

		HORIZON EUROPE					
MGA H2020		Corporate MGA (Annexe 1 à C(2020)3759 de la DG BUDG)					
#article	titre	#article	titre	Modif.	Modification (type)	Raison(s) de la modification - précision	Reason for modification
PRESENTATION OF THE PARTIES		Id.					
	options 1 & 2		Id.	None			
	option 3		Id.	Form	COMPLETION	Ajout des agences exécutive CHAFFEA et EACEA	Executive agencies CHAFFEA & EACEA added
			option 4	Substc	INSERTION ART.	option 4 "for indirect management by EU funding bodies" (cf. RFUE) - Expl. Programmes délégués à une organisation internationale autorisée à user de ses règles propres car celles-ci ont été évaluées par la Commission européenne (CE) comme étant suffisamment similaires aux siennes (càd offrant les mêmes garanties)	option 4 "for indirect management by EU funding bodies" (cf. FR) - Expl. Programmes delegated to an international organisation that is authorised to use its own rules because the EC assessed those rules and considered those to be similar to its own (eg offering the same guarantees)
	the coordinator		id.	Form	SUPR.	N° TVA & identité du signataire supprimés	VAT ref. & signatory ID deleted
	the beneficiaries		id.	Form	SUPR.	N° TVA & identité du signataire supprimés	VAT ref. & signatory ID deleted
	definition of "beneficiari/ies"		id.	Substc	COMPLETION	la notion de "beneficiary" inclus également celle de coordinator et d'AE	the notion of "beneficiary" also refers to those of "coordinator" and of "affiliated entity/ies (AE)"
			si GA monobénéficiaire	Form	INSERTION ART.	AJOUT : clause prévoyant que si la GA est monobénéficiaire, les clauses renvoyant à la notion de "coordinator" ou aux "bénéficiaires" (pluriel) s'appliquent mutatis mutandis au bénéficiaire (singulier).	Addition for automatic wording consideration : if the GA is monobeneficiary, the provisions using the notions of "coordinator" and/or of "beneficiaries" (plural) will <i>mutatid mutandis</i> apply to the (mono)beneficiary
ANNEXES	liste of annexes	ANNEXES	Id.	Substc	MODIF.	les clauses spécifiques "programme" (dont HE) figureront en annexe 5	specific provisions pertaining to the concerned programme (inter alia HE) will be enclosed in Annex 5
ToC	58 article / 6 annexes	ToC	44 articles / 5 annexes	Form	OPTIMISATION REDAC	réduction du nombre d'articles et d'annexes (qualité juridique)	less number of articles & annexes (legal quality)
		DATA SHEET	insertion	Substc	INSERTION ART.	NOUVEAU : insertion d'une data sheet en 6 parties : (i) données générales ; (ii) les participants ; (iii) la subvention ; (iv) reporting, paiement et reversements ; (v) effets d'un manquement contractuel, loi applicable et résolution des différends ; (vi) Autres // pour eGrant - données extraites automatiquement après la GAP // les éléments essentiels du grant (contrat et subvention) et de l'action (du projet) figurent dans cette data sheet qui est donc contractuelle et prévaut sur les T&C (cf. art. 37 du corporate MGA)	NEW : the data sheet is composed of 6 parts : (i) general data, (ii) the participants, (iii) the grant, (iv) reporting, payment & reimbursement, (v) consequence of non-compliance, applicable law & dispute settlement forum (vi) other // eGrant : the data enclosed in the data sheet will automatically be inserted following the GAP phase /// the substantial elements of the grant, the agreement & the action (project) are summarised in this data sheet which is legally binding & prevails on the T&C (cf. art. 37 of corporate MGA)
TERMS AND CONDITIONS		Id.					
CHAPTER 1	GENERAL	Id.	Id.				
1	Subject of the agreement	1	Id.	Form	INSERTION AL.	insertion d'une mention en cas de GA conclu en application d'un FPA	provision inserted for the specific case of a GA concluded in execution of a FPA




							
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		2	Definitions	Substc	INSERTION ART.	Nouvelle définition : "participants" / cet art. ne contient pas toutes les définitions figurant dans le corps du MGA corporate (expl : "Agreement", "Data sheet", "linked action"...) - c'est volontaire // des définitions additionnelles figureront en annexe 5	new notion : "participants" / this art. doesn't comprise all the definitions used in the corpus of the corporate MGA (expl : "Agreement", "Data sheet", "linked action"...) - this is voluntary // specific definitions wrt the concerned programme will be enclosed in annex 5
CHAPTER 2	ACTION	Id.	Id.				
2	Action	3	Id.	Form	OPTIMISATION REDAC	notions de "complementary grant" et de "joint action" regroupées dans une notion plus générique de "linked action" + tenir compte de l'approche "portefeuille" de EIC & missions (spécifique HE cf. RDP)	H2020 MGA notions of "complementary grant" & of "joint action" are regrouped in a more general notion of "linked action" // this is also in order to take into account the EIC & missions portfolio approach in HE
3	Duration & starting date of the action	4	Duration & starting date	Form	OPTIMISATION REDAC	durée & date de commencement figurent dans la Data sheet	duration & starting date are set out in the Data sheet
4	Estimated budget & budget transfers	DATA SHEET	Id.	Form	SUPR.	Les éléments de ces anciens articles du MGA H2020 figurent désormais dans la Data sheet	The provisions of those H2020 MGA articles are in the Data sheet
4.1	Estimated budget	DATA SHEET, 5.4, 5.5	Id.	Form			
4.2	budget transferts	DATA SHEET, 5.4, 5.5	Id.	Form			
CHAPTER 3	GRANT	Id.	Id.				
5	Grant amount, form of grant, reimbursement rates & forms of costs	5	Grant	Form	OPTIMISATION REDAC		
5.1	Maximum Grant amount	5.2	Maximum Grant amount	Form	OPTIMISATION REDAC	montant de la subvention par réf. DATA SHEET // option spécifiques aux programmes disposant d'une réserve de contingence (pas applicable à HE)	grant amount by ref. DATA SHEET // option specific for programmes with contingency reserve (not applicable to HE)
5.2	Form of grant, reimbursement rates & forms of costs	5.1	form of grant	Form	OPTIMISATION REDAC	Un seul al. générique remplace l'actuel art. 5.2 du MGA H2020 + mise en cohérence avec le RFUE : "the grant is an action grant (réf. Art. 180, 2., (a) du RFUE) which takes the form of a budget-based mixed actual cost grant (i.e. ...)" // beaucoup moins détaillé mais suffisant	one more generally-drafted al. & coherence with FR : "the grant is an action grant (réf. Art. 180, 2., (a) du RFUE) which takes the form of a budget-based mixed actual cost grant (i.e. ...)" // less detailed drafting but sufficient
5.3	Final grant amount - calculation	22.3.4	final payment - final grant amount - revenues & profit - recovery	Form	OPTIMISATION REDAC	cf. art. 22.3.4 MGA corporate <i>infra</i>	cf. art. 22.3.4 MGA corporate <i>infra</i>
		5.3	Funding rate	Form	OPTIMISATION REDAC	mention optionnelle pour les programmes usant d'un taux de cofinancement unique par action // révision de l'art. 5.3.1 MGA H2020	optionnal mention for programmes using a single funding rate per action // art. 5.3.1 of MGA H2020 is revised
5.4	revised final grant amount - calculation	22.3.5	audit implementation after final payment - revised final grant amount - recovery	Form	OPTIMISATION REDAC	cf. art. 22.3.5 MGA corporate <i>infra</i>	cf. art. 22.3.5 MGA corporate <i>infra</i>




