



European Commission  
Research Directorate General  
Human Resources and Mobility

# Negotiation Guidance Notes

## MARIE CURIE HOST FELLOWSHIPS FOR TRANSFER OF KNOWLEDGE (TOK)

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## Introduction & Summary

This document is intended to provide guidance to those applicants (host organisations) who have been invited to enter into negotiation as a result of successful evaluation of proposals submitted to a call for Marie Curie (MC) Host Fellowships for Transfer of Knowledge (TOK) within the EC's Sixth Framework Programme (FP6) of research, technological development and demonstration for the period 2002-2006. It supplies necessary information and outlines the work involved in the preparation of a contract for a Host Fellowship for the Transfer of Knowledge under FP6. This action will be implemented through two sub-schemes:

1. Marie Curie Development Scheme (TOK-DEV), i.e. the reinforcement of the research potential of host entities, with priority to entities situated in Less Favoured Regions of the Member States and in the Associated Candidate Countries.
2. Marie Curie Industry-Academia Strategic Partnership Scheme (TOK-IAP), i.e. the creation and development of real strategic and durable partnerships between the academic world and the world of enterprises, in particular SMEs.

**Please note: Contract negotiations involve only future contractors.**

***TOK-DEV: only the host organisation is considered potential contractor contractors (mono-partner contract). The possible training partners will be included in the contract text but are not in any way involved in the negotiations and will not sign any contract with the Commission;***

***TOK-IAP: all participants are contractors.***

### Summary of the negotiation process

#### ***Start of the negotiation***

The Commission informs the project co-ordinators of the successful proposals and invites them to contract negotiations. Documents sent by the Commission:

1. Set of partially pre-filled contract preparation forms (CPF)
2. Negotiation Guidance Notes (this document)
3. Supplementary request for information.

#### ***Negotiation Phase***

##### Co-ordinator:

1. completes the CPFs, verifies (and corrects where necessary) pre-filled parts, and submits the CPFs via e-mail to the Commission;
2. prepares a draft Annex I (Description of Work) of contract, which should be based on Part B of the proposal and any recommendations in the Evaluation Summary Report ESR, and submits it via e-mail to the Commission;
3. provides evidence of authorisation to sign the contract;
4. provides evidence of legal existence of organisation (if relevant);
5. for multi-partner projects (i.e. TOK-IAP), makes sure relevant parts of CPFs are filled by partners and Annex I is agreed by all partners.

All partners (for multi-partner hosts like the TOK-IAP)

1. Fill A2 and A7 (and A8 if relevant) of CPFs
2. Approve Annex I
3. Provide evidence of authorisation to sign the contract;
4. Provides evidence of legal existence of organisation (if relevant);

Commission staff:

1. Verifies and validates CPFs (or if necessary requests supplementary information from co-ordinator);
2. Validates Annex I and communicates possible requests for changes to the co-ordinator

**End of Negotiation**

Upon agreement of all documents by the Commission staff, the co-ordinator will submit a paper version with original signatures.

If (i) all CPFs and (ii) the draft Annex I are validated and (iii) all other requested legal and financial documents (ref. Section 1.5) have been received by the Commission, the negotiation process is finished and a draft contract can be issued and sent to the co-ordinator.

**N.B. An invitation to commence negotiation under no circumstance guarantees funding of a project. Problems commonly arising are:**

- The funding of a proposal may be dependent on the acceptance of changes requested by the Commission Services. These changes are intended to ensure optimal quality of training and research as well as the feasibility of the contract.
- The amount of funding to be contributed by the Commission is fixed first during the negotiation. It is dependent mainly on the total number of person-months to be delivered. Host organisations may be requested to make reductions due to recommendations made by the independent expert evaluators, to Commission budgetary constraints, or to lack of evidence that the host has the capacity to correctly execute the project due to its size.
- Project funding is offered under specific conditions of reporting and dissemination, etc. These are fixed in the model contract and are non-negotiable. These are in addition to the normal project deliverables of training, research and/or transfer of knowledge.
- An individual partner in a multi-partner project may wish to withdraw during the course of negotiations. If it is deemed that this withdrawal significantly impairs the original proposal then the Commission may withdraw the offer of negotiation, or suspend it, requiring the applicants within a fixed time limit to find an acceptable solution.
- Each potential signatory to a Commission contract is subject to an eligibility assessment, which may include supplementary checks by Commission Services. As a result of such an assessment the Commission may not be able to enter into a contract with certain organisations or physical persons due to financial insecurity, lack of certification of the organisation's financial and general condition as required by the Commission's Financial Regulation, for reasons of irregularity or violation of fundamental ethical principles, or for non-compliance with activity specific with eligibility rules. In projects with more partners, however, the host organisation may be offered the possibility to commence the project either with a reduced number of partners or to replace an ineligible one.
- Funding for the project must be committed promptly. If negotiations cannot be completed according to the given schedule, the Commission may terminate them. Each letter of invitation to negotiation specifies a definite time limit.

## Overview of Negotiations

### *1.1. Main purpose*

The main purpose of the negotiations is to establish an agreement concerning the work to be carried out under the contract and to determine the actual amount of the EC financial contribution. The administrative, legal and financial information necessary to establish the contract is also collected at this stage. The negotiations take as a starting point the submitted proposal as well as any recommendations for adjustment made during its evaluation and specified in the Evaluation Summary Report (ESR), which has been communicated to all applicants.

### *1.2. Invitation to negotiations*

Following a positive evaluation of a proposal and recommendation for funding, the prospective host organisation is invited to commence negotiations with the Commission with a view of preparing a contract. The host organisation will have received an Evaluation Summary Report that summarises the results of the Evaluation Panel. Proposals that have undergone an ethical review will also receive an Ethical Review Report, which may contain further recommendations to be taken into account in the negotiations.

As part of the invitation letter, the framework for negotiation incorporates, where appropriate, not only further recommendations from the expert evaluators specifically regarding the negotiations, but also any requests from the Commission Services for alterations to the proposed project. **It is very important to note that it is highly unlikely that the Commission deviates from a negotiation mandate proposed by the experts who evaluated the proposal.**

The letter of invitation identifies one of the EC staff as “Project Officer” who will lead the contract negotiations from the Commission side. The letter also specifies a deadline by which the host organisation must provide the legal and financial documents, drafts of Annex I (“Description of Work”) and duly completed Contract Preparation Forms, including supporting documents where necessary. The letter of invitation also indicates a further deadline by which negotiations must be fully completed. **In the event that negotiations are not satisfactorily completed by that time, the Commission may terminate the process.** Please note that the Commission reserves the right to terminate negotiations at any time and to reject the proposal in the event of inadequate progress in negotiations.

### *1.3. Preparatory Work*

To ensure that the negotiations proceed as efficiently as possible, it is recommended that the proposal co-ordinator undertake preparatory work immediately upon receipt of the invitation to enter negotiations. To this end, it is recommended:

- To read this document very carefully, in particular the guidelines for the completion of the Annex I (“Description of Work”) and Contract Preparation Forms (CPFs) given in the Appendix;

- To ask, where necessary, for clarifications regarding the contractual conditions, as contained in the model contract and its annexes II (General conditions) and III (Specific Conditions)<sup>1</sup>;
- To examine ways of implementing the points raised in the Evaluation Summary Report.

Other documents, which provide useful background information for the contract negotiation, include the following:

- The consortium agreement checklist<sup>2</sup>;
- The Marie Curie Host Fellowships for Transfer of Knowledge “Handbook”<sup>3</sup>.

