



# **EARMA Annual Conference 2017 - MALTA Track 2**

**LERU and BAK Template for MSCA  
ITN (ETN) Actions**

Christian Jäger  
Senior Legal Counsel | Head of EU Office  
Freiburg Research Services  
University of Freiburg, Germany

# Content

1. LERU Legal Experts Working Group/BAK Working Group Law
2. DESCAs Consortium Agreement – Legal Background
3. Mission & Consolidation
4. The Template
5. Questions and Discussion





# LERU – League of European Research Universities



The League of European Research Universities (LERU) is an association of 23 leading research-intensive universities that share the values of high-quality teaching within an environment of internationally competitive research.



LERU advocates:

- education through an awareness of the frontiers of human understanding;
- the creation of new knowledge through basic research, which is the ultimate source of innovation in society;
- and the promotion of research across a broad front in partnership with industry and society at large.



## LERU – Legal Experts Group



LERU Expert Groups (EGs) are established with a limited task and for a limited time to provide **expertise to an existing LERU representative body** (European Research Project Managers).





# BAK - National Working Group of EU Funding Advisors at German Universities and Colleges



## The BAK



- is a network of EU funding advisors at German universities and colleges.
- consists of up to two representatives from each of the 16 federal states.
- reaches over 200 experts on EU funding issues at the universities and colleges.
- Working Group Law established in 2013 to advise on legal questions

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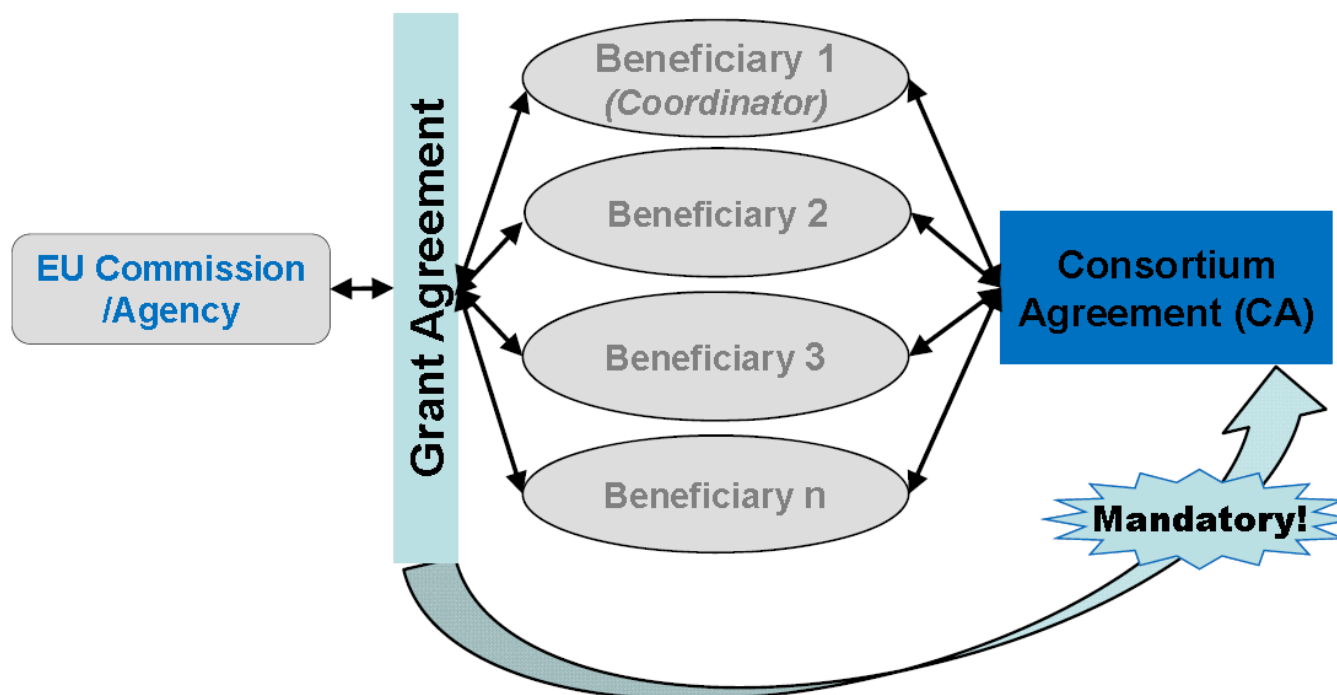
# DESCA Consortium Agreement Legal Background



- Simplified: Reduced to the necessary minimum, limit „legalese“
- Balanced: Respects the interest of research and industry, big and small
- Single: One balanced core text where possible
- Modular: Options where necessary
  - alternative modules for large and small projects
  - optional module for projects with a software focus
  - optional clauses in the IPR section
- Transparent: Explanatory texts to illustrate and explain clauses and options, examples for different project types
- Continuously adapted and further developed



