



THE SIXTH FRAMEWORK PROGRAMME

The Sixth Framework Programme focuses on Community activities in the field of research, technological development and demonstration (RTD) for the period 2002 to 2006

NEGOTIATION GUIDANCE NOTES
for
Coordinators of
NETWORKS OF EXCELLENCE (NoE)
In Priority 2, IST



This document can be downloaded from
URL: <http://www.cordis.lu/fp6/negotiation>

FOREWORD

Version 4 differs from Version 3 on the following points:

- Section 2.5: clarification on consortium agreements added;
- Section 2.6: new section with information on ‘where to find support’ added (e.g. IPR helpdesk, CPF Editor helpdesk);
- Section 3.1: information on ‘Additional Financial Support – “BONUS” – from Structural Funds’ added;
- Section 5.1: clarification on the ‘Financial regimes of NoEs’ added;
- Section 5.2: Structure of Annex 1 updated in accordance with the ‘Guide for Proposers’ of Dec. 2004 or later – references to proposal sections updated; examples for performance indicators and clarification on the integration activities of NoEs added;
- Section 6.2: footnote added with information where to find the ‘Project reporting in FP6 - Guidance notes’ available on CORDIS;
- Appendix 4 added with clarification on ‘subcontracting under FP6’;
- Appendix 5 added, with further details on ‘Additional Financial Support – “BONUS” – from Structural Funds for certain contractors’: How to check eligibility and how to apply.

Version 3 differs from Version 2 on the following points:

- Sections 3.3, 4.1 & 10: these sections now consistently state that only one unbound copy of the final CPFs, on white paper, with original signatures, is needed;
- Section 3.7: URL for FAQs has changed;
- Section 4.1: URL for CPF-Editor has changed;
- Section 5.2: references to proposal sections corrected/inserted; where necessary, content of requested Annex 1 sections slightly revised;
- Section 7: ‘management activities’ consistently changed to ‘management of the consortium activities’;
- Sections 7.10 & 7.11: section heading and 'notes to the estimation of incurred eligible costs' tables have been changed in order to make it consistently clear in all sections that it is mandatory to fill these template tables and to include them in Annex I.
- Section 11: Switzerland has changed to Associated State status as of 1 January 2004.

Version 2 differs from Version 1 on the following points:

- Section 6.3: Wording slightly revised in order to adjust it to wording in FP6 model contract;
- Sections 7.6 & 7.7 (template tables): footnote 3 added;
- Sections 7.10 & 7.11 (template tables): footnote 1 added;

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1. Introduction

This document is provided for proposers who have been invited for negotiation following the evaluation of proposals for Networks of Excellence within the EC's Sixth Framework Programme (FP6) of research, technological development and demonstration for the period 2002-2006. It outlines the information and work necessary in the preparation of a contract for Networks of Excellence¹ under FP6.

This document continues in Section 2 with an overview of the process whereby a Commission contract is negotiated and signed.

Section 3 briefly explains the different steps of the negotiation process.

Section 4 describes the completion of the Contract Preparation Forms.

Section 5 covers the preparation of the Annex I "Description of Work" of the Commission contract, this latter being the part of the contract which documents in detail the work which will be carried out during the action.

Section 6 details some relevant elements concerning the later management of the contract.

An invitation to commence negotiation does not under any circumstance guarantee funding of a project. Among the problems which commonly arise:

- The funding of the proposal may be dependent on the acceptance of changes requested by the Commission services. These changes may be unacceptable to the proposers.
- The amount of Commission funding contribution for a project is approximately fixed, it will not normally be possible to increase it. The level of funding which the Commission is able to offer may be unacceptable to the proposers.
- Funding is offered under specific conditions of reporting, dissemination, specific provisions for intellectual property rights etc. These are fixed in the model contract and are non-negotiable. Any of these conditions may be unacceptable to the proposers.
- Individual participants within a proposing consortium may wish to withdraw during the course of negotiations (because of the budget distribution between participants or Intellectual Property Rights (IPR) arrangements, for example). If the Commission judges that this has removed a significant justification for doing the work, or a vital necessary resource, it may withdraw the offer of negotiation, or suspend it, giving the proposers a fixed time limit to find an acceptable solution.
- Potential signatories to a Commission contract are subject to an individual eligibility, which may include a financial check by Commission services. In some cases the Commission may not be able to enter into a contract with certain organisations or physical persons based on financial insecurity, lack of certification of the organisation's financial and general condition as required by the Commission's Financial Regulation, or for reasons of irregularity or violation of fundamental ethical principles. However, in such cases, the consortium may be offered the possibility to start with the project either with a reduced number of participants or to replace an ineligible participant.
- Funding must be committed promptly. If negotiations cannot be completed on a timely basis, the Commission will normally terminate negotiations and commit the money elsewhere. Your letter of invitation to negotiations will have specified the time limit in your case.

¹ Coordinator Negotiation Guidance Notes for the other instruments under the sixth Framework Programme are available separately.

2. Overview of contract preparation

2.1. Invitation to negotiations

Following the positive evaluation of a proposal for negotiation, the contact person(s) for the proposing consortium is invited to commence negotiations with the Commission for a contract.

The proposers will have received beforehand the Evaluation Summary Report (ESR), which informed them of the results of the evaluation and any changes or aspects to be reviewed during negotiation. The proposals that have undergone an ethical review will also receive an Ethical Review Report (EER), which may contain recommendations to be taken into account in the negotiations and in the description of Annex I. The “Framework for Negotiation” which is included in the letter of invitation to negotiations may indicate further comments and suggestions for changes to the proposed project that arose from any post-evaluation process within the Commission, which need to be taken into account in the negotiations. It also indicates the time schedule and the location for the negotiation meetings (normally in Brussels or Luxembourg²). It identifies one (or more) of the Commission’s staff as “Project Officer” or “Project Officers Team” of which one person will lead the contract negotiations on the Commission side. The Project Officer may be assisted by other colleagues who also attend negotiations.

The letter of invitation may indicate a deadline by which the consortium must provide the first drafts of Annex I and of Contract Preparation Forms (see section 2.2), including any supporting documents. The letter of invitation may indicate a deadline by which negotiations must be completed. **In the event that negotiations are not satisfactorily completed by that time, the Commission may terminate the process.**

In all cases, the Commission reserves the right to terminate negotiations at any time and to reject the proposal, in the event of inadequate progress in negotiations.

The letter of invitation also encloses or points to web addresses for:

- A copy of the present document
- The model contract and its annexes II (General conditions) and III (Specific conditions for Networks of Excellence)³
- The Contract Preparation Forms and supporting notes
- The Financial Guidelines for indirect actions of the sixth Framework Programme⁴

Other documents which provide useful information for the contract preparation and negotiation are:

- The consortium agreement checklist⁵;
- Provisions for implementing Networks of Excellence⁶

² It may propose another location, for example if the Commission negotiator wishes to inspect the proposers’ facilities or review a demonstration as part of the negotiation process

³ Where FP6 model contract is mentioned in these guidance notes, it concerns the model contract for any FP6 instrument, except for actions to promote human resources and mobility. For the latter, there is a specific model contract. The model contract and its’ annexes can be downloaded from:

http://europa.eu.int/comm/research/fp6/working-groups/model-contract/index_en.html

⁴ The financial guidelines for FP6 can be downloaded from: http://europa.eu.int/comm/research/fp6/working-groups/model-contract/index_en.html

⁵ The Commission’s consortium agreement checklist is available from:

http://europa.eu.int/comm/research/fp6/working-groups/model-contract/index_en.html

⁶ For a complete overview of the purpose of a Network of Excellence please consult the relevant background document at the following internet address: http://europa.eu.int/comm/research/fp6/pdf/noe_provisions_120503final.pdf

The model contract

Before beginning negotiation, proposers must carefully read the model contract, its Annex II and Annex III. The Guide to financial issues relating to indirect actions of FP6 should be referred to for further explanations, if necessary.

These documents are available at: http://europa.eu.int/comm/research/fp6/working-groups/model-contract/index_en.html . The model contract establishes the legal framework for the project's funding and administration. The consortium agreement between the future contractors will build on that basis and set out the detailed procedures and framework for managing the project.

2.2. Contract Preparation Forms (CPFs)

These forms collect the information that the Commission needs to prepare the administrative part of the contract, to check the financial and legal viability of the consortium and the participants, and to gather certain programme-wide statistical information, which is required by Council and Parliament.

The forms (to the fullest extent possible) are compatible with the forms used in the proposal submission, so that information from these may be directly transferred into the CPFs - though proposers have a duty to check for changes since the proposal was prepared (e.g. changes of address, contact names, phone numbers etc.) or any changes they need to make following the recommendations of the Commission.

The CPFs also require future contractors to assemble a number of supporting documents giving details of their companies/organisations, which must be submitted to the Commission with the forms. Note that the Commission can only negotiate with and offer contracts to currently existing entities: **the legal existence of your organisation must pre-date the contract signature/accession to the contract.**

The Commission Project Officer may request further information later on in the course of negotiations, particularly for the organisation proposing to act as coordinator for the consortium (see below), and in some cases may request a form of financial guarantee.

2.3. First draft of Annex I and CPFs

Based on these guidance notes and the information received, the proposers should make a first draft of the Contract Preparation Forms, and the "Description of Work" (which in its final version will become Annex I to their contract) taking into account the comments made by the Commission in the "Framework for Negotiation". The layout of this Annex is described in detail later in this document.

The first draft of Annex I, the Contract Preparation Forms and supporting documents, are sent by the proposers to the Commission Project Officer. They must be received by the Project Officer **at least five working days** prior to the first negotiation meeting. This permits the Project Officer to review the information in detail so that an effective and constructive meeting can take place.

If this material is not available by the deadline of five working days prior to the meeting, the Commission Project Officer will normally cancel the meeting and will only reschedule it when the material is in his/her hands. **Any deadline for completion of negotiations remains unchanged.**

(Note: While the final version of the CPFs is required to be signed by all project participants, signatures are not required on draft versions which may be produced during the negotiation process, as these are not yet final documents).

2.4. Consortium Coordinator

The proposers will 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. He/she will lead the negotiation on the proposers' side. Most often this will be the organisation and the person who co-ordinated the proposal writing and submission, but another partner may take on the role if the consortium members so agree. The coordinator normally attends all negotiation meetings and leads the proposers' negotiation team. There is a single coordinator for the consortium.

Once the contract is signed, the coordinator will act as the interface with the Commission services and take on all the coordinator's responsibilities established by the contract

The coordinator must ensure that all contractors accede to the contract within the timescales established by the contract. The coordinator submits all documents to the Commission and ensures general liaison between the contractors and the Commission. The coordinator is also responsible for submitting financial statements indicating the costs incurred and receiving in trust for the consortium all payments from the Commission and distributing them among the contractors according to their decisions.

The choice of the coordinator should therefore take into account the organisation's management capacities and legal and financial stability. The Commission may object to the choice of the proposers on such grounds.

2.5. Consortium agreement

According to the call for proposals, consortium agreements are mandatory for Networks of Excellence in the Sixth Framework Programme. The consortium agreement should be finalised before the signature of the contract and at the latest within a short time after the signature. The contract deems that the consortium agreement exists once the contract is in force. Also the EC contract requires that certain intellectual property provisions must be agreed before the EC contract is signed if they are to be applied.

