting (extraordinary meeting 14 days before)
Sending the agenda	21 days before the meeting (extraordinary meeting 10 days)
Adding items to the agenda	members can add items needing decisions to the agenda by written notice to all GeA members 14 days before the meeting. During a meeting, the GeA members present can unanimously agree to add a new item.
Quorum	2/3 members present
Decisions	2/3 of the votes cast (associated partners excluded from voting on financial matters of the project)
Minutes of the meeting	10 days after the meeting, objection to the minutes within 15 days of receipt

Decisions by e-mail:

- PC circulates a suggested decision to all Members of GeA,
- Responses given within 10 days, decision made if 51% of all parties agree

General Assembly (GeA) members

No	Organisation	Short name	Country	GeA member's name
1	Finnish Environment Institute	Syke	Finland	Petteri Vihervaara
2	University of Twente	Utwente	Netherlands	Andrew Skidmore
3	Lund University	ULUND	Sweden	Ben Smith
4	Vlaamse Instelling Voor Technologisch Onderzoek N.V	VITO	Belgium	Bruno Smets
5	Wageningen Environmental Research	WR	Netherlands	Sander Mucher
6	Centre National de la Recherche Scientifique	CNRS	France	Wilfried Thuiller
7	Pensoft Publishers	PENSOFT	Bulgaria	Gabriela Popova
8	Brockmann Geomatics Sweden AB	BG	Sweden	Petra Philipson
9	Brockmann Consult GmbH	BC	Germany	Carsten Brockmann
10	University of Zurich	UZH	Switzerland	Maria J. Santos
11	WCMC LBG	WCMC	United Kingdom	Susana Baena

2.1.2. Steering Committee

Steering Committee (SC)
- Consists of the PC and Work Package (WP) leaders (GA DoA)
- Chaired by the coordinator (CA 6.3.2)
- Convenes at least four times per year (CA 6.2.2), during the first year every month

Tasks of the Steering Committee

- Supervisory body for the execution of the project (reports to and is accountable to the GeA) (CA 6.1)
- Monitors the effective and efficient implementation of the project (CA 6.3.2)
- Collects information at least every 6 months on the progress of the project, thereby assessing the compliance with the Consortium Plan. If necessary, the SC proposes to the GeA modifications to the Consortium Plan (CA 6.3.2)

- Discusses project progress and future plans, risks, ethical issues, and keeps track on key results and their ownership (GA DoA)
- Prepares the meetings and implements the decisions of GeA (CA 6.3.2)
- In the case of abolished tasks, advises the GeA on ways to rearrange tasks and budgets (CA 6.3.2)
- Seeks consensus among the Parties (CA 6.3.2)
- Supports the Coordinator in preparing meetings with the EC and in preparing related data and deliverables (CA 6.3.2)
- Prepares the content and timing of press releases and joint publications by the consortium (CA 6.3.2)

Procedures of Steering Committee meetings (CA 6.2)

- Minutes are sent to GeA for their information.
- The agendas and minutes of the meetings are available in Teams WP7 channel for all participants.

Notice of the meeting	at least 14 calendar days before the meeting (extraordinary meeting 7 days before)
Sending the agenda	7 days before the meeting
Adding items on the agenda	members can add items needing decisions on the agenda by written notice to all SC members 2 days before the meeting. During a meeting the SC members present can unanimously agree to add a new item.
Quorum	2/3 members present
Decisions	2/3 of the votes cast
Minutes of the meeting	10 days after the meeting, objection to the minutes within 15 days of receipt

Steering Committee members

- Petteri Vihervaara, Syke, coordinator
- Maria Hällfors, Syke, co-coordinator, WP7 leader
- Claire Brown, WCMC LBG, WP1 leader
- Marcel Buchhorn, VITO, WP2 leader
- Wilfried Thuiller, CNRS, WP3 leader
- Maria J. Santos, Univeristy of Zurich, WP4 leader
- Margarita Huesca Martinez, University of Twente, WP5 leader
- Gabriela Popova, Pensoft Publishers, WP6 leader

2.1.3. External Advisory Board

External Advisory Board (EAB):
- Provides advice and consultation to OBSGESSION on key questions ensuring relevance and accuracy of the project's results (GA DoA)
- Consists of established and recognized experts and decision makers from across Europe and internationally
- According to the CA (Article 6.4)
    - EAB is appointed by the GeA
    - Coordinator will submit the minutes of EAB meetings to GeA
    - EAB members are allowed to participate in GeA meetings
    - Coordinator is mandated to execute a non-disclosure agreement (attachment 4 of CA) with each member of the EAB

Members of the External Advisory Board

- Janica Borg, European Environment Agency, EEA
- Gary Geller, NASA
- Andrew Gonzalez, GEO BON Secreteriat/ McGill University
- Tim Hirsch, GBIF Secretariat
- María Cecilia Londoño, GEO BON Secreteriat/ Alexander von Humboldt Institute
- Marc Paganini, ESA
- Eeva Primmer, Finnish Environment Institute, Syke
- Bastian Bertzky, European Commission DG Research
- Franz Immler, European Commission DG Research
- Francisco Sanchez Crespo, European Commission DG Environment

