

Document	When	Who
MoU: Memorandum of Understanding NDA: Non Disclosure Agreement	Project Preparation Phase (Before submission)	Potential Partners of a consortium
CA : Consortium Agreement	Project Negotiation Phase (After successful communication from EC before GA)	Partners of a consortium
GA : Grant Agreement	Project Start	EC and

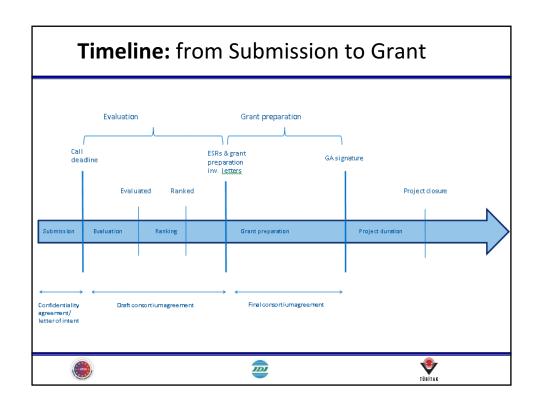
Legal Issues during Submission Phase

- Should you sign an MoU with other partners?
- Should you sign NDAs?
- Is the Consortium Agreement necessary in this stage?
- Consider solid Management Structures (DoA)
 - General Assembly
 - Steering Committee
 - PMO/Coordinator
 - External Advisory Boards
 - WP Groups / Leads









Invitation to a Grant

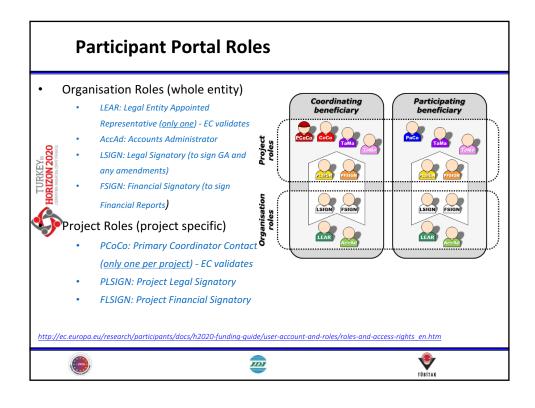
- EC validates participants (collect legal, administrative and financial information required).
- Clarify Description of the Action (DoA) and the budget
- Address Ethical Issues (human rights, protection of human beings, animal protection, data protection and privacy, environmental protection, malevolent use of research, etc.)
- Consortium Agreement. Allow time for consortium to sign.
- Verify Financial Capacity of Coordinator.



