



European Research Council

**ERC Frontier Research Scheme**  
***(Starting Grants)***

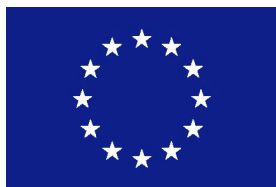
**Guidance Notes**  
**for preparing the Grant Agreement**

*Draft Version January 14. 2008*

THE GUIDE IS PUBLISHED BY THE ERC ON [HTTP://ERC.EUROPA.EU](http://erc.europa.eu)

(the final version will also be available on the CORDIS page on <http://cordis.europa.eu>  
)

This guidance<sup>1</sup> is provided for information purposes and easing cooperation. These notes do not replace legal sources but aim at assisting participants who are invited for preparation of the Grant Agreement following the evaluation of their proposal. It outlines the information and procedures in the granting process



EUROPEAN COMMISSION  
FP7 Specific Programme  
IDEAS



---

<sup>1</sup> **Disclaimer:** Neither the Commission nor any person acting on its behalf can be held responsible for the use made of these guidance notes.

## TABLE OF CONTENTS

<b>1. INTRODUCTION.....</b>	<b>3</b>
<b>2. INVITATION TO PREPARE THE GRANT AGREEMENT .....</b>	<b>3</b>
<b>3. CONTENT OF THE PREPARATION PROCESS.....</b>	<b>6</b>
3.1. What documents are needed during preparation of the Grant Agreement?.....	6
3.2. Scientific/Technical preparation.....	9
3.3. Financial and legal preparation .....	9
<b>4. COMPLETION OF PREPARATION PROCESS AND FURTHER STEPS.....</b>	<b>10</b>
4.1. Grant agreement signature .....	11
4.2. Start of the project .....	11
4.3. Pre-financing .....	12
4.4. What is the Participants' Guarantee Fund (PGF)?.....	12
<b>5. THE DESCRIPTION OF WORK – ANNEX I TO THE GRANT AGREEMENT.....</b>	<b>16</b>
<b>6. PROJECT MONITORING AND FOLLOW-UP .....</b>	<b>19</b>
<b>7. APPENDICES .....</b>	<b>20</b>
7.1. Appendix 1 – Layout of Grant Agreement specific conditions .....	21
7.2. Appendix 2 –Ethical issues .....	22
7.3. Appendix 3 – Template for cover page of Annex I .....	24
7.4. Appendix 4 – Subcontracting.....	25
7.5. Appendix 5 – ERC Grant Agreement Preparation Forms – GPFs .....	28

## 1. INTRODUCTION

These guidance notes are provided for applicants who are undertaking the preparation of a Grant Agreement following the positive evaluation of proposals for ERC-grants organised under the “Ideas Specific Programme” of the 7<sup>th</sup> Framework Programme of the European Community<sup>2</sup>.

Due to the particularities of the “Ideas Specific Programme” this preparation process is intended to be mainly administrative, understanding that usually only those proposals that require little or no adjustments to their substance are funded. Therefore, most correspondence will be handled by the official called “Administrative Officer”, exception being modifications of the content of the project (Description of Work), which prior to the preparation of the ERC Grant Agreement, will be handled by the official called “Project Officer”.

This document outlines the essentials of the ERC Grant Agreement preparation process set up by the ERC Dedicated Implementation Structure (ERC-DIS).

### Definition of terms

The European Research Council (ERC) is established by the European Commission<sup>3</sup> to implement the Specific Programme “Ideas” of the Seventh Framework Programme for research, technological development and demonstration (“*Ideas Specific Programme*”)<sup>4</sup>. The ERC consists of the ERC-Scientific Council and the ERC Dedicated Implementation Structure; it is accountable to the Commission and operates under conditions of autonomy and integrity guaranteed by the Commission.

The term “Rules for Participation” refers to the 'Rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results'<sup>5</sup>

## 2. INVITATION TO PREPARE THE GRANT AGREEMENT

Following the positive peer review evaluation of a proposal, including fixing of the maximum Community financial contribution for the work, the Principal Investigator is invited by letter from the ERC DIS to commence the preparation for a grant agreement. A copy of this letter is addressed to the Host Institution.

---

<sup>2</sup> Decision of the European Parliament and of the Council (EC) No 1982/2006 of 18 December 2006 concerning the Seventh Framework Programme of the European Community for research, technological development and demonstration activities (2007-2013) - OJ L412 of 30.12.2006, p1.

<sup>3</sup> OJ L57, 24.02.2007, p.14

<sup>4</sup> OJ L400, 30.12.2006, p 243 corrigendum published in OJ L 54, 22.2.2007, p. 81

<sup>5</sup> OJ L391, 30.12.2006, p 1

The letter of invitation provides details on any aspects to be considered during the preparation of the Grant Agreement (the layout of a Grant Agreement specific conditions can be found in Appendix 1).

Proposals that have undergone an ethical review, also receive an Ethical Review Report (for more details on ethical issues please refer to Appendix 2).

### **Support during the preparation of the Grant Agreement**

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

Furthermore, and because verification of legal status and financial viability of beneficiaries is one of the prerequisites for signing a grant agreement, a Central Validation Team has been created for all activities of the 7<sup>th</sup> Framework Programme. Contacts with potential beneficiaries may be taken by the Team in order to establish their legal existence and status.

### **The beneficiary (Host Institution)**

The legal entity will identify one of its staff members as its representative to carry out the actions required of the Host Institution. The representative of the Host Institution is responsible for all contacts between the Host Institution and the ERC DIS.

*For multi-beneficiary projects:*

*The principal beneficiary (Host Institution) leads and represents the other beneficiaries with regard the preparation of the ERC Grant Agreement.*

*The beneficiary hosting and engaging the Principal Investigator is the principal beneficiary. That legal entity will identify one of its staff members as its representative to carry out the actions required of the principal beneficiary. The representative of the principal beneficiary is responsible for all contacts between the beneficiaries and the ERC DIS. The choice of the representative of the principal beneficiary should therefore take into account the organisation's management capacities and its legal and financial stability. For a comprehensive description of the role of the principal beneficiary please refer to Article II.2.3 of the ERC MGA.*

The letter of invitation and/or the Grant Agreement specific conditions shall indicate:

- The deadline by which the beneficiary must provide the first drafts of Annex I (description of work) of the ERC Grant Agreement (GA) and the ERC Grant Agreement Preparation Forms (GPFs) including all supporting documents.
- The deadline by which the preparation of the ERC Grant Agreement must be completed.

The letter of invitation also points to web addresses for:

- A copy of these guidance notes
- The ERC Model Grant Agreement and its annexes and any special conditions that could apply ([http://cordis.europa.eu/fp7/calls-grant-agreement\\_en.html#ideas\\_ga](http://cordis.europa.eu/fp7/calls-grant-agreement_en.html#ideas_ga))
- The IT tool for the completion of grant agreement preparation forms and exchange of information between the beneficiary and the Administrative Officer
- The Guide for ERC Grant Holders (in preparation)
- The Rules to ensure consistent verification of the existence and legal status of participants, as well as their operational and financial capacities, in FP7 indirect actions ([http://cordis.europa.eu/fp7/find-doc\\_en.html](http://cordis.europa.eu/fp7/find-doc_en.html))
- The template for the Supplementary Agreement for ERC projects ([ftp://ftp.cordis.europa.eu/pub/fp7/docs/fp7-lga-tsa\\_en.pdf](ftp://ftp.cordis.europa.eu/pub/fp7/docs/fp7-lga-tsa_en.pdf))
- The Guide to Intellectual Property Rules for FP7 projects ([ftp://ftp.cordis.europa.eu/pub/fp7/docs/ipr\\_en.pdf](ftp://ftp.cordis.europa.eu/pub/fp7/docs/ipr_en.pdf))
- For proposals using or generating "Classified information", additional specific procedures should be addressed during the preparation of the Grant Agreement. ERC projects are in principle not subject to the use of classified information. Would such a case occur, the beneficiary is invited to refer to the Standard FP7 Negotiation Guidelines for further details on the procedures to be applied: [ftp://ftp.cordis.europa.eu/pub/fp7/docs/negotiation\\_en.pdf](ftp://ftp.cordis.europa.eu/pub/fp7/docs/negotiation_en.pdf)

## The intellectual property helpdesk

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

Telephone +34 96 590 97 18 Telefax +34 96 590 97 15 E-mail [ipr-helpdesk@ua.es](mailto:ipr-helpdesk@ua.es)

### Intellectual properties issues

Applicants will find an overview of the FP7 intellectual property (IPR) provisions in the Guide to Intellectual Property Rules for FP7 projects. Provisions that are specific to the ERC Grant Agreement are described in the ERC Guide for Grant Holders (in preparation). That document is intended to act as a guide to the various issues and pitfalls that participants may encounter.

