



Negotiation Guidance Notes Marie Curie Actions Initial Training Networks

Version March 2013

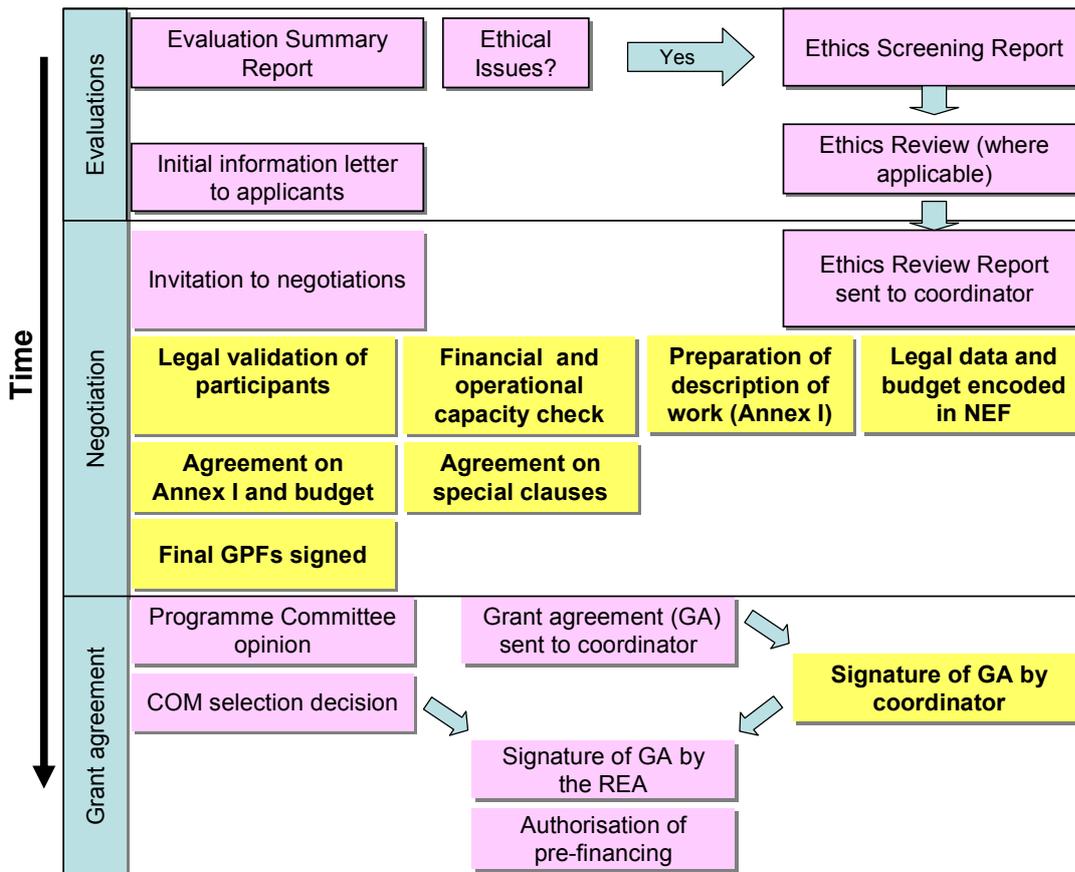
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1. INTRODUCTION

These guidelines provide information on the negotiations between applicants and the Research Executive Agency (REA) to conclude a grant agreement which provides EU funding for a Marie Curie Initial Training Network.

The overall purpose of the negotiations is to finalise the details of the work to be carried out and the maximum EU contribution as well as to establish the legal and financial information required for the Grant Agreement.



NB. Actions to be undertaken by the coordinator denoted by the colour yellow. Actions by the REA denoted by the colour pink.

2. KEY ACTION POINTS FOR NEGOTIATIONS

1. All full network participants must be **legally validated** by the REA, otherwise negotiations cannot be concluded. It is essential for any non-validated participant to request a Participant Identification Code (PIC) number and to complete the validation process as soon as possible.
2. You will receive an email giving you access to the online **Negotiation Facility Tool (NEF)** in which the administrative and financial data on the participants are collected and the budget is calculated. Fill in the required information on the Coordinator and the beneficiaries, encode information on the planned researchers and complete the requested budget per participant.
3. Fill in the **Financial Identification Form** which provides the coordinator's bank account details. Sign, stamp and date the form and send it back as soon as possible by fax and then the original by post to the Project Officer identified in the Negotiation Mandate. Please bear in mind that the bank account holder institution data (name and address) must exactly match the legal name of the coordinating institution. The financial data must be identical to the data in NEF (Point 2).
4. In parallel with the negotiations in NEF, prepare a first draft of **Annex I** (the description of work) of the Grant Agreement, using the template provided, following the recommendations made in the Negotiation Mandate, the Evaluation Summary Report and any requirements on Ethics and/or stated in the Ethical Review Report (where applicable).
5. Inform the Project Officer if a **third party**, for example if a participant is part of a **Joint Research Unit (JRU/UMR)**, will be carrying out part of the work or making its resources available to a participant, or in any other cases in which a **special clause** may need inserting in the Grant Agreement (see 5.1).
6. As soon as the budget is finalised and all data are encoded in NEF, the Grant Preparation Forms (GPFs) can be created. Once the GPFs are agreed by exchange of email with the Project Officer, collect the **A2.5 forms** of the GPFs from the participants, which must be signed, dated and stamped by their authorised representative(s). The coordinator should also provide the **A2.6 form** signed, dated and stamped by the authorised representative(s). Send the consolidated package first by fax (+32 2 29 79 645) or a scanned pdf version and then by post to the REA as soon as possible.
7. Agree with your Project Officer on the **final Annex I, budget** and **GPFs** as well as the **start date** of the project and confirm by email.
8. Establish a **consortium agreement** preferably before signing the Grant Agreement: a consortium agreement is compulsory for European Industrial Doctorates and must be delivered to the REA within the time frame indicated in the Annex I.

