

Call document for the Romanian-Swiss Research Programme

1. Introduction

Switzerland is supporting the efforts to reduce economic and social disparities within the enlarged EU. The supported countries include Romania, one of the most recent EU members. One of the selected fields of cooperation with Romania is scientific research and a specific Programme, the **Romanian-Swiss Research Programme (RSRP)**, was therefore set up.

The overall objectives of the Swiss cooperation with Romania 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 RSRP fits into this overall orientation. It contributes to the promotion of joint Romanian-Swiss research.

The Swiss National Science Foundation (SNSF) and the Romanian Executive Agency for Higher Education, Research, Development and Innovation Funding (UEFISCDI) were chosen by the Swiss Agency for Development Cooperation (SDC) for managing and administrating the RSRP. They are therefore responsible for ensuring that the programme is duly implemented in line with the defined principles and procedures.

2. Rationale of the Programme and funding instrument

The RSRP responds to the Romanian 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 Romania, and by supporting scientific cooperation in the form of **Joint Research Projects (JRPs)** between Switzerland and Romania through the provision of grant assistance. JRPs shall enable scientists from Romania, 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 Romania and vice-versa are also possible within a JRP.

Projects implemented under the RSRP **aim at strengthening the research cooperation between Romania and Switzerland**. In pursuance of this, the RSRP's specific objectives are two-fold:

- to further enable the integration of Romanian 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.

3. Thematic Focus

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

- Research on the following major diseases: cancer, cardiovascular diseases, diabetes and obesity;
- Impact of waste and pollutants on environment and climate;
- Sustainable energy;
- Economic Growth and Social Disparities.

Research projects outside of these fields will not be possible.

4. Beneficiaries

The RSRP supports the implementation of JRPs realised by a group of researchers from Romania, jointly with a group of researchers from Switzerland, each group being headed by a Principal Investigator (PI). The PIs have to work in one of 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.

PI from Romania working at:

- Romanian public universities;
- National research and development institutes;
- Research institutes, centres and research and development units of the Romanian Academy or Branch Academies;
- Other public research and development organisations.

Application modalities

Each application for a JRP must have two PIs; they are the lead scientists on the Swiss and Romanian side respectively. For the Swiss PI, the general SNSF eligibility criteria apply (except for the working affiliation mentioned above) and for the Romanian PI, the general UEFISCDI eligibility criteria apply according to Annex 3. The Swiss PI is responsible for the submission of the application. Upon selection/approval of a JRP and the setting up of a grant agreement, both PIs shall be responsible for the implementation and completion of the funded JRP. Each PI can submit only one application per call.

5. Financial aspects

The total budget available for the JRPs is CHF 10.353 Mio (85% from the Swiss contribution, 15% from the Romanian contribution).

The maximum amount to be granted for a single JRP (Swiss and Romanian contributions) is 450,000 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, 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. The Romanian team, including the PI, will be paid according to the provisions of the Governmental Decision no. 475 / 2007 (upper ceilings), and in full compliance with the working contract of Romanian staff with its organisation.
- **Travel & subsistence allowances** for both PIs and the 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 Romanian and Swiss partners 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 Romanian side. They include materials, supplies and consumables used in the framework of the JRP and for research activities.
- **Other research costs:** e.g. costs for publication of joint scientific articles, for organising seminars and conferences, dissemination of results, subcontractors, etc., provided they are directly linked to the JRP implementation.
- **Overhead:** On the Romanian side, the maximum overhead costs shall not exceed 5% of the Romanian costs mentioned above (see Annex 3). Swiss partners are not entitled to charge overhead costs.

Not eligible costs are

- Expenditure incurred before and after the dates of the project
- Interest on 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.

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

6. Submission

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

After login in, the correct funding instrument must be chosen (Programmes (national and international) > Programmes (national and international) > Enlargement contribution > Romania).

The application consists of two parts:

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

For specific questions related to www.mysnf.ch, please call the technical support hotline at +41 (0)31 308 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: 31 January 2012 (midnight Swiss time). Late or incomplete applications will not be considered.

