



MINISTÈRE
DE L'ENSEIGNEMENT
SUPÉRIEUR,
DE LA RECHERCHE
ET DE L'INNOVATION

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Le programme européen pour la recherche et l'innovation



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Introduction

Who are we?

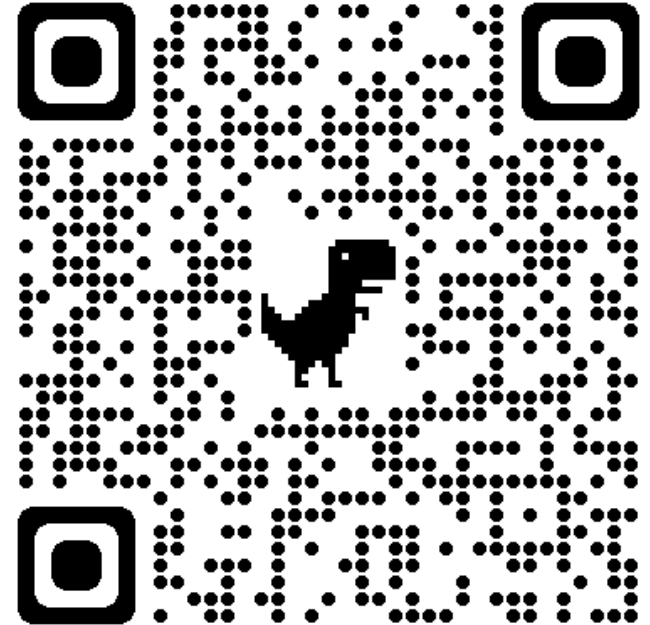
National Contact Points (NCP)

- An European network of NCP dedicated to the FP and deployed in all FP-concerned states (national networks managed by a single national authority)
- NCP = an individual nominated by the EC upon proposal of its government
- Mission: deliver a public service of information (« hotline ») and accompaniment on the FP (entice to participate)
- Reference Document: NCP Guiding Principles published by the EC

Contact your NCP

Find our coordinates on [this page](#):

- By State and field / function
- Our identity and coordinates (address, e-mail, phone) (cf. →)
- Several national networks have a LinkedIn page and / or a twitter account