2.2 Responsibilities of WP leaders and all parties

2.2.1. Responsibilities of WP leaders

WP leaders are responsible for (GA DoA):

- the project progress and communication within their WPs
- anticipating and monitoring the risks within their WPs
- identifying any potential intellectual property that should be protected
- providing a detailed work plan in the beginning of the project and will update the workplan and provide a progress report to coordinator every six months
    - In Teams there is an Project monitoring excel-template (sheet for each WP) available for technical planning and reporting, WPs can use this if they wish
- arranging regular meetings within their WPs, and meetings with other WPs when needed

2.2.2. Responsibilities of the Coordinator

Coordinator is intermediary for all communications between the partners and EC, and handles all the communication between the consortium and EC. Coordinator is responsible for (GA 7):
- monitoring that the action is implemented properly and that the partners comply with their obligations
- collecting, reviewing (to verify quality and completeness), and submitting reports, other deliverables (including financial statements and related certifications), and specific requested documents to the EC
- administering the financial contribution of the EC
- keeping the address list of contact persons updated and available
- transmitting documents and information connected with the project to any other parties concerned

2.2.3. Responsibilities of all parties

Each project party (GA7,11, 19, 29, CA 4-5):
- Must implement the action as described in the DoA (work plan) and in compliance with all legal obligations under applicable EU, international and national law (GA 11)
- Takes part in efficient implementation of, cooperates on, performs and fulfills, and promptly delivers all its obligations under the GA and CA (CA 4.1)
- Notifies promptly of any significant information, fact, problem or delay affecting the project (CA 4.1)
- Provides information reasonably required by consortium body or PC (CA 4.1)
- Ensures accuracy of supplied information or materials to other parties (CA 4.1)
- If having subcontracted or involved third parties, remains responsible for carrying out its part and for such third party's compliance with CA and GA (CA 4.3)
- Keeps — for five years after the final payment — records and other supporting documents to prove the proper implementation of the action (GA 20)
- Keeps — for a period of five years after the payment of the balance — records and supporting documents (e.g. time sheets) to prove the costs declared (GA 20)
- Keeps information stored in the Portal Participant Register up to date (GA 19)

Beneficiaries are jointly responsible for the technical implementation of the action (GA7)

2.2.4. Responsibilities of associated partners

Associated partners (UZH and WCMC) do not sign the GA, however, the following terms of the GA are applicable to them (CA 4.2, GA 9.1):
- Proper implementation of the action (GA 11)
- Avoiding conflicts of interest (GA 12)
- Confidentiality and security (GA 13)
- Ethics and values (GA 14)
- Visibility (GA 17.2)
- Specific rules for carrying out the action (GA 18)
- Information obligations (GA 19)
- Record-keeping (GA 20)

3. Internal communication and support to project partners

Internal communication

- Project documents
    - Common project documents are stored and can be co-edited in the OBSGESSION Teams workspace
    - GA as well as all deliverables and other data submitted to EC are also available in the Funding & Tenders Portal
- Communication
    - All critical information is sent out via email
    - Discussions can be conducted on other platforms too, e.g. in the Teams workspace where each WP has its own channel
    - A list of contacts is available in Teams (Participant list), also showing which WP each person works in

Project meetings

- Consortium meetings for all project participants are arranged once a year. These are primarily face-to-face meetings but with online participation possibility)
- General Assembly (GeA) meetings: once a year, back-to-back to the consortium meeting
- Next consortium and GeA meeting: June 2025 in Switzerland
    - tentative plans: 2026 Netherlands, 2027 Italy
- Steering Committee (SC) meetings at least every third month, during the first year every month, after that the frequency to be agreed upon.
- WP meetings: for example, monthly or as often as the WP leader sees the need to
- External Advisory Board (EAB) meetings: 1-2 times per year, e.g. back-to-back to the consortium meeting if possible
- Other working meetings: when needed

Support to project partners

- The project office at Syke serves you in day-to-day project management. If you have any questions concerning the project contents, progress and monitoring, reporting, administration, finances etc. please contact the project office at Syke:
    - content of the project maria.hallfors@syke.fi
    - technical management, admin and ethics eeva.karjalainen@syke.fi
    - finances satu.soini@syke.fi
    - data management maria.soderholm@syke.fi
- For external communication, contact Pensoft.
    - Gabriela Popova g.popova@pensoft.net
    - Nikola Ganchev n.ganchev@pensoft.net

For **guidance documents and project external support**, please see the Seek for support section on page 31.

4. Intellectual property and open science

4.1 Ownership of results, identified background, and access rights

Definitions of results, background and access rights

The GA defines results, background and access rights.

- Results are defined as any tangible or intangible effect of the action such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights (GA 16.2)
- Background is defined as any data, know-how or information, including any rights such as intellectual property rights, that is held by the beneficiaries before the project and is needed to implement the action or exploit the results (GA 16.1)
- Access rights is defined as rights to use results or background (GA annex 5)

Ownership of results

The CA (CA 8) and GA (Annex 5) give the basic principles of ownership of results.

