

## DEPARTMENT OF PSYCHIATRY's Communications Bulletin – May 5, 2009

Today's issue includes the following items:

1. **Tri-University Symposium** → **MAY 13** (attachment)
2. **Department of Psychiatry 24<sup>th</sup> Annual Research Day and Faculty Appreciation Dinner & Awards** → **JUN 04**
3. **STAR- Faculty wide Database Project**
4. **Reminder to Employees and Supervisors re: Reporting Workplace Accidents**
5. **BPD talk by Valerie Porr** → **MAY 12** (attachment)
6. **[Call for Applications] Peter Wall Institute for Advanced Studies – Distinguished UBC Scholars in Residence** → **deadline: MAY 08** (attachment)
7. **Social Sciences and Humanities Research Council (SSHRC) – International Opportunities Fund (IOF)** → **deadline: MAY 08**
8. **[Call for Nominations] Natural Sciences and Engineering Research Council of Canada (NSERC) – E.W.R. Steacie Memorial Fellowships** → **deadline: JUL 02**
9. **[Awards] Department of Defense Prostate Cancer Research Program (PCRP) – Prostate Cancer Pathology Resource Network Awards** → **deadline: JUL 15 & AUG 05**
10. **European Commission Research – Information on EU 7<sup>th</sup> Framework Program (FP7) for Research & Technological Development – Participation of Third Countries** (4 attachments)
11. **REMINDER: FoM Full Faculty Meeting** → **MAY 11** (attachment)
12. **April 2009 Postdoc Newsletter**
13. **UBC United Way Thanks** (attachment)

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### 1. TRI-UNIVERSITY SYMPOSIUM (see attached)

**May 13, 2009**

UBC Department of Psychiatry will host a one day symposium at UBC to showcase research being done in the department and the international collaborate sites such as *Seoul National University* in Korea, the *Institute of Psychiatry* in Sao Paulo, Brazil, and at the *University of Porto Alegre* in Brazil.

RSVPs are requested to enable the organizers to track numbers properly.

Please RSVP to

**Loretta Musselwhite**

Academic Secretary, Mood Disorders Centre  
University of British Columbia and UBC Hospital  
2255 Wesbrook Mall, Vancouver, BC, V6T 2A1  
Tel: 604-822-7325, Fax: 604-822-7922  
loretta.musselwhite@ubc.ca

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## **2. DEPARTMENT OF PSYCHIATRY, 24<sup>th</sup> RESEARCH DAY AND FACULTY APPRECIATION DINNER & AWARDS**

**June 4, 2009**

The 24<sup>th</sup> Annual Department of Psychiatry Research Day will take place on June 4, 2009, at the Pan Pacific Hotel, Crystal Ballroom. Immediately following the presentations at Research Day, Faculty (Clinical & GFT), Residents and Research Day Presenters are all invited to attend the Faculty Appreciation Dinner & Awards function which will be held at the end of the day. At the function, a number of Post Graduate, Undergraduate and CME Awards as well as awards for best presentations at research day will be presented.

For more information including registration please see  
<http://www.psychiatry.ubc.ca/Events/ResearchDay.htm>

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## **3. STAR- FACULTY WIDE DATABASE PROJECT**

**STAR-UBC MONTHLY eUPDATE: APRIL 2009**

Greetings

Faculty-wide use of the UBC Faculty of Medicine STAR application is anticipated in time for the 2009-2010 academic year. This month's communiqué highlights the latest news from the STAR implementation project, which is helping to improve information management at the Faculty.

### ***Department of Pediatrics Pilot***

The Department of Pediatrics has been instrumental in piloting the STAR 4.10 release earlier this month. The pilot successfully identified some issues that require resolution leading to changes in upcoming STAR releases that will provide the best possible user experience for all departments. The project sponsors and the project team would like to acknowledge the excellent work undertaken by the Department of Pediatrics on behalf of the project and all other migrating departments. Kudos!

### ***Migrating to STAR***

Members of the implementation project team have been meeting with representatives from departments to discuss the process of migrating to STAR. The response from departments has been enthusiastic with many more committing to migrate to STAR in June/July 2009. The current list of departments migrating to STAR includes:

- Anesthesiology, Pharmacology & Therapeutics
- Biochemistry & Molecular Biology
- Cellular & Physiological Sciences
- Dermatology & Skin Science
- Family Practice
- Medical Genetics
- Medicine
- Obstetrics & Gynaecology
- Ophthalmology & Visual Sciences
- Pathology & Laboratory Medicine
- Pediatrics
- Psychiatry
- Surgery
- Urologic Sciences

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## **4. REMINDER TO EMPLOYEES AND SUPERVISORS RE: REPORTING WORKPLACE ACCIDENTS**

Reporting Workplace-related Injuries and Illnesses

Please remember that both employee and supervisor have a responsibility to complete incident reports if accident occurs in the workplace. The Department wants to make sure that everyone receives immediate and proper treatment and that we are following through with our responsibility to maintain a safe workplace.

For every work-related incident/accident resulting in personal injury or illness, UBC requires the following to be submitted to Health, Safety and Environment:

- [UBC Faculty & Staff incident/accident form](#) - to be **completed by the worker's supervisor**
- [Form 6A – Worker's Report of Injury or Occupational Disease to the Employer](#) – to be **completed by injured worker**

If work-related injury or illness occurs, please contact our HR Manager Janie McCallum, ([janie.mccallum@ubc.ca](mailto:janie.mccallum@ubc.ca) or 2-7315), as soon as it happens and she can guide you through the process of what forms need to be completed. The admin office will need copies of both forms for the employee file, especially if a WCB claim is involved.

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## **5. BPD TALK BY VALERIE PORR (see attached)**

Helping Yourself & Someone You Love with Borderline Personality Disorder (BPD) by Integrating Techniques from Dialectical Behaviour Therapy (DBT) and Mentalization (MBT)

**May 12, 2009**

**Time: 7:00-8:00 pm**

**Venue: 1081 Burrard Street  
Vancouver, B.C.  
St. Paul's Hospital, Room 1461, Providence, Level 1**

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## **6. PETER WALL INSTITUTE FOR ADVANCED STUDIES (see attached)**

**Peter Wall Distinguished UBC Scholars in Residence - Call for Applications for 2010**

**Deadline: May 8, 2009**

The Distinguished Scholars in Residence program is directed at senior, tenure-stream professors located at UBC-Vancouver. The selection of scholars is based on recognized research excellence in line with the mandate of the Institute, in particular being oriented to basic research and being interdisciplinary.

The advantages of the Peter Wall Institute Distinguished Scholar in Residence award are individual and unique. Scholars in Residence are provided with a private office in the Institute (for use as their main research office for the 12 months of their appointment) and access to Institute facilities located in a dedicated scholars' area on the top floor of the University Centre and in the newly-renovated top floor of the East Wing, twenty-four hours a day, seven days a week. Scholars' offices are fully equipped with a computer, standard software, connection to a network printer, an email account, and voice-mail. Basic technical and office assistance is available. A very flexible, personal infrastructure budget of \$ 15,000 will be provided to each scholar. (Specific funding allowances may be viewed on the program's website.) Additional funding of up to \$5,000 is available for special projects. A starting week-end retreat, Scholar in Residence research talk to Associates of the Institute, and weekly meetings of the cohort are part of the program. Scholars in Residence become permanent Faculty Associates of the Institute and receive invitations to all Institute events.

For 2010 the Institute expects to appoint up to six positions for this prestigious award. The term of the appointment is for one year. The next appointments will run from April 1, 2010 to March 31, 2011. This timing makes it possible to work out course buy-outs etc. with home departments. The submission deadline for the next set of appointments is May 8, 2009.

For general information about the Wall Institute and the program, check the web site under programs at <http://www.pwias.ubc.ca/programs/sir.php>. You may also want to consult the write-ups on past Scholars in Residence in our Annual Reports, posted on our website under "General Information."

Should this program be of interest to you, and should you find that you are eligible for the program, we look forward to considering your application. You are welcome to contact Dr. Dianne Newell, Director: phone: 822-4237, e-mail: [dianne.newell@ubc.ca](mailto:dianne.newell@ubc.ca)

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## **7. SOCIAL SCIENCES AND HUMANITIES RESEARCH COUNCIL (SSHRC)**

### **International Opportunities Fund (IOF)**

**Deadline: May 8, 2009**

The objectives of the IOF program is to help Canadian researchers to initiate and develop international collaborative research activities and to facilitate participation or leadership in current or planned international research activities that offer outstanding opportunities to advance Canadian research:

1. Development Grants (\$25K 1 yr) for workshops, seminars, or planning meetings that are expected to lead to significant international collaboration.
2. Project Grants (\$75K 1 yr) to help secure Canadian participation or leadership in current or planned international research initiatives or networks.

For further details please visit their website:

[http://www.sshrc.ca/site/apply-demande/program\\_descriptions-descriptions\\_de\\_programmes/international\\_opportunities\\_fund-fonds\\_initiatives\\_internationales-eng.aspx](http://www.sshrc.ca/site/apply-demande/program_descriptions-descriptions_de_programmes/international_opportunities_fund-fonds_initiatives_internationales-eng.aspx)

*The Office of the VP Research provides consultation and support to major international proposals. Please contact our International Research Resource Officer.*

Jacqueline Smit | International Research Resource Officer  
Office of the Vice President Research  
University of British Columbia

T. 604-822-8136

[jacqueline.smit@ubc.ca](mailto:jacqueline.smit@ubc.ca) | [www.research.ubc.ca](http://www.research.ubc.ca)

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## **8. NATURAL SCIENCES AND ENGINEERING RESEARCH COUNCIL OF CANADA (NSERC)**

### **E.W. R. Steacie Memorial Fellowships – Call for Nominations**

**Nomination Deadline: July 2, 2009**

The NSERC Steacie Fellowships honour the memory of Dr. Edgar William Richard Steacie, an outstanding chemist and research leader who made major contributions to the development of science in Canada during, and immediately following, World War II. Dr. Steacie believed that young researchers are a great national asset and should be given every opportunity to develop their own ideas ([\*click here for further information about the award\*](#)).

### The Prize:

Every year, NSERC awards up to six Steacie Fellowships that are held for a two-year period. The Fellowships are awarded to *enhance the career development of outstanding and highly promising university faculty who are earning a strong international reputation for original research.*

Successful fellows are relieved of teaching and administrative duties, so that they can devote all their time and energy to research. The Fellowships are held at a Canadian university or affiliated research institution.

The Fellowship normally includes a contribution to the university in the amount of \$90,000 per year toward the fellow's salary ([click here for further details](#)).

### Eligibility:

Candidates should have obtained their doctorate within the last 12 years and hold a grant from NSERC.

Candidates may not apply on their own behalf. They must be nominated by senior members of the Canadian science and engineering community, and the nominations must be endorsed by the executive head of the candidate's university. University officials must screen the nominations and forward up to 6 nominations that are demonstrably outstanding ([click here for further eligibility requirements](#)).

### Nomination Information:

The nomination process involves three people:

1. The nominator;
2. The executive head of the university; and
3. The nominee.

\*Nomination material should conform to NSERC presentation standards, as described in the [How to Complete Form 100 Instructions](#). *When completing [Form 100](#) to apply for a Steacie Fellowship, follow the guidelines except that: a) contributions do not need to be limited to those in the last six years; and b) there is no page limit.*

\*Since the selection committee is multidisciplinary, the nomination *material should be written for non-specialists* ([click here for more information the nomination process](#)).

### Nomination Deadline:

JULY 02, 2009

*\*Please note: There is no internal deadline to the Office of Vice President Research.*

Nominators may contact us however, if you require assistance in the preparation of your package to ensure you put forth the strongest possible nomination.

For assistance or for more information, please contact:

Karissa Kozuback, Faculty Awards Coordinator  
Office of the Vice President Research  
OAB 224, 6328 Memorial Rd, Vancouver, BC V6T 1Z2  
(t) 604.822.6010 (f) 604.822.6295  
Email: vprawards@exchange.ubc.ca

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## 9. DEPARTMENT OF DEFENSE PROSTATE CANCER RESEARCH PROGRAM (PCRP)

### Prostate Cancer Pathology Resource Network Awards

**LOI Deadline: July 15, 2009**

**Application Deadline: August 5, 2009**

The Department of Defense Prostate Cancer Research Program (PCRP) has released the tenth of the ten program announcements for fiscal year 2009 funding mechanisms and Awards, the Prostate Cancer Pathology Resource Network Awards. The following funding opportunity information may interest independent investigators at or above the level of Assistant Professor (or equivalent) focused on developing prostate cancer pathology resources. Funds may not be used for research or development of clinical protocols.

DoD Prostate Cancer Research Program offers the Pathology Resource Network Award: The synopsis table showing eligibility, key mechanism elements, funding, and deadlines are available on website:

<http://cdmrp.army.mil/funding/pdf/09pcrpreftable.pdf>, page 3.

The Program Announcement and Application instructions are available on website:

<http://cdmrp.army.mil/funding/pcrp.htm> and on Grants.gov website (<http://www.grants.gov> <<http://www.grants.gov>>).

### DoD PCRP Deadlines for new Pathology Resource Network Awards

. Pre-Application (Letter of Intent) through <http://cdmrp.org/> <<http://cdmrp.org/>> required and due: July 15, 2009, 5:00 p.m. Eastern time

. Application through <http://www.grants.gov/> <<http://www.grants.gov/>> due August 5, 2009, 11:59 p.m. Eastern time

Help with interpretation of the Program Announcements: [cdmrp.pa@amedd.army.mil](mailto:cdmrp.pa@amedd.army.mil)  
<<mailto:cdmrp.pa@amedd.army.mil>> - 301-619-7079, Frederick, Maryland.

Help with CDMRP download related questions: [help@cdmrp.org](mailto:help@cdmrp.org) <<mailto:help@cdmrp.org>> -  
301-682-5507, Frederick, Maryland.

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## 10. EUROPEAN COMMISSION RESEARCH (see 4 attached)

### **Information on the EU 7<sup>th</sup> Framework Program (FP7) For Research & Technological Development – Participation of Third Countries**

*Please see update from the Trade Commissioner (Innovation, Nanotechnology), Foreign Affairs & International Trade Canada below:*

The EU provides a solid base with well established institutions and research capacity and many EU priority areas for research overlap with those of Canada. For example: Energy (e.g. hydrogen and fuel cells); Food and Biotechnology (e.g. biofuels, traceability, diet and nutrition); nanotechnology; Information Communication Technology and Health (e.g. research connected to an aging population, obesity, diabetes, cancer).

Canadian participation in the framework programs has been steady: 70 projects in FP4; 74+ in FP5; and 108 in FP6.

**EU's latest iteration, FP7 with an overall budget of €4 billion, started in 2007 and will run until 2013.**

All Canadian research and development organizations - academic, public and private sector - are eligible for FP7 collaboration with European partners generally on a self-funded basis – that is, funded from Canadian sources.

**Please find attached documents from the EU DG-Research, related to new arrangements to facilitate participation of third countries in FP7.**

- adaptations to the Model Grant Agreement used under FP7 to provide an improved legal structure for cooperation with Canada under FP7,
- an administrative note on the implementation of coordinated calls
- clarification on the use of and access to intellectual property rights, as well as identification of which provisions in the Model Grant Agreement are NOT applicable to Canadian entities participating in an FP7 project without EC funding.

When a project is undertaken through FP7, all project participants -even if they are not receiving FP funding from the Commission- must sign the FP7 contribution agreement. This agreement is between the European Commission and the project beneficiaries and sets out the rights and obligations of the beneficiaries towards the Commission and towards each other. Since industrialized third countries such as Canada generally participate in FP7 on a self-funded basis, concerns had been raised about some of the model contract clauses, relating for example, to the level of financial reporting and intellectual property requirements.

**In an attempt to address these problem areas, the European Commission has drafted, or modified, several “special” clauses for the grant agreement for use by third countries.**

To view all of the special clauses, please see: [ftp://ftp.cordis.europa.eu/pub/fp7/docs/fp7-ga-clauses-v3\\_en.pdf](ftp://ftp.cordis.europa.eu/pub/fp7/docs/fp7-ga-clauses-v3_en.pdf). As well, please see the attached documents provided by the European Commission that highlight the special clauses that are most likely of interest to Canada.

Below you will find explanations of the new and revised special clauses, including those related to transfer of ownership of intellectual property, reporting requirements and arbitration. Canadian entities should be aware of the special clauses and seek to have them included in the grant agreement where beneficial.

*Special Clause 9: Financial Obligations (existing special clause modified)*

This clause releases the project participant (generally from a third country) that incurred costs related to the project, but where their costs were self-funded (e.g., they did not receive FP funding) from some of the reporting obligations that apply to those who received FP funding from the Commission. This clause was available before, but has been modified to make its provisions clearer.

*Special Clause 35: Arbitration*

This clause was developed in response to difficulties encountered by the United States in accepting for arbitration purposes the use of the European Court of First Instance or the European Court of Justice of the European Communities, which are the general courts used under FP7 in the case of litigation. Article 35 is similar to the existing Article 2, which applies to international organizations (e.g., the United Nations). It can be used at the request of a non-associated third country entity that is not receiving funding under FP7 and where for reasons of domestic law it cannot be subject to the above mentioned European courts.

Under the new arbitration clause 35, the third country notifies the other country of its intent to start an arbitration procedure. The parties then have one month to agree on an arbitrator. If they can't agree on one, each party selects its own arbitrator and the two arbitrators will then select a third that will act as the presiding arbitrator of the three person committee. Arbitrations will be held in English in Brussels and the ruling is final. Article 35 also includes provisions for dispute resolution should one party not respond to the other in the allotted time period or if they cannot agree on the terms of the arbitration committee.

*Special Clause 36: Transfer of Ownership*

In the past an entity participating in a Framework project that was not receiving FP funding and that wanted to extend IP rights to a third party that was not part of the project consortium had to notify the European Commission of its wish and the Commission had the ability to say no. This created problems for entities that created foreground IP during a Framework project with their own funding and efforts. The new clause available for non-associate third countries addresses this problem. This clause relates as well to clause 11 "Notification to the Commission Required in Case of an Intended Transfer of Ownership and/or an Intended Grant of an Exclusive License", which has also been modified.

For more information on FP7 and the new and revised special clauses, please contact Patricia Ockwell, our S&T Counsellor in Brussels:

Patricia E. Ockwell  
Counsellor, Science and Technology  
Mission of Canada to the European Union  
Tel: 32(0)2 741.06.86 Fax: 32(0)2 741.06.29  
e-mail: [pat.ockwell@international.gc.ca](mailto:pat.ockwell@international.gc.ca)  
Mission web site: [www.canada-eu.gc.ca](http://www.canada-eu.gc.ca)

Thomas Cassart, S&T Officer - Europe, Innovation, Science & Technology Division in Ottawa can also assist with inquiries and can be reached by tel (613) 992-7023 or by email at [Thomas.Cassart@International.gc.ca](mailto:Thomas.Cassart@International.gc.ca)

Kind regards  
*Sudha Kshatriya*  
Trade Commissioner (Innovation, Nanotechnology)  
Foreign Affairs and International Trade Canada, Vancouver, B.C.  
[sudha.kshatriya@international.gc.ca](mailto:sudha.kshatriya@international.gc.ca)  
Telephone/ *Téléphone* 604-666-1436  
Facsimile / *Télécopieur* 604-666-0954  
<http://www.tradecommissioner.gc.ca/eng/services-foreign-companies/offices.jsp>

For further details on FP7 please visit [http://ec.europa.eu/research/fp7/index\\_en.cfm](http://ec.europa.eu/research/fp7/index_en.cfm)

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**11. REMINDER: FoM FULL FACULTY MEETING (see attached)**

**May 11, 2009**

This is a reminder that the Faculty of Medicine's "Full Faculty Meeting" is next week on May 11, 2009. Please see the original message and attachments below/ attached.

