



EUROPEAN COMMISSION  
RESEARCH EXECUTIVE AGENCY (REA)

Director



## H2020<sup>1</sup> MODEL GRANT AGREEMENT FOR MARIE SKŁODOWSKA-CURIE COFUND<sup>2</sup> (MSC-COFUND — MONO)

### Introductory remark

MSC-COFUND — Mono deviates from the General MGA — Mono as follows:

- Article 5.2 (specific form of costs)
- Article 5.3 (removal of "Step 3 - Reduction due to the no-profit rule")
- Article 6 (specific eligibility of costs)
- Articles 8-14, 16, 32, 41.4 and 41.5 (removed as not applicable)
- Article 15 (specific obligations for beneficiary)
- Article 18.1.2 (reduced to unit costs)
- Article 19 (specific deliverables)
- Article 20.4 (specific reports)
- Article 20.6 (currency for financial statement)
- Articles 27.3, 28.2, 29.2, 29.4 and 38.1.2 (added "Marie Skłodowska-Curie Actions")
- Article 38.1.1 ("mainstream media coverage")
- Annexes 2 and 4 (specific)
- Annexes 3, 5 and 6 (not applicable)

- Footnotes in blue will not appear in the text generated by the IT system for signature (since they are internal instructions only).
- Text in grey indicates that text which appears in the General MGA (Multi or Mono) is not applicable in this grant agreement.
- For options [*in italics, in square brackets*]: the applicable option must be chosen in the IT system. Options not chosen will automatically either not appear or appear as 'not applicable'. Options chosen will appear *in italics* without brackets and without the Option title (to allow beneficiaries to easily spot that a specific rule applies).
- For fields in [grey in square brackets] (even if they are part of an option as specified in the previous item): enter the appropriate data in the IT system.
- The IT system will generate a data sheet confirming the options chosen and the data entered.

<sup>1</sup> Regulation (EU) No 1291/2013 of the European Parliament and of the Council of 11 December 2013 establishing Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020) ('**H2020 Framework Programme Regulation No 1291/2013**') (OJ L 347, 20.12.2013 p.104).

<sup>2</sup> MSC-COFUND grants fund regional, national and international doctoral or fellowship programmes for training, mobility and career development of researchers.

The main changes compared to version 1 of the model grant agreement are as follows:

- Article 21.2 “Pre-financing payment – Amount – Amount retained for the Guarantee Fund” in order to give the possibility to the consortium to receive the pre-financing payment at an earlier date, namely 10 days prior to the starting date of the action.
- Article 38.1.2 “Information on EU funding – Obligation and right to use the EU emblem” in order to ensure more visibility of EU funding for any communication activity related to any infrastructure, equipment used and to major results of a H2020 action.

Other minor drafting changes and corrections of clerical mistakes can be viewed in a [version with tracked changes](#).

## GRANT AGREEMENT

NUMBER [insert number] — [insert acronym]

This **Agreement** (‘the Agreement’) is **between** the following parties:

**on the one part,**

the **Research Executive Agency (REA)** (‘the Agency’), under the powers delegated by the European Commission (‘the Commission’), represented for the purposes of signature of this Agreement by [[function, [Directorate-General, Directorate, Unit] [Department]], [forename and surname],<sup>3</sup>

**and**

**on the other part,**

the ‘beneficiary’:

[full official name (short name)][legal form], [official registration No], established in [official address in full], [VAT number], represented for the purposes of signing the Agreement by [function, forename and surname]

The parties referred to above have agreed to enter into the Agreement under the terms and conditions below.

By signing the Agreement, the beneficiary accepts the grant and agrees to implement it under its responsibility and in accordance with the Agreement, with all the obligations and conditions it sets out.

The Agreement is composed of:

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<sup>3</sup> The person representing the Agency must be an authorising officer (by delegation or sub-delegation) designated in accordance with document 60008 of 22.02.2001 ‘*Mise en place de la Charte des ordonnateurs*’.

Terms and Conditions

|         |                                    |
|---------|------------------------------------|
| Annex 1 | Description of the action          |
| Annex 2 | Estimated budget for the action    |
| Annex 3 | Not applicable                     |
| Annex 4 | Model for the financial statements |
| Annex 5 | Not applicable                     |
| Annex 6 | Not applicable                     |

**TERMS AND CONDITIONS**

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## **CHAPTER 1 GENERAL**

### **ARTICLE 1 — SUBJECT OF THE AGREEMENT**

This Agreement sets out the rights and obligations and the terms and conditions applicable to the grant awarded to the beneficiary for implementing the action set out in Chapter 2.

## **CHAPTER 2 ACTION**

### **ARTICLE 2 — ACTION TO BE IMPLEMENTED [— COMPLEMENTARY GRANT] [— JOINTLY FUNDED ACTION]**

The grant is awarded for the action entitled [insert title of the action] — [insert acronym] ('action'), as described in Annex 1.

### **ARTICLE 3 — DURATION AND STARTING DATE OF THE ACTION**

The duration of the action will be [insert number] months as of [OPTION by default: the first day of the month following the date the Agreement enters into force (see Article 58)] [OPTION if needed for the action: [insert date]]<sup>4</sup> ('starting date of the action').

### **ARTICLE 4 — ESTIMATED BUDGET AND BUDGET TRANSFERS**

#### **4.1 Estimated budget**

The 'estimated budget' for the action is set out in Annex 2.

It contains the estimated eligible costs and the forms of costs, broken down for the beneficiary, by budget category (see Articles 5, 6).

#### **4.2 Budget transfers**

Not applicable

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<sup>4</sup> This date must be the first day of a month and it must be later than the date of entry into force of the agreement, unless authorised otherwise by the authorising officer, if the applicant can demonstrate the need to start the action before the entry into force of the grant agreement or the need to start the action on another day than the first day of the month. In any case, the starting date should not be earlier than the date of the submission of the grant application (Article 130 FR).

## **CHAPTER 3 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 [insert amount (insert amount in words)].

#### **5.2 Form of grant, reimbursement rate and form of costs**

The grant reimburses **50 %** of the action’s eligible costs (see Article 6) (‘**reimbursement of eligible costs grant**’) (see Annex 2).

The estimated eligible costs of the action are EUR [insert amount (insert amount in words)].

Eligible costs (see Article 6) must be declared under the following form (‘**form of costs**’):

- (a) for **costs for researchers in programmes implemented by the beneficiary** (living allowance): on the basis of the amount(s) per unit set out in Annex 2 (‘**unit costs**’);
- (b) for **costs of providing financial support to costs for researchers in programmes implemented by a partner organisation**: on the basis of the amount(s) per unit set out in Annex 2 (**unit costs**) and
- (c) for **management costs**: on the basis of the amount per unit set out in Annex 2 (**unit costs**).

#### **5.3 Final grant amount — Calculation**

The ‘**final grant amount**’ depends on the actual extent to which the action is implemented in accordance with the Agreement’s terms and conditions.

This amount is calculated by the Agency — when the payment of the balance is made (see Article 21) — in the following steps:

Step 1 — Application of the reimbursement rate to the eligible costs

Step 2 — Limit to the maximum grant amount

Step 3 — Reduction due to improper implementation or breach of other obligations

##### **5.3.1 Step 1 — Application of the reimbursement rate to the eligible costs**

The reimbursement rate (see Article 5.2) is applied to eligible costs (unit costs; see Article 6) declared by the beneficiary and approved by the Agency (see Article 21).

##### **5.3.2 Step 2 — Limit to the maximum grant amount**

If the amount obtained following Step 1 is higher than the maximum grant amount set out in Article 5.1, it will be limited to the latter.

### **5.3.3 Step 3 — Reduction due to improper implementation or breach of other obligations — Reduced maximum grant amount — Calculation**

If the grant is reduced (see Article 43), the Agency will calculate the reduced maximum grant amount by deducting the amount of the reduction (calculated in proportion to the improper implementation of the action or to the seriousness of the breach of obligations in accordance with Article 43.2) from the maximum grant amount set out in Article 5.1.

The final grant amount will be the lower of the following two:

- the amount obtained following Steps 1 and 2 or
- the reduced maximum grant amount following Step 3.

### **5.4 Revised final grant amount — Calculation**

If — after the payment of the balance (in particular, after checks, reviews, audits or investigations; see Article 22) — the Agency rejects costs (see Article 42) or reduces the grant (see Article 43), it will calculate the ‘**revised final grant amount**’.

This amount is calculated by the Agency on the basis of the findings, as follows:

- in case of **rejection of costs**: by applying the reimbursement rate to the revised eligible costs approved by the Agency;
- in case of **reduction of the grant**: in proportion to its improper implementation of the action or to the seriousness of its breach of obligations (see Article 43.2).

In case of **rejection of costs and reduction of the grant**, the revised final grant amount will be the lower of the two amounts above.

## **ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS**

### **6.1 General conditions for costs to be eligible**

Unit costs are eligible (‘**eligible costs**’), if:

(a) they are calculated as follows:

{ amounts per unit set out in Annex 2

multiplied by

the number of actual units};

(b) the number of actual units complies with the following conditions:

- the units must be actually used or produced in the period set out in Article 3;
- the units must be necessary for implementing the action or produced by it, and
- the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 18).

## 6.2 Specific conditions for costs to be eligible

Costs are eligible costs, if they comply with the general conditions (see above) and the specific conditions set out below for each of the following two budget categories:

### A. Costs for researchers ('living allowance')

A.1 **Costs for researchers in programmes implemented by the beneficiary** are eligible, if the number of units declared corresponds to the actual number of months spent by the researchers on the research training activities and if the conditions set out in Article 15.1.1 are met.

A.2. **Costs of providing financial support to costs for researchers in programmes implemented by a partner organisation** are eligible, if the number of units declared corresponds to the actual number of months spent by the researchers on the research training activities and if the conditions set out in Article 15.1.1 are met.

**B. Management costs** are eligible if the costs of the researchers (living allowance; see above) are eligible.

## 6.3 Ineligible costs

'Ineligible costs' are:

- (a) costs that do not comply with the conditions set out above (in Article 6.1 and 6.2);
- (b) costs reimbursed under another EU or Euratom grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the Agency for the purpose of implementing the EU or Euratom budget).
- [(c) **OPTION for cost categories explicitly excluded in the work programme:** [insert name of excluded cost category]].*

## 6.4 Consequences of declaration of ineligible costs

Declared costs that are ineligible will be rejected (see Article 42).

This may also lead to any of the other measures described in Chapter 6.

