

# FORESEA Access Calls

Rules and Conditions, version 3.1

## ***Abstract***

*This document explains the rules, conditions and eligibility governing access to the ocean energy Test Sites participating in the Funding Ocean Renewable Energy through Strategic European Action (FORESEA) Project, funded under the INTERREG NWE programme. These rules have been formulated by the FORESEA Project consortium based on all relevant provisions from Interreg and the Grant Agreement; in case of any conflict, the provisions of the Grant Agreement take precedence.*

## Definitions

**Access:** physically visiting a *Test Site* to conduct *Test or Validation* activities.

**Access Contract:** The contract signed between the successful applicant to a call (the *User*) and the *Test Site* covering the details of the *Test or Validation* activities to be carried out, the services they will avail of at the *Test Site*, the contents of the *Support Package* and other relevant contractual detail. This contract may not overlap with any other *Test and Validation* contract between the *User* and the *Test Site*.

**Access Coordinator:** a FORESEA partner, or individual, in charge of providing high level information to candidate *Users* regarding services and facilities, funding, timings, queries emerging from the call or access documents, etc. The *Access Coordinator* will maintain a list of candidate *Users* and of *Users* funded under FORESEA, as well as Point of Contacts for all *Access Providers*.

**Access Provider:** means the FORESEA partner institution that is in charge of providing *Access* to the *Test Site* infrastructures and services they manage as *Test Site* operators. Each *Access Provider* will have one or more Point of Contact and assigned *Project manager(s)*.

**Access Project or Project:** A coherent and comprehensive set of activities, documents, plans and other relevant items that include, inter alia, an *Application* to a FORESEA call, a negotiation leading to an *Access Contract*, the execution of this contract (including *Access* and execution of *Test or Validation* activities), a final report and the termination of the *Access Contract*.

**Application:** a filled and signed form through which candidate *Users* provide all required information about the *Project* they intend to carry out (description, objectives, plan, timelines, impact), select a preferred *Test Site* for its execution, provide details about themselves and acknowledge understanding of these access Rules and Conditions and related documentation; before submitting an *Application*, a candidate *User* must contact the FORESEA *Access Coordinator* as well as the *Access Provider* of their choice.

**Background:** information held prior to FORESEA.

**Device:** technology, products, services, or energy conversion machines (whole or subcomponents, subsystems) related to marine renewable energy, or applicable in this sector in whatever form or role.

**Foreground:** information and results that have been generated regarding the *User* technology development under a FORESEA *Access Project*.

**SME:** the main factors determining whether a company is a *SME* are: the staff headcount (less than 50 for Small, 250 for Medium); and either turnover or balance sheet total less or equal to 10m€<sup>1</sup>.

**Sub-partner:** An organization participating in FORESEA that is not required to sign the FORESEA Grant Agreement nor the Consortium Agreement; *Sub-partners* must establish a budget; this is to be negotiated in the *Access Contract*. Most of this budget must fall within the External Expertise budget line (sub-contracts through procurement) towards necessary costs for *Test or Validation* of their *Device* (e.g., vessel time, assembly, services, etc.)

**Support Packages:** Subsidised period of Access to a *Test Site* and relevant services.

**Test Site:** means a facility or a resource (or a coherent set of them), together with the related services and expertise, that is part of the FORESEA consortium and is used by the marine renewable energies community to conduct *Testing* and *Validation* of *Devices*. Each *Test Site* is run by a *Test Site* operator (the *Access Provider*).

**Technology (Low Carbon Technology):** see *Device*.

**Test or Validation:** the set of activities prior, during and after deployment of *Devices* in a *Test Site* for the purpose of, among other objectives, determining performance, detecting operational issues under real ocean conditions, determining survivability, assessing integration to existing infrastructure or to other *Devices*, assessing the conformity to requirements, etc. *Test* and *Validation* does not include design, manufacture or alterations in structure, shape or functions of *Devices* (even if as a result of *Test and Validation*); however, if the scope of the *Project* is to optimise the *Device*, such as control strategy or different rotor blades, these alterations will be assessed and may be considered valid by the *User Selection Board*.

**Unit:** the *Unit* of time offered by a *Test Site*. This will be typically one year; multiples and submultiples are possible - please see the individual *Test Site* descriptions for further detail (available from the *Access Coordinator*).

