

Institut national de physique nucléaire et de physique des particules



STRONG-2020 The strong interaction at the frontier of knowledge: fundamental research and applications

Legal, administrative and financial management

Mathilde Mossard, Léa Minier ; European Affairs Officers, CNRS Kick-off meeting, SUBATECH Nantes, 23/10/2019



Legal, administrative and financial management

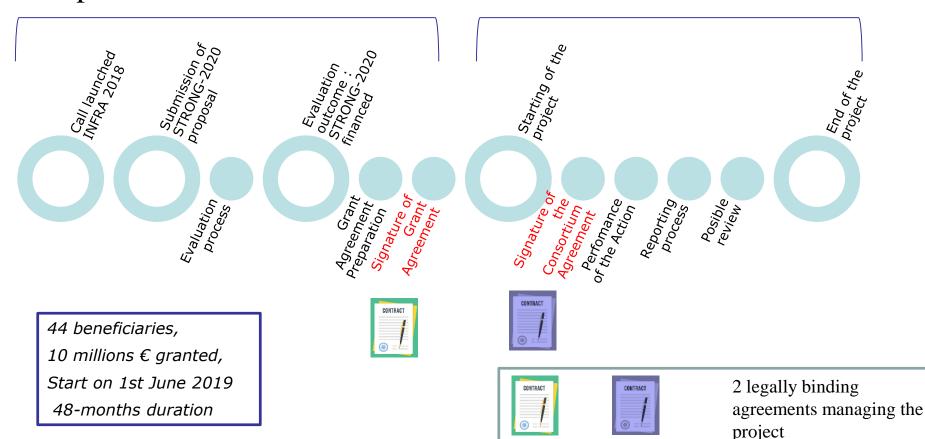
- 2 agreements for one project
 - Grant Agreement, main articles
 - Consortium Agreement, definition
- Division of roles between the Coordinator and Beneficiaries
- Reporting
 - Continuous Reporting (Deliverables, Milestones, etc)
 - Periodic Reporting (Financial and technical reports)
- Points to keep in mind and Suggestions



2 agreements for one project

Preparation of the Action

the Action





2 agreements for one project.

Grant Agreement.



It is signed by EC and the Coordinator. Beneficiaries access it by signature of the Accession Form.

European Commission

Coordinator CNRS

Beneficiary n1

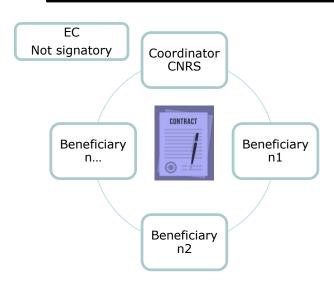
Beneficiary n2

An EU standard contract that sets out the rights, obligations, terms and conditions applicable to the grant awarded to the beneficiaries for implementing the project's action.

Consortium Agreement.



It is signed by the Coordinator and Beneficiaries.



Mandatory as per GA ART. 41.3. It defines more precisely management aspects: governance, IPR, transfer apects, confidentiality, etc,





2 legally binding agreements managing the project



The Grant Agremeent

CONTRACT

Output

- By signing, the beneficiaries have accepted the Grant and agreed to implement it under their own responsibility.
- 7 chapter, 58 articles
- 6 annexes :

Annex I: Description of the Action

Annex II: Estimated budget of the Action

Annex III : Accession Forms

Annex IV: Model for financial statement at the time of reporting period

Annex V: Model for certificate on financial statements

Annex VI: Model on certificate on methodoly (in case of audit)

Grant Agreement.

It is signed by EC and the Coordinator. Beneficiaries access it by signature of the Accession Form.

Chapter 1	: General
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· Single Article: subject of the agreement

Chapter 2: Action

Action, duration and budget

Chapter 3: Grant

Amount, reimbursement rates, eligible costs

Chapter 4: Rights and obligations

- To implement the action: resources, in-kind contributions, subcontracts
- Grant administration: reporting, payments, audits
- Backgrounds and results: access rights, protection of results, exploitation, dissemination
- Others: gender equality, ethics, confidentiality

Chapter 5: Division of roles

· Roles and responsabilities, internal arrangements

Chapter 6: Rejection, reduction, penalties, termination, etc.

