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)
CONTENTS

PREAMBLE .......................................................................................................................... 4

CHAPTER 1  FINANCIAL MANAGEMENT (BUDGET AND ACCOUNTING) ..................................... 5

Article 1 Setting up a fund ........................................................................................................... 5
Article 2 Fund accounts ............................................................................................................... 5
Article 3 Procurement of funds ................................................................................................ 5
Article 4 Budget allocation ......................................................................................................... 6
Article 5 Project fund .................................................................................................................. 6
Article 6 Cash fund .................................................................................................................... 6
Article 7 Allocation of overhead ............................................................................................... 7
Article 8 VAT ............................................................................................................................. 7

CHAPTER 2 MANAGEMENT RULES FOR FP7 EUROPEAN PROJECTS AT EPFL .................. 8

SECTION 1 ACCOUNTING AND DEPRECIATION OF SCIENTIFIC EQUIPMENT .......................... 8
Article 9 Accounting rules for equipment in the context of a FP7 project ................................. 8
Article 10 Depreciation rules for equipment ............................................................................. 8

SECTION 2 DIRECT COSTS .................................................................................................... 9
Article 11 Subcontracting ........................................................................................................... 9
Article 12 Travel ....................................................................................................................... 9
Article 13 Internal invoices and machine time (“Temps machine”) ............................................... 10
Article 14 Representational expenses ..................................................................................... 10
Article 15 Other indirect costs and non-eligible costs ............................................................... 10

CHAPTER 3 MANAGEMENT OF HUMAN RESOURCES ...................................................... 12

SECTION 1 TIME KEEPING .................................................................................................. 12
Article 16 Management ........................................................................................................... 12

SECTION 2 EMPLOYMENT CONTRACTS AND JOB DESCRIPTIONS .......................................... 13
Article 17 Principles and fixed-rate salary conditions ................................................................ 13
Article 18 FP7 employment contracts, excluding Marie Curie ..................................................... 13
Article 19 FP7 Marie Curie employment contracts ..................................................................... 13
Article 20 Interns, grant recipients and assistants ..................................................................... 13
Article 21 Visiting professors and academic visitors ................................................................... 14
Article 22 Professors emeritus .................................................................................................. 15
Article 23 Employment costs ................................................................................................... 15
Article 24 Job description ......................................................................................................... 15

CHAPTER 4 REPORTING ...................................................................................................... 16

Article 25 Deadlines ................................................................................................................. 16
Article 26 Documents to be provided ....................................................................................... 16
Article 27 Process for validating the financial statement and Form C .................................... 17

CHAPTER 5 EXTERNAL AUDITS .......................................................................................... 17

Article 28 Practices .................................................................................................................. 17

CHAPTER 6 FINAL PROVISIONS ......................................................................................... 18

Article 29 Entry into force ........................................................................................................ 18

ANNEX 1 – MATRIX OF RESPONSIBILITIES ....................................................................... 19
ANNEX 2 – SAMPLE EMPLOYMENT CONTRACT ................................................................. 20
ANNEX 3 – RESEARCHER AGREEMENT ‘MARIE CURIE IOF’ ................................. ERREUR ! SIGNET NON DEFINI.
ANNEX 4 – PARTNERSHIP AGREEMENT ‘MARIE CURIE IOF’ ............................... 29
ANNEX 5 – EXAMPLE OF A ‘FORM C’ ........................................................................... 39
The Direction of the Ecole polytechnique fédérale de Lausanne hereby adopts the following:

Preamble

The purpose of the present management rules is to update and clarify certain practices and processes adopted by EPFL in the period after a grant is allocated (termed the “Post-Award” phase) from 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)

In addition to the amendment of the Directive issued by EPFL on research contracts and the transfer of technologies (DSCRTT), 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 (ReO) on 01.09.2013, the updating of the management rules has been made necessary due to a number of important decisions taken by the EPFL Direction, namely:

- authorising the Head of the ReO and the Research Delegate\(^2\) to affix the LSIGN institutional signature to projects instead of the professor or project manager;
- authorising Management Control (CDG) to affix the FSIGN signature;
- implementing the centralised Chronos tool for time keeping;

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

The “Pre-Award” phase, which runs from the submission and preparation of the contract until the confirmation of grant allocation, is not dealt with in this document.