### The ERC Model Grant Agreement<sup>6</sup>

The grant agreement ruling the Support to Frontier research by ERC is specific and different from the standard FP7 Model Grant Agreement. Before beginning preparation of the Grant Agreement, applicants are invited to carefully read the ERC Model Grant Agreement and its Annexes ([http://cordis.europa.eu/fp7/calls-grant-agreement\\_en.html#ideas\\_ga](http://cordis.europa.eu/fp7/calls-grant-agreement_en.html#ideas_ga)),

<sup>6</sup> The model grant agreement in these guidance notes refers ERC actions for frontier research

which establish the legal framework for the project's funding and administration. When reference is made in this document to the "Model Grant Agreement" it is meant to the specific ERC Model Grant Agreement, unless otherwise specified.

### **The ERC Guide for Grant Holders (in preparation)**

Likewise, a specific Guide for ERC Grant Holders will be made available. It will differ from the standard FP7 Guides.

## **3. CONTENT OF THE PREPARATION PROCESS**

The overall purpose of the process is to finalise the details of the work to be carried out under the grant agreement within the associated budget, as well as to establish the legal and financial information needed to establish the grant agreement. A series of documents shall be collected in order to constitute the Grant Agreement file.

The preparation of the Grant Agreement process comprises two main aspects: (i) Technical (*scientific*) preparation and (ii) Financial and legal preparation.

### **3.1. What documents are needed during preparation of the Grant Agreement?**

The ERC Model Grant Agreement consists of a predefined core contract and annexes. The Description of Work (Annex I to the ERC Grant Agreement) is prepared by the Principal Investigator, on behalf of the beneficiary.

At the beginning of the preparation process, applicants are invited to submit a draft Description of Work. This is largely an updated version of part B of the proposal, taking account of the comments made by the peer reviewers and communicated in the Grant Agreement specific conditions.

Likewise applicants need to provide the Grant Agreement Preparation Forms (GPFs), which are used to set the specific conditions in the core contract (such as reporting periods, bank account coordinates, etc.).

### **The Grant Agreement Preparation Forms (GPFs)**

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

While final version of the GPFs must be signed, signatures are not required on any draft versions.

The Grant Agreement Preparation Forms have to be completed in an IT tool. The details of access to the tool will be given in a separate e-mail to the contact person of the Host

Institution. The paper version in Appendix 5 (including a full set of explanatory notes) are just for information; the actual layout in the IT tool will be different. The use of the IT tool for completing GPFs is mandatory. It allows the Principal Investigator / Host Institution to establish a complete set of GPFs and to exchange several versions with the ERC DIS in an iterative process of preparation. An on-line manual for the IT Tool is available once the user has logged in.

*For multi-beneficiary projects, the forms should be completed by **all** beneficiaries (including those not requesting any funding). The GPFs have sections for each beneficiary, and also a section to be completed by the principal beneficiary for the project as a whole.*

The GPF's have been designed to facilitate the preparation and the production of the grant agreement. Essentially the forms are used to identify the beneficiary that will sign the grant agreement and to determine the eligible costs and Community contribution. The forms also include a standard declaration to be signed by each participating organisation.

Certain details, principally from forms A1 and A2, are used to generate a Project Fact Sheet (see following Chapter). The budget forms and the project summary form will be included in the Grant Agreement as part of Annex I. The GPFs may also be used as a reference base by the ERC DIS when receiving financial statements during the lifetime of the project.

Thus, although the GPFs are not part of the ERC Grant Agreement (except for the budget forms and the project summary form, as mentioned above), it is important that the information in the forms is exact.

A first draft of the GPFs must be completed and sent electronically to the Administrative Officer. The final agreed version of the GPFs should be submitted to the Administrative Officer as soon as agreement is achieved, in one unbound copy on white paper with original signatures, and in electronic format using the GPF-editor application. Any required supporting documentation should be provided in one copy, if not requested differently by the Administrative Officer.

## **The Description of Work (Annex I of the ERC GA)**

Annex I to ERC GA is the reference document for the work and the effort to be executed in carrying out the project. It forms a firm part of the Grant Agreement. It shall facilitate the implementation and meaningful monitoring of the project for all parties. The concrete goals and expected results must be clearly described (in a measurable way).

The first drafts of Annex I to GA (resp. and of the GPFs) are submitted by the Principal Investigator (resp. the Host Institution) within the deadline and to the person indicated in the letter of invitation. Upon receipt, the ERC-DIS will indicate changes or improvements which are required and to be responded to in an iterative process until agreement is reached. The entire process should be concluded before the deadline for completion of the preparation.

## **The Supplementary Agreement**

The Supplementary Agreement provides the legal basis for the details of the internal relationship and responsibilities between the Principal Investigator and the Host

Institution, but always consistent with the provisions of the Grant Agreement. The Supplementary Agreement is mandatory for all ERC projects. The beneficiary shall provide the ERC DIS with a copy of the signed Supplementary Agreement together with the signed Grant Agreement. An advance copy or a draft version of the Supplementary Agreement shall be transmitted to the ERC DIS together with the Grant Preparation Forms. A template with minimum requirement for a Supplementary Agreement is provided at the following address:

[ftp://ftp.cordis.europa.eu/pub/fp7/docs/fp7-lga-tsa\\_en.pdf](ftp://ftp.cordis.europa.eu/pub/fp7/docs/fp7-lga-tsa_en.pdf)

### **Banking information form**

A template form is available as part of the GPFs, as well as directly from the following address: [http://ec.europa.eu/budget/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm)

The form shall be signed by both an authorised representative of the account holder and of the bank. It shall be provided as a signed paper original but could also be sent electronically (scan of the signed document) as an advance copy in order to create the third party file account for the payments.

In order to facilitate the process of grant preparation, the beneficiary is invited to confirm in the cover letter accompanying the signed paper original form, that this bank account is an interest-bearing account or to present any relevant justification preventing the use of such an account.

### **Copy of Principal Investigator's passport**

Please provide a copy of PI's passport or ID card or any identity document recognized by the national authorities.

*NB: Principal Investigators who were invited to interviews during the evaluations of the proposals from the ERC-2007-StG call did already provide a copy of their identity document. In such cases, no further copy is required at the preparation stage, unless the identity document has been modified or renewed.*

### **Proof of residence in a Member State or Associated State**

The ERC-2007-StG Call text stipulates that the Principal Investigator shall establish his/her residence in one of the Member States or Associated States for the duration of the project. Therefore, a proof of this residence is to be provided during the preparation of the Grant Agreement and at the latest before the signature of the Grant Agreement by the ERC-DIS.

### **Additional legal and financial documentation**

If not already registered in the Unique Registration Facility, beneficiaries will have to provide supporting documents enabling the verification of their legal existence and status. In such cases, the verification will be handled by a central service of the Commission in parallel with the granting process and the beneficiaries concerned shall receive separate detailed instructions.