- Rejection, reduction, recovery and penalties
- Suspension and termination of the action

Chapter 7: Final provisions

Accession, entry into force, amendments, applicable law



The Grant Agreement, main articles 1/3



ART. 3 DURATION AND STARTING DATE OF THE ACTION:

48 months as of 1 June 2019

ART. 5 MAXIMUM GRANT AMOUNT:

• 10 000 000€

ART. 6 ELIGIBLE AND INELIGIBLE COSTS

- Actually incurred
- Incurred <u>during the period of the project</u>
- Indicated and <u>estimated in Budget</u> of the Action (Annex II)
- Linked to the action and necessary for its implementation
- Identifiable and verifiable (recorded in the beneficiary's accounts)
- Comply with national law, reasonable, justified and must comply with the principle of sound financial management

ART. 7 — GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE ACTION

- "The beneficiaries <u>must implement the action as described in Annex 1</u> and in compliance with the provisions of the Agreement and all legal obligations under applicable EU, international and national law. »
- → If a beneficiary <u>breaches</u> any of its obligations under this Article, the grant <u>may be reduced</u> (see Article 43)



The Grant Agreement, main articles 2/3



ART. 16 — PROVISION OF TRANS-NATIONAL OR VIRTUAL ACCESS TO RESEARCH INFRASTRUCTURE

• Rules on the access and their provision

ART. 17 — GENERAL OBLIGATION TO INFORM

- Provide information upon request
- Inform about any event likely to affect the Action

ART. 18 — KEEPING RECORDS — SUPPORTING DOCUMENTATION

• Technical and financial documentation

ART. 20 PERIODIC REPORTING

- 3 RP: M18, M36, M48
- Technical and financial reports



The Grant Agreement, main articles 3/3



ART. 21 PAYMENTS

- One pre-financing,
- Interim payment after each Reporting Period
- The payment of the balance

ART. 22 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS

• Can occur up to 2 years after the payment of the balance

ART. 29 — DISSEMINATION OF RESULTS — OPEN ACCESS — VISIBILITY OF EU FUNDING

• Sentence to be used: "This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 824093".

ART. 41 — DIVISION OF BENEFICIARIES' ROLES AND RESPONSIBILITIES

- "The <u>beneficiaries are jointly and severally liable for the technical</u> <u>implementation of the action</u> as described in Annex 1 »
- "The beneficiaries must have internal arrangements [...] <u>set out in a written</u> 'consortium agreement' between the beneficiaries"



The Consortium Agreement

Consortium Agreement.



It is signed by the Coordinator and Beneficiaries.

Grant Agreement invites beneficiaries to set a CA,

(41.3 Internal arrangements between beneficiaries — Consortium agreement)

It **complements** the Grant Agreement and must NOT contain any provision contrary to it (the GA prevails upon the C.A.)

- governance of the project, the number of meetings and minute-making,
- the Intellectual Property management.
- Additional financial provisions: the Distribution of Financial Contribution (Art 7.1.1.), Justifying costs (Art 7.1.2.), the payment schedule, etc.
- Settlement of internal disputes;
- Liability, indemnification and confidentiality arrangements between the beneficiaries.



Division of roles and responsabilities - Beneficiaries

The beneficiaries are jointly and severally liable for the technical implementation of the action

Each **beneficiary** must:

- keep information stored in the Participant Portal Beneficiary Register up to date (see Article 17);
- inform the coordinator immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 17);
- 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 Commission** under the Agreement, unless the Agreement requires the beneficiary to submit this information directly to the Commission.