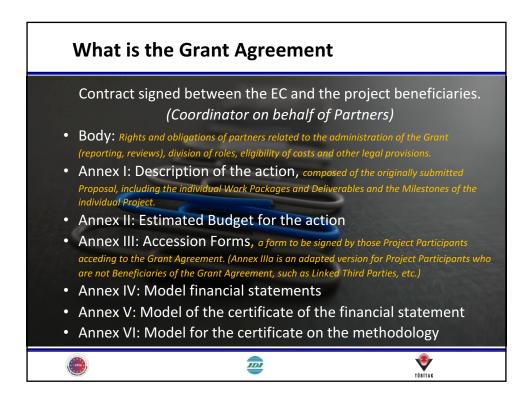


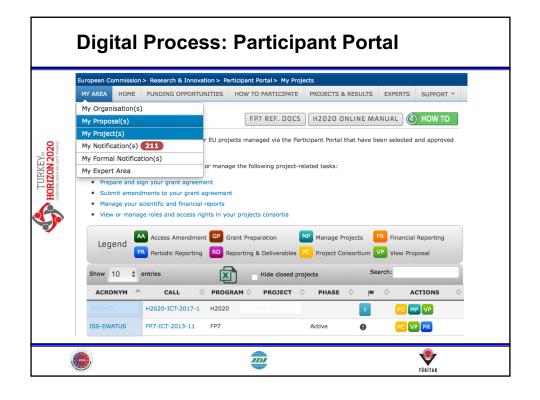


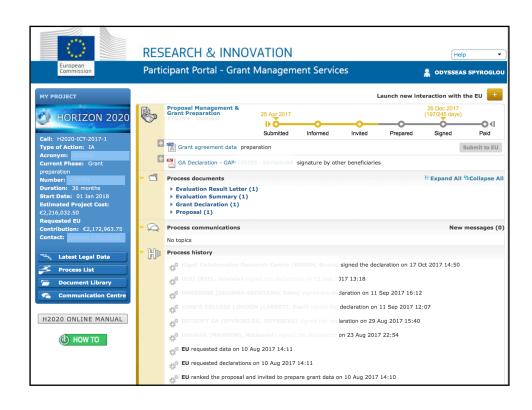
Grant Preparation Phase: Just before the GA **Coordinators (incl. sole applicants)** LEAR Validate your LEAR Assign through the system: Assign through the system: Primary coordinator contact (PCoCo) Participant contact (PaCo) Legal entity appointed representative Legal entity appointed representative (LEAR) (LEAR) Project Legal signatory (PLSIGN) Project Legal Signatory (PLSIGN) **PARTICIPANT** PLSIGN must sign the *Declaration of Honour* PORTAL Check PIC Number of all Check your PIC number Update Description of Action (DoA) Check your data & updated DoA Provide bank account details to Provide bank account details to EC coordinator Prepare and distribute the Consortium Agreement CONSORTIUM AGREEMENT Sign the Consortium Agreement)DI

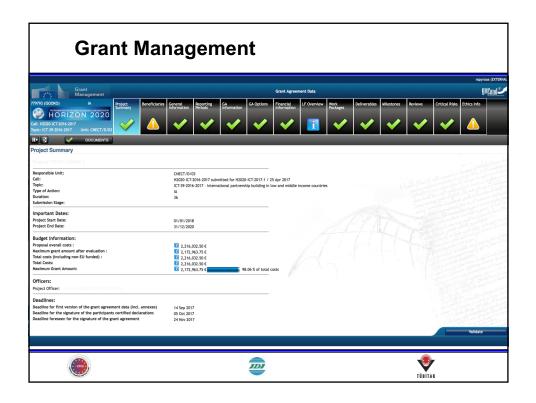


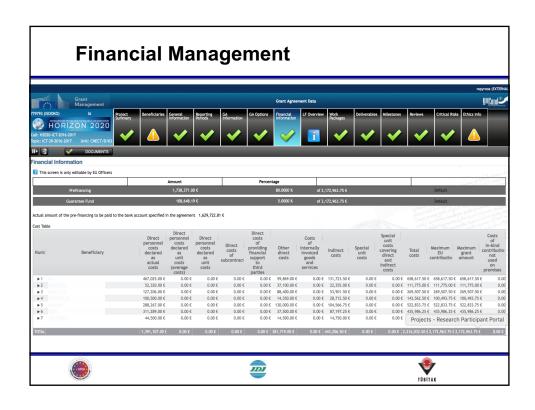
What is the Consortium Agreement (Contract between ALL partners of a consortium) Responsibilities of Parties and Liability towards each other: What rules partners should follow and what happens if they do not do so. Governance structure: Organisational structure, management, meetings, decision making process. Financial provisions: budget distribution, provisions for payment, approval of reports Results: Ownership of results, Intellectual Property management, dissemination Access Rights: Background, foreground and exploitation of results Non-disclosure of information: Confidentiality clauses

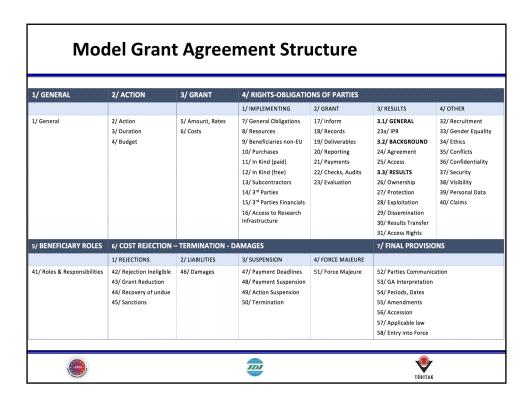












Articles 1 – 6: Action, Duration, Budget, Grant

- Start Day. Fixed. First day of the month following the date when the last party signs the GA (EC).
- End Date end of implementation of tasks. Reports and transfer payments + 2 months (project closure).
- Estimated budget calculated on estimated eligible costs submitted in proposal (Annexed to the GA).
- Maximum Grant Amount determined by above costs. Estimated costs multiplied with funding rate (70% or 100% depending on the action).
- The Maximum Grant Amount can never be increased even if your costs are higher.
- Your proposal budget is an estimation. Things may change. Flexibility allowed.
- Budget categories are listed under Article 6.2.







