



EUROPEAN COMMISSION  
Directorate-General for Research & Innovation

## Guidance

### How to draw up your coordination agreement

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## IMPORTANT NOTICE

This document aims to assist **applicants/beneficiaries** in **drawing up a coordination agreement** for projects that are funded partly by Horizon 2020 and partly by a third country or international organisation (IO) (called 'jointly funded actions' or 'joint actions').

In view of the division into two grants, such projects may be more difficult to implement.

The coordination agreement should therefore set the **framework** for a successful project implementation (i.e. settle all issues that might hamper the smooth and seamless cooperation of the different actors for the different parts of the overall project).

It should in principle be negotiated and concluded **before any work is begun**.

 The work programme/call may require that proposals already include a draft coordination agreement.

The coordination agreement is a private agreement between the beneficiaries of the two actions, to set out the rights and obligations amongst themselves. ( It does NOT involve the European Commission/Agency or the third country/IO.)

It should **complement** the two grant agreements and must NOT contain any provision contrary to them. It must also be consistent with the Horizon 2020 consortium agreement.

You remain **fully responsible for your coordination agreement**. This document is necessarily general and may not address your specific needs. For complex questions, you should seek professional legal advice if needed.

## Other information

 This document is limited to the coordination agreement for Horizon 2020 projects that are 'jointly funded actions'.

For a more general overview of how Horizon 2020 grants work, see the [Online Manual](#). For detailed information, see the [H2020 AGA – Annotated Grant Agreement](#) on the Participant Portal.

Horizon 2020 terms are explained in the [Glossary](#) of the Participant Portal.

If you need help, you can also contact the [Research Enquiry Service](#) helpdesk.

## **1. Drawing-up the coordination agreement: Typical issues and how to solve them**

A coordination agreement is not a concept defined in law. Therefore, the agreement itself must spell out all the parties' rights and obligations.

In principle, the agreement may include any arrangements you wish to make, as long as they are not contrary to the two grant agreements and the Horizon 2020 Rules for Participation Regulation No 1290/2013<sup>1</sup>. It must also be consistent with the Horizon 2020 consortium agreement.

Issues that typically arise include:

- **Preamble**

The preamble sets the scene and provides the context for the agreement.

It may refer to the two grant agreements and/or to the call(s) for proposals and should include the names of the projects (and their acronyms).

- **Parties**

The coordination agreement must identify all parties to the agreement (i.e. all participants involved both in the EU and in the third country/IO action).

- **Definitions**

Defining specific terms in a 'definitions' section helps to avoid misunderstandings about the extent of a particular right or obligation.

 Use the definitions of the Horizon 2020 Model Grant Agreements wherever possible. (No need to repeat them, a simple cross-reference is sufficient).

- **Internal organisation — Coordinating the projects**

The coordination agreement should set out the rules for coordinating the projects, i.e.:

- set-up and ways of working of coordination bodies
- the powers and responsibilities of these bodies
- voting rules.

They should also say:

- how often meetings will be held
- how parties should communicate and correspond with each other and the coordination bodies
- how the projects should be followed up and supervised.

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<sup>1</sup> Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 of December 2013 laying down the rules for the participation and dissemination in Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020) (OJ L 347, 20.12.2013, p.81).

**Set-up and ways of working.** The coordination agreement should specify the powers and responsibilities, procedures and organisation of the coordination body(ies) (e.g. *composition and decision-making methods (unanimity or majority voting, voting and veto rights etc.)*).

The coordination agreement can set up several coordination bodies (e.g. *a steering committee, liaison committee and/or management committee, each of which may be made up of a number of different sub-committees, responsible for, for example, financial, technical or legal issues*)

The agreement could also include a provision for **creating other coordinating bodies** if needed.

In practice, the main work of the coordinating bodies often consists of day-to-day management tasks and representing the actions externally. It may be useful to select **one or more coordinators** among parties for these tasks.

