



#### THE EU RESEARCH & INNOVATION PROGRAMME

2021 - 2027

#### THE RULES OF THE GAME FOR RUNNING MY GRANT



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### HORIZON EUROPE

# The Model Grant Agreement





# What is the grant agreement and why do I need it?

Contractual document signed with a 'granting authority' (e.g. the Commission or one of its executive agencies) that defines:



# YOUR RIGHTS, *e.g.*

- **To receive EU funding** under the terms and conditions defined in the GA
- To own the results of the project that you have generated
- To ask for amendments if needed

YOUR OBLIGATIONS *e.g.* 

- **To implement the project** as described in **Annex 1** to the grant agreement
- **To submit reports** as defined in the grant agreement
- To display the EU emblem and reference to Horizon Europe funding



#### HOW MUCH MONEY YOU CAN GET

Maximum grant amount



# **Key features**







#### e-GRANT

- Fully electronic
- Funding & Tenders Portal ('the Portal')

### **CORPORATE STRUCTURE**

Based on a **Commission-wide model** 

→ 'Corporate Model Grant Agreement'



#### **SPECIFIC ANNEX 5**

Some important **HE specific** rights and obligations like:

- Security
- Ethics
- Values (i.e. gender)
- IPR
- Communication,
   Dissemination, Open
   Science and Visibility
- Specific rules for carrying out the action



## Structure of the HE MGA





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Chapter 3 – Grant (Articles 5-6)

**Chapter 4 –** Grant Implementation (Articles 7-26)

**Chapter 6 –** Final provisions (Articles 36-44)

**Chapter 5 –** Consequences of non-compliance (Articles 27-35)

# Structure of the HE MGA

#### Annexes

Annex 1 Description of the action

Annex 2 Estimated budget

**Annex 3 Accession forms for beneficiaries** 

Annex 4 Model for the financial statement

Annex 5 - Specific rules (for Horizon Europe)

**Security** (Article 13) **Ethics** (i.e. research integrity) (Article 14) Values (i.e. gender mainstreaming) (Article 14) **IPR** (Article 16) Communication, Dissemination, Open Science and Visibility (Article 17) **Specific rules for carrying out the action** (Article 18) recruitment and working conditions, specific rules for access to research infrastructure actions, specific rules for PCP and PPI procurements, specific rules for co-funded partnerships, specific rules for ERC actions, specific rules for EIT-KIC actions, specific rules for MSCA actions specifc rules for EIC actions

### HORIZON EUROPE

# Participants in the action





# **Overview of key participants**



- Does work and invoices the beneficiary
- The beneficiary may declare the invoice



# **Beneficiaries**



#### **BENEFICIARIES**

- Article 7 HE MGA
- Signatories --> 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: financial statements, technical reports, deliverables
  - inform the granting authority (and beneficiaries) of any events likely to affect or delay the action
  - submit via the Portal data and information related to the participation of their affiliated entities

#### COORDINATOR

- **Directly sign** the Grant Agreement
- Central **contact point** for the granting authority
- **Represents** the consortium (towards the granting authority)
- For mono-beneficiary grants --> also coordinator role
- Obligations
  - monitor that the action is implemented properly
  - act as **intermediary** for all communications:
    - E.g. request and review any documents before passing them to the granting authority
  - distribute the payments received from the GA to the other beneficiaries without unjustified delay



# **Affiliated entities**



• Article 8 HE MGA

permanent legal structures

- contractual cooperation not limited to the action
- > capital link:
  - direct or indirect control of the beneficiary
  - ii. under the same control as the beneficiary
  - iii. controlling the beneficiary

- Features:
  - Must have a legal or capital link with the beneficiary, which is neither limited to the action nor established for the sole purpose of its implementation
  - Does work
  - Can declare costs for implementing the action tasks
- Must be identified in Article 8, their tasks must be mentioned in Annex 1 and their budget in Annex 2
  - But do not sign the Grant Agreement!
- Same conditions for participation and funding as beneficiaries
- They are therefore de facto treated like beneficiaries (have their own financial statement, must provide their own CFS, must contribute to the technical report, must submit deliverables, etc).



# **Associated partners**



- Article 9.1 HE MGA
- Must be identified in Article 9.1, their tasks must be mentioned in Annex 1 BUT --> do not sign the grant agreement
- Features:
  - Does work but cannot declare costs
  - Participate at its own costs
  - It can be linked:
    - either to one beneficiary
    - > or with the whole consortium



Beneficiaries are responsible for the proper implementation of the tasks implemented by associated partners

- Do NOT have to comply with eligibility conditions for funding
- The beneficiaries must ensure that some of MGA obligations also apply



## **Subcontractors**



- **Do work >** Participate in the action, if necessary for the implementation —> Articles 6.2.C and 9.3 HE MGA
- Subcontracts concern the implementation of action tasks parts of the project/project tasks that have been
  outsourced
- Costs and tasks must be identified in the budget and in Annex 1 E.g.: Testing described in Annex 1 as an action task
- Simplified approval procedure allowed if: (i.e. beneficiary flags the subcontracting at reporting stage)
  - If the use of subcontracting does not entail changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
  - Beneficiary bears the risk of rejection of costs