Articles 5 – 6: Budget, Grant and Eligibility of Costs

- Maximum Grant = Maximum amount that the EC can award you. Not necessarily what you will receive.
- Final Grant = amount you will actually receive calculated by the agency after end date of project (During Closure) in 4 steps:
 - Step 1: Total Eligible Costs X Reimbursement Rate [70% or 100%]
 - Step 2: Limit to Maximum Grant Amount
 - **Step 3:** Reduction of amount if project made any profits
 - [no profits are allowed under EC rules]
 - **Step 4:** Reduction there have been substantial errors, irregularities, fraud, etc. [EC's Decision]









Articles 7 – 16: Implementation of the Action

- Rights and obligations of the parties implementing the action: compliance rules, resources, 'in kind' contributions and financial supports of third parties.
- Beneficiaries must comply with laws in BOTH their country of operation and of the country the action is implemented in.
- Beneficiaries can purchase goods, works or services, use in-kind contributions from third parties, subcontract some work, or use international partners or linked third parties.

Such contracts must be limited in scope since they are just supporting to the action.

- Beneficiaries using third parties remain fully responsible for them under the GA.
- Subcontracting should be avoided in H2020. Must be explicitly mentioned in the DoA.

If not mentioned an Amendment is necessary.

Subcontractors are NOT beneficiaries and therefore have no direct obligations under the GA. Moreover, their price usually contains a profit margin which is against H2020 principles.

 PM— Coordination and administration tasks are considered action tasks and cannot be transferred.







Articles 17-23: Grant Administration

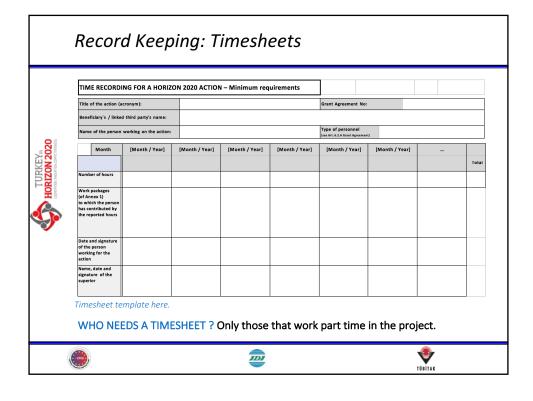
- Record keeping. obliged to implement an effective system to store and exchange information and be able to present any required data to the EC.
- Records: kept for 5 years after payment of the balance of the project: Contracts, subcontracts, invoices, accounting records, timesheets and/or declarations for working full time, certificates of methodology and any other...
- Keep open communication with Project Officer from the EC (PO)
 Immediately inform the EC of delays, changes (legal, financial, technical, organisational structure of consortium)
- Reporting and Payment requests [Article 20]
 - Periodic reports end of each reporting period (including last one)
 - Final report the end of the action
- Each report: technical and financial part
- Submitted within 60 days after end of each reporting period. *Reporting periods clarified in your GA*.











Record Keeping: Who needs a timesheet?

Only those that work part time in the project: (NOT EXCLUSIVELY) Example clauses in employee contract:



- EMPLOYEE MUST <u>keep an accurate register of the time</u> he/she
 works in the project using the tools and/or templates available by
 the BENEFICIARY.
- At the end of each month, the EMPLOYEE will produce the Monthly **Report** of his time for approval by his supervisor.
- <u>ONLY hours actually worked</u> on the actions of this projects will be counted for the calculation of the eligible costs of this project.
- In case the employee is working exclusively on the action, there
 is no need to keep time records. In this case the BENEFICIARY
 and the EMPLOYEE will declare such case in an agreement.







