



EUROPEAN RESEARCH COUNCIL

## Guide for ERC Grant Holders

PART I

### GENERAL GUIDANCE NOTES

Starting and advanced grants

Version 1 – 24/06/2008

**Disclaimer:** This Guide aims to assist grant holders, whether individual researchers or host institutions, in managing the ERC grants. It is provided for information purposes only and its contents are not intended to substitute consultation of the relevant legal sources or the necessary advice of a legal expert, where appropriate. Neither the Commission nor any person or body acting on its behalf can be held responsible for the use made of this text.

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

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

Please consult the Cordis website regularly for any updated version of the present Guide



EUROPEAN  
COMMISSION

FP7 Specific Programme  
IDEAS



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## FOREWORD BY THE ERC PRESIDENT

*European Research Council (ERC) grants support the work of outstanding independent scientists and scholars, of any nationality, carried out in Europe or the countries associated with the 7<sup>th</sup> Framework Programme. Successful applicants to the ERC grants have faced stiff competition, and made proposals of exceptional quality. When awarded these prestigious grants, they become ERC grant holders and are expected to commit their best efforts to the proposed research programme, and to handle financial and other resources diligently.*

*ERC grants require host institutions to provide suitable conditions and to guarantee the scientific independence of Principal Investigators (PIs). This means that the PIs choose their co-workers, decide on the evolving directions of their work, re-allocate resources as necessary and publish their scientific results independently and without restrictions. The grants are portable. At the same time PIs commit themselves to scientific integrity and to honour the rules of the host institution.*

*The present Guide for ERC Grant Holders provides practical guidance to Principal Investigators on how to manage their ERC grant. The Guide describes the principles of the ERC Model Grant Agreement and its main management requirements.*

*The Guide for ERC Grant Holders is accompanied by a more comprehensive "Reference manual on financial management and administration of the ERC grants". The Reference manual is intended to assist the host institution in providing administrative and financial support to the Principal Investigator and his/her team and in meeting their mutual obligations, including cost claims, and scientific and financial reporting.*

*The Guide takes into account the Scientific Council's wish to simplify rules and procedures for Principal Investigators and grant holders, consistent with the principles of flexibility and simplicity and with the demands of the creative process intrinsic to frontier research.*

*Fotis C. KAFATOS*

*ERC President and Chairman of the ERC Scientific Council*

## PURPOSE OF THE GUIDE

This Guide for ERC grant holders provides practical guidance to awarded investigators, as well as to their host institutions in managing the European Research Council (ERC) grants funded by the European Community budget within the framework of the FP 7 "Ideas" Specific Programme<sup>1</sup>.

Many principal investigators (PI) and host institutions (HI) already know the system of the EU grants in the field of research. This Guide attempts to underline the specific nature of the ERC grants, management and procedures, in comparison with the general FP 7 Model Grant Agreement.

It highlights the role of researchers, notably PIs and is accompanied by a "Reference manual on financial management and administration of the ERC grants" (so called Reference Manual).

The Guide as a whole describes principles and requirements governing the ERC grants and provides:

- (1) recommendations and detailed advice on how projects will be monitored,
- (2) information on how project costs are claimed,
- (3) reporting guidance (both scientific and financial), as well as
- (4) an explanation of procedures for changes and amendments in a grant agreement.

Part I – *General Guidance Notes* aims at providing grant holders, in particular PIs, with key information about their role in the ERC grant agreement.

Part II - *Reference manual* addresses the rights and obligations of the HIs and provides details in particular on the financial management of the grants and amendments as HIs are expected to support researchers with administrative aspects of their projects. The approach adopted for the Guide is modular and allows readers to select parts of particular interest to them by following relevant hyperlinks.

The Guide may be updated, revised and amended as a result of the experience gained and decisions taken during the lifecycle of the ERC grants.