## **CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES**

## **SECTION 1 RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE ACTION**

### **ARTICLE 7 — GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE ACTION**

#### **7.1 General obligation to properly implement the action**

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

#### **7.2 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

### **ARTICLE 8 — RESOURCES TO IMPLEMENT THE ACTION — THIRD PARTIES INVOLVED IN THE ACTION**

Not applicable

### **ARTICLE 9 — IMPLEMENTATION OF ACTION TASKS BY BENEFICIARIES NOT RECEIVING EU FUNDING**

Not applicable

### **ARTICLE 10 — PURCHASE OF GOODS, WORKS OR SERVICES**

Not applicable

### **ARTICLE 11 — USE OF IN-KIND CONTRIBUTIONS PROVIDED BY THIRD PARTIES AGAINST PAYMENT**

Not applicable

### **ARTICLE 12 — USE OF IN-KIND CONTRIBUTIONS PROVIDED BY THIRD PARTIES FREE OF CHARGE**

Not applicable

### **ARTICLE 13 — IMPLEMENTATION OF ACTION TASKS BY SUBCONTRACTORS**

Not applicable

## ARTICLE 14 — IMPLEMENTATION OF ACTION TASKS BY LINKED THIRD PARTIES

Not applicable

## ARTICLE 15 — FINANCIAL SUPPORT TO OR IMPLEMENTATION OF [DOCTORAL] [FELLOWSHIP] PROGRAMMES

### 15.1 Rules for providing financial support to or implementation of [doctoral][fellowship] programmes

**15.1.1** The beneficiary must implement [doctoral][fellowship] programmes or provide financial support to such programmes implemented by partner organisations, in accordance with the following conditions:

(a) types of programmes:

*[OPTION for DPs: The programmes must concern research training activities for recruited researchers that lead to the award of a doctoral degree ('doctoral programmes');]*

*[OPTION for FPs: The programmes must concern fellowships for research training activities for recruited researchers ('fellowship programmes').]*

*For fellowships where the main part of the research training activity does not take place in an EU Member State or associated country<sup>5</sup>, the return phase to an EU Member State or associated country may not be more than 50 % of the total duration of the research training activity;]*

(b) categories of persons that may be supported by the programmes:

*[OPTION for DPs: The doctoral programmes must support researchers, who — at the time of recruitment —:*

- *are 'early-stage researchers' (i.e. in the first four years of their research careers and not have a doctoral degree);*
- *show transnational mobility by carrying out the research training activities in a country (or — in case of international European interest organisations — in this organisation) where they have not resided or carried out their main activity for more than 12 months in the 3 years immediately prior to the recruitment, unless otherwise specified in Annex 1 for existing programmes;*

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<sup>5</sup> For the definition, see Article 2.1(3) of Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for participation and dissemination in "Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)" ('**Rules for Participation Regulation No 1290/2013**') (OJ L 347, 20.12.2013 p.81): '**associated country**' means a third country which is party to an international agreement with the Union, as identified in Article 7 of the Horizon 2020 Framework Programme Regulation No 1291/2013. Article 7 of the Horizon 2020 Framework Programme Regulation No 1291/2013 sets out the conditions for association of non-EU countries to Horizon 2020.

- *are nationals or long-term residents of an EU Member State or associated country<sup>6</sup>, in case of research training activities carried out in a country other than an EU Member State or associated country;*
- *fulfil any additional conditions set out in Annex 1.]*

**[OPTION for FPs: The fellowship programmes must support researchers, who — at the time of recruitment —:**

- *are ‘**experienced researchers**’ (i.e. in possession of a doctoral degree or have at least four years of research experience);*
- *show transnational mobility by carrying out the research training activities in a country (or — in case of international European interest organisations — in this organisation) where they have not resided or carried out their main activity for more than 12 months in the 3 years immediately prior to the recruitment, unless otherwise specified in Annex 1 for existing programmes;*
- *are nationals or long-term residents of an EU Member State or associated country, in case of research training activities carried out in a country other than an EU Member State or associated country;*
- *fulfil any additional conditions set out in Annex 1. ]*

Researchers that are already permanently employed by the entity where the research training activities take place may not be supported.

(c) procedure and criteria for selecting researchers in the programmes:

**[OPTION for DPs: Researchers must be selected following an open, transparent, merit-based, impartial and equitable selection procedure, as described in Annex 1.**

*Vacancies must be internationally advertised and published (including on the websites requested by the Agency).]*

**[OPTION for FP: Researchers must be selected following an open, transparent, merit-based, impartial and equitable selection procedure, based on international peer review, as described in Annex 1.**

*Selection committees must bring together diverse expertise, have an adequate gender balance and include members from other countries and with relevant experience to assess the candidates.*

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<sup>6</sup> For the definition, see Article 2.1(3) of Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for participation and dissemination in “Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)” (**‘Rules for Participation Regulation No 1290/2013’**) (OJ L 347, 20.12.2013 p.81): **‘associated country’** means a third country which is party to an international agreement with the Union, as identified in Article 7 of the Horizon 2020 Framework Programme Regulation No 1291/2013. Article 7 of the Horizon 2020 Framework Programme Regulation No 1291/2013 sets out the conditions for association of non-EU countries to Horizon 2020.

*Fellowships must be granted via regular calls that are internationally advertised and published (including on the web-sites requested by the Agency) and have fixed deadlines or regular cut-off dates.*

*There must be no more than 4 deadlines or cut-off dates per year.]*

(d) conditions for the recruitment of researchers under the programmes:

- researchers must be recruited under an **employment contract** (or other direct contract with equivalent benefits, including social security coverage) or — if not otherwise possible under national law — under a fixed-amount-fellowship agreement with minimum social security coverage;
- researchers must be recruited for at least 3 months;
- *[OPTION for DPs: for researchers recruited under an employment contract (or other direct contract with equivalent benefits, including social security): the total remuneration costs (salaries, social security contributions, taxes and other costs included in the remuneration) for each researcher per month are equal to or higher than EUR 2 597.*

*For researchers recruited under a fixed-amount-fellowship agreement: the total costs of each fixed-amount fellowship per month are equal to or higher than EUR 1 298,50;]*

- *[OPTION for FPs: for researchers recruited under an employment contract (or other direct contract with equivalent benefits, including social security): the total remuneration costs (salaries, social security contributions, taxes and other costs included in the remuneration) for each researcher per month are equal to or higher than EUR 3 675.*

*For researchers recruited under a fixed-amount-fellowship agreement: the total costs of each fixed-amount fellowship per month are equal to or higher than EUR 1 837,50.]*

**15.1.2** In addition, the beneficiary must:

- take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers<sup>7</sup> and ensure that the researchers are aware of them;
- ensure that researchers enjoy — wherever the research training activities take place — the same standards of safety and occupational health as those of local researchers holding a similar position;

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<sup>7</sup> Commission Recommendation No 251/2005/EC of 11 March 2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers (OJ L 75, 22.3.2005, p. 67).



- ensure that researchers are provided with the means to carry out the research training activities (including the infrastructure, equipment and products);
- ensure that researchers receive appropriate assistance in all administrative procedures before national authorities;
- ensure that researchers are employed full-time, unless duly justified for reasons associated with personal or family reasons;
- ensure that researchers work exclusively on the research training activities;
- ensure that the research training activities (including activities raising ethical issues and research on human embryos or human embryonic stem cell) comply with the ethical principles set out in Article 34;
- ensure that the researchers are informed that they are ‘Marie Skłodowska-Curie fellows’;
- ensure that researchers are paid in accordance with their contract (employment contract, other direct contract or fixed-amount fellowship agreement);
- ensure that the contract (employment contract, other direct contract or fixed-amount fellowship agreement) complies with the provisions of this Agreement and specifies the research training activities;
- ensure that the contract (employment contract, other direct contract or fixed-amount fellowship agreement) specifies arrangements relating to confidentiality and intellectual property rights (in particular to access to background, use of foreground, promoting the action) — during the research training activities and afterwards;
- inform the researchers about their obligation to complete and submit — at the end of the research training activities — the evaluation questionnaire and — two years later — follow-up questionnaire provided by the Agency;
- in case of partner organisations implementing the programmes: ensure that the Agency, the Commission and the Agency, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Article 22 and 23 also towards those third parties[;][.]

***[OPTIONS for DPs:***

- *ensure gender balance in the recruited researchers;*
- *appoint a supervisor with adequate experience to provide the researchers with academic support and a career plan.]*

## **15.2 Consequences of non-compliance**

If a beneficiary breaches its obligations under Article 15.1.1, the costs of the researchers will be ineligible (see Article 6) and will be rejected (see Article 42).

If the beneficiary breaches its obligations under Article 15.1.2, the grant may be reduced (see Article 43).

Such breaches may also lead to the application of any of the other measures provided for in Chapter 6.

## **ARTICLE 16 — PROVISION OF TRANS-NATIONAL OR VIRTUAL ACCESS TO RESEARCH INFRASTRUCTURE**

Not applicable

## **SECTION 2 RIGHTS AND OBLIGATIONS RELATED TO THE GRANT ADMINISTRATION**

### **ARTICLE 17 — GENERAL OBLIGATION TO INFORM**

#### **17.1 General obligation to provide information upon request**

The beneficiary must provide — during implementation of the action or afterwards — any information requested in order to verify eligibility of the costs, proper implementation of the action and compliance with any other obligation under the Agreement.

#### **17.2 Obligation to keep information up to date and to inform about events and circumstances likely to affect the Agreement**

The beneficiary must keep information stored in the ‘Beneficiary Register’ (via the electronic exchange system; see Article 52) up to date, in particular, its name, address, legal representatives, legal form and organisation type.

The beneficiary must immediately inform the Agency of any of the following:

- (a) **events** which are likely to affect significantly or delay the implementation of the action or the EU's financial interests, in particular:
  - (i) changes in its legal, financial, technical, organisational or ownership situation;
- (b) **circumstances** affecting:
  - (i) the decision to award the grant or
  - (ii) compliance with requirements under the Agreement.

#### **17.3 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 18 — KEEPING RECORDS — SUPPORTING DOCUMENTATION**

### **18.1 Obligation to keep records and other supporting documentation**

The beneficiary must — for a period of five years after the payment of the balance — keep records and other supporting documentation in order to prove the proper implementation of the action and the costs it declares as eligible.

It must make them available upon request (see Article 17) or in the context of checks, reviews, audits or investigations (see Article 22).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Article 22), the beneficiary must keep the records and other supporting documentation until the end of these procedures.

The beneficiary must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The Agency may accept non-original documents if it considers that they offer a comparable level of assurance.

#### **18.1.1 Records and other supporting documentation on the scientific and technical implementation**

The beneficiary must keep records and other supporting documentation on scientific and technical implementation of the action in line with the accepted standards in the respective field.

#### **18.1.2 Records and other documentation to support the costs declared**

The beneficiary must keep adequate records and other supporting documentation to prove the number of units declared and the total remuneration or fixed-amount fellowship costs of the recruited researchers.

### **18.2 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, costs insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 42), and the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 19 — SUBMISSION OF DELIVERABLES**

### **19.1 Obligation to submit deliverables**

The beneficiary must submit:

- a ‘**researcher declaration**’ within 20 days of the start of the research training activities, for each researcher;
- any **other deliverables** identified in Annex 1, in accordance with the timing and conditions set out in it.

## 19.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the Agency may apply any of the measures described in Chapter 6.

## ARTICLE 20 — REPORTING — PAYMENT REQUESTS

### 20.1 Obligation to submit reports

The beneficiary must submit to the Agency (see Article 52) the technical and financial reports set out in this Article. These reports include the requests for payment must be drawn up using the forms and templates provided in the electronic exchange system (see Article 52).

### 20.2 Reporting periods

The action is divided into the following ‘**reporting periods**’:

- RP1: from month 1 to month [X]
- [- RP2: from month [X+1] to month [Y]*
- RP3: from month [Y+1] to month [Z]*  
*[same for other RPs]*
- RPN: from month [N+1] to [the last month of the project].]

### 20.3 Periodic reports — Requests for interim payments

The beneficiary must submit a periodic report within 60 days following the end of each reporting period.

The **periodic report** must include the following:

- (a) a ‘**periodic technical report**’ containing:
  - (i) an **explanation of the work carried out** by the beneficiary;
  - (ii) an **overview of the progress** towards the objectives of the action, including milestones and deliverables identified in Annex 1.

This report must include explanations justifying the differences between work expected to be carried out in accordance with Annex 1 and that actually carried out.

The report must also detail the exploitation and dissemination of the results and — if required in Annex 1 — an updated **‘plan for the exploitation and dissemination of the results’**;

- (iii) a **summary** for publication by the Agency;
- (iv) the answers to the **‘questionnaire’**, covering issues related to the action implementation and the economic and societal impact, notably in the context of the Horizon 2020 key performance indicators and the Horizon 2020 monitoring requirements;

(b) a **‘periodic financial report’** containing:

- (i) an **‘individual financial statement’** (see Annex 4), for the reporting period concerned.

The individual financial statement must detail the eligible costs (see Article 6) for each budget category (see Annex 2).

The beneficiary must declare all eligible costs, even if they exceed the amounts indicated in the estimated budget (see Annex 2). Amounts which are not declared in the individual financial statement will not be taken into account by the Agency.

If an individual financial statement is not submitted for a reporting period, it may be included in the periodic financial report for the next reporting period.

The individual financial statements of the last reporting period must also detail the **receipts of the action** (see Article 5.3.3).

