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**Swiss-Croatian Cooperation Programme**

## **Croatian-Swiss Research Programme 2017 - 2023**

Joint Research Projects: Call for Proposals 2017

A maximum of 12 joint projects will be funded for this call

Opening date: 09.10.2017

Closing date: 19.01.2018

## 1. Introduction

Switzerland is participating in the EU enlargement by supporting the efforts to reduce economic and social disparities. The supported countries include Croatia, one of the most recent EU members. One of the selected fields of cooperation with Croatia is scientific research and a specific Programme, the **Croatian-Swiss Research Programme 2017 – 2023 (CSRP)**, has therefore been set up.

The Framework Agreement between the Swiss Federal Council and the Government of the Republic of Croatia concerning the implementation of the Swiss-Croatian cooperation programme to reduce economic and social disparities within the enlarged European Union, signed 30 June 2015, defines the overall objectives of the Swiss-Croatian cooperation. The Framework Agreement, Article 2, reads as follows: "The Parties shall promote the reduction of economic and social disparities within the enlarged EU through Projects mutually agreed upon between the Parties and in line with the Memorandum of Understanding and its relevant Addendum and the Conceptual Framework of the Swiss-Croatian Cooperation Programme as outlined in Annex 1 of the Framework Agreement". The programme is listed in Annex 1, Article 5 of the Framework Agreement as "Croatian-Swiss Research Programme" where the Swiss National Science Foundation (SNSF) and the Croatian Science Foundation (CSF) are listed as Executing Agency and Croatian partner respectively. Together they are responsible for ensuring that the programme is duly implemented in line with the defined principles and procedures.

## 2. Rationale of the CSRP and funding scheme

The CSRP responds to the Croatian 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 Croatia, and by supporting scientific cooperation in the form of **Joint Research Projects (JRPs)** between Switzerland and Croatia through the provision of research grants. JRPs shall enable scientists from Croatia, jointly with scientists from Switzerland, to undertake, in the form of consortia, research activities addressing specific problems in all scientific disciplines. Proposals from the social sciences and humanities (e.g. on social inclusion, marginalised groups of society, etc.) shall be particularly encouraged. At least two projects shall be funded within these disciplines, provided they meet the required standards of excellence. 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 Croatia and vice-versa are also possible within a JRP.

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

- to further enable the integration of Croatian 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. An extension of the duration of max. 6 months without financial consequences is possible.

### 3. Beneficiaries

The CSRP supports the implementation of JRPs realised by a group of researchers from Croatia, 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:

#### **PIs 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;
- Research institutions outside the higher education sector that are domiciled in Switzerland (according to the SNSF eligibility criteria).

#### **PIs from Croatia working at:**

- Public universities;
- Public Research institutes;
- Croatian Academy of Sciences and Arts.

#### **Application modalities**

Each application for a JRP must have two PIs; they are the lead scientists on the Swiss and Croatian side respectively. For the Swiss PI, the general SNSF eligibility criteria apply<sup>1</sup> and for the Croatian PI, the general CSF eligibility criteria apply. The Swiss PI is responsible for the submission of the application. Upon selection/approval of a JRP and setting up of a grant arrangement, both PIs are responsible for the implementation and completion of the funded JRP. Each PI can submit only one application per call (as main or further applicant).

### 4. Financial aspects

The total budget available for the JRPs is 4,203,000 CHF (3,649,750 CHF Swiss contribution, 553,250 CHF Croatian contribution).

The maximum grant for a single JRP is 400,000 CHF (total of Swiss and Croatian contributions). 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 postdoctoral fellows), technicians and other supporting staff directly involved in the project. The salaries and the max. period of employment of the Swiss staff must follow the SNSF guidelines. Croatian scientific staff

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<sup>1</sup> Applicants requesting funding must meet the eligibility requirements of the SNSF. The SNSF Funding Regulations, the General implementation regulations for the Funding Regulations (both in effect from 1 January 2016) and the Regulations on Project Funding (in effect from 2 April 2016) are applicable or applicable mutatis mutandis where not stated otherwise.

will be paid according to usual organisation practices and national regulations, and in full compliance with the working contract of Croatian staff with its organisation. Neither the salary of the Swiss PI (and co-PI) nor of the Croatian PI (and co-PI) can be paid from the project funds.