Thank you.

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ORIGINAL MESSAGE: sent April 20, 2009.

TO: all Faculty of Medicine (FoM) faculty members

This is to advise that the **FoM Full Faculty Meeting** will be held on...

**Date: Monday, May 11, 2009**

**Time: 5:00 - 6:30 pm**

at the following locations:

- Lower Mainland - **Life Sciences Centre, Lecture Theatre 1**, 2350 Health Sciences Mall, UBC Point Grey Campus
- videoconferenced to Victoria @ UVic: Medical Science Building, Room #150
- videoconferenced to Prince George @ UNBC: Dr. Donald Rix Northern Health Sciences Centre, Room #9 - 370

Attached, please find the following:

- (1) Agenda and location map of Life Science Centre 1
- (2) Minutes of November 27, 2008 meeting

Thank you.

*Regrets: Patricia Lou at 604-822-0397 or [plou@medd.med.ubc.ca](mailto:plou@medd.med.ubc.ca)*

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## **12. UBC POSTDOC ASSOCIATION QUARTERLY E-NEWSLETTER**

Dear UBC member,

The seventh issue of the UBC-PostDoc Association quarterly newsletter is finally here! It communicates the work of the PDA and provides information to (and about) the UBC postdoc community. We think it will be of interest for all those of you that have something to do with postdocs and RAs, including Faculty and graduate students.

You can download the newsletter here:

[http://www.lsi.ubc.ca/uploads/postDocClub/PDA%20news\\_Apr09\\_final\\_files/PDA%20news\\_Apr09\\_final.pdf](http://www.lsi.ubc.ca/uploads/postDocClub/PDA%20news_Apr09_final_files/PDA%20news_Apr09_final.pdf)

and get access to our website and past editions of the newsletter here:  
[http://www.lsi.ubc.ca/uploads/postDocClub/index\\_files/index.html](http://www.lsi.ubc.ca/uploads/postDocClub/index_files/index.html)

YOU SHOULD NOT MISS:

- \*\* Announcement of our upcoming seminar, which takes place **TOMORROW APRIL 28<sup>th</sup> AT 4:45pm** focusing on the Centre for Drug Research and Development (CDRD), page 7
- \*\* An article saying farewell to Ana LeMeur, longtime PDA exec member, who recently left UBC to return to Europe and a job with UCB Pharma, page 4
- \*\* A report on the recent UBC-PDA trip to Whistler, page 5

ALSO IN CURRENT ISSUE:

- \*\* Latest edition of the "Postdocs come in many flavours!" article featuring interviews with postdocs in different disciplines. This month we have changed the format and have interviewed two postdocs from the Centre for Drug Research and Development, in conjunction with tomorrow's seminar, page 2-3
- \*\* Announcement of our **May 7<sup>th</sup> social at The Alibi Room**
- \*\* Professional Development Opportunities, including seminars and UBC resources, page 6

The PDA Newsletter has been edited by a volunteer editorial board with contributions from PDA organizers and other members of the UBC community. We hope you enjoy reading this newsletter and, as always, we invite any postdoc to send contributions for future editions. Comments and suggestions are also welcome.

Sincerely,

UBC-PDA and the newsletter team  
<http://www.lsi.ubc.ca/postDocClub.php>

Geraldine Walsh PhD  
Biomedical Research Centre,  
University of British Columbia,  
2222 Health Sciences Mall,  
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BC V6T 1Z3

e-mail: [geraldine@brc.ubc.ca](mailto:geraldine@brc.ubc.ca)  
Telephone: 604 822 7839

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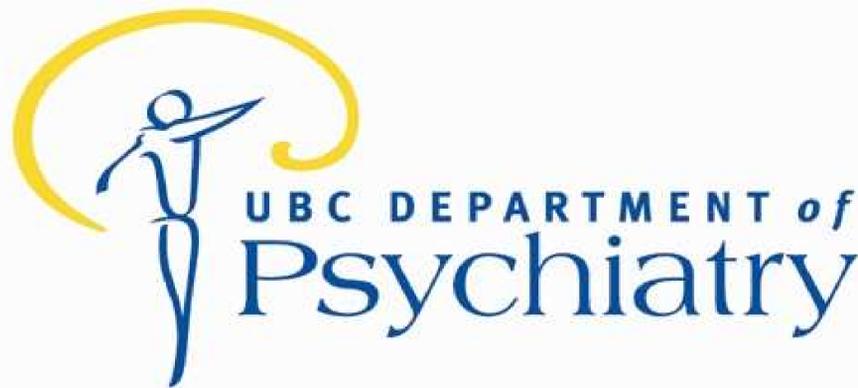
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**13. UBC UNITED WAY THANKS** (see attached)

The attached message is sent on behalf of the UBC United Way office regarding the 2008 campaign.

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# Tri University Symposium

University of British Columbia

Seoul National University

Instituto de Psiquiatria Brazil

## May 13, 2009

8:30 a.m. to 3:30 p.m.

Life Sciences Centre  
LSC2 Lecture Theatre  
2350 Health Sciences Mall  
Vancouver, BC

Please register by May 1st  
[musselwh@exchange.ubc.ca](mailto:musselwh@exchange.ubc.ca)  
604-822-7325

Tri University Symposium		
8:30 a.m.	Welcome: Dr. Lakshmi N. Yatham	
8:45	Opening Remarks	Dr. John Hepburn VP- Research University of British Columbia
8:50	Opening Remarks	Dr. Gavin Stuart, Dean Faculty of Medicine University of British Columbia
8:55	Opening Remarks	Dr. L. Trevor Young, Head, Department of Psychiatry, University of British Columbia
9:00	Chair: Dr. L. Trevor Young Overview of Seoul Department of Psychiatry, SNUH	Dr. Maeng Je Cho, Chairman, Department of Psychiatry Seoul National University
9:30	Chair: Dr. Lakshmi N. Yatham Overview of Research at Institute of Psychiatry, Sao Paulo, Brazil	Dr. Beny Lafer Department of Psychiatry Instituto de Psiquiatria, Sao Paulo Brazil
10:00	Chair: Dr. Yong Sik Kim (SNU) Research on Psychosis at UBC	Dr. William Honer Jack Bell Chair in Schizophrenia Research
10:30 – 11:00 Coffee Break		
11:00	Chair: Dr. Soo Churl Cho (SNU) Cellular toxicity in bipolar disorder	Dr. Marica Kauer Sant'Anna Federal University of Rio Grande do Sul Hospital de Clinicas de Porto Alegre, Brazil
11:30	Chair: Dr. William Honer Brain abnormalities according to prodrome & psychotic stages in schizophrenia.	Dr. Jun Soo Kwon Department of Psychiatry Seoul National University
12:00	Chair: Dr. Kyooseb Ha (SNU) Research on endophenotypes in Bipolar Disorder	Dr. Karla Mathias de Almeida Department of Psychiatry Instituto de Psiquiatria, Sao Paulo Brazil
12:30 – 1:30 Lunch		
1:30	Chair: Dr. David Bond Clinical and neurobiological studies on bipolar II disorder in SNUH	Dr. Tae Hyon Ha, SNU, Bundang Hospital
2:00	Chair: Dr. Michael Kraus Addiction Research at UBC: Current Approaches and Evolving Perspectives	Dr. Christian Schütz University of British Columbia
2:30	Chair: Dr. Allan Young Overview of Research in Basic Neuroscience at UBC	Dr. Anthony Philips, Professor University of British Columbia
3:00	Chair: Dr. L. Trevor Young Schizophrenia: From genes to brain	Dr. Daniel R. Weinberger, Director: Genes, Cognition and Psychosis Program, IRP, NIMH, NIH

# Helping Yourself & Someone You Love with Borderline Personality Disorder (BPD) by Integrating Techniques from Dialectical Behavior Therapy (DBT) and Mentalization (MBT)

**Tuesday, May 12<sup>th</sup> 2009,  
7:00-8:00 pm**

**St. Paul's Hospital, Room 1461, Providence, Level 1  
1081 Burrard Street  
Vancouver, B.C.**

## **Who Should Attend:**

**Clinicians** working with people with BPD and/or suicidal/self-injuring youth  
**Families** of people with BPD and/or suicidal/self-injury

**Valerie Porr, M.A.**, is President and Founder of the Treatment and Research Advancements National Association for Personality Disorder, (TARA NAPD) an education and advocacy organization that represents consumers, families, and providers affected by Borderline Personality Disorder (BPD). She has recently written the book, *Overcoming BPD, A Family Guide for Healing and Change* (in press), and is co-author of *New Hope for People with BPD*. She has also published numerous articles on family experiences and BPD advocacy issues. [www.tara4bpd.org](http://www.tara4bpd.org)





# PETER WALL DISTINGUISHED UBC SCHOLARS IN RESIDENCE Call for Applications for 2010

The Distinguished Scholars in Residence program is directed at senior, tenure-stream professors located at UBC-Vancouver. The selection of scholars is based on recognized research excellence in line with the mandate of the Institute, in particular being oriented to basic research and being interdisciplinary.

The advantages of the Peter Wall Institute Distinguished Scholar in Residence award are individual and unique. Scholars in Residence are provided with a private office in the Institute (for use as their main research office for the 12 months of their appointment) and access to Institute facilities located in a dedicated scholars' area on the top floor of the University Centre and in the newly-renovated top floor of the East Wing, twenty-four hours a day, seven days a week. Scholars' offices are fully equipped with a computer, standard software, connection to a network printer, an email account, and voice-mail. Basic technical and office assistance is available. A very flexible, personal infrastructure budget of \$ 15,000 will be provided to each scholar. (Specific funding allowances may be viewed on the program's website.) Additional funding of up to \$5,000 is available for special projects. A starting week-end retreat, Scholar in Residence research talk to Associates of the Institute, and weekly meetings of the cohort are part of the program. Scholars in Residence become permanent Faculty Associates of the Institute and receive invitations to all Institute events.

For 2010 the Institute expects to appoint up to six positions for this prestigious award. The term of the appointment is for one year. The next appointments will run from April 1, 2010 to March 31, 2011. This timing makes it possible to work out course buy-outs etc. with home departments. The submission deadline for the next set of appointments is May 8, 2009.

For general information about the Wall Institute and the program, check the web site under programs at <http://www.pwias.ubc.ca/programs/sir.php>. You may also want to consult the write-ups on past Scholars in Residence in our Annual Reports, posted on our website under "General Information."

Should this program be of interest to you, and should you find that you are eligible for the program, we look forward to considering your application. You are welcome to contact Dr. Dianne Newell, Director: phone: 822-4237, e-mail: [dianne.newell@ubc.ca](mailto:dianne.newell@ubc.ca)

*This is an to annex the letter of Mary Minch, Director International Cooperation, DG Research, European Commission, to her counterparts in Australia, Canada, New Zealand, South Korea and the United States.*

*This annex lists all the newly introduced special clauses as of 20 August 2008. Of particular interest are: Special clause 34, 35 and 36.*

## **New Special Clauses**

### **Special clause 34**

#### **PROJECT INVOLVING COORDINATION WITH ANOTHER PROJECT FUNDED BY A THIRD COUNTRY AS A RESULT OF A COORDINATED CALL WITH THIS THIRD COUNTRY**

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

#### 2. *Coordination agreement*

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

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

#### 3. Termination

In addition to the cases stipulated in Article II.38 the *Commission* may terminate the *grant agreement* :

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

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

In both cases, the procedure described in Article II.38 applies.

**Special clause 35**

**ARBITRATION CLAUSE TO BE USED ONLY AT THE REQUEST OF ENTITIES NOT RECEIVING A COMMUNITY FINANCIAL CONTRIBUTION WHICH ARE ESTABLISHED IN A THIRD COUNTRY NOT ASSOCIATED TO FP7 AND WHICH FOR REASONS OF DOMESTIC LAW CANNOT BE SUBJECT TO THE JURISDICTION OF THE COURT OF FIRST INSTANCE OR THE COURT OF JUSTICE OF THE EUROPEAN COMMUNITIES.**

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

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

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

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

4. The arbitration proceedings shall take place in Brussels.

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

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

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

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

**Special clause 36**

**NO OBJECTION BY THE COMMISSION REGARDING TRANSFERS OF OWNERSHIP OR GRANT OF EXCLUSIVE LICENCES BY BENEFICIARIES NOT RECEIVING FUNDING**

Notwithstanding Articles II.27.4 and II.32.8, the *Commission* shall not object to transfers of ownership of *foreground* or to grants of an exclusive licence regarding *foreground* to a third party established in a *third country* not associated to the *Seventh Framework Programme* intended by *beneficiaries* that do not receive a *Community financial contribution* as long as the intended transfer or grant concerns *foreground* generated by them.

**Special clause 37**

**ACCESS RIGHTS TO FOREGROUND FOR COMMUNITY PURPOSES (specific to Euratom projects)**

The *Community* shall enjoy access rights, on a royalty-free basis, to *foreground* generated under the *project* for the purpose of negotiating, concluding and participating in international research and collaboration agreements in the field of nuclear energy. Such *access rights* shall include the right to sub-license the said *foreground* to third parties participating in accordance with the provisions of the relevant collaboration agreement.

**Special clause 38**

**SPECIAL CASE WHEN SECONDARY AND HIGHER EDUCATION ESTABLISHMENTS AND PUBLIC BODIES ARE THE COORDINATOR AND THERE IS AN "AUTHORISATION TO ADMINISTER" GIVEN TO A THIRD PARTY CREATED, CONTROLLED OR AFFILIATED TO THE COORDINATOR**

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

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

**Special clause 39**

**OPEN ACCESS (SPECIFIC TO THE THEMATIC AREAS "HEALTH", "ENERGY", "ENVIRONMENT (INCLUDING CLIMATE CHANGE)", "INFORMATION & COMMUNICATION TECHNOLOGIES" (CHALLENGE 2), AND "SOCIO-ECONOMIC SCIENCES AND THE HUMANITIES", AS WELL AS TO THE ACTIVITIES "RESEARCH INFRASTRUCTURES" (E-INFRASTRUCTURES), AND "SCIENCE IN SOCIETY")**

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

*Beneficiaries* are required to make their best efforts to ensure that this electronic copy becomes freely and electronically available to anyone through this repository:

- immediately if the scientific publication is published "open access", i.e. if an electronic version is also available free of charge via the publisher, or
- within [X<sup>1</sup>] months of publication.

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<sup>1</sup> The number X will be 6 months in the thematic areas "Health", "Energy", "Environment (including Climate Change)", and "Information & communication technologies" (Challenge 2) and the activity "Research infrastructures" (e-infrastructures), and 12 months in the thematic area "Socio-economic Sciences and the Humanities" and the activity "Science in Society".

*This is an to annex the letter of Mary Minch, Director International Cooperation, DG Research, European Commission, to her counterparts in Australia, Canada, New Zealand, South Korea and the United States.*

*This annex lists all the modified special clauses as of 20 August 2008 of particular interest are: special clauses 9 and 11.*

## **Modified special clauses**

### **Special clause 9 (Modification)**

#### **BENEFICIARIES WITH COSTS INCURRED IN RELATION TO THE PROJECT BUT NO EC CONTRIBUTION (e.g. usually from third countries)**

1. Costs incurred by the following *beneficiary(ies)* shall not be taken into consideration for determining the *Community financial contribution*:

---[*name of beneficiary*]

2. Part B of Annex II, with the exception of Article II.23, II.25.2 and II.25.3, and any other financial and payment provisions contained in the *grant agreement* do not apply to *beneficiary(ies)* mentioned in the previous paragraph. This(ese) *beneficiary(ies)* need not submit, in particular, the reports mentioned in Article II.4.1.c) and II.4.4 and [*is*] [*are*] not subject to financial audits and controls referred to in Article II.22.

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

### **Special clause 11 (Modification)**

#### **For EC - NOTIFICATION TO THE COMMISSION REQUIRED IN CASE OF AN INTENDED TRANSFER OF OWNERSHIP AND/OR AN INTENDED GRANT OF AN EXCLUSIVE LICENCE**

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

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

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

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

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

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

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

## Note "COORDINATED CALLS: How to implement them"

This note is intended as a (non-legally binding) practical guide for implementing coordinated calls.

### 1. RATIONALE

A coordinated call is a Framework Programme (FP) call that is closely coordinated with a similar call issued by a funding agency in a third country. Through the alignment of content, resources, timing, evaluation criteria and procedures, a coordinated call aims at generating joint or tightly coordinated projects, entailing a balanced partnership.

Coordinated calls represent a form of ambitious bilateral cooperation that can be put in place with all countries, but in practice, because they entail co-funding from the partner country, they are particularly suited for cooperation with high income countries and emerging economies.

With regard to these countries, coordinated calls constitute a privileged tool that can be used to translate into action the commitments taken and priorities identified in particular within the Joint Steering Committees under the relevant S&T agreements. They genuinely reflect the principle of equal partnership inherent in those agreements. They increase – through co-funding – the overall volume of resources made available for international cooperation.

This paper outlines the main elements to keep in mind for the establishment and implementation of a coordinated call from the European Commission (EC) side. Further details on Framework Programme procedures can be obtained by consulting:  
[http://cordis.europa.eu/fp7/home\\_en.html](http://cordis.europa.eu/fp7/home_en.html)

### 2. TWO OPTIONS

Two types of coordinated calls are possible: the coordinated call leading to joint projects (when third country participants are required to sign the EC Grant Agreement) and the coordinated call leading to coordinated projects (when third country participants do not sign the EC Grant Agreement).

- **Option 1: coordinated call leading to (a) joint project(s)**

Under this option there is one single project, with a part to be financed by the European Community and a part to be financed by a third country funding agency. The call is published - by the European Commission according to European Community rules and by the third country under its own rules. The proposal presented in response to the European call should contain the whole project, i.e. the part to be financed by European funds and the part to be financed by the third country funding agency and the whole proposal will be evaluated. The evaluation panel should preferably be composed of experts from Europe and from the third country.

Concerning the grant agreement, as it is a single project, partners from Europe as well as partners from the third country will sign and will be technically (not financially) joint and severally responsible for the execution of the project. The technical Annex shall contain the research carried out by both parties.

Special clauses could be introduced in order to take into account the specificities of the coordinated call.

A special clause declares the financial provisions not applicable to third country participants not receiving EC funding.

Other special clauses could be introduced derogating from the standard provisions of the grant agreement, for example on jurisdiction. However, any new clauses cannot deviate from the provisions of the FP7 Rules for Participation or the whole European legal framework.

- **Option 2: coordinated call leading to coordinated projects**

Under this option there are two twin projects to be financed - one by the European Community and the other by a third country funding agency. Two calls are published - one by the European Commission according to European rules and the other by the third country under its own rules. The proposal presented in response to the European call should contain the project to be carried out by the European funded partners together with detailed 'explanations' about the coordinated project to be financed by the third country funding agency. The European Commission will only evaluate the project to be carried out by partners funded with European funds. The evaluation panel should preferably be composed of experts from Europe and from the third country. The third country agency will evaluate the coordinated project to be financed by it according to its rules. In agreement with the third country funding agency, the composition of the expert panels in both evaluations could be the same. It would be ideal if the third country agency applied the same evaluation criteria as the European Commission.

Selection criteria would be introduced stating that the FP projects will be selected on condition that their coordinated projects funded by the third country are also selected for funding by the third country funding agency.

