



European Research Council

Guidance Notes for preparing the Grant Agreement

ERC Grant Schemes (Starting Grant – Advanced Grant)

September 2010

The Guide is published by the ERC on <http://erc.europa.eu>

It can also be downloaded from the CORDIS page on <http://cordis.europa.eu>)

This guidance¹ 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.

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



EUROPEAN RESEARCH COUNCIL
EXECUTIVE AGENCY
FP7 Specific Programme IDEAS



SUMMARY OF CHANGES COMPARED TO THE JULY 2008 VERSION:

The following important changes have been introduced in the present version of the Guidance notes for preparing the Grant Agreement:

2.2 Online tool: NEF

NEF is available only via the Participant Portal. Access to the project in the NEF system will be given to the contact person of the Host Institution confirmed in the Acknowledgement of Receipt of the invitation letter.

3.1. Interest yielding bank account

The prefinancing will remain the property of the Union until the end of the project. In order to ensure a sound management of the funds of the Union, the prefinancing should be kept on an interest yielding bank account.

A non-interest bearing bank account will be accepted ONLY if due to national legislation exoneration has been awarded by DG RTD's services:

e-mail: REA-URF-VALIDATION@ec.europa.eu

3.1. The Grant Agreement Preparation Forms (GPFs)

After checking and validating the data, the responsible "Administrative Officer" at the ERCEA will prepare the draft GPFs and send it as a pdf file to the Host Institution/Principal Investigator for confirmation that its content is correct. The reception of the confirmation by e-mail will initiate the procedure for preparing the draft grant agreement.

3.1 The Supplementary Agreement (SA)

The copy of the signed SA sent along with the signed grant agreement must be dated (along with signatures)

4.1 Signature of Grant Agreement

Upon receipt of the draft grant agreement, the Authorised Representative of the Host Institution (named in the GPF) will sign the grant agreement; the GPF and the Supplementary Agreement (if already not signed).

The Host Institution will send **two original** copies of the signed Grant Agreement; **one original** of the signed GPF and a copy of the signed and dated Supplementary Agreement.

6.4.2 Specific Adjustments in the Description of Work

The budget table of the DoW follows the structure of the budget in accordance with the Guide for Applicants. The difference in the budget structure for the DoW is that it provides the financial scheduling according to 18 month periods and not on an annual basis.

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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 organized under the “Ideas Specific Programme” of the 7th Framework Programme of the European Union (“the Union”)².

Due to the particularities of the “Ideas Specific Programme” this preparation process is intended to be mainly administrative with the understanding that usually only those proposals that require little or no adjustments to their substance are funded. All correspondence should be addressed to the official called “Administrative Officer” (named in the invitation letter), including the cases when modifications of the content of the project (Description of Work – see appendix 4) have been introduced.

This document outlines the essentials of the ERC Grant Agreement preparation process set up by the European Research Council Executive Agency (ERCEA).

Definition of terms

The European Research Council (ERC) is established by the European Commission² to implement the Specific Programme “Ideas” of the Seventh Framework Programme for research, technological development and demonstration (*“Ideas Specific Programme”*)³. The ERC consists of the ERC-Scientific Council and the ERCEA; 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”⁴.

2. INVITATION TO PREPARE THE GRANT AGREEMENT

Following the positive peer review evaluation of a proposal, including fixing of the maximum financial contribution of the Union for the work, the Principal Investigator (PI) is invited by electronic mail from the ERCEA to commence the preparation for a Grant Agreement. A copy of this invitation is addressed to the Host Institution. It is requested to acknowledge receipt of this invitation message by return e-mail together with a confirmation of the correct details of the contact person of the Host Institution.

2.1. Letter of invitation

The letter of invitation provides details on elements that need to be addressed during the preparation of the Grant Agreement (the layout of a Grant Agreement's specific conditions can be found in Appendix 1).

Proposals that have undergone an ethical review also receive an Ethical Review Report (for

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

² OJ L57, 24.02.2007, p.14.

³ OJ L400, 30.12.2006, p. 243 corrigendum published in OJ L 54, 22.2.2007, p. 81.

⁴ OJ L391, 30.12.2006, p.1.

more details on ethical issues please refer to Appendix 2).

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 the Description of Work (future Annex I of the ERC Grant Agreement (GA)) and the ERC Grant Agreement Preparation Forms (GPFs) including all supporting documents.
- The date by which the preparation of the ERC Grant Agreement is expected to be completed.

