DG COMMUNICATIONS NETWORKS, CONTENT & TECHNOLOGY

ICT Policy Support Programme
Competitiveness and Innovation Framework Programme

Negotiation Guidance Notes

Instrument: Thematic Network

Version 1.3 (6-07-2010)

This document can be downloaded via
http://ec.europa.eu/information_society/activities/ict_psp/calls/grant_agreement/index_en.htm

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 Commission nor any person acting on its behalf can be held responsible for the use made of these guidance notes.

CONTENTS

1. INTRODUCTION

These guidance notes are provided for applicants of **Thematic Networks** who have been invited for project negotiation following the evaluation of proposals for the ICT Policy Support Programme under the Competitiveness and Innovation Framework Programme of the European Community[1].

The document outlines the information and procedures in the negotiation process for Thematic Networks.

Thematic Networks are usually funded through lumps sums and scale of unit costs.

> When explicitly specified in the Workprogramme (i.e. objective 2.1 and 3.2b of 2010/call4) Thematic Networks can also be funded on the basis of actual cost. Differences compared to negotiation of lump sum thematic networks are mentioned in the respective sections of this document.

2. OVERVIEW

Invitation to negotiations

Following the positive evaluation of a proposal and the Commission's definition of a maximum Community financial contribution for the work, the proposal coordinator is invited by email to commence negotiations with the Commission for a Grant Agreement.

This invitation to negotiations provides details on any aspects to be reviewed during negotiation and specifies the deadline by which negotiations must be completed. Attached is the negotiation mandate (see Appendix 1). Furthermore the invitation also explains how to access the Legal & Financial Validation report ('LFV lite') for the Consortium.

The negotiation mandate
The negotiation mandate will indicate requests for clarification and changes to the proposed project that will need to be addressed during negotiations together with the maximum Community contribution available for the project and the suggested duration of the project. The name and contact details of the Commission Project Officer will also be indicated here. The Commission Project Officer may request one or more negotiation meetings to be held (normally in Brussels). If any meetings are scheduled, then the negotiation mandate indicates their time schedule and location.

[1] Decision No 1639/2006/EC) of the European Parliament and of the Council of 24 October 2006 establishing a Competitiveness and Innovation Framework Programme (CIP) for the period 2007-2013 (OJ L310, 9.11.2006, p. 15).

The 'LFV lite' report
Verification by the Commission of legal status and existence of beneficiaries is one of the prerequisites for signing a Grant Agreement. Moreover, for the coordinator and any of the beneficiaries requesting more than EUR 25,000 EU contribution per year the financial viability has to be checked. However, certain organisations will not be subject to a financial viability check. More information on this issue can be found in the "Guide for Legal and Financial Viability checking".

The 'LFV lite' report indicates, which project participants need to provide legal and/or financial data and how these documents should be provided

Other relevant documents
Other relevant documents can be found on the ICT PSP website[2], such as:

- The Model Grant Agreement and its annexes
- The 'Guide to Financial Issues relating to ICT PSP Grant Agreements'
- The 'Guide for legal and financial viability checking'
- The 'Consortium agreement checklist'

The Model Grant Agreement
Before beginning negotiation, applicants are invited to carefully read the Model Grant Agreement and its Annexes, which establish the legal framework for the project's funding and administration.
The Guide to Financial Issues relating to ICT PSP Grant Agreements
Before beginning negotiation, applicants are also invited to carefully read the Guide to Financial Issues relating to ICT PSP Grant Agreements, whose purpose is to help you to understand the financial provisions of the Grant Agreement.

What documents are needed during negotiations?

At the beginning of negotiations, applicants are invited to submit the following documents:
- Legal documents (when applicable, i.e. for unique registration)
- Financial documents (when applicable)
- Grant Agreement Preparation Forms
- Annex I (Description of Work) to the Grant Agreement

The LFV lite report, which is sent to the Consortium together with the invitation to negotiate, indicates for each organisation whether it has to register and/or validate their legal status and whether it needs to provide financial documents.

2 Refer to http://ec.europa.eu/information_society/activities/ict_psp/calls/grant_agreement/index_en.htm

The Registration Facility in the Participant Portal

One of the prerequisites for signing a Grant Agreement in the ICT PSP programme is validation by the Commission of the beneficiaries' existence as legal entities with a certain legal status[3]. Once an entity has been properly validated it can participate in subsequent grants without repeated validation. Each validated entity receives a unique identifier (the PIC –Participant Identification Code), to be used for identifying the participant in proposals and negotiations.

For the purpose of registration and validation of legal status, the Commission Services provide an online self-registration tool through the Participant Portal. The validation process is supported by the Central Validation Team (CVT), which validates the legal existence and status on the basis of supporting documents. It is advisable for beneficiaries to keep electronic copies of all provided documents for reference purposes.

The validation process is triggered by self-registration of the organisation in the "My Organisations" tab at the Participant Portal:
(http://ec.europa.eu/research/participants/portal/appmanager/participants/portal)

Before performing a self-registration, participants should check in the provided search tool if their organisation is already registered. If this is the case, the existing Participant Identification Code (PIC) should be used.

Each legal entity appoints one person (the so-called LEAR – Legal Entity Appointed Representative) for managing the legal entity data stored in the central database. The LEAR will receive online access through the Participant Portal, for reading the data stored for the entity and for initiating change requests, if necessary.

Financial documents

Coordinators and other beneficiaries (only private organisations) requesting more than EUR 25,000 EU contribution per year have to provide financial documents (essentially balance sheet and profit/loss account of the last financial year) for the purpose of financial viability checking. Details are indicated in the LFV lite report.