The participants of the European project would sign a grant agreement with the EC and the participants of the third country project would sign one with their funding agency. The technical annex would contain the research carried out under the European funded project including detailed explanations about the research to be carried out under its coordinated project in a way that it is clearly understood that it is a coordinated but legally separate project. It could also be envisaged to introduce a special clause in the FP grant agreement introducing an obligation of cooperation with the coordinated project in the third country and allowing the Commission to terminate the grant agreement of the FP project in case of termination of the coordinated project or non-cooperation between them. This obligation could be reinforced by introducing specific research cooperation actions in the technical annex.

Meanwhile the participants of both projects will sign a common coordination agreement, linking the two projects and ensuring the necessary synergies under a

single framework including appropriate arrangements regarding Intellectual Property Rights (respecting the provisions of the FP rules for participation and the possible S&T agreement).

### **3. IMPLEMENTATION**

#### **Content of the call**

The topic and the budget of the call are normally "agreed" by the parties within the framework of the Joint Steering Committee Meeting under the S&T agreement. The detailed description of the content then obviously needs to be jointly refined at technical level. The call may also specify the approximate size and duration of the expected projects.

It is necessary to have a common understanding by the two sides about what constitutes a balanced proposal (funding, efforts, activities, partners, etc.), both in the case of a call requiring a single joint proposal and in a call involving two coordinated proposals.

The preparation of any coordinated call would preferably be preceded by a joint workshop. This allows both parties to assess the shared interest of the selected priority and lay the ground for the successful outcome of the call.

#### **Resources**

The parties need to indicate the amount of resources they wish to commit to the coordinated call. These should be equivalent, in order to generate balanced projects. The amount that each party sets aside should be sufficiently substantial to ensure an adequate critical mass and impact of the research work to be funded, and to justify the additional administrative burden that a coordinated call entails (the examples available so far are funded with 3 to 5 M€ from each side).

The approximate number and size of the projects to be solicited and eventually funded should also be agreed.

When in the partner country policy decision and funding authority involve different institutions, one needs to ensure that all are involved and committed as appropriate.

## Timing

After the topic for the coordinated call is agreed by the two sides a tentative roadmap should be developed indicating the foreseen timing of the preparation and implementation phase. The preparation phase - up to the formal adoption of the call texts (and of the work programme, as far as the Commission is concerned) – may require 3 to 6 months. The implementation phase – publication of the call in both countries, reception of proposals, evaluation and ranking, selection, contract negotiation, start of the projects – may require 8 to 12 months.

## Proposal submission

- **Option 1:** The **joint** project proposal should be sent to both funding agencies, according to their specific guidelines and forms. On the Commission side the proposals can only be submitted in electronic format to our Electronic Proposal Submission System (EPSS). An identical technical content and joint research plan should be provided in a **common** annex to be included in the proposal version submitted to each of the two institutions. The consortium should appoint one coordinator in Europe. Ideally the participants financed by the third country agency should appoint a contact point among them to deal with the relevant third country funding agency. The EU coordinator acts as single point of contact between the participants and the Commission. The research work packages should clearly show that the project entails genuine integrated research activities involving researchers in the third country and Europe. The proposals should clearly indicate how the research cooperation between the third country and European partners will be implemented.
- **Option 2:** Each **coordinated** proposal should be sent to the respective funding agency, according to their specific guidelines and forms. On the Commission side the proposals can only be submitted in electronic format to our Electronic Proposal Submission System (EPSS). The technical content should be provided in an annex covering the work to be carried out in the FP project and also clearly demonstrating linkages and integration with the coordinated project. (These linkages and integration could be presented as a specific deliverable in the technical annex). The research work packages should clearly show that the project entails genuine cooperation activities involving researchers in the third country and Europe. The FP consortium and the third country consortium should each appoint one coordinator. The FP coordinator acts as single point of contact between the participants and the Commission.

## Eligibility

In both options a proposal will only be considered eligible if it meets all the conditions including the deadline given in the call text, the minimum number of participants, a complete set of forms and other possible eligibility criteria.

In **option 2** an FP proposal which is not explicitly coordinated with a third country project proposal will be considered ineligible. Therefore, the FP proposals must include an

explanation about the coordinated proposal to be submitted to the third country funding agency.

### **Evaluation criteria**

- **Option 1:** The EC has fixed criteria for this funding scheme: 1. Scientific and/or technological excellence, 2. the potential impact through the development, dissemination and use of project results, and 3. the quality and efficiency of the implementation and management. The third country funding agency would either rely on the evaluation organised by the EC or complement it with its own evaluation. In the latter case the evaluation criteria applied by the third country funding agency should preferably match those of the EC. (See 'evaluation procedure' below).
- **Option 2:** The FP proposal will have to be evaluated according to the three criteria mentioned in the paragraph above.

The third country funding agency will conduct its own evaluation preferably based on criteria that match those of the FP.

### **Evaluation and selection procedure**

The EC evaluation rules apply to the project in option 1 as well as the FP project in option 2. Special attention will be given to the requirement of a balanced effort both in option 1 and 2, and a research plan involving properly coordinated research activities between the coordinated projects in option 2.

- **Option 1:** The EC evaluation will be performed by a mixed panel of independent EU and third country experts. The travel and accommodation cost of both the third country and European evaluators can be funded by the Commission. The evaluation panels are normally made up of 3 to 5 experts (e.g. 4 experts - two from the partner country and two from the EU). Each expert will give an individual assessment of the proposal. For each proposal a consensus opinion needs to be reached, leading to an Evaluation Summary Report. One expert assigned as 'rapporteur' for each project proposal drafts the Evaluation Summary Report, which is ultimately signed by all the panel members. An overall ranking list of retained proposals based on their merit is established. This ranking list is subject to the approval of the Commission and can be endorsed by the third country funding agency. After the approval of the ranking list, the negotiations on the conclusion of a grant agreement with the projects on the list can start.

In the case of a separate evaluation by the third country funding agency, negotiations on the EC grant agreement can only start if the proposals selected by the Commission have also been selected by the third country funding agency. This condition will be stipulated in the Work Programme.

- **Option 2:** The coordinated projects need to be evaluated by the two funding agencies in two formally separate evaluations. In order to provide as much coherence as possible it can be foreseen that the same expert panel (including experts from both sides) evaluates both proposals of the coordinated projects.  
The two formally separate evaluations would provide two separate ranking lists. An FP project is retained subject to the condition that its coordinated project is retained as well. This condition will be stipulated in the Work Programme. In practice, therefore, the projects to be funded by each side will be endorsed by both sides.

Under both options the independence of evaluators and the confidentiality regarding proposals need to be guaranteed.

### **EC Grant agreement, including special clauses**

- Under **option 1** third country participants will sign the GA. They will then have the same rights and obligations as the European participants. Third country participants can be exempted from the financial provisions including possible financial auditing through a special clause under article 7 of the GA. NB this special clause only applies when third country participants do not receive EC funding.

Under this option the GA technical annex contains the single work plan of the project, including all research activities of the European as well as the third country partners.

- Under **option 2** third country participants do not sign the EC GA. In order to ensure the necessary links between the two coordinated projects it is envisaged to insert a special clause in the grant agreement introducing an obligation of cooperation between them and allowing the Commission to terminate the EC GA in case the Third Country Project does not start, is terminated or becomes unable to meet its technical or economic commitments .

Under this option the technical annex contains the description of research activities to be carried out by the FP project, plus detailed information about the research activities of the coordinated (third country) project, as well as about the cooperation activities between them.

### **Consortium agreement**

The EC Grant Agreement contains the minimum conditions regarding the legal and financial management of the project. It is necessary for the participants in a project to conclude an agreement among themselves to govern a number of issues that will or may arise during the project. A Consortium Agreement (CA) may stipulate provisions regarding e.g. management, financial arrangements and intellectual property rights.

A CA is required for all projects financed under the Seventh Framework Programme unless otherwise stipulated in the call for proposals. The Community is not a party to any CA and does not establish the terms and conditions of the CA. However the Commission has

established and published non-binding guidelines in the form of a checklist to highlight some of the main issues and the way they could be addressed by participants in their CAs.

### **Coordination agreement**

Under **option 2** the participants of both coordinated projects will sign a coordination agreement, linking the two projects and ensuring the necessary synergies under a single framework including appropriate arrangements regarding inter alia intellectual property rights (respecting the provisions of the FP rules for participation and the possible S&T agreement) and reporting.

The coordination agreement should be referred to in the FP Model Grant Agreement in the form of the special clause.

### **Project implementation**

- Start of project: In both options, the projects and activities on the EU side and on the third country side should aim to start simultaneously if possible. The EC estimates a time to contract of 5 to 6 months after selection. The project may start upon signature of the FP GA in **option 1** and upon signing both the FP GA and the agreement between the third country participants and their funding agency under **option 2** (see the special clause to the model grant agreement).
- Reporting:
  - In **option 1** the Commission reporting requirements for European and third country participants should cover the whole of the joint research activities.
  - In **option 2** the Commission reporting requirements for European partners should cover the European project but also should include information on the relevant progress of the coordinated project. Third country participants (via their coordinator) should provide the relevant information to the European coordinator and vice versa.

ANNEX: MAIN DIFFERENCES BETWEEN OPTION 1 AND OPTION 2

<b>Procedural steps</b>	<b>Option 1 - Joint projects</b>	<b>Option 2 - Coordinated projects</b>
Two options	<ul style="list-style-type: none"> <li>Coordinated call leading to (a) joint project(s).</li> <li>One single project financed by both Parties.</li> <li>EC Grant Agreement to be signed by all participants.</li> </ul>	<ul style="list-style-type: none"> <li>Coordinated call leading to coordinated projects.</li> <li>Two (legally) separate projects coordinated as tightly as possible.</li> </ul>
Publication of calls	<ul style="list-style-type: none"> <li>Call to be published by both Parties simultaneously.</li> </ul>	<ul style="list-style-type: none"> <li>Calls to be published by both Parties simultaneously.</li> </ul>
Eligibility	<ul style="list-style-type: none"> <li>Eligibility criteria defined in call text.</li> </ul>	<ul style="list-style-type: none"> <li>Eligibility criteria defined in call text.</li> </ul>
Proposal submission	<ul style="list-style-type: none"> <li>Common technical annex.</li> <li>Common proposal to be sent to both funding agencies.</li> </ul>	<ul style="list-style-type: none"> <li>Clear links between technical annexes including detailed information on the coordinated proposal.</li> <li>Each coordinated proposal to be sent to respective funding agency.</li> </ul>
Evaluation criteria	<ol style="list-style-type: none"> <li>Scientific excellence</li> <li>Impact</li> <li>Implementation and management</li> </ol>	<ol style="list-style-type: none"> <li>Scientific excellence</li> <li>Impact</li> <li>Implementation and management</li> </ol>
Evaluation	<ul style="list-style-type: none"> <li>Single evaluation by a mixed panel consisting of European and third country experts.</li> <li>Independence and confidentiality to be guaranteed.</li> <li>Proposals should include a balanced effort.</li> </ul>	<ul style="list-style-type: none"> <li>Formally separate evaluations, possibly done by the same experts.</li> <li>Independence and confidentiality to be guaranteed.</li> <li>Proposals should include balanced effort and proper coordination.</li> </ul>
Selection/ Ranking list	<ul style="list-style-type: none"> <li>Ranking list approved by Commission [and endorsed by third Country funding agency].</li> </ul>	<ul style="list-style-type: none"> <li>Project retention subject to retention of the matching coordinated project.</li> <li>Ranking lists endorsed by Commission and third Country funding agency respectively.</li> </ul>
Implementation	<ul style="list-style-type: none"> <li>Project starts upon signature of the Grant Agreement.</li> </ul>	<ul style="list-style-type: none"> <li>Projects start upon signature of both the EC Grant Agreement and the contract/agreement between the third country participants and their funding agency.</li> </ul>

Special clauses	<ul style="list-style-type: none"> <li>Exemption of specific financial provisions for third country participants.</li> </ul>	<ul style="list-style-type: none"> <li>A special clause is envisaged in the MGA providing for the following: <ol style="list-style-type: none"> <li>The start of the FP project shall be effective upon signature of the Grant Agreements/Contracts on both sides,</li> <li>All participants in the two coordinated projects will sign a coordination agreement,</li> <li>The FP project shall be terminated in case the cooperation between the two projects is not effectual.</li> </ol> </li> </ul>
Consortium agreement and Coordination Agreement	<ul style="list-style-type: none"> <li>A Consortium agreement among the project partners to govern a number of issues that will or may arise during the project.</li> </ul>	<ul style="list-style-type: none"> <li>A Consortium Agreement among the project partners governs issues that will or may arise within the FP funded project.</li> <li>A Coordination Agreement links the two coordinated projects and ensures the necessary synergies under a single framework.</li> </ul>
Responsibility and Liability	<ul style="list-style-type: none"> <li>As defined in the EC Grant Agreement</li> </ul>	<ul style="list-style-type: none"> <li>As defined in the EC Grant Agreement for the FP funded project.</li> <li>As defined in the contract grant agreement of the third country funding agency for the third country coordinated project.</li> </ul>
Funding	<ul style="list-style-type: none"> <li>EC funds the non-third-country partners in the FP project</li> <li>The third country funding agency funds third country partners</li> </ul>	<ul style="list-style-type: none"> <li>EC funds the partners in the FP project.</li> <li>The third country funding agency funds the partners in the coordinated project.</li> </ul>
Reporting	<ul style="list-style-type: none"> <li>According to Commission reporting requirements.</li> </ul>	<ul style="list-style-type: none"> <li>Reporting should include information on the progress of the coordinated project in addition to Commission reporting requirements for the FP project.</li> </ul>



## FP7 Grant Agreement - Annex II    General Conditions

This document contains the general conditions that apply to beneficiaries that sign an FP7 contract with the Commission and highlights the paragraphs which pursuant to special clause 9 (see below) are not applicable to third country participants that do not receive a Community contribution. This document has been drafted for the convenience of third country policy makers and potential partners to help them in understanding the interpretation of the General Conditions where special clause 9 applies. This is not a legally binding document and no rights or obligations can be derived from it. It has been drawn up for purely illustrative purposes.

**Yellow = provisions not applicable in the case of a third country participant in an EC FP7 project where he does not receives EC funding (and does not coordinate the project)**

### Special clause 9

#### **9. BENEFICIARIES WITH COSTS INCURRED IN RELATION TO THE PROJECT BUT NO EC CONTRIBUTION (e.g. usually from third countries)**

1. *Costs incurred by the following beneficiary(ies) shall not be taken into consideration for determining the Community financial contribution:*

---[name of beneficiary]

2. *Part B of Annex II, with the exception of Articles II.23, II.25.2 and II.25.3 and any other financial and payment provisions contained in the grant agreement do not apply to beneficiary(ies) mentioned in the previous paragraph. This(ese) beneficiary(ies) need not submit, in particular, the reports mentioned in Article II.4.1.c) and II.4.4 and [is] [are] not subject to financial audits and controls referred to in Article II.22.*

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

### Information

Further information on the FP7 model grant agreement and the special clauses can be found on the following website: [http://cordis.europa.eu/fp7/calls-grant-agreement\\_en.html#standard\\_ga](http://cordis.europa.eu/fp7/calls-grant-agreement_en.html#standard_ga)

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## II.1. Definitions

1. "*access rights*" means licences and user rights to *foreground* or *background*;
2. "*affiliated entity*" means any legal entity that is under the direct or indirect control of a *beneficiary*, or under the same direct or indirect control as the *beneficiary*, control taking any of the following forms:
  - (a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity;
  - (b) the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned.
3. "*associated country*" means a *third country* which is party to an international agreement with the *Community*, under the terms or on the basis of which it makes a financial contribution to all or part of the Seventh Framework Programme;
4. "*background*" means information which is held by *beneficiaries* prior to their accession to this 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 agreement, and which is needed for carrying out the *project* or for using *foreground*;
5. "*dissemination*" means the disclosure of *foreground* by any appropriate means other than that resulting from the formalities for protecting it, and including the publication of *foreground* in any medium;
6. "*fair and reasonable conditions*" means appropriate conditions including possible financial terms taking into account the specific circumstances of the request for access, for example the actual or potential value of the *foreground* or *background* to which access is requested and/or the scope, duration or other characteristics of the *use* envisaged;
7. "*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;
8. "*use*" means the direct or indirect utilisation of *foreground* in further research activities other than those covered by the *project*, or for developing, creating and marketing a product or process, or for creating and providing a service;
9. "*third country*" means a State that is not a Member State;

10. "*irregularity*" means any infringement of a provision of *Community* law or any breach of obligation resulting from an act or omission by a *beneficiary* which has, or would have, the effect of prejudicing the general budget of the European Communities or budgets managed by them through unjustified expenditure;
11. "*public body*" means any legal entity established as such by national law, and international organisations;
12. A legal entity is qualified as "*non-profit*" when considered as such by national or international law;
13. "*research organisation*" means a legal entity established as a *non-profit* organisation which carries out research or technological development as one of its main objectives;
14. "*SMEs*" mean micro, small and medium-sized enterprises within the meaning of Recommendation 2003/361/EC in the version of 6 May 2003.

## Part A IMPLEMENTATION OF THE *PROJECT*

### ***SECTION 1 – GENERAL PRINCIPLES***

#### **II.2. Organisation of the *consortium* and role of *coordinator***

1. All the *beneficiaries* together form the *consortium*, whether or not they enter into a separate written *consortium agreement*. *Beneficiaries* are represented towards the *Commission* by the *coordinator*, who shall be the intermediary for any communication between the *Commission* and any *beneficiary*, with the exceptions foreseen in this *grant agreement*.
2. The *Community financial contribution* to the *project* shall be paid to the *coordinator* who receives it on behalf of the *beneficiaries*. The payment of the *Community financial contribution* to the *coordinator* discharges the *Commission* from its obligation on payments.
3. The *coordinator* shall:
  - a) administer the *Community financial contribution* regarding its allocation between *beneficiaries* and activities, in accordance with this *grant agreement* and the decisions taken by the *consortium*. The *coordinator* shall ensure that all the appropriate payments are made to the other *beneficiaries* without unjustified delay;
  - b) keep the records and financial accounts making it possible to determine at any time what portion of the *Community financial contribution* has been paid to each *beneficiary* for the purposes of the *project*;
  - c) inform the *Commission* of the distribution of the *Community financial contribution* and the date of transfers to the *beneficiaries*, when required by this *grant agreement* or by the *Commission*;
  - d) review the reports to verify consistency with the *project* tasks before transmitting them to the *Commission*;
  - e) monitor the compliance by *beneficiaries* with their obligations under this *grant agreement*.

The *coordinator* may not subcontract the above-mentioned tasks.

4. *Beneficiaries* shall fulfil the following obligations as a *consortium*:

- a) provide all detailed data requested by the *Commission* for the purposes of the proper administration of this *project*;
- b) carry out the *project* jointly and severally vis-à-vis the *Community*, taking all necessary and reasonable measures to ensure that the *project* is carried out in accordance with the terms and conditions of this *grant agreement*.
- c) make appropriate internal arrangements consistent with the provisions of this *grant agreement* to ensure the efficient implementation of the *project*. When provided for in Article 1.4 these internal arrangements shall take the form of a written *consortium agreement* (the "*consortium agreement*"). The *consortium agreement* governs *inter alia* the following:
  - i. the internal organisation of the *consortium* including the decision making procedures;
  - ii. **rules on dissemination and use, and access rights;**
  - iii. the distribution of the *Community financial contribution*;
  - iv. **the settlement of internal disputes, including cases of abuse of power;**
  - v. liability, indemnification and confidentiality arrangements between the *beneficiaries*.
- d) engage, whenever appropriate, with actors beyond the research community and with the public in order to foster dialogue and debate on the research agenda, on research results and on related scientific issues with policy makers and civil society; create synergies with education at all levels and conduct activities promoting the socioeconomic impact of the research.
- e) allow the *Commission* to take part in meetings concerning the *project*.