The **Consortium Agreement** provides the legal basis for the relationship and responsibilities between the contractors for the duration of the work that go beyond those established by the EC contract. It is particularly important to settle matters such as the technical management of the project, the sharing of intellectual property rights, set out the procedures for distribution of the grant, for settling of disputes etc. Proposers should be aware that such agreements do not affect the rights of the Commission arising from the EC contract and the corresponding individual and/or collective obligations of the contractors vis-à-vis the Commission.

Information and guidance on the content of a consortium agreement is available from the IPR helpdesk, which may be consulted on the following address: <http://www.cordis.lu/ipr-helpdesk> .

CONSORTIUM AGREEMENT – Who ? What ? Why? Where information available?

A consortium agreement is obligatory in the vast majority of projects financed under FP6. Where a consortium agreement is not obligatory this will be set out in the text of the call for proposals. The consortium agreement is entered into between the EC project's contractors and is their sole responsibility. The Commission is not a party to the consortium agreement (unless the Joint Research Centre of the European Commission is a participant carrying out part of the project) and **the Commission does NOT verify or check the content of the consortium agreement** (except for the special case of the SME specific actions of collective and cooperative research).

The terms of the consortium agreement cannot contradict the provisions of the EC contract. They may further develop those provisions or clarify details, specify the organisation of the work to be carried out and establish decision-making and dispute settlement procedures for the consortium. In addition the consortium agreement can be used to identify the particular provisions relating to terms of the EC contract that can be modified prior to its signature (such as the terms and conditions of: access rights to pre-existing know-how for carrying out the project; access rights to knowledge for use of a contractor's own knowledge; exclusion of specific pre-existing know-how).

A checklist of issues that can be addressed in the consortium agreement is available at: http://europa.eu.int/comm/research/fp6/working-groups/model-contract/index_en.html .

The consortium must decide on terms and conditions of their consortium agreement (including the applicable law) that suits its members and their interests.

The consortium agreement is important for determining the provisions for distribution of the EC financial contribution including the pre-financing. This is particularly the case for Networks of Excellence.

2.6. Where to find Support

Commission contact person(s) for the negotiation

The letter inviting a consortium for negotiation includes the name(s) and contact details of Commission official(s) who is/are in charge of the negotiations on behalf of the Commission. This (these) contact person(s) will be able to assist with specific questions on the technical and financial issues.

Questions related to CPF content, mandatory fields in the CPFs, business rules, etc are best handled by the Commission official(s) assigned to project negotiation.

The Intellectual Property Rights Helpdesk

The IPR-Helpdesk is a European Commission co-financed initiative run by a consortium of organisations co-ordinated by the University of Alicante. Its main objective is to assist potential and current contractors taking part in Community funded projects on Intellectual Property Rights issues, and in particular on Community diffusion and protection rules and issues relating to IPR in international projects. Another objective is to raise awareness in the European research community on IPR issues, emphasising their European dimension.

It operates a free helpline offering a first line assistance on IPR related issues. The helpline is run in English, French, Italian, German and Spanish.

Website

<http://www.ipr-helpdesk.org>

Helpline (detailed queries)

tel +34 96 590 97 18
 fax +34 96 590 97 15
 ipr-helpdesk@ua.es

Representative office (general information)

tel +32 2 649 53 33
 fax +32 2 647 59 34
 ipr-helpdesk@global-eu.com

The CPF Editor helpdesk and user guides

To download the CPF editor application, users should click on the following link: [CPF Editor 2.8](#). A short guide explaining all practical and necessary steps to download and install the software is available here: [Guidance for downloading](#).

If a co-ordinator has a TECHNICAL problem (not linked to data indicated in the forms), support (for all calls related to FP6) should be directed to the following mailbox: EC-FP6-IT-HELPDESK@cec.eu.int

The help desk will address all issues related to the CPF editor and is available from 08.00 to 20.00 (CET) depending on e-mail traffic. All requests will be treated on a first in/first out basis.

To ensure a prompt service, any request for assistance should be addressed to the right contact in the Commission and should always include the following indications:

- call reference
- proposal number
- name of relevant research Directorate General
- name of EC PO (Project Officer) or SO (Scientific Officer)
- type of CPF
- version number of the CPF editor
- operating system of co-ordinator's PC
- name, organisation and phone number

Should contractors have questions regarding other aspects, they are advised to contact the various Infodesks maintained by the European Commission. See <http://www.cordis.lu/fp6/infodesks.htm>.

3. Negotiation

The main purpose of the negotiations is to establish an agreement on the work to be carried out under the contract and the amount of the grant, as well as the legal and financial information necessary to establish the contract. The starting point for negotiations will be the proposal submitted to the Call for Proposals and due account will be taken of the recommendations for adjustments as provided following its evaluation.

Although two meetings should be foreseen for the negotiations, in some cases it may be possible to finalise the negotiations in a single session⁷. On the other hand, negotiations may require more than two meetings. Whatever the number of meetings, the overall deadline for completion of negotiations remains unchanged, unless otherwise agreed. You will be notified of this deadline in the letter inviting you to begin negotiations.

The coordinator normally attends all meetings⁸, but it is not necessary that all other consortium members attend. Indeed experience shows that it is beneficial if the consortium empowers a smaller delegation to negotiate on its behalf since the result of these negotiations will be approved by all contractors when signing the final CPFs and the contract.

It is also possible that the Commission will be assisted by an external expert(s) in the negotiation meetings. This may be one of the experts who assisted the Commission in the evaluation of the proposal.

Consortium resources

In the course of the negotiations, the Commission seeks to be assured that the project participants do indeed have the necessary resources as and when required to carry out the proposed work. If the Commission cannot obtain reasonable guarantees on these points, it is possible that no contract will be offered or that a change in consortium will be necessary.

3.1. First negotiation round

3.1.1. Agreement on technical issues

The purpose of the technical negotiations is to identify and solve any problems with respect to the draft of Annex I that the consortium has prepared and sent in advance. The Commission Project Officer will indicate changes or improvements which are required, the consortium will explore how this could be accommodated in their workplan, and the Commission Project Officer will give a reaction to their suggestions in the first meeting.

3.1.2. Agreement on financial issues / amount of grant

The financial negotiations will focus mainly on reaching agreement on the grant, i.e. on the Community financial contribution for the full duration of the project.

At the end of this round of the negotiations, agreement should be reached on the contents of Annex I to the contract (the technical work to be carried out) and the consortium should be in a position to prepare and send a final version for review by the Commission Project Officer.

It is possible that this round of negotiations is carried out in writing without a meeting.

⁷ To be decided by the Commission Project Officer

⁸ In an emergency he/she may send a deputy.

**Additional Financial Support
- ‘BONUS’ from the STRUCTURAL FUNDS) –
possible for successful FP6 contractors established in Objective 1 Regions**

The Decision of the European Parliament and the Council concerning the 6th Framework Programme (FP6) stipulates that certain contractors (legal entities established in Objective 1 Regions) participating in FP6 projects may receive an **additional financial support from the Community via the structural funds** (hereafter referred to as "bonus") to reduce the level of their own financial contribution to the FP6 project.

In any case this bonus cannot duplicate FP6 funding and cannot lead to a profit. The provisions of the FP6 model contract consider this **complementary funding to be a “receipt”** and therefore - if received - it must be declared in the appropriate “Financial Statement Form” (Form C) as such.

Coordinators must inform the other members of the consortium about this possibility. The potentially eligible contractors should start to explore this possibility so that if the negotiation is concluded successfully, the eligible contractors for the bonus can hand in their application to their competent Structural Funds managing authority (specific bodies in the Member States entrusted with the task of managing Structural Funds programmes) without delay.

Further useful information on how to check the ‘Bonus’ eligibility of a given contractor and how to apply for the bonus are available in Appendix 5 of this document, full details are available at <http://www.cordis.lu/era/regions.htm> .

3.2. Second negotiation round

During this round of the negotiations all other major contractual (technical, legal, administrative and financial) issues should be resolved, including the provision of an acceptable project timetable and a set of deliverables which reflect the work in the action.

3.3. Final submission

When final agreement has been reached, the consortium should provide to the Commission Project Officer for the purposes of contract preparation two unbound copies of the final Annex I, one unbound copy of the final CPFs, on white paper, with original signatures, and also an electronic version of each.

Throughout negotiations the proposers and the Commission Project Officer will be in contact by phone, fax or email, to ensure the proper preparation for the face-to-face meeting(s) and to answer any questions, which may arise. A negotiation checklist is appended to this document, to assist proposers’ preparations for the negotiation process (Appendix 3).

3.4. Contract signature

When agreement has been reached on Annex I, all necessary legal and financial information required by the CPFs has been received, and the Commission has validated it, Commission services will draw up a contract which is sent for signature to the coordinator in two copies.

The coordinator signs the two copies of the contract and returns them to the Commission. The Commission signs these once any necessary internal procedures have been completed, and returns one to the coordinator. The contract enters into force on the date of signature of the contract by the Commission.

At the same time the coordinator must distribute a copy of the contract to the other contractors, along with the Form A – the form for the other contractors to accede to the contract. Three duly completed originals of Form A are signed by each contractor 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 A Forms to each contractor and one original to the Commission, keeping one for his/her records.

The Commission contract is for the project as a whole, for which all contractors are collectively responsible (i.e. the Commission does not make separate contracts with the individual members of a consortium). This has a number of important consequences:

- All the other contractors must sign the Form A to accede to the contract - if one fails to sign then the contract is not concluded.⁹
- If one potential contractor fails to accede to the contract, it is up to those contractors who have signed the contract to propose a solution to the Commission, either by reallocating the work of the missing contractor amongst them or the accession to the contract of a new contractor. The Commission may terminate the contract 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 contractor subsequently withdraws from the contract, the others remain responsible for the completion of the work, including the part allotted to the withdrawn contractor.

In the course of your meetings, the Commission Project Officer will discuss with you many of the important terms and conditions of your contract. He/she cannot however mention them all. Review the offered contract thoroughly, including the annexes. You are bound by what you sign.

3.5. Start of project and contract validity

When the coordinator returns the signed contract, the responsible Commission official signs the contract. The contract will come into force upon signature. However, the relevant provisions of the contract will determine the start date of the project. This may be the first day of the month following entry into force of the contract, or a specific fixed date, as negotiated.

Costs can be incurred on the project from the start date of the project but not before. However, where this date is prior to the contract coming into force, future contractors take the risk that the contract may not be signed in which case these costs will not be reimbursed by the Community. Also in such cases, any costs relating to the negotiation of the contract are not eligible for reimbursement under the project.

3.6. Pre-Financing (Advance payments)

Once the contract is in force, the Commission services can start processing the pre-financing (advance payment) in accordance with the conditions of Article 8 of the contract. The coordinator can distribute the Community financial contribution to the other contractors only after the minimum number of participants has acceded to the contract and then only to those contractors that have signed Form A and acceded to the contract. In certain contracts, the Commission may retain the pre-financing until the minimum number of participants have acceded to the contract or all contractors have acceded. This will be discussed during negotiations and indicated in the contract.

⁹ The Commission may choose to draw up and offer another contract to the remaining contractors if, in the opinion of the Commission services, the action remains viable despite the missing participant and the deadline for signature, if any, has not passed.