The beneficiary must **certify** that:

- the information provided is full, reliable and true;
- the costs declared are eligible (see Article 6);
- the costs can be substantiated by adequate records and supporting documentation (see Article 18) that will be produced upon request (see Article 17) or in the context of checks, reviews, audits and investigations (see Article 22), and
- for the last reporting period: that all the receipts have been declared (see Article 5.3.3);

(ii) not applicable;

(iii) not applicable;

- (iv) a ‘**periodic summary financial statement**’ (see Annex 4), created automatically by the electronic exchange system, including — except for the last reporting period — the **request for interim payment**.

#### **20.4 Final report — Request for payment of the balance**

In addition to the periodic report for the last reporting period, the beneficiary must submit the final report within 60 days following the end of the last reporting period.

The final report must include the following:

- (a) a ‘**final technical report**’ with a summary for publication containing:
  - (i) an overview of the results and their exploitation and dissemination;
  - (ii) the conclusions on the action, and
  - (iii) the socio-economic impact of the action;
- (b) a ‘**final financial report**’ containing a ‘**final summary financial statement**’ (see Annex 4), created automatically by the electronic exchange system, consolidating the individual financial statements for all reporting periods and including the **request for payment of the balance**.

#### **20.5 Information on cumulative expenditure incurred**

##### ***[OPTION for big grants with reporting periods beyond 18 months***

<sup>8</sup>: *In addition to the reporting requirements set out above (Article 20.1 to 20.3), the beneficiary must inform the Agency by [31 December][30 November] each year of the cumulative expenditure incurred by the beneficiary from the start date of the action.*

*This information is required for the Commission’s accounting purposes and will not be used to calculate the final grant amount.]*

***[OPTION: Not applicable]***

#### **20.6 Currency for financial statements**

Financial statements must be drafted in euro.

#### **20.7 Language of reports**

All reports (technical and financial reports, including financial statements) must be submitted in the language of the Agreement.

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<sup>8</sup> To be added in the case of grants of more than EUR 5 million for which a pre-financing is paid and the reporting periods for interim payments or payments of the balance exceed eighteen months.

## **20.8 Consequences of non-compliance — Suspension of the payment deadline — Termination**

If the reports submitted do not comply with this Article, the Agency may suspend the payment deadline (see Article 47) and apply any of the other measures described in Chapter 6.

If the beneficiary breaches its obligation to submit the reports and if it fails to comply with this obligation within 30 days following a written reminder sent by the Agency, the Agreement may be terminated (see Article 50).

## **ARTICLE 21 — PAYMENTS AND PAYMENT ARRANGEMENTS**

### **21.1 Payments to be made**

The following payments will be made to the beneficiary:

- one **pre-financing payment**;
- one or more **interim payments**, on the basis of the request(s) for interim payment (see Article 20), and
- one **payment of the balance**, on the basis of the request for payment of the balance (see Article 20).

### **21.2 Pre-financing payment — Amount — Amount retained for the Guarantee Fund**

*[OPTION by default: The aim of the pre-financing is to provide the beneficiary with a float.*

*It remains the property of the EU until the payment of the balance.*

*The amount of the pre-financing payment will be EUR [insert amount (insert amount in words)].*

*The Agency will — except if Article 48 applies — make the pre-financing payment to the beneficiary within 30 days, either from the entry into force of the Agreement (see Article 58) or from 10 days before the starting date of the action (see Article 3), whichever is the latest.*

*An amount of EUR [insert amount (insert amount in words)], corresponding to 5% of the maximum grant amount (see Article 5.1), is retained by the Agency from the pre-financing payment and transferred into the ‘Guarantee Fund’.]*

*[OPTION if the JRC is the beneficiary: The Agency will make a pre-financing payment of EUR [insert amount including the 5% to be paid to the Guarantee Fund (insert amount in words)], within 30 days from the submission of a debit note from the JRC after the signature of the ‘Arrangement’.*

*The JRC agrees that the amount of EUR [insert amount: 5% of the grant amount intended for the JRC (insert amount in words)], corresponding to its contribution to the Guarantee Fund (see Article 21.2), is transferred in its name by the Agency to the Guarantee Fund.]*

### **21.3 Interim payments — Amount — Calculation**

Interim payments reimburse the eligible costs incurred for the implementation of the action during the corresponding reporting periods.

The Agency will pay to the beneficiary the amount due as interim payment within 90 days from receiving the periodic report (see Article 20.3), except if Articles 47 or 48 apply.

Payment is subject to the approval of the periodic report. Its approval does not imply recognition of the compliance, authenticity, completeness or correctness of its content.

The **amount due as interim payment** is calculated by the Agency in the following steps:

Step 1 — Application of the reimbursement rates

Step 2 — Limit to 90% of the maximum grant amount

#### **21.3.1 Step 1 — Application of the reimbursement rates**

The reimbursement rate(s) (see Article 5.2) are applied to the eligible costs (actual costs, unit costs and flat-rate costs; see Article 6) declared by the beneficiary (see Article 20) and approved by the Agency (see above) for the concerned reporting period.

#### **21.3.2 Step 2 — Limit to 90% of the maximum grant amount**

The total amount of pre-financing and interim payments must not exceed 90% of the maximum grant amount set out in Article 5.1. The maximum amount for the interim payment will be calculated as follows:

{90% of the maximum grant amount (see Article 5.1)

minus

{pre-financing and previous interim payments} }.

### **21.4 Payment of the balance — Amount — Calculation — Release of the amount retained for the Guarantee Fund**

The payment of the balance reimburses the remaining part of the eligible costs incurred by the beneficiary for the implementation of the action.

If the total amount of earlier payments is greater than the final grant amount (see Article 5.3), the payment of the balance takes the form of a recovery (see Article 44).



If the total amount of earlier payments is lower than the final grant amount, the Agency will pay the balance within 90 days from receiving the final report (see Article 20.4), except if Articles 47 or 48 apply.

Payment is subject to the approval of the final report. Its approval does not imply recognition of the compliance, authenticity, completeness or correctness of its content.

The **amount due as the balance** is calculated by the Agency by deducting the total amount of pre-financing and interim payments (if any) already made, from the final grant amount determined in accordance with Article 5.3:

$$\begin{aligned} & \{\text{final grant amount (see Article 5.3)} \\ & \text{minus} \\ & \{\text{pre-financing and interim payments (if any) made}\}. \end{aligned}$$

At the payment of the balance, the amount retained for the Guarantee Fund (see above) will be released and:

- if the balance is positive: the amount released will be paid in full to the beneficiary together with the amount due as the balance;
- if the balance is negative (payment of the balance taking the form of recovery): it will be deducted from the amount released (see Article 44.1.2). If the resulting amount:
  - is positive, it will be paid to the beneficiary
  - is negative, it will be recovered.

The amount to be paid may however be offset — without the beneficiary's consent — against any other amount owed by the beneficiary to the Agency, the Commission or another executive agency (under the EU or Euratom budget), up to the maximum EU contribution indicated, for the beneficiary, in the estimated budget (see Annex 2).

### **21.5 Notification of amounts due**

When making payments, the Agency will formally notify to the beneficiary the amount due, specifying whether it concerns an interim payment or the payment of the balance.

For the payment of the balance, the notification will also specify the final grant amount.

In the case of reduction of the grant or recovery of undue amounts, the notification will be preceded by the contradictory procedure set out in Articles 43 and 44.

### **21.6 Currency for payments**

The Agency will make all payments in euro.

### **21.7 Payments to the beneficiary**

Payments will be made to the beneficiary.

Payments will discharge the Agency from its payment obligation.

## 21.8 Bank account for payments

*[OPTION by default: All payments will be made to the following bank account:*

Name of bank: [...]

Address of branch: [...]

Full name of the account holder: [...]

Full account number (including bank codes): [...]

[IBAN code: [...]]<sup>9</sup>

*[OPTION if the JRC is the beneficiary: All payments will be made in accordance with the Commission's accounting rules on internal invoicing, from the operational budget line of the Agency to the Legal Entity File (LEF) number of the JRC and mentioning the recovery order (RO) number. The JRC will submit a debit note for each payment (including the pre-financing).]*

## 21.9 Costs of payment transfers

The cost of the payment transfers is borne as follows:

- the Agency bears the cost of transfers charged by its bank;
- the beneficiary bears the cost of transfers charged by its bank;
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

## 21.10 Date of payment

Payments by the Agency are considered to have been carried out on the date when they are debited to its account.

## 21.11 Consequences of non-compliance

21.11.1 *[OPTION by default: If the Agency does not pay within the payment deadlines (see above), the beneficiary is entitled to **late-payment interest** at the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the Official Journal of the European Union.*

*If the late-payment interest is lower than or equal to EUR 200, it will be paid to the beneficiary only upon request submitted within two months of receiving the late payment.*

*Late-payment interest is not due if the beneficiary is an EU Member State (including regional and local government authorities or other public bodies acting on behalf of a Member State for the purpose of this Agreement).*

*Suspension of the payment deadline or payments (see Articles 47 and 48) will not be considered as late payment.*

*Late-payment interest covers the period running from the day following the due date for payment (see above), up to and including the date of payment.*

*Late-payment interest is not considered for the purposes of calculating the final grant amount.]*

**[OPTION if the JRC is the beneficiary: Not applicable]**

21.11.2 Not applicable

## **ARTICLE 22 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS**

### **22.1 Checks, reviews and audits by the Agency and the Commission**

#### **22.1.1 Right to carry out checks**

The Agency or the Commission will — during the implementation of the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing deliverables and reports.

For this purpose the Agency or the Commission may be assisted by external persons or bodies.

The Agency or the Commission may also request additional information in accordance with Article 17. The Agency or the Commission may request the beneficiary to provide such information to it directly.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

#### **22.1.2 Right to carry out reviews**

The Agency or the Commission may — during the implementation of the action or afterwards — carry out reviews on the proper implementation of the action (including assessment of deliverables and reports), compliance with the obligations under the Agreement and continued scientific or technological relevance of the action.

Reviews may be started **up to two years after the payment of the balance**. They will be formally notified to the beneficiary and will be considered to have started on the date of the formal notification.

If the review is carried out on a third party (see Article 15), the beneficiary must inform the third party. The Agency or the Commission may carry out reviews directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the beneficiary of the identity of the external persons or bodies. It has the right to object to the appointment on grounds of commercial confidentiality.

The beneficiary must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The Agency or the Commission may request the beneficiary to provide such information to it directly.

The beneficiary may be requested to participate in meetings, including with external experts.

For **on-the-spot** reviews, the beneficiary must allow access to its sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a '**review report**' will be drawn up.

The Agency or the Commission will formally notify the review report to the beneficiary, which has 30 days to formally notify observations ('**contradictory review procedure**').

Reviews (including review reports) are in the language of the Agreement.

### **22.1.3 Right to carry out audits**

The Agency or the Commission may — during the implementation of the action or afterwards — carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Audits may be started **up to two years after the payment of the balance**. They will be formally notified to the beneficiary and will be considered to have started on the date of the formal notification.

If the audit is carried out on a third party (see Article 15), the beneficiary must inform the third party. The Agency or the Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the beneficiary of the identity of the external persons or bodies. It has the right to object to the appointment on grounds of commercial confidentiality.

The beneficiary must provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. The Agency or the Commission may request the beneficiary to provide such information to it directly.

For **on-the-spot** audits, the beneficiary must allow access to its sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a '**draft audit report**' will be drawn up.

The Agency or the Commission will formally notify the draft audit report to the beneficiary, which has 30 days to formally notify observations ('**contradictory audit procedure**'). This period may be extended by the Agency or the Commission in justified cases.

The '**final audit report**' will take into account observations by the beneficiary. The report will be formally notified to it.

Audits (including audit reports) are in the language of the Agreement.

The Agency or the Commission may also access the beneficiary' statutory records for the periodical assessment of unit costs or flat-rate amounts.