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1 This Guide is based on the rules and conditions contained in the legal documents relating to the 7th European Union Framework Programme for Research and Development (FP7) (in particular the Seventh Framework Programme, Specific Programmes, Rules for Participation, Work Programmes and the ERC Model Grant Agreement), all of which can be consulted via the ERC and CORDIS web-sites. The Guide does not supersede those documents which are legally binding.

## 1. ERC MODEL GRANT AGREEMENT VERSUS THE GENERAL FP7 MODEL GRANT AGREEMENT

The Model Grant Agreement which governs the ERC grants differs in several respects from the general FP7 Model Grant Agreement. Grant holders are advised to carefully read the ERC Model Grant Agreement and its Annexes (C (2007)1625, 16/04/2007; [http://cordis.europa.eu/fp7/calls-grant-agreement\\_en.html#ideas\\_ga](http://cordis.europa.eu/fp7/calls-grant-agreement_en.html#ideas_ga)), which establish the legal framework for the project's funding and administration<sup>2</sup>.

The formal parties to the ERC grant agreement are, on the one hand, the ERC-DIS<sup>3</sup> and, on the other hand, the beneficiary (the HI).

The ERC Model Grant Agreement was developed to be used, to a large extent, within the financial structure of the HIs.

To facilitate the work of the HIs in management of the ERC grant, the ERC MGA is based on the FP7 general Model Grant Agreement. Only when it is necessary to accommodate the specific nature of the ERC grants does the text depart from the FP7 general Model Grant Agreement<sup>4</sup>.

There is one ERC MGA for both single-beneficiary and multi-beneficiary projects. To accommodate multi-beneficiary projects, a special clause (n° 30) is inserted under *Article 7* of the ERC MGA. Both, a single-beneficiary and a multi-beneficiary version of the General Conditions and Accession Forms are also available to grant holders.

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2 Grant holders' attention is also drawn to the definitions of terms used in the ERC MGA which are explained in Article II. 1 of the ERC MGA Annex II – General Conditions.

3 The Guide uses the term "Commission" to refer to the European Commission in its capacity as one of the European institutions. The abbreviation ERC-DIS refers to the body implementing the FP 7 "Ideas" Specific Programme under which the ERC grants are awarded.

4 This applies in particular to articles 2 and 4 of the ERC Model Grant Agreement, and articles II.2, II.3, II.4, II.15, II.16, II.33 and II.34 (resp.II.35 and II.36 for multi-beneficiaries version) of the General Conditions – ERC MGA Annex II

Figure 1 – Comparison between ERC MGA and general FP 7 MGA provisions

ERC MGA ("Ideas")	General FP 7 MGA (other FP7 Specific Programmes)	Titles to be consulted through the Guide
Investigator-driven frontier research projects ("bottom-up" approach)	Pre-established research directions	
Research teams (can also be a project with investigators from multiple institutions without a requirement of a consortium agreement)	Principally consortia agreements	<a href="#">1.1</a>
Independent PI	No equivalent	<a href="#">1.2</a>
Organisation/institution hosting the PI for the duration of the ERC grant agreement = legal entity = beneficiary signing a Supplementary Agreement with the PI	Coordinator	<a href="#">1.3</a> and <a href="#">1.4</a>
Portability of the project	No equivalent	<a href="#">1.5</a>
Upper EC (European Community) funding limit –up to 100% of total direct eligible costs (with a flat rate of 20% for indirect costs)	Different upper EC funding limits depending on legal status and activity  Co-funding for research activities	<a href="#">1.6</a>
Parallel, separate streams of scientific and financial reporting	Linked streams of reporting	<a href="#">1.7</a> Part II – Financial Issues; Reporting Requirements
Intellectual Property Rights – usually royalty-free access rights	Either royalty-free or under fair and reasonable conditions to be agreed among partners	<a href="#">1.8</a> Part II – Intellectual Property Rights

Specific features of the ERC MGA, as shown in the table above, are explained in more detail in Titles [1.1](#) to [1.8](#) below.

