



EUROPEAN
COMMISSION

Community Research



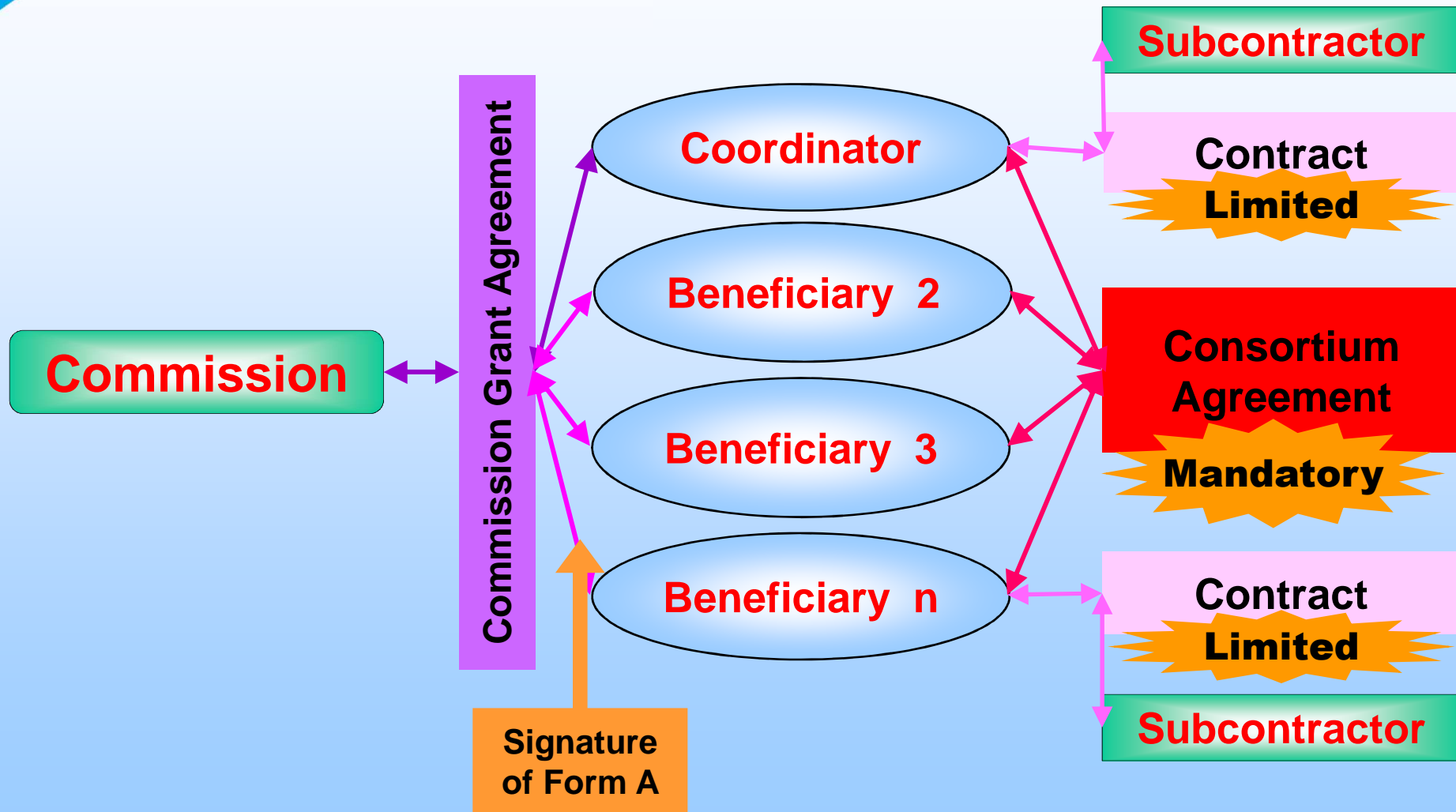
EU Requirements and Management Aspects of FP7



Charles de Chefdebien
DG RTD H.4 – Legal Officer
Brussels, 20th January 2012



Range of Agreement with the Grant Agreement (GA)





Structure of the Grant Agreement (GA)

Form C – Model of Financial Statement

Form B – Request for Accession of a
new Beneficiary to the GA

Form A – Accession to the GA

Annex II - General Conditions

Common to all
projects

Annex I - Description of Work

The Grant Agreement

The Model Grant Agreement can be downloaded from CORDIS web site



Key Features of the Project ThroughLife

- **Start Date:** 01/12/2011*
- **Duration:** 36 months
- **EU Contribution:** 2 634 570 €
- **Total costs:** 3 703 249 €