In accordance with Annex 1, the ReO, CDG, Vice President for Human Resources and Operations (VPHRO), Head of Unit and Principal Investigator (PI) are jointly responsible for the “Post-Award” phase.

All terms designating functions apply to persons of either gender.

\(^1\) As opposed to the ‘pre-award’ phase, which includes the application submission and contractualisation.

\(^2\) Or a person authorised to perform this task.
Chapter 1  Financial Management (Budget and Accounting)

Article 1  Setting up a fund

The setting up of a fund for a project is subject to prior entry in the Grants database (Grants DB: http://grants-db.epfl.ch) of all application elements and related contracts. In other words, the CDG cannot proceed to setting up a fund until all of the documents and data regarding the project have been deposited in the Grants DB.

Article 2  Fund accounts

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 by the CDG on the basis of the data entered in the Grants DB:

- a project fund: this records all expenses relating to the project (salaries, trips, consumables, etc.);
- a cash fund: this enables cash advances and other accounting entries to be recorded. From 1st January 2018, the exchange rate used has been the applicable exchange rate according to the table available on the intranet page www.sf.epfl.ch/tauxdechange.

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.

Indirect costs are spread between EPFL, the School and the laboratory upon reception of payment from the European Commission or the 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.

Article 3  Procurement of funds

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 a Collaborative project, 65% of a Marie Curie project and 35% of an ERC project. The interim payments are dependent on the financial reporting (see Chapter 4).

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

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

1 As the actual overhead received is 20%, the budget allocated to the “project fund”, effectively for use by the Unit, corresponds to a portion of the direct costs, namely, 5/6 of the total amount of the project.

2 Example for a FP7 project: if the theoretical direct costs budget of the project is EUR 400,000, the EC will reimburse 75% of such costs (i.e. 0.75 * EUR 400K = EUR 300K) to which it adds 60% overhead (0.6 x EUR 300K = EUR 180K), i.e. a total of EUR 480,000. The overheads actually available and distributed between the Unit, the School and EPFL thus represent EUR 80,000, 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 according to the table available on the intranet page www.sf.epfl.ch/tauxdechange.

3 When two or more EPFL Units participate together in a project but with a single PI appointed vis-à-vis 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 for all related project funds as required by the EC may only be established manually with the support of the CDG.

Article 6  Cash fund

1 The cash fund (Fonds de trésorerie) is a technical fund that shows:
   - deposits from the EC recorded in Swiss francs at the agreed exchange rate;
   - reimbursement of direct but non-eligible costs, such as VAT;
   - entries for the overhead allocation.

2 The cash fund enables the fund manager to monitor payments, 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 resulting from variations in the exchange rate for deposits, expenditure and reporting (transfers to the project fund), is compensated by the CDG from a central fund.

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

5 Pursuant to the Appendix of the Financial Regulations (LEX 5.1.1), 10% of the overheads are allocated to the Unit, 20% to the School to which the Unit belongs, and 70% to EPFL’s general receipts.
Article 7  Allocation of overhead

1 In accordance with the Financial Regulations (LEX 5.1.1), the overhead is withdrawn and allocated at each EC payment.

2 When the project terminates, the CDG verifies that the overhead withdrawn corresponds to the amount declared. If there is a difference, an adjustment is made.

Article 8  VAT

VAT is a direct, albeit non-eligible cost. It is thus covered by the total contribution from the EC and is factored in by the CDG prior to the withdrawal and allocation of the overhead.
Chapter 2  Management rules for FP7 European projects at EPFL

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

Section 1  Accounting and depreciation of scientific equipment

The Directive concerning purchases and inventories (LEX 5.8.1) applies.

Article 9  Accounting rules for equipment in the context of a FP7 project

1 In accordance with the EC management rules, the purchase of equipment is not considered an eligible expense. Only the cost amount which corresponds to the period of use of the equipment during the project is considered eligible.