### 1.1. Research team

In the ERC MGA, a research team consists of a PI and other individual team members as appropriate. PI and team members can be of any age and nationality, and the team's composition may be national or trans-national. The concept of the research team is fundamentally different from that of a traditional

“network” or “research consortium”, and proposals of the latter type are not acceptable under the "Ideas" programme.

If a research team is located in a single institution – the project is called a single-beneficiary project configuration. The ERC MGA has been established based on that assumption.

However, where it has been foreseen in the proposal and accepted by the evaluation Panel, the research team may also involve members from other research institutions in the same or a different country, including non-EU third countries. This is called a multi-beneficiary project configuration.

In both single and multi-beneficiary projects, the ERC MGA stipulates that the beneficiary or beneficiaries must ensure that the PI fulfils his /her role of an independent scientific manager and that his/her team members are provided with all necessary support. The beneficiary hosting and employing the PI must also conclude a Supplementary Agreement (see [1.4](#) below) with him/her in order to guarantee the minimum requirements for the project implementation. Ideally, the PI should enjoy the freedom of selecting his/her co-workers as members of the project's team and have full authority to decide on the allocation of tasks necessary for the success of the project.

In the Advanced Grants scheme, where a project is grounded in knowledge and skills from more than one discipline, a PI may, in exceptional cases, identify members of his/her individual team, who are active in these disciplines, as co-investigators. This is intended to allow extra support for proposals combining knowledge and skills from more than one discipline and is referred to as a co-investigator project. The PIs and co-investigators must be based in the EU or associated countries<sup>5</sup>.

The participation of any additional beneficiary or co-investigator, especially from non-EU countries, is carefully assessed and only permitted if it represents an added value from the scientific perspective.

## **1.2. Principal Investigator**

The PI is the project's lead researcher. His/her name is explicitly mentioned under *Article 2* of the ERC Grant Agreement. He/she can be of any age and nationality. However, his/her HI must be located in an EU Member State or a country formally associated with FP7. In order to be eligible for a grant, the PI must be an independent investigator.

Independence implies that the PI has the authority to:

- Apply for funding independently of any colleagues;

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<sup>5</sup> Associated countries are: Croatia, Iceland, Israel, Liechtenstein, FYR of Macedonia, Norway, Serbia, Switzerland, and Turkey. From 1 January 2008 Albania and the Republic of Montenegro are Associated Countries as well. Other countries may become associated to EU's Seventh Research Framework Programme. The latest news will be posted on the CORDIS and ERC website.

- Direct the project, manage the research funding and make appropriate resource allocation decisions, including personnel being part of the project's team;
- Select and supervise team members, including research students or others (in case of interdisciplinary projects identify co-Investigators - see Title [1.1](#) above);
- Publish as senior author and invite as co-author only those who have contributed substantially to the reported work;
- Have access to reasonable space and facilities for conducting the research.

In addition, the PI should be free to make scientific decisions within the scope of the accepted proposal, including changes in research strategies and specific objectives. However, any adjustments concerning objectives should not fundamentally change the character of the funded project (see Title [1.7](#) and Part II – Financial Issues) but build on experience gained during the project, and any new developments in the field of research concerned.

Although the HI is the formal, legal beneficiary of the grant, ERC-DIS communicates with the PI, and addresses the invitation letter<sup>6</sup> to the PI to start the preparation of a grant agreement on the basis of the fixed maximum European Community financial contribution. ERC-DIS does not fund any costs related to the preparation of the grant agreement, even if the fixed start date of the project is prior to the date that the grant agreement enters into force.

ERC grants are included in the specific programme "Ideas" budget, which is spent in accordance with the EC Financial Regulations and controlled accordingly (see Titles [1.6](#) and [1.7](#) below as well as Part II of the Guide – *Reference manual*).

