

# NEW MODEL GRANT AGREEMENT FOR LUMP SUM ACTIONS

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Legal Officer



## THE GRANT AGREEMENT

(a contractual document signed with the “granting authority” that defines your rights, your obligations and your maximum grant amount.



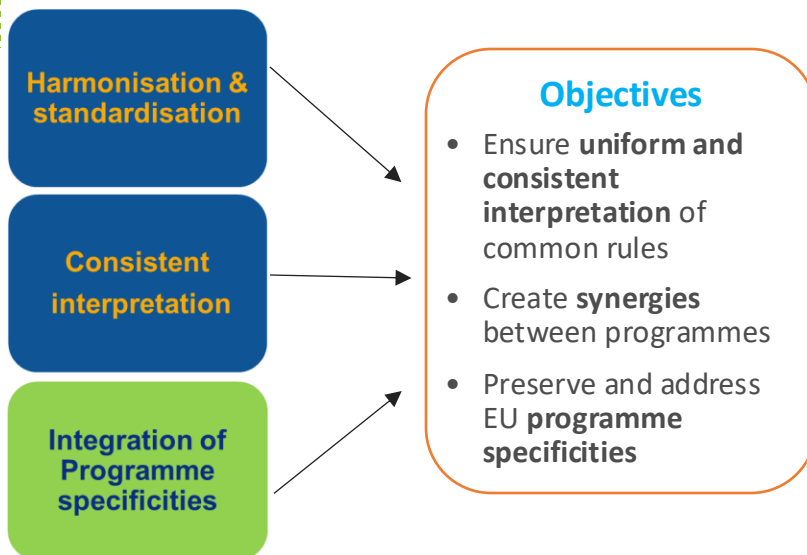
### e-GRANT

- **Fully electronic** - This is from the signature of the grant until its end
- All actions and communications will flow via the **Funding & Tenders Portal** (‘the Portal’)



### CORPORATE STRUCTURE

- Based on a **Commission-wide model** (so-called ‘**Corporate Model Grant Agreement**’)

