



Negotiation Guidance Notes

for the

Marie Curie International Research Staff Exchange Scheme (IRSES)

FP7-PEOPLE-2013-IRSES



Disclaimer: These guidance notes are aimed at assisting participants who are invited for project negotiation following the evaluation of their proposal. It outlines the information and procedures in the negotiation process. It is provided for information purposes only and its contents are not intended to replace consultation of any applicable legal sources or the necessary advice of a legal expert, where appropriate. Neither the Research Executive Agency nor any person acting on its behalf can be held responsible for the use made of these guidance notes.

TABLE OF CONTENTS

- 1. INTRODUCTION..... 4
- 2. PREPARATION OF NEGOTIATIONS..... 4
 - 2.1. Invitation to negotiations..... 4
 - 2.2. The Coordinator 5
 - 2.3. The Project Officer..... 6
 - 2.4. Preparation of documents for negotiation 6
 - 2.5. Partnership Agreement..... 6
 - 2.6. Support during Negotiations 7
- 3. THE NEGOTIATION PROCESS 9
 - 3.1. Technical Negotiations..... 9
 - 3.2. Financial and Legal Negotiations..... 10
 - 3.3. Completion of negotiations 11
 - 3.4. Applicable law..... 11
 - 3.5. Start of the project..... 12
- 4. GRANT AGREEMENT 12
 - 4.1. Grant agreement signature 12
 - 4.2. Pre-financing 13
 - 4.3. What is the Participant Guarantee Fund?..... 13
 - 4.4. Project monitoring and follow-up 14
 - 4.5. Project Fact Sheet..... 15
 - 4.6. Compulsory deliverables..... 15
 - 4.7. Technical audits and reviews 16
- 5. GRANT AGREEMENT PREPARATION FORMS (GPFS) 16
 - 5.1. Why GPFS? 16
 - 5.2. Completing the GPFS 16
 - 5.3. Frequently asked Negotiation questions (FAQs) 18
- 6. APPENDICES..... 20
 - Appendix 1 – Negotiation of ethical issues..... 20
 - Appendix 2 – Description of work – Annex I to the Grant Agreement..... 23
 - Appendix 3–Grant Agreement Preparation Forms (GPFS)..... 25
 - Appendix 4 - Reporting and Financial Guidelines

1. INTRODUCTION

These guidance notes are provided for beneficiaries who have been invited to enter into negotiation following the evaluation of proposals for Marie Curie International Research Staff Exchange Scheme (IRSES) actions under the 7th Framework Programme of the European Community¹. It outlines the information and procedures in the negotiation process.

The overall purpose of negotiations is to finalise the details of the work to be carried out under the grant agreement within the associated budget, as well as to establish the legal and financial information needed to establish the grant agreement.

Please note that in December 2007, the Commission set up the Research Executive Agency (REA) to manage certain parts of the 7th Framework Programme². On 15 June 2009 the REA assumed its administrative and operational autonomy and took over the management of the programmes entrusted to it including the People Programme. On the basis of this delegation of powers by the Commission, the Agency is carrying out all operations necessary for implementing these programmes.

2. PREPARATION OF NEGOTIATIONS

2.1. Invitation to negotiations

Following the positive evaluation of a proposal and the definition of a maximum EU financial contribution for the work, the REA will invite the proposal Coordinator by letter to begin negotiations with the REA for a grant agreement.

A first letter providing details on the results of the evaluation and any aspects to be reviewed during negotiation has been sent to applicants. The letter is accompanied by the Evaluation Summary Report (ESR) which summarises the results of the Evaluation Panel.

In a second step, successful applicants will receive a letter of invitation to negotiation that will indicate:

- The deadline by which the consortium must provide the first drafts of Annex I (the Description of Work) and the Grant Agreement Preparation Forms (GPFs), including any supporting documents;
- The deadline by which negotiations must be completed;
- The name and contact details of the REA Project Officer and Administrative Officer.

Proposals that have undergone an ethical review, will also receive an Ethical Review Report, which may contain recommendations to be taken into account in the negotiations

¹ Decision No 1982/2006/EC of the European Parliament and of the Council of 18 December 2006 concerning the Seventh Framework Programme of the European Community for research, technological development and demonstration activities (2007-2013), OJ L412 of 30.12.2006, p.1

² Commission Decision 2008/46/EC of 17 December 2007 setting up the Research Executive Agency for the management of certain areas of the specific Community programmes People, Capacities and Cooperation in the field of research in application of Council Regulation (EC) No 58/2003, OJ L11, 15.01.2008.

and in the Description of Work (for more details on the negotiation of ethical issues please refer to Appendix 1).

If the negotiations are not satisfactorily completed by the stated date, the REA may terminate the process.

The letter of invitation also points to web addresses for:

- A copy of these guidance notes;
- The Model Grant Agreement and its Annexes and any special conditions that could apply (http://cordis.europa.eu/fp7/calls-grant-agreement_en.html#people_ga); these establish the legal framework for the project's funding and administration, therefore these documents should be read carefully.
- The on-line IT tool supporting the negotiation called NEF (Negotiation Facility) for the completion of Grant Agreement Preparation Forms (GPFs) and exchange of information between the Coordinator and Project Officer <http://ec.europa.eu/research/participants/portal/appmanager/participants/portal>
- The Guide to Financial Issues relating to FP7 Indirect Actions (ftp://ftp.cordis.europa.eu/pub/fp7/docs/financialguide_en.pdf). However, the financial guidelines dedicated to the IRSES action are present in Appendix 4.
- The Rules to ensure consistent verification of the existence and legal status of participants, as well as their operational and financial capacities (ftp://ftp.cordis.europa.eu/pub/fp7/docs/rules-verif_en.pdf);
- The Guide to Intellectual Property Rules (IPR) for FP7 projects (ftp://ftp.cordis.europa.eu/pub/fp7/docs/ipr_en.pdf)

2.2. The Coordinator

The Coordinator leads and represents the participants in the negotiations with the REA. Only one of the beneficiaries can be Coordinator. That legal entity will identify one of its staffs as its representative to carry out the actions required of the Coordinator. The representative of the Coordinator is responsible for all contacts between the consortium (set up by the beneficiaries) and the REA. If meetings are planned, he/she attends all meetings.

The Coordinator is requested to ensure a thorough understanding by all the participants of the rules for participation and particularly the one regarding the secondment (Annex III.2 to the Grant Agreement) as well as the ones linked to the contractual deliverables and regular feedback for the REA (Annex III.4 to the Grant Agreement).

Once the grant agreement enters into force, the Coordinator has a legal obligation to act as the interface between the REA services and the other members of the consortium. The Coordinator must ensure that all beneficiaries accede to the grant agreement within the established timescale. The Coordinator submits all documents to the REA and ensures

the liaison between the consortium and the REA. The Coordinator will also be responsible for submitting the project's financial statements, will receive all payments from the REA and will distribute them appropriately among the consortium. The choice of the Coordinator should therefore take into account the organisation's management capacities and its legal and financial stability. For a comprehensive description of the role of the Coordinator please refer to: Article II.2.3 of the model multi-beneficiary grant agreement and the Guide to Financial Issues relating to FP7 Indirect Actions.

2.3. The Project Officer

The Project Officer represents the REA in the negotiations with the coordinator. The Project Officer is identified in the letter of invitation and shall be the sole recipient of all correspondence related to the negotiations.

2.4. Preparation of documents for negotiation

In the letter of invitation, the REA Project Officer will request the consortium to submit the completed Grant Preparation Form (GPF – to be sent through the NEF tool) and a draft Annex I to the grant agreement (the Description of Work – to be submitted by email to the Project Officer).

The GPFs are standard forms that collect the information that the REA needs to prepare the grant agreement and gather programme-wide statistical information. The forms are compatible with the forms used in the proposal submission process, so that much of the information may be directly transferred into the GPFs.

While the submission of interim versions of the GPFs during the negotiation is done completely electronically via NEF, all beneficiaries must sign the final version of the GPFs, on a paper version printed from the NEF tool. In particular the Authorised Representative(s) of the beneficiaries have to sign the forms A2.5. In addition to these forms, the Coordinator must also sign the form A2.6.