### **1.3. Host Institution**

For the purposes of an ERC MGA, the PI must be supported by an established HI, which is in a position to receive funds from the European Community. In other words, the grant is awarded to the HI under the condition that a formal commitment is made by the HI to provide the PI with the appropriate scientific and administrative environment to conduct the research. This is referred to as the "applicant legal entity" for the ERC MGA, i.e. the formal beneficiary of the grant.

HI can be any legal entity (public or private), which has the infrastructure and capacity to carry out a frontier research project, such as a university, a research organisation or a private company performing research. It must be situated in the European Union or in an FP7 Associated Country. It may also be an International European Interest Organisation. It is recommended that the bank account included in the ERC grant agreement (i.e. the bank account of the beneficiary – HI) be used exclusively for handling the project funds. Specific

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<sup>6</sup> The invitation letter is sent by the ERC-DIS to the PI with copy to the HI. The additional information to the ERC-DIS (via the GPF) is prepared by the HI with specific awareness of the PI.

performance obligations of the beneficiary are described in detail under Chapter 5 of Part II – Financial Issues.

The HI hosts and engages the PI for the duration of the grant and commits itself to the PI's independence and to provide administrative support in managing the ERC research grant. This commitment is stated in a Supplementary Agreement between the PI and his/her HI (see Titles [1.2](#) and [1.4](#)). It is expected that the HI will contribute to the success of the PI and his/her project.

If however the PI finds that the conditions for ensuring this success are not met, he/she may decide to invoke the provisions related to the "portability" of the grant described in the Supplementary Agreement (see Title [1.4](#) and [1.5](#) below).

#### **1.4. Supplementary Agreement**

The Supplementary Agreement provides the legal basis for the formal relationship between the PI and the HI for the duration of the grant. It describes their respective responsibilities and must be fully consistent with the provisions of the Grant Agreement. The Supplementary Agreement<sup>7</sup> is mandatory for all ERC projects. It should be regarded as a document representing an added value for the PI complying with his/her needs in implementing the project. It should be negotiated in this sense by the PI and the HI.

The HI (beneficiary) must provide the ERC-DIS with a copy of the signed Supplementary Agreement, together with the signed Grant Agreement. A template<sup>8</sup> with minimum requirements for a Supplementary Agreement is provided at the following address: [ftp://ftp.cordis.europa.eu/pub/fp7/docs/fp7-lga-tsa\\_en.pdf](ftp://ftp.cordis.europa.eu/pub/fp7/docs/fp7-lga-tsa_en.pdf)

The Supplementary Agreement should be seen as a guarantee that the project will be developed under the scientific guidance of the PI, in accordance with provisions of the description of work in the Grant Agreement (Annex I to the ERC MGA) and that the beneficiary recognises the central role of the PI in the ERC grants.

#### **1.5. Portability**

It is expected that the PI will remain with the original HI for the duration of the funded research project. However, ERC grants are portable and it is acknowledged that in some cases the PI may wish to move to another institution during the course of the project. The aim of this option is to encourage research institutions to offer constantly improving conditions to the best researchers.

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7 Such agreements do not affect the rights of the ERC-DIS arising from the Grant Agreement and the corresponding obligations of the beneficiaries with regard to the ERC-DIS.

8 An advance copy or a draft version of the Supplementary Agreement must be transmitted to the ERC-DIS together with the Grant Preparation Forms (GPF).

Portability of the grant and of the project will in general be allowed and subject to explicit acceptance by the ERC-DIS. The PI submits his/her request for portability to the initial HI in a timely manner, accompanied by a justification and an alternative proposal. Relocations are expected to be the exception rather than the rule. However, the request for transfer of the Grant will be made by the HI to the ERC Executive Agency; The HI (*beneficiary*) shall submit a substantiated request for amendment to the GA or notify the *Commission* in case of its objection to the transfer.

Should transfer of the grant be agreed by the ERC-DIS, i.e., by means of a formal written amendment of the original ERC Grant Agreement, the original HI is expected to transfer remaining funds other than those that have already been consumed to the new HI. The original HI is expected to take all reasonable steps to transfer equipment and other purchases made for the benefit of the project without undue delay so that the aims and the research project can be resumed without significant delays.