**User:** means a company, in whatever form or purpose, a research centre, a third level education institution, or individuals, owner of the *Device* being *Tested or Validated* or owner of the rights on that *Device*. Each *User* will have a Point of Contact and an assigned *Project* manager. Before award of a *Support Package* granting access under FORESEA for the number of *Units* requested, the *User* may be designated a *Candidate User*.

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<sup>1</sup> <http://ec.europa.eu/growth/SMEs/business-friendly-environment/SME-definition/>

***User Selection Board:*** composed by one representative of each of the partners and will collegially review the *Application* of the *User*.

## Introduction

The main objective of FORESEA is to help North West Europe (NWE) enterprises working in low carbon technology to *Test* their technologies in real sea environments and to enable power to be economically extracted from the ocean. In addition to supporting *Test* and *Validation* activities, *Users* benefitting from FORESEA will also be assisted by longer term activities, including business development, aiming at getting their low carbon technology closer to the market.

For this purpose, the *Project* consortium has devised a *Test Site* access mechanism for the benefit of the industry at the *Testing* or *Validation* stage of the TRL ladder in their products or *Devices*. Access to one or more *Test Sites* to perform *Tests* and *Validation* is granted through a series of competitive calls; the proposals received on each call will be checked for eligibility, evaluated by a *User Selection Board* and, if successful, granted aid to access the *Test Site* of the *Users'* choice by means of a *Support Package*. Please note that FORESEA *Support Packages* may not overlap with existing *Test* or *Validation* financial arrangements, contractual or otherwise, between the applicant and the *Test Site* of their choice; however, a FORESEA *Support Package* can be used to provide access to a *Test Site* before or after a pre-contracted *Test Site* access period.

## Support Packages

FORESEA *Support Packages* will be defined for each call for *Applications*; details on the support packages and specific conditions they may entail will be given in the Call text, or can be requested from the *Access Coordinator* or from the *Test Sites*. Recipients of support packages will work with FORESEA to exercise the required due diligence to ensure State Aid rules and thresholds are observed in the *Support Package* before signature of the *Access Contract*. The State Aid limit depends on the status of the applicant (*SME* or non-*SME*); the amount of match-funding varies among *Test Sites* according to the scale of the *Project*, the origin of other funds and a number of other variables.

In some cases, the successful applicants will be invited to join FORESEA as a *Sub-partner* of the *Test Site*; in other cases, this step will not be required. The conditions determining whether a successful candidate *User* should join the *Project* as a *Sub-partner* of the *Test Site* vary among *Test Sites* and depend on the different national funding mechanisms supporting *Test Site* activities. Details on these conditions can be requested from the *Access Coordinator*.

The *Support Package*, the rights and obligations of the applicant and of the corresponding *Test Site*, the services and facilities made available and milestones will be laid down in an *Access Contract*; there will be a FORESEA section to this contract (common to all *Test Sites* stipulating conditions to be observed under a FORESEA *Support Package* scheme) and a *Test Site* specific part.

The following sections cover the general rules and conditions of the calls for proposals; applicants are requested to read these rules and conditions before or on applying for aid under any of the calls in this *Project*. Terms defined above are used in italics thereof.

## Eligibility

To be eligible to apply for *Access* to a *Test Site* under FORESEA, a candidate *User* must satisfy the following requirements:

1. The *User* must be entitled to disseminate the *Foreground*, subject to business confidentiality on commercially sensitive information or data, and make due publicity and ensure visibility of all Interreg public funding received;
2. The *User* must be in good financial standings, have sufficient liquidity, be financially autonomous and solvent;
3. The *User* must be willing to engage in an *Access Contract* with the FORESEA consortium, if the *Application* is successful, which may require their inclusion as *Sub-partners* in FORESEA and possibly open a branch or subsidiary in the same country of the *Test Site* they want to access.
4. The *User* must not be engaged in any other financial arrangement with the *Test Site* of their choice, contractual or otherwise, that might overlap a FORESEA *Support Package* and its *Access Contract*. It is noted, however, that a FORESEA support package can be used to provide *Access* to a *Test Site* before or after a pre-contracted (or otherwise arranged) *Test Site Access*.

Requirement 3 above may be satisfied only at the time of the *Access Contract* signature if the *User Selection Board* so allows and the proposal is successful; in this case, a support package will be awarded subject to the condition of the requirement being met in a reasonable amount of time never exceeding the instant of *Access Contract* signature.

Additional, call-specific requirements may be included in the text of the calls for applications.

FORESEA does not fund the *User's* prior research such as model design, construction, alterations, or other activities not specifically related to *Test or Validation*.

