

## H2020 ERC SUPPLEMENTARY AGREEMENT

- For options *[in italics in square brackets]*: choose the applicable option. Options not chosen should be deleted.
- For fields in *[grey in square brackets]*: enter the appropriate data.

### SUPPLEMENTARY AGREEMENT

Grant Agreement: [insert grant agreement number and acronym]

*(To be filled out by the beneficiary and the principal investigator. This model is not mandatory but reflects a minimum of rights and obligations for the principal investigator under the H2020 ERC grant agreements. It can be supplemented by further provisions agreed between the parties, provided they are compatible with the Grant Agreement. The Agency takes no responsibility for the use of this model.)*

This ‘**Supplementary Agreement**’ is **between** the following parties:

**on the one part,**

1. ‘the *[principal<sup>1</sup>]* beneficiary’:

[full official name (short name)], established in [official address in full], represented by [...], hosting and engaging<sup>2</sup> the *[OPTION for the corresponding principal investigator in SyG: corresponding]* principal investigator

**and**

*[OPTION where the principal investigator is engaged by a third party: [full official name (short name)], established in [official address in full], represented by [...], engaging the [OPTION for the corresponding principal investigator in SyG: corresponding] principal investigator*

*and]*

**on the other part,**

2. ‘the *[OPTION for the corresponding principal investigator in SyG: corresponding]* principal investigator’:

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<sup>1</sup> The option *[principal]* applies only to Multi-beneficiary grant agreements. It has to be removed throughout the Supplementary Agreement in Mono-beneficiary grant agreements and in Multi-beneficiary Synergy grant agreements where the beneficiary hosting and engaging the concerned principal investigator is not the principal beneficiary.

<sup>2</sup> If the principal investigator is engaged by a third party, the Supplementary Agreement must be also signed by the third party, and the words "and engaging" have to be removed from this sentence since they apply if the principal investigator is engaged by the *[principal]* beneficiary.

[full name], [nationality], [passport No. XXX].

The parties referred to above have agreed to enter into this Supplementary Agreement and fully accept the provisions and terms and conditions it sets out.

The Supplementary Agreement is composed of:

## Terms and Conditions

Annex 1 Grant Agreement [insert number and acronym] and its annexes

Annex 1 Description of the action

Annex 2 Estimated budget for the action

Annex 3 Accession Forms

*[OPTION to be used if Article 14 applies and if joint and several liability has been requested by the Agency: 3a Declaration on joint and several liability of linked third parties]*

*[OPTION if the JRC participates: 3b Administrative Arrangement]*

Annex 4 Model financial statements

Annex 5 Model for the certificate on the financial statements

Annex 6 Model for the certificate on the methodology

*[OPTION for multi-beneficiary grant agreements where the parties intend to attach the internal arrangements to the Supplementary Agreement:*

Annex 2 Internal Arrangements]

## TERMS AND CONDITIONS

### ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Supplementary Agreement sets out the rights and obligations of the principal investigator in relation to the Grant Agreement [insert number and acronym], for the action [insert title of the action and acronym], which was concluded between the [principal] beneficiary and the European Research Council Executive Agency (ERCEA) ('the Agency') and to which the principal investigator is a third party.

## ARTICLE 2 — BASIC RIGHTS OF THE PRINCIPAL INVESTIGATOR

The [*principal*] beneficiary must:

- (a) take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers<sup>3</sup> — in particular regarding working conditions, transparent recruitment processes based on merit and career development— and ensure that the principal investigator, researchers and third parties involved in the action are aware of them;
- (b) provide the principal investigator with a **copy of the signed Grant Agreement**;
- (c) meet all its obligations set out in the Grant Agreement;
- (d) guarantee the principal investigator **scientific independence** in particular for the:
  - (i) use of the budget to achieve the action’s scientific objectives;
  - (ii) authority to publish as senior author and invite as co-authors those who have contributed substantially to the work;
  - (iii) preparation of scientific reports for the action;
  - (iv) selection and supervision of other team members (hosted and engaged by the beneficiary or other legal entities), in line with profiles needed to conduct the research and in accordance with the beneficiary’s usual management practices;
  - (v) possibility to apply independently for funding;
  - (vi) access to appropriate space and facilities for conducting the research;
- (e) provide — during the implementation of the action — **research support** to the principal investigator and his/her team members (regarding infrastructure, equipment, access rights, management of intellectual property rights, protection of results, products and other services necessary for conducting the research);
- (f) support the principal investigator and provide **administrative assistance**, in particular for the:
  - (i) general management of the work and his/her team;
  - (ii) scientific reporting, especially ensuring that the team members send their scientific results to the principal investigator;
  - (iii) financial reporting, especially providing timely and clear financial information;

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<sup>3</sup> Commission Recommendation 251/2005/EC of 11 March 2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers (OJ L 75, 22.3.2005. p.67).

- (iv) application of the beneficiary's usual management practices;
- (v) general logistics of the action;
- (vi) access to the electronic exchange system referred to in Article 52 of the Grant Agreement;
- (g) **inform** the principal investigator immediately (in writing) of any events or circumstances likely to affect the Grant Agreement (see Article 17 of the Grant Agreement);
- (h) ensure that the principal investigator [*OPTION for the third party engaging the principal investigator: engaged by the third party*] enjoys **adequate**:
  - (i) conditions for **annual, sickness and parental leaves**;
  - (ii) occupational **health and safety standards**;
  - (iii) **insurance** under the general social security scheme, including pension rights;
- (i) allow and enable the **transfer of the Grant Agreement** (and any part of the pre-financing of the grant not covered by an approved financial report) to a new beneficiary, if the principal investigator requests to transfer the entire action (or part of it) to a new beneficiary and provided that the objectives of the action remain achievable ('portability') (see Article 56a of the Grant Agreement)<sup>4</sup>.

### ARTICLE 3 — BASIC OBLIGATIONS OF THE [*OPTION FOR THE CORRESPONDING PRINCIPAL INVESTIGATOR IN SYG: CORRESPONDING*] PRINCIPAL INVESTIGATOR

The [*OPTION for the corresponding principal investigator in SyG: corresponding*] principal investigator must:

- (a) [*OPTION by default and for the corresponding principal investigator in SyG: supervise the scientific and technological implementation of the action [OPTION for the other principal investigators in SyG: supervise the scientific and technological implementation of their part of the action and contribute to the overall proper implementation of the action]*];
- (b) [*OPTION by default and for the corresponding principal investigator in SyG: assume the responsibility for the scientific reporting for the [principal] beneficiary and contribute to the financial reporting [OPTION for the other principal investigators in SyG: contribute to the scientific and financial reporting of the [principal] beneficiary]*];

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<sup>4</sup> Under the Grant Agreement it is the obligation of the [*principal*] beneficiary to submit a substantiated request for amendment.

- (c) respect the commitment on the time to be spent on the action as described in Annex 1 of the Grant Agreement and the commitment on the time to be spent in the EU or in an associated country as foreseen in the relevant ERC work programme;
- (d) apply the *[principal]* beneficiary's usual management practices;
- (e) **inform** the *[principal]* beneficiary **[OPTION for SYG: and, where applicable, [OPTION for SYG multi-beneficiary: his/her beneficiary and] the other principal investigator(s)]** immediately of any events or circumstances likely to affect the Grant Agreement, such as:
- a planned transfer of the action (or part of it) to a new *[principal]* beneficiary (see Article 56a of the Grant Agreement);
  - any personal grounds affecting the implementation of the action;
  - any changes in the information that was used as a basis for signing the Supplementary Agreement;
  - any changes in the information that was used as a basis for awarding the grant;
- (f) ensure the **visibility of EU funding** in communications or publications and in applications for the protection of results (see Articles 27, 28, 29 and 38 of the Grant Agreement);
- (g) uphold the intellectual property rights of the *[principal]* beneficiary during the implementation of the action and afterwards;
- (h) maintain **confidentiality** as provided for in Article 36 of the Grant Agreement;
- (i) for a transfer of the action (or part of it) to a new *[principal]* beneficiary:
- propose to the *[principal]* beneficiary **[OPTION for the other principal investigators in SyG multi-beneficiary: and, where applicable, to his/her beneficiary]** (in writing) to what extent the action will be transferred and the details of the transfer arrangement;
  - **[OPTION for the corresponding principal investigator in SyG: when the transfer is done by (one of) the other principal investigator(s), verify that the principal investigator has informed [OPTION for SYG multi-beneficiary: his/her beneficiary and] the principal beneficiary];**
  - provide a statement to the *[principal]* beneficiary **[OPTION for the other principal investigators in SyG multi-beneficiary: and, where applicable, his/her beneficiary]** with the detailed results of the research up to the time of transfer;