All financial information must be submitted to the Commission Project Officer by the Consortium partners through the Project Coordinator. This is critical information which should be provided as quickly as possible. Detailed information on this issue can be found in the "Guide for Legal and Financial Viability checking".

Grant Agreement Preparation Forms (GPFs)

The GPFs are standard on-line forms which collect the information that the Commission needs in order to prepare the Grant Agreement and gather programme-wide statistical information. These forms are compatible to a great extent with the forms used in the proposal submission, so that much of the proposal information may be directly transferred into the GPFs.

[3] Entities which do not have legal personality under the applicable national law may participate, provided that their representatives have the capacity to undertake legal obligations on their behalf and assume financial liability

Annex I to the Grant Agreement (Description of Work)

Annex I contains the Description of Work (DOW), which is an updated version of part B of the proposal, taking account of the comments made by the Commission in the email inviting for negotiation, in the negotiation mandate and the Evaluation Summary Report, including ethical issues, if any[4], and in the negotiation process (e.g. the negotiation meeting).

The Description of Work is the reference document for the work and the effort to be executed by the Consortium in carrying out the project. It forms part of the Grant Agreement, and must facilitate the implementation and meaningful monitoring of the project for both the Consortium and the Commission. The concrete goals and expected results must be clearly described (in a measurable way).

The first drafts of Annex I and of the GPFs are submitted to the Commission Project Officer within the deadline indicated in the email of invitation to negotiations. Upon receipt, the Commission Project Officer will indicate changes or improvements which are required to which the Consortium responds in an iterative process until agreement is reached. The entire process, including the verification of legal and financial information, should be concluded before the deadline for completion of negotiations.

Who is who in the negotiation process

Coordinator	The coordinator leads and represents the applicants in the negotiations with the Commission. Only one of the applicants can be coordinator. That legal entity will identify one of its staff 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 and the Commission. If meetings are planned, he/she attends all meetings. Once the Grant Agreement enters into force, the coordinator has a legal obligation to act as the interface between the Commission services and the other beneficiaries 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 Commission. The coordinator will also be responsible for submitting the project's financial statements, will receive all payments from the Commission and will distribute them appropriately among the Consortium. The choice of the coordinator must 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(1) of the Grant Agreement.
Beneficiaries	Beneficiaries are the organisations **specified in the Grant Agreement** who will accede to the Grant Agreement at signature stage.
Project Officer	A Project Officer (PO) represents the Commission in the negotiations and prepares the draft Grant Agreement. The PO must ensure that: • The contractual documents are in line with the legal and financial regulations of the ICT PSP; • The recommendations of the Evaluators and the Commission (including those on ethical issues, if any) have been met and the Description of Work

[4] See Appendix 2 for more information on ethical issues in ICT PSP

	is sound and in line with the ICT PSP; • There are no changes in the content of the project which make it radically different from the evaluated proposal, e.g. unjustified changes of objectives, cost categories, manpower etc.; • There is no change in the Consortium organisation which changes the nature of the original proposal[5].

Negotiation meetings

Depending on the comments and change requests in the negotiation mandate[6] and on size and nature of the project, meetings between the Consortium and the Commission may, or may not, be required. This will be decided by the Commission Project Officer in charge of the project negotiation and will be communicated to the Consortium in the email of invitation to negotiations.

The coordinator normally attends all meetings, accompanied by a number of the participants, as appropriate and as required by the PO. The Commission may be assisted by (an) external expert(s). This may be one or more of the experts who assisted the Commission in the evaluation of the proposal. Representatives of beneficiaries must be directly employed by the organisation they represent.

The cost of travel and subsistence of the Consortium members (including the coordinator) to negotiation meetings is not reimbursed.

Support during negotiations

The email of invitation to negotiations specifies the name and contact details of Commission Project Officer in charge of the negotiations. This person will assist the Consortium with specific questions on the technical, legal and financial issues.

The intellectual property helpdesk

The IPR-Helpdesk is available to assist potential and current beneficiaries taking part in Community funded projects on intellectual property rights (IPR) issues. It operates a free helpline offering a first line assistance on IPR related issues of general nature. The helpline is run in English, French, Italian, German, Spanish and Polish. It can be contacted at: http://www.ipr-helpdesk.org/

Telephone +34 96 590 97 18
Telefax +34 96 590 97 15
E-mail ipr-helpdesk@ua.es

[5] Although some swap of responsibility and/or partner change may be required.
[6] for layout see Appendix 1 to this document

3. THE WHY, WHAT AND HOW OF NEGOTIATIONS

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 collect/assess the legal and financial information needed to establish the Grant Agreement.

The project negotiation process comprises two main aspects:
(i) Technical negotiations
(ii) Financial and legal negotiations.

Technical negotiations

The aim of the technical negotiations is to agree on the final content of Annex I (Description of Work) to the Grant Agreement.

During this part of the negotiation process:

- The proposal may need to be adapted to meet the recommendations of the evaluation, as described in the negotiation mandate and the Evaluation Summary report. Recommendations on any possible ethical issues to be addressed may be included in the negotiation mandate or can be sent by the Commission under separate cover at a later stage during the negotiation.
- The Commission will verify that the project objectives are 'SMART' (Specific, Measurable, Achievable, Realistic, Timely)
- The full work plan of the project will need to be defined in sufficient detail.
- The work to be carried out by each of the beneficiaries and any known future expansion of the Consortium will need to be defined in sufficient detail.
- Agreement will need to be reached on the list of deliverables and their content, timing and dissemination level.
- Agreement will need to be reached on the project milestones and their assessment criteria.
- An indicative time schedule needs to be established for the project reviews which should in general be synchronised with the reporting periods.