3.7. Frequently asked questions

A list of frequently asked questions (FAQs) is appended to this document. A regularly updated list of FAQs on participation and contract issues is available at

http://europa.eu.int/comm/research/fp6/working-groups/model-contract/index_en.html .

You should consult this periodically, as this will assist you in your negotiations.

4. Contract Preparation Forms (CPF)

4.1. Completion of CPFs

The Contract Preparation Forms are available in PDF or Word format and also in electronic format in an application known as “CPF-Editor”. These are obtainable at <http://www.cordis.lu/fp6/find-doc.htm#cpf>. The CPFs are supplied with a full set of explanatory notes.

The forms should be completed by **all** participants as described in the notes to the forms, even participants not being funded by the European Commission, since the Commission must assess the capacities of all participants to assure the success of the action.

The CPFs have sections for each individual participant, and also a section to be completed by the coordinator for the project as a whole.

Costs and payments: The Commission will pay its contribution provided that satisfactory progress has been made towards the objectives of the Network of Excellence, notably durable integration, and provided that the participants have incurred eligible costs for implementing the joint programme of activities (in any one year) that are at least equal to the Community grant received (and higher than the total Community grant at the end of the action). Therefore, contractors should ensure that the implementation of the joint programme of activities as planned will incur eligible costs corresponding to the conditions above.

While the consortium may submit its CPFs on paper, use of the CPF-editor, if available, is highly recommended. It allows the coordinator to establish a complete set of CPF forms for all contractors in the project. It is then possible to generate copies for each participant, who can complete these electronically and return the resulting forms to the coordinator. The coordinator can then complete the exercise by importing the completed forms received from the participants into the master form, where the resulting summaries are generated automatically.

A first draft of the CPFs must be completed and supplied to the Commission Project Officer before the first negotiation round or meeting. After the negotiations have been successfully completed, the final agreed version of the CPFs should be submitted to the Project Officer, as mentioned above, in one unbound copy on white paper with original signatures, **and** in electronic format using either the Word version or (preferably) the CPF-editor application. Any required supporting documentation should be provided in two copies.

4.2. Function of CPFs

Information in the participants’ forms (with the relevant annexes) will be used to verify essentially their legal and for some participants their financial status. The banking information form will provide the information on the coordinator’s bank account to be included in the contract. Certain details, principally from forms A1 and A2, will be used to generate a Project Fact Sheet (see section 5.1 below). The A3 forms of the CPFs will be included as part of the Annex I to the contract (refer to comments on chapter 9. of Annex I). The form “Project Summary” will be included in the Annex I to the contract.

The CPFs, although not part of the contract, may be used as a base of reference when receiving financial statements regarding the costs incurred during the lifetime of the project. Also the legal and other information regarding the contractors is the basis for establishing the contract. It is therefore important that the information in the forms is as precise and complete as possible. Furthermore, please note that the CPFs include a certified declaration to be signed by a person authorised to sign the contract and commit the participant (see Form A2c).

5. Annex I “Description of Work”

5.1. Overview

Annex I for a Network of Excellence contains the following main elements:

- (a) the objectives of the project and expected impact; an outline joint programme of activities (JPA) for the whole duration of the contract, including a gender action plan; a description of the role of the participants; ethical provisions; a description of the organisational, management and governance structure of the project; the plan for using and disseminating knowledge; the circumstances under which a competitive call will be needed; the milestones
- (b) a detailed joint programme of activities for the first 18-months period (including a description of the deliverables) and relevant performance indicators; and
- (c) the schedule for the disbursement of the grant (including indicative overviews of the necessary project resources and an estimate of the incurred costs).

The outline JPA for the full duration should focus on goals and expected achievements, as well as a broad description of the activities to be carried out, rather than on details which will be subject to change during the lifetime of the contract, as work progresses and external conditions evolve. However, it should not be vague or too general so as to render it difficult to assess progress against the set plan and objectives.

The detailed JPA for the first 18 months will describe in sufficient management-level detail the work to be carried out over that period. Thereafter, the JPA will be updated annually. The update may concern only the detailed 18-month JPA, which rolls forward by 12 months, but it may concern aspects of the outline JPA and other parts of Annex 1 as well.

Goals and achievements must be susceptible to review and assessment. The box below entitled ' Six steps for building review and assessment into the Description of Work' gives guidelines for this.

Six steps for building review and assessment into the Description of Work

1. Identify the project's goals in terms of the five key criteria used by the Commission for proposal evaluation and Annual Project Review:
 - Relevance to the objectives of the Programme and/or Priority)
 - Potential Impact
 - Degree of integration and the Joint Programme of Activities (JPA)
 - Organisation and management
 - Excellence of the participants
2. Translate the goal into a project objective.
3. Translate the objectives into operational goals and identify the means to achieve them.
4. Describe the baseline data against which the project will measure its progress.
5. Describe what measure of ‘success’ you will use
6. Make it happen by:
 - allocating a **specific work package to review and assessment**¹⁰ (by the consortium participants) of project results and progress towards the objectives This work package should have appropriate resources allocated to it (guideline: up to 5% of total project resources).
 - and describing how the output of the on-going assessment will feed into the project management, as assessment is only useful when it informs management in a timely fashion.

¹⁰ or assessment and evaluation elements may be explicitly included in the project-specific work packages

For NoEs it is important to understand the financial regimes of NoEs which are different from other instruments – details are provided below.

FINANCIAL REGIMES OF NETWORKS OF EXCELLENCE (NOE)

Calculation of the grant for integration

The EC financial contribution to NoEs is a grant for integration – the maximum possible amount is calculated on the basis of the number of researchers to be integrated into the network. These researchers must be identifiable by name at the time of the deadline for submission of the proposal to the Commission. Doctoral students inscribed on a programme in one of the participating institutions can also be taken into account in the calculation of the maximum EC contribution. The maximum amount of the grant for integration based on these factors will be indicated in Article 5 of the EC contract. The annual amount of the grant will be indicated in Annex I to the EC contract.

Payment of the grant for integration

The annual payment of the grant for integration can only be made if the eligible costs of carrying out the work defined in the joint programme of activities (Annex I to the EC contract) for that reporting period are greater than or equal to the annual amount of the grant. For example, if the annual grant is € 1 million then that amount will be paid if the eligible costs are € 1.2 million, € 5 million or € 10 million. The distribution of the EC financial contribution between the contractors has to be determined by them in their consortium agreement; this is particularly important where the grant does not cover all eligible costs.

All contractors claim their costs based on the cost reporting model used by their organisation. Contractors using the additional cost model (AC) can only claim additional eligible costs. In this model the costs of permanent staff can only be claimed for the management of the consortium activity.

In addition, Article III.2 .2.3 of Annex III to the network of excellence contract indicates that: "At the end of the project, the eligible costs incurred in implementing the joint programme of activities over the full duration of the project must exceed the grant for integration. If this is not the case, the payment for the last scientific period shall be limited to 95% of the eligible costs incurred in that period."

In other words, if the total eligible costs incurred in implementing the JPA are at least equal to the Community financial contribution requested per period (see Annex I to the contract) and if, at the end of the project, the total eligible costs incurred in implementing the JPA for the whole duration of the project exceed the maximum Community financial contribution mentioned in article 5.2 of the contract, the grant for integration is paid in full. Thus payment of the grant is conditional upon the participants incurring costs that are greater than the amount of the grant itself.

5.2. Structure of Annex I

The content of Annex I is based on information from Part B of the proposal submitted to the Call for Proposals, with any necessary changes arising from the evaluation and agreed in the negotiation phase, and updated to take into account any significant developments that may have taken place since the submission of the proposal.

- All pages must be numbered.

- Each page should be headed with the project acronym, proposal number¹¹ and drafting date.

Title page

A template for the title page is appended (Appendix 1). The sections “Contract no.” “Related to other Contract no.” and “Start date of project” will be completed by the Commission. Do not change the acronym used at proposal submission unless agreed during the negotiations with the Commission Project Officer.

Contents page

A template for the 'Table of Contents' page is appended (Appendix 1).

1. Project summary

Project abstract (copied from CPF form A1 of the CPFs)

2. Project objective(s)

This section should describe the objectives of the project (which are achievable within the planned duration) in a **measurable** and **verifiable** form. Objectives, notably durable integration of the participants' activities, should be specific and timed (e.g. by which date/milestone the objectives will be achieved). Describe the goals of the project also in terms of achieving European leadership and acting as a world force in the research area concerned.

Follow the guidelines of the “Six steps” in the box above. The progress of the project will be measured against these criteria in later reviews and assessments. The material should be based on section B.1 of the original proposal.

3. Participant list

A table listing contractor name, short name, country, status, date of entry to contract, date of exit from contract. A template for this table is appended (Appendix 1).

4. Relevance to the objectives of the specific programme and/or thematic priority

This section describes how the project will contribute to the objectives of the programme and/or the thematic priority. Describe in detail the manner in which the proposed network's integration goals address the scientific, technical, socio-economic and policy objectives of the specific programme/thematic priority in the areas concerned. Describe the area of research of the network including the current state of the art in the area concerned and, in particular, the existing fragmentation of the existing capacities in the topic. Specify clearly the structuring and shaping the project aims to achieve, and how the project will enhance the state of the art in the area. The material should be based on parts of section B.1 and section B.2 of the original proposal.

5. Potential Impact

Describe the expected strategic impact of the action, for example in strengthening European excellence through tackling and reducing fragmentation of the existing research capacities in the field. Demonstrate that Europe has an existing need to strengthen or reinforce technological and scientific excellence on the topic concerned by means of a restructuring of the existing research capacities and the way research is carried out. Explain how the proposed approach is likely to have a durable integration and structuring impact on European research after the ending of Commission funding.

Describe the exploitation/further research and/or dissemination plans, which are foreseen to ensure use of the action's results.

¹¹ This normally becomes also the contract number

Indicate the plans for spreading excellence beyond the network and for disseminating knowledge and exploitation of results.

Describe also how the consortium will spread awareness and information about the project and its results beyond the research community with the public as a whole (as required by Article II.10.3 of Annex II of the contract). Describe the added value in carrying out the work at a European level. Indicate what account is taken of other national or international research activities. The material should be based on section B.3 of the original proposal.

If applicable, this section should also include:

5.1 Contributions to standards: Describe contributions to national or international standards that may be made by the action, if any.

5.2 Contribution to policy developments: Describe any significant impact the project may have on research or research-based policy development at regional, national or European level and how. If relevant, describe the policy process in which the project is embedded.

5.3 Risk assessment and related communication strategy: Describe the potential risks for society/citizens associated with the project (if any) and the communication strategy adopted in this regard.

6. Outline joint programme of activities (JPA) for the full duration of the project

This section provides an outline of the joint programme of activities (work to be carried out during the whole duration of the project), its scientific and technical (S&T) approach, and shows how the joint programme of activities will enable the project to achieve its objectives, in particular the expected degree of integration. Describe the overall JPA broken down to the level of activities and the components of each of these activities. Show how this integrates the various components to a coherent network. The material is based on section B.4 in the proposal.