2 A piece of equipment may be fully or partially reimbursed by the EC within the context of a FP7 research project, provided the PI declares it in the Description of Work (DoW). In this case, a piece of equipment is depreciated in accordance with the depreciation rules as laid out in Article 10 of the present document. 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.

3 All equipment must be purchased according to a principle of “best value for money”. Order files must be kept in the EPFL purchase platform or by the purchasing Unit for the duration of the project and for 5 further years following the conclusion of the project (a total of approximately 10 years).

- Offers considered during the evaluation of the order file or explanation of the choice of supplier if the order file does not include offers.
- A copy of the order
- Delivery note
- A copy of the invoice
- EPFL Order form (non-catalogued order via SAP – SRM)

Article 10  Depreciation rules for equipment

On 1st January 2015, EPFL adopted the IPSAS accounting regulations. The eligibility and depreciation rules are as follows6:

- < CHF 10,000.00: Any acquisition below 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;
- CHF 10,000.00: Upward 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 form;

For special cases, the ReO and the CDG 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 (up to 60 days after the project’s conclusion).

Article 11 Subcontracting

Subcontracting expenses must have been foreseen and included in the DoW section of the budget.

An honorarium can generally be considered subcontracting.

All subcontracting must be subject to the principle of “best value for money”.

Any subcontracting activity not mentioned in the DoW will not be reimbursed by the EC. 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 ReO. In the event that reimbursement by the EC is not sufficient to cover direct costs, the Unit is financially responsible for the difference. For all questions regarding the addition of subcontracting, please contact the ReO.

Article 12 Travel

LEX 5.6.1 – Directives concerning professional travel and the reimbursement of expenses

The aforementioned directive is applicable for the reimbursement of travel expenses for EPFL employees as well as those for keynote speakers, experts and other visitors mentioned in the DoW.

The following points are also applicable:

- The travel expenses of an individual who is fully salaried by a European project may not be financed using a different fund.
- The relationship between the individual, the travel and the project must be clearly established and recorded. The following supporting documents must be archived in the laboratory for the duration of the project and for 5 further years following the conclusion of the project (a total of approximately 10 years).

For example:

- Travel requests;
- Boarding passes, hotel invoices, restaurant invoices;
- Minutes of meetings with a list of participants;
- Certificate of attendance for a conference related to the project;
Personal contribution (presentations, publications, posters) including the name of the project.

In accordance with EPFL regulations, the costs of visas and vaccinations necessary for travel are reimbursed. Expenses relating to passports and identity cards are not covered and therefore must not be settled using project funding.

The travel expenses of a person who is not employed by EPFL must be duly justified and accompanied by a statement from the person concerned indicating that no expenses will be reimbursed by his/her own institution.

It is mandatory for accounting entries relating to travel to include the corresponding travel budget number. Travel budgets approved by the Head of the Financial Service must be archived.

Article 13 Internal invoices and machine time (“Temps machine”)

1. As a general rule, machine time, or fees for machine or equipment use are invoiced via platforms. Platform user fees are eligible and correspond to the expenditure registered by the platform and invoiced to the laboratory in accordance with the established institutional format.

2. For all other internal invoices, the following conditions must be fulfilled in order to be considered eligible as a project cost:
   - The calculation method used to determine the amount invoiced is indicated on the invoice or recorded by the sender of the invoice in an attached document;
   - The nature of the service and the connection to the project are indicated on the facture or in an attached document;
   - The amount of the invoice does not include indirect costs or earnings.

Article 14 Representational expenses

1. Meals and coffee breaks are only paid for if they occur during the day and between two working sessions.

2. Representational expenses are generally considered as indirect costs by the EC. They cannot be settled using project funding unless the following conditions are met:
   - The list of participants in a meal is attached to the restaurant receipt, and on this list each participant confirms that he or she receives no reimbursement from his or her institution;
   - The list of diners corresponds to the list of meeting participants;
   - The costs and provisional budget are planned for in the DoW or validated in writing by the Project Officer during the project duration.

