



THE SEVENTH FRAMEWORK PROGRAMME

The Seventh Framework Programme focuses on Community activities in the field of research, technological development and demonstration (RTD) for the period 2007 to 2013

NEGOTIATION GUIDANCE NOTES

Industry-Academia Partnerships and Pathways



Specific Programme PEOPLE

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These guidance notes can be downloaded from URL: http://cordis.europa.eu/fp7/find-doc_en.html

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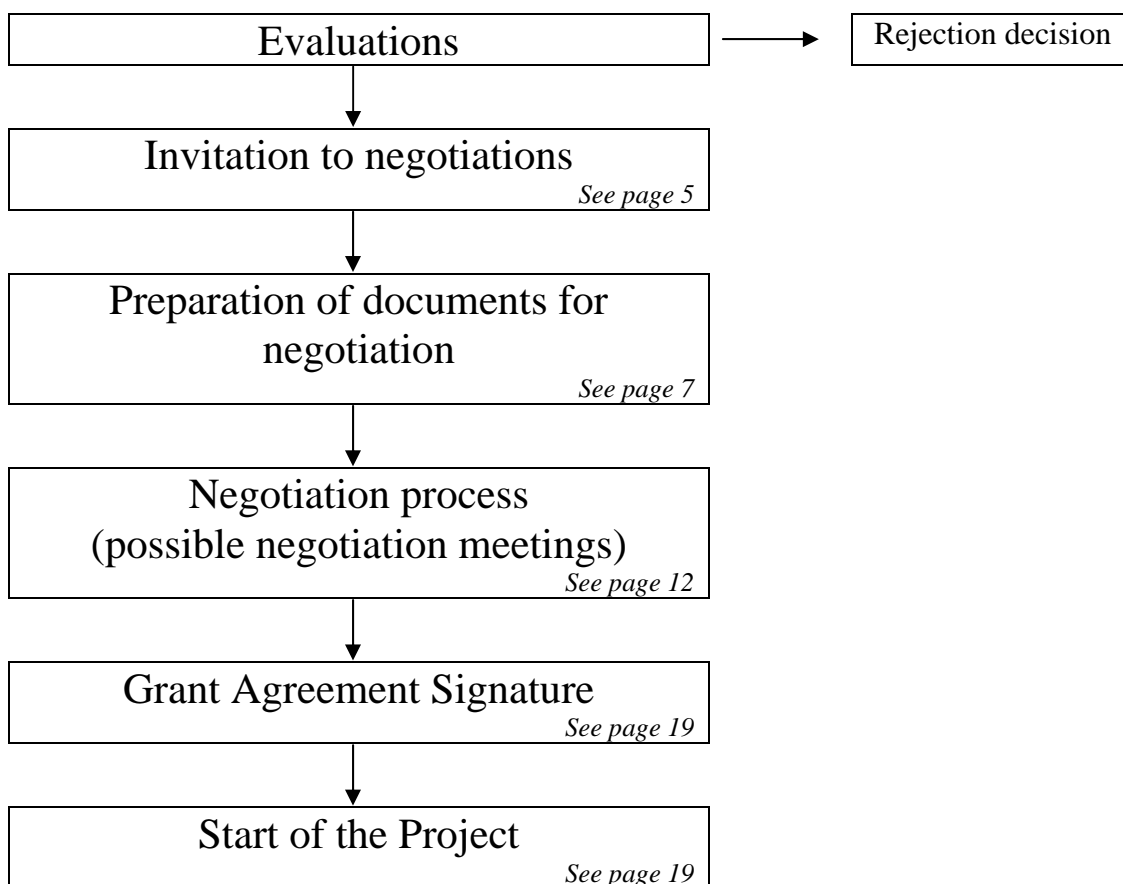
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1. INTRODUCTION

These guidance notes are provided for applicants who are invited to enter into the negotiations following the positive outcome of the evaluation of proposals for Marie Curie IAPP actions under the 7th Framework Programme of the European Community¹.

The document outlines the information and procedures in the negotiation process.

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



¹ Decision of the European Parliament and of the Council (EC) No 1982/2006 of 18 December 2006 concerning the Seventh Framework Programme of the European Community for research, technological development and demonstration activities (2007-2013) - OJ L412 of 30.12.2006, p1.

2. PREPARATION OF NEGOTIATIONS

Invitation to negotiations

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

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.

A first letter providing details on the results of the evaluation and any aspects to be reviewed during negotiation will be sent to applicants. The letter is accompanied by the Evaluation Summary Report (ESR) which summarises the results of the Evaluation Panel. The name and contact details of the Commission Project Officer(s) and Administrative Officer(s) will also be indicated here. The Project Officer(s) may request one or more negotiation meetings to be held.

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

- The deadline by which the consortium must provide the first drafts of Annex I (the Description of Work) and the Grant Agreement Preparation Forms (GPFs) including any supporting documents.
- The deadline by which negotiations must be completed.

Proposals that have undergone an ethical review, will also receive an Ethical Review Report, which may contain recommendations to be taken into account in the negotiations and in the description of work (for more details on the negotiation of ethical issues please refer to Appendix 1).

The letter of invitation also points to web addresses for:

- A copy of these guidance notes
- The model Grant Agreement and its Annexes and any special conditions that could apply
(http://cordis.europa.eu/fp7/calls-grant-agreement_en.html#people_ga)
- The "Guide to Financial Issues relating to FP7 Indirect Actions"
(ftp://ftp.cordis.europa.eu/pub/fp7/docs/financialguide_en.pdf)
- The "Rules to ensure consistent verification of the existence and legal status of participants, as well as their operational and financial capacities"
(ftp://ftp.cordis.europa.eu/pub/fp7/docs/rules-verif_en.pdf)

- The Checklist for a Consortium Agreement for FP7 projects (ftp://ftp.cordis.europa.eu/pub/fp7/docs/checklist_en.pdf)
- The Guide to Intellectual Property Rules for FP7 projects (ftp://ftp.cordis.europa.eu/pub/fp7/docs/ipr_en.pdf)
- The SME Tech Web (http://ec.europa.eu/research/sme-techweb/index_en.cfm)

The Model Grant Agreement²

Before beginning negotiation, the applicants are invited to carefully read the Model Grant Agreement specific for 'People' Programme and its Annexes (http://cordis.europa.eu/fp7/calls-grant-agreement_en.html#people_ga), which establish the legal framework for the project's funding and administration.

The Guide to Financial Issues relating to indirect FP7 actions

Before beginning negotiation, applicants are also invited to carefully read the "Guide for Financial Issues relating to indirect FP7 actions" (ftp://ftp.cordis.europa.eu/pub/fp7/docs/financialguide_en.pdf), whose purpose is to help them to understand the financial provisions of the grant agreement that they will have to sign.

The coordinator

The coordinator leads and represents the applicants in the negotiations with the Commission. Only one of the applicants can be the coordinator. That legal entity will identify one of its staff as its representative to carry out the actions required of the coordinator. The representative of the coordinator is responsible for all contacts between the consortium and the Commission. If meetings are planned, he/she attends all meetings.

Once the grant agreement enters into force the coordinator has a legal obligation to act as the interface between the Commission services and the other members of the consortium. The coordinator must ensure that all beneficiaries accede to the grant agreement within the established timescale. The coordinator submits all documents to the Commission and ensures the liaison between the consortium and the Commission. The coordinator will also be responsible for submitting the project's financial statements, will receive all payments from the Commission and will distribute them appropriately among the consortium. The choice of the coordinator should therefore take into account the organisation's management capacities and its legal and financial stability. For a comprehensive description of the role of the coordinator please refer to: Article II.2.3 of the model multi-beneficiary grant agreement (for IAPP) and the "Guide to Financial Issues relating to FP7 Indirect Actions".