If more than one institution had received funding from the ERC for the project, only that part of the grant that is assigned to the HI of the PI – the principal beneficiary - is transferable (unless otherwise agreed with the other institutions/beneficiaries).

### 1.6. Direct and indirect costs - upper funding limit

An ERC grant can cover up to 100% of the total eligible direct costs of the research as well as a contribution towards indirect costs (overheads). This contribution towards indirect costs shall be reimbursed by a flat rate of 20% of the total eligible direct costs<sup>9</sup>. The costs which can be covered by an ERC grant are summarised in the box below.

**Figure 2 – Eligible and non-eligible costs in ERC projects**

<p><b>Direct eligible costs</b> are those which support all aspects of the research, management, training and dissemination activities necessary for the conduct of the project, such as:</p> <ul style="list-style-type: none"> <li>• Personnel Costs;</li> <li>• Equipment Costs;</li> <li>• Consumables;</li> <li>• Travel and Subsistence Costs;</li> <li>• Publication Costs (page charges, open access charges and related fees for publication of results).</li> </ul>
<p><b>Indirect eligible costs</b> are those which cannot be identified as directly attributable to the project, but which are incurred in direct relationship with the project's direct eligible costs, such as:</p> <ul style="list-style-type: none"> <li>• Costs related to general administration and management;</li> </ul>

<sup>9</sup> For this calculation, the amount of the total direct eligible costs excludes

1. the direct eligible cost for subcontracting;
2. the cost of reimbursement of resources made available by third parties, which are not used on the premises of the beneficiary.

- Costs of office or laboratory space, including rent or depreciation of buildings and equipment, and related expenditure such as water, heating, electricity;
- Maintenance, insurance and safety costs;
- Communication expenses, network connection charges, postal charges and office;
- Supplies;
- Common office equipment such as PC's, laptops, office software;
- Miscellaneous recurring consumables.

**Non-eligible costs** such as the ones below, cannot be reimbursed through the ERC grant:

- Any identifiable indirect taxes, including VAT or duties;
- Interest owed;
- Provisions for possible future losses or charges;
- Exchange losses;
- Costs declared, incurred or reimbursed in respect of another Community project;
- Costs related to return on capital;
- Debt and debt service charges;
- Excessive or reckless expenditure.

Normally, an ERC grant covers all eligible costs of a project. Eligible costs must meet specific conditions (see Part B, Title 1, II.14 of Annex II of the ERC MGA (General Conditions): they must be 'actual' (real) and must be incurred in the course of the project and for its sole scientific aims. However, it is possible, that specific cost items are covered partially or in full by the HI or other funding sources.

The actual project costs claimed should be presented in line with the HI's own accounting rules (see Part II - Titles I and II). Funding is always conditional upon compliance with the ERC MGA.

### 1.7. Reporting and payments

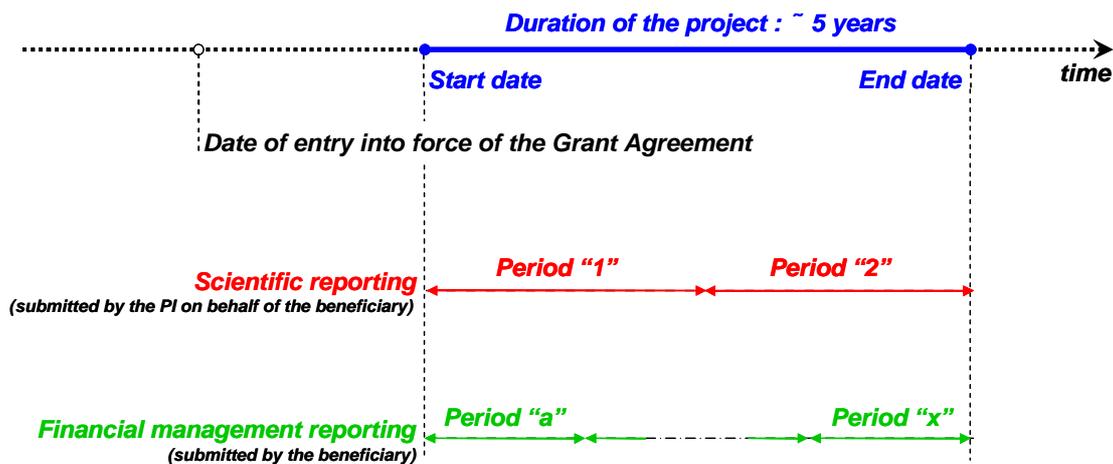
When formulating the ERC MGA, the aim was to provide grant holders with lighter and simpler reporting structure, in comparison with the general FP7 MGA, focusing on research outcomes whilst being in full accordance with the EC Financial Regulation and the Implementing Rules.

