

# Fuel Cells and Hydrogen Joint Undertaking (FCH JU)

# **NEGOTIATION GUIDANCE NOTES**

Collaborative Projects Coordination and Support Actions

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#### Disclaimer

This document is aimed at assisting participants who are invited for project negotiation following the evaluation of their proposal. It outlines the information and procedures in the negotiation process. It is provided for information purposes only and its contents are not intended to replace consultation of any applicable legal sources or the necessary advice of a legal expert, where appropriate. Neither the FCH-JU nor any person acting on its behalf can be held responsible for the use made of these guidance notes.

# TABLE OF CONTENTS

SCOPE AND CONTENT	
1. ARRANGEMENTS FOR NEGOTIATIONS	4
Invitation to negotiations	
Online negotiation tool NEF	4
Validation of existence and legal status of participating legal entities	5
Negotiation meetings	
The coordinator	6
The Consortium Agreement	6
Support during negotiations	6
2. CONTENT AND COURSE OF NEGOTIATIONS	7
Technical negotiations	
Financial and legal negotiations	
Completion of the negotiations	
Grant Agreement signature	
Start of the project	
Pre-financing	
3. NEGOTIATION FACILITY TOOL (NEF)	
The scope of NEF	
Working with NEF during the negotiations	
Finalising the GPFs	
4. PROJECT MONITORING AND FOLLOW-UP	
Project Fact Sheet	
Deliverables	
Technical audits and reviews	13
Financial Statements	14
5. FREQUENTLY ASKED QUESTIONS	
6. APPENDICES	
Appendix 1 – Layout of Negotiation Mandate	19
Appendix 2 – Templates for Description of Work (DoW)	20
The description of Work – Annex 1 to the Grant Agreement	
Annotated Structure of Annex I to GA – Collaborative Projects	
Annotated Structure of Annex I to GA – Coordination Actions	
Annotated Structure of Annex I to GA – Support Actions	31
Templates for Annex I	
Template: Cover page	
Template: Milestones List and planned reviews	33
Template: Work package list	34
Template: Deliverables list	
Template: Project Effort Form 1 - Indicative efforts per beneficiary per WP	36
Template: Project Effort Form 2 - indicative efforts per activity type per beneficiary	
Template: Workpackage description	
Appendix 3 – Consortium Agreement	
Appendix 4 – Negotiation checklist template	
Appendix 5 – Subcontracting in FCH JU.	
Appendix 6 – How to consider gender aspects in projects	44
GRANT AGREEMENT_PREPARATION FORMS	
Introduction	
Appendix 1 to the Grant Agreement Preparation Forms	62
Information for financial capacity check - Simplified accounts	
End notes to Grant Agreement Preparation Forms	

# SCOPE AND CONTENT

According to Article 16 of the FCH JU Regulation<sup>1</sup> the Commission shall be responsible for the establishment and initial operation of the FCH Joint Undertaking until the Joint Undertaking has the operational capacity to implement its own budget.

Therefore, the first Call for proposals will be managed by Commission officials and the infrastructure to be used for submission of proposals will be the one of the Commission.

These guidance notes are provided for applicants who have been invited for project negotiations following the evaluation of proposals for Collaborative Projects and Coordination and Support Actions under the Annual Implementation Plan(s) of the Fuel Cells and Hydrogen Joint Undertaking (FCH-JU).

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

<sup>&</sup>lt;sup>1</sup> Council Regulation (EC) No 521/2008 of 30 May 2008 setting up the Fuel Cells and Hydrogen Joint Undertaking

# **1. ARRANGEMENTS FOR NEGOTIATIONS**

# Invitation to negotiations

Following the positive evaluation of a proposal and the definition by the FCH-JU of a maximum FCH-JU financial contribution for the work, the proposal coordinator is invited in writing to commence negotiations with the FCH-JU. The overall purpose of the negotiation process is to agree on the scientific-technical details of the project and to collect financial and legal information needed for preparing a Grant Agreement as well as for the project management and reporting on the project execution.

The letter of invitation to negotiations provides details on the results of the evaluation and includes a copy of the Negotiation Mandate. To the letter is attached the independent experts' advice to the FCH-JU in the form of the Evaluation Summary Report (ESR).

Proposals that have undergone an ethical review also receive an Ethical Review Report that may contain recommendations to be taken into account in the negotiations and in the description of work.

For proposals using or generating "Classified information", additional specific procedures should be addressed during the negotiations.

The Negotiation Mandate sets the framework for the negotiations, listing the key points of information and instruction for the project coordinator (the layout of the Negotiation Mandate can be found in Appendix 1). It indicates requests for clarification and changes to the proposed technical content that need to be addressed during the negotiations. Stated are the maximum FCH-JU contribution available for the project and the suggested duration of the project. The names and contact details of the FCH-JU Project Officer(s) for returning all required documents and/or of the Administrative Officer(s) for seeking clarifications on the Grant Agreement Preparation Forms (GPFs) are also provided here. The Project Officer(s) may request one or more negotiation meetings to be held (normally in Brussels). If any meetings are scheduled, then the Negotiation Mandate may inform of their timing and location. Finally, the Negotiation Mandate gives the interim deadlines by which the Consortium must submit the first draft of Annex I to the Grant Agreement (Description of Work) and the GPFs, including all supporting documents, as well as the general deadline by which the negotiations must be completed.

To further inform and instruct the applicants, the letter of invitation points to the web addresses of guiding documents to consult during the negotiations, including:

- A copy of these guidance notes

- The Model Grant Agreement and its annexes and any special conditions that could apply

- The Checklist for a Consortium Agreement

Before beginning the negotiations, applicants are invited to carefully read especially the Model Grant Agreement and its Annexes, as these establish the legal framework for the funding and administration of the project.

# Online negotiation tool NEF

To facilitate the negotiation process, the Commission Services provide the interactive online tool NEF (Negotiation Facility). The letter of invitation to negotiations gives details on access to it.

The tool serves as the main channel for communication and exchange of negotiation information between the FCH JU Project Officer(s) on the FCH JU's side and the coordinator on the applicants' side. The forms in NEF are essentially the GPFs implemented electronically.

Some of the form fields are pre-filled with data from the proposal or automatically downloaded to NEF from the FP7 participant database PDM (Participant Data Management) while others need to be completed. The facility allows the coordinator to view and modify general, legal and financial information. The FCH JU assesses and gives its comments on the records received. Several versions may be exchanged in an iterative negotiation process until the FCH JU approves the final complete and valid set of data. Once agreed on, all details from NEF are exported into the GPFs (i.e. a pdf version of the forms) ready for signature.

## Validation of existence and legal status of participating legal entities

One of the prerequisites for signing a Grant Agreement in FP7 is validation by the Commission of the beneficiaries' existence as legal entities with a certain legal status. As a principle for FP7, such validation is done only once for each entity. As soon as an entity carries the label "FP7 validated," it can participate in subsequent grants without repeated validation. When third parties intend to carry out parts of the work (cases of Special Clause 12), the Commission must have validated their legal existence and status too before the Grant Agreement can be signed (see Appendix 6).

For the purpose of one-time validation of the participants' existence and legal status, the Commission Services provide the central facility PDM (Participant Data Management), linked to the online self-registration tool URF (Unique Registration Facility). A Central Validation Team (CVT) has been created as part of PDM-URF. The CVT validates the legal existence and status on the basis of supporting documents. The validation process is triggered by self-registration of the organisation in the URF (https://ec.europa.eu/research/participants/urf). Before a self-registration, participants should check in the search tool provided by the URF if their organisation is already registered. If this is the case, the existing Participant Identification Code (PIC) should be used.

Self-registration is possible at any moment but must be done at the latest when an organisation is invited to grant agreement negotiation. Validations of beneficiaries involved in negotiations are treated with highest priority.

Upon successful validation, each entity receives its final unique identifier, the PIC (Participant Identification Code). The PIC is a nine-digit number to be used for identifying the participant in any FP7 related interactions.

Each legal entity to be validated shall appoint one person, the LEAR (Legal Entity Appointed Representative), authorised to represent the entity and manage its legal information stored in the central database. The LEAR has online access to PDM-URF for viewing the data stored for the entity and for initiating change requests, if necessary. The details on LEAR appointments are available at http://cordis.europa.eu/fp7/urf-lear\_en.html.

When a PIC for an already validated entity is used during proposal submission or at the start of the negotiations, NEF shows its validated data (read-only) and validation status as registered in the central organisation database PDM.

## Negotiation meetings

Depending on the size and nature of the project, meetings between the Consortium and the FCH JU may, or may not, be required. This is decided by the FCH JU Project Officer in charge of the project negotiations and may be communicated to the Consortium in the Negotiation Mandate, in which details on the date, time, address, and duration and draft agenda of the first meeting may be outlined.

The coordinator normally attends all meetings, accompanied by a small number of the participants, as appropriate, and the FCH JU may be assisted by external experts. This may be one or more of the experts who assisted the FCH JU in the evaluation of the proposal.

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

# The coordinator

The coordinator leads and represents the applicants in the negotiations with the FCH JU.

Only one of the applicants can be coordinator. That legal entity is to identify one member 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 FCH JU. 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 FCH JU 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 provides all information and submits all documents to the FCH JU and ensures the liaison between the Consortium and the FCH JU. The coordinator is also responsible for submitting the financial statements and normally receives also all payments from the FCH JU and distributes them appropriately among the Consortium. The choice of the coordinator should therefore take into account the management capacities of the organisation 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 Grant Agreement.

# The Consortium Agreement

The Consortium Agreement (please see Appendix 3) provides the legal basis for the internal relationship and responsibilities among the beneficiaries, always consistent with the provisions of the Grant Agreement. The Consortium Agreement is mandatory for all projects unless specifically excluded by the terms of the call for proposals. Such agreements do not affect the rights of the FCH JU arising from the Grant Agreement and the corresponding obligations of the beneficiaries vis-à-vis the FCH JU.