² The model grant agreement in these guidance notes refers to specific model grant agreement adopted for the 'People' Specific Programme (Marie Curie Actions).

The Project Officer

The Project Officer leads and represents the Commission in the negotiations with the applicant.

The Project Officer is identified in the letter of invitation and carries out the negotiations with the coordinator, being responsible for all contacts between the Commission and the project consortium. Thus the Project Officer shall be the sole recipient of all correspondence related to the negotiations.

Preparation of documents for negotiations

At the beginning of negotiations, applicants are invited to submit a draft Annex I (the Description of Work) to the grant agreement. This is largely an updated version of part B of the proposal, taking account of the comments made by the Commission. Likewise the Grant Agreement Preparation Forms (GPFs) need to be provided.

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

for detailed information on GPFs see Chapter 5

Annex I is the reference document for the work and the effort to be executed by the Consortium in carrying out the project. It forms part of the Grant Agreement, and must facilitate the implementation and meaningful monitoring of the project for both the consortium and the Commission. The concrete goals and expected results must be clearly described (in a measurable way) and the research, technological development and demonstration to be undertaken must be clearly defined including its 'tangible' outcome.

for detailed information on Annex I see Chapter 6 and Appendix 4

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

While all participants must sign the final version of the GPFs (A2 forms), signatures are not required on any draft versions.

If not already registered in the Unique Registration Facility, beneficiaries have to provide supporting documents to enable the Commission to verify their legal existence and status.

In addition, coordinators and any other beneficiaries requesting more than EUR 500,000 EC contribution have to provide financial documents for financial viability checking (except public bodies and entities³ whose participation is guaranteed by a Member State or Associated Country).

Validation of existence and legal status of participating legal entities

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

To implement this principle, a facility called PDM-URF (Participant Data Management – Unique Registration Facility) has been developed.

A central validation team in the Commission's Research Directorate-General has started operating at the beginning of 2007. Currently close to five thousand entities are "FP7 validated" and registered in PDM-URF. The central validation team starts contacting entities once provisional ranked lists for a call are available, so that validation of the participants may be done in parallel to the negotiations.

The legal status validation is completely separated from the negotiation of individual grants. Each validated entity will receive a unique identifier (the PIC – Participant Identification Code), to be used for identifying the participant in proposals and negotiations.

For entities that are already validated at the start of a negotiation, the first version of the GPFs as seen in NEF displays the validated data (read-only), PIC number, and the validation status.

For legal entities starting negotiation without being validated the process for assigning a PIC is triggered by a self-registration by the entity at the following website: http://cordis.europa.eu/fp7/urf_en.html

The Web interface of URF serves two purposes:

- self registration - anybody can self-register an organisation and obtain a temporary PIC (Participant Identification Code) number;
- update and modification - the special appointed representative (LEAR – Legal Entity Appointed Representative) can request the modification of the data regarding an already registered organisation.

³ The Secondary and Higher Education entities, e.g. universities, fall into this category and will not need to be checked for financial viability.

Because of the latter, all new beneficiaries⁴ should introduce a request for appointment of their LEAR. Forms for the appointment of LEARs are available at http://cordis.europa.eu/fp7/urf-lear_en.html. Each legal entity appoints only one person as LEAR for managing the legal entity data stored in the central database. The LEAR will receive online access to the PDM-URF, for reading the data stored for the entity and for initiating change requests, if necessary.

The list of documents to be provided is available at http://cordis.europa.eu/fp7/urf-valid_en.html

Please note that under the IAPP scheme the verification of the SME status is necessary for the finalization of the project's budget, as equipment costs can be allowed only to those beneficiaries that are verified to conform to the SME criteria.

Additional documents will have to be submitted to check whether the beneficiary can be verified as the SME. The list of those is provided at http://cordis.europa.eu/fp7/urf-valid_en.html

Moreover, the financial viability has to be checked for coordinators and beneficiaries requesting EC contribution exceeding €500,000. The detailed information on the needed documents is as outlined in the "Rules to ensure consistent verification of the existence and legal status of participants, as well as their operational and financial capacities" (ftp://ftp.cordis.europa.eu/pub/fp7/docs/rules-verif_en.pdf).

Support during Negotiations

To facilitate efficient proceeding of the negotiations and to ensure the preparation of a high quality grant agreement the Commission offers different support and assistance services to the coordinator.

The Consortium Agreement

The Consortium Agreement (please see Appendix 2) provides the legal basis for the details of the internal relationship and responsibilities between the beneficiaries, and must be always consistent with the provisions of the grant agreement. The consortium agreement is not mandatory for IAPP projects but it is strongly recommended.

Such agreements do not affect the rights of the Commission arising from the EC grant agreement and the corresponding obligations of the beneficiaries vis-à-vis the Commission.

⁴ The beneficiaries validated for FP7 before PDM-URF was operational should also take steps necessary to appoint LEAR.

It is highly advisable that the consortium agreement (in a first version that could be updated later) **be finalised before the grant agreement is signed** and each beneficiary should have entered into the consortium agreement when it accedes to the grant agreement.

The checklist for Consortium Agreement

Applicants are invited to read the "Checklist for a Consortium Agreement for FP7 projects" ftp://ftp.cordis.europa.eu/pub/fp7/docs/checklist_en.pdf which establishes the list of issues that should be addressed in the Consortium Agreement.

However, the provisions of the Agreement are solely up to the participants. The European Commission is not a party to any Consortium Agreement and does not establish the terms and conditions of the Consortium Agreements.

Assistance with legal and financial issues

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

The Intellectual Property Helpdesk

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

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

Intellectual properties issues

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

The Gender Issues

The detailed information on the gender mainstreaming in research and FP7 projects is provided on the Commission's webpage:

<http://ec.europa.eu/research/science-society/index.cfm?fuseaction=public.topic&id=37>

The Ethical Issues

The ethical issues are one of the crucial elements that have to be addressed during the Negotiations. Apart from instructions and links provided in Appendix 1, there is general information on the Ethics in FP7 on the webpage:

http://cordis.europa.eu/fp7/ethics-ict_en.html

3. THE NEGOTIATIONS PROCESS

The Grant Agreement negotiation process comprises two main aspects:

- (i) Technical (*scientific*) negotiations
- (ii) Financial and legal negotiations.

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

In the event that the Commission requires special clarifications from the consortium and judges it necessary, a **negotiation meeting** may be held. This will be decided by the Commission's Project Officer in charge of the project negotiation and will be communicated to the consortium.

The coordinator normally attends all negotiation meetings, accompanied by the participants, as appropriate, and the Commission may be assisted by external expert(s).

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

Technical Negotiations

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

Based upon the Evaluation Summary Report, the Ethical Review Report (if applicable) and any further discussion with the Commission Project Officer, the proposal coordinator should make a first draft of the Annex I and circulate it to the other participants for approval, with the option to already send it in parallel to the Commission Project Officer for "preliminary comments". The final version of this document will form an integral part of the Grant Agreement. The requirements for the production of this Annex I are given in Chapter 6 of this document.

During this part of the negotiation process:-

- The proposal may need to be adapted to meet the recommendations indicated by the Commission.
- The full work plan of the project will need to be defined in sufficient detail.

- The work to be carried out by each of the beneficiaries and any potential future expansion of the consortium will need to be defined in sufficient detail.
- Agreement will need to be reached on the list of deliverables and their content, timing and dissemination level.
- Agreement will need to be reached on the project milestones and their relative assessment criteria,
- An indicative time schedule will need to be established for the project reviews (if not pre-defined in the special conditions of the grant agreement) – which ideally should be synchronised with the reporting periods.

Financial and Legal Negotiations

Financial negotiations focus mainly on reaching agreement on budgetary matters such as the budget for the full duration of the project and the budget breakdown for the different project periods, as well as issues related to subcontracting and third parties. They will also cover the establishment of the amount of the initial pre-financing, timing of project periods and reviews.