### II.3. Specific performance obligations of each *beneficiary*

Each *beneficiary* shall:

- a) carry out the work to be performed, as identified in Annex I. However, where it is necessary for the implementation of the *project* it may call upon third parties to carry out certain elements, according to the conditions established in Article II.7 or any special clause in Article 7. The *beneficiary* may use resources that are made available by third parties in order to carry out its part of the work;
- b) ensure that any agreement or contract related to the project, entered into between the *beneficiary* and any third party contain provisions that this third party, including the auditor providing the certificate on the financial statements or on the methodology, shall have no rights vis-à-vis the *Commission* under this *grant agreement*;
- c) ensure that the rights of the *Commission* and the Court of Auditors to carry out audits are extended to the right to carry out any such audit or control on any third party whose costs are reimbursed in full or in part by the *Community financial contribution*, on the same terms and conditions as those indicated in this *grant agreement*;

- d) ensure that the conditions applicable to it under Articles II.4.4, II.10, II.11, II.12, II.13, II.14 and II.22 are also applicable to any third party whose costs are claimed under the *project* according to the provisions of this *grant agreement*;
- e) ensure that the tasks assigned to it are correctly and timely performed;
- f) inform the other *beneficiaries* and the *Commission* through the *coordinator* in due time of:
- the names of the person(s) who shall manage and monitor its work, and its contact details as well as any changes to that information;
  - any event which might affect the implementation of the *project* and the rights of the *Community*;
  - any change in its legal name, address and of its legal representatives, and any change with regard to its legal, financial, organisational or technical situation including change of control and, in particular, any change of status as regards *non-profit public bodies*, secondary and higher education establishments, *research organisations* and *SMEs*;
  - any circumstance affecting the conditions of participation referred to in the *Rules for Participation*<sup>1</sup>, the *Financial Regulation*<sup>2</sup> and its *Implementing Rules*<sup>3</sup> or of any requirements of the *grant agreement*, especially if and when any eligibility criteria cease(s) to be met during the duration of the *project*.
- g) provide the *Commission* including the European Anti-Fraud Office (OLAF) and Court of Auditors directly with all information requested in the framework of controls and audits;
- h) take part in meetings concerning the supervision, monitoring and evaluation of the *project* which are relevant to it;
- i) take all necessary steps to avoid commitments that are incompatible with the obligations provided for in this *grant agreement* and inform the other *beneficiaries* and the *Commission* of any unavoidable obligations which may arise during the duration of the *grant agreement* which may have implications for any of its obligations under the *grant agreement*;
- j) ensure that it complies with the provisions of the state aid framework;
- k) carry out the *project* in accordance with fundamental ethical principles;
- l) endeavour to promote equal opportunities between men and women in the implementation of the *project*;

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<sup>1</sup> European Parliament and Council Regulation (EC) No 1906/2006 of 18 December 2006 OJ L391, 30.12.2006, p.1 and Council Regulation (Euratom) No 1908/2006 of 19 December 2006 OJ L 400, 30.12.2006, p.1, corrigendum JO L 54, 22.2.2007, p. 4.

<sup>2</sup> Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 OJ L 248, 16.9.2002, p. 1 as last amended by Council Regulation (EC, Euratom) N° 1995/2006 of 13 December 2006 (OJ L 390, 30.12.2006, p. 1) and subsequent modifications.

<sup>3</sup> Commission Regulation (EC, Euratom) No 2342/2002 of 23 December 2002 OJ L357, 31.12.2002, p.1, as last amended by Regulation (EC, Euratom) No 1248/2006 (OJ L 227, 19.8.2006, p. 3) and subsequent modifications.

- m) have regard to the general principles of the Commission Recommendation of 11 March 2005 on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers, in particular concerning the working conditions, transparency of recruitment processes, and career development of the researchers recruited for the *project*;
- n) take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities, family or emotional ties or any other interests liable to influence the impartial and objective performance of the *project*.

## **SECTION 2 – REPORTING AND PAYMENTS**

### **II.4. Reports and deliverables**

1. The *consortium* shall submit a **periodic report** to the *Commission* for each reporting period within 60 days after the end of each respective period. The reporting shall comprise:
  - a) an overview, including a publishable summary, of the progress of work towards the objectives of the *project*, including achievements and attainment of any milestones and deliverables identified in Annex I. This report should include the differences between work expected to be carried out in accordance with Annex I and that actually carried out,
  - b) an explanation of the use of the resources, and
  - c) a financial statement, from each *beneficiary* together with a summary financial report consolidating the claimed *Community* contribution of all the *beneficiaries* in an aggregate form, based on the information provided in Form C (Annex VI) by each *beneficiary*.
2. The *consortium* shall submit a **final report** to the *Commission* within 60 days after the end of the *project*. The report shall comprise:
  - a) a final publishable summary report covering results, conclusions and socio-economic impact of the *project*.
  - b) a report covering the wider societal implications of the *project*, including gender equality actions, ethical issues, efforts to involve other actors and spread awareness as well as the plan for the *use* and *dissemination* of *foreground*.
3. The *coordinator* shall submit a report on the distribution of the *Community financial contribution* between *beneficiaries*. This report must be submitted 30 days after receipt of the final payment.
4. A **certificate on the financial statements** shall be submitted for claims of interim payments and final payments when the amount of the *Community financial contribution* claimed by a *beneficiary* under the form of reimbursement of costs is equal to or superior to EUR 375 000, when cumulated with all previous payments for which a certificate on the financial statements has not been submitted. This certificate must be forwarded in the form of a detailed description verified as factual by its external auditor (Form D - Annex VII). However, for *projects* of a duration of 2 years or less, the certificate on the financial statements shall be submitted only for claims on final payments when the amount of the *Community financial contribution* claimed by a *beneficiary*, in the form of

reimbursement of costs, is equal to or superior to EUR 375 000 when cumulated with all previous payments.

Certificates on the financial statements shall certify that the costs claimed and the *receipts* declared during the period for which they are provided, as well as the declaration of the interest yielded by the pre-financing meet the conditions required by this *grant agreement*. Where third parties' costs are claimed under the *grant agreement*, such costs shall be certified in accordance with the provisions of this Article. The auditor shall include in its certificate that no conflict of interest exists between itself and the *beneficiary* in establishing this certificate.

The *Commission* may, at its sole discretion, accept at the request of a *beneficiary*, that it submits a **certificate on the methodology** for the calculation of costs, which it used to prepare its claims with regard to both personnel and indirect costs, and the related control systems. This certificate must be forwarded in the form of a detailed description verified as factual by its external auditor (Form E - Annex VII). When this certificate is accepted by the *Commission*, the requirement to provide an intermediate certificate on the financial statements for claims of interim payments shall be waived.

Certificates on the financial statements and on the methodology shall be prepared and certified by an external auditor and shall be established in accordance with the terms of reference attached as Annex VII to this *grant agreement*. Each *beneficiary* is free to choose any qualified external auditor, including its usual external auditor, provided that the cumulative following requirements are met:

- i) the auditor must be independent from the *beneficiary*;
- ii) the auditor must be qualified to carry out statutory audits of accounting documents in accordance with national legislation implementing the 8th Council Directive on statutory audits of annual accounts and consolidated accounts<sup>4</sup> or any *Community* legislation replacing this Directive. *Beneficiaries* established in *third countries* shall comply with national regulations in the same field and the certificate on the financial statement provided shall consist of an independent report of factual findings based on procedures specified by the *Community*.

*Public bodies*, secondary and higher education establishments and *research organisations* may opt for a competent public officer to provide their certificate on the financial statements and on the methodology, provided that the relevant national authorities have established the legal capacity of that competent public officer to audit that entity and that the independence of that officer, in particular regarding the preparation of the financial statements, can be ensured.

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<sup>4</sup> Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts, amending Council Directives 78/660/EEC and 83/349/EEC and repealing Council Directive 84/253/EEC

Certificates by external auditors according to this Article do not affect the liability of beneficiaries nor the rights of the *Community* arising from this *grant agreement*.

5. The *consortium* shall transmit the reports and other deliverables through the *coordinator* to the *Commission* by electronic means. In addition, Form C, must be signed by the authorised person(s) within the *beneficiary's* organisation, and the certificates on the financial statements and on the methodology must be signed by an authorised person of the auditing entity, and the originals shall be sent to the *Commission*.
6. The layout and content of the reports shall conform to the instructions and guidance notes established by the *Commission*.
7. The reports submitted to the *Commission* for publication should be of a suitable quality to enable direct publication and their submission to the *Commission* in publishable form indicates that no confidential material is included therein.
8. Deliverables identified in Annex I shall be submitted as foreseen therein.
9. The *Commission* may be assisted by external experts in the analysis and evaluation of the reports and deliverables.

#### **II.5. Approval of reports and deliverables, time-limit for payments**

1. At the end of each reporting period, the *Commission* shall evaluate *project reports and deliverables* required by the provisions of Annex I and disburse the corresponding payments within 105 days of their receipt unless the time-limit, the payment or the *project* has been suspended.
2. Payments shall be made after the *Commission's* approval of reports and/or deliverables. The absence of a response from the *Commission* within this time-limit shall not imply its approval. However, the *Commission* should send a written reply to the *consortium* in accordance with paragraph 3. The *Commission* may reject reports and deliverables even after the time-limit for payment. Approval of the reports shall not imply recognition of their regularity or of the authenticity of the declarations and information they contain and do not imply exemption from any audit or review.
3. After reception of the reports the *Commission* may:
  - a) approve the reports and deliverables, in whole or in part or make the approval subject to certain conditions.
  - b) reject the reports and deliverables by giving an appropriate justification and, if appropriate, start the procedure for termination of the *grant agreement* in whole or in part.
  - c) suspend the **time limit** if one or more of the reports or appropriate deliverables have not been supplied, or are not complete or if some clarification or additional information is needed or there are doubts concerning the eligibility of costs claimed in the financial statement and/or additional checks are being conducted. The suspension will be lifted from the date when the last report, deliverable or the additional information requested is received by the *Commission*, or where the *Commission* decides to proceed with an interim payment in part in accordance with paragraph 4.

The *Commission* shall inform the *consortium* in writing via the *coordinator* of any such suspension and the conditions to be met for the lifting of the suspension.

Suspension shall take effect on the date when notice is sent by the *Commission*.

d) suspend **the payment** at any time, in whole or in part for the amount intended for the *beneficiary(ies)* concerned:

- if the work carried out does not comply with the provisions of the *grant agreement*;
- if a *beneficiary* has to reimburse to its national state an amount unduly received as state aid;
- if the provisions of the *grant agreement* have been infringed or if there is a suspicion or presumption thereof, in particular in the wake of any audits and checks provided for in Articles II.22 and II.23.;
- if there is a suspicion of *irregularity* committed by one or more *beneficiary(ies)* in the performance of the *grant agreement*;
- if there is a suspected or established *irregularity* committed by one or more *beneficiary(ies)* in the performance of another *grant agreement* funded by the general budget of the European Communities or by budgets managed by them. In such cases, suspension of the payments will occur where the *irregularity* (or suspected *irregularity*) is of a serious and systematic nature which is likely to affect the performance of the current *grant agreement*.

When the *Commission* suspends the payment the *consortium* shall be duly informed of the reasons why payment in whole or in part will not be made.

4. The *Commission* may proceed with an interim payment in part if some reports or deliverables are not submitted as required, or only partially or conditionally approved. The reports and deliverables due for one reporting period which are submitted late will be evaluated together with the reports and deliverables of the next reporting period.
5. On expiry of the time-limit for approval of the reports and payments, and without prejudice to suspension by the *Commission* of this time-limit, the *Commission* shall pay interest on the late payment, according to the conditions foreseen in the *Financial Regulation* and its *Implementing Rules*, at the rate applied by the European Central Bank for its main refinancing operations in euros, plus three and a half points. The reference rate to which the increase applies shall be the rate in force on the first day of the month of the final date for payment, as published in the C series of the Official Journal of the European Union.

This provision shall not apply to *beneficiaries* that are *public bodies* of the Member States of the European Union.

Interest on late payment shall cover the period from the final date of the period for payment, exclusive, up to the date when the payment is debited to the *Commission's* account, inclusive. The interest shall not be treated as a *receipt* for the *project* for the purposes of determining the final grant. Any such interest payment is not considered as part of the *Community financial contribution*.

6. The suspension of the time-limit, of payment or of the project by the *Commission* may not be considered as late payment.

7. At the end of the *project*, the *Commission* may decide not to make the payment of the corresponding *Community financial contribution* subject to one month's written notice of non-receipt of a report, of a certificate on the financial statements or of any other *project deliverable*.
8. The *Commission* shall inform the *coordinator* of the amount of the final payment of the *Community financial contribution* and shall justify this amount. The *coordinator* shall have two months from the date of receipt to give reasons for any disagreement. After the end of this period such requests will no longer be considered and the *consortium* is deemed to have accepted the *Commission's* decision. The *Commission* undertakes to reply in writing within two months following the date of receipt, giving reasons for its reply. This procedure is without prejudice to the *beneficiary's* right to appeal against the *Commission's* decision.

## II.6. Payment modalities

1. The *Commission* shall make the following payments:
  - a) a **pre-financing** in accordance with Article 6,
  - b) for *projects* with more than one reporting period, the *Commission* shall make **interim payments** of the *Community financial contribution* corresponding to the amount accepted for each reporting period.
  - c) the *Commission* shall make a **final payment** of the *Community financial contribution* corresponding to the amount accepted for the last reporting period plus any adjustment needed.

Where the amount of the corresponding *Community financial contribution* is less than any amount already paid to the *consortium*, the *Commission* shall recover the difference.

Where the amount of the corresponding *Community financial contribution* is more than any amount already paid to the *consortium*, the *Commission* shall pay the difference as the final payment within the limit of Articles 5.1 and II.20.

2. The total amount of the pre-financing and interim payments shall not exceed 90% of the maximum *Community financial contribution* defined in Article 5.
3. Payments by the *Commission* shall be made in Euro.
4. Costs shall be reported in Euro. *Beneficiaries* with accounts in currencies other than the Euro shall report costs by using, either the conversion rate published by the European Central Bank that would have applied on the date that the actual costs were incurred, or its rate applicable on the first day of the month following the end of the reporting period. *Beneficiaries* with accounts in Euro shall convert costs incurred in other currencies according to their usual accounting practice.
5. The bank account mentioned in Article 5.3 shall allow that the *Community financial contribution* and related interest are identified. Otherwise, the accounting methods of the *beneficiaries* or intermediaries must make it possible to identify the *Community financial contribution* and the interest or other benefits yielded.
6. Any payment may be subject to an audit or review and may be adjusted or recovered based on the results of such audit or review.

7. Payments by the *Commission* shall be deemed to be effected on the date when they are debited to the *Commission's* account.

## SECTION 3 – IMPLEMENTATION

### II.7. Subcontracting

1. A *subcontractor* is a third party which has entered into an agreement on business conditions with one or more *beneficiaries*, in order to carry out part of the work of the *project* without the direct supervision of the *beneficiary* and without a relationship of subordination.

Where the *beneficiary* enters into a subcontract to carry out some parts of the tasks related to the *project*, it remains bound by its obligations to the *Commission* and the other *beneficiaries* under the *grant agreement* and retains sole responsibility for carrying out the *project* and for compliance with the provisions of the *grant agreement*.

Provisions of this *grant agreement* applying to *subcontractors* shall also apply to external auditors who certify financial statements or a methodology.

2. Where it is necessary for the *beneficiaries* to subcontract certain elements of the work to be carried out, the following conditions must be fulfilled:
- subcontracts may only cover the execution of a limited part of the *project*;
  - recourse to the award of subcontracts must be duly justified in Annex I having regard to the nature of the *project* and what is necessary for its implementation;
  - recourse to the award of subcontracts by a *beneficiary* may not affect the rights and obligations of the *beneficiaries* regarding *background* and *foreground*;
  - Annex I must indicate the tasks to be subcontracted and an estimation of the costs;

Any subcontract, the costs of which are to be claimed as an eligible cost, must be awarded according to the principles of best value for money (best price-quality ratio), transparency and equal treatment. Subcontracts concluded on the basis of framework contracts entered into between a *beneficiary* and a *subcontractor*, prior to the beginning of the *project* in accordance with the *beneficiary's* usual management principles may also be accepted.

3. *Beneficiaries* may use external support services for assistance with minor tasks that do not represent per se *project* tasks as identified in Annex I.

### II.8. Suspension of the *project*

1. The *coordinator* shall immediately inform the *Commission* of any event affecting or delaying the implementation of the *project*.
2. The *coordinator* can propose to suspend the whole or part of the *project* if *force majeure* or exceptional circumstances render its execution excessively difficult or uneconomic. The *coordinator* must inform the *Commission* without delay of such circumstances, including full justification and information related to the event, as well as an estimation of the date when the work on the *project* will begin again.

3. The *Commission* may suspend the whole or part of the *project* where it considers that the *consortium* is not fulfilling its obligations according to this *grant agreement*. The *coordinator* shall be informed without delay of the justification for such an event and the conditions necessary to reinstate the work again. The *coordinator* shall inform the other *beneficiaries*. This suspension takes effect 10 days after the receipt of the notification by the *coordinator*.
4. During the period of suspension, no costs may be charged to the *project* for carrying out any part of the project that has been suspended.
5. The suspension of the whole or part of the *project* may be lifted once the parties to the *grant agreement* have agreed on the continuation of the project and, as appropriate, any necessary modification, including extension of the duration of the *project*, has been identified by means of a written amendment.

## II.9. Confidentiality

1. During the *project* and for a period of five years after its completion or any other period thereafter as established in the *consortium agreement*, the *beneficiaries* undertake to preserve the confidentiality of any data, documents or other material that is identified as confidential in relation to the execution of the *project* ("*confidential information*"). The *Commission* undertakes to preserve the confidentiality of "*confidential information*" until five years after the completion of the *project*. Upon a duly substantiated request by a *beneficiary*, the *Commission* may agree to extend this period regarding specific confidential information.

Where *confidential information* was communicated orally, its confidential character must be confirmed by the disclosing party in writing within 15 days after disclosure.

2. Paragraph 1 no longer applies where:
  - the *confidential information* becomes publicly available by means other than a breach of confidentiality obligations;
  - the disclosing party subsequently informs the recipient that the *confidential information* is no longer confidential;
  - the *confidential information* is subsequently communicated to the recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidentiality;
  - the disclosure or communication of the *confidential information* is foreseen by other provisions of this *grant agreement* or the *consortium agreement*;
  - the disclosure or communication of *confidential information* is required by the national law of one of the *beneficiaries* and this exception to the confidentiality requirement is foreseen in the *consortium agreement*<sup>5</sup>.

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<sup>5</sup> As certain national laws (for example regarding freedom of information) may provide that proprietary information made available under a confidentiality requirement must nevertheless be made public in case access is requested, the *beneficiaries* should inform each other of the existence of such national laws and make appropriate arrangements in the *consortium agreement*.

3. The *beneficiaries* undertake to use such confidential information only in relation to the execution of the *project* unless otherwise agreed with the disclosing party.
4. Notwithstanding the preceding paragraphs, the treatment of data, documents or other material which are classified (“*classified information*”) or subject to security restrictions or export- or transfer- control, must follow the applicable rules established by the relevant national and *Community* legislation for such information, including the *Commission's* internal rules for handling *classified information*<sup>6</sup>. Where a *beneficiary* is established in a *third country*, any security agreements between that *third country* and the *Community* shall also apply.