2.5. Partnership Agreement

The contractual provisions for IRSES provide for a definition of Partnership Agreements (PA) in Annex III to the Grant agreement:

"Partnership agreement: means an agreement signed between the *beneficiaries* and the *partner organisations* for the purpose of the *project*"

The PA must be signed by all participants in order to have reasonable assurance that the project e that are not acceding formally to the GA via the signature of Form A. The reasoning behind this procedure is that unnecessary administrative burden for partner organisations in Third Countries should be avoided.

The signed Partnership Agreement must be submitted to the REA within 45 days following the start date of the project (Article III.2.1).

It is up to the consortium to design a PA in accordance to its needs. The following checklist is recommended and can be used as a template for points to be addressed:

ftp://ftp.cordis.europa.eu/pub/fp7/docs/checklist_en.pdf

From the REA viewpoint, the following statement is sufficient for reasonable assurance. However, it is worth to point out that the PA is the reference document for all the internal procedures regulating the consortium (e.g. IPR issues, ethics issues, etc.).

PARTNERSHIP AGREEMENT

We the undersigned legal representatives of partner organisations declare that we will implement the Project (*Insert: project title, acronym and number*) in accordance with provisions of the Grant Agreement and in line with the Description of Work (Annex I to the Grant Agreement).

2.6. Support during Negotiations

To facilitate the negotiations and to ensure the preparation of a high quality grant agreement, the REA offers different support and assistance services to the Coordinator.

Assistance with legal and financial issues

The letter of invitation to negotiations specifies the name(s) and contact details of REA official(s) in charge of the negotiations. This person(s) will be able to assist with specific questions on the technical, legal and financial issues. If participants have general questions relating to the FP7 Model Grant Agreement, or to general legal and financial issues, they are advised to submit these by following the link <http://ec.europa.eu/research/enquiries/> and selecting the option '*Legal/Financial aspects of the FP*'.

Intellectual property issues

Participants will find an overview of the FP7 intellectual property (IPR) provisions in the Guide to Intellectual Property Rules for FP7 projects. This document is intended to act as a guide to the various issues and pitfalls that participants may encounter.

The IPR Helpdesk is available to assist potential and current beneficiaries taking part in EU funded projects on Intellectual Property Rights issues. It operates a free helpline offering a first line assistance on IPR related issues. The helpline is run in English, French, Italian, German, Spanish and Polish. It can be contacted at <http://www.ipr-helpdesk.org> (e-mail: ipr-helpdesk@ua.es).

Ethical Issues

Ethical issues are one of the crucial elements that have to be addressed during the Negotiations. Apart from instructions and links provided in Appendix 1, there is general information on Ethics in FP7 on the webpage: http://cordis.europa.eu/fp7/ethics_en.html

Validation of existence and legal status of participating legal entities

Before signing the grant agreement, **participants have to be registered and validated** by the REA for their existence as legal entities and their legal status. The principle in FP7 is that this validation will only be done once for each entity. Once an entity carries the label "FP7 validated", it can participate in subsequent grants without repeated validation.

To implement this principle, a facility called PDM-URF (Participant Data Management – Unique Registration Facility – http://cordis.europa.eu/fp7/pp_en.html) has been developed.

The validation work is done by the Central Validation Team (CVT) which is part of the REA since mid-June 2009. The CVT starts contacting entities once provisional ranked shortlists following a call are available, so that validation of the participants may be done in parallel to the negotiations.

Since mid-2008, legal status validation has been completely separated from the negotiation of individual grant agreements. Each validated entity receives a unique identifier (the PIC – Participant Identification Code), to be used for identifying the participant in proposals and negotiations.

For legal entities that are **not yet validated**, the process for assigning a PIC is triggered by a self-registration at the following website:

<http://ec.europa.eu/research/participants/portal/page/myorganisations>

In parallel the entity should introduce a request for appointment of a LEAR (Legal Entity Appointed Representative). Forms for the appointment of LEARs are available at http://cordis.europa.eu/fp7/pp-lear_en.html

The LEAR is the sole person responsible for managing the legal entity data stored in the central database. The LEAR will receive online access to the PDM-URF, for reading the data stored for the entity and for initiating change requests, if necessary.

The web interface PDM-URF will thus serve two purposes: self registration (anybody can self register an organisation and obtain a (temporary) PIC) and request for modification of data regarding an already registered and validated organisation (only the LEARs will be able to do that).

Gender Issues

Detailed information on the gender mainstreaming in research and FP7 projects is provided on the Commission's webpage: <http://ec.europa.eu/research/science-society/index.cfm?fuseaction=public.topic&id=37>

European Charter for Researchers and the Code of Conduct for the Recruitment of the Researchers

The consortium should ensure an open and impartial selection procedure as well as fair working conditions for researchers recruited on projects funded under FP7. The Commission Recommendation of 11 March 2005 on the European Charter for Researchers and the Code

of Conduct for the Recruitment of Researchers should be applied as a reference framework for recruitment (<http://ec.europa.eu/euraxess/index.cfm/rights/whatIsAResearcher>).

3. THE NEGOTIATION PROCESS

The Grant Agreement negotiation process comprises two main aspects:

- (1) Technical (*scientific*) negotiations;
- (2) Financial and legal negotiations.

Negotiations take place principally via telephone, fax and e-mail between the REA's Project Officer and Coordinator. It is therefore very important to establish contact as soon as possible with the Project Officer whose contact details are provided in the letter that invites applicants to enter into negotiations.

In the event that the REA Project Officer requires special clarifications from the consortium and deems it necessary, a negotiation meeting may be held.

Please note that the REA does not fund costs related to the effort expended by the applicants in preparing the proposal or conducting the negotiations. The cost of travel and subsistence of the consortium members to negotiation meetings is not reimbursed.

3.1. Technical Negotiations

The aim of the technical negotiations is to agree on the final content of Annex I (the Description of Work, DoW) of the Grant Agreement. For further information on the basic structure of the DoW, see Appendix 2.

Based upon the Evaluation Summary Report, the Negotiation Mandate and any further discussion with the REA Project Officer, the proposal Coordinator should make a first draft of the Annex I³⁴ and circulate it to the other participants for approval, with the option to already send it in parallel to the REA Project Officer for "preliminary comments". The final version of this document will form an integral part of the Grant Agreement.

During this part of the negotiation process:

- The proposal may need to be adapted to meet the recommendations indicated in the Negotiation Mandate;
- The full work plan of the project (including the role of each beneficiary) needs to be defined in sufficient detail;
- The Gantt chart should correspond to the workplan;

³ Please send the original part B of the proposal in a word like format to the project officer at the beginning of the negotiation

⁴ The final annex 1 should be around 20 pages long

- Agreement needs to be reached on the list of deliverables, their content, timing, dissemination level and actors involved in each deliverable;
- Agreement needs to be reached on the project milestones (e.g. to which work package they are associated)
- An indicative time schedule will need to be established for the project reviews (if not pre-defined in the special conditions of the grant agreement) – which ideally should be synchronised with the reporting periods.

3.2. Financial and Legal Negotiations

Financial negotiation focuses on reaching agreement on budgetary matters such as the budget for the project and the budget breakdown for the different project periods. It also covers the establishment of the amount of the initial pre-financing and timing of project periods and reviews.

Legal negotiation includes the analysis and review of the legal status of each applicant, and the final composition of the Consortium, any special clauses required for the project, and other aspects such as the project start date.

A list of special clauses applicable to the Marie Curie Model Grant Agreement is provided at ftp://ftp.cordis.lu/pub/fp7/docs/fp7-mga-clauses_en.pdf.

At this stage the REA also assesses whether the proposed Coordinator has the required management skills, capabilities and experience to carry out the Coordinator's tasks.

In more details:

- The total costs and maximum EU financial contribution is determined according to the number of eligible secondments;
- A table of the estimated breakdown of budget and EU financial contribution per activity (researchers' exchanges) to be carried out by each of the beneficiaries is established;
- The amount of pre-financing is established; however, normally for IRSES projects the pre-financing is fixed at 60% of the EU contribution.
- The start date and the duration of the project is agreed upon;
- The need for the inclusion in the grant agreement of any special clauses is established;
- The timing of the reporting periods is established (normally every 24 months for financial reports and every 12 months for activity reports);
- The legal status of each applicant is reviewed;
- The possible need of the mid-term review is determined;
- The financial viability of the Coordinator and any other applicant with an EC contribution exceeding €500,000 will be assessed, as outlined in the Rules to ensure

consistent verification of the existence and legal status of participants, as well as their operational and financial capacity (ftp://ftp.cordis.europa.eu/pub/fp7/docs/rules-verif_en.pdf).