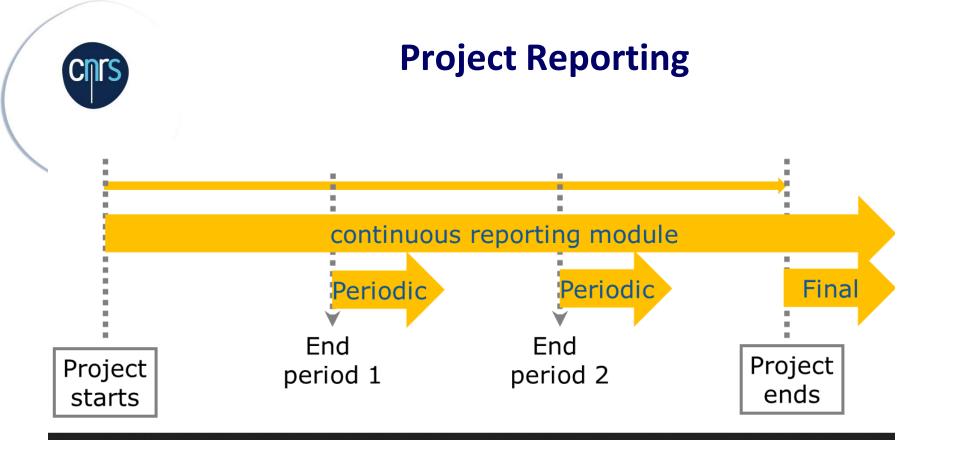


Division of roles and responsabilities – The Coordinator

The **coordinator** is legal entity acting as the intermediary between the Parties and the Funding Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement

The coordinator must:

- Monitor that the action is implemented properly (see Article 7);
- Act as the **intermediary for all communications** between the beneficiaries and the Commission (in particular, providing the Commission with the information described in Article 17), unless the Agreement specifies otherwise;
- → Request and review any documents or information required by the Commission and verify their completeness and correctness before passing them on to the Commission;
- → Submit the deliverables and reports to the Commission (see Articles 19 and 20);
- Ensure that all payments are made to the other beneficiaries without unjustified delay (see Article 21);



Continuous periodic



CONTINUOUS REPORTING

The Participant Portal - Continuous Reporting

It is activated when the project starts and it is continuously open for the beneficiaries to:

- Submit deliverables
- Report on progress in achieving **milestones**
- updates to the publishable summary
- Follow up critical risks, publications, communications activities, IPRs
- Answer to the questionnaire about the economic and social impact of the project

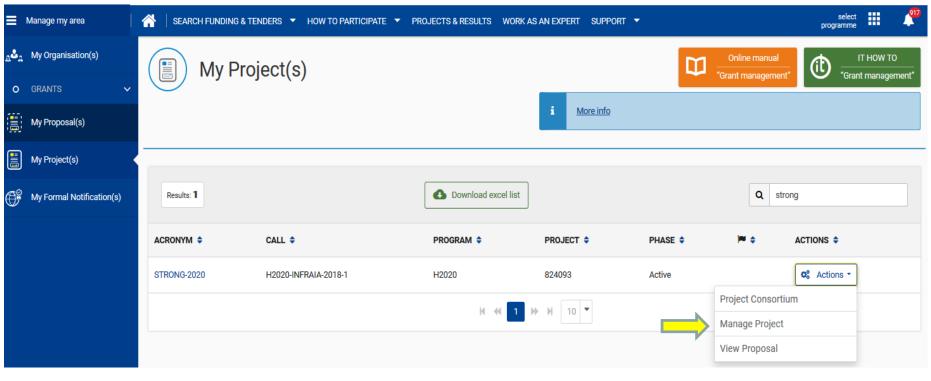


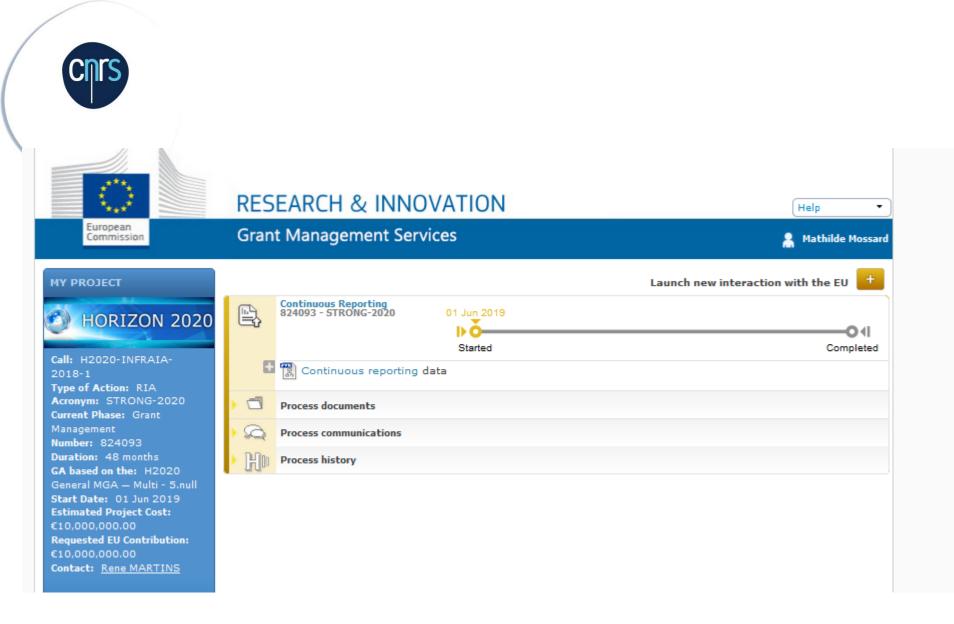


Funding & tender opportunities

Commission Single Electronic Data Interchange Area (SEDIA)