## **22.2 Investigations by the European Anti-Fraud Office (OLAF)**

Under Regulations No 883/2013<sup>10</sup> and No 2185/96<sup>11</sup> (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the action or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

## **22.3 Checks and audits by the European Court of Auditors (ECA)**

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 161 of the Financial Regulation No 966/2012<sup>12</sup>, the European Court of Auditors (ECA) may — at any moment during implementation of the action or afterwards — carry out audits.

The ECA has the right of access for the purpose of checks and audits.

## **22.4 Checks, reviews, audits and investigations for international organisations**

Not applicable

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<sup>10</sup> Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18.09.2013, p. 1).

<sup>11</sup> Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996, p. 2).

<sup>12</sup> Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298, 26.10.2012, p. 1).

## 22.5 Consequences of findings in checks, reviews, audits and investigations — Extension of findings

### 22.5.1 Findings in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to the rejection of ineligible costs (see Article 42), reduction of the grant (see Article 43), recovery of undue amounts (see Article 44) or to any of the other measures described in Chapter 6.

Rejection of costs or reduction of the grant after the payment of the balance will lead to a revised final grant amount (see Article 5.4).

Findings in checks, reviews, audits or investigations may lead to a request for amendment for the modification of Annex 1 (see Article 55).

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may also lead to consequences in other EU or Euratom grants awarded under similar conditions (**‘extension of findings from this grant to other grants’**).

Moreover, findings arising from an OLAF investigation may lead to criminal prosecution under national law.

### 22.5.2 Findings in other grants

The Agency or the Commission may extend findings from other grants to this grant (**‘extension of findings from other grants to this grant’**), if:

- (a) the beneficiary is found, in other EU or Euratom grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- (b) those findings are formally notified to the beneficiary — together with the list of grants affected by the findings — no later than two years after the payment of the balance of this grant.

The extension of findings may lead to the rejection of costs (see Article 42), reduction of the grant (see Article 43), recovery of undue amounts (see Article 44), suspension of payments (see Article 48), suspension of the action implementation (see Article 49) or termination (see Article 50).

### 22.5.3 Procedure

The Agency or the Commission will formally notify the beneficiary the systemic or recurrent errors and its intention to extend these audit findings, together with the list of grants affected.

22.5.3.1 If the findings concern **eligibility of costs**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings;
- (b) the request to submit **revised financial statements** for all grants affected;
- (c) the **correction rate for extrapolation** established by the Agency or the Commission on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected if the beneficiary:
  - (i) considers that the submission of revised financial statements is not possible or practicable or
  - (ii) does not submit revised financial statements.

The beneficiary has 90 days from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method**. This period may be extended by the Agency or the Commission in justified cases.

The amounts to be rejected will be determined on the basis of the revised financial statements, subject to their approval.

If the Agency or the Commission does not receive any observations or revised financial statements, does not accept the observations or the proposed alternative correction method or does not approve the revised financial statements, it will formally notify the beneficiary the application of the initially notified correction rate for extrapolation.

If the Agency or the Commission accepts the alternative correction method proposed by the beneficiary, it will formally notify the application of the accepted alternative correction method.

22.5.3.2 If the findings concern **improper implementation** or a **breach of another obligation**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and
- (b) the flat-rate the Agency or the Commission intends to apply according to the principle of proportionality.

The beneficiary has 90 days from receiving notification to submit observations or to propose a duly substantiated alternative flat-rate.

If the Agency or the Commission does not receive any observations or does not accept the observations or the proposed alternative flat-rate, it will formally notify the beneficiary the application of the initially notified flat-rate.

If the Agency or the Commission accepts the alternative flat-rate proposed by the beneficiary, it will formally notify the application of the accepted alternative flat-rate.

## 22.6 Consequences of non-compliance



If the beneficiary breaches any of its obligations under this Article, any insufficiently substantiated costs will be ineligible (see Article 6) and will be rejected (see Article 42).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 23 — EVALUATION OF THE IMPACT OF THE ACTION**

### **23.1 Right to evaluate the impact of the action**

The Agency or the Commission may carry out interim and final evaluations of the impact of the action measured against the objective of the EU programme.

Evaluations may be started during implementation of the action and up to five years after the payment of the balance. The evaluation is considered to start on the date of the formal notification to the beneficiary.

The Agency or the Commission may make these evaluations directly (using its own staff) or indirectly (using external bodies or persons it has authorised to do so).

The beneficiary must provide any information relevant to evaluate the impact of the action, including information in electronic format.

### **23.2 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the Agency may apply the measures described in Chapter 6.

## **SECTION 3 RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND AND RESULTS**

### **SUBSECTION 1 GENERAL**

#### **ARTICLE 23a — MANAGEMENT OF INTELLECTUAL PROPERTY**

##### **23a.1 Obligation to take measures to implement the Commission Recommendation on the management of intellectual property in knowledge transfer activities**

If the beneficiary is a university or other public research organisation it must take measures to implement the principles set out in Points 1 and 2 of the Code of Practice annexed to the Commission Recommendation on the management of intellectual property in knowledge transfer activities<sup>13</sup>.

This does not change the obligations set out in Subsections 2 and 3 of this Section.

The beneficiary must ensure that researchers are aware of them.

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<sup>13</sup> Commission Recommendation C (2008) 1329 of 10.4.2008 on the management of intellectual property in knowledge transfer activities and the Code of Practice for universities and other public research institutions attached to this recommendation.



### **23a.2 Consequences of non-compliance**

If the beneficiary breaches its obligations under this Article, the Agency may apply any of the measures described in Chapter 6.

## **SUBSECTION 2 RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND**

### **ARTICLE 24 — AGREEMENT ON BACKGROUND**

#### ***[OPTION if an option under Article 25.5 applies: 24.1 Agreement on background***

*The beneficiary must identify (in writing) the background for the action.*

*‘Background’ means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that:*

*(a) is held by the beneficiary before its accession to the Agreement, and*

*(b) is needed to implement the action or exploit the results.*

#### **24.2 Consequences of non-compliance**

*If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).*

*Such breaches may also lead to any of the other measures described in Chapter 6.]*

***[OPTION: Not applicable]***

### **ARTICLE 25 — ACCESS RIGHTS TO BACKGROUND**

#### **25.1 Exercise of access rights — Waiving of access rights — No sub-licensing**

To exercise access rights, this must first be requested in writing (**‘request for access’**).

**‘Access rights’** means rights to use results or background under the terms and conditions laid down in this Agreement.

Waivers of access rights are not valid unless in writing.

Unless agreed otherwise, access rights do not include the right to sub-license.

#### **25.2 Access rights for other beneficiaries, for implementing their own tasks under the action**

Not applicable

#### **25.3 Access rights for other beneficiaries, for exploiting their own results**

Not applicable

#### **25.4 Access rights for affiliated entities**

Not applicable

#### **25.5 Access rights for third parties**

Not applicable

#### **25.6 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

### **SUBSECTION 3 RIGHTS AND OBLIGATIONS RELATED TO RESULTS**

#### **ARTICLE 26 — OWNERSHIP OF RESULTS**

##### **26.1 Ownership by the beneficiary that generates the results**

The beneficiary owns the results it generates.

‘**Results**’ means any (tangible or intangible) output of the action such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the action, as well as any rights attached to it, including intellectual property rights.

##### **26.2 Joint ownership by several beneficiaries**

Not applicable

##### **26.3 Rights of third parties (including personnel)**

If third parties (including personnel) may claim rights to the results, the beneficiary must ensure that it complies with its obligations under the Agreement.

If a third party generates results, the beneficiary must obtain all necessary rights (transfer, licences or other) from the third party, in order to be able to respect its obligations as if those results were generated by the beneficiary itself.

If obtaining the rights is impossible, the beneficiary must refrain from using the third party to generate the results.

##### **26.4 Agency ownership, to protect results**

26.4.1 The Agency may — with the consent of the beneficiary — assume ownership of results to protect them, if the beneficiary intends — up to four years after the period set out in Article 3 — to disseminate its results without protecting them, except in any of the following cases:

- (a) the lack of protection is because protecting the results is not possible, reasonable or justified (given the circumstances);
- (b) the lack of protection is because there is a lack of potential for commercial or industrial exploitation, or
- (c) the beneficiary intends to transfer the results to a third party established in an EU Member State or associated country<sup>14</sup>, which will protect them.

Before the results are disseminated and unless any of the cases above under Points (a), (b) or (c) applies, the beneficiary must formally notify the Agency and at the same time inform it of any reasons for refusing consent. The beneficiary may refuse consent only if it can show that its legitimate interests would suffer significant harm.

If the Agency decides to assume ownership, it will formally notify the beneficiary within 45 days of receiving notification.

No dissemination relating to these results may take place before the end of this period or, if the Agency takes a positive decision, until it has taken the necessary steps to protect the results.

26.4.2 The Agency may — with the consent of the beneficiary — assume ownership of results to protect them, if the beneficiary intends — up to four years after the period set out in Article 3 — to stop protecting them or not to seek an extension of protection, except in any of the following cases:

- (a) the protection is stopped because of a lack of potential for commercial or industrial exploitation;
- (b) an extension would not be justified given the circumstances.

The beneficiary that intends to stop protecting results or not seek an extension must — unless any of the cases above under Points (a) or (b) applies — formally notify the Agency at least 60 days before the protection lapses or its extension is no longer possible and at the same time inform it of any reasons for refusing consent. The beneficiary may refuse consent only if it can show that its legitimate interests would suffer significant harm.

If the Agency decides to assume ownership, it will formally notify the beneficiary within 45 days of receiving notification.

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<sup>14</sup> For the definition, see 2.1(3) Rules for Participation Regulation No 1290/2013: ‘**associated country**’ means a third country which is party to an international agreement with the Union, as identified in Article 7 of the H2020 Framework Programme Regulation No 1291/2013. Article 7 sets out the conditions for association of non-EU countries to Horizon 2020.

## **26.5 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to the any of the other measures described in Chapter 6.

## **ARTICLE 27 — PROTECTION OF RESULTS — VISIBILITY OF EU FUNDING**

### **27.1 Obligation to protect the results**

The beneficiary must examine the possibility of protecting its results and must adequately protect them — for an appropriate period and with appropriate territorial coverage — if:

- (a) the results can reasonably be expected to be commercially or industrially exploited and
- (b) protecting them is possible, reasonable and justified (given the circumstances).

When deciding on protection, the beneficiary must consider its own legitimate interests.

### **27.2 Agency ownership, to protect the results**

If the beneficiary intends not to protect its results, to stop protecting them or not seek an extension of protection, the Agency may — under certain conditions (see Article 26.4) — assume ownership to ensure their (continued) protection.

### **27.3 Information on EU funding**

Applications for protection of results (including patent applications) filed by or on behalf of a beneficiary must — unless the Agency requests or agrees otherwise or unless it is impossible — include the following:

"The project leading to this application has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No [number]."

### **27.4 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such a breach may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 28 — EXPLOITATION OF RESULTS**

### **28.1 Obligation to exploit the results**

The beneficiary must — up to four years after the period set out in Article 3 — take measures aiming to ensure ‘**exploitation**’ of its results (either directly or indirectly, in particular through transfer or licensing; see Article 30) by:

- (a) using them in further research activities (outside the action);
- (b) developing, creating or marketing a product or process;
- (c) creating and providing a service, or
- (d) using them in standardisation activities.

This does not change the security obligations in Article 37, which still apply.

## **28.2 Results that could contribute to European or international standards — Information on EU funding**

*[OPTION for results that could contribute to standards: If results could reasonably be expected to contribute to European or international standards, the beneficiary must — up to four years after the period set out in Article 3 — inform the Agency.]*

If results are incorporated in a standard, the beneficiary must — unless the Agency requests or agrees otherwise or unless it is impossible — ask the standardisation body to include the following statement in (information related to) the standard:

"Results incorporated in this standard have received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No [number]."

## **28.3 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced in accordance with Article 43.

Such a breach may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 29 — DISSEMINATION OF RESULTS — OPEN ACCESS — VISIBILITY OF EU FUNDING**

### **29.1 Obligation to disseminate results**

Unless it goes against its legitimate interests, the beneficiary must — as soon as possible — ‘disseminate’ its results by disclosing them to the public by appropriate means (other than those resulting from protecting or exploiting the results), including in scientific publications (in any medium).