# DESCA Consortium Agreement Legal Background





# DESCA Consortium Agreement Legal Background

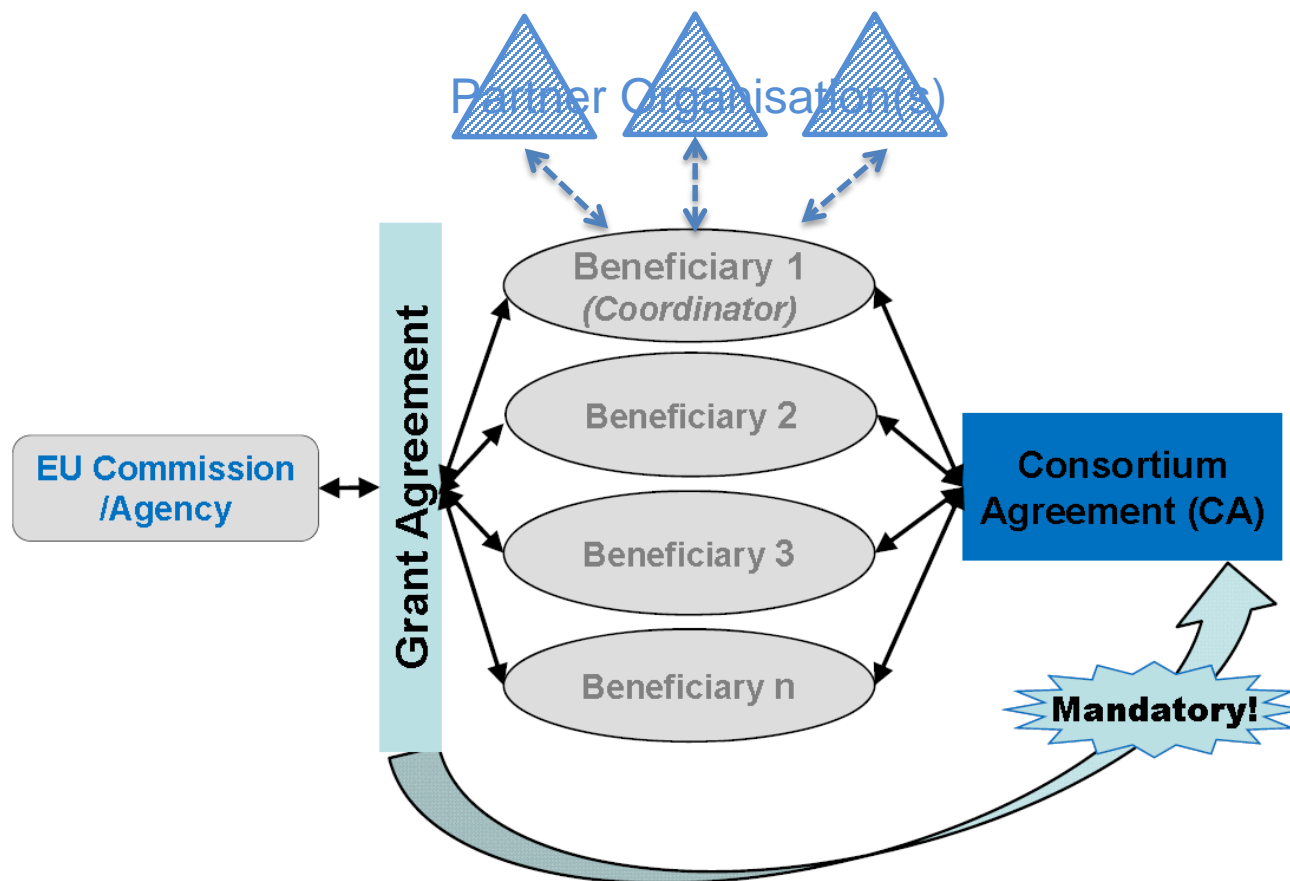
## Annotated Model Grant Agreement H2020 MSCA: new **III. Marie Skłodowska-Curie (MSC) Model Grant Agreement**

The H2020 MGA MSC-ITN deviates from the General MGA as follows:

- Article 4.2 (MSC-ITN specific conditions for budget transfers)
- Article 5.2 (specific reimbursement rate and form of costs)
- Article 5.3 (no Step 3 (reduction due to the no-profit rule))
- Article 6 (specific conditions for eligibility of costs)
- Articles 8-16, 41.4 and 41.5 (not applicable)
- Article 18.1.2 (record keeping only for number of units declared and amounts paid to researchers)
- Article 19 (MSC-ITN specific deliverables)
- Articles 20.4 (no certificate)
- Article 20.6 (currency for financial statement)
- Article 21.7 (option for periodic instalments for distribution of payments by coordinator)
- Article 25.5 and 31.6 (access rights for researchers)
- Articles 27.3, 28.2, 29.2, 29.4 and 38.1.2 (reference to MSC funding)
- Article 32 (specific obligations for recruitment and working conditions)
- Article 38.1.1 (reference to 'mainstream media coverage')
- Annex 2            Model for the estimated budget for the action
- Annex 4            Model for the financial statement
- Annexes 5 and 6 (not applicable)