In addition, non-public Host Institutions and any other non-public beneficiary requesting more than EUR 500,000 EC contribution have to provide copies of certified profit and loss account and balance sheet corresponding to the last two financial years for financial viability checking.

Extensive information about these verifications is compiled in the document "Rules on verification of existence, legal status, operational and financial capacity" available from the CORDIS website in English, French and German on the following page: [http://cordis.europa.eu/fp7/find-doc\\_en.html](http://cordis.europa.eu/fp7/find-doc_en.html)

**Where paper copies are requested, as the case is for the GPFs, these should be unbound, on white paper, with original signatures.**

### **3.2. Scientific/Technical preparation**

The aim of the technical preparation is to agree on the final content of Annex I (description of work) to the Grant Agreement.

During this part of the preparation process:

- The proposal may need to be adapted to meet the recommendations of the evaluation, as described in the Grant Agreement specific conditions.
- The work to be carried out by the Host Institution (or by each of the beneficiaries for multi-beneficiary projects) taking into consideration the specific role of the Principal Investigator will need to be defined in sufficient detail.
- The scientific reporting periods will be established. Although other reporting schemes may be considered here for scientific reasons, a standard reporting scheme will foresee scientific reports at mid-term and at the end of the project.

### **3.3. Financial and legal preparation**

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

Legal preparation includes the analysis and review of the legal status of each applicant, any special clauses required for the project, and other aspects such as the project start date.

During this part of the preparation process:

- The total costs and total eligible costs will be determined. Special attention should be given to the methodology to calculate the personnel costs.
- A table of the estimated breakdown of budget and Community financial contribution per categories (personnel, equipment, infrastructure, consumables, travel, publication costs, subcontracting) will be established.
- The amount of pre-financing will be established.

- The start date and the duration of the project will be agreed upon. Unless a specific (e.g. fixed) starting date is duly justified and agreed during the preparation of the Grant Agreement, the ERC project will start on the first day of the month following the entry into force of the Grant Agreement (NB: entry into force = signature by the ERC DIS).
- The need for the inclusion in the grant agreement of any special clauses will be established.
- The timing of the financial management reporting periods will be established. As an indication a standard reporting period of 18 months will be considered, thus resulting in a "18-18-18-6" scheme for a 5-year project, "18-18-12" for a 4-year project and "18-18" for a 3-year project.
- Any subcontracting or third-party issues will be clarified.
- The existence and legal status of the Host Institution will be verified.
- The financial viability of the non-public Host Institution (and any other non-public beneficiary with an EC contribution exceeding EUR 500,000) will be assessed, as outlined in the Rules to ensure consistent verification of the existence and legal status of participants, as well as their financial capacity.
- At this stage, the beneficiary (or the principal beneficiary for multi-beneficiaries projects) has to provide the coordinates of the bank account on which the prefinancing shall be installed. This prefinancing will remain Community's property until the end of the project and therefore, in order to ensure a sound management of the Community's funds, **this bank account shall bear interests**. Non interest-bearing accounts will be the exception and the ERC-DIS may in such cases reserve its right to take other protection measures for securing the financial interests of the Community.

Projects also have the opportunity, during preparation of the Grant Agreement, to consider any gender aspect that might be relevant to the project and include it explicitly into the Description of Work. The Commission Recommendation of 11 March 2005 on the European Charter for Researchers and a Code of Conduct for the Recruitment of Researchers should be applied as a reference framework for recruitment ([http://ec.europa.eu/eracareers/index\\_en.cfm](http://ec.europa.eu/eracareers/index_en.cfm)).

#### **4. COMPLETION OF PREPARATION PROCESS AND FURTHER STEPS**

At the end of the preparation process, agreement should be reached on all technical, financial and legal issues related to the ERC Grant Agreement and the Host Institution should be in the position to prepare and send a final version of the relevant documents to the person indicated in the invitation letter.

When all the necessary legal and financial information required has been received and validated by the ERC DIS, a grant agreement is drafted and sent to the Host Institution for signature.

#### **4.1. Grant agreement signature**

Upon receipt of the grant agreement, the authorised representative of the Host Institution signs two originals on behalf of its organisation and returns them to the ERC DIS. The ERC DIS will sign these once all its internal procedures have been successfully completed and will return one duly signed original to the Host Institution.

For multi-beneficiary projects, the Host Institution must distribute in parallel a copy of the grant agreement to the other beneficiaries, along with the accession form – the form for the other beneficiaries to accede to the grant agreement and which constitutes the Annex III to the ERC Model Grant Agreement. All beneficiaries must sign the accession form to accede to the grant agreement. Three duly completed originals of the accession form are signed by each beneficiary and returned to the principal beneficiary for its signature. When the principal beneficiary has signed all the accession forms, he/she sends one original of the accession form to each beneficiary and one original to the ERC DIS, keeping one for its records.

The ERC 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 the grant agreement to propose an acceptable solution to the ERC DIS; either by reallocating the work of the missing beneficiary among them or by the accession to the grant agreement of a new beneficiary. The ERC DIS 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 evaluated 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).

#### **4.2. Start of the project**

The relevant provisions of the grant agreement will determine the start date of the project.

This may be the first day of the month following the entry into force of the grant agreement, a specific fixed date or an effective start date notified by the beneficiary within a certain number of months from the entry into force. In order to streamline the granting process, to minimise the administrative burden while ensuring that the proper administrative and financial environment is in place at the start of the project, the beneficiaries will be invited to consider for the start date the first day of the month following the entry into force (i.e. the signature by the ERC DIS). However, a fixed start date, including an anticipated start date, may be defined if the Principal Investigator can justify the necessity of it. Unless duly justified, ERC projects will start on the first day of the month. Where the Principal Investigator requires a specific fixed start date for the project that precedes the entry into force of the grant agreement, full details regarding the justification for the request should be made in writing to the Administrative Officer prior to the finalisation of Annex I to ERC GA and of the GPFs. The ERC DIS 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 ERC DIS.

### **4.3. Pre-financing**

Once the grant agreement is in force, the ERC DIS can make the pre-financing payment to the Host Institution. The amount will be established during the preparation process and is intended to provide the Host Institution with sufficient cash flow to carry out the first part of the project.

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

The pre-financing amount specified in the grant agreement includes the beneficiaries' contribution to the Participants' Guarantee Fund (PGF). This represents 5% of the requested total EC contribution and is transferred directly to the PGF by the ERC DIS.

For multi-beneficiary projects, the principal beneficiary can only distribute the pre-financing to those beneficiaries that have signed the accession form and acceded to the grant agreement.

### **4.4. What is the Participants' Guarantee Fund (PGF)?**

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

But moreover, it allows the Community to exempt beneficiaries from *ex-ante* financial viability controls (except in a limited number of cases) and from the imposition of any sort of financial securities, including bank guarantees or retention of pre-financing.

It will therefore ease the implementation of FP7 actions for the Commission and participants, by reducing time to signature to the grant agreement and paperwork and allow small actors such as SMEs to accede Community funding under the same conditions as major research stakeholders.

All beneficiaries to indirect actions taking the form of a grant must contribute to the PGF for the duration of the action. When transferring the initial pre-financing to the beneficiary, the Commission will deduct the relevant PGF contribution and transfer it to the holding bank.

This deduction will be equal to 5% of the total Community financial contribution foreseen in the Article 6 of the ERC Grant Agreement. At the time of the final payment, beneficiaries will recover their capital unless the PGF has incurred losses. In such a case, the Commission will deduct a maximum of 1% of the grant owed to them, with the exception of public bodies, legal entities whose participation in the grant agreement is guaranteed by a Member State or an associated country, and higher and secondary education establishments.

