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2 ERC). Only for ERC grant agreements - INTERNATIONAL ORGANISATIONS (general rule)

1. Arbitration

a. Any dispute between the *Agency* (“Party”) and (an) *international organisation(s)* (“Party”) acting as *beneficiary(s)* (collectively referred to in this Article of the *grant agreement* as the “Parties”) relating to the *grant agreement*, which cannot be settled amicably shall be referred to an arbitration committee in accordance with the procedure specified below.

b. When notifying the other Party of its intention to resort to arbitration, the notifying Party shall also inform the other Party of its appointed arbitrator. The second Party shall appoint its arbitrator within one month of that written notification.

The two arbitrators shall, by joint agreement and within three months of the appointment of the second Party’s arbitrator, appoint a third arbitrator who shall be the chairman of the arbitration committee, unless a sole arbitrator is agreed by both Parties.

c. Within one month of the appointment of the third arbitrator, the Parties shall agree on the terms of reference of the arbitration committee, including the procedure to be followed.

d. The arbitration proceedings shall take place in Brussels.

e. The arbitration committee shall apply the terms of the *grant agreement*. The arbitration committee shall set out in the award the detailed grounds for its decision.

f. The arbitral award shall be final and binding upon the Parties, who hereby expressly agree to renounce any form of appeal or revision.

g. The costs, including all reasonable fees expended by the Parties to any arbitration here under, shall be apportioned between the Parties by the arbitration committee.

2. Certificates on the financial statements and/or on the methodology.

With reference to Article II.4, certificates on the financial statements and/or on the methodology to be provided by an *international organisation* shall be established by its regular internal or external auditor, in accordance with its internal financial regulations and procedures.

3. Controls and audits

The competent bodies of the European *Union* shall address any requests for controls or audits pursuant to the provisions of Article II.22 and to the Director General of the *international organisation*.

The *international organisation* shall make available to the competent bodies of the European *Union*, upon request, all relevant financial information, including statements of accounts concerning the action, where they are executed by the *international organisation* or by a subcontractor. In conformity with Article 287 of the Treaty on the Functioning of the European Union and with the Financial Regulation of the European

Community, the competent bodies of the European Union may undertake, including on the spot, checks related to the action financed by the *European Union or Euratom*.

Any control or audit shall be carried out on a confidential basis.

4. Governing law

Notwithstanding the law applicable on a subsidiary basis mentioned in Article 9 first paragraph, this *grant agreement* shall be governed on a subsidiary basis by [the law of (*insert law of a Member State or an EFTA country*)].

5. Privileges and immunities.

Nothing in this *grant agreement* shall be interpreted as a waiver of any privileges or immunities accorded to [*insert name of the International Organisation*] by its constituent documents or international law.

3 ERC). Only for ERC grant agreements - UNITED NATIONS (only for use with specialised agencies and international organisations of the UN system having adhered to the UN-EC Financial and Administrative Framework Agreement of the 29.04.2003(FAFA))

1. Settlement of dispute

Any dispute arising between the *Agency* and [name of the *beneficiary*] shall be settled in accordance with Article 14 of the Financial and Administrative Framework Agreement concluded by the *Community*, represented by the *Commission*, and the United Nations on 29.04.2003 (hereinafter referred to as the “Agreement”) [to which [name of the *beneficiary*] adhered on the [date]].

2. Certificates on the financial statements and/or on the methodology, controls and audits

With regard to [name of the *beneficiary*], the “*Agreement on the application of the verification clause to operations administered by the United Nations and financed or co-financed by the European Community*” annexed to the *Agreement* prevail on this *grant agreement*, in particular its Articles II.4, II.22 and II.23]

3. Governing law

Notwithstanding the law applicable on a subsidiary basis mentioned in Article 9 first paragraph, this *grant agreement* shall be governed on a subsidiary basis by [the law of (*insert law of a Member State or an EFTA country*)] [and where appropriate, by the rules of the international organisations concerned, the general principles governing the law of international organisations and the rules of general international law].]

4. Privileges and immunities

Nothing in this *grant agreement* shall be interpreted as a waiver of any privileges or immunities accorded to [*insert name of the International Organisation*] by its constituent documents or international law.