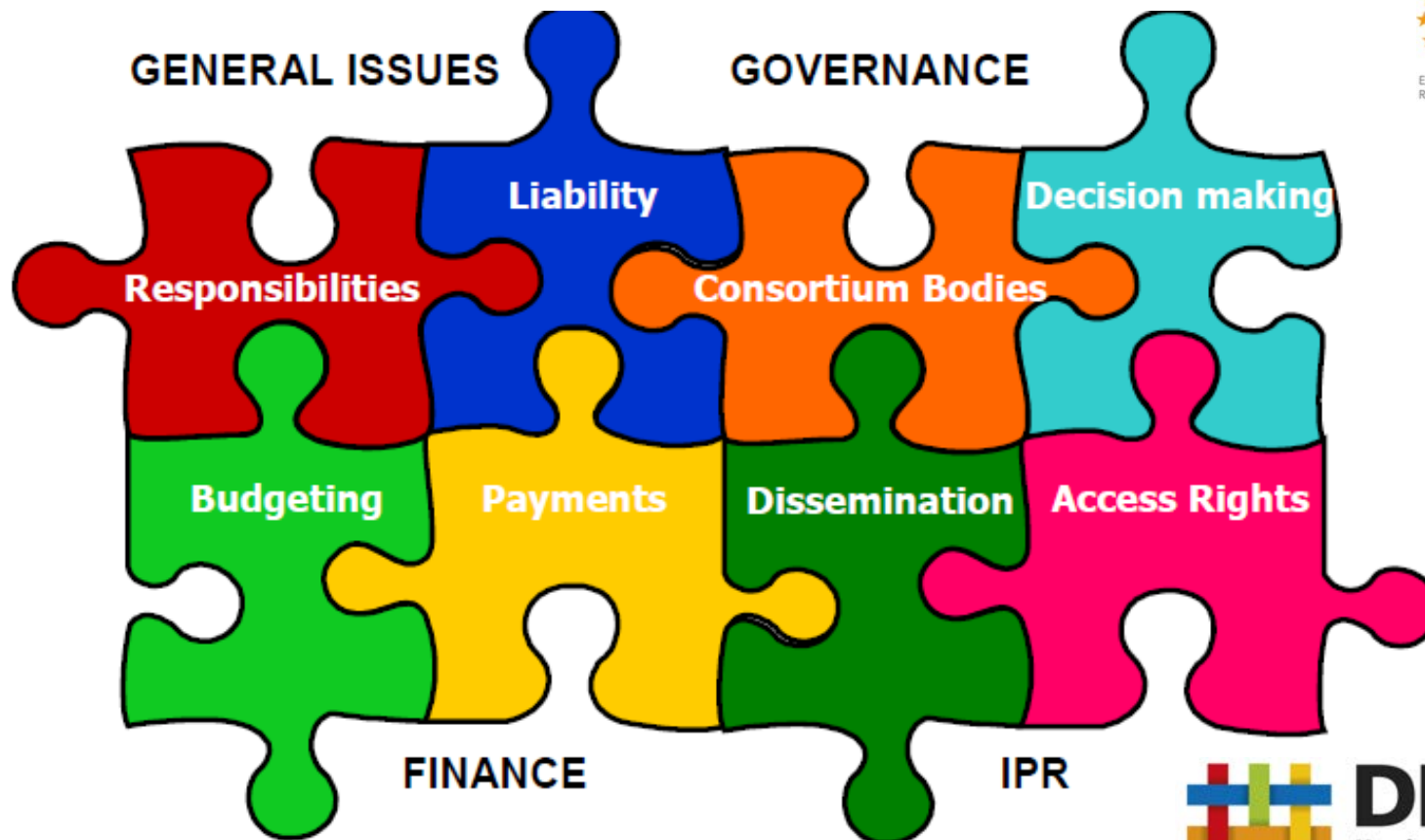


# DESCA Consortium Agreement Legal Background





# DESCA Consortium Agreement Legal Background



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# MSCA Draft DESCAs model Mission and Consolidation



**Background:** the re-launch of the DESCAs Consortium Agreement template (DESCAs H2020 again does not provide for the special requirements in Marie-Sklodowska-Curie-Actions (MSCAs))

**Mission:** A DESCAs-based template providing for the special requirements in MSCAs (focus on ETN)

**Use:** Internal: unified starting point for MSCAs CAs at the 23 LERU Universities/the German Universities  
External: Template for broad use by presenting it to the DESCAs group and the EU (REA) for making it publicly available.





# MSCA Draft DESCAs model Mission and Consolidation



Core Group LERU coordinated by Karl Kerschbaum, University of Zurich

Core Group BAK coordinated by Christian Jäger, University of Freiburg

First Draft:

Annotated Grant Agreement AGA (634 pages)

Already existing templates at Partner Universities

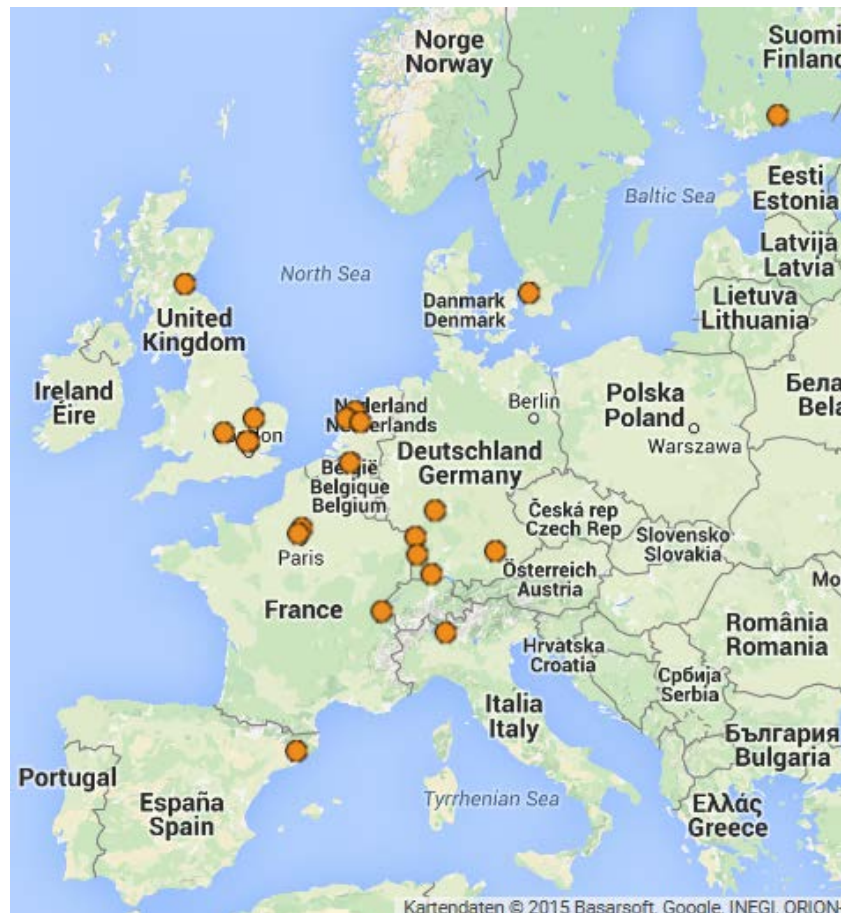
Approach: **Leave the DESCAs Model template as untouched as possible, add / change only when directly related to MSCAs requirements.**



