

Call document for the Bulgarian-Swiss Research Programme 2011 - 2016

1. Introduction

Switzerland is participating in the EU enlargement by supporting the efforts to reduce economic and social disparities. The supported countries include Bulgaria, one of the most recent EU members. One of the selected fields of cooperation with Bulgaria is scientific research and a specific Programme, the **Bulgarian-Swiss Research Programme 2011 – 2016 (BSRP)**, was therefore set up.

The overall objectives of the Swiss cooperation with Bulgaria read as follows: "The Parties shall promote the reduction of economic and social disparities within the enlarged EU through Supporting Measures mutually agreed upon between the Parties". The BSRP fits into this overall orientation. It contributes to the promotion of joint Bulgarian-Swiss research.

The Swiss National Science Foundation (SNSF) and the Science Directorate of the Ministry of Education, Youth and Science (SD/MEYS) were chosen by the Swiss Agency for Development Cooperation (SDC) for being responsible for the overall management and administration of the BSRP. They are therefore responsible for ensuring that the programme is duly implemented in line with the defined principles and procedures.

2. Rationale of the BSRP and funding instrument

The BSRP responds to the Bulgarian scientific community's demand for more international integration and cooperation with colleagues from Western Europe in particular. It does so by mobilising research capacities in Switzerland and Bulgaria, and by supporting scientific cooperation in the form of **Joint Research Projects (JRPs)** between Switzerland and Bulgaria through the provision of grant assistance. JRPs shall enable scientists from Bulgaria, jointly with scientists from Switzerland, to undertake, in the form of consortia, research activities addressing specific problems in four thematic areas. Research is to be carried out at the research facilities involved; reciprocal visits and short stays in Switzerland of a few weeks for researchers from Bulgaria and vice-versa are also possible within a JRP.

Projects implemented under the BSRP should **aim at promoting joint Swiss-Bulgarian research initiatives**. In pursuance of this, the BSRP's specific objectives are twofold:

- to further enable the integration of Bulgarian researchers within international networks;
- to facilitate the exchange of knowledge and know-how among researchers.

Project duration: the JRPs can last up to 3 years. A moderate extension of the duration up to 6 months without financial consequences is possible.

3. Thematic Focus

In order to make targeted use of the financial resources available, the following thematic areas were chosen for the BSRP:

- **Ecology:** forestry and agricultural sciences, land management, waste management;
- **Social sciences:** socio-human inequalities and regional disparities;
- **Medicine:** drug chemistry, drug design and simulation;
- **Engineering:** innovative construction design and civil engineering, methods and materials.

Research projects outside of these fields will not be possible.

4. Beneficiaries

The BSRP supports the implementation of JRPs realised by a group of researchers from Bulgaria, jointly with a group of researchers from Switzerland, each group being headed by a Principal Investigator (PI). The grant beneficiaries are the PIs working within the following types of public institutions:

PI from Switzerland working at:

- Cantonal universities of higher education;
- Swiss Federal Institutes of Technology and associated institutions;
- Swiss universities of applied sciences;
- Federal and cantonal research institutions;
- Other national non-profit research institutions.

PI from Bulgaria working at:

- Accredited higher education institutions;
- Institutes of the Bulgarian Academies of Sciences;
- Other national non-profit research institutions;
- Research organisations that participated in other Swiss co-operation programmes for research.

Application modalities

Each application for JRP must have two PIs; they are the lead scientists on the Swiss and Bulgaria side respectively. For the Swiss PI, the general SNSF eligibility criteria apply and for the Bulgarian PI, the general MEYS eligibility criteria apply (see annex 3). The Swiss PI is responsible for the submission of the application. Upon selection/approval of JRP and setting up of grant arrangement, both PIs are responsible for the implementation and completion of the funded JRP. Each PI can submit only one application per call.

At the level of contracting, the Bulgarian PI and the Swiss PI have to declare that there is no double financing of JRP for which implementation a Grant Agreement under the Thematic Fund Research will be concluded.

5. Financial aspects

The total budget available for the JRPs is 4 235 400 CHF (3 647 050 CHF from the Swiss contribution, 588 297 CHF from the Bulgarian contribution).

The maximum grant for a single JRP (Swiss and Bulgarian contributions) is 400 000 CHF. For each project, a maximum of 50% of the grant may go to the Swiss partner.

Eligible costs include

- **Personnel / staff costs** of researchers (preferably PhD students and young researchers), technicians and other supporting staff directly involved in the project. The salary of the Swiss PI cannot be paid from the project funds. The salaries of the other Swiss staff (e.g., Ph.D. students, postdoctoral fellows) must follow the usual SNSF guidelines. Bulgarian scientific staff, including the PI, will be paid according to usual organization practices and national regulations (maximum remuneration per month may not exceed: 1400 CHF), and in full compliance with the working contract of Bulgarian staff with its organisation.
- **Travel & subsistence allowances** for staff taking part in the JRP in order to visit each other and to participate in international conferences thematically linked to the JRP.
- **Equipment costs** of Bulgarian and Swiss partners in JRPs to the extent that these are used for the research activities within the JRPs. The maximum percentage for equipment within a JRP is 20% of the total project cost.
- **Consumables** can be charged by both the Swiss and the Bulgarian side. They include materials, supplies and consumables used in the framework of the JRP and for research activities.
- **Other direct costs:** e.g., costs for publication of joint scientific articles, for organising seminars and conferences, dissemination of results, etc., provided they are directly linked to the JRP implementation.
- **Subcontracting:** minor tasks can be subject to subcontracting, provided that they are linked and needed for the implementation of the research project activities.
- **Overhead:** On the Bulgarian side, the maximum overhead costs shall not exceed 5% of the Bulgarian costs. Swiss partners are not entitled to charge overhead costs.
- **VAT:** Bulgarian organisations may charge unrecoverable VAT costs to the project budget.

