



EUROPEAN RESEARCH EXECUTIVE AGENCY (REA)

REA.A – Marie Skłodowska-Curie Actions & Support to Experts
A.2 – MSCA Postdoctoral Fellowships

GRANT AGREEMENT

Project 101201927 — NONA

PREAMBLE

This **Agreement** ('the Agreement') is **between** the following parties:

on the one part,

the **European Research Executive Agency (REA)** ('EU executive agency' or 'granting authority'),
under the powers delegated by the European Commission ('European Commission'),

and

on the other part,

1. 'the coordinator':

FILOSOFICKY USTAV AV CR V V I (FLU), PIC 998921424, established in JILSKA 361/1,
PRAHA 110 00, Czechia,

Unless otherwise specified, references to 'beneficiary' or 'beneficiaries' include the coordinator and affiliated entities (if any).

If only one beneficiary signs the grant agreement ('mono-beneficiary grant'), all provisions referring to the 'coordinator' or the 'beneficiaries' will be considered — mutatis mutandis — as referring to the beneficiary.

The parties referred to above have agreed to enter into the Agreement.

By signing the Agreement and the accession forms, the beneficiaries accept the grant and agree to implement the action under their own responsibility and in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

The Agreement is composed of:

Preamble

Terms and Conditions (including Data Sheet)

Annex 1	Description of the action ¹
Annex 2	Estimated budget for the action
Annex 2a	Additional information on unit costs and contributions (if applicable)
Annex 3	Accession forms (if applicable) ²
Annex 3a	Declaration on joint and several liability of affiliated entities (if applicable) ³
Annex 4	Model for the financial statements
Annex 5	Specific rules (if applicable)

¹ Template published on [Portal Reference Documents](#).

² Template published on [Portal Reference Documents](#).

³ Template published on [Portal Reference Documents](#).

TERMS AND CONDITIONS

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DATA SHEET

1. General data

Project summary:

Project summary
<p>Nature conservation is facing major challenges. Biodiversity loss and climate change will alter ecosystems in ways that are difficult to predict. At the same time, advances in computing, genomics and synthetic biology offer new knowledge and tools for conservation biology. Together, these developments challenge traditional nature conservation strategies. This project focuses on engineered gene drives as an example of an emerging biotechnology which could be employed for nature conservation purposes. Engineered gene drives could greatly expand the spatial and temporal reach of genetic modification techniques, and thus provide new possibilities for intentional human influence over wild animals and ecosystems. Academic debate about nature conservation biotechnologies is a nexus where scientific and normative notions about human interactions with their natural environments and other living beings are negotiated. NONA explores how connections between ontological, epistemological and normative ideas are drawn in these debates. The aim is to achieve greater conceptual and argumentative clarity within this highly complex and contentious discussion. NONA will address two objectives: 1) to analyze ideas of nature in areas of molecular biology and ecology, which are relevant for the development and evaluation of gene drives; and 2) to analyze current debates in the environmental humanities about the objects, strategies and aims of nature conservation and to develop a conceptual framework for the normative evaluation of gene drives for conservation purposes. This requires that I gain further competences in the areas of environmental and technology philosophy and the history and philosophy of the life sciences. A further aim of the project is to foster close collaborations with researchers in the natural sciences, conservation practitioners and policy makers. The project has practical implications for international nature conservation and biotechnology governance.</p>

Keywords:

- Ethics and morality, bioethics
- History of ideas, intellectual history, history of science, techniques and technologies
- Philosophy, Ethics and Religion
- Political theory
- Social studies of science and technology
- Environmental Ethics; Technology Ethics; Nature Conservation; Biotechnology; Philosophy of the Life Sciences; Continental Philosophy; Critical Theory

Project number: 101201927

Project name: Novel Natures? Nature conservation and emerging high impact (bio-)technology

Project acronym: NONA

Call: HORIZON-MSCA-2024-PF-01

Topic: HORIZON-MSCA-2024-PF-01-01

Type of action: HORIZON TMA MSCA Postdoctoral Fellowships - European Fellowships

Granting authority: European Research Executive Agency

Grant managed through EU Funding & Tenders Portal: Yes (eGrants)

Project starting date: fixed date: 1 October 2025

Project end date: 30 September 2027

Project duration: 24 months

Consortium agreement: No

2. Participants

List of participants:

N°	Role	Short name	Legal name	Ctry	PIC	Total eligible contrib.	Max grant amount
1	COO	FLU	FILOSOFICKY USTAV AV CR V V I	CZ	998921424	207 758.16	207 758.16
2	AP	NU	NORTHEASTERN UNIVERSITY	US	998448064	0.00	0.00
Total						207 758.16	207 758.16

Coordinator:

- FILOSOFICKY USTAV AV CR V V I (FLU)

3. Grant**Maximum grant amount, total estimated eligible costs and contributions and funding rate:**

Total eligible contributions (unit, flat-rate and lump sum contributions and financing not linked to costs)	Maximum grant amount (Annex 2)	Maximum grant amount (award decision)
207 758.16	207 758.16	207 758.16

Grant form: Unit**Grant mode:** Action grant**Budget categories/activity types:**

- A. Contributions for recruited researchers
 - A.1 Living allowance
 - A.2 Mobility allowance
 - A.3 Family allowance
 - A.4 Long-term leave allowance
 - A.5 Special needs allowance
- B. Institutional contributions
 - B.1 Research, training and networking contribution
 - B.2 Management and indirect contribution

Cost eligibility options:

- In-kind contributions eligible costs

Budget flexibility: Yes (flexibility with conditions)**4. Reporting, payments and recoveries****4.1 Continuous reporting** (art 21)**Deliverables:** see Funding & Tenders Portal Continuous Reporting tool**4.2 Periodic reporting and payments**

**Reporting and payment schedule (art 21, 22):**

Reporting					Payments	
Reporting periods			Type	Deadline	Type	Deadline (time to pay)
RP No	Month from	Month to				
					Initial prefinancing	30 days from entry into force/10 days before starting date – whichever is the latest
					Final payment	90 days from receiving periodic report
1	1	24	Periodic report	60 days after end of reporting period		

Prefinancing payments and guarantees:

Prefinancing payment	
Type	Amount
Prefinancing 1 (initial)	145 430.71

Reporting and payment modalities (art 21, 22):

Mutual Insurance Mechanism (MIM): Yes

MIM contribution: 5% of the maximum grant amount (10 387.91), retained from the initial prefinancing

Restrictions on distribution of initial prefinancing: The prefinancing may be distributed only if the minimum number of beneficiaries set out in the call conditions (if any) have acceded to the Agreement and only to beneficiaries that have acceded.

Interim payment ceiling (if any): 90% of the maximum grant amount

No-profit rule: n/a

Late payment interest: ECB + 3.5%

Bank account for payments:

CZ2255000000000011339990 RZBCCZPPXXX

Conversion into euros: n/a

Reporting language: Language of the Agreement

4.3 Certificates (art 24): n/a**4.4 Recoveries (art 22)****First-line liability for recoveries:**

Beneficiary termination: Beneficiary concerned

Final payment: Each beneficiary for their own debt

After final payment: Beneficiary concerned

Joint and several liability for enforced recoveries (in case of non-payment):

Individual financial responsibility: Each beneficiary is liable only for its own debts (and those of its affiliated entities, if any)

Joint and several liability of affiliated entities — n/a

5. Consequences of non-compliance, applicable law & dispute settlement forum

Suspension and termination:

Additional suspension grounds (art 31)

Additional termination grounds (art 32)

Applicable law (art 43):

Standard applicable law regime: EU law + law of Belgium

Dispute settlement forum (art 43):

Standard dispute settlement forum:

EU beneficiaries: EU General Court + EU Court of Justice (on appeal)

Non-EU beneficiaries: Courts of Brussels, Belgium (unless an international agreement provides for the enforceability of EU court judgements)

6. Other

Specific rules (Annex 5): Yes

Standard time-limits after project end:

Confidentiality (for X years after final payment): 5

Record-keeping (for X years after final payment): 5 (or 3 for grants of not more than EUR 60 000)

Reviews (up to X years after final payment): 2

Audits (up to X years after final payment): 2

Extension of findings from other grants to this grant (no later than X years after final payment): 2

Impact evaluation (up to X years after final payment): 5 (or 3 for grants of not more than EUR 60 000)

CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Agreement sets out the rights and obligations and terms and conditions applicable to the grant awarded for the implementation of the action set out in Chapter 2.

ARTICLE 2 — DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

Actions — The project which is being funded in the context of this Agreement.

Grant — The grant awarded in the context of this Agreement.

EU grants — Grants awarded by EU institutions, bodies, offices or agencies (including EU executive agencies, EU regulatory agencies, EDA, joint undertakings, etc.).

Participants — Entities participating in the action as beneficiaries, affiliated entities, associated partners, third parties giving in-kind contributions, subcontractors or recipients of financial support to third parties.

Beneficiaries (BEN) — The signatories of this Agreement (either directly or through an accession form).

Affiliated entities (AE) — Entities affiliated to a beneficiary within the meaning of Article 187 of EU Financial Regulation 2018/1046⁴ which participate in the action with similar rights and obligations as the beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).

Associated partners (AP) — Entities which participate in the action, but without the right to charge costs or claim contributions.

Purchases — Contracts for goods, works or services needed to carry out the action (e.g. equipment, consumables and supplies) but which are not part of the action tasks (see Annex 1).

Subcontracting — Contracts for goods, works or services that are part of the action tasks (see Annex 1).

In-kind contributions — In-kind contributions within the meaning of Article 2(36) of EU Financial

⁴ For the definition, see Article 187 Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 ('EU Financial Regulation') (OJ L 193, 30.7.2018, p. 1): "**affiliated entities** [are]:

- (a) entities that form a sole beneficiary [(i.e. where an entity is formed of several entities that satisfy the criteria for being awarded a grant, including where the entity is specifically established for the purpose of implementing an action to be financed by a grant)];
- (b) entities that satisfy the eligibility criteria and that do not fall within one of the situations referred to in Article 136(1) and 141(1) and that have a link with the beneficiary, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation".



Regulation 2018/1046, i.e. non-financial resources made available free of charge by third parties to a beneficiary.

Fraud — Fraud within the meaning of Article 3 of EU Directive 2017/1371⁵ and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995⁶, as well as any other wrongful or criminal deception intended to result in financial or personal gain.

Irregularities — Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/95⁷.

Grave professional misconduct — Any type of unacceptable or improper behaviour in exercising one's profession, especially by employees, including grave professional misconduct within the meaning of Article 136(1)(c) of EU Financial Regulation 2018/1046.

Applicable EU, international and national law — Any legal acts or other (binding or non-binding) rules and guidance in the area concerned.

Portal — EU Funding & Tenders Portal; electronic portal and exchange system managed by the European Commission and used by itself and other EU institutions, bodies, offices or agencies for the management of their funding programmes (grants, procurements, prizes, etc.).

CHAPTER 2 ACTION

ARTICLE 3 — ACTION

The grant is awarded for the action **101201927 — NONA** ('action'), as described in Annex 1.

ARTICLE 4 — DURATION AND STARTING DATE

The duration and the starting date of the action are set out in the Data Sheet (see Point 1).

CHAPTER 3 GRANT

ARTICLE 5 — GRANT

5.1 Form of grant

The grant is an action grant⁸ which takes the form of a unit grant.

⁵ Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (OJ L 198, 28.7.2017, p. 29).

⁶ OJ C 316, 27.11.1995, p. 48.

⁷ Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

⁸ For the definition, see Article 180(2)(a) EU Financial Regulation 2018/1046: '**action grant**' means an EU grant to finance "an action intended to help achieve a Union policy objective".

5.2 Maximum grant amount

The maximum grant amount is set out in the Data Sheet (see Point 3) and in the estimated budget (Annex 2).

5.3 Funding rate

Not applicable

5.4 Estimated budget, budget categories and forms of funding

The estimated budget for the action is set out in Annex 2.

It contains the estimated eligible contributions for the action (unit contributions), broken down by participant and budget category.

Annex 2 also shows the types of contributions (forms of funding)⁹ to be used for each budget category.

The details on the calculation of the unit contributions will be explained in Annex 2a.

5.5 Budget flexibility

The budget breakdown may be adjusted — without an amendment (see Article 39) — by transfers of units between participants, as long as this does not imply any substantive or important change to the description of the action in Annex 1. Transfers between budget categories are not allowed.

ARTICLE 6 — ELIGIBLE AND INELIGIBLE CONTRIBUTIONS

6.1 General eligibility conditions

The **general eligibility conditions** for the unit contributions are the following:

(a) the units must:

- be actually used or produced by the beneficiary in the period set out in Article 4 (with the exception of units relating to the submission of the final periodic report, which may be used or produced afterwards; see Article 21)
- be necessary for the implementation of the action and

(b) the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 20).

6.2 Specific eligibility conditions for each budget category

For each budget category, the **specific eligibility conditions** are as follows:

A. Contributions for recruited researchers

Contributions for recruited researchers (A.1 Living allowance, A.2 Mobility allowance, A.3 Family

⁹ See Article 125 EU Financial Regulation 2018/1046.

allowance, A.4 Long-term leave allowance and A.5 Special needs allowance) are eligible, if they fulfil the general eligibility conditions and are calculated as unit contributions in accordance with the method set out in Annex 2a, and if:

for A.1 Living allowance and A.2 Mobility allowance:

- (a) the number of units declared:
 - (i) corresponds to the number of months spent by the recruited researchers on the research training activities and
 - (ii) does not exceed the maximum number of months (per researcher) set out in the call conditions
- (b) the recruited researchers comply with the following conditions:
 - (i) be — at the date of the call deadline — a post-doctoral researcher (i.e. in possession of a doctoral degree¹⁰)
 - (ii) be recruited by the beneficiaries under an employment contract (or other direct contract with equivalent benefits, including social security coverage) or — if not otherwise possible under national law — under a fixed amount fellowship agreement with minimum social security coverage, including during periods of secondment
 - (iii) be employed full-time, unless the granting authority has approved a part-time employment for professional, personal or family reasons, and
 - (iv) be working exclusively for the action, unless part-time for professional reasons has been approved
- (c) the contributions have been fully incurred for the benefit of the recruited researchers

This condition is met if:

{ **total remuneration costs** (salaries, social security contributions, taxes and other costs included in the remuneration under the employment contract or other direct contract) or **total fixed-amount fellowship costs** for the researcher during the action

plus

total mobility costs (household, relocation and travel expenses and, if they must be paid under national law, taxes, duties and social security contributions) for the researcher during the action}

divided by

the number of actual units}.

is equal to or higher than the following amount:

{amount per unit contribution set out in Annex 2 as living allowance

plus

amount per unit contribution set out in Annex 2 as mobility allowance}.

¹⁰ As defined in the call conditions.

for A.3 Family allowance:

- (a) the recruited researchers have a family.

‘Family’ means persons linked to the researcher by marriage (or a relationship with equivalent status to a marriage recognised by the legislation of the country where this relationship was formalised) or dependent children who are actually being maintained by the researcher.

- (b) the number of units declared:

- (i) corresponds to the number of months spent by the recruited researchers with a family on the research training activities and
- (ii) does not exceed the maximum number of months (per researcher) set out in the call conditions.

- (c) the contributions have been fully incurred for the benefit of the recruited researchers

This condition is met if they have been fully used for the recruited researchers for whom they are claimed.

for A.4 Long-term leave¹¹ allowance:

- (a) the general and specific eligibility conditions for the living and mobility allowances were fulfilled before the long-term leave and
- (b) the number of units declared corresponds to the number of months paid by the beneficiary.

for A.5 Special needs allowance:

- (a) they are used for recruited researchers with disabilities whose long-term physical, mental, intellectual or sensory impairments are certified by a competent national authority and of such nature that their participation in the action would not be possible without the special needs items or services
- (b) the special needs items or services are not already covered from another source (such as social security or health insurance)
- (c) the number of units declared corresponds to the number of special needs units that were needed for implementing the action.

B. Institutional contributions

Institutional contributions (B.1 Research, training and networking contribution and B.2 Management and indirect contribution) are eligible, if they are calculated as unit contributions in accordance with the method set out in Annex 2a, and if the living and mobility allowances are eligible.

6.3 Ineligible contributions

‘Ineligible contributions’ are:

¹¹ Long-term leave includes maternity, paternity, parental, sick or special leave of more than 30 days.

- (a) units that do not comply with the conditions set out above (see Article 6.1 and 6.2)
- (b) units implemented during grant agreement suspension (see Article 31) and
- (c) units for activities already funded under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget), except for the following case:
 - (i) Synergy actions: not applicable
- (d) other:
 - (i) country restrictions for eligible costs: not applicable.

6.4 Consequences of non-compliance

If a beneficiary declares unit contributions that are ineligible, they will be rejected (see Article 27).

This may also lead to other measures described in Chapter 5.

CHAPTER 4 GRANT IMPLEMENTATION

SECTION 1 CONSORTIUM: BENEFICIARIES, AFFILIATED ENTITIES AND OTHER PARTICIPANTS

ARTICLE 7 — BENEFICIARIES

The beneficiaries, as signatories of the Agreement, are fully responsible towards the granting authority for implementing it and for complying with all its obligations.

They must implement the Agreement to their best abilities, in good faith and in accordance with all the obligations and terms and conditions it sets out.

They must have the appropriate resources to implement the action and implement the action under their own responsibility and in accordance with Article 11. If they rely on affiliated entities or other participants (see Articles 8 and 9), they retain sole responsibility towards the granting authority and the other beneficiaries.

They are jointly responsible for the *technical* implementation of the action. If one of the beneficiaries fails to implement their part of the action, the other beneficiaries must ensure that this part is implemented by someone else (without being entitled to an increase of the maximum grant amount and subject to an amendment; see Article 39). The *financial* responsibility of each beneficiary in case of recoveries is governed by Article 22.

The beneficiaries (and their action) must remain eligible under the EU programme funding the grant for the entire duration of the action. Unit contributions will be eligible only as long as the beneficiary and the action are eligible.

The **internal roles and responsibilities** of the beneficiaries are divided as follows:



(a) Each beneficiary must:

- (i) keep information stored in the Portal Participant Register up to date (see Article 19)
- (ii) inform the granting authority (and the other beneficiaries) immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 19)
- (iii) submit to the coordinator in good time:
 - the prefinancing guarantees (if required; see Article 23)
 - the financial statements and certificates on the financial statements (CFS) (if required; see Articles 21 and 24.2 and Data Sheet, Point 4.3)
 - the contribution to the deliverables and technical reports (see Article 21)
 - any other documents or information required by the granting authority under the Agreement
- (iv) submit via the Portal data and information related to the participation of their affiliated entities.

(b) The coordinator must:

- (i) monitor that the action is implemented properly (see Article 11)
- (ii) act as the intermediary for all communications between the consortium and the granting authority, unless the Agreement or granting authority specifies otherwise, and in particular:
 - submit the prefinancing guarantees to the granting authority (if any)
 - request and review any documents or information required and verify their quality and completeness before passing them on to the granting authority
 - submit the deliverables and reports to the granting authority
 - inform the granting authority about the payments made to the other beneficiaries (report on the distribution of payments; if required, see Articles 22 and 32)
- (iii) distribute the payments received from the granting authority to the other beneficiaries without unjustified delay (see Article 22).

The coordinator may not delegate or subcontract the above-mentioned tasks to any other beneficiary or third party (including affiliated entities).

However, coordinators which are public bodies may delegate the tasks set out in Point (b)(ii) last indent and (iii) above to entities with ‘authorisation to administer’ which they have created or which are controlled by or affiliated to them. In this case, the coordinator retains sole responsibility for the payments and for compliance with the obligations under the Agreement.



Moreover, coordinators which are ‘sole beneficiaries’¹² (or similar, such as European research infrastructure consortia (ERICs)) may delegate the tasks set out in Point (b)(i) to (iii) above to one of their members. The coordinator retains sole responsibility for compliance with the obligations under the Agreement.

The beneficiaries must have **internal arrangements** regarding their operation and co-ordination, to ensure that the action is implemented properly.

If required by the granting authority (see Data Sheet, Point 1), these arrangements must be set out in a written **consortium agreement** between the beneficiaries, covering for instance:

- the internal organisation of the consortium
- the management of access to the Portal
- different distribution keys for the payments and financial responsibilities in case of recoveries (if any)
- additional rules on rights and obligations related to background and results (see Article 16)
- settlement of internal disputes
- liability, indemnification and confidentiality arrangements between the beneficiaries.

The internal arrangements must not contain any provision contrary to this Agreement.

ARTICLE 8 — AFFILIATED ENTITIES

Not applicable

ARTICLE 9 — OTHER PARTICIPANTS INVOLVED IN THE ACTION

9.1 Associated partners

The following entities which cooperate with a beneficiary will participate in the action as ‘associated partners’:

- **NORTHEASTERN UNIVERSITY (NU)**, PIC 998448064

Associated partners must implement the action tasks attributed to them in Annex 1 in accordance with Article 11. They may not charge contributions to the action (no unit contributions) and the costs for their tasks are not eligible.

The tasks must be set out in Annex 1.

The beneficiaries must ensure that their contractual obligations under Articles 11 (proper implementation), 12 (conflict of interests), 13 (confidentiality and security), 14 (ethics), 17.2

¹² For the definition, see Article 187(2) EU Financial Regulation 2018/1046: “Where several entities satisfy the criteria for being awarded a grant and together form one entity, that entity may be treated as the **sole beneficiary**, including where it is specifically established for the purpose of implementing the action financed by the grant.”

(visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping) also apply to the associated partners.

The beneficiaries must ensure that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the associated partners.

9.2 Third parties giving in-kind contributions to the action

Other third parties may give in-kind contributions to the action (i.e. personnel, equipment, other goods, works and services, etc. which are free-of-charge) if necessary for the implementation.

Third parties giving in-kind contributions do not implement any action tasks. They may not charge contributions to the action (no unit contributions) and their costs are considered entirely covered by the unit contributions paid to the beneficiaries.

The third parties and their in-kind contributions should be set out in Annex 1.

9.3 Subcontractors

Subcontractors may participate in the action, if necessary for the implementation.

Subcontractors must implement their action tasks in accordance with Article 11. The beneficiaries' costs for subcontracting are considered entirely covered by the unit contributions (irrespective of the actual subcontracting costs incurred, if any).

The beneficiaries must ensure that their contractual obligations under Articles 11 (proper implementation), 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping) also apply to the subcontractors.

The beneficiaries must ensure that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the subcontractors.

9.4 Recipients of financial support to third parties

If the action includes providing financial support to third parties (e.g. grants, prizes or similar forms of support), the beneficiaries must ensure that their contractual obligations under Articles 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping) also apply to the third parties receiving the support (recipients).

The beneficiaries must also ensure that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the recipients.

ARTICLE 10 — PARTICIPANTS WITH SPECIAL STATUS

10.1 Non-EU participants

Participants which are established in a non-EU country (if any) undertake to comply with their obligations under the Agreement and:

- to respect general principles (including fundamental rights, values and ethical principles,

environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)

- for the submission of certificates under Article 24: to use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC¹³
- for the controls under Article 25: to allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the bodies mentioned in that Article (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.).

Special rules on dispute settlement apply (see Data Sheet, Point 5).

10.2 Participants which are international organisations

Participants which are international organisations (IOs; if any) undertake to comply with their obligations under the Agreement and:

- to respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- for the submission of certificates under Article 24: to use either independent public officers or external auditors which comply with comparable standards as those set out in EU Directive 2006/43/EC
- for the controls under Article 25: to allow for the checks, reviews, audits and investigations by the bodies mentioned in that Article, taking into account the specific agreements concluded by them and the EU (if any).

For such participants, nothing in the Agreement will be interpreted as a waiver of their privileges or immunities, as accorded by their constituent documents or international law.

Special rules on applicable law and dispute settlement apply (see Article 43 and Data Sheet, Point 5).

10.3 Pillar-assessed participants

Pillar-assessed participants (if any) may rely on their own systems, rules and procedures, in so far as they have been positively assessed and do not call into question the decision awarding the grant or breach the principle of equal treatment of applicants or beneficiaries.

‘Pillar-assessment’ means a review by the European Commission on the systems, rules and procedures which participants use for managing EU grants (in particular internal control system, accounting system, external audits, financing of third parties, rules on recovery and exclusion, information on recipients and protection of personal data; see Article 154 EU Financial Regulation 2018/1046).

Participants with a positive pillar assessment may rely on their own systems, rules and procedures, in particular for:

¹³ Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts or similar national regulations (OJ L 157, 9.6.2006, p. 87).

- record-keeping (Article 20): may be done in accordance with internal standards, rules and procedures
- currency conversion for financial statements (Article 21): may be done in accordance with usual accounting practices
- guarantees (Article 23): for public law bodies, prefinancing guarantees are not needed
- certificates (Article 24):
 - certificates on the financial statements (CFS): may be provided by their regular internal or external auditors and in accordance with their internal financial regulations and procedures
 - certificates on usual accounting practices (CoMUC): are not needed if those practices are covered by an ex-ante assessment

and use the following specific rules, for:

- recoveries (Article 22): in case of financial support to third parties, there will be no recovery if the participant has done everything possible to retrieve the undue amounts from the third party receiving the support (including legal proceedings) and non-recovery is not due to an error or negligence on its part
- checks, reviews, audits and investigations by the EU (Article 25): will be conducted taking into account the rules and procedures specifically agreed between them and the framework agreement (if any)
- impact evaluation (Article 26): will be conducted in accordance with the participant's internal rules and procedures and the framework agreement (if any)
- grant agreement suspension (Article 31): certain costs incurred during grant suspension are eligible (notably, minimum costs necessary for a possible resumption of the action and costs relating to contracts which were entered into before the pre-information letter was received and which could not reasonably be suspended, reallocated or terminated on legal grounds)
- grant agreement termination (Article 32): the final grant amount and final payment will be calculated taking into account also costs relating to contracts due for execution only after termination takes effect, if the contract was entered into before the pre-information letter was received and could not reasonably be terminated on legal grounds
- liability for damages (Article 33.2): the granting authority must be compensated for damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement only if the damage is due to an infringement of the participant's internal rules and procedures or due to a violation of third parties' rights by the participant or one of its employees or individual for whom the employees are responsible.

Participants whose pillar assessment covers procurement and granting procedures may also do purchases, subcontracting and financial support to third parties (Article 6.2) in accordance with their internal rules and procedures for purchases, subcontracting and financial support.

Participants whose pillar assessment covers data protection rules may rely on their internal standards, rules and procedures for data protection (Article 15).