The letter of invitation also points to web addresses for:

- These Guidance Notes
- The ERC Model Grant Agreement and its annexes and any special conditions that could apply <http://erc.europa.eu/index.cfm?fuseaction=page.display&topicID=125>
- The Guide for ERC Grant Holders
<http://erc.europa.eu/index.cfm?fuseaction=page.display&topicID=23>
- 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
- The template for the Supplementary Agreement for ERC projects
<http://erc.europa.eu/index.cfm?fuseaction=page.display&topicID=23>
- The Guide to Intellectual Property Rules for FP7 projects
ftp://ftp.cordis.europa.eu/pub/fp7/docs/ipr_en.pdf
- For proposals using or generating "Classified information", the beneficiary is invited to refer to appendix 4 of the Standard FP7 Negotiation Guidelines for further details on the procedures to be applied: http://cordis.europa.eu/fp7/find-doc_en.html

2.2. Online tool NEF

NEF is an online module accessible via the Participant Portal <http://ec.europa.eu/research/participants/portal> which allows beneficiaries to enter administrative data required by the ERC in the context of the grant agreement preparation.

NEF must be used during the Grant preparation process to encode data of beneficiaries involved in projects such as contact persons, authorised representatives, budget, reporting periods and bank account information. Once finalised this data will be used to produce the Grant Preparation Forms (GPF's).

The contact person of the Host Institution receives an automatic notification from NEF as soon as the ERC opens a new session. Upon reception of this message, NEF is accessible to the contact person via the Participant Portal.

To log-in to the Participant Portal users need an ECAS account **based on the same e-mail address as the one that was given during the proposal submission**. The administrative officer in the ERCEA should be contacted if at any time during the grant preparation process there is a change in the contact person's email address. After obtaining an ECAS account, the Host Institution will be able to access NEF as long as there is a grant preparation session open. In the case no session is open, it will only be possible to view the previous data under the 'My projects' section in the Portal but not make any changes.

The contact person of the Host Institution, must provide the requested data via NEF once access to a NEF session is granted by the ERCEA. The contact person of the Host Institution is also responsible for submitting the NEF session on behalf of the beneficiary(ies), thereby notifying the ERC that the NEF data is complete.

The ERCEA assesses and gives its comments on the data completed. Several NEF sessions may be opened and information exchanged in an interactive process until the ERCEA approves the final complete and valid set of data.

Once all the data has been completed via NEF and confirmation has been received from the Host Institution that all the data is correct, the GPF is produced in the form of a .pdf document by the administrative officer. This GPF will need to be signed by the authorised representative of the Host Institution at a later stage together with the Grant Agreement.

2.3. The beneficiary (Host Institution)

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

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 the contact person to carry out the actions required of the principal beneficiary. The contact person of the principal beneficiary is responsible for all contacts between the beneficiaries and the ERCEA. The choice of the contact person 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 of the Annex II to the ERC Model Grant Agreement.

2.4. Support during the preparation of the Grant Agreement

The letter of invitation specifies the name and contact details of the official (Administrative Officer) in charge of the preparation of the ERC Grant Agreement. This Administrative Officer will be able to assist with specific questions related to 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 self-registration tool, "Unique Registration Facility", has been created for all activities of the 7th Framework Programme and a Participant Identity Code (PIC) is attributed to each Beneficiary. A Central Validation Team (CVT) has been appointed to validate the legal existence and status on the basis of supporting documents.

Any request for change in the legal data must be made by the Legal Entity Appointed Representative (LEAR) appointed by each legal entity participating in Framework Programme 7 to represent the entity and manage its legal information stored in a central database. The LEAR has online access, via the "My organizations" tab under the Participant Portal (accessible at the following address: <http://ec.europa.eu/research/participants/portal> to the data stored for the Host Institution and can initiate change requests if necessary. The instructions for appointing LEARs are available at http://cordis.europa.eu/fp7/pp-lear_en.html

2.5. The ERC Model Grant Agreement and the Guide for ERC Grant Holders

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 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 signifies the specific ERC Model Grant Agreement, unless otherwise stated.

Likewise, a specific Guide for ERC Grant Holders is available. It differs from the standard FP7 Guides. It comprises two parts: an introduction (part I) and a reference manual for financial aspects and reporting (part II).

These documents are available at
<http://erc.europa.eu/index.cfm?fuseaction=page.display&topicID=23>,

2.6. 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. This document is intended to act as a guide to the various issues and pitfalls that participants may encounter.

The IPR-Helpdesk is available to assist potential and current beneficiaries taking part in projects funded by the Union, 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

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 clarify 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: technical (scientific) preparation and 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 (DoW, Annex I to the future 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 the proposal, taking into account the comments made by the peer reviewers which are communicated in the Evaluation Report.

Likewise, applicants (or the contact person of the HI) 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 Description of Work (Annex I of the future ERC Grant Agreement)

Annex I to the ERC GA is the reference document for the work to be executed during the lifetime of the project. It is an essential 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 (see Appendix 4 for details).

The first draft of DoW is submitted by the Principal Investigator or the Host Institution within the deadline and to the address indicated in the letter of invitation. Upon receipt, the ERCEA will indicate changes or improvements needed in an interactive process until agreement is reached. The entire process should be concluded before the deadline indicated in the invitation.