Articles 20: Reporting					
	PERIODIC REPORTS (+60 D after end of period)	FINAL REPORT (Request for payment of balance)			
TURKEYn HORIZON 2020	Periodic Technical Report Explanation of work Overview of progress PLAN FOR EXPLOITATION AND DISSEMINATION OF RESULTS Communication Activities Summary for publication by EC H2020 Questionnaire	 Final Technical report Overview of results Conclusion of the action Socio-economic impact Summary for publication 			
	 Periodic Financial Report Individual financial statement (Annex 4) Explanation of use of resources Summary financial Statement (Annex 4) auto-created / Request for interim payment 	 Final Financial Report Final Summary financial Statement Request for balance payment Certificate on the financial statements 			
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Article 21: Payment Modalities

- PREFINANCING: Coordinator (not the individual beneficiaries) receives a fixed amount (stated in the GA) usually 40-50% of the total grant.
- GUARANTEE FUND (GF): 5% of max grant deducted => transferred to EC's (GF).
- INTERIM PAYMENTS: based on costs declared in the financial statement
- Total Pre-financing + interim payments < 90% of max grant.
- TIMELINE:
 - Payment deadline (by EC) of **90** days (from day reports received)
 - **BUT** time stops when reports not complete or additional information needed, doubt about eligibility of costs (additional checks, reviews, audits or investigations are necessary).
- AUDITS: 2 years after payment of the balance. (will notify).
 Audits concentrate on financial implementation // may also cover technical aspects or compliance with other obligations under the GA.







Article 23a - 25: IP and Background

- **Obligation** to protect results of your project.
- Background: What you bring to the project
- Adequate visibility of the action. Referencing EU funding in any communication, patent application, trademark registration, publication, etc. relating to the project and its outcome(s)
 - "This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No XXXXXX".
 - Disclaimer: 'this document reflects only the author's view and that the Agency is not responsible for any use that may be made of the information it contains'. http://ec.europa.eu/research/participants/docs/h2020-funding-guide/grants/grantent/acknowledge-funding_en.htm

Check our IPR Comprehensive Guide: https://th2020.zendesk.com/hc/en-us/articles/213635789-Download-our-IPR-Guides-







Article 26-27: Ownership of Results & Protection

- **RESULTS**: Output, data, information (tangible intangible)
- **PROTECTION**: Ensure 3rd parties cannot claim results (subcontractors, partners, clients, employees)
- **HOW**: Include IP clause in every agreement: e.g. "the company retains the right to commercially exploit the results ...
- EC may assume ownership of results (with content of beneficiary)
 - If beneficiary does not want or can protect
 - up to 4 years after the end of project
 - except:
 - results cannot be protected (given circumstances)
 - no potential for commercial exploitation
 - beneficiary will transfer results to 3rd party
- Consequences of non-compliance











Articles 28-29: Exploitation and Dissemination

- You have an Obligation to exploit.
 - · Further research activities
 - Developing, creating and marketing a product or process
 - Creating, providing a service
 - Using results in standardisation activities
 "Results incorporated in this standard received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No XXXXX".



- Journals. White Papers
- Always display EU emblem (prominent) + text
 "This project has received funding from the European Union's Horizon 2020 research and
 innovation programme under grant agreement No XXXXXXX".
- Disclaimer: Any dissemination of results must indicate that it reflects only the author's view and that the Agency is not responsible for any use that may be made of the information it contains.
- Learn more for OPEN ACCESS in H2020







Article 30-31: Transfer and Licencing of Results

- Beneficiary may transfer ownership of Results e.g. a subsidiary, a spin off etc.
 - All related articles in GA apply
 - May grant licenses to results (give right to exploit) e.g. to affiliates, to partners
- Beneficiary MUST give access to results Royalty Free to EU, Agencies etc.









Articles 32 – 39: Recruitment, Working conditions, Ethics, Confidentiality

- Working conditions for researchers: beneficiaries must comply
 - such as establishing a transparent recruitment process,
 - providing equal opportunities and aiming for gender equality.
- Gender equality: Take all measures to promote equal opportunities (e.g. Parental leaves) Show you do it: (e.g. disclaimer in adds)
- Ethical issues: Very important, especially for projects in health or security areas.
 - Compliance with security related obligations (Article 37), especially if they are working with classified information.
 - !! Special attention to Processing of Personal Data (Article 39).