- **Travel & subsistence allowances** for both PIs and 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 Croatian 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 30% of the total project cost. The SNSF does not finance the acquisition or maintenance of expendable items that are part of the infrastructure of an institution (books, PCs, rental costs, etc.).
- **Consumables** can be charged by both the Swiss and the Croatian partner. 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. Costs for granting access to research data are also eligible.
- **Subcontracting:** minor tasks can be subject to subcontracting, provided they are directly linked to the JRP and needed for the implementation of the research project activities.
- **Overhead:** On the Croatian side, the maximum overhead costs shall not exceed 5% of the grant attributed to the Croatian partner. Swiss partners are not entitled to charge overhead costs.

#### **Not eligible costs include**

- Salaries of Swiss and Croatian PIs and further applicants;
- 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;
- Costs which exceed the usual market prices;

#### **VAT**

- The JRP grants are not subject to VAT or other taxes and charges in Switzerland. In Croatia, 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 (e.g., universities, public research organizations, etc.) is able to recover the VAT. Therefore:
- Croatian organisations who generate eligible costs may charge unrecoverable VAT costs to the project budget.
- VAT costs are not eligible, if they could be recoverable by the beneficiary under national regulation.

## **5. Submission**

**Proposals are to be jointly prepared by Swiss and Croatian applicants. They are to be submitted by the Swiss PIs to the SNSF via its electronic submission system (mySNF,**

**www.mysnf.ch).** Croatian partners can have access to the electronic submission system through their Swiss partner.

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

The application consists of two parts:

- The administrative part which must be completed online in mySNF
  - Personal data of the Swiss PI
  - Personal data of the Croatian PI
  - Personal data of the co-applicant(s) from Switzerland and/or Croatia
  - Basic data on the project (e.g., title, field of research, starting date, duration, summary)
  - Requested funding (incl. requested positions)
  - Data Management Plan (DMP)
  - Information on required authorisations (if applicable)
  - 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)
  - CVs and publication lists of PIs
  - Letter signed by the Head of the Croatian institution involved, confirming the support to the project according to the rules and procedure as described in this call. If further Croatian researchers are employed by a third institution, an additional confirmation from all heads of institutions involved in the project is required.
  - Other documents, related to the qualification of the applicants and the subject of the research

The proposal must include a Data Management Plan (DMP) set up according to the requirements issued by the SNSF. The proposal can only be submitted once the DMP has been completed. Applicants must enter a DMP that is understandable, suits their project and meets the standards set by their research community. **At this stage, the DMP is considered a draft and excluded from the evaluation process and not shared with external reviewers.** The definitive DMP must be provided by the end of the project at the latest.

The content of the DMP is directly entered in the mySNF submission form. It is not possible to upload a DMP as a separate PDF file. Please keep in mind the time needed to complete the DMP during the submission procedure.

For specific questions related to mySNF, please call the technical support hotline at +41 31 308 22 00. Please note that a user account is needed in order to submit proposals to mySNF (the Swiss PI is responsible for the submission). To open an account, the Swiss PI must register with the SNSF as a user. Applicants with existing user accounts need not apply for new ones.

**Pre-registration:** In order to facilitate the evaluation procedure, we kindly ask the corresponding applicants to open their JRP proposals in mySNF, and to indicate the relevant discipline and, if possible, the title of the project **by 10 November 2017. However, proposals will still be accepted even if the pre-registration deadline is missed.**

**Deadline for submission of applications: 19 January 2018 (5pm, Swiss Local Time).** Late and incomplete applications will not be considered.

**Language:** All documents are to be submitted in English.

## 6. 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. Additionally, the requested funding amount will be appraised internally by the SNSF's financial specialists. The eligibility of the applicants and their institutions will be verified by the SNSF.