European Partnerships

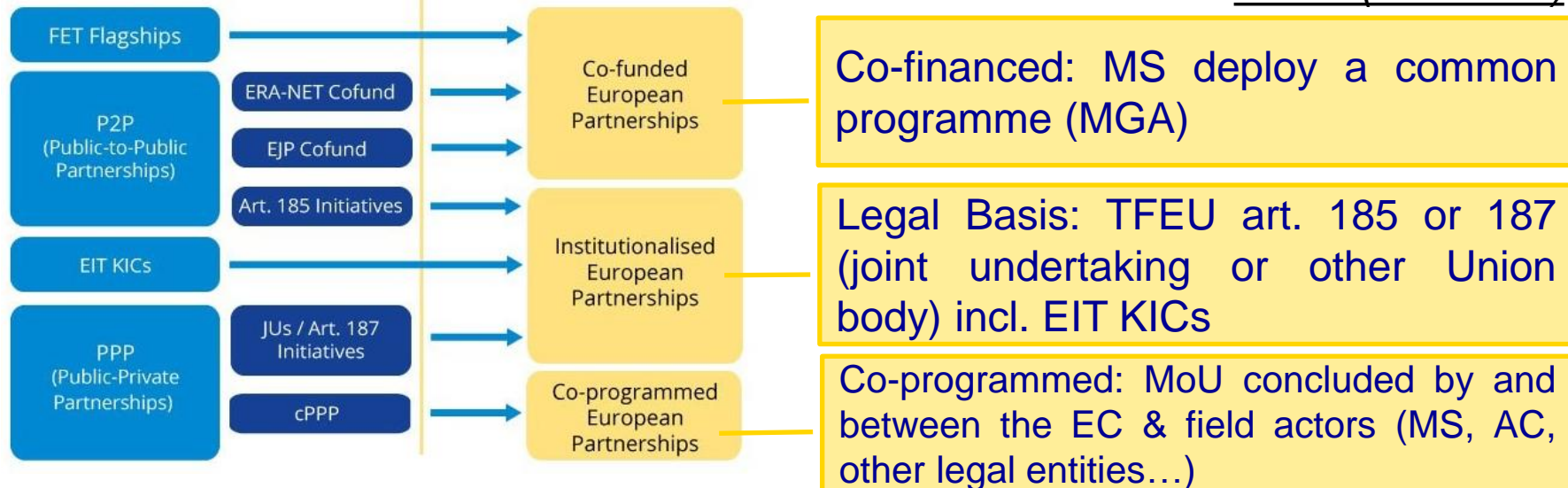


General presentation

European partnerships under Horizon Europe (HEU)

Horizon 2020

Horizon Europe



Why this evolution?

The EC wants to harmonise and simplify the administration of European partnerships

- Re-grouped in 3 categories instead of 4
- As far as possible, applying common rules (incl. a harmonised and simplified management by avoiding particular cases or exceptions)
- Common notions and terminology (unless specified otherwise for each type of partnership)

Limits of this harmonisation: *in fine*, each category of partnership or even each partnership is supposed to meet different objectives / ambitions and therefore might adopt a different legal structuration



1. Co-programmed European Partnership

What is it?

A Co-programmed European Partnership is a contractual public / private partnership (former H2020 « cPPP ») where:

- Actors (stakeholders), either public or private, are grouped together either in a consortium or as members of a dedicated legal entity, and the latter [coordinator] concludes a *Memorandum of understanding* (MoU) with the EC on their behalf
- **N.B.:** a MoU is NOT a Grant Agreement (no Union money involved here)

In this type of European Partnership, the partners involved in the execution of the MoU collectively draft a work programme (WP) they will provide to the EC

The EC is free to modify and publish (adopt) the final version of this WP following the usual HEU procedure (comitology)

Legal Framework of a Co-programmed European Partnership

Union Law

- General legal acts: Treaties (TEU, TFEU, Euratom) and other regulations (Financial Regulation (FR), etc.)
- Specific legal acts establishing the FP, its RfP, its Specific Programme, etc. (cf. Annex III of the [HEU Regulation](#) on European Partnerships)
- negotiable: no

Procedure Documents

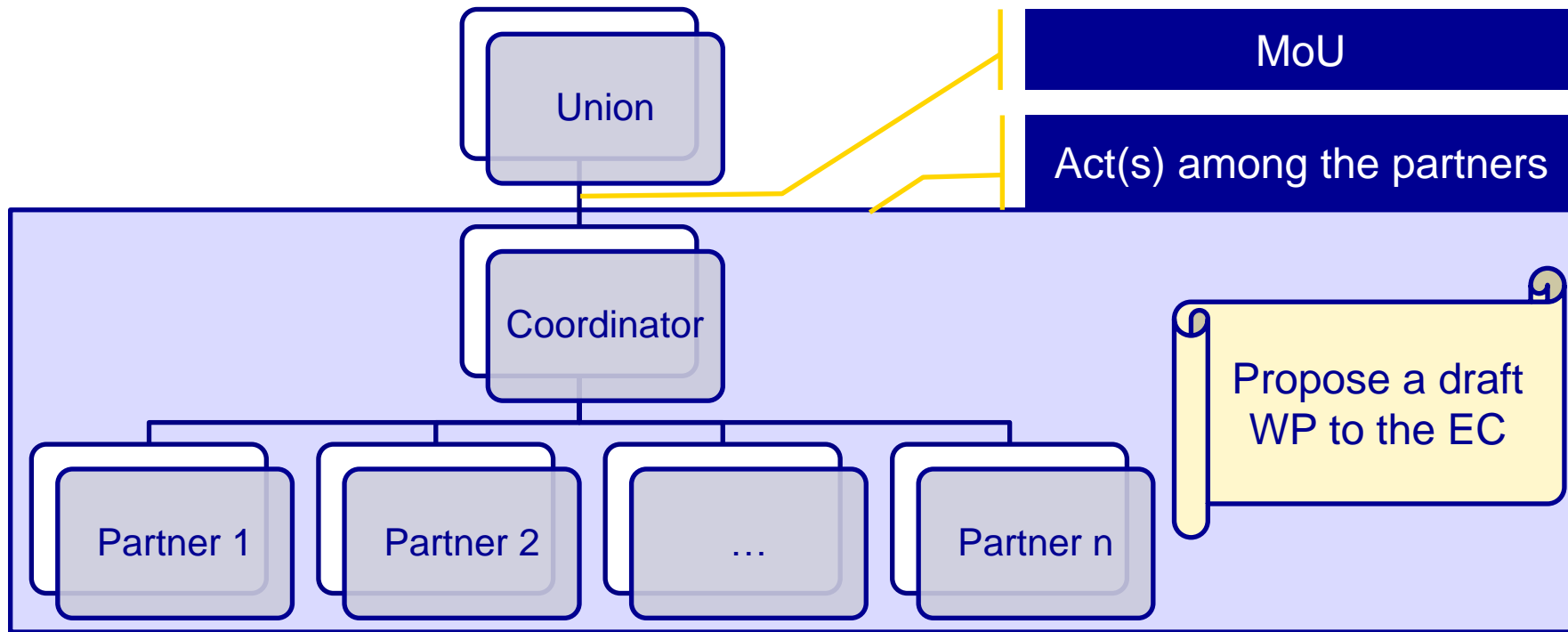
- Documents supporting the procedure aiming at awarding an MoU (call for interests, call for proposals (CfP)...)
- negotiable: no