The participants may however not rely on provisions which would breach the principle of equal treatment of applicants or beneficiaries or call into question the decision awarding the grant, such as in particular:

- eligibility (Article 6)
- consortium roles and set-up (Articles 7-9)
- security and ethics (Articles 13, 14)
- IPR (including background and results, access rights and rights of use), communication, dissemination and visibility (Articles 16 and 17)
- information obligation (Article 19)
- payment, reporting and amendments (Articles 21, 22 and 39)
- rejections, reductions, suspensions and terminations (Articles 27, 28, 29-32)

If the pillar assessment was subject to remedial measures, reliance on the internal systems, rules and procedures is subject to compliance with those remedial measures.

Participants whose assessment has not yet been updated to cover (the new rules on) data protection may rely on their internal systems, rules and procedures, provided that they ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subject
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the personal data.

Participants must inform the coordinator without delay of any changes to the systems, rules and procedures that were part of the pillar assessment. The coordinator must immediately inform the granting authority.

Pillar-assessed participants that have also concluded a framework agreement with the EU, may moreover — under the same conditions as those above (i.e. not call into question the decision awarding the grant or breach the principle of equal treatment of applicants or beneficiaries) — rely on the provisions set out in that framework agreement.

SECTION 2 RULES FOR CARRYING OUT THE ACTION

ARTICLE 11 — PROPER IMPLEMENTATION OF THE ACTION

11.1 Obligation to properly implement the action

The beneficiaries must implement the action as described in Annex 1 and in compliance with the provisions of the Agreement, the call conditions and all legal obligations under applicable EU, international and national law.

11.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 12 — CONFLICT OF INTERESTS

12.1 Conflict of interests

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').

They must formally notify the granting authority without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The granting authority may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

12.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28) and the grant or the beneficiary may be terminated (see Article 32).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 13 — CONFIDENTIALITY AND SECURITY

13.1 Sensitive information

The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') — during the implementation of the action and for at least until the time-limit set out in the Data Sheet (see Point 6).

If a beneficiary requests, the granting authority may agree to keep such information confidential for a longer period.

Unless otherwise agreed between the parties, they may use sensitive information only to implement the Agreement.

The beneficiaries may disclose sensitive information to their personnel or other participants involved in the action only if they:

- (a) need to know it in order to implement the Agreement and
- (b) are bound by an obligation of confidentiality.

The granting authority may disclose sensitive information to its staff and to other EU institutions and bodies.

It may moreover disclose sensitive information to third parties, if:

- (a) this is necessary to implement the Agreement or safeguard the EU financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party
- (b) the information becomes publicly available, without breaching any confidentiality obligation
- (c) the disclosure of the sensitive information is required by EU, international or national law.

Specific confidentiality rules (if any) are set out in Annex 5.

13.2 Classified information

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444¹⁴ and its implementing rules).

Deliverables which contain classified information must be submitted according to special procedures agreed with the granting authority.

Action tasks involving classified information may be subcontracted only after explicit approval (in writing) from the granting authority.

Classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the granting authority.

Specific security rules (if any) are set out in Annex 5.

13.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

¹⁴ Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 14 — ETHICS AND VALUES

14.1 Ethics

The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

Specific ethics rules (if any) are set out in Annex 5.

14.2 Values

The beneficiaries must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

Specific rules on values (if any) are set out in Annex 5.

14.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 15 — DATA PROTECTION

15.1 Data processing by the granting authority

Any personal data under the Agreement will be processed under the responsibility of the data controller of the granting authority in accordance with and for the purposes set out in the Portal Privacy Statement.

For grants where the granting authority is the European Commission, an EU regulatory or executive agency, joint undertaking or other EU body, the processing will be subject to Regulation 2018/1725¹⁵.

15.2 Data processing by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679¹⁶).

They must ensure that personal data is:

¹⁵ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

¹⁶ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('GDPR') (OJ L 119, 4.5.2016, p. 1).

- processed lawfully, fairly and in a transparent manner in relation to the data subjects
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the data.

The beneficiaries may grant their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the Agreement. The beneficiaries must ensure that the personnel is under a confidentiality obligation.

The beneficiaries must inform the persons whose data are transferred to the granting authority and provide them with the Portal Privacy Statement.

15.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 16 — INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE

16.1 Background and access rights to background

The beneficiaries must give each other and the other participants access to the background identified as needed for implementing the action, subject to any specific rules in Annex 5.

‘Background’ means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is:

- (a) held by the beneficiaries before they acceded to the Agreement and
- (b) needed to implement the action or exploit the results.

If background is subject to rights of a third party, the beneficiary concerned must ensure that it is able to comply with its obligations under the Agreement.

16.2 Ownership of results

The granting authority does not obtain ownership of the results produced under the action.

‘Results’ means any tangible or intangible effect of the action, such as data, know-how or information,

whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

16.3 Rights of use of the granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes

The granting authority has the right to use non-sensitive information relating to the action and materials and documents received from the beneficiaries (notably summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for policy, information, communication, dissemination and publicity purposes — during the action or afterwards.

The right to use the beneficiaries' materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable licence, which includes the following rights:

- (a) **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)
- (c) **editing or redrafting** (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)
- (d) **translation**
- (e) **storage** in paper, electronic or other form
- (f) **archiving**, in line with applicable document-management rules
- (g) the right to authorise **third parties** to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority
- (h) **processing**, analysing, aggregating the materials, documents and information received and **producing derivative works**.

The rights of use are granted for the whole duration of the industrial or intellectual property rights concerned.

If materials or documents are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the beneficiaries must ensure that they comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

Where applicable, the granting authority will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the [name of granting authority] under conditions.”

16.4 Specific rules on IPR, results and background

Specific rules regarding intellectual property rights, results and background (if any) are set out in Annex 5.

16.5 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such a breach may also lead to other measures described in Chapter 5.

ARTICLE 17 — COMMUNICATION, DISSEMINATION AND VISIBILITY

17.1 Communication — Dissemination — Promoting the action

Unless otherwise agreed with the granting authority, the beneficiaries must promote the action and its results by providing targeted information to multiple audiences (including the media and the public), in accordance with Annex 1 and in a strategic, coherent and effective manner.

Before engaging in a communication or dissemination activity expected to have a major media impact, the beneficiaries must inform the granting authority.

17.2 Visibility — European flag and funding statement

Unless otherwise agreed with the granting authority, communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):



Funded by the
European Union



Co-funded by the
European Union



Funded by the
European Union



Co-funded by the
European Union

The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.

Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

17.3 Quality of information — Disclaimer

Any communication or dissemination activity related to the action must use factually accurate information.

Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them.”

17.4 Specific communication, dissemination and visibility rules

Specific communication, dissemination and visibility rules (if any) are set out in Annex 5.

17.5 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 18 — SPECIFIC RULES FOR CARRYING OUT THE ACTION

18.1 Specific rules for carrying out the action

Specific rules for implementing the action (if any) are set out in Annex 5.

18.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such a breach may also lead to other measures described in Chapter 5.

SECTION 3 GRANT ADMINISTRATION

ARTICLE 19 — GENERAL INFORMATION OBLIGATIONS

19.1 Information requests

The beneficiaries must provide — during the action or afterwards and in accordance with Article 7 — any information requested in order to verify eligibility of the unit contributions declared, proper implementation of the action and compliance with the other obligations under the Agreement.

The information provided must be accurate, precise and complete and in the format requested, including electronic format.

19.2 Participant Register data updates

The beneficiaries must keep — at all times, during the action or afterwards — their information stored in the Portal Participant Register up to date, in particular, their name, address, legal representatives, legal form and organisation type.

19.3 Information about events and circumstances which impact the action

The beneficiaries must immediately inform the granting authority (and the other beneficiaries) of any of the following:

- (a) **events** which are likely to affect or delay the implementation of the action or affect the EU's financial interests, in particular:
 - (i) changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before grant signature)
 - (ii) linked action information: not applicable
- (b) **circumstances** affecting:
 - (i) the decision to award the grant or
 - (ii) compliance with requirements under the Agreement.

19.4 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 20 — RECORD-KEEPING

20.1 Keeping records and supporting documents

The beneficiaries must — at least until the time-limit set out in the Data Sheet (see Point 6) — keep records and other supporting documents to prove the proper implementation of the action in line with the accepted standards in the respective field (if any).

In addition, the beneficiaries must — for the same period — keep adequate records and supporting documents to prove the number of units declared; beneficiaries do not need to keep specific records on the actual costs incurred.

The records and supporting documents must be made available upon request (see Article 19) or in the context of checks, reviews, audits or investigations (see Article 25).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Article 25), the beneficiaries must keep these records and other supporting documentation until the end of these procedures.

The beneficiaries must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The granting authority may accept non-original documents if they offer a comparable level of assurance.

20.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, unit contributions insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 21 — REPORTING

21.1 Continuous reporting

The beneficiaries must continuously report on the progress of the action (e.g. **deliverables, milestones, outputs/outcomes, critical risks, indicators**, etc; if any), in the Portal Continuous Reporting tool and in accordance with the timing and conditions it sets out (as agreed with the granting authority).

Standardised deliverables (e.g. progress reports not linked to payments, reports on cumulative expenditure, special reports, etc; if any) must be submitted using the templates published on the Portal.

21.2 Periodic reporting: Technical reports and financial statements

In addition, the beneficiaries must provide reports to request payments, in accordance with the schedule and modalities set out in the Data Sheet (see Point 4.2):

- for additional prefinancings (if any): an **additional prefinancing report**
- for interim payments (if any) and the final payment: a **periodic report**.

The prefinancing and periodic reports include a technical and financial part.

The technical part includes an overview of the action implementation. It must be prepared using the template available in the Portal Periodic Reporting tool.

The financial part of the additional prefinancing report includes a statement on the use of the previous prefinancing payment.

The financial part of the periodic report includes:

- the financial statements (individual and consolidated; for all beneficiaries/affiliated entities)
- the explanation on the use of resources (or detailed cost reporting table, if required)
- the certificates on the financial statements (CFS): not applicable.

The **financial statements** must detail the contributions for the units implemented in the reporting period.

Unit contributions which are not declared in a financial statement will not be taken into account by the granting authority.

By signing the financial statements (directly in the Portal Periodic Reporting tool), the beneficiaries confirm that:

- the information provided is complete, reliable and true
- the unit contributions declared are eligible (see Article 6)
- the contributions can be substantiated by adequate records and supporting documents (see Article 20) that will be produced upon request (see Article 19) or in the context of checks, reviews, audits and investigations (see Article 25)

Beneficiaries will have to submit also the financial statements of their affiliated entities (if any). In case of recoveries (see Article 22), beneficiaries will be held responsible also for the financial statements of their affiliated entities.

21.3 Currency for financial statements and conversion into euros

The financial statements must be drafted in euro.

21.4 Reporting language

The reporting must be in the language of the Agreement, unless otherwise agreed with the granting authority (see Data Sheet, Point 4.2).

21.5 Consequences of non-compliance

If a report submitted does not comply with this Article, the granting authority may suspend the payment deadline (see Article 29) and apply other measures described in Chapter 5.

If the coordinator breaches its reporting obligations, the granting authority may terminate the grant or the coordinator's participation (see Article 32) or apply other measures described in Chapter 5.

ARTICLE 22 — PAYMENTS AND RECOVERIES — CALCULATION OF AMOUNTS DUE

22.1 Payments and payment arrangements

Payments will be made in accordance with the schedule and modalities set out in the Data Sheet (see Point 4.2).

They will be made in euro to the bank account indicated by the coordinator (see Data Sheet, Point 4.2) and must be distributed without unjustified delay (restrictions may apply to distribution of the initial prefinancing payment; see Data Sheet, Point 4.2).

Payments to this bank account will discharge the granting authority from its payment obligation.

The cost of payment transfers will be borne as follows:

- the granting authority bears the cost of transfers charged by its bank
- the beneficiary bears the cost of transfers charged by its bank
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

Payments by the granting authority will be considered to have been carried out on the date when they are debited to its account.

22.2 Recoveries

Recoveries will be made, if — at beneficiary termination, final payment or afterwards — it turns out that the granting authority has paid too much and needs to recover the amounts undue.

Each beneficiary's financial responsibility in case of recovery is in principle limited to their own debt and undue amounts of their affiliated entities.

In case of enforced recoveries (see Article 22.4), affiliated entities will be held liable for repaying debts of their beneficiaries, if required by the granting authority (see Data Sheet, Point 4.4).

22.3 Amounts due

22.3.1 Prefinancing payments

The aim of the prefinancing is to provide the beneficiaries with a float.

It remains the property of the EU until the final payment.

For **initial prefinancings** (if any), the amount due, schedule and modalities are set out in the Data Sheet (see Point 4.2).

For **additional prefinancings** (if any), the amount due, schedule and modalities are also set out in the Data Sheet (see Point 4.2). However, if the statement on the use of the previous prefinancing payment shows that less than 70% was used, the amount set out in the Data Sheet will be reduced by the difference between the 70% threshold and the amount used.

The contribution to the Mutual Insurance Mechanism will be retained from the prefinancing payments

(at the rate and in accordance with the modalities set out in the Data Sheet, see Point 4.2) and transferred to the Mechanism.

Prefinancing payments (or parts of them) may be offset (without the beneficiaries' consent) against amounts owed by a beneficiary to the granting authority — up to the amount due to that beneficiary.

For grants where the granting authority is the European Commission or an EU executive agency, offsetting may also be done against amounts owed to other Commission services or executive agencies.

Payments will not be made if the payment deadline or payments are suspended (see Articles 29 and 30).

22.3.2 Amount due at beneficiary termination — Recovery

At beneficiary termination there will be no payment, but the grant must be provisionally closed for the beneficiary which leaves the consortium (and the affiliated entities which had to end their participation together with the beneficiary, if any).