5 ERC). Only for ERC grant agreements – PROJECT REVIEW

1. A project review shall be held preferably at a mid-term stage and at the end of the project.
2. At least two months before the date of the review the Agency shall communicate to the beneficiary(ies) in accordance with Article 8 the modalities of the project review, including, where appropriate, any meeting it may propose to convene and that it may request the beneficiary(ies) to organise.

Costs incurred by the *beneficiary(ies)* in relation to the project review shall be eligible according to Article II.16.

6 ERC). Only for ERC grant agreements - LATE PAYMENT OF THE PREFINANCING

Notwithstanding the provisions of Article 6, the pre-financing shall be paid not earlier than 45 days before the *start date* of the *project*.

8 ERC). Only for ERC grant agreements - BENEFICIARIES WITH FLAT RATE OVERHEADS OF LESS THAN 20%

Notwithstanding the provisions of Articles II.15, the percentage of overheads for *beneficiary [name]* is fixed at [x<20%] of the total direct eligible cost excluding its direct eligible costs for subcontracting and the costs of resources made available by third parties which are not used on the premises of the *beneficiary*.

9 ERC). Only for ERC grant agreements – BENEFICIARY(IES) WITH COSTS INCURRED IN RELATION TO THE PROJECT BUT NO CONTRIBUTION OF THE UNION (e.g. usually from third countries)

1. Costs incurred by the [following] Beneficiary(ies) shall not be taken into consideration for determining the financial contribution of the Union:
--[*name of Beneficiary*]---...

2. Part B of Annex II, with the exception of Article II.23, II.25.2 and II.25.3, and any other financial and payment provisions contained in the grant agreement do not apply to beneficiary(ies) mentioned in the previous paragraph. This(ese) beneficiary(ies) need not submit, in particular, the reports mentioned in Article II.4.4 and [is] [are] not subject to financial audits and controls referred to in Article II.22.

3. When providing services or resources to another beneficiary, this(ese) beneficiary(ies) shall be considered as (a) third party(ies) for the purpose of the application of Article II.2 paragraphs f) and g).

10 ERC) Only for ERC grant agreements – THIRD PARTIES LINKED TO A BENEFICIARY [Joint research units (Unités Mixtes de Recherche, Unités Propres de Recherche etc.) EEIGs/ groupings/ affiliates]

1. The following third parties are linked to [name of the beneficiary]
--[name of the legal entity].

2. This *beneficiary* may charge costs incurred by the above-mentioned third parties in carrying out the *project*, in accordance with the provisions of the *grant agreement*. These contributions shall not be considered as receipts of the *project*.

The third parties shall identify the costs to the *project* *mutatis mutandis* in accordance with the provisions of part B of Annex II of the *grant agreement*. Each third party shall charge its eligible costs in accordance with the principles established in Articles II.14 and II.15.

The beneficiary shall transmit to the *Agency* using the electronic exchange system set up by the Commission:

- a. an individual financial statement from each third party in the format specified in Annex IV. These costs shall not be included in the *beneficiary's* Annex IV;
- b. certificates on the financial statements and/or on the methodology from each third party in accordance with the relevant provisions of this *grant agreement*.

The *beneficiary* shall keep the originals of the Annex IV and the certificates of the third parties according to Article II.22.3.

When submitting the financial management reports referred to in Article II.4, the beneficiary(s) shall identify work performed and resources deployed by each third party linking it to the corresponding *beneficiary*.

3. The eligibility of the third parties' costs charged by the beneficiary is subject to controls and audits of the third parties, in accordance with Article II.22 and II.23.

4. The beneficiary shall retain sole responsibility towards the Union [and the other beneficiaries, for ERC multi-Beneficiary] for the third parties linked to it. The beneficiary shall ensure that the third parties abide by the provisions of the grant agreement.

11 ERC). Only for ERC grant agreements - For EU - NOTIFICATION TO THE AGENCY REQUIRED IN CASE OF AN INTENDED TRANSFER OF OWNERSHIP AND/OR AN INTENDED GRANT OF AN EXCLUSIVE LICENCE

1. Where a beneficiary intends to transfer ownership of foreground or to grant an exclusive licence regarding foreground to a third party established in a third country not associated to the Seventh Framework Programme during the project and for a period of X1 years after its completion, it shall notify the Agency 90 days prior to the intended transfer or grant.