b) Deliverables

- The coordinator will submit the deliverables (with the help of the lead beneficiaries) in accordance with the timing and conditions set out in the GA
- Deliverables are additional outputs (e.g. information, special report, a technical diagram brochure, list, a software, etc.)
- Not to be confused with **milestone** that must be produced at a given moment during the action (normally not at the same time as the periodic/final reports).



b) Deliverables

WP No	Del Rel	Del No	Title	Lead Beneficiar	Nature	Dissemination Level	Est. Del. [Status	
WP19	D19.1	D33	Vivid forum	CNRS	Websi	Confidential, only for members of the consortium (including the Commission Services)	30 Jun 2	Pending	₩
WP1	D1.1	D1	Implementation of the $\ensuremath{\varepsilon}$	CNRS	Other	Public	31 Aug 2	Pending	₩
WP2	D2.1	D2	Press release	INFN	Websi	Public	31 Aug 2	Pending	⊕
WP1	D1.2	D112	Data Management Plan	CNRS	ORDP:	$\label{lem:confidential} \textbf{Confidential, only for members of the consortium (including the Commission Services)}$	30 Sep 2	Pending	@
WP15	D15_1	D19	PRFN website	CNRS	Websi	Public	30 Nov 2	Pending	₩
WP1	The c	draft	version of each	ı	Report	$\label{lem:confidential} \textbf{Confidential, only for members of the consortium (including the Commission Services)}$	30 Nov 2	Pending	₩
WP1	Deliv	erab	le shall be sent	to the	Other	Public	31 Jan 2	Pending	₩
WP1	coord	linat	or 6 weeks befo	ore the	Report	Public	31 Mar 2	Pending	₩
WP2			or o woons bor	310 1110	Websi	Public	31 May 2	Pending	₩
WP3	deadl	iiie			Report	Public	31 May 2	Pending	₩
WP14	D14.2	D16	Reference data samples	LIP	Other	Public	31 Jul 20	Pending	₩
WP2	D2.3	D4	YouTube channel	INFN	Websi	Public	30 Sep 2	Pending	₩
WP11	D11.1	D8	Virtual Access provision	CEA	Report	$\label{lem:confidential} \textbf{Confidential, only for members of the consortium (including the Commission Services)}$	30 Nov 2	Pending	₩
WP9	D9.1	D103	Transnational Access pr	CERN	Other	Public	30 Nov 2	Pending	₩
WP10	D10.1	D7	Virtual Access provision	CNRS	Report	$\label{thm:confidential} \textbf{Confidential, only for members of the consortium (including the Commission Services)}$	30 Nov 2	Pending	₩



c) Milestones

- Specify whether the milestone was achieved or not.
- If not, enter an estimate of when.



Milestones



















Infrastruc...



Open Data



Gender





Milestones

Numt A	Name	Lead Beneficiary	Delivery Date (Annex I)	Achieved	Delivery Date (actual)	Comments
1	Signature of the Consor	CNRS	30 Jun 2019			,
2	Kick-off meeting	CNRS	30 Sep 2019			
3	Workshops	CNRS	31 May 2021			
4	Mid-term review	CNRS	31 May 2021			
5	Presentations at NuPEC	CNRS	31 May 2023			
6	Preparation of periodica	CNRS	31 May 2023			
7	DISCO-WEB existent	INFN	30 Nov 2019			
8	DISCO-youtube channel	INFN	31 Jul 2020			
9	Preparation of the Work	INFN	31 Oct 2021			
10	Repository of soft-ware	RUB	30 Nov 2020			
11	Reweighting of nPDFs in	USC	31 May 2021			
12	Dipole cross section from	USC	31 May 2021			
13	TMD factorization at sm	USC	31 May 2021			
14	Completion of the calcul	USC	31 May 2021			
15	Delivery of D14.1	LIP	31 Jan 2020			
16	Delivery of D14.3	LIP	31 May 2021			
17	Development of a dedica	CNRS	30 Nov 2019			Validate