MoU

- Gentlemen's agreement concluded between the Union and the partners involved in the partnership (non-legally binding)
- purpose: protection of the Law of the Union and the latter's interests => reciprocal rights & obligations of the Union and the other parties
- negotiable: not easily (considered an adhesion contract if provided as a procedure document), if so, only in order to adapt it to the circumstances of the partnership (contract & annexes adjustment to the circumstances of the action [partnership])

Act(s) concluded among the actors

- Between the actors (partners): according to their representation when concluding the MoU
- purpose: implementation of the action [partnership] & protection of the parties' interests => reciprocal rights & obligations between the parties
- negotiable: **yes**



Consequences

Co-programmed European Partnerships are not usual FP (HEU) collaborative actions

- But a type of « upstream » partnership: stakeholders are consulted in order to design a draft WP
- selected following an EC adapted award procedure (call for interests, maybe CfP...) according to criteria and a schedule imposed by the EC in the procedure documents
- The MoU concluded by the EC and the partners does not include any financial support from the Union
- If coordination costs are to be supported, it takes the form of a separate CSA

But a peculiar considering their objectives:

- The description of the action (the partnership) is different from an usual DoA
- The governance administration rules are mainly adopted by the partners (sometimes upon the EC's impulses which relevance has to be verified by the partners wrt to their needs and circumstances)

Related issues

Confusion (due to harmonisation?) with co-financed European Partnership

- « upstream » partnership aiming at designing a draft WP without financial support from the Union: no financial reporting nor monitoring applicable nor required (no grant, no eligible costs to be declared, etc.)
- sometimes confused with the implementation of the WP adopted by the EC (comitology) upon proposal of the partners involved in the partnership because the latter also respond to calls issued according to said WP:
 - (initial) draft WP design: collaboration EC/ stakeholders within the co-programmed partnership
 - Adoption of the WP (final draft) following the usual HEU procedure, eventually on the basis of the WP delivered by the partners involved in the partnership *End of the partnership*
 - Implementation of the adopted WP following the usual HEU rules and procedures (competitive calls) => grant award to entities also involved in the partnership is not unusual and not an obvious case of conflict of interests if procedure rules are complied with and enforced



2. Co-financed European Partnership

What is it?

A Co-funded European Partnership can consist of two type of actions selected following a CfP award procedure:

- COFUND action: type of action provided by the HEU regulation with a max. funding rate of 30 % (usual) up to 70 % in duly justified cases (exception)
- Usually with a “financial support to third parties (FSTP)” part
- H2020 terminology: « FET-Flagship », EJP, JPI, ERA-NET...