## Application

The candidate *User* applies for aid by completing an *Application* and submitting it to the *Access Coordinator* on or before the deadline of each FORESEA call. The *Application* form will be available during the periods the calls are open; the form lists all required information and should be dully

completed. Any questions regarding interpretation of the *Application* form should be addressed to the *Access Coordinator*.

The *Application* must mention the current state of the *Device*. Please note that statements of suitability of the *Device* for use in the *Project* in *Test or Validation* at the preferred *Test Site* should be backed up by evidence at the *Application* stage. Efforts to provide this evidence will be viewed favourably by the *User Selection Board*. This evidence does not need to be extensive or complete - a graph, picture or brief summary of previous *Testing* at a lower TRL is sufficient. This request for evidence obviously does not apply to new concepts which have not already been *Tested*; however, during the risk assessment of the *Project* to the *Test Site*, close attention will be given to whether the *Device* is fit for deployment as described in the *Project*.

To assist in the determination of the expected impact of the application (see Selection, below), *Users* will need to estimate, at the time of *Application*, the expected number of:

- Adopted or applied low carbon technologies or related technologies that will benefit from a FORESEA *Support Package* to make their way to the market;
- Other companies and research institutes collaborating with them in the *Project*;
- Companies (including their own) for which FORESEA support will mean “new product to the market” (i.e., ocean energy converter technology, sub-components, products, supply chain process and services, among others, that have been *Tested or validated* through the FORESEA *Support Package*).
- Amount of funding leveraged by the project.

*Users* must state in their *Application* whether an award of a *Support Package* will mean leveraged funds will be brought into the *Project* and, if that is the case, the estimated amount. By “leveraged funds” it is understood the funds, other than Interreg, that the *Access Contract* will attract in the short term.

## Obligations of each party

The *Access Provider* shall provide *access* to *Users* to the *Test Site* they manage. Details on each *Test Site* available for *access* are provided by the *Access Coordinator* or on the FORESEA website.

The *Test* setup will remain the property of the party that provided it, unless otherwise agreed upon.

*Access* will be offered to a particular *Test Site* through the FORESEA calls process until that *Test Site's access* funding allocation has been fully subscribed. An updated list of available *Test Sites* for each call will be maintained and published as part of each Call for proposals.

*Users* shall abide by the normal working practices, working hours, and health and safety regulations of the *Test Site* while present on the site. During the preparation of the *Application*, *Users* must contact the *Access Coordinator* and the preferred *Access Provider* to determine feasibility of their *Access Project*, to work on a high-level *project* plan and to discuss the financial plan.

Successful applicants (*Users*) and the corresponding *Test Site* will negotiate and sign an *Access Contract*; in some cases, this may require the inclusion of the *User* as a *Sub-partner* of FORESEA. This contract will outline *access* terms to the *Test Site*; liabilities of the *Access Provider* and of the *User* towards each other; rights with regards to *Foreground* and *Background* IP; and consequences of a breach of these obligations by each party.

The *Access Contract* will also contain provisions to mitigate common risks to the *Test Site* (e.g., the failure of the *User* to comply with schedules, inability to secure match-funding, to deliver targets, false declarations, or the cancellation of the *Project*); these provisions can assume the form of phased implementation of the *Support Package* based on deliverables or on milestones or on reports from inspections (on-site and, if necessary, also in the *User's* premises). A compensation may be due in case of cancellation of the *Project* if the preferred *Test Site* defers execution of other *Projects* while waiting for the *User* to *access* the site.

## Selection

The User Selection Board will meet within 10 work days of the deadline to evaluate the applications received and make recommendations for funding. Under exceptional circumstances, it will be possible for an applicant to request review by the User Selection Board prior to the call deadline. A formal request must be made to the Access Coordinator at the time of submitting the final application.

The User Selection Board shall base its selection of proposals on five criteria: readiness for deployment, feasibility, schedule, co-financing strategy and impact. These criteria will seek to quantify evidence of a rigorous Test or Validation plan, overall quality of the Project and competence of the applicants. A statement of feasibility of the *Project* will be sought from the preferred *Test Site* to ensure that the *Project* can be accommodated in their schedule and for record purposes; the choice of *Test Site* stated in the *Application* will be honoured unless that statement of feasibility advises otherwise, in which case other suitable *Test Sites* will be considered and discussed.

It is very important that the candidate *Users* give information to assess all the criteria as accurately as possible at *Application* time. For their guidance, "Readiness for deployment" means how close the *Device* is to deployment for *Test and Validation* (i.e. how long will it take to actually deploy the *Device*). "Feasibility" means not only if the proposed *Test* plan is doable in terms of practicality, but



also whether that plan has significant risk of delays. “Schedule” is a measure of the *Units* being sought and how they fit in the *Test Site* plans and FORESEA timelines. “Co-financing strategy” regards the financial plans that the *User* will activate to guarantee that funds will be available at time of *Access Contract* signature to account for match-funding. Finally, “impact” will measure how relevant the *Device* is to the low carbon technologies objectives of Interreg NWE and the targets of FORESEA; this is linked very closely to the information.

The *User Selection Board* will grade each *Application* using the following procedure. Each criterion will be scored from 1 to 5, with 5 meaning the best possible compliance with the criterion. The mark awarded on each criterion will be multiplied by a weighing factor; the weighing factor for each criterion may vary from call to call and will be published with each call. A final weighted score will be determined and used to rank *Applications* and to select *Applications* for award of *Support Packages*.

It will be the final decision of each *Test Site* involved in an *Application* thus selected for access whether they accept the results of the *User Selection Board*; if the *Test Site* does not agree with any particular *Application* being selected for *Access* they must state so and explain their reasons. In this case, a mitigation procedure will then take place to find a suitable solution.

| <b>Criteria</b>                             | <b>1 - 5</b> | <b>Weight</b> | <b>Weighted score</b> |
|---|--------------|---------------|-----------------------|
| <b>Readiness for deployment<sup>2</sup></b> |              |               |                       |
| <b>Feasibility</b>                          |              |               |                       |
| <b>Schedule</b>                             |              |               |                       |
| <b>Co-financing strategy</b>                |              |               |                       |
| <b>Impact</b>                               |              |               |                       |
| <b>Total</b>                                |              |               |                       |

## Access rights to information

As a general rule, the *Foreground* is the property of the *User* carrying out the work generating that *Foreground*. However, in some cases the *Test Site* will negotiate and make explicit in the *Access Contract* any other terms and conditions on *Foreground*; these will override the general rule.

<sup>2</sup> This criterion will be particularly important for the first calls to ensure deployment in 2016 and 2017

The *Access Provider* and the *User* must give each other, on a royalty-free and non-exclusive basis, access rights to the *Background* needed to implement their own work under the *Project*. The *Access Provider*, or the *User*, shall inform the other as soon as possible of any restriction which might substantially affect the granting of access rights.

## Confidentiality

The *Access Contract* shall ensure that the *Users* have appropriate rights and obligations in regard to confidentiality as they are normally established in the context of EU funded *Projects*.

## Publicity

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*.

The *Access Contract* shall ensure that the *Users* have appropriate rights and obligations in regard to publicity and dissemination as they are normally established in the context of EU funded *Projects*.

*Users* should suitably publicise (in their publications, websites, reports, etc.) the support given by FORESEA, showing the Interreg logo (if possible) and including a statement along the following lines: "The work described here has received support from FORESEA, an Interreg NWE *Project*". Whenever suitable and feasible, the *Device* should carry in a visible place the FORESEA Interreg logo.

*Users* should commit to providing photography and videos from deployment activities supported by FORESEA and agree to their use by FORESEA and Interreg in the context of promoting FORESEA and the Interreg support to low carbon technologies.

The Interreg Joint Secretariat shall be authorised to publish, in whatever form and on or by whatever medium, including the Internet, the list of the *Users*.

*Access Providers* are very familiar with Intellectual Property issues and there are numerous ways to disseminate knowledge without revealing proprietary, sensitive data or details specific to a *Device* (e.g. non-dimensionalised results). Confidentiality will be fully protected and specifics around the requirement for publication can be agreed beforehand to the satisfaction of both parties in the Access Contract. Scientific publication, without compromising the competitive advantage of the *User*, is common and can be very beneficial in terms of validating the technology when it comes to seeking future investment and financing.

## Insurance

Full health and travel insurance and pre-flight cancellation insurance for *Users'* personnel are strongly advised to successful applicants. Each *Test Site* may also have specific requirements on amounts of

minimum coverage for third party liabilities and employer's insurance; these will be stated in the *Access Contract*. Any insurance policy should cover the full period of the *Project*, from arrival to departure, cover pre-existing medical conditions, and include world-wide travel assistance and emergency air transportation services.