 To avoid lengthy procedures, the agreement may provide for **simplified approval processes** for certain types of decision.

**Follow-up and supervision.** The coordination agreement should provide that the coordinating body defines, assigns and adapts the tasks to be completed, checks the progress of the work, coordinates the research teams, coordinates the preparation of the reports (e.g. *the technical and financial reports*), advises and directs changes to the work and provides a channel for formal communication between the parties.

#### ▪ **Project implementation – Division of tasks**

The coordination agreement should cover matters such as

- the tasks assigned to each party (and how the tasks are linked and interdependent)
- the project schedule
- how changes can be made to the project
- the conditions under which other persons/organisations (e.g. *linked third parties, seconded persons or subcontractors*) are brought in to the project.

**Project tasks.** The coordination agreement should give a complete overview of all the project tasks and how they are divided between the parties.

You can do one of the following:

- include a **cross-reference** to the technical annexes of the two grant agreements
- **add** those technical annexes and describe what the actions involve
- **repeat and describe** the main points of the technical annexes, including:
  - the preliminary technical specifications
  - the desired technical results
  - the work to be completed and
  - the tasks of each party.

**Project schedule.** The coordination agreement should specify how the tasks will be timed and coordinated (including when, where and how the resources required will be made available).

 Avoid setting rigid timelines unless you are absolutely sure these can be met. The timeline could be interpreted as a commitment to completing certain tasks by specified dates, and you could be considered in breach if a deadline is not met. Instead, include **contingency plans** for delays or missed deadlines (and ensure proper follow-up and supervision by the coordination bodies).

**Changes to the project.** The coordination agreement should set out rules for managing technical changes to the project.

 To avoid lengthy discussions, the agreement may provide for a **procedure** for making changes to the initial specifications (in particular for small technical changes, needed to adapt to changing circumstances).

#### ▪ **Project budget — Contributions — Receipts**

The coordination agreement should address issues such as:

- project budget (financial plan)
- mutual payments and common expenses incurred by more than one party
- contributions
- how to make changes to the project budget.

 Any specific arrangements must NOT conflict with the general rules set out in the two grant agreements.

**Common expenses.** The agreement should set out how to handle expenses incurred by more than one party (*e.g. for personnel or equipment*). It could foresee:

- reimbursable advances paid to one party, and the method of reimbursement
- use of a joint account, and the arrangements for paying in funds
- the terms of payment for such costs
- the currency in which payments are to be made
- the effect of exchange rates and charges for bank transfers
- the payment of taxes and
- interest, if any is payable or has been earned on joint funds.

**Contributions.** The coordination agreement should set out in detail the contributions made by each party and whether these are made in cash or in kind.

The description will vary depending on the type of contribution:

- for persons: the total number of persons involved, the names of individuals with a critical role in the actions (a full list if possible),

the qualifications held by these individuals, and whether they are seconded

- for equipment and facilities: the details of the equipment and facilities, the size of buildings, the amount of equipment, and the location of facilities
- for background or other information: the plans, manuals, calculations and prototypes, together with documents relating to the intellectual property rights held (if any)
- for financial contributions : the amounts.

 If the project requires the parties to **second staff** to other organisations (often abroad), it may be necessary to draw up a second agreement, specifically for the secondment. This agreement could include information relating to, for example:

- work that needs to be done before the secondment
- accommodation
- interpreters
- working hours and conditions
- remuneration, arrangements for overtime, travel expenses or allowances and benefits in kind (e.g. a car)
- holidays
- medical care and other social security provisions (e.g. life insurance and pension provision)
- intellectual property rights
- employer's liability insurance
- visas
- applicable law and dispute settlement.

#### ▪ **Intellectual property rights — Using and sharing results**

The coordination agreement should set out flexible and efficient rules to encourage and support cooperation between the parties as regards intellectual property. These should:

- facilitate implementation of the project
- protect and enable the best use of the results
- ensure the results are disseminated efficiently.