Article 15 Other indirect costs and non-eligible costs

The following expenses in particular cannot be considered as direct costs, and thus cannot be paid for using project funding:
   - Expenses incurred recruiting a candidate, in accordance with Article 23;
   - Fees for cancelling a trip;
   - Extramural activities for the Unit (farewell dinner, group outings, etc.);
   - All expenses incurred prior to the start of the project;
- Desktop computers, laptops, iPhones, tablets (iPads), unless used for a Marie Curie project or if they are specifically mentioned or linked to an item of equipment planned for in the DoW;
- Expenses incurred by another project partner must in general be paid for by the budget allocated to him/her;
- VAT is non-eligible cost and will be deducted from the project fund by the CDG.
Chapter 3  
Management of Human Resources

1 The Acts and Ordinances concerning employees of the Confederation and the Rules and Regulations concerning Working Time Management (RGT) are applicable to all EPFL employees and therefore to all employees salaried by the EC FP7 programme (https://polylex.epfl.ch/hr).

2 In order to comply with the framework conditions stipulated by the EC, EPFL has adapted a number of documents that form an integral part of the employment contract and which enable the monitoring of the performance of each employee in terms of working time management (time keeping).

Section 1  
Time keeping

Article 16  
Management

1 EPFL employee absences are monitored via the absence management system (http://absences.epfl.ch).

2 Every employee fully or partially salaried by at least one EC FP7 fund must enter and certify all of their working time at EPFL. These entries are carried out alongside the time keeping that all EPFL employees must complete in the absence management application mentioned in the paragraph above. The aim is to indicate the distribution of working time for each employee on their various projects and to establish a link between the declared salary costs and the working time dedicated to projects.

3 From 1st June 2018, hours may be entered using the Chronos tool available via the relevant page of the ReO website. The possibility of entering hours in Chronos is provided in a centralised manner for each laboratory via the ACCRED application. The Heads of Unit and the Unit Administrators may grant their Unit employees this right.

4 The Head of Unit is responsible for controlling time keeping entries and must ensure that entries are made at least on a weekly basis. The Head of Unit is also responsible for the monthly validation of hours entered and may not delegate this duty to a third party. The validation of hours entered must be completed at least once per month.

5 To declare salary costs, EPFL does not calculate hourly rates but instead allocates the project a proportion of the monthly salary according to the working time accounts. To do so, EPFL uses a standard number of productive hours p. a. for each category of employee, as indicated on the ReO page.

6 As far as possible, it is recommended to respect a limit of one project per person, but it is possible to have a maximum of three.

7 Due to the unpredictable nature of scientific research and the possibility of unexpected events, the initial budget, as submitted at the time of the request or as initially defined in the contract, can only be based on an estimation of the number of “persons-month” necessary for completing the project and the “Work Packages” (“WP”). All allocations between project categories (RTD, MNGT, DEMO, OTHER) and WP may be balanced at a later point by the person in charge of the relevant funds, provided that this remains within the budget limitations. The scientific and technical reports from the project constitute the sole justification.

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7 In accordance with the regulations laid out in LEX 4.1.4.
8 The time keeping accounts as described above are necessary for preparing a report for periodic fund raising (“Project Periodic Report” or “Periodic Financial Management Report”), regardless of involvement by external auditors.

Section 2 Employment contracts and job descriptions

Article 17 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% 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-doctoral research assistants at EPFL.

Article 18 FP7 employment contracts, excluding Marie Curie

The standard bilingual contract provided by EPFL containing the conditions described under Article 17 above for doctoral and post-doctoral research assistants applies to all EPFL personnel.

Article 19 FP7 Marie Curie employment contracts

1 The standard bilingual contract provided by EPFL containing the conditions described under Article 17 above for doctoral and post-doctoral assistants applies to all personnel (post-docs and postgraduate assistants) hired for Marie Curie type European projects.

2 This approach ensures equal treatment within the institution and observance of the financial rules, which require an adjustment at the end of the period depending on Euro exchange rate trends. The fixed-rate system invariably solves the problem of continuous fluctuation in the European currency exchange rate.

