Contents

PART 2: AWARD PHASE

Definitions 4

1. Conditions for funding of Commissioned Services
   1.1 Background 6
   1.2 Proposal of Funding 6
   1.3 Invoicing
      1.3.1 Overview of invoices 6
      1.3.2 Invoicing of pre-financing and accepting the proposal 7
      1.3.3 Invoicing of final funding 7
      1.3.4 VAT 7
      1.3.5 Content and addressee of the invoice 7
   1.4 Funding of CoS projects
      1.4.1 Fixed price contracts 8
      1.4.2 Funding cycles 8
      1.4.3 Obligation to preserve records 9
   1.5 Partial or incomplete delivery
      1.5.1 Partial or incomplete delivery at pre-financing 9
      1.5.2 Partial or incomplete delivery at final funding 9
      1.5.3 Loss of capacity and/or expertise resulting in inability to deliver CoS outputs 9

2. Insurance 10

3. Subcontracting 10

4. Amendments of project plans
   4.1 Requests for amendments in writing and notice period 10
   4.2 Amendments upon Hub's request 11
   4.3 Amendments upon Node's request
      4.3.1 Formal requirements to the request 11
      4.3.2 Quality of requested change 11

5. Liability 12

6. Termination
   6.1 Termination of Proposal of Funding 12
   6.2 Termination by a Recipient 12
   6.3 Termination by the ELIXIR Hub 12
   6.4 Withdrawal of funding following termination 13

7. Reporting
   7.1 Purpose and types of reporting 13
   7.2 Formal requirements to final report 13
   7.3 Formal requirements to Node-specific end report 13
   7.4 Late or non-delivery of reports 14

8. Internal quality assurance 14

9. ELIXIR logo and acknowledgement 14

10. Amendments of the Conditions for Funding 15

11. Data Protection 15

Contact: ELIXIR Legal Services legal@elixir-europe.org
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PART 2: AWARD PHASE

Conditions for funding of Commissioned Services
Definitions

Commissioned Services: Scientific and technical projects that are carried out by the ELIXIR Nodes - through one or several members of ELIXIR Nodes - and are funded through the ELIXIR Budget as outlined in ECA, Art. 8.6.

Commissioned Services co-leads: Experts in Nodes who jointly lead ELIXIR Commissioned Services.

Direct Costs: Direct Costs are all those eligible costs that can be attributed directly to the project and are identified by the participating entity as such, in accordance with its accounting principles and its usual internal rules (e.g. personnel costs).

ECA: ELIXIR Consortium Agreement

ELIXIR Collaboration Agreement: The ELIXIR Collaboration Agreement provides a national or international research institute or a group of distributed national or international research institutes in one ELIXIR Member State acting as one legal entity or having appointed one single legal entity with the status as an ELIXIR Node. The same applies if the Agreement is concluded with EMBL. It also defines the conditions under which the Node provides services. The Collaboration Agreement is concluded between EMBL and the national institute(s).

ELIXIR Communities: ELIXIR Communities are groups of experts across ELIXIR Nodes and externally that represent a scientific or technological theme, and drive the development of standards, services, and training in and across ELIXIR. They provide an opportunity to be a part of a wide-reaching network, and also offer a mechanism for long-term collaboration with other ESFRIs and large-scale initiatives.

ELIXIR Core Budget: The part of the ELIXIR Budget composed of ELIXIR Member State contributions.

ELIXIR HoN Committee: The Heads of Nodes Committee has a major role in developing and agreeing the ELIXIR scientific and technical strategy. The committee is composed of scientific representatives of each of the ELIXIR Nodes and is chaired by the ELIXIR Director. The Head of Node is appointed by each Node according to national processes.