Not eligible costs are

- Expenditure incurred before and after the official duration of the project;
- Interest of debt, purchase of land/real estate;
- Fines, financial penalties and expenses of litigation;
- Activities supported from other sources;
- Losses connected with currency exchange that could not be covered by the reserve;
- Costs which exceed the usual market prices;
- VAT, if it could be recoverable by the beneficiary under national regulation.

The JRP grants are not subject to VAT or other taxes and charges in Switzerland. In Bulgaria, research is not excluded from VAT. Therefore, all costs budgeted in a JRP (e.g., equipment, consumables, etc.) will be charged to the programme, VAT included. However, VAT will not be con-

sidered as an eligible expenditure if the research institution (e.g., universities, public research organizations, etc.) is able to recover the VAT.

6. Submission

Proposals are to be jointly prepared by Swiss and Bulgarian applicants. They are to be submitted by the Swiss PIs to SNSF via its electronic submission system (mySNF, www.mysnf.ch). Bulgarian partners can have access to the electronic submission system through their Swiss partner.

After login, the correct funding instrument must be chosen (International > Enlargement contribution > Bulgaria).

The application consists of two parts:

- The administrative part which must be completed online
 - Personal data of the Swiss PI
 - Personal data of the Bulgarian PI
 - Basic data on the project (e.g., title, field of research, starting date, duration, summary)
 - Requested funding (incl. requested positions)
 - Information on required authorisations
 - Other indications
- PDF documents that are to be uploaded onto mySNF
 - The research plan (must have the structure given in the guidelines, see Annex 1)
 - The CVs and publication lists of PIs
 - Confirmation of Swiss and Bulgarian institutes
 - Other documents, related to qualification of the applicant and subject of the research

For specific questions related to www.mysnf.ch, please call the technical support hotline at 031 308 22 00. Please note that one needs a user account in order to submit proposals to mySNF. To open an account, one must register with SNSF as a user. Applicants with existing user accounts need not apply for new ones.

Deadline for submission of applications: 15 March 2012 (midnight). Late and incomplete applications will not be considered.

Language: All documents are to be submitted in English.

7. Evaluation

Formal Eligibility Check:

The formal check of submitted applications is performed by the SNSF. The check will consist of an appraisal of the completeness of the data as requested by the call. Furthermore, the proposed JRP's link with the thematic fields of the programme will be assessed.

The eligibility of the PIs and their institutions will be checked by the SNSF for Swiss partners and by SD/MEYS for Bulgarian partners.

After the deadline for submission, neither new applications nor changes to the research plans will be accepted. If minor information is missing in a submitted application (e.g., CV, publication lists, etc.), the SNSF will request the JRP partners to provide the respective information after the submission deadline within a reasonable time-frame. All the formal and eligibility criteria will be listed in the call document.

The Swiss PI will receive an acknowledgement of receipt. Applications that fail to meet the formal criteria will be returned to the Swiss PI with a **decision letter** explaining the reasons for the formal rejection of the application. If the Swiss PI does not agree, he/she has the right to request a reconsideration (SNSF internal procedure) or an appeal procedure (regulated in the Funding Regulations of the SNSF, in the Federal Law on the Promotion of Research and in the Federal Law on Administrative Procedure).

Peer review: Proposals for JRPs will be reviewed according to international peer review standard procedures, organised by SNSF and SD/MEYS. The peer review experts are designated by the members of the evaluation panel. These external experts make a peer review of the applications in a score system, verifying the scientific quality of JRPs. A minimum of two reviews are required.

Evaluation panel: An evaluation panel will be set up; it will be composed of international experts proposed by SNSF and SD/MEYS. Panel members will be approved by the Specialised Committee International Co-operation (FA IZ) of SNSF. Based on the peer reviews, the evaluation panel will discuss the applications in order to recommend projects for funding in the framework of the BSRP. Recommendations will include appropriate justifications. Priority will be given to applications with the highest scoring regardless of the research area.

Decision: The final grant decision on JRPs is made by the Steering Committee of the BSRP based on the list of ranked JRPs applications and accompanying documentation proposed for funding by the evaluation panel. By equal ranking, applications in underrepresented thematic areas will be given priority. Finally, formal approval of the proposed JRPs lies in the hands of the SNSF FA IZ and the Presiding Board (= ordinary SNSF channels).

Based on the final decision, the SNSF prepares decision letters for the Swiss PIs. The decision letters for applications which are not funded contain a relative ranking of the application as well as the main arguments for the rejection.

The evaluation criteria used to determine the scientific quality of the proposals include:

- Scientific relevance and interest;
- Originality of the aims and objectives;
- Appropriateness of the methodology;
- Experience and past performance of applicants;
- Competence of research partners with respect to the project;
- Complementary qualities of research partners;
- Involvement of PhD students and young researchers;
- Feasibility of the project including soundness of the budget;
- Chances of a stable, long-term partnership arising from the JRP.

The evaluation results will be communicated to the Swiss PIs at the end of September 2012.

For funded projects, the Swiss and the Bulgarian PIs will need to sign a **Grant Agreement** between themselves (see example in Annex 2) before starting the project. The Bulgarian PI will need to sign a Contract with MEYS (see example in Annex 3) before starting the project for the Bulgarian contribution.

Appeal procedure

- With the decision letter, the Swiss main applicant will be informed, that he/she has the right to appeal to the competent authority in Switzerland in conformity with the national legislation.
- He/she has also the right to request a reconsideration of the proposal in accordance with SNSF internal regulations

Earliest possible starting date for the projects: 1 November 2012.

8. Reporting

Scientific reports: Each JRP, under the responsibility of the Swiss PI, will submit short annual reports and a final report to SNSF on the advancement of the project, providing information about timelines and progress made in implementing the JRP. The final report is the document which serves as the basis to declare the project as completed.

Financial reports: The Swiss PIs of each JRP will provide an annual and a final financial report to SNSF. This report must also include the budget of the Bulgarian partner. The budget of the Bulgarian partner will clearly be divided into a part that was funded by Switzerland and a part that was funded by Bulgaria. Financial reports will compare expenditures with the approved budgets.

Templates for both types of report will be provided as part of the Grant Agreement.

9. Publications and Patents

The PIs are obliged to publish research results coming from the JRPs in appropriate form and according to SNSF's standards (requirements will be part of the Grant Agreements). The publication will mention the support received from the BSRP. The following rules also apply:

- Publications are to be accessible, and to comply with Open Access regulations;
- The data collected within a JRP are to be accessible to other researchers for secondary research;
- SNSF and SD/MEYS can request that publications containing data gained in the framework of JRPs be submitted to them.
- All results of research activities developed through the JRPs are subject to the regulation of the Bulgarian and Swiss host institutions.

Patents: SNSF and SD/MEYS are to be informed – during and after the JRP – about patents that result from it.

10. Contact persons

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November 2011

Guidelines for writing the research plan (scientific part of the proposal)

The research plan should be organized in 6 sections (2.1. – 2.6.), preceded by a summary (1.). We kindly ask you to use the section headings indicated below. The proposals will be sent out for external review (par. 18 of the SNSF grant regulation). In order to ensure that the scientific content of your proposal can be adequately assessed, please provide a detailed research plan which sets out clearly the aims, objects and methods of the project you are planning.

1. Summary of the research plan (max. 8000 characters)

Should give the most important features of your research plan and place your project in a broader scientific context. This summary should be an exact copy of the one you have written in the mySNF data container “Basic data II”.

2. Research plan

Maximum 20 pages and 80'000 characters including blank space, figures, tables, formulae and references. The font size should be 10 pt with a line spacing of 1.5. In general, appendices are to be avoided.

2.1 Current state of research in the field

By citing the most important publications in the field under concern, please set out the scientific background and basis of your project, explain the need to perform research on the topic you propose, and briefly describe important and relevant research currently performed internationally.

2.2 Current state of your own research

Please describe briefly your work in the research field or in related fields and indicate your relevant publications.

2.3 Detailed research plan

Information on aims, rationale, methods and data

Against the background described in sections 2.1. and 2.2., please state the aims that you plan to attain during the lifetime of the project. Please consider the following points:

- Which investigations and / or experiments do you plan to carry out / are necessary to attain the stated aims?
- What is the rationale for getting the project started and how will the work most likely develop later on?

Information concerning the methods necessary to attain the aims:

- Which are the methods available to you?
- To which other methods do you have access and how?
- Which methods need to be developed?

Data and data collection:

- Which data are available to you and from where?
- Which data need to be collected and how will they be collected?

2.4 Schedule and milestones

As far as possible, please give an approximate schedule for the work to be carried out within the project and indicate the most important milestones. In particular, describe the major tasks of the staff to be employed within the project.

2.5 Partnership aspects

- Describe past and on-going projects that involve the Swiss and Bulgarian PIs (if any).
- Briefly describe the experience and strength of both PIs and explain how they complement each other for the proposed research.
- List the planned visits between the Swiss and Bulgarian research groups (visiting scientist, hosting scientist, purpose of visit, date and duration of visit).

2.6 Importance and impact

Scientific importance and impact

Please describe briefly the importance of your research to the scientific community and the impact you expect from the project on research and training / teaching in your field / discipline. Please indicate how you will publish / communicate your results.

Broader impact

If it applies, please describe the impact of your research beyond your field / discipline and to the non-scientific community. In particular, describe potential impact and transfer measures to economy, industry, politics or society.