3. STARTING NEGOTIATIONS

3.1 INVITATION TO NEGOTIATIONS

Coordinators of successful proposals receive by email an invitation to enter into negotiations. The email includes the following documents:

- The official invitation letter to enter into negotiations.
- The **Evaluation Summary Report (ESR)** which presents the results of the evaluation.
- The **Negotiation Mandate**, which provides the name and contact details of the REA Project Officer(s) and Administrative Officer(s), the deadline for the Coordinator to provide the first draft of the Description of Work (Annex I), the deadline by which the negotiations must be completed, and the maximum number of researcher/months to be financed.
- The **Annex I template**. The consortium shall prepare a description of the work to be carried out during the project based on their project proposal. It should address the recommendations in both the Evaluation Summary Report (ESR) and Mandate for Negotiation (if applicable). Annex I should be a maximum of 30 pages (including all tables and graphs).
- A **Financial Identification Form** for the coordinating organisation to complete their account details, which must be signed by the account holder and the bank¹. An exception is made, however, in the following cases: the bank stamp and signature are not requested for accounts at the Bank of England, Central Bank of Ireland and Trésor Public ACCT (France).
- An **Ethical Review Report (if applicable)** for proposals having undergone an ethical review. The requirements and recommendations must be addressed in Annex I (for more details on ethical issues, please refer to section 4.6.4). The Ethical Review Report may not be available at the beginning of negotiations, but it will be sent to the coordinator as soon as possible.

Please note that:

- **An invitation to negotiate should not be regarded under any circumstances as a formal commitment by the REA to fund the project, as this depends on the satisfactory conclusion of the negotiations of a Grant Agreement and on the formal selection process.**
- The REA reserves the right to terminate negotiations at any time and to reject a proposal in the event of inadequate progress in negotiations, or on the basis of false/misleading information or declarations made in the proposal.
- The successful completion of the negotiations may depend on the consortium's acceptance of changes requested by the REA services.
- The REA will assess the financial as well as operational capacity of the participants. If the REA cannot obtain reasonable assurance that the project participants have the necessary financial and human resources to carry out the proposed work or to host fellows, it is possible that the negotiations are terminated or that a change in consortium is requested.

¹ If the bank account details of the coordinating organisation match the details which have already been validated by the REA, only the account holder's signature is required.

- Funding is conditional upon compliance with the Model Grant Agreement.
- If negotiations are not completed within the time limit specified in the letter of invitation, the REA may terminate negotiations.

Useful information and links to documents for contract negotiation and project implementation can be found on our website, including among others the model Grant Agreement and its annexes and the Marie Curie Actions Financial Guidelines.

⇒ http://cordis.europa.eu/fp7/mariecurieactions/itn-manage_en.html

3.2 THE COORDINATOR'S ROLE

The Coordinator leads and represents the applicants in the negotiations with the REA. The Coordinator is responsible for all contacts between the consortium and the REA. If meetings are planned, he/she attends all meetings.

The Coordinator ensures that the beneficiaries understand the rules for participation, in particular the rules on the eligibility of researchers and recruitment (Annex III.2 to the Grant Agreement). The Coordinator must ensure that all beneficiaries accede to the Grant Agreement within the established timescale.

Once the Grant Agreement enters into force, the Coordinator is the interface between the REA services and the other members of the consortium. The Coordinator manages the project and is solely responsible for certain tasks described in the Grant Agreement. For a comprehensive description of the role and specific tasks of the coordinator, please refer to Article II.2.3 of the model multi-beneficiary Grant Agreement for ITN:

http://cordis.europa.eu/fp7/mariecurieactions/itn-manage_en.html

and the Guide to Financial Issues relating to FP7 Indirect Actions:

ftp://ftp.cordis.europa.eu/pub/fp7/docs/financialguide_en.pdf

3.3 THE PROJECT OFFICER'S ROLE

The Project Officer represents the REA in the negotiations. His/her name and contact details are given in the Negotiation Mandate. All correspondence related to the negotiations should be sent to the Project Officer.

Negotiations take place principally via e-mail, telephone and fax. It is therefore very important to **establish contact as soon as possible with the Project Officer**.

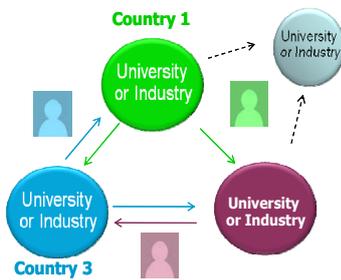
Exceptionally the Project Officer may request a meeting to be held during negotiations. The Coordinator should attend the negotiation meeting, accompanied by the other participants, as appropriate.

Please note that the REA does not reimburse costs incurred in preparing the proposal or conducting the negotiations. Travel and subsistence costs to attend negotiation meetings are also not reimbursed.

3.4 ITN SCHEMES - KEY POINTS TO REMEMBER

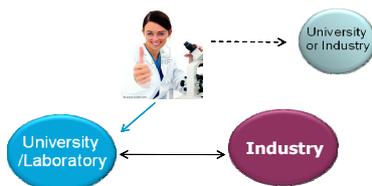
ITN projects may take three forms: Multi-Partner ITN (Multi-ITN), European Industrial Doctorate (EID) or Innovative Doctoral Programme (IDP). As a reminder, the following rules apply:

Multi-ITN



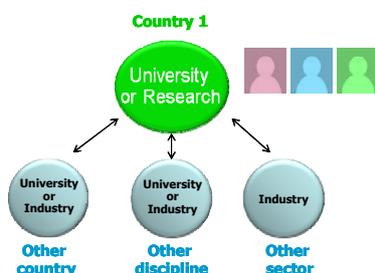
- All beneficiaries must recruit at least 1 researcher.
- Maximum of 500 researcher months.
- Minimum of 80% of researcher months for Early Stage Researchers.
- Maximum 40% of total budget to one country.
- Early Stage Researchers appointed for minimum of 3 months and maximum of 36 months. They will typically be enrolled in a doctoral programme.
- Experienced Researchers appointed for a minimum of 3 months and maximum of 24 months.