Find more on Data protection (including new GDRP regulation): https://edps.europa.eu/edps-homepage en







Articles 40 – 58: Cost rejection and final provisions

- Article 41: Roles and distribution of responsibilities within the consortium.
- Articles 42 50: Cost rejection how and when (due to ineligibility)
 - Reduction of max grant amount due to major and/or substantial errors.
 - **Penalties and liabilities** (from suspension of payments to Action termination).
- Article 55: Amendments to the GA and procedure
 - Change or removal of a beneficiary
 - Change of starting, end day, duration or reporting periods
 - Change of name of a beneficiary







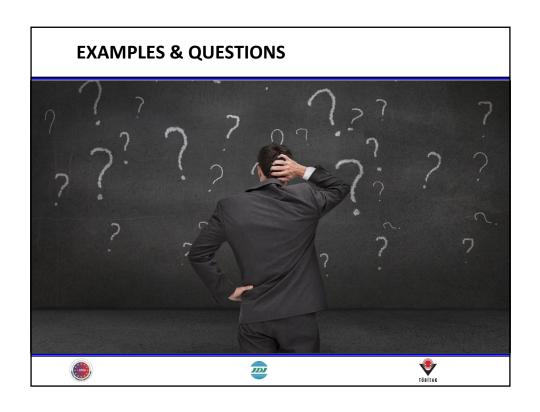
Annotated Model Grant Agreement

- One consolidated source of info for project implementation
- Different Models for schemes:
 - GENERAL MODEL GRANT AGREEMENT (H2020 GENERAL) ~ 340 p.
 - ERC MGAS (European Reseach Council)
 - MARIE SKŁODOWSKA-CURIE ACTIONS (MSCA) MGAS
 - SME INSTRUMENT MGAS
 - ERA-NET COFUND MGA
 - PCP/PPI MGA
 - EJP COFUND MGA (European Joint Program)
 - FRAMEWORK PARTNERSHIPS AND SPECIFIC AGREEMENTS
 - LUMP SUM MGA
 - http://ec.europa.eu/research/participants/portal/desktop/en/funding/reference_docs.html#h2020-mga

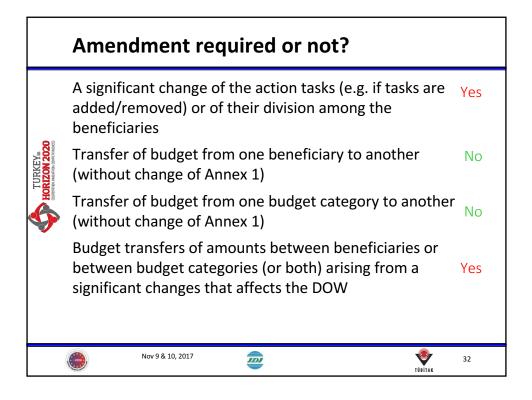








	Amendment required or not?	
TURKEY _{II} HORIZON 2020	A beneficiary is removed from the consortium	Yes
	A beneficiary is added to the consortium (Annex 3)	Yes
	Coordinator is removed/added	Yes
	The project changes title/acronym/starting date/duration/reporting periods	Yes
	Simple change of name of the beneficiary	No
	Changes concerning the tasks to be carried out by linked third parties, subcontractors	Yes
	Simple change of address or other legal entity data of beneficiaries?	No
	Nov 9 & 10, 2017	31



Maximum Grant

ARTICLE 5 — GRANT AMOUNT, FORM OF GRANT, **REIMBURSEMENT RATES AND FORMS OF COSTS**

5.1 Maximum grant amount



The 'maximum grant amount' is EUR 2,500,000 [two million five hundred thousand EUR].

Can this amount be increased during the project? NO

Can the total final payment be less than this amount? YES

5.2 Form of grant, reimbursement rates and forms of costs The grant reimburses xx% of the eligible costs for beneficiaries.



Nov 9 & 10, 2017







TURKEY IN HORIZON 2020 ALTUN/HORIZ/TR2012/0740.14-2/SER/005