After the submission deadline, neither new applications nor changes to the research plans will be accepted. If a submitted application does not include some of the requested information (e.g., CV, publication lists, etc.), the SNSF will ask the JRP partners to provide the information after the submission deadline within a reasonable time-frame.

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 **ruling** 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 to start 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. For each eligible proposal, the SNSF and the CSF will obtain a minimum of two reviews. The external experts peer-review the applications using a score system to determine their scientific quality.

**Evaluation panel:** An evaluation panel will be set up; it will be composed of international experts proposed by the SNSF and the CSF. Panel members will be approved by the Specialised Committee International Co-operation of the SNSF and the CSF Board. Based on the peer reviews, the evaluation panel will discuss the applications in order to recommend projects for funding in the framework of the CSR. Recommendations will include appropriate justifications, and priority for funding will be given to applications with the highest score.

**Decision:** The final grant decision on JRPs will be made by the Steering Committee of the CSR based on the list of ranked JRP applications and the accompanying documentation proposed for funding by the evaluation panel. If the Steering Committee disagrees with the decision of the Panel, the choice of projects may be changed based on scientific criteria only. Finally, formal approval of the proposed JRPs lies in the hands of the Specialised Committee International Co-operation and the Presiding Board of the SNSF, and the CSF Board. Both the SNSF and the CSF inform their respective PIs about the final decision in the form of a ruling. The rulings on applications that are not funded include 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 (not listed in the order of priority):**

- Scientific relevance;
- Originality of the aims and objectives;
- Appropriateness of the methodology;
- Feasibility of the project including soundness of the budget;
- Track record and expertise of the researchers;
- Complementary qualities of research partners;
- Involvement of PhD students and young researchers;
- Chances of a stable, long-term partnership arising from the JRP.

**The evaluation results will be communicated to the Swiss and Croatian PIs by the end of September 2018.**

Appeal procedure

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

**Earliest possible starting date for the projects:** 1 October 2018. It is advisable that the projects start until 1 March 2019.

## **7. Contractual arrangements**

For funded projects, the Swiss and the Croatian PIs need to sign a Grant Agreement (see example in Annex 2) before starting the project. Furthermore, in order to get the Croatian contribution the Croatian PI needs to sign a Grant Agreement with CSF before starting the project.

Before signing the relevant Agreements the Croatian PI and the Swiss PI have to declare that there is no double financing of the JRP for which a Grant Agreement under the Research Fund Agreement will be concluded.

## **8. Reporting**

**Scientific reports:** Each JRP will submit annual reports and a final report to the 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. The Swiss PI is responsible for the timely submission of the scientific reports.

**Financial reports:** The Swiss PIs in the JRP provide an annual and a final financial report to the SNSF, covering the expenses and revenues of the JRP financed by Switzerland (86.84%). This includes a financial report from the Croatian PIs, covering the expenses and revenues transferred by the Swiss PI (financed by Switzerland). Additionally, the Croatian PI compiles a second report to the

CSF, accounting for the costs covered by the Croatian contribution (13.16%). Both the CSF and the SNSF exchange the reports for information. Financial reports will compare expenditures with the approved budgets and will also be checked against the guidelines established at the start of the programme.

Templates for both types of report will be provided as part of the Grant Agreement. The reports shall be written in English.

## 9. Publications and patents

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

- Publications must be accessible and must comply with Open Access regulations;
- The data collected within a JRP must be accessible to other researchers for secondary research. The SNSF expects that researchers share at least the data underlying their publications, but only to the extent to make the published results reproducible. This data should be shared as soon as possible, but at the latest together with the relevant scientific publication;
- The SNSF and the CSF may request that publications containing data gained in the framework of JRPs be submitted to them.
- All results of research activities undertaken within the scope of the JRPs are subject to the regulations of the Croatian and Swiss host institutions. Applicants must consult both the Swiss and Croatian host institution concerning their internal intellectual property regulations. It is important that an agreement be reached in advance. It is the responsibility of both PIs to make sure such an agreement is signed before the project starts.
- For publications and conferences, PIs indicate the financial source as follows: *Project co-financed by a grant from Switzerland and Croatia in the framework of the Swiss Contribution to the enlarged European Union.*

**Patents:** The SNSF and the CSF are to be informed – during and after the JRP – about any patents resulting from the JRP.

