

## **FP 7 Grant Agreement ANNEX III – ERA-NET Plus actions**

### **III.1 - Definitions**

In addition to the definitions in Article II.1, the following definitions apply to this *grant agreement*:

1. **Joint call** means a [single] call for trans-national research proposals launched by the *consortium*, including all necessary aspects for the implementation and management of the *joint call*.
2. **Trans-national projects** means the projects funded out of the *joint call* involving at least two independent legal entities from two different member states or associated countries.
3. **Joint selection list of trans-national projects** means the list of *trans-national projects* formally selected by the *consortium* on the basis of the criteria described in Article III.7, paragraph 3. The *joint selection list of trans-national projects* is the main deliverable of the *project*.

### **III.2 - Duration of the project**

The total duration of the *project* shall not exceed 5 years from the *start date* of the *project*.

### **III.3 - Specific performance obligations of each beneficiary**

In addition to the terms of Article II.3, each *beneficiary* shall deliver to the *Research Executive Agency (the "REA")* together with the *joint selection list of trans-national projects* a formal commitment, signed by its respective authorised representative, to identify its specific amount to assure the total necessary national funding to the *trans-national projects*.

### **III.4 - The financial contribution of the Union**

1. The financial contribution of *the Union* shall be determined by the **reimbursement of eligible costs** as an agreed proportional contribution to the costs incurred by the *beneficiaries* for the funding of the *joint selection list of trans-national projects*. This agreed proportional contribution is set to maximum 33 % of the total funding allocated to the *joint selection list of trans-national projects*.
2. The *consortium* shall ensure that the total funding allocated to any *trans-national projects* complies with competition rules.
3. Should one *beneficiary* not respect its commitment to contribute its agreed share to the total budget allocated to finance the *trans-national projects*, the financial contribution of *the Union* shall be reduced accordingly, except if other *beneficiaries* increase their national funding

accordingly to the *joint selection list of trans-national projects*.

### III.5 - Specific Payments modalities

Notwithstanding the provisions of Article II.6.1 the *REA* shall make the following payments:

a) A **first pre-financing** of EUR [*insert amount*] (*insert amount in words*) **EURO**, as foreseen in Article 6. This first pre-financing is set to 10% of the maximum financial contribution of *the Union as defined in Article 5 of the grant agreement*.

A **second pre-financing** of EUR [*insert amount*] (*insert amount in words*) **EURO** shall be paid to the coordinator within 30 days following the acceptance by *the REA* of the *joint selection list of the trans-national projects* and the associated commitment to fund them. It can be up to 80% of the maximum financial contribution of *the Union as defined in Article 5 of the grant agreement*.

b) Interim payments following each reporting period equal to the contribution of *the Union* corresponding to the amount accepted, based on verified and paid funding for the trans-national projects by the consortium, for each reporting period.

c) A **final payment** of the financial contribution of *the Union* in accordance with Article II.6 c).

### III.6 - Change in the composition of the *consortium*

In addition to the terms of Article II.36, any request for the addition or removal of a *beneficiary* shall be submitted to the *REA* not later than the publication of the *joint call*.

### III.7 - Implementation and management of the *joint call*

1. The *consortium* shall publish the *joint call* in accordance with the terms of Article II.35, paragraph 2.

2. The *joint call* shall be implemented through the means of a two step procedure. Step 1 may be organised in a decentralised manner. Step 2 shall follow the principles of a single international peer review, as described in paragraph 3.

3. The *consortium* shall evaluate proposals received with the assistance of at least three independent experts appointed by the *consortium*, on the basis of at least the following set of criteria:

- Scientific and/or technological excellence - Quality of the *trans-national project* (Threshold 3/5)
  - Sound concept, and quality of objectives
  - Progress beyond the state-of-the-art
  - Quality and effectiveness of the scientific and technological methodology and associated work plan
- Quality and efficiency of the implementation and the management (Threshold 3/5)
  - Appropriateness of the management structure and procedures
  - Quality and relevant experience of the individual participants

- Quality of the *consortium* as a whole (including complementarity, balance)
- Appropriate allocation and justification of the resources to be committed (budget, staff, equipment)

- Potential impact (Threshold 3/5)

- Contribution, at the European and/or international level, to the expected impacts listed in the FP7 work programme under relevant topic/activity
- Appropriateness of measures for the dissemination and/or exploitation of *trans-national projects* results, and management of intellectual property.

4. The *joint call* shall remain open for the submission of proposals by interested parties for a period of at least eight weeks for the whole 2 step procedure.

5. The *consortium* shall ensure that the principle of confidentiality is upheld during the evaluation and selection procedures of the *joint call*.

6. Each *beneficiary* and, where applicable, each third party identified in Article 7 shall ensure that the grants to the legal entities involved in the *trans-national projects*:

- a) are subject to the principles of transparency and equal treatment;
- b) are not cumulative, involve co-financing and are not awarded retrospectively;
- c) do not have the purpose or effect of producing a profit for the legal entities involved in the *trans-national projects*.

7. Each *beneficiary* and, where applicable, each third party identified in Article 7 shall carry out effective verifications according to their relevant funding rules of the eligible costs incurred by the legal entities involved in the *trans-national projects* before any reimbursement and shall carry out audits according to their national rules. They shall, for each reporting period, submit to the *coordinator* a signed declaration stating the amounts of the grants that have been paid and that eligible costs have been reimbursed after verification of their compliance with the relevant national funding rules. They shall also keep at the disposal of the *coordinator*, of the *REA*, the *Commission* (including OLAF) and of the Court of Auditors, the agreement signed with the legal entities involved in the *trans-national projects* and all necessary information and documents on the national funding rules and on the system of verification, including relevant audits carried out on the legal entities involved in the *trans-national projects*.

8. Each *beneficiary* shall take appropriate measures to protect funds of *the Union*, in particular to prevent irregularities, fraud or any other illegal activity. The *REA* or the *Commission* may request the *beneficiaries* to carry out audits on the legal entities involved in the *trans-national projects* in case of suspicion of fraud or irregularity.

### **III.8 - Financial audits and controls**

Each *beneficiary* shall ensure that the provisions of Article II.3 c) apply also to the legal entities involved in the *trans-national projects*.

Each *beneficiary* shall ensure that the conditions applicable to it under paragraphs 1 to 5, 7 and 8 of Article II.22 are also applicable, *mutatis mutandis*, to the legal entities involved in the *trans-national projects*.