

Indicazione del Research and Enquiry Service (Commissione europea) sull'applicabilità dell'art. 51 del Model Grant Agreement

The Article 51 of the H2020 Model Grant Agreement (H2020 MGA) sets out the general framework and conditions in which the force majeure clause can be used. As a general rule under H2020, in case of force majeure, a party will be excused from not fulfilling its obligations (i.e. there will be no breach of obligations under the GA and none of the adverse measures for breach will be applied). Costs will be eligible, if they fulfil the general eligibility conditions like any other costs incurred under the action. However, if force majeure entails extra costs for the implementation of the action, it will normally be the beneficiary who must bear them.

Having said that we are aware that indeed the outbreak of Corona virus in the EU and elsewhere may have implications for the participation of individuals in meetings and events organised by beneficiaries for the purposes of H2020 ongoing actions and for their implementation. For instance, it may prevent beneficiaries to fulfil their obligations under the action or even to carry out work in a zone affected by the virus. It may also force beneficiaries to cancel a meeting due to unavailability of key staff or because most of the participants cannot attend.

If such a situation occurs, beneficiaries must immediately inform the Project Officer, which will examine on a case-by-case basis the possible application of the rules on force majeure, in the meaning of Article 51 of the H2020 MGA.

Example: Beneficiaries cannot attend meetings or events related to the action because of their recent contact with someone suffering from the virus or their presence in an area considered to be at high risk. Costs of travel or accommodation that could not be cancelled and which are not reimbursed from other sources could be eligible (provided that the cost eligibility conditions are fulfilled, notably the that meeting was necessary for the action, the costs were reasonable and in line with the usual practices of the beneficiary on travel) even if the beneficiary did not travel and did not take part in the meeting/event.