## 10. Contact persons

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## Annex 1: Guidelines for writing the project proposal

For your project proposal, we kindly ask you to use the section headings indicated below. The proposals will be sent out for external review. In order to ensure that the scientific content of your proposal can be adequately assessed, please provide detailed documentation which sets out clearly the aims, subject matter and methods of the project you are planning.

### 1. Summary of the research plan (max. 8,000 characters)

This should include the most important features of your research plan and place your project in a broader scientific context. This summary must be identical with the one you have provided in the *mySNF* data container “Basic data II”.

### 2. Research plan

The research plan (i.e. subsections 2.1-2.5) must not exceed 20 pages and 80,000 characters (including spaces). These upper limits include any blank space, figures, tables, formulae and references. The font size should be 10pt or higher. Unless indicated otherwise, the research plan should not contain any annexes.

#### 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 the 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 and partnership aspect

- Please describe briefly the work done by the different applicants in the relevant research field or in related fields and indicate the relevant publications.
- Explain how the different applicants complement each other for the proposed research project.
- If applicable, describe past collaborations between the Swiss and Croatian partners.

#### 2.3 Detailed research plan

Against the background described in sections 2.1. and 2.2., 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 do you intend to develop the work later on?
- What is the expected added value (synergistic benefit) of the collaboration?

Information concerning the methods necessary to attain the aims:

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

Data and data collection:

- What data is available to you and from where?
- What data needs to be collected?

#### **2.4 Work division, schedule and milestones**

- Please indicate how you plan to divide the work among the different partners.
- 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 any staff to be employed within the project by the different partners.
- List the planned visits between the Swiss and Croatian research groups (visiting scientist, hosting scientist, purpose of visit, date and duration of visit), and describe how/if the collaboration will be sustained after the period of support.

#### **2.5 Importance, impact and results**

##### **Scientific importance and impact**

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

##### **Expected results and dissemination plan**

Describe in detail the project outcomes you envisage. Explain how you will share these findings with stakeholders and the community. Address the potential for knowledge transfer to industry (if applicable).

##### **Broader impact**

Please state whether and to what extent the proposed project will have a broader impact and what this impact will be. Points such as the following should be addressed:

- Need for research as perceived by practitioners/industry: are there any knowledge gaps? Are innovations and improvements expected?
- Transferability of results: to what degree can research results be put into practice?
- Other potential impact: in which spheres outside science could the implementation of the research results lead to changes and what is the nature of these changes?

### **3. Ethical, safety and regulatory issues**

Does your proposed work raise ethical, safety or regulatory issues? If yes, how will you deal with them? Please indicate.

**4. List of ongoing and/or recent research projects between the Croatian and Swiss applicants**

<b>Project title</b>	<b>Research area</b>	<b>Project duration (mm/yy - mm/yy)</b>	<b>Amount of funds &amp; funding source</b>

Insert additional rows into the table if required.

## Sample Grant Agreement between Swiss and Croatian PIs

### CSRP 2017 – 2023 Croatian-Swiss Research Programme

## Grant Agreement between the Croatian and Swiss Beneficiaries

No. # (e.g. IZHRIO\_144444)

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

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

And

the **Croatian PI:** Name, Title, Function, Institute, Street, City, Croatia

And

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

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

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

The Swiss National Science Foundation (hereafter referred to as "SNSF") and the Croatian Science Foundation (hereafter referred to as "CSF") have selected for funding the Joint Research Project entitled "# (hereafter referred to as "the JRP "; full proposal in Annex 1) submitted by the Beneficiaries in the framework of the *Croatian-Swiss Research Programme* (hereafter referred to as "CSRP"), which runs from 2017 to 2023 as a part of the Framework Agreement between the Government of Croatia and the Swiss Federal Council and which has been commissioned to the SNSF and the CSF by the Swiss Agency for Development and Cooperation (SDC) of the Federal Department of Foreign Affairs.