Consequently, under *Article 4* of the ERC MGA, an ERC frontier research project is divided into two parallel reporting streams. Scientific reporting may occur less frequently whereas financial reporting is required more often for payments to be made (see [Figure 3](#) below).

The critical principle of the ERC grants is that although only properly established legal entities (HI) are the grant's beneficiaries, the PIs have the prime authority to direct the project, manage the research funding and make appropriate resource

allocation decisions as agreed between the PI and his/her HI in the Supplementary Agreement. HIs are responsible for the spending of the European Community' funding received in the form of an ERC grant.

Figure 3 – ERC project and grant life cycle



The scientific and financial reporting deadlines are to be defined under the above-mentioned *Article 4* of the ERC MGA. Scientific reports are to be submitted by the PI on behalf on the HI; the financial management reports by the HI in consultation with the PI. This approach distinguishes the ERC projects from any other FP 7 projects and Grant Agreements.

The PI is expected to carry out the project as described in the Grant Agreement but the research plan or even the scientific strategy can be revised and expenditures reallocated (e.g. staff, equipment, and consumables), provided the research performed is still in line with the original scientific or scholarly objectives. When appropriate, the HI and the ERC-DIS may have to agree on these changes in the form of a relevant amendment to the signed grant agreement (see chapter 3 below and Part II – Title IV). The procedure for approval of reports is described in detail under Title I, Chapter 7 of Part II – *Reference manual*.

### 1.7.1. Scientific Reporting

PIs are required to send a periodic scientific report (typically at project's mid-term) and a final scientific report to the ERC-DIS. These reports inform the ERC on progress and scientific achievements as well as publications made as specific outputs from the project (see Title II, Part II). Full details on the organisation of scientific reviews will be available on the CORDIS website at a later date.

The scientific reports may be considered by a scientific review panel convened by the ERC-DIS, which may also involve site visits. The review panel will make recommendations as to the future course of the project.

### 1.7.2. Financial management reporting

The HI is required to send periodic financial management reports justifying the use of any expenditure, and to observe the time schedule for reporting defined in the

signed ERC grant agreement. Declarations of costs exceeding a cumulative total of € 375 000 must be accompanied by a certificate on financial statements (see Annex Vb of the ERC MGA). Where the project involves more than one legal entity,, the HI being a principal beneficiary must provide a consolidated cost claim.,.

### 1.7.3. Payments

Grants are paid in several instalments. An advance payment (known as a "pre-financing") is made within a maximum of 45 days following the date of entry into force of the ERC grant agreement<sup>10</sup>.

The pre-financing occurs once and remains the property of the European Community until the last payment. It aims at guaranteeing adequate funds for the start of a project (see Part II – Financial Issues; Chapter 1 – The Community Financial Contribution). Interim payments are made on the basis of actual expenditure for each financial management reporting period.

The total amount of the pre-financing and the interim payments will not exceed 90% of the total ERC grant. The final payment will be made following the last financial management reporting period taking into account any adjustment needed.