In this type of European partnership, the MS involved discuss and adopt a common programme they will implement under their responsibility: design, **adoption and implementation of a common programme**

As the implementation is undergone by legal entities managing public funds, the FR principles wrt to the award of public funds have to be applied and complied with: transparency, equality of treatment and open competition (i.e. open award procedures when implementing FSTP)

Legal Framework of a Co-financed European Partnership

Union Law

- General legal acts: Treaties (TEU, TFEU, Euratom) and other regulations (Financial Regulation (FR), etc.)
- Specific legal acts establishing the FP, its RfP, its Specific Programme, etc. (cf. Annex III of the [HEU Regulation](#) on European Partnerships)
- negotiable: no

Procedure Documents

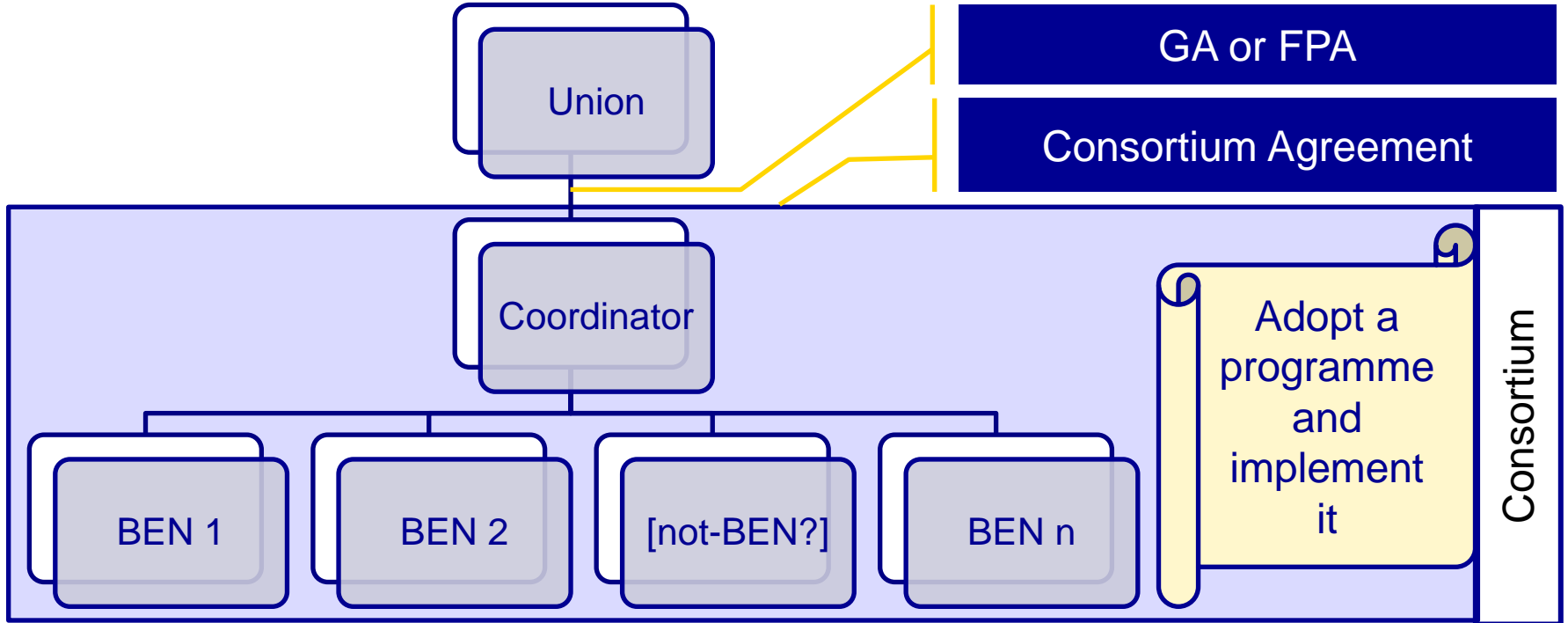
- Documents supporting the award procedure (CfP) aiming at awarding the grant to support the implementation of the partnership, incl. the applicable Model Grant Agreement (MGA) or Model Framework Partnership Agreement (FPA)
- negotiable: no