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

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

At this stage the Commission will also assess whether the proposed coordinator has the required management skills, capabilities and experience to carry out the coordinator's tasks.

During this part of the negotiation process:

- The total costs, total eligible costs and maximum Community financial contribution will be determined.
- A table of the estimated breakdown of budget and Community financial contribution per activity to be carried out by each of the beneficiaries will be established.
- The amount of pre-financing will be established.
- The start date and the duration of the project will be agreed upon.
- The Commission will verify the management capacity of the coordinator.
- The need for the inclusion in the grant agreement of any special clauses will be established.
- The timing of the reporting periods will be established (normally every 12 months).

- Any subcontracting or third-party issues will be clarified.
- The legal status of each applicant will be reviewed.
- The need to provide for the mid-term review of the multi-beneficiary grant agreements will be determined.
- The financial viability of the coordinator and any other applicant with an EC contribution exceeding €500,000 will be assessed.

Projects also have the opportunity, during negotiations, to consider any gender aspect that might be relevant to the project and include this as a work package or task within a work package. Projects should ensure an open and impartial selection procedure, as well as fair working conditions, to researchers recruited on projects funded under FP7. The Commission Recommendation of 11 March 2005 on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers should be applied as a reference framework for recruitment (http://ec.europa.eu/eracareers/index_en.cfm).

Completion of negotiations

At the end of the negotiations, agreement should be reached on all technical, financial and legal issues related to the Grant Agreement and the consortium should be in the position to prepare and send a final version of the relevant documents to the Commission Project Officer. Paper copies of the documents should be unbound, on white paper, with original signatures.

When also all the necessary legal and financial information required has been received and validated by the Commission, a Grant Agreement is drafted and sent to the coordinator for signature. A negotiation checklist is provided in Appendix 3 in order to assist applicants in the negotiation process.

Applicable law

The *Community* financial contribution is a contribution from the *Community* research budget with the aim to implement the 7th Research Framework Programme (FP7) and it is incumbent on the Commission to execute FP7. Accordingly, the *grant agreement* shall be governed by the terms of the *grant agreement*, the *Community* acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other *Community* law and, on a subsidiary basis, by the law of Belgium⁵.

Furthermore, the Commission may take a decision to impose pecuniary obligations, which shall be enforceable in accordance with Article 256 of the Treaty establishing the *European Community* and Articles 164 and 192 of the Treaty establishing the *European Atomic Energy Community*.

Notwithstanding the Commission's right to directly adopt the recovery decisions referred to in the previous paragraph, the Court of First Instance, or on appeal, the Court of Justice of the European Communities, shall have sole jurisdiction to hear

⁵ country of the seat of the authorising officer responsible under the internal rules on the execution of the general budget of the European Communities

any dispute between the *Community* and any *beneficiary* concerning the interpretation, application or validity of the *grant agreement* and the validity of the decision mentioned in the second paragraph.

Frequently asked Negotiation questions (FAQs)

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

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

Project preparation/negotiation costs: The Commission does not fund costs related to proposal preparation or to conducting negotiations even if the fixed start date of the project is prior to the date that the grant agreement enters into force. This means also that the Commission will not reimburse the cost of travel and subsistence of the consortium members to negotiation meetings.

Bank account: The coordinator should establish a separate bank account in Euro to allow that the Community financial contribution and related interest are identified.

Conflicts within the consortium: It is expected that during negotiations any potential conflict between two or more applicants within the consortium will be resolved internally. If an agreement cannot be arrived at, the Commission may decide to intervene and consider the termination of negotiations.

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

Consortium agreements: Consortia need to give the highest possible priority to completing the internal consortium agreements before signing the grant agreement and certain provisions relating to intellectual property must be agreed before signing the EC grant agreement.

Changes in consortium/work plan: During the negotiation a consortium may find it necessary to propose changes in the work plan or the consortium as a consequence of events which have occurred since they prepared the proposal. Changes may also be required as a consequence of the evaluation results. The Commission will consider these, but the evaluation result must be respected. If the revised work plan or consortium differs to the extent that the evaluation might have yielded a different result, the Commission will refuse the changes, or, ultimately, terminate negotiations.

Change of coordinator: The applicants have to identify from within the consortium the organisation (and the person from that organisation) that will act as their coordinator and propose this to the Commission. He/she will lead the negotiation on

the applicants' side. Most often this will be the organisation and the person who coordinated the proposal writing and submission, but another applicant may take on the role if the consortium members so agree. In any case, the Commission needs to agree to any coordinator chosen by the consortium; in case the Commission has reasons to question the requested management and coordination capabilities or the financial stability of the chosen organisation, the Commission may request the consortium to choose a different coordinator from within the consortium.

Reduction of human resources: The evaluation result of the proposal is based on a certain level of human resources and the level of funding is essentially linked to this. If during the negotiations the consortium changes the human resources requirements (or any other significant cost), the Commission funding offer may change but will not be increased.

Estimation of costs: The GPFs and Annex I require the applicants to estimate essential details of costs over the lifetime of the project in order for the Commission to establish the maximum Community financial contribution and calculate its pre-financing. Interim and final payments are based on the eligible costs actually incurred and accepted by the Commission.

Subcontracts: Beneficiaries should have the capacity to perform the tasks required by the project. Exceptionally, some limited tasks may be carried out by third parties. The beneficiary must ensure that work subcontracted does not affect its rights with regard to the use and dissemination of knowledge that are the beneficiary's property and the rights of the consortium. In addition, the beneficiary must ensure that work is performed at a reasonable cost and justify the reasons for subcontracting. Based on these elements, the Commission might require that a proposed subcontractor becomes a beneficiary. In addition, the need for the continued presence of a beneficiary - who intends to subcontract significant parts of the work - may be questioned by the Commission, since this puts into question the beneficiary's capacity to perform the tasks required by the project. Subcontracts must be awarded according to the principles of best value for money, transparency and equal treatment. More details on subcontracting under FP7 are available in Appendix 5 to these guidance notes and in the Guide to Financial issues.

Subcontracting to RTD performers (Research for the Benefit of SMEs): Subcontracting to RTD performers covers the remuneration of the resources of RTD performers for 'research and technological development activities' and/or 'demonstration activities'. The subcontracting will be considered as eligible costs for the SME participants (and, if relevant, for the other enterprises and end-users) and will be reimbursed at the funding rate applicable for 'research and technological development activities' and/or 'demonstration activities'.

Cost models:

Funding in the Marie Curie actions is based on a series of fixed costs and the Model Grant Agreement for 'People' Specific Programme can be found at: http://cordis.europa.eu/fp7/calls-grant-agreement_en.html#people_ga.

Pre-financing (advance payments): The Commission will make a pre-financing payment within 45 days of the entry into force of grant agreement or the start date of the project, except where a special clause provides otherwise.

Amendments: The Commission (with the possible assistance of external experts, e.g. in the case of significant changes) will consider requests for reasonable amendments to the grant agreement, provided they do not change the essential character of the project. Significant changes to the technical content of the work require the approval of the Commission. Amendments at the request of the consortium must be made in writing by the coordinator on behalf of the consortium and be signed by an authorised representative of the coordinating organisation.

Some Important Points to Remember

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

4. GRANT AGREEMENT

Grant Agreement signature

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

In parallel, the coordinator must distribute a copy of the Grant Agreement to the other beneficiaries, along with the Form A "Accession of beneficiaries to the Grant Agreement". The Form A is the annex IV of the model grant agreement and it will be filled for each beneficiary that is to participate in the project and sent to the coordinator together with draft Grant Agreement. Three duly completed originals of Forms A should be signed by each beneficiary and returned to the coordinator for the coordinator's signature. When the coordinator has signed all the Forms A, he/she returns one original of the Form A to the relevant beneficiary, sends one original to the Commission, and keeps one for its records.