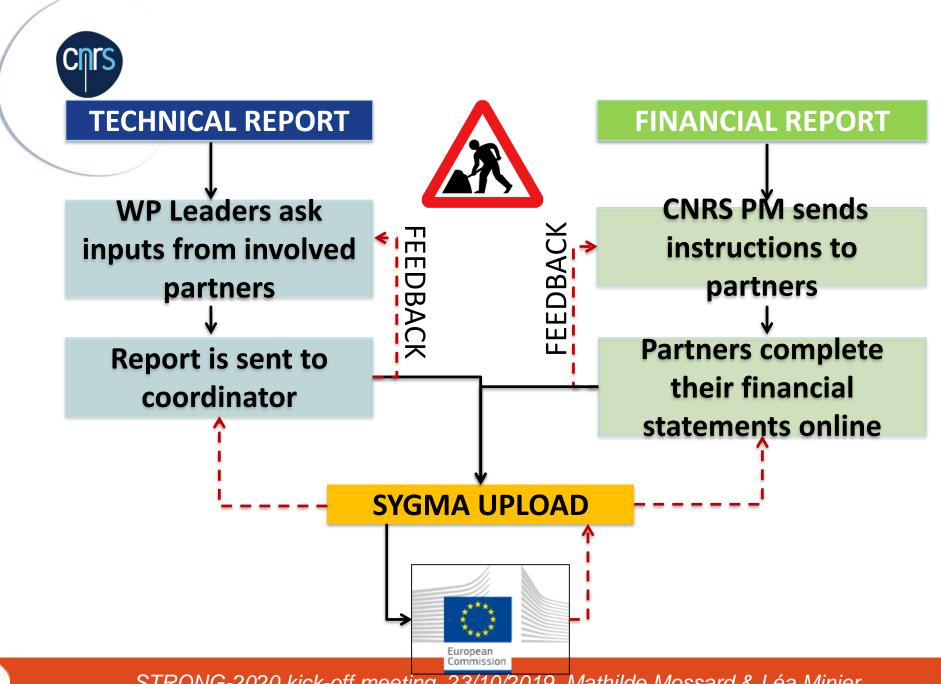
PERIODIC REPORTING

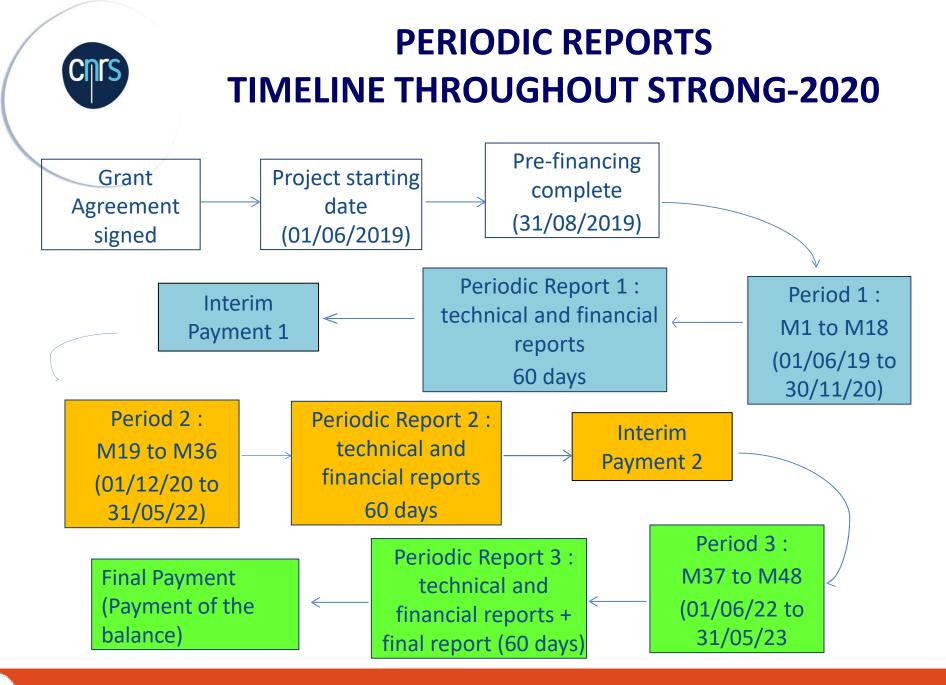
The participant Portal – Periodic Reporting

The periodic report consists of the periodic technical report and the periodic financial report within 60 days.