Applicants are invited to read the checklist of issues that should be addressed in the Consortium Agreement (available on CORDIS <u>http://cordis.europa.eu/fp7/find-doc\_en.html</u> and on the FCH JU website <u>http://ec.europa.eu/research/fch</u>). 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. Each beneficiary should have entered into the Consortium Agreement when it accedes to the signed Grant Agreement.

The FCH JU does not review or comment on Consortium Agreements.

# Support during negotiations

The Negotiation Mandate specifies the name and contact details of the FCH JU official(s) acting as Project Officer(s) for the project. This person can be approached with specific requests for assistance on any issue related to the negotiation.

# 2. CONTENT AND COURSE OF NEGOTIATIONS

Recalling their overall purpose, the negotiations involve the fine-tuning of proposal details essential for the smooth running of the project in its execution phase. The issues to finalise reflect two concerns: agreeing on the description of project work to be carried out under the Grant Agreement within the associated budget and establishing the legal and financial information needed for concluding the Grant Agreement itself. Accordingly, the project negotiation process comprises two main aspects: technical (*scientific*) negotiations and financial and legal negotiations. The two aspects are intrinsically linked and are negotiated in parallel.

Appendix 4 to these notes provides a negotiation checklist to keep applicants on track throughout the various steps and issues of the negotiations.

### Technical negotiations

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

During this part of the negotiation process:

- The proposal may need to be adapted to meet the recommendations of the evaluation, as described in the Negotiation Mandate.
- The FCH JU verifies that the project objectives are 'SMART' (S-Specific, M-Measurable, A-Attainable, R-Realistic, T-Timely).
- The full work plan of the project has 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 has to be defined in sufficient detail.
- The list of deliverables and their content, timing and dissemination level are agreed.
- The project milestones and their assessment criteria are agreed.
- An indicative time schedule for the project reviews, ideally synchronized with the reporting periods, is established (if not pre-defined in the special conditions of the Grant Agreement).

The structure of Annex I (Description of Work) follows the same basic layout as the proposal, comprising two parts, Part A and Part B. Part A contains the list of participants, the overall budget breakdown for the project and the project summary. These details are collected through NEF, so the final Annex I must include the same information as the final GPFs. Part B is based on information from Part B of the original proposal that has to be updated to respect the recommendations of the evaluation.

While Part A and Part B of Annex I are similar for all funding schemes, in certain sections they are funding scheme specific. The document entitled "Templates for Description of Work (DoW)" should be followed in all cases. It provides an annotated structure of Annex I for Collaborative Projects and Coordination and Support Actions. The templates can be found in Appendix 2.

# Financial and legal negotiations

The 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 also cover the establishment of the amount of the initial pre-financing, timing of project periods and reviews.

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

During this part of the negotiation process:

- The total costs, total eligible costs and the maximum FCH JU financial contribution are determined. Special attention should be given to the methodology to calculate the personnel costs and the indirect costs.
- A table of the estimated breakdown of the budget and the FCH JU financial contribution per activity to be carried out by each of the beneficiaries is established.
- The amount of the pre-financing is established.
- The start date and the duration of the project are agreed upon.
- The FCH JU verifies the operational capacity of the proposed coordinator, i.e. whether that organisation has the required management skills, capabilities and experience to carry out the coordinator's role.
- The need for the inclusion in the Grant Agreement of any special clauses is established.
- Where applicable, a 'road map' is established for any planned competitive calls relating to the later addition of new project partners and the budget available for the Consortium's expansion agreed upon.
- The timing of the reporting periods is established.
- Any subcontracting or third-party issues must be clarified.
- The financial capacity of the coordinator and any other applicant with an FCH JU prefinancing exceeding EUR 10,000, except for public bodies, higher and secondary education establishments and entities whose participation is guaranteed by a Member State or an Associated Country, is assessed.

Additional financial information/documentation may be required if deemed necessary by the FCH JU and for projects involving the use or production of classified information or requiring export licences or where a topic is subject to specific national or European security related legal restrictions.

During the negotiations there also will be the opportunity to consider any gender aspect that might be relevant to the project and to include this aspect as a work package or a task within a work package. The project must ensure an open and impartial selection procedure, as well as fair working conditions, to researchers recruited for work funded under FCH JU. 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/euraxess/index\_en.cfm?l1=0&l2=3).

## Completion of the negotiations

At the end of the negotiations, agreement should have been reached on all technical, financial and legal issues related to the Grant Agreement. Accordingly, the Consortium should be in the

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

When all the necessary legal and financial information required has been received and accepted by the FCH JU, a Grant Agreement is drafted and sent to the coordinator for signature.

# Grant Agreement signature

Upon receiving it, the authorised representative of the coordinator signs two originals of the Grant Agreement on behalf of its organisation and returns them to the FCH JU. To ensure rapid entry into force of the Grant Agreement, you are asked to respect the deadline indicated in the letter accompanying it. Furthermore, the FCH JU reserves the right to decide not to continue with the funding of the proposal if the Grant Agreement is not signed and transmitted within the deadline. Upon receiving back the two copies, the FCH JU signs them once all its internal procedures have been successfully completed and returns one duly signed original to the coordinator.

After receipt of the double signed Grant Agreement, the coordinator must distribute a copy of the Grant Agreement to the other beneficiaries, along with Form A, the form for them to accede to the Grant Agreement. Three duly completed originals of Form A are signed by each beneficiary and returned to the coordinator for the coordinator's signature. When the coordinator has signed all the A-Forms, he/she sends one original of the Form to each beneficiary and one original to the FCH JU, keeping one for its records.

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

- If one potential beneficiary fails to accede to the Grant Agreement, it is up to those beneficiaries who have acceded to propose an acceptable solution to the FCH JU, either by reallocating the work of the missing beneficiary among them or by the accession to the Grant Agreement of a new beneficiary. The FCH JU 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 relevant provisions of the Grant Agreement 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, a specific fixed date as negotiated or a date to be notified by the coordinator within [x] months from entry into force of the Grant Agreement. 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 given in writing to the FCH JU Project Officer prior to the finalisation of Annex I to the Grant Agreement and of the GPFs.

The FCH JU 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 FCH JU.

# Pre-financing

Once the Grant Agreement is in force, the FCH JU can make the pre-financing payment to the coordinator. The amount is established during the negotiations and is intended to provide the beneficiaries with sufficient cash flow to carry out the first part of the project.

Normally, the pre-financing would range between 60% and 80% of the total FCH JU contribution.

The coordinator can distribute the pre-financing within the Consortium only when the minimum number of beneficiaries (as specified in the work programme related to the call) has acceded to the Grant Agreement and only to those beneficiaries that have done so by signing Form A.

# **3. NEGOTIATION FACILITY TOOL (NEF)**

# The scope of NEF

The negotiation process is supported by the online Negotiation Facility tool (NEF). NEF provides the main channel for interactive communication between the Consortium and the FCH JU Project Officer as all necessary administrative and financial data about the projects and the participants is collected and agreed through NEF. At present, the technical negotiations involving agreement on parts of Annex I to the Grant Agreement (essentially its Part B) are still carried out outside NEF. Thus for negotiating the actual description of work, direct e-mail exchange and negotiation meetings (if necessary) are currently used. Future releases of NEF will include the negotiations of the technical annex.

# Working with NEF during the negotiations

Both the coordinator and the FCH JU use NEF. Their communication proceeds in a series of 'negotiation sessions' that make up the negotiation process. Each session is opened by the FCH JU Project Officer, which triggers an invitation to the coordinator to provide information through the NEF online forms.

The data to be collected includes general information about the project (e.g. reporting periods or eligible costs) and information on the coordinator and all the participants (e.g. legal details or bank account). Accordingly, the forms in NEF have sections for the project as a whole and for each individual applicant. Some of the fields are pre-filled with information already available from the proposal stage or automatically downloaded to NEF from the FP7 Unique Registration Facility for participants. Other fields need to be completed with information that essentially fine-tunes and extends the proposal data.

Currently, the coordinator completes the sections for the project as a whole as well as the ones for **all** applicants (also those not requesting any funding). Future releases of NEF will provide separate access for coordinators and partners and will allow each beneficiary to enter the part of the forms related to the individual beneficiary.

Repeated logging into and out of NEF to view and modify the data by the coordinator are possible only during an open negotiation session. Submitting the changes terminates the negotiation session and the information entered can no longer be modified. The FCH JU Project Officer, notified of the submission, verifies the changed data, gives comments and may decide to open a new negotiation session to allow for making corrections if needed. When agreement on all outstanding details has been reached, the FCH JU closes the negotiations. With this, all the information in NEF is complete.

# Finalising the GPFs

After the closure of the negotiations, the coordinator must print a final version of the GPFs (.pdf file).

For the GPFs to be finalised and correctly sent to the FCH JU, three forms have to be signed manually:

- One Form A2.5, 'Our Commitment,' per beneficiary has to be signed by the authorised representatives of the coordinator and each participant;
- Form A2.6, 'Data Protection and Coordination Role,' has to be signed by the coordinator's authorised representative;

• Form A4, 'Bank Account,' must bear the bank stamp and the signature of the bank representative (if the account is not already validated by the EC, which will be checked by the FCH JU 's Project Officers) as well as the account holder's signature, with date.

The so finalised GPFs are submitted to the FCH JU Project Officer in one unbound copy on white paper with original signatures. Should any additional supporting documentation be required for specific projects, it has to be provided in one copy, if not advised differently by the FCH JU.

# 4. PROJECT MONITORING AND FOLLOW-UP

For the follow-up and monitoring of the project, the FCH JU shall appoint, if possible, the same official(s) who acted as Project Officer(s) for the project during the negotiations, so as to take advantage of the in-depth knowledge gained during the negotiation phase. In any case, the official(s) in charge of the follow-up and monitoring shall be the key link with the FCH JU 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 FCH JU who communicates directly with the Project Officer(s) or the coordinator.