A notification may only relate to existing and specifically defined *foreground*. It must include sufficient details regarding such *foreground*, the intended assignee or licensee and the (potential) *use* of the *foreground* and possible *access rights* thereto. Furthermore, a reasoned assessment of the intended transfer or grant must be included with regard to its impact on the competitiveness of the European economy, its consistency with ethical principles and its implications on security considerations

The *Agency* may at any time notify the *beneficiary* that a notification is not complete or request additional information. No transfer or grant may take place until the *Commission* has, within the period set out in the next paragraph, had the opportunity to object.

2. The Commission may object to such an intended transfer of ownership of foreground or grant of an exclusive licence regarding foreground within 60 days of respectively having received a complete notification, or where applicable, having received the requested additional information, if it considers that the intended transfer or grant is not in accordance with the interests of developing the competitiveness of the European economy or is inconsistent with ethical principles or security considerations.

In such cases, the transfer or grant shall not take place unless the *Commission* is satisfied that appropriate safeguards will be put in place and has authorised the transfer or grant in writing.

[Only for Multi-beneficiary grant agreements if needed]

3. Notwithstanding Articles II.27.4 and II.32.8 and paragraph 2 above, the Commission shall not object to transfers of ownership of foreground or grants of an exclusive licence regarding foreground intended by beneficiaries that do not receive a financial contribution of the Union as long as the intended transfer or grant concerns foreground generated by them. These intended transfers or grants are also excluded from the notification to the Agency mentioned in paragraph 1 above.]

12 ERC). Only for ERC grant agreements - NO ACCESS RIGHTS FOR AFFILIATES

Paragraph 3 of Article II.34 regarding *access rights* for affiliates does not apply to this *grant agreement*.

¹ To be determined according to the project's research field, aims and likely results.

13 ERC). Only for ERC grant agreements - ETHICAL RULES

1. The beneficiary(ies) shall comply with the ethical framework of FP7, all applicable legislation, any relevant future legislation and FP7 specific programmes on "Cooperation", "Ideas", "People", "Capacities" (2007-2013) and "Euratom" (2007-2011)².

2. The beneficiary(ies) undertake(s) not to carry out research under this project involving any of the following activities:

- (a) research activities aiming at human cloning for reproductive purposes,
- (b) research activities intended to modify the genetic heritage of human beings which could make such change heritable, and
- (c) research activities intended to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.

14 ERC). Only for ERC grant agreements - RESEARCH ACTIVITIES INVOLVING THE USE OF HUMAN EMBRYOS AND HUMAN EMBRYONIC STEM CELLS

The *beneficiary(ies)* shall inform the *Agency* in writing of any research activities that may involve the use of human embryos or human embryonic stem cells, unless such provisions in Annex I to the *grant agreement* have specifically been approved. Such research may not take place without the prior written agreement of the *Commission*. The agreement of the *Commission* shall be subject to its internal procedures. Should such research not be approved, the *Agency* will not fund it as part of the *project* and may terminate the *grant agreement* if the *project* cannot continue without that research.

15 ERC). Only for ERC grant agreements - ETHICAL REVIEW

1. The beneficiary(ies) shall provide the Agency with a written confirmation that it has received (a) favourable opinion(s) of the relevant ethics committee(s) and, if applicable, the regulatory approval(s) of the competent national or local authority(ies) in the country in which the research is to be carried out before beginning any Agency approved research requiring such opinions or approvals. The copy of the official approval from the relevant national or local ethics committees must also be provided to the Agency.

[2. The beneficiary(ies) shall ensure that, where an ethical review has been carried out by the Agency or the Commission, the research carried out under the project fully complies with the following additional requirements resulting from the ethical review:

Free text with clear operational conclusions from the ethical review.]

² Council Decisions on the specific programmes: 2006/971/EC on "Cooperation", 2006/972/EC on "Ideas", 2006/973/EC on "People", 2006/974/EC on "Capacities" and 2006/976/Euratom on "Euratom".

16 ERC). Only for ERC grant agreements - CLINICAL RESEARCH (specific to biomedical research involving human beings)

1. The beneficiary(ies) shall provide the Agency with a statement confirming that it has received (a)favourable opinion(s) of the relevant ethics committee(s) and, if applicable, the regulatory approval of the competent national authority(ies) in the country concerned before beginning any biomedical research involving human beings.

2. (For biomedical research involving human beings including clinical or other trials). The Agency shall never be considered as a sponsor for clinical trials in the sense of Directive 2001/20/EC of the European Parliament and of the Council of 4 April 2001 on the approximation of the laws, regulations and administrative provisions of the Member States relating to the implementation of good clinical practice in the conduct of clinical trials on medicinal products for human use.

Annex I shall indicate the name(s) of any such sponsor(s).

For trials not covered by Directive 2001/20/EC, Annex I shall indicate the name of the person or organisation that is responsible for the initiation, co-ordination and monitoring of the trial.

30 ERC) Only for ERC grant agreements - ONLY FOR CONVERSION OF ERC SINGLE-BENEFICIARY TO ERC MULTI- BENEFICIARY GRANT AGREEMENTS

1. Where more than one beneficiary carries out the project, the beneficiary hosting and engaging the principal investigator is the "principal beneficiary". In Article 2.2, Article 3, Article 5.3, Article 6.1, Article 8, and Article 11 "beneficiary" shall be read "principal beneficiary".

2. The multi-beneficiary version of the ERC Annex II shall be applicable to this grant agreement.

3. The principal beneficiary shall distribute the pre-financing only to other beneficiaries who have acceded to the grant agreement. Beneficiaries are allowed to transfer budget between themselves in so far as the work is carried out as foreseen in Annex I and they are allowed to transfer budget to be reimbursed as a lump sum for ICPC3 participants.

In Article 6.2 "*beneficiary*" shall be read "*beneficiaries*".

[OPT.⁴ 4. The *principal beneficiary* shall ensure that each legal entity below hosting and engaging one or several *team members* accedes to this *grant agreement* as a *beneficiary* assuming the rights and obligations established by the *grant agreement*, by signing the accession form (Annex III) in three originals countersigned by the *principal beneficiary*, with effect from the **date on which the grant agreement enters into force**.

- (full name and legal form of the *beneficiary*) (national registration number if any) established in (full address city/state/province/country represented by (name of legal representative), (function), or her/his/their authorised representative ("*beneficiary*"),- (...)

³ ICPC: International Cooperation Partner Countries

⁴ This option is used for beneficiaries acceding to the grant agreement **at the start** of the project.

The *principal beneficiary* shall send to the *Agency* one duly completed and signed accession form per *beneficiary* at the latest 45 calendar days after the entry into force of the *grant agreement*. The two remaining signed originals shall be kept, one by the *principal beneficiary* to be made available for consultation at the request of any *beneficiary*, and the other by the *beneficiary* concerned.

Should any legal entity identified above, fail or refuse to accede to the *grant agreement* within the deadline established in the previous paragraph, the *Agency* is no longer bound by its offer to the said legal entity(ies). The *beneficiaries* may propose to the *Agency*, within the time-limit to be fixed by the latter, appropriate solutions to ensure the implementation of the *project*. The procedure established in Annex II for amendments to this *grant agreement* will apply.]

[OPT.⁵: 4a. The *principal beneficiary* shall ensure that each legal entity below hosting and engaging one or several *team members* accedes to this *grant agreement* as a *beneficiary* assuming the rights and obligations established by the *grant agreement*, by signing the accession form (Annex III) in three originals countersigned by the *principal beneficiary*, with effect from the **date stated in the accession form**.

- **(full name and legal form of the *beneficiary*) (national registration number if any)** established in *(full address city/state/province/country* represented by *(name of legal representative)*, *(function)*, or her/his/their authorised representative ("*beneficiary*"),- (...)]

31 ERC). Only for ERC grant agreements - CONTRIBUTION TO THE GUARANTEE FUND

Notwithstanding Article 6, the *pre-financing* referred to therein shall be paid to the *beneficiary* in accordance with the following:

- a first instalment of the *pre-financing* of EUR **[insert amount foreseen in Article 6.1, minus the *beneficiary's* contribution to the Guarantee Fund]** within 45 days following the date of entry into force of this *grant agreement*,
- a second instalment of the *pre-financing* of EUR **[*beneficiary's* contribution to the Guarantee Fund, insert amount foreseen in Article 6.2]** to be transferred by the *Commission* in the name of the *beneficiary* into the Guarantee Fund referred to in Article II.21, once the *Commission* has established the Fund and entrusted its financial management to a depository bank.

⁵ This option is used for new participants acceding to the grant agreement at a later stage of the project by amendment of the grant agreement.

34 ERC) - Only for ERC grant agreements - PROJECT INVOLVING COORDINATION WITH ANOTHER PROJECT FUNDED BY A THIRD COUNTRY AS A RESULT OF A COORDINATED CALL WITH THIS THIRD COUNTRY

1. The project shall be coordinated with the third country project called [insert the name of the third country project], as described in Annex I ("the third country project").

2. Coordination agreement

The beneficiaries are deemed to have concluded a *coordination agreement* with the partners of the third country project, which must be consistent with the provisions of this grant agreement and the *consortium agreement*. The *coordination agreement* governs *inter alia*:

- i. the internal organisation between the projects including the decision making procedures;
- ii. rules on intellectual property rights (for example regarding protection, dissemination, use and access rights);
- iii. the settlement of internal disputes, including cases of abuse of power;
- iv. liability, indemnification and confidentiality arrangements between the partners.

3. Termination

In addition to the cases stipulated in [Article II.35 Single-beneficiary][Article II.37 Multi-beneficiary] the Agency may terminate the *grant agreement*:

- Where *the third country project* does not start at the latest on the date specified in Annex I. In this case, no costs incurred by the [beneficiary] [consortium] under the *project* can be approved or accepted as eligible for reimbursement by *the Union*. Any *pre-financing* provided to the [beneficiary] [consortium] must be returned in full to the Agency.

- Where the corresponding *third country project* is terminated or becomes unable to meet its technical or economic commitments as defined in Annex I.

In both cases, the procedure described in [Article II.35 Single-beneficiary] [Article II.37 Multi-beneficiary] applies.

35 ERC). Only for ERC grant agreements - ARBITRATION CLAUSE TO BE USED ONLY AT THE REQUEST OF ENTITIES NOT RECEIVING A FINANCIAL CONTRIBUTION OF THE UNION WHICH ARE ESTABLISHED IN A THIRD COUNTRY NOT ASSOCIATED TO FP7 AND WHICH FOR REASONS OF DOMESTIC LAW CANNOT BE SUBJECT TO THE JURISDICTION OF THE COURT OF JUSTICE OF THE EUROPEAN UNION.

1. Any dispute between the Union and [name of the beneficiary] (referred to in this Article individually as the "Party" and collectively as the "Parties") relating to the grant agreement, which cannot be settled amicably shall be referred to arbitration in accordance with the procedure specified below.

2. The Parties may refer to a sole arbitrator appointed on the basis of a common agreement. If no agreement is reached, an arbitration committee composed of three arbitrators shall be appointed. In this case, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the committee.

Each Party shall notify the other of its intention to resort to arbitration, appointing in the same act its arbitrator. If within one month after receipt of a party's notification of the appointment of an arbitrator, the other party has not notified the first party of the arbitrator it has appointed, the first party may request the Secretary-General of the Permanent Court of Arbitration to appoint the second arbitrator.

3. Within one month of the appointment of the arbitrators, the Parties shall agree on the terms of reference of the arbitration committee, including the procedure to be followed. If no agreement is reached after this time-limit, and for any matters not covered by these terms of reference, the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States or International Organisations and Private parties shall apply, depending on the nature of the entities involved.

4. The arbitration proceedings shall take place in Brussels.

5. In resolving the dispute, the arbitrator or the arbitration committee shall apply the provisions of the *grant agreement*, the *European Community* and *European Union* acts related to FP7, the Financial Regulation applicable to the general budget of the *Union* and its *Rules of Application* and other *European Community* and *European Union* law and, on a subsidiary basis, by the law of [country of the seat of the authorising officer responsible under the internal rules on the execution of the general budget of the *European Union*]. The arbitrator or the arbitration committee shall set out in the arbitral award the detailed grounds for its decision.

6. The arbitral award shall be final and binding upon the Parties, which hereby expressly agree to renounce their right to any form of appeal or revision.

7. The costs, including all reasonable fees expended by the Parties to any arbitration hereunder, shall be apportioned between the Parties by the arbitrator or the arbitration committee.