Language: All documents are to be submitted in English.

7. Evaluation

Peer review: Proposals for JRPs will be reviewed according to international peer review standard procedures, organised by SNSF and UEFISCDI. The peer review experts are designated by the members of the evaluation panel. These external experts do 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 UEFISCDI. Panel members will have been approved by the Specialised Committee International Co-operation of SNSF. Based on the peer reviews, the evaluation panel will discuss the applications in order to recommend some projects for funding in the framework of the RSRP. Recommendations will include appropriate justifications. Priority will be given to applications with the highest scores regardless of the research area.

Decision: The final grant decision on JRPs is made by the Steering Committee of the RSRP based on the list of ranked JRPs applications and accompanying documentation proposed for funding by the evaluation panel. In the event of equal ranking, applications in underrepresented thematic areas will be given priority. Finally, in line with SNSF and UEFISCDI regulations, this list also needs to be approved by SNSF's Specialised Committee International Co-operation and SNSF's Presiding Board and UEFISCDI's Scientific Board.

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.
- Feasibility of the project

The evaluation results will be communicated to the researcher at the end of July 2012.

For funded projects, the Swiss and the Romanian PIs as well as the institution of the Romanian PI will need to sign a **Grant Agreement** between themselves (see example in Annex 2) before starting the project.

Also, the Romanian PI together with his/her institution will sign a Contractual Agreement with UEFISCDI for the Romanian contribution. A template for this document will be made available in due time.

Earliest possible starting date for the JRPs: 1 September 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 their project, providing information about timelines and progress made in implementing the JRP. The approved final report is the only document which serves as a basis for declaring the project completed.

Financial reports: The Swiss PI of each JRP will provide an annual and a final financial report to SNSF. This report must also include the budget of the Romanian partner. The budget of the Romanian partner will clearly be divided into a part that was funded by Switzerland and a part that was funded by Romania.

Templates for both types of report will be provided.

9. Publications and Patents

The PIs are obliged to publish research results coming from the JRPs in appropriate form and according to SNSF standards. The publication will mention the support received from the RSRP. 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 UEFISCDI 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 Romanian and Swiss host institutions.

Patents: SNSF and UEFISCDI are to be informed – during and after a JRP – about patents that result from the JRP.

10. Contact persons

Gillian Olivieri
Scientific Officer International Co-operation
Swiss National Science Foundation (SNSF)
Wildhainweg 3, P.O. Box
CH - 3001 Berne
Phone: +41 (0)31 308 22 44
E-mail: swisscontribution@snf.ch

Monica Cruceru
Expert Research Funding Directorate
Executive Agency for Higher Education, Research, Development and Innovation Funding (UEFISCDI)
21-25 Mendeleev Str., sector 1
Zip code 010362
Bucharest, ROMANIA
Phone: +40 21 307 1961
E-mail: monica.cruceru@uefiscdi.ro

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Annex 1: Guidelines for writing the research plan (scientific part of the proposal)

The research plan should be organised 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 (para. 18 of the SNSF funding 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 relevant field, 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 research currently being conducted 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?

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, please describe the major tasks of the staff to be employed within the project.

2.5 Partnership aspects

- Describe past and ongoing projects that involved the Swiss and Romanian partners (if any).
- Briefly describe the experience and strength of the partners and explain how they complement each other for the proposed research.
- List the planned visits between the Swiss and Romanian 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 applicable, 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 the economy, industry, politics or society.

Annex 2: Model for Grant Agreement

RSRP 2011 – 2016 Romanian-Swiss Research Programme

Grant Agreement between the Romanian and Swiss Beneficiaries No.

the **Swiss PI:** Name, Title, Function, Institute, Street, City, Switzerland having the bank account no.....

(hereafter referred to as "**Swiss Beneficiary**")

And

the **Romanian PI:** Name, Title, Function, Institute, Street, City, Romania

And

the **Romanian Institute:** Name, Street, City, Romania, duly represented by its #, XX, having the bank account no.....