** Costs of the project can be claimed from the date, when the Grant Agreement is signed by the Commission and the partner signed Form A*



Reference Documents

1 - Grant Agreement (GA)

- Core part
- Annex I (*Description of work*)
- Annex II (*General Conditions – available on CORDIS*)
- Other specific Annexes (*adapted to each GA*)

2 - Guidance Notes (*available on CORDIS*)

- Financial
- Guidelines – Audit certification
- For Reporting
- For Reviews (*involving external experts*)
- Intellectual Property Rights (IPR)
- Check list for Consortium Agreement



Grant Agreement Core Part

Article 3 – Duration and *start date* of the *project*

Starting date: **01-12-2011** Duration: **36 months**

Article 4 – Reporting & language of reports:

The *project* is divided into reporting periods of the following duration:

- P1: from month 1 to month 18
- P2: from **month 19 to the last month** of the *project*

Any report and deliverable, when appropriate, required by this *grant agreement* shall be in English.

Article 5 – EC contribution: **2 634 570 €**



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Grant Agreement Core Part



Article 6 – Pre-financing

Pre-financing of **1.580.742 €** shall be paid to the co-ordinator within 45 days after the date of entering into force of this grant agreement.

Article 8 – Communication:

One channel of communication

For the European Commission:

RTD-TRANSPORT-Surface@ec.europa.eu

Article 11 – Entry into force of the *Grant Agreement*

After its signature by the *coordinator* and the *Commission* on the day of the last signature.



Annex II General Conditions

II.4. Reports and Deliverables

1. The **consortium** shall submit a **periodic report** to the *Commission* for each reporting period **within 60 days** after the end of each respective period, **including the last one**. The reporting shall comprise:
 - a) an overview, **including a publishable summary**, of the progress of work towards the objectives of the *project*, including **achievements and attainment of any milestones and deliverables** identified in Annex I. This report should include the **differences between work expected** to be carried out in accordance with Annex I and that actually carried out,
 - b) an **explanation of the use of the resources**, and
 - c) a **financial statement**, from each **beneficiary** together with a summary financial report consolidating the claimed *Community* contribution of all the *beneficiaries* in an aggregate form, based on the information provided in **Form C** (Annex VI) by each *beneficiary*.



Annex II General Conditions

- 2.** The *consortium* shall submit a **final report** to the *Commission* **within 60 days** after the **end of the project**. The report shall comprise:
- a) a **final publishable summary report** covering results, conclusions and socioeconomic impact of the *project*.
 - b) a report covering the **wider societal implications** of the *project*, including gender equality actions, ethical issues, efforts to involve other actors and spread awareness **as well as the plan for the use and dissemination of foreground**.



Annex II General Conditions

3. The *coordinator* shall submit a report on the **distribution of the *Community financial contribution between beneficiaries***. This report must be submitted **30 days after receipt of the final payment**.

4. **A certificate on the financial statements** shall be submitted for claims of interim payments and final payments when the amount of the *Community financial contribution* claimed by a *beneficiary* under the form of reimbursement of costs is equal to or superior to EUR 375 000, when cumulated with all previous payments for which a certificate on the financial statements has not been submitted.... (Form D - Annex VII).



Annex II General Conditions

5. The *consortium* shall transmit the reports and other deliverables **through the coordinator to the Commission via the Participant portal:**

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

In addition, Form C, **must be signed by the authorised person(s)** within the *beneficiary's* organisation, and the certificates on the financial statements and on the methodology must be signed by an authorised person of the auditing entity, and the originals shall be sent to the *Commission*.



Annex II General Conditions

6. The **layout and content** of the reports shall conform to the **instructions and guidance notes** established by the *Commission*.

7. The **reports** submitted to the *Commission* for publication **should be of a suitable quality** to enable direct publication and their submission to the *Commission* in publishable form indicates that no confidential material is included therein.

8. **Deliverables** identified in Annex I shall be submitted as **foreseen** therein.

9. The *Commission* may **be assisted by external experts** in the analysis and evaluation of the reports and deliverables.