ELIXIR Services: All services labelled ELIXIR Services or ELIXIR Resources, Node-funded Services (as defined in the Collaboration Agreement) and Commissioned Services, provided by the ELIXIR Nodes and the ELIXIR Hub, including associated activities and investment necessary to properly deliver the services, such as the provision of equipment, personnel and/or training.
| **Indirect Costs** | Indirect Costs are costs which are necessary for implementing the project but are not directly linked to it (because their share in the project cannot be exactly established). Typical examples of indirect costs include rent, operating costs, cost of office equipment, telephone, copy costs, etc. Usually, expressed as a percentage of direct costs. |
| **Node-funded Services** | Technical and administrative Services that fall under the administrative and financial responsibility of the ELIXIR Node and that become part of the Service Delivery Plan; the term Node-funded Services has the same meaning as Additional Services as defined in ECA, Art. 8.5.2. |
| **Other Direct Costs** | The sub-category “Other Direct Costs” refers to costs that are not personnel cost, e.g. travel or compute costs. |
| **Programme Review** | Review conducted by the ELIXIR Scientific Advisory Board at the mid-term of the 2024-28 Programme. The purpose of the review is to assess the progress made towards the objectives of the 2024-28 Programme. |
| **Proposal of Funding** | The Proposal of Funding is an offer of funding for the provision of Commissioned Services issued through a letter, which outlines the Commissioned Services for the duration of the Collaboration Agreement as defined in ECA, Art. 8.6. While the Collaboration Agreement sets the framework conditions for all services, including the Commissioned Services – a Proposal of Funding is issued by the ELIXIR Hub to the Recipient(s) as defined in Paragraph 6.3 of the Collaboration Agreement. For the avoidance of doubt, until December 2021 Commissioned Services' conditions were established through Commissioned Services Contracts, which continue to be valid for the envisaged term specified in each contract. |
| **Recipient(s)** | Node member(s) participating in Commissioned Services who receive(s) a Proposal of Funding from the ELIXIR Hub. |
1. Conditions for funding of Commissioned Services

1.1 Background

Part 2 of the Guidelines for Implementation of ELIXIR Commissioned Services (hereinafter “the CoS Conditions”) form part of the Proposal of Funding and explain the conditions for funding and implementation of Commissioned Services (hereinafter “CoS”). They apply unless specifically stated otherwise and become effective with the start of the project, as indicated in the project plan.

Under the framework of the ECA, technical and administrative services that fall under the responsibility of the ELIXIR Hub may be carried out by ELIXIR Nodes at which point they are called CoS. These services are funded through the ELIXIR Core Budget and are therefore distinct from Node resources that are provided by ELIXIR Nodes through national funding or from technical developments supported by external funding i.e. through the European Commission or Innovative Health Initiative (IHI).

Intra-document references relate to “paragraphs”, hereinafter “para.”.

1.2 Proposal of Funding

Once funding for a CoS project has been approved, the ELIXIR Director will provide a Proposal of Funding letter to participating Node members (hereinafter referred to as “Recipient(s)”, as defined in the Definitions) setting out their responsibilities.

The Proposal of Funding is an offer of funding for the provision of CoS issued through a letter, which outlines the CoS for the duration of the Collaboration Agreement as defined in ECA, Art. 8.6. While the Collaboration Agreement sets the framework conditions for all services, including the CoS – a Proposal of Funding is issued by the ELIXIR Hub to the Recipient(s) as established in Art. 6.3 of the Collaboration Agreement and defines the specific conditions for funding.

1.3 Invoicing

1.3.1 Overview of invoices

During the life cycle of a project Recipients must issue invoices twice, i.e. first at the very beginning of the project, before funding is released (invoicing of pre-financing, i.e. 50% of the total funding budgeted for to the relevant Recipients) and second following the end of the project (invoicing of final funding, i.e. 50% of the total funding due).

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1 https://www.ihi.europa.eu
2 As of January 2022 Commissioned Services Contract is known as Proposal of Funding.
1.3.2 Invoicing of pre-financing and accepting the proposal

Each Recipient must issue an invoice to the ELIXIR Hub claiming the approved pre-financing amount within 12 weeks of the issuance date of the Proposal of Funding.

By issuing the invoice for pre-financing, a Recipient accepts the proposed funding made by the Proposal of Funding.

If a Recipient is not able to accept a proposed funding, they should decline it by sending an email to the ELIXIR Hub (admin@elixir-europe.org and legal@elixir-europe.org) within 4 weeks of issuance of the Proposal of Funding.

