EPFL Administrative and Financial Management Rules for European Projects Funded by the Seventh Framework Programme (FP7)

- Collaborative project (CP)
- European Research Council (ERC)
- Marie-Curie (MC)
- Coordination Support Action (CSA)
- Joint Technology Initiative (JTI)

LEX 3.1.5

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The Direction of the Ecole polytechnique fédérale de Lausanne hereby adopts the following:

Preamble

The purpose of drafting these rules is to update and clarify certain practices and processes adopted by EPFL in the Post Award phase of the European Commission (EC) in any of the following projects funded by the 7th Framework Programme (FP7):

- Collaborative Projects (CP)
- European Research Council (ERC)
- Marie-Curie (MC)
- Coordination Support Action (CSA)
- Joint Technology Initiative (JTI)

Apart from the amendment of the Directives issued by EPFL on research contracts and the transfer of technologies (DSCRRTT), which entered into force in 2009, but did not take effect until 01.07.2010 for European projects, and the introduction of the Grants Office on 16.09.2009 and the Research Office on 01.09.2013, some important decisions taken by the EPFL administration have necessitated the updating of the management rules, namely:

- authorising the Vice-President of Research and the Director of Research Affairs to affix the institutional signature to the project instead of the professor/project manager;
- implementing a consistent practice of time keeping;
- continuing the practice of a guaranteed rate until 31.12.2017 for the following European project categories in progress:
  - Projects in progress, commenced before 06.09.2011 including certain projects with rates approaching 1.50;
  - Projects commenced after 06.09.2011 with a guaranteed rate of 1.20;
  - Projects commenced after 15.01.2015 with a guaranteed rate of below 1.20.
- covering VAT (non-eligible direct cost) through the total contribution by the EC before the apportionment of the overhead pursuant to DSCRRTT.

The areas covered by this document specifically concern the institutional signature, time keeping, opening funds, financial reporting, exchange rates, VAT, expense eligibility, and document management.

The Pre Award phase, which begins with the submission and preparation of the contract and finishes with the confirmation of the award, is not dealt with in this document. The Research Office (research.office@epfl.ch) in its role as a support, advisory and supervisory body, are entirely responsible for this phase.

The Vice-President for Research is responsible for the entire process from pre-award to post-award, and is assisted in the latter by the responsibilities and expertise of the various stakeholders, the laboratories and the central services involved.

All terms designating functions apply to persons of either gender.

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1 Unlike the pre-award phase, which includes the application submission and contractualisation
2 Or a person with the delegation to sign on his/her behalf
3 Decision taken by the Direction on 8th February 2016
Chapter 1  Financial Management (Budget and Accounting)

Article 1  Setting up the fund

Since 15.3.2010, the setting up of a fund by the Financial Service (SF) for a project has been subject to prior entry in the Grants database (DB) (http://grants-db.epfl.ch) of all the items in the application and related agreements. In other words, the SF will not set up a fund until all the documents have been deposited in electronic form and the project data have been provided (sum awarded, budget, start and end dates, etc.). Requests to set up a fund received by internal mail are no longer admissible.

Article 2  Fund accounts

1 In order to satisfy the regulatory requirements stipulated by the EC for the financial management of projects and to facilitate management by the Units, the accounts for each project are kept with the help of two separate funds, established on the basis of the data entered in the Grants DB:
   
   • a project fund: this records all the expenses relating to the project (salaries, trips, consumables, etc.);
   
   • a cash fund: the application of the guaranteed exchange rate has necessitated the setting up of a fund that records the cash advances and other accounting entries for this project.

2 If EPFL acts as the coordinator of a multi-beneficiary project, a “Management” fund is created. This is a technical fund into which the EC contribution is paid for the benefit of all project partners. The amount is distributed to partners proportionally according to the budget allocation or instructions in the CA within 30 days following the payment.

3 Indirect costs are spread between the School, the faculty and the laboratory upon reception of payment from the European Commission or coordinator by EPFL. The amount of the overhead returned to the laboratory is paid into the Unit’s “reserve” fund as soon as possible following allocation.

4 The funds that are set up are numbered as follows:
   
   • Project Fund: 587300 to 587599
   
   • Cash Fund: 577000 to 577999

Article 3  Procurement of funds

1 Funds are procured in instalments, with an initial pre-financing that typically occurs 3 months after the beginning of the project. The pre-financing generally amounts to around 45% of the total amount of an FP7 project, 65% of a Marie Curie project and 35% of an ERC project. The interim payments are dependent on the financial reporting (see chap. 4).

2 Allowing for a guaranteed contribution of 5% and a retention fund of 10%, the sum received before the end of the project must not exceed 85% of the contribution awarded, and the final payment will not be made until the final reports are accepted by the EC.

4 Adapted on 1st January 2017 in order to comply with the IPSAS accounting regulations.

5 Example of a chart of accounts – See Annex 3
Article 4  

Budget allocation

1 Because the overhead actually received is 20\%\textsuperscript{6}, the budget allocated to the "project fund" for effective use by the Unit is a fraction of the direct costs, namely, 5/6 of the total amount of the project.

2 Example for an FP7 project: if the direct costs of the projects allocated by the budget are in theory € 400K, the EC will reimburse 75\% of such costs (i.e. 0.75 * € 400K = € 300K) to which it adds 60\% overhead (0.6 x € 300K = € 180K), i.e. a total of € 480K. The overheads that are actually available and distributed between the Unit, the Faculty and the School are thus € 80K, or 20\% of the direct costs, in other words, the balance after deduction of the direct costs that are allocated to the Unit.

Article 5  

Project fund

1 The management of the grant is confined to the project fund.

2 The budget for the direct costs is converted into Swiss francs at the applicable exchange rate for EUR/CHF upon the final signature by the Grant Preparation Forms GPF, and constitutes a ceiling for the expenditure guaranteed in Swiss francs. This amount will be visible in the finance Infocentre and will provide information about the available balance (budget minus the cost to date) for the project at any given moment.

3 When two or more EPFL Units participate together in a project, but with a single PI with respect to the EC, each Unit will receive its own project fund. Each Unit will be able to produce individual financial statements. However, the consolidated financial statement with all related project funds as required by the EC will have to be established manually with the support of the SF.

Article 6  

Cash fund

1 The cash fund (Fonds de trésorerie) is a technical fund that shows:

   - deposits from the EC recorded at the guaranteed exchange rate;
   - reimbursement of direct but non-eligible costs, such as VAT;
   - entries for the overhead apportionment\textsuperscript{7}.

2 The cash fund enables the fund manager to monitor deposits, but not to make any withdrawals (salaries or other expenditure) generated by the fund manager.

3 At the end of the project, the positive or negative discrepancy ascertained in the cash fund that is a result of the deposits at the guaranteed exchange rate and the actual expenditure (transfers to the project fund), is compensated by the SF from a central fund.

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\textsuperscript{6} For Collaborative Projects, the actual overhead received is 20\%, considering that 75\% of the RTD direct costs, 50\% of the DEMO direct costs and 100\% of the Management and Other direct costs (no overheads for subcontracting work) are reimbursed. Furthermore, the overheads for the other types of projects are as follows: ERC 20\%, Marie-Curie 10\%, CSA 7\%, JTI depending on the initiatives.

\textsuperscript{7} Pursuant to the Appendix of the Financial rules and regulations (LEX 5.1.1), 10\% of the overheads are allocated to the Unit, 20\% to the faculty to which the Unit belongs, and 70\% to EPFL's general receipts.
Article 7  Allocation of overhead

On each reporting date (at the intervals stated in the contract), the SF will determine the amount of overhead to be allocated (according to the non-eligible costs ascertained) and will pay the Unit’s share to its overhead fund.

Article 8  EUR/CHF exchange rate

The benchmark EUR/CHF exchange rate for preparing the budgets and contractual documents is determined by the SF, which duly informs the Research Office. This exchange rate is likely to be adjusted every three months in principle by the SF, in accordance with market trends and available hedging opportunities.

Article 9  VAT

VAT is a direct, albeit non-eligible cost. It is thus covered by the total contribution by the EC and the SF, firstly allowing for the deduction and the allocation of the overhead.

Chapter 2  Administrative and financial management rules of European projects at EPFL

The purpose of this chapter is to reiterate some of the European Project regulations. EPFL’s regulations for the depreciation of scientific equipment are also reiterated. Additional information on the eligibility of certain costs has also been added, such as travel, hospitality expenses, and machine time.