## Frequently Asked Questions (FAQs)

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

**Project preparation costs:** The ERC DIS does not fund costs related to proposal preparation or to preparation of the Grant Agreement even if the fixed start date of the project is prior to the date that the grant agreement enters into force.

**Bank account:** The Host Institution should establish a bank account in EUR to allow that the Community financial contribution and related interests are identified. Unless duly justified, beneficiaries shall provide for an interest-bearing account.

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

**Changes in Host Institution work plan:** During the preparation of the Grant Agreement the Principal Investigator may find it necessary to propose changes in the work plan or in the Host Institution as a consequence of events which have occurred since he/she prepared the proposal. Changes may also be required as a consequence of the evaluation results. The ERC DIS will consider these, but the evaluation result must be respected. If the revised work plan or the research environment offered by the new proposed Host Institution differs to the extent that the evaluation might have yielded a different result, the ERC DIS will refuse the changes, or, ultimately, terminate preparation of the Grant Agreement.

**Reduction of human resources:** The evaluation result of the proposal is based on a certain level of human resources and the level of funding is essentially linked to this. If during the preparation of the Grant Agreement the Host Institution changes the human resources requirements (or any other significant cost), the ERC DIS funding offer may change but will not be increased.

**Estimation of costs:** The GPFs and Annex I to ERC GA require the applicants to estimate essential details of costs over the lifetime of the project in order to calculate its pre-financing. Interim and final payments are based on the eligible costs actually incurred and accepted by the ERC DIS

**Subcontracts:** Beneficiaries should have the capacity to perform the tasks required by the project. Exceptionally, some limited tasks may be carried out by third parties. The beneficiary must ensure that work subcontracted does not affect its rights with regard to the use and dissemination of foreground that are the beneficiary's property and the rights of the beneficiary. In addition, the beneficiary must ensure that work is performed at a reasonable cost and justify the reasons for subcontracting. Based on these elements, the ERC DIS 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 ERC DIS, since this puts into question the beneficiary's capacity to perform the tasks required by the project. Subcontracts must be awarded according to the principles of best value for money, transparency and equal treatment. More details on subcontracting are available in Appendix 4 to these guidance notes.

**Pre-financing:** The ERC DIS 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 ERC DIS (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 ERC DIS.

Amendments at the request of the Beneficiary (or by the Principal Beneficiary on behalf of the other beneficiaries for multi-beneficiary grant agreements) must be made in writing and be signed by an authorised representative of the Beneficiary.

**Certificates on the financial statements:** For projects of more than two years, claims for interim and final payments shall be supported by certificates on the financial statements when the amount claimed by the beneficiary is equal or superior to EUR 375.000 when cumulated with all previous payments for which a certificate has not been submitted. The scope of these certificates will comprise the costs claimed, the receipts declared as well as the declaration of the interests yielded by the prefinancing.

**Costs of methodology certification for indirect costs and average personnel rate certification:** In addition to periodic certificates on financial statements, FP7 allows beneficiaries in multiple projects to submit a certificate on the methodology for the calculation of costs (relating to both personnel and indirect costs). This allows these beneficiaries to submit a certificate on the methodology that they will use for the identification of personnel and indirect costs (not for the other costs) for the whole duration of FP7. This certificate on the methodology allows the Commission services to have reasonable assurance on the reliability of the beneficiaries' costing methodology for the preparation of future cost claims with regard to personnel and indirect costs, and the related control systems.

As a consequence, those beneficiaries are granted derogations in the periodicity of submission of periodic certificates on financial statements. This certificate must obtain approval in advance by the Commission services.

The ERC model grant agreement provides that the cost of this methodology certificate, which, unlike periodic certificates on financial statements, is not linked to a specific project as such, are an eligible cost. In order to avoid that this type of costs disproportionately weigh on the available EU funding of individual projects under which they are submitted, it is however important that beneficiaries anticipate their intention to provide such certification and identify already at the proposal stage and again at the preparation stage the estimated costs. As such, this can be foreseen in due time in the project budget.

**Costs of methodology certification for calculation of average personnel costs:** All those beneficiaries who intent to use average rates to claim personnel costs are required to submit a certificate on the methodology for calculation of average personnel costs that they will use for the identification of personnel costs (not for the other costs) for the whole duration of FP7.

This certificate on the methodology allows the Commission services to have reasonable assurance on the reliability of the beneficiaries' costing methodology for the preparation of future cost claims with regard to personnel costs. As a consequence, those beneficiaries are allowed to use average personnel costs in their financial statements. In absence of this

certificate, beneficiaries may only charge actual personnel costs. This certificate must obtain approval in advance by the Commission services.

The ERC model grant agreement provides that the cost of this methodology certificate for calculation of average personnel costs is an eligible cost. Here also, in order to avoid that this cost disproportionately weighs on the available EU funding of individual projects under which they are submitted, it is important that beneficiaries anticipate their intention to provide such certification and identify already at the proposal stage and again at the preparation stage the estimated costs. As such, this can be foreseen in due time in the project budget.

### **Specific questions related with multi-beneficiaries projects:**

***Withdrawing applicants:** If one or more of the organisations that participated in the proposal wish to withdraw while the Grant Agreement is under preparation, the ERC DIS will judge, in the light of the evaluators' reports, whether the withdrawing participant(s) was/were not essential to the success of the proposed project (in which case preparation of the Grant Agreement may continue) or vital to the proposed project (in which case preparation of the Grant Agreement might be terminated and the proposal rejected, or may be suspended pending the remaining participants' finding of an acceptable substitute). If a beneficiary identified in the grant agreement does not sign the grant agreement, the ERC DIS may stop preparation of the Grant Agreement, or later terminate the grant agreement, unless the other beneficiaries propose, and the ERC DIS accepts, an alternative solution.*

***Conflicts between beneficiaries (multi-beneficiary projects):** It is expected that during preparation of the Grant Agreement any potential conflict between two or more beneficiaries will be resolved internally. If an agreement cannot be arrived at, the ERC DIS may decide to intervene and consider the termination of the preparation.*

### **Some important points to remember**

- An invitation to start preparation of the ERC Grant Agreement 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 beneficiaries' acceptance of changes laid out in the Grant Agreement specific conditions.
- The maximum amount of funding for a project is fixed in the ERC core Grant Agreement.
- Funding is conditional upon compliance with the ERC Model Grant Agreement.
- In some cases the ERC DIS may not be able to enter into a grant agreement with certain legal entities because of financial insecurity, other limitations imposed by the Financial Regulation or for reasons of irregularity or violation of fundamental ethical principles. In such cases, the ERC DIS may terminate the preparation of the grant agreement.
- The ERC DIS aims at shortening the time to grant (i.e. the time between deadline of the call for proposals and the signature of the grant agreement). As a result, the letter of invitation specifies a time limit for negotiations. If preparation of the Grant Agreement is not completed within the given time limit, the ERC DIS may terminate the preparation.

## **5. THE DESCRIPTION OF WORK – ANNEX I TO THE GRANT AGREEMENT**

The following sections provide an annotated structure of Annex I for ERC Grant Agreements.

This structure can be used directly for proposal for which the peer – reviewers did not suggest modifications. The bulk of text is simply to be transposed. For proposals requiring modifications, the initial proposal should be reworked - in cooperation with the Project Officer as appropriate – before it should be transposed as outlined below.

### **Annotated Structure of Annex I to ERC GA**

Annex I to GA (description of work) consists of three parts: Part A (the Principal Investigator), Part B (the research project) and Part C (the research environment). All pages must be numbered and each page should be headed with the project acronym, proposal number and actual drafting date.

Each part of Annex I to GA is based on the corresponding part of the proposal. However, during the preparation stage several sections of the original proposal need to be updated and the Principal Investigator may be requested to shorten certain sections of the proposal and elaborate on others.

A template (see Appendix 3) sets out the layout and numbering that must be used when drafting Annex I to GA.