Subcontracting between beneficiaries **is not allowed**. Subcontracting to affiliates is generally not allowed either



# Third parties giving in-kind contributions



- In-kind contributions against payment and in-kind contributions free of charge are **both** still eligible under Horizon Europe
- However, under HE, in-kind contributions refers only to in-kind contributions free of charge

#### IN-KIND CONTRIBUTIONS AGAINST PAYMENT

• No more specific Article



- Instead, they can **still be declared** as:
  - Personnel costs for seconded persons (Art. 6.2.A.3)
  - Costs of **renting** equipment (Art. 6.2.C.2)
  - **Purchase costs** for other goods, works or services (Art. 6.2.C.3)
- Indirect costs calculated on top via the 25% flat-rate

#### **IN-KIND CONTRIBUTIONS FREE OF CHARGE**

- Specific provisions (Article 6.1 and 9.2 HE MGA (stemming from Horizon Europe specific legal base)
- They must be declared by the beneficiary which use them under the relevant cost category (i.e. as if they were costs incurred by the beneficiary).
- Only direct costs must be reported
- Indirect costs calculated on top via the 25% flat-rate (with exceptions, like for internal invoicing)



## **Overview of participants roles - <u>AGA</u>** page 14

ТҮРЕ	Works on 'action tasks'?	What is eligible for the beneficiary/ affiliated entity?	Must be indicated in Annex 1 GA?	Conditions for participation	GA article
Beneficiaries	YES	Costs	YES	Must be eligible	art 7
Affiliated entities	YES	Costs	YES	Must have a capital or legal link with a beneficiaryand fulfil the same eligibility conditions	art 8
Associated partners	YES	n/a	YES	No specific conditions (APs do not receive funding).	art 9.1
Third parties contributing to the project	Participate in the action as contributors	n/a (except HE: Costs)	YES		art 9.2
Subcontractors	YES	Invoiced price	NO (only subcontracted tasks must be indicated)	Must be best value for money or lowest price and no conflict of interest	art 9.3
Third parties receiving financial support <sup>2</sup>	Participate in the action as recipients.	Amount of support given	YES	According to the conditions in Annex 1 GA	art 9.4

### HORIZON EUROPE

# Participation of Hungarian entities





## Measures for the protection of the EU budget against the breaches of the rule of law in Hungary

 The purpose of the Council Implementing Decision ('CID') 2022/2506 of 15 December 2022 is to protect the Union budget but not to exclude the entities concerned from participation in Union programmes

#### Public interest trusts (Hungarian Act IX of 2021) + entities maintained by a public interest trust (i.e. entities concerned by the CID)

- Can apply and participate in HE actions, but without receiving HE funding (Grant agreement level)
   =>Associated partner, if allowed by the call conditions
- **Cannot** receive HE funding as **third parties** to an action (e.g. as subcontractor, recipients of financial support...)
- The measures apply **until** they are **lifted** by the Council

#### ALL other entities (i.e. entities not concerned by the CID)

Can apply and receive funding as **beneficiaries**

 12 FAQs have been published on the 'EU Funding & Tenders Portal' to explain how Horizon Europe projects and the Hungarian entities targeted are affected by the Council measures



European Commission





#### ESTIMATED BUDGET

#### ANNEX 2 HORIZON EUROPE MGA - MULTI • MONO

ESTIMATED BUDGET FOR THE ACTION

	Estimated eligible <sup>1</sup> costs (per budget category) Estimated EU contribution <sup>2</sup>																				
					Direct costs Indirect costs								EU contribution to eligible costs								
	^	. Personnel ce	osts	B. Subcontracting costs		C. Purchase costs					D. Other co:	t categories				E. Indirect costs <sup>3</sup>	Total costs	Funding rate 2 <sup>4</sup>	Maximum EU contribution <sup>5</sup>	Requested EU contribution	
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- incurred **in connection with the action** (Annex 1) and **necessary** for its implementation
- identifiable and verifiable --> in particular recorded in the beneficiary's accounts in accordance with the accounting standards applicable in the country where the beneficiary is established and with the beneficiary's usual cost accounting practices
- comply with the **applicable national law** on taxes, labour and social security and
- be **reasonable**, **justified** and comply with **sound financial management**, in particular regarding economy and efficiency



# Overview type of costs

•

PERSONNEL COSTS	SUBCONTRACTING COSTS	PURCHASE COSTS	OTHER COST CATEGORIES e.g.	INDIRECT COSTS
<ul> <li>Cost of the time worked for the project by:</li> <li>A.1 Employees</li> <li>A.2 Natural person under direct contract</li> <li>A.3 Seconded person</li> <li>A.4 SME owners and natural person beneficiaries</li> </ul>	You contract another entity to do action tasks as described in Annex 1	<ul> <li>Travel and subsistence costs</li> <li>Equipment</li> <li>Other goods, works and services</li> </ul>	<ul> <li>Financial support to third parties</li> <li>Internal invoices</li> <li>Cost charged internally from one department to another of the same beneficiary if defined cost accounting method</li> </ul>	

### FOCUS ON

# Personnel costs





### What are the categories of personnel? (Art 6.2.A Horizon Europe MGA)

A.1 EMPLOYEES (OR EQUIVALENT)

For your personnel working under an employment contract (or equivalent appointing act, e.g. for civil servants) and assigned to the action.