- Results are owned by the Party that generates them.
- Two (or more) Parties own the results jointly if the results are generated together and establishing individual contributions is not possible (joint ownership agreement can be prepared)
    - Each of the joint owners can (unless otherwise agreed):
        - use their jointly owned results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s)
        - otherwise exploit the jointly owned results and grant non-exclusive licenses to third parties, if the other joint owners are given: (a) at least 45 days advance notice; and (b) fair and reasonable compensation
- Each Party may transfer ownership.

Background identified and agreed for use in OBSGESSION (GA 16, CA 9.1 and Attachment 1)

- Background included in OBSGESSION is identified and agreed (with possible legal restrictions or limits) in consortium agreement (CA) Attachment 1 (VITO, BG, BC, WCMC)
- Anything not identified in CA Attachment 1 is not object of access right obligations.
- A party may add background to Attachment 1 during the project by written notice to other parties.
- If a party wishes to modify or withdraw its background, approval by the General Assembly (GeA) is needed.

Access rights to background and results (CA9 and attachment 1, GA Annex 5)

- All requests for access rights must be made in writing and must show that access rights are needed
- Access rights are free of administrative transfer costs, granted on non-exclusive basis, used only for the purposes for which they were granted
- Access rights do not include the right to sub-license unless stated otherwise
- Access rights for implementation: royalty free basis unless otherwise agreed for background in CA Attachment 1
- Access rights for exploitation are granted
    - To background and results needed for exploitation of party's own results on fair and reasonable conditions (separate written agreement for background needed)
    - To results for non-commercial research or teaching activities on a royalty-free basis
    - Requests for access may be made up to one year after the end of the project
    - Access to results to EU institutions etc. and national authorities for policy purposes (non-commercial and non-competitive use) on royalty-free basis (GA annex 5)

4.2 Protection and exploitation of results

- The Grant Agreement (Annex 5) binds the parties to adequately **protect their results if protection is possible and justified**, taking into account all relevant considerations, including the prospects for commercial exploitation, the legitimate interests of the other beneficiaries and any other legitimate interests. Joint owners agree on protection measures and division of costs in advance.
- In addition, the parties must — up to four years after the end of the project — use their best efforts to **exploit their results** directly or to have them exploited indirectly by another entity, in particular through transfer or licensing. The exploitation can take the form of using the results in further research and innovation, e.g., commercial exploitation such as developing, creating, manufacturing and marketing a product or process, creating and providing a service, or in standardisation activities.
- If, despite a beneficiary's best efforts, the results are not exploited within one year after the end of the action, the beneficiaries must use the Horizon Results Platform to find interested parties to exploit the results.

> In OBSGESSION, the Steering Committee keeps track on key results and their ownership. WP leaders are responsible for identifying any potential intellectual property in their WPs that should be protected.

4.3 Dissemination and communication rules

4.3.1. Dissemination obligations

According to the GA (Annex 5), the parties must disseminate their results as soon as feasible, in a publicly available format (open access), and also pay attention to any possible restrictions for dissemination due to the protection of intellectual property, commercial exploitation, security rules or legitimate interests.

Visibility — European flag and funding statement (GA 17.1 and 17.2)

*   The Grant Agreement obliges the parties to display the EU flag (emblem) and funding statement in all their communication activities (including media relations, conferences, seminars, social media and information material, such as brochures, leaflets, posters, presentations etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result results funded by the grant.
*   Funding statement (translated into local languages, where appropriate): "Funded by the European Union" or "Co-funded by the European Union"
*   European Flag

Co-funded by the
European Union

Quality of information – disclaimer (GA 17.3)

The GA also obliges that any communication or dissemination activity must:
*   use factually accurate information
*   indicate the following disclaimer (translated into local languages where appropriate): "Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them."

4.3.2. OBSGESSION funding statement and disclaimer

OBSGESSION funding statement and disclaimer has to be used in dissemination and communication, e.g. reports, communication material, social media profiles, website. It must:
*   display the European Flag (emblem) and
*   include the following text: *"***Co-funded by the European Union (Horizon Europe, OBSGESSION-project, No 101134954). Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the European Research Executive Agency. Neither the European Union nor the granting authority can be held responsible for them***."*
*   or if lack of space: "**Co-funded by the European Union (Horizon Europe OBSGESSION project). Content reflects only the views of the project owners**."

When displayed together with another logo, the EU emblem must have appropriate prominence. When needed, remember also add the logos of UKRI and Schweizerische Eidgenossenschaft that are funding our associated partners.