EID



- 2 possibilities exist for recruitment
 - The two participants share the recruitment of the fellows (i.e. recruited fellows have contracts with each partner).
 - One of the participants recruits all the fellows who are then seconded to the other partner.
- Researchers must spend at least 50% of their time in the private sector partner.
- Maximum of 180 researcher months.
- Mandatory enrolment of researchers in a doctoral programme provided by a full or associated partner.
- 100% Early Stage Researchers; maximum recruitment of 36 months per researcher.
- Mandatory consortium agreement.

IDP



- The coordinator recruits all fellows.
- Maximum of 500 researcher months.
- Mandatory enrolment of researchers in a doctoral programme.
- 100% Early Stage Researchers; maximum recruitment of 36 months per researcher.



Please note that, while the above rules apply, Annex I and the project budget must be based on, and not deviate significantly from, the proposal and must respect the Negotiation Mandate.

4. STEPS IN THE NEGOTIATION PROCESS

During the negotiation process the following issues will be determined:

- legal validation of each beneficiary;
- financial viability of private sector participants which act as coordinator or which request an EU contribution exceeding €500,000;
- management capacity of the Coordinator;
- maximum EU financial contribution and estimated breakdown of budget;
- description of the work to be carried out (Annex I), including gender aspects, subcontracting or third-party issues, description of outreach activities, and the management of ethical issues.

4.1 VALIDATION OF LEGAL ENTITIES (PIC AND LEAR)

Before signing Grant Agreements, organisations must be validated by the REA for their existence as legal entities and their legal status. Once an entity is "FP7 validated", it can participate in subsequent grants without repeated validation.

An organisation which has not yet been validated should immediately go to the Participant Portal to register.

⇒ <http://ec.europa.eu/research/participants/portal>



The screenshot shows the 'REGISTER NEW ORGANISATION' page on the Participant Portal. At the top, there is a navigation bar with buttons for Home, FP7 Calls, FP7 Doc, My Organisations, My Proposals, My Projects, My Roles, Notifications, and Experts. Below this is a secondary bar with buttons for Organisations, Register, Search, and LFV Simulation. The main content area is titled 'REGISTER NEW ORGANISATION' and contains a blue box with the heading 'Register an organisation'. The text in this box explains that registering an organisation allows for receiving a Participant Identification Code (PIC) and provides links for more information and a search facility. To the right of this text is an image of several documents. Below the blue box, there are two steps: 'STEP 1: Search' and 'STEP 2: Self-Register your organisation in PP'. Step 1 instructs users to use the search facility to check if their organisation is already registered. Step 2 instructs users to register their organisation using their ECAS account details and provides instructions on how to confirm or save a draft.

In order to enter the Participant Portal, beneficiaries are required to have a European Commission Authentication Service (**ECAS**) account. Beneficiaries which already have an ECAS account can use the same login/password.

The validation will be carried out by the Unique Registration Facility (URF).

STEP 1: Use the search facility to check whether your organisation is already registered or in the process of being registered.

STEP 2: Self-register your organisation in the Participant Portal.

If you saved your data as draft, it is still possible to modify or delete your self-registration.

In order to be validated, a number of supporting documents will have to be provided (e.g. charter/act of foundation/law extract; official registration number with national authority; registered statutes; extracts from the Official Journal; VAT registration, etc.). A translation of these documents is required if the original document is not in an official language of the EU.

To be validated as a SME, additional documents will have to be submitted – see http://cordis.europa.eu/fp7/urf-valid_en.html

All new beneficiaries should appoint one person from their organisation as their **LEAR (Legal Entity Appointed Representative)**. This person is responsible for providing and maintaining up-to-date legal and financial information stored in the central database. Forms for the appointment of LEARs are available on the website: http://cordis.europa.eu/fp7/urf-lear_en.html.



The Coordinator should instruct beneficiaries which have not yet been validated to register and send the required documents as soon as possible in order not to delay the completion of the negotiations. The REA can only sign Grant Agreements with organisations which have been validated.

4.2 FINANCIAL VIABILITY CHECK

The following organisations are subject to **verification of their financial capacity**²:

- a **coordinator from the private sector**;
- any **private sector participant** requesting an EU contribution above €500,000;
- other special cases on request of the Project Officer.

An organisation can prepare its own assessment via the Participant Portal via the LFV Simulation tab:



Financial information is requested and validated by the URF. The requests and the validated information are visible to the LEAR on the Participant Portal. The LEAR of the entity should fill in the simplified balance sheet information and upload the respective supporting documents.

² NB. an organisation validated as a public body, a secondary or higher education establishment, international organisation or an organisation whose participation is guaranteed by a Member State or an Associated Country does not usually require verification of its financial capacity.

Capacity of coordinator

If the REA has concerns regarding the requested management and coordination capabilities or the financial stability of the coordinator, the REA may request the consortium to choose a different coordinator from within the consortium.

4.3 NEGOTIATION FACILITY TOOL

The negotiation process is supported by the online **Negotiation Facility tool (NEF)**. The necessary project and participant administrative and financial data are collected and agreed through NEF. NEF is available via the **Participant Portal**.

Once you have logged on to the Participant Portal, select "My Projects" tab. The list of the projects you are involved in will be displayed. On the right side of the screen the link "**Access Negotiation**" is displayed. Click on this link to be automatically redirected to the project page of NEF.

PROJECT LIST FOR JEAN-JACQUES LEPERE

The list displayed below might not be the exhaustive list of the FP7/CIP projects associated with your organisation. Only the projects for which on-line services are available through the Participant Portal for the specific user are currently presented. Technical work is ongoing to resolve this limitation.