Section 1  Accounting and depreciation of scientific equipment

Article 10  Accounting rules for project equipment

1 A piece of equipment for a research project may be reimbursed by the EC, provided the PI declares it in the Description of Work (DoW) as 100% dedicated and charged to the said project. In this case, a piece of equipment is depreciated linearly at 100% of its value throughout the project, albeit for a minimum period of 3 years. All major equipment should accordingly be purchased at the beginning of the project, since it starts to depreciate on the date the equipment is put into operation. If the period of depreciation goes beyond the date of termination of the project, the non-depreciated value will be payable by the Unit concerned.

2 All the expenditure for a piece of equipment must be debited from the fund that has been set up for the project in question. In all cases, the beneficiary of the fund must comply with EPFL’s acquisition procedures and place its orders with the Research Office (REO).

3 All other provisions, in particular the partial financing of a piece of equipment via the FP7 or ERC fund, must be stipulated in the preparation of the initial budget, or no later than when the Grant Preparation Forms (GPF) are finalised and with the backing of the Research Office.
Article 11   Depreciation rules for equipment
On 1\textsuperscript{st} January 2015, EPFL adopted the IPSAS accounting principles. The eligibility and depreciation rules are as follows\(^8\):

- \(< \text{CHF 10,000.00} \): Any acquisition below \text{CHF 10,000.-} (including Taxes) is considered to be an expense that is chargeable to the financial year – i.e. it may be charged only once during the project;
- \(> \text{CHF 10,000.00} \): Upwards of this limit, the period of depreciation for equipment intended for research is determined in the following manner:
  - 3 years for IT equipment (i.e.1/3 of its value p.a.),
  - 5 years for scientific equipment (linearly);
- The duration of the depreciation of equipment with a value over CHF 1 million (VAT included) depends on the duration of the maintenance contract. In such a case, please contact sf.fonds@epfl.ch.
- The start of depreciation is set according to the date on which the equipment is put into operation as stated on the inventory sheet;
- For special cases, the Research Office and the SF will consult with each other to establish specific rules on a case-by-case basis, depending on the type of investment.

Section 2   Direct costs

These are costs that require a demonstrated relationship with the project. They must be incurred during the course of the project, except in the case of costs related to the preparation of the final financial report (which can be completed up to 60 days after the project’s conclusion).

Article 12   Subcontracting

1. Subcontracting expenses must have been foreseen and included in the “Description of Work” section of the budget.

2. An honorarium can generally be considered subcontracting.

3. Any subcontracting activity not mentioned in the Description of Work will not be reimbursed by the Commission. Any a posteriori request to cover subcontracting costs must be approved by the coordinator and the Project Officer. The budget modification that results must be submitted to the Research Office. In the event that reimbursement by the Commission is not sufficient to cover direct costs, the Unit is financially responsible for the difference.

Article 13   Travel

1. As a general rule, travel for those individuals whose salary is charged to the project, for the PI and for key individuals indicated in the “Description of Work” can be charged to the project.

2. A person paid at 100\% by one EU grant cannot travel for another EU project.

3. For other members of a Unit who could possibly travel in the context of an EU project, relevance of the travel with the project must be clearly demonstrated.

\(^8\) Depreciation rules modified during the “2017 Reorganisation” revision of Polylex on 1\textsuperscript{st} January 2017.
4 In all cases, supporting documents must be presented at the time of reporting or if audited (meeting minutes or proof of participation in a conference associated with the project).
Article 14  Computer and equipment time (Temps machine)
As a general rule, only those individuals who are salaried by a European project can charge computer or equipment usage time to the project.

Section 3  Indirect costs and ineligible costs

The following expenses can in general not be considered as direct costs, and thus cannot be paid for by the project funding.

Article 15  Hospitality costs
1  Meals and coffee breaks are only paid for if they occur during working sessions. Evening meals in town are not permitted.
2  Off-campus dinners are not generally considered direct costs. They are indirect costs that can be covered by the School, according to established guidelines.
3  In certain cases, in particular for coordinators, these dinners can be considered direct living expenses and included in direct costs, if all the following conditions are fulfilled:
   •  The list of participants in the meal is attached to the restaurant receipt, and on this list, each participant indicates that he or she received no reimbursement from his or her institution;
   •  The list of diners corresponds to the list of meeting participants;
   •  The cost of the meal must be reasonable to be taken into consideration as living expenses;
   •  These expenses are generally planned for under “Description of Work”.

Article 16  Other indirect costs and ineligible costs
The following non-exhaustive list mentions other costs that cannot be charged on a project fund:
   •  Expenses incurred recruiting a candidate (cf 3.2.5);
   •  Fees for cancelling a trip;
   •  Extramural activities for the Unit (farewell dinner, group outings, …);
   •  All expenses incurred prior to the start of the project;
   •  Desktop computers, laptops, mobile phones, tablets, unless they are specifically included as equipment in the "Description of Work";
   •  Expenses incurred by another project partner must in general be paid for by the budget allocated to him/her;
   •  TVA is an ineligible cost and will be deducted from the project fund by the SF.

Chapter 3  Management of Human Resources

In order to comply with the general conditions stipulated by the EC, EPFL has adapted certain documents that form an integral part of the contract of employment and/or the documentation
that is designed to monitor the performance of each employee in terms of time keeping in particular.

**Section 1  Time keeping**

**Article 17  Administration**

1. The manager of a European research project or mandate funded by the Seventh Framework Programme must attach EPFL’s declaration of 1st March 2012 on “Time keeping within the framework of research projects and mandates”\(^9\) to the contracts of employment for persons involved in the project and is required to abide by its principles. This declaration is based on the Commission of the European Communities' recommendation of 11\(^{th}\) March 2005 concerning the European Charter for Researchers and a Code of Conduct for the Recruitment of Researchers.

2. For the purpose of this declaration, EPFL does not make a distinction – as far as PhD candidates, assistants and scientific staff are concerned - between the periods that are devoted to research and those that are reserved for the development of teaching and research skills and expertise. EPFL and its donors will, however, ensure that the contribution to teaching remains within limits that are in keeping with the objectives of the personal development of the researchers concerned and will not under any circumstances prevent them from conducting their research activities in accordance with the agreed programme and within the framework of the corresponding budget.

3. This means that when it is necessary to justify the financial outlay actually devoted to a research project and the salaries paid by the corresponding loans or grants, EPFL requires the person concerned to calculate the full days and, where applicable, the half days, worked on this project. Responsibility for checking this calculation rests with the head of the Unit. A centralized record of absences is sufficient for personnel paid 100\% by a European project. If there is no centralized attendance keeping in a Unit, “Working Days Reports” must be established.

4. This calculation is recorded in the working days report and must be drawn up on a monthly basis, throughout the project, and co-signed by the person concerned and by the person in charge of the project and the corresponding funds\(^10\). If a person works on more than one project, a calculation for each project is required. It is, however, advisable to allocate staff to only one single project at any given time. Although it is possible to enlist a maximum of three staff members, this practice of multiple charging must be confined to exceptional circumstances.

5. A working days report is not necessary if the salary of the employee concerned is paid in full by a single project, regardless of his/her contractual working time. However, the Unit must be in a position to provide records of the absences of its employees, upon request.

6. During the preparation of the working days report, allowance will be made for the fact that a "person-month" is on average, and as a general guideline, equivalent to 18 full days of work on a project, after deduction of the entitlement to holidays and public holidays, and allowing for the average rate of absenteeism for medical reasons.

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9 EPFL Declaration on time keeping - See Annex 4
10 It is incumbent on the line manager to ensure that the contractual documents as well as the working days reports are prepared on an ongoing basis and are not antedated.
Moreover, due to unexpected events and the unpredictable nature of scientific research, it is only possible to base the initial budget, as submitted for the application or as initially defined in the contract, on an estimated number of person months that are necessary to complete the project and its/their Work Packages (WP). The person in charge of the project and the corresponding funds will be able to balance any allocations between the project and Work Packages a posteriori, albeit within the limits of the budget. The scientific and technical reports on the project are the only justification.

The time keeping calculation described above is necessary to prepare the reporting for the Project Periodic Report or the Periodic Financial Management Report, regardless of involvement by external auditors. Time recording in relation to research projects is to be completed using the EPFL Chronos tool. This must be completed in parallel with the reporting obligatory to all EPFL staff members in the absence management application (https://absences.epfl.ch).