In the case of TOK-IAP the co-ordinator should pass on directly the relevant information to the other participants pointing out the contributions that are required from them.

### ***Process of Negotiations***

Negotiations are normally carried out principally by telephone, fax and e-mail between the Commission’s Project Officer (whose contact details are provided in the invitation letter) and proposal the co-ordinator.

Several formal administrative steps can be carried out in parallel, and in order to save time it is recommend that the following approach be taken by the proposal co-ordinator:

- To immediately request the necessary legal documents (including those from other partners in the case of a mono-partner inter-related group or in a multi-partner host [TOK-IAP]. All of these documents should be collated by the co-ordinator for submission as a complete package to the Commission;
- For multi-partner hosts [TOK-IAP], to circulate the A2 and A4a Contract Preparation Forms (CPF) via e-mail to all partners for completion and return to the co-ordinator (electronic and signed paper versions);
- To establish a bank account in Euros (for the co-ordinator host organisation only), if not already done, and provide the necessary details on the CPF form A6;
- To complete the remaining CPFs and eventually circulate them, where necessary, to all host partners for approval (see section 1.6);
- To prepare Annex I (“Description of Work”) based upon the template (given in Appendix 1) as well as the information contained in the part B of the original proposal, take into account the Evaluation Summary Report, and the outcome of any further discussions with the Commission’s Project Officer (see section 1.7).

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<sup>1</sup> Marie Curie model contracts can be downloaded from:  
[http://europa.eu.int/comm/research/fp6/working-groups/model-contract/index\\_en.html](http://europa.eu.int/comm/research/fp6/working-groups/model-contract/index_en.html)

<sup>2</sup> The Commission’s consortium agreement checklist is available from:  
[http://europa.eu.int/comm/research/fp6/working-groups/model-contract/index\\_en.html](http://europa.eu.int/comm/research/fp6/working-groups/model-contract/index_en.html)

<sup>3</sup> For a complete overview of the purpose of a Marie Curie Host Fellowship for the Transfer of Knowledge please consult the relevant “Handbook” at the following internet address:  
<http://www.cordis.lu/fp6/mobility.htm>

The CPFs and Annex I must be submitted electronically to the Commission. A final complete paper version with original signatures should be submitted upon acceptance by the Project Officer of the electronically submitted forms.

#### **1.4. Supporting Legal and Financial Documents**

Several supporting legal documents are required in order to prepare the contract and provide the necessary security required by the Commission Services. These must be provided for all contracting organisations and contain the following:

- Legal status: copy of any official document proving the legal existence of each **non-public** contracting organisation (e.g. Charter/Act of foundation/law extract; official registration number with national authority; registered statutes; extracts from the Official Journal; VAT registration, etc.). These documents must be provided with translation if the original document is not in an official language of the EU.

**Important:** Organisations that have already provided these documents to the European Commission within the last 6 months prior to the negotiation are not requested to submit them again. They should give clear references (e.g. contract number) to facilitate identification of their previous submission unless their status has changed, in which case the information should be updated.

- Authorisation to sign: A copy of any official document providing evidence that the authorised administrative official indicated in the CPF (Form A2) is the person within the contracting organisation with authority to sign the EC contract/Form A (e.g. Nomination Act, Board official minutes, etc.). The authorisation to sign is requested from both public and private entities. Absence of these documents will delay the completion of the negotiations.

Balance sheets for each **non-public** contracting organisation (Forms A7 and A8; these documents are not requested for private organisations fulfilling a public function, and whose participation is guaranteed by a Member State/Associated State). Financial data must be provided for the last three years. Unlike the previous Framework Programme (FP5) all partners in the multi-partner host fellowship are expected to sign the contract with the Commission. Note that universities are not required to provide this information.

Note that the Commission can only negotiate with, and offer contracts to, currently existing legal entities: i.e. the legal existence of a contracting organisation must pre-date the contract signature/commencement of the contract.

#### **1.5. Contract Preparation Forms (CPF)**

The Contract Preparation Forms (CPF), together with the legal and financial documents mentioned in point 1.5 above, contain the information that the Commission requires to prepare the administrative part of the contract, to check financial and legal aspects of the

host organisation (and where necessary partners), and to gather certain programme-wide statistical information. It also contains some of the deliverables required under the contract and serves as the basis for calculating the EC financial contribution. Note that much of the information is pre-filled, based on the project proposal.

The following table lists which forms should be completed:

**TOK-DEV**

<b>Mono-partner host fellowship with the presence of training partners</b>	<b>A1</b>	<b>A2a</b>	<b>A2b</b>	<b>A2c</b>	<b>A4a</b>	<b>A4b</b>	<b>A5a</b>	<b>A5b</b>	<b>A6</b>	<b>A7</b>	<b>A8</b>	<b>A9</b>	<b>A10</b>
Host	X	X	X	X	X				X	X	0	X	X
Training Partners (if there are any)		X	X	X	X								
European Commission						X	X	X					

**TOK-IAP**

<b>Multi-partner host fellowship</b>													
Co-ordinator	X	X	X	X	X				X	X	0	X	X
Participant		X	X	X	X					0	0		
European Commission						X	X	X					

**X** = to be filled in, **0** = to be filled in when applicable, see below.

In case of multi-partner host fellowships, forms should be **completed by all participants, 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<sup>4</sup>. Note that the CPFs include certified declarations to be signed by the person authorised to sign the contract and commit the host organisation (Form A2c for all participants and A7 for the co-ordinator).

The forms are compatible with those used for proposal submission. The prospective host must check for accuracy, and in particular for any changes since the proposal was prepared (e.g. changes of address, contact names, phone numbers etc.) or for any changes they need to make following the recommendations of the independent expert evaluations or requests from the Commission.

**TOK-DEV:**

A mono-partner contract will be signed by the TOK-DEV hosting organisation only. The potential “training-partner” organisations will be mentioned in the CPFs but **will not** sign any contract with the EC. These organisations are not considered to be participants although they may receive funding through the TOK-DEV host to cover the training costs.

**TOK-IAP:**

<sup>4</sup> The CPFs, although not part of the contract, may be used as a basis of reference when receiving financial statements regarding the costs as incurred during the lifetime of the contract. It is therefore essential that the information in the forms is as complete and accurate as possible.

In TOK-IAP a multi-participant contract will be signed by all participants. In this case forms should be circulated by the coordinator at the start of negotiations to each of the partners. The coordinator should complete the forms with their assistance and ask them to approve the common set of forms. When completed, a hard copy of the forms A2c should be signed by the authorised administrative official for each of the different participants and returned to the proposal co-ordinator as soon as possible.

The remaining CPF forms should be completed (and signed wherever appropriate) by the co-ordinator and agreed upon by the other partners before submission to the Commission.

### **The CPFs include the following forms:**

**Form A1** General information on the proposal.

The form is partially pre-filled and should be completed and verified/corrected by the Co-ordinator.

It is very important to note that the contract duration is typically 48 months. If the contractors would like to deviate from it they should be very confident that they will be able to meet their contractual obligations within this period taking into account possible delays due to advertising the positions, interviews, difficulties in recruitment etc.

The requested project start date must be identified. This date is *the date by which the project activities will begin*. The start date will not necessarily coincide with the date of entry into force of the contract (which is by default the day of its signature by the coordinator and the Commission). The start date will have an incidence on the timing of the pre-financing and the reporting requirements and therefore it is advisable to give this matter careful consideration. Costs incurred before this date will not be eligible for reimbursement under the contract.

As an example, if the costs of advertising the first vacancy were to be charged to the contract, then the start date would have to correspond to the date when the recruitment campaign begins and not to the date of the actual recruitment of the first fellow. However, coordinators need to consider that the 4- year contract starts running from the moment of the project start date and therefore if the date chosen is unrealistically too early, this will shorten the period in which the total number of researcher-months need to be spent.

There are *four options* for the project start date:

- the first day of the month after the signature by the Commission
- a fixed starting date
- the date of signature of the contract
- the effective starting date notified (according to Art. 3.3 (a) of the general conditions) by the coordinator/contractor, which should be within 6 months from the date the contract enters into force.

For TOK projects submitted to the 2006 deadline, the start date cannot be before **1st of July, 2006**, the latest acceptable start date is **1<sup>st</sup> of December 2006**. Note that a fixed

date before the entry into force of the project shall be an exceptional measure supported by a clear justification for establishing such a date.

### Form A2a

The form contains general information on participants and/or partners.

**TOK-DEV:** the first A2a form should contain information regarding the TOK-DEV host and potential contractor. The additional A2a forms should be completed with information regarding the “training partner” organisations, where the outgoing staff members of the TOK-DEV host will be trained. **It is very important that the country code of the training partner organisation is filled in the form correctly since this will determine correction factor(s) used in the calculation of the living and mobility allowances.**

**TOK-IAP:** the forms should be generated/completed for both the coordinator and the other participants.

### Form A2b

The form contains general information on participants and/or partners.

**TOK-DEV:** the first A2b form should contain information regarding the TOK-DEV host and potential contractor. The additional A2b forms should be completed with information regarding the “training partner” organisations, where the outgoing staff members of the TOK-DEV host will be trained. **It is very important that the country code of the training partner organisation (department) is filled in the form correctly since this will determine correction factor(s) used in the calculation of the living and mobility allowances.** It should be noted that if the partner organisation of a TOK-DEV is in a third country the reimbursement of specific expenses related to the training of researchers could be accepted in only exceptional cases and upon justification.

**TOK-IAP:** the forms should be generated/completed for both the coordinator and the other participants.

### Form A2c

**TOK-DEV:** The declaration of correctness of information given should be signed **only** by the **TOK-DEV host organisation**. The “training partner” organisations, where the outgoing staff members will be sent, **are NOT required to sign the form**.

**TOK-IAP:** A copy of the declaration of correctness of information form needs to be signed by each participant of a TOK-IAP project

### Forms A4a:

**TOK-DEV:** In this form the yearly breakdown of all categories of experienced researchers recruited by the TOK-DEV Host under the project must be indicated. In the **first A4a** form the TOK-DEV Host must provide information indicating the yearly breakdown of all categories of researchers that will be hosted/recruited in their premises. If a staff member from the cross-sectorial participants spends less than 12 months in the premises of the

coordinator then this period should be reported only once as “newly appointed” and counted in the “total active” in one “reporting year” of the project duration. The TOK-DEV Host should also provide information on their “outgoing staff members” using the additional A4a forms (one for each training partner organisation) that have been generated. The maximum period of these training visits is 12 months and it should be reported only once, in one “reporting year” of the project duration.

In the following image one can see the first A4a form that a TOK-DEV host in Poland has to complete and where all information regarding the recruited experienced researcher is included:

The screenshot shows an Excel spreadsheet for the A4a form. The title is 'Contract Preparation Forms A4a'. It includes the following data:

RECRUITED FELLOWS by HOST											
Year	Experienced Researchers (4-10 years)				Experienced Researchers (>10 years)				"OUTGOING" STAFF MEMBERS		
	Full-time Person Months	Total Active during period	Indicative number of researchers		Full-time Person Months	Total Active during period	Experienced Researchers (4-10 years)		Indicative number of researchers seconded		
			Newly appointed for < 12 months	>= 12 months			Full-time Person Months	Indicative number of researchers seconded			
1	4	2	2	18	1	2					
2	2	1	1	12	3						
3	2	1	1	12	3						
4	7	3		11	2						
5											
6											
Totals	15	7	0	63	9	2	0	0	0		
% with stipends				0%	% with stipends				0%	% stipend	0%
% of Researchers with full mobility allowance				30%	% of Researchers with full mobility allow.				70%		70%
Average Travel Allowance (Euro)											750
Country of Host											PL
Negotiated monthly re-imbursment of specific expenses in training partner organisation											

In the following image the same TOK-DEV host has generated an additional A4a form for the staff members who will spend some training periods in France:

The screenshot shows an Excel spreadsheet for the A4a form. The title is 'Contract Preparation Forms A4a'. It includes the following data:

RECRUITED FELLOWS by HOST											
Year	Experienced Researchers (4-10 years)				Experienced Researchers (>10 years)				"OUTGOING" STAFF MEMBERS		
	Full-time Person Months	Total Active during period	Indicative number of researchers		Full-time Person Months	Total Active during period	Experienced Researchers (4-10 years)		Indicative number of researchers seconded		
			Newly appointed for < 12 months	>= 12 months			Full-time Person Months	Indicative number of researchers seconded			
1									3	1	
2									3	1	
3									3	1	
4									4	1	
5											
6											
Totals	0	0	0	0	0	0	0	0	13	4	
% with stipends					% with stipends				0%	% stipend	0%
% of Researchers with full mobility allowance				30%	% of Researchers with full mobility allow.				70%		30%
Average Travel Allowance (Euro)											1000
Country of the partner for the outgoing staff members											FR
Negotiated monthly re-imbursment of specific expenses in training partner organisation											

**TOK-IAP:** In the case of TOK-IAP each participant should only report on the yearly breakdown of the researchers of all other participants of the other sector to be hosted into their organisation. See the following image as example where the coordinator is in Poland and the participant is in Sweden:

Year	Incoming Researchers to coordinator				Outgoing Researchers from coordinator				
	Experienced Researchers (4-10 years)		Experienced Researchers (>10 years)		Experienced Researchers (4-10 years)		Experienced Researchers (>10 years)		
	Full-time Person Months	Total Active during period	Indicative number of researchers	Full-time Person Months	Total Active during period	Indicative number of researchers	Full-time Person Months	Total Active during period	
			Newly appointed for <12 months			Newly appointed for <12 months			
			>=12 months			>=12 months			
1									
2	4	1	1	2	1	1			
3				2	1				
4	4	1	1						
5									
6									
<b>Totals</b>	<b>8</b>		<b>2</b>	<b>0</b>	<b>6</b>		<b>1</b>	<b>0</b>	
% with stipends			100%	% with stipends			100%	% stipend	
% of Researchers with full mobility allowance			30%	% of Researchers with full mobility allow			70%	30%	
Average Travel Allowance (Euro)								750	

Each participant should complete information on the experienced researchers of the coordinator to be seconded into their organisation, using the **additional A4a** forms. It is important to note that the **mobility within the same sector is not permitted**. If a staff member from the coordinator spends less than 12 months in the premises of one of the cross-sectorial participants then this period should be reported only once, in one “reporting year” of the project duration. If the period is more than 12 months then this period should be broken in two parts and each part should be reported in the “reporting year” it belongs.

Some information may be partially pre-filled and should be confirmed or completed by all potential contractors.

**To guarantee a smoothly running project it is important that the recruitment is well planned and realistic.** For example, recruitment of fellows for longer stays (such as 2-year long recruitments) must take place during the first 2 years of the contract to allow that the projects have been completed by the end of the 4-year host fellowship contract.