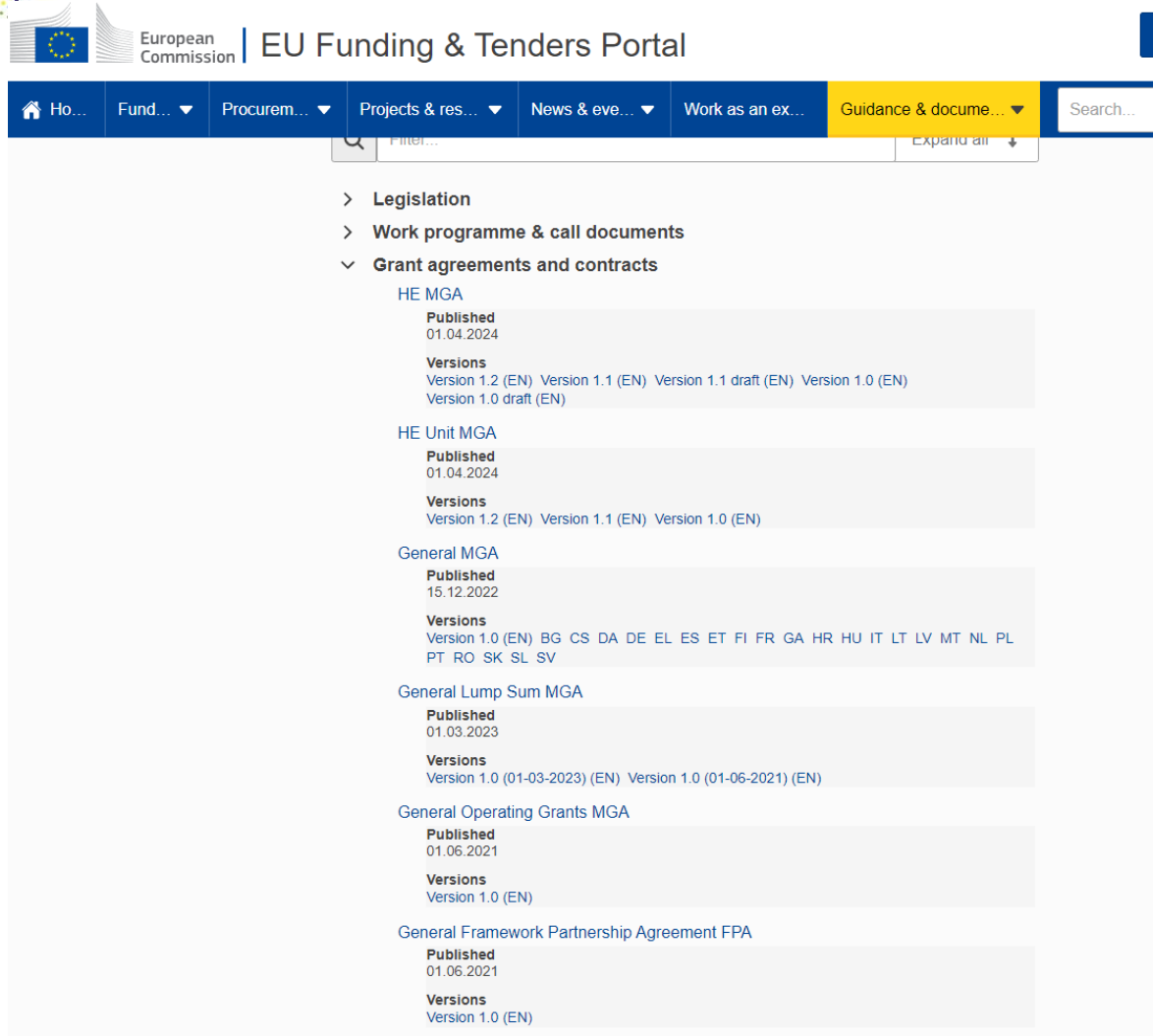


### SPECIFIC ANNEX 5

Some important Horizon Europe specific rights and obligations are part of this Annex 5, like:

- **Security**
- **Ethics**
- **Values (i.e. gender mainstreaming)**
- **IPR**
- **Communication & Dissemination**
- **Open Science**
- **Visibility etc**

# WHERE TO FIND THE NEW MODEL GRANT AGREEMENT



European Commission | EU Funding & Tenders Portal

Home Fund... Procurem... Projects & res... News & eve... Work as an ex... Guidance & docume... Search...

