



# Management obligations deriving from GA and CA

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The EU Framework Programme  
for Research and Innovation

# HORIZON 2020



H2020 General Model Grant Agreement — Multi  
(H2020 General MGA — Multi)

Version 2.1  
1 October 2015

Core Text with  
general obligations  
and duties

provisions that  
legally binding

Annex I: DoW (proposal)



19 National  
Contact Points

Grant Agreement number: [insert number] [insert acronym] [insert call identifier]

H2020 Model Grant Agreements: H2020 General MGA — M

The Agreement is composed of:

Terms and Conditions

Annex 1 Description of the action

Annex 2 Estimated budget for the action

*[OPTION if one of the unit costs applies: 2a Addition  
estimated budget]*

Annex 3 Accession Forms

*[OPTION to be used if Article 14 applies and if joint an  
been requested by the [Commission][Agency]: 3a Dec  
several liability of linked third parties]*

*[OPTION if the JRC participates: 3b Administrative Arra.*

Annex 4 Model for the financial statements

Annex 5 Model for the certificate on the financial statements

Annex 6 Model for the certificate on the methodology

# Management obligations GA

## 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 beneficiaries 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 a 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.

# Roles and responsibility GA

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

### **41.1 Roles and responsibilities towards the *[Commission]**[Agency]***

The **beneficiaries have full responsibility** for implementing the action and complying with the Agreement.

The **beneficiaries are jointly and severally liable** for the **technical implementation** of the action as described in Annex 1. If a beneficiary fails to implement its part of the action, the **other beneficiaries become responsible for implementing this part** (without being entitled to any additional EU funding for doing so), unless the *[Commission]**[Agency]* expressly relieves them of this obligation.

The **financial responsibility** of each beneficiary is governed by Articles 44, 45 and 46.

# Beneficiary obligations GA

## 41.2 Internal division of roles and responsibilities

The internal roles and responsibilities of the beneficiaries are divided as follows:

- (a) Each **beneficiary** must:
- (i) keep information stored in the 'Beneficiary Register' (via the electronic exchange system) up to date (see Article 17);
  - (ii) **inform the coordinator immediately of any events or circumstances** likely to affect significantly or delay the implementation of the action (see Article 17);
  - (iii) submit to the coordinator in good time:
    - **individual financial statements** for itself [*and its linked third parties*] and, if required, **certificates on the financial statements** (see Article 20);
    - the **data needed** to draw up the **technical reports** (see Article 20);
    - ethics committee opinions and notifications or authorisations for activities raising ethical issues (see Article 34);
    - any other documents or information required by the [*Agency or the*] Commission under the Agreement, unless the Agreement requires the beneficiary to submit this information directly to the [*Agency or the*] Commission.

# Coordinator obligations GA

(b) The **coordinator** must:

- (i) **monitor** that the action is **implemented properly** (see Article 7);
- (ii) act as the **intermediary for all communications** between the beneficiaries and the *[Commission][Agency]* (in particular, providing the *[Commission][Agency]* with the information described in Article 17), unless the Agreement specifies otherwise;
- (iii) **request and review any documents or information** required by the *[Commission][Agency]* and verify their **completeness and correctness** before passing them on to the *[Commission][Agency]*;
- (iv) **submit the deliverables and reports** to the *[Commission][Agency]* (see Articles 19 and 20);
- (v) ensure that **all payments are made to the other beneficiaries without unjustified delay** (see Article 21);
- (vi) inform the *[Commission][Agency]* of the amounts paid to each beneficiary, when required under the Agreement (see Articles 44 and 50) or requested by the *[Commission][Agency]*.

Each  
beneficiary  
remains  
responsible  
for  
declared  
costs

The coordinator **may not delegate or subcontract the above-mentioned tasks** to any other beneficiary or third party (including linked third parties).

# Management obligations GA

## 3. Implementation

### 3.1 Work plan — Work packages, deliverables

### 3.2 Management structure, milestones and procedures

- Describe the organisational structure and the decision-making ( including milestones (table 3.2a))
- Explain why the organisational structure and decision-making mechanisms are appropriate to the complexity and scale of the project.
- Describe, where relevant, how effective innovation management will be addressed in the management structure and work plan.

**⚠** *Innovation management is a process which requires an understanding of both market and technical problems, with a goal of successfully implementing appropriate creative ideas. A new or improved product, service or process is its typical output. It also allows a consortium to respond to an external or internal opportunity.*

- Describe any critical risks, relating to project implementation, that the stated project's objectives may not be achieved. Detail any risk mitigation measures. Please provide a table with critical risks identified and mitigating actions (table 3.2b)

Be aware: proposal part B became Annex I GA!

**CA provisions can not be contrary to Annex I GA**

# Management obligations CA

## 41.3 Internal arrangements between beneficiaries — Consortium agreement

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

- *internal organisation of the consortium;*
- *management of access to the electronic exchange system;*
- *distribution of EU funding;*



# Management obligations CA



Poor work / not implementing tasks properly?



## 4.2 Breach

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the General Assembly may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

# Management obligations CA



Consequences?



## “Defaulting Party”

Defaulting Party means a Party which the General Assembly has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

# Consequences defaulting party?

- ✓ CA 6.2.3.3 may not vote
- ✓ CA 6.2.4.5 has no veto
- ✓ CA 7.1.4 shall ...bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks
- ✓ CA 7.3.2 The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is entitled to withhold payments to a Party only when this is agreed with the Funding Authority.
- ✓ CA 9.7.2.1.1 Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately

# Internal management

What is required from the project management?

## Advice

- ✓ Internal rules should be **clear and understandable** by all partners
- ✓ Allocate **important roles** in the management structure only to **dedicated and responsive partners**
- ✓ Find **straightforward** and **efficient decision making structures**
- ✓ The rules for **decision-making** should differ with regard to the level of **importance of the matter**

# Internal management

What is required from the project management?

## Advice

- ✓ **Continuous documentation** of the project's activities significantly facilitates your reporting
- ✓ For internal reporting (if applicable) = coordinator is expected to define the **general structure and related procedures** at the **beginning of the project**.

# LINKS

- DESCA 2020:  
<http://www.desca-2020.eu/>
- MCARD-2020:  
<http://www.digitaleurope.org/Services/H2020ModelConsortiumAgreement.aspx>
- EUCAR:  
[http://www.eucar.be/publications/EUCAR\\_Model\\_Projects\\_Consortium\\_Agreement/at\\_download/file](http://www.eucar.be/publications/EUCAR_Model_Projects_Consortium_Agreement/at_download/file)
- Legal NCPs  
[http://ec.europa.eu/research/participants/portal/desktop/en/support/national\\_contact\\_points.html](http://ec.europa.eu/research/participants/portal/desktop/en/support/national_contact_points.html)

# Keep in mind ...

- ✓ Implementation in compliance with GA
- ✓ Be aware of coordinator GA obligations
- ✓ Each beneficiary remains responsible for declared costs
- ✓ Management obligations = CA can not be contrary
- ✓ Ensure good internal management

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