The Statement on the Changes

During the preparation of the DoW it might be necessary to introduce some changes regarding scientific execution of the project because of comments made by the Evaluation Panel (see Evaluation Report).

Any change(s) (whether related to the comments of the Evaluation panel or not) must be described clearly in the Statement of Changes to be submitted by the Principal Investigator.

Any Substantial change(s) will be assessed by the ERCEA, if needed with expert assistance. Undeclared substantial changes may lead to a situation where the granting process may be suspended and after further scrutiny, may be terminated.

If no changes were made compared to the original proposal, the Principal Investigator must declare this clearly in this statement.

The Supplementary Agreement (SA)

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 SA is mandatory for all ERC projects.

In the first phase, when all documents are sent to the ERCEA answering the invitation letter, i.e. sending all requested documents, an electronic copy of the draft SA shall be forwarded to the ERCEA.

In the event that subsequent to the sending of the draft SA revisions are made, a new draft should be sent to the administrative officer highlighting the changes.

The beneficiary shall provide the ERCEA with a copy of the signed and dated Supplementary Agreement only at a later stage, together with the signed Grant Agreement.

A template with the minimum requirements for the Supplementary Agreement is provided at the following address:

<http://erc.europa.eu/index.cfm?fuseaction=page.display&topicID=23>

The Statement on the interest yielding nature of the bank account

The beneficiary is invited to provide the details of the bank account and to confirm that this bank account is an interest-yielding one by means of a self declaration.

This statement (self declaration) shall be signed by an authorised representative of the account holder and sent to the ERCEA electronically as a scanned document.

A non-interest bearing bank account will be accepted ONLY if due to national legislation exoneration has been awarded by DG RTD. Such an exoneration will be assessed on a case by case basis and the request (accompanied by supporting documentation) must be sent to REA-URF-VALIDATION@ec.europa.eu

Banking information

In case the proposed bank account is not yet validated in the Commission's accounting system and upon request of the Administrative Officer:

- the beneficiary shall provide a duly filled in financial identification form. A template of the form is available in NEF online tool via http://ec.europa.eu/budget/info_contract/ftiers_en.htm
- This form must be signed/stamped by an authorised representative of the account holder and the bank. The signed original shall be sent by mail, but a scan of the signed document shall also be sent electronically, as an advance copy.

Copy of Principal Investigator's passport

A copy of the PI's passport or ID card or any identity document recognized by the national authorities shall be provided.

NB: Principal Investigators who were interviewed during the evaluations of the proposal, e.g. in case of a StG call, and who already provided a copy of their identity document, are not required to provide further copies at the preparation stage, unless the identity document has been modified or renewed.

Proof of residence in a Member State or Associated Country

A proof of residence will be requested as necessary from Principal Investigators in order to document the fact that the project is principally carried out in a Member State or an Associated Country. This document may be either an identity document, a copy of a utility

bill or a self-declaration. (http://ec.europa.eu/budget/execution/legal_entities_en.htm.)

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, consequently information provided in the proposal is directly transferred into the GPFs.

The Grant Agreement Preparation Forms are generated via the NEF online tool. The contact person of the Host Institution will receive an email informing her/him that the access to the NEF tool has been opened.

The paper version in Appendix 6 of these Guidance Notes (including a full set of explanatory notes) has been included only for information; the actual layout in the IT tool may be different. The use of the IT tool for completing the GPFs is mandatory. It allows the Principal Investigator / Host Institution to establish a complete set of GPFs and to submit it to the ERCEA. 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/signed 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 GPFs 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 the contribution of the Union. The forms also include a standard declaration to be signed by each participating organization in case of a multi-beneficiary project.

Certain details, principally forms A1 and A2, are used to generate a Project Fact Sheet. The GPFs may also be used as a reference base by the ERCEA when receiving financial statements during the lifetime of the project.

Whilst the GPFs are not part of the ERC Grant Agreement, they are the basis for preparing the grant and hence it is essential that the information in the forms is correct and mirrors exactly the information in the DoW.

After checking and validating the data, the responsible "Administrative Officer" at the ERCEA will prepare a draft version of the Grant Agreement Preparation Forms (GPFs) and send it as a .pdf file to the Host Institution/Principal Investigator for approval. The Host Institution is then invited to confirm by return e-mail that the content of this final version of the GPFs is correct. The reception of this confirmation will initiate the procedure for preparing the draft grant agreement.

At a later stage, the beneficiary shall provide the ERCEA with a copy of the signed original GPF's, together with the signed Grant Agreement and a copy of the signed/dated Supplementary Agreement.

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 as mentioned in point 2.4, "Support during the preparation of the Grant Agreement". In such

cases, the verification will be handled by the Central Validation Team.