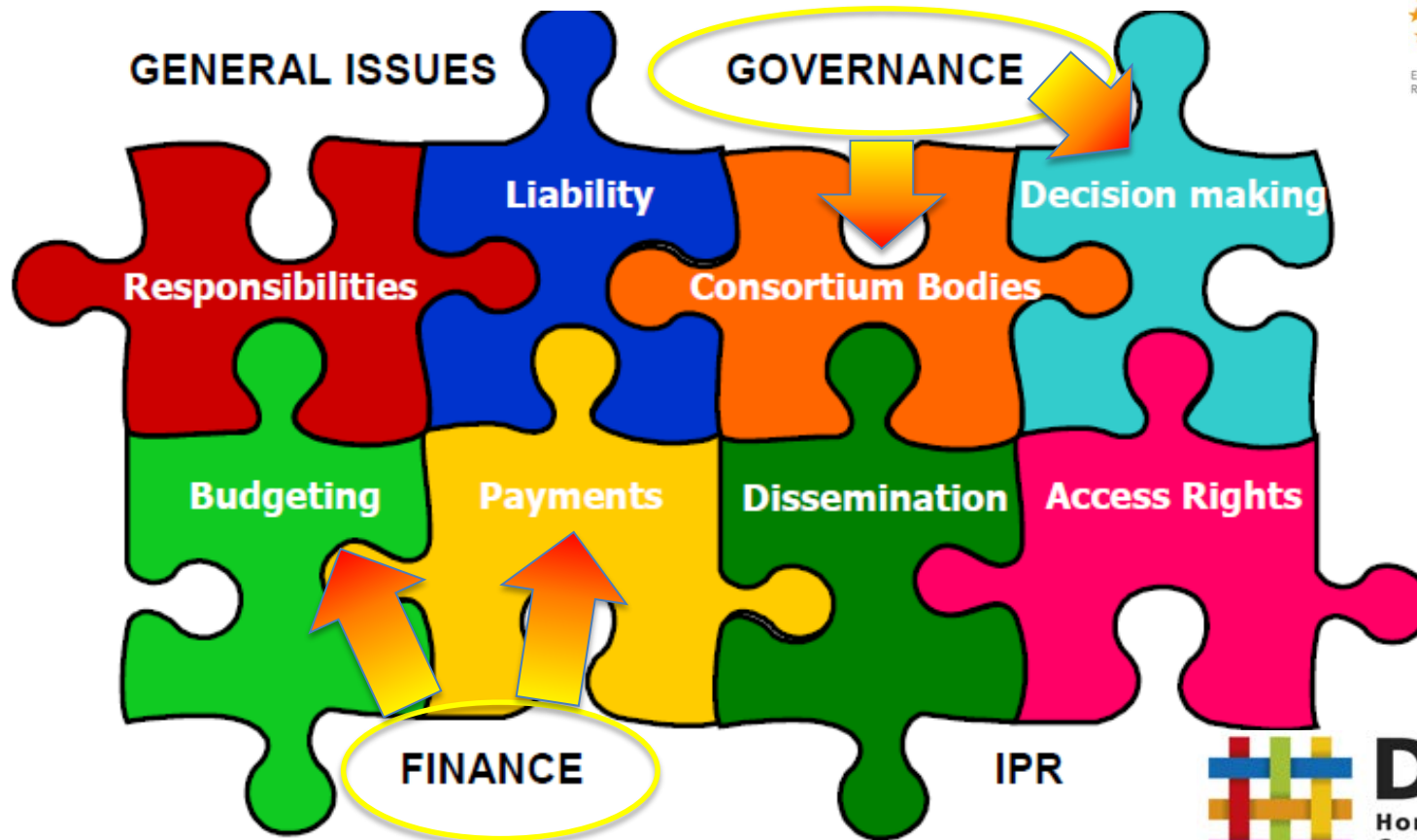
# MSCA Draft DESCA model Mission and Consolidation



1. Review Round Oct 2014  
Consolidation
2. Review Round  
Consolidation
3. Review Round  
Consolidation
4. Final version  
(end Mar 2015)



# LE Group – MSCA Draft DESCA model Mission and Consolidation



**DESCA**  
Horizon 2020 Model  
Consortium Agreement  
[www.DESCA-2020.eu](http://www.DESCA-2020.eu)



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# CONSORTIUM AGREEMENT for a Marie-Skłodowska-Curie European Training Network (ETN) - LERU Template



Section 1: Definitions

Section 2: Purpose

Section 3: Entry into force, duration and termination

Section 4: Responsibilities of Parties

Section 5: Liability towards each other

Section 6: Governance structure

Section 7: Financial provisions

Section 8: Results

Section 9: Access Rights

Section 10: Non-disclosure of information

Section 11: Miscellaneous

Section 12: Signatures

Attachment 1: Background included

Attachment 2: Accession document

Attachment 3: List of Third Parties for simplified transfer according to Section 8.2.2.

Attachment 4: Identified Affiliated Entities according to Section 9.5

Option Attachment 5: Template for Career Development Plan

Option Attachment 6: Commitment of the Partner Organisation

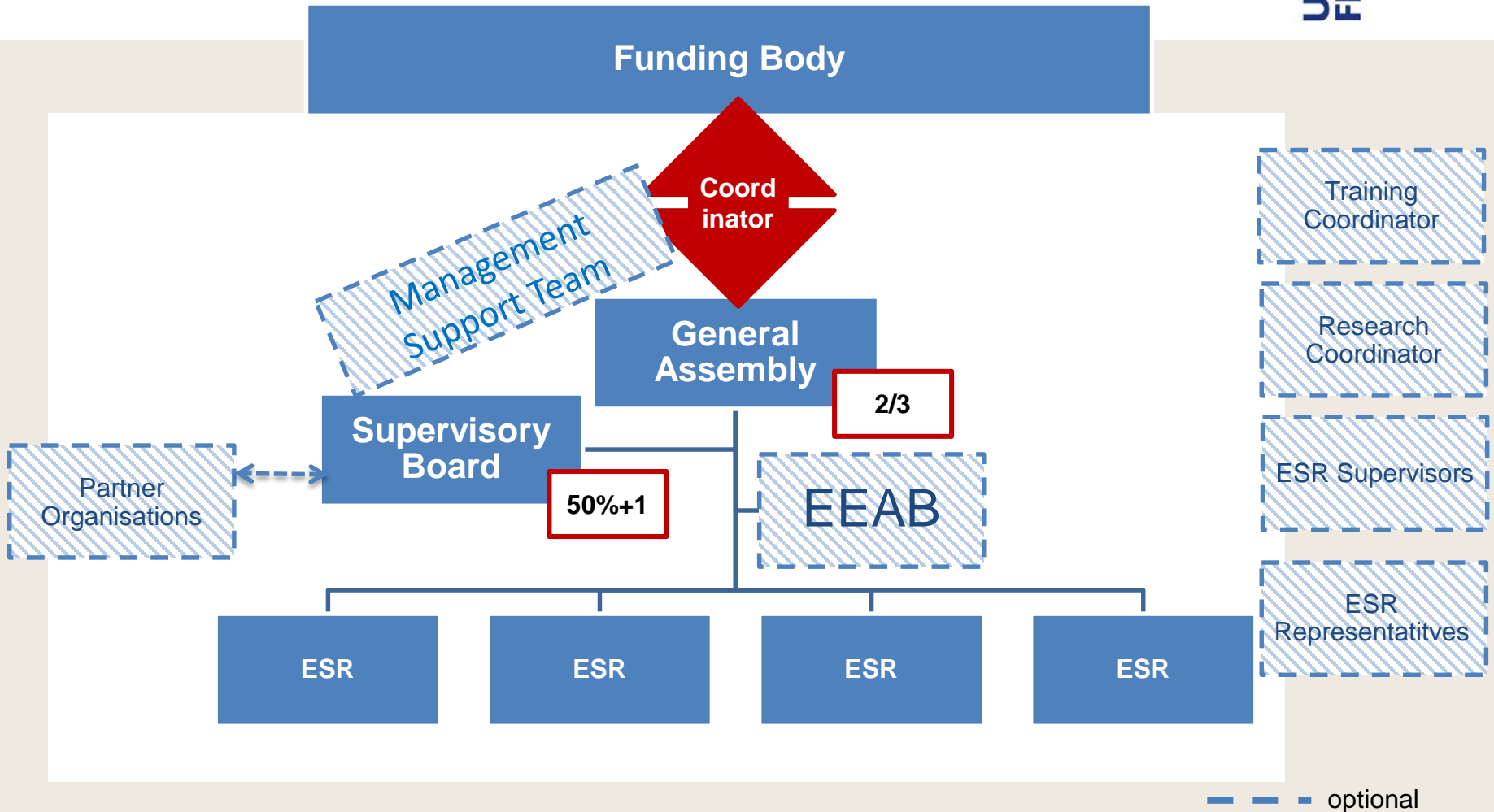
Attachment 7: Template Secondment Agreement