#### **II.10. Communication of data for evaluation, impact assessment and standardisation purposes**

1. *Beneficiaries* shall provide, at the request of the *Commission*, the data necessary for:
  - the continuous and systematic review of the specific programme and the Seventh Framework Programme;
  - the evaluation and impact assessment of *Community* activities, including the *use* and *dissemination of foreground*.

Such data may be requested throughout the duration of the *project* and up to five years after the end of the *project*.

The data collected may be used by the *Commission* in its own evaluations but will not be published other than on an anonymous basis.

2. Without prejudice to the provisions regarding protection of *foreground* and confidentiality, the *beneficiaries* shall, where appropriate, during the *project* and for two years following its end, inform the *Commission* and the European standardisation bodies about *foreground* which may contribute to the preparation of European or international standards.

#### **II.11. Information to be provided to Member States or Associated Countries**

1. The *Commission* shall, upon request, make available to any Member State or *Associated country* any useful information in its possession on *foreground*, provided that the following cumulative conditions are met:
  - the information concerned is relevant to public policy;
  - the *beneficiaries* have not provided sound and sufficient reasons for withholding the information concerned;
  - the applicable *Community* law on *classified information* does not prohibit such action.
2. As stipulated in the *Rules for Participation*, the provision of information pursuant to paragraph 1 shall not transfer to the recipient any rights or obligations and the recipient shall

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<sup>6</sup> Commission Decision 2001/844/EC, ECSC, Euratom of 29 November 2001 OJ L 317, 3.12.2001, p. 1 (as last amended by Decision 2006/548/EC, Euratom, OJ L 215, 5.8.2006, p. 38).

be required to treat any such information as confidential unless it becomes duly public, or it was communicated to the *Commission* without restrictions on its confidentiality.

## II.12. Information and communication

1. The *beneficiaries* shall, throughout the duration of the *project*, take appropriate measures to engage with the public and the media about the *project* and to highlight the *Community* financial support. Unless the *Commission* requests otherwise, any publicity, including at a conference or seminar or any type of information or promotional material (brochure, leaflet, poster, presentation etc), must specify that the *project* has received *Community* research funding and display the European emblem. When displayed in association with a logo, the European emblem should be given appropriate prominence. This obligation to use the European emblem in respect of *projects* to which the [European Community] [European Atomic Energy Community] contributes implies no right of exclusive use. It is subject to general third-party use restrictions which do not permit the appropriation of the emblem, or of any similar trademark or logo, whether by registration or by any other means. Under these conditions, *beneficiaries* are exempted from the obligation to obtain prior permission from the *Commission* to use the emblem. Further detailed information on the EU emblem can be found on the Europa web page.

Any publicity made by the *beneficiaries* in respect of the *project*, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that the *Community* is not liable for any use that may be made of the information contained therein.

2. The *Commission* shall be authorised to publish, in whatever form and on or by whatever medium, the following information:
  - the name of the *beneficiaries*;
  - contact addresses of *beneficiaries*;
  - the general purpose of the *project* in the form of the summary provided by the *consortium*;
  - the amount and rate of the *Community financial contribution* granted to the *project*;
  - the geographic location of the activities carried out;
  - the list of *dissemination* activities and/or of patent (applications) relating to *foreground*;
  - the details/references and the abstracts of scientific publications relating to *foreground* and, where provided pursuant to Article II.30.4, the published version or the final manuscript accepted for publication;
  - the publishable reports submitted to it;
  - any picture or any audiovisual or web material provided to the *Commission* in the framework of the *project*.

The *consortium* shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the *Commission* does not infringe any rights of third parties.

Upon a duly substantiated request by a *beneficiary*, the *Commission* may agree to forego such publicity if disclosure of the information indicated above would risk compromising the *beneficiary's* security, academic or commercial interests.

### II.13. Processing of personal data

1. All personal data contained in the *grant agreement* shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the *Community* institutions and bodies and on the free movement of such data. Such data shall be processed by the Controller solely in connection with the implementation and follow-up of the *grant agreement* and the evaluation and impact assessment of *Community* activities, including the *use* and *dissemination* of *foreground*, without prejudice to the possibility of passing the data to the bodies in charge of a monitoring or inspection task in accordance with *Community* legislation and this *grant agreement*.
2. *Beneficiaries* may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They should address any questions regarding the processing of their personal data to the Controller. *Beneficiaries* may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.
3. For the purposes of this *grant agreement*, the Controller identified in Article 8.4 shall be the contact for the *Commission*.

## Part B

## FINANCIAL PROVISIONS

### SECTION 1 – GENERAL FINANCIAL PROVISIONS

#### II.14. Eligible costs of the project

1. Costs incurred for the implementation of the *project* shall meet the following conditions in order to be considered eligible:
  - a) they must be actual;
  - b) they must be incurred by the *beneficiary*;
  - c) they must be incurred during the duration of the *project*, with the exception of costs incurred in relation to final reports and reports corresponding to the last period as well as certificates on the financial statements when requested at the last period and final reviews if applicable, which may be incurred during the period of up to 60 days after the end of the *project* or the date of termination whichever is earlier;
  - d) they must be determined in accordance with the usual accounting and management principles and practices of the *beneficiary*. The accounting procedures used in the recording of costs and *receipts* shall respect the accounting rules of the State in which the *beneficiary* is established. The *beneficiary*'s internal accounting and auditing procedures must permit direct reconciliation of the costs and receipts declared in respect of the *project* with the corresponding financial statements and supporting documents;

- e) they must be used for the sole purpose of achieving the objectives of the *project* and its expected results, in a manner consistent with the principles of economy, efficiency and effectiveness;
- f) they must be recorded in the accounts of the *beneficiary*; in the case of any contribution from third parties, they must be recorded in the accounts of the third parties;
- g) they must be indicated in the estimated overall budget in Annex I.

Notwithstanding point a), *beneficiaries* may opt to declare average personnel costs if based on a certified methodology approved by the *Commission* and consistent with the management principles and usual accounting practices of the *beneficiary*. Average personnel costs charged to this *grant agreement* by a *beneficiary* having provided a certificate on the methodology are deemed not to significantly differ from actual personnel costs.

Such a certificate shall be issued in accordance with the provisions laid down in Article II.4 and the relevant part of Form E in Annex VII, unless it has already been submitted for a previous *grant agreement* under the Seventh Framework Programme and the methodology certified has not changed.

2. Costs incurred by third parties in relation to resources they make available free of charge to a *beneficiary*, can be declared by the *beneficiary* provided they meet the conditions established in paragraphs 1 and 3, *mutatis mutandis* and are claimed in conformity with Article II.17.
3. The following costs shall be considered as non-eligible and may not be charged to the *project*:
  - a) identifiable indirect taxes including value added tax,
  - b) duties,
  - c) interest owed,
  - d) provisions for possible future losses or charges,
  - e) exchange losses, cost related to return on capital,
  - f) costs declared or incurred, or reimbursed in respect of another *Community project*,
  - g) debt and debt service charges, excessive or reckless expenditure.

## **II.15. Identification of direct and indirect costs**

1. Direct costs are all those eligible costs which can be attributed directly to the *project* and are identified by the *beneficiary* as such, in accordance with its accounting principles and its usual internal rules.

With regard to personnel costs, only the costs of the actual hours worked by the persons directly carrying out work under *the project* may be charged. Such persons must:

- be directly hired by the *beneficiary* in accordance with its national legislation,

- work under the sole technical supervision and responsibility of the latter, and
- be remunerated in accordance with the normal practices of the *beneficiary*.

Costs related to parental leave for persons who are directly carrying out the *project* are eligible costs, in proportion to the time dedicated to the *project*, provided that they are mandatory under national law.

2. Indirect costs are all those eligible costs which cannot be identified by the *beneficiary* as being directly attributed to the *project* but which can be identified and justified by its accounting system as being incurred in direct relationship with the eligible direct costs attributed to the *project*. They may not include any eligible direct costs.

Indirect costs shall represent a fair apportionment of the overall overheads of the organisation. They may be identified according to one of the following methods:

- a) Based on actual indirect costs for those *beneficiaries* which have an analytical accounting system to identify their indirect costs as indicated above.

For this purpose, a *beneficiary* is allowed to use a simplified method of calculation of its full indirect eligible costs at the level of its legal entity if this is in accordance with its usual accounting and management principles and practices. Use of such a method is only acceptable where the lack of analytical accounting or the legal requirement to use a form of cash-based accounting prevents detailed cost allocation. The simplified approach must be based on actual costs derived from the financial accounts of the last closed accounting year.

- b) A *beneficiary* may opt for a flat rate of 20% of its total direct eligible costs, excluding its direct eligible costs for subcontracting and the costs of resources made available by third parties which are not used on the premises of the *beneficiary*.

- c) *Non-profit public bodies*, secondary and higher education establishments, *research organisations* and *SMEs*, which, due to the lack of analytical accounting, are unable to identify with certainty their real indirect costs for the *project*, when participating in funding schemes which include research and technological development and demonstration activities, as referred to in the table of Article II.16, may opt for a flat-rate of 60% of the total direct eligible costs<sup>7</sup> excluding its direct eligible costs for subcontracting and the costs of resources made available by third parties which are not used on the premises of the *beneficiary*. If these *beneficiaries* change their status during the life of the *project*, this flat rate shall be applicable up to the moment they lose their status.

In the case of coordination and support actions, the reimbursement of indirect eligible costs for every *beneficiary* may reach a maximum of 7% of the direct eligible costs, excluding its direct eligible costs for subcontracting and the costs of resources made available by third parties which are not used on the premises of the *beneficiary*.

3. The *beneficiary* shall apply the option chosen in all *grant agreements* under the Seventh Framework Programme.

<sup>7</sup> NOTE: The rate established in this indent will apply for grants awarded under calls for proposals closing before 1 January 2010. The *Commission* shall establish, for grants awarded under calls closing after 31 December 2009, an appropriate level of flat rate which should be an approximation of the real indirect costs concerned but not lower than 40%, at that moment a special clause will be adopted and inserted in subsequent grant agreements.

However, any *beneficiary* that has opted for the possibilities described in paragraphs 2b) and 2c) for reimbursement of its indirect costs in a previous *grant agreement* funded under the Seventh Framework Programme may opt in this *grant agreement* for one of the methods described in paragraph 2a). However, it must then use that method in subsequent *grant agreements* established under the Seventh Framework Programme.

## II.16. Upper funding limits

1. For **research and technological development activities**, the *Community financial contribution* may reach a maximum of 50% of the total eligible costs.

However, for *beneficiaries* that are *non-profit public bodies*, secondary and higher education establishments, *research organisations* and *SMEs*, the rate may reach a maximum of 75% of the total eligible costs. If these *beneficiaries* change their status during the life of the *project*, this reimbursement rate shall be applicable up to the moment they lose their status.

2. For **demonstration activities**, the *Community financial contribution* may reach a maximum of 50% of the total eligible costs.
3. For **coordination and support actions**, the *Community financial contribution* may reach a maximum of 100% of the total eligible costs.
4. For **other activities** not covered by paragraphs 1 and 2, *inter alia*, management activities, training, coordination, networking and *dissemination* (including publications), the contribution may reach a maximum of 100% of the total eligible costs.

Paragraphs 1 to 4 shall apply also in the case of *projects* where flat rate financing or lump sum financing is used for the whole or for part of the *project*.

5. **Management** of the *consortium* activities includes:
  - maintenance of the *consortium agreement*, if it is obligatory,
  - the overall legal, ethical, financial and administrative management including, for each of the *beneficiaries*, the obtaining of the certificates on the financial statements and on the methodology and costs relating to financial audits and technical reviews,
  - implementation of competitive calls by the *consortium* for the participation of new *beneficiaries*, where required by Annex I of this *grant agreement*,
  - any other management activities foreseen by the annexes, except coordination of research and technological development activities.
6. For **training activities**, the salary costs of those being trained are not eligible costs under this activity.

The table illustrates the maximum rates of *Community financial contribution* for the activities relating to the funding schemes below:

Maximum reimbursement rates	Part C Research and technological development activities (*) Part D	Part E Demonstration activities	Part F Other activities Part G
Part H Network of excellence Part I	Part J 50% 75% (**)	Part K	Part L 100%
Part M Collaborative project(****) Part N	Part O 50% 75% (**)	Part P 50% Part Q	Part R 100%
Part S Coordination and support action Part T	Part U	Part V	Part W 100% (***) Part X

(\*) Research and technological development includes scientific coordination.

(\*\*) For *beneficiaries* that are *non-profit public bodies*, secondary and higher education establishments, *research organisations* and *SMEs*

(\*\*\*) The reimbursement of indirect eligible costs, in the case of coordination and support actions, may reach a maximum 7% of the direct eligible costs, excluding the direct eligible costs for subcontracting and the costs of resources made available by third parties which are not used on the premises of the *beneficiary*.

(\*\*\*\*) Including research for the benefit of specific groups (in particular *SMEs*)

## II.17. Receipts of the project

*Receipts of the project* may arise from:

- a) Resources made available by third parties to the *beneficiary* by means of financial transfers or contributions in kind which are free of charge:
  - i. shall be considered a *receipt* of the *project* if they have been contributed by the third party specifically to be used on the *project*;
  - ii. shall not be considered a *receipt* of the *project* if their use is at the discretion of the *beneficiary's* management.
- b) Income generated by the *project*:
  - i. shall be considered a *receipt* for the *beneficiary* when generated by actions undertaken in carrying out the *project* and from the sale of assets purchased under

the *grant agreement* up to the value of the cost initially charged to the *project* by the *beneficiary*;

- ii. shall not be considered a *receipt* for the *beneficiary* when generated from the *use of foreground* resulting from the *project*.

#### **II.18. Community financial contribution**

1. The "*Community financial contribution*" to the *project* shall be determined by applying the upper funding limits indicated in Article II.16, per activity and per *beneficiary* to the actual eligible costs and/or to the flat rates and/or lump sums accepted by the *Commission*.
2. The *Community financial contribution* shall be calculated by reference to the cost of the project as a whole and its reimbursement shall be based on the accepted costs of each *beneficiary*.
3. The *Community financial contribution* cannot give rise to any profit for any *beneficiary*. For this purpose, at the time of the submission of the last financial statement, the final amount of the *Community financial contribution* will take into account any *receipts* of the *project* received by each *beneficiary*. For each *beneficiary*, the *Community financial contribution* cannot exceed the eligible costs minus the *receipts* for the *project*.
4. The total amount of payments by the *Community* shall not exceed in any circumstances the maximum amount of the *Community financial contribution* referred to in Article 5.
5. Without prejudice to the right to terminate the *grant agreement* under Article II.38, and without prejudice to the right of the *Commission* to apply the penalties referred to in Articles II.24 and II.25 if the *project* is not implemented or is implemented poorly, partially or late, the *Commission* may reduce the grant initially provided for in line with the actual implementation of the *project* on the terms laid down in this *grant agreement*.

#### **II.19. Interest yielded by pre-financing provided by the Commission**

1. *Pre-financing* remains the property of the *Community* until the final payment.
2. The *Commission* shall recover from the *coordinator*, for each reporting period following the implementation of the agreement, the amount of interest generated when such pre-financing exceeds the amount fixed in the *Financial Regulation* and its *Implementing Rules*.

### **SECTION 2 – GUARANTEE FUND AND RECOVERIES**

#### **II.20. Guarantee Fund**

1. The financial responsibility of each *beneficiary* shall be limited to its own debt, subject to the following paragraphs.
2. In accordance with Article 6, *beneficiaries* shall contribute to the Guarantee Fund (hereinafter *the Fund*) established in order to manage the risk associated with non-recovery of sums due to the *Community* by *beneficiaries* of *grant agreements* under FP7. That contribution to be transferred by the *Commission* on their behalf may not be offset against any pending debt they may have towards the *Community*.

3. *The Fund* is the property of the *beneficiaries* of on-going *grant agreements* under FP7. The Community represented by the *Commission* shall manage it, as executive agent, on their behalf. *The Fund* shall be deposited in a bank (hereinafter *the Bank*) chosen by the *Community* represented by the *Commission*, in its quality of executive agent.
4. Interest generated by *the Fund* shall be added to it and shall be used by the *Commission* for transfers from or recoveries from the Fund referred to in paragraphs 1 and 2 of Article II.21 (hereinafter *the Operations*).

*Operations* may be undertaken from the day of entry into force of the first *grant agreement* under FP7 until the day of the final payment of the last one. At the end of that period, any remaining interest shall become the property of the *Community*.

Where interest is insufficient to cover *Operations*, contributions to *the Fund* may be used within a limit not exceeding 1% of the *Community financial contribution* due to *beneficiaries* other than those referred to in paragraph 5, at the end of the period referred to in the above paragraph. Beyond these limits or after that period, the *Commission* shall recover directly from *beneficiaries* any amount owed.

5. At the final payment made after the end of the *project*, the amount contributed to *the Fund* under this *grant agreement* shall be returned to the *beneficiaries* via the *coordinator*.

The amount to be returned shall be equal to:

**“contribution to the Fund under this grant agreement” x “Fund index”**

The “*Fund index*” is established at the end of each month by *the Bank* to be applied during the following month, and shall equal the following ratio reduced to 1 when superior:

$$\text{Fund index} = (C + I + B)/C$$

where:

C= contributions to *the Fund* of all on-going *projects* when establishing the index

I = cumulated interest generated by *the Fund* since the start of the period

B= (recoveries to the profit of *the Fund*) - (transfers from & recoveries on the *Fund*)

Where, following this calculation, the amount to be returned to the *beneficiaries* is lower than the amount contributed to *the Fund* under this *grant agreement*, that deduction shall not exceed 1% of the *Community financial contribution* and shall not apply to amounts due to *public bodies* or legal entities whose participation in the *grant agreement* is guaranteed by a Member State or an *Associated country*, and higher and secondary education establishments.

Each *beneficiary* hereby accepts that the amount to be returned to it, is assigned to the payment of any debt due by the said *beneficiary* to the *Community* under this *grant agreement* or under any other obligation irrespective of its origin, without any further formality.

**II.21. Reimbursement and recoveries**

1. Where, following a written request from the *Commission*, a *beneficiary* in an on-going *grant agreement* under the FP7 does not reimburse to the *coordinator* any requested amount at the latest 30 days after receipt of the request, and where the remaining *beneficiaries* agree to implement the said *grant agreement* identically regarding its objectives, the *Commission* shall order *the Bank* to directly transfer from *the Fund* an equivalent amount to the *coordinator*. Amounts transferred from *the Fund* shall substitute the *Community financial contribution* not reimbursed by the *beneficiary*.

Where an amount due to the *Community* by a *beneficiary* is to be recovered after termination or completion of any *grant agreement* under the FP7, the *Commission* shall request, by means of a recovery order issued against the *beneficiary* concerned, the reimbursement of the amount due. If payment has not been made by the due date, sums owed to the *Community* may be recovered by offsetting them against any sums it owes to the *beneficiary* concerned, after informing the latter accordingly. In exceptional circumstances, justified by the necessity to safeguard the financial interests of the *Communities*, the *Commission* may recover by offsetting before the due date of the payment. The *beneficiary's* prior consent shall not be required. Where offsetting is not possible, the *Commission* shall recover effectively from *the Fund* the amounts due.

2. Where an amount due by a *beneficiary* has been transferred or recovered from *the Fund* according to paragraphs 1 and 2, the said *beneficiary* shall reimburse that amount to *the Fund*. For this purpose, the *Commission* shall issue against that beneficiary a recovery order to the benefit of *the Fund*.

3. Each *beneficiary* hereby accepts that:

- any pending payment excluding *pre-financing* due by the *Community* to the said *beneficiary*, irrespective of its origin, is assigned to the payment of that *beneficiary's* debt towards the *Fund*;
- the *Commission* may adopt a recovery decision in accordance with paragraph 5.