For a detailed description of the payment modalities and the forms to be used, please consult *Article 6 of the ERC MGA* and Part II of this Guide – Titles I *Financial Issues*, and II *Reporting Requirements and Forms*.

It should be also noted that the Seventh Framework Programme foresees a Guarantee Fund for all grantees under the specific programmes. The Guarantee Fund is a novel, mutual benefit instrument establishing solidarity among participants in the FP 7 indirect actions. Its prime objective is to cover the financial risks incurred by the Communities and the participants during the lifetime of projects. The Fund remains the property of the beneficiaries that contribute indirectly to the Fund: the Commission/ERC-DIS subtracts 5% of the maximum Commission/ERC-DIS contribution in the project from the pre-financing amount and transfers it, in the name of the beneficiaries, to the Guarantee Fund (see Part II – *Reference manual*, Title I, Chapter 4).

## 1.8. Intellectual Property Rights

Intellectual property rights (IPRs) matter in all phases of a project and are a core part of a project's success. Part C of the ERC MGA Annex II – General Conditions covers the issue of the IPRs, use and dissemination.

While the IPR provisions contained in the ERC MGA are similar to those of other FP7 projects, there are nevertheless a number of differences, in particular regarding access rights (cf. *Article 51.1 of Rules for Participation*). Specific conditions applicable to access rights for ERC projects are presented in the table below.

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<sup>10</sup> The date of the entry into force is the actual date of the last signature by the "applicant legal entity" and the ERC-DIS (whichever is the last).

**Figure 4 - Specific conditions applicable to access rights for ERC projects.**

		Access rights to background and foreground
For implementing the project →		
For use purposes	For use in further research →	Royalty-free
	For other use purposes (exploitation, ...) →	Royalty-free, unless otherwise agreed in the grant agreement

ERC attaches great importance to dissemination issues as it enables peers in the relevant area to learn from each others' experience and good practice. The ERC has a role in informing the general public and/or policymakers of the results of the research work. A strategy to disseminate and exploit project results should be developed under each ERC grant. This should pay due regard to applicable local and national regulations and the rules regarding intellectual property rights described in detail in the ERC Grant Agreement and explained in the FP7 Guide related to the IPRs.

## 2. STRUCTURE OF THE ERC GRANT AGREEMENT

**Figure 5 – ERC MGA structure**

<u>Core Grant Agreement</u>	
Prepared by the Commission/ERC-DIS <sup>3</sup> in consultation with ERC grant holders – PIs and HIs	Lists a number of standard provisions e.g. the name of the HI and of the PI, the duration of the project and the allocated grant as well as the reporting periods. If needed, specific legal provisions can be introduced under <i>Article 7</i> on a case by case basis, by means of predefined special clauses <sup>11</sup> .
<u>Annex I - Description of Work</u>	
Prepared mainly by PIs	Describes the work to be undertaken by the project as established by the PI. Includes an indicative breakdown of the budget.
<u>Annex II - General Conditions</u>	
Supplied by the Commission/ERC-DIS	Defines obligations of the parties to the grant agreement. This Annex is not, under any circumstances, subject to amendments.
<u>Annex III - Accession Form</u>	
Supplied by the Commission/ERC-DIS	Used in a multi-beneficiary configuration by beneficiaries other than the one hosting the PI, to accede to the ERC Grant Agreement.
<u>Annex IV - Model of Financial Statement</u>	

<sup>11</sup> The provisions of special clauses supersede the standard provisions of the Core Grant Agreement and those of the General Conditions (art.10 of the ERC MGA)

Supplied by the Commission/ERC-DIS	Particularly relevant to the beneficiary.
<u><a href="#">Annex Va - Terms of reference for the certificate on the methodology</a></u> <b>(It is the other way around- ANNEX V-A Form is the- Terms of reference for the certificate of financial statements)</b>	
Supplied by the Commission	See above.
<u><a href="#">Annex Vb - Terms of reference for the certificate of financial statements</a></u> <b>ANNEX V-B Form – Terms of reference for the certificate on the methodology</b>	
Supplied by the Commission	See above.