Attachment 8: Consortium Plan Budget and Coordination costs

[MODULE IPR SC] Specific Software provisions

# LERU Template

## Section 6: Governance structure



# LERU Template

## 6.3.1 General Assembly



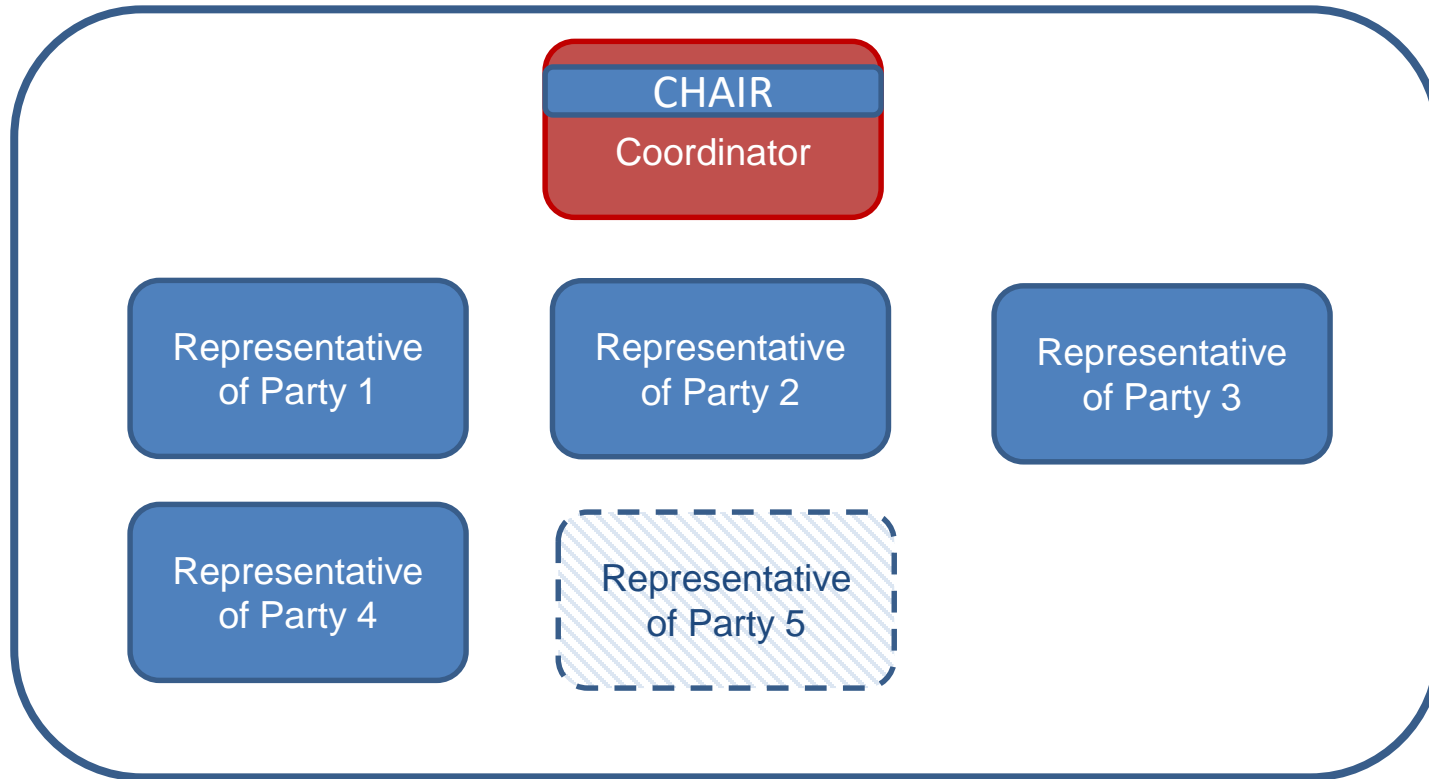
The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Supervisory Board shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

- Content, finances and intellectual property rights
- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included) according to 9.1.2
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)
- Additions to Attachment 4 (Identified Affiliated Entities)
- Modifications to Attachment 8 (Consortium Plan Budget)