In addition, non-public Host Institutions which are not higher education institutions have to provide copies of certified profit and loss account and balance sheet corresponding to the last two financial years for financial viability checking. The same applies to any other beneficiary requesting more than EUR 500,000 contribution of the Union in a multi-beneficiary project.

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

Where paper copies are requested, as is the case 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.

This part of the preparation is intended to be mainly handled by the Principal Investigator.

During this part of the preparation process:

- The Description of Work – which is based on the proposal - may need to be adapted to meet the recommendations of the evaluation, as described in the Evaluation Report.
- The work to be carried out by the Host Institution, (or by each of the beneficiaries, in case of 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. The standard reporting scheme for the IDEAS Programme consist of 2 types of reports:
 1. Scientific report at mid-term and the final scientific report at the end of the project.
 2. Financial reports (after each financial periods, i.e. 18 months)

3.3. Financial and legal preparation

Financial preparation shall 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.

This part of the preparation is intended to be mainly handled by the administration of the Host Institution. If this is not the case, the Host Institution is expected to provide all necessary and extensive administrative support to the Principal Investigator in handling this matter.

During this part of the preparation process:

- The 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 financial contribution of the Union per categories (personnel, equipment, consumables, travel, publication costs, subcontracting) will be established. For durable equipment, only the proportional depreciation costs per reporting period can be charged.
- 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) start 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 (entry into force = signature by the ERCEA).

A fixed start date later than 6 months following the receipt of the invitation letter will be considered only if it is justified by specific scientific reasons or by special personal circumstances (e.g. maternity leave).

NB: The Model Grant Agreement also foresees a third option for the start date (operational start date notified by the beneficiary) but this option will not be used for ERC projects for the sake of simplification of the granting process. Beneficiaries are advised not to consider this option.

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 scientific justification for the request should be made in writing to the Administrative Officer prior to the finalisation of Annex I to the ERC GA and of the GPFs. The ERCEA may refuse this request if no sufficient and acceptable justification is provided.

In any case, projects shall always start on the 1st calendar day of the month and no other date will be considered (e.g. 15th of a specific month).

- 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.

It is to be noted that the financial reporting periods usually do not coincide with the scientific reporting periods.

- Any subcontracting or third-party issues will be clarified (for more details on subcontracting please refer to Appendix 5).
- 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 a contribution of the Union 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 details of the bank account on which the prefinancing shall be installed.

This **prefinancing** will **remain the property of the Union** until the end of the project and therefore, in order to ensure a sound management of the funds of the Union, **this bank account shall yield interests**. 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/euraxess/links/careers_en.htm

3.4. 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 ERCEA 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 ERCEA may terminate the preparation of the Grant Agreement.

The ERCEA 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 conclusion of the Grant Agreement. If preparation of the Grant Agreement is not completed within the given time limit, the ERCEA may terminate the preparation, consequently the project would not be funded.

4. COMPLETION OF THE 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 Administrative Officer indicated in the invitation letter.

When all the necessary legal and financial information required has been received and validated by the ERCEA, the 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 - on behalf of its organization- two originals of the Grant Agreement and one original of the GPF and returns them to the ERCEA. The ERCEA will sign the Grant Agreement after completion of all its internal procedures and will return one duly signed original copy of the Grant Agreement 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 ERCEA, 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 ERCEA; either by reallocating the work of the missing beneficiary among them or by the accession to the Grant Agreement of a new beneficiary. The ERCEA 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, as it has been agreed during the preparatory phase.

Costs can be incurred from the start date of the project but not before (with the exception of a mutually agreed early start date justified by exceptional scientific reasons).

4.3. Pre-financing

Once the Grant Agreement is in force, the ERCEA 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 financial reporting periods, the prefinancing amount could be around 160% of the average funding per financial reporting period (Average = total contribution of the Union / number of financial reporting periods).

The pre-financing amount specified in the Grant Agreement includes the beneficiaries' contribution to the Participants' Guarantee Fund (PGF) – please refer to point 4.4. This represents 5% of the requested total contribution of the Union. This amount is deducted from the pre-financing and it is transferred directly to the Participants' Guarantee Fund by the ERCEA.

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 Union 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 Union 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, the ERCEA and participants, by reducing time to signature to the grant agreement and paperwork and allow small actors such as SMEs to accede funding of the Union 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 ERCEA will deduct the relevant PGF contribution and transfer it to the holding bank.

This deduction will be equal to 5% of the total financial contribution of the Union 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 ERCEA 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.

4.5 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 ERCEA 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, funding of the Union etc. It also includes contact details for the Principal Investigator subject to his consent.

As this Project Fact Sheet is prepared by the ERCEA, no additional input is required from the project participants, though by arrangement with the Project Officer the participants 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 ERCEA.

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 ERCEA may conduct reviews of project progress with the assistance of independent experts (peer reviews). These are used by the ERCEA to assess the project's progress and to decide if financial support of the Union for the project should be continued. In the event of a negative outcome of a review, the ERCEA may decide to suspend the project - pending corrective action, or to terminate the Grant Agreement.