Payments (if any) will be made with the next interim or final payment.

The **amount due** will be calculated in the following step:

Step 1 — Calculation of the total accepted EU contribution

Step 1 — Calculation of the total accepted EU contribution

The granting authority will first calculate the 'accepted EU contribution' for the beneficiary for all reporting periods, by calculating the unit contributions for the accepted units.

After that, the granting authority will take into account grant reductions (if any). The resulting amount is the 'total accepted EU contribution' for the beneficiary.

The **balance** is then calculated by deducting the payments received (if any; see report on the distribution of payments in Article 32), from the total accepted EU contribution:

$$\begin{aligned} & \{ \text{total accepted EU contribution for the beneficiary} \\ & \text{minus} \\ & \{ \text{prefinancing and interim payments received (if any)} \} \}. \end{aligned}$$

If the balance is **positive**, the amount will be included in the next interim or final payment to the consortium.

If the balance is **negative**, it will be **recovered** in accordance with the following procedure:

The granting authority will send a **pre-information letter** to the beneficiary concerned:

- formally notifying the intention to recover, the amount due, the amount to be recovered and the reasons why and
- requesting observations within 30 days of receiving notification.

If no observations are submitted (or the granting authority decides to pursue recovery despite the observations it has received), it will confirm the amount to be recovered and ask this amount to be paid to the coordinator (**confirmation letter**).

If payment is not made to the coordinator by the date specified in the confirmation letter, the granting authority may call on the Mutual Insurance Mechanism to intervene, if continuation of the action is guaranteed and the conditions set out in the rules governing the Mechanism are met.

In this case, it will send a **beneficiary recovery letter**, together with a **debit note** with the terms and date for payment.

The debit note for the beneficiary will include the amount calculated for the affiliated entities which also had to end their participation (if any).

If payment is not made by the date specified in the debit note, the granting authority will **enforce recovery** in accordance with Article 22.4.

The amounts will later on also be taken into account for the next interim or final payment.

22.3.3 Interim payments

Interim payments reimburse the eligible contributions claimed for the units implemented during the reporting periods (if any).

Interim payments (if any) will be made in accordance with the schedule and modalities set out the Data Sheet (see Point 4.2).

Payment is subject to the approval of the periodic report. Its approval does not imply recognition of compliance, authenticity, completeness or correctness of its content.

The **interim payment** will be calculated by the granting authority in the following steps:

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the interim payment ceiling

Step 1 — Calculation of the total accepted EU contribution

The granting authority will first calculate the ‘accepted EU contribution’ for the action for the reporting period, by calculating the unit contributions for the accepted units.

After that, the granting authority will take into account grant reductions from beneficiary termination (if any). The resulting amount is the ‘total accepted EU contribution’.

Step 2 — Limit to the interim payment ceiling

The resulting amount is then capped to ensure that the total amount of prefinancing and interim payments (if any) does not exceed the interim payment ceiling set out in the Data Sheet (see Point 4.2).

Interim payments (or parts of them) may be offset (without the beneficiaries’ consent) against amounts owed by a beneficiary to the granting authority — up to the amount due to that beneficiary.

For grants where the granting authority is the European Commission or an EU executive agency,



offsetting may also be done against amounts owed to other Commission services or executive agencies.

Payments will not be made if the payment deadline or payments are suspended (see Articles 29 and 30).

22.3.4 Final payment — Final grant amount — Revenues and Profit — Recovery

The final payment (payment of the balance) reimburses the eligible contributions claimed for the remaining units implemented (if any).

The final payment will be made in accordance with the schedule and modalities set out in the Data Sheet (see Point 4.2).

Payment is subject to the approval of the final periodic report. Its approval does not imply recognition of compliance, authenticity, completeness or correctness of its content.

The **final grant amount for the action** will be calculated in the following steps:

Step 1 — Calculation of the total accepted EU contribution

Step 2 — Limit to the maximum grant amount

Step 3 — Reduction due to the no-profit rule

Step 1 — Calculation of the total accepted EU contribution

The granting authority will first calculate the ‘accepted EU contribution’ for the action for all reporting periods, by calculating the unit contributions for the accepted units.

After that, the granting authority will take into account grant reductions (if any). The resulting amount is the ‘total accepted EU contribution’.

Step 2 — Limit to the maximum grant amount

If the resulting amount is higher than the maximum grant amount set out in Article 5.2, it will be limited to the latter.

Step 3 — Reduction due to the no-profit rule

Not applicable

The **balance** (final payment) is then calculated by deducting the total amount of prefinancing and interim payments already made (if any), from the final grant amount:

$$\begin{aligned} &\{\text{final grant amount} \\ &\text{minus} \\ &\{\text{prefinancing and interim payments made (if any)}\}\}. \end{aligned}$$

If the balance is **positive**, it will be **paid** to the coordinator.

The amount retained for the Mutual Insurance Mechanism (see above) will be released and **paid** to the coordinator (in accordance with the rules governing the Mechanism).

The final payment (or part of it) may be offset (without the beneficiaries' consent) against amounts owed by a beneficiary to the granting authority — up to the amount due to that beneficiary.

For grants where the granting authority is the European Commission or an EU executive agency, offsetting may also be done against amounts owed to other Commission services or executive agencies.

Payments will not be made if the payment deadline or payments are suspended (see Articles 29 and 30).

If — despite the release of the Mutual Insurance Mechanism contribution — the balance is **negative**, it will be **recovered** in accordance with the following procedure:

The granting authority will send a **pre-information letter** to the coordinator:

- formally notifying the intention to recover, the final grant amount, the amount to be recovered and the reasons why
- requesting a report on the distribution of payments to the beneficiaries within 30 days of receiving notification and
- requesting observations within 30 days of receiving notification.

If no observations are submitted (or the granting authority decides to pursue recovery despite the observations it has received) and the coordinator has submitted the report on the distribution of payments, it will calculate the **share of the debt per beneficiary**, by:

- (a) identifying the beneficiaries for which the amount calculated as follows is negative:

$$\left\{ \left\{ \begin{array}{l} \text{total accepted EU contribution for the beneficiary} \\ \text{divided by} \\ \text{total accepted EU contribution for the action} \end{array} \right\} \times \left\{ \begin{array}{l} \text{final grant amount for the action} \\ \text{minus} \\ \text{prefinancing and interim payments received by the beneficiary (if any)} \end{array} \right\} \right\}$$

and

- (b) dividing the debt:

$$\left\{ \begin{array}{l} \text{amount calculated according to point (a) for the beneficiary concerned} \\ \text{divided by} \\ \text{the sum of the amounts calculated according to point (a) for all the beneficiaries identified according to point (a)} \end{array} \right\}$$

multiplied by

the amount to be recovered}.

and confirm the amount to be recovered from each beneficiary concerned (**confirmation letter**), together with **debit notes** with the terms and date for payment.

The debit notes for beneficiaries will include the amounts calculated for their affiliated entities (if any).

If the coordinator has not submitted the report on the distribution of payments, the granting authority will **recover** the full amount from the coordinator (**confirmation letter** and **debit note** with the terms and date for payment).

If payment is not made by the date specified in the debit note, the granting authority will **enforce recovery** in accordance with Article 22.4.

22.3.5 Audit implementation after final payment — Revised final grant amount — Recovery

If — after the final payment (in particular, after checks, reviews, audits or investigations; see Article 25) — the granting authority rejects unit contributions (see Article 27) or reduces the grant (see Article 28), it will calculate the **revised final grant amount** for the beneficiary concerned.

The **beneficiary revised final grant amount** will be calculated in the following step:

Step 1 — Calculation of the revised total accepted EU contribution

Step 1 — Calculation of the revised total accepted EU contribution

The granting authority will first calculate the ‘revised accepted EU contribution’ for the beneficiary, by calculating the ‘revised accepted contributions’.

After that, it will take into account grant reductions (if any). The resulting ‘revised total accepted EU contribution’ is the beneficiary revised final grant amount.

If the revised final grant amount is lower than the beneficiary’s final grant amount (i.e. its share in the final grant amount for the action), it will be **recovered** in accordance with the following procedure:

The **beneficiary final grant amount** (i.e. share in the final grant amount for the action) is calculated as follows:

$$\left\{ \begin{array}{l} \{ \text{total accepted EU contribution for the beneficiary} \\ \text{divided by} \\ \text{total accepted EU contribution for the action} \} \\ \text{multiplied by} \\ \text{final grant amount for the action} \} \end{array} \right\}.$$

The granting authority will send a **pre-information letter** to the beneficiary concerned:

- formally notifying the intention to recover, the amount to be recovered and the reasons why and
- requesting observations within 30 days of receiving notification.

If no observations are submitted (or the granting authority decides to pursue recovery despite the observations it has received), it will confirm the amount to be recovered (**confirmation letter**), together with a **debit note** with the terms and the date for payment.

Recoveries against affiliated entities (if any) will be handled through their beneficiaries.

If payment is not made by the date specified in the debit note, the granting authority will **enforce recovery** in accordance with Article 22.4.

22.4 Enforced recovery

If payment is not made by the date specified in the debit note, the amount due will be recovered:

- (a) by offsetting the amount — without the coordinator or beneficiary's consent — against any amounts owed to the coordinator or beneficiary by the granting authority.

In exceptional circumstances, to safeguard the EU financial interests, the amount may be offset before the payment date specified in the debit note.

For grants where the granting authority is the European Commission or an EU executive agency, debts may also be offset against amounts owed by other Commission services or executive agencies.

- (b) financial guarantee(s): not applicable
- (c) joint and several liability of beneficiaries: not applicable
- (d) by holding affiliated entities jointly and severally liable (if any, see Data Sheet, Point 4.4)
- (e) by taking legal action (see Article 43) or, provided that the granting authority is the European Commission or an EU executive agency, by adopting an enforceable decision under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 100(2) of EU Financial Regulation 2018/1046.

If the Mutual Insurance Mechanism was called on by the granting authority to intervene, recovery will be continued in the name of the Mutual Insurance Mechanism. If two debit notes were sent, the second one (in the name of the Mutual Insurance Mechanism) will be considered to replace the first one (in the name of the granting authority). Where the MIM intervened, offsetting, enforceable decisions or any other of the above-mentioned forms of enforced recovery may be used *mutatis mutandis*.

The amount to be recovered will be increased by **late-payment interest** at the rate set out in Article 22.5, from the day following the payment date in the debit note, up to and including the date the full payment is received.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2015/2366¹⁷ applies.

¹⁷ Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment

For grants where the granting authority is an EU executive agency, enforced recovery by offsetting or enforceable decision will be done by the services of the European Commission (see also Article 43).

22.5 Consequences of non-compliance

22.5.1 If the granting authority does not pay within the payment deadlines (see above), the beneficiaries are entitled to **late-payment interest** at the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('reference rate'), plus the rate specified in the Data Sheet (Point 4.2). The reference rate is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

If the late-payment interest is lower than or equal to EUR 200, it will be paid to the coordinator only on request submitted within two months of receiving the late payment.

Late-payment interest is not due if all beneficiaries are EU Member States (including regional and local government authorities or other public bodies acting on behalf of a Member State for the purpose of this Agreement).

If payments or the payment deadline are suspended (see Articles 29 and 30), payment will not be considered as late.

Late-payment interest covers the period running from the day following the due date for payment (see above), up to and including the date of payment.

Late-payment interest is not considered for the purposes of calculating the final grant amount.

22.5.2 If the coordinator breaches any of its obligations under this Article, the grant may be reduced (see Article 28) and the grant or the coordinator may be terminated (see Article 32).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 23 — GUARANTEES

Not applicable

ARTICLE 24 — CERTIFICATES

Not applicable

ARTICLE 25 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

25.1 Granting authority checks, reviews and audits

25.1.1 Internal checks

The granting authority may — during the action or afterwards — check the proper implementation

services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC (OJ L 337, 23.12.2015, p. 35).

of the action and compliance with the obligations under the Agreement, including assessing unit contributions, deliverables and reports.

25.1.2 Project reviews

The granting authority may carry out reviews on the proper implementation of the action and compliance with the obligations under the Agreement (general project reviews or specific issues reviews).

Such project reviews may be started during the implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the coordinator or beneficiary concerned and will be considered to start on the date of the notification.

If needed, the granting authority may be assisted by independent, outside experts. If it uses outside experts, the coordinator or beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

The coordinator or beneficiary concerned must cooperate diligently and provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The granting authority may request beneficiaries to provide such information to it directly. Sensitive information and documents will be treated in accordance with Article 13.

The coordinator or beneficiary concerned may be requested to participate in meetings, including with the outside experts.

For **on-the-spot visits**, the beneficiary concerned must allow access to sites and premises (including to the outside experts) and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a **project review report** will be drawn up.

The granting authority will formally notify the project review report to the coordinator or beneficiary concerned, which has 30 days from receiving notification to make observations.

Project reviews (including project review reports) will be in the language of the Agreement, unless otherwise agreed with the granting authority (see Data Sheet, Point 4.2).

25.1.3 Audits

The granting authority may carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Such audits may be started during the implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the beneficiary concerned and will be considered to start on the date of the notification.

The granting authority may use its own audit service, delegate audits to a centralised service or use external audit firms. If it uses an external firm, the beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

The beneficiary concerned must cooperate diligently and provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. Sensitive information and documents will be treated in accordance with Article 13.

For **on-the-spot** visits, the beneficiary concerned must allow access to sites and premises (including for the external audit firm) and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a **draft audit report** will be drawn up.

The auditors will formally notify the draft audit report to the beneficiary concerned, which has 30 days from receiving notification to make observations (contradictory audit procedure).