Each beneficiary filled in its part of the report and the coordinator submit them to the EC.









Audits

No	Beneficiary	Budget		
1	CNRS	2 156 500,00 €		
2	OEAW	92 000,00 €		
3	UCL	100 000,00 €		
4	CERN	200 000,00 €		
5	DKFZ	17 500,00 €		
6	FAIR	61 590,00 €		
7	FZJ	456 000,00 €		
8	GSI	620 875,00 €		
9	JGU MAINZ	1 060 750,00 €		
10	UBO	531 000,00 €		
11	RUB	105 500,00 €		
12	UHEI	22 910,00 €		
13	TUM	106 250,00 €		
14	UHAM	52 500,00 €		
15	UREG	51 250,00 €		
16	wwu	128 125,00 €		
17	UAM	38 750,00 €		
18	UCM	27 000,00 €		
19	USAL	26 000,00 €		
20	USC	112 500,00 €		
21	UPV/EHU	36 000,00 €		
22	UVEG	81 500,00 €		

No	Beneficiary	Budget
23	JYU	71 250,00 €
24	CEA	478 500,00 €
25	RBI	25 000 €
26	UNIZG	32 500,00 €
27	TCD	36 250,00 €
28	CNR	40 000,00 €
29	FBK	400 000,00 €
30	INFN	1 813 250,00 €
31	POLIMI	35 000,00 €
32	UOM	36 000,00 €
33	RUG	47 000,00 €
34	Nikhef	98 750,00 €
35	NCBJ	55 000,00 €
36	WUT	50 000,00 €
37	IFJ PAN	35 000,00 €
38	UJ	25 000,00 €
39	LIP	188 500,00 €
40	UAVR	34 000,00 €
41	UU	160 750,00 €
42	UOB	62 500,00 €
43	UEDIN	64 750,00 €
44	UGLASGOW	126 500,00 €



Points to keep in mind



By signing the Grant Agreement each beneficiary is responsible to implement the action as described in Annex I



Financial reporting every 18 months.

→ Payments follow the approval by EC of the costs declared.



Eligible costs are those directly linked to the Project, recorded, reasonable; for staff, timesheets are necessary.



Continuous reporting: throughout the Project in Participant Portal



Manage your roles in the Portal as necessary to proceed with the Reporting (PLSIGN, FSIGN, participant contact, etc)



Acknowledge EC funding in any dissemination activity



Suggestions

1. Add to your calendar:

- Reporting Period
- Deliverables
- Milestones
- Project Meetings
- International Workshops
- Any other Deadlines
- 2. Inform asap Coordinator and Project Manager about any deviation from the DoA
- **3. If any doubts** ask in advance to Coordinator or PMs



In case of questions or doubts

- Grant and Consortium Agreements
- Also check the Annotated Grant Agreement
 http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/amga/h2020-amga_en.pdf
- Participant portal
- How to avoid errors document
- Online Manual & FAQs
- Consult the Coordinator
- The co-ordinator can consult the Project Advisor



THANK YOU FOR YOUR ATTENTION



Back-up slides



BASIC FINANCIAL RULES

Eligible costs:

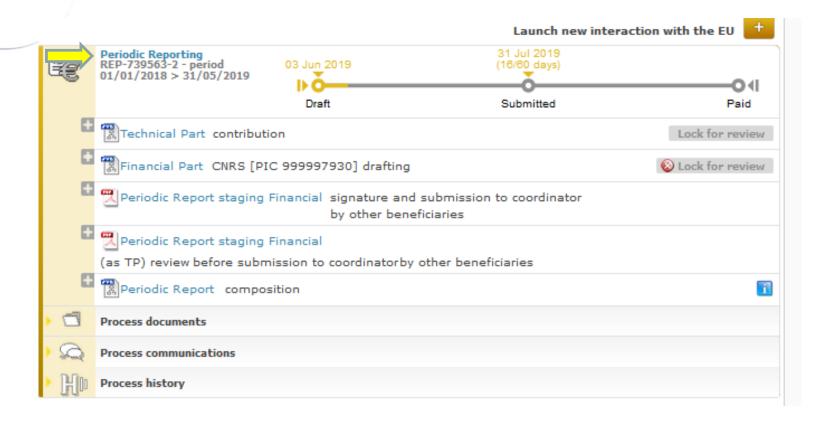
- Direct personnel costs, (timesheets are necessary)
- Travel costs and related subsistence allowances,
- The depreciation costs of equipment,
- goods and services,
- direct costs for subcontracting,
- indirect costs (25% except subcontracting).
- Attention to receipts: no-profit rule.
- Rules for purchasing goods, works or services: Subcontracting, (procurement procurement)