The review may also lead the beneficiary, or the ERCEA, 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 ERCEA.

5. 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 ERCEA 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 financial contribution of the Union and related interests are identified.

Legal establishment prerequisite for Grant Agreement: The ERCEA 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 to the Host Institution as a consequence of events which have occurred since he/she prepared the original proposal. Changes may also be required as a consequence of the evaluation results. 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 ERCEA 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 ERCEA funding offer may change but can never 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.

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 ERCEA 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 ERCEA, 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 ERCEA 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 (namely in case of a late start date).

Amendments: The ERCEA will examine requests for amendments to the DoW (Annex I of the Grant Agreement), with the possible assistance of external experts, e.g. in the case of significant changes. Such requests for amendments should not change the essential character of the project or have the purpose or the effect of making changes to the agreement which might call into question the award decision. Changes to the technical content of the work (which are assessed to be substantial) require the prior approval of the ERCEA. 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 and the ERCEA 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 intend 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/ERCEA 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.

Travel costs: Reimbursement of travel costs for experts who are not members of the research team of the Grant Agreement shall follow the requirements for direct costs as listed in the Grant Agreement, such as: they are consistent with the usual accounting and management principles of the Host Institution, they are reasonable and comply with the principles of sound financial management, they are recorded in the accounts of the Host Institution and can be appropriately substantiated and there is a direct link to the project (i.e. added value from the expert's participation).

The Description of Work (Annex I of Grant Agreement) should include the following:

- i. Description of the role/ justification for involvement of the external experts
- ii. Reference to the fact that the participation of the expert(s) is on a one-off basis (i.e. not recurrent)

The Budget for this purpose must be clearly distinguished in a budgetline **"Other costs/ Visiting experts"**

Activities not carried out on the premises of the Host Institution: In case an activity is not carried out on the premises of the HI, but on the premises of another entity (e.g. another university, research laboratory, care taking facility etc.) and in case the costs for using the facilities of this other entity would be claimed for reimbursement, no overhead can be charged on these items.

In accordance with article II.15, 2. "costs of resources made available by third parties which are not used on the premises of the Beneficiary" will be deducted from the calculation of the 20% flat rate overhead costs. As a result of this, such items must appear in the budgetline of "subcontracting".

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 ERCEA 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 ERCEA may stop preparation of the Grant Agreement or later terminate the grant agreement, unless the other beneficiaries propose and the ERCEA accepts an alternative solution.

Conflicts between beneficiaries: 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 ERCEA may decide to intervene and consider the termination of the preparation.

6. APPENDICES

6.1. Appendix 1 – Layout of Grant Agreement specific conditions

1. Proposal No and Acronym <nnnnnn> <Acronym> <ERC StG / ERC AdG>
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):

ERC Executive Agency
.....
Office ... B - 1049 Brussels
Tel : 32-2 29..... Fax : 32-2 29..... E-mail :

4. Financial contribution of the Union:

Maximum financial contribution of the Union **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 <middle of project duration>
PB from month <middle of project duration+1> to month <N>
Suggested financial reporting periods: P1 from month 1 to month <18>
P2 from month <19> to month <36=y>
P3 from month <y+1> to month <z>
P4 from month <z+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

6.2. Appendix 2 –Ethical issues

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

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

Should a project be subject to ethical review, grant agreement preparation can not be concluded without having finalised the ethical assessment of the ethical documents to be submitted by the Principal Investigator.

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 procedure⁵.

⁵ 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 ERCEA 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.

6.3. Appendix 3 – Template for cover page of Annex I: Description of Work (DoW)

SEVENTH FRAMEWORK PROGRAMME

"Ideas" Specific programme

European Research Council

Grant agreement for: Starting Grant/Advanced Grant

Annex I - “Description of Work”

Project acronym: *(same as proposal acronym)*

Project full title:

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

Duration: [...] months

Date of preparation of Annex I (latest version):

Principal Investigator:

Host Institution

[Other beneficiaries (if multibeneficiary contract)]

6.4. Appendix 4 – Content of Annex I : Description of Work (DoW)

Each part of Annex I is based on the corresponding part of the proposal.

However, during the preparation stage some 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.

6.4.1 General Adjustments in the Description of Work

In case the peer-reviewers did not suggest modifications, the text of the proposal can be simply transposed into the DoW.

From practical point of view the preparation of the Description of Work will cover the following steps:

* The core parts of the original text of the proposal are merged into one single document: B section 1(B1) (covering the CV, the experience of the PI without the extended project synopsis) and part B section 2 (B2) (scientific proposal).

Please update the information given in part (B1) (information on the PI) of your proposal if necessary. The update might be particularly needed for the Funding ID to highlight that no financial overlap will occur (see point 6.4.2.)