If you are a LEAR of your organisation, please visit the tab My Organisations and follow the link "View projects" to have the list of projects linked to your organisation. A LEAR can only view projects their organisation is linked with. Granting access to projects is done separately. Please contact the Project Coordinator if you want a participant contact role, or contact your participant contact to obtain a specific role.

Show 25 entries Search: TEST

Acronym	Call	Prog.	Project ID	Roles	Phase	Access Negotiation
TEST STIFF 22	FP7	999999			Negotiation	Access Negotiation

Showing 1 to 1 of 1 entries (filtered from 24 total entries) First Previous 1 Next Last

On the start screen the Coordinator will be able to see the following sections:

- Budget – where the Coordinator should encode information on the researchers to be recruited as well as completing the requested budget per participant;
- Project – where he/she can find information on general information on the project;
- Participants – where he/she can complete the information on the organisations participating in the project. For entities which are already validated at the start of a negotiation, NEF displays the validated data (read-only), PIC number, and the validation status. Some of the information is pre-filled with the data taken from the original proposal.

All beneficiaries, including **third parties, such as Unité mixte de recherche (UMR) / Joint Research Unit (JRU), must be included in the list of participants in NEF.** If there are any UMR/JRUs in your consortium, they must be validated and have a PIC number. **Associated partners** do not fill in the NEF.

Budget

- [Recruitment and allowance](#)
- [Contribution per participant](#)
- [Overall Maximum European Union Contribution](#)
- [Overall Indicative Project Deliverables](#)

Project

- [General information](#)
- [Primary Coordinator Contact](#)
- [LFV](#)
- [Reporting periods](#)
- [PDM Status](#)

Participants

[Compare participants](#)

[Show all menus](#) - [Hide all menus](#)

Completion #	status	Legal Name	Short Name	Role	PIC
1				CO	
Legal data Authorised representatives Bank account Financial information Organisation status Contact persons					

From the start screen under **Budget**, go to "**Recruitment and allowance**". Add the planned number of researchers and encode the requested data for each researcher:

- the planned start month;
- type of contract – this must be an employment contract (Type A)³;
- category of researcher – Early Stage Researcher or Experienced Researcher for Multi-ITN projects and Early Stage Researcher for IDP and EID projects;
- mobility – "unknown" at the negotiation phase;
- duration of the contract – the minimum eligible duration is 3 months up to a maximum of 36 months for ESRs (typically 36 months) and up to 24 months for ERs.

Indicative recruitment table

[+ Add researcher](#) [✗ Remove researcher](#)

Researcher	Recruiting participant	Planned start month	Type of contract	Category	Mobility	Duration
1	<input type="text"/>	13	A	Early Stage Researcher	Unknown	36
2	<input type="text"/>	1	A	Early Stage Researcher	Unknown	36
3	<input type="text"/>	13	A	Early Stage Researcher	Unknown	36
4	<input type="text"/>	1	A	Early Stage Researcher	Unknown	36
5	<input type="text"/>	13	A	Early Stage Researcher	Unknown	36

³ Fixed amount fellowships (Type B) are only permitted where national regulation would prohibit the possibility of an employment contract, and only with the prior approval of the REA.

After completing the recruitment table, go to "**Contribution per participant**" and encode the budget requested for management activities. It is expected that the majority of management costs will be attributed to the Coordinator. The budget for management can be a maximum of 10 % of the total EU contribution. Overheads will then be calculated automatically at a flat-rate of 10% of direct costs (except for subcontractors) per partner / per period.

Year	Living allowance	Mobility allowance	Training expenses	Management activities	Overheads	Total
1	45,714.00	11,837.67	21,600.00	99477	17863.03	196,491.70
2	91,428.00	23,675.33	43,200.00	98775	25707.83	282,786.16
3	91,428.00	23,675.33	43,200.00	101375	25967.83	285,646.16
4	45,714.00	11,837.67	21,600.00	98775	17792.57	195,719.24
Total	274,284.00	71,026.00	129,600.00	398,402.00	87,331.26	960,643.26

Year	Living allowance	Mobility allowance	Training expenses	Management activities	Overheads	Total
1	45,714.00	11,837.67	21,600.00	0	7915.16	87,066.83
2	91,428.00	23,675.33	43,200.00	0	15830.33	174,133.66
3	91,428.00	23,675.33	43,200.00	3000	16130.33	177,433.66
4	45,714.00	11,837.67	21,600.00	0	7915.16	87,066.83
Total	274,284.00	71,026.00	129,600.00	3,000.00	47,790.98	525,700.98

For Multi-Partner ITNs, no more than 40% of the total EU contribution may be allocated for the benefit of organisations within one country.



When using NEF, changes must be saved before going to another form or closing the web browser, otherwise all changes will be lost. Please note that there is no warning when closing the browser.

When the Coordinator clicks on the "Save Changes" button, a confirmation message is displayed if the changes have been saved successfully. If there is an error message instead, he/she will need to check the forms for validation errors and make the appropriate corrections.

When he/she has finished entering the data, the changes can be submitted electronically to the REA Project Officer by clicking on the "Submit" button on the project summary page. At this stage, the Project Officer will review the forms, comment on them and invite the Coordinator to a new negotiation session if updates are needed.

Please note that once changes have been submitted, the data are available in read-only mode and cannot be corrected anymore. If a new negotiation session is needed, the Project Officer will reopen a new session.

4.4 GRANT PREPARATION FORMS (GPF)

When the information in NEF is complete and agreement has been reached on the budget, the Project Officer will create **the Grant Agreement Preparation Forms (GPFs)** (for a preview, click on the "**PDF preview**" button at the top right-hand corner of the summary screen in NEF).

The GPFs are standard forms which contain information on each project beneficiary as well as the project budget and deliverables.

The Overall Indicative Project Deliverables (table A3.1) and the Overall Maximum EU Contribution (table A3.2) of the GPFs are inserted by the Project Officer in Part C and Part D respectively of Annex I of the Grant Agreement.