BSRP 2011 – 2016
Bulgarian-Swiss Research Programme

Grant Agreement between the Principal Investigators

No. #

between

the **Institute**, Street, City, Switzerland, duly represented by its #, XX,

(hereafter referred to as "**Contractor No. 1**")

and

the **Institute**, Street, City, Bulgaria, duly represented by its #, XX,

(hereafter referred to as "**Contractor No. 2**")

(collectively referred to as "**the Contractors/Parties**")

The SNSF and SD/MEYS have selected for funding the Joint Research Project entitled "#"
(hereafter referred to as "the JRP ") submitted by the Contractors, through the Co-ordinator, in the
framework of the programme BSRP – *Bulgarian-Swiss Research Programme* (hereafter referred to as
"BSRP"), which runs from 2011 to 2016 as a part of the Swiss enlargement contribution of the
Swiss Confederation and which has been commissioned to the SNSF and SD/MEYS by the Swiss
Agency for Development and Co-operation (SDC) of the Federal Department of Foreign Affairs.

Programme principles

The following principles are of particular relevance for the BSRP:

Transparency: Transparency and openness are key to all cooperation activities and are binding at all levels. Special emphasis on transparency shall be given in project and activity selection, contract awarding and financial management.

Environmental sustainability: Cooperation activities shall respect the need to incorporate requirements of environmental sustainability.

Commitment by all actors involved: All decision-makers and entities involved with the BSRP shall be committed to the efficient and effective implementation of the agreed Supporting Measures.

Partnerships: Partnerships between Swiss and Bulgarian partners are an enriching element and are strongly encouraged, especially in fields where Switzerland contributes with particular experience, know-how and technologies.

Visibility: Visibility is an important aspect that shall be taken into account when selecting and implementing activities.

The funding and the execution of the JRP shall be governed by the following provisions.

Article 1 **Scope**

The Contractors shall carry out the JRP in accordance with the definitions laid down in the Research Plan (Annex I). In particular, they shall ensure the continuous and thorough monitoring of the activities executed in the framework of the JRP in order to allow steady assessment of the progress made and quick intervention in the case of need.

Article 2 **Role of the Contractors**

Both contractors are responsible for the implementation and completion of the funded JRP. The Swiss contractor shall secure the liaison between the SNSF and the Bulgarian Contractor. All communications by the SNSF in the framework of this Grant Agreement shall be addressed to him/her and he/she shall be responsible for duly informing the Bulgarian Contractor thereof.

In addition to their tasks defined in the Grant Agreement and in the Research Plan, the Swiss Contractor shall be responsible for the transfer of the Swiss financial contribution of the SNSF to the Bulgarian contractor in accordance with the regulations of this Grant Agreement and he/she shall be responsible for the submission of the reports and of all other documents to the SNSF owed according to the Grant Agreement.

Article 3 **Duration of the JRP**

The JRP shall run for # (#) months from # until #.

Article 4 **Financial Contribution**

The Swiss contribution for JRPs (85%) is allocated to the Swiss and Bulgarian PIs to finance JRPs activities; payments shall be transferred by SNSF to the Swiss institution hosting the Swiss contractor and his/her team. The Swiss institutions will then gradually transfer the share of the contribution to the respective Bulgarian institutions hosting the Bulgarian contractor according to the progress of the JRPs.

The Bulgarian contribution for JRPs (15%) is allocated to the Bulgarian PIs to co-finance JRPs activities; payments shall be transferred directly by SD/MEYS to the respective Bulgarian institutions hosting the Bulgarian contractor and his/her team.

The SNSF shall contribute CHF # to the JRP, the SD/MEYS BGN # . MEYS provide the 13,9% co-funding on a basis of a separate contract with the Bulgarian PI, model of which is in Annex III to the grant agreement. The payment shall be made in 3 (three) instalments as indicated in Annex II.

The contribution of the SNSF shall be separated from any private funds. It shall be held in trust on behalf of the Co-ordinator by the administration of his/her university or by another public authority. Where this is not possible, the allocation shall be credited to a specific bank or postal account entitled "SNSF No. ____". The information on the management of the allocation (administrating body, postal/bank account numbers etc.) shall be communicated to SNSF by the Co-ordinator using the specific form provided by SNSF.

In Switzerland, the JRP grants are not subject to VAT or other taxes and charges. In Bulgaria, research is not excluded from VAT. Therefore, all costs budgeted in a JRP (e.g., equipment, consumables, etc.) will be charged to the programme, VAT included. However, VAT will not be considered as an eligible expenditure if the research institution in Bulgaria is able to recover the VAT.

The SNSF has elaborated guidelines for the management of grants for JRP that clarify financial and administrative issues that are binding for or helping project partners. These guidelines delegate important coordination, monitoring and controlling tasks to the Swiss and Bulgarian partners.

Article 5 **Budget**

The allocation shall be used in accordance with the budget defined in Annex II to the Grant Agreement.

Possible savings in one of the budget categories may be transferred to cover higher costs in another category as far as no explicit terms or conditions set by the SNSF and SD/MEYS may conflict with such transfers. Such transfers shall, however, not exceed 10% of the total allocation. For transfers above this limit, written permission shall be obtained from the SNSF and SD/MEYS.