### **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 (please see Appendix 3).

### **Contents page**

The table of contents should include page numbering.

### **PART A: The principal Investigator**

Part A is based on section a) of the proposal.

#### **i. CV**

Outline your education (including training), key qualifications and professional experience. State the exact date of award of your PhD. State clearly any extensions of the eligibility period (see Box 2) that you are claiming for eligible career breaks.

Describe your principal scientific activities and responsibilities (past and present), your participation in research projects, your experience in scientific collaboration and any international experience.

List your main publications relevant to the project and any other relevant achievements (such as patents, books, awards, invited key lectures given, etc.).



State any other skills and experience you consider relevant to the project.

## **ii. Self Evaluation**

Describe how your skills and achievements demonstrate your potential as an independent research leader.

## **ii. Funding ID**

State clearly and accurately any current research grants, scholarships, bursaries etc. from which you benefit, for work related to the ERC grant application, as well as any ongoing foreseen future applications. Describe how you envisage an ERC grant will complement any existing funding.

For each source of funding, you should specify:

- Full title of the research grant, scholarship, bursary etc.
- Name of the funding scheme and organisation responsible
- Your participation in it (e.g. Principal Investigator, co-investigator, etc.)
- Size and duration of the funding

You may use a tabular format.

## **PART B: The Research project**

This section should be based on part b) of the original proposal

### **i. State-of-the-art and objectives**

Specify clearly the objectives of the project, in the context of the state-of-the-art in the field. Outlining the project it should be indicated how and why the project is important for the field, and what impact it will have if successful, such as how it may open up new horizons or opportunities for science, technology or scholarship. Specify any particularly challenging or unconventional aspects of the project, including multi - or inter-disciplinary aspects.

### **ii. Methodology**

Describe the proposed methodology in detail, indicating how and why it is appropriate, including as appropriate key intermediate goals. Explain and justify the methodology in relation to the state-of-the-art, including any particularly novel or unconventional aspects. Highlight any intermediate stages where results may require adjustments to the project planning.

### **iii. Resources**

Describe the size and nature of the team, illustrating the role of any key team member. Describe other necessary resources, such as infrastructure and equipment. Specify any existing resources that will contribute to the project.

## **PART C: The Research Environment**

This section should be based on part b) of the original proposal

### **i. Transition to independence**

Describe how the project will enable you to make or consolidate the transition to becoming an independent research leader.

### **ii. Host institution**

Describe the host institution and also specify what facilities and assistance it will provide to the project, illustrating its capacity to support the project, including in terms of broader intellectual support.

### **iii. a Budget**

State the overall budget requested. This should include the direct costs of the project and also a contribution of 20% of the direct costs (excluding subcontracting) towards overheads. Include a breakdown of the budget including personnel costs, equipment and infrastructure, consumables, travel, publication costs, and any envisaged subcontracts. State how the costs will be distributed over the duration of the project. These figures should be summarised in the GPF form.

### **iii. b Budget**

In addition to the corresponding section in the proposal, this section of the Description of Work will include a tabular presentation of resources and costs dedicated to each of the milestones or deliverables or intermediate goals as defined in section B ii. This table is the main reference for monitoring of project execution. For each of the milestones or deliverables or intermediate goals as defined in section B ii, a foreseen time for completion will be indicated:

"key intermediate goal" or workpackage or milestones (cf. section b)ii )	Estimated % of total requested grant	Detail * (optional)	Expected to be completed on month:	Comment
"key intermediate goal"#1				
...				

*\*If available, a detail by categories of costs (personnel, equipment, travel, etc.) may be provided here.*

### **iv. Additional participants**

If more than one institution will be included as a participant in the project, you should justify clearly the scientific added value of this additional participant to the project.

## **6. PROJECT MONITORING AND FOLLOW-UP**

Certain tasks concerning project management, financial statements or legal and financial matters may be handled by specialist staff within the ERC DIS who communicates directly with the Project Officer(s) or the beneficiary.

### **Project Fact Sheet**

As the FP7 programmes are funded with public funds, a public database of basic information concerning the projects is maintained. Information for this database is captured principally from forms A1 and A2 of the final GPFs, forming part of a Project Fact Sheet of non confidential information such as project acronym, objectives, project summary, project beneficiaries, Community funding etc. It also includes contact details for the Principal Investigator.

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

### **Compulsory deliverables**

According to the ERC Grant Agreement all projects are obliged to submit periodic reports as well as a Final Report to the ERC DIS.

All Projects are also obliged to deliver a 'Final plan for the use and dissemination of foreground.

### **Technical audits and reviews**

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

The review may also lead the beneficiary, or the ERC DIS, to require changes to the work plan. In these cases, the beneficiary will be required to revise Annex I and an amendment to the Grant Agreement may be considered.

A schedule for any planned reviews may be included in Annex I to ERC GA (description of work).

### **Financial Statements**

Beneficiaries 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 ERC DIS.

## 7. APPENDICES

## 7.1. Appendix 1 – Layout of Grant Agreement specific conditions

1. Proposal No and Acronym <nnnnn> <Acronym> <ERC StG / ERC AG>
2. ERC Panel: <ERC Panel Review number>
3. Administrative Officer (to whom all correspondence shall be addressed, documents must be returned and from whom clarifications on grant preparation forms should be requested):

.....  
European Commission  
DG .....-... ..  
Office ... B - 1049 Brussels  
Tel : 32-2 29..... Fax : 32-2 29..... E-mail : .....

Project Officer (from whom clarifications on the preparation of the Description of Work should be requested, which deem necessary to accommodate the comments of peer-reviewers):

.....  
European Commission  
DG .....-... ..  
Office ... B - 1049 Brussels  
Tel : 32-2 29..... Fax : 32-2 29..... E-mail : .....

### 4. EC financial contribution:

Maximum financial EC contribution <sup>7</sup> ..... **EUR**

[Suggested breakdown of contribution per partner (multi-beneficiary projects only):

..... EUR  
..... EUR]

### 5. Duration of the project <N> **months**

#### 6 Reporting periods

Suggested scientific reporting periods: PA from month 1 to month <X>  
PB from month <X+1> to month <N>

Suggested financial reporting periods: P1 from month 1 to month <x>  
P2 from month <x+1> to month <y>  
P3 from month <y+1> to month <z>  
P4 from month <z+1> to month <t>  
P5 from month <t+1> to month <N>

7. Changes in technical content (please redraft the description of work on the basis of the specifications provided in the *ERC Guidance Notes for preparation of the Grant Agreement*. If applicable, please take into consideration the recommendations contained in the evaluation summary report and the following additional comments): .....

#### 6. Timetable

<date> Deadline for the first version of the description of work (Annex I), the Supplementary Agreement and the GPFs

<date> End of preparation

---

<sup>7</sup> s This is an estimate of the maximum possible funding and does not take into account any possibly required changes (e.g. changes in form of the grant, detailed consequences of any recommended technical adaptations)

## 7.2. Appendix 2 –Ethical issues

[http://ec.europa.eu/research/science-society/page\\_en.cfm?id=3198](http://ec.europa.eu/research/science-society/page_en.cfm?id=3198)

Ethics is important throughout the project lifecycle, from concept to dissemination of results.

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

Ethical issues are to be addressed by project proposals that involve experimentation with humans (including clinical trials), human tissue, the collection or processing of personal information, the development of security technologies that could cause potential loss of privacy or infringement of liberties, experimentation with animals, genetic information etc. Proposals with serious ethical issues together with those that did not address ethical issues adequately will have been identified by the scientific evaluation as needing additional attention by an ethical review panel.

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

The ethical review within FP7 has two important functions:

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

Normally an ethics review will have been carried out and the Ethics Review Report will be available by the time grant agreement preparation begins. However, for some proposals requiring an ethical review this may not be the case. In this event, the co-ordinator should be informed that an ethical review is still in progress and that the outcome of the ethical review will need to be taken into account and may change or may add to the final result of the scientific evaluation.