The **final audit report** will take into account observations by the beneficiary concerned and will be formally notified to them.

Audits (including audit reports) will be in the language of the Agreement, unless otherwise agreed with the granting authority (see Data Sheet, Point 4.2).

25.2 European Commission checks, reviews and audits in grants of other granting authorities

Where the granting authority is not the European Commission, the latter has the same rights of checks, reviews and audits as the granting authority.

25.3 Access to records for assessing simplified forms of funding

The beneficiaries must give the European Commission access to their statutory records for the periodic assessment of simplified forms of funding which are used in EU programmes.

25.4 OLAF, EPPO and ECA audits and investigations

The following bodies may also carry out checks, reviews, audits and investigations — during the action or afterwards:

- the European Anti-Fraud Office (OLAF) under Regulations No 883/2013¹⁸ and No 2185/96¹⁹
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

¹⁸ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18/09/2013, p. 1).

¹⁹ Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15/11/1996, p. 2).

If requested by these bodies, the beneficiary concerned must provide full, accurate and complete information in the format requested (including complete accounts, individual salary statements or other personal data, including in electronic format) and allow access to sites and premises for on-the-spot visits or inspections — as provided for under these Regulations.

To this end, the beneficiary concerned must keep all relevant information relating to the action, at least until the time-limit set out in the Data Sheet (Point 6) and, in any case, until any ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims have been concluded.

25.5 Consequences of checks, reviews, audits and investigations — Extension of results of reviews, audits or investigations

25.5.1 Consequences of checks, reviews, audits and investigations in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to rejections (see Article 27), grant reduction (see Article 28) or other measures described in Chapter 5.

Rejections or grant reductions after the final payment will lead to a revised final grant amount (see Article 22).

Findings in checks, reviews, audits or investigations during the action implementation may lead to a request for amendment (see Article 39), to change the description of the action set out in Annex 1.

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations in any EU grant may also lead to consequences in other EU grants awarded under similar conditions ('extension to other grants').

Moreover, findings arising from an OLAF or EPPO investigation may lead to criminal prosecution under national law.

25.5.2 Extension from other grants

Results of checks, reviews, audits or investigations in other grants may be extended to this grant, if:

- (a) the beneficiary concerned is found, in other EU grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- (b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — within the time-limit for audits set out in the Data Sheet (see Point 6).

The granting authority will formally notify the beneficiary concerned of the intention to extend the findings and the list of grants affected.

If the extension concerns **rejections of unit contributions**: the notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings
- (b) the request to submit revised financial statements for all grants affected
- (c) the correction rate for extrapolation, established on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected, if the beneficiary concerned:

- (i) considers that the submission of revised financial statements is not possible or practicable or
- (ii) does not submit revised financial statements.

If the extension concerns **grant reductions**: the notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and
- (b) the **correction rate for extrapolation**, established on the basis of the systemic or recurrent errors and the principle of proportionality.

The beneficiary concerned has **60 days** from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method/rate**.

On the basis of this, the granting authority will analyse the impact and decide on the implementation (i.e. start rejection or grant reduction procedures, either on the basis of the revised financial statements or the announced/alternative method/rate or a mix of those; see Articles 27 and 28).

25.6 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, unit contributions insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 27), and the grant may be reduced (see Article 28).

Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 26 — IMPACT EVALUATIONS

26.1 Impact evaluation

The granting authority may carry out impact evaluations of the action, measured against the objectives and indicators of the EU programme funding the grant.

Such evaluations may be started during implementation of the action and until the time-limit set out in the Data Sheet (see Point 6). They will be formally notified to the coordinator or beneficiaries and will be considered to start on the date of the notification.

If needed, the granting authority may be assisted by independent outside experts.

The coordinator or beneficiaries must provide any information relevant to evaluate the impact of the action, including information in electronic format.

26.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the granting authority may apply the measures described in Chapter 5.

CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE

SECTION 1 REJECTIONS AND GRANT REDUCTION

ARTICLE 27 — REJECTION OF CONTRIBUTIONS

27.1 Conditions

The granting authority will — at beneficiary termination, interim payment, final payment or afterwards — reject any unit contributions which are ineligible (see Article 6), in particular following checks, reviews, audits or investigations (see Article 25).

The rejection may also be based on the extension of findings from other grants to this grant (see Article 25).

Ineligible unit contributions will be rejected.

27.2 Procedure

If the rejection does not lead to a recovery, the granting authority will formally notify the coordinator or beneficiary concerned of the rejection, the amounts and the reasons why. The coordinator or beneficiary concerned may — within 30 days of receiving notification — submit observations if it disagrees with the rejection (payment review procedure).

If the rejection leads to a recovery, the granting authority will follow the contradictory procedure with pre-information letter set out in Article 22.

27.3 Effects

If the granting authority rejects unit contributions, it will deduct them from the contributions declared and then calculate the amount due (and, if needed, make a recovery; see Article 22).

ARTICLE 28 — GRANT REDUCTION

28.1 Conditions

The granting authority may — at beneficiary termination, final payment or afterwards — reduce the grant for a beneficiary, if:

- (a) the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (see Article 25).

The amount of the reduction will be calculated for each beneficiary concerned and proportionate to the seriousness and the duration of the errors, irregularities or fraud or breach of obligations, by applying an individual reduction rate to their accepted EU contribution.

28.2 Procedure

If the grant reduction does not lead to a recovery, the granting authority will formally notify the coordinator or beneficiary concerned of the reduction, the amount to be reduced and the reasons why. The coordinator or beneficiary concerned may — within 30 days of receiving notification — submit observations if it disagrees with the reduction (payment review procedure).

If the grant reduction leads to a recovery, the granting authority will follow the contradictory procedure with pre-information letter set out in Article 22.

28.3 Effects

If the granting authority reduces the grant, it will deduct the reduction and then calculate the amount due (and, if needed, make a recovery; see Article 22).

SECTION 2 SUSPENSION AND TERMINATION

ARTICLE 29 — PAYMENT DEADLINE SUSPENSION

29.1 Conditions

The granting authority may — at any moment — suspend the payment deadline if a payment cannot be processed because:

- (a) the required report (see Article 21) has not been submitted or is not complete or additional information is needed
- (b) there are doubts about the amount to be paid (e.g. ongoing audit extension procedure, queries about eligibility, need for a grant reduction, etc.) and additional checks, reviews, audits or investigations are necessary, or
- (c) there are other issues affecting the EU financial interests.

29.2 Procedure

The granting authority will formally notify the coordinator of the suspension and the reasons why.

The suspension will **take effect** the day the notification is sent.

If the conditions for suspending the payment deadline are no longer met, the suspension will be **lifted** — and the remaining time to pay (see Data Sheet, Point 4.2) will resume.

If the suspension exceeds two months, the coordinator may request the granting authority to confirm if the suspension will continue.

If the payment deadline has been suspended due to the non-compliance of the report and the revised

report is not submitted (or was submitted but is also rejected), the granting authority may also terminate the grant or the participation of the coordinator (see Article 32).

ARTICLE 30 — PAYMENT SUSPENSION

30.1 Conditions

The granting authority may — at any moment — suspend payments, in whole or in part for one or more beneficiaries, if:

- (a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- (b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant.

If payments are suspended for one or more beneficiaries, the granting authority will make partial payment(s) for the part(s) not suspended. If suspension concerns the final payment, the payment (or recovery) of the remaining amount after suspension is lifted will be considered to be the payment that closes the action.

30.2 Procedure

Before suspending payments, the granting authority will send a **pre-information letter** to the beneficiary concerned:

- formally notifying the intention to suspend payments and the reasons why and
- requesting observations within 30 days of receiving notification.

If the granting authority does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the suspension (**confirmation letter**). Otherwise, it will formally notify that the procedure is discontinued.

At the end of the suspension procedure, the granting authority will also inform the coordinator.

The suspension will **take effect** the day after the confirmation notification is sent.

If the conditions for resuming payments are met, the suspension will be **lifted**. The granting authority will formally notify the beneficiary concerned (and the coordinator) and set the suspension end date.

During the suspension, no prefinancing will be paid to the beneficiaries concerned. For interim

payments, the periodic reports for all reporting periods except the last one (see Article 21) must not contain any financial statements from the beneficiary concerned (or its affiliated entities). The coordinator must include them in the next periodic report after the suspension is lifted or — if suspension is not lifted before the end of the action — in the last periodic report.

ARTICLE 31 — GRANT AGREEMENT SUSPENSION

31.1 Consortium-requested GA suspension

31.1.1 Conditions and procedure

The beneficiaries may request the suspension of the grant or any part of it, if exceptional circumstances — in particular *force majeure* (see Article 35) — make implementation impossible or excessively difficult.

The coordinator must submit a request for **amendment** (see Article 39), with:

- the reasons why
- the date the suspension takes effect; this date may be before the date of the submission of the amendment request and
- the expected date of resumption.

The suspension will **take effect** on the day specified in the amendment.

Once circumstances allow for implementation to resume, the coordinator must immediately request another **amendment** of the Agreement to set the suspension end date, the resumption date (one day after suspension end date), extend the duration and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the grant has been terminated (see Article 32). The suspension will be **lifted** with effect from the suspension end date set out in the amendment. This date may be before the date of the submission of the amendment request.

During the suspension, no prefinancing will be paid. Moreover, no units may be implemented. Ongoing units must be interrupted and no new units may be started. Unit contributions for activities implemented during grant suspension are not eligible (see Article 6.3).

31.2 EU-initiated GA suspension

31.2.1 Conditions

The granting authority may suspend the grant or any part of it, if:

- (a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions,

submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or

- (b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant
- (c) other:
 - (i) linked action issues: not applicable
 - (ii) the action has lost its scientific or technological relevance

31.2.2 Procedure

Before suspending the grant, the granting authority will send a **pre-information letter** to the coordinator:

- formally notifying the intention to suspend the grant and the reasons why and
- requesting observations within 30 days of receiving notification.

If the granting authority does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the suspension (**confirmation letter**). Otherwise, it will formally notify that the procedure is discontinued.

The suspension will **take effect** the day after the confirmation notification is sent (or on a later date specified in the notification).

Once the conditions for resuming implementation of the action are met, the granting authority will formally notify the coordinator a **lifting of suspension letter**, in which it will set the suspension end date and invite the coordinator to request an amendment of the Agreement to set the resumption date (one day after suspension end date), extend the duration and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the grant has been terminated (see Article 32). The suspension will be **lifted** with effect from the suspension end date set out in the lifting of suspension letter. This date may be before the date on which the letter is sent.

During the suspension, no prefinancing will be paid. Moreover, no units may be implemented. Ongoing units must be interrupted and no new units may be started. Unit contributions for activities implemented during suspension are not eligible (see Article 6.3).

The beneficiaries may not claim damages due to suspension by the granting authority (see Article 33).

Grant suspension does not affect the granting authority's right to terminate the grant or a beneficiary (see Article 32) or reduce the grant (see Article 28).

ARTICLE 32 — GRANT AGREEMENT OR BENEFICIARY TERMINATION

32.1 Consortium-requested GA termination

32.1.1 Conditions and procedure

The beneficiaries may request the termination of the grant.

The coordinator must submit a request for **amendment** (see Article 39), with:

- the reasons why
- the date the consortium ends work on the action ('end of work date') and
- the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

The termination will **take effect** on the termination date specified in the amendment.

If no reasons are given or if the granting authority considers the reasons do not justify termination, it may consider the grant terminated improperly.

32.1.2 Effects

The coordinator must — within 60 days from when termination takes effect — submit a **periodic report** (for the open reporting period until termination).

The granting authority will calculate the final grant amount and final payment on the basis of the report submitted and taking into account the unit contributions for activities implemented before the end of work date (see Article 22).

If the granting authority does not receive the report within the deadline, only unit contributions which are included in an approved periodic report will be taken into account (no contributions if no periodic report was ever approved).

Improper termination may lead to a grant reduction (see Article 28).

After termination, the beneficiaries' obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

32.2 Consortium-requested beneficiary termination

32.2.1 Conditions and procedure

The coordinator may request the termination of the participation of one or more beneficiaries, on request of the beneficiary concerned or on behalf of the other beneficiaries.

The coordinator must submit a request for **amendment** (see Article 39), with:

- the reasons why
- the opinion of the beneficiary concerned (or proof that this opinion has been requested in writing)
- the date the beneficiary ends work on the action ('end of work date')

- the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

If the termination concerns the coordinator and is done without its agreement, the amendment request must be submitted by another beneficiary (acting on behalf of the consortium).

The termination will **take effect** on the termination date specified in the amendment.

If no information is given or if the granting authority considers that the reasons do not justify termination, it may consider the beneficiary to have been terminated improperly.

32.2.2 Effects

The coordinator must — within 60 days from when termination takes effect — submit:

- (i) a **report on the distribution of payments** to the beneficiary concerned
- (ii) a **termination report** from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, the financial statement and the explanation on the use of resources
- (iii) a second **request for amendment** (see Article 39) with other amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated beneficiary; addition of a new beneficiary to replace the terminated beneficiary; change of coordinator, etc.).

The granting authority will calculate the amount due to the beneficiary on the basis of the report submitted and taking into account the unit contributions for activities implemented before the end of work date (see Article 22).

The information in the termination report must also be included in the periodic report for the next reporting period (see Article 21).

If the granting authority does not receive the termination report within the deadline, only unit contributions which are included in an approved periodic report will be taken into account (no contributions if no periodic report was ever approved).