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

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

Start of the project

The grant agreement will enter into force after its signature by the coordinator and the Commission, on the day of the last signature.

However, the relevant provisions of the grant agreement will determine the start date of the project. This may be the first day of the month following the entry into force of the grant agreement, or a specific fixed date as negotiated. Where the Consortium requires a specific fixed start date for the project that precedes the entry into force of the grant agreement, full details regarding the justification for the request should be

made in writing to the Project Officer prior to the finalisation of Annex I to grant agreement and of the GPFs. The Commission may refuse this request if no sufficient and acceptable justification is provided.

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

Pre-Financing

Once the grant agreement is in force, the Commission can make the pre-financing payment to the coordinator. The amount will be established during the negotiations and is intended to provide the beneficiaries with sufficient cash flow to carry out the first part of the project.

A pre-financing will be paid to the coordinator within 45 days following the date of entry into force of the grant agreement or the start date of the project.

As an indication, for projects with more than two reporting periods, the pre-financing amount could be around 160% of the average funding per period (Average = total EC contribution / nr of periods).

The pre-financing amount specified in the model grant agreement includes the beneficiaries' contribution to the Participant Guarantee Fund. This represents 5% of the requested total EC contribution and is transferred directly to the Guarantee Fund by the Commission.

The coordinator can only distribute the pre-financing to the other beneficiaries, once the minimum number of beneficiaries (as specified in the work programme related to the call) has acceded to the grant agreement and then only to those beneficiaries that have signed Form A and acceded to the grant agreement. More information is provided in the "Guide to Financial Issues".

What is the Participant Guarantee Fund?

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

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

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

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

The Guarantee Funds functions as follows.

- All beneficiaries to indirect actions taking form of the grant must contribute to the Guarantee Fund for the duration of the action.
- When transferring the initial pre-financing to a consortium, the Commission will deduct the relevant contribution and transfer it to the depository bank. This deduction will be equal to 5% of the Community financial contribution foreseen in Article 4 of the single-beneficiary grant agreement or Article 5 of the multi-beneficiary grant agreement.
- At the time of the final payment, beneficiaries will recover their capital unless the Guarantee Fund has incurred losses. In such a case, the Commission will deduct a maximum of 1% of the grant owed to them⁷.
- Where amounts are due to the Community by a participant, the Commission may, beside penalties which may be imposed on the defaulting participant, either transfer the amount to the coordinator of the indirect action if it is still on-going and the remaining participants agree to implement it; or recover effectively the amount from the Fund should the indirect action be terminated or already completed.

Project monitoring and Follow-up

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

Certain tasks concerning project management, financial statements or legal and financial matters may be handled by specialist staff within the Commission who communicate directly with the Project Officer(s) or the coordinator. As the FP7 programmes are funded with public funds, a public database of basic information concerning the projects is maintained. Information for this database is taken principally from forms A1 and A2 of the final GPFs, forming part of a "Project Fact Sheet" of non-confidential information such as project acronym, objectives, project summary, project beneficiaries, Community funding etc.

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 Project Fact Sheet.

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

Compulsory deliverables

According to the grant agreement all projects are obliged to submit periodic reports as well as a Final Report to the Commission.

All projects have to report on horizontal project related issues (including gender and science & society related aspects).

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

Technical audits and reviews

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

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

A schedule for any planned reviews is included in Annex I (the Description of Work).

Financial Statements

Beneficiaries, via the coordinator, will be required to submit financial statements (cost claims) during the course of their work. The frequency and format of these (and the cases where they need to be certified by an independent auditor) are defined in the grant agreement. The financial statements form the basis for any payments made by the Commission.

5. GRANT AGREEMENT PREPARATION FORMS (GPFs)

Why GPFs?

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

Certain details, principally from forms A1 and A2, are used to generate a Project Fact Sheet (see previous chapter on Project monitoring and Follow-up). The budget forms and the deliverables form are included as part of Annex I of grant agreement. The GPFs may also be used as a reference base by the Commission when receiving financial statements during the lifetime of the project.

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

Completing the GPFs

The Grant Agreement Preparation Forms (see Appendix 7) have to be completed in a web-based IT tool – NEF (Negotiation Forms). The details of access to the tool will be given in the letter of invitation to negotiations.

The forms should be completed by **all applicants** (including those not requesting any funding).

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

The use of the NEF tool for completing GPFs is mandatory. It allows the coordinator to exchange several versions with the Commission in an iterative process of negotiation.

Where to send the GPFs?

A first draft of the GPFs must be prepared and submitted electronically through NEF to the Commission's Project Officer before the first negotiation round or meeting. The final agreed version of the GPFs should be submitted to the Project Officer as soon as agreement is achieved, in one unbound copy on white paper with original signatures, and in electronic format using the NEF application. Any required supporting documentation should be provided in one copy, if not requested differently by the Project Officer.

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

The following sections provide the structure of Annex I to the grant agreement (description of work) for the Marie Curie Industry-Academia Partnerships and Pathways Action. The Annex I is an integral part of the grant agreement. Non-compliance or non-fulfilment of its content will have the same legal consequences as for any default of the other contractual conditions. It should be negotiated between the coordinator and the Project Officer.

It should be written in a clear, precise 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. amendment). This flexibility is required both for the European Commission as well as for the consortium.

Structure of Annex I

Annex I to the grant agreement (Description of Work) consists of the description of the work package, the implementation process, the budget breakdown and the list of deliverables.

Annex I – Table of contents

1. Contract details
2. List of Beneficiaries
3. Project overview
4. Milestones and planned reviews
5. Work package list
6. Work package description
7. Gantt chart of recruitments and secondments
8. Project management
 - brief description based on section B.4 of project proposal
 - subcontracting
 - small equipment for SME
 - gender aspects
 - ethical issues
9. Deliverables
10. Community contribution

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

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

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

A template (see Appendix 4) sets out the layout that must be used when drafting Annex I.

7. APPENDICES

Appendix 1 – Negotiation of ethical issues

http://ec.europa.eu/research/science-society/page_en.cfm?id=3198

Ethics is important throughout the project lifecycle, from concept to dissemination of results. The Governance and Ethics Unit (L3) in Directorate General RTD is responsible for organising the ethics reviews and ensuring that the ethics review report facilitates the scientific officers in handling ethical issues at the negotiation stage.

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

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

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

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

The ethical review within FP7 has two important functions:

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

Normally an ethical review will have been carried out and the Ethical Review report will be available by the time grant agreement negotiations begin. However, for some proposals requiring an ethical review this may not be the case. In this event, the coordinator should be informed that an ethical review is still in progress and that the

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

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 FP7 and this is unable to be resolved, the project may be stopped at any point in the evaluation/negotiation process⁹.

Management

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

Reporting

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

The Ethical Review report in Grant Agreement negotiation

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

Requirements

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

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

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

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

⁹ REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013), article 15.2.

Recommendations

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

Follow Up

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

Appendix 2 – Consortium agreement

A consortium agreement is strongly advised in IAPP projects. The consortium agreement is a legally binding agreement between the beneficiaries of the project. The contents are their sole responsibility. The Commission is not party to the consortium agreement (unless the Joint Research Centre of the European Commission is a participant in the consortium) and the Commission does NOT verify or check the content of the consortium agreement.

The terms of the consortium agreement cannot contradict or attempt to negate the provisions of the EC grant agreement. They may further develop those provisions or clarify details, specify the organisation of the work to be carried out and establish decision-making / technical management of the project, and dispute settlement procedures for the consortium. In addition, the consortium agreement is important for determining the provisions for distribution of the EC financial contribution including the pre-financing, and it can be used to identify the particular provisions relating to terms of the EC grant agreement (such as the terms and conditions of: protection or intellectual property rights; provisions for confidentiality and treatment of information; access rights to background or foreground for carrying out the project or for use of a beneficiary's own foreground; background to be brought to the project including any provisions relating to its limited or temporary exclusion).