Additional financial information/documentation may be required if deemed necessary by the REA services.

Several supporting legal documents are required in order to prepare the Grant Agreement, including the following:

- Legal status: copy of any official document proving the legal existence of each contracting organisation (e.g. Charter/Act of foundation/law extract; official registration number with national authority; registered statutes; extracts from the Official Journal; VAT registration, etc.). These documents must be provided by all participants with translation if the original document is not in an official language of the EU.
- Banking information: the Financial Identification form should be filled and signed by the Coordinator, stamped and countersigned by the bank. An exception is made however in the following cases: the bank stamp and signature are not requested for accounts at the Bank of England, Central Bank of Ireland and Trésor Public ACCT (France).

Note that the REA can only negotiate with currently existing entities. The legal existence of a contracting organisation must pre-date the grant agreement signature.

Also note that, if the Joint Research Centre of the EU (JRC) is involved in a project, a separate special agreement will be signed between the REA and the JRC in addition to the Grant Agreement signed between the other participants and the REA.

3.3. Completion of negotiations

At the end of the negotiations, agreement should be reached on all technical, financial and legal issues related to the Grant agreement and the Consortium must send a final version of the relevant documents to the REA Project Officer.

Paper copies of the documents GPF A2.5 for each partner and A2.6 for the coordinator (to be printed from NEF) should be unbound, on white paper, with original signatures.

When also all the necessary legal and financial information required has been **received and validated** by the REA, a grant agreement is drafted and sent to the Coordinator for signature by the authorised representative of the organisation.

3.4. Applicable law

The project shall be governed by the terms of the grant agreement, the Community acts related to FP7, the Financial Regulation applicable to the general budget and its

Implementing Rules and other EU law and, on a subsidiary basis, by the law of Belgium⁵.

Furthermore, the Commission (on a proposal by the REA) may take a decision to impose pecuniary obligations, which shall be enforceable in accordance with Article 299 of the Treaty on the functioning of the European Union.

Notwithstanding the Commission's right to directly adopt the recovery decisions referred to in the previous paragraph, the General Court (EGC), or on appeal, the European Court of Justice shall have sole jurisdiction to hear any dispute between the EU and any beneficiary concerning the interpretation, application or validity of the grant agreement and the validity of the decision mentioned in the second paragraph.

3.5. Start of the project

The relevant provisions of the grant agreement will determine the start date of the project.

This may be the first day of the month following the entry into force of the grant agreement, or a specific fixed date as negotiated. For the projects of the call FP7-PEOPLE-2013-IRSES, a reasonable start date could be from 1st of February 2014 provided that the negotiations can be finalised before the end of 2013. Where the Consortium requires a start date for the project that precedes the entry into force of the grant agreement, full details regarding the justification for the request should be made in writing to the Project Officer prior to the finalisation of Annex 1 to the Grant Agreement and of the GPFs. The REA may refuse this request if no sufficient and acceptable justification is provided.

Costs can be incurred from the start date of the project **but not before**. Where the start date of the project precedes the entry into force of the grant agreement, future beneficiaries take the risk that the grant agreement might not be signed. In such a case costs will not be reimbursed by the REA.

4. GRANT AGREEMENT

4.1. Grant agreement signature

Upon receipt of the grant agreement, the authorised representative of the Coordinator signs two originals of the grant agreement on behalf of its organisation and returns them to the REA. The REA can only sign these documents once all internal procedures have been successfully completed and will return one duly signed original to the Coordinator.

In parallel, the Coordinator must distribute a copy of the grant agreement to the other beneficiaries, **along with Form A – the form for the other beneficiaries to accede to the grant agreement**. Three duly completed originals of Form A are signed by each beneficiary and returned to the Coordinator for the Coordinator's signature. When the

⁵ Country of the seat of the authorising officer responsible under the internal rules on the execution of the general budget of the EU.

Coordinator has signed all the Forms A, s/he sends one original of the Form A to each beneficiary and one original to the REA, keeping one for its records.

The REA Grant Agreement covers the project as a whole and binds each individual beneficiary that accedes to it. This has a number of important consequences:

- All beneficiaries must sign Form A to accede to the Grant Agreement.
- If one potential beneficiary fails to accede to the Grant Agreement, it is up to those beneficiaries who have acceded to the Grant Agreement to propose an acceptable solution to the REA; either by reallocating the work of the missing beneficiary among them or the accession to the grant agreement of a new beneficiary. The REA may terminate the grant agreement if it considers that due to this change the project is no longer viable or has been fundamentally changed, compared to the negotiated proposal.
- If a beneficiary subsequently withdraws from the Grant Agreement, the others remain responsible for the completion of the work, including the part allocated to the withdrawn beneficiary (technical collective responsibility).

4.2. Pre-financing

Once the grant agreement is in force, the REA will make the pre-financing payment to the Coordinator. The amount will be established during the negotiations and is intended to provide the beneficiaries with sufficient cash flow to carry out the first part of the project. The pre-financing will be paid within 45 days following the entry into force of the grant agreement or the start date of the project, whichever is the later.

As a general rule, for projects with more than two reporting periods, the pre-financing amount could be around 160% of the average funding per period (Average = total EC contribution / nr of periods). However, for IRSES normally characterised by two reporting periods, the pre-financing amount is 60% of the total EU contribution minus the 5% reserved for the Guarantee Fund.

In fact, the pre-financing amount specified in the model Grant Agreement includes the beneficiaries' contribution to the Participant Guarantee Fund. This represents 5% of the requested total EC contribution and is transferred directly to the Guarantee Fund by the REA.

The Coordinator can only distribute the pre-financing to the other beneficiaries, provided that those beneficiaries have signed the Form A and acceded to the grant agreement and the consortium is composed by the minimum number of beneficiaries (as specified in the work programme related to the call). More information is provided in the [Guide to Financial Issues](#).

4.3. What is the Participant Guarantee Fund?

The Participant Guarantee Fund is a mutual benefit instrument establishing solidarity among beneficiaries in indirect actions at the level of the Framework Programme. It aims primarily at covering the financial risks incurred by the EU and the beneficiaries during the implementation of the indirect actions of FP7.

Moreover, it allows the Union to exempt beneficiaries from ex-ante financial viability controls (except in a limited number of cases⁶) and from the imposition of any sort of financial securities, including bank guarantees or retention of pre-financing. The Guarantee Fund also allows the Union to limit the financial responsibility of each participant to its own debt.

It will therefore ease the implementation of FP7 actions for the REA and participants, by reducing paperwork and time required to sign the grant agreement. The Guarantee Fund will thus allow small actors such as SMEs to access EU funding without additional administrative burden.

The Guarantee Fund functions as follows:

- All beneficiaries to indirect actions taking the form of a grant must contribute to the Guarantee Fund for the duration of the action.
- When transferring the initial pre-financing to a consortium, the REA will deduct the relevant contribution and transfer it to the depository bank. This deduction will be equal to 5% of the EU financial contribution provided for in Article 5 of the grant agreement.
- At the time of the final payment, beneficiaries will recover their capital unless the Guarantee Fund has incurred losses. In such a case, the REA will deduct a maximum of 1% of the grant owed to them⁷.
- Where amounts are due to the Union by a participant, the REA may, beside penalties which may be imposed on the defaulting participant, either transfer the amount to the Coordinator of the indirect action if it is still on-going and the remaining participants agree to implement it; or recover effectively the amount from the Fund should the indirect action be terminated or already completed.

4.4. Project monitoring and follow-up

For the follow-up and monitoring of a project, the REA will, if possible, appoint the same person who acted as Project Officer during the negotiation as Project Officer for the project, so as to take advantage of the in-depth knowledge of the project's work gained during the negotiation phase. S/He is the project's key link to the REA throughout the execution of the work.

Certain tasks concerning project management, financial statements or legal and financial matters may be handled by other specialist staff within the REA who might communicate directly with the Coordinator.