HORIZON 2020 LE PROGRAMME DE RECHERCHE ET D'INNOVATION DE L'UNION EUROPEENNE		HORIZON EUROPE					
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		5.4	Estimated budget, budget categories & forms of funding	Form	INSERTION ART.	budget prévisionnel ("estimated") : réf. Annex 2 - BoA contient les estimations des coûts éligibles et des contributions, par participant et ventilées par catégorie budgétaire // L'annexe 2 définit les types de coûts et contributions (forms of funding - cf. art. 125 RFUE) à utiliser pour chaque catégorie budgétaire //, en cas de coûts ou contributions unitaires, cf. Annexe 2a	"estimated" budget : cf. Annex 2 (BoA) that will contain the eligible costs & contributions estimations per participant & per budget categories // Annex 2 defines the costs & contributions categories / types (cf. forms of funding - art. 125 FR) to be used for each budget category // in case of unit contribution, cf. Annex 2a
		5.5	budget flexibility	Substc	INSERTION ART.	ajustement de la ventilation budgétaire possible sans avenant (cf. art. 39 MGA-HE) par transferts entre participants et catégories budgétaires tant que cet ajustement n'emporte pas modification substantielle ou importante du DoA (Annexe 1). Identification des cas particuliers nécessitant avenant ou approbation simplifiée conformément à art. 6.2 MGA HE - option pour flexibility caps spécifiques aux entreprises communes (JU) // les actions en lump sum nécessiteront toujours un avenant	adjusting the budget ventilation will be possible without amendment (cf. art. 39 corporate MGA) by transfer between participants & budget categories as long as such adjustment does not lead to a substantial modification of the DoA (Annex 1). Identification of the specific cases requiring an amendment or a simplified approbation in accordance with art. 6.2 of the corporate MGA HE - option for flexibility caps of the JU // Lump Sum actions will still require an amendment
6	eligible & inéligible costs	6	eligible & inéligible costs & contributions				
6.1	General conditions for costs to be eligible	6.1	general eligibility conditions	Substc	MODIF.	clause différente pour les unit costs (b)(i) ; (c) s'applique pour flat-rate costs and contributions ; (d) s'applique pour lump-sum costs & contributions et ajout d'un (iii) (livrables doivent être terminés dans la période prévue à article 4 MGA HE); nouvelle catégorie (f) "for financing not linked to costs".	provisions are different for the unit costs (b)(i) // (c) applies for flat-rate costs and contributions ; (d) applies for lump-sum costs & contributions & a new (iii) is added (livrables that have to be fulfilled within the period defined in art. 4 of the corporate MGA) // new category (f) "for financing not linked to costs" //
6.2	Specific conditions for costs to be eligible	6.2	specific eligibility conditions for each budget category				
A - direct personnel costs	A1 costs for employees (or equivalent)	A - Direct costs	A1 costs for employees (or equivalent)	Substc	MODIF.	SIMPLIFICATION : formule de calcul de coût unique au lieu de 3 dans H2020 : [annual personnel costs for the person / 215]*number of day-equivalents worked on the action(arrondi à la demie journée supérieure ou inférieure) - "annual" = quelle période de référence ? CE : pas le dernier exercice clos mais de là à le développer dans le MGA, à voir (NB : au moins dans l'annoté) & "additional remuneration" remplacée par "project-based remuneration" (peu utilisée en FR)	SIMPLIFICATION : single calculation formula instead of 3 in H2020 : [annual personnel costs for the person / 215]*number of day-equivalents worked on the action (round up or down to the next half-day) - "annual" = what period are you referring to ? EC answer : not the last closed financial year lbut it's not foreseen to write this in the MGA, maybe in the AMGA // "additional remuneration" is replaced by "project-based remuneration"
	A2 costs for natural persons working under direct contract		A2 costs for natural persons working under direct contract	Form			
	A3 costs of personnel seconded by a third party		A3 costs of personnel seconded by a third party against payment	Form		spécifique aux mises à disposition de personnel contre remboursement salaires + cotisations sociales	specific to secondment of personnel against reimbursement of salary costs (incl. Social charges)
	A4 costs of owners		A4 SME owners	Form	OPTIMISATION REDAC	A5 MGA H2020 inclus dans A4 MGA HE // A4 = SME owners + natural persons beneficiaries	A5 MGA H2020 included in A4 corporate MGA // A4 = SME owners + natural persons beneficiaries
	A5 costs of beneficiaries that are natural persons		A5 volunteers	Substc	INSERTION ART.	cas des volontaires : nouveauté liée au RFUE (cas des ONG) // clause non applicable à HE	Novelty related to the new FR (NGO) - Not to be used in HE
	A6 [option for personnel costs for providing [virtual] TNA to RI]			Substc	SUPR.	déplacée à art. 6.3 DX [other cost categories], disposition spécifique à HE qui apparaîtra dans le MGA corporate décliné pour HE	moved to art. 6.3 DX [other cost categories] in the corporate MGA when declined for HE




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B	direct costs for subcontracting	B	subcontracting costs	Substc	MODIF.	<p><i>ATTENTION : ne pas confondre avec notion FR de "sous-traitance" au sens de la loi de 1975 - le recours aux sous-contractants est traité comme un acte d'achat devant respecter les règles usuelles du bénéficiaire qui y a recours (notamment commande publique lorsqu'applicable) ainsi que les principes de "best value for money" et de prévention des conflits d'intérêts. Les tâches ainsi exécutées par le sous-contractant et coûts associés doivent figurer en Annexe 1 (DoA) et en Annexe 2 (BoA). insertion d'un al. spécifique à la communication d'informations classifiées au sous-contractant/ AJOUT d'options : "additionnal subcontracting rules" & "place of performance obligation" pour les programmes qui usent de ces options</i></p>	<p><i>Tasks undergone by a subcontractor must be identified in the DoA and the related cost incurred by the concerned beneficiary must be identified in the BoA (Annex 2) // When subcontracting by purchasing goods, works or services, the beneficiary must apply its usual purchase (procurement) rules & fulfill the "best value for money" criteria as well as manage conflict of interests . // Insertion of a specific provision relating to the disclosing of classified information to the sous-contractor // NEW OPTIONS : "additionnal subcontracting rules" & "place of performance obligation" for programmes using such options</i></p>
C	direct costs for providing financial support to third parties	DX	financial support to third parties	Substc	COMPLETION	<p>clause plus développée. Ces coûts doivent être identifiés dans le budget (annexe 2a) et les conditions d'éligibilité sont listées. Ce type de soutien est limité à l'octroi de subvention (grant) ou de prix (prize)</p>	<p>provision is more developed. This type of costs must be identified in Annex 2a (budget) & the eligibility conditions are listed. This kind of support is limited to grants & prizes</p>
D	other direct costs	C	Purchase costs	Substc	INSERTION AL.	<p><i>différence entre notions "subcontract" et "purchase" : cf. art. 2 (définitions) du MGA corporate// les 2 1ers alinéas sont les mêmes pour art. 6.2 (B) [subcontracting costs] & 6.2 (D) [purchasing costs] du MGA HE. la différence s'effectue selon la présentation de la réalisation des tâches en Annexe 1 (DoA) et leur ventilation en Annexe 2 (BoA)</i></p>	<p><i>Notions of "subcontract" & "purchase" : cf. art. 2 (definitions) of the corporate MGA - the 2 first al. are the same for art. 6.2 (B) [subcontracting costs] & (D) [purchasing costs] in the corporate MGA. The difference will lay wrt the presentation of the tasks in the DoA & their ventilation in Annex 2 (BoA)</i></p>
D1	travel costs & related subsistence allowances	C1	travel and subsistence	None	OPTIMISATION REDAC	<p><i>ajout de la mention des "coûts actuellement encourrus" ("costs actually incurred")</i></p>	<p><i>"costs actually incurred" added</i></p>
D2	depreciation costs of equipment, infrastructure or other assets	C2	Equipment	Substc	MODIF.	<p><i>seule l'option par défaut figure, les options propres au programme concerné (par ex. HE) figureront dans le MGA corporate adapté à HE en cours d'élaboration par la DG RTD, soit à cet article, soit en Annexe 5 ou les deux (expl : options relatives aux coûts de TNA à des IR)</i></p>	<p><i>only the default option remains. Options specific to the concerned programme (HE) will likely be included in the corporate MGA when declined for HE by the DG RTD, in this art. or in Annex 5 (such as options wrt to costs for providing TNA to RI)</i></p>





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INFRA	cost for providing TNA to RI			Substc	INSERTION ART.	option spécifique à HE à prévoir en option à l'art. 6.2 D.X et/ou en annexe 5	option specific to HE will likely be moved in art. 6.2 D.X and/or in Annex 5
INFRA	cost for providing virtual access to RI			Substc	INSERTION ART.	option spécifique à HE à prévoir en option à l'art. 6.2 D.X et/ou en annexe 5	option specific to HE will likely be moved in art. 6.2 D.X and/or in Annex 5
D3	costs of other goods & services	C3	other goods, works & services	Form	COMPLETION	ajout de "works", au sens "travaux", dans titre (alignement législation achats - Directives 2014/23 & 2014/24)	"works" added in the meaning of the public procurement legislation (Directives 2014/23 & 2014/24)
		D	other cost categories			pour lister au cas par cas d'autres types de coûts au cas par cas selon les programmes	to list other specific costs on a case by case basis
D4 [INFRA]	capitalised & operating costs of LRI	DX	[insert name of specific unit cost]	Form	OPTIMISATION REDAC	clause spécifique à HE qui figurera dans le corporate MGA décliné pour HE par la DG RTD (en cours d'élaboration)	provision specific to the HE programme that will therefore be added there [other cost categories] in the version of the corporate MGA dedicated to HE currently under construction by the DG RTD
D5	Costs of internally invoiced goods & services	DX	[insert name of specific unit cost]	Substc	COMPLETION	clause spécifique à HE qui figurera dans le corporate MGA décliné pour HE par la DG RTD (en cours d'élaboration) à l'art. 6.2 D.X et/ou en annexe 5	provision specific to the HE programme that will therefore be added there [6.2 D.X other cost categories] and/or in Annex 5 in the version of the corporate MGA dedicated to HE currently under construction by the DG RTD
E	indirect costs	E	Id.	Substc	MODIF.	<i>La clause sera adaptée à HE (flat-rate de 25% applicable sur les coûts directs éligibles prévu dans les RDP, sauf coûts liés aux volontaires, sous-contractants, de support financier à des tiers et coûts spécifiques incluant déjà des coûts indirects. NOUVEAU : flat-rate applicable aux mises à disposition de personnel travaillant hors des locaux du bénéficiaire)</i>	<i>Provision will be adapted to HE (25% flat-rate applicable on eligible direct costs as provided in the RfP, except direct cost for volunteers, subcontractors, financial support to third parties & specific costs that already include indirect costs. 25% FR will apply on secondment of staff outside the premises of the beneficiary)</i>
F	[options for specific costs]	F	Contributions [option]		INSERTION ART.		
6.3	Conditions for costs of linked third parties to be eligible	FX	[insert name of the contribution]	Substc	INSERTION ART.	<i>NOUVELLE notion de "contributions" de tiers à l'action pour lister au cas par cas d'autres types de contributions</i>	<i>NEW notion of "contributions" provided by third parties in order to list other types of contributions on a case by case basis</i>
6.4	Conditions for IKC provided by third parties free of charges to be eligible	FX	[insert name of the contribution]	Substc	INSERTION ART.		



