

SUPPLEMENTARY AGREEMENT
(Support for frontier research)

[name of the legal entity hosting and engaging the principal investigator], (hereinafter referred to as “*beneficiary*”),

of the one part,

[name of the principal investigator, nationality, passport No. XXX], (hereinafter referred to as “*principal investigator*”),

of the other part,

Have agreed to the following terms and conditions and fully accept the terms defined in the *grant agreement* (ERC *grant agreement* No. XXX), which have the same meaning in this agreement.¹

1. Scope of the agreement

[This section should include at least the following:]

The present agreement shall determine the conditions for implementing the project “[project full title]” (hereinafter referred to as “*project*”) and the respective rights and obligations of the *principal investigator* and the *beneficiary*. Provisions of this *supplementary agreement*, which are not in accordance with the *grant agreement*, shall be deemed to be void.

2. Rights and obligations of the beneficiary

[This section should include at least the following:]

The *beneficiary* shall:

1. support the *principal investigator* in the management of the *team* and provide reasonable administrative assistance to the *principal investigator*, in particular as regards:
 - a. the timeliness and clarity of financial information,
 - b. the general management and reporting of finances,
 - c. the advice on internal *beneficiary* strategies and *ERC or Commission* policies,

¹ *Grant agreement* means the ERC grant agreement including its annexes between the *beneficiary* and the *European Community* under the Seventh Framework Programme (FP7).

- d. the organisation of *project* meetings as well as the general logistics of the *project*.
2. provide research support to the *principal investigator* and his/her *team members* throughout the duration of the project in accordance with Annex I, in particular as regards infrastructure, equipment, products and other services as necessary for the conduct of the research;
3. ensure that the *principal investigator* and his/her *team members* enjoy, on a royalty-free basis, access rights to the *background* and the *foreground* needed for their activities under the *project* as specified in Annex I;
4. guarantee adequate contractual conditions to the *principal investigator*, in particular as regards:
 - a. the provisions for annual, sickness and parental leaves,
 - b. the occupational health and safety standards,
 - c. the general social security scheme, such as pension rights.
6. ensure the necessary scientific autonomy to the *principal investigator*, in particular as regards:
 - a. the selection of other *team members*, hosted and engaged by the *beneficiary* or other legal entities, in line with profiles needed to conduct the research, including the appropriate advertisement;
 - b. control over the budget in terms of its use to achieve the scientific objectives;
 - c. the authority to deliver scientific reports to the *Commission*;
 - d. the authority to publish as senior author and invite as co-authors only those who have contributed substantially to the reported work.
7. inform the principal investigator on any circumstances affecting the implementation of the *project* leading potentially to a suspension or termination of the *grant agreement*;
8. subject to the observance of applicable national law and to the agreement of the *Commission*, transfer the *grant agreement* as well as any pre-financing of the grant not covered by an accepted cost claim to a new *beneficiary*, should the *principal investigator* request to transfer the entire *project* or part of it to this new *beneficiary*. The *beneficiary* shall submit a substantiated request for amendment or notify the *Commission* in case of its objection to the transfer.

3. Rights and obligations of the principal investigator

[This section should include at least the following:]

The *principal investigator* shall:

1.
 - a) take all appropriate steps towards the effective supervision of the scientific and technological execution of the *project*;
 - b) be in charge of the scientific reporting and contribute effectively to the financial management reporting on the *project*;
 - c) inform the *beneficiary* in due time of any event or change in circumstances which are likely to have an effect on the performance of the *grant agreement*, inter alia:
 - a planned transfer of the *project* to a new *beneficiary*;
 - any modification relating to the information having served as a basis to the signature of the supplementary agreement referred to in Article 2 of the *grant agreement*;
 - any modification relating to the information having served as a basis for the award of the ERC grant;
 - any personal grounds affecting the implementation of the *project*.
 - d) respect the confidentiality rules in accordance with Article II.9 of the *grant agreement*.
 - e) acknowledge the support of the Community for an ERC grant in any dissemination activities, such as in related publications or other media in accordance with Article II.12 of the *grant agreement*.
2. the *principal investigator* shall respect the intellectual property rights of the *beneficiary* during and after the *project*;
3. the *principal investigator* shall propose in writing to the *beneficiary* in the case he/she decides to transfer the *project* to a new beneficiary to which extent the *project* shall be transferred. He/she shall also make in writing a proposal to the *beneficiary* on the modalities of the transfer arrangement with the new *beneficiary*.
4. the *principal investigator* shall provide to the *beneficiary* in the case of transfer to the new beneficiary a statement describing in detail the results of the conducted research up to the time of transfer of the *project* and he/she shall transmit a copy of this statement to the *Commission*.

4. Confidentiality, knowledge and intellectual property rights

[This section should include at least the following:]

[This section could include further arrangements between the beneficiary and the principal investigator during the activities and beyond, relating to intellectual property rights, in particular the access to background, the use of foreground, publicity and confidentiality.

They should be compatible with the provisions foreseen in Annex II to the grant agreement and with the employment conditions of the principal investigator.]

5. Miscellaneous

[This section should include at least the following:]

The law of [name of country] shall be applicable to this agreement. All disputes arising from this agreement shall be settled in [name of country].

This agreement is made in three counterparts, one for the *principal investigator*, one for the beneficiary and the other for the *Commission*.

6. Annexes

The following annexes form an integral part of this agreement:

The ERC grant agreement No. XXX including, *inter alia*:

- Annex I (Description of work)
- Annex II (ERC General conditions)

Done at [name of place] in three originals, in English

For the beneficiary

Signature of legal representative

Signature of principal investigator