⁶ The Commission shall verify ex-ante only the financial capacity of Coordinators, and of participants other than those referred to in footnote 7, applying for a EU financial contribution in an indirect action in excess of EUR 500 000, unless there are exceptional circumstances, when, on the basis of information already available, there are justified grounds to doubt the financial capacity of these participants.

⁷ Except in case of public bodies and legal entities whose participation in indirect actions is guaranteed by a Member State or an Associated Country, and higher and secondary education establishments.

4.5. Project Fact Sheet

As the FP7 programmes are funded with public funds, a public database of basic information concerning the projects is maintained. Information for this database is downloaded principally from forms A1 and A2 of the final GPF, forming part of a “Project Fact Sheet” of non-confidential information such as project acronym, objectives, project summary, project beneficiaries, EU funding etc.

This Project Fact Sheet is prepared by the REA after the signature of the Grant Agreement and, hence, no additional input is required from the project participants, although by arrangement with the Project Officer the project may substitute a revised version of their A1 and A2 text specifically for the Project Fact Sheet.

4.6. Compulsory deliverables

According to the Annex II and III of the grant agreement all projects are obliged to submit the following reports:

- mid-term review reports for reporting periods of at least 18 months. For example, for a reporting period of 24 months, this document should be submitted only electronically via SESAM (in the participant portal) within 30 days from the end of the 12th month. This document should contain only the scientific activities performed in the concerned period.
- researcher registration reports (RRR), including all data concerning the researcher involved in the secondment. This has to be submitted only electronically via SESAM (in the participant portal) within 20 days from the beginning of the secondment
- periodic reports, including the scientific activities and the secondment table. This must be submitted only electronically via SESAM (in the participant portal) within 60 days from the end of the reporting period.
- the final report, including the publishable summary and the list of publications (peer-reviewed journals). This must be submitted only electronically via SESAM (in the participant portal) within 60 days from the end of the project.
- the funding distribution report, to be submitted via SESAM (in the participant portal) within 30 days from the receipt of the final payment.
- the financial statements (FORMs C), including the flat rate for all secondments performed (calculated eventually pro-rata). The financial statements form the basis for any payments made by the REA.

All projects have to report on horizontal project related issues (including gender and science & society related aspects) at the end of the project under the heading 'awareness and wider societal implications'. The REA will provide the Consortia with detailed guidance for the reporting.

Projects are requested to include in their deliverables list, if appropriate, the setting up of a project webpage which they will update on a regular basis.

4.7. Technical audits and reviews

Based on the project reports and deliverables, and possibly also with the support of presentations made by Consortium members, the REA may conduct reviews of project progress with the assistance of independent experts. These are used by the REA to assess the project's progress and to decide if EU financial support for the project should be continued. In the event of a negative outcome of a review, the REA may decide to suspend the project pending corrective action, or to terminate the grant agreement.

The review may also lead the Consortium, or the REA, to require changes to the work plan (to reflect evolving circumstances in the marketplace, for example). In these cases, the Consortium will be required to revise Annex I.

A schedule for any planned reviews may be included in Annex I of the Grant Agreement (the Description of Work).

5. GRANT AGREEMENT PREPARATION FORMS (GPFs)

5.1. Why GPFs?

The Grant Agreement Preparation Forms (GPFs) have been designed to facilitate the project negotiations and the production of the Grant Agreement. Essentially the forms are used to identify the beneficiaries who sign the Grant Agreement and to determine the eligible costs and EU contribution. The forms also include a standard declaration to be signed by each participating organisation.

Certain details, principally from forms A1 and A2, are used to generate a Project Fact Sheet (see previous Chapter). The Overall Maximum EU Contribution form A3.2 and the Overall Indicative Project Deliverables form A3.1 are included as part of Annex I of the grant agreement. The GPFs may also be used as a reference by the REA when receiving financial statements during the lifetime of the project.

Thus, although the GPFs are not part of the Grant Agreement (except for the budget forms A3.1 and the project deliverables form A3.2, as mentioned above), it is important that the information in the forms is correct.

5.2. Completing the GPFs

The Grant Agreement Preparation Forms have to be completed via an on-line IT tool called NEF (Negotiation Facility). The use of the IT tool NEF for completing the GPFs is mandatory. It allows the Coordinator to exchange several versions with the REA in an

iterative process of negotiation. **The details of access to the tool will be given in the letter of invitation to negotiations.** The paper version in Appendix 4 of this document (including a full set of explanatory notes) is just for information. The actual layout in the IT tool will be different.

The forms in NEF are an extension of the proposal submission forms. They are pre-filled with the available information from the proposal. The Coordinator should update and complete the information for **all** participants in the Consortium (including those not requesting any funding) and for the project as a whole. In line with the principle of unique registration, the form fields related to existence and legal status of beneficiaries are prefilled with the data from the Unique Registration Facility (PDM-URF) if the beneficiary is already registered there. For beneficiaries not yet registered, the data from the proposal are inserted.

In both cases, the respective fields are read-only in NEF and can only be changed via the PDM-URF (see section "Validation of existence and legal status of participating legal entities" in chapter 2 above).

5.3 Where to send the GPFs?

A first draft of the GPFs must be prepared and sent electronically to the REA's Project Officer before the first negotiation round.

The final agreed version of the GPFs should be submitted to the Project Officer as soon as the agreement is achieved, in one unbound copy on white paper with original signatures, and in electronic format using the NEF-editor. Any required supporting documentation should be provided in one copy, if not requested otherwise by the Project Officer.

5.3. Frequently asked Negotiation questions (FAQs)

A regularly updated list of FAQs on participation and grant agreement issues is available and beneficiaries should consult this periodically, as this will assist them in their negotiations (<http://ec.europa.eu/research/faq>). A list of commonly-occurring issues which may arise during the negotiations is described below.

- **Amendments:** The REA (with the possible assistance of external experts, e.g. in the case of significant changes) will consider requests for reasonable amendments to the grant agreement, provided they do not change the essential character of the project. Significant changes to the technical content of the work require the approval of the REA. Requests for amendments must be made in writing by the authorised representative of the Coordinator on behalf of the consortium. **Also the REA will only consider requests for extension of the duration of the project in very exceptional circumstances.**
- **Changes in consortium or in the work plan:** During the negotiation a Consortium may find it necessary to propose changes in the work plan or in its composition itself as a consequence of events which have occurred since they prepared the proposal. Changes may also be required as a consequence of the evaluation results. The REA may consider these, but the evaluation result must be respected. If the revised work plan or consortium differs to the extent that the evaluation might have yielded a different result, the REA will refuse the changes, or, ultimately, terminate negotiations.
- **Change of Coordinator:** The Consortium has to identify the organisation (and the person from that organisation) that will act as Coordinator and propose this to the REA. S/He will lead the negotiation on the applicants' side. Most often this will be the organisation and the person who co-ordinated the proposal writing and submission, but another applicant may take the role if the consortium members agree. In any case, the REA needs to agree to any Coordinator chosen by the consortium. If the REA has reasons to question the management and coordination capabilities or the financial stability of the chosen organisation, the REA may – at any time during the negotiation or the lifetime of the project – request the consortium to choose a different Coordinator from within the consortium.
- **Conflicts within the consortium (and/or the partnership):** It is expected that during negotiations any potential conflict between two or more participants within the consortium will be resolved internally. If an agreement cannot be reached, the REA may decide to intervene and consider the termination of negotiations.
- **Estimation of costs:** Funding in the Marie Curie actions is based on a series of fixed flat rates or scale of unit costs. The GPFs and Annex I to the grant agreement require the participants to estimate essential details of costs over the lifetime of the project in order for the REA to establish the maximum EU financial contribution and calculate its pre-financing. Interim and final payments are based on the secondments actually incurred and accepted by the REA.
- **Legal establishment prerequisite for grant agreement:** The REA can only offer grant agreements to existing entities and the legal existence of a participant must pre-

date the grant agreement signature or accession to the grant agreement and must be validated by the CVT.