8. The language to be used in the arbitral proceedings shall be English.

38 ERC). Only for ERC grant agreements - SPECIAL CASE WHEN SECONDARY AND HIGHER EDUCATION ESTABLISHMENTS AND PUBLIC BODIES ARE THE BENEFICIARY [FOR ERC SINGLE-BENEFICIARY]PRINCIPAL BENEFICIARY [FOR ERC MULTI-BENEFICIARY] AND THERE IS AN "AUTHORISATION TO ADMINISTER" GIVEN TO A THIRD PARTY CREATED, CONTROLLED OR AFFILIATED TO THE BENEFICIARY [FOR ERC SINGLE-BENEFICIARY] / PRINCIPAL BENEFICIARY [FOR ERC MULTIBENEFICIARY]

(For single-beneficiary ERC grant agreements):

The bank account mentioned in Article 5 is the bank account of [*insert third party with an "authorisation to administer"*].The financial contribution of *the Union* shall be paid to [*insert third party with an "authorisation to administer"*] which receives it on behalf of the *beneficiary*. The payment of the financial contribution of *the Union* to this entity discharges the *Agency* from its obligation on payments.

The *beneficiary* retains sole responsibility for the financial contribution of *the Union* and for the compliance with the provisions of the *grant agreement*.

(For multi-beneficiary ERC grant agreements):

The bank account mentioned in Article 5 is the bank account of [*insert third party with an "authorisation to administer"*].The financial contribution of *the Union* shall be paid to [*insert third party with an "authorisation to administer"*] which receives it on behalf of the *principal beneficiary*, which in its turn receives it on behalf of the other *beneficiaries*.

The payment of the financial contribution of *the Union* to this entity discharges the *Agency* from its obligation on payments.

The *principal beneficiary* may delegate the tasks mentioned in Article II.2.3 b), c) and d) to this entity. The *principal beneficiary* retains sole responsibility for the financial contribution of *the Union* and for the compliance with the provisions of the *grant agreement*.

39 ERC). Only for ERC grant agreements - OPEN ACCESS

(For single-beneficiary ERC grant agreements)

In addition to Article II.30.3, the *beneficiary* shall deposit an electronic copy of the published version or the final manuscript accepted for publication of a scientific publication, related to *foreground* published before or after the final report, in an institutional or subject-based repository at the moment of publication. The *beneficiary* is required to make its best efforts to ensure that this electronic copy becomes freely and electronically available to anyone through this repository:

- immediately, if the scientific publication is published "open access", i.e. if an electronic version is also available free of charge via the publisher, or
- within 6 months of publication.

(For multi-beneficiary ERC grant agreements)

In addition to Article II.30.4, *beneficiaries* shall deposit an electronic copy of the published version or the final manuscript accepted for publication of a scientific publication related to *foreground* published before or after the final report in an institutional or subject-based repository at the moment of publication. *Beneficiaries* are required to make their best efforts

to ensure that this electronic copy becomes freely and electronically available to anyone through this repository:

- immediately, if the scientific publication is published "open access", i.e. if an electronic version is also available free of charge via the publisher, or
- within 6 months of publication.

40 ERC). Only for ERC grant agreements - TRANSFER OF EQUIPMENT IN THE CASE OF TRANSFER OF THE GRANT AGREEMENT TO A NEW BENEFICIARY

(For single-beneficiary ERC grant agreements)

1. In the case of transfer of the *grant agreement* to a new *beneficiary*, upon request by the principal investigator and subject to approval by the Agency, the equipment items listed under the "equipment" budget category in Annex I and identified to be for the exclusive use of the project shall be transferred by the *beneficiary* to the new *beneficiary*.
2. The new *beneficiary* shall reimburse the *beneficiary* for the remaining costs of the equipment which have not been depreciated. These costs as well as any accessory costs (for dismantling, transferring and installing the equipment) can be declared by the new *beneficiary* provided they fulfil the conditions stipulated in Article II.14 of the ERC *grant agreement*.

(For multi-beneficiary ERC grant agreements)

1. In the case of transfer of the grant agreement to a new *principal beneficiary*, and upon request by the *principal investigator* and subject to approval by the Agency, the equipment items listed under the "equipment" budget category in Annex I and identified to be for the exclusive use of the project, shall be transferred by the *principal beneficiary* to the new *principal beneficiary*.
2. The new *principal beneficiary* shall reimburse the *principal beneficiary* for the remaining costs of the equipment which have not been depreciated. These costs as well as any accessory costs (for dismantling, transferring and installing the equipment) can be declared by the new *principal beneficiary* provided they fulfil the conditions stipulated in Article II.14 of the ERC *grant agreement*.