Financial and legal negotiations

Given that in Thematic Networks the coordinator and the other beneficiaries are usually financed through flat-rates (based on scale-of-unit costs) and lump sums, financial negotiations focus mainly on reaching agreement on issues such as duration of the project or the Consortium size. They will also cover the establishment of the amount of the initial pre-financing, timing of reporting periods and reviews.

> In case of Thematic Networks funded on the basis of actual cost, the financial negotiations focus mainly on reaching agreement on budgetary matters such as the budget for the full duration of the project, including the total eligible cost, as well as

issues related to e.g. subcontracting. They will also cover the establishment of the amount of the initial pre-financing, timing of reporting periods and reviews.

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

During this part of the negotiation process:

- The maximum EU financial contribution will be determined. The amount of Community funding proposed at the beginning of the negotiations is the maximum Community contribution and cannot be exceeded. Negotiations may, however, result in a lower Community contribution to the project, e.g. in case the time is shortened or the number of participants reduced.
- A table of the indicative breakdown of the budget and the Community financial contribution will be established.
- The amount of pre-financing is established.
- The start date and the duration of the project are agreed upon.
- The Commission will verify the management capacity of the coordinator.
- The need for the inclusion in the Grant Agreement of any special conditions will be established.
- The timing of the reporting periods will be established.
- The legal status of each applicant will be reviewed.
- The financial viability of the coordinator will be assessed (unless the organisation is exempted from financial viability), and protective measures in cases of weak financial assessment will be taken.

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

For more details on the above points please refer to the 'Guide to Financial Issue's and the 'Guide for legal and financial viability checking' available at the ICT PSP website.

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 should be in the position to prepare and send a final version of the relevant documents to the Commission Project Officer. Where paper copies are requested, as the case is for the GPFs, these should be unbound, on white paper, with original signatures.

When all the necessary legal and financial information required has been received and validated by the Commission, a Grant Agreement is drafted and sent to the coordinator for signature. A negotiation checklist is provided in Appendix 4 in order to assist applicants in the negotiation process.

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 Commission. The Commission will sign these after all its 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. All beneficiaries must sign a Form A 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 coordinator has signed all the A forms he/she sends one original of the Form A to each respective beneficiary and one original to the Commission, keeping one for its records.

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

- 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 Commission; either by reallocating the work of the missing beneficiary among them or by the accession to the Grant Agreement of a new beneficiary. The Commission may terminate the Grant Agreement if it considers that the solution proposed by the Consortium is not acceptable, in particular if 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).

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. Where the Consortium requires a specific fixed 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 submitted in writing to the Project Officer prior to the finalisation of Annex I to the Grant Agreement and of the GPFs. The Commission may refuse this request if no sufficient and acceptable justification is provided.

Where the start date of the project precedes the entry into force of the Grant Agreement, beneficiaries take the risk that the Grant Agreement might not be signed. If the agreement were not signed, beneficiaries will not receive any financing. Any costs incurred related to the negotiations cannot be reimbursed

Pre-financing

Once the Grant Agreement is in force, the Commission can 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.

As an indication, for projects with more than two reporting periods, the pre-financing amount could be up to 160% of the average Community contribution per project period (project periods are defined in the Grant Agreement). Interim and/or final payments are based on the results of the technical audits and reviews performed by the Commission during and at the end of the project[7]. More information is provided in the Guide to Financial Issues relating to ICT PSP Grant Agreements.

Frequently Asked negotiation Questions (FAQs)

A 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 (see http://ec.europa.eu/information_society/activities/ict_psp/faq/index_en.htm).

A list of commonly-occurring issues which may arise during the negotiations is described below.

Project preparation/negotiation costs: The Commission does not fund costs related to proposal preparation or to conducting negotiations. This means also that the Commission will not reimburse the cost of travel and subsistence of the Consortium members to negotiation meetings.

Bank account: The coordinator should establish an interest-yielding bank account in EUR to allow that the Community financial contribution and related interest can be identified.

Withdrawing applicants: If one or more of the organisations that participated in the proposal wish to withdraw while the project is under negotiation, the Commission will judge, in the light of the evaluators' reports, whether the withdrawing participant was essential to the success of 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 Commission may terminate the Grant Agreement negotiations, unless the other beneficiaries of the Consortium propose, and the Commission accepts, an alternative solution.

Conflicts within the Consortium: Any potential conflict between two or more applicants within the Consortium needs to be resolved internally. If an agreement cannot be arrived at, the Commission may decide to intervene and consider the termination of negotiations.

[7] See section 6 for further details

Legal establishment prerequisite for Grant Agreement: The Commission can only negotiate with, and offer Grant Agreements to, existing entities[8], and the legal existence of a participant must pre-date the Grant Agreement signature or accession to the Grant Agreement. This implies that applicants should be legally established by the time of the signature of the Grant Agreement.

Changes in Consortium/work plan: During the negotiation a Consortium may find it necessary to propose changes in the work plan or the Consortium 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 Commission will 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 Commission will refuse the changes, or, ultimately, terminate negotiations.

Change of coordinator: The applicants have to identify from within the Consortium the organisation (and the person from that organisation) that will act as their coordinator and propose this to the Commission. Most often this will be the organisation and the person who coordinated the proposal writing and submission, but another applicant may take on the role if the Consortium members so agree. In any case, the Commission needs to agree to any coordinator chosen by the Consortium; in case the Commission has reasons to question the requested management and coordination capabilities or the financial stability of the chosen organisation, the Commission may request the Consortium to choose a different coordinator from within the Consortium.

