

# Legal Basis: Introduction to the Grant Agreement and Constortium Agreement in H2020

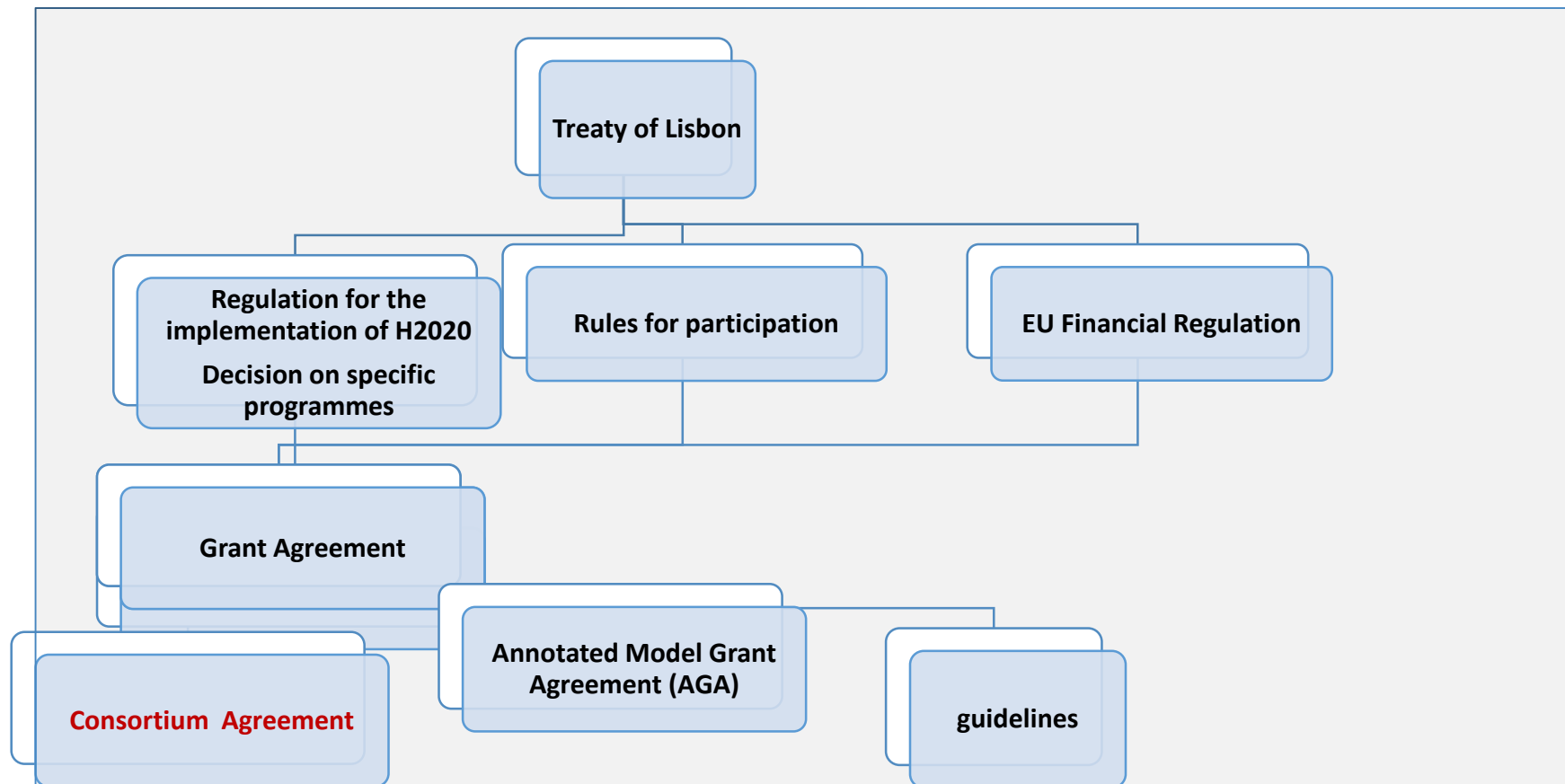
NUCL-EU 2020 Training,  
Technology Centre CAS, Prague  