# LERU Template

## 6.3.1 General Assembly



--- optional

# LERU Template

## 6.3.2 Supervisory Board

**agree** on the Members of the Management Support Team, upon a proposal by the Coordinator

**support** the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables

**prepare** the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29

**oversee** the quality of the research training programme and ensure an adequate balance between scientific/technological and transferable skills training

**ensure** that the skills acquired by ESRs fulfil the needs of both academia and the non-academic sector in order to enhance the intersectoral employability of the ESRs

**establish** an active and continuous communication and exchange of best practice among the Parties, Partner Organisations, ESR and any stakeholders involved in the Project to maximise the benefits of the partnership

**oversee** the quality and quantity of supervision of the ESRs

**review** the training and research plan every 6 months

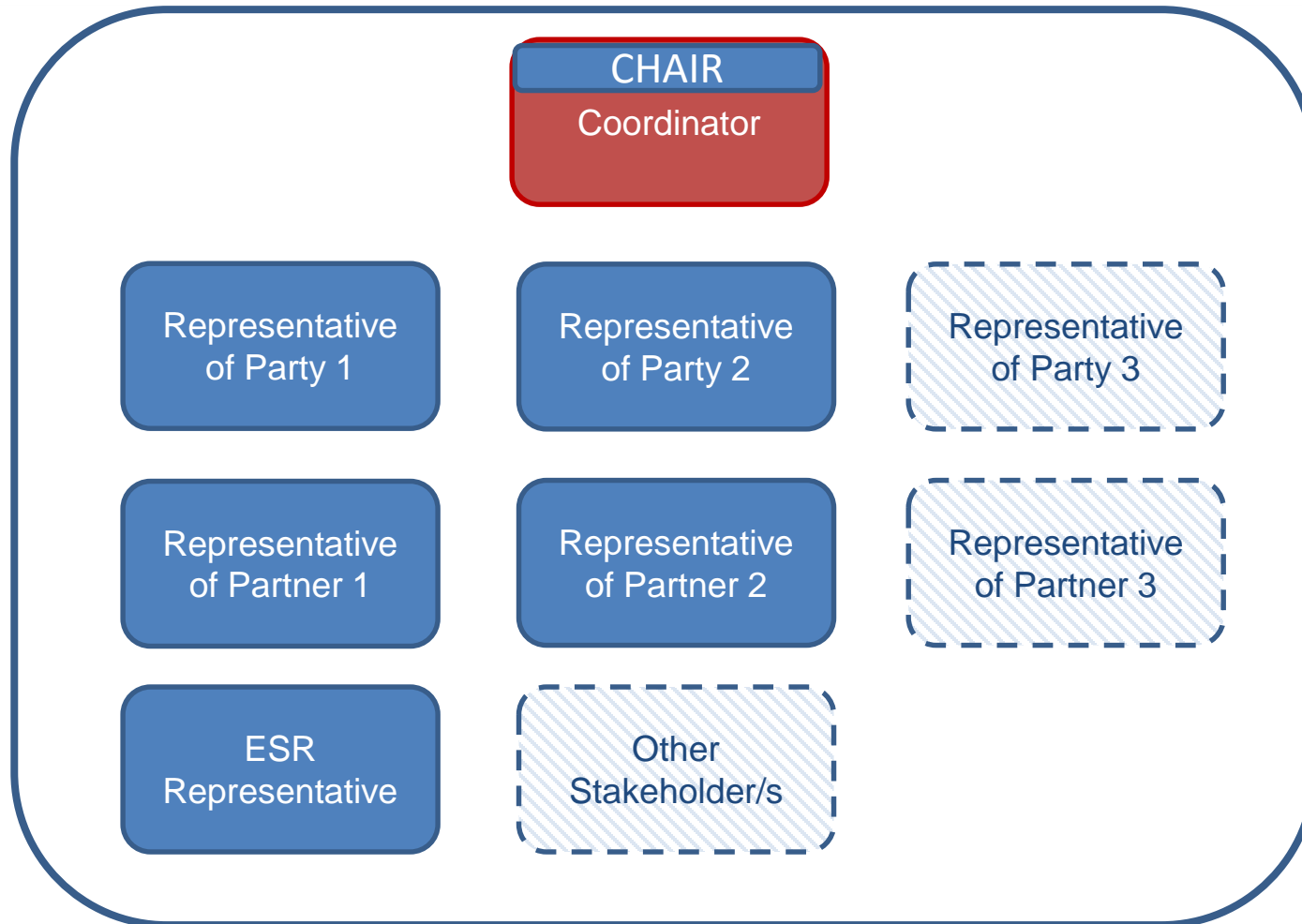
**evaluate** and **explore** possible Intellectual Property commercial exploitation

**set** procedures for the dealing with cases of scientific misconduct



# LERU Template

## 6.3.2 Supervisory Board



— — —  
optional

# LERU Template

## 6.4 Coordinator



**monitors** compliance by the Parties with their obligations

**keeps** the address list of Members and other contact persons updated and available

**collects, reviews** to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority

**transmits** documents and information connected with the Project to any other Parties concerned

**administers** the financial contribution of the Funding Authority and fulfills the financial tasks described in Section 7.3

**provides**, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.



# LERU Template

## 6.5 Training Coordinator

is appointed by the General Assembly

**responsible** for the success of the training activities and the communication among all ESRs about training needs

**lead respective actions** in the Supervisory Board meetings.

**liaise** with the ESR representatives, individual supervisors, industrial partners and the local workshop planning committee to adjust the training strategy and the network meetings



# LERU Template

## 6.6 Research Coordinator



appointed by the General Assembly

**reference** for research issues,

**monitors** the scientific progress in each work package group and ensures integration across different research themes and work packages

**can suggest new activities** for network meetings or for online content and set the agenda for the research-related discussion at the Supervisory Board meetings.