### 3. AMENDMENTS TO THE ERC GRANT AGREEMENT

An amendment to an ERC grant agreement is a legal act modifying the commitments accepted by the parties and which may result in new rights or impose new obligations. It allows the parties, which are in the case of the ERC grants the HI and ERC-DIS, to modify the grant agreement during its lifetime.

As a general rule, an amendment is necessary whenever the grant agreement has to be modified. This is typically the case for any change of the data included in the core part of the grant agreement and for changes of its Annex I – Description of work. Requests for changes to any of the standard provisions, notably annexes which were the subject of a Commission Decision may not be accepted.

There is no single amendment document. Amendments are made through exchange of letters between parties to the grant agreement<sup>12</sup>. The content of letters must clearly demonstrate the agreement of all parties. The request for amendment must thus be clear, unambiguous, and complete and must enclose the supporting documents justifying the modifications proposed if necessary.

The grant agreement may be affected by other type of changes, which may be communicated to the ERC-DIS by letter. These letters inform the parties about circumstances, which may affect the implementation of the GA, but which do not depend on the agreement of the parties, and that do not require an amendment, for example a change of legal name, address etc.

For further details on amendments, please consult general FP7 relevant guidelines, and Part II of the Guide *Reference manual* – Title IV.

### 4. FINAL REMARKS

#### 4.1. Publicity to the ERC grantees

ERC-DIS may publish factual information on projects which it supports financially. This could include the name of the PI and of the HI, the project's objectives, the

<sup>12</sup> The legally authorised representative of the formal parties to the grant agreement: ERC-DIS and HI will sign the amendment (either the request or the acceptance).

amount of funding awarded, the location of the project and the project reports. However, in well justified cases, the HI may request that the ERC-DIS does not make this information public.

#### 4.2. Acknowledging ERC support

Whenever data and achievements resulting from ERC-funded research are published (such as in journals, patents, presentations, etc.), the PI should highlight the ERC's/European Community financial support under the FP7.

This may imply a written acknowledgment and/or the inclusion of the ERC logo and the European emblem as stated in the ERC MGA.

The European emblem and the ERC logo may be downloaded as image files from: <http://erc.europa.eu/index.cfm?fuseaction=page.display&topicID=128>.

#### 4.3. Further Information

General information and key documents are available on the **ERC website** at <http://erc.europa.eu> and CORDIS at <http://cordis.europa.eu>. The website also includes 'Frequently Asked Questions'.

A general **ERC Helpdesk** is also available and accessible via the Europe Direct Contact Centre at <http://ec.europa.eu/research/index.cfm?pg=enquiries>.

**Information events** (seminars, conferences, exhibitions) on the ERC or with participation of ERC speakers are published on the ERC website (see Title 'Events').

As with other parts of the FP7, National Contact Points (ERC NCPs) have been set up across Europe by the national governments to provide information and personalised support to ERC applicants and grantees in their native language. The mission of the ERC NCPs is to raise awareness, inform and advise on ERC funding opportunities and grants' management. For details on the ERC NCP in your country please consult the ERC website at <http://erc.europa.eu/index.cfm?fuseaction=page.ncpList>

#### 4.4. How to find out more

This Guide outlines the essential features of the ERC Grant Agreement. PIs and HIs will however, in the course of the grant, need to be familiar with the ERC MGA in more detail. For this reason more specific information on financial issues, reporting requirements, intellectual property rights and amendments are presented in the Part II - *Reference manual on financial management and administration of the ERC grants*, which follows and should be read in conjunction with the legal documents.

Please note that the *Reference manual* text refers to the relevant articles of the ERC MGA and for ease of reference is presented in the order of those articles. Finally, Part II includes a table of contents and an index in order to facilitate any search.