Reduction of the Consortium size and duration of the project: The evaluation result of the proposal is based on the Consortium size and duration of the project, and the level of funding is essentially linked to those. If during the negotiations the Consortium changes these variables, the Commission funding offer may change but will not be increased.

Pre-financing: The Commission will make a pre-financing payment within 45 days following the date of entry into force of the Grant Agreement, except where a special condition provides otherwise.

Amendments: After the grant agreement has been signed, the Commission (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 Commission. Amendments at the request of the Consortium must be made in writing by the coordinator on behalf of the Consortium and be signed by an authorised representative of the coordinating organisation.

Some important points to remember

- An invitation to start negotiation does not, under any circumstance, guarantee the funding of a project or the offer of a Grant Agreement.

[8] Entities which do not have legal personality under the applicable national law may participate, provided that their representatives have the capacity to undertake legal obligations on their behalf and assume financial liability

- The funding of the proposal may depend on the Consortium's acceptance of changes requested by the Commission services in the Negotiation Mandate or during the negotiation process.
- The maximum amount of funding for a project is fixed in the Negotiation Mandate.
- Funding is conditional upon compliance with the Model Grant Agreement.
- In some cases the Commission may not be able to enter into a Grant Agreement with certain legal entities because of financial insecurity, or other limitations imposed by the Community Financial Regulation or for reasons of irregularity or violation of fundamental ethical principles. In such cases, the Consortium may be offered the possibility to start the project either with a reduced number of participants or to replace an ineligible participant.
- If the Commission cannot obtain reasonable assurance that the project participants have the necessary financial and operational resources to carry out the proposed work, it is possible that the negotiations are terminated or that a change in the Consortium is requested.
- The Commission aims at shortening the time to Grant Agreement (i.e. the time between deadline of the call for proposals and the signature of the Grant Agreement). As a result, the email of invitation to a negotiation specifies a time limit for negotiations. If negotiations are not completed within the given time limit, the Commission may terminate negotiations.

4. GRANT AGREEMENT PREPARATION FORMS (GPFs)

Why GPFs?

The Grant Agreement Preparation Forms have been designed to facilitate the project negotiations and the production of the Grant Agreement. Essentially the forms are used to identify the beneficiaries that will sign the Grant Agreement and to determine the Community 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 following Chapter). The budget forms and the project summary form are included as part of Annex I to the Grant Agreement.

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

Completing the GPFs

The GPFs are made available on-line and are supplied with a full set of explanatory notes.
The GPFs must be filled in by the coordinator and all the beneficiaries through an online tool (**NEF** - NEgotiation Forms) that is used during the whole negotiation process by the Consortium and the Project Officer. The forms should be completed by **all** beneficiaries (including those not requesting any funding, if any). The GPFs have sections for each individual beneficiary, and also a section to be completed by the coordinator for the project as a whole. The forms include a standard declaration to be signed by each participating organisation once the final version of the GPFs has been agreed.

At the start of Negotiations the Coordinator will receive an email, explaining how the consortium gets access to NEF. The use of NEF for completing the GPFs is mandatory. It allows the coordinator to establish a complete set of GPFs in an online space accessible to all beneficiaries of the project and the Commission services. More details on the use and functionalities of NEF can be found in the "NEF User's guide for coordinators and participants"[9]

When and where to send the GPFs?

A first draft of the GPFs must be completed using the NEF online tool before the first negotiation round or meeting. Once the final version of the GPFs has been agreed, the coordinator submits a printed version of the final GPFs to the Project Officer in one unbound copy on white paper with original signatures. Any required supporting documentation should be provided in one copy, if not requested differently by the Project Officer.

[9] refer to http://ec.europa.eu/research/negotiation/nef-ug-co_en.pdf

5. THE DESCRIPTION OF WORK – ANNEX I TO THE GRANT AGREEMENT

Annex I to the Grant Agreement consists of three parts: Part A (summary and budget breakdown), Workplan Tables and Part B (Description of Work).

Part A of Annex I to the Grant Agreement is comprised of the list of participants, the budget breakdown and project summary forms.

The Workplan Tables consist of relevant tables, tabular descriptions, and lists of the project workplan

Part B of Annex I to the Grant Agreement is based on information from Part B of the proposal. However, during the negotiation stage several sections of the original proposal need to be updated and the Consortium may be requested to shorten certain sections of the proposal and elaborate on others. Any comments received in the negotiation mandate or during the negotiation phase must be also incorporated in Annex I to the Grant Agreement. All pages must be numbered and each page should be headed with the project acronym, proposal number and actual drafting date.

Annotated Structure of Annex I to the Grant Agreement – Thematic Networks

The following sections provide an annotated structure of Annex I to the Grant Agreement (Description of Work) for **Thematic Networks**.

The below template setting out the layout, structure and section numbering must be used when drafting Annex I to the Grant Agreement for Thematic Networks.