Annex II General Conditions

II.4. Payment modalities

- **Pre-financing in accordance with Article 6**
- **The total amount of the pre-financing and interim payments shall not exceed 90% of the maximum *Community financial contribution* defined in Article 5.**

(Then final payment only when all reports are delivered and accepted)



Annex II General Conditions

II.7. Sub-contracting

- A *subcontractor* is a third party which has entered into an agreement on business conditions with one or more *beneficiaries*
- A *beneficiary* entering into a subcontract to carry out some parts of the tasks related to the *project*, it remains bound by its obligations under the Grant
- Where it is necessary for the *beneficiaries* to subcontract certain element of the work
 - only cover a limited part of the *project*
 - award of subcontracts must be duly justified in Annex I
 - Any subcontract, the costs of which are to be claimed as an eligible cost, must be awarded
 - according to the principles of best value for money (best price-quality ratio), transparency and equal treatment.



Annex II General Conditions

II.7. Eligibility of Costs

Costs incurred for the implementation of the *project* shall meet the following conditions in order to be considered eligible:

- They must be actual;
- They must be incurred by the *beneficiary*;
- They must be incurred during the duration of the *project*, with the exception of costs incurred in relation to final reports and reports corresponding which may be incurred during the period of up to 60 days after the end of the *project* or the date of termination whichever is earlier;
- They must be determined in accordance with the usual accounting and management principles and practices of the *beneficiary*.
- They must be used for the sole purpose of achieving the objectives of the *project*
- They must be recorded in the accounts of the *beneficiary*



Annex II General Conditions

II.23. Technical Audits and Reviews

The **Commission may initiate a technical audit or review at any time** during the Implementation of the project and **up to up to five years** after the end of the project.

The aim of a technical audit or review shall be **to assess the work carried out** under the project over a certain period, inter alia by evaluating the project reports and deliverables relevant to the period in question.

Such audits and reviews may cover scientific, technological and other aspects relating to the proper execution of the project and the grant agreement.



Annex II General Conditions

With respect to the **Description of Work** (Annex I)

- the **degree of fulfilment of the project work** plan for the relevant period and of the related deliverables;
- the **continued relevance of the objectives** and breakthrough potential with respect to the scientific and industrial state of the art;
- the **resources planned** and utilised in relation to the **achieved progress**, in a manner consistent with the principles of economy, efficiency and effectiveness;
- the **management** procedures and methods of the project;
- the **beneficiaries' contributions and integration** within the project;
- the **expected potential impact** in economic, competition and social terms, and the beneficiaries' plan for the use and dissemination of foreground.



Modification of the Grant Agreement

- All modifications of the Grant Agreement are made through amendments
- Authorised representative \neq LEAR



Management Costs

Management of the *consortium* activities includes:

- Maintenance of the *consortium agreement*, if it is obligatory,
- The overall legal, ethical, financial and administrative management including, for each of the *beneficiaries*, the obtaining of the certificates on the financial statements and on the methodology and costs relating to financial audits and technical reviews,
- Implementation of competitive calls by the *consortium* for the participation of new *beneficiaries*, where required by Annex I of this *grant agreement*,
- Any other management activities foreseen by the annexes, except coordination of research and technological development activities.



Intellectual Property Rights (IPR)

Summary of the arrangements for IPR under FP7

	Access rights to background	Access rights to foreground resulting from the project
For carrying out the project	Yes, if a participant needs them for carrying out it own work under the project	
	Royalty-free unless otherwise agreed before acceding to the grant agreement	Royalty-free
For use (exploitation + further research)	Yes, if a participant needs them for carrying out it own work under the project	
	Either fair and reasonable condition or royalty free-to be agreed	



Operational Aspects



Delivery of progress reports

- Within 60 days after the reporting period
- A draft annual progress report should be delivered to the Commission, reviewers and all partners 10 days before the review meeting
- Final version of the annual progress report after the review

Technical Deliverables

- Main technical report to be sent to Commission and reviewers
- A CD-ROM of all technical reports, main meeting minutes, progress reports to be sent to the Commission each year

Publications

- Publications are welcome
- They need to be agreed with the Consortium and the Commission before published (IPR rights to be respected)
- Visits to conferences must be in the interest of the project and need the agreement of the Consortium
- Missions outside of the EU need an approval by the Commission prior to the travel.



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Surface Transport Research

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Information on FP7 Cooperation:

http://cordis.europa.eu/fp7/cooperation/home_en.html

Specific information on Calls of F.P.7:

<http://cordis.europa.eu/fp7/dc/index.cfm>

Information on Commission Transport Research:

http://ec.europa.eu/research/transport/index_en.cfm

Research Inquiry Service incl. FAQ:

<http://ec.europa.eu/research/index.cfm?pg=enquiries>



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Thank you for your attention

and

Good luck for the ThroughLife project!