Not issuing the invoice within 12 weeks is seen as a rejection of the Proposal of Funding.

1.3.3 Invoicing of final funding

Each Recipient must issue an invoice for the final funding following the completion of reporting obligations (successful submission and approval of the final report and the Node-specific end report).

Following approval of the final report by the ELIXIR Director the final funding can be released in accordance with para. 1.4.2 Funding cycles, but it shall only be released upon approval by the ELIXIR Director of the Node-specific end report and only if the Recipient has issued an invoice for the final funding.

In case no invoice for the final funding is issued within 4 weeks after the approval of the Node-specific end report, the ELIXIR Hub will send a reminder to the Recipient, extending the deadline by 12 weeks. The reminder will also point out that in case no invoice is received within this 12 weeks deadline, the ELIXIR Hub will assume that the Recipient waives its right to receive the final funding and, at the ELIXIR Director's discretion, may decide to withdraw the final funding.

1.3.4 VAT

Due to the non-profit nature of the ELIXIR Programme no VAT applies.

1.3.5 Content and addressee of the invoice

All invoices must quote the unique CoS project ID, the purchase order number as well as the project identifier, which will be provided by the ELIXIR Hub.

The invoice should be addressed to:
ELIXIR Hub
EMBL
Wellcome Genome Campus
Hinxton, Cambridge
CB10 1SD, UK
The invoice or the decline of the funding should be sent to admin@elixir-europe.org with a copy to invoices@embl.de. The invoice must use the same currency as indicated in the Proposal of Funding, usually in Euros.

1.4 Funding of CoS projects

1.4.1 Fixed price contracts

Proposals of Funding lead to fixed price contracts.

Each Recipient accepts the proposed funding offered by the Proposal of Funding by invoicing the ELIXIR Hub, as per para. 1.3.1 Overview of invoices.

1.4.2 Funding cycles

For the project, the release of funding shall be conditional upon invoicing (see para. 1.3.5 Content and addressee of the invoice, Content and addressee of the invoice) and the approval of project deliverables as established in this paragraph.

Funding will be released separately to each Recipient in two instalments as follows and subject to the conditions set in Art. 3 of the Proposal of Funding:

a) A pre-financing (i.e. 50% of the total funding budgeted for the relevant Recipients) will be provided upon execution of the Proposal of Funding, i.e. once the Recipient has invoiced the ELIXIR Hub for the pre-financing amount in accordance with para. 1.3.2 Invoicing of pre-financing and accepting the proposal;

b) The final funding (i.e. 50% of the total funding due) will be provided to each Recipient at the end of the project, after

   i. All Recipients have submitted a collective final report in accordance with para. 7.2 Formal requirements of the final report, which was approved by the ELIXIR Director; and

   ii. The Recipients of a Node have submitted their own Node-specific end report in accordance with para. 7.3 Formal requirements to Node-specific end report, which was approved by the ELIXIR Director; and

   iii. A Recipient has issued an invoice for their final funding amount to the ELIXIR Hub in accordance with para. 1.3.3 Invoicing of final funding.

For the avoidance of doubt, both the pre-financing and the final funding amounts shall be released by the ELIXIR Hub within 4 weeks after all conditions listed in 1.4.2.a and 1.4.2.b respectively are met.
1.4.3 Obligation to preserve records

The ELIXIR Node shall operate according to established principles of sound financial management practice and ensure that all records on how the funds have been used are kept for a period of five years after the end date of the project as indicated in the project plan.

1.5 Partial or incomplete delivery

1.5.1 Partial or incomplete delivery at pre-financing

If a Recipient fails to prove that the pre-financing was spent on project-related activities or if the ELIXIR membership of the Recipient's country is terminated during this stage in accordance with the ELIXIR Consortium Agreement, the pre-financing shall be returned partly or in total to the ELIXIR Hub, according to para. 6.4 Withdrawal of funding following termination.

1.5.2 Partial or incomplete delivery at final funding

Final funding by the Hub shall be released only after successful delivery of the relevant reports, in accordance with para. 1.4.2 Funding cycles. Should the ELIXIR membership of the Recipient's country be terminated during this stage in accordance with the ELIXIR Consortium Agreement, the final funding shall not be released by the ELIXIR Hub. This financial risk will be mitigated by breaking down the non pre-financed portion into separate CoS outputs.