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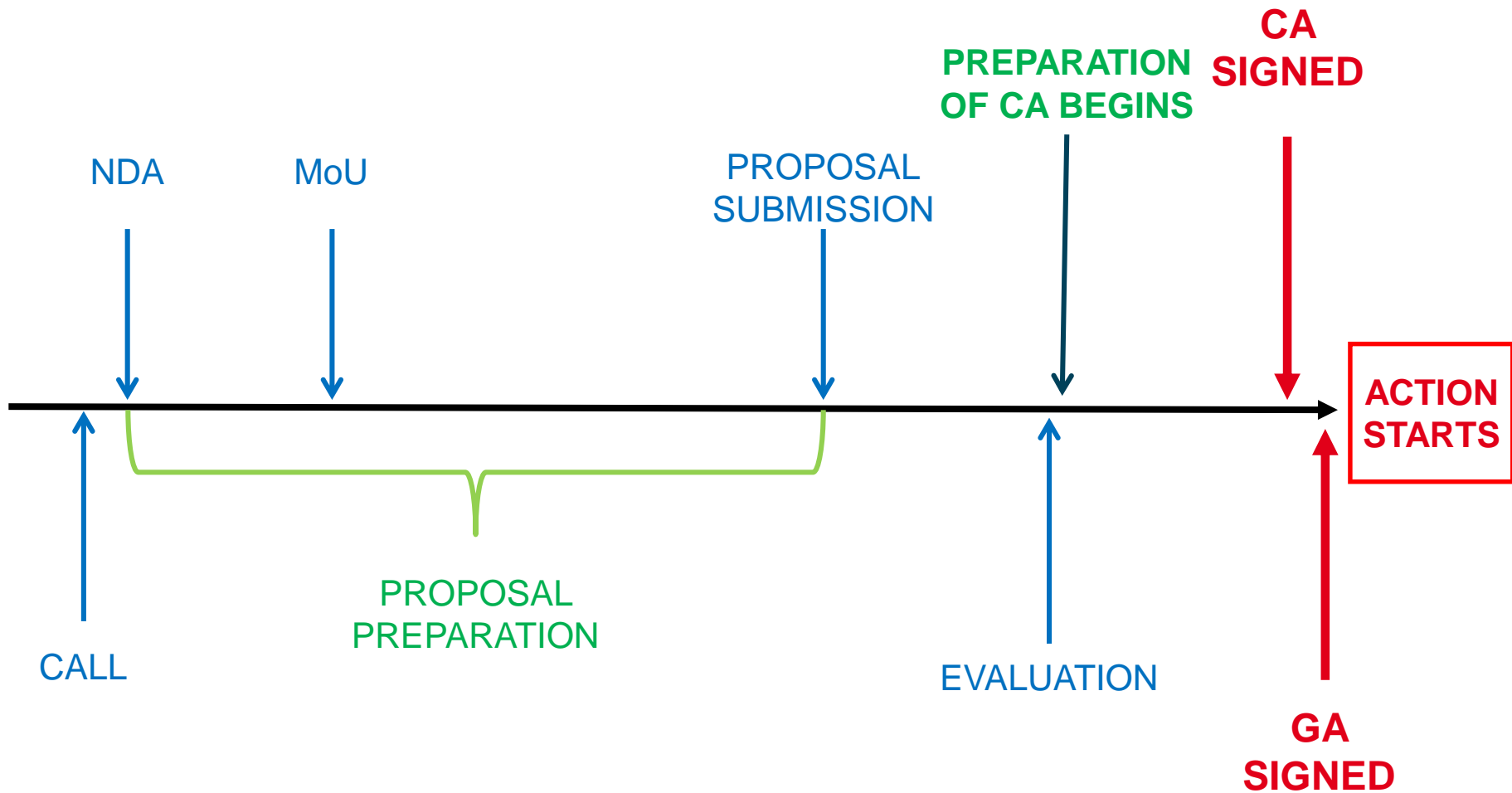
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# Agreements – GA, CA, MoU/NDA