Filter... Expand all

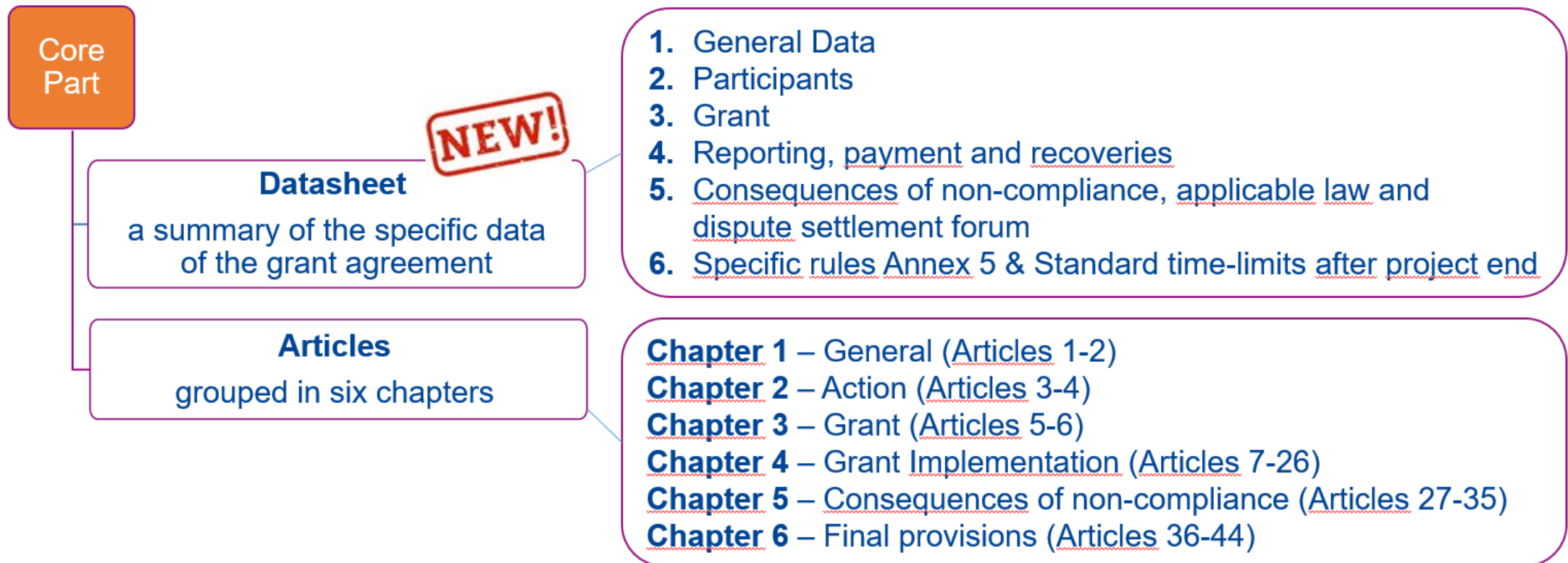
- > Legislation
- > Work programme & call documents
- > Grant agreements and contracts
  - HE MGA
    - Published: 01.04.2024
    - Versions: Version 1.2 (EN) Version 1.1 (EN) Version 1.1 draft (EN) Version 1.0 (EN) Version 1.0 draft (EN)
  - HE Unit MGA
    - Published: 01.04.2024
    - Versions: Version 1.2 (EN) Version 1.1 (EN) Version 1.0 (EN)
  - General MGA
    - Published: 15.12.2022
    - Versions: Version 1.0 (EN) BG CS DA DE EL ES ET FI FR GA HR HU IT LT LV MT NL PL PT RO SK SL SV
  - General Lump Sum MGA
    - Published: 01.03.2023
    - Versions: Version 1.0 (01-03-2023) (EN) Version 1.0 (01-06-2021) (EN)
  - General Operating Grants MGA
    - Published: 01.06.2021
    - Versions: Version 1.0 (EN)
  - General Framework Partnership Agreement FPA
    - Published: 01.06.2021
    - Versions: Version 1.0 (EN)