4. *Beneficiaries* understand that under Article 256 of the Treaty establishing the European Community, Articles 164 and 192 of the Treaty establishing the European Atomic Energy Community and as provided by the *Financial Regulation*, the *Commission* may adopt an enforceable decision formally establishing an amount as receivable from persons other than States.

5. If the obligation to pay the amount due is not honoured by the date set by the *Commission*, the sum due shall bear interest at the rate indicated in Article II.5. Interest on late payment shall cover the period between the date set for payment, exclusive and the date on which the *Commission* receives full payment of the amount owed is reimbursed in full, inclusive. Any partial payment shall first be entered against charges and interest on late payment and then against the principal.

**SECTION 3 – CONTROLS AND SANCTIONS**

**II.22. Financial audits and controls**

1. The *Commission* may, at any time during the implementation of the *project* and up to five years after the end of the *project*, arrange for financial audits to be carried out, by external auditors, or by the *Commission* services themselves including OLAF. The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the *Commission*. Such audits may cover financial, systemic and other aspects (such as accounting and management principles) relating to the proper execution of the *grant agreement*. They shall be carried out on a confidential basis.
2. The *beneficiaries* shall make available directly to the *Commission* all detailed information and data that may be requested by the *Commission* or any representative authorised by it, with a view to verifying that the *grant agreement* is properly managed and performed in accordance with its provisions and that costs have been charged in compliance with it. This information and data must be precise, complete and effective.
3. The *beneficiaries* shall keep the originals or, in exceptional cases, duly authenticated copies – including electronic copies - of all documents relating to the *grant agreement* for up to five years from the end of the *project*. These shall be made available to the *Commission* where requested during any audit under the *grant agreement*.
4. In order to carry out these audits, the *beneficiaries* shall ensure that the *Commission's* services and any external body(ies) authorised by it have on-the-spot access at all reasonable times, notably to the *beneficiary's* offices, to its computer data, to its accounting data and to all the information needed to carry out those audits, including information on individual salaries of persons involved in the *project*. They shall ensure that the information is readily available on the spot at the moment of the audit and, if so requested, that data be handed over in an appropriate form.
5. On the basis of the findings made during the financial audit, a provisional report shall be drawn up. It shall be sent by the *Commission* or its authorised representative to the *beneficiary* concerned, which may make observations thereon within one month of receiving it. The *Commission* may decide not to take into account observations conveyed or documents sent after that deadline. The final report shall be sent to the *beneficiary* concerned within two months of expiry of the aforesaid deadline.
6. On the basis of the conclusions of the audit, the *Commission* shall take all appropriate measures which it considers necessary, including the issuing of recovery orders regarding all or part of the payments made by it and the application of any applicable sanction.
7. The European Court of Auditors shall have the same rights as the *Commission*, notably right of access, for the purpose of checks and audits, without prejudice to its own rules.
8. In addition, the *Commission* may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the *Commission* in order to protect the European Communities' financial interests against fraud and other irregularities<sup>8</sup> and Regulation (EC) No 1073/1999 of the European Parliament and of the Council of 25 May 1999 concerning investigations conducted by the European Anti-Fraud Office (OLAF)<sup>9</sup>

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<sup>8</sup> OJ L 292, 15.11.1996, p.2.

<sup>9</sup> OJ L 136, 31.5.1999

Council Regulation (Euratom) No 1074/1999 of 25 May 1999 concerning investigations conducted by the European Anti-Fraud Office (OLAF)<sup>10</sup>.

### II.23. Technical audits and reviews

1. The *Commission* may initiate a technical audit or review at any time during the implementation of the *project* and up to up to five years after the end of the *project*. The aim of a technical audit or review shall be to assess the work carried out under the *project* over a certain period, *inter alia* by evaluating the *project* reports and deliverables relevant to the period in question. Such audits and reviews may cover scientific, technological and other aspects relating to the proper execution of the *project* and the *grant agreement*.
2. With respect to the Description of Work (Annex I), the audit or review shall objectively assess the following:
  - the degree of fulfilment of the *project* work plan for the relevant period and of the related deliverables;
  - the continued relevance of the objectives and breakthrough potential with respect to the scientific and industrial state of the art;
  - the resources planned and utilised in relation to the achieved progress, in a manner consistent with the principles of economy, efficiency and effectiveness;
  - the management procedures and methods of the *project*;
  - the *beneficiaries'* contributions and integration within the *project*;
  - the expected potential impact in economic, competition and social terms, and the *beneficiaries'* plan for the *use* and *dissemination* of *foreground*.
3. Audits and reviews shall be deemed to be initiated on the date of receipt by the *beneficiary(ies)* of the relevant letter sent by the *Commission*.
4. Any such audit or review shall be carried out on a confidential basis.
5. The *Commission* may be assisted in technical audits and reviews by external scientific or technological experts. Prior to the carrying out of the evaluation task, the *Commission* shall communicate to the *beneficiaries* the identity of the appointed experts. The *beneficiary(ies)* shall have the right to refuse the participation of a particular external scientific or technological expert on grounds of commercial confidentiality.
6. Audits and reviews may be carried out remotely at the expert's home or place of work or involve sessions with *project* representatives either at the *Commission* premises or at the premises of *beneficiaries*. The *Commission* or the external scientific or technological expert may have access to the locations and premises where the work is being carried out, and to any document concerning the work.
7. The *beneficiaries* shall make available directly to the *Commission* all detailed information and data that may be requested by it or the external scientific or technological expert with a view to verifying that the *project* is being/has been properly implemented and performed in accordance with the provisions of this *grant agreement*.

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<sup>10</sup> OJ L 136, 31.5.1999

8. A report on the outcome of the audits and reviews shall be drawn up. It shall be sent by the *Commission* to the *beneficiary* concerned, who may make observations thereon within one month of receiving it. The *Commission* may decide not to take into account the observations conveyed after that deadline.
9. On the basis of the experts' formal recommendations the *Commission* will inform the *coordinator* of its decision:
  - to accept or reject the deliverables;
  - to allow the *project* to continue without modification of Annex I or with minor modifications;
  - to consider that the *project* can only continue with major modifications;
  - to initiate the termination of the *grant agreement* or of the participation of any *beneficiary* according to Article II. 38;
  - to issue a recovery order regarding all or part of the payments made by the *Commission* and to apply any applicable sanction.
10. An ethics audit may be undertaken at the discretion of the *Commission* services up to five years after the end of the *project*. Paragraphs 3, 4, 5, 6, 7, 8 and 9 shall apply *mutatis mutandis*.

#### **II.24. Liquidated damages**

1. A *beneficiary* that is found to have overstated any amount and which has therefore received an unjustified financial contribution from the *Community* shall, without prejudice to any other measures provided for in this *grant agreement*, be liable to pay damages, hereinafter "*liquidated damages*". *Liquidated damages* are due in addition to the recovery of the unjustified *Community financial contribution* from the *beneficiary*. In exceptional cases the *Commission* may refrain from claiming *liquidated damages*.

2. Any amount of *liquidated damages* shall be proportionate to the overstated amount and the unjustified part of the *Community financial contribution*. The following formula shall be used to calculate *liquidated damages*:

***Liquidated damages = unjustified Community financial contribution x (overstated amount/total Community financial contribution claimed)***

The calculation of any *liquidated damages* shall only take into consideration the reporting period(s) relating to the *beneficiary's* claim for the *Community financial contribution* for that period. It shall not be calculated in relation to the entire *Community financial contribution*.

3. The *Commission* shall inform the *beneficiary* which it considers liable to pay *liquidated damages* in writing of its claim by way of a registered letter with acknowledgement of receipt. The *beneficiary* shall have a period of 30 days to answer the *Community's* claim.

4. The procedure for repayment of unjustified *Community financial contribution* and for payment of *liquidated damages* will be determined in accordance with the provisions of Article II.21. *Liquidated damages* will be deducted from any further payment or will be subject to recovery by the *Commission*.

5. The *Commission* shall be entitled to *liquidated damages* in respect of any overstated amount which comes to light after the end of the *project*, in accordance with the provisions of paragraphs 1 to 4.

## **II.25. Financial penalties**

1. A *beneficiary* that has been guilty of making false declarations or has been found to have seriously failed to meet its obligations under this *grant agreement* shall be liable to financial penalties of between 2% and 10% of the value of the *Community financial contribution* received by that *beneficiary*. The rate may be increased to between 4% and 20% in the event of a repeated offence within five years following the first infringement.
2. In the cases of paragraph 1, *beneficiaries* shall be excluded from all *Community* grants for a maximum of two years from the date the infringement has been established.
3. The provisions in this Article shall be without prejudice to any administrative or financial sanction that may be imposed on any defaulting *beneficiary* in accordance with the *Financial Regulation* or to any other civil remedy to which the *Community* or any other *beneficiary* may be entitled. Furthermore, these provisions shall not preclude any criminal proceedings which may be initiated by the Member States' authorities.

## Part Y INTELLECTUAL PROPERTY RIGHTS, USE AND DISSEMINATION

### **SECTION 1 – FOREGROUND**

#### **II.26. Ownership**

1. *Foreground* shall be the property of the *beneficiary* carrying out the work generating that *foreground*.
2. Where several *beneficiaries* have jointly carried out work generating *foreground* and where their respective share of the work cannot be ascertained, they shall have joint ownership of such *foreground*. They shall establish an agreement<sup>11</sup> regarding the allocation and terms of exercising that joint ownership.

However, where no joint ownership agreement has yet been concluded, each of the joint owners shall be entitled to grant non-exclusive licences to third parties, without any right to sub-licence, subject to the following conditions:

- a) at least 45 days prior notice must be given to the other joint owner(s); and
  - b) fair and reasonable compensation must be provided to the other joint owner(s).
3. If employees or other personnel working for a *beneficiary* are entitled to claim rights to *foreground*, the *beneficiary* shall ensure that it is possible to exercise those rights in a manner compatible with its obligations under this *grant agreement*.

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<sup>11</sup> The joint owners may of course agree not to continue with joint ownership but decide on an alternative regime (for example, a single owner with access rights for the other *beneficiaries* that transferred their ownership share).

## II.27. Transfer

1. Where a *beneficiary* transfers ownership of *foreground*, it shall pass on its obligations regarding that *foreground* to the assignee including the obligation to pass those obligations on to any subsequent assignee.
2. Subject to its obligations concerning confidentiality such as in the framework of a merger or an acquisition of an important part of its assets, where a *beneficiary* is required to pass on its obligations to provide *access rights*, it shall give at least 45 days prior notice to the other *beneficiaries* of the envisaged transfer, together with sufficient information concerning the envisaged new owner of the *foreground* to permit the other beneficiaries to exercise their *access rights*.

However, the *beneficiaries* may, by written agreement, agree on a different time-limit or waive their right to prior notice in the case of transfers of ownership from one *beneficiary* to a specifically identified third party.

3. Following notification in accordance with paragraph 2, any other *beneficiary* may object within 30 days of the notification or within a different time-limit agreed in writing, to any envisaged transfer of ownership on the grounds that it would adversely affect its *access rights*.

Where any of the other *beneficiaries* demonstrate that their *access rights* would be adversely affected, the intended transfer shall not take place until agreement has been reached between the *beneficiaries* concerned.

4. Where a *beneficiary* intends to transfer ownership of *foreground* to a third party established in a *third country* not associated to the Seventh Framework Programme, the *Commission* may object to such transfer of ownership of *foreground*, if it considers that this is not in accordance with the interests of developing the competitiveness of the European economy or is inconsistent with ethical principles or security considerations.

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

In *projects* funded by the European Atomic Energy Community, security considerations must be understood as being the defence interests of the Member States within the meaning of Article 24 of the Treaty establishing the European Atomic Energy Community.

## II.28. Protection

1. Where *foreground* is capable of industrial or commercial application, its owner shall provide for its adequate and effective protection, having due regard to its legitimate interests and the legitimate interests, particularly the commercial interests, of the other *beneficiaries*.

Where a *beneficiary* which is not the owner of the *foreground* invokes its legitimate interest, it must, in any given instance, show that it would suffer disproportionately great harm.

2. Patent applications relating to *foreground*, filed by or on behalf of a *beneficiary* must include the following statement to indicate that said *foreground* was generated with the assistance of financial support from the *Community*:

**The work leading to this invention has received funding from the [European Community's] [European Atomic Energy Community's] Seventh Framework Programme ([FP7/2007-2013] [FP7/2007-2011]) under grant agreement n° [xxxxxx].<sup>12</sup>**

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 *Commission* to trace the patent (application). Any such filing arising after the final report must be notified to the *Commission* including the same details/references.

3. Where the *foreground* is capable of industrial or commercial application and its owner does not protect it and does not transfer it to another *beneficiary*, an *affiliated entity* established in a Member State or *Associated country* or any other third party established in a Member State or *Associated country* along with the associated obligations in accordance with Article II.27, no *dissemination* activities relating to that *foreground* may take place before the *Commission* has been informed. The *Commission* must be informed at the latest 45 days prior to the intended *dissemination* activity.

In such cases, the *Community* may, with the consent of the *beneficiary* concerned, assume ownership of that *foreground* and adopt measures for its adequate and effective protection. The *beneficiary* concerned may refuse consent only if it can demonstrate that its legitimate interests would suffer disproportionately great harm.

In the event the *Community* assumes ownership, it shall take on the obligations regarding the granting of *access rights*.

### II.29. Use

1. The *beneficiaries* shall *use* the *foreground* which they own or ensure that it is used.
2. The *beneficiaries* shall report on the expected *use* to be made of *foreground* in the plan for the *use* and *dissemination* of *foreground*. The information must be sufficiently detailed to permit the *Commission* to carry out any related audit.

### II.30. Dissemination

1. Each *beneficiary* shall ensure that the *foreground* of which it has ownership is disseminated as swiftly as possible. If it fails to do so, the *Commission* may disseminate that *foreground*.
2. *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*.

In *projects* funded by the European Atomic Energy Community, *dissemination* activities shall also be compatible with the defence interests of the Member States within the meaning of Article 24 of the Treaty establishing the European Atomic Energy Community.

3. At least 45 days prior notice of any *dissemination* activity shall be given to the other *beneficiaries* concerned, including sufficient information concerning the planned *dissemination* activity and the data envisaged to be disseminated.

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<sup>12</sup> This statement will have to be translated into the language of the patent filing. Translations in all *Community* languages will be provided.

Following notification, any of those *beneficiaries* may object within 30 days of the notification to the envisaged *dissemination* activity if it considers that its legitimate interests in relation to its *foreground* or *background* could suffer disproportionately great harm. In such cases, the *dissemination* activity may not take place unless appropriate steps are taken to safeguard these legitimate interests.

The *beneficiaries* may agree in writing on different time-limits to those set out in this paragraph, which may include a deadline for determining the appropriate steps to be taken.

4. 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 *Community*:

**The research leading to these results has received funding from the [European Community's] [European Atomic Energy Community's] Seventh Framework Programme ([FP7/2007-2013] [FP7/2007-2011]) under grant agreement n° [xxxxxx].**<sup>13</sup>

Any *dissemination* activity shall be reported in the plan for the *use* and *dissemination* of *foreground*, including sufficient details/references to enable the *Commission* 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 *Commission* 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 *Commission* at the same time for the purpose set out in Article II.12.2 if this does not infringe any rights of third parties.

## **SECTION 2 – ACCESS RIGHTS**

### **II.31. Background covered**

*Beneficiaries* may define the *background* needed for the purposes of the *project* in a written agreement and, where appropriate, may agree to exclude specific *background*<sup>14</sup>.

### **II.32. Principles**

1. All requests for *access rights* shall be made in writing.
2. The granting of *access rights* may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.
3. Without prejudice to their obligations regarding the granting of *access rights*, *beneficiaries* shall inform each other as soon as possible of any limitation to the granting of *access rights* to *background*, or of any other restriction which might substantially affect the granting of *access rights*.

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<sup>13</sup> This statement will have to be translated into the language of the dissemination activity. Translations in all *Community* languages will be provided.

<sup>14</sup> Such an exclusion may be temporary (e.g. to permit the adequate protection of the *background* prior to providing access) or limited (e.g. to exclude only one or more specific *beneficiaries*). As *background* is by definition considered to be needed for implementation or use, the impact of such an exclusion on the *project*, particularly regarding an exclusion which does not have a temporary character, should be examined by the *beneficiaries*.

4. The termination of the participation of a *beneficiary* shall in no way affect the obligation of that *beneficiary* to grant *access rights* to the remaining *beneficiaries*.
5. Unless otherwise agreed by the owner of the *foreground* or *background*, *access rights* shall confer no entitlement to grant sub-licences.
6. Without prejudice to paragraph 7, any agreement providing *access rights* to *foreground* or *background* to *beneficiaries* or third parties must ensure that potential *access rights* for other *beneficiaries* are maintained.
7. Exclusive licences for specific *foreground* or *background* may be granted subject to written confirmation by all the other *beneficiaries* that they waive their *access rights* thereto.
8. However, where a *beneficiary* intends to grant an exclusive licence to *foreground* to a third party established in a *third country* not associated to the Seventh Framework Programme, the *Commission* may object to the granting of such an exclusive licence, if it considers that this is not in accordance with the interests of developing the competitiveness of the European economy or is inconsistent with ethical principles or security considerations.

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

In *projects* funded by the European Atomic Energy Community, the *Commission* may also object to the intended grant of any non-exclusive licence to a third party established in a *third country* not associated to the Seventh Framework Programme on the same conditions as set out in this paragraph. Security considerations shall in case of such *projects* be understood as being the defence interests of the Member States within the meaning of Article 24 of the Treaty establishing the European Atomic Energy Community.

### **II.33. Access rights for implementation**

1. *Access rights* to *foreground* shall be granted to the other *beneficiaries*, if it is needed to enable those *beneficiaries* to carry out their own work under the *project*.

Such *access rights* shall be granted on a royalty-free basis.

2. *Access rights* to *background* shall be granted to the other *beneficiaries*, if it is needed to enable those *beneficiaries* to carry out their own work under the *project* provided that the *beneficiary* concerned is entitled to grant them.

Such *access rights* shall be granted on a royalty-free basis, unless otherwise agreed by all *beneficiaries* before their accession to this agreement.

### **II.34. Access rights for use**

1. *Beneficiaries* shall enjoy *access rights* to *foreground*, if it is needed to use their own *foreground*.

Subject to agreement, such *access rights* shall be granted either under *fair and reasonable conditions* or be royalty-free.

2. *Beneficiaries* shall enjoy *access rights* to *background*, if it is needed to use their own *foreground* provided that the *beneficiary* concerned is entitled to grant them.

Subject to agreement, such *access rights* shall be granted either under *fair and reasonable conditions* or be royalty-free.

3. An *affiliated entity* established in a Member State or *Associated country* shall also enjoy *access rights*, referred to in paragraphs 1 and 2, to *foreground* or *background* under the same conditions as the *beneficiary* to which it is affiliated, unless otherwise provided for in the *consortium agreement*. As the *access rights* referred to in paragraphs 1 and 2 require that access is needed to use own *foreground*, this paragraph only applies to the extent that ownership of *foreground* was transferred to an affiliate entity established in a Member State or *Associated country*. The *beneficiaries* may provide for arrangements regarding *access rights* for affiliated entities in their *consortium agreement*, including regarding any notification requirements.
4. A request for *access rights* under paragraphs 1, 2 or 3 may be made up to one year after either of the following events:
  - a) the end of the *project*; or
  - b) termination of participation by the owner of the *background* or *foreground* concerned.

However, the *beneficiaries* concerned may agree on a different time-limit<sup>15</sup>.