Once the GPFs are accepted as final, the forms from the PDF file must be printed, signed by the legal authorised representative(s) of each beneficiary and sent to the REA Project Officer. All participants must sign the final version of the GPFs (all partners sign the A2.5 forms and the coordinator signs in addition the A.2.6). Beneficiaries should not make hand-written changes to the GPFs once they have been finalised.

Please note that information is taken from the final GPFs, principally from the A1 and A2 forms, to create a **project fact sheet** of non-confidential information, such as the project acronym, objectives, project summary, project beneficiaries, amount of EU funding, etc. The fact sheet will be available in an EU database of projects funded under FP7 publicly available online.

4.5 DESCRIPTION OF WORK (ANNEX I)

At the beginning of the negotiations, applicants are invited to submit a draft **Annex I** (the description of work) to the Grant Agreement. **Please use the template provided.**

Annex I is the reference document for the work to be undertaken by the consortium in carrying out the project. **It is an integral part of the Grant Agreement. Non-compliance or non-fulfilment of its contents will have the same legal consequences as any default of the contractual conditions.**

The Coordinator should submit the first draft Annex I to the REA Project Officer within the deadline indicated in the letter of invitation to negotiations. The Project Officer may then request changes or improvements to be made. This continues until agreement is reached. **The entire process should be concluded before the deadline for completion of negotiations.**

It should be written in a clear, precise and concise manner. It should specify all the tasks to be undertaken, but with sufficient flexibility in order to be able to modify the work arrangements so as to achieve the stated objectives, should this be necessary, without the need for a formal modification of the text (i.e. amendment). The names of the fellows to be recruited should not be mentioned in the document.

All pages must be numbered and each page should be headed with the project acronym, proposal number and actual drafting date. It should be a maximum of **30 pages** (including tables, diagrams, graphs). It should be printed on numbered A4 pages in Times New or Arial at least 12 point or similar font with single line spacing, margins of at least 2.0 cm.

- **Part A** of Annex I is comprised of a title page and the project summary from Part A of the proposal.
- **Part B** is based on information from Part B of the proposal. It includes the list of beneficiaries and list of Associated Partners (if applicable). It should address any issues raised in the Evaluation Summary Report, the Negotiation Mandate and the Ethics Review Report (where applicable). It should exclude all background material in Part B which is not essential for the implementation of the selected project. For example, references to publications or previous work undertaken and future intentions of the consortium should be excluded. Any reference to "the proposal" should be omitted. Instead, it should provide a detailed work plan for project implementation.
- **Part C** is the Overall Indicative Project Deliverables Table copied from the A3.1 form of the GPFs, and will be added by the Project Officer at the end of negotiations.

- **Part D** is the Overall Maximum European Union Contribution Table copied from the A3.2 form of the GPFs, and will be added by the Project Officer at the end of negotiations.

4.5.1 GENDER ASPECTS

The project consortium should describe in Annex I (section B.4.3.3) how they intend to ensure a gender balance, both in recruitment and in the decision-making of the project.

The project consortium is expected to take measures to reach a recruitment target of 40% women researchers in the project. The gender dimension of the research content is also an important aspect. As a guide, wherever human beings are involved in the research, for example as consumers, users and patients, or in trials, gender will be an issue and should be considered and addressed.

The following list gives examples of actions to promote the higher participation of women:

Actions to achieve gender balance within the workforce

- Survey the position and the needs of women staff
- Design and implement a Gender Action Plan
- Promote women's participation in the consortium's research activities
- Promote women's participation in the project's committees and working groups
- Ensure there is a gender balance in decision-making positions
- Positive actions aimed at scientists re-entering professional life after parental leave
- Family friendly working conditions (e.g. flexible working hours, on-site childcare facilities)
- Design and implement mentoring schemes for women

Monitoring actions

- Appoint an Equal Opportunities Officer
- Monitor impact of family friendly working conditions
- Disseminate data collection results within workforce

Actions to raise gender awareness

- Training events, conferences, seminars, lectures include female keynote speakers
- Set up a gender awareness group
- Network with women's organisations or equal opportunities bodies

Actions to promote women in science

- Women Scientists' Day
- Invitation to female students to visit the research laboratories
- Women in science award

4.5.2 THIRD PARTIES AND SUBCONTRACTING IN FP7

The implementation of the project is the responsibility of the beneficiaries (the signatories to the Grant Agreement), and as a general rule beneficiaries should have the capacity to carry out the work themselves.

There is, however, the possibility for a third party to contribute to the project either by making its resources available to a beneficiary or by carrying out part of the work. A third party does not sign the Grant Agreement.

The involvement of third parties should be addressed in the project proposal. If this was not the case, the Coordinator should inform the Project Officer as early as possible in the negotiations if a third party should be included in the Grant Agreement. The REA reserves the right to refuse the inclusion of a third party if it is not deemed appropriate.

Third parties linked to a beneficiary

A beneficiary which has a formal link to another entity may want to include this entity in the Grant Agreement as a third party by adding a special clause. This may be the case for a Joint Research Unit (JRU/UMR), an European Economic Interest Group or an affiliate.

The beneficiary must provide evidence of the link between the two entities; for example, in the case of a JRU, a mandate from all the other members of the JRU to the participant representing them as well as a document establishing the existence of the JRU (e.g. the "fiche de contractualisation" for French organisations concerned).

The third party must be legally validated by the REA and listed in NEF. In Annex I there must be a reference to the third party beneath the list of participants, and a description of the tasks which it will perform must be included in section B.4.3.6. The Grant Agreement must include **special clause 10bis** (see 5.1).

In the case of a third party which makes its resources available to a beneficiary, but does not charge costs or carry out part of the work of the project, the third party is not listed in NEF and no special clause is added. The tasks carried out by this third party, however, should be listed in Annex I.