Working Days Reports: scenarios

<table>
<thead>
<tr>
<th>Situations</th>
<th>WDR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collaborator paid 100% by 1 EU project</td>
<td>No(^1)</td>
</tr>
<tr>
<td>Collaborator paid 80% by 1 EU project + 20% on 1 SNSF project</td>
<td>Yes: WDR-2 projects</td>
</tr>
<tr>
<td>Collaborator with a fix-term contract of 60%, paid entirely by 1 EU project = FTE (full time equivalent)</td>
<td>No(^1)</td>
</tr>
<tr>
<td>Collaborator paid at 50% on budget A, 30% on 1 EU project and 20% on another third-party grant</td>
<td>YES: WDR-3 projects</td>
</tr>
</tbody>
</table>

\(^1\) If the Unit doesn’t have a centralized attendance record, the WDR-1 project must be completed on a monthly basis.

Section 2  Employment contracts and job descriptions

An HR checklist has been prepared in order to formalise the hiring and monitoring process for a person who is hired within the framework of European projects. It specifies all the records that must be included in the contractual documents which must be signed or initialled at various levels to ensure conformity. The said documents form part of the personal file of the employee hired.

\(^1\) The involvement of external audits depends on the value of the project, but whenever the accumulated costs exceed 375 k€ or a multiple of this sum (except for JTI projects).
\(^2\) Between 1\(^{st}\) January 2016 and the implementation of Chronos, time recording in relation to research projects shall be completed using the REO Excel sheet.
\(^3\) In accordance with the regulations of LEX 4.1.4
\(^4\) Checklist HR - See Annex 5.
Article 18  Principles and fixed-rate salary conditions

Doctoral and post-doctoral research assistants are hired at fixed-rate EPFL salaries, corresponding to the annual increases. The basic fixed rate may be adjusted from year to year. The annual increment allows for the relevant experience and compensation for inflation, it represents approximately 4.0% of the basic salary of postgraduate assistants. Whereas postgraduate assistants are always hired according to the basic fixed rate, the salary of post-doctoral research assistants may in exceptional circumstances be increased by 1 to 3 increments, based on their years of experience, in order to ensure equal treatment in relation to other post docs at the School.

Article 19  FP7 employment contracts, excluding Marie-Curie

The standard bilingual contract provided by EPFL containing the conditions described under art. 18 above applies to all personnel hired for the Collaborative Projects, ERC, CSA and JTI type European projects. In order to facilitate their management, multiple contracts are avoided by employing these persons full time (100%) for the aforementioned projects, with the exception of technical or administrative personnel who may be hired on a part-time basis. The post docs category is remunerated as stated above, on the basis of EPFL’s fixed salary rates, with an increment as the salary is paid 13 times a year.

Article 20  FP7 Marie-Curie employment contracts

1 The standard bilingual contract provided by EPFL containing the conditions described under art. 18 above applies to all personnel (post-docs and postgraduate assistants) hired for Marie-Curie type European projects. In order to facilitate their management, multiple contracts are avoided by employing these persons full time (100%) for the aforementioned projects. These persons are remunerated on the basis of EPFL’s fixed salary rates, with an increment as the salary is paid 13 times a year.

2 This approach ensures equal treatment within the institution and observance of the financial rules. In fact, the latter require an adjustment at the end of the period, in line with euro exchange rate trends. The fixed-rate system invariably solves the problem of continuous fluctuation of the exchange rate of the European currency.

3 The following applies to projects that foresee allowance disbursements:

- The travel allowance is paid annually to the researcher and must go through the human resources department. This allocation must be charged to the appropriate Marie Curie fund;
- The career exploratory allowance is considered salary. If at the end of the project the salary paid is lower than the sum of basic living costs, mobility costs and the career exploratory allowance, compensation will be made to the grant recipient, according to the final balance sheet. The Unit will request this compensation from human resources. Final adjustments are made using the Euro exchange rate in vigour at the end of the period. In the event that the initial allocated budget is overrun, the responsibility rests first with the research Unit and secondarily with the faculty.

15 Employment contract - See Annex 6
A clause incorporated into the employment contract ensures that the beneficiary receives the contractually stipulated amount at the end of the period by setting the fixed-rate salary as the minimum remuneration.

For a Marie Curie IOF grant recipient, this contractual clause is only applicable in the “return phase.” During the “outgoing phase,” the recipient is paid the Marie Curie salary stipulated in the budget (living + mobility allowances), converted into Swiss francs at the exchange rate guaranteed by the project by the VPFI. In certain Marie Curie IIF grants, a “return phase” is also possible. These situations must be examined on a case by case basis by the Research Office.

In a Marie Curie IOF grant, the employment contract must be accompanied by a “Researcher Agreement.”

In addition, a “Partnership Agreement” must be concluded between EPFL (signatory of the European contract) and the institution where the grant recipient will be working during the outgoing phase. This agreement governs issues related to intellectual property, payment of bills, and other such matters.

**Article 21 Internship, scholarship personnel**

Salaries for internship and scholarship can be claimed as eligible within a European project only if the following conditions are satisfied:

- Active attendance at EPFL is duly recorded through the HR processes and through timekeeping within the involved Unit and following the rules given in art. 18 (similar conditions as PhD and PostDocs from the same Unit);
- The internship or scholarship contribution is explicitly acknowledged in an internship report and/or in the scientific report(s) and resulting publication(s).

**Article 22 Hiring costs**

Costs incurred to hire personnel are not considered as direct costs and therefore cannot be charged to the project fund, except for ERC if the hiring process occurs during the project.

**Article 23 Job description**

1 Every employee has a job description that describes the research project. Pursuant to the EPFL declaration of 01.03.2012, there is no distinction whatsoever between the periods that are devoted to research and those that are reserved for the development of teaching and research skills and expertise (cf. art. 17 – Time keeping).

2 An additional signature is required from the personnel manager to ensure accuracy.

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18 Job description - See Annex 7.
Chapter 4 Reporting

Article 24 Deadlines
As was the case with the FP6 projects, a Periodic Project Report is also required at regular intervals, depending on the conditions that are stipulated in the Grant Agreement (typically 12 months for Collaborative projects and 18 months for ERC projects). In both cases, the Project Officer (or the Project Coordinator if a project has several partners) sends a notification by letter 15 days before the end of the period under review. The deadline for submitting the reporting is 60 days after the end of the period under review.

Article 25 Documents to be provided
1 Upon receipt of this notification, the Research Office immediately sends a preparation checklist to the PI/Unit, stipulating all the documents to be collected, i.e. for each employee working on the project:

- Employment offers made to collaborators directly recruited to work on the project;
- Employment contracts dated and signed by the representatives of the employer and the employee;
- Job description dated and signed by representatives of the employer and the employee;
- Salary changes/deductions/amendments to the contracts dated and signed;
- Working days report, dated and signed by the professor in charge and by the collaborator, in the event that the salary is charged to more than one fund at a time;
- A centralized attendance keeping system, such as absences.epfl.ch, completed on a monthly basis, signed by the head of the Unit;
- If no centralized attendance keeping system is in place, Working Days Reports must be established for every employee paid by the European project, and will serve as an attendance record.

2 Moreover, the PI/Unit also ensures that all the accounting documents that are relevant to the project are correctly filed under the appropriate fund to enable the SF to prepare the Financial Statement.

This report is then used to generate the Form-C via the Research Participant Portal online application by the PI.

Article 26 Process for validating the financial statement and Form-C
1 Form C must accurately depict the financial statement for the project. To this end, it is essential to enter all the fund accounts in the correct period in the knowledge that apart from the mandatory audits commencing from a certain project value, the School is subject to regular audits ordered by the EC. These audits can occur any time in the five years following conclusion of the project. If fund accounts have been entered in the wrong period, the SF must be informed.

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19 The employment contracts and the job description must tally with each other, be up-to-date and comply with EPFL’s rules on hiring personnel.
20 Adapted on 1st January 2017 in order to comply with the new procedure (IPSAS and electronic signatures).
2 Compliance with Form-C is verified by the SF.

3 The SF validates Form-C based on the project’s financial statements and the summary of expenditure (internal financial report). This validation enables project-related transactions to be entered in the accounts.

Chapter 5 External Audits

Article 27 Practices

If the accumulated amount of funds requested from the start of the project exceeds € 375K or a multiple of this amount, the EC will require an external audit to be conducted for both the FP7 and the ERC projects (except for certain JTI projects). In this case, the following additional documents, signed by the Vice-President for Research and bearing his/her letterhead, must be produced and co-signed by the Unit Manager/PI concerned and then sent to the external auditors, who are chosen and instructed by the Direction:

- Terms of Reference (Lettre d'engagement): Letter confirming EPFL’s appointment of an external audit firm;
- Representation Letter (Déclaration d’intégralité): letter to the audit firm confirming the specific details of EPFL’s declarations;
- A draft of Form-C must be drawn up and presented during the audit, to be signed only after the approval of the Project Officer, or for ERC projects, the auditors.
Chapter 6  Final provisions

Article 28  Entry into force

1 These rules shall enter into force on 27th June 2012, version 2.3 status as at 12th March 2018.
2 They cancel and replace the version dated 24th November 2011.

On behalf of the EPFL Direction:

Martin Vetterli  
President

Susan Killias  
General Counsel
Annex 1 – Documents required for periodic reporting
(2 Pages)

$t = -45$ days Preliminary announcement to Unit/PI of upcoming reporting deadline
$t = -15$ Official reporting deadline announcement to Unit/PI
$t = 0$ Start of the reporting preparation phase (60 days in total)
$t = +5$ Delivery of reporting documents, according to table below
$t = -15 \text{ à } 0$ Update and control of financial statements
$t = -15 \text{ à } +14$ Control of HR, timekeeping, financial documents
$t = +15$ Financial closing
$t = +21$ Financial statement available for Form-C
$t = +24$ End of detailed controls for documents to be delivered to external auditors (PwC)
$t = +25 \text{ à } +30$ External auditors at EPFL, meeting with Unit/PI, transmission of Draft Form-C and the signed version of the Terms of Reference (Lettre d’engagement)
$t = +35$ Validation of Draft Form-C by external auditor with email notification to the SF.
$t = +45$ Transmission of final and signed Form-C (SF & PI) and Representation Letter (Déclaration d’intégralité) to external auditors
$t = +50$ Return of final reports signed by the external auditors incl. electronic version in PDF format to the SF.
$t = +60$ Final documents sent by EPFL (SF) to EC
<table>
<thead>
<tr>
<th>Type of document</th>
<th>Editing/ preparation</th>
<th>Signature 1</th>
<th>Signature 2</th>
<th>Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employment Contract (HR)</td>
<td>Lab/HR</td>
<td>HR responsible</td>
<td>Employee</td>
<td>t=+1 at the latest</td>
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<tr>
<td>Job description (HR)</td>
<td>Lab/HR</td>
<td>HR responsible</td>
<td>Employee</td>
<td>t=+1 at the latest</td>
</tr>
<tr>
<td>Mutations/ salary cancellations /changes in contract</td>
<td>Lab/HR</td>
<td>Hierarchical superior</td>
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</tr>
<tr>
<td>Working days report</td>
<td>Lab</td>
<td>PI</td>
<td>Researcher</td>
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<tr>
<td>Financial Statement Report</td>
<td>SF</td>
<td>SF</td>
<td>PI</td>
<td>t=+21 at the latest</td>
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<tr>
<td>Form-C</td>
<td>SF/Lab</td>
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<td>PI</td>
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</tr>
<tr>
<td>Terms of reference/Lettre d'engagement</td>
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<td>/</td>
<td>PI</td>
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</tr>
<tr>
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<td>SF/Lab</td>
<td>/</td>
<td>PI</td>
<td>t=+24 at the latest</td>
</tr>
</tbody>
</table>
Annex 2 – Matrix of responsibilities

REO – Research Office
SF – Financial Service (Head of Finance)
PI – Principal Investigator (Scientist)
LEAR – Legal Entity authorized rep
DAR – Research Affaires
PC – Project Coordinator
EC – European Commission
FAR – First authorized rep

<table>
<thead>
<tr>
<th></th>
<th>Proposal setup, part. A (budget)</th>
<th>Proposal setup, part. B (scientific)</th>
<th>GPF</th>
<th>DoW</th>
<th>GA / Form A</th>
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</thead>
<tbody>
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<td>PI, PCA</td>
<td>PI, PCS</td>
<td>PI, PCA</td>
<td>PI, PCS</td>
<td>EC (via Coordinator or Project Officer)</td>
</tr>
<tr>
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<td>PI</td>
<td>PI</td>
<td>PI, FAR</td>
<td>PI, FAR</td>
<td>PI, FAR</td>
</tr>
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<td>REO</td>
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<td>REO</td>
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</table>

<table>
<thead>
<tr>
<th></th>
<th>Certificate on the financial statement (si audit externe)</th>
<th>Consortium Agreement (si applicable)</th>
<th>ERC Supplementary Agreement (si applicable)</th>
</tr>
</thead>
<tbody>
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<td><strong>Responsible</strong></td>
<td>PwC</td>
<td>PI</td>
<td>REO</td>
</tr>
<tr>
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<td>PEO, PI</td>
<td>REO, PI</td>
</tr>
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<td><strong>Consulted</strong></td>
<td>SF</td>
<td>REO</td>
<td>REO</td>
</tr>
<tr>
<td><strong>Informed</strong></td>
<td>VPR</td>
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<td>VPR</td>
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</table>
Annex 3 – Example of charts of accounts (in French) (3 Pages)

Données du projet
- Budget en EUR 480'000
- Budget en CHF 720'000 au taux de change de 1.50
- Budget en CHF du projet (coûts directs) 600'000
- Overhead théorique 120'000

1 Saisie du budget alloué pour les coûts directs
2 Préfinancement
3a Dépenses de la période 1 : salaires, consommables, voyages, etc.
3b TVA inéligible transférée transaction par transaction sur un fonds central (période 1)
3c Compensation de la TVA inéligible (période 1)
   (200'000 x 20%) – 1’185 = 38’815
4a Répartition de l’OH part unité : 3’882
4b Répartition de l’OH part faculté : 15’526
4c Répartition de l’OH part centrale : 19’407
5 Paiement intermédiaire
6a Dépenses de la période 2
6b TVA inéligible transférée transaction par transaction sur un fonds central (période 2)
6c Compensation de la TVA inéligible (période 2)
7 Répartition de l’OH. Base de répartition : (dépenses x taux d’OH) – TVA inéligible.
   (250'000 x 20%) – 1’400 = 48’600
7a Répartition de l’OH part unité : 4’860
7b Répartition de l’OH part faculté : 19’440
7c Répartition de l’OH part centrale : 24’300
8a Dépenses de la période 3
8b TVA inéligible transférée transaction par transaction sur un fonds central (période 3)
8c Compensation de la TVA inéligible (période 3)
9 Répartition de l’OH. Base de répartition : (dépenses x taux d’OH) – TVA inéligible.
   (150’000 x 20%) – 600 = 29’400
9a Répartition de l’OH part unité : 2’940
9b Répartition de l’OH part faculté : 11’760
9c Répartition de l’OH part centrale : 14’700
10 Paiement final
11 Mise à 0 du fonds projet
12 Compensation du fonds de trésorerie
### Fonds projet

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<td>6a</td>
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### Fonds trésorerie

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<td>6c</td>
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### Fonds OH labo

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</tr>
<tr>
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<tr>
<td></td>
<td>11’682</td>
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</table>
### Fonds OH faculté

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<tr>
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<td></td>
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<tr>
<td>E</td>
<td>11'760</td>
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### Fonds OH central

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</tr>
<tr>
<td></td>
<td>58’407</td>
</tr>
</tbody>
</table>
Annex 4 – HR Checklist for European contracts

CHECK LISTE RH pour les Contrats de recherche européens

- A remplir par les Assistant(e)s Ressources Humaines (ARH) pour contrôle de la complétude et l'exactitude du dossier envoyé :
  - à la collaboratrice / au collaborateur
  - aux autorités décisionnelles

Préambule
Cette check liste permet de formaliser le processus d'engagement et de contrôle pour toute personne engagée dans le cadre des projets européens. L’ensemble des documents mentionnés ci-dessous font partie des documents contractuels et sont signés, voire visés à différents niveaux pour en assurer la conformité.