If the granting authority does not receive the report on the distribution of payments within the deadline, it will consider that:

- the coordinator did not distribute any payment to the beneficiary concerned and that
- the beneficiary concerned must not repay any amount to the coordinator.

If the second request for amendment is accepted by the granting authority, the Agreement is **amended** to introduce the necessary changes (see Article 39).

If the second request for amendment is rejected by the granting authority (because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants), the grant may be terminated (see Article 32).

Improper termination may lead to a reduction of the grant (see Article 31) or grant termination (see Article 32).

After termination, the concerned beneficiary's obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

32.3 EU-initiated GA or beneficiary termination

32.3.1 Conditions

The granting authority may terminate the grant or the participation of one or more beneficiaries, if:

- (a) one or more beneficiaries do not accede to the Agreement (see Article 40)
- (b) a change to the action or the legal, financial, technical, organisational or ownership situation of a beneficiary is likely to substantially affect the implementation of the action or calls into question the decision to award the grant (including changes linked to one of the exclusion grounds listed in the declaration of honour)
- (c) following termination of one or more beneficiaries, the necessary changes to the Agreement (and their impact on the action) would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (d) implementation of the action has become impossible or the changes necessary for its continuation would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (e) a beneficiary (or person with unlimited liability for its debts) is subject to bankruptcy proceedings or similar (including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors, suspension of business activities, etc.)
- (f) a beneficiary (or person with unlimited liability for its debts) is in breach of social security or tax obligations
- (g) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has been found guilty of grave professional misconduct
- (h) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking
- (i) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) was created under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (or created another entity with this purpose)
- (j) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
 - (i) substantial errors, irregularities or fraud or

- (ii) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.)
- (k) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings from other grants to this grant; see Article 25)
- (l) despite a specific request by the granting authority, a beneficiary does not request — through the coordinator — an amendment to the Agreement to end the participation of one of its affiliated entities or associated partners that is in one of the situations under points (d), (f), (e), (g), (h), (i) or (j) and to reallocate its tasks, or
- (m) other:
 - (i) linked action issues: not applicable
 - (ii) the action has lost its scientific or technological relevance

32.3.2 Procedure

Before terminating the grant or participation of one or more beneficiaries, the granting authority will send a **pre-information letter** to the coordinator or beneficiary concerned:

- formally notifying the intention to terminate and the reasons why and
- requesting observations within 30 days of receiving notification.

If the granting authority does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the termination and the date it will take effect (**confirmation letter**). Otherwise, it will formally notify that the procedure is discontinued.

For beneficiary terminations, the granting authority will — at the end of the procedure — also inform the coordinator.

The termination will **take effect** the day after the confirmation notification is sent (or on a later date specified in the notification; ‘termination date’).

32.3.3 Effects

(a) for GA termination:

The coordinator must — within 60 days from when termination takes effect — submit a **periodic report** (for the last open reporting period until termination).

The granting authority will calculate the final grant amount and final payment on the basis of the report submitted (see Article 22). Only units implemented until termination will be accepted.

If the grant is terminated for breach of the obligation to submit reports, the coordinator may not submit any report after termination.

If the granting authority does not receive the report within the deadline, only unit contributions which are included in an approved periodic report will be taken into account (no contributions if no periodic report was ever approved).

Termination does not affect the granting authority's right to reduce the grant (see Article 28) or to impose administrative sanctions (see Article 34).

The beneficiaries may not claim damages due to termination by the granting authority (see Article 33).

After termination, the beneficiaries' obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

(b) for **beneficiary termination**:

The coordinator must — within 60 days from when termination takes effect — submit:

- (i) a **report on the distribution of payments** to the beneficiary concerned
- (ii) a **termination report** from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, the financial statement, and the explanation on the use of resources
- (iii) a **request for amendment** (see Article 39) with any amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated beneficiary; addition of a new beneficiary to replace the terminated beneficiary; change of coordinator, etc.).

The granting authority will calculate the amount due to the beneficiary on the basis of the report submitted (see Article 22). Only units implemented until termination will be accepted.

The information in the termination report must also be included in the periodic report for the next reporting period (see Article 21).

If the granting authority does not receive the termination report within the deadline, only unit contributions included in an approved periodic report will be taken into account (no contributions if no periodic report was ever approved).

If the granting authority does not receive the report on the distribution of payments within the deadline, it will consider that:

- the coordinator did not distribute any payment to the beneficiary concerned and that
- the beneficiary concerned must not repay any amount to the coordinator.

If the request for amendment is accepted by the granting authority, the Agreement is **amended** to introduce the necessary changes (see Article 39).

If the request for amendment is rejected by the granting authority (because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants), the grant may be terminated (see Article 32).

After termination, the concerned beneficiary's obligations (in particular Articles 13 (confidentiality and security), 16 (IPR), 17 (communication, dissemination and visibility), 21 (reporting), 25 (checks, reviews, audits and investigations), 26 (impact evaluation), 27 (rejections), 28 (grant reduction) and 42 (assignment of claims)) continue to apply.

SECTION 3 OTHER CONSEQUENCES: DAMAGES AND ADMINISTRATIVE SANCTIONS

ARTICLE 33 — DAMAGES

33.1 Liability of the granting authority

The granting authority cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of the implementation of the Agreement, including for gross negligence.

The granting authority cannot be held liable for any damage caused by any of the beneficiaries or other participants involved in the action, as a consequence of the implementation of the Agreement.

33.2 Liability of the beneficiaries

The beneficiaries must compensate the granting authority for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement, provided that it was caused by gross negligence or wilful act.

The liability does not extend to indirect or consequential losses or similar damage (such as loss of profit, loss of revenue or loss of contracts), provided such damage was not caused by wilful act or by a breach of confidentiality.

ARTICLE 34 — ADMINISTRATIVE SANCTIONS AND OTHER MEASURES

Nothing in this Agreement may be construed as preventing the adoption of administrative sanctions (i.e. exclusion from EU award procedures and/or financial penalties) or other public law measures, in addition or as an alternative to the contractual measures provided under this Agreement (see, for instance, Articles 135 to 145 EU Financial Regulation 2018/1046 and Articles 4 and 7 of Regulation 2988/95²⁰).

SECTION 4 FORCE MAJEURE

ARTICLE 35 — FORCE MAJEURE

²⁰ Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

A party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

‘Force majeure’ means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties’ control,
- was not due to error or negligence on their part (or on the part of other participants involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

CHAPTER 6 FINAL PROVISIONS

ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES

36.1 Forms and means of communication — Electronic management

EU grants are managed fully electronically through the EU Funding & Tenders Portal (‘Portal’).

All communications must be made electronically through the Portal, in accordance with the Portal Terms and Conditions and using the forms and templates provided there (except if explicitly instructed otherwise by the granting authority).

Communications must be made in writing and clearly identify the grant agreement (project number and acronym).

Communications must be made by persons authorised according to the Portal Terms and Conditions. For naming the authorised persons, each beneficiary must have designated — before the signature of this Agreement — a ‘legal entity appointed representative (LEAR)’. The role and tasks of the LEAR are stipulated in their appointment letter (see Portal Terms and Conditions).

If the electronic exchange system is temporarily unavailable, instructions will be given on the Portal.

36.2 Date of communication

The sending date for communications made through the Portal will be the date and time of sending, as indicated by the time logs.

The receiving date for communications made through the Portal will be the date and time the communication is accessed, as indicated by the time logs. Formal notifications that have not been accessed within 10 days after sending, will be considered to have been accessed (see Portal Terms and Conditions).

If a communication is exceptionally made on paper (by e-mail or postal service), general principles apply (i.e. date of sending/receipt). Formal notifications by registered post with proof of delivery will be considered to have been received either on the delivery date registered by the postal service or the deadline for collection at the post office.

If the electronic exchange system is temporarily unavailable, the sending party cannot be considered in breach of its obligation to send a communication within a specified deadline.

36.3 Addresses for communication

The Portal can be accessed via the Europa website.

The address for paper communications to the granting authority (if exceptionally allowed) is the official mailing address indicated on its website.

For beneficiaries, it is the legal address specified in the Portal Participant Register.

ARTICLE 37 — INTERPRETATION OF THE AGREEMENT

The provisions in the Data Sheet take precedence over the rest of the Terms and Conditions of the Agreement.

Annex 5 takes precedence over the Terms and Conditions; the Terms and Conditions take precedence over the Annexes other than Annex 5.

Annex 2 takes precedence over Annex 1.

ARTICLE 38 — CALCULATION OF PERIODS AND DEADLINES

In accordance with Regulation No 1182/71²¹, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

The day during which that event occurs is not considered as falling within the period.

‘Days’ means calendar days, not working days.

ARTICLE 39 — AMENDMENTS

39.1 Conditions

The Agreement may be amended, unless the amendment entails changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

Amendments may be requested by any of the parties.

39.2 Procedure

²¹ Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8/6/1971, p. 1).

The party requesting an amendment must submit a request for amendment signed directly in the Portal Amendment tool.

The coordinator submits and receives requests for amendment on behalf of the beneficiaries (see Annex 3). If a change of coordinator is requested without its agreement, the submission must be done by another beneficiary (acting on behalf of the other beneficiaries).

The request for amendment must include:

- the reasons why
- the appropriate supporting documents and
- for a change of coordinator without its agreement: the opinion of the coordinator (or proof that this opinion has been requested in writing).

The granting authority may request additional information.

If the party receiving the request agrees, it must sign the amendment in the tool within 45 days of receiving notification (or any additional information the granting authority has requested). If it does not agree, it must formally notify its disagreement within the same deadline. The deadline may be extended, if necessary for the assessment of the request. If no notification is received within the deadline, the request is considered to have been rejected.

An amendment **enters into force** on the day of the signature of the receiving party.

An amendment **takes effect** on the date of entry into force or other date specified in the amendment.

ARTICLE 40 — ACCESSION AND ADDITION OF NEW BENEFICIARIES

40.1 Accession of the beneficiaries mentioned in the Preamble

The beneficiaries which are not coordinator must accede to the grant by signing the accession form (see Annex 3) directly in the Portal Grant Preparation tool, within 30 days after the entry into force of the Agreement (see Article 44).

They will assume the rights and obligations under the Agreement with effect from the date of its entry into force (see Article 44).

If a beneficiary does not accede to the grant within the above deadline, the coordinator must — within 30 days — request an amendment (see Article 39) to terminate the beneficiary and make any changes necessary to ensure proper implementation of the action. This does not affect the granting authority's right to terminate the grant (see Article 32).

40.2 Addition of new beneficiaries

In justified cases, the beneficiaries may request the addition of a new beneficiary.

For this purpose, the coordinator must submit a request for amendment in accordance with Article 39. It must include an accession form (see Annex 3) signed by the new beneficiary directly in the Portal Amendment tool.

New beneficiaries will assume the rights and obligations under the Agreement with effect from the date of their accession specified in the accession form (see Annex 3).

Additions are also possible in mono-beneficiary grants.

ARTICLE 41 — TRANSFER OF THE AGREEMENT

In justified cases, the beneficiary of a mono-beneficiary grant may request the transfer of the grant to a new beneficiary, provided that this would not call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

The beneficiary must submit a request for **amendment** (see Article 39), with

- the reasons why
- the accession form (see Annex 3) signed by the new beneficiary directly in the Portal Amendment tool and
- additional supporting documents (if required by the granting authority).

The new beneficiary will assume the rights and obligations under the Agreement with effect from the date of accession specified in the accession form (see Annex 3).

ARTICLE 42 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE GRANTING AUTHORITY

The beneficiaries may not assign any of their claims for payment against the granting authority to any third party, except if expressly approved in writing by the granting authority on the basis of a reasoned, written request by the coordinator (on behalf of the beneficiary concerned).

If the granting authority has not accepted the assignment or if the terms of it are not observed, the assignment will have no effect on it.

In no circumstances will an assignment release the beneficiaries from their obligations towards the granting authority.

ARTICLE 43 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

43.1 Applicable law

The Agreement is governed by the applicable EU law, supplemented if necessary by the law of Belgium.

Special rules may apply for beneficiaries which are international organisations (if any; see Data Sheet, Point 5).

43.2 Dispute settlement

If a dispute concerns the interpretation, application or validity of the Agreement, the parties must bring action before the EU General Court — or, on appeal, the EU Court of Justice — under Article 272 of the Treaty on the Functioning of the EU (TFEU).

For non-EU beneficiaries (if any), such disputes must be brought before the courts of Brussels, Belgium — unless an international agreement provides for the enforceability of EU court judgements.

For beneficiaries with arbitration as special dispute settlement forum (if any; see Data Sheet, Point 5), the dispute will — in the absence of an amicable settlement — be settled in accordance with the Rules for Arbitration published on the Portal.

If a dispute concerns administrative sanctions, offsetting or an enforceable decision under Article 299 TFEU (see Articles 22 and 34), the beneficiaries must bring action before the General Court — or, on appeal, the Court of Justice — under Article 263 TFEU.

For grants where the granting authority is an EU executive agency (see Preamble), actions against offsetting and enforceable decisions must be brought against the European Commission (not against the granting authority; see also Article 22).

ARTICLE 44 — ENTRY INTO FORCE

The Agreement will enter into force on the day of signature by the granting authority or the coordinator, depending on which is later.

SIGNATURES

For the coordinator

For the granting authority

ANNEX 1



Horizon Europe (HORIZON)

Description of the action (DoA)

Part A

Part B

DESCRIPTION OF THE ACTION (PART A)

COVER PAGE

Part A of the Description of the Action (DoA) must be completed directly on the Portal Grant Preparation screens.