Grant Agreement (GA) or FPA

- by and between the Union and the beneficiaries (BEN), represented by their coordinator (*consortium* = momentary grouping of participants)
- purpose: protection of the Union's Law and interests => reciprocal rights & obligations of the Union and the BEN
- based on the Corporate MGA adopted by the [EC Decision C\(2020\)3759](#) as [adapted for HEU \[& Euratom\]](#)
- negotiable: not easily (adhesion contract), if so, only in order to adapt to the circumstances of the action [partnership]

Consortium Agreement

- Collaboration contract concluded by and between the entities involved in the partnership (at least the BEN)
- purpose: implementation of the action [partnership] & protection of its parties interests => reciprocal rights & obligations of the parties
- negotiable: **yes**



Consequences

A Co-financed European Partnership is a HEU collaborative action:

- Selected following a CfP listed in the pertinent WP adopted by the EC after having consulted the MS (comitology)
- Formalised by a GA or FPA awarded by a Union granting authority
- Subject to the usual HEU rules incl. the notion of « eligible cost » which underlines the notion of « in-kind contribution (IKC) » (cf. *infra*)

But a peculiar one considering its size and ambitions:

- Which are reflected in its DoA and subsequently in its governance and administration adopted among the participants, sometimes following demands of the granting authority
- Some issues were identified (cf. *infra*)

Contributions of the BEN in a Co-financed European Partnership

When implementing a Co-financed European Partnership, each BEN can declare two types of contribution

- Financial contribution, i.e. in cash amount transferred as a resource to the budget of the partnership managed by the coordinator (cash-flow element)
- in kind contribution (IKC), i.e. any other type of contribution which value can be identified in the BEN's accountings that are eligible [and auditable] costs (i.e. personnel costs, purchase costs, third party's contribution costs, renting costs, etc.)

$$\text{IKC} = \sum[\text{eligible costs}] - \text{amount of Union grant received}$$

Identified issues

In certain MS, when implementing Co-financed european Partnership:

- The MS (government) is not always directly involved but relies on national legal entities - BEN are then “State operators” pursuing either a national R&I-funding mission (funding agency) or a R&I production mission (RTOs or #) which are also usual recipients of public (incl. Union) funding
- When the MS is directly involved, what costs can it declare as IKC (cf. previous slide) or “institutional costs”?

Subsequently:

- Certain BEN being RTOs are usual applicants to HEU CfP and therefore interested in FSTP award procedures too – EC is then very sensitive to the possibility of conflict of interests situation
- Difficulties to identify in advance what costs can be eligible for MS under the IKC cost category



3. Institutionalised European Partnership

What is it?

Three types of partnerships (actions) either implemented by:

- [EIT KICs] a **legal entity** coordinating a KIC, a type of action funded by the EIT, itself a *sui generis* Union body based on art. 187 of the TFEU
 - KIC max. duration: once-renewable 7-year-period (have to be financially sustainable afterwards)
 - Formalised by the conclusion of a Partnership Agreement by and between the EIT and this dedicated legal entity coordinating the KIC (“KIC Legal Entity”, no imposed legal form) + *single subsequent GAs*
- [art. 185 TFEU + Council & EP Decision] an **Implementing Structure** (no imposed legal form) which members are the participants to the action [partnership] or is at least mandated by said participants
- [art. 187 TFEU + Council Regulation] a **Joint Undertaking** which is a Union body: cf. *infra*

The above-listed legal entities are managing Union public funds

Legal Framework of a TFEU art. 185-based European Partnership

Union Law

- *Idem supra* Co-programmed / financed European Partnership (cf. Annex III of [HEU Regulation](#) about European Partnerships)
- The concerned Institutionalised European Partnership Basic Act (Decision of the EP and Council on the basis of TFEU art. 185 identifying the “*Implementing Structure*”)