The allocated funds may only be spent within the approved duration of the JRP; they shall not be used beyond its official end as defined in Article 4 of this Grant Agreement. After completion of the JRP the Swiss Contractor shall inform the SNSF of any unspent balance and shall be responsible for the reimbursement thereof to the SNSF.

Not eligible costs are

- Expenditure incurred before and after the dates of the project
- Interest of debt, purchase of land and buildings
- Fines, financial penalties and expenses of litigation
- Activities supported from other sources
- VAT, if it is recoverable by the beneficiary under national regulation.

Article 6 **Transfer of Funds**

The Swiss Contractor shall be responsible for the transfer of funds from the Swiss contribution to the Bulgarian Contractor as well as for the fulfilment of any other formalities such as the procurement of entrance and residence permits for Bulgarian scientists coming to Switzerland and Swiss scientists going to Bulgaria.

In case flight tickets are to be booked for Swiss and Bulgarian scientists needing to go to the partner in the framework of the JRP, the contractors shall endeavour to get the best possible air fares.

The Contractors shall take all necessary precautions, in particular with regard to (pre)payments and guarantees.

Article 7 **Ownership of Equipment and other Material Investments**

When purchasing project material, the Contractors must observe the principles of free competition and transparency and order material from the supplier that offers the best price/performance ratio, with due consideration to delivery times and guarantees. Any deviation from this principle must be justified.

Equipment and any other material investments bought by means of the financial contribution of the SNSF shall become the property of the Contractors who are entitled to accept, possess and use it in accordance with the provisions of the Research Plan. The Contractors being in possession of this equipment and/or material investments shall ensure that it is duly made available for the purposes of the JRP and remains available for its scientific purposes beyond the duration of this Co-operation Agreement.

At the end of the projects, the researchers will be asked in the final financial report what they intend to do with the equipment bought with the money from the Programme. SNSF and SD/MEYS usual rules then will be respectively implemented.

Article 8 Reporting

Scientific reports: The contractors will submit through the Swiss PI short annual reports and a final report to SNSF on the advancement of their project, providing information about timelines and progress made in implementing the JRP. The annual reports are checked by SNSF. Bulgarian PI provides a resume in English and Bulgarian languages of the scientific report to SD/MEYS for information.

The final report will be checked by the member of the evaluation panel who was responsible for the given proposal and must be approved by SNSF and SD/MEYS. The approved report is the only document which serves as the basis to declare the project as completed.

Financial reports: The contractors will provide through the Swiss PI an annual and a final financial report to SNSF. This report must also include the budget of the Bulgarian partner. The budget of the Bulgarian partner will clearly be divided into a part that was funded by Switzerland and a part that was funded by Bulgaria. In the financial reports expenditures will be compared with the initial budgets submitted. Financial reports will also be checked against the guidelines established at the start of the programme. Both SNSF and SD/MEYS will check and approve these reports.

Templates and necessary instructions for both types of report will be provided by the SNSF.

Financial control: The responsibility for overseeing the proper management of funds lies first with the Swiss PI. The Swiss PI, together with the host institution, must ensure that expenditure reflects the realities and is consistent with the work done, this also for the part claimed by the Bulgarian partner. Then, SNSF controls the financial reports of the whole JRP first in connection with the project progress and also on the basis of the supporting documents (receipts, etc.) attached to the reports. SD/MEYS check in turn in the same way the Bulgarian part of the financial report.

The financial report must be accompanied by original receipts for any single expense. The original receipts are stored at the accountant offices where costs initially originated. Copies, stamped and signed according to the original, are sent to the Swiss PI. The accounting shall be done according to the approved budget categories (Annex II of the Grant Agreement).

Rebates, discounts and the like shall be regarded as cost reductions and must be declared as such in the financial report.

Article 9 Information

The Contractors shall immediately inform the SNSF of any occurrence and/or event likely to affect the execution and/or the successful conclusion of the JRP.

Article 10 Audit by SNSF or commissioned third parties at institutes

The SNSF and SD/MEYS or any duly authorised representative may execute audits with the Contractors. The Contractors shall provide any requested information and shall grant full access to any relevant documents and/or accounts as asked for by SNSF and SD/MEYS or any duly authorised representative.

Article 11 **Ownership of Intellectual Property**

In respect of any discovery and/or invention derived from the execution of the JRP, the Contractors shall consult and agree on the ownership of any intellectual property and/or the terms of commercial exploitation. In their consultations, the Contractors shall have regard to their relative contributions as to the discovery and/or invention made.

The Contractors shall duly inform – during and after a JRP – the SNSF and SD/MEYS of any agreements concluded and/or measures taken in view of protecting and/or exploiting such discoveries and/or inventions.

The Contractors undertake not to violate the rights of third parties. Failing this, the Contractors undertake to meet all claims by third parties arising from any violation of intellectual property rights for which it bears responsibility, and to bear the costs of any such violation, including their own legal costs and those of the countries, and any damage compensation.