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6.5	Ineligible costs	6.3	ineligible costs & contributions	Substc	MODIF.	liste des coûts inéligibles modifiée en (a), (b) pour tenir compte des synergies, nouveaux coûts inéligibles : coûts ou contributions liés aux personnels d'administration centralisée ou déconcentrée pour des activités qui font partie de l'activité normale de cette administration (pas limité au secteur public), coûts ou contributions (notamment frais de mission et de bouche) pour des employés ou représentants d'institutions, organismes ou agences de l'UE ; (e) autres coûts inéligibles [à lister au cas par cas]	The list of ineligible cost is modified in (a), (b) to take into account synergies // New identified ineligible costs : costs or contributions for staff of a national (or regional/local) administration for activities that are part of the administration's normal activities, costs or contributions (esp. travel & subsistence) for staff or representatives of EU institutions, bodies or agencies /// (e) other ineligible costs [case by case]
6.6	consequences of declaration of ineligible costs	6.4	Consequences of non-compliance	None	OPTIMISATION REDAC		
CHAPTER 4	RIGHTS & OBLIGATIONS OF THE PARTIES	Id.	GRANT IMPLEMENTATION	Form			
		SECTION 1	CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES & OTHER PARTICIPANTS	Form		NB : plusieurs notions sont définies dans les art. précédents (cf. supra)	NB : several notions are also defined in the previous art. (see above)
		7	Beneficiaries	Form	INSERTION ART.	bénéficiaires = signataires [parties plutôt] du GA responsables de l'exécution et du respect des droits et obligations figurant au GA. Exécution du GA de bonne foi, doivent disposer des ressources appropriées pour ce faire, ont une responsabilité technique conjointe. Définition des rôles et responsabilités des bénéficiaires, dont le coordinateur (maintien de l'interdiction de déléguer ou sous-contracter ses tâches à un tiers, y compris une AE, sauf pour les public bodies par "authorisation to administer" mais uniquement pour versements aux autres bénéficiaires // cas des "sole beneficiaries" // renvoi à un internal arrangements (tel accord de consortium) et, en cas de "linked actions" à des arrangements (tel collaboration agreement)	beneficiaries [= "signatories" ? Should be "parties"] responsible for the execution and compliance of their obligations under the GA. In Good faith. They must have the appropriate resources therefore. Identification of a joint technical responsibility. Definition of the roles & responsibilities of the beneficiaries, incl. the coordinator (still not allowed to delegate / assign nor to subcontract its coordination tasks, event to an AE, except public bodies by "authorisation to administer" (only for payment to co-beneficiaries) // case of the "sole beneficiaries") // ref. internal arrangements (incl. consortium agreement) &, in case of "linked actions", to arrangements (incl. collaboration agreement)
14		8	Affiliated entities (AE)	Form	INSERTION ART.	AE inclus la notion de "third party linked to a beneficiary" existant sous H2020 - lister les AE - les bénéficiaires concernés doivent leur répercuter les clauses adéquates (non-identifiées) du GA, notamment en matière de contrôle par OLAF, ECA et granting authority - réf. À Annexe 2 (BoA) - recouvrement de sommes indues par une AE s'effectuera via le bénéficiaire concerné (pas d'action directe de l'UE en l'absence de lien juridique direct avec les AE).	notion of "AE" comprises the notion of "third party linked to a beneficiary" that exists under H2020 // AE will be listed and the concerned beneficiaries will have to flow them down appropriate provisions of the GA which are not listed (as those can be for other type of participants not being beneficiaries or AE), especially wrt controls & audits // ref. Annex 2 (BoA) - recovery of undue amounts received by an AE via its beneficiary (no direct action by the granting authority possible as no direct legal link exists).
		9	other participants involved in the action	Form	INSERTION ART.		
8		9.1	Associated partners	Form	INSERTION ART.	spécifique aux programmes de l'UE incluant de tels partenaires (MSCA) : les lister, mode de recours et tâches qui leur sont attribuées à identifier dans Annexe 1 (DoA). Ne peuvent pas déclarer de coûts (principe général d'inéligibilité) - identification des clauses du GA à leur répercuter impérativement, dont celle relative aux contrôles & audits	specific for EU programmes involving those type of participants (MSCA) : they will be listed and the way they are involved and for which tasks (to be clearly identified in the DoA). These AP cannot declare costs (ineligibility general principle) - identification of the provisions of the GA to be flowed down to AP (mandatory), notably those wrt controls & audits
11		9.2	third parties giving in-kind contributions (IKC) to the action	Form	INSERTION ART.	spécifique aux programmes de l'UE incluant de tels partenaires : ces tiers n'exécutent pas des tâches du projet mais apportent des moyens en nature, éventuellement contre paiement si incl. Annexe 2 parmi les coûts du bénéficiaire concerné. Le recours à ces tiers doit être identifié dans le DoA (annexe 1) et doivent accepter les contrôles & audits (répercussion clauses)	specific for EU programmes involving those type of participants who don't undergo tasks but provide IKC, eventually against payment when identified as such in the BoA among the concerned beneficiary's direct eligible costs. Their involvement must be stated in the DoA and several provisions of the GA must be flowed down to them (mandatory), notably those wrt controls & audits





							
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13		9.3	subcontractors	Substc	INSERTION ART.	spécifique aux programmes de l'UE incluant le recours à des sous-contractants, si cela est nécessaire à exécution, à condition que recours soit identifié en annexe 1 (DoA) et budgété en Annexe 2. Identification des dispositions à leur répercuter impérativement, dont en matière de contrôle ; leur implication dans l'action semble plus contraignante que dans H2020	specific for EU programmes involving those type of participants, when necessary to the implementation of the action and provided that their involvement and the tasks subcontracted to them are clearly identified in the DoA and the related costs identified in the BoA - identification of the provisions of the GA to be flowed down to them (mandatory), notably those wrt controls & audits
15		9.4	recipients of financial support to third parties	Form	INSERTION ART.		
		10	participants with special status	Substc	INSERTION ART.		
14a		10.1	non-EU participants	Form	INSERTION ART.	spécifique aux programmes de l'UE incluant de tels partenaires (third countries entities), afin de leur appliquer certains standards européens ou équivalent et permettre la conduite des contrôles & audits	specific for EU programmes involving those type of participants (third countries entities) in order to make them comply with certain european standards and to allow controls & audits onto them
14a		10.2	participants which are international organisations	Form	INSERTION ART.	spécifique aux programmes de l'UE incluant de tels partenaires	specific for EU programmes involving those type of participants
		10.3	pillar-assessed participants	Form	INSERTION ART.	spécifique aux programmes de l'UE incluant de tels partenaires (cf. art. 154 du RFUE & annexe 5)	specific for EU programmes involving those type of participants (cf. art. 154 of FR & annexe 5)
SECTION 1	RIGHTS & OBLIGATIONS RELATED TO IMPLEMENTING THE ACTION	SECTION 2	RULES FOR CARRYING OUT THE ACTION			NB : par suppressions et/ou reventilation dans d'autres articles	NB : by deleting &/or ventilating provisions in other articles
7	General obligation to properly implement the action	11	proper implementation of the action	None			
7.1	General obligation to properly implement the action	11.1	obligation to properly implement the action	None			
7.2	Consequences of non-compliance	11.2	Id.	Form	OPTIMISATION REDAC		
8	Resources to implement the action - third parties involved in the action			Form	SUPR.	il s'agissait d'article chapeau aux suivants	
9	implementation of action tasks by beneficiaries not receiving EU funding			Form	SUPR.		
9.1	rules for the implementation of action tasks by beneficiaries not receiving EU funding			Form	SUPR.		
9.2	Consequences of non-compliance			Form	SUPR.		
10	Purchase of goods, works or services	6.2, C	Purchase costs	Form	OPTIMISATION REDAC	clause intégrée à art. 6.2 C	provision included in art. 6.2 C
10.1	Rules for purchasing goods, works or services	6.2, C	other goods, works & services	Form	OPTIMISATION REDAC	clause intégrée à art. 6.2 C.3	provision included in art. 6.2 C.3
10.2	Consequences of non-compliance			Form	SUPR.	déjà prévu par ailleurs dans le MGA corporate	already provided for elsewhere in the MGA corporate
11	use of in-kind contributions (IKC) provided by third parties against payment	6.2 D.X	other cost categories	Form	OPTIMISATION REDAC	exception au principe du RFUE (IKC free of charge) donc clause spécifique à HE qui devrait figurer dans le MGA corporate adapté à HE à adopter par la DG RTD	exception to the principle lay down in the R (IKC free of charge) therefore this clause should be inserted in the corporate MGA for HE to be adopted by the DG RTD
11.1	Rules dor the use of IKC against payment	6.2 D.X	other cost categories	Form	OPTIMISATION REDAC	exception au principe du RFUE (IKC free of charge) donc clause spécifique à HE qui devrait figurer dans le MGA corporate adapté à HE à adopter par la DG RTD - les IKC contre paiement sont à déclarer par le bénéficiaire concerné au titre de ses coûts directs	exception to the priniple lay down in the R (IKC free of charge) therefore this clause should be inserted in the corporate MGA for HE to be adopted by the DG RTD - IKC against paiement must be declared by the concerned beneficiary as direct costs
11.2	Consequences of non-compliance			Form	SUPR.	déjà prévu par ailleurs dans le MGA corporate	already provided for elsewhere in the MGA corporate
12	use of IKC provided by third parties free of charge	9.2	third parties giving in-kind contributions (IKC) to the action	Form	OPTIMISATION REDAC	clause intégrée à l'art. 9.2 + mise en cohérence avec RFUE	provision included in art. 9.2 + coherence with FR
12.1	rules for the use of IKC free of charge			Form	OPTIMISATION REDAC	clause intégrée à l'art. 9.2 + mise en cohérence avec RFUE	provision included in art. 9.2 + coherence with FR