Likewise, the contract specifies that payments can be blocked at any reporting period if less than 70% of the pre-financing has been spent.

- **Year**: This refers to periods of 12 months starting from the **project start date**.
- **Full-time person months**:  
The participant should indicate the number of researcher-months expected to be in place each year. Apart from programming purposes, this information is needed for the calculation of the living and the mobility allowances
- **Indicative number of researchers**:  
*Total active during period:*

The participant is asked to indicate the number of researchers that are expected to be present at the host institution during that year.

**And as stated earlier: when filling the forms always assume that recruitment will always take place at the beginning of each yearly period and that the only researchers to be carried over to the following year will be those where the stays are  $\geq 12$  months.**

For years 2, 3 and 4 the number of total active researchers will need to take into account any researchers who were appointed for periods of  $\geq 12$  months in the previous year, in addition to those expected to be newly appointed. Take care not to double count those researchers with contracts of  $< 12$  months. This way all eligible costs such as the travel allowance and the career exploratory award will be calculated properly

Travel allowance: Each fellow is entitled to at least one travel allowance. Fellows with a fellowship between 13-24 months are entitled to 2 travel allowances.

Adding up the number of active researchers for the 4 years will give an estimate of the indicative number of travel allowances, obtained as a function of:

- the number of fellows taking up appointment  
and
- the yearly payment of the travel allowances for the fellows with longer stays

The information coming from this field will enable the calculation of the number of travel allowances. It will also give an indication of the recruitment plans of the host.

Newly appointed for:

Indicate the number of researchers expected to be recruited for short stays ( $< 12$  months) and longer stays ( $\geq 12$  months).

Apart from planning purposes, this information will be used to calculate the number of career exploratory allowances (one per researcher staying for a minimum 12 months).

**N.B. Take note that the carrer exploratory award is only awarded to recruited experienced researchers of TOK-DEV projects**

The total amounts must be in agreement with the amounts requested at the proposal stage, unless the experts have recommended a reduction of fellow-months.

- **% Stipend:**

To be estimated by each participant.

***Employment contract vs. Fixed amount stipend***

**Employment contract:**

The amount of living allowance under the category employment contract laid down in the WP includes a compulsory deduction under national legislation both in terms of

taxation and in terms of social security coverage. According to the various social security schemes applicable in all Member States, an employment contract shall guarantee a “package” of social security coverage made of several items. These items concern sickness and maternity benefits, invalidity benefits, old age benefits, survivor's benefits, benefits in respect of accidents at work and occupational diseases, unemployment benefits, family benefits and death grants.

**Fixed amount stipends:**

According to the WP and the contractual documents the stipend is a sort of grant that can be proposed to early stage researchers as an alternative to the employment contract.

The fixed amount stipend consists allows the host institution to host a researcher with a status (of researcher or research trainee) other than that of worker under a typical employment contract. This may happen where:

- this status is normally or systematically used by the host for similar researchers or research trainees (e.g. for master level training, especially for shorter stays);
- stays of visiting researchers are particularly short;
- visiting researchers are keeping an employment position during the stay (e.g. 3-12 months stays);
- it is not feasible to conclude an employment contract for some reasons, for instance because of the constraints of national law (e.g. for short term employment, due to the 3rd country nationality of the fellow, or because of the internal burden for the host institution).

The minimum social security coverage required by the Commission for researchers recruited under a fixed-amount stipend shall include: benefits in respect of accidents at work and occupational diseases and sickness benefits. As to maternity benefits it has to be noted that, even if such a category does not fall within the minimum required social security coverage requested by the Commission, the Commission can decide (according to the WP and the contractual documents), upon request by the researchers and on advice/consultation of the host organisation, to augment the sum of the Community contribution as a consequence. Calculated on a monthly basis, the contribution shall not exceed the difference between the compensation received from the national social security regime and the amount of the Community contribution (Rates applicable to the “Marie Curie” Actions).

This is the minimum standard required by the Commission for funding under a Marie Curie scheme. It is clear that a researcher under a Marie Curie scheme should benefit from exactly the same social security coverage of a researcher working under his/her same status (even if he/she is not under an employment contract) in the country of the host institution which, according to our legal framework has to ensure that the researcher is covered.

- **Average Travel allowance:**

This allowance is paid upon taking up employment and yearly thereafter. It is based upon the direct distance between the location of origin and the host institution of the researcher according to the following table.

*Location of origin:* means the place where the researcher was residing or carrying out his/her main activity at the time of the his/her recruitment/selection by the host organisation unless (s)he has resided or carried out his/her main activity for less than 12 months in this location immediately prior to this date. In the latter case, the location of origin is the capital city of the country of his/her nationality. In case of a researcher holding more than one nationality, the location of origin is obtained as the capital city of the country where (s)he was residing for the longest period during the last 5 years prior to the relevant deadline for submission of the proposal.

The Community contribution will always be an estimate since the locations of origin of the fellows are unknown at the time of the negotiation and because the number of fellows is and indicative figure. Based on previous experience, the average travel allowance has been estimated at around **750€/year** and the form will be pre-filled with this amount. Any amount different this one needs to be justified adequately, e.g. in terms of place of origin of researchers hosted by the organisation in the past.

- **% Researchers with full mobility allowance:**  
Full (i.e. higher) mobility allowance will be paid to researchers with family. As with the travel allowance, this will be an estimate since it is difficult to anticipate the family status of experienced researchers who will be recruited by the host. Past experience indicates that normally 30% of the fellows with less than 10 years of research experience and 70% of the fellows with more than 10 years of research experience would have family obligations, therefore could be entitled to the higher mobility allowance. The form will be pre-filled with this amount. Unless the host provides very strong evidence that another amount should apply, a higher amount is unlikely to be accepted.
- **% Negotiated monthly re-imbusement of specific expenses occurring in training partner organisation (to be completed in additional A4a forms):**  
You should make a note that the TOK-DEV host needs to negotiate in advance an amount which will correspond to the possible expenses that will occur in the training partner because of the presence of the staff members there. This amount could vary from €0 to €800.

#### **Form A4b:**

Summary of all filled A4a forms. It will be generated by the CPFs automatically. It is important though to note that there are some project information still needs to completed by the potential contractor. In the following image comes from the same example where one sees the accumulative information regarding both recruited by the TOK-DEV host researchers and the sent for training staff members to several training partners:

**Form A4b: Contract Preparation Forms**

EUROPEAN COMMISSION  
Marie Curie Actions:  
Host Fellowships  
Transfer of knowledge (TOK-DEV)

Proposal Number: 0 | Proposal Acronym: 0

Overall Indicative Project Deliverables											
Incoming Researchers						Outgoing Researchers					
Experienced Researchers (4-10 years)			Experienced Researchers (>10 years)			Experienced Researchers (4-10 years)			Experienced Researchers (>10 years)		
Full-time Person Months	Indicative number of researchers	Stipend (%)	Full-time Person Months	Indicative number of researchers	Stipend (%)	Full-time Person Months	Indicative number of researcher	Stipend (%)	Full-time Person Months	Indicative number of researchers	Stipend (%)
15	7	0%	53	11	0%	0	0	0%	13	4	0%
Sub-T4	15	7	53	11		4	2		23	11	

Research Classified as Laboratory-based Yes/No: YES

Contribution to the research/transfer of knowledge calculated on Fixed amount (F) or Real expenses (R): R

### Form A5a

These forms give a first estimate of the budget as it is calculated based on the data provided by the potential contractor in the A4a forms.