Annex I: Description of Work

Cover Page

Contents Page

PART A

A.1 Project summary
A.2 List of beneficiaries
A.3 Overall budget breakdown for the project

Workplan Tables – Workplan tables, tabular descriptions, lists relating to B.3.2

- *WT1 Work package list*
- *WT2 Deliverables list*
- *WT3 Work Package Descriptions*
- *WT4 List of Milestones*
- *WT5 List of tentative Reviews*
- *WT6 Summary effort table*

PART B

Table of Contents of part B

Project Profile

B1. Project description and objectives
B.1.1 Project objectives
B.1.2 EU and national dimension

B2. Impact
B.2.1 Expected impact and outcomes
B.2.2 Long term viability
B.2.3 Availability of common results, consensus building, openness, sustainability

B3. Implementation
B.3.1. Consortium and key personnel
B.3.2.a. Chosen approach
B.3.2.b. Work plan
B.3.3. Project management
B.3.4. Dissemination / Use of results
B.3.5. Resources to be committed

PART A of Annex I – Project Summary and budget breakdown

Part A of Annex I is comprised of the following sections, which are generated automatically by the NEF online tool from the information provided in the GPFs:

A1. Project summary form (copy of A1 form of the GPFs)
A2. List of beneficiaries
A3. Budget breakdown form (copy of A3.1 form of the GPFs)

Workplan Tables

The Workplan Tables are generated online using NEF and consist of relevant tables, tabular descriptions, and lists of the project workplan. See Appendix 5 for details.

PART B of Annex I

Part B of Annex I to the Grant Agreement is based on Part B of the proposal.

Table of Contents
The table of contents for Part B should include page numbering and follow the structure defined below.

Project Profile

This section should be based on the Project Profile of the original proposal. **Maximum 2 pages**.

Updated version of the Project Profile of proposal part B, including - where necessary – changes based on comments made in the negotiation mandate, or any other changes agreed during negotiations.

B1. PROJECT DESCRIPTION AND OBJECTIVES

B1.1. Project objectives

This section should be based on Part B section B1.1 of the original proposal.

This section should include:

- A brief description of the general background of the project and its relevance for the ICT PSP Work Programme and theme identifier selected.

- A description of the main objectives of the Thematic Network.

- A description of the specific issues that are going to be addressed by the Thematic Network (e.g. main barriers for ICT uptake, legal / organisational / technical / political issues, new and unexploited opportunities, etc)

B1.2. EU and national dimension

This section should summarise in **Maximum 1 page** section B1.2 of Part B of the original proposal.

This section should explain how the Thematic Network is aligned with and provides synergy with related EU and national policies, strategies and activities. Give examples of references to national or European strategies relevant for the work of the Thematic Network and the partners involved. Indicate how the activities of the Thematic Network will reinforce existing national and EU initiatives and describe the benefits of the proposed project compared to existing activities.

B2. IMPACT

B2.1. Expected impact and outcomes

This section should be based on Part B section B2.1 of the original proposal.

Describe what are the outcomes expected from the work and activities of the Network and how these outcomes will contribute to the ICT PSP Work Programme objectives and theme identifier selected. The outcomes must be realistic and clearly linked with the activities, tasks and deliverables of the Thematic Network.

Indicate the policy implementation schemes intended to be developed and whether the outcomes of the Thematic Network will be oriented towards:

- building an EU wide solution or approach to the theme selected for the Network, or
- ensuring the widest future replication and co-deployment of innovative solutions, or
- providing guidance for ICT-enabled solutions and their roll-out in the theme selected, or
- a combination of the above or
- others

Describe the expected impact and the approach to achieving the related specific objective of the ICT PSP Work Programme. Mention the steps that will be needed to bring about these impacts. Mention any assumptions and external factors that may determine whether the impacts will be achieved, including the main barriers and foreseeable risk factors.

Identify a set of indicators against which progress will be measured throughout the duration of the Network. This may include a targeted number of relevant best practices; a set of indicators against which best practices will be defined; indicators against which the uptake of solutions and their impact can be appraised; a number of awareness campaigns or events, qualifying and quantifying the audience and reach of these activities, etc. This list of possible indicators is non-exhaustive, and the applicants should define indicators that must correspond and be suitable to the concrete expected results. The indicators must be realistic and clearly linked with the activities, tasks and deliverables of the Thematic Network.

The evaluation of the impact through the indicators proposed should be reported to the Commission in the regular progress reporting.

B2.2. Long term viability

This section should be based on Part B section B2.2 of the original proposal

Describe how the consortium intends to reach viability, sustainability and scalability after the end of the project and the Community funding, including take-up beyond the partners.

B2.3. Availability of common results, consensus building, openness, sustainability

This section should be based on Part B section B2.3 of the original proposal

Describe the measures you propose for the dissemination and use of network outcomes, the steps to ensure free availability of common results, and the openness of the network towards relevant organisations which are not part of the network.

In addition this section should provide information on how the targeted stakeholders will be reached, also beyond the network participants. It should also describe the ways that target users for the network results will be involved in the work of the network.

Demonstrate the capability of the Thematic Network to build support across the EU in view of EU wide consensus.

Explain how the consortium intends to ensure the sustainability of the network after the end of the project and the Community funding.

B3. IMPLEMENTATION

B 3.1. Consortium and key personnel

This section should be based on Part B section B3.1 of the original proposal. However, except for the coordinator, the description of the key personnel should be limited to one person per organisation participating in the consortium, Further, the precise role of the partners during the project in terms of activities to be carried out and the relevance of their participation in the Thematic Network need to be extended and substantiated in detail.

Describe each consortium participant briefly (not longer than 10 lines), highlight their specific expertise for and their role in the project and indicate the key personnel (brief CV, not longer than 5 lines, one person per organisation except for the coordinator) foreseen to work on the project. Clearly indicate for the coordinator, and all of the other network participants the role of each in the proposed project.

Describe the groups of stakeholders that will be represented in the network and the role that each of these groups is expected to play.

The composition of the consortium should be justified, in terms of presenting its capabilities and commitment for the tasks to be carried out and to reach the objectives of the project. It has also to be made clear, using concrete examples, how each participant can contribute with its own experience to the work of the Network, as well as the expectation of each participant in terms of knowledge to be gained through the exchange of experiences and best practices within the Network.