3 The following information applies to projects that foresee allowance disbursements:

- The “Travel allowance” is paid annually to the researcher and must be allocated via 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 conclusion of the project, the salary paid to the grant recipient is lower than the sum of the “Living, Mobility and Career Exploratory Allowance”, compensation will be made to the grant recipient at the end of the period according to the final balance sheet. The Unit will request this compensation to be paid by the Human Resources department. Final adjustments are made using the Euro exchange rate in vigour at the end of the period. In the event that the initial budget allocated to the project is overrun, the responsibility rests first with the research Unit and secondarily with the faculty.

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8 External audits act depending on the value of the project and whenever the accumulated costs exceed EUR 375,000 or a multiple of this amount (except for JTI projects).

9 Employment contract - See Annex 2
A clause incorporated in the employment contract ensures that the beneficiary receives the contractually stipulated amount at the end of the period by setting the EPFL 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). 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 ReO.

In a Marie Curie IOF grant, the employment contract must be accompanied by a “Researcher Agreement” and 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 relating to intellectual property, payment of bills, and other such matters.

**Article 20 Interns, grant recipients and assistants**

The present provision concerns Student Assistants, Construction Assistants and Temporary Assistants at EPFL, as defined in LEX 4.7.1, as well as grant recipients and interns without an EPFL employment contract who receive a monthly grant, the amount of which is defined by the hosting laboratory.

The cost of an intern or grant recipient sent from another institution may only be claimed as eligible within the framework of a European project if the following conditions are satisfied:

- Active attendance at EPFL is formally registered by the HR and through time keeping within the Unit concerned in accordance with the rules laid out in Article 16 (similar conditions to PhD and PostDocs from the same Unit);
- The link with the project must be recorded:
  - The intern or grant recipient’s contribution must be the subject of an internship report and/or explicitly acknowledged in the project’s scientific report(s) and resulting publication(s);
  - And/or the head of the project must write a certificate attesting the participation of the intern or grant recipient in the project. The certificate must be signed by the head of the project and by the intern or grant recipient. It is then archived in GrantsDB.

The cost of student assistants, construction assistants and temporary assistants may be claimed as eligible if the collaboration concerns a productive activity relating to the project, as opposed to the training of the student concerned.

**Article 21 Visiting professors and academic visitors**

LEX 4.2.5 regarding visiting professors and academic visitors applies.

Salary costs are considered eligible if the visiting professor or academic visitor is listed in the DoW and can justify the link between the working time he/she has invoiced to the project and the project itself.
Article 22  Professors emeritus

1 In accordance with LEX 4.2.6 on the employment of professors emeritus, EPFL may employ a professor emeritus for research activities by allocating a mandate.

2 Salary costs are considered eligible if the professor emeritus is mentioned in the DoW and can justify the link between the working time he/she has invoiced to the project and the project itself.

Article 23  Employment costs

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

Article 24  Job description

1 Every employee has a job description or list of duties defining the research project.

2 Templates are available on the page: https://rh.epfl.ch/forms. These must be used for all new instances of employment.
Chapter 4 Reporting

This chapter covers the preparation of the financial reports required by the EC for all FP7 projects. Periodic scientific reports and products are handled by the Units.

Article 25 Deadlines

1 A periodic financial report is required at regular intervals, in accordance with the conditions stipulated in the Grant Agreement (typically 12 months for Collaborative projects and 18 months for ERC projects).

2 For all projects, the Project Officer (or the Project Coordinator if a project has several partners) sends a notification by email 15 days before the end of the period under review. The deadline for submitting the periodic reports is 60 days after the end of the period under review.

Article 26 Documents to be provided

1 Upon receipt of this notification at the latest, the CDG sends a message to the PI indicating the documents necessary for closing the reporting period.

2 The PI ensures that all of the eligible accounting documents that are relevant to the project are correctly filed under the appropriate fund to enable the CDG to prepare the expenditure summary or internal financial statement for the period under review.

3 This report then allows the PI to generate ‘Form C’ (see example in Annex 5) via the Research Participant Portal: https://ec.europa.eu/research/participants/portal/desktop/en/home.html.