Cette check liste fait partie des contrôles clés figurant dans :
- le dossier personnel de la collaboratrice/du collaborateur engagé
- auprès de la DAR
- dans un classeur spécifique auprès des ARH

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<td></td>
</tr>
<tr>
<td>Date de naissance :</td>
<td></td>
</tr>
<tr>
<td>Fonction :</td>
<td></td>
</tr>
<tr>
<td>Intitulé du projet ERC :</td>
<td></td>
</tr>
<tr>
<td>Faculté, Institut et unité :</td>
<td></td>
</tr>
<tr>
<td>Taux d’activité :</td>
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</table>

<table>
<thead>
<tr>
<th>Documents</th>
<th>Signatures/visas</th>
<th>Dates</th>
<th>visa ARH</th>
<th>Remarques</th>
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<tr>
<td>Déclaration</td>
<td>Doyen de la recherche</td>
<td>13.09.2010</td>
<td>Envoi en annexe au contrat</td>
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<tr>
<td>Contrat</td>
<td>Professeur chef de personnel collaboratrice/teur</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description de fonction</td>
<td>Professeur Collaboratrice/teur Visa Chef Pers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time keeping</td>
<td>Professeur Collaboratrice/teur</td>
<td></td>
<td>Manuel, conservé auprès de l'Unité</td>
<td></td>
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</tbody>
</table>

Document complet pour classement [ ] Date : Visa ARH :

VPL/SF / VFAA-DAR 24 Version 27.06.2012
Annex 5 – Sample Employment Contract

Employment contract to be adapted for Marie Curie grant recipients


2) Marie Curie IOF. Ce contrat est établi en conformité avec les dispositions “Marie Curie Research Training Network”. Le salaire annuel brut sera adapté au forfait EPFL pour la phase de retour (return phase). La convention annexée (Researcher Agreement) fait partie intégrante du présent contrat.

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The French text in the annex is a sample translation of the English text. The original is in French and the sample translation is intended to be used as a reference by the EPFL for the translation of the Contract of Employment for Marie Curie grant recipients.
Annex 6 – Sample Job Description – Specifications

Position à plein temps:

- Contribution aux recherches dans le cadre du projet:

  Projet « N° », « Acronyme », « Titre ... »

  d + i

  d + i

1) La directive de l’EPFL fait foi concernant les obligations du titulaire liées à l’école doctorale et qui ne sont pas en lien avec son activité professionnelle
2) Par sa signature, le titulaire s’engage à respecter les exigences du bailleur de fonds quant à la répartition du temps de travail
Annex 7 – Sample Form-C

This is an example that may change slightly depending on the type of project.

<table>
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<th>Funding scheme:</th>
<th>Collaborative project:</th>
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</thead>
<tbody>
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<td>[Project Name]</td>
<td>[Funding Scheme]</td>
<td>[Collaborative Project]</td>
</tr>
</tbody>
</table>

**Project Timelines:**
- Start: [07/03/2009]
- End: [31/03/2010]

**3rd Party Legal Name:** [ÉCOLE POLYTECHNIQUE FÉDÉRALE DE LAUSANNE]

**3rd Party Framework Code (FP7):** [999973971]

**Funding % of RTD activities:** [75.00]

**1. Declaration of eligible costs/percentage of total costs on unit (A x G):** [75.00]

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<th>Demonstration (B)</th>
<th>Management (C)</th>
<th>Other (D)</th>
<th>Total (A+B+C)</th>
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</thead>
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<td>45,467.72</td>
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<tr>
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<td>0.00</td>
<td>0.00</td>
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<tr>
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<td>0.00</td>
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</tr>
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<td>0.00</td>
<td>0.00</td>
<td>72,774.35</td>
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</table>

**2. Requested EC contribution:** [54,561.25]

**3. Declaration of receipts:**

- Did you receive any financial transfers or contributions in kind, free of charge from third parties or did the project generate any income which could be considered a receipt according to Art III.1 of the grant agreement? (If yes, please state the amount in €)

**4. Certificate on methodology:**

- Do you declare average personnel costs according to Art III.14.1? (If yes, please state the amount in €)

**5. Certificate on financial statements:**

- Is there a certificate on the financial statements provided by an independent auditor attached to this financial statement according to Art III.4.49? (If yes, please state the amount in €)

**Third Party’s declaration on their honour:**

- The costs declared above are directly related to the objectives of the project and fall within the definition of eligible costs specified in Articles II.14 and II.15 of the grant agreement, and, if relevant, Annex III and article 7 (special clauses) of the grant agreement.
- The receipts declared above are the only financial contributions or payments in kind, free of charge, from third parties and the only income generated by the project which could be considered as receipts according to Art III.1 or the grant agreement.
- The interest declared above is the only interest yielded by the pre-financing which falls within the definition of Art III.19 of the grant agreement.
- There is full supporting documentation to justify the information hereby declared. It will be made available at the request of the Commission and in the event of an audit by the Commission and/ or the Court of Auditors and/ or their authorised representatives.

**Fiscal information:**

- **Name of the auditor:** [ ]
- **Cost of the certificate (in €):** [ ]

**5. Third Party’s declaration on their honour:**

- **Name of the person/authority:** [ ]
- **Signature:** [ ]
- **Date:** [ ]
- **Signature:** [ ]

**Language:**
- **Version:** 2.3
- **Page:** 27/45
Annex 8 – Researcher Agreement « Marie Curie IOF »
(8 Pages)

Marie Curie - PEOPLE-IOF-GA-2011-00000 - Researcher Agreement

RESEARCHER AGREEMENT

Concerning

EC Grant Agreement PIOF-GA-2011-000000

This Researcher Agreement is made and entered into by and between:

Ecole Polytechnique Fédérale de Lausanne (EPFL) (hereinafter referred to as "the Host Institution") established in Lausanne, CH-1015, Switzerland and represented by [Name of Dean of Research].

Through its Laboratory of [Name of Laboratory] (hereinafter referred to as "Scientific in charge")

And

Dr. Researcher (Fellow) [Name of Researcher] (hereinafter referred to as "the Researcher"), established in [Complete home address]

The International outgoing fellowship (IOF) is hereinafter referred to as "the Fellowship". Within the framework of the European Seventh Work Programme (FP7-PEOPLE-IOF), the Host Institution has signed a Grant Agreement n° [Number of Grant Agreement] entitled [Title of Grant Agreement] hereinafter referred to as "the Grant Agreement".

The project is divided into two phases: outgoing phase and return phase. The outgoing phase will be executed at [Name of the Institute abroad] for a duration of 24 months, while the remaining 12 months of the project, named return phase, will be executed at the EPFL, in the Laboratory of [Name of Laboratory].

This Researcher Agreement shall be regarded as a complementary agreement to the EC Grant Agreement (as attached in Appendix I), and the contract of employment with the Host Institution (Appendix II).

It outlines specific terms and conditions which are applicable to the Host Institution and the Researcher under this Grant Agreement. The general terms and conditions of employment for research staff at the Host Institution can be found on the EPFL website. Nothing contained in this Researcher Agreement shall be so construed in any way as to diminish or alter the rights of the European Commission as set out in the Grant Agreement.

1. DEFINITIONS

In addition to the definitions in Articles II.1 and III.1 of the EC Grant Agreement, the following definitions apply to this Agreement:

1
Marie Curie - PEOPLE-IOF-GA-2011-000000 - Researcher Agreement

1.1 Agreement: means this written agreement concluded between the Host Institution and yourself as the Researcher.

1.2 Researcher: means an eligible Early Stage or Experienced Researcher selected and appointed by the contractor to benefit from the human resources and mobility activities of the Project.

1.3 Parental Leave: means the period of leave related to a maternity or a paternity to be taken by the Researcher under the law referred to in Article III.4.1.g of the EC Grant Agreement.

1.4 Personal Career Development Plan: means the plan established by the Researcher (where the Researcher is appointed for more than 6 months) together with the Scientist in charge of supervising his/her Research training activities designated by the beneficiary in Annex I of the EC Grant Agreement indicating his/her training needs (including complementary skills) and scientific objectives as well as the foreseen measures to meet these objectives and a description of his/her Research training activities.

1.5 Research training activities: means the activities related to the research training and career development to be provided to the researcher under the project as described in Annex I of the Grant Agreement.

1.6 Intellectual Property: As defined in the EC Grant Agreement Intellectual Property will mean:

1.7.1 Knowledge: the results, including information, whether or not they can be protected, arising from the Project governed by the EC Grant Agreement and this Agreement, as well as copyrights or rights pertaining to such results following applications for, or the issue of patents, designs, plant varieties, supplementary protection certificates or similar forms of protection.

1.7.2 Pre-existing Know-how: the information which is held by the Host Institution prior to the signature of this Agreement, or acquired in parallel with it, as well as copyrights or rights pertaining to such information following applications for, or the issue of, patents, designs, plant varieties, supplementary protection certificates or similar forms of protection.

1.7 Partner institution: means the member to the strategic partnership agreement located in a non Associated third country.

1.8 Secondment Period: means the period spent by the Researcher at the Partner Organisation as defined in the Grant Agreement.

1.9. Re-integration period: means the period of the project indicated in Annex I of the Grant Agreement to be spent by the researcher at the beneficiary’s premises to carry out his/her research training activities after the secondment period.