**If the proposal contravenes the fundamental ethical rules of FP7 and this is unable to be resolved, the project may be stopped at any point in the evaluation/preparation/award procedure<sup>8</sup>.**

---

<sup>8</sup> REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013) – OJ L391 of 30.12.2006.p.1, Article 15.2 COUNCIL REGULATION (EURATOM) No 1908/2006 of 19 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme of the European Atomic Energy Community and for the dissemination of research results (2007-2011), – OJ L400 of 30.12.2006.p.1, Regulation as last amended by Corrigendum OJ L54 of 22.02.2007, p4 - Article 14.2

## **Management**

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

## **Reporting**

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

### **The ethical review report in ERC Grant Agreement preparation**

The ethical review report has three elements that have to be taken into account in the preparation of Annex I to ERC GA.

## **Requirements**

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

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

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

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

## **Recommendations**

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

## **Follow Up**

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

7.3. Appendix 3 – Template for cover page of Annex I

**SEVENTH FRAMEWORK PROGRAMME**

**"Ideas" Specific programme**

**European Research Council**

**Grant agreement for: Starting Grant/Advanced Grant**

<p><i><b>Annex I - "Description of Work"</b></i></p>
--

Project acronym: *(same as proposal acronym)*

Project full title:

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

Date of preparation of Annex I (latest version):

**Principal Investigator:**

**Host Institution**

**[Other beneficiaries (if multibeneficiary contract)]**



## 7.4. Appendix 4 – Subcontracting

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

The ERC Model Grant Agreement indicates that *Beneficiaries* shall ensure that the work to be performed, as identified in Annex I, can be carried out by them. However, where it is necessary to subcontract certain elements of the work to be carried out, this should be clearly identified in Annex I.

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

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

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

The monetary value of the services is normally not sufficient to determine whether these conditions are met. As a general rule, subcontracting does not occur between beneficiaries.

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

Article II.7.2 of ERC GA 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>9</sup>. Many organisations have

---

<sup>9</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 EC contract. However, they should in any case comply with the terms of the GA.

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

At the request of the Commission and especially in the event of an audit, beneficiaries must be able to demonstrate that they have respected the conditions of transparency and equal treatment in selecting

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 framework contracts can be used to carry out tasks necessary for implementing the EC project provided they have been established on the basis of the principles of best value for money and transparency mentioned above.

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

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

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

The beneficiary remains responsible for all its rights and obligations under the ERC Grant Agreement, also for the tasks carried out by a subcontractor. The beneficiary must ensure that the intellectual property that may be generated by a subcontractor reverts to the beneficiary so that it can meet its obligations under the EC Grant Agreement. In addition, the EC Grant Agreement requires that the beneficiary impose a certain number of conditions in its subcontract with the subcontractor, these include aspects relating to audits by the ERC DIS 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 ERC Grant Agreement. A subcontractor has no rights or obligations vis-à-vis the ERC DIS or the other beneficiaries to the EC Grant Agreement as it is a third party. However, as mentioned above, the beneficiary must ensure that the subcontractor can be audited by the ERC DIS or the Court of Auditors.

### **Is a freelance expert a subcontractor or a temporary employee?**

The use of freelance experts either as in-house consultants or as external consultants may be considered to be subcontracts or a form of personnel costs depending on the terms and conditions of the agreement between the expert and the beneficiary. For further explanations see the Guide for ERC Grant Holders and its section dedicated to Financial Issues.

### **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, such as renting a room for a conference, catering for a conference, printing conference materials, etc.

### **Subcontracting certificates**

---

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).

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 ERC 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 ERC GA. A subcontractor is a type of third party, but not the only one. As the implementation of the project is the responsibility of the beneficiary (who **does sign** the ERC GA), as a general rule, the beneficiary should have the capacity to carry out the work by itself. Therefore the rule is that the costs eligible in a project must be incurred by the beneficiary (the signatory to the ERC GA).

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

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

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

These costs may be eligible under certain conditions:

- The third party, the tasks to be performed, and the resources allocated to the project by a third party must be identified during the preparation of the Grant Agreement and mentioned in this 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 will be entitled to charge their costs only in the cases covered by a special clause. It is essential therefore to discuss these cases during the preparation of the Grant Agreement, and if they are accepted, to include the relevant special clause in the grant agreement.

## **7.5. Appendix 5 – ERC Grant Agreement Preparation Forms – GPFs**

*NB: The Grant Agreement Preparation Forms presented in the following pages are for information only. Please do not use these forms to communicate projects details. The forms are to be filled in with the support of a dedicated web-based application. Participants invited to the preparation of the grant agreement shall receive in due time a login and password in order to access the application.*

# Grant Agreement Preparation Forms

European Research Council



EUROPEAN COMMISSION

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

# A1:

Project Number<sup>1</sup>

Project Acronym<sup>2</sup>

## GENERAL INFORMATION

*Project Title*<sup>3</sup>

*Fixed Starting date (if applicable)*<sup>4</sup>

*Duration in months*<sup>5</sup>

*Call (part) identifier*<sup>6</sup>

*Activity code*<sup>7</sup>

*ERC review panel(s) most relevant to your topic*<sup>8</sup>

*Free keywords*<sup>9</sup>

*Abstract*<sup>10</sup> (max. 2,000 char.)

# Grant Agreement Preparation Forms

European Research Council



EUROPEAN COMMISSION

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

# A1.1:

Project Number <sup>1</sup>		Project Acronym <sup>2</sup>	
-----------------------------	--	------------------------------	--



## INFORMATION ON THE PRINCIPAL INVESTIGATOR

Family name		Family Name at Birth	
First Name(s)			
Title <sup>11</sup>		Gender Female(F)/Male(M) <sup>12</sup>	
Nationality		Current Country of Residence	
Date of birth		Country of Residence during the project <sup>13</sup>	
Country of birth		Town of birth	
Type of ID document		ID number	
<b>Contact address (for the duration of the project)</b>			
Department/Faculty/Institute/Laboratory name (if applicable) <sup>14</sup>			
Street name <sup>15</sup>		Number <sup>15</sup>	
Town <sup>15</sup>			
Postal Code <sup>15</sup>		Fax <sup>16</sup>	
Country <sup>17</sup>			
Phone 1 <sup>16</sup>		Phone 2 <sup>16</sup>	
E-mail 1		E-mail 2	

## INFORMATION ON THE ADMINISTRATIVE OFFICIAL OF THE HOST ORGANISATION

*Person in charge of administrative, legal and financial aspects in the host organisation*

Family name			
First Name(s)			
Title <sup>11</sup>		Gender Female(F)/Male(M) <sup>12</sup>	
Position in host organisation			
<b>Contact address</b>			
Department/Faculty/Institute/Laboratory name			
Street name <sup>15</sup>		Number <sup>15</sup>	

# Grant Agreement Preparation Forms

European Research Council



EUROPEAN COMMISSION

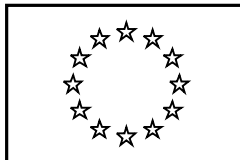
7<sup>th</sup> Framework Programme on  
Research, Technological  
Development and Demonstration

# A1.1:

<i>Town</i> <sup>15</sup>			
<i>Postal Code</i> <sup>15</sup>		<i>Fax</i> <sup>16</sup>	
<i>Country</i> <sup>17</sup>			
<i>Phone 1</i> <sup>16</sup>		<i>Phone 2</i> <sup>16</sup>	
<i>E-mail 1</i>		<i>E-mail 2</i>	

# Grant Agreement Preparation Forms

European Research Council



EUROPEAN COMMISSION

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

# A2.1:

Project Number <sup>1</sup>		Project Acronym <sup>2</sup>		Participant number in this project <sup>18</sup>	
-----------------------------	--	------------------------------	--	--	--