## FINAL PROVISIONS

### II.35. Competitive calls

1. When required by the terms of Annex I, the *consortium* shall identify and propose to the *Commission* the participation of new *beneficiaries* following a competitive call in accordance with the provisions of this Article.
2. The *consortium* shall publish the competitive call at least in one international journal and in three different national newspapers in three different Member States or *Associated countries*. It shall also be responsible for advertising the call widely using specific information support, particularly Internet sites on the Seventh Framework Programme, the specialist press and brochures and through the national contact points set up by Member States and *Associated countries*. In addition, the publication and advertising of the call shall conform to any instructions and guidance notes established by the *Commission*. The *consortium* shall inform the *Commission* of the call and its content at least 30 days prior to its expected date of publication.
3. The competitive call shall remain open for the submission of proposals by interested parties for a period of at least five weeks.
4. The *consortium* shall evaluate offers received in the light of the criteria that governed the *Commission's* evaluation and selection of the *project*, defined in the relevant call for proposals, and with the assistance of at least two independent experts appointed by the *consortium* on the basis of the criteria described in the *Rules for Participation*.

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<sup>15</sup> This can be a longer or shorter time-limit.

5. The *consortium* shall notify the *Commission* of the proposed accession of a new *beneficiary(ies)* in accordance with Article II.36. At the same time, it will inform the *Commission* of the means by which the competitive call was published and of the names and affiliation of the experts involved in the evaluation. The *Commission* may object to the accession of any new *beneficiary* within 45 days of the receipt of the notification.

### **II.36. Requests for amendments and termination at the initiative of the *consortium***

1. Amendments to this *grant agreement* may be requested by any of the parties. Requests for amendments and termination shall be signed by the legal representative of the parties and submitted in accordance with Article 8. Any request or acceptance by the *consortium* or a *beneficiary(ies)* shall be submitted by the *coordinator*. The *coordinator* is deemed to act on behalf of all *beneficiaries* when signing a request, an acceptance or rejection letter concerning an amendment as well as when requesting a termination. The *coordinator* shall ensure that adequate proof of the *consortium's* agreement to such an amendment or termination exists and is made available in the event of an audit or upon request of the *Commission*.
2. In the case of change of *coordinator* without its agreement, the request shall be submitted by all other *beneficiaries* or by one of them representing the others.
3. A request for amendment including more than one modification to the agreement shall be considered a package that cannot be separated into several requests and shall be approved or rejected by the other party as a whole, except where the request explicitly states that it contains separate requests that can be approved independently.
4. Requests for the addition of a new *beneficiary* shall include a completed Form B (Annex V), duly signed by such new entity. Any addition is subject to the conditions required by the *Rules for Participation*, the related call for proposals and the *Financial Regulation*. Such additional entity shall assume the rights and obligations of *beneficiaries* as established by the *grant agreement* with effect from the date of its accession specified in the signed Form B.
5. The amendments may not have the purpose or the effect of making changes to the agreement which might call into question the decision awarding the grant or result in unequal treatment of the *beneficiaries*.
6. Requests for termination of the participation of one or more *beneficiaries* shall include:
  - the *consortium's* proposal for reallocation of the tasks and budget of that *beneficiary*,
  - the reasons for requesting the termination,
  - the proposed date on which the termination shall take effect,
  - a letter containing the opinion of the *beneficiary* whose participation is requested to be terminated and
  - the reports and deliverables referred to in Article II.4, relating to the work carried out by this *beneficiary* up to the date on which the termination takes effect, together with a comment of the *coordinator* on behalf of the *consortium*

on these reports and deliverables and a declaration on distribution of payments to this *beneficiary* by the *coordinator*.

In the absence of receipt of such documents, the request shall not be considered as a valid request.

The letter containing the opinion of the *beneficiary* concerned can be substituted by proof that this *beneficiary* has been requested in writing to express its opinion on the proposed termination of its participation and to send the reports and deliverables but failed to do so within the time-limit established by that notification. This time-limit shall not be inferior to one month. In this case, if no reports have been submitted with the request for termination, the *Commission* shall not take into account any further cost claims of that *beneficiary* and shall not make any further reimbursement for it.

Unless otherwise agreed with the *Commission*, all the tasks of the *beneficiary* whose participation is terminated must be reallocated within the *consortium*.

Requests for termination of the *grant agreements* shall provide the justification for termination and the reports and deliverables referred to in Article II.4 relating to the work carried out up to the date on which the termination takes effect.

### **II.37. Approval of amendments and termination requested by the *consortium***

1. The parties to this *grant agreement* undertake to approve or reject any valid request for an amendment or termination within 45 days of its receipt. The absence of a response within 45 days of receipt of such a request shall be considered as a rejection.
2. By derogation to paragraph 1, when the *consortium* requests the addition or the termination of the participation of a *beneficiary*, the absence of a response from the *Commission* within 45 days of receipt of such a request constitutes approval, except in cases of absence of the agreement of the *beneficiary* concerned and in cases of appointment of a new *coordinator*, which shall require the written approval of the *Commission*.

Where the *Commission* does not object within this period, it is deemed to have approved the request on the last day of the time-limit. The *Commission* undertakes to send a letter for information purposes in case of tacit approval.

Where the request for the addition or removal of a *beneficiary* is associated with requests for other modifications to the *grant agreement* which are not directly related to this addition or removal, the whole request shall be subject to written approval by the *Commission*.

3. The *Commission's* approval of the requested amendment or termination shall be notified to the *coordinator*, which receives it on behalf of the *consortium*. In case of termination of the participation of one or more *beneficiaries*, the *Commission* shall send a copy to the *beneficiary* concerned.
4. Amendments and terminations shall take effect on the date agreed by the parties; where there is no date specified they shall take effect on the date of the *Commission's* approval.

**II.38. Termination of the *grant agreement* or of the participation of one or more *beneficiaries* at the *Commission's* initiative**

1. The *Commission* may terminate the *grant agreement* or the participation of a *beneficiary* in the following cases:
  - a) where one or more of the legal entities identified in Article 1 does not accede to this *grant agreement*.
  - b) in case of non-performance or poor performance of the work or breach of any substantial obligation imposed by this *grant agreement* that is not remedied following a written request to the *consortium* to rectify the situation within a period of 30 days;
  - c) where the *beneficiary* has deliberately or through negligence committed an *irregularity* in the performance of any *grant agreement* with the *Commission*;
  - d) where the *beneficiary* has contravened fundamental ethical principles;
  - e) where the required reports or deliverables are not submitted or the *Commission* does not approve the reports or deliverables submitted;
  - f) for major technical or economic reasons substantially adversely affecting the completion of the *project*;
  - g) if the potential *use* of the *foreground* diminishes to a considerable extent;
  - h) where a legal, financial, organisational or technical change or *change of control* of a *beneficiary* calls into question the decision of the *Commission* to accept its participation;
  - i) where any such change identified in h) above or termination of the participation of the *beneficiary(ies)* concerned substantially affects the implementation of the *project*, or the interests of the *Community*, or calls into question the decision to grant the *Community* contribution;
  - j) in case of *force majeure* notified in conformity with Article II.40, where any reactivation of the *project* after suspension is impossible;
  - k) where the conditions for participation in the *project* established by the *Rules for Participation* or as amended by the call for proposals to which the *project* was submitted are no longer satisfied, unless the *Commission* considers that the continuation of the *project* is essential to the implementation of the specific programme;
  - l) where a *beneficiary* is found guilty of an offence involving its professional conduct by a judgment having the force of *res judicata* or if it is guilty of grave professional misconduct proven by any justified means;
  - m) where further to the termination of the participation of one or more *beneficiaries*, the *consortium* does not propose to the *Commission* an amendment to the *grant agreement* with the necessary modifications for the continuation of the *project* including the reallocation of task of the *beneficiary* whose participation is terminated within the time-limit determined by the *Commission*, or where the *Commission* does not accept the proposed modifications.
  - n) where a *beneficiary* is declared bankrupt or is being wound up.

2. Termination of the participation of one or more *beneficiaries* at the *Commission's* initiative shall be notified to the *beneficiary(ies)* concerned, with a copy to the *coordinator* and shall take effect on the date indicated in the notification and at the latest 30 days after its receipt by the *beneficiary*.

The *Commission* shall inform the *consortium* of the effective date of termination.

In the case of termination of the *grant agreement*, the *coordinator* shall be notified, who shall in turn notify all the other *beneficiaries* and the termination shall become effective 45 days after receipt by the *coordinator*.

3. Within 45 days after the effective date of termination, the *beneficiary(ies)* whose participation is terminated shall submit (through the *coordinator*) all required reports and deliverables referred to in Article II.4 relating to the work carried out up to that date. In the absence of receipt of such documents within the above time-limits, the *Commission* may, after providing 30 days notice in writing of the non-receipt of such documents, determine not to take into account any further cost claims and not to make any further reimbursement and, where appropriate, require the reimbursement of any *pre-financing* due by the *beneficiary(ies)*.
4. The *consortium* has up to 30 days after the effective date of termination of the *beneficiary's* participation to provide the *Commission* with information on the share of the *Community* contribution that has been effectively transferred to such *beneficiary* since the beginning of the *project*.
5. In the absence of receipt of such information within the time-limits, the *Commission* shall consider that the *beneficiary* whose participation is terminated owes no money to the *Commission* and that the *Community* contribution already paid is still at the disposal of the *consortium* and under its responsibility.
6. Based on documents and information referred to in the paragraphs above, the *Commission* shall establish the debt owed by the *beneficiary* whose participation is terminated.
7. Where the participation of one or more *beneficiaries* is terminated, the *beneficiary(ies)* whose participation is terminated shall reimburse the amount due to the *Commission* or transfer it to the *coordinator* as requested by the *Commission*, within 30 days. The *Commission* shall send a copy of such a request to the *coordinator*. In the latter case, the *coordinator* shall inform the *Commission* at the latest 10 days after the end of this time-limit whether the amount has been transferred to it.
8. Where the *grant agreement* is terminated, the *Commission* shall establish the debt owed by the *consortium* and notify it to the *coordinator*.

### **II.39. Financial contribution after termination and other termination consequences**

1. In the event of termination any financial contribution from the *Community* is limited to those *eligible costs* incurred and accepted up to the effective date of such termination and of any legitimate commitments taken prior to that date, which cannot be cancelled.
2. By derogation to the above paragraph:
  - in the case of Article II.38.1.a), no costs incurred by the *consortium* under the *project* can be approved or accepted as eligible for reimbursement by the *Community*. Any pre-

*financing* provided to the *consortium* and any interest generated by the *pre-financing* must be returned in full to the *Commission*.

- in the case of Article II.38.1.b), any financial contribution from the *Community* is limited to those eligible costs incurred up to the date of receipt of the written request to rectify the breach.
3. In addition, in the cases of Article II.38.1.b), c), d), e), l) and m) the *Commission* may require reimbursement of all or part of the *Community's* financial contribution. In the case of Article II.38.1.b) and m) the *Commission* shall take into account the nature and results of the work carried out and its usefulness to the *Community* in the context of the specific programme concerned.
  4. Reports and deliverables submitted in the framework of a termination are deemed to be submitted at the end of the corresponding reporting period.
  5. Where the *Community* makes a payment after the termination of the participation of a *beneficiary* or after termination of the *grant agreement*, this payment shall be considered as a final payment in relation to such *beneficiary(ies)* or the *project*, respectively and in any case shall be done through the *coordinator*.

Notwithstanding the termination of the *grant agreement* or the participation of one or more *beneficiaries*, the provisions identified in Articles II.9, II.10, II.11, II.12, II.21, II.22, II.23, II.24, II.25, II.35, II.36, II.38, II.41, II.42 and Part C of Annex II continue to apply after the termination of the *grant agreement* or the termination of the participation of such *beneficiary(ies)*.

#### **II.40. Force majeure**

1. *Force majeure* shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this *grant agreement* by the parties, which is beyond their control and cannot be overcome despite their reasonable endeavours. Any default of a product or service or delays in making them available for the purpose of performing this *grant agreement* and affecting such performance, including, for instance, anomalies in the functioning or performance of such product or service, labour disputes, strikes or financial difficulties do not constitute *force majeure*.
2. If any of the *beneficiaries* is subject to *force majeure* liable to affect the fulfilment of its obligations under this *grant agreement*, the *coordinator* shall notify the *Commission* without delay, stating the nature, likely duration and foreseeable effects.
3. If the *Community* is subject to *force majeure* liable to affect the fulfilment of its obligations under this *grant agreement*, it shall notify the *coordinator* without delay, stating the nature, likely duration and foreseeable effects.
4. No party shall be considered to be in breach of its obligation to execute the *project* if it has been prevented from complying by *force majeure*. Where *beneficiaries* cannot fulfil their obligations to execute the *project* due to *force majeure*, remuneration for accepted eligible costs incurred may be made only for tasks which have actually been executed up to the date of the event identified as *force majeure*. All necessary measures shall be taken to limit damage to the minimum.

## II.41. Assignment

The *beneficiaries* shall not assign any of the rights and obligations arising from the *grant agreement* except those cases provided for in Article II.27 (transfer of *foreground*), without the prior and written authorisation of the *Commission* and the other *beneficiaries*.

## II.42. Liability

1. The *Community* cannot be held liable for any acts or omissions of the *beneficiaries* in relation to this *grant agreement*. It shall not be liable for any defaults of any products, processes or services created on the basis of *foreground*, including, for instance, anomalies in the functioning or performance thereof.
2. Each *beneficiary* fully guarantees the *Community*, and agrees to indemnify it, in case of any action, complaint or proceeding brought by a third party against the *Community* as a result of damage caused, either by any of its acts or omissions in relation to this *grant agreement*, or by any products, processes or services created by it on the basis of *foreground* resulting from the *project*.

In the event of any action brought by a third party against a *beneficiary* in connection with the performance of this *grant agreement*, the *Commission* may assist the latter upon written request. The costs incurred by the *Commission* in this connection shall be borne by the *beneficiary* concerned.

3. Each *beneficiary* shall bear sole responsibility for ensuring that their acts within the framework of this *project* do not infringe third parties rights.
4. The *Community* cannot be held liable for any consequences arising from the proper exercise of the rights of the *Community* under the *Rules for Participation* or this *grant agreement*.

The University of British Columbia  
Faculty of Medicine

**NOTICE OF MEETING OF THE FACULTY OF MEDICINE**

**Monday, May 11, 2009  
5:00 – 6:30 p.m.**

**UBC Point Grey Campus: Life Sciences Centre Lecture Theatre 1**

2350 Health Sciences Mall, Vancouver, BC, V6T 1Z3

(see map attached which is also available at

[http://www.maps.ubc.ca/PROD/index\\_detail.php?show=y,n,n,n,n,y&bldg2Search=n&locat1=529](http://www.maps.ubc.ca/PROD/index_detail.php?show=y,n,n,n,n,y&bldg2Search=n&locat1=529))

**University of Victoria: MSB 150**

**University of Northern British Columbia: Room 9 – 370 (NHSC)**

**A G E N D A**

5:00	<b>1.0</b>	Welcome	Dean G. Stuart
	<b>2.0</b>	Approval of the Minutes of November 27, 2008 ( <i>circulated</i> )	Dean G. Stuart
	<b>3.0</b>	Business Arising from the Minutes	Dean G. Stuart
	<b>4.0</b>	Approval of actions taken at Faculty Executive Meetings of October 2008 to February 2009	Dean G. Stuart
	<b>5.0</b>	Report from the Dean	Dean G. Stuart
	<b>6.0</b>	Presentation from students in BMLSc Program	BMLSc Students
	<b>7.0</b>	Faculty of Medicine Budget Report	Mr. M. Vernon
	<b>8.0</b>	Life Sciences Institute Achievements	Dr. C. Naus
	<b>9.0</b>	Other Business	

**UNDER UNIVERSITY REGULATIONS, STUDENT REPRESENTATIVES ARE REQUIRED TO ABSENT THEMSELVES FOR THE NEXT ITEM OF BUSINESS**

6:15	<b>10.0</b>	Candidates for Degrees:	
		• BMLSc	Dr. C. Park
		• BMW	Ms. S. Vedam
		• MD	Dr. A. Towle

Attachments:

- Location Map of Life Sciences Centre, Lecture Theatre 1
- Draft Minutes of November 27, 2008 Meeting

Next Meeting: November 2009 (time and location to be posted on web

[http://www.med.ubc.ca/about\\_us/org\\_gov/full\\_faculty.htm](http://www.med.ubc.ca/about_us/org_gov/full_faculty.htm))

**Faculty of Medicine Voting Membership & Procedures** available at (being updated)

[http://www.med.ubc.ca/about\\_us/org\\_gov/full\\_faculty.htm](http://www.med.ubc.ca/about_us/org_gov/full_faculty.htm)

**Regrets:** Patricia Lou at 604-822-0397 or [plou@medd.med.ubc.ca](mailto:plou@medd.med.ubc.ca)

## LOCAL AREA MAP

**LIFE SCIENCES CENTRE** is located near the red arrow  on the map below.

**Finding Your Way:** The Life Sciences Centre is located on the north side of Agronomy Road south of the UBC Hospital.

**Detailed Directions:** A [road map and detailed directions](#) for **LIFE SCIENCES CENTRE** can be found on Google.



The closest entrance to Life Science Centre, Lecture Theatre 1 (LSC1) is on the west side of the building on Health Sciences Mall (direction of the **red arrow**). LSC1 is located at the first door to your left upon entry to this west entrance.

Please use the **west entrance** located at 2350 Health Science Mall **AFTER HOURS (i.e. after 5:00 pm)**.

[http://www.maps.ubc.ca/PROD/index\\_detail.php?show=y,n,n,n,n,y&bldg2Search=n&locat1=529](http://www.maps.ubc.ca/PROD/index_detail.php?show=y,n,n,n,n,y&bldg2Search=n&locat1=529)

# FACULTY OF MEDICINE

## Minutes of Meeting held on Thursday, November 27, 2008

### ATTENDANCE

A meeting of the Faculty of Medicine was held on Thursday, November 27, 2008, at 5:00 pm. The meeting linked three locations via video-conferencing: Gordon & Leslie Diamond Health Care Centre Lecture Theatre (Vancouver General Hospital), University of Victoria Room MSB 150, and University of Northern British Columbia Room 9-370 (NHSC CMR). Dean Gavin Stuart chaired the meeting from the Gordon & Leslie Diamond Health Care Centre.

**Voting Attendees (Vancouver):** R. Armstrong, S. Aydede, D. Brown, A. Buchan, J. Cairns, V. Ciocca, R. Coupland, D. Evans, M. Fabian, B. Fleming, J. Fleming, J. Fraser, R. Hegele, V. Kapoor, H. Krueger, R. Liston, B. Loveridge, H. Lui, G. Meneilly, M. Monsalve, M.E. O'Donnell, J. Prior, K. Rungta, M.T. Schechter, A. Seal, D. Shaw, K. Sivertz, G. Stuart, B. Tiberiis, A. Towle, J. Weinberg, M. Whitfield, H.C.G. Wong.

**Students and Other Voting Attendees (Vancouver):** S. Abdulla, M. Berg, R. Bhui, D. Dance, A. Feehan, A. Garg, K. Genoway, S. Gharbi, M. Hamilton, A. Jassem, N. Karim, K. Kozoriz, M. MacDonald, M. Masterson, J. McLellan, A. Ming-Lum, V. Miranda, H. O'Donnell, R. Roots, R. Sohal, C. Stringer, S. Thibert, S. Yao.

**Non-Voting Attendees (Vancouver):** J. Copeland, L. De Silva, C. Falk, J-P. Guo, L. Hume (scribe), K. Kang, Y.H. Kang, L. Kesler, S. Langland, J. Nacht, S. Turvey.