This does not change the obligation to protect results in Article 27, the confidentiality obligations in Article 36, the security obligations in Article 37 or the obligations to protect personal data in Article 39, all of which still apply.

If the beneficiary intends not to protect its results, it may — under certain conditions (see Article 26.4.1) — need to formally notify the Agency before dissemination takes place.

### **29.2 Open access to scientific publications**

The beneficiary must ensure open access (free of charge, online access for any user) to all peer-reviewed scientific publications relating to its results. In particular, it must:

- (a) as soon as possible and at the latest on publication, deposit a machine-readable electronic copy of the published version or final peer-reviewed manuscript accepted for publication in a repository for scientific publications;

Moreover, the beneficiary must aim to deposit at the same time the research data needed to validate the results presented in the deposited scientific publications.

- (b) ensure open access to the deposited publication — via the repository — at the latest:
  - (i) on publication, if an electronic version is available for free via the publisher, or
  - (ii) within six months of publication (twelve months for publications in the social sciences and humanities) in any other case.
- (c) ensure open access — via the repository — to the bibliographic metadata that identify the deposited publication.

The bibliographic metadata must be in a standard format and must include all of the following:

- the terms "Marie Skłodowska-Curie Actions";
- the project name, acronym and grant number;
- the publication date and length of embargo period;
- a persistent identifier.

### 29.3 Open access to research data

*[OPTION for actions participating in the open Research Data Pilot: Regarding the digital research data generated in the action ('data'), the beneficiary must:*

- (a) deposit in a research data repository and take measures to make it possible for third parties to access, mine, exploit, reproduce and disseminate — free of charge for any user — the following:
  - (i) the data, including associated metadata, needed to validate the results presented in scientific publications as soon as possible;
  - (ii) other data, including associated metadata, as specified and within the deadlines laid down in the '**data management plan**' (see Annex 1);

*(b) provide information — via the repository — about tools and instruments at the disposal of the beneficiary and necessary for validating the results (and — where possible — provide the tools and instruments themselves).*

*This does not change the obligation to protect results in Article 27, the confidentiality obligations in Article 36, the security obligations in Article 37 or the obligations to protect personal data in Article 39, all of which still apply.*

*As an exception, the beneficiary does not have to ensure open access to specific parts of its research data if the achievement of the action's main objective, as described in Annex 1, would be jeopardised by making those specific parts of the research data openly accessible. In this case, the data management plan must contain the reasons for not giving access.]*

**[OPTION: Not applicable]**

#### **29.4 Information on EU funding — Obligation and right to use the EU emblem**

Unless the Agency requests or agrees otherwise or unless it is impossible, any dissemination of results (in any form, including electronic) must:

- (a) display the EU emblem and
- (b) include the following text:

“This project has received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No [number]”.

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of their obligations under this Article, the beneficiary may use the EU emblem without first obtaining approval from the Agency.

This does not however give it the right to exclusive use.

Moreover, the beneficiary may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

#### **29.5 Disclaimer excluding Agency responsibility**

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.

#### **29.6 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such a breach may also lead to any of the other measures described in Chapter 6.

## ARTICLE 30 — TRANSFER AND LICENSING OF RESULTS

### 30.1 Transfer of ownership

The beneficiary may transfer ownership of its results.

It must however ensure that its obligations under Articles 26.2, 26.4, 27, 28, 29, 30 and 31 also apply to the new owner and that this owner has the obligation to pass them on in any subsequent transfer.

This does not change the security obligations in Article 37, which still apply.

### 30.2 Granting licences

The beneficiary may grant licences to its results (or otherwise give the right to exploit them), if:

- (a) this does not impede the access rights under Article 31
- (b) not applicable.

This does not change the dissemination obligations in Article 29 or security obligations in Article 37, which still apply.

### 30.3 Agency right to object to transfers or licensing

*[OPTION for EU grants: The Agency may — up to four years after the period set out in Article 3 — object to a transfer of ownership or the exclusive licensing of results, if:*

- (a) it is to a third party established in a non-EU country not associated with Horizon 2020 and*
- (b) the Agency considers that the transfer or licence is not in line with EU interests regarding competitiveness or is inconsistent with ethical principles or security considerations.*

*The beneficiary that intends to transfer ownership or grant an exclusive licence must formally notify the Agency before the intended transfer or licensing takes place and:*

- identify the specific results concerned;*
- describe in detail the new owner or licensee and the planned or potential exploitation of the results, and*
- include a reasoned assessment of the likely impact of the transfer or licence on EU competitiveness and its consistency with ethical principles and security considerations.*

*The Agency may request additional information.*



*If the Agency decides to object to a transfer or exclusive licence, it must formally notify the beneficiary within 60 days of receiving notification (or any additional information it has requested).*

*No transfer or licensing may take place in the following cases:*

- *pending the Agency decision, within the period set out above;*
- *if the Agency objects;*
- *until the conditions are complied with, if the Agency objection comes with conditions.*

*[OPTION: Not applicable]*

### **30.4 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such a breach may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 31 — ACCESS RIGHTS TO RESULTS**

### **31.1 Exercise of access rights — Waiving of access rights — No sub-licensing**

The conditions set out in Article 25.1 apply.

The obligations set out in this Article do not change the security obligations in Article 37, which still apply.

### **31.2 Access rights for other beneficiaries, for implementing their own tasks under the action**

Not applicable

### **31.3 Access rights for other beneficiaries, for exploiting their own results**

Not applicable

### **31.4 Access rights of affiliated entities**

Not applicable

### **31.5 Access rights for the EU institutions, bodies, offices or agencies and EU Member States**

The beneficiary must give access to its results — on a royalty-free basis — to EU institutions, bodies, offices or agencies, for developing, implementing or monitoring EU policies or programmes.

Such access rights are limited to non-commercial and non-competitive use.

This does not change the right to use any material, document or information received from the beneficiary for communication and publicising activities (see Article 38.2).

### **31.6 Access rights for third parties**

Not applicable

### **31.7 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **SECTION 4 OTHER RIGHTS AND OBLIGATIONS**

### **ARTICLE 32 — RECRUITMENT AND WORKING CONDITIONS FOR RESEARCHERS**

Not applicable

### **ARTICLE 33 — GENDER EQUALITY**

#### **33.1 Obligation to aim for gender equality**

The beneficiary must take all measures to promote equal opportunities between men and women in the implementation of the action. It must aim, to the extent possible, for a gender balance at all levels of personnel assigned to the action, including at supervisory and managerial level.

#### **33.2 Consequences of non-compliance**

If the beneficiary breaches its obligations under this Article, the Agency may apply any of the measures described in Chapter 6.

### **ARTICLE 34 — ETHICS**

#### **34.1 Obligation to comply with ethical principles**

The beneficiary must carry out the action in compliance with:

- (a) ethical principles (including the highest standards of research integrity — as set out, for instance, in the European Code of Conduct for Research Integrity<sup>15</sup> — and including, in particular, avoiding fabrication, falsification, plagiarism or other research misconduct) and
- (b) applicable international, EU and national law.

Funding will not be granted for activities carried out outside the EU if they are prohibited in all Member States.

The beneficiary must ensure that the activities under the action have an exclusive focus on civil applications.

The beneficiary must ensure that the activities under the action do not:

- (a) aim at human cloning for reproductive purposes;
- (b) intend to modify the genetic heritage of human beings which could make such changes heritable (with the exception of research relating to cancer treatment of the gonads, which may be financed), or
- (c) intend to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.

### **34.2 Activities raising ethical issues**

Activities raising ethical issues must comply with the ‘**ethics requirements**’ set out in Annex 1.

Before the beginning of an activity raising an ethical issue, the beneficiary must submit (see Article 52) to the Agency copy of:

- (a) any ethics committee opinion required under national law and
- (b) any notification or authorisation for activities raising ethical issues required under national law.

If these documents are not in English, the beneficiary must also submit an English summary of the submitted opinions, notifications and authorisations (containing, if available, the conclusions of the committee or authority concerned).

If these documents are specifically requested for the action, the request must contain an explicit reference to the action title. The beneficiary must submit a declaration that all the submitted documents cover the action tasks.

### **34.3 Activities involving human embryos or human embryonic stem cells**

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<sup>15</sup> The European Code of Conduct for Research Integrity of ALLEA (All European Academies) and ESF (European Science Foundation) of March 2011.  
[http://www.esf.org/fileadmin/Public\\_documents/Publications/Code\\_Conduct\\_ResearchIntegrity.pdf](http://www.esf.org/fileadmin/Public_documents/Publications/Code_Conduct_ResearchIntegrity.pdf)

Activities involving research on human embryos or human embryonic stem cells may be carried out only if:

- they are set out in Annex 1 or
- the beneficiary has obtained explicit approval (in writing) from the Agency (see Article 52).

#### **34.4 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement may be terminated (see Article 50).

Such breaches may also lead to any of the other measures described in Chapter 6.

### **ARTICLE 35 — CONFLICT OF INTERESTS**

#### **35.1 Obligation to avoid a conflict of interests**

The beneficiary must take all measures to prevent any situation where the impartial and objective implementation of the action is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('**conflict of interests**').

It must formally notify to the Agency without delay any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The Agency may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

#### **35.2 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement may be terminated (see Article 50).

Such breaches may also lead to any of the other measures described in Chapter 6.

### **ARTICLE 36 — CONFIDENTIALITY**

#### **36.1 General obligation to maintain confidentiality**

During implementation of the action and for four years after the period set out in Article 3, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed ('**confidential information**').

If the beneficiary requests, the Agency may agree to keep such information confidential for an additional period beyond the initial four years.

If information has been identified as confidential only orally, it will be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

Unless otherwise agreed between the parties, they may use confidential information only to implement the Agreement.

The beneficiary may disclose confidential information to its personnel or partner organisations only if they:

- (a) need to know to implement the Agreement and
- (b) are bound by an obligation of confidentiality.

This does not change the security obligations in Article 37, which still apply.

The Agency may disclose confidential information to its staff, other EU institutions and bodies or third parties, if:

- (a) this is necessary to implement the Agreement or safeguard the EU's financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

Under the conditions set out in Article 4 of the Rules for Participation Regulation No 1290/2013<sup>16</sup>, the Commission must moreover make available information on the results to other EU institutions, bodies, offices or agencies as well as Member States or associated countries.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party;
- (b) the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
- (c) the recipient proves that the information was developed without the use of confidential information;
- (d) the information becomes generally and publicly available, without breaching any confidentiality obligation, or
- (e) the disclosure of the information is required by EU or national law.

## **36.2 Consequences of non-compliance**

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<sup>16</sup> Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (OJ L 347, 20.12.2013 p.81).

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 37 — SECURITY-RELATED OBLIGATIONS**

### **37.1 Results with a security recommendation**

*[OPTION if applicable to the grant: ‘Results with a security recommendation’ (see Annex 1) may be disclosed or disseminated only under the conditions set out in Annex 1.*

*Before disclosing such results to a third party (including affiliated entities), the beneficiary must request written approval from the Agency.]*

*[OPTION: Not applicable]*

### **37.2 Classified results**

*[OPTION if applicable to the grant: Activities related to ‘classified results’ (see Annex 1) must comply with the ‘security requirements’ (Security Aspect Letter (SAL) and the Security Classification Guide (SCG)) set out in Annex 1 until they are declassified.*

*Action tasks related to classified results may not be subcontracted without prior explicit written approval from the Agency.*

*The beneficiary must inform the Agency of any changes in the security context and — if necessary — request for Annex 1 to be amended (see Article 55).]*

*[OPTION: Not applicable]*

### **37.3 Activities involving dual-use goods or dangerous materials and substances**

*[OPTION: Activities involving dual-use goods or dangerous materials and substances must comply with applicable EU, national and international law.*

*Before the beginning of the activity, the beneficiary must submit to the Agency (see Article 52) a copy of any export or transfer licences required under EU, national or international law.]*

*[OPTION: Not applicable]*

### **37.4 Consequences of non-compliance**

*[OPTION to be used if 37.1, 37.2 and/or 37.3 are applicable: If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).*

*Such breaches may also lead to any of the other measures described in Chapter 6.]*

*[OPTION: Not applicable]*

## **ARTICLE 38 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING**

### **38.1 Communication activities by the beneficiary**

#### **38.1.1 Obligation to promote the action and its results**

The beneficiary must promote the action and its results by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.