**ONE FORM PER PARTICIPANT<sup>19</sup>**

## LEGAL DATA

If your organisation has already registered for FP7, enter your Participant Identity Code <sup>20</sup>	
Participant Legal name <sup>21</sup>	
Participant Short name <sup>22</sup>	
Status of validation <sup>23</sup>	

Legal address of the participant		
Street name <sup>15</sup>		Number <sup>15</sup>
Town <sup>15</sup>		
Postal Code <sup>15</sup>		
Country <sup>17</sup>		
Internet homepage (optional)		

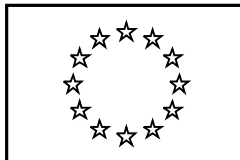
Registration data of the participant	
Legal registration number <sup>24</sup>	
Place of registration <sup>24</sup>	
Date of registration <sup>24</sup>	
VAT Number <sup>25</sup>	
Legal form <sup>26</sup>	

If the legal information is not validated, or it has the status of "validated" but is incorrect, supporting documents will have to be provided to the Commission. Depending on your legal status, legal supporting documents include a "Legal Entities" form and supporting documents (see [http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm))



# Grant Agreement Preparation Forms

European Research Council



EUROPEAN COMMISSION

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

# A2.2:

Project Number <sup>1</sup>		Project Acronym <sup>2</sup>		Participant number in this project <sup>18</sup>	
-----------------------------	--	------------------------------	--	--	--

**ONE FORM PER PARTICIPANT<sup>19</sup>**

**STATUS OF YOUR ORGANISATION**

Certain types of organisations benefit from special conditions under FP7 participation rules.

If you are one of these, please tick the appropriate box(es) below.

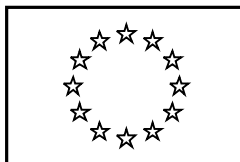
Your organisation is:

<input type="checkbox"/>	Natural person <sup>27</sup>		
<input type="checkbox"/>	Public body <sup>28</sup>		
<input type="checkbox"/>	• Non profit public body <sup>29</sup>		
<input type="checkbox"/>	• Profit public body <sup>30</sup>		
<input type="checkbox"/>	• International organisation of European interest <sup>31</sup>		
<input type="checkbox"/>	• International organisation – other <sup>32</sup>		
<input type="checkbox"/>	Secondary and higher education establishment <sup>33</sup>		
<input type="checkbox"/>	Non-Profit Research organisation <sup>34</sup>		
<input type="checkbox"/>	Enterprise <sup>35</sup>		
<input type="checkbox"/>	• SME <sup>36</sup>		
<input type="checkbox"/>	• Non-SME <sup>37</sup>		
<input type="checkbox"/>	None of the	Please specify	

**The validation procedure of the SME status is still pending, and this form A2.2 might need to be revised subsequently.**

# Grant Agreement Preparation Forms

European Research Council



EUROPEAN COMMISSION

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

# A2.3:

Project Number <sup>1</sup>		Project Acronym <sup>2</sup>		Participant number in this project <sup>18</sup>	
-----------------------------	--	------------------------------	--	--	--

**ONE FORM PER PARTICIPANT<sup>19</sup>**

**AUTHORISED REPRESENTATIVES FOR THIS PROJECT**

Authorised representative to sign the grant agreement or to commit the organisation for this project					
Family name		First name(s)			
Title <sup>11</sup>		Gender <sup>12</sup> (Female – F / Male – M)			
Position in the organisation <sup>38</sup>					
Department/Faculty/Institute/Laboratory name/ ...					
Address (if different from the legal address) <sup>12</sup>					
Street name <sup>15</sup>			Number <sup>15</sup>		
Town <sup>15</sup>					
Postal Code <sup>15</sup>					
Country <sup>17</sup>					
Phone 1 <sup>16</sup>		Phone 2 <sup>16</sup>			
E-mail		Fax <sup>16</sup>			

Alternative authorised representative to sign the grant agreement or to commit the organisation for this project					
Family name		First name(s)			
Title <sup>11</sup>		Gender <sup>12</sup> (Female – F / Male – M)			
Position in the organisation <sup>38</sup>					
Department/Faculty/Institute/Laboratory name/ ...					
Address (if different from the legal address) <sup>12</sup>					
Street name <sup>15</sup>			Number <sup>15</sup>		
Town <sup>15</sup>					
Postal Code <sup>15</sup>					
Country <sup>17</sup>					
Phone 1 <sup>16</sup>		Phone 2 <sup>16</sup>			
E-mail		Fax <sup>16</sup>			

# Grant Agreement Preparation Forms

European Research Council



EUROPEAN COMMISSION

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

# A2.4:

Project Number <sup>1</sup>		Project Acronym <sup>2</sup>		Participant number in this project <sup>18</sup>	
-----------------------------	--	------------------------------	--	--	--

ONE FORM PER PARTICIPANT <sup>19</sup>

## Certified Declaration on Our Commitment

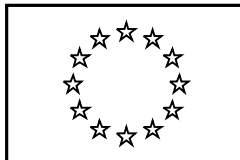
1- As an authorised representative to sign the grant agreement or to commit the abovementioned organisation, I am fully aware that a grant agreement may not be awarded to an applicant who is, at the time of a grant award procedure, in one of the situations referred to in Articles 93(1), 94 and 96(2)(a)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

As a consequence, I certify that:

- In compliance with article 93(1) of the abovementioned Regulation, none of the following cases apply to our organisation:
  - a) it is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - b) it has been convicted of an offence concerning its professional conduct by a judgment which has the force of *res judicata*;
  - c) it has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
  - d) it has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
  - e) it has been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
  - f) it is currently subject to an administrative penalty referred to in Article 96(1) of the above-mentioned regulation.
  
- In compliance with article 94 of the abovementioned Regulation, and as far as the current grant award procedure is concerned, our organisation:
  - g) is not subject to a conflict of interest;
  - h) has not made false declarations in supplying the information required by the Commission as a condition of participation in the grant award procedure or does not fail to supply this information;
  - i) is not in one of the situations of exclusion, referred to in the abovementioned points a) to f).

# Grant Agreement Preparation Forms

European Research Council



EUROPEAN COMMISSION

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

## A2.4:

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

- is committed to participate in the abovementioned project;
- has stable and sufficient sources of funding to maintain its activity throughout its participation in the abovementioned project and to provide any counterpart funding necessary;
- has or will have the necessary resources as and when needed to carry out its involvement in the abovementioned project.

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

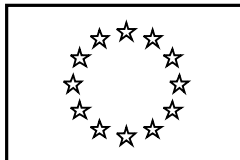
4- Our organisation is fully aware that the Commission may impose administrative or financial penalties on legal entities who are guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the grant award procedure or fail to supply this information;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

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

<i>Participant Legal Name</i> <sup>21</sup>			
<i>Family name of authorised representative</i>		<i>First Name(s)</i>	
<i>Date DD/MM/YYYY</i>	<i>Signature of the authorised representative to sign the grant agreement or to commit the organisation</i> <sup>39</sup>		
<i>Family name of alternative authorised representative</i>		<i>First Name(s)</i>	
<i>Date DD/MM/YYYY</i>	<i>Signature of the alternative authorised representative to sign the grant agreement or to commit the organisation</i> <sup>39</sup>		

# Grant Agreement Preparation Forms

European Research Council



EUROPEAN COMMISSION

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

# A2.5:

Project Number <sup>1</sup>		Project Acronym <sup>2</sup>		Participant number in this project <sup>18</sup>	
-----------------------------	--	------------------------------	--	--	--

**SIGNED ONLY BY THE HOST ORGANISATION – PARTICIPANT N° 1**

## Certified Declaration on Data Protection by the Host Organisation

"All personal data contained and related to the Grant Agreement (such as names, addresses, CVs, etc.) will be processed in accordance with Regulation (EC) No. 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (Official Journal L 8, 12.01.2001). Such data will be processed solely in connection with the implementation and follow-up of the Grant Agreement and the evaluation and impact assessment of Community activities, including the use and dissemination of foreground, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with Community legislation and this Grant Agreement.