- **What is it good for?**
- **Who are the parties?**
- **Why do you have to conclude it?**
- **When is the time to conclude it?**
- **How do you prepare and sign the agreement?**
- **What's the usual content?**

# Hierarchy of rules of H2020





# Non-Disclosure Agreement (NDA)

- Also confidentiality agreement
- At the beginning of negotiations
- Aim: to bind parties to confidentiality regarding information received from other parties
- Liability

# Letter of Intent/Memorandum of Understanding

- Commitment to collaborate on project proposal and on project if granted
- Preparation of provisions of CA
- NDA could be part of this
- Model for H2020 from IPR Helpdesk (with NDA)

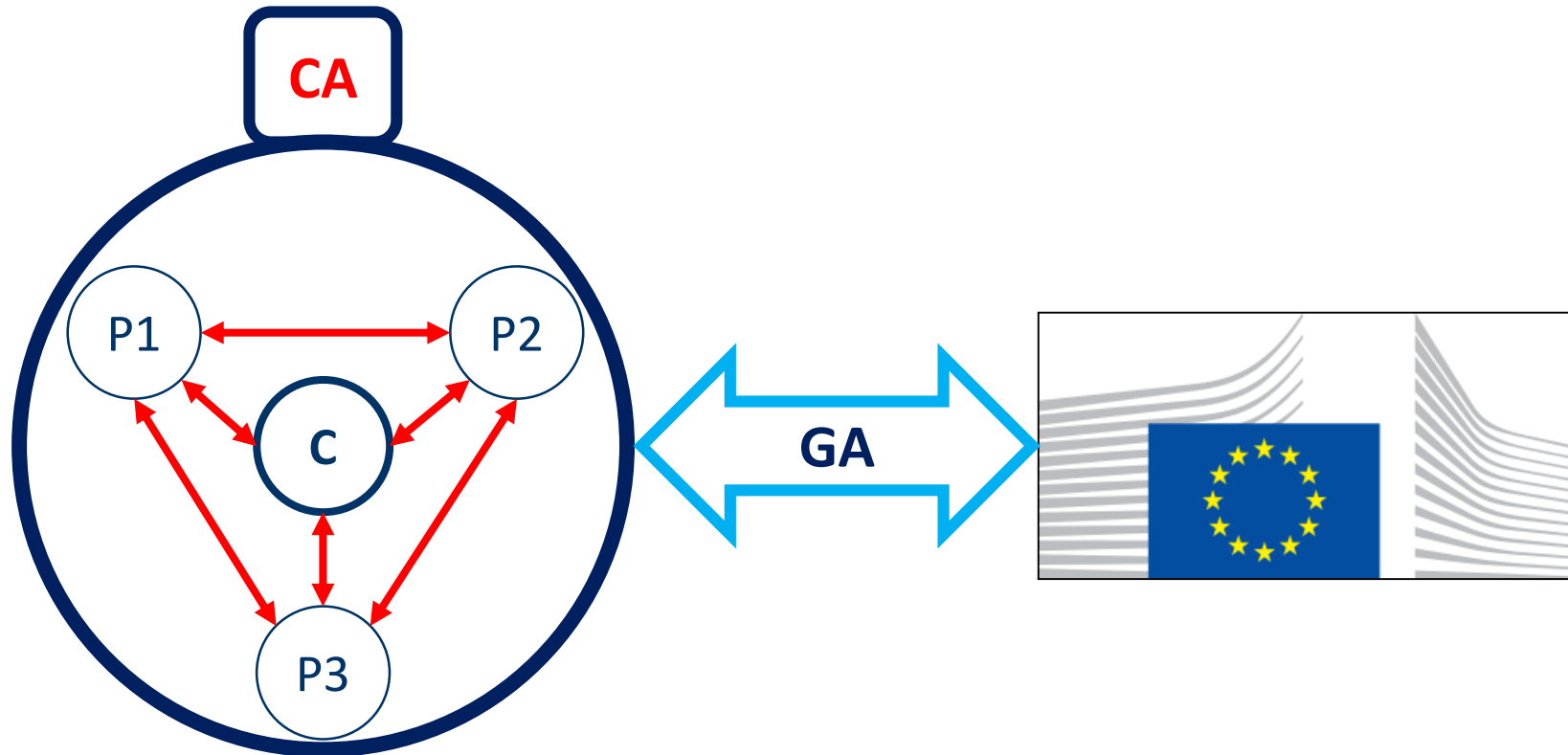
[https://www.iprhelphdesk.eu/H2020\\_MoU](https://www.iprhelphdesk.eu/H2020_MoU)

# Consortium Agreement (CA)

## What?

- Internal agreement between the members of the consortium

# Consortium Agreement (CA)





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## What?