# LERU Template

## 6.7 ESR Supervisors



**in charge of recruitment and selection of the ESRs**

**meet regularly with the ESR** to discuss progress and provide scientific guidance and training

**assist the ESRs** in drawing up a Career Development Plan

**monitor** their training progress

# LERU Template

## 6.8 ESR Representative



**elected by** and among the ESRs by simple majority (50%+1) for a period of 12 months after such period, a new election will take place

**acts on behalf of the ESRs** at Supervisory Board level (entitled to one vote)

# LERU Template

## Option: 6.9 Management Support Team



**proposed** by the Coordinator, appointed by the Supervisory Board

**assist and facilitate** the work of the Supervisory Board and the Coordinator for executing the decisions of the General Assembly

**day-to-day management** of the Project

# LERU Template

## Option: 6.10 External Expert Advisory Board (EEAB)



**appointed and steered** by the Supervisory Board

assist and facilitate the decisions made by the General Assembly - the Coordinator is authorized to execute with each member of the EEAB a **non-disclosure agreement**, which terms shall be not less stringent than those stipulated in this Consortium Agreement, no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier

Coordinator shall write the minutes of the EEAB meetings and prepare the **implementation of the EEAB's suggestions**

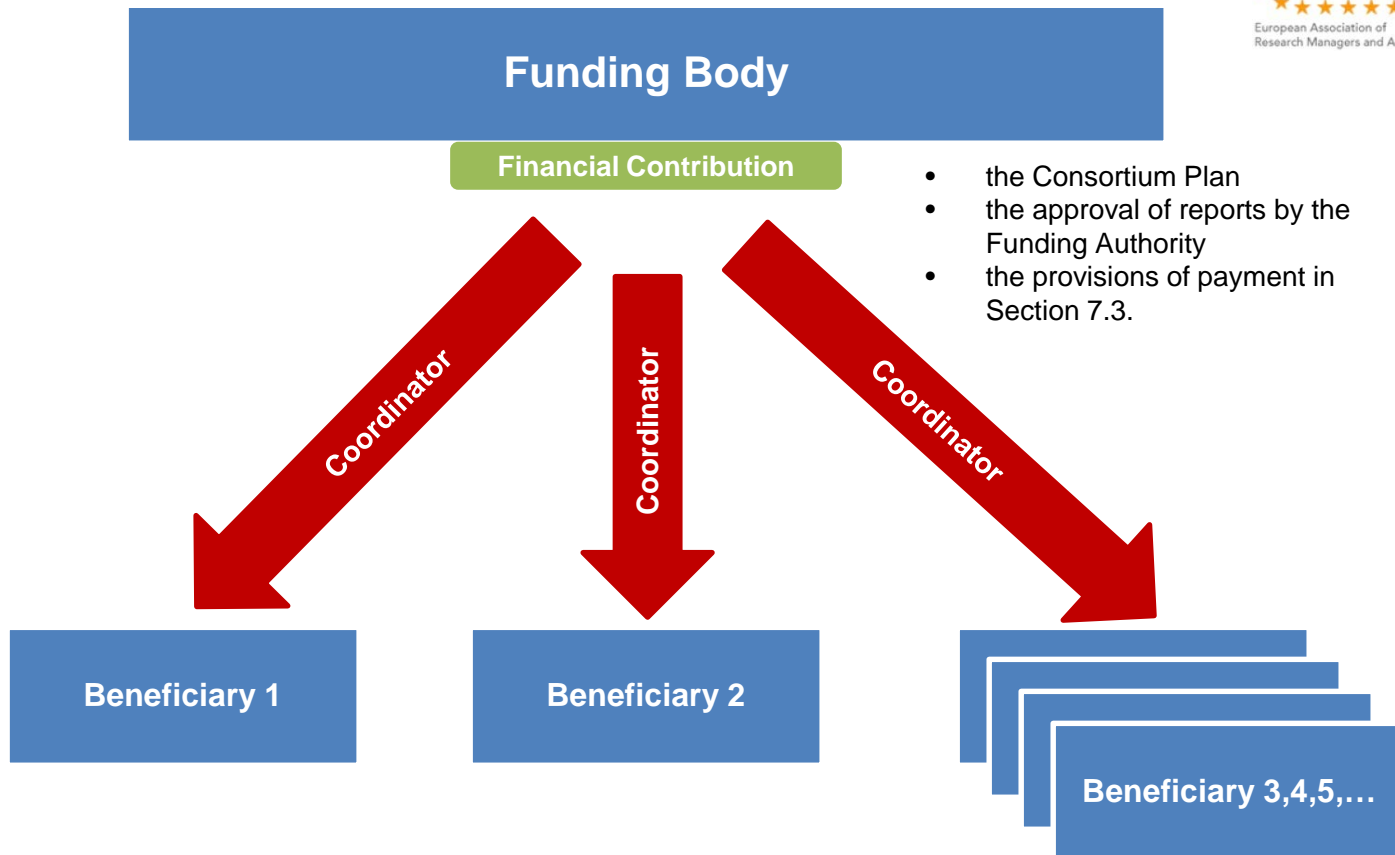
EEAB members shall be **allowed to participate** in General Assembly meetings **upon invitation** but have not any voting rights.

# LERU Template

## Section 7: Financial provisions

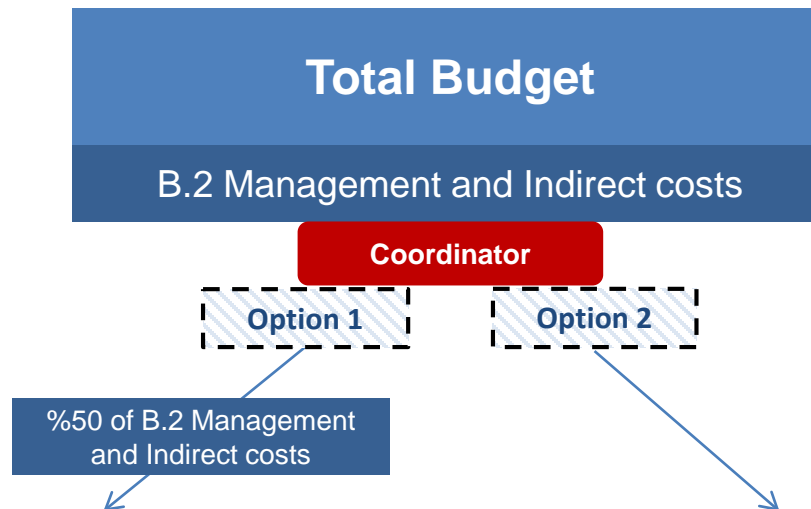


### 7.1.1 Distribution of Financial Contribution (AGA)



# LERU Template

## 7.1.5 Allocation of Management and Overheads cost category



The Parties agree that the estimated budget for the Project as indicated in Annex 2 does not apply. Instead, the Coordinator will retain 50% (...%, € ... per eligible person month) of the other Parties' Total amount of category B.2, Management and indirect costs in order to cover the cost of the **Management Support Team**. The estimated budget for the Project as indicated in Attachment 8 shall apply.

