



Europa Media Trainings

Grant Agreement and Consortium Agreement

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EMG Group

Horizon Europe Project Management
European Funding Academy
22-23 March 2022

Legal Agreements

What's useful? What's needed?

Proposal stage and before the project starts

- Non-Disclosure Agreement (NDA)
- Letter of Intent
- Letter of Commitment
- Memorandum of Understanding (MoU)
- Grant Agreement
- Consortium Agreement

During project implementation

- Subcontracting Agreement
- Joint Ownership Agreement
- Licensing Agreement
- Option and Evaluation Agreement



Memorandum of Understanding

MoU

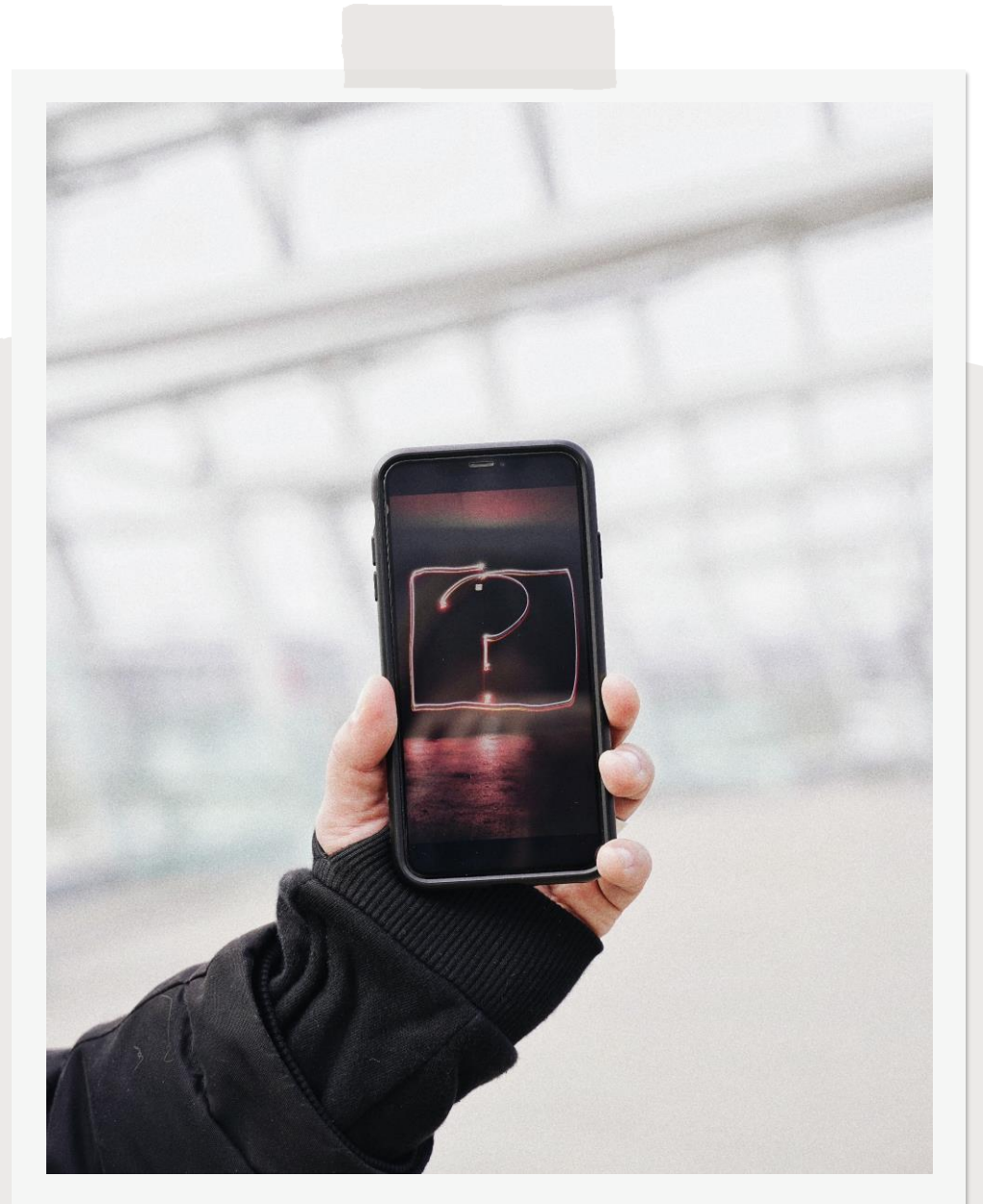
- Signed between all beneficiaries, led by the Coordinator
- Sign it before the submission deadline of your proposal
- Establishes core parts, to later include in your Consortium Agreement

What to include?

- IPR issues (access to background, foreground)
- Results
- Ownership/Joint ownership of results
- Exploitation of results
- Transfer and access rights



Is a Memorandum of Understanding a legally binding document?



Legal Agreements

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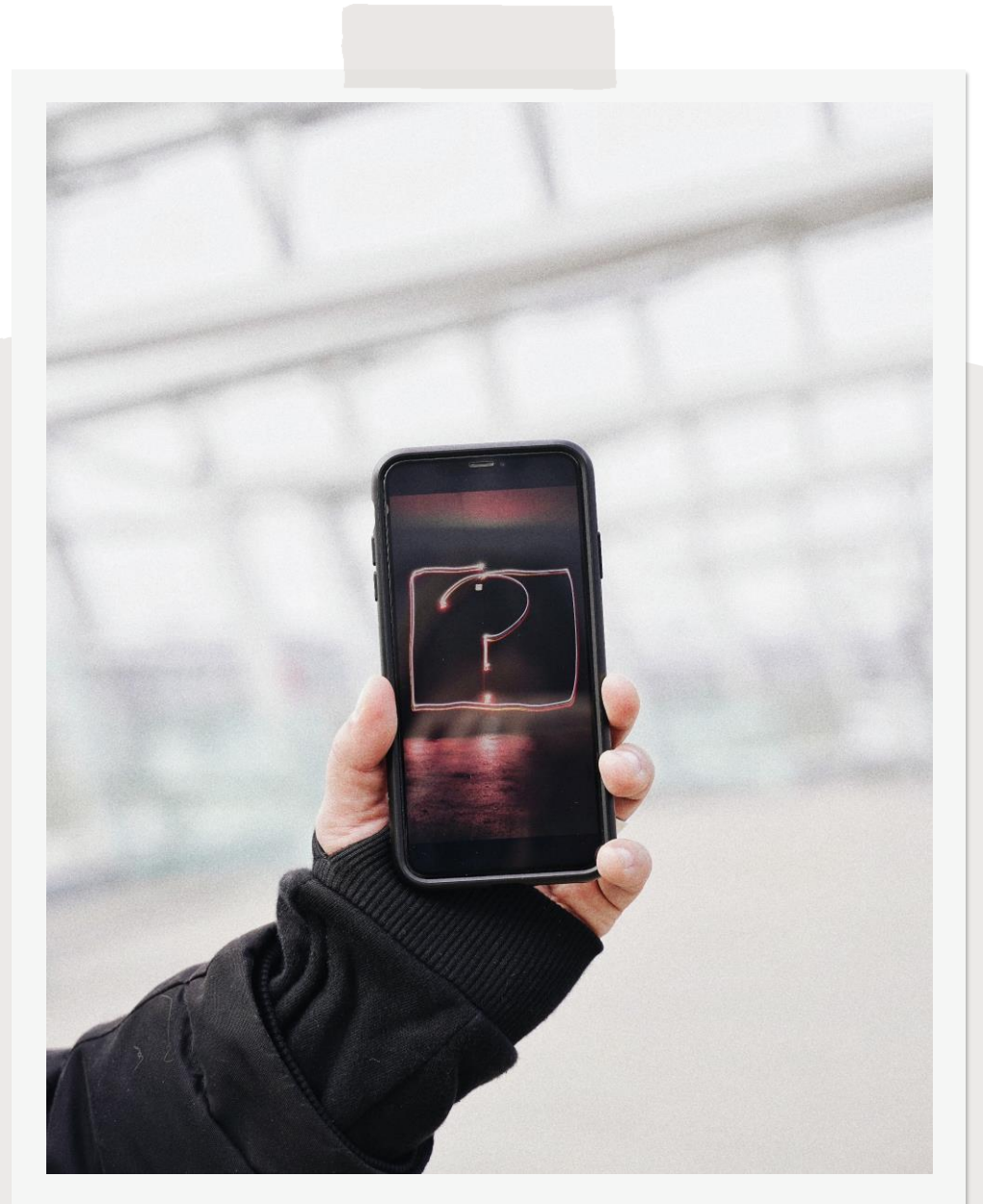
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During project implementation

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- Licensing Agreement
- Option and Evaluation Agreement



What are the two most important issues a subcontracting agreement should include?



Grant Agreement

What is a Grant Agreement?

= a legally binding framework for project implementation

- Signed between the beneficiaries and the European Commission or an Executive Agency of the EC
- Establishes the main rights & obligations of participants towards the European Commission
- **General Model Grant Agreement (update Dec 15, 2021)**
- **Annotated Model Grant Agreement (pre-draft, update Nov 30, 2021)**
- Clear structure, applicable to several EU funding programmes
- E-signatures



Grant Agreement in HE

What's new?



e-GRANT

The Horizon Europe grant agreement and its management are **fully electronic**. This is from the signature of the grant until its end, all actions and communications will flow via the Funding & Tenders Portal ('the Portal').



CORPORATE STRUCTURE

The Horizon Europe Grant Agreement is based on a **Commission-wide model** (so-called 'Corporate Model Grant Agreement')



ANNEX 5

Some important Horizon Europe specific rights and obligations are part of this annex 5, like:

- Security
- Ethics
- Values (i.e. gender mainstreaming)
- IPR
- Communication, Dissemination, Open Science and Visibility
- Specific rules for carrying out the action

Grant Agreement in HE

Contents

Core Part

Data Sheet

a summary of the specific data of the grant agreement

Articles

grouped in six chapters

1. General Data
2. Participant
3. Grant
4. Reporting, payment and recoveries
5. Consequences of non-compliance, applicable law and dispute settlement forum
6. Specific rules Annex 5 & Standard time-limits after project end

Chapter 1 General (Articles 1-2)

Chapter 2 Action (Articles 3-4)

Chapter 3 Grant (Articles 5-6)

Chapter 4 Grant Implementation (Articles 7-26)

Chapter 5 Consequences of non-compliance (Articles 27-35)

Chapter 6 Final provisions (Articles 36-44)

Grant Agreement in HE

Annex 2 Cost Categories



A. PERSONNEL COSTS

- A.1** Employees
- A.2** Natural persons under direct contract
- A.3** Seconded persons
- A.4** SME owners and natural person beneficiaries



B. SUBCONTRACTING COSTS



C. PURCHASE COSTS

- C.1** Travel and subsistence
- C.2** Equipment
- C.3** Other goods, works and services



D. OTHER COST CATEGORIES

- D.1** Financial support to third parties
- D.2** Internally invoiced goods and services
- D.3** Transnational access to research infrastructure unit costs
- D.4** Virtual access to research infrastructure unit costs
- D.5** PCP/PPI procurement cost
- D.6** Euratom Co-fund staff mobility costs
- D.7** ERC additional funding
- D.8** ERC additional funding (subcontracting, FSTP and internally invoiced goods and services)



E. INDIRECT COSTS

Grant Agreement in HE

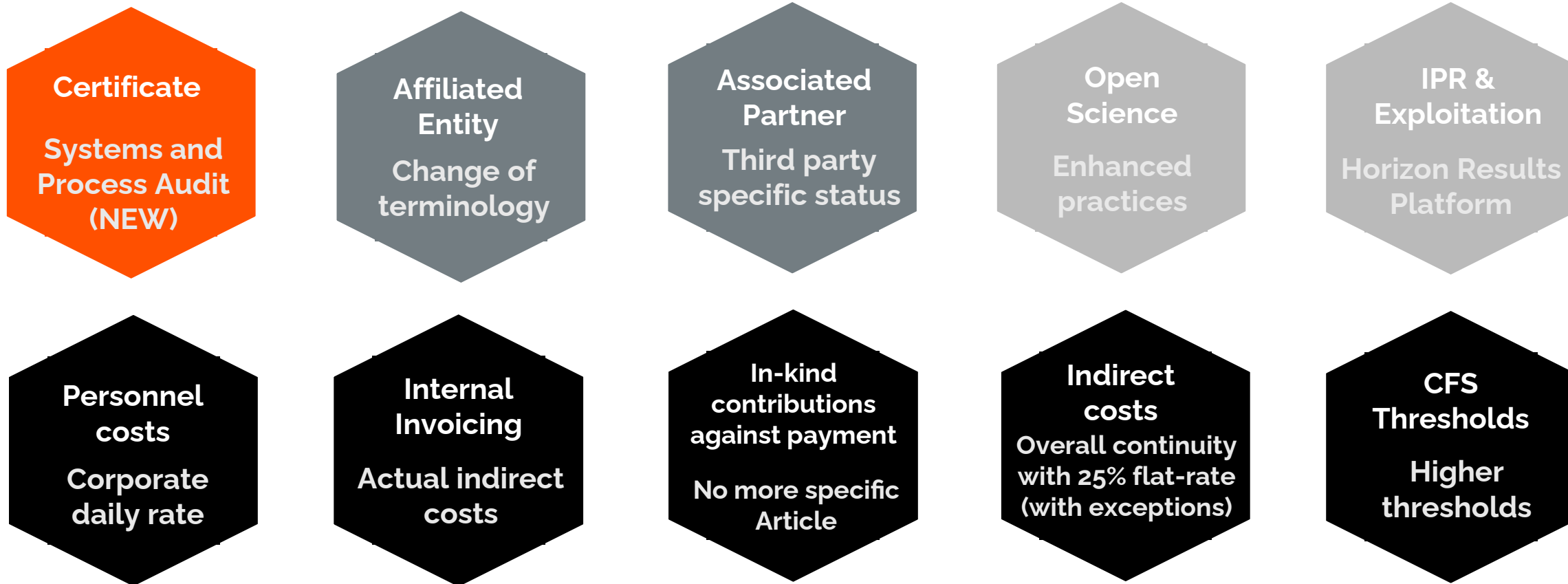
Annex 5 Special Rules

Annex 5 Special Rules

- **Security** (Article 13)
- **Ethics** (i.e. research integrity) (Article 14)
- **Values** (i.e. gender mainstreaming) (Article 14)
- **IPR** (Article 16)
- **Communication, Dissemination, Open Science and Visibility** (Article 17)
- **Specific rules for carrying out the action** (Article 18)
 - recruitment and working conditions
 - specific rules for access to research infrastructure actions
 - specific rules for PCP and PPI procurements
 - specific rules for co-funded partnerships
 - specific rules for ERC actions
 - specific rules for EIT-KIC actions
 - specific rules for MSCA actions
 - specific rules for EIC actions

Grant Agreement in HE

Main changes at a glance

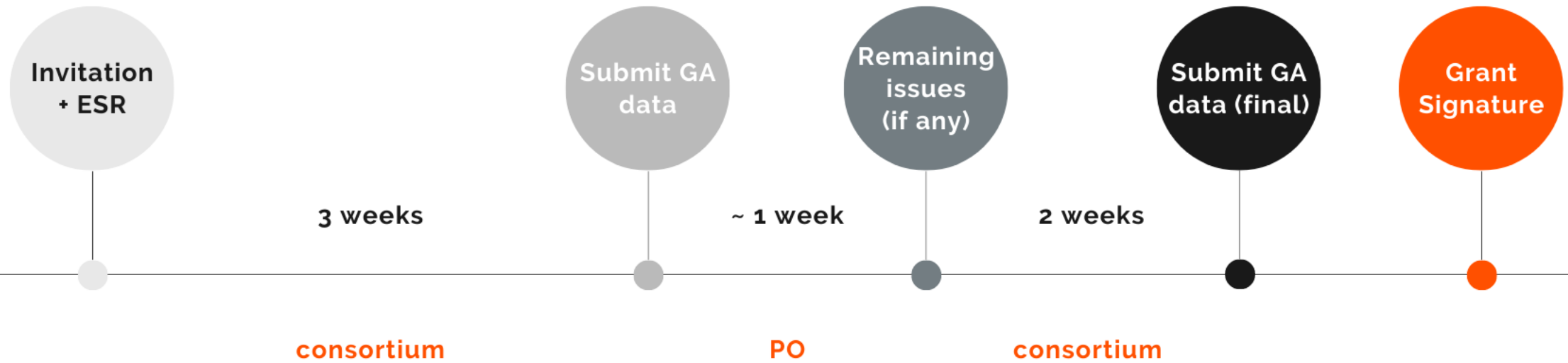


Corporate MGA
Terminology | Data Sheet | Annex 5

Grant Agreement Preparation

GAP TIMING

3 months max.



Grant Agreement Invitation letter



EUROPEAN COMMISSION
RESEARCH EXECUTIVE AGENCY

B.05 – Spreading Excellence, Widening Participation, Science with and for Society
Head of Unit

GEONARDO ENVIRONMENTAL
TECHNOLOGIESLTD
ZAHONY U 7
1031 BUDAPEST
HUNGARY

Subject: Horizon 2020 Framework Programme
Call: H2020-SwafS-2020-2-two-stage
Project:
GAP invitation letter

Dear Madam/Sir,

I am writing in connection with your proposal for the above-mentioned call.

Having completed the evaluation, we are pleased to inform you that your proposal has passed this phase and that we would now like to start **grant preparation**.

Please find enclosed the evaluation summary report (ESR) for your proposal (for both stages of the evaluation). It is based on the comments and opinion of independent outside experts that helped us with the evaluation.

Please be aware that there may be differences between the ESRs, since stage 1 evaluations are done on the outline of your proposal, while stage 2 evaluations cover the full proposal.

Invitation to grant preparation

Grant preparation will be based on the following:

1. **Project:**
2. **Topic:** SwafS-24-2020 — Science education outside the classroom
3. **Type of action:** Research and Innovation action
4. **Project officer:**
Spreading Excellence, Widening Participation, Science with and for Society

⚠ Please always use the Funding & Tenders Portal messaging function (via your [Portal account](#)). Do NOT contact us via other means (email, letter, etc.) — unless explicitly asked to do so.

5. **Maximum grant amount:**
Requested EU contribution (according to proposal):

Maximum grant amount (proposed amount, after evaluation):

6. **Project duration:** 30 months
7. **Grant preparation:**

Preparation of grant data & annexes: 4 weeks after receiving this letter

⚠ The annexes (description of the action, estimated budget, etc.) must be based on the proposal you submitted and the clarifications provided (if any). You may normally NOT make changes to the project/project budget/consortium composition (except if required by us). Please immediately inform the project officer if you need to make a change (e.g. *bankruptcy, etc.*).

⚠ Please be aware that your proposal may still need to undergo an ethics review or security scrutiny (and the results will then have to be implemented by you).

Once we have checked the information you have encoded, you will have 2 weeks to submit your final version — to bring it in line with our comments.

Declaration of honour (DoH): 4 weeks after receiving this letter

⚠ Please note that each applicant should also submit a signed and scanned DoH for each one of their linked third parties.

Signature: within 3 months after receiving this letter (planned date)

⚠ Please note that repeated failure to respect deadlines during grant preparation may lead to the rejection of your proposal (or a consortium member). Lack of cooperation will be taken to mean that you are no longer interested.

8. **Funding & Tenders Portal**

Grant preparation (including signature) will be done exclusively through the Funding & Tenders Portal electronic exchange system (login via your [Portal account](#)). Do NOT contact us via other means (email, letter, etc.) — unless explicitly asked to do so.

Please be aware that linked third parties (if allowed) must be registered and validated as legal entities in the Portal [Participant Register](#). ⚠ Register them immediately, if not already done.

Please note that some of your legal and financial data in the Participant Register is read-only and can be updated only by a LEAR (via the Portal My Organisation(s) page). You will therefore be contacted soon to appoint a [LEAR](#) (unless you already have one).

9. **Other**

⚠ The results of the ethics review are already available on the Portal (My Projects). Please be aware that the results may require action *before* signature of the agreement.

📘 For more information on grant preparation, see the [Online Manual](#). You can refer to this document also for programmes other than H2020 since the procedures are very similar.

⚠ Please note that this letter does NOT constitute a **formal commitment for funding**. The final decision on your project will only be taken at a later stage, since it depends on the finalisation of grant preparation and further checks which we still need to make (*for instance, financial capacity, non-exclusion, etc.*).

Grant Agreement Guidance on Actions



EUROPEAN COMMISSION
RESEARCH EXECUTIVE AGENCY

Unit Spreading Excellence, Widening Participation, Science with and for Society

EM TRAININGS

H2020-SwafS-2020-2 Grant Agreement Preparation (GAP) Guidance on Actions Proposal

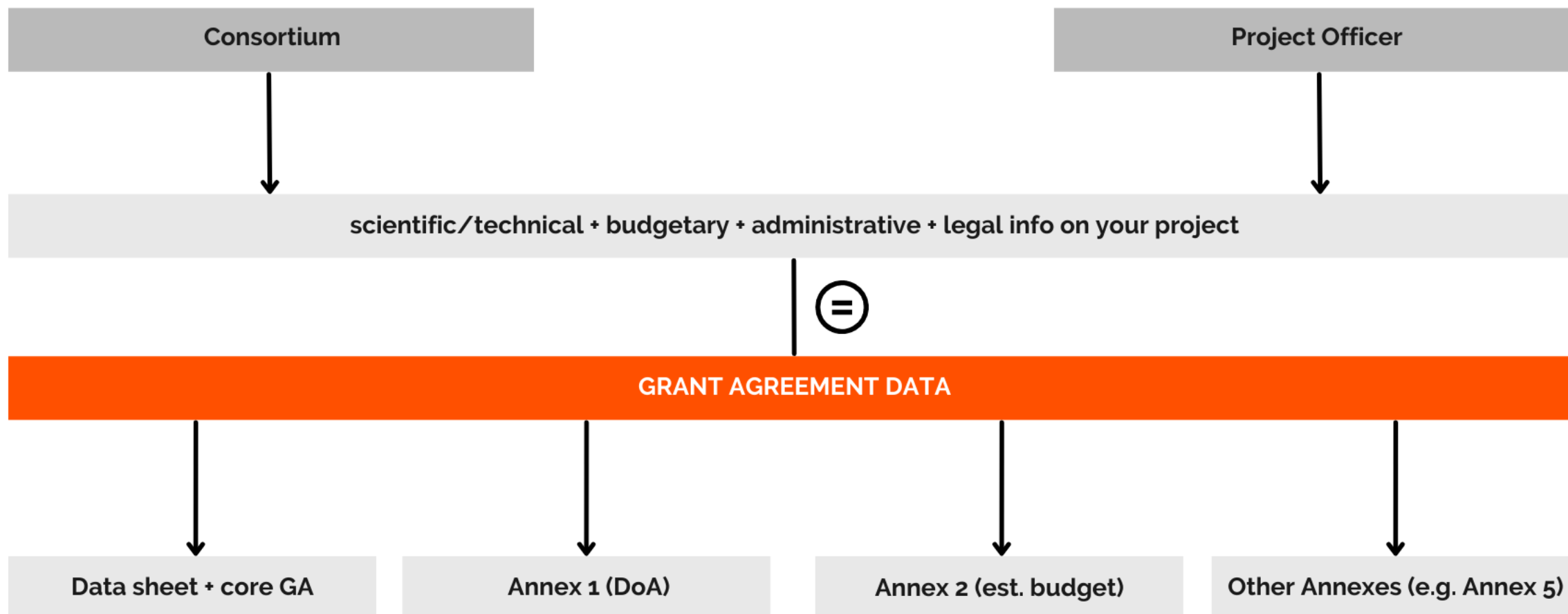
ACTIONS TO BE TAKEN BY YOU AS A COORDINATOR:

Please see the attachment “*Guidance on Actions*” for details concerning each action and provide your answers by commenting directly in that document, and send it back to me by

	ACTION	DEADLINE*	COMMENTS
ADMINISTRATIVE ACTIONS			
1	Validation of legal status		The beneficiary must be validated
DESCRIPTION OF ACTION (Part A & Part B)			
10	Conversion of proposal into DoA in the system		Please see “ <i>Guidance on Actions</i> ”
11	Revisions to description of technical work		Please see “ <i>Guidance on Actions</i> ” and Evaluation Summary Report (ESR) for revisions

Grant Agreement Preparation

Structure of the Grant Agreement recap



Grant Agreement Preparation

Description of Action contents recap

Description of the Action (Part A)

- Cover page
- Table of contents
- Project summary (automated – based on proposal abstract)
- List of participants (automated – based on proposal info)
- List of work packages (based on proposal table 3.1b)
- Staff effort (based on proposal table 3.1f)
- List of deliverables (based on proposal table 3.1c)
- List of milestones (based on proposal table 3.1d)
- List of critical risks (based on proposal table 3.1e)

Description of the Action (Part B)

- Use proposal Part B (version submitted for evaluation)
- Remove the cover page and delete the header
- Remove list of participants => Part A
- Remove all tables mentioned for Part A and keep tables 3.1g, 3.1h, 3.1i, 3.1j (+ all other relevant tables)
- Create a section 4 “ethics self-assessment” and copy what you included in Part A of proposal
- Add a table with the history of changes compared to the original (all changes need TBD with your PO)
- Add a table of contents with page numbers / adapt the existing table of contents

My Organization

Gender Equality Plan (GEP)

My Organization

Gender Equality Plan (GEP)

- **Does your organization have a GEP?** => Yes
- Read and answer all subsequent questions and criteria
- If you don't fulfill one of the required criteria = you do not have a GEP => initial question will be set to No
- Failure to provide the GEP when requested => exclusion from the list of successful applicants / grant termination (in case of signed grant)

Gender equality plan (GEP)

Do you have a gender equality plan? *

Yes No

Please provide answers to all the questions below. This is an obligation for all types of organisations.

For the Gender Equality plan to be considered compliant you must be able to answer "yes" to all the questions below.

Please note that for public bodies, research organisations, and higher and secondary education institutions the existence of a Gender Equality Plan is an eligibility criterion, meaning that without it an organisation of this type will not be allowed to submit a grant proposal.

This is a self-assessment and you are not required at this stage to upload the Gender Equality Plan document. The declaration will be considered an official statement and by selecting "yes" you are formally confirming that your organisation has a gender equality plan and that this document is signed by senior management and available on the organisation's website.

Filling the questionnaire is based on self-assessment. You will not be required at this moment to upload the document, however your answers to the questions below will be considered as official statement; failure to provide the Gender Equality Plan if/when requested, may lead to exclusion from the list of successful applicants, or - in case of signed grant - may lead to grant termination and/or recoveries of amounts paid.

It must cover at least the following building blocks

Failure to provide the Gender Equality Plan if/when requested, may lead to exclusion from the list of successful applicants, or - in case of signed grant - may lead to grant termination and/or recoveries of amounts paid.

Public GEP: the GEP is a formal document published on the Institution's website and signed by the top management *

Yes No :-)

Dedicated resources: commitment of resources and gender expertise to implement it *

Yes No

Data collection and monitoring: sex/gender disaggregated data on personnel and students \nand annual reporting based on indicators *

Yes No :-)

Training: Awareness raising/trainings on gender equality and unconscious gender biases for staff and decision-makers *

Yes No

Minimum areas to be covered and addressed via concrete measures and targets:

Work-life balance and organisational culture *

Yes No

Gender balance in leadership and decision-making *

Yes No

Gender equality in recruitment and career progression *

Yes No

Integration of the gender dimension into research and/or teaching content *

Yes No

Measures against gender-based violence including sexual harassment *

Yes No

Cancel OK

My Organization

International Organization status (IERO)

1

2

3 [Edit Legal Information](#)

Legal Information

Legal entity status a natural person a legal person

Legal form * ANONYMOS ETAIREIA

VAT number * 07888^

Legal register Legal register

Registration number : 340

Registration date 03/06/2020

Legal entity type private entity public body

Legal entity qualification non-profit for profit

Is it a civil society organisation Yes No

International organisation Yes No

International Organisation of European Interest for H2020 (IOEI H2020) Yes No

International Organisation of European Interest for Digital Europe (IOEI Digital Europe) Yes No

International European Research Organisation for Horizon Europe (IERO Horizon Europe) Yes No

INTERNATIONAL EUROPEAN RESEARCH ORGANISATION FOR H...

Secondary/Higher Education Research Organisation (HERO) Yes No

An 'International European research organisation for Horizon Europe' is an international organisation, with a majority of members that are EU Member States or associated countries to Horizon Europe, whose main objective is promoting scientific and technological cooperation in Europe.