PROJECT	
Grant Preparation (General Information screen) — Enter the info.	
Project number:	101201927
Project name:	Novel Natures? Nature conservation and emerging high impact (bio-)technology
Project acronym:	NONA
Call:	HORIZON-MSCA-2024-PF-01
Topic:	HORIZON-MSCA-2024-PF-01-01
Type of action:	HORIZON-TMA-MSCA-PF-EF
Service:	REA/A/02
Project starting date:	fixed date: 1 October 2025
Project duration:	24 months

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Staff effort	6
List of deliverables	7
List of milestones (outputs/outcomes)	9
List of critical risks	9
MSCA SE partner exchanges and overall funded exchanges	10

PROJECT SUMMARY

Project summary

Grant Preparation (General Information screen) — Provide an overall description of your project (including context and overall objectives, planned activities and main achievements, and expected results and impacts (on target groups, change procedures, capacities, innovation etc)). This summary should give readers a clear idea of what your project is about.

Use the project summary from your proposal.

Nature conservation is facing major challenges. Biodiversity loss and climate change will alter ecosystems in ways that are difficult to predict. At the same time, advances in computing, genomics and synthetic biology offer new knowledge and tools for conservation biology. Together, these developments challenge traditional nature conservation strategies. This project focuses on engineered gene drives as an example of an emerging biotechnology which could be employed for nature conservation purposes. Engineered gene drives could greatly expand the spatial and temporal reach of genetic modification techniques, and thus provide new possibilities for intentional human influence over wild animals and ecosystems. Academic debate about nature conservation biotechnologies is a nexus where scientific and normative notions about human interactions with their natural environments and other living beings are negotiated. NONA explores how connections between ontological, epistemological and normative ideas are drawn in these debates. The aim is to achieve greater conceptual and argumentative clarity within this highly complex and contentious discussion. NONA will address two objectives: 1) to analyze ideas of nature in areas of molecular biology and ecology, which are relevant for the development and evaluation of gene drives; and 2) to analyze current debates in the environmental humanities about the objects, strategies and aims of nature conservation and to develop a conceptual framework for the normative evaluation of gene drives for conservation purposes.

This requires that I gain further competences in the areas of environmental and technology philosophy and the history and philosophy of the life sciences. A further aim of the project is to foster close collaborations with researchers in the natural sciences, conservation practitioners and policy makers. The project has practical implications for international nature conservation and biotechnology governance.

LIST OF PARTICIPANTS

PARTICIPANTS

Grant Preparation (Beneficiaries screen) — Enter the info.

Number	Role	Short name	Legal name	Country	PIC
1	COO	FLU	FILOSOFICKY USTAV AV CR V V I	CZ	998921424
2	AP	NU	NORTHEASTERN UNIVERSITY	US	998448064

LIST OF WORK PACKAGES

Work packages						
Grant Preparation (Work Packages screen) — Enter the info.						
Work Package No	Work Package name	Lead Beneficiary	Effort (Person-Months)	Start Month	End Month	Deliverables
WP1	Research Data Management	1 - FLU	1.00	1	24	D1.1 – Data Management Plan D1.2 – Career Development Plan D1.3 – Communication, Dissemination & Exploitation Plan

Work package WP1 – Research Data Management

Work Package Number	WP1	Lead Beneficiary	1 - FLU
Work Package Name	Research Data Management		
Start Month	1	End Month	24

Objectives
Research Data Management

Description
Research Data Management

STAFF EFFORT

Staff effort per participant <i>Grant Preparation (Work packages - Effort screen) — Enter the info.</i>		
Participant	WP1	Total Person-Months
1 - FLU	1.00	1.00
Total Person-Months	1.00	1.00

LIST OF DELIVERABLES

<div><div>Deliverables</div><div>Grant Preparation (Deliverables screen) — Enter the info.</div><div>The labels used mean:</div><div><div>Public — fully open (🚩 automatically posted online)</div><div>Sensitive — limited under the conditions of the Grant Agreement</div><div>EU classified —RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU-CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision 2015/444</div></div></div>						
Deliverable No	Deliverable Name	Work Package No	Lead Beneficiary	Type	Dissemination Level	Due Date (month)
D1.1	Data Management Plan	WP1	1 - FLU	DMP — Data Management Plan	PU - Public	6
D1.2	Career Development Plan	WP1	1 - FLU	R — Document, report	SEN - Sensitive	6
D1.3	Communication, Dissemination & Exploitation Plan	WP1	1 - FLU	R — Document, report	PU - Public	23

Deliverable D1.1 – Data Management Plan

Deliverable Number	D1.1	Lead Beneficiary	1 - FLU
Deliverable Name	Data Management Plan		
Type	DMP — Data Management Plan	Dissemination Level	PU - Public
Due Date (month)	6	Work Package No	WP1

Description
The Data Management Plan describes the data management life cycle for all data sets that will be collected, processed or generated by the action. It is a document describing what data will be collected, processed or generated and following what methodology and standards, whether and how this data will be shared and/or made open, and how it will be curated and preserved.

Deliverable D1.2 – Career Development Plan

Deliverable Number	D1.2	Lead Beneficiary	1 - FLU
Deliverable Name	Career Development Plan		
Type	R — Document, report	Dissemination Level	SEN - Sensitive
Due Date (month)	6	Work Package No	WP1

Description
A Career Development Plan will be established jointly by the supervisor(s) and the researcher. In addition to research objectives, this plan will comprise the researcher's training and career needs, including training on transferable skills, teaching, planning for publications and participation in conferences and events aiming at opening science and research to citizens. The Plan can be updated when needed.

Deliverable D1.3 – Communication, Dissemination & Exploitation Plan

Deliverable Number	D1.3	Lead Beneficiary	1 - FLU
Deliverable Name	Communication, Dissemination & Exploitation Plan		
Type	R — Document, report	Dissemination Level	PU - Public
Due Date (month)	23	Work Package No	WP1

Description
The plan describes the planned measures to maximize the impact of the project, including the dissemination and exploitation measures that are planned, and the target group(s) addressed. Regarding communication measures and public engagement strategy, the aim is to inform and reach out to society and show the activities performed, and the use and the benefits the project will have for citizens.

LIST OF MILESTONES

(None)

LIST OF CRITICAL RISKS

(None)

MSCA SE PARTNER EXCHANGES AND OVERALL FUNDED EXCHANGES

Partner exchanges						
Summary of secondment months per sending partner (beneficiaries and associated partners)						
Partner No	Partner Name	Country	Country Group	Academic Sector	Number of Secondment Months Period 1	Total Number of Secondment Months
Total					0	0

Overall funded exchanges				
Summary of secondment months funded by the EU per beneficiary (as sending partner + seconded to partner)				
Partner No	Partner Name	Country	Number of Secondment Months Period 1	Total Number of Secondment Months
Total			0	0

----- Start of page count (max 10 pages) -----

[This document is tagged (see instructions). Do not delete the tags; they are needed for processing.] #@APP-FORM-HEMSCAPF@#

Part B-1

1. Excellence #@REL-EVA-RE@#

1.1 *Quality and pertinence of the project's research and innovation objectives (and the extent to which they are ambitious, and go beyond the state of the art)* #@QUA-LIT-QL@#

Introduction and State of the Art: An **engineered gene drive** (hereafter GD) is an **emerging biotechnology** where a genetic element is transferred to offspring more frequently than possible under Mendelian inheritance. A GD can spread a genetic modification through a population of sexually reproducing organisms, even when this modification does not provide a fitness advantage. In theory, this technology greatly enhances the possibilities for the genetic modification of wildlife. With this self-perpetuating technology it becomes possible to genetically modify whole species in their natural environments, potentially affecting evolutionary trajectories on a planetary scale.¹

GDs are proposed as powerful new tools for nature conservation.² In theory, they could be used to eradicate invasive species, which threaten endangered species and ecosystems. GDs could also be developed to enhance an endangered species' ability to withstand environmental stressors or diseases. The possible use of GDs for biodiversity conservation purposes is highly contentious in the international conservation community. Academic debate about conservation GDs, however, is still limited. Discussion has focused largely on technical issues of risk assessment³ and control (e.g. technical solutions to limit the temporal or spatial expansion of GDs).⁴ While there is an emerging ethical debate, it has been dominated by instrumental approaches. These evaluate the question whether GDs should be employed for nature conservation in terms of potential outcomes of successful GDs.⁵ The project "Novel Natures? Nature conservation and emerging high impact (bio-)technology" (hereafter NONA) is motivated by the premise that these vantage points miss two key issues. **First**, they overlook how **scientific research is intertwined with normative ideas** from the outset. If ethical debate concentrates on promised outcomes, this presumes that GDs are value neutral technological tools and that scientific knowledge about prospective outcomes is uncontroversial.⁶ These presuppositions make it impossible to formulate questions about how advances in **synthetic biology**⁷ have shaped **ideas about natural environments, non-human animals, and human agency**. For an **in-depth assessment of conservation GDs**, however, it is crucial to explore the importance of normative ideas about nature, and human-nature relationships, in processes of scientific knowledge production and the development of new technologies. **Second**, current ethical debate often assumes that there is agreement about the desirability of the conservation aims for which GDs could be employed. This overlooks the prevalence and depth of **disagreements about conservation objectives**. At least since the 1990s, environmental humanities scholars have criticized ideas of "untouched" or "pristine nature", which they have identified as a key aspect of North American conservation strategies.⁸ These criticisms highlight the complexity of defining concepts like nature, naturalness and artificiality.⁹ They share viewpoints with conceptual critiques of dualistic ideas of nature, which have been formulated for example by feminist philosophers and in Science and Technology Studies (hereafter STS).¹⁰ In recent years, these debates in nature

¹ Florian Rabitz et al., "Putting Gene Drives into Context: Risks, Depth of Intervention, and Regulatory Challenges," *GAIA - Ecological Perspectives for Science and Society* 33, no. 1 (2023).

² There are also possible applications in agriculture and public health. This project focuses exclusively on the possible use of GDs for nature conservation purposes, because in debates in nature conservation communities the issue of how GDs affect normative ideas of nature are most clearly in the foreground.

³ Samson Simon, Mathias Otto and Margret Engelhard, "Synthetic Gene Drive: Between Continuity and Novelty: Crucial Differences Between Gene Drive and Genetically Modified Organisms Require an Adapted Risk Assessment for Their Use," *EMBO reports* 19, no. 5 (2018).

⁴ Kevin M. Esvelt and Neil J. Gemmell, "Conservation Demands Safe Gene Drive," *PLOS Biology* 15, no. 11 (2017).

⁵ Ronald Sandler, "The Ethics of Genetic Engineering and Gene Drives in Conservation," *Conservation Biology* 34, no. 2 (2020).

⁶ Langdon Winner, "Technologies as Forms of Life," in *Ethics and emerging technologies*, ed. Ronald L. Sandler, 48–60 (Houndmills Basingstoke Hampshire, New York NY: Palgrave Macmillan, 2014).

⁷ Synthetic biology is defined as "biotechnology that combines science, technology and engineering to facilitate and accelerate the understanding, design, redesign, manufacture and/or modification of genetic materials, living organisms and biological systems" United Nations Convention on Biological Diversity (2017) Decision adopted by the conference of the parties to the convention on biological diversity XIII/17 Synthetic biology. CBD, Montreal.

⁸ J. B. Callicott and Michael P. Nelson, *The Great New Wilderness Debate* (Athens: University of Georgia Press, 1998).

⁹ Dieter Bimbacher, *Natürlichkeit* (Berlin: De Gruyter, 2006); Keekok Lee, *The Natural and the Artefactual: The Implications of Deep Science and Deep Technology for Environmental Philosophy* (Lanham Md.: Lexington Books, 1999); Steven Vogel, *Thinking Like a Mall: Environmental Philosophy After the End of Nature* (Cambridge, Massachusetts: MIT Press, 2016).

¹⁰ Bruno Latour, *We Have Never Been Modern* (Cambridge Mass.: Harvard University Press, 1993); Val Plumwood, *Feminism and the Mastery of Nature* (London, New York: Routledge, 1993); Puig de la Bellacasa, Maria, *Matters of Care: Speculative Ethics in More Than Human Worlds* (Minneapolis: University of Minnesota Press, 2017).

conservation have been invigorated by discourses around the Anthropocene thesis.¹¹ In the face of massive habitat loss, climate change, pollution and large-scale global movements of species, the question is posed whether defining historical baselines is still an appropriate strategy for formulating nature conservation and restoration goals.¹² In turn, it is debated whether more interventionist conservation strategies, including the use of new biotechnologies, should be embraced.¹³ In these discourses, underlying normative disagreements about the ethical foundations of nature conservation become apparent.¹⁴ These interdisciplinary debates, however, often lack **conceptual clarity**. In particular, the **interconnections between scientific knowledge claims, ontological, and normative ideas** tend to remain underarticulated. Clarifying ideas about what should be preserved and why, however, is key for evaluating the usefulness of conservation GDs. Therefore, NONA will go *beyond* the current *state of the art* by **analyzing conceptual inconsistencies and omissions in normative arguments about conservation GDs**. In addition, NONA will develop a **conceptual framework for the normative evaluation of interventions for nature conservation purposes**. As the need for broader debates on the role of synthetic biology in nature conservation has been acknowledged, NONA will make a timely contribution to an emerging interdisciplinary area of research.¹⁵ The project will pursue two interrelated objectives.

