



ANNEX I: TERMS AND CONDITIONS FOR HERA JRP-CE GRANTS

These terms and conditions relate to grants awarded by the **HERA Joint Research Programme – Cultural Encounters** (HERA JRP-CE).

HERA JRP-CE is supported by 19 organisations from 18 countries: **Austria, Belgium, Croatia, Denmark, Estonia, Finland, Germany, Iceland, Ireland, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovenia, Sweden and United Kingdom.**

A **HERA JRP-CE Collaborative Research Project (CRP)** is a transnational research project, involving at least three eligible researchers each based in a different country, selected for funding in the framework of the HERA Joint Research Programme.

The **HERA JRP-CE Handling Agency** is the Irish Research Council which is responsible for the management of the HERA Joint Research Programme – Cultural Encounters (CE).

A **Principal Investigator** is a researcher who is involved in a CRP and is responsible for leading CRP-related activities at his/her institute.

The **Project Leader** is one of the Principal Investigators acting as the leader of the CRP.

The **Research Organisation** is the host institution of the Principal Investigator, acting as Project Leader to which the grant is awarded, which distributes the funds to the CRP partners, and which takes responsibility for the completion and management of the CRP and the accountability of funds provided.

Responsibilities of the Project Leader

- The Project Leader is the contact point for the HERA JRP Handling Agency and is responsible for communication with the other Principal Investigators of the CRP.
- The Project Leader is responsible for the research agenda and its coherence, as well as for all reporting duties pertaining to the CRP funded within the frame of HERA JRP-CE.
- The Project Leader is a member of the *Research Steering Committee (RSC)*, which is comprised of all Project Leaders and possibly additional external research experts. The RSC provides research guidance and coordination and initiates research networking, dissemination and knowledge transfer activities for HERA JRP-CE activities.

Responsibilities of the Research Organisation

- The Research Organisation must ensure that the research is organised and undertaken within a framework of best practice, which recognises the various factors that may influence or impact on a collaborative research project. HERA JRP-CE expects research to be conducted in accordance with the highest standards of scientific integrity and research methodology. Particular requirements are to ensure that all necessary permissions are obtained before the research begins, and that there is clarity of role and responsibility amongst the research team(s) and collaborators. The Research Organisation is required to sign a *Consortium Agreement* with each partner of the Collaborative Research Project (CRP).
- The Research Organisation must ensure that the Project Leader is made aware of his/her responsibilities and that he/she observes the terms and conditions of HERA JRP-CE research grants.
- The Research Organisation must ensure that the research supported by the grant complies with all relevant national legislations, including those introduced whilst work is in progress. This requirement includes approval or licence from any regulatory body that may be required before the research can commence.
- It is strongly recommended that the Research Organisation adopts and follows the principles, standards and good practice for the management of research staff as set out in the *“European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers”*.

- The Research Organisation must notify the HERA JRP-CE Handling Agency of any changes to its status, or to that of any of the Principal Investigators, which may affect the eligibility to hold a research grant.
- The Research Organisation is responsible for the transfer of the CRP budget to the host institutions of the other Principal Investigators.
- The Research Organisation – and the other partners in the Collaborative Research Project – affirms its commitment to adhering to the national eligibility rules of its respective funding partners as set out in the “HERA JRP Cultural Encounters National Eligibility Requirements” document that was annexed to the HERA JRP Cultural Encounters call for Proposals.
- The Research Organisation is responsible for the proper financial management of the research grant and accountable for the use of public funds in line with national regulations.

Duration and Start Date of the CRP

The formal start date of the CRP will be the date indicated by the Research Organisation on the *Acceptance of Grant Certificate*, within the limits of the timeline indicated below.

The CRP must start by **30 September 2013** and is expected to end by **30 September 2016 at the latest** (for grants with a total duration of 36 months).