### **Programme principles**

The following principles are of particular relevance for the CSRP:

**Transparency:** Transparency and openness are key to all cooperation activities and are binding at all levels. Special emphasis shall be placed on transparency in project and activity selection as well as in the awarding of contracts and financial management.

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

**Commitment by all actors involved:** All decision-makers and entities involved with the CSRP shall be committed to the efficient and effective implementation of the agreed supporting measures.

**Partnerships:** Partnerships between Swiss and Croatian partners are an enriching element and are strongly encouraged, especially in fields where Switzerland has specific 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 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. 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 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 his/her tasks as 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 Croatian Beneficiary in accordance with the regulations of this Grant Agreement (see Article 4 for details). 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 Croatian Beneficiary shall deliver to the Swiss Beneficiary the information needed to write the reports and submit all necessary documents in due time.

If the Beneficiaries wish to forward information that is relevant for both the SNSF and the CSF, the Swiss Beneficiary will collect the information and share it with the SNSF. The SNSF will in turn inform the CSF.

### **Article 3            Duration of the JRP**

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

### **Article 4            Financial contribution**

The Swiss contribution to the JRPs (86.84%) is allocated to the Swiss and Croatian Beneficiaries to finance the JRPs' activities. These payments shall be transferred by the SNSF to the account of the Swiss Beneficiary mentioned in this Grant Agreement. The Swiss beneficiary will then annually transfer the share of the contribution defined in the budget of each JRP to the Croatian Beneficiary according to the progress made in the JRPs.

The Croatian contribution for JRPs (13.16%) is allocated to the Croatian Beneficiaries to finance the JRPs' activities. These payments shall be transferred directly by the CSF to the Croatian Beneficiaries in three annual instalments.

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

In Switzerland, the JRP grants are not subject to VAT or other taxes and charges. In Croatia, 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 Croatia is able to recover the VAT.

### **Article 5            Budget**

The allocation shall be used in accordance with the budget defined in Annex A 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 CSF 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 CSF.

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 CSF.

The following do not count as eligible costs:

- Salaries of Swiss and Croatian PIs and further applicants;
- Expenditure incurred before and after the official duration of the project;
- Interest on debt, purchase of land/real estate;
- Fines, financial penalties and expenses of litigation;
- Activities supported through other sources of funding;
- Costs which exceed the usual market prices;
- VAT, if it may be recovered by the beneficiary under national regulations.

## **Article 6            Transfer of funds**

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

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 Croatian Beneficiary are subject to CSF 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. The main regulations of the SNSF and the CSF will apply.

## **Article 8            Reporting**

**Scientific reports:** The Beneficiaries will submit through the Swiss Beneficiary short annual reports and a final report to the 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 the 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 the Specialised Committee of the SNSF and the CSF Board. The report (approved) is the only document which serves as a basis for declaring the project completed.

**Financial reports:** The beneficiaries will provide an annual and a final financial report to the SNSF and the CSF. The “Swiss PIs” in the JRP provide an annual and a final financial report to the SNSF, covering the expenses and revenues of the JRP financed by Switzerland (86.84%). This includes a financial report from the Croatian PIs, covering the expenses and revenues transferred by the Swiss PI (financed by Switzerland). Additionally, the Croatian PI compiles a second report to the CSF, accounting for the costs covered by the Croatian contribution (13.16%). The budget of the Croatian beneficiary will thus be clearly divided into a part funded by Switzerland and a part funded by Croatia. The Croatian contribution shall be calculated using the middle exchange rate of the Croatian National Bank ([www.hnb.hr](http://www.hnb.hr)) prevailing on the date of conclusion of the Research Fund Agreement (10.07.2017) as a reference for the conversion from Swiss Francs to Croatian Kunas to calculate its 13.16%. For the reporting on the Croatian contribution (Croatian PI), a daily middle exchange rate of the Croatian National Bank prevailing at the last working day of the reporting period will act as reference for the conversion from Croatian Kuna to Swiss Franc.