41 ERC). Only for ERC CSA grant agreements

The [coordinator] [beneficiary ...] shall engage the *principal investigator* identified in Annex I for at least the duration of the project.

The [coordinator] [beneficiary no ...] shall ensure that the work of the *project* specified in Annex I is performed under the guidance of the *principal investigator*.

42 ERC) Only for ERC SYNERGY grant agreements [FOR ERC SINGLE-BENEFICIARY]

- 1) The *beneficiary* in the grant agreement will host and engage the principal investigators.
- 2) Article 2 of the grant agreement is replaced as follows:
 1. The [lead][corresponding] *principal investigator* is:

- **(Name, date and place of birth of the [lead][corresponding] "principal investigator")** [‘nationality, passport No xxxx, Id number...].
 - 2. The other “*principal investigators*” as defined in Annex II are:
 - **(Name, date and place of birth of the "principal investigator")** [‘nationality, passport No xxxx, Id number...].
 - 3. The *beneficiary* shall enter into a supplementary agreement with each *principal investigator*. The provisions of the supplementary agreement⁶ which are not in accordance with this grant agreement shall be deemed to be void for the purposes of this grant agreement.
- Together with the signed grant agreement, the *beneficiary* shall transmit to the Agency a signed copy of the supplementary agreement for each *principal investigator*.
- 3) In addition to the definitions in Article II.1, the following definition applies to this grant agreement:

"[lead][corresponding] *principal investigator*" means the *principal investigator* who shall take all the appropriate steps towards the effective overall supervision and scientific reporting of the project.
 - 4) In Articles II.2.d)v)c., II.4.1 and II.4.2 the references to the *principal investigator* shall be considered to be a reference only to the [lead][corresponding] *principal investigator*.
 - 5) All the other references to the *principal investigator* in this grant agreement and in the Annexes thereto shall be interpreted as references to each *principal investigator*.
 - 6) The *beneficiary* shall ensure that arrangements amongst the *principal investigators* and the *beneficiary* are put in place by the *principal investigators* to ensure the efficient implementation of the project.

43 ERC) Only for ERC SYNERGY grant agreements [FOR ERC MULTI-BENEFICIARY]

1. Where more than one beneficiary carries out the project, the beneficiary hosting and engaging the [lead][corresponding] principal investigator is the principal beneficiary. In Article 3, Article 5.3, Article 6.1, Article 8, and Article 11 beneficiary shall be read principal beneficiary.

[OPT.⁷ 2. The *principal beneficiary* shall ensure that each legal entity indicated below hosting and engaging one or several *principal investigators* and/or *team members* accedes to this *grant agreement* as a *beneficiary* assuming the rights and obligations established by the *grant agreement*, by signing the accession form (Annex III) in three originals countersigned by the *principal beneficiary*, with effect from the **date on which the grant agreement enters into force**.

[a. *Beneficiaries* hosting and engaging one or several *principal investigators*:]

⁶ A template for the signature of the [lead][corresponding] *principal investigator* and a template for the signature of the other *principal investigators* are provided by the Agency.

⁷ This option is used for beneficiaries acceding to the grant agreement at the start of the project.

- **(full name and legal form of the *beneficiary*) (national registration number if any)** established in (*full address city/state/province/country* represented by (name of legal representative), (function), or her/his/their authorised representative ("*beneficiary*"),- (...)

[b. Other *beneficiaries* hosting and engaging one or several *team members* (with no *principal investigator*):

[- **(full name and legal form of the *beneficiary*) (national registration number if any)** established in (*full address city/state/province/country* represented by (name of legal representative), (function), or her/his/their authorised representative ("*beneficiary*"),- (...)]

The *principal beneficiary* shall send to the *Agency* one duly completed and signed accession form per *beneficiary* at the latest 45 calendar days after the entry into force of the *grant agreement*. The two remaining signed originals shall be kept, one by the *principal beneficiary* to be made available for consultation at the request of any *beneficiary*, and the other by the *beneficiary* concerned.