4

GAP system in HE

An overview

SyGMA - System for Grant Management - Google Chrome
 https://ec.europa.eu/research/participants/grants-app/gap/h2020/

Grant Management | Grant Agreement Data

Horizon-...
 Call: HORIZON-CL4-2021-RESILIENCE-01
 Topic: HORIZON-CL4-2021-RESILIENCE-01-11

Project Summary	Beneficiaries	General Information	Reporting Periods	GA Information	GA Options	Financial Information	LF Overview	Associated Partners	Researchers	Work Packages	Deliverables	Milestones	Reviews	Critical Risks	Ethics Info	Security

DOCUMENTS | SAVE

Beneficiary	Title	First Name	Surname	Gender	Nationality	Email	Career Stage	Role	Personal Identifiers	Actions
<p style="text-align: right;">Add Researcher</p>										

Validate

GAP system in HE

Adapted terminology – affiliated entities

Grant Management Grant Agreement Data n003qv4w (EXTERNAL) ?

Partner Summary Financial Information Project Represent... Bank Account **Affiliated Entities**

Affiliated Entities SAVE

[+ Add new Affiliated Entity](#)

Short Name	Legal Name	Country	PIC	PIC Status	Joint Several Liability	Actions
✓		DE		VALIDATED	<input type="checkbox"/>	

Grant Management Grant Agreement Data

Partner Summary **Financial Information**

Financial Data SAVE

Amount	Guarantee Required	Guarantee Amount

Partner is exempted from CFS Yes No

Individual costs table:

Category	Form of Funding	Total Amount
▼ Estimated eligible costs (per budget category)		
▼ Direct costs		
▼ A. Personnel costs		
(a1) A.1 Employees (or equivalent), A.2 Natural persons under direct contract, A.3 Seconded persons	actual	0.00 €
(a4) A.5 Volunteers	unit	0.00 €
▼ B. Subcontracting costs		
(b) Subcontracting	actual	0.00 €
▼ C. Purchase costs		
▼ C.1 Travel and subsistence		
(c1a) Travel	unit or actual	0.00 €
(c1b) Accommodation	unit or actual	0.00 €
(c1c) Subsistence	unit or actual	0.00 €
(c2) C.2 Equipment	actual	0.00 €
(c3) C.3 Other goods, works and services	actual	0.00 €
▼ D. Other cost categories		

Validate

GAP system in HE

Adapted terminology – associated partners

SyGMa - System for Grant Management - Google Chrome
 https://ec.europa.eu/research/participants/grants-app/gap/h2020/

Grant Management | Grant Agreement Data

Call: HORIZON-CL4-2021-RESILIENCE-01
 Topic: HORIZON-CL4-2021-RESILIENCE-01-11

Project Summary | Beneficiaries | General Information | Reporting Periods | GA Information | GA Options | Financial Information | LF Overview | **Associated Partners** | Researchers | Work Packages | Deliverables | Milestones | Reviews | Critical Risks | Ethics Info | Security

DOCUMENTS

Associated Partners SAVE

[+ Add new Associated Partner](#)

Number	Short Name	Legal Name	Country	PIC	Actions								
<div style="border: 1px solid gray; padding: 5px; margin-bottom: 10px;"> <p><input checked="" type="radio"/> Search on PIC <input type="text"/></p> <p><input type="radio"/> Full text search <input type="text"/></p> <p style="text-align: right;"><input type="button" value="Search"/></p> <p>Search results</p> <table border="1"> <thead> <tr> <th>PIC</th> <th>Legal name</th> <th>Country</th> <th>PIC Status</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> </div>						PIC	Legal name	Country	PIC Status				
PIC	Legal name	Country	PIC Status										

GAP system in HE

Researchers

SyGMA - System for Grant Management - Google Chrome
 https://ec.europa.eu/research/participants/grants-app/gap/h2020/

Grant Management | Grant Agreement Data

Horizon-...
 Call: HORIZON-CL4-2021-RESILIENCE-01
 Topic: HORIZON-CL4-2021-RESILIENCE-01-11

Project Summary	Beneficiaries	General Information	Reporting Periods	GA Information	GA Options	Financial Information	LF Overview	Associated Partners	Researchers	Work Packages	Deliverables	Milestones	Reviews	Critical Risks	Ethics Info	Security

DOCUMENTS

SAVE

Beneficiary	Title	First Name	Surname	Gender	Nationality	Email	Career Stage	Role	Personal Identifiers	Actions
<p style="text-align: right;">Add Researcher</p>										

Validate

GAP system in HE

Researchers

SyGMA - System for Grant Management - Google Chrome
 https://ec.europa.eu/research/participants/grants-app/gap/h2020/

Grant Management | Grant Agreement Data

Call: HORIZON-CL4-2021-RESILIENCE-01
 Topic: HORIZON-CL4-2021-RESILIENCE-01-11

Project Summary | Beneficiaries | General Information | Reporting Periods

GA | GA Options | Financial | LF Overview | Associated | Researchers | Work | Deliverables | Milestones | Reviews | Critical Risks | Ethics Info | Security

DOCUMENTS

SAVE

Stage | Role | Personal Identifiers | Actions

Add Researcher data

Partner* :

Email* : [Import Profile](#)

Role* :

Person Profile Data

Title:

First name* :

Surname* :

Gender* :

Nationality* :

Career stage* :

Personal Identifiers

[Add Identifier](#)

Type	id	Actions

[Check for updates](#)

* mandatory fields

[Add](#) [Cancel](#)

Validate

GAP system in HE

Security

SyGMa - System for Grant Management - Google Chrome
 https://ec.europa.eu/research/participants/grants-app/gap/h2020/

Grant Management | Grant Agreement Data | nceylao (EXTERNAL) ?