HORIZON 2020 LE PROGRAMME DE RECHERCHE ET D'INNOVATION DE L'UNION EUROPEENNE		HORIZON EUROPE					
MGA H2020		Corporate MGA (Annexe 1 à C(2020)3759 de la DG BUDG)					
#article	titre	#article	titre	Modif.	Modification (type)	Raison(s) de la modification - précision	Reason for modification
12.2	Consequences of non-compliance			Form	SUPR.	déjà prévu par ailleurs dans le MGA corporate	already provided for elsewhere in the MGA corporate
13	Implementation of action tasks by subcontractors	9.3	subcontractors	Form	OPTIMISATION REDAC	clause intégrée à art. 9.3	provision included in art. 9.3
13.1	rules for subcontracting action tasks			Form	OPTIMISATION REDAC	clause intégrée à art. 9.3	provision included in art. 9.3
13.2	Consequences of non-compliance			Form	OPTIMISATION REDAC	déjà prévu par ailleurs dans le MGA corporate	already provided for elsewhere in the MGA corporate
14	Implementation of action tasks by linked third parties	8	Affiliated entities (AE)	Form	OPTIMISATION REDAC	clause intégrée à art. 8	provision included in art. 8
14.1	rules for calling upon linked third parties to implement part of the action	8	Affiliated entities (AE)	Form	OPTIMISATION REDAC	clause intégrée à art. 8	provision included in art. 8
14.2	Consequences of non-compliance			Form	OPTIMISATION REDAC	déjà prévu par ailleurs dans le MGA corporate	already provided for elsewhere in the MGA corporate
14a	Implementation of action tasks by international partners	10	participants with special status	Form	OPTIMISATION REDAC	clause intégrée à art. 10	provision included in art. 10
14a.1	rules for calling upon international partners to implement part of the action	10	participants with special status	Form	OPTIMISATION REDAC	clause intégrée à art. 10	provision included in art. 10
14a.2	Consequences of non-compliance			Form	SUPR.	déjà prévu par ailleurs dans le MGA corporate	already provided for elsewhere in the MGA corporate
15	Financial support to third parties	DX	financial support to third parties	Form	OPTIMISATION REDAC	clause intégrée dans 6.2 D.X	provision included in art. 6.2 D.X
15.1	rules for providing support to third parties	DX	financial support to third parties	Form	OPTIMISATION REDAC	clause intégrée dans 6.2 D.X	provision included in art. 6.2 D.X
15.2	financial support in the form of prizes	DX	financial support to third parties	Form	OPTIMISATION REDAC	clause intégrée dans 6.2 D.X	provision included in art. 6.2 D.X
15.3	Consequences of non-compliance			Form	SUPR.	déjà prévu par ailleurs dans le MGA corporate	already provided for elsewhere in the MGA corporate
16	provision of trans-national or virtual access to research infrastructure (RI)	ANX05-INFRA	specific rules for carrying out the action activities [provisions of TNA or virtual access to RI]	None		clause spécifique à HE qui figurera dans le corporate MGA décliné pour HE par la DG RTD (en cours d'élaboration) à l'annexe 5	provision specific to the HE programme that will therefore be added in Annex 5 in the version of the corporate MGA dedicated to HE currently under construction by the DG RTD
		18	specific rules for carrying out the action		INSERTION ART.	spécifique aux programmes de l'UE prévoyant des règles spécifiques de mise en œuvre	specific for EU programmes having specific implementing rules
		18.1	specific rules for carrying out the action		INSERTION ART.	renvoi à Annexe 5 où figureront certaines clauses spécifiques aux actions ERC ou MSCA etc.	Cf. Annex 5 for ERC, MSCA etc.
		18.2	Consequences of non-compliance		INSERTION ART.	Id. H2020 & mise en cohérence avec le RFUE : réduction du montant de la subvention ou autre mesure cf. chap. 5	Id. H2020 & MEC FR : reduction of grant amount or other measure set forth in chap. 5
SECTION 2	RIGHTS & OBLIGATIONS RELATED TO THE GRANT ADMINISTRATION	SECTION 3	GRANT ADMINISTRATION				
17	General obligation to inform	19	general information obligations	None			
17.1	general obligation to provide information upon request	19.1	information requests	Substc	COMPLETION	fournir info "accurate, precise & complete" dans le format requis (notamment informatique)	information must be "accurate, precise & complete" and in the requested format
17.2	obligation to keep information up to date & to inform about events & circumstances likely to affect the agreement	19.2	Participant Register data updates	Form	OPTIMISATION REDAC	art. 17.2 du MGA H2020 est scindé en 2 (19.2 & 19.3 du MGA corporate)	art. 17.2 of H2020 MGA is divided in 2 (art. 19.2 & 19.3 of the corporate MGA)
		19.3	Information about event & circumstances which impact the action	Form	COMPLETION	obligation d'informer l'autorité d'octroi et non plus le coordinateur // (a) (ii) modifié pour réf. aux linked actions et non plus linked third parties	obligation to inform the granting authority et not the coordinator // (a) (ii) modified to ref. to "linked actions" instead of "linked third parties"
17.3	Consequences of non-compliance	19.4	Id.	None			
18	keeping records - supporting documentation	20	record-keeping				
18.1	obligation to keep records & other supporting documentation	20.1	keeping record & supporting documents	Form			





							
MGA H2020		Corporate MGA (Annexe 1 à C(2020)3759 de la DG BUDG)					
#article	titre	#article	titre	Modif.	Modification (type)	Raison(s) de la modification - précision	Reason for modification
18.1.1	records & other supporting documentation on the scientific & technical implementation			Form	OPTIMISATION REDAC	intégré à l'al. 1 du 20.1 (rédaction générique aux aspects scientifiques et financiers)	intégré à l'al. 1 du 20.1 (rédaction générique aux aspects scientifiques et financiers)
18.1.2	records & other documentation to support the costs declared			Form	OPTIMISATION REDAC	inséré directement dans 20.1 (nouvel al. 2)	H2020 provision inserted in art. 20.1 (new al. 2)
18.2	Consequences of non-compliance	20.2	Consequences of non-compliance	None			
19	Submission of deliverables	21.1		Form	SUPR.	inclus dans l'obligation générale de reporting figurant à art. 21.1	H2020 provision included in the general reporting obligation set forth in art. 21.1
19.1	Obligation to submit deliverables			Form	SUPR.		
19.2	Consequences of non-compliance			Form	SUPR.		
20	Reporting - payment requests	21	reporting				
20.1	obligation to submit reports	21.1	continuous reporting	Substc	COMPLETION	obligation de reporting continu sur les progrès (évolution) de l'action, donc élargie à tous les aspects (remise livrables, milestones, outputs.outcomes, critical risks, indicateurs, etc.)	obligation of continuous reporting on progress (evolution) of the action :
20.2	Reporting periods			Form	OPTIMISATION REDAC	cf. Data sheet	cf. Data sheet
20.3	periodic reports - requests for interim payment	21.2	periodic reporting: technical reports & financial statements	Form	OPTIMISATION REDAC	clause optimisée / request for payments reportée en data sheet	request for payments : cf. data sheet
20.4	final report - request for payment of the balance						
20.5	information on cumulative expenditure incurred						
20.6	currency for financial statements & conversion into euro	21.3	Id.	Form	OPTIMISATION REDAC	option 1 pour programmes prévoyant "double conversion rule" càd quand le bénéficiaire tient ses comptes en devises et non en Euros	option 1 for programmes with "double conversion rule" eg when the beneficiary use a bank account in a currency other than the Euro
20.7	language of the reports	21.4	reporting language	Form	OPTIMISATION REDAC		
20.8	Consequences of non-compliance	21.5	Id.	Form	OPTIMISATION REDAC		
		22	payments & recovery - calculation of amounts due				
21	payments & payments arrangements	22.1	Id.	Form	OPTIMISATION REDAC	réf. Data sheet pour modalités - en euros au coordinateur qui distribue dans délai raisonnable - coûts transfert - date de valeur = date débit compte EC ou agence / clause plus générale, moins détaillée dans la rédaction que pour H2020	cf. Data sheet for modalities - payments are made in euros to the coordinator who must transfer within a reasonable period - transfer costs - date to be considered = date of withdrawal from the granting authority's account // the provision is drafted in a more general way, less detailed than in the H2020 MGA
		22.2	recoveries	Substc	INSERTION ART.	conforme à la pratique actuelle sous H2020 et sera donc contractuelle sous HE // l'option relative aux programmes prévoyant la responsabilité conjointe des bénéficiaires n'est pas applicable à HE // recouvrement forcé contre une AE : cf. point 4.4 de la DATA SHEET	conform to the actual practise under H2020 so now clearly contractual // option pertaining to programmes with joint & several liability of beneficiaries doesn't concern HE // forced recovery towards an AE: cf. DATA SHEET point 4.4
21.1	payments to be made	22.3	amount due	Form	OPTIMISATION REDAC	réorganisation al. des art. 21.2 à 21.5 du MGA H2020	reorganisation of al. of art. 21.2 à 21.5 MGA H2020
21.2	pre-financing payment - amount - amount retained for the guarantee fund	22.3.1	pre-financing payments	None		notion de "initial prefinancing" et de "additional prefinancing", par réf. À la Data sheet (point 4.2)	notion of "initial prefinancing" & of "additional prefinancing" by referring to the Data sheet (point 4.2)
		23	guarantees	None		Article pas applicable à HE car Mutual insurance mechanism (IMI)	Article not applicable to HE which has a Mutual insurance mechanism (IMI)
		23.1	Pré-financing guarantee	None		Article pas applicable à HE car Mutual insurance mechanism (IMI)	Article not applicable to HE which has a Mutual insurance mechanism (IMI)
		23.2	Consequences of non-compliance			Article pas applicable à HE car Mutual insurance mechanism (IMI)	Article not applicable to HE which has a Mutual insurance mechanism (IMI)