- **Model Grant Agreement:** The Model Grant Agreement for 'People' Specific Programme can be found at: http://cordis.europa.eu/fp7/calls-grant-agreement_en.html#people_ga
- **Partnership Agreement:** Consortia need to give the highest possible priority to completing the internal Partnership Agreement before signing the grant agreement. In fact, this document should be signed by all the participants (beneficiaries and other third countries institutions) and send by email to REA.
- **Pre-financing (advance payments):** The REA will make a pre-financing payment within 45 days of the entry into force of grant agreement or the start date of the project, except where a special clause provides otherwise. This amount remains property of the EU Commission up to the end of the project.
- **Project preparation/negotiation costs:** The REA does not fund costs related to proposal preparation or to conducting negotiations even if the fixed start date of the project is prior to the date that the grant agreement enters into force. This means also that the REA will not reimburse the cost of travel and subsistence of the consortium members to negotiation meetings.
- **Reduction of human resources:** The evaluation result of the proposal is based on a certain level of human resources and the level of funding is essentially linked to this. If during the negotiations the consortium changes the human resources requirements (or any other significant cost), the REA funding offer may change but will not be increased.
- **Subcontracts:** Subcontracting is not relevant to the IRSES scheme.
- **Withdrawing participants:** If one or more of the organisations that participated in the proposal wish to withdraw while the project is under negotiation, the REA will judge, in the light of the evaluators' reports, whether the withdrawing participant(s) was/were not essential to the success of the proposed project (in which case negotiations may continue) or vital to the proposed project (in which case negotiations might be terminated and the proposal rejected, or may be suspended pending the Consortium's finding of an acceptable substitute). If a beneficiary identified in the grant agreement does not sign the grant agreement, the REA may stop negotiations, or later terminate the grant agreement, unless the other members of the Consortium propose, and the REA accepts, an alternative solution.

6. APPENDICES

Appendix 1 – Negotiation of ethical issues

Ethics is important throughout the project lifecycle, from concept to dissemination of results. The Governance and Ethics Unit (L3) in DG Research of the European Commission is responsible for organising ethics reviews and ensuring that the ethics review report helps the project officers in handling ethical issues at the negotiation stage.

If there are ethical issues associated to a project, the applicants must describe how these will be dealt with in Annex I to the grant agreement.

Ethical issues are to be addressed by project proposals that involve experimentation with humans (including clinical trials), human tissue, the collection or processing of personal information, the development of security technologies that could cause potential loss of privacy or infringement of liberties, experimentation with animals, genetic information, research involving developing countries, etc

Proposals with sensitive ethical issues⁸ together with those that did not address ethical issues adequately will have been identified by the scientific evaluation as needing additional attention by an ethical review panel.

If a project has been subject to ethical review, grant agreement negotiation can not be concluded without taking full account of the ethics review report which should also form part of the technical annex to the grant agreement.

The ethical review within FP7 has two important functions:

- (1) To ensure that the EU can be confident that it is not funding any research that is ethically unsound.
- (2) To continually raise awareness amongst researchers of ethical issues that may be raised by their research and enable them to address these adequately. This is particularly important for new and developing areas of research and technology (Genomics, IT, Nanotechnology and Security Technologies for example), which previously may have had little need to address ethical issues in research projects but where new developments are leading to innovative research in areas where ethical considerations become important.

Normally an ethical review will have been carried out and the Ethical Review report will be available by the time the grant agreement negotiations begin. However, for some proposals requiring an ethical review this may not be the case. In this case, the Coordinator should be informed that an ethical review is still in progress and that the outcome of the ethical review will need to be taken into account and may change or may add to the final result of the scientific evaluation.

⁸ The Commission considers sensitive ethical issues to include research which involves children and others unable to consent, involves use of human tissues such as embryonic and foetal tissue, involves use of genetic and other sensitive personal data, involves use of non-human primates and genetically modified animals, etc.

If the proposal contravenes the fundamental ethical rules of FP7 and this is unable to be resolved, the project may be stopped at any point in the evaluation/negotiation process⁹.

Management

Where ethical issues are addressed by the project proposal, appropriate management of these issues should be guaranteed in the overall project management. This can be done in different ways, such as by involving one or more ethicist in the management board, by creating a separate management board for the ethical issues, by adding a work package to analyse in depth the important ethical issues involved or by working on an ethical impact assessment of the project. Sometime it might be advisable to choose a mixture of these measures.

Reporting

The periodic (and possibly mid term) report should devote a section to describing the handling of the ethical aspects of the project.

The Ethical Review report in Grant Agreement negotiation

The Ethical Review report has three elements that have to be taken into account in the negotiation of Annex I to the grant agreement.

Requirements

These conditions have been identified as necessary in order to fulfil FP7 ethical rules. The requirements will refer to the individual work programmes in which they must be incorporated. Annex I must demonstrate that these conditions have been accepted and are followed by the Consortium.

Where additional information is required such as the approval of a national authority or a local ethics committee, the Coordinator must ensure these are obtained prior to starting the relevant experiments. In order to avoid 'micro management' and over burdening the Project Officers the majority of such approvals can be retrospectively checked in each progress report.

However, it is essential that national approvals relating to use of embryos/human embryonic stem cells (hESC), are checked by the Project Officer and other REA Staff prior to the start of any work. A special clause needs to be inserted in the grant agreement relating to embryo/hESC use.

If other requirements have been identified, the periodic (and possibly mid term) report will have to report on these issues.

Recommendations

⁹ Article 15(2)(b) of Regulation (EC) No 1906/2006 of the European Parliament and of the Council of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013).

Recommendations from the Ethical Report panel for improving the ethical soundness of the project should be dealt with in the negotiation process.

Follow-up

Identifying any aspects of the project where ethical issues may need to be considered or reconsidered at a later stage.

For more information

- Guide for Applicants and Ethics Review guidance:
http://ec.europa.eu/research/participants/portal/page/fp7_calls
- Ethics Review: http://cordis.europa.eu/fp7/ethics_en.html
- Research on Animals: <http://www.nc3rs.org.uk/category.asp?catID=3>

Appendix 2 – Description of work – Annex I to the Grant Agreement

The following sections provide the structure of Annex I to the Grant agreement (description of work) for the International Research Staff Exchange Scheme (IRSES). The Annex I is an integral part of the Grant agreement.

Non-compliance or non-fulfilment of its content will have the same legal consequences as for any default of the other contractual conditions. It should be negotiated between the Coordinator and the REA Project Officer.

It should be written in a clear, precise and concise manner (in principal not exceeding 20 pages). It should specify all the tasks to be undertaken and the corresponding deliverables, but with sufficient flexibility in order to be able to modify the work arrangements so as to achieve the stated objectives, should this be necessary, without the need for a formal modification of the text (i.e. contract amendment). This flexibility is required for the REA as well as for the consortium.

Annex I to the Grant Agreement (Description of Work) consists of the description of the work to be carried out, the implementation process, the budget breakdown and the list of deliverables.

<p>PART A</p> <p>A.1 <i>Grant agreement</i> details</p> <p>A.2 List of participants (<i>beneficiaries</i> and partner /organisations)</p> <p>A.3 Project summary</p>
<p>PART B</p> <p>B 1 Quality of the Exchange Programme (including Gatt chart of secondments)</p> <p>B 2 Project Management</p> <p>B 3 Impact</p> <p>B 4 Ethical Issues</p>
<p>PART C</p> <p>C.1 Overall Maximum EU Contribution (<i>tables A3.1 and A3.2 from the GPFs</i>)</p> <p>C.2 Grant Agreement deliverables</p>

All pages of Annex I must be numbered and each page should be headed with the project acronym, proposal number and actual drafting date.

Annex I is drafted using information from the proposal and any information contained in the Evaluation Summary Report. It should also take into consideration any financial and technical issues that may arise during negotiation.

Although certain parts of the proposal description can be taken as the basis for the drafting of this description of work, during the negotiation stage several sections of the original proposal need to be updated and the partnership may be requested to shorten certain sections of the proposal and elaborate on others. Annex I should exclude all background material in support of the selection of the proposal, and not essential for the implementation of the selected project. For example, references to publications or previous work undertaken and future intentions of the partnership should be excluded.

Appendix 3–Grant Agreement Preparation Forms (GPFs)

Grant Agreement Preparation Forms (GPF's) have been designed to facilitate the project negotiations and the production of the grant agreement. It is a main communication instruments between the Coordinator representing the Consortium and the REA's Project Officer.

Essentially the forms are used to identify the beneficiaries that will sign/accede to the grant agreement, to determine the eligible costs and EU contribution. The forms also include a standard declaration to be signed by each participating organisation.