4.3.3. External communication and styles

- Website and social media accounts:
    - Website: The project website serves as the main communication hub for all project-derived outcomes, important information about the results, news and events, announcements, and other relevant materials. The website was developed by the communication and dissemination partner of OBSGESSION (Pensoft) and is available at the following address www.obsgession.eu. Full description of the website's functionalities is available in Deliverable 6.1. Project branding and website.
    - X: X, formerly known as Twitter, being popular amongst the scientific domain as a means for communicating results, is one of the channels through which OBSGESSION shares its results and findings. The project can be found through its handle: **obsgession_**.
    - LinkedIn: The second social media platform, which the project uses in its effort to maximise impact, share news about its outcomes, and establish a broad social network is LinkedIn. The handle for the project is on LinkedIn **OBSGESSION_HorizonEurope**.
- The communication partner (Pensoft) in the project is responsible for the development of project-branded visual materials. A logo, ppt template, deliverable and milestone template are available in OBSGESSION teams WP6 channel.
- Promotional materials, including a brochure, poster, roll-up banner are to be created in the upcoming months and no later than June 2024
- Communication, dissemination and exploitation activities are the steppingstone in all outreach activities of the project. For this reason, WP6 is to develop and implement a coherent Communication Plan (CP) and Plan for the Exploitation and Dissemination of Results (D6.2) in month six of the OBSGESSION duration, June 2024.
- EC project website in Cordis

4.3.4. Open access to scientific publications

- The grant agreement obliges the parties (or authors) to ensure open access to peer-reviewed scientific publications relating to their results.
- **Especially:** At the latest at the time of publication, a machine-readable electronic copy of the published version or the final peer-reviewed manuscript accepted for publication, has to be deposited in a trusted repository for scientific publications (e.g. in your institution's archive, or in domain-specific archive)
    - This needs to be done to ensure immediate open access and data mining possibilities.

Parties must:

- retain sufficient intellectual property rights to comply with the open access requirements.
- Publish under the latest available versions of Creative Commons licences:
    - Peer reviewed articles: use CC-BY licence or licence with equivalent rights
    - Longer text formats, e.g. book chapters, lincence may exclude commercial use and derivative works, e.g. CC-BY-NC, CC-BY-ND
- Provide information via the repository about any research output or any other tools and instruments needed to validate the conclusions of the scientific publication.

- Include in the metadata of deposited publications at least author(s), title, date of publication, publication venue, Horizon Europe funding (project name, acronym and number); licensing terms; persistent identifiers for the publication, if applicable persistent identifiers for any research output is needed to validate the conclusions of the publication.

Only publication fees in full open access venues for peer-reviewed scientific publications are eligible for reimbursement.

4.3.5. Prior notice of dissemination

- The GA obliges the parties to give advance notice to other parties, including sufficient information, on the results it will disseminate (GA annex 5). This is done to ensure protection of intellectual property and the rights and interests of other parties.
- In the CA (CA 8.4), OBSGESSION parties have agreed to give a prior notice of any planned publication to the other Parties at least 45 days before the submission to publication.
- Further, OBSGESSION parties have agreed that any objection to the planned publication has to be given within 30 days after receipt of the notice and has to include a precise request for necessary modifications.
- The objection is justified if:
    - the protection of the objecting Party's Results or Background would be adversely affected, or
    - the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
    - the proposed publication includes Confidential Information of the objecting Party.
- OBSGESSION parties will also strive to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree (CA 8.4)

OBSGESSION procedure for prior notice of publications

- Consortium drafts a publication plan in a transparent manner.
- The publication plan is in WP7 teams channel, Project monitoring excel (sheet scientific papers). It includes details of the planned publication including topic, schedule, channel and the status of the planned article (e.g. idea, in preparation, in submission).
  1) The partner being the main author of the publication is responsible for keeping the excel up to date concerning the article.
  2) The main author has to inform (give a prior notice of publication) Coordinators Maria and Petteri by e-mail at least 45 days before the planned submission (or post a chat in the teams) -> coordinators will inform the consortium.
  3) If there is no objection within 30 days, the publication can be published.

- Publication list will be updated and discussed regularly in SC meetings.

4.3.6. OBSGESSION authorship principles

- Authorship principles will be agreed in detail later based on the principles of the European Code of Conduct for Research Integrity and/or recommendation by Finnish National Board of Research Integrity, TENK (Agreeing on authorship).
- Basic authorship principles are:
    - Authorship will require significant contribution to the research; drafting and/or critical reviewing of the publication as well as approval of the final publication
    - Authors formally agree (e.g. through email) on the sequence of authorship
    - Authors include an 'Author Contribution Statement' in the final publication, where possible, to describe each author's responsibilities and contributions.

4.4 Research data management

Horizon Europe data management requirements – key points

Research data management
- Data management is conducted in line with the FAIR principles (findability, accessibility, interoperability, reusability).
- A data management plan (DMP) is mandatory for all projects generating or reusing data.
    - o The DMP describes the data and demonstrates that the data will be managed in accordance with the FAIR principles.
    - o It is recommended, but not mandatory, to use the HE's DMP template when drawing up the plan.

Open data
- Research data produced by the project must be published openly, unless there are legitimate reasons for keeping them closed. If publication is not possible, or access is restricted, data is closed, the justified reasons must be stated in the DMP, for example:
    - o Legitimate interests of beneficiaries (e.g., commercial exploitation).
    - o Legitimate restrictions, such as confidentiality, trade secrets, protection rules, intellectual property rights.
- The research data produced by the project must be published in trusted data repositories.
- Publication must be done under open licenses – CC-BY or CC 0 license, or a license with equivalent rights; metadata under CC 0 or equivalent.