The organisation proposed to manage the project should be able to demonstrate prior competence and experience in managing large-scale international cooperation projects.

B3.2a. Chosen approach

This section should be based on Part B section B3.2a of the original proposal

Explain the structure and organisation of your work plan, its overall strategy, and the methodology used to achieve the objectives. It should also identify any significant risks and describe contingency plans.

B3.2b. Work plan

This section should be based on Part B section B3.2b of the original proposal.

A detailed work plan should be presented, broken down into work packages (WPs). A work package is a major sub-division of the proposed project with a verifiable end-point - normally a deliverable in the overall project. Work Packages should follow the logical phases of the implementation of the project, and include consortium management, performance monitoring and evaluation, awareness and dissemination activities, as well as the technical work. If any part of the work is to be subcontracted, indicate the task involved and explain why a sub-contract approach has been chosen for it.

Present your plans as follows:

1. GANTT chart to show Timing of Work Packages and their components.
2. Performance Monitoring Table to show success indicators and how performance is measured
3. Use NEF to generate online the Workplan Tables, which will be appended to Part B

1. Timing of Work Packages and their components: Show the timing and dependencies of the different Work packages and their components through a **GANTT chart.** Timing should be relative, expressed in months (e.g. project month 3, project month 18 etc.). Month 1 is the month that starts at the start date of your Grant Agreement.

2. Performance monitoring table: This table should be based on table 5 of the proposal and describes success indicators and performance measurement throughout and after the funding phase.

The table should provide indicators, which are specific to the project, as well as quantified targets, against which the state of achievement of the results can be measured over consecutive periods of 1 year (maximum interval between measurements). The indicators should not be limited to measuring simple technical aspects (e.g. number of project web site hits) but should correspond to the concrete expected results indicated in the previous paragraphs.

The results of performance measurement and evaluation (indicators and their values) will be part of the progress reporting to the Commission.

Indicator No.	Objective/expected result	Indicator name	Expected Progress		
			Year 1	Year 2	Year 3
1					
2					
N					

3. Workplan Tables: These workplan tables (WT1 to WT6) specify the main elements of the workplan.

NOTE - concerning Workplan Tables

The Workplan tables correspond to several elements of section B.3.2 of the original proposal (and some new elements). They are generated online using NEF, are appended to part B and form an integral part of Annex I to the Grant agreement.

- WTI: Work package list
- WT2: Deliverables list
- WT3: Work Package Descriptions
- WT4: List of Milestones
- WT5: List of tentative reviews
- WT6: Summary effort table

The tables are described in detail in Appendix 4.

B3.3. Project management

This section is based on section B3.2c of the original proposal

Describe the organisational structure and decision-making mechanisms of the project as well as the means for communicating within the consortium, for monitoring work progress, for assuring quality and resolving conflicts. Show how they are matched to the complexity and scale of the project. Organisational and change management should be properly addressed with a detailed specification of the approach and methods to be used.

B3.4. Dissemination / Use of results

Describe in more detail the measures you propose for the dissemination and use of project results, and the management of knowledge, of intellectual property, especially in view of impact on national and European level. If appropriate, a separate work package should be designed with the relevant activities to accomplish these tasks.

The description of this section should cover the Consortium's strategy and measures planned regarding the optimal dissemination and use of project results. A plan for dissemination / use is mandatory for all projects for the final report and thus has to be included in the list of deliverables. A basic version of this plan can be prepared in the first phase of the project (or at mid-term). A project website is considered mandatory.

Any potential risks (real or perceived) for society/citizens associated with the project and the communication strategy adopted in this regard should be fully described.

B3.5. Resources to be committed

This section is based on section B3.3 of the original proposal

Please describe how the totality of the necessary resources will be mobilised, including any resources that will complement the EC contribution. Show how the resources will be integrated in a coherent way, and show how the overall financial plan for the project is adequate.

> In case of Thematic Networks funded on the basis of actual cost:
>
> In addition to the costs indicated on form A3 of the proposal, and the summary of staff effort shown in B3.1b. table 4 above, please identify and substantiate any other major cost items which will be claimed by the coordinator (e.g. equipment, software, subcontracting) for coordinating and implementing the network.
>
> Please note that eligible costs for beneficiaries other than the coordinator are strictly limited to travel and subsistence expenses as well as personnel costs incurred for the elaboration of project deliverables.
>
> Describe how the totality of the necessary resources will be mobilised, including any resources that will complement the EC contribution. Show how the resources will be integrated in a coherent way, and show how the overall financial plan for the project is adequate.
>
> For personnel costs only the actual monthly rate needs to be given here, as the rationale on the amount of effort should be given in the project work plan. For “subcontracting” and "other specific direct costs" a detailed breakdown and rationale must be given here.

6. PROJECT MONITORING AND FOLLOW-UP

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

Certain tasks concerning project management or legal and financial matters may be handled by specialist staff within the Commission who communicates directly with the Project Officer(s).

Project Fact Sheet

As the ICT PSP is funded with public funds, a public database of basic information concerning the projects is maintained. Information for this database is captured principally from forms A1 and A2 of the final GPFs, forming part of a Project Fact Sheet of non-confidential information such as project acronym, objectives, project summary, project beneficiaries, Community funding etc. It also includes contact details for the project coordinator.

A first basic version of the Project Fact Sheet is generated by the Commission from the information contained in part A of the project. The consortium can improve and extended the Project Fact Sheet trough the PO. For more details see the document "Good Communication Practices for ICT PSP Projects".