If the Recipients of a Node have not submitted their collective Node-specific end report or such report is not approved by the ELIXIR Director, the ELIXIR Director reserves the right to retain the final funding budgeted for the Recipients of that Node until the Node-specific end report has been submitted and approved. The ELIXIR Hub may, at the ELIXIR Director's discretion, decide to withdraw the final funding.

1.5.3 Loss of capacity and/or expertise resulting in inability to deliver CoS outputs

1.5.3.1 A Recipient may lose the capacity and/or expertise to deliver a CoS output due to turn-over of the Recipient's employees, including but not limited to: change to different roles or positions, longer absences such as parental leave, sick-leave, resignation or dismissal, etc. In such cases, the Recipient must inform the ELIXIR Hub (the Hub CoS portfolio manager) without delay about the loss of capacity and/or expertise. Furthermore, the Recipient must be able to demonstrate to the ELIXIR Hub that the deliverable can still be completed by other employees who have the necessary capacity and/or expertise to conduct the planned work.

1.5.3.2 If the Recipient is not able to demonstrate that the CoS output can be carried out by other employees, the funding will be withdrawn by the ELIXIR Hub. In such cases the ELIXIR Hub will inform the Recipient, the CoS co-leads and related WP leads of its decision to withdraw the funding.
1.5.3.3 The funding for the affected CoS output can be redistributed to another Recipient (or to multiple other Recipients, if required) involved in the project able to replace the necessary capacity and/or expertise subject to the following conditions:

   i. The Recipient that has lost the necessary capacity and/or expertise is not able to demonstrate that it can replace the capacity and/or expertise internally; and

   ii. The CoS co-leads communicate to the ELIXIR Hub:
       a. The scope of the outstanding work to be done by the Recipient,

       b. Proposal of a new Recipient replacing the capacity and/or expertise for the affected work,
       c. The related PMs and budget to be transferred to the new Recipient,
       d. The new Recipient's PM rate and calculation of budget to be transferred.

   iii. The ELIXIR Hub decides to agree to the redistribution of funding to the new Recipient.
   iv. The project plan will be amended for the circumstances outlined in para. 4.3.2 Quality of requested change.

2. Insurance

The Recipient shall ensure that material of enduring value acquired by means of an ELIXIR Hub funding is covered by the property insurance policies of the ELIXIR Node or its members.

3. Subcontracting

The assumption is that the Recipient has the necessary expertise to conduct the planned work. Under exceptional circumstances and with written permission by the ELIXIR Director, the Recipient may use funds to subcontract a minor part of the planned work under its own responsibility, in which case, the Recipient is responsible for ensuring that all required contracts are in place and the delivery of the tasks.³

4. Amendments of project plans

4.1 Requests for amendments in writing and notice period

All requests for the amendment of a project plan by the ELIXIR Hub or by the Recipients need to be made in writing and issued with a six weeks notice period.

³ Based on Board paper “Guidelines for pre-financing of Commissioned Services - Implementation Studies”, ELIXIR/2016/12
4.2 Amendments upon Hub’s request

The ELIXIR Director can suggest changes to the project plan when it becomes obvious that the project aim cannot be achieved any more. The amended project plan may need to be reviewed by the Scientific Advisory Board.

4.3 Amendments upon Node’s request

4.3.1 Formal requirements to the request

The amendment request must point out the details of the amendment and provide the reasons for such amendment. It must be submitted by the CoS co-leads in writing and sent to proposals@elixir-europe.org within the notice period indicated at para. 4.1 Requests for amendments in writing and notice period. An amendment request requires agreement among all participants in a project.

4.3.2 Quality of requested change

The ELIXIR Director considers whether the requested change is a minor or a major amendment of the project plan.

Minor amendments: may be introduced if approved by the ELIXIR Director. The Recipient(s) will be informed of the amendment by a revised project plan.