# **Project Fact Sheet**

As the FCH JU Programme is co-funded with public funds, it is important to give publicity to its achievements. The FP7 has a public database containing basic information about each project in the form of a Project Fact Sheet.

A similar practice shall be envisaged for the FCH JU projects. Such a Project Fact Sheet, composed of strictly non-confidential data such as the project acronym, objectives, project summary, project beneficiaries, FCH JU funding, etc. as well as the contact details of the project coordinator will be made available on the FCH JU website (<u>http://ec.europa.eu/research/fch</u>).

## Deliverables

According to the Grant Agreement, all projects are obliged to submit periodic reports as well as a Final Report to the FCH JU. In addition to these contractual reporting requirements, all FCH JU projects might be requested to produce other deliverables at the end of the project, such as:

- Each project must present a 'Final plan for the use and dissemination of foreground.'
- Each project must submit at its end a report on 'Awareness and Wider Societal Implications,' dealing with horizontal project-related issues (including gender and science and society related aspects).

Besides, each project is requested to set up, as appropriate, its own webpage and update it on a regular basis. Registering project webpages on the ".eu" domain is particularly recommended.

Technical guidance on obtaining an ".eu" website may be found on

http://ec.europa.eu/information\_society/policy/doteu/index\_en.htm.

Comprehensive details on reporting will be provided in the "FCH JU Guidance notes on project reporting".

## Technical audits and reviews

Based on the project reports and deliverables, and possibly also with the support of presentations made by Consortium members, the FCH JU, assisted by independent experts, may conduct reviews of the progress of the project. These interim assessments are used by the FCH JU to decide whether the FCH JU financial support for the project should be continued. In the event of a negative outcome of a review, the FCH JU may decide to suspend the project pending corrective action, or to terminate the Grant Agreement.

The review may also lead the Consortium, or the FCH JU, 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.

When it is established *a priori*, already during the negotiations, the need for reviewing the progress can be provided for by using Special Clause 5 – Project Review – to the Grant Agreement (see for details the list of special clauses applicable to FCH JU model grant agreement).

A schedule for any planned reviews may be included in Annex I to the Grant Agreement.

### 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 FCH JU.

# 5. FREQUENTLY ASKED QUESTIONS

A list of the most common issues that might arise during the negotiations is described below.

**Project preparation/negotiation costs:** The FCH JU 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 the Grant Agreement enters into force. This also means that the FCH JU will not reimburse the cost of travel and subsistence of the Consortium members to negotiation meetings.

**Bank account:** The coordinator should establish a bank account in EUR to allow that the FCH JU financial contribution and related interest are identified.

**Withdrawing applicants:** If one or more of the organisations that participated in the proposal wish to withdraw while the project is under negotiation, the FCH JU will judge, in light of the evaluators' reports, whether the withdrawing participant(s) was/were not essential to the success of the proposed project (in which case negotiations may continue) or vital to the proposed project (in which case negotiations may continue) or vital to the proposed project (in which case negotiations may continue). If a beneficiary identified in the Grant Agreement does not sign it, the FCH JU may stop negotiations, or later terminate the Grant Agreement, unless the other members of the Consortium propose, and the FCH JU accepts, an alternative solution.

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

**Legal establishment prerequisite for Grant Agreement:** The FCH JU can only negotiate with, and offer Grant Agreements to, existing entities. The legal existence of a participant must predate 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.

**Validation of beneficiaries:** The FCH JU can only offer Grant Agreements to validated legal entities. The validation of legal entities is not part of the negotiations, but is performed in parallel with the negotiations procedure.

The validated legal information may be changed during the negotiations, but only through direct communication between the LEAR of the beneficiary and the Central Validation Team. Each legal entity is validated only once for all participations in FP7. A search facility for already validated entities is available on the website of the Unique Registration Facility (URF) at http://ec.europa.eu/research/participants/urf.

**Consortium Agreements:** Consortia need to give the highest possible priority to completing the internal Consortium Agreements before signing the Grant Agreement. Certain provisions relating to intellectual property must also be agreed upon before signing the FCH JU Grant Agreement.

**Changes in Consortium/work plan:** During the negotiations, a Consortium may find it necessary to propose changes in the work plan or in the Consortium as a result of events subsequent to the preparation of the proposal. Changes may also be required as a consequence of the evaluation results. The FCH JU will consider such changes, 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 FCH JU will refuse the changes, or, ultimately, terminate the negotiations.

**Change of coordinator:** The applicants have to identify the organisation within the Consortium (and the person from that organisation) that will act as their coordinator and propose this to the FCH JU. The coordinator will lead the negotiations on the applicants' side. Most often this will

be the organisation and the person who co-ordinated the writing and submission of the proposal, but another applicant may take on the role if the Consortium members so agree. In any case, the FCH JU needs to agree to any coordinator chosen by the Consortium. Should the FCH JU have reasons to question the requested management and coordination capabilities or the financial stability of the chosen organisation, the FCH JU 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 certain level of human resources and the amount of funding is essentially linked to this. If during the negotiations the Consortium changes the human resources requirements (or any other significant cost), the FCH JU funding offer may change but will not be increased.

**Estimation of costs:** During the negotiations, the Consortium is required to estimate the essential details of costs over the lifetime of the project in order for the FCH JU to establish the maximum FCH JU financial contribution and to calculate its pre-financing.

Interim and final payments are based on the eligible costs actually incurred and accepted by the FCH JU.

**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. Beneficiaries must ensure that subcontracted work does not affect their rights with regard to the use and dissemination of knowledge that is their property and does not violate the rights of the Consortium. In addition, beneficiaries must ensure that the subcontracted work is performed at a reasonable cost and justify the reasons for subcontracting. Based on these elements, the FCH JU 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 FCH JU as this puts into question that 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. The FCH JU applies the same rules for subcontracting as provided for in FP7. More details are available in Appendix 5 to these guidance notes.

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

**Amendments:** The FCH JU (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 FCH JU.

Amendments at the request of the Consortium must be made in writing by the coordinator on behalf of the Consortium and be signed by an authorised representative of the coordinating organisation.

#### SOME IMPORTANT POINTS TO REMEMBER

- An invitation to start negotiations 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 acceptance by the Consortium of changes requested by the FCH JU in the Negotiation Mandate.
- The maximum amount of funding for a project is fixed in the Negotiation Mandate.
- Funding is conditional upon compliance with the Model Grant Agreement.

- In some cases the FCH JU may not be able to enter into a Grant Agreement with certain legal entities because of financial insecurity, other limitations imposed by the FCH Financial rules 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 FCH JU 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 are terminated or that a change in the Consortium is requested.
- The FCH JU aims at shortening the time-to-grant (i.e. the time between the deadline of the call for proposals and the signature of the Grant Agreement). As a result, the letter of invitation to negotiations specifies a time limit for the negotiations. If negotiations are not completed within the given time limit, the FCH JU may terminate them.

# **6. APPENDICES**

Appendix 1 – Layout of Negotiation Mandate

- Appendix 2 Templates for Description of Work (DoW)
- Appendix 3 Consortium Agreement
- Appendix 4 Negotiation checklist template
- Appendix 5 Subcontracting in FCH JU

Appendix 6 – How to consider gender aspects in projects

# Appendix 1 – Layout of Negotiation Mandate

- 2. <u>Strategic objective /Theme:</u> <number>, <title>, <call x>
- 3. <u>Project Officer</u> (to whom all documents must be returned):

	Tel : 32-2
FCH JU	Fax : 32-2
Office	E-mail :
B Brussels	

4. Date and time of first negotiation meeting<sup>2</sup>: ../..-... at .....hours Address for the first negotiation meeting:

Brussels

[The meeting is planned to last .... hours and will have the following draft agenda:

5. FCH JU financial contribution:

Maximum financial FCH JU contribution<sup>3</sup> ..... EUR

[Suggested breakdown of contribution per partner:

 EUI	R
 EUI	R
 EUI	R 1
-	

6. <u>Duration of the project</u>

..... months

7. <u>Changes in the proposal</u> (please redraft the description of work on the basis of the specifications provided in the *Negotiation Guidance Notes for coordinators*. If applicable, please take into consideration the recommendations contained in the evaluation summary report and the following additional comments):

.....

.....

8. <u>Timetable for negotiation</u>

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

<sup>&</sup>lt;sup>2</sup> Subject to confirmation by the consortium

<sup>&</sup>lt;sup>3</sup> This is an estimate of the maximum possible funding and does not take into account any possibly required changes (e.g. in form of the grant, detailed consequences of any recommended technical adaptations).

### The description of Work – Annex 1 to the Grant Agreement

The structure of Annex I to GA (description of work) is similar for all funding schemes; however, in certain parts it is funding scheme specific. The following sections provide an annotated structure of Annex I for Collaborative Projects.

For the other funding schemes (Coordination and Support Action), the subsequent sections only explain those parts of Annex I to GA which are specific for the funding scheme in question.

# Annotated Structure of Annex I to GA – Collaborative Projects

Annex I to GA (description of work) consists of two parts: Part A (budget breakdown and summary) and Part B (description of work). All pages must be numbered and each page should be headed with the project acronym, proposal number and actual drafting date.

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

Part B of Annex I to GA is based on information from Part B of the proposal. However, during the negotiation stage several sections of the original proposal need to be updated and the Consortium may be requested to shorten certain sections of the proposal and elaborate on others.