The Parties agree to contribute according to their budget share, as indicated in the table in Attachment 8



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Attachment 8: Consortium Plan Budget and Coordination costs

[MODULE IPR SC] Specific Software provisions

# LERU Template

## Option Attachment 5: Template for Career Development Plan



Art. 32 I lit. I Grant Agreement:  
“ensure that a career development plan is established and support its implementation”

Acronym of the Project Consortium Agreement, version ....., YYYY-MM-DD

**[Option Attachment 5: Template for Career Development Plan]**

Career Development Plan-Year 1  
(Draft)

Name of ESR:

Department:

Name of Supervisor:

### Content:

- Long- and short term Career Objectives, covering:
  - Goals
  - Needed training
  - Anticipated Results
  - Anticipated Publications

PLUS: Career Development Plan  
Guidance on some of the  
competencies expected

# LERU Template

## Option Attachment 6: Commitment of the Partner Organisation



**Following the Annotation to Art. 8 H2020 MGA MSC-ITN**  
“Best practice”: In order to be able to fulfil this obligation, beneficiaries should establish internal arrangements (*e.g. partnership agreements*) with partner organisations.

Acronym of the Project Consortium Agreement, version ....., YYYY-MM-DD

### **[Option Attachment 6: Commitment of the Partner Organisation]**

Commitment of the Partner Organisation

[COORDINATING INSTITUTION] (“[short name]”) and the organisations shown in the attached schedule (hereinafter referred to as “Consortium” are participating in the Marie Skłodowska-Curie Action: Innovative Training Network entitled “[PROJECT TITLE]” with the acronym “[ACRONYM]” (hereinafter referred to as “Project”), which is being funded by the European Union under its Horizon 2020 Programme. Hence, this agreement is between:

1. [Insert official name of the Coordinating Institution], having its registered office or based in [insert the Legal Address of the Entity], acting on behalf of the [PROJECT ACRONYM] Consortium.

And

2. [Insert official name of the Partner Organisation], having its registered office or based in [insert the Legal Address of the Entity] hereinafter referred to as [Partner Organisation short name].

General provisions:

[Partner Organisation short name] agrees to:

Coordinator signs with every PO on behalf of the consortium.

-> ensures same conditions within the whole ETN

# LERU Template

## Attachment 7: Template Secondment Agreement



**Following the Annotation to Art. 32 H2020 MGA MSC-ITN:**  
Secondments may be either to another beneficiary within the consortium or to a partner organisation and must involve research training activities.

Acronym of the Project Consortium Agreement, version ....., YYYY-MM-DD

### [Attachment 7: Template Secondment Agreement]

Template [ACRONYM] Secondment Agreement

Note: Each [ACRONYM] Beneficiary and Partner Organisation is responsible for ensuring their compliance with the provisions of the Grant Agreement and Consortium Agreement, as well as for the protection of their own (and other partners') Results and Background. This template provides a possible basic structure of an agreement your organisation may wish to conclude with a Partner Organisation which intends to host a seconded ESR, however it cannot foresee all possible situations and IPR issues that may be relevant to your situation. As such, this document is provided without any express or implied warranty as to its suitability. If you have any specific concerns please refer to the [ACRONYM] Grant Agreement, the Consortium Agreement or contact the Coordinator for advice. The Partner Organisation may also wish to supplement this agreement with a separate bilateral agreement with the ESR.

This agreement is made between:

[YOUR INSTITUTION NAME] (hereinafter indicated as [YOUR INSTITUTION short name] or  
Seconding Entity ) established in [YOUR INSTITUTION LEGAL ADDRESS] and

[HOSTING ENTITY or PARTNER ORGANISATION NAME], hereinafter indicated as [YOUR  
INSTITUTION short name] or Host Entity established in [SECONDING ENTITY'S LEGAL  
ADDRESS]

Definitions:

Secondments follow  
the same standard  
throughout the whole  
ETN consortium .

# LERU Template

## Attachment 8:

### Consortium Plan Budget and Coordination costs

#### Annex 2 redistribution of category B.2 Management and Indirect Costs



		Researcher unit cost			Institutional unit cost							
Beneficiary	#Units	A.1	A.2	A.3	B.1	B.2.1 (management presumed to be 50% of total 1200 unit cost for B.2)	B.2.2 (indirect - presumed to be 50% of total 1200 unit cost for B.2)	Total Costs	Reimburse ment rate	Max EU Contribution	Max EU Grant Amount	Max EU Grant Amount B.2.1 REDISTRIBU TED
1 (Coordinator)	12	3110	600	250	1800	600	600	83520	100%	83520	83520	90720
2	6	3110	600	250	1800	600	600	41760	100%	41760	41760	38160
3	6	3110	600	250	1800	600	600	41760	100%	41760	41760	38160
TOTAL	24					14400		167040		167040	167040	167040

(where A.1 = Living Allowance; A.2 = Mobility Allowance; A.3 = Family Allowance; B.1 = Research, training and networking costs; B.2 = Management and indirect costs)

# Outlook

Positive Feedback from DESCAs Core Group for LERU and BAK Templates

Only minor differences

Discussions on merging the templates of LERU and BAK ongoing





## LERU Template:

[www.leru.org/index.php/public/news/good-agreements-make-good-friends-a-leru-model-contract-for-european-training-networks](http://www.leru.org/index.php/public/news/good-agreements-make-good-friends-a-leru-model-contract-for-european-training-networks)

## BAK Template:

<http://www.uni-giessen.de/bak/recht>



# questions & discussion