This does not change the dissemination requirements in Article 29, the confidentiality obligations in Article 36 or the security obligations in Article 37, all of which still apply.

Before engaging in a communication activity expected to have a mainstream media coverage, the beneficiary must inform the Agency (see Article 52).

#### **38.1.2 Information on EU funding — Obligation and right to use the EU emblem**

Unless the Agency requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.) and any infrastructure, equipment and major results funded by the grant must:

- (a) display the European Union emblem and
- (b) include the following statement:

For communication activities: “This project has received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No [number].”

For infrastructure, equipment and major results: “This [infrastructure][equipment][insert type of result] is part of a project that has received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No [number].”

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of its obligations under this Article, the beneficiary may use the EU emblem without first obtaining approval from the Agency.

This does not, however, give it the right to exclusive use.

Moreover, it may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

#### **38.1.3 Disclaimer excluding Agency responsibility**

Any communication activity related to the action 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.

## 38.2 Communication activities by the Agency

### 38.2.1 Right to use beneficiary's materials, documents or information

The Agency may use, for its communication and publicising activities, information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material that it receives from the beneficiary (including in electronic form).

This does not change the confidentiality obligations in Article 36 and the security obligations in Article 37, all of which still apply.

However, if the Agency's use of these materials, documents or information would risk compromising legitimate interests, the beneficiary may request the Agency not to use it (see Article 52).

The right to use the beneficiary's materials, documents and information includes:

- (a) **use for its own purposes** (in particular, making them available to persons working for the Agency or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- (c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
- (d) **translation**;
- (e) giving **access in response to individual requests** under Regulation No 1049/2001<sup>17</sup>, without the right to reproduce or exploit;
- (f) **storage** in paper, electronic or other form;
- (g) **archiving**, in line with applicable document-management rules, and

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<sup>17</sup> Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents, OJ L 145, 31.5.2001, p. 43.



- (h) the right to authorise **third parties** to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the communication and publicising activities of the Agency.

If the right of use is subject to rights of a third party (including personnel of the beneficiary), the beneficiary must ensure that it complies with its obligations under this Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the beneficiary), the Agency will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the Research Executive Agency (REA) under conditions.”

### **38.3 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 39 — PROCESSING OF PERSONAL DATA**

### **39.1 Processing of personal data by the Agency and the Commission**

Any personal data under the Agreement will be processed by the Agency or the Commission under Regulation No 45/2001<sup>18</sup> and according to the ‘notifications of the processing operations’ to the Data Protection Officer (DPO) of the Agency or the Commission (publicly accessible in the DPO register).

Such data will be processed by the ‘**data controller**’ of the Agency or the Commission for the purposes of implementing, managing and monitoring the Agreement or protecting the financial interests of the EU or Euratom (including checks, reviews, audits and investigations; see Article 22).

The persons whose personal data are processed have the right to access and correct their own personal data. For this purpose, they must send any queries about the processing of their personal data to the data controller, via the contact point indicated in the ‘service specific privacy statement(s) (SSPS)’ that are published on the Agency and Commission websites.

They also have the right to have recourse at any time to the European Data Protection Supervisor (EDPS).

### **39.2 Processing of personal data by the beneficiary**

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<sup>18</sup> Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L 8, 12.01.2001, p. 1).

The beneficiary must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The beneficiary may grant its personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement.

The beneficiary must inform the personnel whose personal data are collected and processed by the Agency or the Commission. For this purpose, it must provide them with the service specific privacy statement (SSPS) (see above), before transmitting their data to the Agency or the Commission.

### **39.3 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under Article 39.2, the Agency may apply any of the measures described in Chapter 6.

## **ARTICLE 40 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE AGENCY**

The beneficiary may not assign any of its claims for payment against the Agency to any third party, except if approved by the Agency on the basis of a reasoned, written request.

If the Agency has not accepted the assignment or the terms of it are not observed, the assignment will have no effect on it.

In no circumstances will an assignment release the beneficiary from its obligations towards the Agency.

## **CHAPTER 5 DIVISION OF THE BENEFICIARY'S ROLES AND RESPONSIBILITIES — RELATIONSHIP WITH COMPLEMENTARY BENEFICIARIES — RELATIONSHIP WITH PARTNERS OF A JOINT ACTION**

## **ARTICLE 41 — DIVISION OF THE BENEFICIARY'S ROLES AND RESPONSIBILITIES — RELATIONSHIP WITH COMPLEMENTARY BENEFICIARIES — RELATIONSHIP WITH PARTNERS OF A JOINT ACTION**

### **41.1 Role and responsibility towards the Agency**

The beneficiary has full responsibility for implementing the action and complying with the Agreement.

The beneficiary is itself responsible for:

- (a) monitoring that the action is implemented properly (see Article 7);

- (b) informing the Agency immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 17);
- (c) submit the deliverables and reports to the Agency (see Articles 19 and 20);
- (d) submit to the Agency in good time any documents or information required by it

and may not subcontract these tasks to any third party.

#### **41.2 Internal division of roles and responsibilities**

Not applicable

#### **41.3 Internal arrangements between beneficiaries — Consortium agreement**

Not applicable

#### **41.4 Relationship with complementary beneficiaries — Collaboration agreement**

Not applicable

#### **41.5 Relationship with partners of a joint action — Coordination agreement**

Not applicable

## **CHAPTER 6 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — PENALTIES — DAMAGES — SUSPENSION — TERMINATION — FORCE MAJEURE**

### **SECTION 1 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — PENALTIES**

#### **ARTICLE 42 — REJECTION OF INELIGIBLE COSTS**

##### **42.1 Conditions**

42.1.1 The Agency will — at the time of an **interim payment, at the payment of the balance or afterwards** — reject any costs which are ineligible (see Article 6), in particular following checks, reviews, audits or investigations (see Article 22).

42.1.2 The rejection may also be based on the **extension of findings from other grants to this grant**, under the conditions set out in Article 22.5.2.

##### **42.2 Ineligible costs to be rejected — Calculation — Procedure**

Ineligible costs will be rejected in full

If the Agency rejects costs **without reduction of the grant** (see Article 43) or **recovery of undue amounts** (see Article 44), it will formally notify the beneficiary the rejection of costs, the amounts and the reasons why (if applicable, together with the notification of amounts due; see Article 21.5). The beneficiary may — within 30 days of receiving notification — formally notify the Agency of its disagreement and the reasons why.

If the Agency rejects costs **with reduction of the grant** or **recovery of undue amounts**, it will formally notify the rejection in the ‘**pre-information letter**’ on reduction or recovery set out in Articles 43 and 44.

### 42.3 Effects

If the Agency rejects costs at the time of an **interim payment** or **the payment of the balance**, it will deduct them from the total eligible costs declared, for the action, in the periodic or final summary financial statement (see Articles 20.3 and 20.4). It will then calculate the interim payment or payment of the balance as set out in Articles 21.3 or 21.4.

If the Agency — **after an interim payment but before the payment of the balance** — rejects costs declared in a periodic summary financial statement, it will deduct them from the total eligible costs declared, for the action, in the next periodic summary financial statement or in the final summary financial statement. It will then calculate the interim payment or payment of the balance as set out in Articles 21.3 or 21.4.

If the Agency rejects costs **after the payment of the balance**, it will deduct the amount rejected from the total eligible costs declared, in the final summary financial statement. It will then calculate the revised final grant amount as set out in Article 5.4.

## ARTICLE 43 — REDUCTION OF THE GRANT

### 43.1 Conditions

43.1.1 The Agency may — **at the payment of the balance** or **afterwards** — reduce the maximum grant amount (see Article 5.1), if the action has not been implemented properly as described in Annex 1 or another obligation under the Agreement has been breached.

43.1.2 The Agency may also reduce the maximum grant amount on the basis of the **extension of findings from other grants to this grant**, under the conditions set out in Article 22.5.2.

### 43.2 Amount to be reduced — Calculation — Procedure

The amount of the reduction will be proportionate to the improper implementation of the action or to the seriousness of the breach.

Before reduction of the grant, the Agency will formally notify a ‘**pre-information letter**’ to the beneficiary:

- informing it of its intention to reduce the grant, the amount it intends to reduce and the reasons why and

- inviting it to submit observations within 30 days of receiving notification.

If the Agency does not receive any observations or decides to pursue reduction despite the observations it has received, it will formally notify **confirmation** of the reduction (if applicable, together with the notification of amounts due; see Article 21).

### 43.3 Effects

If the Agency reduces the grant at the time of **the payment of the balance**, it will calculate the reduced grant amount for the action and then determine the amount due as payment of the balance (see Articles 5.3.4 and 21.4).

If the Agency reduces the grant **after the payment of the balance**, it will calculate the revised final grant amount (see Article 5.4). If the revised final grant amount is lower than the final grant amount, the Agency will recover the difference (see Article 44).

## ARTICLE 44 — RECOVERY OF UNDUE AMOUNTS

### 44.1 Amount to be recovered — Calculation — Procedure

The Agency will — **at the payment of the balance** or **afterwards** — claim back any amount that was paid, but is not due under the Agreement.

#### 44.1.1 Recovery after termination of a beneficiary's participation

Not applicable

#### 44.1.2 Recovery at payment of the balance

If the payment of the balance takes the form of a recovery (see Article 21.4), the Agency will formally notify a '**pre-information letter**' to the beneficiary:

- informing it of its intention to recover, the amount due as the balance and the reasons why;
- specifying that it intends to deduct the amount to be recovered from the amount retained for the Guarantee Fund; and
- inviting it to submit observations within 30 days of receiving notification.

If no observations are submitted or the Agency decides to pursue recovery despite the observations it has received, it will **confirm recovery** (together with the notification of amounts due; see Article 21.5) and:

- pay the difference between the amount to be recovered and the amount retained for the Guarantee Fund, **if the difference is positive** or

- formally notify to the beneficiary a **debit note** for the difference between the amount to be recovered and the amount retained for the Guarantee Fund, **if the difference is negative**. This note will also specify the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Agency will **recover** the amount:

- (a) by **offsetting** it — without the beneficiary’s consent — against any amounts owed to the beneficiary by the Agency, the Commission or another executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU’s financial interests, the Agency may offset before the payment date specified in the debit note;

- (b) by **drawing on the Guarantee Fund**. The Agency or the Commission will formally notify the beneficiary the debit note on behalf of the Guarantee Fund and recover the amount:

- (i) not applicable

- (ii) by **taking legal action** (see Article 57) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the payment date in the debit note, up to and including the date the Agency or the Commission receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

#### **44.1.3 Recovery of amounts after payment of the balance**

If, the revised final grant amount (see Article 5.4) is lower than the final grant amount, the beneficiary must repay the difference to the Agency.

The Agency will formally notify a **pre-information letter** to the beneficiary:

- informing it of its intention to recover, the due amount and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If no observations are submitted or the Agency decides to pursue recovery despite the observations it has received, it will **confirm** the amount to be recovered and formally notify

to the beneficiary a **debit note**. This note will also specify the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Agency will **recover** the amount:

- (a) by **offsetting** it — without the beneficiary’s consent — against any amounts owed to the beneficiary by the Agency, the Commission or another executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU’s financial interests, the Agency may offset before the payment date specified in the debit note;

- (b) by **drawing on the Guarantee Fund**. The Agency or the Commission will formally notify the beneficiary the debit note on behalf of the Guarantee Fund and recover the amount:

- (i) not applicable
- (ii) by **taking legal action** (see Article 57) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the date for payment in the debit note, up to and including the date the Agency or the Commission receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

## **ARTICLE 45 — ADMINISTRATIVE AND FINANCIAL PENALTIES**

### **45.1 Conditions**

Under Articles 109 and 131(4) of the Financial Regulation No 966/2012, the Agency may impose **administrative** and **financial penalties** if the beneficiary:

- (a) has committed substantial errors, irregularities or fraud or is in serious breach of its obligations under the Agreement or
- (b) has made false declarations about information required under the Agreement or for the submission of the proposal (or has not supplied such information).