Ineligible other direct costs:

- Many different concepts related with costs related to return on capital; debt and debt service charges; provisions for future losses or debts; interest owed; doubtful debts and others
- Currency exchange losses
- Deductible VAT



Periodic Reporting HOW DO I PROCEED



→ Financial Signatory FSIGN, must be identified

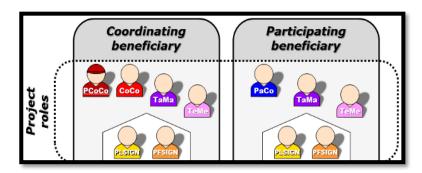


HOW DO I ACCESS PARTICIPANT PORTAL TO PROCEED WITH CONTINUOUS AND PERIODIC REPORTING?



MANAGE YOUR ROLE AND ACCESS IN PARTICIPANT PORTAL

What is my role on the Portal?

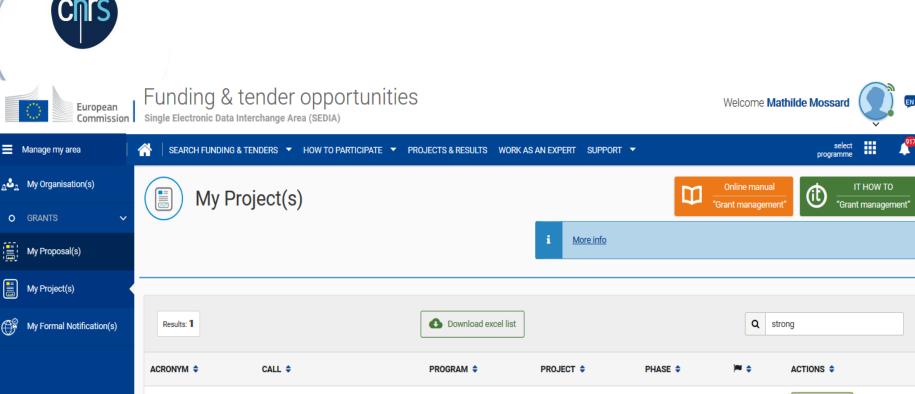


- The (Primary) Coordinator Contact is the main contact point between the consortium and the E.C.
- The Participant Contact (PaCo) is a representative of a consortium organisation (not coordinating)
- The Task Manager (TaMa) can perform actions like creating, updating and uploading documents, completing, modifying and deleting project information in the administrative web of the organisation
- The Team Member (TeMe) has limited access rights: search and read-only functions.
- Project Legal Signatory (PLSIGN) has the right to sign the GA and amendments on behalf of the organisation.
- Project Financial Signatory (PFSIGN) has the right to sign financial statements (Forms C) for grants on behalf of the organisation managed through the electronic exchange system.