To assist the filling in of the GPF's the following is made available:

- Annotations – these are attached to the standard forms and should be read carefully
- Pre-filled legal information (see below)
- A NEF-editor to be used by the Coordinator and the beneficiaries.

Legal information is held in the A2.1 form. This information is pre-filled by the REA services using either information taken from the REA database or from the proposal. Depending on the validity of this information, the organisation concerned may have to supply the REA with a so called "identification fiche" and supporting legal documents. For instructions on this, see the annotations to the A2.1 form.

The Overall Maximum EU Contribution table A3.1 of the GPFs has to be used in Part C.

As a Coordinator you will receive **at the beginning of each negotiation session** a link to the NEF tool via the Portal webpage
(<http://ec.europa.eu/research/participants/portal/appmanager/participants/portal>)

You must first create an ECAS account:



Important: access to projects depends on the email address registered in the ECAS account. **This email address must be identical to the email address you have notified when proposal was submitted and to which invitation to enter into negotiation was sent.**

Once you are logged in, select my projects tab. You will have an overview of projects you are in charge for negotiation.

*

The starting screen is divided into **four main sections**:

- The negotiation parameters – this provides information about the contact persons in charge of the negotiation of your project and the deadlines for the delivery of the documents; Essentially, you are not allowed to modify these parameters.
- The project section provides links to the data at the project level.
- The Coordinator section – provides links to the information on the organisation in charge of the coordination of the project.
- The participants section provides a list of all organisations participating in the project.

You must **save your changes** before you go to another form or close your web browser; otherwise, all changes you have made so far will be lost. Please note that there is no warning when closing your browser!

When you click on the “Save Changes” button, a confirmation message is displayed if your changes are saved successfully. If you get an error message instead, you will need to check the forms for validation errors and make the appropriate corrections.

When you have finished entering the data, you **submit** electronically your **changes** back to the EC Project Officer by clicking on the “Submit” button on the project summary page. At this stage, the Project Officer will review the forms, comment on them and invite you to a new negotiation session if updates are needed.

Please note that at the very moment you submit the changes, the data are available to you in the read-only mode and cannot be corrected anymore. If a new negotiation session is needed, you will receive another access key for NEF.

Current release of NEF does not provide the separate access keys for project partners. Under no circumstances the project Coordinator will share the access key with the consortium's partners. The Coordinator will collect the data and fill the forms on his own. However, the final data should be checked by every partner when signing the corresponding Commitment form.

You can always obtain a **paper version of the GPF** (see print out example below) by clicking the “PDF preview” button in the top right area of the summary screen. The PDF file will contain all forms, completed and uncompleted as well.

Grant Agreement Preparation Forms

Project number

Project title

Call (part) identifier

Funding scheme

SPECIMEN

A1: Our project

Project Number 1		Project Acronym 2	
------------------	--	-------------------	--

ONE FORM PER PROJECT

GENERAL INFORMATION

Project title 3			
Starting date 4			
Duration in months 5			
Call (part) identifier 6			
Marie Curie action-code		Scientific panel	:
Activity code(s) most relevant to your topic 7			
Free keywords 8			
Abstracts (max. 2000 char.)			

A2.1: Who we are

Project number 1		Project acronym 2		Participant number in this project 10		Participant short name 11	
------------------	--	-------------------	--	---------------------------------------	--	---------------------------	--

ONE FORM PER PARTICIPANT

LEGAL DATA

If your organisation has already registered for FP7, enter your Participant Identity Code 12		
Participant legal name 13		
Participant short name 11		
Status of validation 14		

Legal address of the participant		
Street name 15		Number 15
Town 15		
Postal code / Cedex 15		
Country 16		
Internet homepage (optional)		

Registration data of the participant	
Legal registration number 17	
Place of registration 17	
Date of registration 17	
VAT number 18	
Legal form 19	

Contact person for legal information 20			
Family name		First name(s)	
Phone 1 21		Phone 2 21	
E-mail		Fax 21	

If the legal information is not validated or has the status of validated but is not correct, supporting documents will have to be provided to the Commission. Legal supporting documents include an Identification Fiche and depending on your legal status, supporting documents (see http://ec.europa.eu/budget/execution/legal_entities_en.htm)

A2.1: Who we are

Project number 1		Project acronym 2		Participant number in this project 10		Participant short name 11	
------------------	--	-------------------	--	---------------------------------------	--	---------------------------	--

ONE FORM PER PARTICIPANT

LEGAL DATA

If your organisation has already registered for FP7, enter your Participant Identity Code 12		
Participat legal name 13		
Participant short name 11		
Status of validation 14		

Legal address of the participant		
Street name 15		Number 15
Town 15		
Postal code / Cedex 15		
Country 16		
Internet homepage (optional)		

Registration data of the participant		
Legal registration number 17		
Place of registration 17		
Date of registration 17		
VAT number 18		
Legal form 19		

Contact person for legal information 20			
Family name		First name(s)	
Phone 1 21		Phone 2 21	
E-mail		Fax 21	

If the legal information is not validated or has the status of validated but is not correct, supporting documents will have to be provided to the Commission. Legal supporting documents include an Identification Fiche and depending on your legal status, supporting documents (see http://ec.europa.eu/budget/execution/legal_entities_en.htm)

A2.2: Who we are

Project number ¹		Project acronym ²		Participant number in this project ¹⁰		Participant short name ¹¹	
-----------------------------	--	------------------------------	--	--	--	--------------------------------------	--

ONE FORM PER PARTICIPANT

STATUS OF YOUR ORGANISATION

Certain types of organisations benefit from special conditions under FP7 participation rules. If you are one of these, please tick the appropriate box(es) below. ²²

Your organisation is:

- Natural person ²³
- Public body ²⁴
 - Non profit public body ²⁵
 - Profit public body ²⁶
- International organisation of European interest ²⁷
- International organisation – other ²⁸
- Joint Research Centre
- Entities composed of one or more legal entities ¹⁰⁰
- Secondary and higher education establishment ²⁹
- Non-profit research organisation ³⁰
- Commercial enterprise ³¹
 - SME ³²
 - Non-SME ³³
- None of the above, please specify:

SPECIMEN

A2.3: Authorised Representatives

Project number ¹		Project acronym ²		Participant number in this project ¹⁰		Participant short name ¹¹	
-----------------------------	--	------------------------------	--	--	--	--------------------------------------	--

ONE FORM PER PARTICIPANT

First authorised representative to sign the grant agreement or to commit the organisation for this project

Family name		First name(s)	
Title ³⁴		Gender ³⁵ (Female – F / Male – M)	
Position in the organisation ³⁶			
Department/Faculty/Institute/Laboratory name/... ³⁷			
Address (if different from the legal address) ¹²			
Street name ¹⁵		Number ¹⁵	
Town ¹⁵			
Postal code / Cedex ¹⁵			
Country ¹⁶			
Phone 1 ²¹		Phone 2 ²¹	
E-mail		Fax ²¹	

Second authorised representative to sign the grant agreement or to commit the organisation for this project

Family name		First name(s)	
Title ³⁴		Gender ³⁵ (Female – F / Male – M)	
Position in the organisation ³⁶			
Department/Faculty/Institute/Laboratory name/... ³⁷			
Address (if different from the legal address) ¹²			
Street name ¹⁵		Number ¹⁵	
Town ¹⁵			
Postal code / Cedex ¹⁵			
Country ¹⁶			
Phone 1 ²¹		Phone 2 ²¹	
E-mail		Fax ²¹	

A2.4: How to contact us

Project number ¹		Project acronym ²		Participant number in this project ¹⁰		Participant short name ¹¹	
-----------------------------	--	------------------------------	--	--	--	--------------------------------------	--

ONE FORM PER PARTICIPANT

Person in charge of administrative, legal and financial aspects in this project			
Family name		First name(s)	
Title ³⁴		Gender ³⁵ (Female – F / Male – M)	
Position in the organisation ³⁶			
Department/Faculty/Institute/Laboratory name/... ³⁷			
Address (if different from the legal address) ¹²			
Street name ¹⁵		Number ¹⁵	
Town ¹⁵			
Postal code / Cedex ¹⁵			
Country ¹⁶			
Phone 1 ²¹		Phone 2 ²¹	
E-mail		Fax ²¹	
Person in charge of scientific and technical/technological aspects in this project			
Family name		First name(s)	
Title ³⁴		Gender ³⁵ (Female – F / Male – M)	
Position in the organisation ³⁵			
Department/Faculty/Institute/Laboratory name/... ³⁷			
Address (if different from the legal address) ¹²			
Street name ¹⁵		Number ¹⁵	
Town ¹⁵			
Postal code / Cedex ¹⁵			
Country ¹⁶			
Phone 1 ²¹		Phone 2 ²¹	
E-mail		Fax ²¹	

A2.5: Our commitment

4- Our organisation is fully aware that the Commission may impose administrative or financial penalties on legal entities who are guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the grant award procedure or fail to supply this information; have been declared to be in serious breach of their obligations under any contract/grant agreement covered by the budget of the Community. Such penalties shall be proportionate to the importance of the contract/grant agreement and the seriousness of the misconduct, and may consist in their exclusion from the contracts and grants financed by the budget of the Commission for a maximum period of ten years and payment of financial penalties.