Project Summary | Beneficiaries | General Information | Reporting Periods | GA Information | GA Options | Financial Information | LF Overview | Associated Partners | Researchers | Work Packages | Deliverables | Milestones | Reviews | Critical Risks | Ethics Info | Security

Call: HORIZON-CL4-2021-RESILIENCE-01
 Topic: HORIZON-CL4-2021-RESILIENCE-01-11

DOCUMENTS

Security

Security Issues:

Security Classification:

- NSC No security concern
- REC Security recommendations
- R-UE/EU-R RESTREINT UE/EU RESTRICTED
- C-UE/EU-C CONFIDENTIEL UE/EU CONFIDENTIAL
- S-UE/EU-S SECRET UE/EU SECRET
- NOF Proposal too security-sensitive to be funded

Security Classification Reason: The Security Appraisal is not foreseen. The proposal was automatically cleared by the system.

Security Recommendations:

Number	Recommendations	Before Signature	Compliance Month	Status

Validate

Consortium Agreement

Basic issues

Why do I need a CA?

When should it be made?

Who should sign it?

Who should prepare it?

Do you need a lawyer?



Consortium Agreement

What to include?

- **Definitions**
- **Provisions on the governance of the Consortium** governing bodies, meeting procedures, voting rules
- **Technical provisions** tasks of each party, project schedule
- **Managerial provisions** coordination & management, decision-making structure and processes, quality assurance
- **Financial provisions** distribution of financial contribution, financial plan, budget modifications
- **Provisions on IPR and related issues** dissemination, use & accessibility of results, confidentiality provisions, arrangements on settlement of disputes, liability



Issues in the GA

How to include into CA?

Grant Agreement	Consortium Agreement (DESCA)	Issues
Budgetary issues Art 5	Section 7 – Financial issues	e.g. reallocation, overspending
Implement the action - Non-compliance Art 11	Section 4 – Responsibilities of Parties	e.g. non-performing partner
Submission of deliverables Art 21	Section 6 – Governance structure	e.g. internal reporting, quality assurance
Reporting Art 21	Section 6 – Governance structure	e.g. reporting procedure
Identify payment schedule Art 22	Section 7 – Financial issues	e.g. advance payment
IPR issues Art 16	Section 8 – Results Section 9 – Access Rights	e.g. background, foreground, ownership, what is „needed“ for implementation or exploitation

Action implementation

Non-compliance Art 11 (old 7)

SECTION 2 RULES FOR CARRYING OUT THE ACTION

ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION

11.1 Obligation to properly implement the action

The beneficiaries must implement the action as described in Annex 1 and in compliance with the provisions of the Agreement, the call conditions and all legal obligations under applicable EU, international and national law.

11.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

Consortium Agreement

How to make sure that one non-performing partner does not fail the project and makes all other partners work a lot more and/or pay back the EU funding?



Deliverables

Submission of deliverables Art 21

Consortium Agreement

Set internal deadline for deliverables!

Define a decent quality assurance plan, like:

- any deliverable shall be approved by other WP leaders before submission; or
- any deliverable shall be approved by nominated external experts?

Define what happens if a deliverable is not accepted?

What happens if a deliverable is delayed/late?

How to identify defaulting party in case more than one is involved into the implementation of a particular deliverable.

ARTICLE 21 — REPORTING

21.1 Continuous reporting

The beneficiaries must continuously report on the progress of the action (e.g. **deliverables, milestones, outputs/outcomes, critical risks, indicators**, etc; if any), in the Portal Continuous Reporting tool and in accordance with the timing and conditions it sets out (as agreed with the granting authority).

Standardised deliverables (e.g. progress reports not linked to payments, reports on cumulative expenditure, special reports, etc; if any) must be submitted using the templates published on the Portal.

Deliverables which contain classified information (see Article 13; if any) must be submitted according to special procedures agreed with the granting authority.

Short guide to DESCA

What's new in the HE DESCA?

- **Section 1** Definitions
- **Section 2** Purpose
- **Section 3** Entry into force, duration and termination
- **Section 4** Responsibilities of Parties
- **Section 5** Liability towards each other
- **Section 6** Governance structure
- **Section 7** Financial provisions
- **Section 8** Results
- **Section 9** Access Rights
- **Section 10** Non-disclosure of information
- **Section 11** Miscellaneous
- **Section 12** Signatures
- **Attachment 1** Background included
- **Attachment 2** Accession document
- **Attachment 3** List of Third Parties for simplified transfer according to Section 8.3.2
- **(Option) Attachment 4** Identified Affiliated Entities according to Section 9.5
- **(Option) Attachment 5** NDA for External Expert Advisory Board agreed under Section 6
- **Module GOV SP/LP**
- **Module IPR SC** Specific Software provisions

Updated terminology in HE DESCA

- Terminology aligned with new terminology of HE
- “Affiliated Entities” = the former “Linked Third Parties” (see MGA Article 2 Definitions)
- “Entities under the same control” defined in MGA Annex 5 (p. 101)
- “Participants” defined in MGA Article 2 Definitions
- “Other Participants” defined in MGA Article 9

Responsibilities of Parties

Section 4

4.2 Breach

This section defines the situation and the procedures when the relevant Consortium Body declares a Party to be a Defaulting Party.

4.4 Specific responsibilities regarding data protection

- New section added
- Represents a minimum statement regarding GDPR
- When necessary, a separate agreement concerning data processing, data sharing and/or joint controlling should be made

A large, bold, black number '4' is centered on a white brick wall. The wall has a grid pattern of rectangular bricks with visible mortar lines. The number is positioned in the lower right quadrant of the image.

Liability towards each other

Section 5

5.2 Limitations of contractual liability

This section explains the basic limitations of contractual liability including the indirect damages and direct damages.

The Parties may choose what amount to set as the limitation of liability. It is usually either once or twice their project share.

(!) Updates

- Wording and structure adjusted
- Options for different interests are provided as before; to be modified by each Consortium for each project

5.5 Export control (NEW option)

An option for a new Section 5.5 has been added for consideration to be used for projects in which import or export control is relevant.



