

Contracting within the **KAPPA**

Programme

Financed by the EEA and Norway Grants
2014 - 2021



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The KAPPA funding programme for applied research, experimental development and innovation is financed by the EEA and Norway Grants.

The Programme is generally aimed at supporting international cooperation between Czech entities and partners from Norway, Iceland and Liechtenstein in applied research.

The project partner shall be from the **Czechia** and have at least one partner from **Norway**, **Iceland** or **Liechtenstein**.

The total allocation for the projects is 32 523 529 €. A part of the funding (approximately 30% from Norway Grants) is allocated to the projects with focus on carbon capture and storage (CCS).

163 project proposals submitted, 154 in the evaluation phase and 25 project with 20 donor project partners will be funded.



Donor project partners:

SINTEF AS	*329, *311, *324, *160, *306, *250, *232	Innovation Center Iceland	*309
University of Oslo	*215, *107, *202, *078, *099	Institute for energy technology	*074
Norwegian Institute of Bioeconomy Research (NIBIO)	*243, *295, *202, *132	Nansen Environmental and Remote Sensing Centre	*219
Norwegian University of Science and Technology	*160, *170, *027	NILU-Norwegian Institute for Air Research	*099
Norwegian Institute for Water Research	*170, *220	NORCE Norwegian Research Centre AS	*112
Oslo University Hospital	*074, *057	Nordic Nanovector ASA	*074
CondAlign	*306	Norwegian University of Life Sciences	*345
Drikkevannskonsult – B. Eikebrokk	*202	Oslo Metropolitan University	*202
Genis hf.	*309	SINTEF Energi AS	*160
Iceland GeoSurvey (ÍSOR)	*198	Stiftelsen Det norske Skogfrøverk	*243

Glossary - who is who

Project Promoter (PP) – Czech entity formally responsible for submitting the project proposal, signing the Partnership Agreement with the project partners, distribution of funding among the project partners, submitting interim and final reports to the Programme Operator and generally managing all activities related to project application, realisation and closing under the KAPPA Programme.

Principal Investigator (PI) – a researcher (from the Czech Project Promoter) having a scientific lead of a project implemented under the KAPPA Programme.

Programme Operator (PO) – the Technology Agency of the Czech Republic (TA CR), agency responsible for the management and implementation of the KAPPA Programme.

Donor Programme Partner (DPP) – the Research Council of Norway (RCN), agency responsible for supporting the PO during implementation of the KAPPA Programme.



Programme documentation

PROJECT
CONTRACT
TEMPLATE

KAPPA TERMS AND
CONDITIONS

IMPLEMENTATION
GUIDE

PARTNERSHIP
AGREEMENT
TEMPLATE

GUIDELINE FOR
RESEARCH
PROGRAMMES

EEA AND NORWAY
GRANTS
REGULATIONS



Partnership Agreement

- **PP** + project partner(s)
- Shall be signed by all partners by the end of November.

Other documents required in the Decision on the Results of the Call for Proposals:

- Request for the Extract from the Czech Criminal Record
- Evidence of ownership structure (if required)
- Special activity permit (if relevant)

Timeline of contracting

Project Contract

- **TA CR** + PP
- Shall be sent in 60 days after publishing the call results - by the end of November/by the end of the year.

1st payment

- **TA CR** → PP in CZK
- Transferred within 30 calendar days from the signature of the Project Contract (January).

Partnership Agreement (1/3)

- Signed by the Project Promoter and all project partners.
- Sent to Programme Operator before signing the Project Contract - by the end of November, with the Project Contract at the latest.
- One with all project partners or individually for individual project partners.
- Language - signed in English.
- PP and partners keep the original, a copy is sent to TA CR.
- Will be checked by TA CR.



Partnership Agreement (2/3)

- Must contain the following:
 - provisions on the roles and responsibilities of the parties;
 - provisions on the financial arrangements between the parties, including, but not limited to, which expenditure the project partners can get reimbursed from the project budget;
 - provisions on the method of calculating indirect costs and their maximum amount;
 - currency exchange rules for such expenditure and its reimbursement;
 - currency exchange rules for reporting;
 - provisions on audits on the project partners;
 - a detailed budget;
 - provisions on dispute resolution, and
 - provisions on intellectual property rights, in compliance with the Guideline for Research Programmes and [Framework for State aid for research and development and innovation \(2014/C 198/01\)](#) (Article 2.2.2)



Partnership Agreement (3/3)

- The available DESCAs template is strongly recommended by TA CR, but it can be modified by the consortium. The PA template was developed by RCN on the basis of DESCA (H2020 template) and adapted to the size of the projects and EEA and Norway Grants rules. RCN recommends the use of this template in all EEA and Norway Grants projects, not only in Czechia. It may need adaptation to needs of a project or other special conditions.
- In line with the description of cooperation in the project proposal, and to the Article 6 of the KAPPA Terms and Conditions.
- Only electronic signature with certificate or handwritten original is possible (no scan).
- Other communication between PP and partners can be handled by applying the scanned signature, the manners of communication should be stated in PA.
- If the PA changes, PP shall send the actual version to TA CR without undue delay.