The grant is an action grant

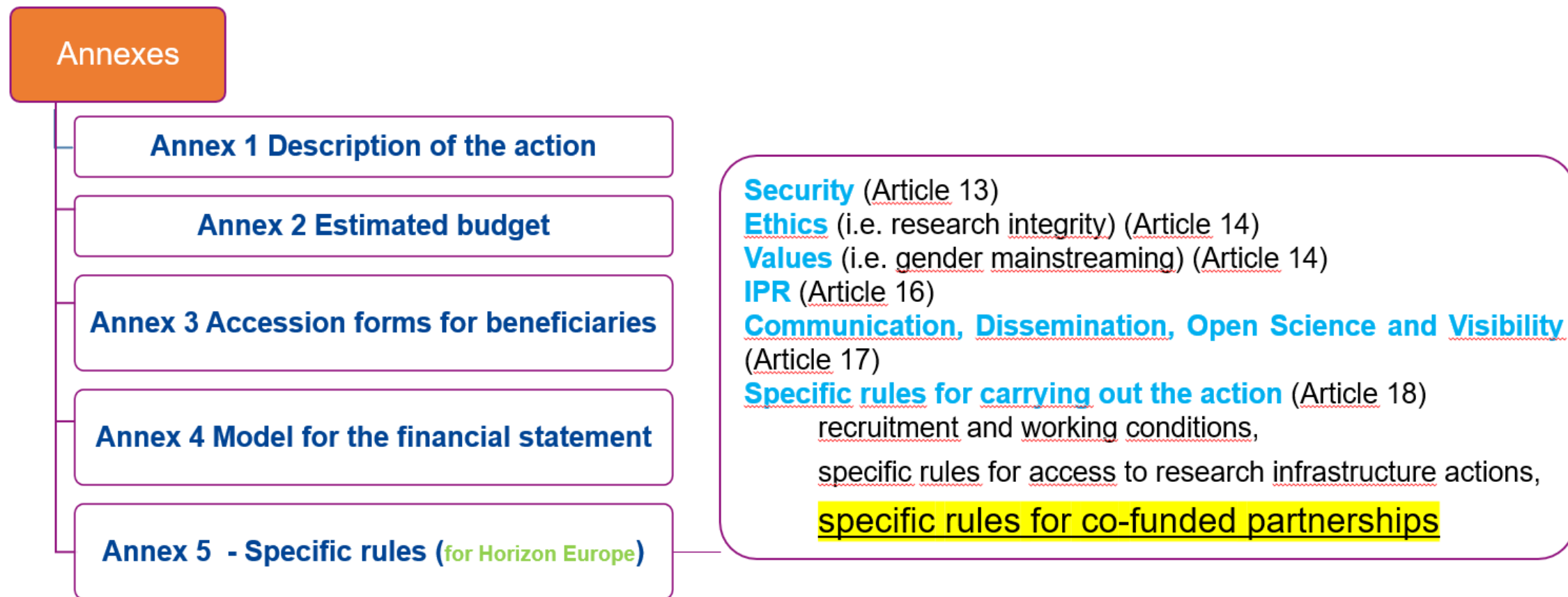
(=an EU grant to finance “an action intended to help achieve a Union policy objective”)

which takes the form of a lump sum grant for the completion of work packages.

# SAME GRANT STRUCTURE



# STRUCTURE – ANNEXES TO THE GRANT



# HOW CAN I PARTICIPATE IN THE GRANT AGREEMENT?

## TYPES OF PARTICIPATION:

1. BENEFICIARY
2. COORDINATOR
3. AFFILIATED ENTITY
4. SUBCONTRACTOR
5. ASSOCIATED PARTNER
6. THIRD PARTY PROVIDING CONTRIBUTIONS

# COORDINATORS

- Directly **sign** the Grant Agreement
- Central **contact point** for the granting authority
- **Represents** the consortium (towards the granting authority)
- Obligations
  - ❖ **monitor** that the action is implemented properly
  - ❖ **act as intermediary** for all communications:
    - request and review any documents before passing them to the granting authority
    - submit the deliverables and reports to the granting authority
    - inform the granting authority about the payments made to the other beneficiaries
  - ❖ **distribute the payments** received from the GA to the other beneficiaries without unjustified delay

MAY NOT **delegate or subcontract** key tasks  
**EXCEPT** COO who are public bodies entities with **authorisation to administer**