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

* The Cover page and the Table of Contents (see template in Appendix 3) are added.

* Two tables that are sent with the Invitation letter are inserted into "Section 2, c Resources" (Budget Breakdown and Table on Resource Allocation). Further detail can be added on the financial allocations.

6.4.2 Specific Adjustments in the Description of Work

SECTION 1A: The principal Investigator

Section 1A is based on part (B1) of the proposal.

Extended synopsis

The extended synopsis Part B section 1(d) should be deleted, since Part B section 2 (scientific proposal) will become integral part of the Description of Work.

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 organization responsible
- Your participation in it (e.g. Principal Investigator, co-investigator, etc.)
- Size and duration of the funding.

If there is any possibility for a scientific overlap with these funds, please make sure that no financial overlap occurs during the implementation of the project. Please add the following declaration in the DoW:

"There is and there will be no funding overlap with the ERC grant requested and any other source of funding for the same activities and costs that are foreseen in this project."

SECTION 2: The Research project

This section should be based on part B2 of the original proposal.

Resources (incl. project costs)

Personnel – describe all key team members clearly distinguishing between persons to be funded with the ERC grant and any others that will be funded separately. The planned amount of time that will be dedicated to the project by the principal investigator should be stated by copying the template of the Guide for Applicants already inserted into the proposal.

All resources (i.e. for each type of cost requested) should be described clearly and concisely. In the event there are 'third parties' (i.e. not the Host Institution) which should provide resources/ carry out any part of the work, it is particularly important to clearly identify what this concerns in terms of the resources/ work and the costs related to each such resource(s).

By using the budget table provided, please calculate the overall budget (EU grant) requested. This should be an estimate of the direct costs of the project as well as inclusion of a 20% contribution of the direct costs towards overheads (**excluding subcontracting and costs of resources made available by third parties which are not used on the premises of the Host Institution**) .

The budget table should be subdivided in personnel costs, equipment and infrastructure, consumables, travel, publication costs, indirect costs and any envisaged subcontracts. In addition, the costs must be broken down into financial reporting periods.

The budget table follows the structure of the Guide for Applicants in terms of listing the different budgetlines. However, the table for insertion in the DoW is presented not on an annual basis, but according to the financial reporting periods, i.e. 18 months periods.

	Cost Category	month 1 to 18	19-36	37-		Total
Direct Costs:	Personnel:					
	P.I. ²	-	-	-	-	-
	Senior Staff	-	-	-	-	-
	Post docs	-	-	-	-	-
	Students	-	-	-	-	-
	Other	-	-	-	-	-
	Total Personnel:	-	-	-	-	-
	Other Direct Costs:					
	Equipment	-	-	-	-	-
	Consumables	-	-	-	-	-
	Travel	-	-	-	-	-
	Publications	-	-	-	-	-
	Total Other Direct Costs:	-	-	-	-	-
	Total Direct Costs:	-	-	-	-	-
Indirect Costs (overheads):	20% of Direct Costs	-	-	-	-	-
Subcontracting Costs:	(No overheads)	-	-	-	-	-
Total Requested Grant:	(by year and total)	-	-	-	-	-
For the above cost table, please indicate the % of working time the PI dedicates to the project over the period of the Grant :						0,00%

In case of a Multi-beneficiary project, a separate budget table and a list of tasks to be carried out should be provided for each beneficiary.

In addition to the corresponding section in the proposal, this section of the Description of Work shall also include a tabular presentation of resources and costs dedicated to each of the key intermediate goals.

This table is the main reference for monitoring of project execution. For each of the key intermediate goals a foreseen time for completion will be indicated:

"key intermediate goal" or workpackage	Estimated % of total requested grant	Detail * (optional)	Expected to be completed on month:	Comment
"key intermediate goal"#1	%		month x	
"key intermediate goal"#2	%		month y	
etc..	%		...	
	100%			

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

During the preparation process, the ERCEA will provide a structure for the two budget tables above in the Invitation letter sent at the starting of the preparation of the grant agreement.

SECTION 3: The Research Environment

This section should be based on part B section 2 (B2) of the original proposal

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.

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.

Separate budget tables for each participant should be provided in Section 2, iiii Resources

6. 5. Appendix 5 – Subcontracting

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

The Annex II to 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 ERCEA 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.

The specific 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.

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

Article II.7.2 of the Annex II to the 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 subcontract⁶. Many organisations have framework contracts with a third party to carry out routine and repetitive tasks. They have been established before the beginning of the project, and are the usual practice of the beneficiaries for a given type of task. These framework contracts can be used to carry out tasks necessary for implementing the ERC 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.

Subcontracting can under no condition 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).