In the special case of a coordinator which is a higher education establishment or public body and which will use a third party to manage its administrative and financial affairs, the Grant Agreement must include **special clause 38bis**.

Subcontracting

Exceptionally, some limited tasks may be carried out by a subcontractor, but only if subcontracting was included in the project proposal. Subcontractors do not carry out "core" parts of the project work. Tasks of the coordinator, such as the distribution of funds, the review and collection of reports and others tasks mentioned under Article II.2.3 of the Marie Curie model Grant Agreement, cannot be subcontracted. Any cases in which it is proposed to subcontract parts of the work should be discussed with the REA.

Tasks to be performed by a subcontractor, including a financial estimation of the costs, should be identified in Annex I, section B.4.3.5.

Certificates on Financial Statements issued by external auditors have to be treated as subcontracting costs under the "management" cost category, but they do not have to be identified in Annex I. It is also unnecessary to describe minor tasks, such as catering for a meeting, printing leaflets or services related to setting up and maintaining a project website, in Annex I.

The beneficiary remains responsible for all its rights and obligations under the EU Grant Agreement, also for the tasks carried out by a subcontractor. **A subcontractor has no rights or obligations vis-à-vis the REA or the other beneficiaries to the EU Grant Agreement; however, the beneficiary must ensure that the subcontractor can be audited by the REA or the Court of Auditors.**

The conditions under which subcontracting may be carried out are explained in Article II.7.2 of the model Grant Agreement. More details on subcontracting under FP7 are available in the Guide to Financial Issues relating to FP7 Indirect Actions and the Marie

Curie Actions Financial Guidelines. These can be found on the "**How to manage my project**" page of the Marie Curie website:

⇒ <http://ec.europa.eu/mariecurieactions>

4.5.3 OUTREACH ACTIVITIES

Outreach activities must be included in Annex I (section B.5.3). Outreach activities are communication initiatives directed towards the general public, rather than the research community. The goal of this activity is to create awareness among the general public about the research work performed in the Marie Curie Actions and its implications for citizens. As well as raising the profile of the Marie Curie Actions with the general public, outreach activities should also introduce students from schools and universities to science, research and innovation. These students should be encouraged and motivated to pursue careers in science.

Moreover, outreach offers crucial added value for Marie Curie projects, and the communication of science to the public is part of a researcher's responsibility as defined by the European Charter for Researchers.

Here are some practical examples of outreach activities. This list is indicative and should not be taken as a catalogue of all possible outreach activities.

- Marie Curie Ambassadors: Marie Curie fellows visit schools, universities, community organisations, etc. to promote their research field to students and public audiences. They also assist teachers in preparing and delivering teaching materials.
- Workshop Day: A Marie Curie project runs a workshop/activity day in areas related to the raising of scientific awareness, for school students and their parents and university students.
- Summer-School Week: Students spend one week in a summer school where they learn first-hand about a Marie Curie fellow's experience and their current research activities or wider scientific issues; the Marie Curie fellows prepare specific activities, lectures and experiments.
- Marie Curie Project Open Day: Students and the general public visit the research institutions or labs and receive lectures or hear about fellows' experiences first-hand. Such an event is typically organised as a continuation of project meeting (for example a Mid-Term Review meeting; the responsible PO and Expert Reviewers can attend the event and follow up the different activities and their impact).
- Public talks, TV-Talks, podcasts and articles in Newspapers: Marie Curie fellows give a public talk/TV interview or write an article in the local newspaper about the results of the project and how these results could be relevant to the general public.
- e-Newsletters: Marie Curie fellows develop a web-based document to be released on the Internet for a public audience (e.g. Wikipedia).
- Multimedia releases: Marie Curie fellows make video-clips to be released on the Internet.

4.5.4 ETHICAL ISSUES

DOES MY PROJECT HAVE ETHICS ISSUES?

If you indicate YES to any of the following issues, you must ensure that relevant information is included in Annex I as well as a description of how these ethical issues will be managed during project implementation.

Informed Consent

When:

- the proposal involves children
- the proposal involves patients or persons not able to give consent
- the proposal involves adult healthy volunteers
- the proposal involves Human Genetic Material
- the proposal involves Human biological samples
- the proposal involves Human data collection

Research on Human embryos/foetus

When:

- the proposal involves Human Embryos
- the proposal involves Human Foetal Tissue/Cells
- the proposal involves Human Embryonic Stem Cells

Privacy and data protection

When:

- the proposal involves processing of genetic information or personal data (eg. health, sexual lifestyle, ethnicity, political opinion, religious or philosophical conviction)
- the proposal involves tracking the location or observation of people

Research on Animals

When:

- the proposal involves research on animals
- those animals are transgenic small laboratory animals?
- those animals are transgenic farm animals?
- those animals are cloning farm animals?
- those animals are non-human primates?

Research Involving Developing Countries

When:

- Use of local resources (genetic, animal, plant, etc.)?
- Benefit to local community (capacity building i.e. access to healthcare, education, etc.)

Dual Use

When:

- Research having potential military/terrorist application

The description of ethical issues in the proposal should be included in section B.6 of the Annex I, taking into account any additional information requested by the Project Officer and in the section "**Requirements**" of either the Ethics Screening Report or the Ethics Review Report (where applicable).

During the evaluation process, a proposal which raises ethical issues and which has passed all thresholds is examined by an external Ethics screener, who provides an Ethics Screening Report. In certain cases, when a more in-depth analysis is needed, the proposal

is sent to the European Commission. The Commission will provide an **Ethics Review Report**. These reports summarize all the ethical issues raised by the proposal and describe how these ethical issues should be handled and include requirements which will become contractual obligations.

If a project has been subject to an ethical screening or an ethical review, Grant Agreement negotiations cannot be concluded without addressing the requirements of the Ethics Review Report in Annex I.