Should any legal entity identified above, fail or refuse to accede to the *grant agreement* within the deadline established in the previous paragraph, the *Agency* is no longer bound by its offer to the said legal entity(ies). The *beneficiaries* may propose to the *Agency*, within the time-limit to be fixed by the latter, appropriate solutions to ensure the implementation of the *project*. The procedure established in Annex II for amendments to this *grant agreement* will apply.]

[OPT.⁸ 2a. The *principal beneficiary* shall ensure that each legal entity indicated below hosting and engaging one or several *principal investigators* and/or *team members* accedes to this *grant agreement* as a *beneficiary* assuming the rights and obligations established by the *grant agreement*, by signing the accession form (Annex III) in three originals countersigned by the *principal beneficiary*, with effect from the **date stated in the accession form**.

[a. *Beneficiaries* hosting and engaging *principal investigators*:

- **(full name and legal form of the *beneficiary*) (national registration number if any)** established in (*full address city/state/province/country* represented by (name of legal representative), (function), or her/his/their authorised representative ("*beneficiary*"),- (...)].

[b. Other *beneficiaries* hosting and engaging one or several *team members* (with no *principal investigator*):

- **(full name and legal form of the *beneficiary*) (national registration number if any)** established in (*full address city/state/province/country* represented by (name of legal representative), (function), or her/his/their authorised representative ("*beneficiary*"),- (...)]

3. The *principal beneficiary* shall distribute the pre-financing only to other *beneficiaries* who have acceded to the *grant agreement*. *Beneficiaries* are allowed to transfer budget between themselves in so far as the work is carried out as foreseen in Annex I and they are allowed to transfer budget to be reimbursed as a lump sum for ICPC9 participants. In Article 6.2 *beneficiary* shall be read *beneficiaries*.

4. Article 2 of the *grant agreement* is replaced as follows:

1. The [*lead*] [*corresponding*] *principal investigator* is;

⁸ This option is used for new participants acceding to the *grant agreement* at a later stage of the project by amendment of the *grant agreement*.

⁹ International Cooperation Partner Countries

- **(Name, date and place of birth of the [lead] [corresponding] principal investigator)** [nationality, passport No xxxx, Id number...].
2. The other *principal investigators* as defined in Annex II are:
- **(Name, date and place of birth of the principal investigator)** [nationality, passport No xxxx, Id number...].
 - (...)
 - (...)
5. Each beneficiary shall enter into a supplementary agreement with each principal investigator it hosts and engages. The provisions of the supplementary agreement¹⁰ which are not in accordance with this grant agreement shall be deemed to be void for the purposes of this grant agreement.
- Together with the signed *grant agreement*, the *principal beneficiary* shall transmit to the Agency the signed copies of the *supplementary agreements*.
6. The multi-beneficiary version of the ERC Annex II shall be applicable to this grant agreement.
7. In Article II.1:
- the definition of the *principal beneficiary* is modified as follows:
11. "*principal beneficiary*" means the *beneficiary* hosting and engaging the [lead][corresponding] *principal investigator*;
- the following definition is added:
22. "[lead][corresponding] *principal investigator*" means the *principal investigator* hosted and engaged by the *principal beneficiary*, who shall take all the appropriate steps towards the effective overall supervision and scientific reporting of the project.
8. In Articles II.2.3.a), II.3.bis) and II.36.4 the references to the principal beneficiary shall be interpreted as references to each beneficiary hosting and engaging principal investigators, except for Article II.2.3. a)v)c), the submission of the request for amendment mentioned in Article II.2.3.a)vii), and Article II.3 bis) points 3 and 4 which shall be considered to be a reference only to the principal beneficiary.
9. In Articles II.2.1, II.2.3. a)v)c., II.4.1, II.4.2, and II.35.2 the reference to the principal investigator shall be considered to be a reference only to the [lead] [corresponding] principal investigator.
10. All the other references to the principal investigator in this grant agreement and in the Annexes thereto shall be interpreted as references to each principal investigator.
11. The beneficiaries shall ensure that arrangements amongst the principal investigators and the beneficiaries are put in place by the principal investigators to ensure the efficient implementation of the project.

¹⁰ A template for the signature of the [lead] [corresponding] *principal investigator* and a template for the signature of the other *principal investigators* are provided by the Agency.