MGA H2020		Corporate MGA (Annexe 1 à C(2020)3759 de la DG BUDG)		HORIZON EUROPE			
#article	titre	#article	titre	Modif.	Modification (type)	Raison(s) de la modification - précision	Reason for modification
		22.3.2	amount due at beneficiary termination - recovery	Substc	MODIF.	modification surtout formelles (regroupement de clauses H2020) et conforme à la pratique sous H2020.	Mainly formal modifications (H2020 provisions being regrouped) - in conformity with the actual H2020 pactise
21.3	interim payments - amount - calculation	22.3.3	interim payments	Substc	MODIF.	modification surtout formelles (regroupement de clauses H2020) et conforme à la pratique sous H2020.	Mainly formal modifications (H2020 provisions being regrouped) - in conformity with the actual H2020 pactise
21.4	payment of the balance - amount - calculation - release of the amount retained for the guarantee fund	22.3.4	final payment - final grant amount - revenues & profit - recovery	Substc	MODIF.	modification surtout formelles (regroupement de clauses H2020) et conforme à la pratique sous H2020. // "revenue" = "receipt" d'H2020 mais limitée aux "for-profit entities" conformément au RFUE	Mainly formal modifications (H2020 provisions being regrouped) - in conformity with the actual H2020 pactise - "revenue" under HE = "receipt" under H2020 // NB: non-profit entity not concerned by decalaration of revenue (FR provision : non-profit entity are deemed to respect the non-profit principle)
21.5	notification of amounts due						
21.6	currency for payments						
21.7	payments to the coordinator - distribution to the beneficiaries	22.1		Form	OPTIMISATION REDAC		
21.8	bank account for payments			Form	SUPR.	les réf. bancaires seront dans la data sheet	Bank references will be in the data sheet
21.9	costs of payment transfers	22.1		Form	OPTIMISATION REDAC	dispositions incluses dans art. 22.1 MGA corporate	provisions included in art. 22.1 MGA corporate
21.10	date of payment	22.1		Form	OPTIMISATION REDAC	dispositions incluses dans art. 22.1 MGA corporate	provisions included in art. 22.1 MGA corporate
21.11	Consequences of non-compliance	22.5	Id.	None			
		24	certificates				
		24.1	optional verification report (OVR)	None		clause non-applicable à HE	provision non-applicable to HE
		24.2	Certificate on the financial statements (CFS)	Substc	MODIF.	cf. DATA SHEET pour modalités (est-ce requis et selon quel calendrier)	cf. DATA SHEET for modalities (is it required and following which schedule)
		24.3	Certificate on the compliance of usual accounting practices (CoMUC)	Form	INSERTION ART.	clause spécifique à HE à fournir par la DG RTD (le CoMUC n'est pas utilisé dans tous les programmes)	specific provision for HE to be provided by DG RTD (CoMUC isn't used in all EU programmes)
		24.4	combined review (SPA)	Substc	INSERTION ART.	clause spécifique à HE à fournir par la CE. Le Systems & processes audit (SPA) est une nouveauté dont les modalités précises sont encore mal connues. Ne devrait pas être obligatoire mais sur la base du volontariat de bénéficiaires intéressés	specific provision for HE to be provided by the EC, the Systems & processes audit (SPA) is a new feature which detailed modalities are not known yet. Not mandatory but only if beneficiaries volunteers
		24.5	Consequences of non-compliance	None		conforme à la pratique actuelle sous H2020	Conform to the actual H2020 pratice
22	checks, reviews, audits & investigations - extension of findings	25	Id.	Form	OPTIMISATION REDAC	clause réduite à un al.	provision summarized in a sole al.
22.1	checks, reviews & audits by the [agency & the] Commission	25.1	granting authority checks, reviews & audits				
22.1.1	right to carry out checks	25.1.1	Internal checks	Form			
22.1.2	right to carry out reviews	25.1.2	Projects review	Form			
22.1.3	right to carry out audits	25.1.3	Audits	Form	OPTIMISATION REDAC	le draft audit report n'est plus transmis au coordinateur mais au bénéficiaire concerné	the draft audit report will not be communicated to the coordinator but only to the concerned beneficiary
		25.2	EC checks, reviews & audits in grants of other granting authorities	Form	OPTIMISATION REDAC	car la CE a un droit d'audit sur la gestion réalisée par ses agences etc.	because the EC has a right of auditing the management of EU funds implemented by its agencies & bodies etc.




							
MGA H2020		Corporate MGA (Annexe 1 à C(2020)3759 de la DG BUDG)					
#article	titre	#article	titre	Modif.	Modification (type)	Raison(s) de la modification - précision	Reason for modification
		25.3	access to records for assessing simplified forms of funding	Substc	OPTIMISATION REDAC	ajout par rapport MGA H2020 qui ne semble pas anormal	New provision wrt the H2020 MGA that does not seem abnormal
22.2	investigations by the anti-fraud office (OLAF)	25.4	OLAF, EPPO [European public prosecutor's office] & ECA audits & investigations	Form	COMPLETION	ajout de l'EPPO (Règlement 2017/1939) et de 3 alinéas relatifs à (i) obligation de transmettre information demandées par ces organismes de contrôle, (ii) aux visites sur site (on-spot) et (iii) les informations transmises doivent être "accurate, precise & complete"	Inclusion of the EPPO (REG 2017/1939) as potential auditor as well as 3 al. Pertaining to (i) obligation to transmit information requested by those controlling authorities, (ii) on-site / on-spot visits & (iii) the information communicated must be "accurate, precise & complete"
22.3	checks & audits by the European court of auditors (ECA)	25.4	OLAF, EPPO [European public prosecutor's office] & ECA audits & investigations	Form	COMPLETION		
22.4	checks, reviews, audits & investigations for international organisations		cf. art. 10.3 ?	Form	SUPR.	à confirmer mais sans doute en raison des privilèges & immunités, spécifiques à chaque OI, La clause H2020 était de toute façon optionnelle	The H2020 provision was optional anyway
22.5	consequences of findings in checks, reviews, audit & investigations - extension of findings	25.5	consequences of checks, reviews, audits & investigations - extension of results of reviews, audits & investigations	Form			
22.5.1	Finding in this grant	25.5.1	consequences of checks, reviews, audits & investigations in this grant	Form	OPTIMISATION REDAC	Sur le fond, aucune modification concrète	No substantial modification
22.5.2	Finding in other grant	25.5.2	extension from other grants	Form	OPTIMISATION REDAC	Réduction du délai de soumission d'observations par le bénéficiaire après notification de 90 à 60 jours (extension possible, rarement refusée par la CE) - C'est le délai fixé par le RFUE	Decreasing of the time period within which the beneficiary is allowed to submit observation (from 90 to 60 days, the latter being the delay set forth in the FR) // NB : extension upon request always possible & generally accepted by the EC
22.5.3	procedure						
22.6	Consequences of non-compliance	25.6	Id.	None			
23	evaluation of the impact of the action	26	impact evaluations			cf. version annotée MGA HE à venir	cf. AMGA HE to be disclosed (sept. 2020)
23.1	right to evaluate the impact of the action	26.1	impact evaluation	Form	OPTIMISATION REDAC	concernant l'évaluation : cf. RDP (key pathways)	cf. RoP (key pathways)
23.2	Consequences of non-compliance	26.2	Id.	None			
SECTION 3	RIGHTS & OBLIGATIONS RELATED TO BACKGROUND & RESULTS			Form		La plupart des clauses PI étant spécifiques à HE, elles figureront en Annexe 5	Most of the IP provisions are specific to HE & will be moved to Annex 5 of the Corporate MGA ("ANX05")
		16	IPR - Background & results - AR & rights of use				
23a	Management of IP			Substc	SUPR.		
23a.1	obligation to take measures to implement the commission recommendation on the management of IP in knowledge transfer activities			Substc	SUPR.		
23a.2	Consequences of non-compliance			Substc	SUPR.		
24	Agreement on background	16.1	Background & AR to background				
24.1	Agreement on background			Form	SUPR.	cf. annexe 5	cf. annexe 5
		ANX05		Form	OPTIMISATION REDAC	cf. annexe 5 : des options figurent déjà en matière de PI pour les programmes pour lesquels in accord sur une liste de background est obligatoire // obligation d'en informer l'autorité d'octroi	cf. annexe 5 which already provides for specific provisions pertaining to programmes with mandatory list of background // obligation to inform the granting authority
24.2	Consequences of non-compliance			Substc	SUPR.	cf. annexe 5	cf. annexe 5