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

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

The beneficiary remains responsible for all its rights and obligations under the 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 ERC Grant Agreement. In addition, the ERC 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 ERCEA 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 ERCEA or the other beneficiaries to the ERC Grant Agreement as it is a third party. However, as mentioned above, the beneficiary must ensure that the subcontractor can be audited by the ERCEA 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

⁶ 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 ERC 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 or the ERCEA and especially in the event of an audit, beneficiaries must be able to demonstrate that they have respected the conditions of transparency and equal treatment in selecting a subcontractor. The selection criteria must be based on the best value for money given the quality of the service proposed (best price-quality ratio).

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

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 Annex II to 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 **signs** the ERC GA), as a general rule, the beneficiary should have the capacity to carry out the work 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 themselves.

These costs may be eligible under certain conditions:

- **In the case of third parties making their resources available, the third party, the tasks to be performed, and the resources allocated to the project by the third party must be identified during the preparation of the Grant Agreement and mentioned under Section 2 Resources 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. Third parties involved in a project in this way have to undergo verification of their existence and legal status in the same way as the beneficiaries, ie they also have to be registered in the Unique Registration Facility (see 2.4, heading "Support during the preparation of the Grant Agreement").**

6.6. Appendix 6 – 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

Project number

XXXXXX

Project title

ACRONYM—Project Title

Call (part) identifier

ERC-2009-XXXXXX

Funding scheme

Support for frontier research (ERC)

INTRODUCTION

Grant Agreement Preparation Forms (GPF's) have been designed to facilitate the production of the grant agreement. It is a main communication instrument between the Principal Investigator and the Host Institution on the one hand and the Commission's services on the other hand. Essentially the forms are used to identify the beneficiary that will sign the grant agreement (and for multibeneficiary projects the beneficiaries that will accede to 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.

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

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

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

The budget tables (A3 and A5) are to be used in the Annex I (Description of Work) of the grant agreement.

A1:

Our project

Project Number ¹		Project Acronym ²	
General information			
Project title ³			
Starting date ⁴			
Duration in months ⁵			
Call (part) identifier ⁶			
Activity code ⁷			
ERC review panel(s) ⁵³			
Free keywords ⁸			
Abstract ⁹ (max. 2000 char.)			

A1.1:

Our project

Project Number ¹		Project Acronym ²	
Principal Investigator			
Family name		Family name at birth	
First name(s)			
Title ³⁴		Gender ³⁵ (Female – F / Male – M)	
Nationality		Current country of residence	
Date of birth		Country of residence during the project ⁵⁴	
Country of birth		Town of birth	
Type of ID document		ID number	
Department/Faculty/Institute/Laboratory name/... ³⁷			
Contact address (for the duration of the project) ⁵⁵			
Street name ¹⁵		Number ¹⁵	
Town ¹⁵			
Postal code / Cedex ¹⁵			
Country ¹⁶			
Phone 1 ²¹		Phone 2 ²¹	
E-mail		Fax ²¹	

A2.1:

Who we are

Project number ¹		Project acronym ²		Host Institution number in this project ¹⁰		Host Institution short name ¹¹	
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One form per participant

Legal data

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

Legal address of the participant

Street name ¹⁵		Number ¹⁵	
Town ¹⁵			
Postal code / Cedex ¹⁵			
Country ¹⁶			
Internet homepage (optional)			

Registration data of the participant

Legal registration number ¹⁷	
Place of registration ¹⁷	
Date of registration ¹⁷	
VAT number ¹⁸	
Legal form ¹⁹	

A2.2: Who we are

Project number ¹		Project acronym ²		Host Institution number in this project ¹⁰		Host Institution short name ¹¹	
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One form per participant

Status of your organisation

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

Your organisation is:

- ☐ Natural person
- ☐ Legal person
 - ☐ Non profit
 - ☐ Research Organisation
 - ☐ Public body
 - ☐ International organisation
 - ☐ International organisation of european interest
 - ☐ Secondary and higher education establishment
- ☐ Enterprise
 - ☐ SME

Indirect costs ⁴¹:

- ☐ Actual indirect costs ⁴²
- ☐ Simplified method ⁴³
- ☐ Standard flat rate ⁴⁴
- ☐ Special transitional flat rate ⁴⁵

A2.3: Authorised Representatives

Project number ¹		Project acronym ²		Host Institution number in this project ¹⁰		Host Institution short name ¹¹	
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One form per participant

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

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

A2.4:

How to contact us

Project number ¹		Project acronym ²		Host Institution number in this project ¹⁰		Host Institution short name ¹¹	
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Information On The Administrative Official Of The Host Organisation

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

A2.5: Our commitment

Project number ¹		Project acronym ²		Host Institution number in this project ¹⁰		Host Institution short name ¹¹	
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One form per participant

Certified declaration

1- As an authorised representative to sign the grant agreement or to commit the abovementioned organisation, I am fully aware that a grant agreement may not be awarded to an applicant who is, at the time of a grant award procedure, in one of the situations referred to in Articles 93(1), 94 and 96(2)(a) of the Council Regulation (EC, Euratom) N° 1995/2006 of 13 December 2006 on the Financial Regulation applicable to the general budget of the European Communities [OJ L 390, 30/12/2006, p1].