Governance structure

Section 6

6.2 Members

- The General Assembly shall consist of one representative of each Party (hereinafter referred to as “Member”).
- The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise by the General Assembly (...)

(!) Updates

Use of the terms “Member” vs. “Party”

- Approach: simplify wording, ensure consistency
- Member: the person representing a Party in the General Assembly/Executive Board
- Party: the legal entity participating in the project
- As regards exercise of rights, focus on level of “Party”, not “Member”



Governance structure

Section 6

6.5 External Expert Advisory Board (Option)

New option, following Consultation Group suggestions:
Explicit mandate for Coordinator to sign non-disclosure-agreement with the members of the External.

Expert Advisory Board on behalf of the consortium, NDA to be inserted as Annex.

💡 DESCAs provide you with a model governance structure for Medium and Large Projects, and for Small Projects.



Financial provisions

Section 7

7.1 General principles

7.1.4 Excess payments (NEW)

- For cases of overpayment in which the Mutual Insurance Mechanism does not intervene because the money is not due to the Granting Authority
- From the Commission's point of view, the distribution of funding among partners is an internal matter to be solved within the Consortium
- Explicit contractual obligation to pay back money to the coordinator in case of overpayment
- Procedure to deal with cases of overpayment in which the Party is reluctant to pay back – The General Assembly decides on “Defaulting Party” status

7.1.6 Financial consequences of the termination of the participation of a Party

A Defaulting Party should bear costs occurring to the other Parties who perform the leaving Party's tasks. The General Assembly should decide on a procedure regarding any additional costs not covered by the Defaulting Party or the Mutual Insurance Mechanism.

Financial provisions

Section 7

7.2 Budgeting

7.2.2 Payments (NEW element)

The Coordinator is entitled to recover any payments paid to a Defaulting party except the costs already claimed by the Defaulting Party and accepted by the Granting Authority.

💡 To consider for Lump Sum grants

- The Commission will introduce further lump sum calls in 2022 and considers much wider use of lump sums for the Horizon Europe work programme 2023-2024
- The DESCA Core Group will build on the experience made with the first lump sum grants and plans to introduce lump sum options once there is sufficient experience with the implementation of lump sums



Results

Section 8

8.2 Joint ownership

(!) Updates

- Addition of **teaching activities** for the use of jointly owned Results
- Elucidations address non-commercial research and aspects to be taken into account if the consortium wishes to define it

8.3 Transfer of results

8.3.1 Transfer of own Results

- Now including jointly owned Results for clarification

8.4 Dissemination (own results and other Party's unpublished results)

8.4.1 Dissemination of own (including jointly owned) results

- Addition of a new objection ground about Confidential Information in 8.4.2.2
- Elucidations address the possibility of making a distinction between different forms of dissemination with different timeframes

Results

Section 9

9.4 Access Rights for Exploitation

9.4.1 Access Rights for Exploitation

- Teaching purpose added in Access Rights to Results for internal research in 9.4.1
- Clarification on Access Rights to Background in the elucidations (9.4.2), to the effect that exploitation can be any activity outside of Implementation of the Action, including research on behalf of a third party, linked to the EC Model Grant Agreement

9.5 Access Rights for Entities under the same control and related Attachment 4

- Terminology clarification in the elucidations regarding entities under the same control

Module IPR SC on Software

- Insertion of an option for cases in which software is introduced under controlled license terms

Access rights

Section 9

**ACCESS RIGHTS TO
BACKGROUND**

**ACCESS RIGHTS TO RESULTS OF THE
PROJECT**

**FOR CARRYING
OUT THE
PROJECT**

**IF A PARTICIPANT NEEDS THEM FOR CARRYING OUT ITS OWN
TASKS IN THE PROJECT**

ROYALTY-FREE
UNLESS OTHERWISE AGREED

ROYALTY-FREE

IN ATTACHMENT 1
(BACKGROUND INCLUDED)

**FOR
EXPLOITATION**

IF A PARTICIPANT NEEDS THEM FOR EXPLOITING ITS OWN RESULTS

**FAIR AND REASONABLE
CONDITIONS**

OPTION 1: FAIR AND REASONABLE
CONDITIONS; INTERNAL RESEARCH
ROYALTY-FREE

OPTION 2: ROYALTY-FREE

Access rights

Time conditions

'Fair and reasonable conditions' means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the results or background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.

**FOR CARRYING
OUT THE
PROJECT**

**ANY TIME
DURING PROJECT
IMPLEMENTATION**

**FOR
EXPLOITATION**

**Unless agreed otherwise,
up to one year after the period
set out in Art. 3 GA)**



Access rights

Access to Background

To list:

- Background you bring into the project
- Owner(s) of the background
- Access rights for implementation
- Access rights for exploitation

💡 This list is always a **positive list**. Do not list background you will not give access to.

Background	Owner of the Background	Access Rights - Specific limitations and/or conditions for implementation (Article 25.2)	Access Rights - Specific limitations and/or conditions for exploitation (Article 25.3)
DE Patent No. 123456, title [...] filed on 7/1/2010	Beneficiary-1	Free of charge to all beneficiaries	
European Patent No. 123456, title [...] filed on 25/3/2012	Third party X, exclusive licensee: Beneficiary-2	Shall only be used by Beneficiary-2 as being the exclusive licensee. Shall not be used by other beneficiaries.	
Database [...]	Beneficiary-1	Shall only be used by Beneficiary-1. No access rights for other beneficiaries.	Shall be used by Beneficiary-2 only within Spain, by Beneficiary-3 only within France.
Clinical results for application of [...], licensed from Third party Y	Third party Y, licensee: Beneficiary-3	Disclosed under NDA ²⁴ , any disclosure or use needs confidentiality provisions approved by the Third party Y and Beneficiary-3	Excluded
Source code for [...]	Beneficiary-4	Excluded	Excluded



QUESTIONS?

Thank
you

for your attention

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