



# Introduction to the Legal Provisions Model Grant Agreement (MGA)

Connecting Europe Facility

2021-2027

Nadine Kopietz, Legal Adviser

# What is the grant agreement & what does it include?

 The grant agreement is the contractual document signed with CINEA defining



## YOUR RIGHTS

*e.g.:*

- **To receive EU funding**, under the terms and conditions defined in the grant agreement, to help you to accomplish your project
- **To own the results** of the project that you have generated
- **To ask for amendments** of the grant agreement (if something needs to be changed)



## YOUR OBLIGATIONS

*e.g.:*

- **To implement the project** as planned in the description of the action (Annex 1 to the grant agreement)
- **Submit reports** at the time and for the periods defined in the grant agreement
- **Display the EU emblem and reference to EU funding** (e.g. information material, equipment funded by the grant);



## HOW MUCH MONEY YOU CAN GET

*Overall, the Agency can never pay **more than the maximum grant amount** fixed in the grant agreement.*

***But it may pay less;** e.g. if the project costs at the end are less than budgeted*

# How does the CEF grant agreement look like?



## e-GRANT

The CEF grant agreement and its management are **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

The CEF grant agreement is based on a **Commission-wide model** (so-called '**Corporate Model Grant Agreement**') structured in a core part and several Annexes.



## SPECIFIC ANNEX 5

Some important CEF specific rights and obligations are part of Annex 5, i.e.:

- Security - Article 13 -
- Intellectual property rights (IPR) - Article 16
- Additional communication and dissemination activities - Article 17
- MS information and Durability - Article 18

# How can you participate in the grant agreement?



# What does it mean if you participate as ...?

## Beneficiary

### Article 7 GA

- Signs the Agreement and has all the rights and obligations
- If several beneficiaries, **it is mandatory to designate a coordinator.**
- The beneficiaries which are not coordinator must accede to the grant by **signing the accession form (see Annex 3)** directly in the Portal, within 30 days after the entry into force of the Agreement

To set-up a consortium is recommended

## Affiliated entity

### Article 8 GA

- Must implement the action tasks attributed to them in Annex I and can declare costs under the same conditions as the beneficiaries
- Must 'a link with the beneficiary, in particular a legal or capital link' (Article 187 (1)(b) of the EU FR)
- Must satisfy the eligibility criteria and do not fall in one of the exclusion criteria.
- The beneficiaries must ensure that **all their obligations** under the GA also apply to their affiliated entities

# What does it mean if you participate as ...?

## Associated Partner

### Article 9.1 GA

- Must implement the action tasks attributed to them in Annex 1;
- May not charge costs to the action and the costs for their tasks are not eligible (may not be included in the estimated budget in Annex 2).
- The beneficiaries must ensure that the obligations listed in Article 9.1 apply to the associated partners
- Associated partners may be linked to a beneficiary or to the consortium

## Subcontractor

### Article 9.3 GA

- May participate in the action, if necessary for the implementation;
- Must to properly implement the action
- The eligible cost is the price charged to the beneficiary (usually containing a profit margin for the subcontractors, but not for the beneficiary). The costs will be included in the estimated budget in Annex 2)

# What does it mean subcontracting?

- Subcontracts concern the **implementation of action tasks**, i.e. parts of the project/project tasks that have been outsourced
- Subcontracting may cover only a **limited part** of the action
- The beneficiaries have a **contractual link** with subcontractors, with the object to buy something or subcontract action tasks
- The **price** for the subcontracts will be declared as 'Subcontracting costs' in the financial statement
- The beneficiary must award the contracts and subcontracts in compliance with **sound financial management principles**: meaning best value for money (or lowest price) or public procurement rules if applicable, and absence of conflict of interests

# Internal roles and responsibilities of the beneficiaries

## Role of the coordinator

- Monitor that the action is implemented properly
- Acts as the intermediary for all communications:
  - Submit the pre-financing guarantees;
  - Request and review any documents required and verify the quality and completeness;
  - Submit the deliverables and reports to CINEA,
  - Inform CINEA about the payments made
- Distribute the payments received to the other beneficiaries without unjustified delay

## Responsability of each beneficiary

- Keep information stored in the **Portal Participant Register** up to date ( Article 19)
- Inform CINEA (& the other beneficiaries) **immediately** of any events/circumstances likely to affect significantly/delay the implementation of the action
- **Submit to the coordinator in good time** the pre-financing guarantee; financial statement, CFS; the contribution to the deliverables and technical reports; any other documents and information required by CINEA
- **Submit via the Portal** data and information related to the participation of their affiliated entities

# What are the payments arrangements?

Call text - Article 22 GA - Datasheet point 4.2

**All payments will be made to the coordinator**

## 1. Prefinancing payment

- Paid within **30 days** upon the entry into force of the agreement/ receipt of the financial guarantee (if required)

## 2. Interim payments (Interim payment ceiling : **90%** of the maximum grant amount)

- Reimburses the eligible costs claimed for the reporting period and is subject to the approval of the period report
- Paid within **90 days** from receiving the periodic report

## 3. Payment of the balance/ Calculation of the grant amount (no-profit rule)

- Reimburses the remaining part of the eligible costs claimed for the implementation of the action
- Paid within **90 days** from receiving the periodic report

# What are the reporting requirements?

## Article 21 - Datasheet point 4.2

**Reporting Periods** : Action duration is divided into one or more reporting periods, which will serve as basis for reporting requirements

Language of the report : **Language of the Agreement** ( i.e. English)

### **Continuous Reporting** :

- Report on the progress of the action (e.g. **deliverables, milestones**, etc if any), in the Portal Continuous Reporting tool. Standardised deliverables (e.g. progress reports not linked to payments) must be submitted using the templates published on the Portal.

### **Periodic Reports (including for the last reporting period):**

- To be submitted **60 days after the end of the reporting period**;
- Include a technical and financial part ( financial statements, use of resources, CFS if required).

**Member States information (Annex 5):** providing the reports to the Member States that support the action

# Amendment - Article 39 GA

- The party requesting an amendment **must submit a request for amendment** signed directly in the Portal Amendment tool and must include reasons why and the appropriate supporting documents
- Such request should **not** have the purpose or the effect of **making changes which would call into question the award of the grant** or breach the principle of equal treatment of applicants
- Amendment must be signed **within 45 days** of receiving the request or additional information requested - Disagreement must be formally notify within the same deadline
- An amendment **enters into force** on the day of the signature of the receiving party. An amendment **takes effect** on the date of entry into force or other date specified in the amendment.
- The GA may **only be modified while it is in force** and so **before the payment of the balance**. If a modification is requested for exceptional reasons (e.g. change of bank account, etc.) after the completion date of the action and before the payment of the balance, such request must be duly justified by the beneficiary

# Communication, dissemination and visibility

## Article 17 - Annex 5

The beneficiaries must engage in the **communication and dissemination activities** such as:

- Present the project (including project summary, coordinator contact details, list of participants, European flag and funding statement and project results) on the beneficiaries' websites or social media accounts
- Upload the public project results to the CEF Project Results platform, available through the Funding & Tenders Portal.

**Visibility** : the beneficiaries must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate)

# Suspension (Article 31), Termination (Article 32), Reduction of the grant amount ( Article 28)

- Beneficiaries **may suspend the action** in exceptional circumstances that make implementation impossible or excessively difficult. (e.g. force majeure) or **terminate the action** in duly justified cases - **new procedure: via a request for amendment** (see Article 39)
- The Agency **may suspend, terminate the grant agreement** or **reduce the grant amount** for instance for:
  - Substantial errors, irregularities or fraud
  - Serious breach of obligations under the grant agreement or during its award ((including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information)
  - **Additional grounds: due to major delays, the objectives of the action risk to no longer be achieved**

# Thank you

## Disclaimer

This presentation is for information only and does not provide an exhaustive list of contractual obligations of beneficiaries nor of the mechanisms in place for monitoring the co-financed actions. It has no legal value and shall not bind on either the CINEA or the Commission under any circumstances. The terms and conditions of signed grant agreements shall prevail on any different information.