(hereafter referred to as "**Romanian Beneficiary**")

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

The SNSF and the UEFISCDI have selected for funding the Joint Research Project entitled "#"
(hereafter referred to as "the JRP ") submitted by the Beneficiaries in the framework of the *Romanian-Swiss Research Programme* (hereafter referred to as "RSRP"), which runs from 2011 to 2016 as a part of the Framework Agreement between the Government of Romania and the Swiss Federal Council and which has been commissioned to the SNSF and the UEFISCDI 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 RSRP:

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 RSRP shall be committed to the efficient and effective implementation of the agreed Supporting Measures.

Partnerships: Partnerships between Swiss and Romanian 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 Beneficiaries shall carry out the JRP in accordance with the definitions laid down in the Research Plan (Annex A). 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 Beneficiaries**

Both beneficiaries are responsible for the implementation and completion of the funded JRP. The Beneficiaries shall make sure that the information they get from their respective agencies is also known to the other Beneficiary.

In addition to her/his tasks defined in the Grant Agreement and in the Research Plan, the Swiss Beneficiary shall be responsible for the transfer of the Swiss financial contribution of the SNSF to the Romanian Beneficiary in accordance with the regulations of this Grant Agreement. The Swiss Beneficiary shall also be responsible for the submission of the reports mentioned in Article 8 of this Grant Agreement to the SNSF. The Romanian Beneficiary shall deliver to the Swiss Beneficiary the information needed to write the reports and submit all other relevant documents in due time.

If the Beneficiaries wish to communicate information relevant for both the SNSF and UEFISCDI, the Swiss Beneficiary will collect the information and share it with SNSF. SNSF will in turn inform UEFISCDI.

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 Romanian Beneficiaries to finance the JRPs' activities. These payments shall be transferred by the SNSF to the Swiss Beneficiary in the account mentioned in this grant agreement. The Swiss beneficiary will then gradually transfer the share of the contribution to the Romanian Beneficiary according to the progress of the JRPs.

The Romanian contribution for JRPs (15%) is allocated to the Romanian Beneficiary to finance the JRPs' activities. These payments shall be transferred directly by UEFISCDI to the Romanian Beneficiary.

The SNSF shall contribute CHF # to the JRP, the UEFISCDI CHF #. The payment shall be made in three (3) instalments as indicated in Annex B.

In Switzerland, the JRP grants are not subject to VAT or other taxes and charges. In Romania, research is not excluded from VAT. Therefore, all costs budgeted in a JRP (e.g. equipments, 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 Romania is able to recover the VAT.

Article 5 **Budget**

The allocation shall be used in accordance with the budget defined in Annex B to this 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 the UEFISCDI 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 the UEFISCDI.

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 3 of this Grant Agreement. After completion of the JRP the Beneficiaries shall inform the SNSF of any unspent balance and shall be responsible for the reimbursement either to the SNSF or the UEFISCDI.

Not eligible costs are

- Expenditure incurred before and after the dates of the project
- Interest on 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.

Article 6 **Transfer of Funds**

The Swiss Beneficiary shall be responsible for the transfer of part of the funds (according to Annex B) to the Romanian Beneficiary in the account mentioned by the Romanian Beneficiary.

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

The Beneficiaries 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 Beneficiaries 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 for the Swiss Beneficiary are subject to SNSF regulations. Equipment and any other material investments bought by means of the financial contribution for the Romanian Beneficiary are subject to UEFISDCI regulations. The Beneficiaries are entitled to accept, possess and use the equipment in accordance with the provisions of the Research Plan. The Beneficiaries shall ensure that the equipment is duly made available for the purposes of the JRP and remains available for its scientific purposes beyond the duration of this Grant Agreement.

At the end of the projects, the beneficiaries will be asked in the final financial report what they intend to do with the equipment bought with the money from the JRP. SNSF and UEFISDCI's usual regulations will then be respectively implemented.

Article 8 **Reporting**

Scientific reports: The Beneficiaries will submit through the Swiss Beneficiary 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 will be checked by SNSF.

The final report will be checked by the member of the evaluation panel that was responsible for the given proposal and will need to be approved by SNSF and the UEFISDCI. The report (approved) is the only document which serves as a basis for declaring the project completed.

Financial reports: The beneficiaries will provide through the Swiss Beneficiary an annual and a final financial report to SNSF. This report must also include the budget of the Romanian beneficiary. The budget of the Romanian beneficiary will clearly be divided into a part that was funded by Switzerland and a part that was funded by Romania. 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 UEFISCDI 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 Beneficiary. The Swiss Beneficiary must ensure that expenditure reflects the realities and is consistent with the work done, this also for the part claimed by the Romanian beneficiary. Subsequently, SNSF examines the financial reports of the whole JRP first in connection with the project progress and also on the basis of the supporting documents (receipts, reports, etc..) attached to the reports. UEFISCDI, in turn, check in the same way the Romanian part of the financial report.

The financial report must be accompanied by original receipts for any single expense. The accounting shall be done according to the approved budget categories (Annex B 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 Beneficiaries 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 of JRP

The SNSF, UEFISCDI or any duly authorised representative, may execute audits at the Beneficiaries. The Beneficiaries shall provide any requested information and shall grant full access to any relevant documents and/or accounts as asked for the audit.

Article 11 Ownership of Intellectual Property

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

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

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

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

Article 12 **Publication and Exploitation of Results**

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

The beneficiaries are obliged to publish research results coming from the JRPs in appropriate form and according to SNSF and UEFISCDI's standards. 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 UEFISCDI 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 Romanian and Swiss host institutions.

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

The Beneficiaries, through the Swiss Beneficiary, shall send a copy of all published papers to the SNSF.

Article 13 **Safety**

The Beneficiaries shall be responsible for the safety of their 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 Beneficiaries shall inform the nearest Swiss representation of the security conditions and any measures already taken.

Article 14 **Liability**

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

Article 15 **Confidentiality**

The Swiss and the Romanian Beneficiaries shall keep 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 **Common concern**

The Beneficiaries 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 Beneficiaries and communicated to SNSF.

Article 18 Breach of Grant Agreement

In the case of any improper use of the allocation made by the SNSF and UEFISCDI or of violations of any terms and conditions of this Grant Agreement by the Beneficiaries, the SNSF and UEFISCDI 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 withdraws or reduces its financial allotment to the Programme, the SNSF and the UEFISCDI may 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 UEFISCDI shall immediately inform the Beneficiaries of such occurrence beyond its 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 Romanian Principal Investigators. A copy of the Grant Agreement must immediately be sent to the SNSF. The SNSF will inform the UEFISCDI and provide a copy 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 Beneficiaries 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 Beneficiaries 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 UEFISCDI are obligated only to the Beneficiaries. Agreements concluded by the Beneficiaries, e.g. sub-contracting agreements, entail no obligation on the part of SNSF nor UEFISCDI.

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

Article 22 Applicable Law and Jurisdiction

The Grant Agreement shall in all respects be governed by the Laws of Switzerland and Romania. In case of any difference and/or dispute with respect to the Grant Agreement, the Parties shall endeavour to reach an amicable resolution of such difference and/or dispute. Failing such efforts, the difference and/or dispute shall be settled by the competent courts in the canton of Berne.

The Beneficiaries undertake to comply with the applicable laws of Switzerland and Romania, 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 Beneficiaries undertake to execute this Grant Agreement with the required care and diligence and to fully safeguard SNSF's and UEFISCDI's interests. The Beneficiaries shall comply with the applicable legislation, rules and regulations.

In executing the project, the Beneficiaries are making a contribution to relations between Switzerland and Romania. They undertake to cooperate constructively with the authorities of the countries concerned.

The Beneficiaries 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 UEFISCDI.

The Beneficiaries undertake to inform SNSF of any suspected illegal conduct related to the JRP.