A checklist of issues that can be addressed in the consortium agreement is available at: ftp://ftp.cordis.europa.eu/pub/fp7/docs/checklist_en.pdf.

Information and guidance on the content of a consortium agreement is also available from the IPR help-desk: <http://cordis.europa.eu/ipr-helpdesk>

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

Appendix 3 – Negotiation checklist template

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

Although the first negotiation meeting (or contact by phone /email, in case no meeting is planned) will mainly concentrate on the Annex I to grant agreement (description of work), it will also touch financial and legal issues. The consortium should therefore have prepared for discussion all the issues in the checklist for the first meeting. Indeed in some cases the Commission Project Officer will indicate in advance that he/she would like to tackle both aspects of discussion in a single meeting / contact.

CHECK LIST FOR PROJECT NEGOTIATIONS

<u>Prior to first contact</u>	
Agree coordinator	
Agree other beneficiaries' roles	
(If not already done) Confirm need for subcontracting, or any other third party, competitive calls, etc	
Establish Consortium Agreement	
Clarify each beneficiary's status for identifying the correct reimbursement rate per legal entity	
Complete first draft of Annex I and any appendices	
Complete first draft of GPFs, including bank account information	
Collect necessary supporting information / documents for GPFs (financial and legal information)	
Dispatch Annex I and GPFs to Commission Project Officer	

<u>Meeting / Contact</u>	
Discuss issues in draft Annex I :	
those addressed by ESR	
those arising during meeting/contact	
those related to individual headings in Annex I 'table of contents'	
Clarify financial/grant agreement issues :	
Acceptability of form of grant used by participants	
Confirm resources that make up the counterpart funding for the project - clarify extent of participants' other involvement in FP7/other EU programmes	
Confirm agreement on draft GPFs :	
Proposal abstract	
budget breakdown summaries (including receipts)	
Management costs	

beneficiaries' direct/indirect costs	
Subcontracts and other third parties	
Set/agree date for submission of revised/final Annex I and GPFs	
[Set/agree date and time of next meeting/contact, if necessary]	
Estimate costs of methodology certification and/or average personnel rate certification	

<u>Final submission</u>	
Submit agreed final Annex I	
Submit agreed final GPFs	
Submit any annexes	

Appendix 4 – Template for Annex I

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

SEVENTH FRAMEWORK PROGRAMME THE PEOPLE PROGRAMME

Industry-Academia Partnerships and Pathways

Annex I - "Description of Work"

1. Contract details

Grant agreement no.: *(same as proposal no.)*

Project full title:

Project acronym: *(same as proposal acronym)*

Duration of the project: *(same as indicated in the grant agreement)*

Start date of the project: *(same as indicated in the grant agreement)*

Date of approval of Annex I (last version):

2. List of Beneficiaries

Beneficiary Number *	Beneficiary name	Beneficiary short name	Country	Date enter project**	Date exit project**
1(coordinator)					
2					
3					
4					

* Please use the same beneficiary numbering as that used in the Grant agreement Preparation Forms

** Normally insert "month 1 (start of project)" and "month n (end of project)"

These columns are needed for possible later grant agreement revisions caused by joining/leaving participants.

3. Project overview

(Provide a 1 page overview of the project in terms of overall objectives, state of the art, approach and methodology)

4. Milestones and planned reviews

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

List and schedule of milestones*					
Milestone no.	Milestone name	WPs** no's.	Lead beneficiary short name	Delivery date¹⁰	Comments

* The events shown in the GPF form 3.1 shall be listed here, comments should include the participant number

** If applicable

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

Indicative schedule of project reviews*			
Review no.	Tentative timing, i.e. after month X = end of a reporting period ¹¹	planned venue of review	Comments , if any
1	After project month: X		
2	After project month: X		
3	After project month: X		
...		

Note: This is a new table which was not included in the proposal.

* A mid-term review at the half way point of the contract is strongly recommended

¹⁰ Month in which the milestone will be achieved. Month 1 marking the start date of the project, and all delivery dates being relative to this start date

¹¹ Month after which the review will take place. Month 1 marking the start date of the project, and all dates being relative to this start date

5. Work package list

Work package No ¹²	Work package title	Lead Beneficiary short name	Start month ¹³	End month ¹⁴

¹² *Workpackage number: WP 1 – WP n.*

¹³ *Relative start date for the work in the specific work packages, month 1 marking the start date of the project, and all other start dates being relative to this start date.*

¹⁴ *Relative end date, month 1 marking the start date of the project, and all end dates being relative to this start date.*

6. Work package description

Work package number	1	Start date or starting event:	
Work package title			
Beneficiary short name			

Objectives

Description of work (possibly broken down into tasks; please include events description)

Deliverables (brief description; please include description of dissemination)

Researchers involved (indicative list of staff, differentiating between Institution's own resources and Marie Curie Fellows*) (brief description based on section B.4 of project proposal)

** this refers to the personnel recruited or seconded under this grant*

Risk Analysis (brief description of what are the main risks and what actions may be needed if these occur)

Work package number	2	Start date or starting event:	
Work package title			
Beneficiary short name			

Objectives

Description of work (possibly broken down into tasks; please include events description)

Deliverables (brief description; please include description of dissemination)

Researchers involved (indicative list of staff, differentiating between Institution's own resources and Marie Curie Fellows*) (brief description based on section B.4 of project proposal)

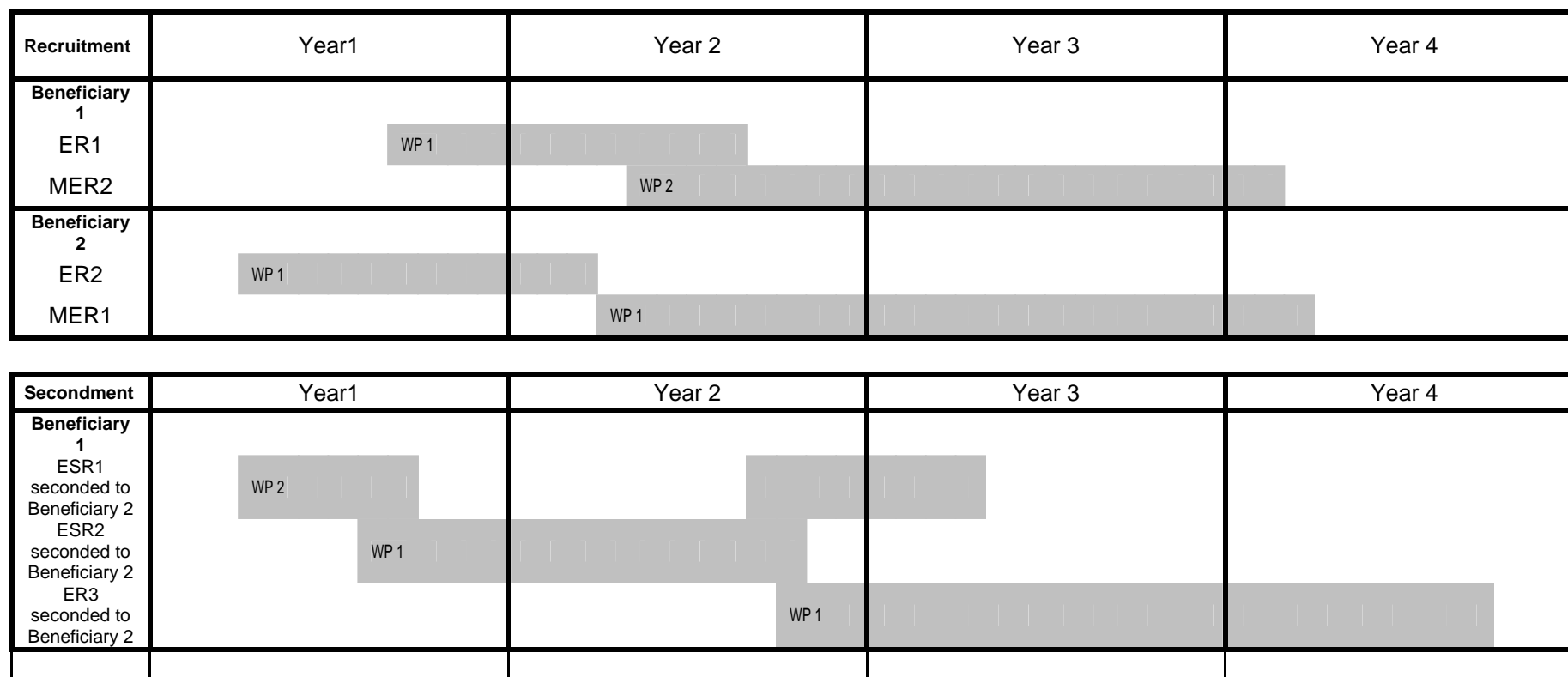
** this refers to the personnel recruited or seconded under this grant*