Under Article 109(3) of the Financial Regulation No 966/2012, the Agency or the Commission may — under certain conditions and limits — publish decisions imposing administrative or financial penalties.

#### 45.2 Duration — Amount of penalty — Calculation

**Administrative penalties** exclude the beneficiary from all contracts and grants financed from the EU or Euratom budget for a maximum of five years from the date the infringement is established by the Agency.

If the beneficiary commits another infringement within five years of the date the first infringement is established, the Agency may extend the exclusion period up to 10 years.

**Financial penalties** will be between 2% and 10% of the maximum EU contribution in the estimated budget (see Annex 2).

If the beneficiary commits another infringement within five years of the date the first infringement is established, the Agency may increase the rate of financial penalties to between 4% and 20%.

#### 45.3 Procedure

Before applying a penalty, the Agency will formally notify the beneficiary:

- informing it of its intention to impose a penalty, its duration or amount and the reasons why and
- inviting it to submit observations within 30 days.

If the Agency does not receive any observations or decides to impose the penalty despite of observations it has received, it will formally notify **confirmation** of the penalty to the beneficiary and — in case of financial penalties — deduct the penalty from the payment of the balance or formally notify a **debit note**, specifying the amount to be recovered, the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Agency or the Commission may **recover** the amount:

- (a) by **offsetting** it — without the beneficiary's consent — against any amounts owed to the beneficiary by the Agency, the Commission or another executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU's financial interests, the Agency may offset before the payment date in the debit note;

- (b) by **taking legal action** (see Article 57) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.



If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the payment date in the debit note, up to and including the date the Agency or the Commission receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

## **SECTION 2 LIABILITY FOR DAMAGES**

### **ARTICLE 46 — LIABILITY FOR DAMAGES**

#### **46.1 Liability of the Agency**

The Agency cannot be held liable for any damage caused to the beneficiary (or to third parties) as a consequence of implementing the Agreement, including for gross negligence.

The Agency cannot be held liable for any damage caused by the beneficiary or third parties involved in the action, as a consequence of implementing the Agreement.

#### **46.2 Liability of the beneficiary**

##### **46.2.1 Conditions**

Except in case of force majeure (see Article 51), the beneficiary must compensate the Agency for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement.

##### **46.2.2 Amount of damages — Calculation**

The amount the Agency can claim from the beneficiary will correspond to the damage caused by it.

##### **46.2.3 Procedure**

Before claiming damages, the Agency will formally notify the beneficiary:

- informing it of its intention to claim damages, the amount and the reasons why and
- inviting it to submit observations within 30 days.

If the Agency does not receive any observations or decides to claim damages despite the observations it has received, it will formally notify **confirmation** of the claim for damages and a **debit note**, specifying the amount to be recovered, the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Agency or the Commission may **recover** the amount:

- (a) by **offsetting** it — without the beneficiary’s consent — against any amounts owed to the beneficiary by the Agency, the Commission or another executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU’s financial interests, the Agency may offset before the payment date in the debit note;

- (b) by **taking legal action** (see Article 57) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the payment date in the debit note, up to and including the date the Agency or the Commission receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

### **SECTION 3   SUSPENSION AND TERMINATION**

#### **ARTICLE 47 — SUSPENSION OF PAYMENT DEADLINE**

##### **47.1   Conditions**

The Agency may — at any moment — suspend the payment deadline (see Article 21.2 to 21.4) if a request for payment (see Article 20) cannot be approved because:

- (a) it does not comply with the provisions of the Agreement (see Article 20);
- (b) the technical reports or financial reports have not been submitted or are not complete or additional information is needed, or
- (c) there is doubt about the eligibility of the costs declared in the financial statements and additional checks, reviews, audits or investigations are necessary.

##### **47.2   Procedure**

The Agency will formally notify the beneficiary of the suspension and the reasons why.

The suspension will **take effect** the day notification is sent by the Agency (see Article 52).

If the conditions for suspending the payment deadline are no longer met, the suspension will be **lifted** — and the remaining period will resume.

If the suspension exceeds two months, the beneficiary may request the Agency if the suspension will continue.

If the payment deadline has been suspended due to the non-compliance of the technical or financial reports (see Article 20) and the revised report or statement is not submitted or was submitted but is also rejected, the Agency may also terminate the Agreement (see Article 50.3.1(l)).

## **ARTICLE 48 — SUSPENSION OF PAYMENTS**

### **48.1 Conditions**

The Agency may — at any moment — suspend, in whole or in part, the pre-financing payment and interim payments or the payment of the balance, if the beneficiary:

- (a) has committed or is suspected of having committed substantial errors, irregularities, fraud or serious breach of obligations in the award procedure or under this Agreement or
- (b) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 22.5.2).

### **48.2 Procedure**

Before suspending payments, Agency will formally notify the beneficiary:

- informing it of its intention to suspend payments and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the suspension procedure is not continued.

The suspension will **take effect** the day the confirmation notification is sent by the Agency.

If the conditions for resuming payments are met, the suspension will be **lifted**. The Agency will formally notify the beneficiary.

During the suspension, the beneficiary must not submit a periodic report(s) (see Article 20.3). When the Agency resumes payments, the beneficiary may include them in the next periodic report.

The beneficiary may suspend implementation of the action (see Article 49.1) or terminate the Agreement (see Article 50.1 and 50.2).

## **ARTICLE 49 — SUSPENSION OF THE ACTION IMPLEMENTATION**

### **49.1 Suspension of the action implementation, by the beneficiary**

#### **49.1.1 Conditions**

The beneficiary may suspend implementation of the action or any part of it, if exceptional circumstances — in particular *force majeure* (see Article 51) — make implementation impossible or excessively difficult.

#### **49.1.2 Procedure**

The beneficiary must immediately formally notify to the Agency the suspension (see Article 52), stating:

- the reasons why and
- the expected date of resumption.

The suspension will **take effect** the day this notification is received by the Agency.

Once circumstances allow for implementation to resume, the beneficiary must immediately formally notify the Agency and request an **amendment** of the Agreement to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 55) — unless the Agreement has been terminated (see Article 50).

The suspension will be **lifted** with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during suspension of the action implementation are not eligible (see Article 6).

### **49.2 Suspension of the action implementation, by the Agency**

#### **49.2.1 Conditions**

The Agency may suspend implementation of the action or any part of it:

- (a) if the beneficiary has committed or is suspected of having committed substantial errors, irregularities, fraud or serious breach of obligations in the award procedure or under this Agreement;
- (b) if the beneficiary has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 22.5.2), or

(c) if the action is suspected of having lost its scientific or technological relevance.

#### **49.2.2 Procedure**

Before suspending implementation of the action, the Agency will formally notify the beneficiary:

- informing it of its intention to suspend the implementation and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the procedure is not continued.

The suspension will **take effect** five days after confirmation notification is received by the beneficiary (or on a later date specified in the notification).

It will be **lifted** if the conditions for resuming implementation of the action are met.

The beneficiary will be formally notified of the lifting and the Agreement will be **amended** to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 55) — unless the Agreement has already been terminated (see Article 50).

The suspension will be lifted with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during suspension are not eligible (see Article 6).

The beneficiary may not claim damages due to suspension by the Agency (see Article 46).

Suspension of the action implementation does not affect the Agency's right to terminate the Agreement (see Article 50), reduce the grant or recover amounts unduly paid (see Articles 43 and 44).

### **ARTICLE 50 — TERMINATION OF THE AGREEMENT**

#### **50.1 Termination of the Agreement, by the beneficiary**

##### **50.1.1 Conditions and procedure**

The beneficiary may terminate the Agreement.

The beneficiary must formally notify termination to the Agency (see Article 52), stating:

- the reasons why and

- the date the termination will take effect. This date must be after the notification.

If no reasons are given or if the Agency considers the reasons do not justify termination, the Agreement will be considered to have been '**terminated improperly**'.

The termination will **take effect** on the day specified in the notification.

### **50.1.2 Effects**

The beneficiary must — within 60 days from when termination takes effect — submit:

- (i) a periodic report (for the open reporting period until termination; see Article 20.3) and
- (ii) the final report (see Article 20.4).

If the Agency does not receive the reports within the deadline (see above) only costs which are included in an approved periodic report will be taken into account.

The Agency will **calculate** the final grant amount (see Article 5.3) and the balance (see Article 21.4) on the basis of the reports submitted. Only costs incurred until termination are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

Improper termination may lead to a reduction of the grant (see Article 43).

After termination, the beneficiary's obligations (in particular Articles 20, 22, 23, Section 3 of Chapter 4, 36, 37, 38 and 40) continue to apply.

## **50.2 Termination of the participation of one or more beneficiaries, by the beneficiaries**

Not applicable

## **50.3 Termination of the Agreement, by the Agency**

### **50.3.1 Conditions**

The Agency may terminate the Agreement if:

- (a) not applicable;
- (b) a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to substantially affect or delay the implementation of the action or calls into question the decision to award the grant;
- (c) not applicable;
- (d) implementation of the action is prevented by force majeure (see Article 51) or suspended by the beneficiary (see Article 49.1) and either:

- (i) resumption is impossible, or
  - (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or breach the principle of equal treatment of applicants;
- (e) the beneficiary is declared bankrupt, being wound up, having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is subject to any other similar proceedings or procedures under national law;
- (f) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has been found guilty of professional misconduct, proven by any means;
- (g) the beneficiary does not comply with the applicable national law on taxes and social security;
- (h) the action has lost scientific or technological relevance;
- (i) **[OPTION for joint actions (joint call with a third country or an international organisation):** *the third country or international organisation action (see Article 2) has not started by the date specified in Annex 1. [OPTION: not applicable];*
- (j) **[OPTION for joint actions (joint call with a third country or an international organisation):** *the third country or international organisation action (see Article 2) is terminated or can no longer contribute to the action[OPTION: not applicable];*
- (k) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed fraud, corruption, or is involved in a criminal organisation, money laundering or any other illegal activity affecting the EU's financial interests;
- (l) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has — in the award procedure or under the Agreement — committed:
- (i) substantial errors, irregularities, fraud or
  - (ii) serious breach of obligations, including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles;
- (m) the beneficiary has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**'extension of findings from other grants to this grant'**).

### 50.3.2 Procedure

Before terminating the Agreement, the Agency will formally notify the beneficiary:

- informing it of its intention to terminate and the reasons why and
- inviting it, within 30 days of receiving notification, to submit observations and — in case of Point (l.ii) above — to inform the Agency of the measures to ensure compliance with the obligations under the Agreement.

If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify to the beneficiary **confirmation** of the termination and the date it will take effect. Otherwise, it will formally notify that the procedure is not continued.

The termination will **take effect**:

- for terminations under Points (b), (e), (g), (h), (j), and (l.ii) above: on the day specified in the notification of the confirmation (see above);
- for terminations under Points (d), (f), (i), (k), (l.i) and (m) above: on the day after the notification of the confirmation is received by the beneficiary.

### 50.3.3 Effects

The beneficiary must — within 60 days from when termination takes effect — submit:

- (i) a periodic report (for the last open reporting period until termination; see Article 20.3) and
- (ii) a final report (see Article 20.4).

If the Agreement is terminated for breach of the obligation to submit the reports (see Articles 20.8 and 50.3.1(1)) the beneficiary may not submit any reports after termination.

If the Agency does not receive the reports within the deadline (see above), only costs which are included in an approved periodic report will be taken into account.