#### Three cases:

- Employees with a fixed salary
- Employees whose remuneration increases when working in projects ('project-based remuneration')
- Employees of a beneficiary whose usual cost accounting practice is to calculate average personnel costs ('average personnel costs')

#### A.2 PERSONS UNDER DIRECT CONTRACT & A.3 SECONDED PERSONS AGAINST PAYMENT

 A.2 Natural persons with a direct contract other than an employment contract

- A.3 Persons seconded by a third party against payment
  - *i.* work under conditions similar to an employee
  - *ii.* results belong to the beneficiary

#### A.4 SME OWNERS AND NATURAL PERSON BENEFICIARIES

Costs for SME owners
 not receiving a salary
 or

 Costs for natural person beneficiaries not receiving a salary



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# How to calculate your personnel costs?

#### <u>Category A.1</u> – case 1: Employees with a fixed salary



- Simplification with Commission-wide formula (valid across EU programmes)
- Single calculation for the reporting period
- Per person who worked in the action
- Formula to cover various situations







# Maximum declarable day-equivalents



#### **Double capping:**

- Horizontal ceiling: the actual number of day-equivalents declared accross EU and Euratom grants cannot be higher than 215 per calendar year
- Reporting period ceiling: the number of days-equivalents to be declared is capped at the maximum declarable day-equivalents per reporting period



European Commission

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# Days-equivalents worked in the action

- Sum of the day-equivalents actually worked in the action
- Recorded —— reliable time-recording system

monthly declaration on days spent for the action Commission template:

EU GRANTS DECLARATION OF DAYS WORKED ON A PROJECT To be filled in and uploaded as deliverable in the Funding & Tenders Portal Grant Management System, at the due date foreseen in the system.						
Project acronym:			Project numbe	r:		
Participant name:						
Name of the person:			Type of person (employee/ natural contract/ seconded	person under direct		
Month Days worked in the action <sup>1</sup> (e.g.15, 7,5, 0,5)	Work Packages worked on (e.g. WP2; WP5)	Date and signature of the	he person	Name, date and supervisor	signature of the	
January	Signature: Date:		Name: Signature:	Date:		
		Signatura		Name	Date.	



Consistency

Disclaimer: Information not legally binding

# Project-based remuneration at a glance

<u>Category A.1</u> – case 2: Project based remuneration



WHAT IS IT?

 Usual remuneration practices of a legal entity under which a personnel receives supplementary payments for work in projects



HOW MUCH CAN BE DECLARED?

Salary paid for the time worked by the personnel in the <u>action</u> ('action daily rate') up to the remuneration that the person would be paid for work in R&I projects funded by national schemes (theoretical 'national projects daily rate')



### **METHODOLOGY**?

#### \* Compare





# Too complicated? The very optional unit cost for personnel!





# Guidance

### Funding & tender opportunities

Single Electronic Data Interchange Area (SEDIA)

DERS 👻 HOW TO PARTICIPATE 👻 PROJECTS & RESULTS WORK AS AN EXPERT SUPPORT 👻	
Procurement         Reference Documents related to tendering opportunities are published on 1         Image: Comparison of the second state of	<ul> <li>Guidance</li> <li>HE Programme Guide </li> <li>&gt;</li> <li>HE List of eligible countries </li> <li>&gt;</li> <li>HE Complementary funding mechanisms in third countries </li> <li>&gt;</li> <li>Online Manual </li> <li>&gt;</li> <li>Rules for Legal Entity Validation, LEAR Appointment and Financial Capacity Assessment </li> </ul>
HE MGA v1.1   HE Unit MGA v1.1   Lump Sum MGA v1.0   Operating Grants MGA v1.0   Framework Partnership Agreement FPA v1.0	Amendment Guide 🖸 义 AGA- Annotated Grant Agreement 🖆 义 Indicative Audit Programme (IAP) 🖆 义 Rules for Grant Reductions 🖆 义 Rules for Arbitration 🖆 义

# Looking for more information?



Funding & tender opportunities

Commission Single Electronic Data Interchange Area (SEDIA)

<ul> <li>Horizon Europe reference documents page</li> <li>National Contact Points</li> </ul>	Please select 01 Obtaining funding under Horizon Europe 02 Info on Horizon Europe (NCPs legal docs guides forms) 03 Proposal submission and evaluation 04 Grant Agreement preparation and signature 05 Info about on-going Horizon Europe projects 06 Horizon Europe Policy issues 07 European Research Policy and non Horizon Europe issues 08 Publications / reports of funded projects 09 Certification and audit matters
Research Enquiry Service	10 Legal and financial issues         11 Gender equality         12 Expert evaluators         13 Ethics         14 Communication         15 Participant registration, legal and financial validation, LEAR         16 Previous framework programmes         17 H2020 & Horizon Europe: Report a divergence of implementation in different grants         99 Request for clarification         Please select



# Thank you!



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