Where additional information is required, such as the approval of a national authority or a local ethics committee, the Coordinator must ensure that these are obtained prior to starting the relevant experiments. The Coordinator should send a copy of the approvals to the Project Officer and confirm by email that the consortium has the necessary ethical approvals for the research to be carried out within the project.

In addition, it is essential that national approvals relating to the use of embryo / human embryonic stem cells (hESC), are checked by the Project Officer and other REA Staff prior to the start of any work. A special clause needs to be inserted in the Grant Agreement relating to embryo / hESC use.

Appropriate **management of ethical issues** should be guaranteed in the overall project management. This can be done in different ways, such as by involving one or more ethicists in the management board, by creating a separate management board for 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. Indeed, it might be advisable to choose a mixture of these measures.

If the proposal contravenes fundamental ethical rules of FP7 and this cannot be resolved, the project may be stopped at any point during the negotiation process⁴.

For more information on ethical issues, see:

⇒ http://cordis.europa.eu/fp7/ethics_en.html

4.6 CONSORTIUM AGREEMENT

A consortium agreement is **strongly advised** for Multi-ITN and IDP projects and is **compulsory** for EID projects.

It provides the legal basis for the details of the internal relationship and responsibilities between the beneficiaries, and must always be consistent with the provisions of the Grant Agreement.

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

It is highly advisable that the consortium agreement **is finalised before the Grant Agreement is signed** and each beneficiary should have entered into the consortium agreement when it accedes to the Grant Agreement.

⁴ REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013), article 15.2.



For EID projects, the consortium is required to draw up a consortium agreement which must cover as a minimum the employment status of the candidate, intellectual property rights and supervision arrangements, including qualification of supervisors. A consortium agreement is mandatory for all EID projects and must be delivered to the REA within the timeframe indicated in the Annex I.

The consortium agreement may further develop provisions or clarify details, specify the organisation of the work to be carried out and establish decision-making / technical management of the project, and dispute settlement procedures for the consortium. In addition, the consortium agreement is important for determining the provisions for distribution of the EU financial contribution, including the pre-financing, and it can be used to identify the terms and conditions for the protection or intellectual property rights; provisions for confidentiality and treatment of information; access rights to background or foreground for carrying out the project or for use of a beneficiary's own foreground; background to be brought to the project including any provisions relating to its limited or temporary exclusion.

Guidance on the issues to be addressed in the consortium agreement is available at:

⇒ ftp://ftp.cordis.europa.eu/pub/fp7/docs/checklist_en.pdf

The **European IPR Helpdesk** offers support on IP and IPR matters to beneficiaries of EU funded research projects free of charge. Go to the IPR Helpdesk website for more details:

⇒ <http://www.iprhelphdesk.eu/home>

5. GRANT AGREEMENT PREPARATION

Prior to finalising the negotiations and producing the Grant Agreement, the following issues must be agreed:

- inclusion in the Grant Agreement of any special clauses,
- duration and start date of the project.

The consortium must also check the accuracy of the information in the GPFs and send a signed original to the REA.

5.1 SPECIAL CLAUSES

The Coordinator should discuss with the REA Project Officer the need to include any special clauses in the Grant Agreement. The special clauses which are applicable to ITN grants are the following:

Compulsory special clause:

- 5: requirement to hold a mid-term project review.

A list of the most common special clauses to be included where appropriate:

- 10: third parties linked to a beneficiary [Joint Research Units (Unités mixtes de recherche, Unités propres de recherche etc.) EEIG/ groupings/ affiliates) that wish to claim costs for carrying out part of the work under the Grant Agreement;

- 13: ethical rules;
- 14: research activities involving the use of human embryos and human embryonic stem cells;
- 15: ethical review requiring the beneficiary to provide the REA with written confirmation that it has received a favourable opinion(s) of the relevant ethics committee(s) and, if applicable, the regulatory approval(s) of the competent national or local authority(ies) in the country in which the research is to be carried out before beginning the research;
- 16. biomedical research involving human beings requiring the beneficiary to confirm that it has received a favourable opinion(s) of the relevant ethics committee(s) and, if applicable, the regulatory approval of the competent national authority(ies) in the country concerned before beginning the research.

The full list of special clauses is available via the following link:

⇒ ftp://ftp.cordis.europa.eu/pub/fp7/docs/rea-special-clauses_en.pdf

5.2 PROJECT START DATE

The Coordinator should agree a start date of the project with the REA Project Officer. The start date of the project may be on:

- a fixed date (first day of the month) specified in the Grant Agreement, or
- in exceptional cases, the first day of the month following the entry into force of the Grant Agreement, i.e. after its signature by the Coordinator and the REA, on the day of the last signature.

Where the Consortium requires a specific fixed start date for the project that precedes the entry into force of the Grant Agreement, the Coordinator should inform the Project Officer as early as possible. Full details regarding the justification for the request should be made in writing to the Project Officer prior to the finalisation of Annex 1 and the GPFs. The REA may refuse this request if no sufficient and acceptable justification is provided.

Please note that costs can be incurred from the start date of the project but not before.

Where the start date of the project precedes the entry into force of the Grant Agreement, beneficiaries entail the risk that the Grant Agreement might not be signed and therefore the costs will not be eligible for reimbursement by the REA.

5.3 GRANT AGREEMENT SIGNATURE

When all the necessary legal and financial information required has been received and validated by the REA and the Annex I and budget have been agreed, a Grant Agreement is drafted and sent to the Coordinator for signature. As a reminder, the following documents have to be provided in order to allow the REA to produce the Grant Agreement:

- An electronic version of the Annex I, agreed with the Project Officer,
- signed originals of the GPFs (A2.5 forms from all beneficiaries including the Coordinator and the A2.6 form from the Coordinator only).

Upon provision of the above documents, the Grant Agreement is sent by email to the Coordinator. The authorised representative of the Coordinator signs two

originals of the Grant Agreement on behalf of its organisation and returns them to the REA.