The SNSF undertakes to inform the Contractors immediately of any damage compensation claim and to make available to the Contractors all the necessary documents for their defense, subject to SNSF's obligation to maintain confidentiality.

If publication of a piece of information relating to this mandate arises from a legal requirement (e.g. the federal law on the principle of transparency in administration, RS 152.3), the Contractors shall not regard such publication as a violation of its rights or as giving rise to any claim against the Swiss or Bulgarian Confederation.

Article 12 **Publication and Exploitation of Results**

Prior to publication of results derived from the JRP, the Contractor(s) shall ensure that consent is obtained by all the relevant parties involved in their creation.

The contractors are obliged to publish research results coming from the JRPs in appropriate form and according to SNSF's standards. The publication will mention the support received from the BSRP. The following rules also apply:

- Publications are to be accessible, and to comply with Open Access regulations;
- The data collected within a JRP are to be accessible to other researchers for secondary research;
- SNSF and SD/MEYS can request that publications containing data gained in the framework of JRPs be submitted to them;
- All results of research activities developed through the JRPs are subject to the regulation of the Bulgarian and Swiss host institutions.

The Contractors shall state in any printed matter (publications, conference proceedings, etc.) that the activities laying ground to the published results were carried out in the framework of the programme BSRP using the following text: "This work was supported by the Swiss Enlargement Contribution in the framework of the Bulgarian-Swiss Research Programme".

The Contractors, through the Swiss Contractor, shall communicate all published papers to the SNSF.

Article 13 **Safety**

The Contractors shall be responsible for the safety of the project staff and for setting up an appropriate security management system. In the event of a crisis situation (war, civil unrest, natural disaster, danger to experts' lives, etc.), the Principal Investigators shall inform the nearest Swiss representation of the security conditions and any measures already taken.

Article 14 **Liability**

The Contractors shall be exclusively liable for the conduct of the auxiliary personnel and sub-contractors [pursuant to the Swiss Code of Obligations (SCO)]. They shall not be liable to SNSF for damage arising as a result of force majeure or unpredictable events.

Article 15 **Confidentiality**

The Swiss and the Bulgarian Contractors shall hold confidential and shall not disclose to any third party secret or proprietary information received from each other in the framework of the execution of the JRP without written consent.

Article 16 **Corruption**

The Contractors are obliged, neither to offer directly or indirectly advantages of any kind to third parties, nor to accept directly or indirectly gifts or other advantages, which could be interpreted as bribery or as illegal practice.

Article 17 **Modifications and Amendments**

No modifications and/or amendments to this Grant Agreement shall enter into effect before having been agreed in writing by the Contractors and informed the SNSF.

Article 18 **Breach of Grant Agreement**

In the case of any improper use of the allocation made by the SNSF and SD/MEYS or of violations of any terms and conditions of this Grant Agreement by the Contractors, the SNSF shall be entitled to terminate the Grant Agreement with immediate effect, to close the accounts, to request reimbursement of any payments made so far and to take any appropriate action in order to remedy and/or mitigate damages.

Article 19 **Reservation**

In case the Federal Department of Foreign Affairs would withdraw or reduce its financial allotment to the Programme, the SNSF and the SD/MEYS might be forced to reduce or cancel its financial contribution to the JRP as defined in Article 5 of this Grant Agreement.

The SNSF and the SD/MEYS shall immediately inform the Contractors of such occurrence beyond their control and the Parties shall enter into negotiations in order to amend the Grant Agreement and, in particular, the execution of the JRP accordingly.

Article 20 **Entry into Force and Termination**

This Grant Agreement shall enter into force upon signature by the Swiss and Bulgarian Principal Investigators. A copy of the Grant Agreement must immediately be sent to the SNSF. The SNSF will inform the SD/MEYS and both can pay the first instalment. The Grant Agreement shall end upon fulfilment of all contractual obligations by the Parties.

Article 21 **Sub-contracting agreements**

The Contractors shall inform SNSF in advance in writing regarding the conclusion of any sub-contracting agreement that relates to the execution of the Grant Agreement as a whole or a significant part of it. Every sub-contracting agreement must comply with this Grant Agreement.

The Contractors shall adhere to the free competition principle when selecting sub-contractors. Sub-contractors shall be chosen on the basis of the best quality/price ratio. Any departure from this rule must be justified. If appropriate, the legislation on procurement contracts must be complied with.

SNSF and SD/MEYS are obligated only to the Contractors. Agreements concluded by the Contractors, e.g. sub-contracting agreements, entail no obligation on the part of SNSF nor SD/MEYS.

If SNSF and SD/MEYS so requests, the Contractors must supply copies of contracts and terms of reference agreed with its sub-contractor(s).

Article 22 Applicable Law and Jurisdiction

The Contractors undertake to comply with the applicable laws of Switzerland and Bulgaria, as well as the standards governing this Grant Agreement. They undertake to adhere to the employment principles as well as the relevant national and thematic strategies of their countries in the execution of this Grant Agreement.

Article 23 Duty of loyalty

The Contractors undertake to execute this Grant Agreement with the required care and diligence and to fully safeguard SNSF's and the SD/MEYS interests. The Contractors shall comply with the applicable legislation, rules and regulations.