6.A - ACTIVITIES

The **joint programme of activities (JPA)** consists of four types of activities:

6.1 Integrating activities: Describe all the activities that are going to be undertaken to achieve progress towards durable integration, i.e. activities to structure and shape the way the participants carry out research on the topic considered. Explain how the integration work is comprised of a number of different activities (major elements or building blocks of work). Describe each of these building blocks of integration work; identify who will be involved in carrying out the different integrating activities, indicate how all the participants will carry out these activities and show the importance and contribution of each to the integration process, in particular in relation with the qualitative and quantitative performance indicators that are proposed (in section 7. of Annex I). Indicate for each activity foreseen how it is expected to contribute to the achievement of a strong and durable integration of the research capacities of the participants.

Examples of integrating activities (non-exhaustive list): establishing mechanisms for coordinated programming and adaptation of the participants' activities in research in order to strengthen their complementarity and develop mutual specialisation (of course built on strengths and shrinking weaknesses); establishing mechanisms for coordinating and finally merging research portfolios of the different participants; exploring the legal circumstances and feasibility for durable integration; sharing of common research tools and platforms; setting up joint supervisory bodies; shared use or establishment of new research and managerial infrastructures, equipment facilities and/or services for common use; exchanges of personnel, staff mobility; relocation of staff and equipment; preparation of new joint

projects, joint training programmes, joint management of knowledge and intellectual property; development/reinforcement of joint electronic communication and data sharing networks to support interactive working between the teams involved.

6.2 Programme for jointly executed research activities: Describe the jointly executed research activities that are undertaken by the network and that are necessary for achieving the goals of the project. These research activities must aim at achieving the purpose of durable integration or at filling gaps in the collective knowledge portfolio of the network. Demonstrate that these activities are new or reoriented compared to those that would have been undertaken by the participants in the absence of the network. Describe each of the components, and explain how these activities will facilitate the durable integration and help to achieve the project's goal. Explain how these activities differ from those, which would have been undertaken by the participants in the absence of the network/project.

Examples of jointly executed research activities: development of tools or platforms for common use (e.g. that would not have been necessary to the participants on a single basis), generating new knowledge to fill the existing gaps or to extend the collective knowledge portfolio.

Apart from the jointly executed research as described above, the participants in an NoE will of course pursue their own institutional research portfolios in the area covered by the NoE. This research cannot form part of the JPA.

6.3 Activities to spread excellence: Describe the activities planned for spreading the excellence beyond the network members. Describe each of these components/building block, with special emphasis on training activities that go beyond the partnership of the network. (e.g. a joint programme for training of researchers and other key staff). Describe the involvement of the doctoral students (if any) in the project's research activities.

6.4 Management of the Consortium activities: Describe the consortium management activities and identify the major elements of work. For each of these elements/components, identify who will carry out each. Show the relevance and contribution of each to the project management plans, which are described in section 8. below.

6.B - PLANS

This section should then also include a description/plan of the following:

6.5 Plan for using and disseminating knowledge: This plan should cover the plans for management of knowledge and intellectual property and a description of the use of results (further research or exploitation) and a plan for disseminating knowledge beyond the consortium during the lifetime of the action and afterwards. This subsection should be based on parts of section B.7 of the original proposal.

6.6 Gender Action Plan: Describe the actions and activities that will be developed to promote gender equality in all forms within the project and how gender issues have been taken into account in carrying out the action. (This subsection is based on parts of section B.11 of the proposal.).

The plan should be described and adapted to the specific environment of the project and to the consortium's perception of gender issues in scientific research. The promotion of gender equality should take into consideration the two dimensions of encouraging women's

participation in the action, and taking into account the gender dimension of the research carried out. The Gender Action Plan can include activities of various kinds: analysis, assessment, monitoring, mentoring, awareness raising, debate, etc.

In order to stimulate the exchange of good practices, the Commission will publish the gender action plans of all Integrated Projects and Networks of Excellence. The gender action plan should therefore not contain any confidential data.

Each project will report at the end of the project on progress made in the implementation of the gender action plan, assess its impact and formulate recommendations.

6.7 Raising public participation and awareness:

Describe the actions and activities foreseen to engage with actors beyond the research community and with the public as a whole, to help spread awareness and to explore the wider societal implications of the proposed work. If relevant, set out synergies with education at all levels. (The section is based on parts of section B.10 of the proposal). The objective is to complement dissemination activities for the purpose of promoting the exploitation of research results with activities aimed at a non-specialised general audience, to provide information on the nature of the activities carried out during the action and the benefits to society.

An information document will be made available by the Commission to all contractors highlighting the resources available in the Commission for media and information activities, including participation in the annual European Science Week.

6.C - MILESTONES

Finally, information on the project's overall major milestones is needed:

6.8 Major Milestones over full project duration: This section should clearly identify and describe the major milestones during the course of the action. It is recommended to choose a timing, if possible and appropriate, which is in line with the contractually defined periodic reviews of the project (for Networks of Excellence normally every 12 months). Each milestone should be described in terms of expected results and achievements, ideally with a brief description what will be 'delivered'.

For all actions carried out under points 6.B and 6.C, the costs and efforts incurred shall be attributed to one or more of the activities identified in point 6.A

7. Quality of integration and performance indicators

Demonstrate that and how the JPA is designed to achieve the expected degree of integration and that the participants have made commitments towards deep and durable integration continuing beyond the period of the Community financial support.

Provide a list of quantitative and qualitative performance indicators that could be applied during the annual independent reviews regarding the progress towards integration.

Such indicators could include (non-exhaustive list): number of exchanges of personnel; number or state of development/acquisition/ modification of tools/equipment/infrastructure/facilities/ services for common use by the participants; degree of change to research portfolios and degree of merging of portfolios; degree of specialisation and complementarity of participants; number of joint training programmes; number of joint projects and initiatives launched.

If additions to the project are foreseen in the lifetime of the contract, the nature of these additions and their integration into the project should be described.

This section is based on section B.6 of the original proposal.

8. Project organisation, management and governance structures

This section describes the network's organisational structure and decision-making mechanisms. Show that the chosen mechanisms provide a secure framework for any necessary structural decisions to be taken, that the management of the network is of high quality and that it is matched to the complexity of the project. Describe how the project management will enable the network to achieve its goals, notably concerning durable integration and that there is a plan for the management of knowledge, other intellectual property and, if appropriate, of other innovation-related activities arising in the project. Describe the governance structure of the network, in particular any 'governing board' or equivalent (consisting of high level representatives of the participating organisations) or any scientific council. If the addition of contractors during the lifetime of the project is foreseen, describe how the management structure will adapt for this. If competitive calls are foreseen, describe the procedures for publishing and evaluating the calls. This material is based on section B.7 of the proposal.

9. Detailed joint programme of activities (JPA) – first 18 months:

This section describes in detail the work planned to be carried out in the first 18 months of the project. The description is based on section B.8 of the proposal but with more details.

An introduction should explain the structure of this 18-months detailed joint programme of activities and how the plan will lead the participants to achieve the objectives aimed for by that time. It should also identify significant risks/obstacles and contingency plans for these. The JPA must be broken down into work packages (WPs) which should follow the logical phases of the project during this period. Each work package must be linked to one (and only one) of the activity types described above in point 6.A, and include a specific work package for management of the project and for the assessment of progress and results. The planning should be sufficiently detailed to justify the proposed effort and allow progress monitoring by the Commission.

Essential elements of the detailed plan are:

9.1 Introduction - general description and milestones: The general description should describe the specific objectives and milestones for the first 18 months and explain how the workplan will lead the participants to achieve the objectives of this phase of the project. The timing of the milestones should be chosen in a way as suggested above for the whole duration of the project.

9.2 Planning and timetable: Include a graphic representation e.g. GANTT chart or similar of the planning, resources and timing of the work packages for the first 18 months. Timing should be relative, expressed in months (e.g. project month 3, project month 17 etc.). Month 1 is the operative start date of your contract.

9.3 Graphical presentation of work packages: Include a graphic representation of the work packages and/or tasks showing their interdependencies e.g. PERT chart or similar.

9.4 Work package list/overview: The project work should be divided into a number of discrete elements or “work packages”. Each work package must relate to one (and only one) specific activity as described above in section 6. Large, long-duration work packages make the job of monitoring technical progress difficult - they should be avoided. For the work package list, use the form, which was made for proposal submission. A template for this list is appended (Appendix 1).

9.5 Deliverables list: Keeping in mind that the project's main deliverable is durable integration of the participants' activities, include a tabular listing of deliverables indicating deliverable number, deliverable title, work package reference number, security rating of deliverable, date to be delivered to Commission.

This is an extended version of the form that was made for proposal submission. A template for this table is appended (see Appendix 1).

Each significant element of the project work should conclude with a “deliverable” which is the concrete output and evidence of the work. Lengthy or complex work packages may require the production of several deliverables over the duration of the work package.

A deliverable may be a report, or an action such as the holding of a conference or demonstration, the development of a new research tool for all the participants, the elaboration of a joint training programme, the publication of a book, the completion of a specification etc. . Where a deliverable is not a report, but is instead some form of action, nonetheless some written reporting is helpful to act as a record of the work (e.g. for a conference, a collection of papers presented; etc.).

All reports are sent to the Commission via the coordinator, under the responsibility of the consortium, which must exercise a quality control function. As deliverables provide to the Commission valuable information on the progress of the work, a regular schedule should be planned (i.e. no lengthy gaps). As the Sixth Framework Programme is publicly funded, a reasonable number of non-confidential deliverables suitable for publication should be foreseen. Do not include in the list the periodic management reports, which the Commission requires, since these are standard for all projects and may include confidential information. A non-confidential summary of such reports could be included in the list of publishable reports.

A review of your proposed deliverables list will be one of the key elements of the negotiation (further details on optional and mandatory deliverables are given in Appendix 2 of this document).

9.6 Work package descriptions: Each work package should be a major sub-division of the proposed project and should also have a verifiable end-point (normally a deliverable or an important milestone in the overall project).

Make one description per work package. Be precise, quantified, clear and direct in these description, avoid vague and imprecise language.

Use the format which was made for proposal submission, but slightly extended (refer to template in Appendix 1).

10. Project resources and estimation of incurred eligible costs

This section describes the resources in the form of an overview of the indicative efforts needed for carrying out the JPA, and provides also a description of the major cost items that are foreseen for implementing the project's JPA. The description is based on section B.9 of the proposal. Make sure that the total eligible costs of the JPA will be higher than the grant for integration requested as resulting from the application of the conversion table to the number of researchers constituting the participants' research capacities.

10.1 Efforts for the full duration of the project: Include here the Network Effort Form 1 (template is given in Appendix 1) which shows the indicative person-months per participant

associated with each activity for the full duration of the project, as identified in the sections above.

10.2 Efforts for the first 18 months: Include here the Network Effort Form 2 (template is given in Appendix 1), which shows the indicative person-months per participant associated with each activity for the first 18 months of the project, as identified in the sections above.

10.3 EC contribution for the full duration of the project: Include here a copy of the **A3.2** form from the CPFs (the number of researchers and doctoral students involved in the project - for the whole duration), and the **A3.1** form which shows the distribution of the EC contribution over the full duration of the project.