Principal Investigator, team members and beneficiaries/participants may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They should address any questions regarding the processing of their personal data to the Controller/s. They may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

For the purposes of this project, the Controller/s identified in Article 8.4 of the Grant Agreement shall be the contact/s for the Commission/ERC DIS (European Research Council Dedicated Implementation Structure).

Any sensitive information or material used as background or produced as foreground in this project is covered by a Security Aspect Letter<sup>40</sup> (SAL) which is provided. If sensitive information or material is found to be required at a later stage of the project, amendment to the Grant Agreement will be requested and a SAL will be provided.

I also certify that our legal entity is committed to act as the Principal Beneficiary of this project."

Participant Legal Name <sup>21</sup>			
Family name of authorised representative		First Name(s)	
Date DD/MM/YYYY	Signature of the authorised representative to sign the grant agreement or to commit the organisation <sup>39</sup>		
Family name of alternative authorised representative		First Name(s)	
Date DD/MM/YYYY	Signature of the alternative authorised representative to sign the grant agreement or to commit the organisation <sup>39</sup>		



# Grant Agreement Preparation Forms

European Research Council



EUROPEAN COMMISSION  
7<sup>th</sup> Framework Programme on  
Research, Technological  
Development and Demonstration

# A4:

Project Number <sup>1</sup>		Project Acronym <sup>2</sup>	
-----------------------------	--	------------------------------	--

## HOST ORGANISATION BANKING INFORMATION

Account name <sup>43</sup>			
Full address of account			
PO Box <sup>15</sup>		Postal Code <sup>15</sup>	
Street name and number <sup>15</sup>			
Town		Country <sup>17</sup>	
Contact person for the account			
Name		First name(s)	
Phone <sup>16</sup>		Fax <sup>16</sup>	
e-mail			

Bank name	
Branch address (full address – PO box not accepted)	
Postal Code <sup>15</sup>	
Street name and number <sup>15</sup>	
Town	Country <sup>17</sup>

<b>Details of bank account</b>	
IBAN <sup>44</sup>	<input type="text"/>
or	
ACCOUNT NUMBER	<input type="text"/>

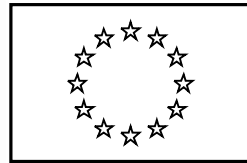
Remarks:	
----------	--

We certify that above information declared is complete and true.

<b>BANK STAMP + SIGNATURE BANK REPRESENTATIVE<sup>45</sup></b> (both obligatory)	<b>DATE + SIGNATURE ACCOUNT HOLDER</b> (Obligatory)
<input type="text"/>	<input type="text"/>

# Grant Agreement Preparation Forms

European Research Council



EUROPEAN COMMISSION

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

# A5:

Project Number <sup>1</sup>		Project Acronym <sup>2</sup>	
-----------------------------	--	------------------------------	--

## PROJECT REPORTING PERIODS

Scientific Periods	From month	To month (incl.)
PA		
PB		
..		
[final]		

Financial Management Periods	From month	To month (incl.)	Total estimated eligible costs (in €)	Total requested community contribution (in €)
P1				
P2				
..				
[final]				



---

## **1 Project Number** \_

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

## **2 Project acronym** \_

Use the project acronym as indicated in the submitted proposal. It cannot be changed, unless agreed during the negotiations. The same acronym **should appear on each page of the grant agreement preparation documents** to prevent errors during its handling.

## **3 Project Title** \_

Use the title (*preferably no longer than 200 characters*) as indicated in the submitted proposal. Minor corrections are possible if agreed upon during the negotiations.

## **4 Starting date** \_

Unless a specific (*fixed*) starting date is duly justified and agreed upon during the negotiation, the ERC project will start on the first day of the month following the entry into force of the Grant Agreement (NB: entry into force = signature by the Commission). Please note that if a fixed starting date is used, you will be required to provide a detailed justification on a separate note.

## **5 Duration** \_

Insert the duration of the project in full months.

## **6 Call (part) identifier** \_

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

## **7 Activity code** \_

Select the activity code from the drop-down menu.

## **8 ERC review panels** \_

Identify the ERC review panel(s) if different from your selection when submitting your proposal.

## **9 Free keywords** \_

Use the free keywords from your original proposal; changes and additions are possible.

---

## **10 Abstract** -

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

## **11 Title** -

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

## **12 Gender** -

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

## **13 Country of residence during the project** -

Indicate the country of residence for the principal investigator (PI) during the project, by selection from the drop-down menu.

## **14 Work Address** -

If applicable, use the name of the host organisation, department/faculty/institute/laboratory you can be reached for the duration of the project. Otherwise, leave this field empty and provide your private address in the following street/town/etc. fields.

## **15 Address data** -

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

## **16 Phone and fax numbers** -

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

## **17 Country** -

The name of the country by selection from the drop-down menu.

## **18 Participant number** -

---

The Host Organisation is always participant number one. Consequent numbers can be issued to other participants of this project.

### **19 Participant\_**

In Grant Agreements with multiple participants, one form must be completed for each participant

### **20 Participant identity code \_**

To be completed when Unique Registration Facility will be operational.

### **21 Participant legal name \_**

Official name of participant organisation (e.g. *for host organisation or other participants*). If applicable, name under which the participant is registered in the official trade registers.

### **22 Participant short name –**

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

### **23 Status of validation \_**

If the "Status of validation" field is shown as "VALIDATED", this means the data in form A2.1 has been validated by the Commission.

If this field is shown as "VALIDATED" but the information in form 2.1 is incorrect, you should provide to the Commission a recent "Legal Entities" form (not older than 6 months) and supporting legal documents (see [http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)).

If the field is shown as "VALIDATED" but it refers to another legal entity and has no relation to your organisation you should contact the Project Officer assigned to your project.

If the "Status of validation" field is shown as "NOT VALIDATED", you should provide the Commission a recent "Legal Entities" form (not older than 6 months) and supporting legal documents (see [http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)).

### **24 Legal registration number, place and date of registration**

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

### **25 VAT number**

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

---

## **26 Legal form**

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

## **27 Natural person**

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

## **28 Public body**

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

## **29 Non profit public body**

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

## **30 Profit public body**

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

## **31 International organisation of European interest**

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

## **32 International organisation – other**

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

## **33 Secondary and higher education establishment**

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

## **34 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.

## **35 Enterprise**

---

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

### **36 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](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

Please note that some additional requirements have to be fulfilled (see [http://ec.europa.eu/enterprise/enterprise\\_policy/sme\\_definition/index\\_en.htm](http://ec.europa.eu/enterprise/enterprise_policy/sme_definition/index_en.htm)).

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

- (a) employees;
- (b) persons working for the enterprise being subordinated to it and deemed to be employees under national law;
- (c) owner-managers;
- (d) 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.

---

**37 Non-SME**

An enterprise that is not an SME.

**38 Position –**

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

**39 Signature**

The A2.4 and A2.5 forms need to be signed by at least one of the authorised representatives indicated in the A2.3 form.

**40 SAL \_**

See Appendix 4 of the Negotiation Guidance notes.

**41 ICPC \_**

If you are participating from an International Cooperation Partner Country (ICPC), you can opt for lump sum funding instead of reimbursement of eligible costs. This is available only for organisations in multi-beneficiary contracts, but not for the principal beneficiary.

**42 Subcontracting\_**

Costs include subcontracting and cost of resources made available by third parties which are not used on the premises of the beneficiary

**43 Account name**

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

**44 IBAN**

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

**45 Bank stamp + signature bank representative**

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