**Voting Attendees (UVIC):** L. Arbour, G. Bourgeois-Law, O. Casiro, A. Harrison, M. Yamanaka.

**Non-Voting Attendees (UVIC):** S. Edwards, M. Van Den Engh-Cook.

**Voting Attendees (UNBC):** D. Snadden.

**Regrets:** J. Andrew, J. Ansermino, C. Black, J. Bond, A. Bradley, E. Brown, C. Cameron, J. Elwood, D. Fast, S.L. Goldenberg, N. Golonka, O. Heisler, D. Herasymuik, S. Jaffer, T. Lamb, J. MacFarlane, R. MacGillivray, H. Manson, B. Masri, B. McGillivray, R. McMaster, J. Medernach, R. Menzies, K. Morton, L. Phillips, B. Poole, K. Rai, H.S. Robinson, C. Smith, D. Sue, B. Temple, S. Vedam, H. Waldner, R. Walten, Y.T. Wang, G. Warnock, E. Woo.

### 1.0 WELCOME

Dean Stuart called the meeting to order at 5:10 pm.

### 2.0 APPROVAL OF MINUTES OF MAY 12, 2008

R. Hegele  
K. Sivertz

}

*That the minutes of the May 12, 2008 meeting of the Faculty of Medicine be approved as circulated.*

**Carried.**

### 3.0 BUSINESS ARISING FROM THE MINUTES

None.

### 4.0 APPROVAL OF ACTIONS TAKEN AT RECENT FACULTY EXECUTIVE MEETINGS

Minutes of the April 2008, May 2008, June 2008, July 2008, August 2008, and September 2008 Faculty of Medicine Executive committee meetings had been circulated prior to the meeting.

<i>R. Liston</i> <i>M. Schechter</i>	}	<i>To approve in aggregate the motions from the Faculty Executive meetings as distributed.</i>	<b><i>Carried.</i></b>
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### DISCUSSION

The minutes from these meetings are also posted on our website.

### 5.0 REPORT FROM THE DEAN TO THE FACULTY

Dean Stuart mentioned that he was open to any feedback from faculty members relating to the full Faculty of Medicine meetings. A report from the Dean on the current activities in the Faculty of Medicine, as well as any exciting and positive initiatives, are highlighted and incorporated into the agenda at these meetings.

#### ■ Faculty of Medicine growth

Dean Stuart was impressed with the continued growth within the Faculty – over the last academic year, more than 23 full-time faculty members and 386 clinical faculty members joined our Faculty. In addition, there has been growth of staff and enrollment.

#### ■ Southern Medical Program:

An official announcement has been made related to a UBC Okanagan Faculty of Medicine presence, and the Southern Medical Program has now been announced and endorsed. That will be another distributed program of the Faculty of Medicine for the MD Undergraduate Program. There will be an intake of 32 students for this program in September of 2011. Dean Stuart announced that the new Faculty of Medicine Regional Associate Dean for the Southern Medical Program will be jointly appointed here and also at UBCO, and will parallel the activities that take place in the Northern Medical Program and the Island Medical Program. The capital projects at the UBCO site are now referred to as the Okanagan Health Sciences Centre, and this will be a new building on the UBCO campus. In addition to the clinical academic campus at Kelowna General Hospital and the facilities there that form the general hospital, the combined facilities in Vernon and Penticton are well underway as capital projects. We look forward to working closely with the Faculty of Social Work and Health at the UBCO site, which will be a component of the Faculty of Medicine under the UBC Vancouver Senate rules.

#### ■ School of Population and Public Health:

Since the last full Faculty of Medicine meeting, the University Senate formally approved the creation of the UBC Faculty of Medicine School of Population and Public Health. The

founding Director, Dr. Martin Schechter, was present at this meeting. The approval of the School of Population and Public Health has been a substantial step forward in terms of the success that has been experienced in this domain. Dean Stuart mentioned that he was pleased with the partnerships and the nature of this school, which engages directly with other universities, with the health authorities, and with others in the province. This is a critical step for the Faculty of Medicine.

■ **Centre for Health Education Scholarship:**

The announcement of the Centre for Health Education Scholarship (CHES) is another major step forward for the Faculty of Medicine. CHES forms a resource for health education scholarship within the Faculty of Medicine across the disciplines, professions, and the continuum of learning that will advance research into education scholarship. We have engaged our colleagues from Northern Medical Program, the Island Medical Program, across our university and other universities, including Simon Fraser University, the University of Northern British Columbia and the University of Victoria. The success of - and opportunity created by - CHES will contribute to the research of health education. The Faculty Director of CHES, Dr. Joanna Bates, was able to recruit Dr. Glen Regehr, from the University of Toronto to CHES.

■ **UBC Executive:**

Dean Stuart commented that President Toope has allowed him the opportunity to engage directly with the UBC Executive on a monthly basis to discuss issues of mutual concern. The Faculty of Medicine has a number of unique challenges and relationships across the province and country that the Dean is able to bring to the leadership of UBC, asking for their support and advice. These meetings are helpful to the Dean and to the faculty as they can help to advance the agenda for the Faculty of Medicine. Dean Stuart encouraged faculty members to contact him if they had any matters they thought should be discussed at the next UBC Executive meeting.

■ **Provincial health planning:**

The Faculty of Medicine is working with UBC leadership to create a table for health planning which includes both the Ministry of Advanced Education and the Ministry of Health Services. Getting the two ministries to work with us together around health planning in this province and bringing this project to fruition has taken several years. This opportunity is critically important to us in the Faculty of Medicine.

■ **Postgraduate planning:**

We have another table, the Postgraduate Planning Task Force, which has taken a mandate broader than Medicine to include all health professions within the Faculty of Medicine. This task force is co-chaired by Dean Stuart and Valerie St. John, Assistant Deputy Minister for the Ministry of Health Services, and its focus is to look at how we meet the needs of the health authority with what the Faculty of Medicine has to offer.

■ **Communication with Ministries and Health Authorities**

We continue to have regular meetings with the Joint Advisory Councils of each of the six Health Authorities. This has been a very effective way to continue to link with the health authorities on an ongoing basis and ensure that we understand their needs and they understand ours. Dean Stuart also said he was pleased with the Faculty of Medicine's good and direct working relationship over the last year with the Honorable George Abbott, the Minister of Health Services, and the Honorable Murray Coell, the Minister of Advanced Education. There has been an open pathway of communication between the Faculty of Medicine and the ministries that we would like to continue.

■ **Reviews and accreditations:**

Many faculty members participated directly with the Royal College and the College of Family Practice review of the postgraduate training programs last year, which was extremely successful. Faculty members also contributed hours of their time to the accreditation of the MD Undergraduate Program. We received the formal report for this in July of this year. We are grateful for the contributions of the Faculty of Medicine members, which were directly reflected in the positive report that was received for this program accreditation. We also had a positive report on the Physical Therapy accreditation process which is under the offices of the Canadian Association of Physical Therapy. Our Occupational Therapy programs have also had a formal accreditation review. Dean Stuart explained that accreditation in the health professions is a major component of what takes place in Faculty of Medicine, and he thanked the faculty members for their commitment to this process.

■ **Distributed education:**

Dean Stuart noted that there have been active discussions in the Province on the successful implementation of the distributed model of medical education at the undergraduate and postgraduate levels. These discussions have focused on how the Faculty of Medicine plans to capitalize on this model and look across the health professions. Since the last full Faculty of Medicine meeting in May, we have graduated the first cohort of our expanded distributed MD undergraduate program. Our graduates entered a diverse set of programs across the country. Dean Stuart congratulated the graduating class and thanked all the faculty and staff who enabled this success.

■ **Translational research centres:**

Many faculty members participated in the celebration of the opening of two new translational research centres. The Child & Family Research Institute (CFRI) is opening today and the Blusson Spinal Cord Centre opened on the Point Grey campus on November 18th.

■ **Graduate student growth:**

We have been the beneficiary of significant growth in the number of graduate students in the Faculty of Medicine (10% growth or an additional 90 seats). This enhances our research capacity, and the opportunity to make a difference.

■ **Awards and honours:**

Dean Stuart congratulated Dr. Michael Hayden for being honoured as the Canadian Institutes of Health Research (CIHR) Researcher of the Year for 2008. Dr. Dorothy Shaw was recognized as one of Canada's 100 most powerful women by the Women's Executive Network. Faculty of Medicine members were encouraged to nominate their colleagues for awards that would recognize their achievements.

■ **Undergraduate research forum:**

The Medical Undergraduate Society (MUS) Research Forum held earlier this month was very successful, showcasing some very high quality research from our medical students.

■ **Clinical faculty contract:**

The clinical faculty contract, which sets out the terms and conditions for clinical faculty members who are currently appointed or are being reappointed, is now available on the Faculty of Medicine web site. Faculty members should be aware that we are in consultation with the BC Medical Association to seek their advice on this contract, and faculty members are encouraged to review and sign it.

■ **Conflict of interest and conflict of commitment:**

Dean Stuart thanked all the faculty members who have been complying with the Conflict of Interest and Conflict of Commitment Policy (UBC Policy 97) on the RISE system. The Dean urged faculty members to continue filling out the forms as the policy is critical to the expectation as a university that we are meeting the standards of ethics in research at a national level.

■ **New faculty orientation:**

Dean Stuart recognized Dr. Dorothy Shaw for her work with the orientation packages for new faculty members.

■ **Economic impacts:**

There have been several economic changes across the globe that affect the environment in which we work. The leadership of President Toope has led to a significant change in the financial accounting transparency at the university, which is most welcome. The finances of the University are complex, and the President has been fully committed to enhancing our understanding of what those changes are. The University receives funding from variety of different sources including the General Purpose Operating Funds (GPOF), endowments, and special funds. At this time, the GPOF are relatively stable, and the process that President Toope has put in place has left the budget balanced until at least 2010. In 2010, there are many collective agreements that are up for re-negotiation, and this may provide new opportunities for change. The forecast for the budget for the next two years is stable and balanced. One of our strengths right now at UBC with the current economic situation is our reliance on public funding, rather than private funding. The endowment revenues have seen a reduction in capital value, as well as spending rates. There is an active discussion taking place with the UBC leadership and the Board to understand the impact of these reductions. The abolition of mandatory retirement has been a challenge for many departments, schools, and centres across the Faculty of Medicine. Consistent with this, we have two major pension plans. The pension plan for the staff at UBC is solid and inherently protected. However, the pension plan for the faculty members is more vulnerable to the economic changes in the market.

■ **Dr. Richard Hegele**

Dean Stuart remarked that our Faculty of Medicine members are amongst the best in Canada and North America, including Dr. Richard Hegele, who will be joining the University of Toronto soon. Dr. Hegele was recognized for his leadership in his role as Professor and Head of the Department of Pathology and Laboratory Medicine. Attendees applauded as Dean Stuart presented Dr. Hegele with a gift and wished him every success in Toronto.

## **6.0 MD UNDERGRADUATE STUDENT PRESENTATION – GLOBAL HEALTH INITIATIVE**

Ms. Shannon Turvey and Mr. Kristopher Kang presented a report from the UBC Student Global Health Initiative (GHI). The highlights of this report were as follows:

- The GHI was formed in 2005 when a group of students and faculty coalesced around a common demand for more systematic approaches to global health training and practice. Since its inception, GHI has become a student organization for success in translating high level commitments to global citizenship services into real learning opportunities and experiences for students.

- The GHI is a student driven organization that is founded on three basic principles:
  1. To provide learning opportunities for students and professionals from all disciplines to learn and practice skills that will help them become effective global health workers and socially responsible citizens.
  2. To plan global health projects that serve as a model of how to work in partnerships with global organizations, how to address community needs, how to improve the quality of health in partner communities, and well as how to incorporate principles of sustainability and global empowerment.
  3. To strongly encourage students to participate in GHI activities and to engage in knowledge transfer and exchange activities between participating communities, other students, and professionals at UBC.
  
- To achieve these goals, the GHI is active in several areas. One of the key initiatives is our Global Health Skill-building Workshops which are held every month. Each workshop focuses on a different issue or topic with relevance to global health. All workshops are skill-based, have an interactive component, and are interdisciplinary.
  
- To evaluate whether or not the goals and objectives are being met, quantitative and qualitative data has been collected from the participants who attend workshops and also from project participants.
  
- GHI asks that anyone who participates in the global health project put in a two year commitment.
  
- At this time, the GHI has three ongoing projects:
  1. *Uganda Brighter Smiles Project*
    - a. Delivered oral health programs in 4 rural communities in 2006 with 12 dental students and 3 faculty members from Makerere University.
    - b. Program enrolment will be expanded at participating schools and the program will be expanded to other schools.
  2. *India Spiti Valley Health Project*
    - a. Major health needs include a health centre to treat children with contagious disease, health care training for local women, and effective screening and prevention programs.
    - b. Project aims to fundraise for the health centre, train local health care workers, and develop a health curriculum for the school and community.
  3. *Honduras Health Project*
    - a. Working with PRODIM to provide more accessible health care.
    - b. Community-run health centres will be installed in local villages.
    - c. Education programs on public health issues will be implemented.
    - d. Additional community service projects.
  
- This year, GHI anticipates that more than 500 students will attend workshops here. GHI international projects will host approximately 40 students this year and, in addition, will be expanding to two new sites, one in Canada and one in Kenya.
  
- GHI will deliver 40 GHI oral presentations this year to engage students to work abroad and to spread the word across UBC about what GHI is doing.
  
- GHI has reapplied for Teaching and Learning Enhancement Funding so that objectives that were developed last year can be built on and also to develop a Global Health Initiative website.

- The purpose of the GHI presentation was to speak to a wider audience in the Faculty of Medicine about what GHI is currently doing and to elicit anyone who is interested in supporting the GHI to contact the UBC Students' Global Health Initiative at [ubc.ghi@gmail.com](mailto:ubc.ghi@gmail.com).
- Ms. Turvey and Mr. Kang thanked their sponsors for all their support and Dean Stuart thanked the students for their presentation.

## 7.0 ABORIGINAL STRATEGIC PLAN

Dr. Linc Kesler, Co-Chair of the President's Aboriginal Strategic Plan (ASPD) Working Group, presented and discussed the draft plan for the Aboriginal Strategic Plan. The main points of this report included:

- In April of this year, President Toope, acting on the recommendation of the steering committee for the development of an Aboriginal Strategic Plan, called for the establishment of a working group to develop a plan in extensive consultation with internal and external communities. The plan should allow the University to move forward with its commitment to Aboriginal education and to find effective ways to engage Aboriginal communities in the research and learning opportunities that UBC offers.
- The committee was faced with this task on a very compressed timeline which created a challenge as the timeline called for them to report to the President by the end of this calendar year. The reason for the rush is that the University would like a new Strategic Plan that will move beyond Trek 2010. We are encouraged to hear that President Toope wants the Aboriginal Strategic Plan to be at the forefront of this planning process as it is a priority.
- In the past several months, from late spring to early fall, the committee has consulted extensively with Aboriginal communities. We have presented our draft plan to a Committee of Deans, at a meeting of heads and directors at UBC, and will be presenting to several other Faculties. A website was also established to communicate with members of UBC and other external communities on an ongoing basis.
- Based on the information that has been collected, the ASPD have put together a preliminary draft plan. Our purpose is to provide a quick overview of where we are at in this process and to invite the Faculty's initial reaction of the draft. Dr. Kesler encouraged the faculty members to read the plan and provide a comprehensive response.
- The consultation process behind this plan required the committee to spend a lot of time speaking with members of off-campus Aboriginal communities about their experiences with UBC and their aspirations for what UBC could mean in the context of what they are involved with. Several suggestions were heard consistently in these consultations and are represented in the plan.
- The draft contains many ideas that people have contributed through their input and it will change over time to reflect the comments and observations from others. Dr. Kesler presented an overview of the main categories that are represented in the draft.
- The Key Areas of Strategic Engagement are as follows:
  - 1 Pre-university, Recruitment, and Access Initiatives

- 2 Student Support and Retention
- 3 Curriculum and Public Programming
- 4 Faculty and Staff Recruitment and Support
- 5 Research
- 6 Study and Work Climate
- 7 Community Relations
- 8 Internal and External Communications
- 9 Development Initiatives
- 10 Administration, Evaluation, and Resources

- The draft is a live document and will continue to evolve. Any input and feedback given to the committee is important and will be put into the draft.
- To view the website and to view or provide feedback on the draft plan, please see: [www.aboriginal.ubc.ca](http://www.aboriginal.ubc.ca).
- Dr. Kesler also acknowledged the Faculty of Medicine's program for aboriginal students which he uses as a model to refer others to because of the support provided and the standards that the Faculty are able to maintain. He commended the Faculty of Medicine on their efforts.

Dr. Kesler invited the audience into a discussion on the preliminary draft for the UBC Aboriginal Strategic Plan. The main points from this discussion were:

- We are looking for ways to better support our aboriginal students and to address the fact that graduate rates for aboriginal students are lower than other students. We would like to retain the students that do come to UBC and give them a positive experience.
- This year, the Faculty of Medicine has the highest number of aboriginal students ever in a first year class in Canada.

The Dean thanked Dr. Kesler for his very informative presentation.

## **8.0 OTHER BUSINESS**

None.

## **ADJOURNMENT**

There being no other business, the meeting was adjourned at 6:22 pm.

The next meeting of the Faculty of Medicine will be held on May 11, 2009 at 5:00 pm in the Life Sciences Centre, Lecture Theatre 1.

United Way thanks the UBC Community

It is with great pleasure that the UBC United Way Committee announces the final numbers for the 2008 United Way Campaign. The committee's aggressive "stretch" goal was to grow United Way specific donations to \$500,000, a huge 19% growth goal. Well, we did not quite meet that "drive for five" but we did experience very significant growth a nonetheless.

Drum roll please....thanks to great involvement by dedicated volunteers and to all donors, we are thrilled to share this year's outcome of **\$440,877**, representing a growth from the 2007 campaign of **5.8%**.

Now, these are impressive numbers regardless of the impact of our current economic challenges. Take this into consideration and these financial results are worth celebrating. To put it into perspective, the United Way of the Lower Mainland Campaign had a goal of \$32M but due to our struggling economy the campaign fell short of its goal and last year's results by \$4M. These are still very strong results but we tell you this to give you some understanding of how positive our results actually are. To grow our campaign this year truly indicates the strong commitment UBC's staff and faculty have to our Lower Mainland community and the people who live in it.

United Way thanks you for your generosity, but the numbers tell only a small part of the story. The real story is where this money goes and how it is used. United Way of the Lower Mainland is a community based charity providing funding to a large number of agencies that provide social services to our immediate community; services that support youth, the elderly, new immigrants and people living in poverty. Services that make our communities and neighborhoods better for everyone.

Again this year a larger focus is being placed on 3 key areas of need within our communities; 1) children aged 0 – 6; 2) kids aged 6 – 12 and 3) seniors. United Way underwent a comprehensive strategic planning process and determined these three areas need attention and have been under funded in general in the past.

Did you know that 1 in 4 children are unprepared to enter the education system, either cognitively, emotionally or physically?

Did you know that 80% of kids aged 6 – 12 either come from single parent homes or homes with both parents working?

Did you know that a huge number of seniors live in a reclusive environment, not by choice but because they do not have access to services that allow them to be strong societal contributors?

All of these are true, and through the support you provide to United Way, many related programs are being strongly funded by United Way, reducing the impact of these issues in our community.

The entire UBC United Way Committee thanks you for your generosity again this year.

Adieu until Fall 2009...



Andrew Parr  
2008 Campaign Chair



United  
Because we  
Care