In executing the project, the Contractors are making a contribution to relations between Switzerland and Bulgaria. They undertake to refrain from all interference in the internal affairs of the Partner Country and to cooperate constructively with the authorities of the countries concerned.

The Contractors and their project staff undertake not to engage in accessory activities, either paid or unpaid, which might be detrimental to the execution of the Grant Agreement and to relations between SNSF and SD/MEYS.

The Contractors undertake to inform SNSF of any suspected incidence of corruption.

Article 24 Research authorization

Research requiring authorization or notification (research on humans, on human embryonic stem cells, on animals; on GMO or pathogens) must be announced to and authorized by the concerned authorities in Switzerland and Bulgaria. The Swiss and Bulgarian Contractors are responsible for their part of the project and inform the SNSF respectively the SD/MEYS. If needed, the Bulgarian Contractor informs the Swiss Contractor on the existence of the authorization in order to be able to release the grant.

Article 25 Regulation for researchers

Funded researchers based in Switzerland will be submitted to SNSF's Funding Regulations on research grants unless explicitly mentioned otherwise in this contract or one of its annexes.

Funded researchers based in Bulgaria will be submitted to SD/MEYS's Funding Regulations on research grants unless explicitly mentioned otherwise in this contract or one of its annexes.

DRAFT

Article 26 Annexes

The following annexes shall form integral part to this Grant Agreement:

- Annex I: Research Plan
- Annex II: Budget
- Annex III: Guidelines for the administration of JRP
- Annex IV: Code of Conduct

This Grant Agreement is made in English in # (#) original copies duly signed for and on behalf of the Parties, each party receiving an original copy.

On behalf of the Swiss team

#, _____ 2012

On behalf of the Bulgarian team

#, _____ 2012

DRAFT

ANNEX I
(Research Plan)

to the Grant Agreement No. #

between the **Swiss contractor**
and the **Bulgarian contractor**

DRAFT

ANNEX II (Budget)

to the Grant Agreement No. #

Budget

1st year	SNSF contribution		SD/MEYS contribution	Total
	CH team	BG team	BG team	
Equipment				
Consumables				
Salaries				
Travel & accommodation costs				
Other costs				
Non-refundable VAT				
Total				

2nd year	SNSF contribution		SD/MEYS contribution	Total
	CH team	BG team	BG team	
Equipment				
Consumables				
Salaries				
Travel & accommodation costs				
Other costs				
Non-refundable VAT				
Total				

3rd year	SNSF contribution		SD/MEYS contribution	Total
	CH team	BG team	BG team	
Equipment				
Consumables				
Salaries				
Travel & accommodation costs				
Other costs				
Non-refundable VAT				
Total				

BULGARIA (MEYSB)

FUNDING REGULATION ON RESEARCH GRANTS

- 1. Ministry of Education, Youth and Science (MEYS) – contracting authority**
- 2. Science Directorate, MEYS – coordinating authority**

The current regulations provide a general framework on the rules and procedures for financial management of research grants.

In cases, which are not included in the instructions a special request is made to the Science Directorate of the MEYS and costs are incurred only after official answer of the coordinating body.

I. GENERAL PROVISIONS

All costs shall be made by order of the principal investigator. (Model contract, section "Financial provisions").

Reporting of all costs is required with copies of relevant primary documents, containing all necessary details and exact wording of purchase or service under the Accounting Act.

The financial statements must be accompanied by a detailed inventory of all expenditure documents template in the groups to which actual expenses are incurred. This inventory shall be certified by the chief accountant of the base Organisation (BO). Originals of documents are stored in the underlying accounting organization.

Payment of membership fees in international organizations is recognized as an expense only if there explicit approval from the coordination body and is related with the relevant research activities. In this case the amount is included in the heading "Apparatus, equipment, supplies."

Non-refundable VAT is an eligible expense under the research grants to the SD, MEYSB. The base organization provides with the application documents a statement of its VAT statute and whether the organization is eligible for VAT recovery under the national tax regulations.

Not eligible costs are:

- Expenditure incurred before and after the dates of the project
- Interest of debt, purchase of land and buildings
- Fines, financial penalties and expenses of litigation
- Activities supported from other sources
- VAT, if it could be recoverable by the beneficiary under national regulation.

II. DIRECT COSTS

1) Costs of durable equipment

These expenditures relate to purchase of equipment and apparatus and their upgrade.

Non-eligible expenses under durable equipment:

- Purchase of equipment such as fax, telex, phones, (GSM) and similar office equipment;
- Purchase of clothing and footwear;
- Subscription of newspapers and non-specialized journals;
- For payment of fees for participation in training courses, computer literacy, language training and more.
- Heating, lighting and rental of premises, laying of cables for telephone and Internet networks, equipment and other business expenses.

Please note that in Bulgaria public research institutions do not charge depreciation costs but follow cash-based accounting, meaning that they can claim up to 100 % of the equipment costs, in case that they use the equipment only for the project duration.