Risk Analysis (brief description of what are the main risks and what actions may be needed if these occur)

7. Gantt chart of recruitments and secondments

Gantt chart is a type of bar chart / table (created e.g. by using Excel) and representing the project work breakdown structure. The Gantt chart shows the project tasks (recruitment and secondment flow), with duration based on tasks start date and due date. In the Gantt chart the recruitment and secondment should be clearly separated.

Example of Gantt chart



Beneficiary 2 ER4 seconded to Beneficiary 1		WP 2			
ESR3 seconded to Beneficiary 1		WP 1 & WP2			
ESR4 seconded to Beneficiary 1		WP 1			WP 2
ER5 seconded to Beneficiary 1	WP 1		WP 1	WP 1	WP 1

8. Project management

(brief description based on section B.4 of project proposal)

Subcontracting (if applicable)

(Description of the work involved and an estimation of costs; explanation why a subcontracting is needed and how the selection will be performed)

Small equipment for SME (if applicable)

(Justify what the requested equipment will be used for and why it is essential for the planned research)

Gender

aspects

(Brief description of the type of actions that will be undertaken during the course of the project to promote gender equality; the gender dimension of the research content should also be considered)

Ethical issues (if applicable)

(Address all recommendations and requirements of the Ethical Review Committee)

Use of hESC¹⁵

All partners working with hESC confirm the following:

- The project will not use cells derived from human embryos which were created explicitly for research or from any human embryos created by means of somatic cell nuclear transfer.
- The project will only use existing cultured hESC lines, and hence does not include research activities which destroy embryos including for the procurement of stem cells.
- All hESC lines that will be used in the project result from supernumerary, non-implanted embryos resulting from in vitro fertilisation.
- Informed consent has been obtained for the use of donated embryos for the derivation of the hESC lines to be used in the project
- Protection of personal data and privacy of the donors of embryos for the derivation of the hESC lines to be used in the project is ensured.
- No financial inducements were provided for donation of embryos used for the derivation of hESC lines that will be used in the project.

The following hESC lines are to be used:

Partner	Country	Cell line(s) used	Origin of cell line ¹⁶	Date of derivation ¹⁷

European Registry for Human Embryonic Stem Cells (hESC).

The European Commission strongly encourages the partners of the project **XXXXXXXX** using hESC to provide all relevant information to the European hESC Registry. Details on how to upload the information to this registry can be found at the Registry's WEB site (www.hescreg.eu).

The objective of the European hESC Registry is to provide comprehensive information about all hESC lines available in Europe. This registry publicly accessible WEB site contains high quality data about these hESC lines and will inform about interesting developments, such as clinical trials. The registry will allow monitoring of existing hESC lines in Europe, will contribute to maximise their use by scientists and may help to avoid unnecessary derivations of lines. It will also play an important role in the creation of common international standardisation for the characterisation of these hESC, essential for progress towards new cures and therapies.

This European hESC Registry will offer the research community, legislators, regulators and the general public at large an in-depth overview on the current status of hESC research in Europe. The establishment of such a European hESC Registry was a response to a strong political demand and its operational success will be very important for future European policies on the use of hESC in Europe.

¹⁵ This part applies only for projects involving the use of human Embryonic Stem Cells

¹⁶ For example "Wicell, USA"

¹⁷ For example "12/2004"

The European hESC Registry, supported by an FP6 Specific Support Action, is jointly operated by the Stem Cell Bank of the Centre of Regenerative Medicine in Barcelona (Prof. Anna Veiga) and the CellNet initiative at the Berlin-Brandenburg Centre for Regenerative Therapies in Berlin (Prof. Joeri Borstlap).

9. Deliverables

Copy of GPF, form A.3.2 to be added by the Commission at the end of the Negotiation.

10. Community contribution

Copy of GPF - form A.3.4 to be added by the Commission at the end of the Negotiation.

Appendix 5 – Subcontracting in FP7¹⁸

What subcontracting may be carried out under FP7 projects and when?

The EC model grant agreement indicates that *Beneficiaries* 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.

Subcontracting may concern only certain parts of the project, as the implementation of the project lies with the participants. Therefore, the subcontracted parts should in principle not be “core” parts of the project work. In cases where it is proposed to subcontract substantial/core parts of the work, this question should be carefully discussed with and approved by the Commission and those tasks identified in this chapter of Annex I. In some cases, the intended subcontractor should instead become a beneficiary, or the consortium should find another beneficiary able to perform that part of the work.

During the implementation of the *project*, beneficiaries may subcontract other minor support services, which do not represent core elements of the *project* work. Coordination tasks of the coordinator such as the distribution of funds, the review and collection of reports and others tasks mentioned under Article II.2.3 cannot be subcontracted. Other project management activities could be subcontracted under the conditions established for subcontracting.

Tasks to be performed by a subcontractor including a financial estimation of the costs, should be identified in this part of Annex I. It is not necessary to identify the subcontractor, except where the subcontractor has already been identified following the procedures described below.

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 beneficiaries.

What are the conditions under which subcontracting may be carried out under FP7 projects?

Article II.7.2 of the model grant agreement requires beneficiaries 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 subcontract¹⁹. Many organisations have framework contracts with a third party

¹⁸ Other than subcontracting to RTD performers (Research for the Benefit of SMEs)

¹⁹ **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

to carry out routine and repetitive tasks. They have been established before the beginning of the project, and are the usual practice of the beneficiaries for a given type of task. These frameworks contracts can be used to carry out tasks necessary for implementing the EC project provided they have been established on the basis of the principles of best value for money and transparency mentioned above.

Public entities must follow the procurement principles established by their national authorities; however, they should in any case comply with the terms of the GA.

Also subcontracting cannot be used to avoid the rules for participation (i.e. to provide financing to a legal entity that would not otherwise have been eligible for funding under the Framework Programme).

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

The beneficiary remains responsible for all its rights and obligations under the EC grant agreement, also for the tasks carried out by a subcontractor. The beneficiary must ensure that the intellectual property that may be generated by a subcontractor reverts to the beneficiary so that it can meet its obligations under the EC grant agreement. In addition, the EC grant agreement requires that the beneficiary 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 the work carried out. The work that a subcontractor carries out under the project belongs to the beneficiary in the EC grant agreement. A subcontractor has no rights or obligations vis-à-vis the Commission or the other beneficiaries to the EC grant agreement as it is a third party. However, as mentioned above, the beneficiary 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 beneficiary. For more information see Article II.15 in the Guide to Financial issues.

services applies and the publication of a call for tenders is mandatory. For subcontracts below those thresholds, the beneficiary should follow internal procedures, assuming that they comply with the terms of the EC contract. However, they should in any case comply with the terms of the GA.