Compulsory reports and deliverables

According to the Grant Agreement all projects are obliged to submit periodic reports for each reporting period (including the financial statement) as well as a Final Report. The Final Report shall comprise a final publishable summary report covering the results, conclusions and socio economic impact of the project. Deliverables identified in Annex I must be submitted as described in Annex I in terms of content and timing. For more details see the ICT PSP reporting guidelines.

All Projects are also obliged to include a 'Final plan for the dissemination and use of Project results', in their deliverables list.

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

Technical audits and reviews

Based on the projects reports and deliverables, and possibly also on dedicated meetings with the consortium, the Commission may conduct reviews of project progress with the assistance of independent experts. These are used by the Commission to assess the project's progress, the quality of the deliverables and the degree of involvement of all the members of the Thematic Network in the activities foreseen in the Grant Agreement and to decide if Community financial support for the project should be continued. In the event of a negative outcome of a review, the Commission may decide to suspend the project - pending corrective action, or to terminate the Grant Agreement.

The review may also lead the Consortium, or the Commission, 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 planned reviews should be included in Annex I to the Grant Agreement (see template in Appendix 4, table 5).

For more details see the ICT PSP review guidelines.

Periodic report / Financial Statements

Beneficiaries, via the coordinator, will be required to submit a periodic report including the financial statements (cost claims) during the course of their work. The frequency and format of these are defined in the Grant Agreement. The financial statements form the basis for any payments made by the Commission. For more details see the ICT PSP reporting guidelines and the ICT PSP guide to financial issues.

7. APPENDICES

Appendix 1 – Layout of Negotiation Mandate

1. Proposal No : ………… Acronym: …………

2. Theme / Objective: …………

3. Project Officer (to whom all documents must be returned):

   ………………………….
   European Commission
   DG …..-… ………..
   Office …
   B - 1049 Brussels

   Tel : 32-2 29……
   E-mail : ………….

4. Date and time of first negotiation meeting[10]…………
   Address for the first negotiation meeting: …………

5. EC financial contribution:

   Maximum financial EU contribution[11] …………. EUR

6. Duration of the project ………. months

7. Change of technical content (please redraft the description of work on the basis of the specifications provided in the *Negotiation Guidance Notes for coordinators.* If applicable, please take into consideration the recommendations contained in the evaluation summary report and the following additional comments):
   ……………………………….
   ………………………………..

8. Changes addressing ethical issues, if known at the stage of invitation for project negotiation:
   ……………………………….
   ………………………………..

9. Timetable for negotiation

   <date> Deadline for the first version of the description of work (Annex I) and the GPFs
   <date> Negotiation meeting in Brussels.
   <date> End of negotiations

[10] Subject to confirmation by the Consortium
[11] This is an estimate of the maximum possible funding and does not take into account any possibly required changes (e.g. changes in form of the grant, detailed consequences of any recommended technical adaptations).

Appendix 2 – Negotiation of ethical issues

All ICT PSP proposals invited for negotiation or included in the reserve list have been subject to an ethical screening to avoid the risk of funding ICT PSP initiatives that could contravene fundamental ethical principles.

If any ethical issues are found in a proposal than an EIR (Ethical Issues Report) is produced by experts with an ethics background, which identifies and specifies precisely the potential risks in terms of contravention of ethical principles.

The project coordinator is in such a case informed about the found ethical issues, in the negotiation mandate or at a later stage, but in any case during the first negotiation meeting.

Whenever a proposal is flagged as having ethical issues, the negotiating Project Officer needs to ensure during the negotiation that the project respects fundamental ethical principles[12], is not in conflict with Opinions of the European Group on Ethics and Science and New Technologies (EGE)[13], and complies with Data Protection legislation[14], by including in Annex I to the Grant Agreement the safeguards clearly specified and detailed by the experts in the EIR, if any.

In cases where there are particularly sensitive or difficult ethical issues, the Project Officer might consult experts with an ethics background (or with ethical expertise in the area under consideration) during the negotiation of the Annex I (description of work) to the Grant Agreement.

The Grant Agreement negotiation cannot be concluded without a satisfactory inclusion of the safeguards indicated in the EIR in Annex I of the Grant Agreement.

[12] Including those reflected in the Charter of Fundamental Rights of the European Union - http://www.europarl.europa.eu/charter/pdf/text_en.pdf
[13] The EGE is an independent, multidisciplinary body, appointed by the Commission to examine ethical questions arising from science and the application of science and new technologies and on this basis to issue Opinions - http://ec.europa.eu/european_group_ethics/index_en.htm
[14] National legislation transposing Directive 95/46/EC - http://ec.europa.eu/justice_home/fsj/privacy/docs/95-46-ce/dir1995-46_part1_en.pdf

Appendix 3– Negotiation checklist

The following template is designed to ensure that all information necessary to issue a Grant Agreement is discussed and delivered to the Commission Services.

Although the first negotiation meeting will mainly concentrate on the Annex I to the Grant Agreement (description of work) it will also touch financial and legal issues. The Consortium should therefore have prepared for discussion all the issues in the checklist for the first meeting.