Documents to be submitted with/before the Project Contract

- described in detail in the [FAQ](#)
 - deadline for submitting: with the Project Contract at the latest.
- a) Request for the Extract from the Czech Criminal Record
- only one document is needed for each institution/entity, so if one organisation takes part in several KAPPA-projects, there is no need for multiple copies of the Statutory Representative's signature.
 - Norwegian, Icelandic or nationals from third countries do not fill in the Personal identification number.
 - If several persons act jointly (e.g. board) as a statutory body, the Request for the Extract has to be submitted for each person.
 - The form „Request for the Extract from the Criminal Record – natural person“ can be found on the TA CR's website ([link](#)).
- b) Evidence of ownership structure (if requested)
- The form “Evidence of the Ownership Structure” shall be submitted if a project partner was requested to do so in the Decision on the Result of the Call for Proposals.
 - The form “Evidence of ownership structure” can be found on the TA CR's website ([link](#)).
- Recommendation: Send the documents a) and b) together in one email and in one envelope.
- c) Special activity permit (if relevant)
- Where applicable, if the Project Promoter or project partner needs a specific activity permit/licence required by a national specific legal regulation (e.g. stem cell research).

Signing the documents

- Identify the Statutory Representative for signing the documents
 - the person who is the legal representative of an institution or enterprise; listed as the Legal Representative in the relevant national/commercial register;
 - most likely the same person as the one who signed the “Sworn Statement” submitted with the application (project proposal) in February 2020.
- The documents can be signed by a person who has the necessary authorisation given by a power of attorney or internal legal methodology document to act as a Statutory Representative on behalf of the organisation/enterprise. In the case of power of attorney or other authorisation, please submit it together with the required documents.
- Only electronic signature with certificate or handwritten original is possible (no scan, no simple adobe signature). The electronic signature has to be in the form of a digital signature with a certificate uniquely linked to the signer, issued by an authorised entity, meeting the requirements for advanced electronic signatures set in the EU Regulation No 910/2014 (also known as eIDAS), visible in PDF document properties in certificate viewer.



- 1) **Most Norwegian institutions (university etc) are registered with NFR ... do these need to submit such a crime record from czech crime records?** (Norwegian partners: Yes, you can send the original signed form of the "Request for Extract from Criminal Record" to Forskningsrådet at Lysaker, please mark the envelope accordingly.)
- 2) **Would it be possible to coordinate this for every institution? In case there are several projects in each?** (If one institution is involved in more projects, you can send only one Request for the Extract from the Criminal Register.)
- 3) **So, is it the Norwegian PI that needs to submit this information (on criminal record) or is the legal representative?** (The legal representative, not the PI)
- 4) **The guidelines say that the requests for criminal register record info do not need to be signed - is this right?** (In case of a Czech entity which sends the request via the data box, the request does not have to be signed.)
- 5) **What form of delivery to TACR is required for the Partnership Agreement?** (PP can send a copy of the Partnership Agreement via the data box or in paper form via post.)
- 6) **The partnership agreement should be sign within 60 days since the announcement of the results. What if it will be done later (due to that we will not manage it in time with all the partners)? Will be there some actual consequences? Thank you!** (The partnership agreement has to be signed and delivered to TA CR for confirmation before TA CR will sign the Project Contract with the PP. Because of the current situation according to the COVID-19 we expect some delay and if TA CR will be in touch with the PP, there will not be any consequences, but the contract shall be signed by the end of the year at the latest. If TA CR will not have any information from the PP and the delay will be unjustified, TA CR is entitled to conclude a Project Contract with another project in the order.)
- 7) **Partnership Agreement- is is possible to omit some part of the suggested form? E.g. Data management** (Yes, you can adjust the template in this manner. If you would like to do more changes, please be sure it is in line with the EEA/Norway Regulations, Guideline for the Research Programmes, and the KAPPA Terms and Conditions.)

Project Contract

- Signed between the Programme Operator and the Project Promoter acting on behalf of all project partners.
- Language – signed in Czech.
- Short contract, more information in KAPPA Terms and Conditions.
- Including Key Project Parameters with project budget divided by years.
- If some change is needed, follow the Implementation Guide.