Examples of minor changes include:

- Cost-neutral extension of project length, which going forward will be granted only exceptionally, for example, due to changes in responsible teams: this qualifies as a “no cost extension”.
- Reallocation of resources between the Recipients.
- Withdrawal (and subsequent reallocation if required) of funding due to a Recipient leaving the project altogether or scientist(s) moving to another institute requiring a transfer of remaining funding.

Major amendments: may be introduced only, if the following requirements are satisfied:

a. the Recipient makes an application for the respective change of the project plan (see para. 4.3.1 Formal requirements to the request) explaining the need for the proposed changes which are required to address changes that could not have been foreseen when the project plan was issued, with a notice period of 12 weeks; and
b. the Scientific Advisory Board evaluates the proposed changes, if required; and
c. the ELIXIR Board accepts to adopt the changes into the project plan.

An example of a major change is e.g. a change to the budget of CoS or if the amendment means a drastic change from a project plan.
5. Liability

5.1 Liability in the context of CoS is regulated in accordance with Art. 13 of the ELIXIR Collaboration Agreement.

5.2 The Recipients are individually liable for any direct, indirect, or consequential loss or similar damage to the ELIXIR Hub related to or resulting from wilful misconduct or gross negligence in the delivery of their own contributions to the Project, as described in the project plan.

5.3 The ELIXIR Hub cannot be held liable for any direct, indirect, or consequential loss or similar damage related to or resulting from the Commissioned Services funded by the ELIXIR Hub, provided that such loss or damage was not caused by the ELIXIR Hub’s wilful act or gross negligence.

5.4 It is the responsibility of the Recipient to obtain adequate liability insurance at their own discretion.

6. Termination

6.1 Termination of Proposal of Funding

The Proposal of Funding will be valid until:

a) the period set in the respective CoS’ project plan; or
b) the Collaboration Agreement with the ELIXIR Node to which the Recipient is a member ends unless the ELIXIR Hub, as advised by the CoS co-leads, and the Recipient agreed in writing to continue the project; or

c) the Recipient declines the proposal within the deadlines stated in the Proposal of Funding or within 12 weeks at the latest of the issuance date of such proposal; or

d) the Recipient or the ELIXIR Hub terminate the Proposal of Funding in accordance with para. 6.2 Termination by a Recipient or para. 6.3 Termination by the ELIXIR Hub; or

e) the Parties, in the process of revising the Proposal of Funding, fail to reach an agreement, and have served notice within a period no less than 24 weeks.

6.2 Termination by a Recipient

Any Recipient can terminate its participation in a project by giving a 6-weeks notice period.

The Proposal of Funding will be amended in accordance with chapter 4. Amendments of project plans.

6.3 Termination by the ELIXIR Hub

The ELIXIR Hub may terminate the Proposal of Funding by giving a six weeks notice period.
6.4 Withdrawal of funding following termination

Once the termination request by a Recipient or the ELIXIR Hub becomes effective (at the end of the 6-week notice period), funding will be withdrawn by the ELIXIR Hub by issuing a withdrawal letter. In cases where part of the work planned was not carried out due to a Recipient leaving the project, the leaving Recipient will be required to return the pre-financing instalment received for the relevant task, as set out in para. 1.5.1 Partial or incomplete delivery at pre-financing of the CoS Conditions.

7. Reporting

7.1 Purpose and types of reporting

At the end of a project, the participating Node members must submit two different types of report, which serve different purposes.

The final report provides an overview of the project results. It includes a scientific and a financial part. The scientific part shows the overall project impact and defines how the project outcome relates back to the relevant strategic tiers, their priorities and ambitions.

The Node-specific end report, which must be completed collectively by all participating members of the same Node (all of whom are Recipients), captures further information the final report may not capture. This is to ensure all information relating to the project has been captured.

7.2 Formal requirements to final report

The final report provides for a summary of the implementation of the project.

It comprises a scientific and a financial part providing summary information about the implementation of the CoS project, in particular their deliverables and milestones and funding released in the period of reporting and includes information about overall impact and relation to strategic priorities and ambitions of planned CoS outputs and results.

The scientific part, as well as any deliverables and milestones, could also be done as a scientific publication(s), which is encouraged. The ELIXIR Publication Principles describe how to report and publish results from CoS. It also outlines how to acknowledge the ELIXIR funding.