							
MGA H2020		Corporate MGA (Annexe 1 à C(2020)3759 de la DG BUDG)					
#article	titre	#article	titre	Modif.	Modification (type)	Raison(s) de la modification - précision	Reason for modification
25	access rights (AR) to background	16.1	Background & AR to background	Substc	MODIF.	clause générique à tous les programmes de l'UE, il est vraisemblable que la clause spécifique à HE soit différente	generic provision to all EU programmes. The specific provision for HE might be differently drafted
		ANX05		Form	OPTIMISATION REDAC	cf. annexe 5 pour clauses spécifiques à HE relatives au background et droits d'accès afférents	cf. annex 5 for HE specific provisions pertaining to background and relating AR
26	ownership of results	16.2	Id.	Form		rédaction au pluriel - cf. annexe 5 pour rédaction alternative	drafting is plural instead of singular in H2020 MGA - cf. annex 5 for alternated drafting
		ANX05		Form	OPTIMISATION REDAC	cf. annexe 5 pour clauses spécifiques à HE relatives à la propriété des résultats	cf. annex 5 for HE specific provisions pertaining to ownership of results
27	protection of results - visibility of EU funding	ANX05	Id.	Form	OPTIMISATION REDAC	art. sera déplacé en Annexe 5	art. will be moved to Annex 5
28	Exploitation of results	ANX05		Substc	MODIF.	art. sera déplacé en Annexe 5	art. will be moved to Annex 5
		16.4	specific rules on IPR, results & background	None	OPTIMISATION REDAC	art. sera déplacé en Annexe 5	art. will be moved to Annex 5
28.3	Consequences of non-compliance	16.5	Id.	None			
29	Dissemination of results - Open access - visibility of EU funding	ANX05		Substc	MODIF.	art. sera déplacé en Annexe 5 - open access immédiat sans délai	art. will be moved to Annex 5 - immediate open access at time of publication
29.4	information on EU funding - obligation & right to use the EU emblem	17.2	Visibility - European flag & funding statement	Form	OPTIMISATION REDAC	4 EU Emblem (logos drapeau étoilé) reproduits dans MGA HE // modification des mentions imposées par CE	EU Emblem (EU flag) reproduced in the MGA corporate // modification of the mandatory mentions imposed by the UE on the beneficiaries
29.5	disclaimer excluding [Commission][Agency] responsibility	17.3	quality of information - disclaimer	Substc	INSERTION AL.	AJOUT al. 1 / REVISION REDACTION al. 2 : al. 1 ajouté "les communication effectuées doivent utiliser des "factually accurate information" / al. 2 rédigé afin que le disclaimer soit le même pour tout les projets	NEW al. 1 : the communication made must use/rely on "factually accurate information" // REVISED DRAFTING of al. 2 so that the disclaimer is the same for all actions
		17.4	specific communication & visibility rules	Form	OPTIMISATION REDAC	renvoi général à l'Annexe 5 pour ces dispositions spécifiques à HE	General reference to Annex 5 for those provisions specific to HE
29.6	Consequences of non-compliance	17.5	Id.	None			
30	transfer & licensing of results	ANX05		Substc	COMPLETION	art. sera déplacé en Annexe 5	art. will be moved to Annex 5
SECTION 4	OTHER RIGHTS & OBLIGATIONS						
32	recruitment & working conditions for researchers						
32.1	obligation to take measures to implement the European charter for researchers & code of conduct for the recruitment of researchers	ANX05	Id.	None		art. sera déplacé en Annexe 5	art. will be moved to Annex 5
		ANX05-ERC	specific rules regarding the recruitment and working conditions for researchers			art. sera déplacé en Annexe 5, de même que clauses relatives au PI et à son équipe	art. will be moved to Annex 5 as well as provision relating to the PI and his/her team




		HORIZON EUROPE					
MGA H2020		Corporate MGA (Annexe 1 à C(2020)3759 de la DG BUDG)					
#article	titre	#article	titre	Modif.	Modification (type)	Raison(s) de la modification - précision	Reason for modification
32.2	Consequences of non-compliance			Substc	SUPR.		
33	Gender equality						
33.1	obligation to aim for gender equality	ANX05	Id.	Substc	COMPLETION		
33.2	Consequences of non-compliance			Substc	SUPR.		
34	Ethics & research integrity	14	Ethics & values				
		14.1	Ethics	Form	OPTIMISATION REDAC	référence explicite à l'Annexe 5, laquelle permet déjà l'adjonction de clauses spécifiques en matière d'éthique et de valeur	Explicit reference to Annex 5 which already includes specific clauses (not drafted) pertaining to ethics & values
		14.2	Values	Substc	INSERTION ART.	respecter les valeurs de l'UE (respect de dignité humaine, liberté, démocratie...) / renvoi à Annexe 5	must respect EU values (human dignity, freedom, democracy...) - specific provision set forth in Annex 5 may apply
		ANX05		Form	OPTIMISATION REDAC	cf. annexe 5 complètera cet art.	cf. annex 5 which will supplement this art.
34.4	Consequences of non-compliance	14.3	Id.	None			
35	Conflict of interests	12	Id.				
35.1	obligation to avoid conflict of interests	12.1	Conflict of interests	Substc	COMPLETION	définition du "conflit d'intérêts" légèrement différente ("emotional life") par mise en cohérence avec le RFUE donc légèrement élargie	notion of "conflict of interests" slightly different ("emotional life") because MEC with FR, therefore slightly broader than under H2020 (FR of 2012)
35.2	Consequences of non-compliance	12.2	Id.	None			
36	confidentiality	13	Confidentiality & security				
36.1	general obligation to maintain confidentiality	13.1	Sensitive information	Form	OPTIMISATION REDAC	plus générale car clauses spécifiques seront en Annexe 5	drafting is more generic as specific provisions will be set forth in Annex 5
36.2	Consequences of non-compliance	13.3	Id.	None			
37	Security related obligations	ANX05		Form	OPTIMISATION REDAC	cf. annexe 5 complètera cet art. lequel est, pour la majorité de ses dispositions H2020, reporté à cette annexe 5	cf. annex 5 which will supplement this art. // main provisions of this art. in H2020 MGA will be moved to Annex 5
37.2	classified information	13.2	Classified information	Form	OPTIMISATION REDAC	un seul al. (réf. REG 2015/444) et renvoi annexe 5	only one al. ref. REG 2015/444 & to annex 5
37.4	Consequences of non-compliance			None	OPTIMISATION REDAC	clause déjà prévue par ailleurs dans le MGA corporate	deleted as already provided in the corpus of the MGA corporate
38	promoting the action - visibility of EU funding	17	communication & visibility				
38.1	communication activities by the beneficiaries						
38.1.1	obligation to promote the action & its results	17.1	communication - promotion of the action	Form	OPTIMISATION REDAC	un al. au lieu de 3 // 3° al. Du MGA H2020 sera a priori en Annexe 5	one al. Instead of 3 // 3rd al. Of H2020 MGA will certainly be in annex 5
38.1.2	information on EU funding - obligation & right to use the EU emblem	17.2	Visibility - European flag & funding statement	Form	OPTIMISATION REDAC	4 EU Emblem (logos drapeau étoilé) reproduits dans MGA HE // modification des mentions imposées par CE	EU Emblem (EU flag) reproduced in the MGA corporate // modification of the mandatory mentions imposed by the UE on the beneficiaries
38.1.3	disclaimer excluding [agency &] Commission responsibility	17.3	quality of information - disclaimer	Form	INSERTION AL.	AJOUT al. 1 / REVISION REDACTION al. 2 : al. 1 ajouté "les communication effectuées doivent utiliser des "factually accurate information" / al. 2 rédigé afin que le disclaimer soit le même pour toutes les actions	NEW al. 1 : the communication made must use/rely on "factually accurate information" // REVISED DRAFTING of al. 2 so that the disclaimer is the same for all actions
38.2	communication activities by the [agency & the] commission						