5- As an authorised representative I certify that the information given in the form A2.2 is correct.

Participant legal name is			
Family name of authorised representative		First Name(s)	
Date		Signature of the authorised representative to sign the grant agreement or to commit the organisation ³⁸	

A2.6: Data Protection & Coordination Role

Project number ¹		Project acronym ²		Participant number in this project ¹⁰		Participant short name ¹¹	
-----------------------------	--	------------------------------	--	--	--	--------------------------------------	--

SIGNED ONLY BY THE COORDINATOR – PARTICIPANT NO. 1

As co-ordinator on behalf of all proposers I take note of the following statement:

"All personal data (such as names, addresses, CVs, etc.) will be processed in accordance with Regulation (EC) No. 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (Official Journal L 8, 12.01.2001). Such data will be processed solely in connection with the assessment of the project by the Commission department responsible for FP7. On request, proposers may obtain access to their personal data and correct or complete them. Any questions relating to the processing of these data can be addressed to the project officer. Proposers may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time."

I also certify that our organisation is committed to act as the coordinator of this project.

Participant legal name ¹³			
Family name of authorised representative		First Name(s)	
Date		Signature of the authorised representative to sign the grant agreement or to commit the organisation ³⁸	

A3.1: Budget

Project Number ¹	_____	Project Acronym ²	_____
-----------------------------	-------	------------------------------	-------

One Form per Project

Participant number in this project	Participant short name	Country	Number seconded researchers month	Total EU Contribution (€)
1	[Redacted])
2			8	16,800.00
12			0	0.00
TOTAL (€)			20	41,800.00

SPECIMEN

A3.2: Indicative Secondments

Project Number ¹	EUTEE	Project Acronym ²	GENOIA			
One Form per Project						
Participant number in this project	Participant short name	Country	Amount of staff	Number seconded researchers month total	% Total	EU Contribution (€)
1			3	12	60 %	25,000.00
2			1	8	20 %	16,800.00
3			0	0	0 %	0.00
4			0	0	0 %	0.00
5			0	0	0 %	0.00
6			0	0	0 %	0.00
7			0	0	0 %	0.00
8			0	0	0 %	0.00
9			1	2	20 %	0.00
10			0	0	0 %	0.00
11			0	0	0 %	0.00
12			0	0	0 %	0.00
13			0	0	0 %	0.00
14			0	0	0 %	0.00
TOTAL EU/AC Participant		7	4	20	80 %	41,800.00
TOTAL Third Country Participant		7	1	2	20 %	0.00
TOTAL		14	5	22	100 %	41,800.00

A3.3:

Indicative Seconded Fellow-months from Partners to Beneficiaries

Project Number ¹		Project Acronym ²												
One Form per Project														
SECONDMENTS (fellow months)		FROM										TOTAL		
		BENEFICIARIES							PARTNERS			f-m	% TOTAL	
TO	BENEFICIARIES													
		0	0	0	0	0	0	0	0	0	0	0	0	0%
		0	0	0	0	0	0	0	0	0	0	0	0	0%
		0	0	0	0	0	0	0	0	0	0	0	0	0%
		0	0	0	0	0	0	0	0	0	0	0	0	0%
		0	0	0	0	0	0	0	0	0	0	0	0	0%
		0	0	0	0	0	0	0	2	0	0	2	9%	
		0	0	0	0	0	0	0	2	0	0	2	9%	
	PARTNERS	0	8	0	0	0	0	0					8	36%
		0	0	0	0	0	0	0					0	0%
		0	0	0	0	0	0	0					0	0%
		0	0	0	0	0	0	0					0	0%
		11	0	0	0	0	0	0					11	50%
		1	0	0	0	0	0	0					1	5%

FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/execution/ftiers_fr.htm

ACCOUNT NAME	
ACCOUNT NAME ⁽¹⁾	N/A
ADDRESS	N/A
TOWN/CITY	
COUNTRY	
	POSTCODE

CONTACT ⁽¹⁾	
TELEPHONE	
E - MAIL	
	FAX

BANK	
BANK NAME	N/A
BRANCH ADDRESS	N/A
TOWN/CITY	
COUNTRY	
	POSTCODE
ACCOUNT NUMBER	
IBAN ⁽²⁾	

REMARKS:

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE
(Both Obligatory)⁽³⁾

DATE + SIGNATURE ACCOUNT HOLDER : (Obligatory)

⁽¹⁾ The name or title under which the account has been opened and not the name of the authorized agent

⁽²⁾ If the IBAN Code (International Bank account number) is applied in the country where your bank is situated

⁽³⁾ It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.

A5: Reporting Periods

Project Number ¹		Project acronym ²	
-----------------------------	--	------------------------------	--

One Form per Project

Reporting period	From month	To month	Total estimated eligible cost	Total requested EU contribution
			0.00	0.00

SPECIMEN

Explanatory note

1. Project number

The project number has been assigned by the Commission as the unique identifier for your project. It cannot be changed. The project number **should appear on each page of the grant agreement preparation documents (part A and part B)** to prevent errors during its handling.

2. Project acronym

Use the project acronym as given in the submitted proposal. It cannot be changed unless agreed so during the negotiations. The same acronym **should appear on each page of the grant agreement preparation documents (part A and part B)** to prevent errors during its handling.

3. Project title

Use the title (no longer than 200 characters) as given in the submitted proposal. Minor corrections are possible if agreed during the negotiations. The title should be understandable to the non-specialist.

4. Starting date

In case a specific starting date is requested, insert this starting date of the project. The coordinator should present during the negotiations a written justification for the requested starting date. This starting date must be after the submission of the proposal and normally two months after the end of the negotiations.

5. Duration

Insert the estimated duration of the project in full months. Deviations from the duration in the original proposal must be justified in part B.

6. Call (part) identifier

The Call (part) identifier is the reference number given in the call or part of the call you were addressing, as indicated in the publication of the call in the Official Journal of the European Union. You have to use the identifier given by the Commission in the letter opening the negotiation.

7. Activity code(s) most relevant to your topic

Use as the first activity code the one set out in the letter opening the negotiation followed by the code(s) given in your proposal – if any. Changes are possible in case of material errors (for the list see <http://www.cordis.lu/fp6/activitycodes>).

8. Free keywords

Use the free keywords from your original proposal; changes and additions are possible. (maximum 100 characters including spaces, commas etc.).

9. Abstract

Use the abstract from your original proposal and amend to take account of the following: you should not use more than 2,000 characters, the abstract should, at a glance, provide the reader with a clear understanding of the objectives of the project and how the objectives will be achieved, and their relevance in the context of the objectives of the specific programme and the work programme. This summary will be used as the short description of the project for the public following signature of the grant agreement and in communications to the programme management committees and other interested parties. It must therefore be short and precise and should not contain confidential information. Please use plain typed text, avoiding formulae and other special characters. If the project is written in a language other than English, please include an English version of the abstract in part B.

10. Participant number

The number allocated by the Consortium to the participant for this project. The coordinator of a project is always number one.

11. Participant short name

The short name chosen by the participant. This should normally not be more than 20 characters and the same short name should be used for the participant in all documents relating to the project.

12. Participant identity code

To be completed when Unique Registration Facility will be operational.

13. Participant legal name

Official name of participant organisation. If applicable, name under which the participant is registered in the official trade registers.