Financial Contract

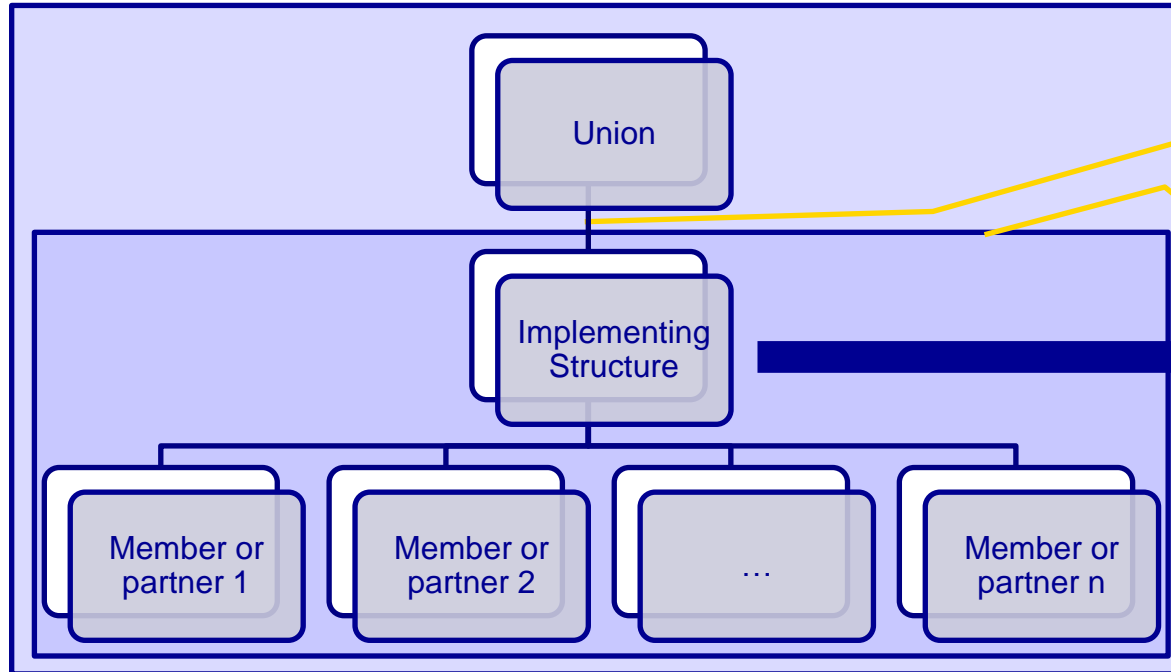
- Concluded by and between the Union and the implementing Structure, represented by its legal representative
- Purpose: to delegate the management of Union funds or award a grant (GA or FPA), protect the Law and interests of the Union => reciprocal rights and obligations between the Union the Implementing Structure
- Negotiable: no (contract of the Union in accordance with its FR) except for adaptation to circumstances

Grant Agreement

- Concluded by and between the Implementing Structure and the BEN of a grant awarded by the Implementing Structure for an identified action following open and public award procedure
- Purpose: protection of the law and interests of the Union & the interests of the Implementing Structure => reciprocal rights & obligations between the latter and its BEN
- Based upon a model adopted by the Implementing Structure based on the Corporate MGA adopted by the [EC Decision C\(2020\)3759](#) as [adapted for HEU \[& Euratom\]](#)
- Negotiable: no (adhesion contract awarded by the Implementing Structure) except for adaptation to the action

Consortium Agreement

- Collaboration contract concluded by and between the participants involved in an action funded by the Implementing Structure (at least the BEN of said Implementing Structure)
- Purpose: implementation of the action & protection of the parties' interests => reciprocal rights and obligations among the parties
- Negotiable: **yes**



- Decision
- Financial Contract
- By-laws etc.