2. CONDUCT OF THE FELLOWSHIP

2.1 The Fellowship will run for 36 months.

2.2 The Researcher will be appointed as a member of staff at the Host Institution with the same social security scheme as any other members of staff at EPFL, including during the secondment period.
Marie Curie - PEOPLE-IOF-GA-2011-000055 - Researcher Agreement

2.3 The Researcher will be supervised during his stay at EPFL by the “Scientific in charge”.

2.4 For the duration of the Fellowship, the Researcher shall agree to devote his time solely to the accomplishment of the research activities, as per the Annex I of the Grant Agreement, the researcher’s personal Career Development Plan detailed in Appendix III, as well as to some teaching duties that may be required by the Host Institution, accordingly with its declaration on time-keeping.

2.5 The Host Institution will provide the means, facilities and products necessary for the Researcher to perform the project for the duration of the Fellowship.

2.6 The Researcher shall inform the Host Institution as soon as possible of any circumstances likely to affect the performance of this Researcher Agreement, such as:

2.6.1 Any event likely to prevent the Fellowship from being properly implemented or properly completed;

2.6.2 Any modification relating to the information having served as a basis of appointment to the Fellowship;

2.6.3 Any significant modification relating to the Personal Career Development Plan;

2.6.4 Any personal reasons (e.g. maternity or parental leave) that may directly affect the implementation of the Fellowship; for this case, the Researcher will be required to lodge a request with the Host Institution for a continuation of the implementation of the Fellowship beyond the official end date.

2.7 The Host Institution will inform the European Commission where necessary of any circumstances likely to affect the performance of the Fellowship and will inform the Researcher as soon as possible of any subsequent decision by the European Commission.

3. PAYMENT

3.1 For the whole duration of the Fellowship, the research costs and management activities associated with and referred to as categories D and G in the Grant Agreement will be met by the Host Institution.

3.2 The Outgoing phase

During the Outgoing phase, the salary paid to the Researcher is calculated as per the reference rates specified in the Grant Agreement (Appendix I) under categories A1 – Monthly living allowance and A2 – Monthly mobility allowance.

The living and mobility allowances are the financial contribution of the Union to the gross salary of the researcher and employer’s social security charges. Any charges related to the Host Institution system of social protection, insurance and pensions will be subtracted from these amounts.
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The amount of the Researcher's annual gross salary is attached as Appendix II to this Agreement. It will be paid in arrears monthly, with effect from the start date of the EC Grant Agreement in annex I. This salary corresponds to a full-time activity and will be paid on a 12-month basis.

The Researcher shall subscribe to a private health insurance in the United States and communicate the insurance policy to the Host Institution.

In addition to his salary and according to the budgeted overall maximum contribution of the Union in Grant Agreement, the Researcher will receive 2,000 Euros per year for the first 2 years, as a travel allowance.

During the outgoing phase, the Partner Institution will receive four instalments of the US Dollar equivalent of 4,800 Euros for each 6 months, as stated in the Grant Agreement under category D- Contribution of the participation expenses of eligible researcher. The first pre-payment will be sent at the beginning of the project, after receipt of the first pre-payment from the Union. The subsequent pre-payments will be made upon receipt by the Host Institution from the Researcher of the description of expenses and invoice copies of the previous 6-month period. These amounts are available to the researcher for his expenses related to the Fellowship e.g. purchase of consumables, fees for scientific journals, attending conferences, additional courses, job fairs, travels etc.

3.3 The Return Phase

During the Return Phase, the Researcher will receive the standard EPFL fixed-rate annual gross salary, such as all members of staff appointed at a similar level. Any charges related to the EPFL system of social protection, insurance and pensions will be subtracted from this salary. It corresponds to a full-time activity and will be paid on a 13-month basis.

If necessary, any funds remaining from the amount allocated to the Researcher under this Grant Agreement (as per the reference rates specified in the Grant Agreement under categories A1 – Monthly living allowance and A2 – Monthly mobility allowance) will be paid by the Host Institution to the Researcher at the end of the Project.

This payment will be considered as an extra-salary and subjected to social charges according to the Host Institution system (appendix II). The amount will depend upon the Euro/Swiss franc exchange rate on the date of the reporting periods. These dates and rates and the value of any funds remaining in the account will be communicated to the Researcher at the end of the Fellowship.

In addition to his salary the Researcher is entitled to one travel allowance of 240 Euros during the return phase, as per the Grant agreement (Appendix I).
4. REPORTS/DELIVERABLES

4.1 The Researcher agrees to provide the necessary information to the Scientific in charge in order for the Host Institution to complete and send the periodic activity reports to the European Commission on the due dates in accordance with the EC Grant Agreement. Such necessary information will include:

4.1.1 The progress towards the objectives of the Personal Career Development Plan;

4.1.2 The progress towards the milestones and deliverables foreseen in the annex I of the Grant Agreement and Personal Career Development Plan;

4.1.3 The identification of any problems encountered and corrective action taken;

4.1.4 During the outgoing phase, the researcher agrees to provide a short description of expenses related to the Fellowship.

4.2 The Researcher agrees to complete the evaluation questionnaires provided to the Host Institution by the European Commission at the end of the Fellowship including a follow-up questionnaire to be completed two years after the end date of the Fellowship.

4.3 The Researcher agrees to keep the Host Institution informed of her contact details for three years after the end date of the Fellowship.

5. PUBLICATION AND PUBLICITY

5.1 The Researcher and the Host Institution will acknowledge the support of the European Commission under a Marie Curie International Outgoing Fellowship in any related publication or publicity.

5.2 Any publication or publicity in whatever form must specify that the contents reflect only the author's (Researcher's) views and not the views of the European Commission.

5.3 Where publication or publicity requires the use of a European Commission emblem or other similar mark or logo prior permission must be obtained from the European Commission by the Host Institution.

5.4 The Researcher will also comply with the conditions concerning publication and publicity laid down in the Grant Agreement.

6. PERSONAL CAREER DEVELOPMENT PLAN

Together with the Scientific in charge, the Researcher will establish and agree upon a Personal Career Development Plan at the start of the Fellowship. This Personal Career Development Plan will be established in line with the Annex I of the Grant Agreement.
7. CONFIDENTIALITY

The Researcher will ensure that he will keep confidential any document, Knowledge, Pre-existing Know-How or any other information communicated to him in relation to the Project or in relation to other projects running at the Host Institution according to the Annex II.9 of the Grant Agreement.

8. INTELLECTUAL PROPERTY

8.1 The signature of the Researcher on this Agreement acknowledges that as a member of staff at the Host Institution all Knowledge generated during the Project shall be the property of the Host Institution.

8.2 The Host Institution shall ensure that the Researcher has royalty-free access to the Pre-existing know-how and Knowledge needed for his/her Researcher Human Resources and Mobility Activities under the Project, subject to the confidentiality obligations according to Article 8 herein.

8.3 Where Knowledge is capable of industrial or commercial application, the Researcher shall notify the Host Institution of such Knowledge, and the Host Institution will provide for its adequate and effective protection or inform the European Commission that it intends to waive the protection of said Knowledge in line with the Grant Agreement.

8.4 The Researcher will also comply with the conditions concerning Intellectual Property laid down in the Grant Agreement.

9. TERMINATION

Termination of the present Agreement is subject to the laws governing work relations between the Researcher and the Host Institution as per articles 8 to 14 of the “Loi fédérale sur le personnel de la Confédération” (RS 172.220.1).

This contract involves the obligation of the Researcher to return to the re-integration after the secondment period indicated in Annex I of the Grant Agreement, in order to carry out the re-integration period.

In the case of unilateral interruption of the Grant Agreement by the Researcher except in case of force majeure as defined in Annex II of the Grant Agreement, the Host Institution will take all appropriate measures to recover from the researcher the total amount received from the Research Executive Agency (REA), for his/her benefit under this Grant Agreement, in order to fulfill its obligation to reimburse the REA (Annex III of the Grant Agreement).

By signing this Agreement, the Researcher thereby recognises the acknowledgement of his/her debt as defined by the article 82 LP, for an amount limited to once the sum of the funding of the Marie Curie IOF Fellowship.
10. APPLICABLE LAW AND JURISDICTION

This Agreement is construed and governed in accordance with the European rules and regulations as set forth in the EC-Grant Agreement FP7-PEOPLE-IOF-2011-000000.

Should any dispute arises, it is the intention of the Parties that it will be resolved amicably. However, should any matter remain unsolved it will be subject to jurisdiction of the Courts in Lausanne, Switzerland, Swiss law applicable.

