

TURKEY HORIZON 2020

Turkey in Horizon 2020 II  
Information Multipliers  
Contract Management  
Understanding the Legal background of your project

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### Horizon 2020 Legal Documents

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 Coordinator

Reference Documents:  
[http://ec.europa.eu/research/participants/portal/desktop/en/funding/reference\\_docs.html](http://ec.europa.eu/research/participants/portal/desktop/en/funding/reference_docs.html)

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### 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

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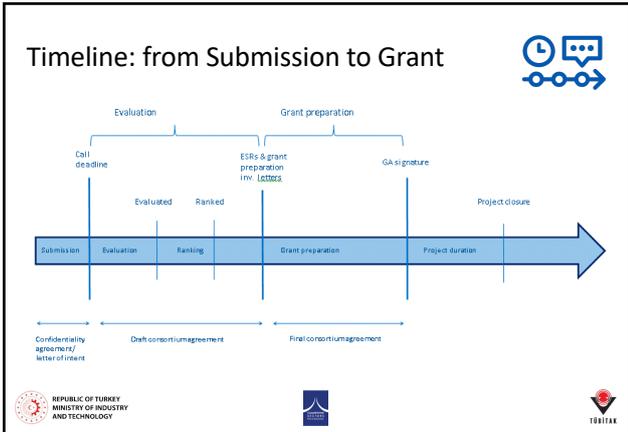
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### Invitation to a Grant

- **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.

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### Grant Preparation Phase: Just before the GA

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

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**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.**



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**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]*



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**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.**



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Article 26-27: Ownership of Results & Protection

- **RESULTS** : Output, data, information (*tangible - intangible*)
- **PROTECTION**: Ensure 3<sup>rd</sup> 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**



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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 XXXXXX".
- **Dissemination: Open access** to scientific publications
  - 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 XXXXXX".
- **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](#)



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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.



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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 GDPR regulation): [https://edps.europa.eu/edps-homepage\\_en](https://edps.europa.eu/edps-homepage_en)



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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



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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 Research 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#2020-mga](http://ec.europa.eu/research/participants/portal/desktop/en/funding/reference_docs.html#2020-mga)



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From GA to CA

Grant Agreement (GA)

Consortium agreement

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DESCA

- One balanced core text
- Two modules for Governance Structure:
  - Module GOV LP for Medium and Large Projects:
    - Complex governance structure: two governing bodies, General Assembly and Executive Board [Module GOV LP].
  - Module GOV SP for Small Projects:
    - Simple governance structure: only a General Assembly [Module GOV SP].
- Optional clauses
  - Optional clauses in the IPR sections (8&9).
    - See example RESULTS p. 25
  - Optional module for projects with a strong software focus [Module IPR SC ]
    - <http://www.desca-2020.eu>

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Documents and resources

- Grant agreement, Annotated Model grant agreement  
Guidance “How to draw up your consortium agreement”
  - [http://ec.europa.eu/research/participants/data/ref/h2020/other/gm/h2020-guide-cons-a\\_en.pdf](http://ec.europa.eu/research/participants/data/ref/h2020/other/gm/h2020-guide-cons-a_en.pdf)
- DESCA
  - [www.desca-2020.eu](http://www.desca-2020.eu)
- IPR Helpdesk (NDAs, MoU)
  - <http://www.iprhelpdesk.eu/library/>

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### Summary: IP in Horizon 2020?

- **Pre-proposals**
  - Confidentiality (NDA) and MoU
- **Proposal**
- **'Measures to maximise impact'**
  - Dissemination and exploitation of results
    - Knowledge management and protection strategy
      - Open access
      - Green/ Gold model of publication
- **Grant Agreement**
  - **Section 3**
- **Consortium Agreement (DESCA)**
  - Results (DESCA **Section 8**)
  - Access Rights (DESCA **Section 9**)
  - Non-disclosure of information (**Section 10**)



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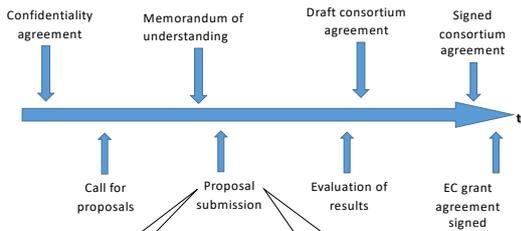
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### H2020 and IP actions: When?



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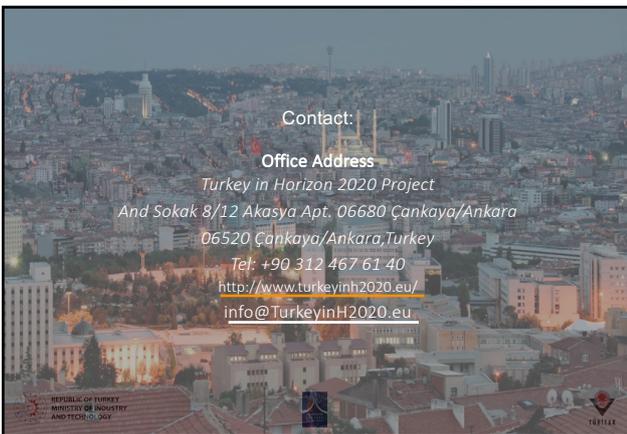
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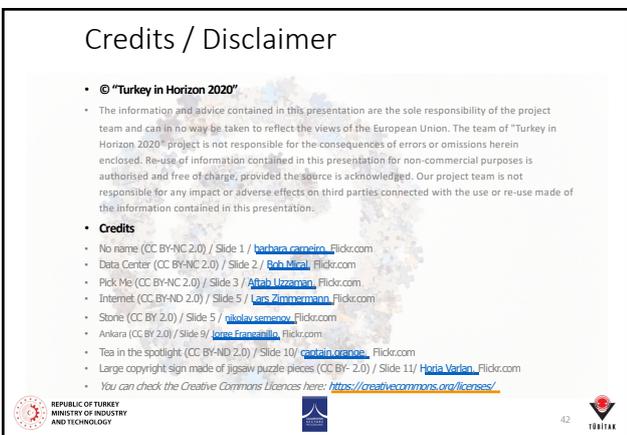
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