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, beneficiaries 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 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.

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

Subcontracting certificates

The provisions applying to subcontractors apply also to external auditors. When the beneficiary uses its usual external auditor it is considered that it has been chosen by transparent means according to the provisions of the EC grant agreement (Article II.7).

The cost of a certificate is an eligible cost under the management activities, under subcontract costs. VAT charged by the auditor is not an eligible cost.

A certificate for the subcontractor's costs is not needed. The costs of the subcontractor will be covered by the beneficiary's certificate.

Other third parties

A third party, is, by definition, any legal entity which does not sign the GA. A subcontractor is a type of third party, but not the only one. As the implementation of the project is the responsibility of the beneficiaries (who do sign the GA), as a general rule beneficiaries should have the capacity to carry out the work themselves. Therefore the rule is that the costs eligible in a project must be incurred by the beneficiaries (the signatories to the GA).

However, in some circumstances the GA accepts some third parties whose costs may be eligible.

A third party may contribute to the project in two possible ways:

- **making available its resources to a beneficiary (in order for the beneficiary to be able to carry out part of the work)**
- **carrying out part of the work themselves.**

These costs may be eligible under certain conditions:

- The third party, the tasks to be performed, and the resources allocated to the project by a third party must be identified during the negotiations and mentioned in this part of Annex I (and in some cases also in a special clause in the GA)
- In the case of third parties carrying out part of the work which are not subcontractors, the beneficiaries will be entitled to charge their costs only in the cases covered by the special clause. It is essential therefore to discuss these cases during the negotiations, and if they are accepted, to include the relevant special clause in the grant agreement.

Appendix 6 – How to consider Gender Aspects in projects

The European Commission attaches considerable importance to gender equality. Articles 2, 3, 13, 137 and 141 of the EC treaty endorse the principles of equal treatment in all activities including research and technological development. Furthermore, in April 2005, the Competitive Council invited the Commission to continue improving the participation of women in all areas of research and to further develop the Gender Watch System. The Commission has set targets to have a 40% representation of both sexes on all groups, panels and committees including those associated with the Research Framework programmes.

The lack of women's participation in scientific research, especially at high level, has been documented for many scientific fields. All projects are encouraged to have a balanced participation of women and men in their research activities and to raise awareness on combating gender prejudices and stereotypes.

Sex and / or gender are relevant variables in many research fields and generally referred to as the gender dimension of the research content. When human beings are involved as research subjects or users, and in training or dissemination activities, gender differences may exist. These must be addressed as an integral part of the research to ensure the highest level of scientific quality. The Work Programmes of the different themes may indicate specific topics where gender aspects should be given specific attention. It is easy to understand that sex and gender are variables that must be addressed when considering health research but it might be less easy to understand that gender could also be an important factor in, for example, aeronautical or energy research. As a guideline, wherever human beings are involved in the research, for example as consumers, users and patients, or in trials, gender will be an issue and should be considered and addressed.

The Commission will inform the coordinator, during grant negotiation, of the importance of having a good gender balance within the project. The Commission will also inform the coordinator on whether it considers the gender dimension of the research content an area that should be addressed within the project.

Beneficiaries should note that, in FP7, parental leave costs are reimbursable.

Consideration of Gender Aspects for Collaborative Projects and Networks of Excellence

As indicated in Part B of the Guide for Applicants, beneficiaries will be invited, during grant negotiation, to consider how best to promote gender equality during the lifetime of their projects both in terms of a balanced participation of men and women and in terms of the gender dimension of the scientific research.

Beneficiaries opting to promote gender equality within the project should submit either a dedicated work package or a task within a work package indicating the actions they intend to carry out. These will form part of the grant agreement and will

be assessed during subsequent reporting periods, as defined in the Grant Agreement.

The following list gives examples of possible actions that might be considered to promote the higher participation of women in scientific research and FP7 projects. The list is not exhaustive and any other action proposed by the consortium is welcome.

Actions to achieve gender balance within the workforce

- Survey the position and the needs of women staff
- Design and implement equal opportunities policy
- Positive actions for women scientists re-entering professional life
- Set targets to achieve gender balance in decision-making positions
- Design and implement mentoring schemes for women
- Promote women's participation in Consortium research activities
- Promote women's participation in committees and working groups
- Design and implement gender awareness training for HR Managers
- Family friendly working conditions

Monitoring actions

- Appoint gender equality officer
- Create an equal opportunities commission
- Collect sex-disaggregated data on workforce regularly
- Collect data on women's participation in research activities
- Monitor impact of family friendly working conditions
- Disseminate data collection results within workforce
- Studies or analysis of attitudes / priorities of research personnel in the scientific field of the project

Actions to raise gender awareness

- Organise conferences, seminars, lectures with gender experts
- Set up a gender awareness group
- Develop information tools (newsletters, websites, etc)
- Network with women's organisations or equal opportunities bodies

Actions to promote women in science

- Organise outreach activities in the school system
- Invite students to visit the research laboratories
- Organise girls' days
- Deliver lectures in universities/higher education institutions
- Offer traineeships to women students

Appendix 7 - Grant Agreement Preparation Forms (GPFs)

Grant Agreement Preparation Forms

Project number

Project title

Call (part) identifier

Funding scheme

Marie Curie Actions—Industry-Academia Partnerships and Pathways (IAPP)

INTRODUCTION

Grant Agreement Preparation Forms (GPF's) have been designed to facilitate the project negotiations and the production of the grant agreement. It is a main communication instruments between the co-ordinator representing the Consortium and the Commission's Project Officer. Essentially the forms are used to identify the beneficiaries that will sign/accede to the grant agreement, to determine the eligible costs and Community contribution and to electronically capture structured information on work packages, efforts, milestones and deliverables. The forms also include a standard declaration to be signed by each participating organisation.

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

- Annotations – these are attached to the standard forms and should be read carefully
- Pre-filled legal information (see below)
- NEF – to be used by the co-ordinator and the beneficiaries to edit the content of the GPF's

Furthermore two tools can be used by beneficiaries if they wish, these are a self-check of the Financial Viability and a self-check to determine whether an organisation is an SME.

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

A1: Our project

Project Number 1		Project Acronym 2	
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ONE FORM PER PROJECT

GENERAL INFORMATION

Project title 3			
Starting date 4			
Duration in months 5			
Call (part) identifier 6			
Marie Curie action-code		Scientific panel	
Activity code(s) most relevant to your topic 7			
Free keywords 8			
Abstract 9 (max. 2000 char.)			

A2.1: Who we are

Project number ¹		Project acronym ²		Participant number in this project ¹⁰		Participant short name ¹¹	
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ONE FORM PER PARTICIPANT

LEGAL DATA

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

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

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

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

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

A2.2: Who we are

Project number ¹		Project acronym ²		Participant number in this project ¹⁰		Participant short name ¹¹	
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ONE FORM PER PARTICIPANT

STATUS OF YOUR ORGANISATION

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

Your organisation is:

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

A2.3: Authorised Representatives

Project number ¹		Project acronym ²		Participant number in this project ¹⁰		Participant short name ¹¹	
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ONE FORM PER PARTICIPANT

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

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

A2.4: How to contact us

Project number ¹		Project acronym ²		Participant number in this project ¹⁰		Participant short name ¹¹	
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ONE FORM PER PARTICIPANT

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

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

A2.5: Our commitment

Project number ¹		Project acronym ²		Participant number in this project ¹⁰		Participant short name ¹¹	
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ONE FORM PER PARTICIPANT

CERTIFIED DECLARATION

1- As an authorised representative to sign the grant agreement or to commit the abovementioned organisation, I am fully aware that a grant agreement may not be awarded to an applicant who is, at the time of a grant award procedure, in one of the situations referred to in Articles 93(1), 94 and 96(2)(a) of the Council Regulation (EC, Euratom) N° 1955/2006 of 13 December 2006 on the Financial Regulation applicable to the general budget of the European Communities [OJ L 390, 30/12/2006, p1].