The REA will return one duly signed original to the Coordinator upon completion of its internal procedures. **Please note that the REA can only sign these once it has received a positive opinion from the FP7 Programme Committee and the Commission's selection decision.**

In parallel, the Coordinator must distribute a copy of the Grant Agreement to the other beneficiaries, along with **Form A "Accession of beneficiaries to the Grant Agreement"**. Three duly completed originals of Forms A should be signed by each beneficiary and returned to the Coordinator for the Coordinator's signature. When the Coordinator has signed all the Forms A, he/she returns one original of the Form A to the relevant beneficiary, keeps one for his/her records and sends one original to the REA at the latest 45 calendar days after the entry into force of the Grant Agreement.

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

- All beneficiaries must sign Form A to accede to the Grant Agreement.
- If a beneficiary fails to accede to the Grant Agreement, the consortium must propose a solution to the REA; for example, by reallocating the work of this beneficiary among the other participants or adding a new beneficiary. The REA 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 with the submitted 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).

6. POST NEGOTIATIONS

6.1 PRE-FINANCING

Once the Grant Agreement is in force, the REA can make the pre-financing payment to the Coordinator. It is intended to provide the beneficiaries with sufficient cash flow to carry out the first part of the project.

Pre-financing will be paid to the Coordinator within 45 days following the date of entry into force of the Grant Agreement or the start date of the project. The Coordinator can only distribute the pre-financing to the other beneficiaries, once the minimum number of beneficiaries (as specified in the work programme related to the call) have acceded to the Grant Agreement and then only to those beneficiaries which have signed Form A and acceded to the Grant Agreement.

As an indication, for projects with two reporting periods, the pre-financing amount is normally 65% of the total EU contribution minus 5% reserved for the Guarantee Fund.

More details on the Guarantee Fund are available in the Guide to Financial Issues relating to FP7 Indirect Actions:

⇒ http://cordis.europa.eu/fp7/mariecurieactions/itn-manage_en.html

6.2 APPLICABLE LAW

The EU financial contribution is a contribution from the EU research budget with the aim to implement the 7th Research Framework Programme (FP7) and it is the REA which is responsible for executing FP7 Specific Programme PEOPLE. Accordingly, the Grant Agreement shall be governed by the terms of the Grant Agreement, the EU acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other EU law and, on a subsidiary basis, by the law of Belgium⁵ (Article 9 of the Grant Agreement).

Notwithstanding the Commission's or the REA's right to directly adopt the recovery decisions referred to in the previous paragraph, the General Court, or on appeal, the Court of Justice of the EU, shall have sole jurisdiction to hear any dispute between the EU and any beneficiary concerning the interpretation, application or validity of the Grant Agreement and the validity of the decision mentioned in the second paragraph.

6.3 REPORTING

During the implementation of the Grant Agreement the consortium should submit to the REA progress reports at the end of the first and third year as well as a periodic and a final report. In addition, according to Article 7 of the Grant Agreement, each coordinator has an obligation to organise a mid-term review meeting which should be held at the mid-stage of the project (recommended between months 20 and 22 of the project). A mid-term review report must be submitted at least 30 days before the mid-term review meeting. Further information can be found in the Guidance Notes on Project Reporting for ITN Projects, available on the "**How to manage my project**" page of the Marie Curie website:

⇒ <http://ec.europa.eu/mariecurieactions>

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

7. Frequently asked negotiation questions (FAQs)

A regularly updated list of FAQs on the Marie Curie Actions is available on our website:

⇒ <http://ec.europa.eu/mariecurieactions>

Answers to commonly-occurring issues which may arise during the negotiations are given below.

Bank account: The Coordinator should establish a separate bank account in euro to allow the EU financial contribution and related interest to be identified.

Estimation of costs: The GPFs and Annex 1 require the applicants to estimate essential details of costs over the lifetime of the project in order for the REA to establish the maximum EU financial contribution and calculate its pre-financing. Interim and final payments are based on the eligible costs actually incurred and accepted by the REA.

Pre-financing (advance payments): The REA will make a pre-financing payment within the deadline indicated in Article 6 of the Grant Agreement, either 45 days following the entry into force of the Grant Agreement or 45 days after the start date of the project, except where a special clause provides otherwise.

Legal establishment prerequisite for the Grant Agreement: The REA can only offer Grant Agreements to organisations whose legal existence pre-dates the Grant Agreement signature and which are validated as legal entities by the REA.

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

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

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

Withdrawal of applicants: If one or more of the organisations which participated in the proposal wishes to withdraw while the project is under negotiation, or does not accede to the Grant Agreement after its signature, the REA will judge, in the light of the evaluators' reports, whether the withdrawing participant(s) was/were essential or not to the success of the proposed project. If the withdrawing participant is considered vital to the proposed project, the REA may suspend negotiations while the consortium finds an acceptable solution, or terminate negotiations or the Grant Agreement.

Change of Coordinator: If the REA has concerns regarding the requested management and coordination capabilities or the financial stability of the coordinator, the REA may request the consortium to choose a different coordinator from within the consortium.

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

EURAXESS: The EURAXESS website provides services and information to organisations which receive funding through the Marie Curie Actions as well as to researchers interested in becoming Marie Curie fellows. This includes information on job vacancies, researchers' rights and obligations and administrative and legal issues in different countries, such as visas.

⇒ <http://ec.europa.eu/euraxess/index.cfm>

Recruitment: The consortium should ensure an open and impartial selection procedure, as well as fair working conditions to recruited researchers. The recruitment procedure should be in line with the principles set out in the **European Charter for Researchers** and in the **Code of Conduct for the Recruitment of Researchers**. These documents can be downloaded from the EURAXESS website. Also, all Marie Curie job vacancies should be published on the **EURAXESS Jobs Portal**, a service which is free of charge:

⇒ <http://ec.europa.eu/euraxess/index.cfm/jobs/index>

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