Project partners' expression of acceptance of the Contract

- Once the Project Contract between TA CR and Project Promoter is concluded, each Project Partner shall express the consent to the Project Contract. The form “Project Partner's Acceptance of the Project Contract” can be found on the TA CR's website ([link](#)):
 - fill out the form “Project Partner's Acceptance of the Project Contract”;
 - the Statutory Representative shall sign three original forms (per project);
 - send them in 3 originals to the Project Promoter in good time as the Project Promoter has to send the acceptance documents to TA CR within 45 calendar days of signing the Project Contract.
 - each project partner has to submit the Acceptance individually to PP and PP sends all Acceptances to TA CR.





Project contract

- 1) **Hi I am the PI at the UiO side, while the project leader Martin (the one who officially submitted the grant) is at the Czech Republic. I assume I will not do any paper work on contract, but the CR leader will do so. Right?** (The Project Contract is concluded between the PP (from the Czech Republic) and TA CR, so project partners are not involved in this phase.)
- 2) **Question to TAČR: the negotiation process is going to be held in english?** (The official communication will be in English, especially if the donor project partner will be involved.)
- 3) **Our internal documentation of Power of Attorney is only available in Norwegian, do you require translation to English to accept it?** (RCN can check the Norwegian documents, but you can submit the English version as a supporting document if you have it)

Payment model

- 1st payment: **TA CR** → PP; the amount according to the Project Contract - Key Project Parameters within 30 days from the signature of the Project Contract.
- TA CR transfers payment to Project Promoter, and the Project Promoter then distributes the funds to all project partners not later than 15 days after TA CR transfer.
- **TA CR always sends CZK.** Project Promoter distributes the funds in the currency, which is agreed with the project partner and stated in the Partnership Agreement.
- Interim payments are made by TA CR in the beginning of each year - by the end of February at the latest, after submitting of the interim report. The interim report is submitted by PP by the end of January at the latest. TA CR will check that the consortium has consumed at least 70% of already paid funds (earlier payments).



Exchange rates

1. The maximum amount of funding (grant limit) is defined in CZK, per project and per each beneficiary as well. This amount should be stated in PA.
2. Donor project partners can have the budget in their national currency.
3. Exchange rate losses will be borne by the Project Promoter.
4. PP will report to TA CR in CZK, in whole numbers (no figure after comma).
5. Beneficiaries shall follow the appropriate institutional practice for calculating the exchange rate when reporting the costs. It is necessary to describe the chosen methodology in the Partnership Agreement and maintain the same method throughout the project duration. Recommended options:
 - Horizon 2020 methodology - average of the three last months/reporting period (recommended if the institution has already used this practice) OR
 - exchange rate of the day of the transfer of the grant.



Payments+rates (1/2)

- 1) **In DESCA contract it is stated that payment should be in EURO, can we expect to use the currency exchange rate for the actual year for each payment. Will this be in accordance with our approved budget in EURO?** (EURO is the currency used in Horizon 2020 and therefore in the DESCA template, however the consortium can decide on a different currency in which the payments from PP to project partners are made.)
- 2) **So If I understand well, project budget is awarded in CZK/EUR at reference exchange rate of 25,54 CZK/EUR. Project promoter will receive all payments from TACR in CZK. Can we adopt other provisions (different from 7.3.6. The payments from the Project Promoter to the project partners are made in euro) with the payments to Norwegian partners? E.g. direct conversion CZK/NOK?** (Yes, you can set up the budget of the donor project partner in their national currency. The exchange rate has to be stated in the Partnership Agreement.)
- 3) **The current CZK/EURO is 27 and you are using a reference rate of 25.5, why? What about this difference?** (The exchange rate 25,54 was set for the application (project proposal) phase. If there will be any exchange losses, Project Promoter should borne these.)
- 4) **To follow up on the earlier question from Jan Motlik. Budget table (attachment 5, in partnership agreement) and budget table in the submission system (application) do not have the same format, i.e. different breakdown on budgetary categories. To fill in the table in partnership agreement we would need to reallocate/breakdown costs differently. Could you confirm that we can separate and re-allocate costs in the table in attachment 5 of PA as we think makes sense for our project as long as it is in line with the program rules? Do you have any recommendations for how to align these two budgetary tables?** (Yes, you can adjust the table according to the ISTA budget to be in line with the KAPPA Terms and Conditions and you use only one budget table from ISTA.)