The terms and conditions of this Agreement shall apply retroactively from the start date the EC Grant Agreement (01.02.2012).

APPENDIX I – EC Grant Agreement

APPENDIX II - The Researcher’s Employment Contract

APPENDIX III - The Researcher’s Personal Career Development Plan

SIGNED on behalf of The Ecole Polytechnique Fédérale de Lausanne

Name: 
Position: Dean of Research, EPFL
Signature: 
Date: 

SIGNED

Name: 
Position: Dr.
Signature: 
Date: 

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Marie Curie - PEOPLE-IOF-GA-2011-000006 - Researcher Agreement

APPENDIX I
EC Grant Agreement

APPENDIX II
Contract of employment

APPENDIX III
The Researcher’s Personal Career Development Plan
Annex 9 – Partnership Agreement « Marie Curie IOF »
(10 Pages)

Marie Curie-PEOPLE- IOF-GA 2011-000000 - Partnership Agreement

PARTNERSHIP AGREEMENT

Concerning

EC Grant Agreement PIOF-GA 2011-000000

This Partnership Agreement is made and entered into on 27th June 2012 and between:

Ecole Polytechnique Fédérale de Lausanne (EPFL), (hereinafter referred to as “the Host Institution”) established in Lausanne, CH-1015, Switzerland and represented by [Name of the Institution abroad] [Address of the Institute abroad] [Name of the person in charge abroad] [hereinafter referred to as “the Partner Institution”]

Through its Laboratory of [Name], [Title], (hereinafter referred to as “Scientist in charge”) and Dr. [Name], Researcher (Fellow), who will develop the action (hereinafter referred to as “The Researcher”).

And

Within the framework of the European Seventh People Work Programme (call identifier FP7-PEOPLE-2011), the Host Institution has signed a Grant Agreement N° 000000 on [Date] concerning a Marie Curie Action - Outgoing International Fellowship for Career Development entitled [Full name of the project and acronym] [hereinafter referred to as “the Grant Agreement”].

The project is divided in two phases: outgoing phase and return phase. The outgoing phase will be executed at [Name of the Institute abroad] for a duration of 24 months, while the remaining 12 months of the project, named return phase, will be executed at the EPFL, in the Laboratory of [Name].

The Host Institution and the Partner Institution have agreed that they shall collaborate to perform the work described in the Annex I of the Grant Agreement and according to the general objectives mentioned in Annex II of the Grant Agreement.

The Grant Agreement has been formally incorporated into this Partnership Agreement as Annex A thereto.
Marie Curie-PEOPLE-IOF-GA-2011-00000 - Partnership Agreement

In the light of foregoing, the parties have agreed as follows:

1. Definitions

In this Partnership Agreement the words and expressions below shall have the following meanings:

- Project: shall mean the research outlined in Annex A of the Grant Agreement.
- Confidential Information: shall mean all information marked or otherwise designated in writing as confidential and exchanged within the scope of this Partnership Agreement under the conditions and limitations of Article 11.
- Access Rights: shall mean non-exclusive licences under foreground or background; Access Rights shall not include the right to grant sub-licenses.
- Background: means information which is held by one Party prior to its accession to this Partnership Agreement, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to this Partnership Agreement, and which is needed for carrying out the Project or for using Foreground.
- Foreground: means the results, including information, whether or not they can be protected, which are generated under the project. Such results include rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection.
- REA: shall mean the Research Executive Agency signing the Grant Agreement on behalf of the Commission of the European Union.

2. Objective of the Partnership agreement

The objective of this Partnership Agreement is to specify with respect to the Project and the Grant Agreement, the rights and obligations of the Partner Institution, and the relationship with the Host Institution, in particular concerning the management of the Reasearcher and Financial contribution.

3. Terms and Conditions

The Parties in this Partnership Agreement shall be bound mutatis mutandis by the terms and conditions of the Grant Agreement, including its Annexes, which form part of the Partnership Agreement as Annex A, but excluding provisions of the EC Grant Agreement that are particular to the Host Institution alone.

4. Duration of partnership

The duration of this Partnership Agreement shall be 24 months from 01.07.2011.
Marie Curie-PEOPLE-IOF-GA-2011-000000 - Partnership Agreement

5. Outgoing and Return Phase

Conforming to the Grant Agreement, the Researcher shall perform the Project as described in Annex I of the Grant Agreement;

The research activities of the Researcher will be split up in two phases:

Phase 1: A period of 24 months at the Partner Institution (Outgoing Phase) in the group of Prof. [Name]

Phase 2: A period of 12 months at the Host Institution (Return Phase).

The contact person at EPFL will be the “Scientist in charge”.

During the whole Project, including the Outgoing Phase, the Researcher will be hired by the Host Institution, which will pay the Researcher and will be responsible for all employer’s obligations toward him, according to the terms of the Grant Agreement.

6. Obligations of the Partner Institution

Under this Partnership Agreement, the Partner Institution will designate a scientist to supervise the research training activities of the Researcher during the Outgoing phase at the Partner Institution.

During this period, the Partner Institution will have the means, including the infrastructure, equipment and products for implementing the project in the scientific and technical fields concerned, and will make these means available to the Researcher.

The Partner Institution will provide reasonable assistance to the Researcher in all administrative procedures, such as visas, work permission required by the relevant authorities in the country of the Partner Institution.

The Partner Institution will ensure that the Fellow enjoys the same standards of safety and occupational health as those awarded by local researchers holding a similar position.

The Partner Institution will inform the Host Institution regularly of the progress of the research activities of the Researcher.

The Partner Institution will inform the Host Institution of any event that might affect the implementation of the Grant Agreement.
7. Financing

The partner institution will receive from the Host Institution a financial contribution towards the participation expenses for research and training activities, hereinafter referred to as "Participation allowance". The Participation allowance (covering the meeting and conference attendance, participation in training actions, research costs etc.) will not exceed the US Dollar equivalent of 19,200 Euros, according to the terms, periods and conditions specified in the Grant Agreement.

The participation allowance will be paid to the Partner Institution in four installments of the US Dollar equivalent of 4,800 Euros. The first pre-payment will be made at the beginning of the project, upon receipt of the first pre-payment from the Research Executive Agency (REA). The subsequent pre-payments will be made every 6 months, upon receipt of a short description of expenses, as mentioned in the Researcher Agreement.

The payments will be transferred to the following bank account:

Name and address of the bank
ABAN# (domestic wires)
ABAN# (ACHs)
SWIFT CODE: (for international wires only)
Account Name:
Account#
Reference:

The Partner Institution shall ensure that no unnecessary cost or unnecessarily high cost is charged on the Project and shall not make any profit or other surplus on account of these Participation allowances. The Partner Institution shall maintain in accordance with the normal accounting conventions imposed by American Law, appropriate supporting documentation in relation to the cost incurred. It will provide them to the Host Institution or its representatives on request.

8. Intellectual Property Rights

8.1 Ownership of Foreground

8.1.1 Foreground shall be the property of the Party employing the inventor(s) or other creator(s) of any Foreground. For the avoidance of doubt, this shall also apply to the Researcher during the Outgoing Phase, who remains the Host Institution's employee for the whole duration of the Project.

8.1.2 Any Foreground which is generated by employees of both the Host Institution and the Partner Institution shall be the joint ownership of the Host Institution and the Partner Institution. The Parties may agree to jointly apply to obtain and/or maintain the relevant intellectual property rights and shall strive to set up an appropriate agreement in order to do so. Where no joint
ownership agreement has been concluded, each Party shall have the non-exclusive, royalty-free, sub-licensable right to use the jointly owned Foreground without accounting to the other Party. For the avoidance of doubt, this shall also apply in case only one of the Party files a patent application at its own costs.

8.1.3 If personnel working for the Partner Institution are entitled to claim rights to Foreground, the Partner Institution shall take steps or reach appropriate agreements to ensure that these rights can be exercised in a manner compatible with the obligations under this Agreement and the Grant Agreement.

8.1.4 Should the Researcher during the Outgoing Phase incidentally contribute to an invention, software or other research results within the framework of a project of the Partner Institution other than the Project, then it is hereby agreed that the Partner Institution shall own all the intellectual property rights on such Researcher’s contribution. The Researcher shall be entitled to the same indemnity, if any, which could be granted under the application, by analogy, of the rules applicable to the Partner Institution employees. The Partner Institution shall include the names of the inventors in any patent issued according to the applicable legislation. The Researcher shall deliver to the Partner Institution all necessary documents and signatures for a legal protection of such results and/or inventions.