The implementing structure adopts a work plan, which is approved by the EC, and implements it in accordance with HEU rules (derogations may apply)

Legal Framework of a TFEU art. 187-based European Partnership

Union Law

- *Idem supra* Co-programmed / financed European Partnership (cf. Annex III of [HEU Regulation](#) about European Partnerships)
- The Basic Act establishing the JU (Council Regulation on the basis of TFEU art. 187 = Statutes of the JU)

Financial Contract

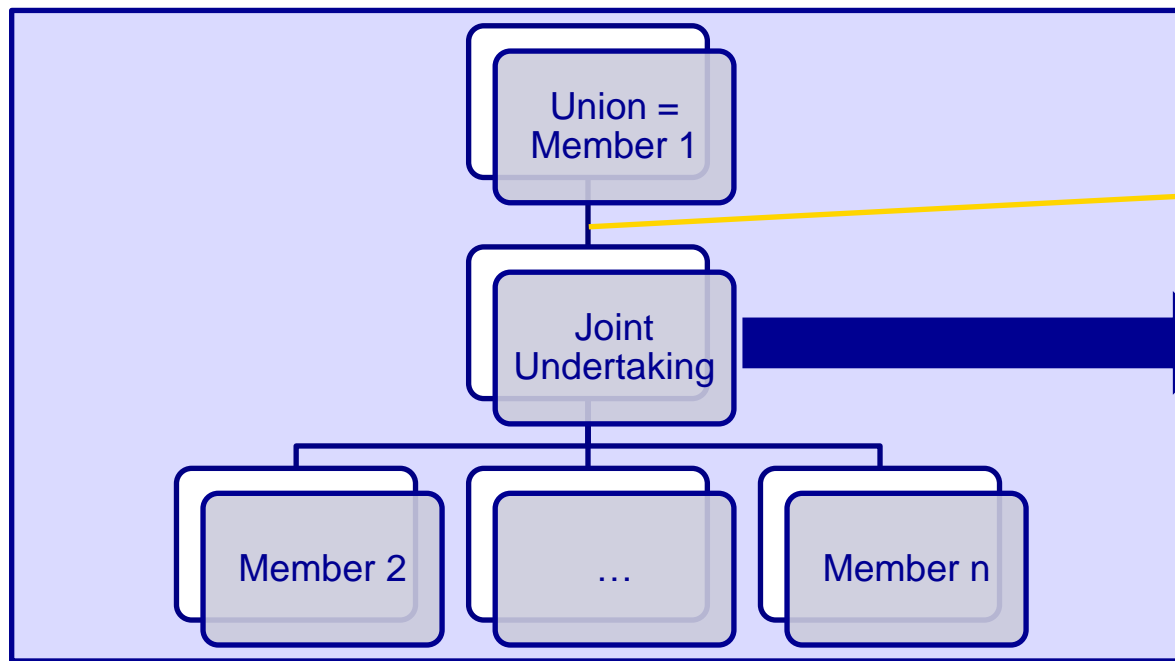
- Legal basis: Union [FR](#), art. 154
- Concluded by and between the Union and the JU, represented by its legal representative (Executive Director of the JU)
- Purpose: to delegate the management of Union funds, protect the Law and interests of the Union => reciprocal rights and obligations between the Union the JU
- Negotiable: no (adhesion contract awarded by the Union to the JU)

Grant Agreement

- Concluded by and between the JU and the BEN of a grant awarded by the JU for an identified action following open and public award procedure
- Purpose: protection of the law and interests of the Union & the interests of the JU => reciprocal rights & obligations between the latter and its BEN
- Based upon a model adopted by the JU based on the Corporate MGA adopted by the [EC Decision C\(2020\)3759](#) as [adapted for HEU \[& Euratom \]](#)
- Negotiable: no (adhesion contract awarded by the JU) except for adaptation to the action

Consortium Agreement

- Collaboration contract concluded by and between the participants involved in an action funded by the JU (at least the BEN of the JU)
- Purpose: implementation of the action & protection of the parties' interests => reciprocal rights and obligations among the parties
- Negotiable: **yes**



Statutes (Regulation)

Financial Contract

The JU adopts its WP according to its Statutes (governance) and implements it in accordance with HEU rules (derogations may apply if identified in the Statutes of the JU)

What's a JU?