10.4 Project management level description of resources and grant.

Explain and substantiate here (in free format) the resources needed to carry out the joint programme of activities (personnel, equipment, travels...) for each of the contractors. The description should show that the network's JPA will mobilise the resources necessary to carry out the work, both for (i) the overall duration and (ii) the first 18 months period. It should also provide evidence that the estimated eligible costs are at the level or exceeding the requested EC contribution. The template tables in sections 7.11 and 7.10 are to be used to estimate the incurred eligible costs during the full duration and the first 18 months. Copies of the filled tables 7.11 and 7.10 are to be included in this section of Annex 1.

11. Ethical issues

If there are ethical issues associated with a project, the proposers must describe how these will be dealt with in Annex I. This section is based on section B.10.1 of the proposal.

The description should take full account of the recommendations the proposers have received in the Ethical review report. This section must describe how these recommendations are implemented by the consortium. This can be either in individual work packages or in general.

12. Other issues (optional)

Describe any other considerations relevant to the execution of the work (e.g. participation in clusters of research projects, co-operation agreements etc.).

5.3. Documents appended to Annex I

Appended to Annex I should be:

Appendix A - Consortium description / Excellence of Participants

A.1 Participants and consortium: Describe the participants in the project, including the role(s) of any participants which are not yet identified and for whom tasks have been identified in Annex I, and the main tasks attributed to them. Describe how the participants are individually currently doing excellent research relevant to the research topic of the project or are capable of important contributions to the joint programme of activities. Explain how they are suited to the roles in the JPA which are assigned to them. Describe how the participants collectively constitute a consortium capable of achieving the project objectives, and how they are suited and are committed to the tasks assigned to them. Give an outline of the complementarity between participants. Describe how the opportunity of involving SMEs has been addressed.

Include a **short description of each of the participating organisations**, on no more than one page per organisation, showing the expertise of the organisation.

Provide for each network member (participant) a **full list of the names of the researchers and doctoral students whose work is going to be integrated**. Use the template provided in Appendix 1

Insert for each network member (participant) short (max. ten lines) CVs of the key persons to be involved, indicating relevant experience. If the named key persons do not in fact take part in the work, or are substituted by other persons without the knowledge of the Commission, this could be seen as contractors not fulfilling their obligations towards the technical quality of the work. This could lead to a more in-depth review of the project

A.2 Sub-contracting: If any part of the work is foreseen to be sub-contracted by a participant, describe the work involved and explain why a sub-contract approach has been chosen for it and how the tender will be performed.

A.3 Third parties: If any part of the work is foreseen to be carried out using financial resources or resources in kind provided by third parties, identify and describe these third parties and their relation to the respective contractors.

A.4 Competitive calls: If any calls for new contractors are planned, describe the timing, purpose, scope and procedure for publication and evaluation of the call.

A.5 Funding of third country participants: If participants established outside of the EU Member and Associated states or INCO target countries request funding, explain in terms of the project's objectives why such funding is necessary for these participants and describe the importance of their contribution to the project. Take note that the researchers constituting the research capacities of those participants will only be taken into consideration for the "headcount" when these participants are eligible for Community funding.

This section is based on section B.5 of the original proposal and the forms A3.1 and A3.2 of the CPFs.

6. Contract management

For the follow-up and monitoring of your 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 your 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 contract management, cost statements or legal matters may be handled by specialist staff within the Commission, who communicate directly with the Project Officer(s) or the coordinator.

6.1. Project Fact Sheet

As the FP6 programmes are publicly funded, 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 CPFs, forming part of a "Project Fact Sheet" of non-confidential information such as project acronym, objectives, project summary, project participants, Community funding etc. It also includes contact details for the project coordinator.

As this Project Fact Sheet is prepared by the Commission, no additional input is required from the project participants, though by arrangement with the negotiating Project Officer the project may substitute a revised version of their A1 and A2 text specifically for the Fact Sheet.

(Note: This Project Fact Sheet is distinct from the project's own optional Project Presentation described in Appendix 2).

6.2. Periodic Reports

According to the contract the project is divided into reporting periods (for Networks of Excellence the periodicity will be 12 months). For the contractually defined reporting periods the coordinator will be required to supply reports (e.g. Periodic Activity Reports, Periodic Management Reports, etc in accordance with Article 7 of Annex II to the contract) for providing information about the reporting period and also plans for the next 18 months. This reporting needs to include an overview of the activities carried out in the period, a description of progress towards the objectives, notably durable integration of the participants' research activities, and the milestones, and deliverables foreseen, the identification of problems encountered and corrective actions taken. An updated plan for 'using and disseminating knowledge' shall be included as a separate part of the report. The mandatory periodic reports also need to include information and justification about the resources used/deployed by each contractor, linking them to the activities implemented and justifying their necessity¹². At the end of the first reporting period a "science and society" reporting questionnaire, a socio-economic reporting questionnaire, and a questionnaire on the implementation of the gender action plan will have to be filled in.

If considered necessary, the submission of supplementary reports may be required during the negotiation phase (e.g. short monthly or quarterly managerial reports needed for project monitoring purposes by the Commission).

¹² Guidance and instructions to assist the consortium in preparing the reports and deliverables which are to be submitted by the project coordinator on behalf of the consortium are available on CORDIS at <http://www.cordis.lu/fp6/find-doc.htm#reporting>. The 'Project reporting in FP6 - Guidance notes' also describe the procedures for the submission of the reports to the Commission and contain brief explanations of the review procedure.

6.3. Annual Project Review

Based on the above-mentioned reports, and possibly also with the support of presentations made by consortium members, the Commission will conduct annual reviews of project progress with the assistance of independent experts. The positive conclusion of the annual review, notably regarding progress towards durable integration of the participants' activities, will determine the payment of the annual grant. In the event where the network fails the annual review, the Commission may decide to suspend the project pending corrective action or to terminate the contract. It may also offer the consortium the choice between (i) immediate termination of the contract or (ii) the continuation of the activities for one more year without any further Community pre-financing and without any finalisation of payment of the Community financial contribution in respect of the previous period. If the consortium chooses the second option, at the end of this further period, the Commission shall arrange a new review. If this time the conclusion is positive, the Commission shall pay the Community financial contribution for both previous periods and the contract will continue as if the suspension of pre-financing had not taken place. If the project again fails the review, the Commission shall terminate the contract.

The annual review may also lead the consortium or the Commission to require changes to the joint programme of activities or to other aspects of Annex I. The consortium will in that case be required to submit a revised joint programme of activities and/or to revise other concerned parts of Annex I.

Continuous project monitoring

The coordinator should be able to supply on reasonable notice a brief report detailing the progress of the work, any problems encountered and actual versus planned expenditure (of money and manpower).

The FP6 Thematic Priorities or a smaller/broader component of the Framework Programme may also from time to time convene meetings¹³ for some or all of its participating projects. Relevant members of the consortium would be expected to attend.

Both of these arrangements may be formalised into a regular process of supplementary reports and concertation activity by the Thematic Priority / activity concerned, and text concerning this would be incorporated as part of Annex I.

6.4. Final Reports

Final reports, as provided for in the model contract, should be prepared.

In addition, a summary final report suitable for publication, covering all the work, objectives, results and conclusion, should be provided. The final reports should include sufficient information on new developments to enable third parties in the Member States and Associated States to become aware of opportunities to request a licence for the technology developed within the project, if appropriate. A detailed format for the Final Report will be provided before the conclusion of the project by the programme.

In case the consortium needs to provide confidential information so as to give a more complete picture of the work, this may by arrangement with the Commission be given in a confidential annex, or in a non-public version of the report.

¹³ Most frequently in Brussels/Luxembourg (depending on the location from which the Priority is managed)

6.5. Plan for using and disseminating knowledge

In their Annex I Networks of Excellence must provide a plan for using and disseminating knowledge, which is to be maintained through the lifetime of the project. They must also provide with their Final Report a Final plan for using and disseminating knowledge, which shall indicate all potential knowledge created and further research and exploitation intentions, including a timetable for exploitation.

Some more details on this mandatory plan are given in Appendix 2 to these guidance notes. A detailed format for the Plan for using and disseminating knowledge will be provided in the project management guidance notes. It will consist of certain sections in the public domain, which will permit the Commission to show the positive results and Community added-value of the work funded, while other sections will be confidential and will be treated as such by the Commission.

6.6. Financial statements

Contractors, via the coordinator, will be required to submit financial statements indicating the costs incurred during the course of the work, and certified by an independent auditor. The frequency and format of this is defined in the contract. For Networks of Excellence these certificates are required annually. The Commission will make payments provided that the financial statements from all the participants indicate total eligible costs incurred that are at least equal to the Community funding already paid (and provided that the annual review was successful as explained above under 6.3).

6.7. Actions against fraud

The Commission is alert to fraudulent financial statements and for failure on the consortium's side to contribute matching funds, where and when required.

The Commission is also concerned to verify accounting practices and methods for recording resource consumption and cost, and actual technical contributions and their conformity with the Annex I "Description of Work"

These matters will be the subjects of regular checks, both in cases where suspicion is aroused and on a random basis. These checks may take any form, up to and including visits to contractors' premises and audits of their accounting systems.

7. Appendix 1 - Templates

7.1. Template: Title page

**SIXTH FRAMEWORK PROGRAMME
PRIORITY 2
Information Society Technologies IST**



Contract for:

NETWORK OF EXCELLENCE

Annex I - "Description of Work"

Project acronym:

Project full title:

Proposal/Contract no.:

Related to other Contract no.: *(to be completed by Commission)*

Date of preparation of Annex I:

Start date of contract: *(to be completed by Commission)*

7.2. Template: Table of Contents

Table of Contents *(should include page numbering)*

- 1. Project summary**
- 2. Project objective(s)**
- 3. Participant list**
- 4. Relevance to the objectives of the specific programme and / or thematic**
- 5. Potential Impact**
 - 5.1 Contributions to standards, if appropriate**
 - 5.2 Contribution to policy developments**
 - 5.3 Risk assessment and related communication strategy**
- 6. Outline joint programme of activities (JPA) - for the full duration of the project**
 - 6.A Activities**
 - 6.1 Integrating activities**
 - 6.2 Programme for jointly executed research activities**
 - 6.3 Spreading of excellence activities**
 - 6.4 Management of the Consortium activities**
 - 6.B Plans**
 - 6.5 Plan for using and disseminating knowledge**
 - 6.6 Gender Action Plan**
 - 6.7 Raising public participation and awareness**
 - 6.C Milestones**
 - 6.8 Major Milestones over full duration of the action**
- 7. Quality of integration and performance indicators**
- 8. Project organisation, management and governance structure**
- 9. Detailed joint programme of activities (JPA) – first 18 months**
 - 9.1 Introduction - general description and milestones**
 - 9.2 Planning and timetable**
 - 9.3 Graphical presentation of work packages**
 - 9.4 Work package list /overview**
 - 9.5 Deliverables list**
 - 9.6 Work package descriptions**
- 10. Project resources and estimation of incurred eligible costs**
 - 10.1 Indicative Efforts full duration (Network Efforts Form 1 - see Appendix 1)**
 - 10.2 Indicative Efforts first 18 months (Network Efforts Form 2 - see Appendix 1)**
 - 10.3 EC contribution full duration (Forms A3.1 and A3.2 from CPFs)**
 - 10.4 Project management level description of resources and grant (incl. tables with cost estimates for full duration and for first 18 months - see Appendix 1 for forms)**
- 11. Ethical Issues**
- 12. Other issues (optional)**
- Appendix A - Consortium description**
 - A.1 Participants and Consortium**
 - A.2 Sub-contracting**
 - A.3 Third parties**
 - A.4 Competitive calls**
 - A.5 Third country participants**

7.3. Template: List of Participants

List of Participants

Particip. Role*	Partic. Number	Participant name	Participant short name	Country	Date enter project**	Date exit project**

*CO = Coordinator
CR = Contractor

** Normally insert “month 1 (start of project)” and “month n (end of project)”
These columns are needed for possible later contract revisions caused by joining/leaving participants

7.4. Template: Work package list

Work package list
Joint programme of activities (18 months period month xx - yy)

Work package No ¹⁴	Work package title	Lead contractor No ¹⁵	Person-months ¹⁶	Start month ¹⁷	End month ¹⁸	Deliverable No ¹⁹
	TOTAL					

¹⁴ Work package number: WP 1 – WP n.