The final report must be submitted to the ELIXIR Hub by the CoS co-leads in the name of all participating Node members and by using the final report sheet.

The final report must be completed and submitted for review within 4 weeks after the project's end date, as indicated in the project plan. Release of funding will occur according to para. 1.4.2 Funding cycles.
7.3 Formal requirements to Node-specific end report

The Node specific end report must be collectively completed by all participating members of a Node at the end of the project and in addition to the final report. It should contain the list of all involved Node institute members, along with a short description of the nature of their involvement and tasks carried out in the course of the CoS project. It also captures the gender balance and diversity by the Node members in the project as well as any challenges faced during the life-time of the CoS project. Finally, it describes the impact that the CoS had on the Node and its members as well as the scientific community ELIXIR wide.

It must be submitted by a representative from the Node in the project to the ELIXIR Hub within 4 weeks after the end of the project, as indicated in the project plan.

7.4 Late or non-delivery of reports

If either or none of the two reports are received within the deadline the ELIXIR Director reserves the right to withhold funding until the reports are submitted.

If either report is not submitted within 4 weeks from the end date, as indicated in the project plan, the ELIXIR Director reserves the right to reallocate funds in the next funding cycle.

8. Internal quality assurance

In accordance with Art. 7 ELIXIR Collaboration Agreement and complementary to the quality assurance through the SAB, the ELIXIR Node - here the Recipient - is responsible to implement internal quality assurance mechanisms and systems in order to ensure that the Commissioned Services provided within ELIXIR meet the high-quality standards required.

To ensure successful implementation of a project and high quality results, the ELIXIR Hub will review the CoS outputs (deliverables and milestones) through:

1. internal review of deliverables during the CoS implementation;
2. annual review by Heads of Nodes committee (HoNs) and the ELIXIR Director; and
3. mid-term review by the ELIXIR Scientific Advisory Board (SAB).

Further guidance on the internal quality assurance and internal reviews to ensure successful CoS implementation can be found in Part 3 Operational Support.

9. ELIXIR logo and acknowledgement

All documents and other materials resulting from a CoS project must follow ELIXIR branding guidelines. ELIXIR logos and icons can be found on the intranet under ELIXIR logos and other visuals.

In addition, ELIXIR funding and support must be acknowledged in the manner outlined in the following webpage on the ELIXIR website “How to acknowledge ELIXIR funding and support”.

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Further guidance on use of the ELIXIR logo and acknowledgement of ELIXIR funding can be found in Part 3 paragraph 4.2, ELIXIR logo and acknowledgement.

10. Amendments of the Conditions for Funding

The ELIXIR Hub may introduce amendments to the Conditions for Funding.

If the ELIXIR Hub decides to introduce amendments, it shall give 4 weeks’ notice to the Recipients. The amendments become effective and apply to all active CoS upon expiry of the 4-week notice period.

Should Recipients not accept the amendments, their participation in the CoS may be terminated in the following manner:

1. During the 4-week notice period, by giving notice in writing and without undue delay to the ELIXIR Hub (admin@elixir-europe.org and legal@elixir-europe.org). The termination shall be effective upon the expiry of the 4-week notice period; or
2. After the expiry of the 4-week notice period, in accordance with para. 6.2 Termination by a Recipient.

11. Data Protection

The Recipients and the ELIXIR Hub shall comply with data protection rules and regulations applicable to them, such as, without limitation, EU Regulation 2016/679 (GDPR) for the Recipients, or Internal Policy 68 on General Data Protection for the ELIXIR Hub as an intergovernmental organisation and the EMBL as Recipient of the Proposal of Funding, in its function of ELIXIR Node. The ELIXIR Hub operates under the data protection framework provided by EMBL - known as Internal Policy 68 - which is adapted to the needs of international scientific research and reflects the principles of European data protection law.

Where necessary, the ELIXIR Hub and a Recipient may conclude a separate data processing or data sharing agreement.

The ELIXIR Hub processes personal data, comprising the name, surname and email address of those individuals involved in the technical and administrative execution of the Proposal of Funding.