In the following two images the calculations based on the first (recruited researchers to TOK-DEV in Poland) and second (outgoing staff members to France) A4a forms of the same example are depicted:

**Form A5a: Contract Preparation Forms**

EUROPEAN COMMISSION  
Marie Curie Actions:  
Host Fellowships  
Transfer of knowledge (TOK-DEV)

Proposal Number: 0 | Participant n: 0

Participant	Eligible expenses for the activities carried out by the researchers					Eligible expenses related to the activities of the host organisations					Maximum EC contribution (in euros)
	A: Monthly Living Allowance	B: Travel Allowance	C: Mobility Allowance	D: Career Exploratory Allowance	E: Participation expenses of the eligible researchers	F: Research/training/transfer of knowledge	G: Management and Audit Certification	H: Overheads	I: Other types of eligible expenses		
1	107597	5250	13429	4000	0	26401.00	5334	15676	0	177387	
2	68482	3000	8694	0	0	16800.00	3330	9789	0	116004	
3	68482	3000	8694	0	0	16800.00	3330	9789	0	116004	
4	81641	3750	10591	0	0	21600.00	4000	11758	0	133340	
5	0	0	0	0	0	0.00	0	0	0	0	
6	0	0	0	0	0	0.00	0	0	0	0	
Total	328301	15000	41229	4000	0	97601	15994	47012	0	532028	

The screenshot shows a Microsoft Excel spreadsheet titled "MCTOK-DEV1-TEST\_07092004\_3177". The spreadsheet is a "Contract Preparation Form" for "Marie Curie Actions: Host Fellowships Transfer of knowledge (TOK-DEV)". It is labeled "A5a".

The main table is titled "Maximum Community Contribution per Participant" and is divided into two main sections: "Eligible expenses for the activities carried out by the researchers" and "Eligible expenses related to the activities of the host organisations".

Year	Eligible expenses for the activities carried out by the researchers				Eligible expenses related to the activities of the host organisations					Maximum EC contribution (in euros)
	Transnational Mobility				E Participation expenses of the eligible researchers	F Research training/transfer of knowledge	G Management and Audit Certification	H Overheads	I Other types of eligible expenses	
	A Monthly Living Allowance	B Travel Allowance	C Mobility Allowance	D Career Exploratory Allowance						
Costs (in euros)	Costs (in euros)	Costs (in euros)	Costs (in euros)	Costs (in euros)	Costs (in euros)	Costs (in euros)	Costs (in euros)	Costs (in euros)		
1	8453	1000	2230	0	6000,00	942	2768		31384	
2	8453	1000	2230	0	6000,00	942	2768		31384	
3	8453	1000	2230	0	6000,00	942	2768		31384	
4	24625	1000	2232	0	8000,00	1244	3650		41480	
5	0	0	0	0	0,00	0	0		0	
6	0	0	0	0	0,00	0	0		0	
Total	73885	4000	9684	0	26000	4070	15832	0	135880	

## Form A5b

Based on the information given mainly in forms A4, the contributions of the various cost categories and a maximum overall contribution will be calculated.

### Important Note

Potential contractors should bear in mind that the information they provide in the A4 forms (distribution of recruited researchers per partner) will be transferred to the technical Annex of the contract (Annex I). The contract though allows transfers of researcher-months among the participants. The same flexibility holds for the percentage of researcher-months indicated as receiving stipends. You are strongly advised to consult the specific condition of your contract (Annex III). Any further modifications shall require prior agreement of the Commission.

In addition, the information provided in the A5 forms of a mono- or a multi-partner project will also be transferred to the technical Annex of the contract (Annex I). The contract though allows flexibility as far as the use of this indicative budget is concerned. With the exception of the distribution of researcher months per partner, the percentage of stipend-based contracts, and any further constraint indicated in the "Description of the work" in Annex 1, the breakdown in table A5 is purely indicative and real costs may deviate from these amounts, as long as all costs are eligible in the terms of the rules of the contract. It is important to note that **only recruited researchers by the TOK-DEV host for over 12 months are eligible for the Career Exploratory award.**

In the following image the indicative budget of a TOK-IAP project is depicted. This is for demonstrative purposes only:

Overall Maximum Community Contribution											
Proposals	Eligible expenses for the activities carried out by the researchers					Eligible expenses related to the activities of the host organisations					Maximum EC contribution (in euros)
	A Monthly Living Allowance	B Travel Allowance	C Mobility Allowance	D Career Exploratory Allowance	E Participation expenses of the eligible researchers	F Research/training/transfer or knowledge	G Management and Audit Certification	H Overheads	I Other types of eligible expenses		
	Costs (in euros)	Costs (in euros)	Costs (in euros)	Costs (in euros)	Costs (in euros)	Costs (in euros)	Costs (in euros)	Costs (in euros)	Costs (in euros)		
1	20819,83	1500,00	3517,92	0,00	2500,00	864,06	2933,76			32139,47	
2	64189,29	1500,00	12980,09	0,00	3000,00	3036,55	8866,24			109551,74	
3	74563,13	1500,00	12329,54	0,00	8000,00	3280,02	9841,27			109333,95	
4	27799,77	1500,00	584,36	0,00	4000,00	1305,17	3836,41			43909,71	
5	0,00	0,00	0,00	0,00	0,00	0,00	0,00			0,00	
6	0,00	0,00	0,00	0,00	0,00	0,00	0,00			0,00	
Total	167351,01	6000,00	34831,79	0,00	0,00	23900,00	8566,81	29178,29	0,00	285532,87	

## Form A6

**Banking information.** This form must be **completed and signed by the Host of a TOK-DEV or the co-ordinator of a TOK-IAP and the bank** where the relevant funds will be transferred. Please note that the stamp and signature of the bank is not required as long as the document is accompanied by a bank statement proving the existence of the bank account. However, in all cases the signature of the co-ordinator is **compulsory**. It should be returned as soon as possible to the European Commission and can be faxed in advance.

## Form A7

Confirmation of additional information. To be completed by the **Host of a TOK-DEV or the coordinator and all the participants of a TOK-IAP** except for public bodies and for contractors whose participation is guaranteed by a Member State/Associated State. (Universities are in all cases exempted from providing this information). Note however that irrespectively of the legal status, **the co-ordinator must always sign form A7 at the bottom.**

## Form A8

**Simplified balance sheet.** To be filled by the **Host of a TOK-DEV or the coordinator and all the participants of a TOK-IAP** (except public bodies and contractors whose participation is guaranteed by a Member State/Associated State) who do not provide audited financial accounts for the last three full financial years.

## Form A9

**Milestones and deliverables.** The contract specifies a minimum number of mandatory reports and other deliverables, stipulated by the contract. The co-ordinator should complement the form with **other** deliverables that are considered key deliverables in the project proposal if necessary.

The mandatory deliverables described in the General conditions of the contract comprise:

- periodic and final activity reports,
- periodic and final management reports,
- financial statements (Form C),
- audit certificates (for TOK, please consult the contract regarding minimum number of audit certificates)

The purpose of the form A9 of the CPF is to make a clear overview of any major events in the lifetime of the project and of their time schedule (e.g. important workshops, mid-term reviews, annual meetings, etc.). This plan will serve and relevant parts of it will be incorporated into Annex I of the contract.