- Internal agreement between the members of the consortium

## Why?

- Beneficiaries must conclude a consortium agreement according to **GA art. 41.3**
  - Unless: exceptionally stipulated otherwise in the respective work programme

# Consortium Agreement (CA)

## 41.3 Internal arrangements between beneficiaries — Consortium agreement

*[OPTION to be used, unless the work programme specifies that there is no need for a consortium agreement: The beneficiaries must have internal arrangements regarding their operation and coordination to ensure that the action is implemented properly. These internal arrangements must be set out in a written ‘consortium agreement’ between the beneficiaries, which may cover:*

- *internal organisation of the consortium;*
- *management of access to the electronic exchange system;*
- *distribution of EU funding;*
- *additional rules on rights and obligations related to background and results (including whether access rights remain or not, if a beneficiary is in breach of its obligations) (see Section 3 of Chapter 4);*
- *settlement of internal disputes;*
- *liability, indemnification and confidentiality arrangements between the beneficiaries.*

*The consortium agreement must not contain any provision contrary to the Agreement.*

*[OPTION: Not applicable]*

# Consortium Agreement (CA)

## What?

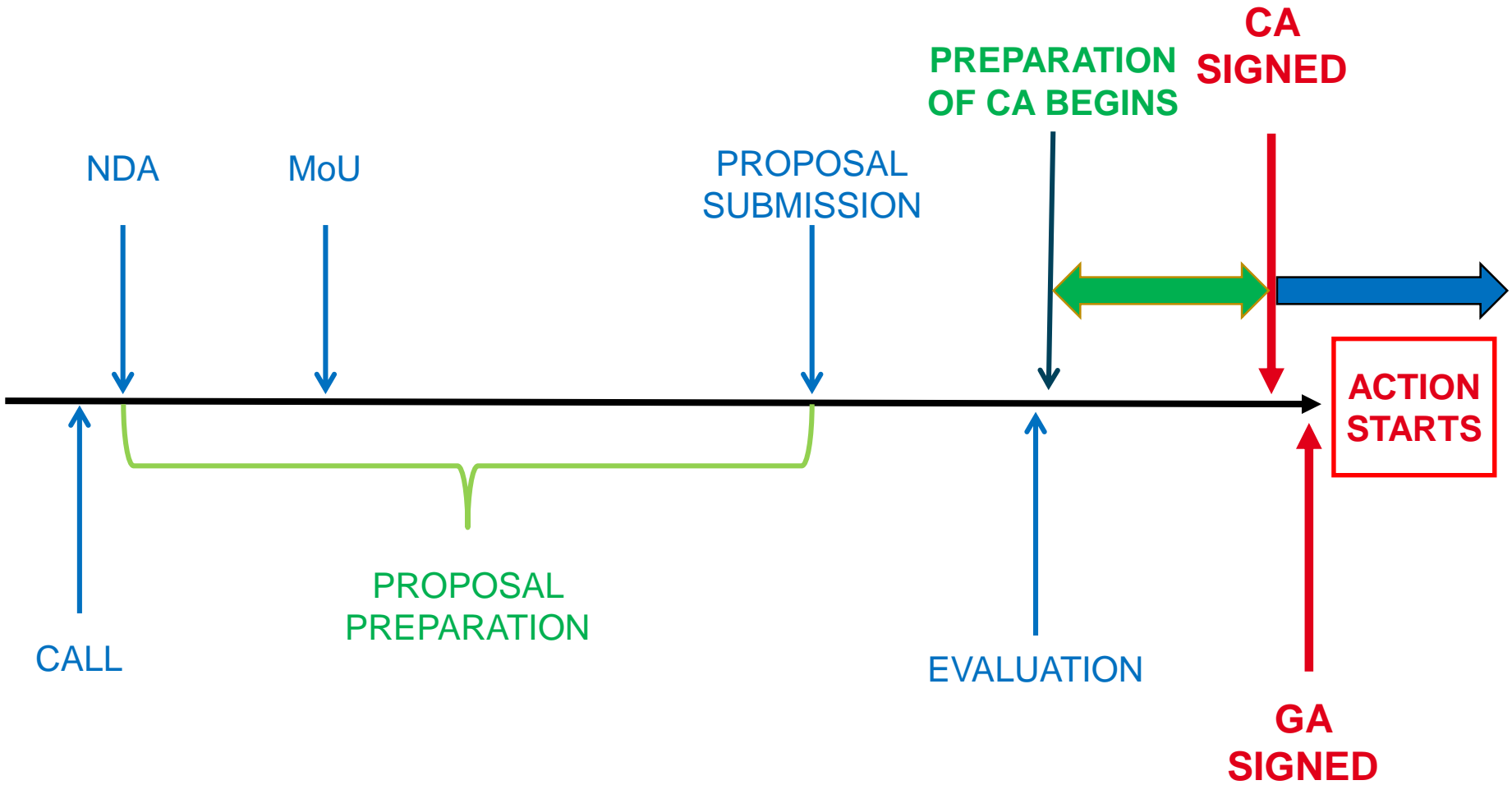
- Internal agreement between the members of the consortium