- (j) allow the Agency, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) to exercise their rights under Articles 22 and 23 of the Grant Agreement also towards him/her.

## **ARTICLE X — ADDITIONAL PROVISIONS CONCERNING INTELLECTUAL PROPERTY**

*(This provision could include further arrangements as regards intellectual property rights (in particular the access to background, the use of results, the provision of open access to publications and – where applicable – research data, publicity and confidentiality, etc.) These provisions must be compatible with the Grant Agreement and with the employment conditions of the principal investigator.)*

## **ARTICLE X — ADDITIONAL PROVISIONS CONCERNING CONFIDENTIALITY**

*(This provision could include further arrangements as regards confidentiality. These provisions must be compatible with the Grant Agreement.)*

## **ARTICLE X — ADDITIONAL PROVISIONS CONCERNING [...]**

## **ARTICLE X — FINAL PROVISIONS**

### **X.1 Interpretation of the Supplementary Agreement**

The Grant Agreement takes precedence over the Supplementary Agreement. Nothing in the Supplementary Agreement may be construed to contradict the Grant Agreement. The provisions of the Supplementary Agreement which contradict the Grant Agreement are null and void.

The Grant Agreement and the Supplementary Agreement take precedence over the Internal Arrangements. Nothing in the Internal Arrangements may be construed to contradict these Agreements.

### **X.2 Applicable law**

The Supplementary Agreement is governed by the law of [name of country]<sup>5</sup>.

### **X.3 Dispute settlement**

Disputes arising from this Supplementary Agreement must be settled before the competent [name of country]<sup>6</sup> courts.

## **SIGNATURES**

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<sup>5</sup> It is up to the parties to choose the applicable law they wish. Normal practice is to choose the law of the country of the beneficiary. It is the parties' responsibility to check that the Supplementary Agreement is compatible with that law.

<sup>6</sup> It is up to the parties to choose the jurisdiction they wish. Normal practice is to choose the jurisdiction of the country of the beneficiary.

Grant Agreement number: [insert number] [insert acronym] [insert call identifier]

H2020 templates: ERC Supplementary Agreement: V1.3 – 30.04.2018

For the [principal] beneficiary:

For the **[OPTION for the corresponding principal investigator in SyG: corresponding]** principal investigator:

date      signature                  stamp                  date                  signature

Done at [name of place] in two originals, in English

**[OPTION for the third party engaging the principal investigator<sup>7</sup>:**

**For the third party engaging the [OPTION for the corresponding principal investigator in SyG: corresponding] principal investigator:**

*date      signature                  stamp]*

HISTORY OF CHANGES		
VERSION	PUBLICATION DATE	CHANGE
1.0	10.09.2014	Initial version.
1.1	20.12.2014	Minor changes in the header and colours. Addition of versioning table
1.2	11.05.2015	Deletion of synergy options. Deletion of brackets for the term "engaging" for third parties employing the PI. Addition of Footnotes 1,2 and 7.
1.3	30.04.2018	Insertion of synergy options

<sup>7</sup> When the principal investigator is engaged by a third party, please note that the Supplementary Agreement must be also signed by the third party