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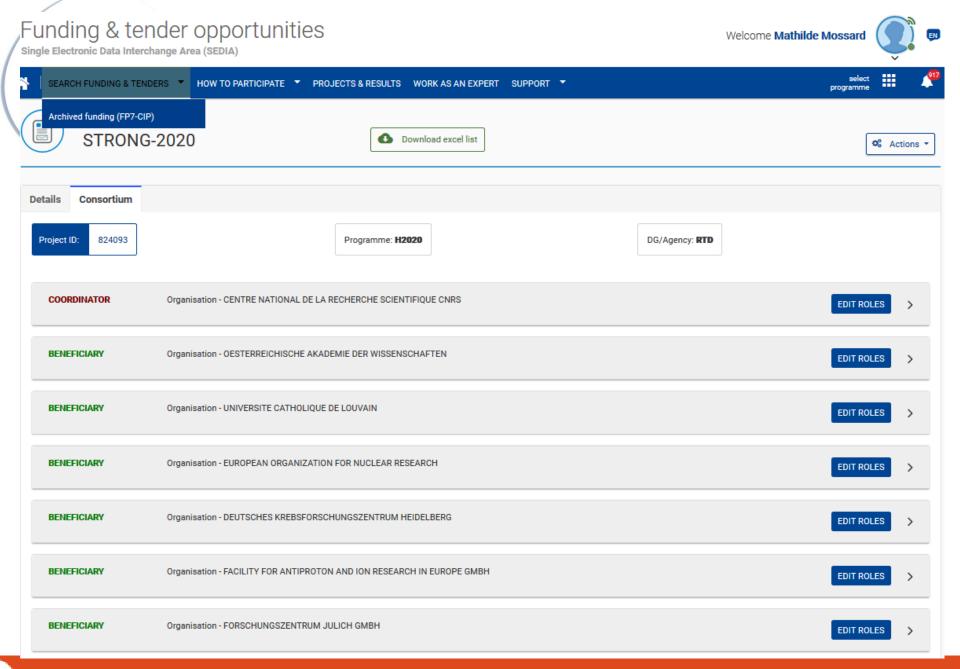
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Active

Actions *

Project Consortium Manage Project View Proposal





a) Summary for publication

- You must provide a **separate summary** for each periodic report (just update the summary for the previous period).
- There are several required sub-tables (previous Slide)
- The summary must be suitable for **direct publication** by the Commission (easily understandable by a general audience, no longer than 2 pages, no confidential data)
- preferably not longer than 7,480 characters (roughly 2 pages)
- t must be a "stand-alone" text no references to other parts of the report
- You can upload diagrams or photographs illustrating and promoting your project
- Your website homepage should contain the EU flag and the name 'Horizon 2020'



a) The periodic technical report is in 2 parts

Part A: structured tables from the grant management system

- cover page
- publishable summary
- web-based tables covering issues related to the project implementation (e.g. work packages, deliverables, milestones, etc.)
- answers to the questionnaire about the economic and social impact, especially as measured against the Horizon 2020 key performance indicators and monitoring requirements.



a) The periodic technical report is in 2 parts

Part B: free text part, core part of the report that you must upload to the grant management tool as a single PDF document with:

- explanations of the work carried out by all beneficiaries and linked third parties during the reporting period
- An overview of the progress towards the project objectives, justifying the differences between work expected under Annex I and work actually performed, if any..



b) The periodic financial report

Consists of structured forms from the grant management system, including:

- individual **financial statements** (Annex 4 to the GA) for each beneficiary (and third parties)
- explanation of the use of resources and the information on subcontracting and inkind contributions provided by third parties, from each beneficiary for the reporting period concerned
- periodic summary financial statement including the request for interim payment.



- c) The periodic reporting process
- 1. Preparing your periodic report
- As the information in the continuous reporting is part of the periodic report, **make sure** first that all your data in the continuous reporting module (deliverables, milestones, publishable summary...) is up-to-date.





c) The periodic reporting process

2. Completing your Financial Statement

- All beneficiaries including the coordinator must fill in their own financial statement, electronically sign it and submit it to the coordinator.
- Users who can fill in the statement: Participant Contacts, Project Financial Signatories, Task Managers
- Users who can electronically sign & submit the statement: Project Financial Signatory (PFSIGN) only



c) The periodic reporting process

- 3. Completing the technical part
- Part A each beneficiary should update the tables on an ongoing basis in the continuous reporting module.
- Part B you must prepare this outside the grant management tool. You will be able to download the template to be used for your project from the periodic reporting functionality in the IT tool.



- c) The periodic reporting process
- 4. Submitting the report to the Commission
- Coordinator submit all parts of the report together, in a single transaction





- c) The periodic reporting process
- 5. Acceptance or rejection by the Commission

The Commission will either:

- accept the report and start preparing the interim payment or
- ask for changes to it which means that the process described above starts again.



c) The periodic reporting process

6. Interim Payment

- Costs approval by the Commission and payment the interim amount to the Coordinator within 90 days of receiving the report
- The total amount of pre-financing and interim payments **must not exceed 90% of the maximum grant amount** set out in Article 5.1 of GA.



d) The final payment

- For the **Final reporting period**, in addition to the submission of the periodic report of the last reporting period, a final report is generated **automatically** by the IT tool.
- Just like previous interim payments, it consists of 2 parts: the **Final technical report** and the **Final financial report**.