Payments+rates (2/2)

- 1) **How flexible is the program about moving costs between DIFFERENT budgetary categories if this becomes necessary during the implementation phase?** (You can move costs between different budgetary categories (e.g. from staff costs to other direct costs) as needed, as long as you follow the limits of the budgetary categories (Subcontract and indirect costs), as stated in the Annex 3 of the Implementation Guide. The limits are stated in the KAPPA Terms and Conditions, article 17. You have to express the actual usage of costs in the Interim and Final reports)
- 2) **How much money are we going to receive as the first pre-payment?** (According to the project budget in the Key Project Parameters for the 1st year of the project duration.)
- 3) **How do we Norwegian partners know what is our "part" in Czech currency?** (It should be stated in the Partnership Agreement, based on the project budget defined in the Key Project Parameters)
- 4) **HI as a collaborator from Norway, with the PP at the Czech Republic we made a budget and with 50% of the budget will be used for the experiments at my group at UiO Norway. When and how the budget will be transferred to UiO?** (PP shall transfer the money in amount according to the budget in the Partnership Agreement (based on the Key Project Parameters) no later than 15 from receiving the grant from TA CR.)

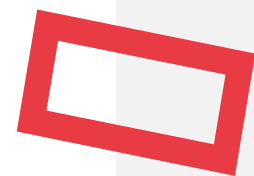
Project flexibility

- If need of change, follow the Implementation Guide - PP shall submit Change Request Form ([Annex 9 of Implementation Guide](#)).
- Start of the project can be adjusted according to the current situation.
- End of the project shall not exceed 30 April 2024 – Final cost eligibility date in the KAPPA Programme.
- Budget revisions need to be made for projects that have had budget cuts, for other projects it is recommended to wait until after the Project Contract signing.



Data Management Plan

- Within six months from the start date of the project, the Project Promoter shall submit the Data Management Plan which shall describe:
 - which data will be created, managed, or collected;
 - which methods and standards will be applied;
 - in which way the data will be shared and made public;
 - and how the data will be stored during the project period and preserved after the end of the project.
- [The H2020 template](#) can be used.



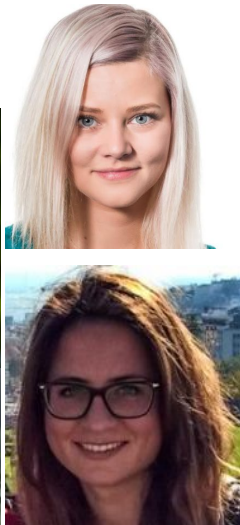
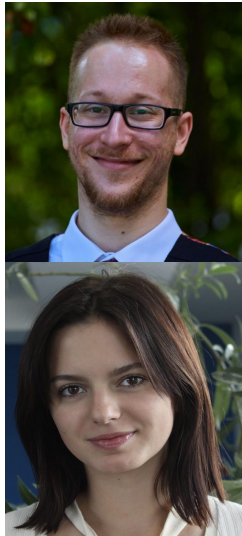


Flexibility+data management plan

- 1) **How many audits are required for the projects?** (TA CR will make at least one control on the spot (public administrative control) for each project. Any audits can be made by FMO (Brussels) or certifying/audit authority (Ministry of Finance of the Czech Republic).)
- 2) **Is the document "KAPPA Terms and Conditions" in Czech "Všeobecné podmínky verze"?** (No, the Czech version of "KAPPA Terms and Conditions" is "Podmínky poskytnutí podpory v programu KAPPA". You can find the Czech version of the document at <https://www.tacr.cz/en/kappa-programme-call-for-proposal-announcement/>.)
- 3) **to allow coordination within institutions, would it be possible to publish contacts details for the funded projects?** (We can share the contacts individually upon request, we won't share the contacts publicly for all projects.)
- 4) **Attachment 5 is Table of PA, there are rules on how to divide "own money, in which categories? Other costs, with two stars, that are not clarified in the text.** (We do not enforce any rules, you can modify the table (e.g. the currency in the PA is up to the consortium). We recommend basing it on the tables in the Key Project Parameters.)
- 5) **For postponing the start - do we need to ask officially through the form or just announce within the negotiation proccess?** (You do need to submit a request for change to change the start date of the project, but you can choose to submit it after the signature of the Project Contract. Note that the submission of the request differs before and after the signature (see chapter 5 of the Implementation Guide), and we recommend that you submit it after the signature.)
- 6) **My last quesiton: as a collaborator if I plan to change the plan from recruting a postdoc to change to the recruitment of a Ph.D. student for this project (similar cost of postdoc and Ph.D. student in Norway). Should I ask permission from any partities? Or I have flexibility.** (You can change members of the research team as needed (unless it is the principal investigator of the project promoter), and notify us in the Interim/Final report in ISTA, as per the Annex No. 3 of the Implementation guide. While the Interim report is open, anyone with the proper authorizations in ISTA to the project, i.e. "project owner" and "read and edit" authorization, should be able to modify the person in question. You should comment on this change in the technical report you'll be submitting as part of the Interim report.)

Contacts

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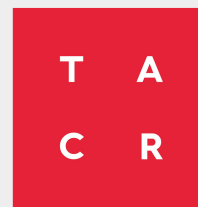
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