## Why?

- Beneficiaries must conclude a consortium agreement according to **GA art. 41.3**
  - Unless: exceptionally stipulated otherwise in the respective work programme

## When?

- Recommendation: **Before signature of GA**



# Consortium Agreement (CA)

## What?

- Internal agreement between the members of the consortium

## Why?

- Beneficiaries must conclude a consortium agreement according to **GA art. 41.3**
  - Unless: exceptionally stipulated otherwise in the respective work programme

## When?

- Recommendation: **Before signature of GA**

## How?

- Paper version, not via Participant Portal
- Contractual freedom x **Must not be contradictory** to the GA!
- **Models**

# CA Models: EUCAR

## **EUCAR Model Consortium Agreement Horizon 2020**

**EUCAR Model Consortium Agreement for the Horizon 2020 Framework Programme for  
Research and Innovation  
(Funding Scheme Collaborative Projects)**

**[Action Title]([Project Short Title])**

**Consortium Agreement**

Ref No: \_\_\_\_\_

# CA models: MCARD



# CA models: DESCAs

- Development of Simplified Model Consortium Agreement
- DESCAs Core Group, DESCAs Consultation Group
- Used very frequently in FP7
- Adapted on H2020





# CA models: DESCA

## Content

- General provisions
- Governance structure
- Financial provisions
- IPR provisions
- Non-disclosure of information
- Settlement of disputes