Article 27 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 of the fund accounts under the correct period in the knowledge that in addition to the mandatory audits commencing from a certain project value, EPFL is subject to regular audits ordered by the EC. These audits can occur at any time until 5 years after the conclusion of the project. If any fund accounts have been entered under the wrong period, the CDG must be notified.

2 Compliance with Form C is verified by the CDG.

3 The CDG validates Form C based on the project’s financial statements and the expenditure summary (internal financial report), and signs the document on the EC portal (FSIGN role).
Chapter 5  External Audits

Article 28  Practices

If the accumulated amount of funds requested from the start of the project exceeds EUR 375,000.00 or a multiple of this amount, the EC will require an external audit to be conducted for FP7 projects (except for certain JTI projects). In this case, the following additional documents must also be signed by the PI concerned and provided to the CDG so that they can be sent to the external auditors, who are mandated by the EPFL Direction:

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

Article 29   Entry into force

1 The present management rules entered into force on 27th June 2012, version 2.4 status as at 22nd October 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 – Matrix of responsibilities**

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<th>Type of document</th>
<th>Drafting / preparation</th>
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<th>Signature 2</th>
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<td>Employee</td>
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<td>Job descriptions (HR)</td>
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<td>Expenditure summary or internal financial report</td>
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<td>CDG</td>
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Annex 2 – Sample Employment Contract

Employment contract to be adapted for Marie Curie grant recipients

**CONTRAT DE TRAVAIL (Contract of employment)**

Entre l'École polytechnique fédérale de Lausanne (EPFL) et [Nom du contrat]

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### Annex 2 – Sample Employment Contract

**Employment contract to be adapted for Marie Curie grant recipients**

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**CONTRAT DE TRAVAIL (Contract of employment)**

Entre l'École polytechnique fédérale de Lausanne (EPFL) et [Nom du contrat]

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**RESOURCES HUMAINES**

**Nom, Prénom** :

**Adresse** :

**Function** :

**Début du contrat** :

**Niveau d'emploi (percentage)** :

**Salaire annuel brut** :

**Échelle fonctionnelle** :

**Nombre de personnes** :

**Dispositions particulières** :

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1. **Marie Curie** (sauf IOF) - Le salaire est conforme au forfait de l'EPFL. En fin de période contractuelle, reste réservé un complément tenant compte des variations de l'Euro et des diverses allocations.

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

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**Chef de personnel**

**(Human Resources Manager)**

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**Remarque** :

Annex 3 – Researcher Agreement ‘Marie Curie IOF’

RESEARCHER AGREEMENT

Concerning

EC Grant Agreement PFOF-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 [Dean of Research].

Through its Laboratory of [Scientific in charge] (hereinafter referred to as “Scientific in charge”)

And

Dr. [Researcher (Fellow)] (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 People Work Programme (FP7-PEOPLE-IOF), the Host Institution has signed a Grant Agreement n° [Grant Agreement number] entitled [Grant Agreement title], 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 [Laboratory name].

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 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. **Agreement**: means this written agreement concluded between the *Host Institution* and you, as the *Researcher*.

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*.

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.

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.

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.

6. **Intellectual Property**: As defined in the *EC Grant Agreement* Intellectual Property will mean:

   - **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.

   - **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.

7. **Partner Institution**: means the member to the strategic partnership agreement located in a non Associated third country.

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

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-2011-000023 - 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.
Marie Curie - PEOPLE-IOF-GA-2011-00000 - Researcher Agreement

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 4,000 Euros for each 6 months, as stated in the Grant Agreement under category D-Contributions 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 400 Euros during the return phase, as per the Grant agreement (Appendix I).
Marie Curie - PEOPLE-IOF-GA-2011-000000 - Researcher Agreement

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-2011-00006.