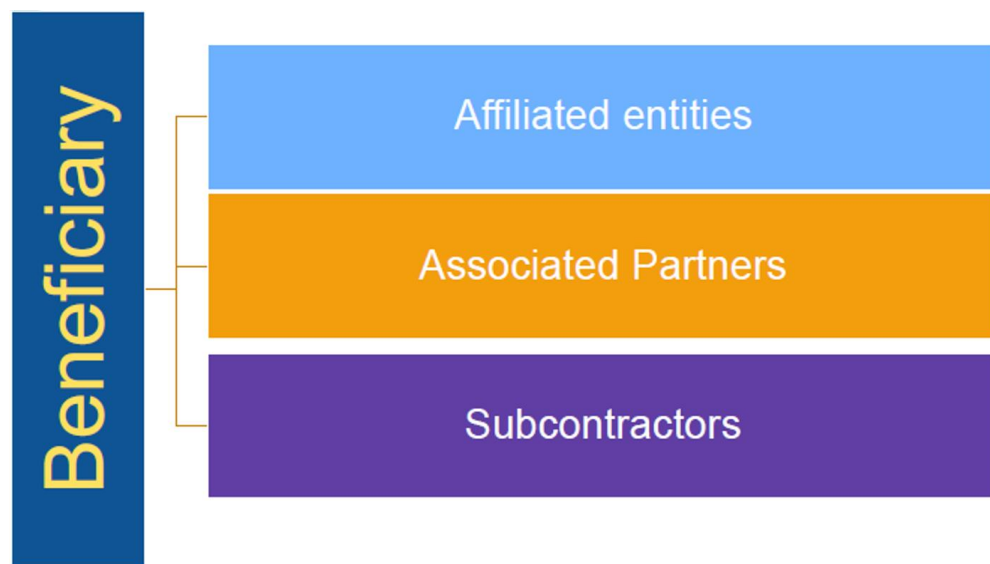


# BENEFICIARIES

- Signatories to the grant agreement → [Accession form](#)
- Fully [responsible](#) towards the granting authority for implementing the action and complying with all its obligation
- [Jointly](#) responsible for [the technical](#) implementation
- Must have the appropriate [resources](#)
- Must [remain eligible](#) under HE for the entire duration
- Obligations:
  - [submit](#) to the coordinator in good time: [technical reports \( periodic + final\), deliverables](#)
    - Note: under Lump sum actions, the periodic reports contain a **consolidated financial statement** for the consortium on the lump sum contributions, for those WP that were completed during the reporting period)
  - inform the granting authority (and beneficiaries) of any events likely to affect or delay the action
  - The beneficiaries must keep — at all times, during the action or afterwards — their [information](#) stored in the [Portal Participant Register up to date,](#) in particular, their name, address, legal representatives, legal form and organisation type. (article 19.2)



## THIRD PARTIES CARRYING OUT WORK IN THE ACTION



1. **Affiliated entities:** same conditions for participation and funding as beneficiaries; declare costs for implementing action tasks;
2. **Associated Partners:** implement action tasks but their costs are not reimbursed under the action ; as budget is not in Annex 2, **please insert budget costs of AP under Part B** (Annex 1 – Description of Action), next to subcontracting
3. **Subcontractors:** implement tasks (parts of the action); estimation of costs and task must be included in Annex1 (Part B) and under the budget that will become Annex 2

# OTHER OBLIGATIONS

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1. Signature of a [Consortium Agreement](#) ( between consortium partners)
2. For the entire duration of the project: you must ensure that eligibility criteria is complied with [at all times](#), including the Specific Conditions of your topic
3. [No negotiation](#) during the GAP
4. For all topics : Clean Hydrogen JU shall have [the right to object to transfers of ownership](#) of results, or to grants of an exclusive license regarding results, if: *the beneficiaries have received funding; it is to an entity established outside the EU; the transfer is not in line with EU interests.*

# OTHER OBLIGATIONS

5. For some topics, the optional [article on \*Full Capitalised Costs\* applies](#) (meaning costs incurred in the purchase or development of equipment, recorded under a fixed asset account of the beneficiary, in compliance with international accounting standards and the beneficiary's usual cost accounting practices).