Given that additional events would also be described in Annex I as a practical tool for the Commission in the monitoring of the project, **contractors are free to leave form A9 blank if they wish.**

Proposal Number	1	Proposal Acronym	2
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**MILESTONES AND DELIVERABLES SUMMARY TABLE**

<i>Reporting Period</i>	<i>Start Date (months)</i>	<i>Type</i>	<i>Subject</i>	<i>Responsible</i>	<i>Comments</i>
1	12	Workshop	Annual meeting	Participant 1	
2	24	Workshop	Progress workshop	Participant 1	3 day seminar for team members
2	24	Workshop	Annual meeting	Participant 1	
3	36	Workshop	Dissemination event	Participant 1	2 day training for team members
3	36	Workshop	Annual meeting	Participant 1	
4	48	Workshop	International conference	Participant 1	
4	48	Workshop	Final meeting	Participant 1	

## **Form A10**

**Quality indicators.** A series of standard indicators are already included in the Form The coordinator should mark the indicators that will be used in the project with “yes” and that shall appear in the contract. If the coordinator or any of the other participants want to add more indicators, they should include them in the table.

### ***1.6. Technical Negotiations and the Annex I (“Description of Work”)***

Annex I (“Description of work”) will describe in a clear, accurate and concise way, the work to be carried out, its objectives and deliverables. It will incorporate the tables contained in Forms A4b and A5b of the CPF.

Based upon the Evaluation Summary Report and any further discussion with the Commission services, the prospective host co-ordinator should make a first draft of the Annex I and circulate it, where necessary, to the other participants (for TOK-IAP) for approval, with the option to already send it in parallel to the Commission services for "preliminary comments". The final version of this document will form an integral part of the contract. The requirements for the production and layout of this Annex I are given in section 4 of this document.

### ***1.7. Final submission***

At the end of the negotiations, agreement should be reached on the contents of Annex I to the contract and the prospective TOK-DEV Host contractor or the TOK-IAP coordinator should be in a position to prepare and send a final version for approval by the Commission Project Officer.

CPFs should be prepared with the electronic CPF preparation tool and must be submitted (together with Annex I) as an e-mail to the Commission. Once the Commission has approved all the details contained in the CPFs, all documents must be sent with original signatures to the address mentioned in the invitation letter.

**TOK-IAP:** In parallel, the proposal co-ordinator should have collected all the necessary administrative information, supporting legal documents and Contract Preparation Forms (CPF) duly completed and signed by all partners.

## **2. Consortium Issues – TOK - IAP**

### ***2.1. Consortium composition***

At the negotiation stage partners are expected to be fully committed. A partner pulling out at the last minute could nullify all the negotiations up to that point and could jeopardise the contract for everyone.

If one or more of the organisations that participated in the original proposal wish to withdraw during the course of negotiation, the Commission will decide, in the light of the evaluators' reports, whether the involvement of the withdrawing partner was marginal to the proposed TOK-IAP (in which case negotiations may continue) or vital to the proposed TOK-IAP (in which case negotiations may have to be terminated and the proposal rejected, or suspended pending the co-ordinator finding an acceptable substitute).

## **2.2. Consortium agreement**

Consortium agreements are optional for Marie Curie Actions. Prospective host organisations, however, are advised to carefully consider whether one should be completed since it provides the legal basis for the relationship and responsibilities between the partners for the duration of the work, beyond those established by the EC contract. It is particularly important to settle such matters as the technical management of the host fellowship including the financial aspects, the procedures for distribution of the fellowship, for settling of disputes etc. The prospective co-ordinator and partners 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 co-ordinator and partners as contractors.

A checklist for Consortium Agreements may be consulted on the Commission's model contract website:

[http://europa.eu.int/comm/research/fp6/working-groups/model-contract/index\\_en.html](http://europa.eu.int/comm/research/fp6/working-groups/model-contract/index_en.html)

## **3. Contract finalisation and management**

### **3.1. Contract signature**

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

At the time of signature, the contract is structured along the following lines<sup>5</sup>:

- a **core** text containing: the scope, duration, maximum Community contribution, deliverables, payment modalities;
- **Forms A** of accession to the contract of all partners except the co-ordinator (for multi-partner host fellowships only);
- **Form C** – Model Financial Statement (This form is to be used during the project for financial reporting.);
- **Annex I “Description of Work”**;
- **Annex II “General Conditions”** covering standard legal and administrative financial provisions among others;

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<sup>5</sup> [http://europa.eu.int/comm/research/fp6/working-groups/model-contract/index\\_en.html](http://europa.eu.int/comm/research/fp6/working-groups/model-contract/index_en.html)

- **Annex III “Specific Conditions for the Marie Curie Host Fellowships for Early Stage Research Training”**, for example, the obligations of the Host Organisation, the rates of Community support etc.

The co-ordinating institute signs the two copies of the contract and returns them to the Commission. The Commission signs these once all necessary internal procedures have been completed, and returns one copy to the prospective co-ordinator.

The contract always enters into force on the date of signature of the contract by the Commission<sup>6</sup>

For multi-partner projects, the contract is concluded between the Commission and all the partners. The signature process is, however, divided into two steps:

Step 1: The co-ordinating organisation and the Commission sign the core contract (as above).

Step 2: The other partners identified in the contract accede to the contract by signing form A.

At the same time the prospective co-ordinator signs the core contract, a copy of the contract must be distributed to the other partners, along with the Form A. Three duly completed originals of Form A are signed by each partner and returned to the co-ordinator for his/her signature. When the co-ordinator has signed all of the A forms one original of the A Forms is sent to each partner respectively, who thus becomes a contractor, and one set of originals is sent to the Commission.

The Commission contract is for the Host Fellowship as a whole and the technical implementation of the project will be the collective responsibility of all partners. This has a number of important consequences:

- All partners must sign the Form A to accede to the contract - if one fails to sign then the contract is not concluded with that partner.
- If one prospective contractor fails to sign the contract, it is up to those who have signed the contract to ensure that the work is implemented. This is either by reallocating the work of the missing contractor amongst them or by proposing to the Commission 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 original 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.

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<sup>6</sup> Note the difference between the *Date of entry into force of the contract* (upon signature of the contract by the Commission and the contractor) and the *Start date* (Date upon which the project – not the contract – begins). The options available for the *Start date* are explained in section 2.4).

In the course of the negotiations, the Commission Project Officer will be available to further clarify, as needed, any terms and conditions of the Marie Curie host fellowships contract. The co-ordinator and other contractors are invited to thoroughly review the contract offered, as they naturally will be bound by what they sign.

### **3.2. Start of the Contract and start of the project**

When the co-ordinator returns the signed contract, the responsible Commission official signs the contract and it comes into force.

The start date of the fellowship is part of the negotiation and will be included in the contract (Article 4.2). See form A1 for the four different options.

Costs can be incurred from the start date of the host fellowship, but not before. Where this date is prior to the contract coming into force, however, future contractors take the risk that the contract may not be signed in which case these costs will not be reimbursed by the Community. Note that the start date of the fellowship cannot be before the deadline (indicated in the invitation letter) by when the negotiation must be completed.

### **3.3. Initial pre-financing (Advance payment)**

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 Commission will advance up to 80%<sup>7</sup> of the planned budget contribution for the first reporting period (12 months) plus the first 6 months of the second reporting period, as indicated in the table of estimated yearly cost breakdown in Annex I.

The exact relevant provisions of Article 8 of the contract will be determined as a result of the negotiations.

The contractor(s) should be extremely careful in the negotiation of the option for initial pre-financing as well as the distribution of their budget over the whole period of the project. Since the Commission's financial contribution is based on pre-financing, it is important that the contractors plan the expenditure accordingly. This will minimise the risk of continuous modifications of the budget and the need of financial auditing at every periodic report.