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: 

7
APPENDIX I
EC Grant Agreement

APPENDIX II
Contract of employment

APPENDIX III
The Researcher’s Personal Career Development Plan
Annex 4 – Partnership Agreement ‘Marie Curie IOF’
(10 Pages)

PARTNERSHIP AGREEMENT

Concerning

EC Grant Agreement PIOF-GA-2011-000000

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

École Polytechnique Fédérale de Lausanne (EPFL), (hereinafter referred to as “the Host Institution”) established in Lausanne, CH-1015, Switzerland and represented by [name], Dean of Research

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

And

Name of the Institute abroad, established in [Address of the Institute abroad], represented by [Name of the person in charge abroad] (hereinafter referred to as “the Partner Institution”)

Within the framework of the European Seventh People Work Programme (call identifier FP7-PEOPLE-2011), the Host Institution has signed a Grant Agreement No. 000000 on [Date of Agreement] 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-2011-000000 - 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 Researcher 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.
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. [Redacted].

- **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.
Marie Curie-PEOPLE-IOF-GA-2011-000000 - Partnership 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
ABA# (domestic wires)
ABA# (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 and 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 2.28, 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 no 228900.

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

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 sublicensable 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.
Marie Curie-PEOPLE-IOF-GA-2011-000009 - Partnership Agreement

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; nor
- 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
Marie Curie-PEOPLE- IOF-GA2011-000009 - Partnership Agreement

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 30.06.2015, 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-2011-000008 - Partnership Agreement

Done in two copies,

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

Name:  
Position: Dean of Research, EPFL

Signature:  
Date:  

Signed on Behalf of the Partner Institution,  

Name:  
Position:

Signature:  
Date:

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

10
Annex 5 - Example of a ‘Form C’

This form may be slightly different for different types of project.

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**FP7 - Grant Agreement - Annex VI - Collaborative project**

**Form C - Financial Statement (to be filled in by Third Party) Only applicable if special clause nr 10 is used**

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Funding Scheme</th>
<th>Collaborative project</th>
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<tr>
<td></td>
<td>01/07/2013</td>
<td>Is this an amendment to a previous statement? No</td>
</tr>
<tr>
<td></td>
<td>31/07/2013</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3rd party legal Name</th>
<th>3rd party Organisation name</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECOLE POLYTECHNIQUE FEDERALE DE LAUSANNE</td>
<td>EPFL</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding % for RTD definiens (A)</th>
<th>75.00</th>
</tr>
</thead>
<tbody>
<tr>
<td># that rate for indirect costs, specify %</td>
<td>90.00</td>
</tr>
</tbody>
</table>

1. Declaration of eligible costs/sum of unit rate/scale of unit (in €)

<table>
<thead>
<tr>
<th>RTD (A)</th>
<th>Type of Activity (B)</th>
<th>Cost rate of scale of</th>
<th>Total (A+B+C+D)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Personnel costs</th>
<th>45,867.72</th>
<th>0.00</th>
<th>0.02</th>
<th>0.00</th>
<th>45,867.72</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontracting</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Other direct costs</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Indirect costs</td>
<td>27,280.63</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>27,280.63</td>
</tr>
<tr>
<td>Total</td>
<td>72,748.35</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>72,748.35</td>
</tr>
</tbody>
</table>

2. Requested EC contribution

<table>
<thead>
<tr>
<th>Requested EC contribution</th>
<th>54,561.25</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>54,561.25</td>
</tr>
</tbody>
</table>

3. Declaration of receipts

- Did you receive any financial transactions or contributions in kind, free of charge from third parties or did the project generate any income which could be considered a revenue according to Art. 6; 17 of the grant agreement?
- If yes, please mention the amount (in €)

4. Declaration of interest yielded by the pre-financing (to be completed only by the coordinator)

- Did the pre-financing you received generate any interest according to Art. 19?
- If yes, please mention the amount (in €)

5. Certificate on the methodology

- Do you declare average personnel costs according to Art. 14.19?
- If yes, please mention the amount (in €)

6. Third Party’s declaration on their honour

- We declare on our honour that:
  - the costs declared above are directly related to the resources used to attain 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 transfers or contributions 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. 11.17 (C) of the grant agreement;
  - the interest declared above is the only interest yielded by the pre-financing which falls within the definition of Art. 11.19 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 by the Court of Auditors under the authorised representatives.