14. Status of validation (During negotiation also refer to status S1 to S7 on the NEF forms under Participants)

If the status of validation of the participant is VALIDATED, this means the data provided in A2.1 has been validated by the Commission and this validated information is given in the A2.1 form.

If the information that is provided is VALIDATED but is incorrect you should provide to the Commission an identification fiche and recent (not older than 6 months) supporting legal documents (see http://ec.europa.eu/budget/execution/legal_entities_en.htm).

If the information that is provided is VALIDATED but refers to another legal entity and has no relation to your organisation you should contact the Project Officer assigned to your project.

If the status of validation is NOT VALIDATED, you should provide the Commission an identification fiche and recent (not older than 6 months) supporting legal documents (see http://ec.europa.eu/budget/execution/legal_entities_en.htm).

15. Address data

Only the fields forming the complete postal address need to be completed.

16. Country

The name of the country as commonly used.

17. Legal registration number, place and date of registration

If applicable, the organisation's legal national registration number.

18. VAT number

If applicable, the organisation's Value Added Tax (VAT) number from the VAT register.

19. Legal form

Indicate whether the organisation is Ltd, PLC, SA, GmbH...

20. Contact person for legal information

The contact point of the organisation with respect to legal information on the organisation. This person can be contacted by the Commission's Legal Validation Team to provide legal documentation and maintain up-to-date legal information on the organisation.

21. Phone and fax numbers

Please insert the full numbers including country and city/area code. Example +32-2-2991111.

22. Main categories of applicants/beneficiaries and their key rights and obligations

See table before endnotes

23. Natural person

Natural person refers to a physical person. The place of establishment refers in this case to the habitual residence of the person.

24. Public body

Public body means any legal entity established as such by national law and international organisations.

25. Non profit public body

Non profit organisation is an organisation considered as such by national law or international law. Public body – see above.

26. Profit public body

A public body that is not considered non profit - see above.

27. International organisation of European interest

An international organisation, the majority of whose members are Member States or Associated Countries and whose principal objective is to promote scientific and technological cooperation in Europe.

28. International organisation – other

International organisation means an intergovernmental organisation other than the Community which has legal personality under international public law, as well as any specialised agency set up by such an international organisation.

29. Secondary and higher education establishment

Organisations that deliver diplomas recognised by a country (typically universities).

30. Research organisation

Research organisation means a legal entity established as a non-profit organisation that carries out research or technological development as one of its main objectives.

31. Enterprise

Any entity engaged in an economic activity, irrespective of its legal form.

32. SME

SME means micro, small and medium sized enterprise within the meaning of Recommendation 2003/361/EC in the version of 6 May 2003 (see http://ec.europa.eu/enterprise/enterprise_policy/sme_definition/index_en.htm).

An enterprise is considered as an SME, taking into account its partner enterprises and/or linked enterprises (please see the above mentioned recommendation for an explanation of these notions and their impact on the definition), if it:

- employs fewer than 250 persons
- has an annual turnover not exceeding EUR 50 million, and/or
- an annual balance sheet total not exceeding EUR 43 million
- is autonomous

The headcount corresponds to the number of annual work units (AWU), i.e. the number of persons who worked full-time within the enterprise in question or on its behalf during the entire reference year under consideration. The work of persons who have not worked the full year, the work of those who have worked part-time, regardless of duration, and the work of seasonal workers are counted as fractions of AWU. The staff consists of:

- employees;
- persons working for the enterprise being subordinated to it and deemed to be employees under national law;
- owner-managers;
- is autonomous

partners engaging in a regular activity in the enterprise and benefiting from financial advantages from the enterprise.

ATTENTION: Apprentices or students engaged in vocational training with an apprenticeship or vocational training contract can not be included as staff. The duration of maternity or parental leaves is also not counted.

The data to apply to the financial amounts (e.g. turnover and balance sheet), as well as to the headcount of staff, are those relating to the latest approved accounting period and calculated on an annual basis. They are taken into account from the date of closure of the accounts. The amount selected for the turnover is calculated excluding value added tax (VAT) and other indirect taxes.

In the case of newly-established enterprises whose accounts have not yet been approved, the data to apply is to be derived from a bona fide estimate made in the course of the financial year. These organisations must insert "N/A" for the two questions relating to the duration and the closing date of their last approved accounting period.

33. Non-SME

An enterprise that is not an SME.

34. Title

Please choose one of the following: Prof., Dr., Mr., Ms.

35. Gender

This information is required for statistical purposes. Please indicate with an F for female or an M for male as appropriate.

36. Position

Please indicate the position in your organisation e.g. Rector, President, Chief Executive Officer, Director etc.

37. Department/faculty/institute/laboratory name/...

Please indicate here the postal address for contact purposes.

38. Signature

The A2.5-form needs to be signed by at least one of the authorised representatives indicated in the A2.3-form.

39. Security Aspect Letter

NOT APPLICABLE FOR MARIE CURIE ACTIONS

See Appendix 4 of the Negotiation Guidance Notes.

40. Funding % for RTD/Innovation activities

For research and technological development activities, the Community financial contribution may reach a maximum of 50% of the total eligible costs.

However, for beneficiaries that are non-profit public bodies, secondary and higher education establishments, research organisations and SMEs, the rate may reach a maximum of 75% of the total eligible costs. If these beneficiaries change their status during the life of the project, this reimbursement rate shall be applicable up to the moment they lose their status.

41. Indirect costs

Indirect costs are all those eligible costs which cannot be identified by the beneficiary as being directly attributed to the project, but which can be identified and justified by its accounting system as being incurred in direct relationship with the eligible direct costs attributed to the project. They may not include any eligible costs.

42. Actual indirect costs

Beneficiaries who have an analytical accounting system to identify their indirect costs are allowed to claim actual indirect costs.

43. Simplified method

If it is in accordance with its usual accounting and management principles and practices, a beneficiary is allowed to use a simplified method of calculation of its full indirect eligible cost at the level of its legal entity. Use of such a method is only acceptable where the lack of analytical accounting or the legal requirement to use a form of cash-based accounting prevents detailed cost allocation. The simplified approach must be based on actual costs derived from the financial accounts of the period in question.

44. Standard flat rate

A beneficiary may opt for a flat rate of 20% of its total eligible costs excluding the costs for subcontracting and the costs of reimbursement of resources made available by third parties that are not used on the premises of the beneficiary

45. Special transitional flat rate

Non-profit public bodies, secondary and higher education establishments, and research organisations and SMEs, which are – due to the lack of analytical accounting – unable to identify with certainty their real indirect costs for the project, when participating in funding schemes which include research and technological development and demonstration activities, as referred to in the table of Article II.16 of the grant agreement, may opt for a flat-rate of 60% of the total direct eligible costs excluding costs for subcontracting and the costs of reimbursement of resources made available by third parties which are not used on the premises of the beneficiary. If these beneficiaries change their status during the life of the project, this flat rate shall be applicable up to the moment they lose their status.

46. ICPC

If you are participating from an International Cooperation Partner Country (ICPC), you can opt for lump sum funding instead of reimbursement of eligible costs.

47. Funding % for Coordination/Support activities

The Community financial contribution may reach a maximum of 100% of the total eligible costs.

48. Maximum reimbursement of indirect costs

In the case of coordination and support actions, reimbursement of indirect eligible costs for every beneficiary may reach a maximum of 7% of the direct eligible costs, excluding the direct eligible costs for subcontracting and the costs of reimbursement of resources made available by third parties which are not used on the premises of the beneficiary.

49. Funding % for RTD

For research and technological development activities, the Community financial contribution may reach a maximum of 50% of the total eligible costs.

However, for beneficiaries that are non-profit public bodies, secondary and higher education establishments, research organisations and SMEs, the rate may reach a maximum of 75% of the total eligible costs. If these beneficiaries change their status during the life of the project, this reimbursement rate shall be applicable up to the moment they lose their status.

50. Account name

The name or title under which the account has been opened and not the name of the authorised agent.

51. IBAN

If the IBAN code (International Bank Account Number) is applied in the country where your bank is situated.

52. Bank stamp + signature bank representative

The bank stamp and signature of its representative are not required if this form is accompanied by a copy of a bank statement.

100. Entities composed of one or more legal entities

European Economic Interest Group / Joint Research Unit (Unité mixte de recherche) / Enterprise groupings.