							
MGA H2020		Corporate MGA (Annexe 1 à C(2020)3759 de la DG BUDG)					
#article	titre	#article	titre	Modif.	Modification (type)	Raison(s) de la modification - précision	Reason for modification
38.2.1	right to use beneficiaries' material, documents or information	16.3	rights of use of the granting authority for information, communication & publicity purposes	Substc	COMPLETION	droit utilisation gratuit, non-exclusif et irrevocable incluant différent droits (les mêmes que pour H2020 sauf droit accès d'individus au titre REG 1049/2001 (mention supprimée, certes, mais pourra s'appliquer selon les cas) / droit utilisation consentis pour toute la durée du droit de PI concerné	right of use royalty-free, non-exclusive & irrevocable comprises different rights which is the same as under H2020 except access rights of personal persons under REG 1049/2001 (the explicit mention was deleted but REG still applies if needed) // right of use granted for the duration of the IPR
		17.4	specific communication & visibility rules	Form	OPTIMISATION REDAC	cf. Annex 5	ref. Annex 5
38.3	Consequences of non-compliance	17.5	Id.	None			
39	processing of personal data	15	data protection				
39.1	processing of personal data by the [agency & the] commission	15.1	data processing by the granting authority	Form	OPTIMISATION REDAC	mise en cohérence avec REG 2018/1725 & portal privacy statements / 2 alinea au lieu de 4	MEC REG 2018/1725 & portal privacy statements / 2 al. instead of 4
39.2	processing of personal data by the beneficiaries	15.2	data processing by the beneficiaries	Form	OPTIMISATION REDAC	mise en cohérence avec RGPD & portal privacy statements	MEC RGPD & portal privacy statements
39.3	Consequences of non-compliance	15.3	Id.	None			
40	assignments of claims for payment against the [commission][agency]	42	assignments of claims for payments against the granting authority	None		art. 42 figure dorénavant et logiquement au chap 6 "final provisions" (cf. <i>infra</i>)	art. 42 of the corporate MGA is part of chap 6 "final provisions"
CHAPTER 5	DIVISION OF BENEFICIARIES' ROLES & RESPONSABILITIES - RELATIONSHIPS WITH COMPLEMENTARY BENEFICIARIES - RELATIONSHIPS WITH PARTNERS OF A JOINT ACTION						
41	division of beneficiaries' roles & responsabilites - relationship with complementary beneficiaries - relationship with partners of a joint action			Form	SUPR.	inclus aux art. 7 et ss du MGA corporate	part of art. 7 & ss of the MGA corporate
41.1	roles & responsibilities towards the [commission][agency]			Form	SUPR.	inclus aux art. 7 et ss du MGA corporate	part of art. 7 & ss of the MGA corporate
41.2	internal division of roles & responsibilities			Form	SUPR.	inclus aux art. 7 et ss du MGA corporate	part of art. 7 & ss of the MGA corporate
41.3	internal arrangements between beneficiaries - consortium agreement			Form	SUPR.	inclus aux art. 7 et ss du MGA corporate	part of art. 7 & ss of the MGA corporate
41.4	relationship with complementary beneficiaries - collaboration agreement			Form	SUPR.	inclus aux art. 7 et ss du MGA corporate	part of art. 7 & ss of the MGA corporate
41.5	relationship with partners of a joint action - coordination agreement			Form	SUPR.		
CHAPTER 6	REJECTION OF COSTS - REDUCTION OF THE GRANT - RECOVERY - SANCTIONS - DAMAGES - SUSPENSION - TERMINATION - FORCE MAJEURE	CHAPTER 5	CONSEQUENCES OF NON-COMPLIANCE				
SECTION 1	REJECTION OF COSTS - REDUCTION OF THE GRANT - RECOVERY - SANCTIONS	SECTION 1	REJECTIONS & GRANT REDUCTION				
42	Rejection of ineligible costs	27	rejection of costs & contributions				
42.1	conditions	27.1	Id.	Form	OPTIMISATION REDAC	sur fond, aucune modification / ajout al. 3 (ex-al. 1 art. 42.2 H2020)	no substantial modification / NEW al. 3 (ex-al. 1 art. 42.2 H2020)
42.2	ineligible costs to be rejected - calculation - procedure	27.2	procedure	Form	OPTIMISATION REDAC	sur fond, aucune modification	no substantial modification
42.3	effects	27.3	Id.	Form	OPTIMISATION REDAC	1 al. au lieu de 4 : plus de distinction selon différents stades du projet mais en pratique, c'est identique	1 al. instead of de 4 : no distinction wrt different phase of the action but in concreto, it's the same as in H2020
43	reduction of the grant	28	grant reduction				



		HORIZON EUROPE					
MGA H2020		Corporate MGA (Annexe 1 à C(2020)3759 de la DG BUDG)					
#article	titre	#article	titre	Modif.	Modification (type)	Raison(s) de la modification - précision	Reason for modification
43.1	conditions	28.1	Id.	Substc	INSERTION AL.	AJOUT alinéa 1 (b) et dernier alinéa + MEC RFUE : ajout de "or person essential for the award / implementation of the grant" en sus de celles exerçant pouvoir de représentation, décision, etc. / dernier alinéa prévoit application d'un "individual reduction rate" pour calculer montant de la	NEW al. 1 (b) // NEW last al. that provides for an "individual reduction rate" as method of calculating grant reduction // MEC FR (added mention "or person essential for the award / implementation of the grant")
43.2	amount to be reduced - calculation - procedure	28.2	procedure	Substc	OPTIMISATION REDAC	distinction selon que la granting authority procède ou non a "recovery", comme pour art.27.2 du MGA corporate	distinction wrt whether or not the granting authority proceeds to recovery (just like in art.27.2 MGA corporate)
43.3	effects	28.3	Id.	Form	OPTIMISATION REDAC	1 al. au lieu de 4 : plus de distinction selon différents stades du projet mais en pratique, c'est conforme à la pratique H2020	1 al. instead of de 4 : no distinction wrt different phase of the action but in concreto, it's the same as in H2020
44	recovery of undue amount						
44.1	amount to be recovered - calculation - procedure						
44.1.1	recovery after termination of a beneficiary's participation	22.4	enforced recovery	Form	OPTIMISATION REDAC	clause plus générale dans sa rédaction	more generic drafting
44.1.2	recovery at payment of the balance	22.3.5	Audit implementation after final payment payment - revised final grant amount - recovery ?	Substc	MODIF.	H2020 41.1.2 (a) = HE 22.3.4 step 3 - Vérifier formule de calcul	H2020 41.1.2 (a) = HE 22.3.4 step 3
44.1.3	recovery of amounts after payment of the balance	22.3.5	Audit implementation after final payment payment - revised final grant amount - recovery ?	Substc	MODIF.	H2020 41.1.3 = HE 22.3.5 step 1 - Vérifier formule de calcul	H2020 41.1.3 = HE 22.3.5 step 1
		SECTION 3	OTHER CONSEQUENCES: DAMAGES & ADMINISTRATIVE SANCTIONS				
45	administrative sanctions	34	administrative sanctions & other measures	Form	OPTIMISATION REDAC	tournure de phrase et références législatives modifiées ou mises à jour, sur fond, id. H2020	no substantial changes
SECTION 2	LIABILITY FOR DAMAGES						
46	liability for damages	33	damages	None			
46.1	liability of the [commission][agency]	33.1	liability of the granting authority	Substc	MODIF.	1er alinea idem H2020 / 2ème alinéa : responsabilité en cas de dommages causés par des tiers supprimée, remplacée par celle en cas de dommages par les "autres participants"	1st al. idem H2020 / 2nd al. : liability in case of damages caused by third party is deleted and replaced by liability for damages caused by "other participants"
46.2	liability of the beneficiaries	33.2	Id.	Substc	COMPLETION	limitation responsabilité bénéficiaire qu'en cas de "gross negligence or wilful act" (al. 1 précisé par rapport H2020) / ajout al. 2 : dommages indirect ou consécutifs exclus, sauf si "wilful act or breach of confidentiality"	The beneficiaries' liability is limited to cases of "gross negligence or wilful act" // NEW al. 2 indirect or consequential losses excluded, unless "wilful act or breach of confidentiality"
SECTION 3	SUSPENSION & TERMINATION,	SECTION 2	ID.				
47	suspension of payment deadline	29	payment deadline suspension	None			
47.1	conditions	29.1	Id.	Substc	MODIF.	les raisons des suspensions H2020 (a) & (c) sont modifiées : (a) : doutes sur montant à verser & des contrôles additionnels sont requis / NOUVEAU (c) there are other issues affecting the EU financial interests	Reasons for suspension under H2020 - (a) & (c) - are modified : (a) : in case of doubt on the amount to be transferred or if additional controls are required // NEW (c) : there are other issues affecting the EU financial interests
47.2	procedure	29.2	Id.	None			
48	suspension of payments	30	payment suspension	None			
48.1	conditions	30.1	Id.	Form	MODIF.	Mise en cohérence avec le RFUE : ajout de "or person essential for the award / implementation of the grant" en sus de celles exerçant pouvoir de représentation, décision, etc.	MEC with FR: mention added : "or person essential for the award / implementation of the grant"