# Structure of Annex I to GA for Collaborative Projects

#### PART A

A1. Budget breakdown and project summary

A.1 Overall budget breakdown for the project

A.2 Project summary

A.3 List of beneficiaries

#### PART B

B1. Concept and objectives, progress beyond state-of-the-art,

S/T methodology and work plan

- B.1.1 Concept and project objective(s)
- B.1.2 Progress beyond the state of the art
- B.1.3 S/T methodology and associated work plan
  - B.1.3.1 Overall strategy and general description
  - B.1.3.2 Timing of work packages and their components
  - B.1.3.3 Work package list /overview

B.1.3.4 Deliverables list

- B.1.3.5 Work package descriptions
- B.1.3.6 Efforts for the full duration of the project
- B.1.3.7 List of milestones and planning of reviews

#### B2. Implementation

- B.2.1 Management structure and procedures
- **B.2.2** Beneficiaries
- B.2.3 Consortium as a whole

If applicable	[Sub-contracting]
If applicable	[Funding for beneficiaries from third countries]
If applicable	[Additional beneficiaries / Competitive calls]
If applicable	[Third parties]
B.2.4 Resources to be	committed

**B3**. Potential impact

B.3.1 Strategic impact B 3.2 Plan for the use and dissemin

B.3.2 Plan for the use and dissemination of foreground

*If applicable* [Contributions to standards]

[Contribution to policy developments]

[Risk assessment and related communication strategy]

[B4. Ethical issues] *if applicable* 

#### [B5. Consideration of gender aspects] optional

Where applicable, the text below indicates for the different headings and subheadings of Annex I where a change compared to the original proposal is expected and/or requested.

## **Cover Page**

The Cover Page of Annex I to GA is based on proposal information and the project acronym used in the proposal should not be changed.

#### **Contents page**

The table of contents should include page numbering.

#### PART A

#### Budget breakdown and project summary

Part A is comprised of 2 forms taken from the GPFs.

- Budget breakdown form (copy of A3.2 form of the GPFs).
- Project summary form (copy of A1 form of the GPFs).
- List of beneficiaries

#### PART B

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

### B1. Concept and objectives, progress beyond state-of-the-art, S/T methodology and work plan

#### **B 1.1 Concept and project objective(s)**

This section should be based on Part B section 1.1 of the original proposal.

Explain the concepts of your project. What are the main ideas that lead you to propose this work? Describe the objectives of the project in detail, in particular in a **measurable** and **verifiable** form. Objectives should be achievable within the project (not through subsequent developments); they should be specific and timed (e.g. by which date/milestone the objectives will be achieved), well in line with the milestones that will be indicated under section 1.3 below.

#### **B 1.2 Progress beyond the state of the art**

This section should be based on Part B section 1.2 of the original proposal, but the description of the state-of the-art should be shorter while the 'baseline' descriptions and a description of the performance / research indicators have to be added.

Describe briefly the state-of-the art in the area concerned, and the advance that the project will bring about. Include also a part which clearly describes the "baseline" of the project in terms of "where does the project work start", and 'the baseline data' against which the project will measure its progress and the results the project aims to achieve (e.g. advances over the state of the art, increase of innovation /exploitation potential, etc.). The Consortium should in particular include the definition of criteria

and "performance/ research indicators" for the project along which results, progress and impact of the project will be measured in later reviews and assessments.

#### B 1.3 S/T Methodology and associated work plan

This section is based on Part B section 1.3 of the proposal. It describes the scientific and technical (S&T) approach and provides in detail the work planned, over the full duration of the project, to achieve the objectives.

A detailed work plan should be presented broken down into work packages (WPs) which should follow the logical phases of the project implementation. It must include consortium management and assessment of progress and results (Please note that your overall approach to management will be described later, in section 2 of Annex I).

If appropriate, the work plan should also include a separate work package for dissemination and use/exploitation planning. Overall, the work plan should be sufficiently detailed to justify the proposed effort and allow progress monitoring by the FCH JU.

Essential elements of this section are:

**B 1.3.1 Overall strategy and general description:** This section should outline the strategy for the work plan, provide a general description of the structure of the work plan and explain how it will lead the participants to achieve the objectives of the project. It should also identify any significant risks and describe contingency plans.

**B 1.3.2 Timing of work packages and their components**: Include a graphic representation, e.g. GANTT chart or similar, of the planned timing of the different work packages and their components. Timing should be relative, expressed in months (e.g. project month 3, project month 18 etc.). Month 1 is the month that starts at the start date of your grant agreement.

**B 1.3.3** <u>Work package list / overview</u>: Each work package must relate to one and only one specific activity type, allowed by the chosen funding scheme<sup>4</sup>: e.g. research, technological development and innovation related activities, demonstration management of the Consortium activities, training activities, etc. Large, long-duration work packages make the job of monitoring technical progress difficult and should be avoided. For the work package list, use the same form as in the proposal.

**B 1.3.4** <u>Deliverables list</u>: Insert a tabular listing of deliverables<sup>5</sup> indicating deliverable number and title, brief verifiable description of the deliverable, work package

<sup>4</sup> "types of activities" allowed per scheme are as follows:
 **RTD** = Research and technological development including scientific coordination – applicable for collaborative projects
 **DEM** = Demonstration – applicable for collaborative projects

**OTHER** = Other activities (including management) – applicable for collaborative projects and CSA

**MGT** = Management of the consortium – applicable for all funding schemes

**COORD** = Coordination activities – applicable only for CAs

SUPP = Support activities - applicable only for SAs

<sup>&</sup>lt;sup>5</sup> For projects involving the use of classified information, please use a separate security sensitive <u>tabular list</u>

reference number, participant leading production of deliverable, estimated number of person-months attributed to the production of the deliverable, nature of deliverable, security rating of deliverable, date to be delivered to FCH JU.

Each significant element of the project should conclude with a deliverable which is the concrete output and evidence of the work. A small work package may produce just one deliverable whereas larger work packages may produce several deliverables.

Deliverables should be limited in number, and be specific and verifiable. All listed deliverables must be quality controlled and sent to the FCH JU for review and approval, on behalf of the Consortium, by the project coordinator.

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

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

As the FCH JU is co-funded with public funds, a reasonable number of nonconfidential deliverables, suitable for publication, should be foreseen.

There is also a number of compulsory reports / deliverables that are described in section 6 of these guidance notes.

**B 1.3.5** <u>Work package descriptions</u>: Each work package should represent a major sub-division of the project and have a verifiable end-point (normally a deliverable or an important milestone in the overall project).

Each work package should have an associated precise, clear and quantified description using the same format as in the proposal. A template is also given.

**B 1.3.6** Efforts for the full duration of the project: Include here two Project Effort Forms which show the person-months per beneficiary associated with each activity for the full duration of the project.

The first form to be used here is the same as the one used in the proposal; the second form is an extended version with a breakdown to 'activity type'- level per participant. This is required for the correct calculation of the requested FCH JU contribution, as different reimbursement rates apply for the different activity types.

**B 1.3.7** <u>List of milestones and planning of reviews</u>: Each milestone needs to be described in terms of expected results and achievements. Milestones are points where major results have 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.

In addition, a summarised overview of the milestones should be given in an extended version of the format in the proposal. The section should also include an indicative time schedule of the planned project reviews. A review may be planned after the most important milestones, ideally in line with the end of the identified project reporting periods. Templates for both tables are given.

### **B2.** Implementation

#### **B 2.1 Management structure and procedures**

This section describes the project's organisational structure and high-level decisionmaking mechanisms. It should describe how the project management will enable the project to achieve its goals. If the addition of beneficiaries during the lifetime of the project is foreseen, describe how the management structure will adapt for this.

#### **B 2.2 Beneficiaries**

This section should be based on section 2.2 of part B of the proposal but possibly in a reduced format, if requested by the project Officer. Upon request of the FCH JU you may be asked to include a full description in an Appendix to your Annex I.

For each beneficiary provide a brief description of the organisation (including names of key persons to be involved), the main tasks attributed to them in the project, and the previous experience relevant to those tasks. Provide also a short profile of the personnel who will be undertaking the work. If the named key persons do not in fact take part in the work, or are substituted by other persons without the knowledge of the FCH JU, this could be seen as beneficiaries not fulfilling their obligations towards the technical quality of the work. This could lead to a more in-depth review of the project.

#### **B 2.3 Consortium as a whole**

This section is based on Part B section 2.3 of the proposal.

Describe how the beneficiaries collectively constitute a consortium capable of achieving the project objectives, and how they are suited and committed to the tasks assigned to them. Show complementarities between beneficiaries. Explain how the composition of the consortium is well balanced in relation to the objectives of the project.

If appropriate, describe the industrial/commercial involvement foreseen to ensure exploitation of the results. Show how the opportunity of involving SMEs has been addressed.

Further, if relevant, explain the following items:

**Sub-contracting**<sup>6</sup>: If any part of the work is foreseen to be sub-contracted by a participant, describe the work involved and an estimation of the costs, explain why a sub-contract is needed and how the selection will be performed.

**Third parties (other than subcontractors):** If any part of the work is foreseen to be carried out using financial resources or resources in kind provided by third parties, identify and describe these third parties and the amount involved and their relation to the respective beneficiaries.

**Funding for beneficiaries from ''third'' countries**: If one or more of the beneficiaries requesting EU funding are based outside of the EU Member and Associated states and is not in the list of 'International Cooperation Partner Countries', explain in terms of the project's objectives why such funding would be essential.

Additional beneficiaries / Competitive calls: If there are as-yet-unidentified beneficiaries in the project, the expected competences, the role of the potential beneficiaries and their integration into the running project should be described. If any 'competitive calls' for new beneficiaries are planned, describe the timing, expected budget, purpose, scope and procedure for publication and evaluation of the call.

#### **B 2.4 Resources to be committed**

This section is based on section 2.4 of the original proposal part B, but may require more details than provided in the proposal.

