



TRAINING WORKSHOPS ON HORIZON 2020 – 27 NOV 2014

The Grant Agreement
Roger Wallace – Research Contracts & IP Services



The Grant Agreement

- The Grant Agreement (GA) is signed directly by the European Commission (the EC) and the coordinator. The other beneficiaries sign the GA by signing the Accession Form.
- By signing the GA the grant is accepted and the beneficiaries are bound by the entirety of the terms and conditions.
- The GA sets out the beneficiaries' obligations to the EC and the EC's obligations to the beneficiaries.

Model Grant Agreement

- General Multi-beneficiary Model Grant Agreement

http://ec.europa.eu/research/participants/data/ref/h2020/mga/gga/h2020-mga-gga-multi_en.pdf

- Annotated Model Grant Agreement

http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/amga/h2020-amga_en.pdf

Content of the Grant Agreement

- Terms and Conditions
- Annex 1 Description of the action
- Annex 2 Estimated budget for the action
- Annex 3 Accession Forms
- Annex 4 Model for the financial statements
- Annex 5 Model for the certificate on the financial statements
- Annex 6 Model for the certificate on the methodology

Terms and Conditions

Chapter 1- General

- Article 1 – Subject of the Agreement

Chapter 2 - Action

- Article 2 – Action to be implemented
- Article 3 - Duration and starting date of Action
- Article 4 – Estimated budget and budget transfers. Refers to Annex 2. Allows for transfers between beneficiaries and budget categories but does not allow the addition of subcontract costs without amendment.

Chapter 3 - Grant

- Article 5 – Grant amount, form of grant, reimbursement rates
- Article 6 – Eligible and Ineligible costs

Chapter 4 – Rights and obligation

Section 1 – Rights and obligations relating to implementing the action

- Article 7 – General obligation to properly implement the action. Note that this obligation is a joint one and if the action is not implemented properly the total grant amount can be reduced.
- Article 10 – Purchase of goods and services – beneficiaries must ensure the best value for money or, if appropriate, lowest price. Otherwise the cost may be ineligible and rejected.
- Article 13 – Subcontracting – Allowed for only a limited part of the Action. Tasks to be subcontracted must be set out in Annex 1 and total estimate costs of subcontracting must be set out in Annex 2.

Section 2 – Rights and obligations relating to the Grant administration

- Article 17 – General obligation to inform.
- Article 18 – Keeping records and supporting documents – original records must be kept for three years after the payment of the balance to prove proper implementation of the action and the eligible costs – **including hourly time records**
- Article 19 – Submission of deliverables – submitted by the coordinator
- Article 20 – Reporting and payment requests. Coordinator submits the technical and financial reports and requests for payments electronically. Reporting done in Euros at average daily rate of exchange over the reporting period **not the rate at which the funds were receipted.**

- Article 21 – Payment and payment arrangements – consists of:
 - Pre financing payment
 - One or more interim payment – reimbursement. Maximum of 90% of the grant
 - Final Payment

Payments are made by the EC to the coordinator which distributes it to the beneficiaries

- Article 22 – Checks, reviews, audits and investigations – Extension of findings



Section 3 – Rights and obligations related to background and results

- Article 23 – Management of intellectual property – obligation to manage intellectual property in accordance with the relevant Commission Recommendations.
- Article 24 – Agreement on Background – Background must be identified and agreed to between the parties.
- Article 25 – Access rights to Background
 - Must be requested in writing
 - Must be granted royalty free if other beneficiaries need access in order implement their own tasks unless otherwise agreed beforehand
 - Must be granted on “fair and reasonable conditions” if other beneficiaries need access in order exploit their own results.
- Article 26 – Ownership of results
 - Individually generated results are individually owned
 - Jointly generated results are jointly owned. Joint owners must enter a “joint ownership agreement
- Article 27 – Protection of results – Obligation to protect the results if they can be reasonably expected to be commercially or industrially exploited and if protection would be possible, reasonable, and justified.

- Article 28 – Exploitation of results – Obligation to exploit the results. (further research, developing a product or service etc)
- Article 29 – Dissemination of results – open access – visibility of EU Funding.
 - Subject to confidentiality, security and protection of personal data obligations.
 - Beneficiaries must give the other parties 45 days notice prior to dissemination of results in order to allow them to object if their legitimate interest would be harmed.
 - Open access to scientific publications, including validating data.
 - EU funding must be acknowledged.
- Article 30 Transfer and licensing of results
 - Existing obligations must be passed on to new owners (including access rights for other beneficiaries).
 - Licences can be granted as long as they don't impede access rights or change dissemination or security obligations.
 - EC may object to transferring or licencing for a period of 4 years.
- Article 31 – Access rights to results
 - Royalty free access rights for beneficiaries needing access to implement their results
 - Access rights on fair and reasonable conditions for beneficiaries needing access for exploiting their own results
 - Access rights for the EU institutions, bodies, offices or agencies and EU Member states (option) – limited to non-commercial and non-competitive use.