As a consequence, I certify that:

- In compliance with article 93(1) of the abovementioned Regulation, none of the following cases apply to our organisation:
 - a) it is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - b) it has been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata;
 - c) it has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
 - d) it has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
 - e) it has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the communities' financial interests;
 - f) it is currently subject to an administrative penalty referred to in Article 96(1) of the above-mentioned regulation.

- In compliance with article 94 of the abovementioned Regulation, and as far as the current grant award procedure is concerned, our organisation:
 - g) is not subject to a conflict of interest;
 - h) has not made false declarations in supplying the information required by the Commission as a condition of participation in the grant award procedure or does not fail to supply this information;
 - i) is not in one of the situations of exclusion, referred to in the abovementioned points a) to f).

2- As an authorised representative to sign the grant agreement or to commit the abovementioned organisation, I also certify that our organisation:

- is committed to participate in the abovementioned project;

- has stable and sufficient sources of funding to maintain its activity throughout its participation in the abovementioned project and to provide any counterpart funding necessary;

- has or will have the necessary resources as and when needed to carry out its involvement in the abovementioned project.

3- As an authorised representative to sign the grant agreement or to commit the abovementioned organisation, I finally certify that all the information relating to our organisation set out in the different Grant Agreement Preparation Forms are complete, accurate and correct; and that the estimated costs meet the criteria for eligible costs for FP7 projects – as established by the EC model grant agreement – are notably based on our usual accounting and management principles and practices, and reflect the costs expected to be incurred in carrying out the foreseen work described in Annex I (description of work).

A2.5: Our commitment

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

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

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

A2.6: Data Protection & Coordination Role

Project number ¹		Project acronym ²		Participant number in this project ¹⁰		Participant short name ¹¹	
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SIGNED ONLY BY THE COORDINATOR – PARTICIPANT NO. 1

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

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

Any sensitive information or material used as background or produced as foreground in this project is covered by a Security Aspect Letter (SAL) ³⁹ which is provided. If sensitive information or material is found to be required at a later stage of the project, amendment to the grant agreement will be requested and a SAL will be provided.

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

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

A3.1: Indicative recruitment table and events

Project Number ₁		Project Acronym ₂	
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ONE FORM PER PROJECT

Estimated average travel allowance for unknown fellows		Estimated percentage of fellow months with higher mobility allowance for unknown fellows	Early stage researcher (ESR)	
			Experienced researcher 4-10 years (ER 4-10)	
			Experienced researcher >10 years (ER >10)	

Fellow no	Recruiting participant	Seconded from participant	Type of contract	Category	Mobility allowance	Travel allowance	Planned start date	Duration	Monthly living and mobility allowance (A)	Travel allowance (B)	Career exploratory allowance (C)	Contribution to the participation expenses of eligible researchers (D)	Contribution to the research/training/transfer of knowledge programme expenses (E)
Early stage researcher seconded													
Experienced researcher (4-10 years) recruited													
Experienced researcher (4-10 years) seconded													
Experienced researcher (>10 years) recruited													
Experienced researcher (>10 years) seconded													
Total													

Event number	Participant hosting the event	Type of event	Month when the event will take place	Number of researcher days for researchers from outside the network	Contribution to the organisation of international conferences, workshops and events (F)

A3.2: Deliverables

Project Number ₁		Project Acronym ₂	
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ONE FORM PER PROJECT

	Recruitments						Secondments						Total	Events				
	Experienced researchers (4-10)			Experienced researchers (>10)			Early stage researchers			Experienced researchers (4-10)						Experienced researchers (>10)		
	Months	Researchers	% Fixed amount contract (B)	Months	Researchers	% Fixed amount contract (B)	Months	Researchers	% Fixed amount contract (B)	Months	Researchers	% Fixed amount contract (B)				Months	Researchers	% Fixed amount contract (B)
Total																		

A3.3: Contribution per participant

Project Number ₁		Project Acronym ₂	
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ONE FORM PER PROJECT

Participant legal name (Participant shortname)

	Monthly living and mobility allowance (A)	Travel allowance (B)	Career exploratory allowance (C)	Contribution to the participation expenses of eligible researchers (D)	Contribution to the research/ training/ transfer of knowledge programme expenses (E)	Contribution to the organisation of international conferences, workshops and events (F)	Management activities (including audit certification) (G)	Contribution to overheads (H)	Other types of eligible expenses / specific conditions (I)	Total
Year 1										
Year 2										
Year 3										
Year 4										
Total										

A3.4: Total contribution per cost category

Project Number ₁		Project Acronym ₂	
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ONE FORM PER PROJECT

	Monthly living and mobility allowance (A)	Travel allowance (B)	Career exploratory allowance (C)	Contribution to the participation expenses of eligible researchers (D)	Contribution to the research/ training/ transfer of knowledge programme expenses (E)	Contribution to the organisation of international conferences, workshops and events (F)	Management activities (including audit certification) (G)	Contribution to overheads (H)	Other types of eligible expenses / specific conditions (I)	Total
Year 1										
Year 2										
Year 3										
Year 4										
Total										

A4: Bank account

Project Number ¹		Project Acronym ²	
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Co-ordinator's Banking information

Account name ⁵⁰			
Full address of account holder			
PO box ¹⁵		Postal code/Cedex ¹⁵	
Street name and number ¹⁵			
Town		Country ¹⁶	
VAT number			
Contact person for the account			
Name		First name(s)	
Phone ²¹		Fax ²¹	
E-mail			

Bank name			
Branch address (full address – PO box not accepted)			
Postal code/Cedex ¹⁵			
Street name and number ¹⁵			
Town		Country ¹⁶	

Details of bank account			
IBAN ⁵¹			
or			
ACCOUNT NUMBER			

We certify that above information declared is complete and true.

BANK STAMP + SIGNATURE BANK REPRESENTATIVE ⁵²
(both obligatory)

DATE + SIGNATURE ACCOUNT HOLDER
(obligatory)

1. Project number

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

2. Project acronym

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

3. Project title

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

4. Starting date

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

5. Duration

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

6. Call (part) identifier

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

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

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

8. Free keywords

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

9. Abstract

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

10. Participant number

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

11. Participant short name

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

12. Participant identity code

To be completed when Unique Registration Facility will be operational.

13. Participant legal name

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

14. Status of validation

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

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

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

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

15. Address data

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

16. Country

The name of the country as commonly used.

17. Legal registration number, place and date of registration

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

18. VAT number

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

19. Legal form

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

20. Contact person for legal information

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

21. Phone and fax numbers

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

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

See table before endnotes

23. Natural person

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

24. Public body

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

25. Non profit public body

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

26. Profit public body

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

27. International organisation of European interest

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

28. International organisation – other

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

29. Secondary and higher education establishment

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

30. Research organisation

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

31. Enterprise

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

32. SME

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

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

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

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

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

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

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

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

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

33. Non-SME

An enterprise that is not an SME.

34. Title

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

35. Gender

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

36. Position

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

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

Please indicate here the postal address for contact purposes.

38. Signature

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

39. Security Aspect Letter

See Appendix 4 of the Negotiation Guidance Notes for FP7 Collaborative Projects, Networks of Excellence, Coordination and Support Actions, Research for the benefit of Specific Groups (in particular SMEs) available on Cordis website:

ftp://ftp.cordis.europa.eu/pub/fp7/docs/negotiation_en.pdf."

50. Account name

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

51. IBAN

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

52. Bank stamp + signature bank representative

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

100. Entities composed of one or more legal entities

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