Content of Horizon Europe data management plan (DMP) template

1. Data summary: A description of the data produced by the project and existing data that will be reused.
2. A description of the practices to ensure that the data produced by the project complies with the FAIR principles, i.e., is Findable, Accessible, Interoperable & Reusable. Key issues to be addressed:
- In which repositories will the data be published for findability? What data cannot be open? Why?
- What kind of metadata and documentation will be produced to ensure the understandability and re-usability of the data?

- Are the terms of use and ownership of the data clear and described in the data metadata/documentation?
- What methodologies, standards, vocabularies and open/common formats will be used to ensure the interoperability?

3. Describe how other research outputs are made FAIR
- A recommendation concerning, for example, protocols, code, services and tools generated in the project.

4. Allocation of resources
- How responsibilities for data management are defined and what costs are associated with data management.

5. Data security practices to be followed (e.g., storage and sharing of data).

6. Ethics, e.g., the legal and ethical issues related to data sharing (e.g., data owned by third parties, personal data)?

Procedure for drawing up the Data Management Plan (Deliverable 7.2)

- [Horizon Europe DMP template](#) will be used as a starting point to draw up the DMP. It can be tailored as needed, for example according to the type of data or the WP/Task needs.
- The draft DMP, support and final version writing is provided by Syke; Content is produced jointly with all partners.
  - o Coordinator produces a draft DMP for which descriptions of the data, other outputs and related FAIR practices are requested to be filled in by WPs.
  - o Coordinator will compile a draft for review and a final version to be submitted to the EU Tenders portal.
- DMP is a living document and will be updated at least twice during the project lifetime.

5. Ethics, values and equality

5.1 Research integrity and good research practices

The GA (GA 14, Annex 5) obliges that the project must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles, and that the project must follow the [European Code of Conduct for Research Integrity 2023](#).

OBSGESSION follows the basic principles of research integrity as described in [European Code of Conduct for Research Integrity 2023](#)

- Reliability in ensuring the quality of research (design, methodology, analysis, use of resources)
- Honesty in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way
- Respect for colleagues, research participants, society, ecosystems, cultural heritage and the environment
- Accountability for the research from idea to publication, for its management and organisation, for training, supervision and mentoring, and for its wider impacts

OBSGESSION follows good research practices:

- OBSGESSION parties ensure that persons carrying out research tasks follow good research practices including openness, reproducibility, traceability and refrain from research integrity violations. They also follow good research practices described in [European Code of Conduct for Research Integrity 2023](#) concerning training, supervision, and mentoring; research procedures; safeguards; data practices and management; collaborative working; publication, dissemination, and authorship; reviewing and assessment.
- Before starting an action task, the partner(s) that are responsible for the task must have obtained all approvals or other mandatory documents needed, keep the documents on file, and provide English summary if needed (GA Annex 5)
- When **human participants are involved** (e.g. interviews, surveys, workshops):
    - Prior informed consent has to be sought.
    - The need for an ethical review has to be confirmed (depending on the country and organization). If such is needed, it has to be obtained before data collection commences.
- Personal data: the principles of EU General Data Protection Regulation (GDPR) must be followed when processing personal data (including privacy notice; consent depending on the national legislation)

Personal data protection

- OBSGESSION parties have agreed in the consortium agreement (CA 4.5) that they cooperate to enable one another to fulfil legal obligations arising under applicable data protection laws: EU General Data Protection Regulation (GDPR) and relevant national data protection law. When needed, the parties will conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place.

Confidentiality

- The GA (GA 13) obliges the parties to keep confidential any data, documents or other material that is identified as sensitive in writing ('sensitive information') during the implementation of the action and for at least 5 years after final payment (GA 13)
- The CA (CA 10) sets further terms for confidential information:
    - Can be used only for the purpose for which it was disclosed
    - Cannot be disclosed without prior written consent
    - Internal distribution: a strict need-to-know basis
    - Return or destroy on request

5.2 Values and equality

The grant agreement (GA 14, Annex 5) binds the OBSGESSION parties to **respect EU basic values and promote gender equality.** The parties must:

- commit to and ensure the respect of basic EU values, such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities
- take all measures to promote equal opportunities between men and women in the implementation of the action
- aim for a gender balance at all levels of personnel assigned to the action, including at supervisory and managerial level

Equality must be respected in recruitment and working conditions of researchers.

- The parties must implement the principles of the <u>European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers</u> , in particular regarding (GA Annex 5):
  - working conditions
  - transparent recruitment processes based on merit, and
  - career development
- The parties must ensure that researchers and all participants involved in the action are aware of them.