This applies for [specifically listed equipment](#) for the following topics:

Exceptional declaration of full capitalised costs
<i>HORIZON-JTI-CLEANH2-2024-01-05</i>
<i>HORIZON-JTI-CLEANH2-2024-02-03</i>
<i>HORIZON-JTI-CLEANH2-2024-02-04</i>
<i>HORIZON-JTI-CLEANH2-2024-02-05</i>
<i>HORIZON-JTI-CLEANH2-2024-03-04</i>
<i>HORIZON-JTI-CLEANH2-2024-04-01</i>
<i>HORIZON-JTI-CLEANH2-2024-06-01</i>
<i>HORIZON-JTI-CLEANH2-2024-06-02</i>

# OTHER OBLIGATIONS

6. For all topics, an additional [obligation regarding subcontracting](#) has been introduced, namely that subcontracted work may only be performed in target countries set out in the call conditions.

The beneficiaries must ensure that the subcontracted work is performed in the countries set out in the call conditions.

The target countries are all [Member States of the European Union and all Associated Countries](#).

7. All topics included in the Call 2024 are expected to contribute to [EU competitiveness and EU industrial leadership](#) by supporting a European value chain for hydrogen and fuel cell systems and components.

# OTHER OBLIGATIONS

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## Common elements applicable to all topics in the Call for proposals 2024 – considerations at GAP

1. All topics included in the Call 2024 are expected to contribute to [EU competitiveness and EU industrial leadership](#) by supporting a European value chain for hydrogen and fuel cell systems and components.
2. Contribution to the monitoring framework of the Clean Hydrogen JU:  
For the purpose of monitoring technology progress against state-of-art, but also to identify how each of the projects contributes to the Clean Hydrogen JU targets, objectives and indicators described in the SRIA, supported projects will be required to [report on an annual basis](#) in a secure online data collection platform.

# Intellectual property rights

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Reference: Article 16 + Annex 5 of the MGA setting Specific Rules

## Ownership

Results are owned by the beneficiaries that generate them. ( joint ownership is provided for also if two or more beneficiaries own results jointly which cannot be separated).

## Protection of results

Beneficiaries which have received funding under the grant must adequately protect their results — for an appropriate period and with appropriate territorial coverage — if protection is possible and justified.

## Exploitation of results

Beneficiaries which have received funding under the grant must — up to four years after the end of the action (see Data Sheet, Point 1) — use their best efforts to exploit their results directly or to have them exploited indirectly by another entity

# Intellectual property rights

## Access rights to results and background

### 1. For implementing the action:

Exploitation of results Beneficiaries which have received funding under the grant must — up to four years after the end of the action (see Data Sheet, Point 1) — use their best efforts to exploit their results directly or to have them exploited indirectly by another entity

### 2. For exploiting the results:

The beneficiaries must grant each other access — under fair and reasonable conditions — to results needed for exploiting their results

### 3. For the granting authority, EU institutions, bodies, offices for policy purposes:

In Horizon Europe actions, the beneficiaries which have received funding under the grant must grant access to their results — on a royalty-free basis — to the granting authority, EU institutions, bodies, offices or agencies for developing, implementing and monitoring EU policies or programmes. Such access rights do not extend to beneficiaries' background. Such access rights are limited to non-commercial and non-competitive use



- From open access to **open science**
- Open science evaluated under **excellence (not impact)**
- **MUST maintain enough IPR** to meet open access requirements to publications
- **Immediate** open access (=no embargo)
- Only publication fees in **full open access** venues are reimbursable (=no hybrids)
- Research data management (including **data management plans**) **mandatory** for all projects generating and/or reusing data
- **Technical requirements** for open access (in metadata and licenses)
- Requirement for **validation of publications** and validation/reuse of data

# POST-GRANT PROVISIONS

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1. **Dissemination & Exploitation of results:** up to 4 years after the end of the action (The last version of the plan before the end of the project must include the dissemination and exploitation activities that the beneficiaries plan to implement in a period up to 4 years after the end the project)

Annex 5: “Unless excluded by the call conditions, the beneficiaries must provide and regularly update a plan for the exploitation and dissemination of results including communication activities.”