Submission of the *Acceptance of Grant Certificate* is required **within 30 days after the start date of the grant**. The *Acceptance of Grant Certificate* includes the following annexes, which form an integral part of the Certificate:

ANNEX I:	Terms and Conditions for HERA JRP-CE Grants
ANNEX II:	Description of Collaborative Research Project
ANNEX III:	Consortium Agreement
ANNEX IV:	Payment Request Form
ANNEX V:	Reporting Modalities

Amendments to Collaborative Research Projects (CRP)

The Project Leader must inform the HERA JR-CE Handling Agency, in writing and without delay, in the event of any **major amendment(s)** to the CRP, such as a change in or the transfer of the Project Leader, the removal of one or more Principal Investigators, major modifications to the budget, or a failure to gain access to research facilities and services, particularly those that could potentially hinder the achievement of the research objectives.

If deemed appropriate, the Handling Agency may request from the Project Leader the submission of a written request for amendment, together with a revised proposal, which would subsequently be forwarded to the **HERA JRP-CE Board** for approval. The HERA JRP-CE Board will approve or reject the request within 45 days of receipt of such. In case of major changes affecting the feasibility of the CRP, the HERA JRP-CE Board reserves the right to revise, retain or terminate the existing grant.

- **Delay in the Start of the CRP Activities**

When fully justified, the start of the CRP activities may be delayed by up to three months as of the start date of the grant indicated in the *Acceptance of Grant Certificate*; the total duration of the grant remaining unchanged. The Project Leader must provide to the Handling Agency a written justification of such a delay. If the CRP activities do not commence within three months of the grant start date, the HERA JRP-CE Board may consider terminating the grant.

- **Extension of the Total Grant Duration**

After the grant has started, its total duration may be extended by a total of up to three months, subject to prior written approval by the HERA JRP-CE Handling Agency. Extensions may be requested in order to compensate for unforeseen breaks or delays in the appointment of staff, periods of maternity leave or paid sick leave exceeding three months for staff funded by the grant, or other exceptional circumstances with the agreement of HERA JRP-CE. Requests for extensions should be submitted as soon as the circumstances have been identified, and then confirmed once the actual required period is known. All requests for extensions must be submitted to the HERA JRP-CE Handling Agency well in advance of the grant end date.

Regardless of the above conditions, **CRPs cannot be extended beyond 30 November 2016** under any circumstances.

- **Transfer of Grant**

The HERA JRP-CE acts in accordance with the principle of 'Money Follows Researcher'. The Research Organisation must inform the HERA JRP-CE Handling Agency in writing if the Project Leader or any Principal Investigator intends to transfer to a different organisation or to a different HERA JRP-CE country. If the new organisation is eligible to hold research grants according to the HERA JRP-CE eligibility rules, and is able to provide a suitable environment to enable the CRP to be successfully completed, the grant will be transferred with the Project Leader or the Principal Investigator. Written agreement to this transfer is required from both the relinquishing and receiving Research Organisations and their respective national or regional funding organisation.

The HERA JRP-CE Handling Agency wishes to be assured that satisfactory arrangements have been agreed and put in place, in order to enable the successful continuation and completion of the CRP, in accordance with its research objectives. If suitable arrangements cannot be agreed, the HERA JRP-CE Board will consider terminating the grant.

Where there is a basis for continuing involvement by the relinquishing organisation, agreement should be reached between both organisations on the apportionment of work, as well as on the distribution of related funding and reporting responsibility.

Research Grants will not be re-costed following transfer. The unspent balance of the grant will be transferred to the new Research Organisation. The receiving organisation will be required to confirm, by return of the *Acceptance of Grant Certificate*, that it will provide any balance of resources needed to complete the CRP.

Reporting Requirements

Each CRP partner (Research Organisation) shall submit the appropriate number of **PERIODIC reports** (according to total duration of grant) as well as a **FINAL report**, in compliance with the :

- HERA JRP-CE **Reporting Requirements**
 - cf. ANNEX V attached to the present *Acceptance of Grant Certificate*
- HERA JRP-CE **Reporting Guidelines & Templates**
 - cf. www.heranet.info

According to the total duration of the grant, the following **reporting periods** shall apply:

- RP1: Grant start date – 31 December 2013
RP2: 1 January 2014 – 31 December 2014 (or up to grant end date if prior to 31.12.2014)
RP3: 1 January 2015 – 31 December 2015 (or up to grant end date if prior to 31.12.2015)
RP4: 1 January 2016 – up to grant end date

A **Final Report** (over-arching and summarising the periodic reports) shall be submitted together with the last periodic report.

Further **Reporting Modalities** are provided under *Annex V*. Full guidance and standard templates are provided within the **HERA JRP-CE Reporting Guidelines & Templates**.

Approval of Reports

The financial reports and expenditure statements will be pre-checked and subsequently validated by the HERA JRP-CE Handling Agency.

The 1st periodic report, as well as the Final report, will be transmitted by the HERA JRP-CE Handling Agency to the **HERA JRP-CE Review Panel** for their comments on the overall scientific progress of the CRP. The reports, the Review Panel's comments and the Handling Agency's comments will subsequently be submitted to the HERA JRP-CE Board for decision.

The HERA JRP Board may:

- **approve** the report and proceed with the following payment.
- **suspend** the approval process and the following payment, if the report is incomplete, if further clarification or additional information is required, or if there are doubts with regard to the eligibility of costs claimed in the expenditure statement. The HERA JRP-CE Handling Agency will inform the Project Leader in writing of any such suspension and the conditions to be met for the lifting of the suspension. Suspension will be effective as of the date of notice sent by the HERA JRP-CE Handling Agency. The suspension will be lifted on the date when the conditions are met, and the HERA JRP-CE Board decision will be communicated to the Project Leader at the latest 60 days after such date.
- **reject** the report with appropriate justification (e.g. if the work carried out does not comply with the work plan described in Annex II to the *Acceptance of Grant Certificate*) and, if deemed appropriate, **terminate** the grant.

The decision of the HERA JRP-CE Board will be communicated to the Project Leader within 60 days of the receipt of the report by the Handling Agency.

The HERA JRP-CE Handling Agency reserves the right to call for periodic information on progress or to visit the Project Leader and/or Principal Investigators; as well as the right to request the Research Organisation to submit an expenditure statement at any time during the course of the grant, or to provide supplementary information in support of the annual or final expenditure statement.

Payment of Grant

The *Payment Request Form* for the 1st instalment is required within 30 days of the start date of the grant.

Further payments are subject to the approval of the periodic and final reports, and the receipt by the HERA JRP-CE Handling Agency of the corresponding *Payment Request Form* completed by the Research Organisation and attached to each report.

All payments are also subject to the availability of funds provided to the Handling Agency through the HERA JRP-CE Grant Agreement with the *European Commission* and the *Memoranda of Understanding* with the HERA JRP-CE Funding Agencies.

The HERA JRP-CE Handling Agency will transfer grant payments to the Research Organisation according to the following timetable:

Grants < 24 months:

1st instalment:	40% of the total grant, within 60 days after the formal start date
2nd instalment:	40% of the total grant, upon approval of the 1 st periodic report
Final instalment:	up to 20% of the total grant (according to total final expenditure), within 30 days of the approval of the final report

Grants > 24 months:

1st instalment:	40% of the total grant, within 60 days after the formal start date
2nd instalment:	20% of the total grant, upon approval of the 1 st periodic report
3rd instalment:	20% of the total grant, upon approval of the 2 nd periodic report
Final instalment:	up to 20% of the total grant (according to total final expenditure), within 30 days of the approval of the final report

All payments will be made in Euros.

Sanctions

The HERA JRP-CE Board may terminate the grant if the reports are rejected or are not submitted before the required deadline. The HERA JRP-CE Board will duly notify the Project Leader of any such decision via the HERA JRP-CE Handling Agency.

If the final report is not received within the period allowed, HERA JRP-CE may withhold 20% of expenditure incurred on the grant. **All payments made by the HERA JRP-CE may be recovered if the final report is not received within six months of the end of the grant.**

The recipient of the HERA JRP-CE grant shall without delay return to the HERA JRP-CE Handling Agency any grant, or any portion of the grant, received erroneously, in excess, or evidently without grounds, unless the amount in question does not exceed 10 Euros.

Eligibility of Funds

The grant may be used to meet research costs that are considered eligible by the respective national funding agencies, and in accordance with the budget of the CRP as described in **ANNEX II – Description of Collaborative Research Project**. Under no circumstances may the grant be used to meet costs incurred by any other projects or activities.

Normally, only expenditure incurred during the actual lifespan of the grant can be charged to the CRP, i.e. in the period between the grant's start and end dates indicated on the *Acceptance of Grant certificate*. However, costs directly related to final reporting tasks that could potentially be incurred during the two months following the formal grant end date, and/or outstanding commitments that have not yet been cashed out (e.g. publication costs) may be included as provisions, under the condition that fully detailed and formal justification is provided (i.e. copies of outstanding estimates or invoices for publication costs, statement from Research Organisation for committed employment costs, etc).

Further information on the criteria for eligibility of funds may be found within the **HERA JRP-CE Reporting Guidelines & Templates** (www.heranet.info/)

Procurement, Ownership and Use of Equipment

The procurement of equipment, consumables and services, including maintenance, must comply with all relevant national and EU legislation and the Research Organisation's own financial policy and procedures.

Equipment purchased from grant funds is primarily for use on the CRP for which the research grant was awarded, and belongs to the Research Organisation. Any proposal to transfer ownership of the equipment during the period of the grant is subject to prior approval by the HERA JRP-CE Board. After the research has ended, the Research Organisation is free to use the equipment without reference to HERA JRP-CE, but it is nevertheless expected to maintain the equipment for research purposes as long as is practicable.

Audits

The HERA JRP-CE Handling Agency, the HERA JRP-CE funding agencies and the European Commission reserve the right to have reasonable access to audit the records and financial procedures associated with research grants or to appoint any other body or individual for the purpose of such audits.

If so required, the Research Organisation must provide a *certified statement of accounts* issued by an independent auditor who is a member of a recognised professional body, stating that the expenditure has been incurred in accordance with the HERA JRP-CE terms and conditions and the applicable national funding rules.

Participation in the HERA JRP Networking and Knowledge Transfer Activities

The Research Organisation shall ensure that the Project Leader makes all reasonable efforts to participate in the networking and knowledge transfer activities of the HERA JRP-CE. These activities may include attending meetings of the Research Steering Committee, workshops and conferences to exchange information and ideas with other CRPs in the HERA JRP-CE Programme.

The Research Organisation shall ensure that the Project Leader makes all reasonable efforts, if so invited, to attend events or activities organised by HERA JRP-CE concerning the research undertaken, even if such events are held after a grant has finished.

Consortium Agreement

The Research Organisation is required to submit a signed *Consortium Agreement* to the Handling Agency not less than two weeks before the **Grant Start Date**. The Consortium Agreement shall form **Annex III** of the *Acceptance of Grant Certificate* and will define the management structure of the CRP and the roles and responsibilities of the Project Leader and Principal Investigators, financial provisions including the payment structure, as well as the management of the Intellectual Property Rights.

An example for a HERA JRP-CE Consortium Agreement may be downloaded at: www.heranet.info

The European Commission's Checklist for a Consortium Agreement for FP7 projects can also be consulted for general guidance on the issues to be covered (ftp://ftp.cordis.europa.eu/pub/fp7/docs/checklist_en.pdf).

Intellectual Property Rights (IPR)

The arrangements for the handling of IPR must be specified in the *Consortium Agreement* (see above). It is expected that the results obtained by the CRPs supported under this Programme will be placed in the public domain.

HERA JRP-CE conditions with respect to IPR are to be considered equal to those for all collaborative projects funded by the European Commission under FP7 (ftp://ftp.cordis.europa.eu/pub/fp7/docs/ipr_en.pdf).

Publication and Acknowledgement of Support

The Project Leader should, subject to the procedures laid down by the Research Organisation, publish the results of the research.