8.2 Transfer of Foreground

8.2.1 Where the Partner Institution transfers ownership of Foreground, it shall take steps or conclude agreements to pass on the assignee its obligations under the Grant Agreement, in particular regarding the granting of Access Rights, dissemination and use of the Foreground. As long as the Partner Institution is required to grant Access Rights, it shall give prior notice at least 60 days to the Commission, or the envisaged assignee or the name and address of the assignee.

8.2.2 The Commission may object within 30 days of notification to such a transfer of Foreground. The Commission may object to transfer of ownership to third parties, in particular to those not established in a Member State or an Associated State, if such a transfer is not in accordance with the interests of developing the competitiveness of the dynamic, knowledge-based European economy or is inconsistent with ethical principles.

8.3 Protection of Foreground

8.3.1 Where Foreground is capable of industrial or commercial application, the owning Party shall provide for its adequate and effective protection, in conformity with relevant legal provisions, including this Partnership Agreement.
8.3.2 Where the Foreground is capable of industrial or commercial application and its owner does not protect it and does not transfer it to an affiliated entity established in a Member State or Associated country or to any other third party established in a Member State or Associated country along with the associated obligations in accordance with Article II.28, no dissemination activities relating to said foreground may take place before the REA has been informed. The REA must be informed at the latest 45 days prior to the intended dissemination activity. In such cases, the Union may, with the consent of the owning Party, assume ownership of that foreground and adopt measures for its adequate and effective protection. The owning Party may refuse consent only if it can demonstrate that its legitimate interests would suffer disproportionately great harm. In the event the Union assumes ownership, it shall take on the obligations regarding the granting of access rights.

8.3.4 Patent applications relating to Foreground, filed by or on behalf of a Party must include the following statement to indicate that said foreground was generated with the assistance of financial support from the Union:

The work leading to this invention has received funding from the European Union Seventh Framework Programme (FP7/2007-2013) under grant agreement n°200000.

Furthermore, all patent applications relating to foreground filed shall be reported in the plan for the use and dissemination of Foreground, including sufficient details/references to enable the REA to trace the patent (application). Any such filing arising after the final report must be notified to the REA including the same details/references.

8.4 Access rights

8.4.1 Background Covered
The Parties shall identify in the Annex B hereto the Background to which they are ready to grant Access Rights, subject to the provisions of this Partnership Agreement and the Grant Agreement.

The Parties agree that all Background not listed in Annex B shall be explicitly excluded from Access Rights.

8.4.2 Access Rights for the Project
Each Party hereby grants to the other Access Rights to its Foreground, which is needed for the performance of the work under the Project on a royalty-free basis.

Each Party hereby grants to the other Access Rights to its Background listed in Annex B and which is needed for the performance of the work under the Project on a royalty-free basis.
8.4.3 Access Rights for Further Use

The Parties hereby grants each other Access Rights to their Foreground for use in further research and education activities outside of the Project on a royalty-free basis. For the avoidance of doubt, such Access Rights shall not be sub-licensable nor transferable to any third party.

The grant of any further Access Rights to Foreground or Background is at the absolute discretion of the owning Party.

9. Dissemination

The Parties shall ensure that the Foreground is disseminated as swiftly as possible. If they fail to do so, the REA may disseminate that Foreground.

Dissemination activities shall be compatible with the protection of intellectual property rights, confidentiality obligations and the legitimate interests of the owner(s) of the Foreground.

All publications or any other dissemination relating to Foreground shall include the following statement to indicate that said Foreground was generated with the assistance of financial support from the Union.

The research leading to these results has received funding from the European Union Seventh Framework Programme (FP7/2007-2013) under grant agreement no 000000.

Any dissemination activity shall be reported in the plan for the Use and Dissemination of Foreground, including sufficient details/references to enable the REA to trace the activity. With regard to scientific publications relating to Foreground published before or after the final report, such details/references and an abstract of the publication must be provided to the REA at the latest two months following publication. Furthermore, an electronic copy of the published version or the final manuscript accepted for publication shall also be provided to the REA at the same time for the purpose set out in Article II.11.2 of Annex II to the Grant Agreement if this does not infringe any rights of third parties.

9.1 All proposed publications (including, but not limited to, scientific publications, and non-confidential presentations), shall be submitted in writing to the other Party for review at least thirty (30) days before submission for publication or before presentation, as the case may be. The reviewing Party may require the deletion from the publication of any Background or Confidential Information of the reviewing Party. The reviewing Party may also request the delay of the publication if in the reviewing Party’s opinion the delay is necessary in order to seek patent or similar protection to Foreground. Any delay imposed on publication shall not last longer than is reasonably necessary for the reviewing Party to obtain the required protection, and shall not exceed sixty (60) days from the date of receipt of the proposed publication by the reviewing Party. Notification of the requirement for delay in publication must be received by the publishing Party within thirty (30) days.
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after receipt of the proposed publication by the reviewing Party, failing which the publishing Party shall be free to assume that the reviewing Party has no Confidential Information to be removed from the publication and no request to postpone the publication for patent protection as defined above.

9.2 Each Party agrees that any publication in a scientific/academic journal shall give due acknowledgement to the contribution of the other in accordance with standard scientific practice.

10. Confidential information

10.1 All information which is marked or otherwise designated in writing as “confidential” or “proprietary” shall be Confidential Information and shall have a secret and confidential nature. Orally disclosed Information shall not be considered as Confidential Information, unless it is reduced in writing and marked as "confidential" within thirty (30) days after its disclosure. In the case of materials which cannot be themselves marked, then such materials shall be accompanied by a written statement clearly describing the materials in question and identifying them as being “Confidential”.

10.2 The Receiving Party accepts the Providing Party’s Confidential Information with the sole objective of the execution of the Project ("Purpose"). The Receiving Party shall not:

- Use the Providing Party’s Confidential Information for any purpose other than the Purpose; or
- Publish or disclose the Providing Party’s Confidential Information to any third party without the written prior consent of the Providing Party.

10.3 Each Party be responsible for the compliance by its personnel with these confidentiality obligations.

10.4 Notwithstanding the above, each Party shall have no obligation hereunder to refrain from providing or using information if it can prove that this information:

- Is generally available to the public at the time of its disclosure;
- Has become part of the public domain or publicly known or available, not due to any unauthorised act or omission on the part of the Receiving Party;
- Is disclosed to the Receiving Party by third parties entitled to do so;
- Is at the time of disclosure already known to the Receiving Party other than from the other Party;
- Is subsequently developed by or on behalf of the Receiving Party, without use of the providing Party’s Confidential Information.

10.5 The obligations under this clause shall expire five (5) days after the end of the Project.

10.6 In light of the access of the Researcher to the Partner Institution premises, the Host Institution shall keep confidential any information, research results and/or
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particulars of technical realizations, which do not relate to the Project and which the Researcher may come in contact with while being in the premises of the Partner Institution.

11. Completion of the Work

The work to be performed under this Partnership Agreement shall be deemed to be completed on the date of the approval by the Host institution of the tasks to be performed by the Partner Institution as defined in part B of the Description of Work; however shall be completed no later than 30.06.2013, which is the end date of the Outgoing Phase of the Grant Agreement.

11.1 Applicable Law

Like the Grant Agreement, this Partnership Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

11.2 No representation, partnership or agency

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Partnership Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

12. Effectiveness and Term of this Partnership Agreement

This Partnership Agreement shall become effective on 31.07.2011 (beginning of Outgoing Phase) and shall automatically terminate on the Completion Date of the Grant Agreement, or on termination of the Grant Agreement in accordance with articles II.31. - II.35 of Annex II of the Grant Agreement.

13. Miscellaneous

13.1 This Partnership Agreement is drawn up in English and only that language version shall be authentic. All documents and notices and meetings for its application or extension or amendment shall be in English.

13.2 This Partnership Agreement may be modified only by a written agreement by duly authorized representatives of the Parties.

13.3 The terms and conditions of this Partnership Agreement shall apply retroactively from the date of signature of this Grant Agreement.
Marie Curie-PEOPLE- IOF-GA 2011-000000 - Partnership Agreement

Done in two copies,

SIGNED on behalf of the Host Institution,
the École Polytechnique Fédérale de Lausanne:

Name: [Redacted]
Position: Dean of Research, EPFL

Signature: 
Date: 

Signed on Behalf of the Partner Institution,

Name: [Redacted]
Position: 

Signature: 
Date: 

Annex A: Grant Agreement, including its Annexes
Annex B: Included Background