5.2.1. Equality plan of OBSGESSION

- The plan will be complemented during the first year of the project.
- All public partner organisations based in EU countries (and WCMC) have a gender equality plan in place.
- All partners commit to promoting equal opportunities of all workers and equality in recruitment and career progression as stated in the <u>European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers.</u>
- OBSGESSION promotes gender balance in leadership and decision making:
  - Coordinator male, co-coordinator female
  - WP leaders: 2 male, 5 female
  - GeA members: 7 male, 4 female
  - EAB members: 7 male, 3 female

5.2.2. Using the GenderWave tool to incorporate gender in research activities

- OBSGESSION applies the <u>GenderWave</u> tool to support the incorporation of gender perspectives in research and innovation activities. The GenderWave tool:
  - provides step-to-step guidelines to consider gender aspects across the research process
  - makes explicit how gender aspects are addressed in the project methodology and outputs, including citizen science approaches and policy recommendations.

- builds on experiences from marine research that will be extended into wider biodiversity context
- In practice:
    - All WP teams and the pilots go through the tool/applied question list and discuss the questions included in it and write a short summary report on the conclusions.
    - Experiences in using the tool will be reported and discussed within the consortium.
    - Modifications to the detailed work plan will be made when needed.

6. Internal and external reporting

6.1 Reporting to the Commission

OBSGESSION continuously reports to the Commission in the continuous reporting module in the Funding & Tenders portal and through period financial and technical reports (18 months interval).

6.1.1. Periodic reports

- Technical periodic report consists of two parts:
    - Part A: Structured tables from continuous reporting module in Funding & Tenders portal
    - Part B: Report core, narrative on a given template
- Financial report: Each beneficiary completes their own financial statements in the portal, coordinator consolidates a summary (see more chapter 7.1)
- Consolidated report must be submitted by the coordinator in the portal 60 days after the end of the reporting period.
- Reporting periods
    - RP1 Months 1–18 (1.1.2024 – 30.6.2025)
    - RP2 Months 19–36 (1.7.2025 – 31.12.2026)
    - RP3 Months 37–48 (1.1.2027 – 31.12.2027)
- The coordinator provides more detail on the responsibilities for technical periodic reports closer to the reporting.

External reviews

The EC organizes a project review after each periodic report (months 21, 38 and 41). Coordinator will contact the project officer 3 months before the end of each reporting period in order to set up the review. (GA DoA)

6.1.2. Responsibilities for continuous reporting

- Partners provide information in Teams and the coordinator submits the item via the portal.
- All partners regularly fill in the Excel sheets provided in Teams:
    - Scientific publications, Datasets (responsible partner of the publication or dataset)
    - Researchers involved (main contact of the partner)
    - Communication activities & Dissemination activities (DEC contacts of partners, WP6 leader fills in the portal)
- Partner responsible for a deliverable or milestone
    - Deliverables: the responsible partner uploads the Deliverable to Teams WP7 channel, folder Final deliverables (after the quality control , see below)
    - Milestones: the responsible partner uploads the means of verification (usually a report) of the Milestone to Teams WP7 channel, folder Milestone verification reports

- Critical risks, results, IPR, standards: SC discusses these in the SC meetings and Coordinator fills in the portal regularly (excel for risks in Teams, WP7 channel, Project monitoring excel (sheet Risks)
- Impact: Coordinator and WP leaders update at the end of each reporting period

6.2 Quality control of deliverables

The OBSGESSION consortium has agreed (GA DoA) that each deliverable will be peer-reviewed by two project members and needed corrections will be made before submission to the EC.

Quality control of OBSGESSION deliverables in practice

- Full list of all deliverables including deadlines is available in in teams, WP7 channel, Project monitoring excel (sheet Deliverables).
- Steering Committee members and other project partners can volunteer to review by adding their name in the excel, and possible remaining gaps will be filled based on the decisions in SC meetings.
- The responsible partner for a deliverable will upload the final draft in teams WP7 folder/ Draft deliverables at least two weeks before the submission deadline.
- Reviewers will add their comments in the deliverable document at least one week before the submission deadline.
    - Reviewers will evaluate the coherence and clarity of the deliverable.
    - Reviewers may reject a deliverable, in which case it must be improved prior to being reviewed again.
- Responsible partner will revise the deliverable according to the comments of the reviewers, and will upload the final deliverable in teams WP7 folder/ Final deliverables at least two days before the submission deadline.
- If major revisions are suggested, at least one of the reviewers will check the final version.
- Coordinator submits the deliverable in the portal.

6.3 Internal reporting and planning of contents

- WP leaders together with their WP members prepare a detailed workplan that is updated every six months.
    - This plan provides more detail compared to the WP and Task description of DoA; includes deliverables and milestones
- Excel template for planning is given in Teams WP 7 channel Project monitoring excel (WP specific sheets), WP leaders are free to use this or other formats for planning.

- WP leaders report to the rest of the SC the progress of their WP every six months
- Progress of each WP is discussed in SC meetings
- Internal reporting periods + plans for next period
    - Jan-August 2024 -> discussed in SC September meeting
    - Sep -Dec 2024 -> disussed in SC January 2025 meeting
    - January-June 2025
    - July-December 2025
    - January-June 2026
    - etc

6.3.1. Risk monitoring

- A risk management plan (anticipated risks, unforeseen risks, and their mitigation and realization) is available in Teams, WP7 channel, Project monitoring excel (sheet Risks)
    - It includes the risks described in the description of action and those raised by partners during the project.
- The risks are discussed regularly in SC meetings, and the risk management plan is updated accordingly.
- Realized risks as well as risk mitigation measures are reported to the EC.