¹⁵ Number of the contractor 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 0 marking the start of the project, and all other start dates being relative to this start date.

¹⁸ Relative end date, month 0 marking the start of the project, and all ends dates being relative to this start date.

¹⁹ Deliverable number: Number for the deliverable(s)/result(s) mentioned in the work package: D1 - Dn.

7.5. Template: Deliverables List

Deliverables list
Joint programme of activities (18 months period, month xx - yy)

Del. no. ²⁰	Deliverable name	WP no.	Lead participant	Estimated indicative person months	Nature ²¹	Dissemination level ²²	Delivery date ²³ (proj. month)
TOTAL							

²⁰ Deliverable numbers in order of delivery dates: D1 – Dn

²¹ Please indicate the nature of the deliverable using one of the following codes:

R = Report

P = Prototype

D = Demonstrator

O = Other

²² Please indicate the dissemination level using one of the following codes:

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).

²³ Month in which the deliverables will be available. Month 1 marking the start of the project, and all delivery dates being relative to this start date.

7.6. Template: Network Effort Form 1 - Full duration of project

Network Effort Form 1²⁴ - Indicative efforts for full duration of project

Project Number (acronym) -

<i>Network Activity Type</i>	Joint Programme of Activities²⁵			Consortium Management activities	TOTAL per PARTICIPANT
	Integrating Activities ²⁶	Jointly executed research activities ³	Spreading of Excellence activities ³		
Participant 1 short name					
Participant 2 short name					
Participant 3 short name					
Participant 4 short name					
Etc.					
.....					
TOTAL per ACTIVITY Type					
Overall TOTAL efforts					

²⁴ Indicate effort in person months

²⁵ 'other specific activities' according to Article II.25 of Annex II to the contract

²⁶ except management of the consortium activities

7.7. Template: Network Effort Form 2 - 18 months period

Network Effort Form 2²⁷ - 18 months period, month xx - yy

Project Number (acronym) -

	Participant 1 short name	Participant 2 short name	Participant 3 short name	Participant 4 Short name	Participant 5 short name	etc	TOTAL ACTIVITIES
Joint Programme of Activities ²⁸							
Integrating activities ²⁹							
WP name							
WP name							
WP name							
....							
Jointly executed research activities ⁵							
WP name							
WP name							
....							
Spreading of Excellence activities ³							
WP name							
WP name							
TOTAL JPA							
Consortium Management Activities							
WP name							
WP name							
...							
TOTAL Cons. Management							
TOTAL per PARTICIPANT							
Overall TOTAL EFFORTS							

²⁷ Indicate effort in person months

²⁸ 'other specific activities' according to Article II.25 of Annex II to the contract

²⁹ except management of the consortium activities

7.8. Template: Work package description (18 months JPA)

Work package description (18 months period, month xx - yy)

Work package number		Start date or starting event:						
Activity Type³⁰								
Participant id								
Person-months per participant:								

Objectives

Description of work

Deliverables

Milestones³¹ and expected result

³⁰ For Networks of Excellence each WP must relate to one (and only one) of the following two possible Activity Types: 'Other specific activities' (which include Integrating Activities, Jointly Executed Research Activities, Spreading of Excellence Activities), and 'Management of the Consortium Activities'

³¹ 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 concerning which of several technologies will be adopted as the basis for the next phase of the project.

Notes for establishing the Lists of Researchers and Doctoral Students:

For a Network of Excellence, the **researchers** that the participants intend to integrate must meet the following requirements

- **“researchers”**: means research staff with at least four years of research experience or those in possession of a doctoral degree. Additionally, a “researcher” must either be an employee of one of the contractors or be working under its direct management authority in the frame of a formal agreement between the contractor and that researcher’s employer;
- “researchers” that both (a) are identifiable by name at the time of the deadline for the submission to the Commission of the original proposal for this network of excellence and (b) constitute the research capacities of the contractors within the frame of the then proposed network of excellence;
- this initial set of names must be auditable.

For a Network of Excellence, the **doctoral students** involved must meet the following requirements

- **“doctoral students”**: means students who are enrolled on a recognised course of doctoral studies run by one of the contractors and who do not meet the conditions to be considered as a “researcher”;
- “doctoral students” that are both (a) identifiable by name at the time of the deadline for the submission to the Commission of the original proposal for this network of excellence and (b) engaged on research activities within the frame of then proposed network of excellence;
- this initial set of names must be auditable.

7.10. Template: Estimation of incurred eligible costs – for whole duration – Mandatory*

Particip ant n°	Particip ant short name	Cost model used	Estimated eligible incurred costs for implementing JPA (whole duration of project)		Estimation of incurred eligible costs			Total receipts
					Joint Programme of Activities ³⁶ (1)	Consortium Management Activities (2)	Total (3)=(1)+(2)	
			Eligible costs	Direct costs (a)				
				of which subcontracting				
				Indirect costs (b)				
				Total eligible costs (a)+(b)				
				Requested EC contribution				
			Eligible costs	Direct costs (a)				
				of which subcontracting				
				Indirect costs (b)				
				Total eligible costs (a)+(b)				
				Requested EC contribution				
			Eligible costs	Direct costs (a)				
				of which subcontracting				
				Indirect costs (b)				
				Total eligible costs (a)+(b)				
				Requested EC contribution				
			Eligible costs	Direct costs (a)				
				of which subcontracting				
				Indirect costs (b)				
				Total eligible costs (a)+(b)				
				Requested EC contribution				
TOTAL (for whole duration)			Eligible costs					
			Requested EC contribution					

³⁶ 'other specific activities' according to Article II.25 of Annex II to the contract: JPA, except management of the consortium activities

7.11. Template: Estimation of incurred eligible costs –18 months period, month xx-yy – Mandatory*

Particip ant n°	Particip ant short name	Cost model used	Estimated incurred eligible costs (detailed JPA for months 1-18)		Estimation of incurred eligible costs			Total receipts Month 1-18
					Joint Programme of Activities ³⁷ (1) Month 1-18	Consortium Management Activities (2) Month 1-18	Total (3)=(1)+(2) Month 1-18	
			Eligible costs	<i>Direct costs (a)</i>				
				<i>of which subcontracting</i>				
				<i>Indirect costs (b)</i>				
				<i>Total eligible costs (a)+(b)</i>				
			Requested	EC contribution				
			Eligible costs	<i>Direct costs (a)</i>				
				<i>of which subcontracting</i>				
				<i>Indirect costs (b)</i>				
				<i>Total eligible costs (a)+(b)</i>				
			Requested	EC contribution				
			Eligible costs	<i>Direct costs (a)</i>				
				<i>of which subcontracting</i>				
				<i>Indirect costs (b)</i>				
				<i>Total eligible costs (a)+(b)</i>				
			Requested	EC contribution				
			Eligible costs	<i>Direct costs (a)</i>				
				<i>of which subcontracting</i>				
				<i>Indirect costs (b)</i>				
				<i>Total eligible costs (a)+(b)</i>				
			Requested	EC contribution				
TOTAL (for months 1-18)			Eligible costs					
			Requested	EC contribution				

³⁷ 'other specific activities' according to Article II.25 of Annex II to the contract: JPA, except management of the consortium activities

***NOTES** to the Estimation of incurred eligible cost tables:

The tables will form part of Annex I, and will be used during the negotiations to establish the size of the grant.

Requested grant and cost models

The size of the **Community grant** requested for a network of excellence should take into account the cost model applicable to each participant and the costs expected to be incurred for the different activities. For the purpose of contract negotiation it is important to establish that the costs that will eventually be claimed by the participants in the network are larger than the grant. To establish these costs, direct and indirect costs as well as receipts to the project have to be broken down by type of activity and by participant. There are no pre-defined cost categories. In establishing their estimation of incurred eligible costs participants should follow their own accounting rules.

Maximum contributions by activity type as percentage of the respective costs are as follows:

	Maximum grant as percentage of full costs (participants applying the FC or FCF model)	Maximum grant as percentage of additional costs (participants applying the AC model)
Other specific activities (For NoEs: Activities for carrying out the JPA)	100%	100%
Management of Consortium activities (further details see below)	100% (up to a maximum percentage of 7% of the Community contribution)	100% (up to a maximum percentage of 7% of the Community contribution)

The **cost models** to be applied by the participants are:

FC: a full-cost model in which all actual eligible direct and actual eligible indirect costs may be charged to the contract;

FCF: a simplified variant of the full-cost model, in which all actual eligible direct costs may be charged to the contract, together with a flat rate for indirect costs. This flat rate is equal to 20% of all direct eligible costs minus the costs of subcontracts.;

AC: an additional-cost model, covering all eligible direct costs that are additional to the recurring costs of a participant (with the exception of consortium management for which recurring costs would also be eligible), together with a flat rate for indirect costs. This flat rate is equal to 20% of all direct additional costs minus the costs of subcontracts.

Which cost model to use

Which cost model to use depends on the type of legal entity concerned and the accounting system:

Cost model	Who can use it ?
FC	- All legal entities except physical persons
FCF	- Non-commercial or non-profit organisations - International organisations (like CERN, ESA, EMBL) - Small or Medium-Sized Enterprises (SMEs)
AC	- Physical persons (only cost model open to physical persons) - Only non-commercial or non-profit organisations or international organisations not having an accounting system allowing to distinguish the share of their direct and indirect costs

Each contractor shall apply the same cost-reporting model in all contracts established under the Sixth Framework Programme. As a derogation to this principle:

any legal entity, which is eligible to opt for the AC model in a first contract, can change to the FCF or the FC model in a later contract (except physical persons). If it does so, it must then use the new cost reporting model in subsequent contracts;

any legal entity, which is eligible to opt for the FCF model in a first contract, can change to the FC model in a later contract. If it does so, it must then use the new cost-reporting model in subsequent contracts.

Eligible costs

Eligible costs for FP6 contracts must be:

actual, economic and necessary for the implementation of the project;

determined in accordance with the usual accounting principles of the contractor;

incurred during the duration of the project (*except for the costs incurred in drawing up the final reports, which may be incurred during the period of up to 45 calendar days after the end of the project or the date of termination whichever is earlier*);

recorded in the accounts of the contractors (or third parties where third party resources have been agreed). They exclude indirect taxes, interest, provisions for future losses or charges, exchange losses, costs related to other Community projects, return on capital, debt and debt service charges, excessive and reckless expenses and any cost which does not meet the criteria in the first four bullets.