1. **Access rights to results:** requests for access must be made —unless agreed otherwise in writing —up to one year after the end of the action

Ensure allocation of resources! Cover for staff effort, costs, etc.

# Find more info at:

1. **Funding and Tenders Opportunities Portal**, under section “[Reference Documents](#)”: see in particular the Lump Sum **MGA**, the **AGA**, the **Grant Agreement Preparation templates** and the **Guidance**:

2. More on the legal aspects:

“**Legal and Financial Aspects**” presentation:

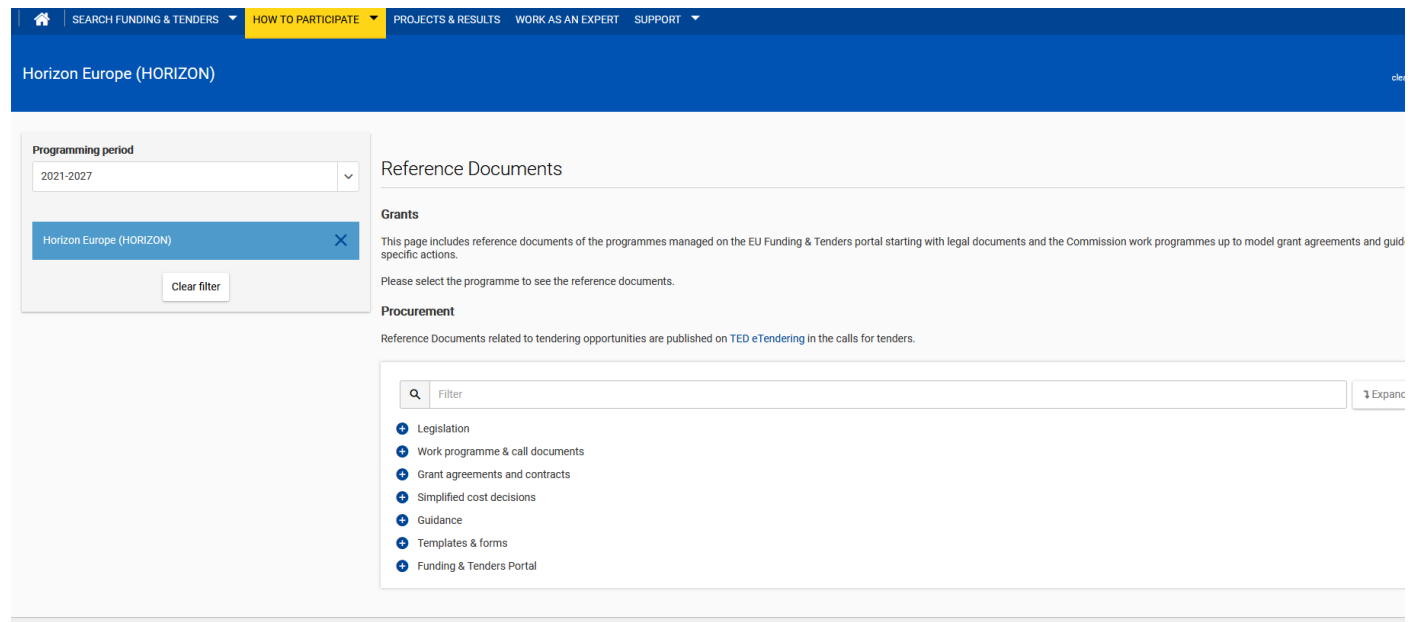
<https://ec.europa.eu/research/participants/docs/h2020-funding-guide/other/event230202.htm>

❖ **National Contact Points**

<https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/support/ncp>

❖ **Research Enquiry Service**

[https://research-and-innovation.ec.europa.eu/contact-us/research-enquiry-service\\_en](https://research-and-innovation.ec.europa.eu/contact-us/research-enquiry-service_en)



# Thank you.

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For further information

<https://www.clean-hydrogen.europa.eu/>