7. Financial management and reporting

1-2-3 Start your project

1. Costs are eligible from the Start Date 1.1.2024 (End Date 31.12.2027)
2. Project code or cost pool allocation is needed in your accounting
3. Time recording is required. Work time declarations must be signed monthly by the person and their supervisor, unless another reliable time-record system is in place. Template for time declaration can be found in project's Teams (Financial > Reporting > Templates).

Total budget per beneficiary

- Funding rate 100 % of eligible costs
- Certificate on the financial statements (CFS) is required in case a beneficiary's total grant surpasses 430 000 €

Partner	€	Total
SYKE	968 166,34	
UT – ITC	875 499,69	
ULUND	352 675,24	
VITO	863 605,81	
WR	558 184,59	
CNRS	750 545,00	
PENSOFT	297 688,52	
BG (SWE)	261 227,26	
BC (GER)	376 347,56	**5 303 940,00**
Ass. UNEP - WCMC	696 060,00	
Ass. UZH	1 270 250,00	**7 270 250,00**

7.1 Budget flexibility, reporting and audits

Budget flexibility – general rules

Beneficiaries
- can transfer budget between budget categories, but:
    - additional subcontracting tasks requires <u>approval</u> from EC
- No fixed % to limit transfers

Consortium
- can transfer budget between partners, but this needs always the approval of the General Assembly.
- No change can increase the total EC funding of the consortium

Internal reporting of finances

- Internal reporting once a year
- Total costs by budget categories (only beneficiaries getting funding from EC)
- Person months by WPs (also associated partners)

Official reporting to the EC

- Periodic reporting: 1st report covering 1.1.2024 – 30.6.2025 (1-18 months), 2nd report covering 1.7.2025 – 31.12.2026 (months 19-36), 3rd reporting covering 1.1.2027 – 31.12.2027 (months 37-48)
- Consortium joint report with all beneficiaries' separate financial reports to be sent to the EC by the Coordinator by 30.8.2025 (60 days to compile report). Beneficiary deadline 31.7.2024 (31 days to compile report)
- An Excel-table to gather the required beneficiary information will be provided to beneficiaries well in advance before the official reporting
- After Coordinator has made consistency check-ups the partner Excel-files, the beneficiary fills in the costs in the official EC system for applications and reports (Funding & Tender opportunities), signs the form electronically and submits it to Syke, who forwards it to the EC
- Further pre-financing payments will be distributed after the periodic reports have been accepted and the next payment has arrived

Auditing

- All beneficiaries who are claiming **>430 000€** euros in total costs need their final cost claim (Financial Statement) to be companied by an audit certificate; see official guidance for Certificate on the Financial Statement, CFS (Currently can be seen for Syke, Utwente, VITO, WR, CNRS)
- All beneficiaries can be **audited by the EC** at any time during the project and up to **2 years** after the final payment has been sent by the EC
- But: **Record-keeping** rule is **5 years** after final payment by the EC

7.2 Eligible and ineligible costs

Eligible costs / General eligibility conditions (GA 6.1)

- they must be actually incurred by the beneficiary
- they must be incurred in the period set out in Article 4 (with the exception of costs relating to the submission of the final periodic report, which may be incurred afterwards)
- they must be declared under one of the budget categories set out in Article 6.2 and Annex 2
- they must be incurred in connection with the action as described in Annex 1 and necessary for its implementation
- they must be identifiable and verifiable, in particular recorded in the beneficiary's accounts in accordance with the accounting standards applicable in the country where the beneficiary is established and with the beneficiary's usual cost accounting practices
- they must comply with the applicable national law on taxes, labour and social security and
- they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency

Ineligible costs (GA Article 6.3)

- Costs related to return on capital and dividends paid by a beneficiary

- Debts and debt service charges
- Provisions for losses or debts
- Interest owed
- Currency exchange losses
- Bank costs charged by the beneficiary's bank for transfers from the Commission
- Excessive or reckless expenditure
- Deductible or refundable VAT (recovereble under national VAT system)
- Costs incurred during project suspension
- Costs declared under other EU grants
- Costs for staff of a national/regional/local administration for activities that are part of the administration's normal activities (i.e. not undertaken only because of the grant)
- Costs for staff or representatives of EU institutions/bodies/agencies, especially Travel and Subsistence

7.3 Cost categories

Cost categories

A. Personnel costs: salary for the beneficiaries' employees
B. Subcontracting: third party (company) carrying out project activities
C. Purchase costs: travel, equipment, other goods, works and services
D. Other cost categories: internally invoiced goods and services, unit costs (TNA, VA), financial support to third parties (CASCADE)
E. Indirect costs: 25 % flat rate of the costs above excluding cost categories B/Subcontracting and D/Other cost categories
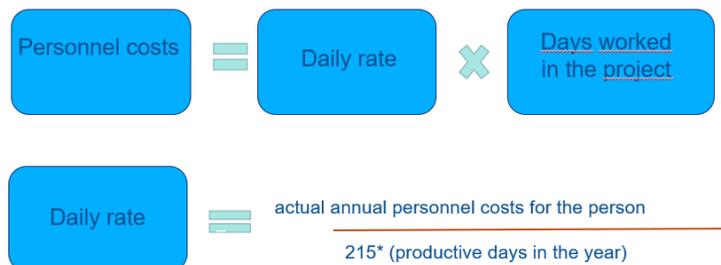
Personnel costs