## Attachments

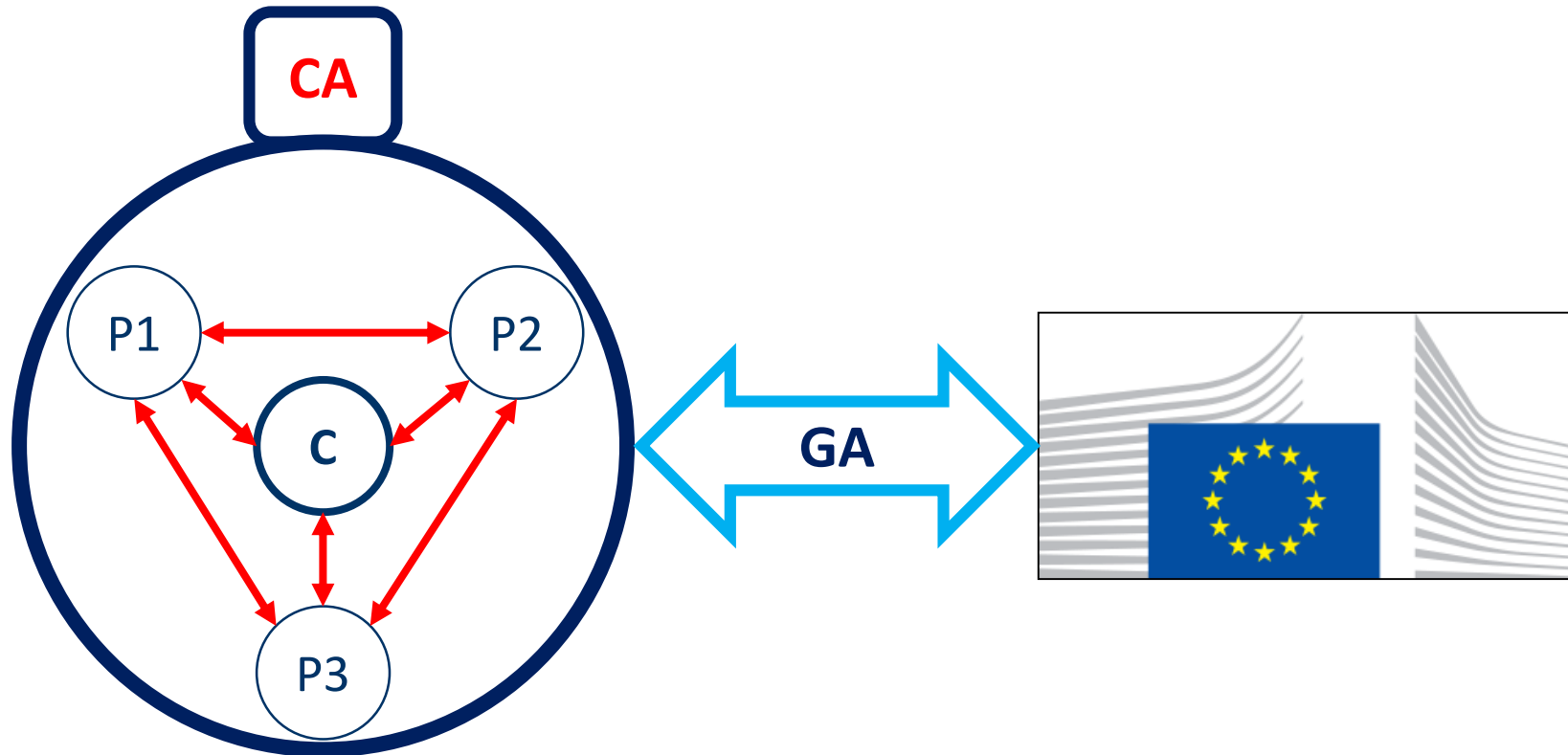
- Background included
- Accession document
- List of Third Parties for simplified transfer



# Grant Agreement

- Agreement between EC and beneficiaries
- Rights and obligations of the beneficiaries
- Models for all types of actions:
  - <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/reference-documents>

# Grant Agreement



# Grant Agreement

- Online through Tender and Funding opportunities portal
  - **Coordinator + EC**
  - Other Beneficiaries – Accession Form
- All rights and obligations in the core text
- Possible changes by amendments

# Grant Agreement

## Content:

- Third Parties
- Grant Administration (incl. Reporting)
- IPR
- Working Conditions
- Ethics
- Confidentiality
- Liability

...

# Grant Agreement Annexes

- 1. Description of the Action !**
2. Estimated Budget
3. Accession Forms
4. Model for the financial statements
5. Model for the certificate on the financial statements
6. Model for the certificate on the methodology

# Here are the results of your final quiz!

#	quiz	Y/N
1	European Commission is a party of the consortium agreement.	N
2	Granted project proposal has an application priority over the consortium agreement.	Y
3	The consortium agreement must be concluded in every H2020 project with more than three beneficiaries.	Y
4	Provisions of the Model Grant Agreement can be changed according to the needs of the consortium during the negotiation phase with EC.	N
5	The grant agreement must be signed in writing by all beneficiaries.	N

#	quiz	Y/N
6	The consortium agreement can't be signed before the signature of the grant agreement.	N
7	A non-disclosure agreement (NDA) can be part of the memorandum of understanding.	Y
8	A consortium agreement can stipulate some matters differently to the grant agreement.	Y/N
9	Beneficiaries shouldn't make any changes in the text of the DESCAs model when using it for the preparation of their consortium agreement.	N
10	There is a special Model Grant Agreement for each type of the action (RIA, CSA, Marie Currie RISE, ...)	Y



Questions?

[H2020 - E-learning](#)

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