The equipment financed by the MEYS is owned by the grantees or their employer. After the end of the contract, MEYS may ask for repayment of the amounts commensurate to its funding share in the following cases and taking into account its actual value:

- Can no longer be used for scientific purposes at its place of destination or
- Is sold to a third party

The grantee is obliged to keep record on the usage time on the equipment and provide a copy of them to the coordination body.

2) Consumables and supplies

Any consumables necessary for the implementation of the project may be considered as direct eligible costs. Consumables are only eligible costs under the project if bought after the start date of the project.

3) Costs of personnel

Personnel costs are costs for scientific, technical and administrative personnel as well other supporting staff (temporary employees etc.) to the extent as they are employed on the research project.

A) The maximum monthly wage for scientific personnel shall be 1400 CHF

B) The maximum monthly wage for technical and administrative personnel shall be 800 CHF

C) The maximum hourly fee for temporary employee shall be 8 CHF.

Since these wages are wages for a full month, the maximum wage for a half month etc. is calculated on a pro-rata basis.

4) Other research costs:

Events

In general all costs directly related to the preparation and the implementation of events like workshops, conferences etc. are eligible. Costs for the events should be requested by the partner in the hosting country.

Travel

Here, lump sums are taken as a basis for budget calculation. Nevertheless the final calculation will be done on the basis of invoices. A general lump sum of 850 CHF (economy class & return ticket) for each travel to another country will be applied. In addition also domestic travel costs should be eligible up to an amount of 80 CHF (economy class & return ticket) per travel.

Subsistence allowance

The general subsistence allowance including accommodation costs etc. in the context of business trips should be 165 CHF per day (full day), of which 130 CHF for accommodation

and 35 CHF for daily allowance. The final calculation for the accommodation will be done on the basis of invoices.

Costs for publication of joint scientific articles,

Remote access to e-platforms

Dissemination of results and communication activities

Audit costs, if required from the contract

5) Subcontracting

The general rule should be that applicants shall implement the pilot joint projects and shall have the necessary resources to that end. However, it should be accepted that as an exception certain parts that are not "core" parts of the project may be subcontracted. Subcontracting should only be eligible when it deals with support services like rent of locations, translation costs, costs for technical equipment in the context of the organisation of events or printing services etc.

III. INDIRECT COSTS

Eligible costs as indirect costs are the overheads and are calculated as a percentage of the direct costs excluding subcontracting. In Bulgaria the following general rates are applied:

- a) Institutions belonging to public sector should have an eligible overhead rate of up to 10 %
- b) Institutions belonging to private sector should have an eligible overhead rate of up to 20 %
- c) Special provisions of the Swiss-Bulgarian cooperation programme; Research thematic fund,, the eligible overhead rate is up to 5% of the total eligible direct costs

IV. UPPER FUNDING LIMITS FOR THE ELIGIBLE COSTS

Upper funding limits for the eligible costs in pilot joint projects depending whether the activities to be funded are *economic* or *non-economic* activities. In case of *non-economic* activities the upper funding limit should be 100% of the eligible costs.

In case of *economic* activities the respective rates according to the State Aid regulations of the EC have to be applied. According to the COMMUNITY FRAMEWORK FOR STATE AID FOR RESEARCH AND DEVELOPMENT AND INNOVATION, chapter 5.1.2. Basic aid intensities: "the aid intensity, as calculated on the basis of the eligible costs of the project, shall not exceed (a) 100 % for fundamental research; (b) 70 % for industrial research for small

enterprises; 60% for medium enterprises and 50% for large enterprises; (c) 25 % for experimental development”. The projects involving EU Member States should comply with the Regulation (EC) 800/2008. However, the maximum aid for enterprises should be € 200,000. As a consequence the aid provided to enterprises in EU Members States, should amount at €200,000 for the three tax years. For the purpose of the Regulation, all applicants from EU member states will provide a declaration on the received state aid including “de minimis” following a standardized template, provided before model contract signature.

V. REPORTING

Type of cost	Reporting documents
Durable equipment	<ol style="list-style-type: none"> 1) Public procurement documentation 2) Contract and invoices 3) Usage diary of the equipment 4) Receipts, if applicable
Personnel costs	<ol style="list-style-type: none"> 1) Time sheets for permanent staff 2) Contract for temporary staff
Consumables	<ol style="list-style-type: none"> 1) Invoices 2) Public procurement documentation, if applicable and contract
Travel costs	<ol style="list-style-type: none"> 1) Invoices and/or protocols for air-ticket 2) Boarding pass 3) Hotel invoice 4) Mission report 5) Internal order for mission authorization
Events	<ol style="list-style-type: none"> 1) Procurement documentation, if applicable, contract and invoices 2) List of attendees, signed by each attendant and for each day depending on the duration of the event

Costs for publications	3) Presentation materials 1) Invoice 2) Publication text
Dissemination costs	1) Materials communicated 2) Media releases 3) Invoices 4) Other relevant
Other costs	1) Procurement documentation, if applicable, contract and invoices
Access costs to e-platforms	1) Invoice 2) Report on usage
Membership fees	1) contract and invoices

Above is non-exhaustive list and the contracting body may require some further materials.
All financial documents are kept for 10 years after the project completion.