Article 24 Research authorisation

Research requiring authorisation or notification (research on humans, on human embryonic stem cells, on animals; on GMO or pathogens) must be announced to and authorised by the concerned authorities in Switzerland and Romania. The Swiss and Romanian Beneficiaries are responsible for their part of the project and inform the SNSF respectively the UEFISCDI. If needed, the Romanian Beneficiary informs the Swiss Beneficiary on the existence of the authorisation in order to be able to release the grant.

Article 25 Regulation for researchers

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

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

Article 26 Annexes

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

- Annex A: Research Plan
- Annex B: Budget
- Annex C: SDC Code of Conduct (available on the Internet: www.deza.admin.ch/recht)
- Annex D: Guidelines for the management of grants (not yet available)

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.

Signature of Swiss Beneficiary

- **Swiss PI**

Signature of Romanian Beneficiaries

- **Legal representative of the Romanian host institution**
- **Romanian PI**

ANNEX A (Research Plan)

to the Grant Agreement No. #

between the **Swiss Beneficiary**
and the **Romanian Beneficiary**

ANNEX B (Budget)

to the Grant Agreement No. #

Budget

TOTAL	SNSF contribution		UEFISCDI contribution	Total
	CH team	RO team	RO team	
Personnel / staff costs (incl. social charges)				
Travel and sub. allowances				
Equipment costs				
Consumables				
Other costs (incl. overhead for Romania)				
Total				

1st year	SNSF contribution		UEFISCDI contribution	Total
	CH team	RO team	RO team	
Personnel / staff costs (incl. social charges)				
Travel and sub. allowances				
Equipment costs				
Consumables				
Other costs (incl. overhead for Romania)				
Total				

2nd year	SNSF contribution		UEFISCDI contribution	Total
	CH team	RO team	RO team	
Personnel / staff costs (incl. social charges)				
Travel and sub. allowances				
Equipment costs				
Consumables				
Other costs (incl. overhead for Romania)				
Total				

3rd year	SNSF contribution		UEFISCDI contribution	Total
	CH team	RO team	RO team	
Personnel / staff costs (incl. social charges)				
Travel and sub. allowances				
Equipment costs				
Consumables				
Other costs (incl. overhead for Romania)				
Total				

Annex 3 - UEFISCDI 's Funding Regulation on research grants

1. Personal requirements for the submission of proposals (Romanian Principal Investigator)

- a) The Principal Investigator has a doctorate. If the doctoral diploma is not officially recognised in Romania, its recognition must be obtained before the signing of the funding contract;
- b) The Principal Investigator is employed full time in the Romanian host institution, with a permanent position, or with a fixed term contract covering at least the duration of the Joint Research Project (JRP), or has the agreement of the host institution for his or her employment at least for the duration of the contract; in case the funding is awarded, the employment contract must be signed by the Principal Investigator and the host institution before the signing of the grant agreement with the Swiss partner and the funding contract with UEFISCDI;
- c) A given person can submit, as a Principal Investigator, only one application per call;
- d) It is forbidden to submit a proposal which seeks to fund activities which had already obtained funding from the state budget.
- e) The Principal Investigator has to submit, at the request of UEFISCDI, if applicable, any specific authorisation or notification for the development of the JRP in Romania.
- f) In case of personal constraints and the impossibility to continue the JRP implementation, the principal investigator (PI) jointly with the host institution will carry out all due diligence for ensuring the proper continuity of the JRP (finding a new PI who must also fulfill the eligibility criteria for the PIs, making all the contractual arrangements etc). For this replacement, a written permission shall be obtained from the UEFISCDI and the Swiss PI;
- g) Lack of proper interest in ensuring the implementation of the JRP could determine a decision jointly taken by SNSF and UEFISCDI to ask for the reimbursement of any payments made so far.

2. Institutional requirements for the submission of proposals (Romanian host institution)

- a) The host institution does not have a seizure on its accounts; it has not made false declarations concerning the information required by the UEFISCDI; it has not broken the terms of a different contract signed previously with the UEFISCDI;
- b) The host institution agrees to ensure the necessary administrative support, to provide access to all necessary infrastructures, to support the implementation of the JRP in good conditions and to employ the members of the Romanian JRP team, while observing all legal provisions in force, if the JRP is selected for funding.