In the case of multi-partner projects, the co-ordinator can distribute the Community financial contribution to the other contractors only after the co-ordinator and minimum number of 3 partners have acceded to the contract and then only to those contractors that have signed Form A and thus acceded to the contract.

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<sup>7</sup> This percentage can be increased up to 85% if a bank guarantee is provided by each contractor.

### 3.4. Host-Researcher Agreement

Whilst the contract itself is concluded between the Commission and the Host institution, the latter is required in turn to conclude written agreements with each of the researchers involved in the project.

The agreement shall determine, in accordance with the contract, the conditions for implementation of the project and the respective rights and obligations of the researcher and the Host.

Amongst the issues that should be addressed in the agreements are<sup>2</sup>:

- The activities to be undertaken by each researcher and their timetable
- The remuneration (amounts, legally justified deductions, payment arrangements)
- Social security coverage
- Intellectual Property Rights, in particular the access to pre-existing know-how, the use of knowledge, publicity and confidentiality

It should be noted that according to the contract the researcher must devote him/herself *full-time* to the activities. Any exceptions to this principle should be duly justified by personal or family circumstances and would require prior approval by the Commission.

The contractor will have to confirm the eligibility of each selected researcher according to the criteria specified in the HRM Work Programme and further explained in the EST Handbook.

A detailed check-list will be provided along with the Guidelines for Contract Management that each contractor will receive.

In the context of eligibility, it should be noted that the General Conditions of the contract stipulate a requirement for institutional mobility of the researchers involved in order for their personnel expenses to be eligible for financing:

*“Direct costs for personnel linked to the activities, where applicable, of a researcher will be considered as eligible if they are additional to those associated with their normal activities.*

*Their activities will be considered as additional if they are carried out within the framework of the project at the premises of a legal entity other than the one in which they carry out their normal activities, or if they have been recruited by this legal entity for less than one year from the date of the relevant deadline of the proposal.*

ANNEX II HRM Monocontractor – General Conditions, II.18 – Direct costs 5.

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<sup>2</sup> Please refer also to Annex III, Specific Provisions for **Marie Curie Host Fellowships For Transfer of Knowledge, article III. 3**

In practice this means, that a **researcher cannot carry out the project at the legal entity where (s)he has been working for more than the last 12 months prior to the appointment.**

Note that this condition also applies to projects carried out in International European Interest Organisations.

### ***3.5. Applicable law***

The contract will be subject to Belgian law. In some special cases where international organisations participate, a different law may be applicable to the contract. This will be identified in the contract.

**Appendix 1**  
**Templates for the Description of Work**

**GUIDELINES  
FOR THE PREPARATION OF THE ANNEX I "DESCRIPTION OF  
WORK"  
FOR  
MARIE CURIE HOST FELLOWSHIPS  
FOR TRANSFER OF KNOWLEDGE (TOK)**

**INTRODUCTION**

Annex I is an integral part of the TOK contract. Non-compliance or non-fulfilment of its content will have the same legal consequences as for any default of the other contractual conditions. It should be negotiated between the co-ordinator (where relevant also on behalf of all members of the consortium) and the Commission services for inclusion as an annex to the contract.

It must be based on the proposal as submitted for evaluation by the experts, on any recommendations contained in the Evaluation Summary Report. It should also take into consideration any financial and technical issues that may arise during contract negotiation.

Although certain parts of the proposal description can be taken as the basis for the drafting of this description of work, it should exclude all background material in support of the selection of the proposal and not essential for the implementation of the selected project. For example, references to publications and state-of-the-art, or to previous work undertaken and future intentions of the consortium should be excluded. Any reference to “the proposal” should be omitted.

It should be written in a clear, accurate and concise manner. It should specify all the tasks to be undertaken and the corresponding deliverables, but with sufficient flexibility in order to be able to modify the work arrangements so as to achieve the stated objectives, should this be necessary, without the need for a formal modification of the text (i.e. contractual amendment). This flexibility is required both for the European Commission as well as for the TOK host fellowship organisation(s).

It must be written in the third person and should be typically not more than ten pages in length, excluding tables and diagrams. The host fellowship acronym should be used as a header on all but the first page. It should be printed on single-sided, consecutively numbered A4 pages in Times New Roman 12 point (the font used here) or similar font according to the following instructions and guidelines.

## ***Instructions and Guidelines for the drafting of TOK “Description of Work” (Annex I)***

*All sentences in Italics are "explanatory notes" and should be deleted from the final version of the document*

### **MARIE CURIE HOST FELLOWSHIPS FOR TRANSFER OF KNOWLEDGE (TOK)**

#### **PART A: CONTRACT DETAILS AND OBJECTIVES**

**1:** **Full Title:** *should be exactly the same as indicated on the letter of acceptance of your proposal*

**Short Title (i.e. Project Acronym):**

**2:** **Proposal Number:**

**Contract Number:**

**3:** **Start Date:** [xx/xx/xxxx]      **Duration of the project:** [XXX] Months

**4:** **Contractors and Place(s) of Implementing the Project**

*This part specifies the names of the Contractors who are collectively responsible for execution of the work defined in this Annex. It should be presented as follows:*

The Co-ordinator and other Contractors listed below shall be collectively responsible for execution of work defined in this Annex:

*The Co-ordinator*

1. (Name of Legal Entity)      [Acronym]      established in (name of state)

*[Other Contractors or training partners*

2. (Name of Legal Entity)      [Acronym]      established in (name of state);

3. *etc.*

*(List in this way all Contractors. Please use the **same order** as in the administrative Contract Preparation Forms A2)*

The Co-ordinator and other Contractors are referred to jointly as “the Consortium”. ]<sup>1</sup>

*Contractors or training partners should have the same acronym as in the Contract Preparation Forms. Contractors from the same legal entity should be listed together (e.g. as 3a and 3b) but with a specific acronym. These acronyms may be used to identify the consortium members in the rest of this Annex.*

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<sup>1</sup> Only in multi-partner contracts (e.g. TOK-IAP)

## 5: **Project Overview**

*Provide an outline of the project to be undertaken in terms of overall objectives, approach and methodology. (The project abstract will be used by default.). Contractors should verify whether this corresponds to the objectives, approach and methodology and if not propose the corresponding modifications*

## **PART B: IMPLEMENTATION**

### **1. Description of the transfer of knowledge**

*In this section, description, tables and charts should enable the progress of the transfer of knowledge plan to be followed and assessed at periodic intervals, and include time for the drafting of the different periodic and final reports. Milestones and deliverables should be clearly summarised in the CPF Form A9.*

- **Transfer of knowledge and advanced training**

*Person-months of Experienced Researchers*

*This refers to the table contained in Part C of this document, which provides the overall number of person-months of experienced researchers financed by the contract and its breakdown, in the case of several partners, as well as the structure of recruitment in terms of number of researchers and status (stipend or employment contract). The number of person-months of experienced researchers ultimately provided by the TOK fellowship, in conformance with the relevant Articles of the model contracts (in particular Art. III.2.1a), Art III.2.1f) and Art. III 2.2.o)) will be considered as an essential quantitative target for the fellowship as a whole and the following standard sentence should therefore be inserted here:*

***“The TOK fellowship undertakes to provide a minimum of [XXX] person-months for Experienced Researchers whose appointment will be financed by the contract. Quantitative progress, with reference to the table contained in Part C and in conformance with relevant contractual provisions, will be monitored regularly.”***