The Research Organisation should ensure that an electronic copy of the published version, or the final manuscript accepted for publication of a scientific publication, relating to foreground published before or after the final report, is placed in an institutional or subject-based repository at the moment of publication.

The Research Organisation must endeavour to ensure that this electronic copy becomes freely and electronically available to anyone through this repository:

- => immediately, if the scientific publication is published with "open access", i.e. if an electronic version is also available free of charge via the publisher; *or*
- => within 12 months of publication.

Publications and other forms of media communication, including media appearances, press releases and conferences, must acknowledge the support received from the HERA JRP-CE.

Public Engagement

It is the responsibility of the Research Organisation and the Project Leader to actively communicate the research to the public at both local and national level, and to raise awareness of the role of science and research in any related issues of public interest. The Project Leader should encourage other Principal Investigators, as well as the Ph.D. students and post-docs involved in the CRP, to actively communicate the research to the public.

Research Ethics

The Research Organisation is responsible for ensuring that ethical issues relating to the CRP are identified and brought to the attention of the relevant approval or regulatory body. Approval to undertake the research must be granted before any work requiring approval begins. Ethical issues should be interpreted broadly and may encompass, amongst others, the involvement of human participants in research, the use of animals, research that may result in damage to the environment and the use of sensitive economic, social or personal data.

Health and Safety

The Research Organisation is responsible for ensuring that a safe working environment is provided for all individuals associated with a CRP. Its approach and policy on health and safety matters must meet all regulatory and legislative requirements and be consistent with best practice. The Research Organisation must satisfy itself that all reasonable health and safety factors are addressed.

Misconduct and Conflicts of Interest

The Research Organisation is required to have in place procedures for governing good research practice that meet the requirements of the national guidance on good practice. The Research Organisation must ensure that there are reliable systems and processes in place for the prevention of research misconduct e.g. plagiarism, falsification of data, together with well-defined and clearly publicised arrangements for investigating and resolving allegations of misconduct. Where an allegation of misconduct arises in respect

of a researcher supported by a HERA JRP-CE research grant, the Handling Agency must be informed immediately and notified of the outcome of any such investigation.

The Research Organisation must ensure that potential conflicts of interest in research are declared and subsequently managed.

Disclaimer

The HERA JRP-CE accepts no responsibility, financial or otherwise, for expenditure or liabilities arising from the research funded by the research grant, except as set out in these *HERA JRP-CE Terms and Conditions*, or otherwise agreed in writing.

In the case of serious misconduct, the HERA JRP-CE Board reserves the right to terminate the grant with immediate effect subject at its discretion to the honouring of any payments that may be necessary in order to cover outstanding and unavoidable commitments.

If a grant is terminated, no liability for payment or redundancy or any other compensatory payment for the dismissal of staff funded by the grant will be accepted by the HERA JRP-CE, but, subject to the provisions of **Expenditure Statements**, negotiations will be held with regard to other contractual commitments and concerning the disposal of assets acquired under the research grant.

The payment of a HERA JRP-CE grant is subject to the availability of and receipt by the HERA JRP-CE Handling Agency of the necessary funding from the HERA JRP-CE partners and the European Commission. In the event that such funding is reduced or discontinued, the HERA JRP-CE Handling Agency, the HERA JRP-CE partners and the European Commission shall be under no obligation or liability to provide funding or to compensate the Research Organisation, the Project Leader or any other party in respect of any consequential reduction or cessation in grant payments.

Governing Law and Attribution of Competence in Case of Litigation

In case of dispute, the parties will first attempt in good faith to resolve the dispute prior to issue of legal proceedings. In the case that no solution can be found, the parties agree to submit the case to the exclusive jurisdiction of the Irish courts, the *HERA JRP-CE Terms and Conditions* being governed by and construed in accordance with Irish Law.

If any provision of these terms and conditions is found by a court or other legitimate body to be illegal, invalid or unreasonable, it will not affect the remaining terms and conditions that will continue in force.