A Legal entity set-up by the Union (« Union body » - cf. [list on this EC webpage](#)) under a FP which main characteristics are the following:

- Has legal personality: legal & financial capacity / autonomy, own patrimony and accountings, organisational autonomy (within the boundaries set forth by its Statutes)
- Duration limited to that of the FP (set-up or renewed – then with assignment of on-going rights and obligations – at each FP)
- Staff: EU civil servants, EU contractual staff and NDE
- Must apply and comply with Union Law esp. the applicable FR, as well as the legal basis of each Union programme with the implementation of which it might be entrusted because it then indirectly manages public funds originating from the Union budget (management delegation given by the Union)
- Therefore awards following public and open competitive procedures:
 - Grants supporting the implementation of actions in accordance with the applicable rules of the related Union programme(s)
 - Public contracts in compliance with public procurement rules (Directives 2014/23, 2014/24 & 2014/25)

JU Statutes (Basic Act)

A Council Regulation published in the O.J.E.U.:

- 1 wrt the EuroHPC JU which implements parts of both the HEU and Digital Europe programmes (EuroHPC JU Regulation)
- 1 common to 9 other JU: the Single Basic Act (SBA) (cf. Annex)

Members of a JU:

- 4 categories: (i) the Union, (ii) Participating States (being MS or AC), (iii) Founding Members and (iv) Associated Members
- NB: a JU can have specific partners (not a JU member) : Contributing Partners
- Must each make their (indicative) commitments to the partnership known before the adoption of the regulation

Each JU must:

- adopt regularly its WP which is an integral part of the HEU strategic planning
- Comply with the applicable programme rules, notably wrt to admissibility, eligibility, evaluation, monitoring, reporting, controls & audits etc.
- Proceed to public and open competitive award procedures, unless otherwise provided for in its WP
- Use of the Corporate MGA (EC decision C(2020)3759) as adapted for the Union programme it implements (HEU, DEP...) as well as the related processes & tools HEU (IT tools, Funding and Tender opportunities portal, Reference Documents, etc.)



Useful links and resources

Document Scanning (1)

- 01/05/22: (update of several GAP templates)
 - Report on the distribution of payments (final payment)
 - Report on cumulative expenditure
 - Time declaration
 - Declarations of Honor (DoH) for BEN, Affiliated entities, prizes
 - Declaration on joint and several liability of affiliated entities (Annex 3a of the MGA)
 - Accession form (Annex 3 of MGA)
- 08/04/22: Com. Mariya Gabriel's statements wrt the Ukraine vs Russia conflict

Document Scanning (2)

- 17/03/22: HE - Information on clinical studies
- 01/03/22:
 - HE – complementary funding mechanism in third countries (version 1.0) on third countries funding programmes
 - EU Grants – rules on arbitration (version 1.0) [corporate i.e. for all Union programmes]
- 22/02/22: complex funding rate calculator (Annex 2e of the MGA for HEU JU)
- 16/02/22: calculators for HEU infrastructure transnational or virtual accesses
- 08/02/22: Communication ref. Ares(2022)907396 to Horizon 2020 beneficiaries « How to avoid errors when claiming costs in H2020 grants? »

Document Scanning (3)

- 01/02/2022 : Ownership control assessment messages (translated in all Union languages)
- 18/01/2022: Toolkit to help mitigate foreign interference in R&I
- 15/01/22:
 - HE – Description of the action (DoA) Annex 1 of the MGA for HEU [GAP template]
 - HE COFUND - Annual WP
 - HE – Information on financial support to third parties
 - HE – Information on security issues / security section
 - HE – Information on security practitioners
- 20/12/21: Draft guidance for participation in restricted calls [corporate]

Useful Links

- IP Helpdesk: Free of charge IP services to SMEs and Union grant beneficiaries
- List of Union agencies & bodies
- Proposal Submission Service User Manual (v. 17/03/2022) on the participants register
- IT « How to » by the IT Helpdesk for all IT-related issues on the Funding & Tender Opportunities Portal (FTOP)
- Reference Documents per Union programme (select « 2021-2027 », then « Horizon Europe » in the proper fields, then the last tab on the right in menu bar)

Useful Points of Contact

- IT Helpdesk for all IT-related issues on the FTOP [**corporate**]
- Helpdesks and support services for HEU:
 - coordinates of all HEU NCP (all concerned states / all clusters / thematic – **only for HEU**)
 - Europe Direct (**corporate**)
 - Research Enquiry Service (RES)

**THANK YOU FOR YOUR TIME AND
ATTENTION**