*Further specify the ToK and training elements and how they relate to the recruitment of the experienced researchers, as well as to the **overall schedule, milestones and deliverables**. These should be reflecting parts B2.2 and B2.4 of the proposal.*

*Where necessary, describe for each contractor the contents and the **schedule** of their specific contribution to the ToK plan [list major milestones wherever possible, i.e. goals by which the progress of the training/ToK can be assessed, in particular at the time of the periodic and the final reports.]*

*The ToK plan should include the following elements:*

- *how the fellowship will combine, where necessary, specialist local research activities or teaching, training at one individual partner with visits and secondments to other partners and how all of this fits together in the complete overall picture of the ToK activities (e.g. expected research results, workshops, conferences attended by all or part of fellowship researchers)*
- *how the fellowship will support the experienced researchers with practical matters relating to their mobility*

### **2. Management**

*Further specify the **overall organisation and management structure of the fellowship as it was indicated in part B4.1 of the proposal** including where appropriate:*

- *rules and team support for **co-ordination** of the activities, for reporting and for **decision making**, e.g. contingency plans*
- *methods and tools for ensuring good **communication** between the partners (including policy for meetings, e-mail, internet homepage, newsletters, phone and video conferences)*

- *strategy for the publication of **vacancies and appointment** of experienced researchers and measures foreseen to overcome possible difficulties in recruiting researchers*
- *special measures foreseen to promote **equal opportunities** (e.g. for male and female researchers or by nationality) in the appointments*
- *methods and tools that will be in place for **monitoring and reporting** on the activities in compliance with the relevant contractual obligations.*
- *the system(s) for **financial management and control** of the fellowship (including audit certification and procedure for decision making regarding possible re-adjustments of the initial budget)*
- *Indicative recruitment schedule (see the following Gantt chart examples)*





### **3. Indicators of Progress and Success**

#### **3.1 Quantitative Indicators of progress and success to be used to monitor the project**

*Please specify the quantitative data and information ("indicators") that the fellowship **will** provide in its periodic and final reports in order to allow Commission Services to assess progress with respect to the research and transfer of knowledge. To this end please examine - and edit as appropriate - the lists provided in the following sub-sections, given the nature of your fellowship and the intended plan of work as described above. Feel free to add any other relevant indicators, which might not have been identified a priori.*

##### **3.1.1 Research Activities**

In reporting on progress with the implementation of its research plan the fellowship will provide information and data on the following:

- organisation of, or participation in, presentations to external specialist workshops and conferences (number, dates, places, title of event)
  - individual and joint publications, directly related to the work undertaken within the contract (number, references)
  - patents or patent applications directly related to the contract (number, references)
  - development of new scientific and/or industrial collaborations (number, references)
- etc.*

##### **3.1.2 Transfer of knowledge activities**

When reporting on progress with the implementation of its ToK Plan the host fellowship organisation will provide information and data on the following:

- the rate of recruitment of experienced researchers and also where appropriate for each partner (ratio person-months filled/offered)
- the nature and justification for adjustments, if any, to the original overall number of person-months for experienced researchers as well as the breakdown, where necessary, of this overall number among other partners (see table contained in Part C)
- the time and duration of each individual appointment. [*Please note that these must be from 2 up to 24 months for TOK-IAP and recruitment in TOK-DEV fellowships. On the other hand outgoing staff members of TOK-DEV organisations could be seconded for 2 to 12 months.*]
- the number and level of involvement of senior researchers directly associated with the supervision of the recruited experienced researchers (at each partner)
- attendance at fellowship meetings, workshops and conferences by the experienced researchers (number, names, place, date)
- organisation of training events (e.g. training workshops/seminars) at individual partner sites (number, attendees' names, place, date)

## **3.2 Qualitative Indicators of progress and success to be used to monitor the project**

*Please specify the qualitative data and information ("indicators") that the fellowship **will** provide in its periodic and final reports in order to allow Commission Services to assess progress with respect to (i) the research, (ii) the transfer of knowledge and (iii) the management. To this end please examine - and edit as appropriate - the lists in the following sub-sections, given the nature of your fellowship and the intended work-plan as described above. Feel free to add any other relevant indicators, which might not have been identified a priori.*

### **3.2.1 Research Activities**

In reporting on progress with the implementation of its research plan the host fellowship organisation will provide information and data on the following:

- general progress with research activities programmed at individual and partnership level (if relevant)
- highlights on more particularly innovative developments (novel concepts, approaches, methods and / or products)
- nature and justification for adjustments, if any, to the original research work plan and/or timetable
- scientific community recognition of the fellowship research contribution (awards, invitation to conferences, ...)

### **3.2.2 Transfer of knowledge activities**

In reporting on progress with the implementation of its training plan and ToK the fellowship will provide information and data on the following:

- highlights on the exploitation of the "complementarities" where appropriate between partners with respect to ToK (for TOK – IAP)
- nature and justification for adjustments, if any, to the original ToK plan and/or timetable (e.g. opportunities for new collaborations)
- level of satisfaction of the experienced researchers (e.g. as expressed in response to questionnaires)

### **3.2.3 Management**

In reporting on progress with its management the participant(s) will provide information and data on the following:

- effectiveness of the "internal" communication and decision making between the co-ordinator and the experienced researchers, including feedback processes
- effectiveness of the recruitment strategy of the fellowship in terms of equal opportunities (including gender balance) and open competition at international level

**PART C: CONTRACT DELIVERABLES** (from A4b of the CPF forms)

Proposal Number		Proposal Acronym	
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<b>OVERALL INDICATIVE PROJECT DELIVERABLES</b>												
	<b>INCOMING RESEARCHERS</b>						<b>OUTGOING RESEARCHERS</b>					
	<b>Experienced Researchers (4-10 years)</b>			<b>Experienced Researchers (&gt; 10 years)</b>			<b>Experienced Researchers (4-10 years)</b>			<b>Experienced Researchers (&gt; 10 years)</b>		
	Full-time Person Months	Indicative number of researchers	Stipend (%)	Full-time Person Months	Indicative number of researchers	Stipend (%)	Full-time Person Months	Indicative number of researchers	Stipend (%)	Full-time Person Months	Indicative number of researchers	Stipend (%)
1												
2												
3												
4												
5												
Sub-Total												

Research classified as Laboratory-based (Y/N)	
Contribution to the research/transfer of knowledge calculated on <b>Fixed amount (F)</b> or <b>Real expenses (R)</b>	

**PART D: COMMUNITY CONTRIBUTION (from A5b of the CPF forms)**

Proposal Number		Proposal Acronym		Participant no	
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<b>OVERALL MAXIMUM COMMUNITY CONTRIBUTION</b> ERROR! REFERENCE SOURCE NOT FOUND.										
Year Reference source	Eligible expenses for the activities carried out by the researchers					Eligible expenses related to the activities of the host organisations				Maximum EC contribution  (in euro)
	-A- Monthly Living Allowance	Trans-national Mobility		-D- Career Exploratory Allowance	-E- Participation expenses of the eligible researchers	-F- Research/ training/ transfer of knowledge	-G- Management and Audit Certification	-H- Overheads	-I- Other types of eligible expenses	
		-B- Travel Allowance	-C- Mobility Allowance							
Costs (in euro)	Costs (in euro)	Costs (in euro)	Costs (in euro)	Costs (in euro)	Costs (in euro)	Costs (in euro)	Costs (in euro)	Costs (in euro)	Costs (in euro)	
Total										

*End of appendix 1*

## 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](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 should 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 process<sup>1</sup>.

### Management

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

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<sup>1</sup> 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

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.