The Agency will **calculate** the final grant amount (see Article 5.3) and the balance (see Article 21.4) on the basis of the reports submitted. Only costs incurred until termination takes effect are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

This does not affect the Agency's right to reduce the grant (see Article 43) or to impose administrative and financial penalties (Article 45).

The beneficiary may not claim damages due to termination by the Agency (see Article 46).

After termination, the beneficiary's obligations (in particular Articles 20, 22, 23, Section 3 of Chapter 4, 36, 37, 38 and 40) continue to apply.



## **SECTION 4 FORCE MAJEURE**

### **ARTICLE 51 — FORCE MAJEURE**

‘Force majeure’ means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties’ control,
- was not due to error or negligence on their part (or on the part of a partner organisation), and
- proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as force majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
- labour disputes or strikes, or
- financial difficulties.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

The party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

## **CHAPTER 7 FINAL PROVISIONS**

### **ARTICLE 52 — COMMUNICATION BETWEEN THE PARTIES**

#### **52.1 Form and means of communication**

Communication under the Agreement (information, requests, submissions, ‘formal notifications’, etc.) must:

- be made in writing and
- bear the number of the Agreement.

**Until the payment of the balance:** all communication must be made through the electronic exchange system and using the forms and templates provided there.

**After the payment of the balance:** formal notifications must be made by registered post with proof of delivery ('formal notification on paper').

Communications in the electronic exchange system must be made by persons authorised according to the 'Terms and Conditions of Use of the electronic exchange system'. For naming the authorised persons, the beneficiary must have designated — before the signature of this Agreement — a 'Legal Entity Appointed Representative (LEAR)'. The role and tasks of the LEAR are stipulated in his/her appointment letter (see Terms and Conditions of Use of the electronic exchange system).

If the electronic exchange system is temporarily unavailable, instructions will be given on the Agency and Commission websites.

## 52.2 Date of communication

**Communications** are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the electronic exchange system).

**Formal notifications** through the **electronic** exchange system are considered to have been made when they are received by the receiving party (i.e. on the date and time of acceptance by the receiving party, as indicated by the time stamp). A formal notification that has not been accepted within 10 days after sending is considered to have been accepted.

Formal notifications **on paper** sent by **registered post** with proof of delivery (only after the payment of the balance) are considered to have been made on either:

- the delivery date registered by the postal service or
- the deadline for collection at the post office.

If the electronic exchange system is temporarily unavailable, the sending party cannot be considered in breach of its obligation to send a communication within a specified deadline.

## 52.3 Addresses for communication

The **electronic** exchange system must be accessed via the following URL:

[insert URL]

The Agency will formally notify the beneficiary in advance any changes to this URL.

**Formal notifications on paper** (only after the payment of the balance) addressed **to the [Agency]** must be sent to the following address:

[European Commission][name of the Agency]  
[Directorate-General][Department] [complete]  
[Directorate [complete]]  
Unit [complete]

[Post code, town and country]

Formal notifications on paper (only after the payment of the balance) addressed **to the beneficiary** must be sent to its legal address as specified in the ‘Beneficiary Register’.

## **ARTICLE 53 — INTERPRETATION OF THE AGREEMENT**

### **53.1 Precedence of the Terms and Conditions over the Annexes**

The provisions in the Terms and Conditions of the Agreement take precedence over its Annexes.

Annex 2 takes precedence over Annex 1.

### **53.2 Privileges and immunities**

*[OPTION for all international organisations: Nothing in the Agreement may be interpreted as a waiver of any privileges or immunities accorded to the beneficiary by its constituent documents or international law.]*

*[OPTION: Not applicable]*

## **ARTICLE 54 — CALCULATION OF PERIODS, DATES AND DEADLINES**

In accordance with Regulation No 1182/71<sup>19</sup>, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

The day during which that event occurs is not considered as falling within the period.

## **ARTICLE 55 — AMENDMENTS TO THE AGREEMENT**

### **55.1 Conditions**

The Agreement may be amended, unless the amendment entails changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

Amendments may be requested by any of the parties.

### **55.2 Procedure**

The party requesting an amendment must submit a request for amendment signed in the electronic exchange system (see Article 52).

The request for amendment must include:

- the reasons why;

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<sup>19</sup> Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8.6.1971, p. 1).

- the appropriate supporting documents, and

The Agency may request additional information.

If the party receiving the request agrees, it must sign the amendment in the electronic exchange system within 45 days of receiving notification (or any additional information the Agency has requested). If it does not agree, it must formally notify its disagreement within the same deadline. The deadline may be extended, if necessary for the assessment of the request. If no notification is received within the deadline, the request is considered to have been rejected.

An amendment **enters into force** on the day of the signature of the receiving party.

An amendment **takes effect** on the date agreed by the parties or, in the absence of such an agreement, on the date on which the amendment enters into force.

## ARTICLE 56 — ACCESSION TO THE AGREEMENT

Not applicable

## ARTICLE 57 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

### 57.1 Applicable law

*[OPTION by default: The Agreement is governed by the applicable EU law, supplemented, if necessary by the law of Belgium.]*

*[OPTION for international organisations that do not accept application of Union law: Not applicable.]*

*[OPTION for international organisations that accept application of Union law but not Belgium law: The Agreement is governed by the applicable EU law, supplemented if necessary by the law of [insert name of a Member State or an EFTA country] [and, where appropriate, by the general principles governing the law of international organisations and the rules of general international law].]*

### 57.2 Dispute settlement

*[OPTION by default: If a dispute concerning the interpretation, application or validity of the Agreement cannot be settled amicably, the General Court — or, on appeal, the Court of Justice of the European Union — has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU).]*

*[OPTION if the beneficiary is a non-EU beneficiary (except if the beneficiary is established in an associated country with an association agreement to Horizon 2020 that stipulates sole jurisdiction of the European Court of Justice): If a dispute concerning the interpretation, application or validity of the Agreement cannot be settled amicably, the competent Belgian courts have sole jurisdiction.]*

*[OPTION if the beneficiary is an international organisation: Disputes between the beneficiary and the Agency relating to the Agreement must — if they cannot be settled amicably — will be referred to arbitration.*

*Each party must formally notify to the other party its intention of resorting to arbitration and the identity of the arbitrator.*

*The Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of entry into force of the Agreement will apply.*

*The appointing authority will be the Secretary-General of the Permanent Court of Arbitration following a written request submitted by either party.*

*The arbitration proceedings must take place in Brussels and the language used in the arbitral proceedings will be English.*

*The arbitral award will be binding on all parties and will not be subject to appeal.]*

If a dispute concerns administrative or financial penalties, offsetting or an enforceable decision under Article 299 TFEU (see Articles 44, 45 and 46), the beneficiary must bring action before the General Court — or, on appeal, the Court of Justice of the European Union — under Article 263 TFEU. Actions against enforceable decisions must be brought against the Commission (not against the Agency).

## **ARTICLE 58 — ENTRY INTO FORCE OF THE AGREEMENT**

The Agreement will enter into force on the day of signature by the Agency or the beneficiary, depending on which is later.

### **SIGNATURES**

For the beneficiary

[function/forename/surname]

[electronic signature]

Done in [English] on [electronic time stamp]

For the Agency

[forename/surname]

[electronic signature]

Done in [English] on [electronic time stamp]

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**MODEL ANNEX 2 FOR H2020 MSC-COFUND — MONO**

**ESTIMATED BUDGET FOR THE ACTION**

| Number of units (person-months) | A.1 Costs for researchers in programmes implemented by the beneficiary | A.2 Costs of providing financial support to costs for researchers in programmes implemented by a partner organisation |
|---------------------------------|--|---|
| Employment                      |  |   |
| Fixed amount fellowship         |  |   |

| Estimated eligible <sup>1</sup> costs (per budget category)   |  |                        |                      | EU contribution |                      |                                      |                                   |
|---|--|------------------------|----------------------|-----------------|----------------------|--------------------------------------|-----------------------------------|
| A. Costs for researchers  |  | B. Institutional costs |                      | Total costs     | Reimbursement rate % | Maximum EU contribution <sup>2</sup> | Maximum grant amount <sup>3</sup> |
| A.1 Costs for researchers in programmes implemented by the beneficiary  |  |                        |                      |                 |                      |                                      |                                   |
| A.2 Costs of providing financial support to costs for researchers in programmes implemented by a partner organisation |  |                        |                      |                 |                      |                                      |                                   |
| Form of costs <sup>4</sup>  |  |                        |                      | Unit            |                      |                                      |                                   |
|   |  | Costs per unit         | Total a <sup>5</sup> | Costs per unit  | Total b <sup>5</sup> | c = a+b                              | d                                 |
|   |  |                        |                      |                 |                      | e                                    | f                                 |
|   |  |                        |                      |                 |                      |                                      |                                   |
|   |  |                        |                      |                 |                      |                                      |                                   |

<sup>1</sup> See Article 6 for the eligibility conditions

<sup>2</sup> This is the *theoretical* amount of EU contribution that the system calculates automatically (by multiplying all the budgeted costs by the reimbursement rate). This *theoretical* amount is capped by the 'maximum grant amount' (that the Commission/Agency decided to grant for the action) (see Article 5.1).

<sup>3</sup> The 'maximum grant amount' is the maximum grant amount decided by the Commission/Agency. It normally corresponds to the requested grant, but may be lower.

<sup>4</sup> See Article 5 for forms of costs

<sup>5</sup> Total = costs per unit x number of units (person-months)

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MODEL ANNEX 4 FOR H2020 MSC-COFUND — MONO

FINANCIAL STATEMENT FOR BENEFICIARY [name] FOR REPORTING PERIOD [reporting period]

|                                 |  |   | A. Costs for researchers (living allowance)   |                      | B. Institutional costs |                      | Total costs | Reimbursement rate % | Maximum EU contribution | Requested EU contribution |   |   |
|---------------------------------|--|---|---|----------------------|------------------------|----------------------|-------------|----------------------|-------------------------|---------------------------|---|---|
|                                 |  |   | A.1 Costs for researchers in programmes implemented by the beneficiary  |                      |                        |                      |             |                      |                         |                           |   |   |
|                                 |  |   | A.2 Costs of providing financial support to costs for researchers in programmes implemented by a partner organisation |                      |                        |                      |             |                      |                         |                           |   |   |
| Number of units (person-months) | A.1 Costs for researchers in programmes implemented by the beneficiary | A.2 Costs of providing financial support to costs for researchers in programmes implemented by a partner organisation | Form of costs <sup>2</sup>  |                      | Unit                   |                      | Unit        |                      | c = a+b                 | d                         | e | f |
|                                 |  |   | Costs per unit  | Total a <sup>3</sup> | Costs per unit         | Total b <sup>3</sup> |             |                      |                         |                           |   |   |
| Employment                      |  |   |   |                      |                        |                      |             |                      |                         |                           |   |   |
| Fixed amount fellowship         |  |   |   |                      |                        |                      |             |                      |                         |                           |   |   |

|   |  |
|---|--|
| <b>Checkbox for researchers recruited under an employment contract:</b>             | I confirm that the total remuneration costs for each researcher per month are equal to or higher than EUR [ <sup>4</sup> ] |
| <b>Checkbox for researchers recruited under a fixed-amount fellowship agreement</b> | I confirm that the total costs of each fixed-amount fellowship per month are equal to or higher than EUR [ <sup>5</sup> ]  |

**The beneficiary hereby confirms that:**  
 The information provided is complete, reliable and true.  
 The costs declared are eligible (see Article 6).  
 The costs can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 17, 18 and 22).

① Please declare all your person-months, even if you exceed the estimated budget (see Annex 2). Only person-months that were declared in your individual financial statements can be taken into account lateron, in order to replace other costs that are found to be ineligible.

<sup>1</sup> See Article 6 for the eligibility conditions  
<sup>2</sup> See Article 5 for the forms of costs  
<sup>3</sup> Total = Costs per unit x Number of units (person-months)  
<sup>4</sup> DP: 2597,00; FP: 3675,00  
<sup>5</sup> DP: 1298,50; FP: 1837,50