

LIGHT-TPS

*Super Light-Weight thermal
protection system for space
application*

FP7-SPACE-2013-1

GA N° 607182

Kick-off Meeting

28-29 May 2014



**Guadalupe Lobo
TECNALIA**

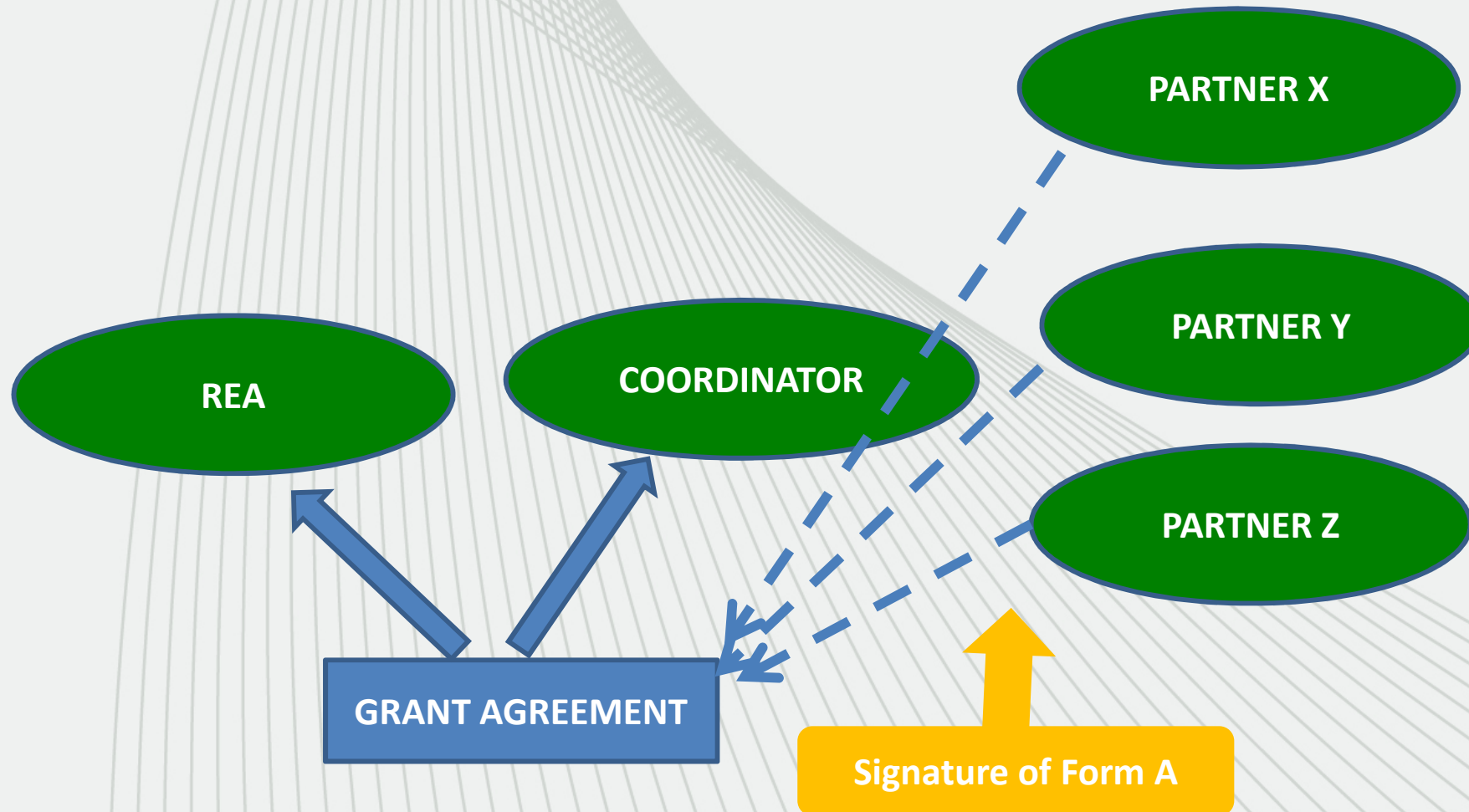
Programmes Area

Legal and contractual aspects

- ✓ Grant Agreement
- ✓ Amendments
- ✓ Reviews / Audits
- ✓ Publications and Publicity
- ✓ Consortium Agreement

Reference documents

CONTRACTUAL AGREEMENTS



Legal and Contractual Aspects

- REA Grant Agreement (REA-GA)
 - General terms and conditions of the project
 - It is signed between the REA and the Coordinator of the Consortium
- Annexes:
 - Annex I - Description of Work
 - Annex II - General conditions
 - *Annex III - Specific Provisions related to "Research for SMEs" or "Research for SME Associations" → Not applicable*
 - Annex IV - Form A - Accession of *beneficiaries* to the *grant agreement*
 - Annex V - Form B - Request for accession of a new *beneficiary* to the *grant agreement*
 - Annex VI - Form C - Financial statement per funding scheme
 - Annex VII - Form D - Terms of reference for the certificate on the financial statements and Form E - Terms of reference for the certificate on the methodology