As a consequence, I certify that:

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

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

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

3- As an authorised representative to sign the grant agreement or to commit the abovementioned organisation, I finally certify that all the information relating to our organisation set out in the different Grant Agreement Preparation Forms are complete, accurate and correct; and that the estimated costs meet the criteria for eligible costs for FP7 projects – as established by the 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.

A2.5: Our commitment

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

A2.6: Data Protection & Coordination Role

Project number ¹		Project acronym ²		Host Institution number in this project ¹⁰		Host Institution short name ¹¹	
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Signed only by the Host Organisation – Participant No. 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 question 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 (SAL) ³⁹ which is provided. If sensitive information or material is found to be required at a later stage of the project, amendment to the grant agreement will be requested and a SAL will be provided.

I also certify that our organisation is committed to act as the (principal) beneficiary of this project.”

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

Project Number ¹		Project Acronym ²	
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One Form per Project

For multi-beneficiary GA only: the GA has beneficiary(ies) established in ICPC⁴⁶ which opt for the lump sum funding method : **No**

Participant number ¹⁰	Participant short name	Country	Personnel costs (in €)	Other direct costs (excluding subcontracting) ⁴⁰ (in €)	Indirect costs (in €)	Sub-contracting (in €)	Eligible costs (in €)	Receipts (in €)	Requested EC contribution (in €)
1									
TOTAL									

FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/execution/ftiers_fr.htm

PROJECT NUMBER

PROJECT ACRONYM

ACCOUNT NAME

ACCOUNT NAME ⁽¹⁾

ADDRESS

TOWN/CITY

POSTCODE

COUNTRY

CONTACT ⁽¹⁾

TELEPHONE

FAX

E - MAIL

BANK

BANK NAME

BRANCH ADDRESS

TOWN/CITY

POSTCODE

COUNTRY

ACCOUNT NUMBER

IBAN ⁽²⁾

REMARKS:

We certify that above information declared is complete and true.

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE
(Both Obligatory) ⁽³⁾

DATE + SIGNATURE ACCOUNT HOLDER : (Obligatory)

⁽¹⁾ The name or title under which the account has been opened and not the name of the authorized agent

⁽²⁾ If the IBAN Code (International Bank account number) is applied in the country where your bank is situated

⁽³⁾ It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.

A5: Reporting Periods

Project Number ¹		Project acronym ²	
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One Form per Project

Scientific period	From month	To month
A		
B		

Financial Management period	From month	To month	Total estimated eligible cost	Total requested EC contribution
1				
2				
3				
4				

1. Project number

The project number 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 during the preparation of the grant agreement.

4. Starting date

Unless a specific (fixed) starting date is duly justified and agreed upon 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 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 inviting to prepare the grant agreement.

7. Activity code

Select the activity code from the drop-down menu.

8. Free keywords

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

9. Abstract

Use the abstract from your original proposal and amend to take account of the following: you should not use more than 2,000 characters, the abstract should, at a glance, provide the reader with a clear understanding of the objectives of the project and how the objectives will be achieved, 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.

10. Participant number

The host organisation of a project is always number one. Consequent numbers can be issued to other participants of this project.

11. Participant short name

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

12. Participant identity code

To be completed when Unique Registration Facility will be operational.

13. Participant legal name

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

14. Status of validation

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

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

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

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

15. Address data

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

16. Country

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

17. Legal registration number, place and date of registration

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

18. VAT number

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

19. Legal form

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

20. Legal Entity Appointed Representative (LEAR)

The Appointed Representative is the contact point of the organisation with respect to legal information on the organisation. This person can be contacted by the Commission's Legal Validation Team to provide legal documentation and maintain up-to-date legal information on the organisation. For more information see http://cordis.europa.eu/fp7/urf_en.html.

21. Phone and fax numbers

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

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

See table before endnotes

23. Natural person

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

24. Public body

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

25. Non profit public body

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

26. Profit public body

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

27. International organisation of European interest

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

28. International organisation – other

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

29. Secondary and higher education establishment

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

30. Research organisation

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

31. Enterprise

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

32. SME

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

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

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

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

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

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

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

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

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

33. Non-SME

An enterprise that is not an SME.

34. Title

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

35. Gender

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

36. Position

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

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

Please indicate here the postal address for contact purposes.

38. Signature

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

39. Security Aspect Letter

See Appendix 4 of the standard FP7 Negotiation Guidance Notes on http://cordis.europa.eu/fp7/find-doc_en.html.

40. Subcontracting

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

46. 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.

50. Account name

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

51. IBAN

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

52. Bank stamp + signature bank representative

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

53. ERC review panels

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

54. 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.

55. 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.

100. Entities composed of one or more legal entities

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