In addition to the budget breakdown form (part A) and the overviews of staff effort broken down to work package level in section 1.3, please provide a management level description of resources and budget identifying personnel and any other major costs. Describe here the resources which are needed to carry out the project (personnel, indirect costs, equipment, etc. for each of the beneficiaries). The description should show that the project will mobilise the resources necessary to carry out the work for the overall duration, including those resources that will complement the FCH JU contribution. It should also show how the resources will be integrated and used to form a coherent project within the overall financial plan.

#### **B3. Impact**

#### **B 3.1 Strategic impact**

This section is based on Part B section 3.1 of the proposal.

Describe how your project will contribute to the expected impacts listed in the Annual Implementation Plan in relation to the topic(s) in question. Mention the steps that will be needed to bring about these impacts, for example in reinforcing competitiveness or in solving societal problems or addressing specific problems. If possible, identify specific areas in which the project results can have a genuine influence. Explain why this contribution requires a European (rather than a national) approach. Indicate how account is taken of other national or international research activities. Mention any

<sup>&</sup>lt;sup>6</sup> Other than subcontracting to RTD performers

assumptions and external factors that may determine whether the impacts will be achieved.

#### **B 3.2 Plan for the use and dissemination of foreground**

This section is based on section 3.2 of the original proposal. If appropriate, a separate work package should be designed with the relevant activities to accomplish this task.

Appropriate measures should be planned and implemented to ensure the optimal dissemination and use / exploitation of project results. The description should cover the Consortium's strategy and measures regarding:

- The management of knowledge and intellectual property
- The plan for the use of results (e.g. further research or commercial exploitation) and for the dissemination of the foreground (knowledge generated during the project) beyond the Consortium; both during the lifetime of the project and afterwards.

A plan for the use and dissemination of foreground is mandatory for all projects for the final report and form part of the compulsory deliverables. A basic version of the dissemination and use plan can be prepared in the first phase of the project (or at midterm), and foreseen in Annex 1. A project website is strongly recommended.

If applicable this section should also include:

**Contributions to standards:** Contributions to national or international standards, which may be made by the project, if any should be described.

**Contribution to policy developments**: Any significant impacts the project may have on research or research-based policy development at regional, national or European level should be described together with a description, if relevant, of the policy process in which the project is embedded.

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

#### **B4.** Ethical issues (*if applicable*)

If in the proposal you have answered some of the questions in the ethical issues table with 'YES' or if your evaluation summary report mentions that ethical issues need to be addressed, then repeat your section 4 of the proposal here and address any issues which may be requested in the Evaluation Summary Report or the separate ethical issues review report, if any.

#### **B5.** Gender aspects (optional)

The Consortium or individual beneficiaries have the option to give an indication of the type of actions that will be undertaken during the course of the project to promote gender equality in the project, or in the specific research field.

Relevant activities might include actions related to the project consortium (e.g. improving the gender balance in the project consortium, measures to help reconcile work and private life, awareness raising within the Consortium) or, where appropriate, actions aimed at a wider public (e.g. events organised in schools or universities)

The gender dimension of the research content should also be considered.

Gender Aspects should be addressed in a work package or task within a work package. See Appendix 6 for more details.

## Annotated Structure of Annex I to GA – Coordination Actions

The structure of Annex I to GA for Coordination Actions is similar to the one for collaborative projects, except for the sections described below.

**B1.** Concept and objectives, contribution to the coordination of high quality research, quality and effectiveness of the coordination mechanism and associated work plan

#### **B 1.2** Contribution to the coordination of high quality research

This section is based on section 1.2 of part B of the proposal.

Indicate how the area addressed by the project will benefit from the coordination (including networking) that you propose.

# **B 1.3 Quality and effectiveness of the coordination mechanisms and associated work plan**

All the comments for collaborative projects in the section above apply also here, only the wording of the heading is slightly different. This section is based on section 1.3 of part B of the proposal.

#### **B 3.2** Spreading excellence, exploiting results, disseminating knowledge

This section is based on section 3.2 of part B of the proposal. It outlines how the project intends to achieve the envisaged benefits through engagement with stakeholders outside the coordination action, and the public at large.

## Annotated Structure of Annex I to GA – Support Actions

The structure of Annex I to GA for Support Actions is similar to the one for collaborative projects, except for the sections described below.

**B1.** Concept and objectives, quality and effectiveness of the support mechanisms and associated work plan

**B 1.2 Quality and effectiveness of the support mechanisms and associated work Plan** 

This section is based on section 1.2 of part B of the proposal.

All the comments under heading 1.3 of collaborative projects apply also here.

**B 3.2** Spreading excellence, exploiting results, disseminating knowledge

This section is based on section 3.2 of part B of the proposal. It outlines how the project intends to achieve the envisaged benefits through engagement with stakeholders outside the support action, and the public at large.

**Templates for Annex I** 

**Template: Cover page** 

# Fuel Cells and Hydrogen Joint Undertaking (FCH JU)

Grant agreement for:

7

# <Funding Scheme><sup>7</sup>

# Annex I - "Description of Work"

Project acronym: (*same as proposal acronym*) Project full title: Grant agreement no.: (*same as proposal no*)

Date of preparation of Annex I (latest version): Date of approval of Annex I by FCH JU: (*to be completed by FCH JU*)

# 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)"

The following funding schemes are distinguished: Collaborative Project, Coordination Action, Support Action.

## **Template: Milestones List 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	Delivery date from Annex I <sup>8</sup>	Comments				

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

	Tentative schedule of project reviews								
Review no.	Tentative timing, i.e. after month X = end of a reporting period <sup>9</sup>	planned venue of review	Comments , if any						
1	After project month: X	0/10/10/							
2	After project month: X								
3	After project month: X								
•••	•••••								

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

<sup>&</sup>lt;sup>8</sup> 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.

<sup>&</sup>lt;sup>9</sup> 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.

# Template: Work package list

Work package list							
Work package No <sup>10</sup>	Work package title	Type of activity <sup>11</sup>	Lead beneficiary No <sup>12</sup>	Person- months 13	Start month <sup>14</sup>	End month <sup>15</sup>	
	TOTAL						

<sup>&</sup>lt;sup>10</sup> Workpackage number: WP 1 – WP n.

<sup>&</sup>lt;sup>11</sup> Insert one of the following 'types of activities' per WP (only if applicable for the chosen funding scheme – must correspond to the GPF Forms):

**RTD** = Research and technological development including scientific coordination applicable for collaborative projects

**DEM** = Demonstration - applicable for collaborative projects

**OTHER =** Other activities (including management) applicable for collaborative projects and CSA

**MGT** = Management of the consortium - applicable for all funding schemes

**COORD** = Coordination activities – applicable only for CAs

**SUPP** = Support activities – applicable only for SAs

<sup>&</sup>lt;sup>12</sup> Number of the beneficiary leading the work in this work package.

<sup>&</sup>lt;sup>13</sup> The total number of person-months allocated to each work package.

<sup>&</sup>lt;sup>14</sup> 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.

<sup>&</sup>lt;sup>15</sup> Relative end date, month 1 marking the start date of the project, and all end dates being relative to this start date.

# List of Deliverables – to be submitted for review to EC<sup>16</sup>

Del. no. <sup>17</sup>	Deliverable name	WP no.	Lead bene- ficiary	Estimated indicative person- months	Nature <sup>18</sup>	Dissemi- nation level	Delivery date <sup>20</sup> (proj. month)
			TOTAL				

- <sup>17</sup> Deliverable numbers in order of delivery dates: D1 Dn
- <sup>18</sup> Please indicate the nature of the deliverable using one of the following codes:
- $\mathbf{R}$  = Report,  $\mathbf{P}$  = Prototype,  $\mathbf{D}$  = Demonstrator,  $\mathbf{O}$  = Other
- <sup>19</sup> Please indicate the dissemination level using one of the following codes:  $\mathbf{PU} = \text{Public}$

**PP** = Restricted to other programme participants (including the FCH JU Services)

**RE** = Restricted to a group specified by the consortium (including the FCH JU Services)

**CO** = Confidential, only for members of the consortium (including the FCH JU Services)

<sup>&</sup>lt;sup>16</sup> In a project which uses 'Classified information<sup>16</sup>, as background or which produces this as foreground the template for the deliverables list in Annex 7 has to be used

<sup>&</sup>lt;sup>20</sup> Month in which the deliverables will be available. Month 1 marking the start date of the project, and all delivery dates being relative to this start date.

# Template: Project Effort Form 1 - Indicative efforts per beneficiary per WP

Project number (acronym) : .....

Workpackage <sup>21</sup>	WP1	WP2	WP3	 TOTAL per Beneficiary
	1			1
Beneficiary 1 short name				
Beneficiary 2 short name				
Beneficiary 3 short name				
TOTAL				

Note: This is the same table format as in part B of the proposal.

<sup>&</sup>lt;sup>21</sup> Please indicate in the table the number of person months over the whole duration for the planned work , for each work package by each beneficiary

## Template: Project Effort Form 2 - indicative efforts per activity type per beneficiary<sup>22</sup>

Project number (acronym) : .....