Role of Coordinator

(Annex II, article II.2)

- ✓ Intermediary for any communication between the REA and any beneficiary (with some exceptions)
 - ✓ Receives EC contribution on behalf of the beneficiaries and administers it
 - ✓ Keeps record and financial accounts;
 - ✓ Informs the REA on the distribution of the funds
 - ✓ Reviews the report before transmitting them to the REA
 - ✓ Monitors the compliance by beneficiaries with their obligations.
- The coordinator may not subcontract the above mentioned tasks

Role of consortium partners

(Annex II, article II.3)
non exhaustive list

- ✓ Carry out the work of Annex I correctly and timely
- ✓ Inform the other beneficiaries and the REA through the coordinator in due time of:
 - persons managing the work,
 - any event which might affect the implementation of the project and the rights of the Community,
 - any change regarding its legal, financial, organizational or technical situation.
 - any circumstances affecting the conditions of participation.

*Example : beneficiary is facing financial difficulties
beneficiary has been taken over*

Role of consortium partners

(Annex II, article II.3)
non exhaustive list

- ✓ Provide the REA, EC and Court of Auditors with all information if requested;
- ✓ Take part in meetings concerning the project;
- ✓ Ensure compliance with state aid framework;
- ✓ Take all measures to avoid commitments that are incompatible with the obligations of the GA.

GRANT AGREEMENT Core text

Article 3 – Duration and start date of the project

The duration of the project shall be 36 months from the first day of the month after the entry into force of the grant agreement (hereinafter referred to as "start date")

Article 4 – Reporting periods and language of reports:

The *project* is divided into reporting periods

P1: from month 1 to month 12

P2: from month 13 to the last month of the project

Any report and deliverable, when appropriate, required by this *grant agreement* shall be in English.

GRANT AGREEMENT Core text

Article 5 – Maximum EC contribution 1,997,363.000 EUR



2. Details of the financial contribution of *the Union* are contained in **Annex I** to this *grant agreement* which includes:

- a table of the estimated **breakdown of budget** and financial contribution of *the Union* per activity to be carried out by each of the *beneficiaries* under the *project*. *Beneficiaries are allowed to transfer budget between different activities and between themselves* in so far as the work is carried out as foreseen in Annex I.

Article 6 – Pre-financing

60% of total EC contribution minus 5% EC contribution to the Guarantee Fund= Cash prefinancing 55%

GRANT AGREEMENT Core text

Article 7 – Special clauses

The following special clauses apply to this *grant agreement*:

Special clause 5

1. A *project review* shall be held
2. At least two months before the date of the review the *REA* shall communicate to the *consortium* in accordance with Article 8 the modalities of the *project review*, including, where appropriate, any meeting it may propose to convene and that it may request the *consortium* to organise.

Costs incurred by the *consortium* in relation to the *project review* shall be eligible under the activity referred to in Article II.16.5.

3. The *project review* shall be made on the basis of the satisfactory completion of due deliverables, milestones listed in Annex I as well as on the progress reported in the periodic report for the period considered.

Amendments: who, how, when?

- An amendment to a grant agreement (GA) is a legal act modifying the commitments initially accepted by the parties and which may create new rights or impose new obligations on them, or modifying significant parts of the GA. It allows the parties to modify the GA during its lifetime.
- **Who**: the coordinator (or other beneficiaries in case of change of coordinator)
- **How**: by written letter according to a model
- **When**: during the course of the GA
- **Approval / rejection** within 45 days, otherwise is to be considered rejected (unless is regarding addition of a beneficiary)

Financial audits

- The Commission/REA may, at any time during the implementation of the project and up to five years after the end of the project, arrange for **financial audits** to be carried out, by external auditors, or by the Commission/REA services themselves including European Anti-Fraud Office OLAF.



- The beneficiaries shall keep the **originals** or, in exceptional cases, duly authenticated copies – including electronic copies - of all documents relating to the grant agreement for up to five years from the end of the project

Publications and publicity

- The beneficiaries shall, throughout the duration of the project, take appropriate measures to **engage with the public and the media** about the project and **to highlight the EC financial support**.
- Any publicity, including at a conference or seminar or any type of information or promotional material must specify that the project has received EC research funding and **display the European emblem**.



- Any publicity made by the beneficiaries in respect of the project must specify that it reflects ***only the author's views and that the Community is not liable for any use that may be made of the information contained therein***.