3. Eligible costs

- *Personnel / Staff costs* (including all corresponding state and social contributions) – the Romanian team, including the PI, will be paid according to the provisions of the Governmental Decision 475/2007 (upper ceilings) and in full compliance with the working contract of the Romanian team with its organisation;
- *Equipment and consumable costs* necessary for the JRP, including equipment, consumables, material expenses, publication, information / bibliography expenses or for access to the research infrastructure of third parties, subcontractors, etc.
- *Travel and subsistence allowances* (including travel and accommodation costs, allowances, conferences fees, medical insurances, visa fees) corresponding to international travel of the Romanian JRP team members, for documentation periods, participation in high level scientific conferences thematically linked to the JRP, workshops and communications in the field of the JRP;
- *Overhead* - indirect expenses are calculated as a percentage of direct expenses: salaries, inventory and mobility. As a rule, indirect expenses will not exceed 5% of the direct expenses.

Possible savings in one of the budget categories may be transferred to cover higher costs in another category (except indirect expenses) as far as no explicit terms or conditions set by the SNSF and the UEFISCDI 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 the UEFISCDI.

Not eligible costs are:

- Expenditure incurred before and after the dates of the JRP;
- Interest on 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 regulations.

4. Main obligations of the Beneficiaries (Romanian Principal Investigator and the Host Institution):

- a) are responsible for the implementation of the JRP;
- b) Romanian PI compiles and sends to the Swiss PI the scientific and financial reports during the course of the JRP, and a final report, at the time and in the format requested by SNSF;
- c) Communicates about the ongoing activities and publishes open positions in the project (including on the websites www.ancs.ro/jobs and www.euraxess.ro);

- d) For the duration of the JRP, the Principal Investigator is registered on the portal www.cercetatori-romani.ro and has the obligation of maintaining an up to date CV;
- e) Publishes up to date information on the project activities (at least a summary and the list of publications supported by the project) on the JRP webpage, in English; The PIs are obliged to publish research results coming from the JRPs in appropriate form and according to SNSF's standards;
- f) The beneficiaries shall consult and agree with the Swiss beneficiaries on the ownership of any intellectual property and/or the terms of commercial exploitation.
- g) The beneficiaries shall duly inform – during and after a JRP – the SNSF and UEFISCDI of any agreements concluded and/or measures taken in view of protecting and/or exploiting the JRP discoveries and/or inventions.
- h) The beneficiaries shall inform SNSF and UEFISCDI – during and after a JRP – about patents that result from the JRP.
- i) The beneficiaries shall be exclusively liable for the conduct of its auxiliary personnel and sub-contractors.

5. Project mobility

In general, the Principal Investigator will implement the JRP in the host institution through which he or she submitted the JRP proposal. However, for JRP longer than 24 months, UEFISCDI can allow the Principal Investigator to transfer the JRP to a different host institution in the country, at most once for a given project, and only during the first 12 months of the duration of the JRP. The reason for offering this freedom to the Principal Investigator is to optimize the chances of success of the JRP. The Principal Investigator has the obligation to address a written request to the UEFISCDI for the transfer of the project to a different host institution, along with a detailed justification and a written agreement of the new host institution and of the original host institution. In the case in which the original host institution refuses the transfer, it must send UEFISCDI the reasons for the refusal. UEFISCDI will analyze the request for transfer and, depending on the situation, will make a decision in order to optimize the chances of success of the project implementation. If the request is accepted, the UEFISCDI will terminate the contract with the original host institution and will sign a new contract with the new host institution, through which to ensure the timely transfer of all remaining funds (not spent and not committed to be spent) and all equipment and materials acquired through the project to the new institution. The original host institution has the obligation to transfer, within 30 days of the contract termination, all funds and all equipment and materials acquired through the project, to the new institution, in order to allow the resumption of the project as quickly as possible and the new institution to set-up the JRP team before the signing of the contract. The transport expenses for the equipment and materials to the new location will be supported by the new host institution.