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 the SNSF and the CSF will check and approve these reports (through Interdisciplinary and International Co-operation division and the CSF Board).

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

**Financial control:** The responsibility for overseeing the proper management of funds lies with the “Swiss and Croatian PI”. The SNSF only checks the reports for the expenses contributed by Switzerland (86.84%), while the CSF is responsible for checking the Croatian contribution (13.16%). Subsequently, the SNSF and the CSF examine 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.

**The financial report must be accompanied by copies of receipts for any single expense. The accounting shall be done according to the approved budget categories (Annex A 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.

**All reports must be written in English.**

## **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, CSF or any duly authorised representative, may execute audits of the Beneficiaries’ projects. 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 CSF 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 Croatia (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 Croatia.

## **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 CSF'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;
- The SNSF and the CSF can request that publications containing data gained in the framework of JRPs are submitted to them;
- All results of research activities developed through the JRPs are subject to the regulation of the Croatian 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 CSRP programme using the following text: "This work was supported by the Swiss Enlargement Contribution in the framework of the Croatian-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 staff working on the project 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 the SNSF or the CSF for damage arising as a result of force majeure or unpredictable events.

## **Article 15      **Confidentiality****

The Swiss and the Croatian 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 the SNSF.

## **Article 18 Breach of Grant Agreement**

In the case of any improper use of the grant awarded by the SNSF and the CSF or of violations of any provisions of this Grant Agreement by the Beneficiaries, the SNSF and CSF 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 CSF 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 CSF 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 Croatian Principal Investigators. A copy of the signed Grant Agreement must immediately be sent to the SNSF. The SNSF will inform the CSF 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 the 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 of the relevant country must be complied with.

The SNSF and the CSF are obligated only to the Beneficiaries. Agreements concluded by the Beneficiaries, e.g. sub-contracting agreements, entail no obligation on the part of the SNSF or the CSF.

If the SNSF and the CSF so request, 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 Croatia. 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 Bern.

The Beneficiaries undertake to comply with the applicable laws of Switzerland and Croatia, 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 the interests of the SNSF and the CSF. 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 Croatia. 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 the SNSF and the CSF.

The Beneficiaries undertake to inform the 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 Croatia. The Swiss and Croatian Beneficiaries are responsible for their part of the project and inform the SNSF and the CSF respectively. If needed, the Croatian Beneficiary informs the Swiss Beneficiary about the existence of the authorisation in order to be able to release the grant.

## **Article 25      Regulations for researchers**

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

Funded researchers based in Croatia will be subject to the Funding Regulations of the CSF on research grants, unless explicitly stated 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:      Budget
- Annex B:      SDC Code of Conduct (available upon request)

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 Croatian Beneficiaries**

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

# ANNEX A (Budget)

to the Grant Agreement No. #

## Budget

TOTAL	SNSF contribution		CSF contribu- tion	Total
	CH team	Croatian team	Croatian team	
Personnel / staff costs (incl. social charges)				
Travel and sub. allowances				
Equipment costs				
Consumables				
Other costs (incl. overhead for Croatia)				
<b>Total</b>				

1st year	SNSF contribution		CSF contribu- tion	Total
	CH team	Croatian team	Croatian team	
Personnel / staff costs (incl. social charges)				
Travel and sub. allowances				
Equipment costs				
Consumables				
Other costs (incl. overhead for Croatia)				
<b>Total</b>				

2nd year	SNSF contribution		CSF contribu- tion	Total
	CH team	Croatian team	Croatian team	
Personnel / staff costs (incl. social charges)				
Travel and sub. allowances				
Equipment costs				
Consumables				
Other costs (incl. overhead for Croatia)				
<b>Total</b>				

3rd year	SNSF contribution		CSF contribu- tion	Total
	CH team	Croatian team	Croatian team	
Personnel / staff costs (incl. social charges)				
Travel and sub. allowances				
Equipment costs				
Consumables				
Other costs (incl. overhead for Croatia)				
<b>Total</b>				