The rules may include identifying and agreeing on:

- protection, dissemination and exploitation of results
- how joint ownership will be managed
- any rules on access rights.

 They must NOT conflict with the rules set out in the two grant agreements.

**Protection, dissemination and exploitation of results.** The coordination agreement should set out rules how results will be identified, reported, protected, disseminated and exploited (including, if appropriate, the details of a joint strategy, covering for instance arrangements for co-authoring of publications and measures to ensure the visibility of EU funding).

You should put in place a process to identify valuable results and to ensure that no information is disseminated before measures have been taken to protect these results. (⚠ Note that regimes for the protection of results may vary depending on where protection is sought.)

⚠ The rules must ensure that decisions on disseminating the results take due account of the interests of all beneficiaries affected, while still allowing (at least part of) the results to be disseminated without unreasonable delay.

**Joint ownership.** The coordination agreement should set out arrangements for the allocation of joint ownership and its terms of exercise.

The parties should agree, in particular, to:

- the **protection regime** (e.g. *when and how to protect the intellectual property rights, and who would bear the costs of doing so, including the potential costs of enforcement*) and
- the conditions **for the dissemination and exploitation** (including for licensing to other parties), with, e.g. *specified limits and potentially provisions for profit sharing*.

⚠ Rules on joint ownership are particularly important under the EU grant agreement, where jointly produced results which cannot be separated are — by default — jointly owned by the beneficiaries and they must agree (in writing) on the terms of exercise (see Article 26 of the H2020 General MGA). Alternatively, joint owners may conclude separate agreements for each case of joint ownership.

**Access rights** (licences and user rights). The coordination agreement should set out rules on access to background and results, if this is needed either for the parties to be able to carry out the actions or to be able to exploit the results produced in the course of the actions.

#### ▪ Confidentiality obligations

The coordination agreement should set out the conditions under which the parties may disclose or use secret or confidential information. It should typically set out:

- a definition of what constitutes confidential information
- the confidentiality obligations (including their scope and duration)
- penalties for breach of confidentiality obligations (if necessary).

- **Liability, warranties & penalties — Financial responsibility for rejection of costs, reduction of the grant, recoveries and damages**

The coordination agreement must cover each party's liability for actions or omissions in the project (and possible guarantees, indemnities and penalties).

It should, in particular, cover:

- the procedure to be followed (*e.g. for serving the party with a warning, giving them the opportunity to object to the charge or to rectify the situation within a given period*)
- liability for damage caused and the related indemnification (and possible limitations of liability, including *force majeure*)
- possible penalties for non-compliance (stipulating clearly the terms of the penalties, *e.g. the amounts, the procedure for imposing a penalty and the interest due in cases of late payment*).

- **Boilerplate provisions**

'Boilerplate provisions' are standard contractual provisions included in agreements of all kinds. They set out the basic terms of an agreement, such as:

- its start and duration (i.e. entry into force and end (including early termination))

You should in particular specify:

- the duration of the coordination agreement in relation to the duration of the two grant agreements
- the conditions for automatic renewal and extension (if any)
- grounds for early termination and their consequences (*e.g. if the grant agreements are never signed, if the grant agreements are terminated early; if there are breaches of the coordination agreement, etc.*)
- methods for resolving disputes (in court, via arbitration or via mediation)
- the procedure for amendments (and the types of changes that require one)
- contact points for any correspondence
- the law applicable to the agreement.

Boilerplate provisions can also cover:

- waivers (which allow you to give up the right to sue the other parties for breach of a particular provision, without giving up any future claims under that provision)
- severability (which allows a court to remove a provision that isn't valid, while still keeping the rest of the agreement intact)
- assignments (which refers to your ability to sell or transfer your rights under the agreement to another party)

- force majeure (which means that no party is responsible for failures or delays if these are caused by circumstances beyond its reasonable control. These usually include:
  - fire
  - floods
  - storm
  - earthquakes
  - war
  - terrorism
  - fuel shortages
  - transport embargoes.