							
MGA H2020		Corporate MGA (Annexe 1 à C(2020)3759 de la DG BUDG)					
#article	titre	#article	titre	Modif.	Modification (type)	Raison(s) de la modification - précision	Reason for modification
48.2	procedure	30.2	Id.	Substc	COMPLETION	type de lettre à recevoir mentionnés pour chaque stade (pre-information letter / confirmation mletter) / lorsque la suspension est levée, la notification de cette levée indiquera la date de fin de suspension / pendant la suspension, aucun pre-financement additionnel ne sera versé	identification of which type of letter the beneficiary may receive and at which stage (pre-information letter / confirmation letter) // when the suspension is lifted, notification of the lifting will indicate the effective of suspension end date // during the suspension period, no additional pre-financement will be transferred
49	suspension of the action implementation	31	GA suspension				
49.1	suspension of the action implementation by the beneficiaries	31.1	consortium-requested GA suspension				
49.1.1	Conditions	31.1.1, al.1	conditions and procedure	None			
49.1.2	procedure	31.1.1, al. 2 & ss	conditions and procedure	Substc	MODIF.	le coordinateur doit solliciter un avenant et non juste notifier à la granting authority (ce qui fait au total 2 avenant, l'un pour suspendre, l'autre pour lever la suspension...)	the coordinator must request for an amendment & not only notify to the granting authority
49.2	suspension of the action implementation by the [Commission][Agency]	31.2	EU-initiated GA suspension				
49.2.1	Conditions	31.2.1	id.	Form	OPTIMISATION REDAC	mise en cohérence avec le RFUE : ajout de "or person essential for the award / implementation of the grant" en sus de celles exerçant pouvoir de représentation, décision, etc. / (c) devient "other" avec option selon programme pour tenir compte (pour HE) des "linked actions", option spécifique à certains pans d'HE à prévoir (approche portefeuille EIC, missions)	MEC FR : completion by adding "or person essential for the award / implementation of the grant" // (c) becomes "other" with option wrt the programme (for HE : taking into account the "linked actions"), potential specific option for specific parts of HE (EIC (portfolio approach) & missions)
49.2.2	procedure	31.2.2	id.	None	COMPLETION	la notification au bénéficiaire est une "pre-information letter"	notification to the beneficiary is made by way of "pre-information letter"
50	termination of the agreement or of the participation of one or more beneficiaries	32	GA or beneficiary termination				
50.1	termination of the agreement by the beneficiaries	32.1	consortium-requested GA termination				
50.1.1	conditions & procedure	32.1.1	Id.	Substc	MODIF.	coordinateur doit demander un avenant et non juste notifier, précisant le motif, la date de fin des travaux et la date de résiliation du GA souhaitées. Prise d'effet à la date précisée dans l'avenant	coordinator must request an amendment (not notify) indicating the reason, the desired date of achievement, the desired date of termination of the GA // enters into effect at the date set forth in the amendment
50.1.2	effects	32.1.2	Id.	Substc	MODIF.	coordinateur doit remettre un rapport intermédiaire mais plus de rapport final.	the coordinator must provide an intermediary report but no final report
50.2	termination of the agreement of one or more beneficiaries by the beneficiaries	32.2	consortium-requested beneficiary termination				
50.2.1	conditions & procedure	32.2.1	Id.	Substc	MODIF.	coordinateur doit demander un avenant et non juste notifier, précisant le motif, l'opinion des autres bénéficiaires, la date de fin des travaux et la date de résiliation du GA souhaitées. Si la demande concerne le coordinateur, à effectuer par un autre bénéficiaire. Prise d'effet à la date précisée dans l'avenant	coordinator must request an amendment (not notify) indicating the reason, the opinion of the other beneficiaries, the desired date of achievement, the desired date of termination of the GA. Should the request concern the coordinator itself, request to be made by another beneficiary // enters into effect at the date set forth in the amendment
50.2.2	effects	32.2.2	Id.	Form	COMPLETION	extension délai de 30 à 60 jours (MEC RFUE) / suppressions pour mise en cohérence avec art. 32.2.1 (request for amendment)	MEC FR : time period extended to 60 days instead of 30 // deletions made in order to be coherent with art. 32.2.1 [request for amendment]



MGA H2020		Corporate MGA (Annexe 1 à C(2020)3759 de la DG BUDG)					
#article	titre	#article	titre	Modif.	Modification (type)	Raison(s) de la modification - précision	Reason for modification
50.3	termination of the agreement or the participation of one or more beneficiaries,	32.3	EU-initiated beneficiary termination				
50.3.1	conditions	32.3.1	Id.	Substc	COMPLETION	ex-(i) & (j) H2020 regroupés et complétés pour tenir compte action EIC et missions (nouveau (m)) / nouveau (i) abus de droit / évasion fiscale devient motif de résiliation par UE / ex(n) (option sous H2020) devient impérative	ex-(i) & (j) H2020 regrouped & completed to take into consideration the EIC & missions // NEW (m) // NEW (i) in the case of an abusive exercise of one's right // tax evasion becomes a termination reason actionable by the EU // ex(n) (option sous H2020) is no more an option under HE
50.3.2	procedure	32.3.2	Id.	Form	COMPLETION	notification par UE par pre-information letter puis confirmation letter / pour résiliation à égard d'un bénéficiaire, UE informera le coordinateur à l'issue de la procédure / date de prise d'effet de la résiliation figure dans confirmation letter	notification by the EU by pre-information letter then confirmation letter // in case of termination towards a single beneficiary, the EU will inform the coordinator following the end of the procedure // enters into effect at the date set forth in the confirmation letter
50.3.3	effects	32.3.3	Id.	Form	OPTIMISATION REDAC	coordinateur soumet seulement le rapport périodique	The coordinator only submits the periodic report
SECTION 4	FORCE MAJEURE	SECTION 4	ID.				
51	Force majeure	35	Id.	Form	OPTIMISATION REDAC	Optimisation de la rédaction (suppression d'al. non-utiles)	deletion of non-useful al.
CHAPTER 7	FINAL PROVISIONS	CHAPTER 6	ID.				
52	Communication between the parties	36	Id.				
52.1	form & means of communications	36.1	forms & means of communication - electronic management	Form	OPTIMISATION REDAC	détails rédactionnels / cohérence avec conditions utilisation du portail	drafting details // MEC with conditions of use of the portal
52.2	date of communication	36.2	Id.	Form	OPTIMISATION REDAC	détails rédactionnels	drafting details // MEC with conditions of use of the portal
52.3	addresses for communication	36.3	Id.	Form	OPTIMISATION REDAC	détails rédactionnels	drafting details // MEC with conditions of use of the portal
53	interpretation of the agreement				INSERTION AL.		
53.1	precedence of the terms & conditions over the annexes	37	Id.	Substc	INSERTION AL.	Dispositions figurant dans la data sheet et l'annexe 5 prévalent sur les "terms & conditions (T&C)" / T&C prévalent sur Annexes / Annexe 2 prévaut sur Annexe 1	Provisions of the Data sheet & of Annex 5 prevail on the T&C // T&C prevail on other Annexes / Annex 2 prevails on Annex 1
53.2	privileges & immunities				INSERTION AL.		
54	Calculations of periods, dates & deadlines	38	calculation of periods & deadlines	Form	COMPLETION	"days" = jours calendaires	"days" = calendar days
55	Amendments to the agreement	39	Id.				
55.1	Conditions	39.1	Id.	None			
55.2	Procedure	39.2	Id.	None			
56	Accession to the agreement	40	accession & addition of new beneficiaries				
56.1	Accession of beneficiaries mentioned in the preamble	40.1	Id.	Form	OPTIMISATION REDAC	suppression de l'option relative aux linked third parties	deletion of the option regarding linked third parties (because AE encompass linked third parties)
56.2	Addition of new beneficiaries	40.2	Id.	Form	OPTIMISATION REDAC	suppression du dernier alinéa H2020	deletion of the last al. Under H2020
		41	transfer of the agreement	Substc	INSERTION ART.	Demande d'avenant assortie de exposé des motifs, l'accession form du nouveau beneficiaire auquel GA est transféré & autres documentns additionnels éventuellement demandés. Uniquement dans des cas justifiés (portabilité MSCA en Annex 5)	The request for amendment must be motivated and the (assignee) new beneficiary's accession form enclosed to it as well as pertinent documents if required. Only in duly justified case
57	Applicable Law & settlement of disputes	43	id.			les règles d'arbitrage seront publiées sur le portail	Arbitration rules will be made available via the portal
57.1	applicable Law	43.1	id.	Form	OPTIMISATION REDAC	réf. A data sheet pour clauses spécifiques éventuelles (ex-options H2020)	ref. Data sheet for specific provisions (former H2020 options)



							
MGA H2020		Corporate MGA (Annexe 1 à C(2020)3759 de la DG BUDG)					
#article	titre	#article	titre	Modif.	Modification (type)	Raison(s) de la modification - précision	Reason for modification
57.2	Dispute settlement	43.2	id.	Substc	COMPLETION	pour bénéficiaire non UE, les juridictions de Bruxelles sont compétentes (n'est plus une option) / nouvelle clause d'arbitrage pour les bénéficiaires "with arbitration as special dispute settlement forum"	For non EU beneficiaries, Bruxelles courts have jurisdiction (not an option anymore) // NEW arbitration clause for beneficiaries "with arbitration as special dispute settlement forum"
58	Entry into force of the agreement	44	Id.	None			
ANNEXES							
ANNEX 1	DoA	Id.	Id.			à vérifier selon trame proposition HE à venir	
ANNEX 2	Estimated budget for the action	Id.	Id.				
ANNEX 2a	additionnal information on the estimated budget	Id.	additionnal information on unit costs & contributions				
ANNEX 3	accession forms	Id.	accession form for beneficiaries				
ANNEX 3a	declaration on declaration on joint & several liability of linked third parties	Id.	Id.				
ANNEX 3b	[JRC] administrative arrangement						
ANNEX 4	Model for the financial statements	Id.	Id.				
ANNEX 5	Model for the certificate on the financial statements	Id.	Specific rules	Substc	INSERTION ART.	NOUVELLE ANNEXE laquelle contient les dispositions spécifiques au programme de subvention concerné (HE, ERASMUS+, LIFE...). pour l'instant, seuls les aspects ayant fait l'objet d'une mention explicite à cette annexe dans le corps du MGA corporate sont prévus (art. 13, 14, 16, 17 & 18) // chaque programme établira sa propre annexe 5 selon ses contraintes propres. Il convient d'attendre le projet d'Annexe 5 pour HE à établir par la DG RTD, ainsi que les projets d'annexes 5 pour les pans spécifiques d'HE (ERC, MSCA, EIC, etc.)	NEW ANNEX where all the specific provision pertaining to a programme will be enclosed. At the moment, only aspects yhaving been explicitly mentioned in the corpus of the corporate MGA are provided for (art. 13, 14, 16, 17 & 18) // Each programme will have its own Annex 5 wrt to its own specificities, We must now wait for the draft Annex 5 or HE to be provided by the DG RTD, as well as drafts of annex 5 for the specific parts of HE (ERC, MSCA, EIC, etc.)
ANNEX 6	Model for the certificate on the methodology			Substc	SUPR.		