Receipts

For determining the Community financial contribution, not only costs but also the following three kinds of receipts to the project have to be taken into account:

Financial transfers or their equivalent from third parties that are made specifically to co-finance the project or a resource used by the contractor in the project (not if their use is at the management discretion of the contractor)
Contributions in kind from third parties, if they are contributed specifically for the use on the project (not if their use is at the management discretion of the contractor)
Income generated by the project (except income generated by the use of knowledge created in the project)

Participants using the additional cost model (AC):

only charge their additional direct eligible costs that are not covered by any other contribution (financial contributions or contributions in kind) by third parties

only declare their receipts taking the form of income generated by the project itself.

Details are explained in the FP6 model contract (Annex II, article 23, see http://europa.eu.int/comm/research/fp6/working-groups/model-contract/index_en.html) and in the FP6 Financial Guidelines (see http://europa.eu.int/comm/research/fp6/working-groups/model-contract/index_en.html).

JPA activities

These activities are explained in details in the sections on the description of the JPA above.

Consortium management activities

Projects will require particular attention by the consortium to overall management and co-ordination issues. Over and above the technical management of individual work packages, an appropriate management framework linking together all the project components and maintaining communications with the Commission will be needed. Depending on the size and scope of a project, a specially constituted management team with dedicated staff covering a range of skills may need to be set up.

Consortium management activities include:

obtaining audit certificates by each of the contractors.

implementation of competitive calls by the consortium for the participation of new contractors, in accordance with the provisions of the contract.

maintenance of the consortium agreement if it is obligatory

obtaining any financial security such as bank guarantees when requested by the Commission ;

any other management activities at the consortium level not covered by any other activity, such as:

- coordination of the technical activities of the project;
 - the overall legal, contractual, ethical, financial and administrative management;
 - coordination of knowledge management and other innovation-related activities;
 - overseeing the promotion of gender equality in the project;
 - overseeing science and society issues related to the research activities conducted within the project;
- any other management activities foreseen by the annexes of the contract.

8. Appendix 2 Optional/mandatory Deliverables

Optional deliverables

All projects are encouraged to include in their deliverables list of the first 18 months period a **Project Presentation**, covering the items described in Appendix 2 of this document.

Compulsory deliverables

All Networks of excellence are **obliged** to include in their deliverables list, for the period when applicable, a Final **Plan for using and disseminating knowledge**.

At the end of the project, the consortium must **report** on the **implementation** of the **Gender Action Plan**.

It must also report at the end on actions taken to **raise public participation and awareness**.

8.1. Optional deliverables

Project Presentation

The project should prepare and publish a brief project presentation in English (and other language version if wished) of approximately two to three pages under the following headings:

- Contract number
- Project acronym
- Project name
- Priority /Priority Component (e.g. Strategic Objective, etc.)
- Project logo (if any)
- List of participants (organisation name, country)

Commission funding requested (€) / Please take note that, when taking into account aspects such as the characteristics of the field of research concerned, the consortium may request a lower grant for integration than that resulting from the method described in Annex III to the contract.

- Project main goal(s)
- Key issues
- Technical approach
- Expected achievements/impact
- Coordinator contact details

The description may freely re-use material included in Annex I. It should be written in a style which is accessible to the non-specialist, avoiding technical language, mathematical formulae and acronyms as much as possible. The inclusion of photos, diagrams and other illustrative material is welcome. The text should always clearly indicate that the work takes place with the financial support of the European Community and identify the Specific Research Programme.

Publication should be via the World Wide Web, additional media may be agreed with the Project Officer. The project should be able to supply a reasonable quantity of printed material for distribution by the Commission if requested.

The deliverable should normally be foreseen between project months 3-6.

This optional deliverable is distinct from the basic project Fact Sheet, which the Commission will prepare for all projects based on data from the Contract Preparation Forms.

Note that Article 12 of the general conditions (Annex II) of the contract - and equivalent articles for other types of contract - sets out the general rules concerning publicity and communications concerning a project which must be adhered to.

8.2. Obligatory deliverables for Networks of excellence

Final Plan for using and disseminating knowledge

The Plan for using and disseminating knowledge is maintained through the duration of the action. Updates of the initial plan shall be included as separate part of the periodic activity reports. The final Plan for using and disseminating knowledge will describe the participants' actual achievements in dissemination and their plans at that time for the exploitation of their results. It will, where appropriate refer back to the interim versions of the Plan for using and disseminating knowledge, indicating how the foreseen activities actually took place, or were modified in the light of circumstances, or where indeed other actions and measures, initially unplanned, were introduced.³⁸ It should be expressed as much as possible in concrete terms, for example the dissemination strategies, the target groups and the strategic impact of the project in terms of strengthening European excellence through the tackling of fragmentation of the existing research capacities in the field concerned.

The production of the Plan for using and disseminating knowledge forms an important part of the project work and it will be examined closely by the Project Officer. If he/she is not satisfied that the consortium has developed adequate plans to disseminate the results of their work, and has (even if only in broad outline at this point) concrete plans for exploitation of products, services, innovations (when appropriate) etc. which the project is developing, and/or future research possibilities relating to the results, he/she will initiate a strategic review which could lead to the early termination of the project.

Report on the Gender Action Plan (GAP)

In the final report the consortium will describe the results of the GAP implementation, an analysis of its impact and relevance, and make recommendations for further action. The content of this report will be made public by the Commission.

Report on raising public participation and awareness

Projects have to demonstrate the extent to which actors beyond the research community have been involved to help spread awareness and to explore the wider societal implications of the proposed work.

³⁸ A detailed structure for the Final Plan for using and disseminating knowledge will be supplied by the Commission.

9. Appendix 3 – Negotiation of ethical issues

General introduction

If there are ethical issues associated with a project the proposers must describe how these will be dealt with in Annex I.

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, experimentation with animals, genetic information etc. (see “crucial information for proposers” on http://europa.eu.int/comm/research/sciencesociety/ethics/ethics_en.html). Project proposals with serious ethical issues 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, contract negotiation can not be concluded without taking full account of the ethical review report which should also form part of the technical annex to the contract.

Ethical review within FP6 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 adequately address these. This is particularly important for new and developing areas of research and technology (Genomics, IT and Nanotechnology 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 ethical review will have been carried out and the Ethical Review Report (ERR) will be available by the time contract negotiations begin. However, for some proposals requiring ethical review this may not be the case. In this event the co-ordinator 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.

If the proposal contravenes the fundamental ethical rules of FP6 and this is unable to be resolved, the project may be stopped at any point in the evaluation/negotiation process³⁹.

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

³⁹ REGULATION (EC) No 2321/2002 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 16 December 2002 concerning the rules for the participation of undertakings, research centres and universities in, and for the dissemination of research results for, the implementation of the European Community Sixth Framework Programme (2002-2006), article 10, 5

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 annual report should devote a section to describing the handling of the ethical aspects of the project.

The Ethical Review Report in Contract Negotiation

The ethical review report has four elements that have to be taken into account in the negotiation of Annex I.

Requirements

These conditions have been identified as necessary in order to fulfil FP6 ethical rules. The requirements will refer to the individual WPs 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 co-ordinator has to certify that this has been received before the start of the related research activities.

If other requirements have been identified the annual report will have to report on these issues.

Recommendations

Recommendations from the ER panel for improving the ethical soundness of the project should be subject to the negotiation process.

Reporting Obligations

Identifies any further information required to confirm or clarify the handling of ethical aspects of the research and issues to be followed in the annual reports.

Follow Up

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

10. Appendix 4 – Subcontracting in FP6

What subcontracting may be carried out under FP6 projects and when?

The EC model contract indicates that “Contractors shall ensure that the work to be performed, as identified in Annex I, can be carried out by them. However, where it is necessary to subcontract certain elements of the work to be carried out, this should be clearly identified in Annex I. **During the implementation of the project, contractors may subcontract other minor services, which do not represent core elements of the project work**, which cannot be directly assumed by them and where this proves necessary for the performance of their work under the project”. Project management is always a core element of the project and may not be the subject of a subcontract (except for minor administrative aspects and audit certificates). Coordination tasks of the coordinator are also core tasks and cannot be subcontracted.

For tasks to be identified in Annex I of the EC contract it is the work to be performed by a subcontractor, not the subcontractor that has to be identified in Annex I except where the subcontractors have already been identified following the procedures described below..

If the tasks to be subcontracted meet the requirements (i.e. minor services that are not core elements but necessary to carry out the project work, which cannot be directly assumed by the contractor) then the tasks can be subcontracted. The monetary value of the services is normally not sufficient to determine whether these conditions are met. As a general rule, subcontracting does not occur between contractors.

What are the conditions under which subcontracting may be carried out under FP6 projects?

Article II.6.2 of Annex II to the model contract requires contractors to ensure that transparent bidding procedures are used before selecting a subcontractor.

“Any *subcontract*, the costs of which are to be claimed as an eligible cost, must be awarded to the bid offering best value for money (best price-quality ratio), under conditions of transparency and equal treatment.”

However, this does not mean that a full tendering procedure has to be launched for every subcontract. Many companies have framework agreements with a subcontractor to carry out routine and repetitive tasks. Usually these framework agreements have been established on the basis of competitive tendering principles, therefore individual subcontracts can be entered into in the context of these agreements to carry out tasks necessary for implementing the EC project. Public entities must follow the procurement principles established by their national authorities⁴⁰. Also subcontracting cannot be used to avoid the rules for participation (ie to

⁴⁰ **For public entities**, the award procedure must comply with any national legislation applicable to them. For subcontracts exceeding certain amounts, the Directive on public procurement of services applies and the publication of a call for tenders is mandatory. For subcontracts below those thresholds, the contractor should follow internal procedures, assuming that they comply with the terms of the EC contract.

provide financing to a legal entity that would not otherwise have been eligible for funding under the Framework Programme.

What other conditions does the contractor have to meet when subcontracting?

The contractor remains responsible for all its rights and obligations under the EC contract, also for the tasks carried out by a subcontractor. The contractor must ensure that the intellectual property that may be generated by a subcontractor reverts to the contractor so that it can meet its obligations under the EC contract. In addition, the EC contract requires that the contractor impose a certain number of conditions in its subcontract with the subcontractor, these include aspects relating to audits by the Commission and the Court of Auditors etc.

What rights and obligations does a subcontractor have?

A subcontractor is paid in full for its contribution made to a project by the contractor with whom it has a subcontract. The work that a subcontractor carries out under the project belongs to the contractor in the EC contract. A subcontractor has no rights or obligations vis-à-vis the Commission or the other contractors to the EC contract as it is a third party. However, as mentioned above, the contractor must ensure that the subcontractor can be audited by the Commission or the Court of Auditors.

Is a freelance expert a subcontractor or a temporary employee?

The use of freelance experts either as in-house consultants or as external consultants may be considered to be subcontracts or a form of personnel costs depending on the terms and conditions of the agreement between the expert and the contractor.

Subcontracting vs. third party resources

Where there is a direct contract between "A" and "B" that involves provision of a service at a price (usually including profit and based on the required subcontracting provisions of the contract) this will be considered as a subcontract. Where B provides a contribution to A to perform work under the project based on a prior agreement and at cost (i.e. without profit) this could be considered to be the contribution of a third party resource. Such third party resources may be considered to be eligible costs of the project in certain circumstances.