Publications and publicity

All publications shall include the following **statement**:

- *The research leading to these results has received funding from the European Community's Seventh Framework Programme ([FP7/2007-2013]) under **grant agreement n° XXXXXX** (see Article II.30. of the Grant Agreement).*
- During and after the project, the coordinator shall **provide references and an abstract** of all scientific publications relating to foreground **at the latest two months following publication** (see Article II.30. of the Grant Agreement).
- As part of the final project report, the coordinator will be required to submit **a full list of publications relating to foreground of the project.**

Reviews

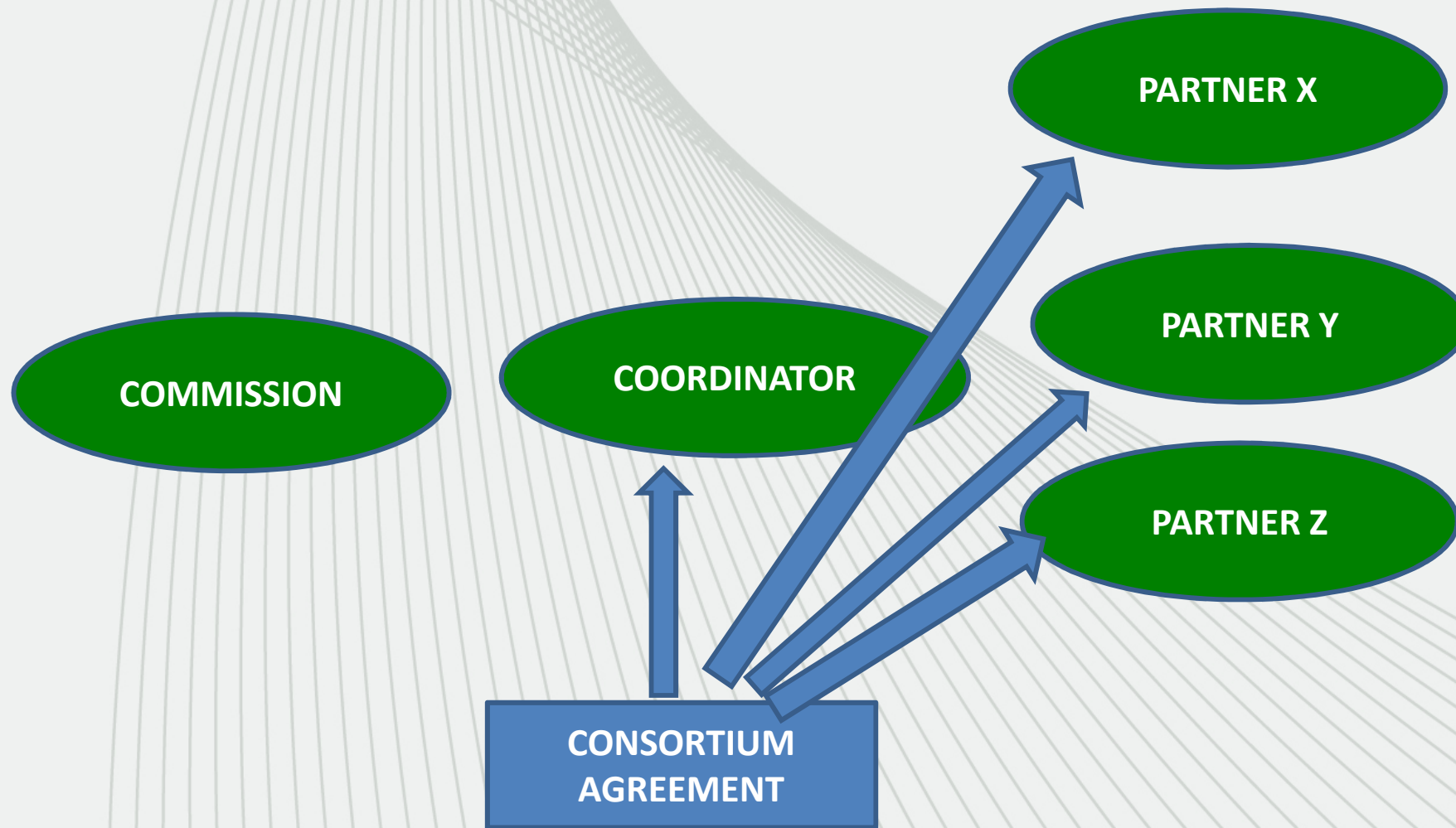
Project reviews are carried out by REA
with the support of one **external expert** appointed by REA.

The review will assess

- the degree of execution of the project work plan
- the degree of execution of the deliverables
- the necessity of the resources that the contractors have employed
- the management aspects of the project
- the plan for using and disseminating the knowledge

Reference documents

CONTRACTUAL AGREEMENTS



Consortium Agreement (CA)

- Agreement among the partners of the consortium
- To be signed by the Coordinator and all the partners
- The Consortium agreement governs the following:
 - The internal organisation of the consortium
 - The distribution of the Community financial contribution
 - Additional rules on dissemination and use including intellectual property rights arrangements
 - The settlement of internal disputes

Consortium Agreement (CA)

- First draft version was distributed to all partners by TECNALIA on **14/01/2014** which was based on DESCAL model.
- Partners comments were collected and final version was distributed to all partners by TECNALIA on **10/04/2014.**
- Consortium Agreement has been signed by all the partners and TECNALIA.

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Thank you for your attention

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