Activity Type	Beneficiary 1 short name	Beneficiary 2 short name	Beneficiary 3 short name	Beneficiary 4 short name	Beneficiary 5 short name	etc	TOTAL ACTIVITIES
RTD/Innovation activities							
WP name							
WP name							
Etc							
Total 'research'							
	•		•	•			•
Demonstration activities							
WP name							
WP name							
Etc							
Total 'demonstration'							
							•
Consortium management							
activities							
WP name							
Etc							
Total ' management'							
			·				·
Other activities							
WP name							
Etc							
Total 'other'							
TOTAL BENEFICIARIES							

Note: This is a new table, with a breakdown of efforts per beneficiary to activity type level, which was not requested in the proposal

<sup>&</sup>lt;sup>22</sup> Please indicate in the table the number of person months over the whole duration for the planned work , for each work package, for each activity type by each beneficiary

## Template: Workpackage description

## Work package description

Work package number	Start date or starting event:	
Work package title		

Activity Type <sup>23</sup>						
Participant id						
Person-months per						
beneficiary:						

**Objectives** 

Description of work (possibly broken down into tasks)

**Deliverables** (brief description)

<sup>&</sup>lt;sup>23</sup> For all FCH JU Projects each workpackage must relate to one (and only one) of the following possible Activity Types

**RTD** = Research and technological development including scientific coordination applicable for collaborative projects

**DEM** = Demonstration - applicable for collaborative projects

**OTHER** = Other activities (including management) applicable for collaborative projects and CSA

MGT = Management of the consortium - applicable for all funding schemes

 $<sup>\</sup>mathbf{COORD} = \mathbf{Coordination} \text{ activities} - \mathbf{applicable} \text{ only for CAs}$ 

**SUPP** = Support activities – applicable only for SAs

## Appendix 3 – Consortium Agreement

A Consortium Agreement is obligatory in most projects financed under FCH JU. If a Consortium Agreement is not obligatory this will be indicated in the call for proposals. The Consortium Agreement is a legally binding agreement between the beneficiaries of the project. The consortium must decide on terms and conditions of their consortium agreement (including the applicable law) that suits its members and their interest. The contents are their sole responsibility. The FCH JU does NOT verify or check the content of the Consortium Agreement.

The terms of the Consortium Agreement must not contradict or attempt to negate the provisions of the FCH JU 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 FCH JU financial contribution including the pre-financing, and it can be used to identify the particular provisions relating to terms of the FCH JU Grant Agreement (such as the terms and conditions of: protection of 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).

Useful information in this context, such as a checklist of issues that can be addressed in the Consortium Agreement is available on the FCH JU web-site.

## Appendix 4 – 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 FCH JU.

Although the first negotiation meeting (or contact by phone/email, in case no meeting is planned) mainly concentrates on Annex I to the Grant Agreement (description of work), it may also touch on financial and legal issues. The Consortium should therefore prepare for discussion all the issues in the checklist for the first meeting.

## **CHECK LIST FOR PROJECT NEGOTIATIONS**

Prior to first contact	
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 and the method used for determining indirect costs	
Complete first draft of Annex I and any appendices	
Provide necessary bank account information	
Check validation and PIC for all beneficiaries; provide necessary legal	
documents to CVT if necessary	
Dispatch Annex I to Commission/FCH JU Project Officer	
Try out working with NEF	

Meeting / Contact	
Discuss issues in draft Annex I :	
Those addressed by ESR	
Those indicated in Negotiation Mandate and arising during	
meeting/contact	
Those related to individual headings in Annex I 'table of contents'	
Clarify special clauses	
Clarify financial/grant agreement issues :	
Acceptability of form of grant used by participants	
Confirm resources making up the counterpart funding for the project -	
clarify extent of participants' other involvement in FP7/other EU	
programmes	
Confirm agreement on NEF information :	
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	

Final submission	
Submit agreed final Annex I	
Submit agreed and signed final GPFs	
Submit any annexes	

## Appendix 5 – Subcontracting in FCH JU

## What subcontracting may be carried out under FCH JU projects and when?

The FCH JU Model Grant Agreement indicates that the beneficiaries shall ensure 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 beneficiaries. 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 must be carefully discussed with and approved by the FCH JU and the subcontracted tasks identified in the respective chapter of Annex I. In some cases, it may be necessary that the intended subcontractor becomes a beneficiary, or the Consortium is asked to find another beneficiary able to perform that part of the work.

During the implementation of the **project**, beneficiaries may subcontract other minor support services that do not represent core elements of the *project* work. The 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 of the Grant Agreement cannot be subcontracted. Other project management activities could be subcontracted under the conditions established for subcontracting.

The specific tasks to be performed by a subcontractor, including a financial estimation of the costs, should be identified in the respective 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.

## What are the conditions under which subcontracting may be carried out under FCH JU projects?

Article II.7.2 of the 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 subcontract<sup>24</sup>. Many organisations have framework contracts with a third party 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

<sup>&</sup>lt;sup>24</sup> For public entities, the award procedure must comply with any national legislation applicable to them.

For subcontracts exceeding certain amounts, the Directive on public procurement of services applies and the publication of a call for tenders is mandatory. For subcontracts below those thresholds, the beneficiary should follow internal procedures, assuming that they comply with the terms of the FCH JU 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 FCH JU 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).

contracts can be used to carry out tasks necessary for implementing the FCH JU 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 Grant Agreement.

Subcontracting can under no condition be used to circumvent any rules for participation in FCH projects, that is, to provide financing to a legal entity that would not otherwise have been eligible for funding under the FCH JU Programme.

The costs of the services to be subcontracted are normally not sufficient to determine whether the conditions above are met. As a general rule, subcontracting does not occur between beneficiaries.

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

The beneficiary remains responsible for all its rights and obligations under the FCH JU 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 FCH JU Grant Agreement. In addition, the FCH JU Grant Agreement requires that the beneficiary impose a certain number of conditions in its subcontract with the subcontractor, including aspects relating to audits by the FCH JU 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 FCH JU Grant Agreement. A subcontractor has no rights or obligations vis-à-vis the FCH JU or the other beneficiaries to the FCH JU Grant Agreement as it is a third party. However, as mentioned above, the beneficiary must ensure that the subcontractor can be audited by the FCH JU and 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.

## 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 for organising a conference such as renting a room, catering, 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 FCH JU 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 Grant Agreement. 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 Grant Agreement), 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 Grant Agreement). However, in some circumstances the Grant Agreement accepts some third parties whose costs may be eligible.

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

- By making available its resources to a beneficiary (for the beneficiary to be able to carry our part of the work);
- By carrying out part of the work themselves.

These costs may be eligible under certain conditions:

- In the case of third parties making their resources available, the third party, the tasks to be performed, and the resources allocated to the project by the third party must be identified during the negotiations and mentioned in the respective part of Annex I (and in some cases also in a special clause in the Grant Agreement).
- In the case of third parties carrying out part of the work which are not subcontractors, the beneficiaries are entitled to charge their costs only in the cases covered by a 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.

Third parties involved in a project in this way have to undergo verification of their existence and legal status in the same way as the beneficiaries, i.e. they also have to be registered in the Unique Registration Facility (see Chapter 1, heading "Validation of existence and legal status).

## Appendix 6 – How to consider gender aspects in projects

The FCH JU 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 FCH JU will inform the coordinator, during grant negotiation, of the importance of having a good gender balance within the project. The FCH JU 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 FCH JU projects, parental leave costs are under certain circumstances reimbursable.

## **Consideration of Gender Aspects for Collaborative Projects**

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 FCH JU 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

# GRANT AGREEMENT PREPARATION FORMS

FCH JU Collaborative Projects, Coordination and Support Actions

## Introduction

The Grant Agreement Preparation Forms (GPFs) are necessary for the production of the Grant Agreement.

Essentially, the forms identify the beneficiaries that will sign/accede to the Grant Agreement, establish the eligible costs and the FCH JU contribution and contain structured information on the work packages, efforts, milestones and deliverables of the project. The forms also include a standard declaration to be signed by each participating organisation.

To assist applicants complete the GPFs, the FCH JU have made available:

- Annotations these are attached to the standard forms and should be read carefully
- Pre-filled legal information (see below)
- Online Negotiation Facility tool (NEF) to be used by the coordinator (in the current release; separate access for all partners will be available in a later release) and the FCH JU Project Officer in charge of the project. Coordinators can view and change prefilled data already available from the proposal and from the FP7 participant database (PDM) and submit new information and documents for the missing data.

Legal information is captured in form A2.1. This information is pre-filled by the FCH JU using information either taken from the proposal or downloaded from PDM-URF, the Commission's central database for validated legal entities (the Participant Data Management facility being linked with the online self-registration tool Unique Registration Facility).

In view of the mandatory validation of the existence and legal status of applicants, legal entities not yet registered must self-register at <u>http://ec.europa.eu/research/participants/urf</u>. They should also appoint a Legal Entity Appointed Representative (LEAR) using the forms available at <u>http://cordis.europa.eu/fp7/urf-lear\_en.html</u>. The Central Validation Team (CVT) shall contact the entity before or during the negotiations to request a so called "identification fiche" and supporting legal documents. For instructions on these arrangements, see the annotations to form A2.1.

Third parties involved in the project via Special Clause 12 to the Model Grant Agreement are subject to the same requirement for validation of existence and legal status as the direct beneficiaries. Therefore, where necessary, third parties covered by Special Clause 12 must undergo the same procedure of self-registration and CVT validation in PDM-URF. The third parties linked to an individual participant must be identified in form A2.2 for this particular participant.

Budgetary information is captured in form A3.2. The budget breakdown is also part of Part A of Annex I to the Grant Agreement. The same data appearing in the budget table of form A3.2 has to be used in Part A of Annex I of the Grant Agreement.

The GPFs also include in Appendix I simplified accounts that may be requested as part of the financial viability check. These simplified account sheets are not currently implemented in NEF. During the negotiations, for the participants requiring a financial viability check, the FCH JU Project Officer shall contact coordinators separately to obtain the necessary information. In the future, also the data for filling in the simplified accounts sheets will be collected through NEF.