Generally, you may include, for each person concerned, the following:

- fixed salary
- fixed complements, if they are unconditional entitlements for the person (e.g. family allowance set out in national law, complementary pension plan contributions set out in the collective labour agreement)
- variable complements, such as bonuses, if:
    - they are paid based on objective conditions set out, at least, in the internal rules of the beneficiary
    - they are paid in a consistent manner and, where applicable, subject to the specific eligibility conditions for supplementary payments
- social security contributions: mandatory employer and employee contributions
- taxes linked to the remuneration (e.g. income tax withholding)

- other costs and payments linked to the remuneration if they are justified and registered as personnel costs in accordance with the beneficiary's usual remuneration practices (e.g. benefits in kind like company car made available for the private use, lunch vouchers)

Personnel costs = Daily rate × Days worked in the project

$$\text{Daily rate} = \frac{\text{actual annual personnel costs for the person}}{215^* \text{ (productive days in the year)}}$$

* Still possible to deduct actual working days spent on parental leave from the fixed number of 215 days

Subcontracting costs

- there are no planned subcontracting costs in the current budget
- If there is a need to include new subcontracting costs, that must be discussed with Syke and EC before including them in the budget, as they need either an amendment to the contract, or a simplified approval from the EC
- Must be calculated on basis of costs actually incurred, fulfil general eligibility conditions and are awarded using beneficiary's usual purchasing practices providing these ensure best value for money (or lowest price) and no conflict of interest
- Further guidance in Annotated Grant Agreement Article 6.2.B on Subcontracting costs

Purchase costs

- Usual cost items with examples:
    - Travel, accommodation & subsistence costs
        - to consortium meetings/workshops, dissemination conferences
        - in line with beneficiary's usual practices on travel
        - Combined travel: Acceptable only if in line with beneficiary's usual practices and only up to the cost that would have been incurred if the travel would have been made exclusively for the action (i.e. up to the theoretical cost of travelling directly back to the start point)
    - Equipment:
        - for large items, only the depreciation cost can be included
        - smaller low-value assets can be purchase cost
        - also rent or leasing costs are acceptable if they don't exceed the depreciation costs and do not include any financing fees
        - in cases a) & c) only the portion of cost that corresponds to rate of actual use for the project can be claimed. In b) it has to be 100% actual use for the project in the year of purchase
    - Other goods, works or services, such as:

- Dissemination & communication costs e.g. website set up, promotional material, etc.
        - Hosting workshops/conferences, public engagement activities
        - Translation costs
        - Audit costs, if your total costs are above the limit of 430k€
        - Open access publication costs
- Must be calculated on basis of **costs actually incurred**, fulfil general **eligibility conditions** and are awarded using beneficiary's **usual purchasing practices** providing these ensure **best value for money** (or lowest price) and **no conflict of interest**
- **Purchases between beneficiaries of same project**: In principle not accepted.
- Framework contract purchases can be accepted if this is:
        - The usual practice of the beneficiary
        - The framework contract has been awarded on basis of best-value-for-money or lowest price and in absence of conflict of interest
        - The contract does not necessarily have to be concluded before the start of the project

Other cost categories

- no other cost categories in OBSBESSION budget

Indirect costs

- Fixed flat rate of 25% for all beneficiaries, independent on how large your overhead rate actually is
- Is calculated from the sum of the beneficiaries' direct costs, without the exceptions below
- Categories that do <u>not</u> accumulate indirect costs: Subcontracting costs and Other cost categories
- You do not have to show how this cost is spent at your organization
- The cost category amount is automatically added to your financial statement in the EC reporting system

Seek for support

OBSGESSION project office

- Co-coordinator: maria.hallfors@syke.fi
- Project management & research ethics: eeva.karjalainen@syke.fi
- Financial management: satu.soini@syke.fi
- Data management: maria.soderholm@syke.fi

OBSGESSION External communication

- Gabriela Popova g.popova@pensoft.net
- Nikola Ganchev n.ganchev@pensoft.net

OBSGESSION grant agreement and consortium agreement

- OBSGESSION Grant agreement
    - Annex 1 Description of the action (DoA)
        - o Part A: Work Packages (WPs) and tables
        - o Part B: Narrative
- OBSGESSION Consortium agreement

Guidance documents:

- Annotated grant agreement (europa.eu).
- Horizon Europe programme guide(europa.eu)
- All up to date guidance documents (europa.eu)

Other support

- National contact points (NCP) for Horizon Europe, for example advice on admin procedures & contractual issues. National contact points (europa.eu)
- IT Helpdesk for technical issues with Funding & Tenders portal: IT helpdesk (europa.eu)