

SEVENTH FRAMEWORK PROGRAMME

ERC GRANT AGREEMENT N°. XXX

PROJECT TITLE [ACRONYM or SHORT TITLE]

SUPPORT FOR FRONTIER RESEARCH

The **European Research Council Executive Agency** (the "*Agency*") acting under powers delegated by the European Commission (the "*Commission*"),¹

of the **one part**,

and ((name of the legal entity hosting and engaging the principal investigator and legal form (national registration number if any)), established in (full address city/state/province/country), represented by (name of legal representative), (function), or her/his/their authorised representative, (the beneficiary),

of the **other part**

HAVE AGREED to the following terms and conditions including those in the following annexes which form an integral part of this *grant agreement* ("the *grant agreement*").

- | | |
|------------|---|
| Annex I | - Description of work |
| Annex II | - ERC General conditions – [Single beneficiary] [multi beneficiaries] as published in (Ref to English version OJ) |
| [Annex III | - ERC accession form for new and other <i>beneficiaries</i> to the <i>grant agreement</i> as published in (Ref to English version OJ)] |
| [Annex IV | - Financial statement form as published in (Ref to English version OJ)] |
| [Annex V | - a)'Terms of reference for the certificate for the financial statements' and b)'Terms of reference for the certificate on the methodology' as published in (Reference to English version of OJ)] |

Article 1 – Scope

1. The *European Union* ("*the Union*") has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called [***project title***] (the "*project*") within the framework of the *Specific Programme Ideas* and under the conditions laid down in this *grant agreement*.

Article 2 – The *principal investigator*

1. The "*principal investigator*" as defined in Annex II is (**Name, date and place of birth of the principal investigator**) [‘nationality, passport No xxxx, Id number...].

2. The *beneficiary* shall enter into a *supplementary agreement*² with the "*principal investigator*". The provisions of the *supplementary agreement*, which are not in accordance with this *grant agreement*, shall be deemed to be void for the purposes of this *grant agreement*.

¹ Commission Decision of 8/X/2008 - C(2008) 5694 final.

Together with the signed *grant agreement* the *beneficiary* shall transmit to the *Agency* a signed copy of this *supplementary agreement*.

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

The duration of the *project* shall be [insert number] months from

[OPT.: the first day of the month after the entry into force of the *grant agreement*]

[OPT.: insert fixed start date]³

[OPT.: the effective starting date notified by the *beneficiary* which must be within [insert number] months from the date the *grant agreement* enters into force] (hereinafter referred to as the “start date”).

Article 4 – Reporting periods and language of reports

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

- PA: from month 1 to month X
- PB: from month X+1 to month Y
- PC: from month Y+1 to month Z
- (...)
- [final]: from month [N+1] to the last month of the *project*

Any scientific report required by this *grant agreement* shall be in [insert language].

2. The *project* is divided into financial management reporting periods of the following duration:

- P1: from month 1 to month X'
- P2: from month X'+1 to month Y'
- P3: from month Y'+1 to month Z'
- (...)
- [final]: from month [N'+1] to the last month of the *project*

Any financial management report required by this *grant agreement* shall be in [insert language].

Article 5 – Maximum financial contribution of the *Union*

1. The maximum financial contribution of the *Union* to the *project* shall be EUR [insert **amount**] ([insert amount in words] **EURO**). The actual financial contribution of the *Union* shall be calculated in accordance with the provisions of this *grant agreement*.

2. The financial contribution of the *Union* shall be in the form of a grant to the budget as specified in the table indicating the estimated breakdown of budget included in Annex I.

² A template with minimum requirements based on the provisions in Annex II is provided by the *Agency*.

³ NOTE: In cases where the start date of the *project* is before the *grant agreement* is signed by both parties, i.e. before it has entered into force, according to Article 112 of the Financial Regulation, it is required that the *beneficiary* can demonstrate the need to start the action before the agreement is signed. In any case, the start date of the *project* cannot be prior to the submission of the proposal.

