

Blue GIFT Access Calls

Rules and Conditions

Abstract

This document explains the rules, conditions and eligibility governing access to the marine renewable energy Test Sites participating in the Blue Growth and Innovation Fast Tracked (Blue-GIFT) Project, funded under the INTERREG AA programme. These rules have been formulated by the Blue-GIFT 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 Voucher* and other relevant contractual detail. This contract may not coexist or overlap with any other *Test and Validation* contract between the *User* and the *Test Site*.

Access Coordinator: a Blue-GIFT 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 Blue-GIFT, as well as Point of Contacts for all *Access Providers*.

Access Provider: means the Blue-GIFT 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 Blue-GIFT 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 completed 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 Blue-GIFT *Access Coordinator* as well as the *Access Provider* of their choice.

Background: information held prior to Blue-GIFT.

Device: technology, products or energy conversion machines (whole or subcomponents) 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 Blue-GIFT *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€¹.

Support Package Voucher: Subsidised period of Access to a *Test Site* and relevant services, the subsidised period of access will be defined on an individual basis between the Access Provider and User.

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 Blue-GIFT 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*).

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 in the Blue-GIFT website www.bluegift.eu).

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 voucher* granting access under Blue-GIFT for the number of *Units* requested, the *User* may be designated a *Candidate User*.

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

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

Introduction

The main objective of Blue-GIFT is to help Atlantic Area enterprises to *Test* their marine renewable energy 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 Blue-GIFT 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, which includes seven *Test Sites* in the AA region, has devised a *Test Site* access mechanism for use in **four** test site, specifically in Portugal, Northern Spain, Western France and Canary Islands. The access is 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 Voucher*. Please note that Blue-GIFT *Support Package 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, a Blue-GIFT *Support Package Voucher* can be used to provide access to a *Test Site* before or after a pre-contracted *Test Site* access period.

Support Package Vouchers

Blue-GIFT *Support Package Vouchers* will be defined for each call for *Applications*; details on the support packages vouchers and specific conditions they may entail will be given in the Call text, or can be requested from the *Access Coordinator*.

The *Support Package 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 a Blue-GIFT section to this contract (common to all *Test Sites* stipulating conditions to be observed under a Blue-GIFT *Support Package 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 Blue-GIFT, 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 indirect funding or support 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 Blue-GIFT consortium, if the *Application* is successful.
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 Blue-GIFT *Support Package Voucher* and its *Access Contract*, that could result in double funding any action or services covered by the Support Package Voucher. It is noted, however, that a Blue-GIFT *Support Package 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 support package 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.

Blue-GIFT does not fund costs directly incurred by the *User* such as construction, procurement, installation and previous design and research activities.

Application

The candidate *User* applies for aid by filling and submitting an *Application* on or before the deadline of each Blue-GIFT 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*.

Users will need to identify, at the time of *Application*, the expected number of:

- Adopted or applied low carbon technologies or related technologies that will benefit from a Blue-GIFT *Support Package Vouchers* to make their way to the market;
- Other companies and research institutes collaborating with them in the *Project*;

- Companies (including their own) for which Blue-GIFT 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 Blue-GIFT *Support Package*).

In addition, *Users* will have to state in their *Application* whether an award of a *Support Package Voucher* 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 amount of 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 Blue-GIFT 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 Blue-GIFT calls process until that *Test Site's access* funding allocation has been used up. 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 to 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* are requested to contact the *Access Coordinator* and the preferred *Access Provider* in order to determine feasibility of their *Access Project* and to work on a high level *Project* plan.

Successful applicants (*Users*) and the corresponding *Test Site* will negotiate and sign an *Access Contract*. 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* 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, 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 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 Blue-GIFT 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 objectives of Interreg AA and the targets of Blue-GIFT.

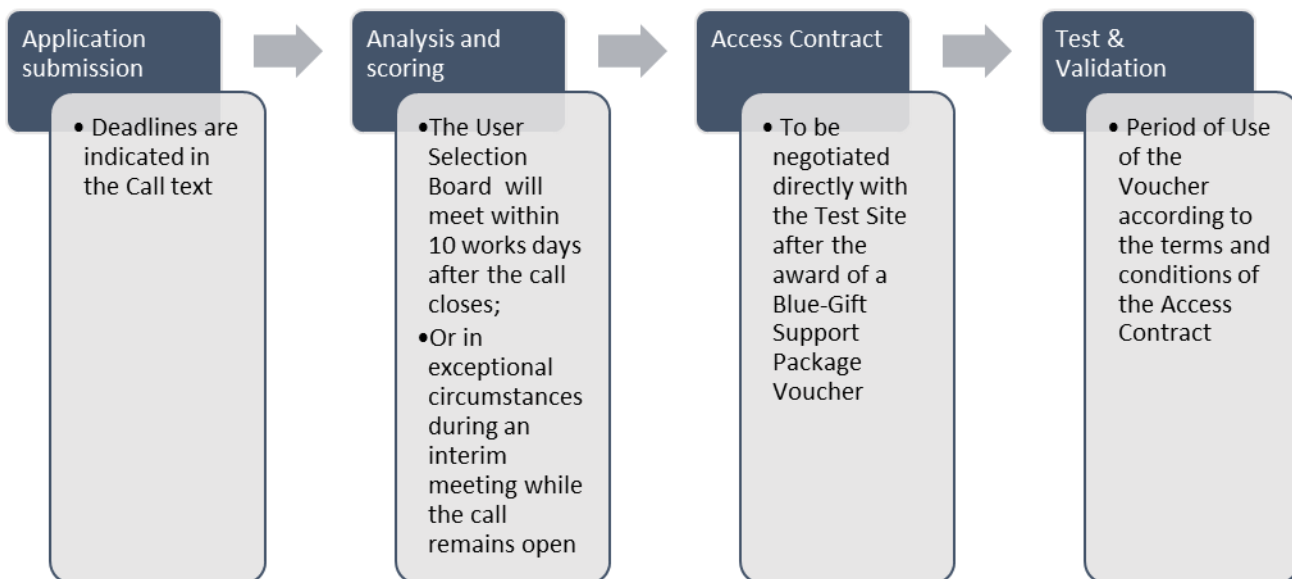
The *User Selection Board* will grade each *Application* using the following procedure. Each criterion will be scored from 1 to 5, with 5 meaning the best possible compliance with the criterion. The mark awarded on each criterion will be multiplied by a weighing factor; the weighing factor for each criterion 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 the fundament of their reasons. In this case, a mitigation procedure will then take place to find a suitable solution.

In cases *Access* is not awarded it may be possible to award a service package in order to provide technical support with a view to assisting the *User* to successfully apply for a later call.

Criteria	1 - 5	Weight	Weighted score
Readiness for deployment ²			
Feasibility			
Schedule			
Co-financing strategy			
Impact			
Total			

² This criterion will be particularly important for the first calls to ensure deployment in 2019 and 2020



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 Blue-GIFT, showing the Interreg logo (if possible) and including a statement along the following lines: “*The work described here has received support*”

from *Blue-GIFT, an Interreg AA Project*". Whenever suitable and feasible, the *Device* should carry in a visible place the Blue-GIFT Interreg logo.

Users should commit to providing photography and videos from deployment activities supported by Blue-GIFT and agree to their use by Blue-GIFT and Interreg in the context of promoting Blue-GIFT and resource efficiency through the development of renewable energy.

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.