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E-mail Fax <sup>21</sup>					Phone 2 <sup>21</sup>		
	E-mail				Fax <sup>21</sup>		

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Projec numb	rt or <sup>1</sup>	Project acronym <sup>2</sup>		Participant number in this project <sup>10</sup>	Participant short name <sup>11</sup>	
numb		actoriyin	ONE E	DRM PER PARTICIPANT	Short name	
				IFIED DECLARATION		
am fu proce Eurat	illy awar dure, in om) N°	e that a grant agreer one of the situations	nent may not be referred to in A ember 2008 on	e awarded to an applic Articles 93(1), 94 and 9 the Financial Regula	mmit the abovementior cant who is, at the time 98(2)(a) of the Council I tion applicable to the ge	of a grant award Regulation (EC,
As a (	consequ	ence, I certify that:				
•	In comp organis		3(1) of the abov	ementioned Regulation	on, none of the following	g cases apply to
	arra con in n b) it h forc c) it h	angement with cre- neerning those matter national legislation or as been convicted of the of <i>res judicata</i> ; has been guilty of g	ditors, has su rs, or is in any regulations; of an offence co	spended business a analogous situation a oncerning its professio	nistered by the courts, activities, is the subje- rising from a similar pro- onal conduct by a judg en by any means wh	ect of proceedin ocedure provided ment which has
	d) it h tax the	es in accordance wi country of the contra	th the legal pro acting authority	visions of the country or those of the countr	al security contribution in which it is establish y where the contract is	ned or with those to be performed;
	inve	•			orce of <i>res judicata</i> fo I activity detrimental to	
		s currently subject to ulation.	o an administra	tive penalty referred	to in Article 96(1) of th	e above-mentior
•	procedu	pliance with article ( ure is concerned, ou not subject to a confli	r organisation:	ementioned Regulation	on, and as far as the o	current grant aw
	h) has ofp	s not made false dec participation in the gr	larations in sup ant award proce	edure or does not fail	required by the Commi to supply this informatic bovementioned points	n;
also d	ertify th is comr has sta aboven	at our organisation: nitted to participate in able and sufficient s nentioned project and	n the abovemen sources of fund d to provide any	ntioned project; ding to maintain its counterpart funding r	mmit the abovementior activity throughout its necessary; eded to carry out its	participation in

<ul> <li>3- As an authorised reprefinally certify that all the in Preparation Forms are cocosts for FP7 projects – a accounting and managemout the foreseen work des</li> <li>4- Our organisation is fully entities who are guilty of r condition of participation i in serious breach of their Community. Such penalties seriousness of the miscor budget of the Commission</li> </ul>	onym <sup>2</sup> ON resentative to sign the information relating to complete, accurate an as established by the ement principles and p escribed in Annex I (d ully aware that the Cor f misrepresentation in n in the grant award pi ir obligations under ar	mmission may impose add supplying the information rocedure or fail to supply t	ommit the above in the different timated costs n ent – are notab costs expected t ministrative or f n required by the this information	ementioned or Grant Agreem neet the criteri ly based on ou to be incurred inancial penal e Commission	ient a for eligib ur usual in carrying ties on leg
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Participant legal name <sup>13</sup>	onduct, and may cons ion for a maximum per	onate to the importance of sist in their exclusion from riod of ten years and payr at the information given in	f the contract/gr i the contracts a ment of financia	the budget of t ant agreemen and grants fina Il penalties.	eclared to the t and the
	3				
Family name of authorised representative	ve	First name(s)	)		
Date DD/MM/YYYY		Signature of t authorised re to sign the Gi Agreement of the organisat	presentative rant r to commit		
Family name of authorised representative	ve	First name(s)	)		
Date DD/MM/YYYY		Signature of t authorised re to sign the Gr Agreement or the organisat	presentative rant r to_commit		

	Grant A	areem	ent Preparat	ion Form	5
4 <sup>64</sup> 4 4 4 4,4	EUROPEAN CON 7 <sup>th</sup> Framework Prog Research, Technolo Development and D	IMISSION ramme on ogical	All Schemes	Data Pro	A2.6: tection & ation role
Project number <sup>1</sup>	Project acronym <sup>2</sup>		Participant number in this project <sup>10</sup>	Participant short name	
	Sig		HE COORDINATOR – PARTIC	IPANT NO. 1	
	5110		ERTIFIED DECLARATION	PARTINO. I	
			e note of the following state		
their personal da Any sensitive inf a Security Aspec later stage of the	ata with the Euro formation or ma ot Letter (SAL) <sup>36</sup> e project, ameno	opean Data Pr terial used as which is prov dment to the g	ficer. Proposers may lodge otection Supervisor at any background or produced a ided. If sensitive informatio rant agreement will be requ d to act as the coordinator	time." s foreground in this p n or material is found sested and a SAL will	roject is covered by I to be required at a
Participant legal	name <sup>13</sup>				
Family name of authorised repre	sentative		First name(s)		
aanonsea repre			Signature of th authorised rep to sign the Gra	esentative	
Date DD/MM/YY			Agreement or t the organisatio	o commit	
Date DD/MM/YY Family name of authorised repre	sentative			o commit	

EUROPEAN COMMISSION 7ª Framework Programme for Research, Technological Development and Demonstration	Collabo Project	Collaborative Project			A3.1: What it costs
Project number <sup>1</sup> Project acronym <sup>4</sup>	Par	Participant number in this project		Participant short name ''	
Funding % for RTD/Innovation activities (#	4) <sup>40</sup> 50% or 75%	ONE FORM PER PARTICIPANT	ANT		
Indirect costs <sup>41</sup> Actua Simpl Stand	al indirect lified mett dard flat n	0000			
My legal entity is established in an ICPC <sup>46</sup> and I shall use the lump sum funding method. YES / NO Different from the indirect cost method of my legal entity, my department/faculty/etc. uses actual indirect costs (Special Clause 30).YES / NO	i I shall use the lump sun egal entity, my departme	n funding method. YES nt/faculty/etc. uses actu	/ NO ual indirect costs (Spec	ial Clause 30).YES / NO	
•			Type of Activity		
	RTD / Innovation (A)	Demonstration (B)	Management (C)	Other (D)	TOTAL A+B+C+D
Personnel costs					
Subcontracting					
Other direct costs					
Indirect costs					
Lump sum, flat-rate or scale-of-unit (option only for ICPC)					
Total costs					
Maximum allowable EC contribution					
Requested EU contribuion					

Project number <sup>1</sup> Project acronym <sup>4</sup>	
ONE FORM PER PROJECT	
Participant Estimated eligible costs (whole duration of the project)	Requested
	Total receipts EC DTAL B+C+D contribution
Total	

EUROPEAN COMMISSION 7 <sup>th</sup> Framework Programme for Research, Technological Development and Demonstration		ement Prepa dination and ort Action			A3.1: What it costs
Project number Project acronym	1	Participant number in this	project"	Participant short name	
ndirect costs <sup>41</sup>		ONE FORM PER PARTICIP	PANT		
Actua Stand	l indirect costs <sup>42</sup> lard flat rate <sup>44</sup>	<ul> <li>Simplified n</li> <li>Special tran</li> </ul>	nethod <sup>43</sup> nsitional flat rate <sup>45</sup>		
ly legal entity is established in an ICPC <sup>46</sup> and ifferent from the indirect cost method of my le	I shall use the lump gal entity, my depart	sum funding method. YES ment/faculty/etc. uses act	I NO ual indirect costs (Sp )	ecial Clause 30).YES	/ NO
1		Type of	Activity		
	Coordination/ Support (A)	Management (B)	Other (C)	TOTAL A+B+C	
Personnel costs		Management (B)	Other (C)		
Personnel costs Subcontracting		Management (B)	Other (C)		
		Management (B)	Other (C)		
Subcontracting		Management (B)	Other (C)		
Subcontracting Other direct costs		Management (B)	Other (C)		
Subcontracting Other direct costs Indirect costs		Management (B)	Other (C)		
Subcontracting Other direct costs Indirect costs Maximum reimbursement indirect costs <sup>47</sup> Lump sum, flat-rate or scale-of-unit		Management (B)	Other (C)		
Subcontracting Other direct costs Indirect costs Maximum reimbursement indirect costs <sup>47</sup> Lump sum, flat-rate or scale-of-unit (option only for ICPC)		Management (B)	Other (C)		
Subcontracting Other direct costs Indirect costs Maximum reimbursement indirect costs <sup>47</sup> Lump sum, flat-rate or scale-of-unit (option only for ICPC) Total costs		Management (B)	Other (C)		

n n Narak Narak	7 <sup>th</sup> Framework Programme for Research, Technological Development and Demonstration		ordinatio			w	A3.2: hat it costs
oject numbe	r'		ONE FOR	Project acronym	2		
articipant		Estimated	l eligible costs (wi	hole duration of t	he project)		Requested
number in nis project	Participant short name	Coordination/ Support (A)	Management (B)	Other (C)	TOTAL A+B+C	Total receipts	EC contribution
	Total						

$\frac{x^{k^{(k')k}}}{x^{(k')}}$	EUROPEAN COMMISSION 7 <sup>e</sup> Framework Programme for Research, Technological Development and Demonstratio	All	Bank accoun
Project number <sup>1</sup>		Project acronym <sup>2</sup>	
	Coor	DINATOR'S BANKING INFORMATIO	PN
Account name <sup>4</sup>	9		
Full address of	account		
PO Box <sup>16</sup>		Postal Code/Ceo	dex <sup>16</sup>
Street name and	number <sup>16</sup>		
Town		Country <sup>16</sup>	
VAT number			
Contact person	for the account		
Name		First name(s)	
Phone <sup>21</sup>		Fax <sup>21</sup>	
E-mail			
Branch address Postal Code/Ceo Street name and Town		Country <sup>16</sup>	
Details of book			
Details of bank IBAN <sup>60</sup>	account		
or			
ACCOUNT NUM	IBER		
Remarks			
We certify that a	bove information declared	is complete and true.	
BANK STAMP + REPRESENTAT (both obligatory		DATE + SIGI (both obligat	NATURE ACCOUNT HOLDER

A5: Reporting Periods		Total requested EC contribution					
		Total estimated eligible cost					
Grant Agreement Preparation Forms All Schemes	Project acronym <sup>4</sup> Ovie Forin Per ProJect	To month					
0		From month					
EUROPEAN COMMISSION	Project number <sup>1</sup>	Reporting Period					

# Appendix 1 to the Grant Agreement Preparation Forms

## Information for financial capacity check -

## **Simplified accounts**

The financial capacity of the coordinator and any other applicant receiving a FCH JU prefinancing exceeding EUR 10,000 is assessed. Also in cases where there are justified grounds of doubt (e.g. from audits, entries in the Early Warning System) these checks may be done. Only these beneficiaries have to complete the forms in appendix 1.