3. The bank account of the *beneficiary* to which all payments of the financial contribution of the *Union* shall be made is:

Name of account holder:

Name of bank:

Account reference: IBAN/sort code number

Article 6 – Pre-financing

1. A pre-financing of EUR [*insert amount*] (*[insert amount in words]*⁴ EURO) shall be paid to the *beneficiary* within 45 days following the date of entry into force of this *grant agreement*.
2. The *beneficiary* hereby agrees that the amount of EUR [*insert amount*] (*[insert amount in words]* EURO), corresponding to the *beneficiary's* contribution to the Guarantee Fund referred to in Article II.20 and representing [5%] of the maximum financial contribution of the *Union* referred to in Article 5.1, is transferred in its name by the *Agency* from the pre-financing into the Guarantee Fund. However, the *beneficiary* is deemed to have received the full pre-financing referred to in the first indent and will have to justify it in accordance with this *grant agreement*.

Article 7 – Special clauses

[OPT.: No special **clauses** apply to this *grant agreement*.]

[OPT.: The following special **clauses** apply to this *grant agreement*.]

Article 8 – Communication

1. Any communication or request concerning the *grant agreement* shall identify the *grant agreement* number, the nature and details of the request or communication and be submitted to the following addresses:

For the *Agency*:
European Commission
European Research Council Executive Agency / <UNIT.x>
COV2 <floor/office>
Rue de la Loi 200
BE-1049 Brussels

For the *beneficiary*:
[name of contact person]
[contact address]

2. For information or documents to be transferred by electronic means, the following addresses shall be used:

For the *Agency*

For the *beneficiary*:

⁴ NOTE: *This amount is intended to provide beneficiaries with a float in between periods and it would be agreed during negotiations. As an indication, for projects with more than 2 periods, this amount could be around 160% of the average funding per period (Average = total EU contribution / nr of periods)*"

3. In case of refusal of the notification or absence of the recipient, the *beneficiary* is deemed to have been notified on the date of the latest delivery, if notification has been sent to the addresses mentioned in paragraphs 1 and 2 and to its legal representative.

4. Any communication or request relating to the processing of personal data (Article II.13) shall be submitted, using the address(es) for the *Agency* identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of Department "Grant Management".

Article 9 – Applicable law and competent court

The financial contribution of *the Union* is a contribution from the Union research budget with the aim to implement the 7th Research Framework Programme (FP7) and it is incumbent on the *Agency* and the *Commission* to execute FP7. Accordingly, this *grant agreement* shall be governed by the terms of this *grant agreement*, the European Community and European Union acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other European Community and European Union law and, on a subsidiary basis, by the law of [*country of the seat of the authorising officer responsible under the internal rules on the execution of the general budget of the European Union*].

Furthermore, the *beneficiary* is aware and agrees that the *Commission* may take a decision to impose pecuniary obligations, which shall be enforceable in accordance with Article 299 of the Treaty on the Functioning of the European Union.

Notwithstanding the *Commission's* right to adopt directly recovery decisions referred to in the previous paragraph, the General Court or on appeal the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between *the Union* and a *beneficiary* concerning the interpretation, application or validity of this *grant agreement* and the validity of the decision mentioned in the second paragraph.

Article 10 – Application of the *grant agreement* provisions

Any provision of this part of the *grant agreement*, shall take precedence over the provisions of the Annexes and the provisions of Annex II shall take precedence over the provisions of Annex I.

The special clauses set out in Article 7 shall take precedence over any other provisions of this *grant agreement*.

Article 11 – Entry into force of the *grant agreement*

This *grant agreement* shall enter into force after its signature by the *beneficiary* and the *Agency* on the day of the last signature.

Done in two originals in [language]

For the *beneficiary* done at [insert place]

For the *Agency* done at Brussels

Name of the legal entity:

Name of legal representative:

Name of legal representative:

Stamp of the organisation (if applicable):

Signature of legal representative:

Signature of legal representative:

Date:

Date: