

Ocean DEMO Access Calls

Rules and Conditions, version 1.1

Abstract

This document explains the rules, conditions and eligibility governing access to the ocean energy Test Sites participating in the Ocean DEMO Project, funded under the INTERREG NWE programme. These rules have been formulated by the Ocean DEMO 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: an Ocean DEMO 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 Ocean DEMO, as well as Point of Contacts for all *Access Providers*.

Access Provider: means the Ocean DEMO partner institution 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 an Ocean DEMO 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 Ocean DEMO *Access Coordinator* as well as the *Access Provider* of their choice.

Background: information held prior to Ocean DEMO.

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 an Ocean DEMO *Access Project*.

Multi-device: refers to a simultaneous deployment of two or more energy conversion machines at the same location. In the *Application Form*, the *User* must select whether they are planning to deploy *multi-devices* in the context of their project. The *User* will have to demonstrate to the Ocean DEMO consortium, through detailed explanations in a workshop or in bilateral meetings, how they intend to perform a *multi-device* deployment and how Ocean DEMO will facilitate this deployment.

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€¹.

Sub-partner: An organization participating in Ocean DEMO that is not required to sign the Ocean DEMO Grant Agreement nor the Consortium Agreement; *Sub-partners* must establish a budget; this is to be negotiated in the *Access Contract*.

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 Ocean DEMO 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* or from the *Test Sites*).

User: means a company, in whatever form or purpose, a research centre, a third level education institution, or individuals, owner of the *Device* or *Multi-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.

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

Before award of a *Support Package* granting access under Ocean DEMO for the number of *Units* requested, the *User* may be designated a *Candidate User*.

User Selection Board (USB): composed by one representative of each of the partners; the USB will collegially review the *User's Application*.

Voucher: Formal support instrument provided by Ocean DEMO to the *User* that includes a subsidised period of *Access* to a *Test Site* and relevant services.

Introduction

The main objective of Ocean DEMO is to help North West Europe (NWE) enterprises working in low carbon technology to accelerate their transition from single prototype to multi-device farms by providing free access to world-leading test centres.

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 *Voucher*. Please note that Ocean DEMO *Vouchers* may not overlap with existing *Test* or *Validation* financial arrangements, contractual or otherwise, between the applicant and the *Test Site* of their choice; however, an Ocean DEMO *Voucher* can be used to provide access to a *Test Site* before or after a pre-contracted *Test Site* access period.

Vouchers

Ocean DEMO *Vouchers* will be defined for each call for *Applications*; vouchers will embody a "Support Package" for the user's project. 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 vouchers will work with Ocean DEMO to exercise the required due diligence to ensure State Aid rules and thresholds are observed in the *Voucher* 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 Ocean DEMO 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 *Voucher*, 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 an Ocean DEMO section to this contract (common to all *Test Sites* stipulating conditions to be observed under an Ocean DEMO *Voucher* 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 Ocean DEMO, 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 Ocean DEMO consortium, if the *Application* is successful, which may require their inclusion as *Sub-partners* in Ocean DEMO 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 an Ocean DEMO *Voucher* and its *Access Contract*. It is noted, however, that an Ocean DEMO *voucher* 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 *voucher* 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.

Ocean DEMO 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 *access* by completing an *Application* and submitting it to the *Access Coordinator* on or before the deadline of each Ocean DEMO call. The *Application* form will be available

during the periods the calls are open; the form lists all required information and should be fully 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:

- *Devices* developed and tested in real life conditions;
- Research institutions collaborating with them or with companies involved in the *Project*;
- Companies (including their own) for which Ocean DEMO support will mean introduction of "new to the market" products (i.e., ocean energy converter technology, sub-components, products, supply chain process and services, among others, that have been *Tested or validated* through the Ocean DEMO *Voucher*).
- Additional capacity of renewable energy production.

Note that, depending on the form of *device* being tested, not all of the above may apply.

Applicants will also be asked to state whether they intend to partake in a multi-device deployment; in this case, they will need to fully describe how this could be achieved with the current state of their device.

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 Ocean DEMO website.

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

Access will be offered to a *Test Site* through the Ocean DEMO 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*; this may require the inclusion of the *User* as a *Sub-partner* of Ocean DEMO. 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 *Voucher* 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 after at least 10 work days of the call's 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. Whether applying for a multi-device deployment or not, 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 Ocean DEMO 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 Ocean DEMO; this is linked very closely to the information provided in the *Application Form*.

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 *Vouchers*.

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 *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.

Criteria	1 - 5	Weight	Weighted score
Readiness for deployment			
Feasibility			
Schedule			
Co-financing strategy			
Impact			

Total			
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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.

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 Ocean DEMO, showing the Interreg logo (if possible) and including a statement along the following lines: "The work described here has received support from Ocean DEMO, an Interreg NWE *Project*". Whenever suitable and feasible, the *Device* should carry in a visible place the Ocean DEMO Interreg logo.

Users shall commit to providing photography and videos from deployment activities supported by Ocean DEMO and agree to their use by Ocean DEMO and Interreg in the context of promoting Ocean DEMO 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.

Annex A

Multi-device deployments in Ocean DEMO

Ocean DEMO has been designed to support the deployment of array-enabling technologies and of *multi-devices*. EMEC and SEM-REV are specifically targeting this objective.

The SEM-REV test site is a grid connected site and can host several devices on site simultaneously. On the test site there is an underwater hub at 35m depth from which three devices can plug into simultaneously. The underwater water hub is cabled back to shore and is connected to an onshore electrical substation, the test site is located 23 km offshore from the substation. SEM-REV is ready for testing multi-devices from 10 kW to 8 MW. From 2021, a floating hub will be installed to easily connect and disconnect devices and to embark electronics.

EMEC specifically targets multi-machine ocean energy installations in Ocean DEMO, by focusing on having more than one marine energy converter installed at the same location. These energy converters may or may not be of the same type and may be connected to an offshore hub or may be connected to the shore using individual cables.

DMEC and SmartBay can host multi-device deployments as well, although the sites are not grid connected.