The forms can currently be downloaded in an Excel version from CORDIS <u>http://cordis.europa.eu/fp7/find-doc\_en.html</u> and/or from the FCH JU website <u>http://ec.europa.eu/research/fch</u>.

In addition to the simplified accounts the potential beneficiary shall in general provide its audited accounts. Exempt from financial capacity checks in all cases are public bodies, higher and secondary education establishments and beneficiaries whose participation is guaranteed by a Member State or by an Associated Country.

## **Grant agreement Preparation Forms**



7<sup>th</sup> Framework Programme for Research, Technological Development and Demonstration

EUROPEAN COMMISSION

# Appendix 1: Simplified accounts

Project Number<sup>1</sup>

Project Acronym<sup>2</sup>

Participant number in this project<sup>9</sup>

			tr	iis proje	CT
	RESTRUCTURED SIMPLIFIED ACCOU	NTING	BALANCE SHEET	S	
	& PROFIT AND LOSS				
	Closing date (dd/mm/yyyy) Duration (in months)		Year N		Year N-1
	· · · · ·			-	
	Currency				
		<b>0</b> 1			
	Accounting Balance	Sheet(s	5)		
			Year N		Year N-1
	1- Subscribed capital unpaid				
	2- Fixed assets (2.1+2.2+2.3)		0,00		0,00
	2.1- Intangible fixed assets				
	2.2- Tangible fixed assets				
	2.3- Financial assets				
	<b>3-</b> Current assets (3.1+3.2.1+3.2.2+3.3+3.4)		0,00		0,00
	3.1- Stocks				
	3.2.1- Debtors due within one year				
	3.2.2- Debtors due after one year				
	3.3- Cash at bank and in hand				
	3.4- Other current assets				
	Total assets (1+2+3)		0,00		0,00
			Year N		Year N-1
			I ear in		i cai N-1
	4. Capital and reserves (4.1+4.2+4.3+4.4)		0,00		0,00
	4.1- Subscribed capital				
	4.2- Reserves				
	4.3- Profit and loss brought forward from the previous years				
	4.4- Profit and loss brought forward for the financial year				
	5. Creditors (5.1.1+5.1.2+5.2.1+5.2.2)	1	0,00	1	0,00
	5.1.1- Long term non-bank debt				
	5.1.2- Long term bank debt	1		1	
1		┥ ┝──		┥ ┝──	

5.2.1- Short term non-bank debt 5.2.2- Short term bank debt

Total liabilities (4+5)

0,00

0,00

## **Grant agreement Preparation Forms**



EUROPEAN COMMISSION 7<sup>th</sup> Framework Programme for

Research, Technological Development and Demonstration

# Appendix 1: Simplified accounts

		Year N	Year N-1
Tu	rnover		
+ Va	riation in stocks <sup>(1)</sup>		
+ Oth	er operating income		
= Op	erating income (OI)	0,00	0,00
- Cos	st of materials and consumables		
- Oth	her operating charges		
- Rei	muneration and charges (staff costs)		
= Gr	oss Operating Profit or Loss (GOP/GOL)	0,00	0,00
- Dej	preciation and value adjustments on non-financial assets		
= Net	t Operating Profit or Loss (NOP/NOL)	0,00	0,00
+ Fin	ancial income and value adjustments on financial assets		
- Inte	erest paid		
- Sin	nilar charges		
= Pro	ofit or Loss on ordinary activities	0,00	0,00
+ Ext	raordinary income		
- Ext	raordinary charges		
- Tax	kes on profits		
= Pro	ofit or Loss for the financial year (Net result)	0,00	0,00

(1) Positive or negative amount

## End notes to Grant Agreement Preparation Forms

#### **1** Project number

The project number has been assigned by the FCH JU 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 fixed starting date is requested, insert this starting date of the project. During the negotiations the coordinator should present a written justification for requesting a fixed starting date. This starting date must be after the submission of the proposal and normally approx. 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 FCH JU 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.

#### 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 it to take account of several considerations. Use no 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 they will be achieved. The relevance of your project's objectives in the context of the objectives of the specific programme and the work programme should be spelled out. This abstract will be used as the short description of the project for the public following signature of the grant agreement as well as in communications to the FCH JU Governing Board and other interested parties. It must therefore be short and precise. It 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. For third parties, the number of the participant to whom they are connected should be inserted.

#### **11 Participant short name**

The short name chosen by the participant. This should normally not be more than 20 characters. The same short name should be used for the participant in all documents relating to the project. For third parties, the short name of the participant to whom they are connected [plus "/"] plus the short name of the third party should be inserted.

#### 12 Participant Identification Code (PIC)

The code provided for each validated legal entity in the Unique Registration Facility (URF). The Legal Entity Appointed Representative (LEAR) of the legal entity will distribute this code to participants within the entity. If your organisation has not yet appointed a LEAR, the PIC will be communicated to contacts known to the Commission in previously signed grant agreements. You can also search for PICs of already validated legal entities online at <a href="http://ec.europa.eu/research/participants/urf/">http://ec.europa.eu/research/participants/urf/</a>.

#### 13 Participant legal name

The official name of the participant organisation. If applicable, the name under which the participant is registered in the official trade registers. This name is prefilled and non-editable.

#### 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/FCH JU and this validated information is prefilled in the A2.1 form.

If the information that is provided is validated but is incorrect you should contact the Legal Entity Appointed Representative (LEAR) of your organisation and ask her/him to correct the data in the Unique Registration Facility.

If the status of validation is NOT validated, and a Legal Entity Appointed Representative (LEAR) of your organisation has not yet been appointed, you should self-register online in PDM URF (http://ec.europa.eu/research/participants/urf/) and introduce a separate request for appointment of a LEAR.

Forms for the appointment of LEARs are available at http://cordis.europa.eu/fp7/urf-lear\_en.html.

#### 15 Address data

Only the fields forming the complete postal address need to be completed. For the legal address of the participant, these data are prefilled and non-editable. If necessary, requests for changes have to be introduced via the Unique Registration Facility.

#### **16 Country**

The name of the country as commonly used. For the legal address of the participant, these data are prefilled and non-editable. If necessary, requests for changes have to be introduced via the Unique Registration Facility.

#### 17 Legal registration number, place and date of registration

These data are prefilled and non-editable. If necessary, requests for changes have to be introduced via the Unique Registration Facility.

#### 18 VAT number

These data are prefilled and non-editable. If necessary, requests for changes have to be introduced via the Unique Registration Facility.

#### 19 Legal form

These data are prefilled and non-editable. If necessary, requests for changes have to be introduced via the Unique Registration Facility.

#### 20 Legal Entity Appointed Representative (LEAR)

The contact person for legal information appointed by the legal entity and communicated to the Commission/FCH JU. These data are prefilled and non-editable. If no LEAR has been appointed, you should introduce a separate request for appointment of a LEAR. Forms for the appointment of LEARs are available at http://cordis.europa.eu/fp7/urf-lear\_en.html.

#### 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 Legal person or natural person

Natural person refers to a physical person. The place of establishment refers in this case to the habitual residence of the person. These data are prefilled and non-editable. If necessary, requests for changes have to be introduced via the Unique Registration Facility.

#### 24 Public body

Public body means any legal entity established as such by national law and international organizations. These data are prefilled and non-editable. If necessary, requests for changes have to be introduced via the Unique Registration Facility.

#### 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. These data are prefilled and non-editable. If necessary, requests for changes have to be introduced via the Unique Registration Facility.

#### 28 International organisation

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. These data are prefilled and non-editable. If necessary, requests for changes have to be introduced via the Unique Registration Facility.

#### 29 Secondary and higher education establishment

Organisations that deliver diplomas recognised by a country (typically universities). These data are prefilled and noneditable. If necessary, requests for changes have to be introduced via the Unique Registration Facility.

#### **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. These data are prefilled and non-editable. If necessary, requests for changes have to be introduced via the Unique Registration Facility.

#### **31 Enterprise**

Any entity engaged in an economic activity, irrespective of its legal form. These data are prefilled and non-editable. If necessary, requests for changes have to be introduced via the Unique Registration Facility.

#### 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 fulltime 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 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**

N/A

#### 40 Funding % for RTD/Innovation activities

See the text for the specific Call

#### **41 Indirect costs**

Indirect costs are all those eligible costs which cannot be identified by the beneficiary as being directly attributed to the project, but which can be identified and justified by its accounting system as being incurred in direct relationship with the eligible direct costs attributed to the project. They may not include any eligible costs.

#### 42 Actual indirect costs

Industrial beneficiaries who have an analytical accounting system to identify their indirect costs must declare their actual indirect costs.

#### 43 Simplified method

If it is in accordance with its usual accounting and management principles and practices, a beneficiary is allowed to use a simplified method of calculation of its full indirect eligible cost at the level of its legal entity. Use of such a method is only acceptable where the lack of analytical accounting or the legal requirement to use a form of cash-based accounting prevents detailed cost allocation. The simplified approach must be based on actual costs derived from the financial accounts of the period in question.

#### 44 Standard flat rate

N/A

## 45 Special transitional flat rate

N/A

46 International Cooperation Partner Country (ICPC)  $N\!/\!A$ 

47 Maximum reimbursement of indirect costs

See the text for the specific Call

48 Funding % for RTD

See the text for the specific Call

#### 49 Account name

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

#### 50 International Bank Account Number (IBAN)

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

#### 51 Bank stamp + signature bank representative

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