Subcontracting vs. durable equipment / consumables

Sometimes the purchase of equipment or consumables is associated with the provision of a service. Depending on the nature of the services provided, they may be considered subcontracts or part of the equipment purchase. If the service is part of the "package" of equipment purchase then it will be considered to be part of the equipment purchase.

Private legal entities follow their internal rules which they apply for the normal selection of procurement contracts (typically a minimum of three offers). The publication of a call for tenders is normally not necessary for private legal entities.

At the request of the Commission and especially in the event of an audit, contractors must be able to demonstrate that they have respected the conditions of transparency and equal treatment in selecting a subcontractor. The selection criteria must be based on the best value for money given the quality of the service proposed (best price-quality ratio).

Subcontracting can also include the costs of services that are not provided by the contractor itself, such as renting a room for a conference, catering for a conference, printing conference materials, etc.

Subcontracting audit certificates

The cost of providing audit certificates is a form of subcontract between the contractor and its normal external auditor (public bodies using competent public auditors within their own organisation are not subcontracting). However, because the external auditor normally will have been chosen by transparent means the provisions of the EC contract (Article II.6) will have been fulfilled.

The cost of certification may be charged as an eligible cost under the management of the consortium activity even if it may be subcontracted to an external body. VAT charged by the auditor is not an eligible cost.

An audit certificate for the subcontractor's costs is not needed. The contractor has to ensure that costs of the subcontractor are included with all its other costs. These will be covered by the contractor's audit certificate. The audit certificate will only certify that the amount paid by the contractor to the subcontractor (i.e. the price) is correct and according to the invoice.

11. Appendix 5 – Possible “BONUS” from Structural Funds for certain contractors

The Decision of the European Parliament and the Council concerning FP6 stipulates that certain contractors (legal entities established in Objective 1 Regions) participating in FP6 projects may receive an additional financial contribution from the Community via the structural funds (hereafter referred to as "bonus") to reduce the level of their own financial contribution to the FP6 project. In any case this bonus cannot duplicate FP6 funding and cannot lead to a profit.

Therefore, if the legal entity is established in an Objective 1 Region, it can start to explore the Bonus possibility already at the stage of the preparation and submission of the proposal. However, in all cases the potential eligible participant has to possess the resources either own or from third parties to carry out its tasks under the FP6 project. Therefore, when calculating the total costs of the project and when filling in the CPF A3.1, in particular the EC requested contribution and the receipts, the bonus shall be taken into account. The potential participant takes the risk of declaring the Bonus as a receipt, and finally not be granted. In this later case, it will have to look for other sources or provide the necessary amount from its own resources. This issue shall be paid special attention during the negotiation phase.

In no case their participation can be subject to the granting of this additional Community contribution, since this is a decision of the competent managing authority of the region where the potential contractor is established. It is recommendable that this potential participant from a Region Objective 1 check the ‘Bonus’ eligibility criteria at <http://www.cordis.lu/era/regions.htm>.

In brief, these are the steps to follow:

First step

The potential eligible participant should check whether it is established in a Region Objective 1 (Participant can only be from a Member State); please consult the list of the Objective 1 regions and areas receiving Objective 1 transitional support⁴¹ in the relevant Community legislation⁴²:

(i) COMMISSION DECISION of 1 July 1999 drawing up the list of regions covered by Objective 1 of the Structural Funds for the period 2000 to 2006 (notified under document number C(1999) 1770 (1999/502/EC) - available at http://europa.eu.int/comm/regional_policy/sources/docoffic/pdf/objectif1/obj1_en.pdf, and

(ii) the ACT concerning the conditions of accession of the Czech Republic, the Republic of Estonia, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Republic of Hungary, the Republic of Malta, the Republic of Poland, the Republic of

⁴¹ For an overview refer to http://europa.eu.int/comm/regional_policy/objective1/regions_en.htm ;

⁴² For the relevant Community legislation documents in different languages refer to http://europa.eu.int/comm/regional_policy/sources/docoffic/official/dec_i_en.htm

Slovenia and the Slovak Republic and the adjustments to the Treaties on which the European Union is founded; Annex II: List referred to in Article 20 of the Act of Accession, chapter 15 (Regional policy and coordination of structural instruments), p.658 - available at http://europa.eu.int/comm/regional_policy/sources/docoffic/pdf/obj1/addendum2003_en.pdf.

Second step

The potential eligible participant should check whether it is eligible for the bonus or not (a self-check against the eligibility criteria could be carried out with the help of the "questionnaire" available via <http://www.cordis.lu/era/regions.htm>).

Third step:

If the proposal is selected, and the potential contractor is eligible for the bonus, it shall contact the competent managing authority even if the negotiations have not began or not concluded yet.

Further information is available at:

http://europa.eu.int/comm/regional_policy/manage/authority/authority_en.cfm

Fourth step

If the bonus is granted by the competent managing authority, it shall be declared as a 'receipt' for the project in the appropriate "Financial Statement Form" (Form C), since the provisions of the FP6 model contract consider this complementary funding as a "receipt".

12. Appendix 6 - Negotiation checklist

The following table is designed to ensure that all information necessary to issue a contract is discussed and delivered to the Commission Services.

Although the first negotiation meeting will mainly concentrate on the Annex I “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. Indeed in some cases the Commission Project Officer will indicate in advance that he/she would like to tackle both stages of discussion in a single meeting.

CHECK LIST FOR PROJECT NEGOTIATIONS

<u>Prior to first meeting</u>	
Agree coordinator	
Agree other participants' roles	
(If not already done) Confirm need for subcontracting, [competitive calls], etc	
Establish internal consortium agreements/contracts	
Clarify each participants' cost-basis, consistent throughout FP6 (Full cost (FC), Full cost flat rate (FCF), Additional cost (AC))	
Complete first draft of Annex I and any appendices	
Complete first draft of CPFs, including bank account information	
Collect necessary supporting information for CPFs (legal information) Be also aware that the negotiation also aims at verifying that the joint programme of activities will allow the participants to incur eligible costs for implementation that are at least equal to the Community grant received (and at the end of the funding period higher than the total grant)	
Dispatch Annex I and CPFs to Commission Project Officer	

<u>Meeting</u>	
Discuss issues in draft Annex I :	
those addressed by ESR	
those indicated by 'Framework for Negotiation' and arising during meeting	
those related to individual headings in Annex I 'table of contents'	
Clarify financial/contract issues :	
Acceptability of cost-basis selected by participants	
Be prepared to demonstrate in the likelihood of incurring eligible costs during the first 18 months that are at least equal to the pre-financing that will be received, - clarify extent of participants' other involvement in FP6/other EU	

programmes	
Confirm agreement on draft CPFs :	
Proposal abstract	
Summaries of estimated costs/ requested funding	
Management	
Participants cost models	
Subcontracts	
Set date for submission of revised/final Annex I and CPFs	
[Set date and time of next meeting, if necessary]	

<u>Final submission</u>	
Submit agreed final Annex I: Two unbound copies and electronic version	
Submit agreed final CPFs: one unbound copy with original signatures and electronic version	
Submit any annexes: Two copies	

13. Appendix 7 - Frequently asked questions (FAQ)

Frequently Asked Questions - this section will be updated in coming editions

Negotiations

Project preparation/negotiation costs: The Commission does not fund costs related to the effort expended by the proposers in preparing the proposal or conducting the negotiations even if the fixed start date of the project is prior to the date that the contract comes into force.

Bank account: If not already done, the coordinator should establish a Euro bank account for the project to support payment of funds.

Withdrawing participants: If one or more of the organisations that participated in your proposal now wish to withdraw, the Commission will judge, in the light of the evaluators' reports, whether the withdrawn participant(s) was/were not essential to the success to the proposed project (in which case negotiations may continue) or vital to the proposed project (in which case negotiations might be terminated and your proposal rejected, or may be suspended pending your finding an acceptable substitute). If a contractor identified in the contract to be signed does not accede to the contract the Commission may terminate the contract unless the other members of the consortium propose, and the Commission accepts, an alternative solution.

“Hesitating” participants: Participants who are not yet fully committed to the consortium should make up their minds quickly! A participant pulling out at the last minute could nullify all the negotiations up to that point and jeopardise the contract for everyone.

Consortium agreements: You should give the highest possible priority to completing your internal consortium agreements before the time of contract signature. Even if only the bare essentials have been agreed, this is sufficient to start. You can always amend or add to your consortium agreement as and when necessary during the life of the project. However, you should be aware that certain provisions relating to intellectual property have to be agreed prior to signing the EC contract.

Changes in consortium/workplan: You may find it necessary now to propose changes in your joint programme of activities or your consortium. The Commission PO will consider these, but the evaluation result must be respected - if your revised JPA or consortium differs to the extent that the evaluation might have yielded a different result, the Commission will stop the negotiation and reject the proposal.

Cost reporting models

Different cost reporting models in different actions: An organisation must conform to the same cost reporting model in all FP6 indirect actions in which it is participating. Details on the nature and use of cost models and the rates of reimbursement are available in the FAQs and the Guide to financial issues and the model contract, all available on the model contract web site:

http://europa.eu.int/comm/research/fp6/working-groups/model-contract/index_en.html

Contract

Companies, which do not yet exist: The Commission cannot offer a contract to an organisation, which is non-existent. Your organisation must achieve a recognised legal existence prior to contract signature. During the negotiations, it can be represented by its creators.

Subcontracts: The Commission must ensure that work subcontracted does not affect the rights of the contractor with regard to the use and dissemination of knowledge that are deemed to be the contractor's property. In addition, the Commission must ensure that work is performed at a reasonable cost and that the contractor justifies its reasons for subcontracting rather than carrying them out itself. Based on these elements, the Commission might require that a proposed subcontractor become a contractor. In addition, the need for the continued presence of a participant intending to subcontract significant parts of the work will be questioned, since it puts into question the contractor's capacity to perform the tasks required by the project.

Contract Preparation Forms

Swiss participation: As of 1 January 2004 Switzerland has the status of an 'Associated State'. Therefore, Swiss participants should complete the CPFs on the basis that they will receive EU funding for projects financed under the 2004 budget or later.

After signing the contract

Prefinancing (advance payments): The Commission will make an advance payment within 45 days of one of these options: [entry into force of the contract, accession to the contract of the minimum number of contractors, accession to the contract of all contractors. The exact provisions of your contract will be determined based on the result of the negotiations.

Applicable law: The contract will be subject to Belgian or Luxembourg law. In some special cases where international organisations participate, a different law may be applicable to the contract. This will be identified in Article 9 of the contract in a special clause.

Amendments: The Commission will consider requests at a later stage for any reasonable amendments to the contract that do not essentially change the character of the project. This may include changes to the joint programme of activities. Significant changes to the technical content of the work would normally require the approval of the external experts during the periodic project review process. Amendments must be requested in writing by the coordinator on behalf of the consortium.

Estimated project duration: If the project achieves its goal earlier than expected, the contract will be wound up earlier, therefore without delays to final payment to the contractors. If the contractors find the achievement of the objectives takes longer than expected, an amendment granting a reasonable extension in time may be given provided that the total duration of EC support will not exceed 7 years. This requires the approval of the Commission.

Requests for extension should be made at least two months before the originally foreseen project end-date.