CHECK LIST FOR PROJECT NEGOTIATIONS

Prior to first meeting	
Agree coordinator	
Agree other beneficiaries' roles	
Complete first draft of Annex I and any appendices	
Complete first draft of GPFs, including bank account information	
Send necessary financial and legal information / documents (see LFV lite for details). • Send requested legal documents to the central validation team • Send requested financial documents to the Commission Project officer	
Dispatch Annex I and GPFs to Commission Project Officer	

Meeting	
Discuss issues in draft Annex I : • Those addressed by ESR • Those indicated by 'Negotiation Mandate' and arising during meeting/contact (including ethical issues, if any) • Those related to individual headings in Annex I 'table of contents'	
Clarify financial/Grant Agreement issues : • Acceptability of form of grant used by participants	
Confirm agreement on draft GPFs : • Proposal abstract • Budget breakdown summaries	
Set/agree dates for next steps (submission of revised/final Annex I and GPFs, next meeting, etc.)	

Final submission	
Submit agreed final Annex I	
Submit agreed final GPFs	
Submit any annexes /appendices	

Appendix 4 - WORKPLAN TABLES related to 3.2 of part B

The Workplan tables are generated online by NEF.

NOTE for Thematic Networks funded through lumps sums and scale of unit costs:
Proposals for lump sum Thematic Networks specify the effort in Person-Days. In the technical annex however effort is specified in Person Months.

For simplicity the calculation 1 Person month = 20 Person days can be used, e.g. 4 person days would be entered in NEF as 0.2 person months.

WT 1: Work package list:

List of work packages

WP Number	WP Title	Lead beneficiary number[15]	Person-months [16]	Start month [17]	End month [18]
		Total:			

15 Number of the beneficiary leading the work in this work package.
16 The total number of person-months allocated to each work package.
17 Relative start date for the work in the specific work packages, month 1 marking the start date of the project, and all other start dates being relative to this start date.
18 Relative end date, month 1 marking the start date of the project, and all end dates being relative to this start date.

WT2: Deliverables list

Each significant element of the project should conclude with a deliverable which is the concrete output and evidence of the work. A small work package may produce just one deliverable whereas larger work packages may produce several deliverables. Deliverables should be limited in number, and be specific and verifiable. All listed deliverables must be quality controlled and sent to the Commission for review and approval, on behalf of the Consortium, by the project coordinator.

Deliverables should be described in more detail in WT3 using clear words and explaining what can be expected in terms of content and detail. A deliverable may be a report, or an action such as the construction of a prototype, (together with a brief report describing the achievement), the organisation of a conference with the production of related proceedings, the publication of a book, the completion of a specification, etc.

As deliverables provide valuable information on the progress of work, a regular schedule should be planned without lengthy gaps. Delivery dates should be planned throughout the project lifecycle and may also be closely linked to the timing of project reviews.

As the ICT PSP is funded with public funds, a reasonable number of non-confidential deliverables, suitable for publication, should be foreseen. There is also a number of compulsory reports / deliverables that are described in section 6 of these guidance notes.

List of deliverables – to be submitted for review to EC

Deliverable Number	Deliverable Title	WP number	Lead beneficiary number	Estimated indicative person-months	Nature[19]	Dissemination level[20]	Delivery date[21]
			Total				

[19] **R** = Report, **P** = Prototype, **D** = Demonstrator, **O** = Other

[20] **PU** = Public
PP = Restricted to other programme participants (including the Commission Services)
RE = Restricted to a group specified by the consortium (including the Commission Services)
CO = Confidential, only for members of the consortium (including the Commission Services)

[21] Month in which the deliverables will be available. Month 1 marking the start date of the project, and all delivery dates being relative to this start date.

WT3: Work package descriptions

A work package is a major sub-division of the proposed project with a verifiable end-point - normally a deliverable in the overall project. Work packages should follow the logical phases of the implementation of the project. Large, long-duration work packages make the job of monitoring technical progress difficult and should be avoided.

One form per work package

Work package Number	
Work package title	
Start month	
End month	
Lead beneficiary number	

Objectives

Provide a concise description of the objectives to be achieved within the work package and how these objectives will be pursued. Use quantifiable and verifiable elements. Refer to the tasks to be carried out.

Description of work and role of partners

Provide a short description of the work, if necessary broken down into tasks of the work package. State the role and efforts of the participants for each task.

Description of WP Deliverables

Person months per participant

Participant number	Participant short name	Person-months per participant
	Total	

Schedule of relevant milestones

Milestone number	Milestone name	Lead beneficiary number	Delivery date from Annex I	Comments

List of WP Deliverables

Deliverable Number	Deliverable Title	Lead benefi-ciary number	Estimated indicative person-months	Nature	Dissemi-nation level	Delivery date
		Total				

WT4 –List of Milestones

Milestones are points where major results have successfully been achieved as the basis for the next phase of work, or are control points at which decisions are needed; for example a milestone may occur when a major result has been achieved, if its successful attainment is a pre-requisite for the next phase of work. Another example would be a point when a choice between several technologies will be made as the basis for the next phase of the project.

List of milestones					
Milestone number	**Milestone name**	**WP numbers**	**Lead benefi-ciary number**	**Delivery date from Annex I**[22]	**Comments**

WT5: List of Tentative Reviews

Reviews should ideally be synchronised with ends of project reporting periods – which may coincide with the major milestones of the project. A tentative planning has to be indicated using the following template table:

Tentative schedule of project reviews			
Review number	**Tentative timing**[23]	**Planned venue of review**	**Comments, if any**

[22] Month in which the milestone will be achieved. Month 1 marking the start date of the project, and all delivery dates being relative to this start date.

[23] Month after which the review will take place. Month 1 marking the start date of the project, and all dates being relative to this start date.

WT6: Summary effort table

This table indicates the number of person months over the whole duration of the planned work, for each work package (WP) by each participant.

Project effort by beneficiary per work package

Beneficiary short-name	WP1	WP2	WP3	…	…	WPn	Total per Beneficiary
Total							