Objectives:

Objective 1 (O1) is to analyze **ideas of nature** in areas of **molecular biology** and **ecology**, which are relevant for the development and evaluation of conservation GDs. Ecological research has informed nature conservation objectives for a long time, while molecular biology has only more recently become important for defining conservation strategies and aims. Investigating conflicting **ontological and epistemological ideas** in these two subdisciplines is therefore key for a better understanding of diverging scientific knowledge claims in debates about conservation strategies.¹⁶ Analysis will focus on how notions about **complexity** and **temporality** are related to normative ideas about **human control over nature** – from the level of the gene to the biosphere. By investigating a case that exemplifies **novel interconnections between synthetic biology, genomics, and ecology**, NONA will go *beyond the state of the art* in the History and Philosophy of the Life Sciences (hereafter HPLF) and STS.¹⁷ While scholars have discussed interrelations between ontological, epistemological and normative ideas in the development of molecular biology and ecology, respectively, philosophical and STS research on the novel intersections between these subdisciplines is still urgently needed. O1 encompasses **three sub-objectives**:

O1a	Analyze ontological and epistemological ideas about ecological units (e.g. ecosystem, community) in ecology . ¹⁸ The aim is to clarify how conflicting ideas about the existence of ecological units – and what one can know about them – come into play in disagreements about the objects, objectives and strategies of nature conservation. This will inform my analysis of how scientific and normative ideas are interwoven
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¹¹ Bram Büscher and Robert Fletcher, *The Conservation Revolution: Radical Ideas for Saving Nature Beyond the Anthropocene* (London, New York: Verso, 2020); Peter Kareiva, Michelle Marvier and Robert Lalasz, "Conservation in the Anthropocene: Beyond Solitude and Fragility," *Breakthrough Journal* 1, no. 2 (2011); Jasper Montana et al., "From Novel Ecosystems to Novel Natures," *GAIA - Ecological Perspectives for Science and Society* 33, no. 1 (2024).

¹² Eric Higgs et al., "The Changing Role of History in Restoration Ecology," *Frontiers in Ecology and the Environment* 12, no. 9 (2014).

¹³ Christopher J. Preston, *The Synthetic Age: Outdesigning Evolution, Resurrecting Species, and Reengineering Our World* (Cambridge: The MIT Press, 2019); Kent H. Redford et al., eds., *Genetic Frontiers for Conservation: An Assessment of Synthetic Biology and Biodiversity Conservation: Synthesis and Key Messages* (Gland: IUCN, 2019).

¹⁴ Martin Gorke, *Eigenwert der Natur: Ethische Begründung und Konsequenzen* (Stuttgart: HIRZEL Verlag, 2019); Andreas Hetzel, *Vielfalt Achten: Eine Ethik Der Biodiversität* (Bielefeld: Transcript, 2024); Keith R. Peterson, *A World Not Made for Us: Topics in Critical Environmental Philosophy* (Albany: State University of New York Press, 2020); Ronald L. Sandler, *The Ethics of Species: An Introduction*, Cambridge applied ethics (Cambridge, New York: Cambridge University Press, 2012); Anna Wienhues, *Ecological Justice and the Extinction Crisis: Giving Living Beings Their Due* (Bristol: Bristol University Press, 2020).

¹⁵ See e.g. the project description of the ongoing research project "The ethics of conservation biotechnology: A conceptual engineering approach" (2023) <https://cssh.northeastern.edu/ethics/the-ethics-of-conservation-biotechnology-a-conceptual-engineering-approach/>; the need for multidimensional engagements with the ethical and socio-political aspects of GDs for nature conservation has also been expressed by participants of the "Novel Natures?" symposium in 2022 and by representatives of the German Federal Agency for Nature Conservation during consultancy processes (both see CV). The International Union for Conservation of Nature (IUCN) is expected to present a policy document on the issue of synthetic biology (including GDs) in 2025.

¹⁶ Conservation policy is also informed by research in other academic disciplines. The objective is *not* to explore all aspects of conservation science, which includes branches of natural science research as well as social science disciplines, and tends to focus on specific issues of implementation. See e.g. Peter Kareiva and Michelle Marvier, "What Is Conservation Science?," *BioScience* 62, no. 11 (2012).

¹⁷ Jane Calvert and Joan H. Fujimura, "Calculating Life? Duelling Discourses in Interdisciplinary Systems Biology," *Studies in history and philosophy of biological and biomedical sciences* 42, no. 2 (2011); Axel Gelfert, "Synthetic Biology Between Technoscience and Thing Knowledge," *Studies in history and philosophy of biological and biomedical sciences* 44, no. 2 (2013); Evelyn F. Keller, "Organisms, Machines, and Thunderstorms: A History of Self-Organization, Part One," *Historical Studies in the Natural Sciences* 38, no. 1 (2008); Sharon E. Kingsland, *The Evolution of American Ecology, 1890-2000*, Paperback ed. (Baltimore: Johns Hopkins Univ. Press, 2005); Daniel Nicholson and John Dupré, eds., *Everything Flows: Towards a Processual Philosophy of Biology* (Oxford: Oxford University Press, 2018); Astrid E. Schwarz and Kurt Jax, eds., *Ecology Revisited: Reflecting on Concepts, Advancing Science* (Dordrecht, New York: Springer, 2011).

¹⁸ Kurt Jax, *Die Einheiten Der Ökologie: Analyse, Methodenentwicklung Und Anwendung in Ökologie Und Naturschutz* 5 (Frankfurt am Main: Lang, 2002).

	in beliefs about the possibilities of predicting and controlling the future development of objects of nature conservation , like species, biodiversity, or ecosystem stability.
O1b	Explore ontological, epistemological and normative ideas in areas of genomics and synthetic biology which are relevant for the development of conservation GDs. A preliminary literature review suggests that there are significant differences in how ecologists and molecular biologists have understood the connections between temporality, complexity and control . These differences are ascribed to the diverging status and forms of reductionism in these subdisciplines. Molecular biology is associated with reductionist, “atemporal” ontologies, conveyed by metaphors of text, code, machines or building-blocks. Ecology, it is argued, has not fully adopted these reductionist ontologies, because of its focus on the contingency, dynamism, and complexity of ecological units. By fulfilling O1a and O1b, NONA will investigate whether this distinction remains a useful heuristic tool for understanding contemporary developments in conservation ecology, genetics and biotechnology .
O1c	Investigate the roles diverging ontological and epistemological ideas play in scientific disagreements about the prospective risks and possibilities of conservation GDs.

Objective 2 (O2) is to **evaluate the normative status of conservation aims for which GDs could be developed**. To achieve this objective, **current debates about the objects and aims of conservation** in the **environmental humanities** will be explored. NONA will go *beyond the state of the art* with an encompassing assessment of the argumentative and conceptual soundness of ethical arguments for specific conservation objectives. This evaluation will focus on analyzing how ethical arguments draw connections between scientific knowledge claims and normative concepts of nature and naturalness. For this, my conceptualization of “intervention depth” (O2c) will be of key importance.¹⁹ O2 encompasses **four sub-objectives**:

O2a	Analyze current debates about the future direction of nature conservation in the Anthropocene . This investigation will focus on normative ideas about naturalness/artificiality and human/nature or human/animal relationships . Analysis will concentrate on 1) whether/how authors engage with criticisms of human/nature dualism; 2) ideas of temporality, complexity and contingency; 3) notions of human agency and responsibility; and 4) notions about the possibility and desirability of control over the objects of nature conservation.
O2b	Analyze whether/how the discourses explored under O2a refer to ethical ideas about the intrinsic value of objects of conservation (e.g. individual non-human organisms, composites like populations, species or ecosystems, properties like biodiversity or naturalness). This focuses on how arguments about the intrinsic ethical value are justified with reference to metaethical notions and/or life science research . ²⁰
O2c	Develop a nuanced differentiation of forms of human interaction with non-human organisms and ecological units . This acknowledges that humans have always interacted with natural environments and non-human animals, often profoundly shaping them through management and breeding techniques. The aim is to define thresholds where the <i>quality</i> of interaction changes. For this the concept of “ depth of intervention ” will be refined and adapted for the purposes of evaluating nature conservation strategies and tools. The aim is to develop an analytical tool to assess 1) what distinguishes traditional forms of breeding from genetic modification techniques; 2) whether there are differences between the genetic modification of animals from species which have an established history of human interventions (laboratory animals, livestock, pets) and “wild”; 3) what distinguishes different forms of interventions employed by nature conservation and restoration practices to manage ecosystems and species; and 4) what distinguishes these forms of intervention from “non-conservation” interventions. To fulfill O2c, findings from O1 will be employed. These will contribute to formulating an understanding of “intervention depth” based on the possible temporal and spatial reach of interventions. These scopes depend not only on the type of intervention, but also on the complexity of the entities an intervention is targeting. In addition, the concept of “intervention depth” for nature conservation will require to consider how intended purposes of an intervention affect normative ideas about the depth of intervention. This will draw on ethical considerations of conservation objects and aims, explored under O2a and O2b.

¹⁹ The German term *Eingriffstiefe*, developed for technology assessment, is translated as “depth of intervention” or “intervention depth”. See Johannes L. Frieß, Armin von Gleich and Bernd Giese, “Gene Drives as a New Quality in GMO Releases—a Comparative Technology Characterization,” *PeerJ* 7 (2019).

²⁰ The latter can also entail arguments about the necessary incompleteness of scientific knowledge. See e.g. Alkistis Elliott-Graves, *Ecological Complexity* (Cambridge: Cambridge University Press, 2023); Kathryn Yusoff, “Insensible Worlds: Postrelational Ethics, Indeterminacy and the (K)Notes of Relating,” *Environment and Planning D: Society and Space* 31, no. 2 (2013).

O2d	Identify which of the arguments explored under O2a and O2b inform ethical debates about conservation GDs . This analysis will highlight missing argumentative strains. In addition, O2d is to test whether the conceptual framework developed under O2c can be employed to clarify, substantiate or dismiss ethical intuitions about conservation GDs expressed in the literature.
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As NONA focuses on analyzing and developing philosophical arguments and concepts which are employed to think through an urgent practical issue, the objectives are not quantitatively measurable. They can be evaluated in terms of their usefulness for academic and policy debates. While the objectives are *ambitious*, because of the scope and interdisciplinarity of academic literature they engage with, they are *achievable* because of the preliminary research I have undertaken in this field (see CV). Beyond an urgently needed conceptual clarification of normative debates about conservation GDs, this project has wider significance. NONA provides a case study of how different forms of scientific knowledge and normative argumentation are evaluated in interdisciplinary academic discourses about emerging technologies, climate change, and nature conservation, which, in turn, are relevant for policy making.

1.2 Soundness of the proposed methodology (including interdisciplinary approaches, consideration of the gender dimension and other diversity aspects if relevant for the research project, and the quality of open science practices)

NONA's guiding premise is that there is a need for a meticulous investigation of how connections are drawn between ontological, epistemological and normative ideas. This is key for understanding the development of scientific research programs. It is also central to evaluating the soundness of normative arguments. This investigation draws on methodological insights developed in the areas of environmental and technology philosophy, Continental approaches in ethics, social and political philosophy, STS theory, and political theory. They share a methodological orientation where theoretical argumentation is grounded within an analysis of academic discourses. This includes an appraisal of how these discourses are situated within broader societal debates and material relations.

NONA explores interconnections between natural science and normative discourses from two directions. First, NONA explores how normative ideas are expressed in life science research programs (O1). For this, the project will refer to the Foucauldian tradition of discourse analysis, and to science studies approaches which focus on interconnections between material factors, scientific theories, and societal ideas in the development of natural science research.²¹ Second, NONA will analyze how normative arguments in environmental philosophy employ ontological ideas and epistemic claims derived from life science research (O2). Establishing such connections cannot be simply dismissed as naturalistic fallacies – where an “ought” is derived from an “is” – but they are only justifiable if the contingency of these connections, and of the ontological, epistemological and normative ideas themselves, is acknowledged. In other words, while normative ideas, to be convincing, need to be consistent with knowledge claims about material reality, there are several ways in which such connections can be drawn – and ontological and epistemic notions are bound to change in the course of scientific discovery. This claim has been discussed extensively in political theory and interdisciplinary new materialist scholarship, but my contention is that it also holds for arguments advanced in environmental and technology ethics.²² Like the debates in environmental humanities which are analyzed under O2a and O2b, my methodological premises have been developed and refined in part with reference to, or on the basis of, feminist and post- and decolonial critiques of Western ontological and epistemological projects.²³ NONA therefore entails a *gender and diversity dimension* in as much as it will highlight the, often unacknowledged, contributions feminist, post- and decolonial theories have made to contemporary epistemological and methodological developments in the humanities and social sciences.

Data collection and analysis: Three data sets comprised of academic literature will be collected for O1, O2a and O2b, and O2d. Given the scope of the project, the rationale of data selection is not to provide a comprehensive analysis of developments in the life sciences and environmental humanities, respectively. Instead, the aim is to identify sources that exemplify key positions and turning-points. For O1, this will be done by relying on a review of existing literature in HPLS and STS to identify relevant conflicts in interpretation of ontological and epistemological notions in life

²¹ Michel Foucault, *Archaeology of Knowledge* (London: Taylor and Francis, 2013); Andrew Pickering, *The Mangle of Practice: Time, Agency, and Science* (Chicago: University of Chicago Press, 1995); Londa L. Schiebinger, *Nature's Body: Gender in the Making of Modern Science* (New Brunswick N.J.: Rutgers University Press, 2004).

²² Alexandros Kioupiolis, “Keeping It Open: Ontology, Ethics, Knowledge and Radical Democracy,” *Philosophy & Social Criticism* 37, no. 6 (2011); Karen M. Barad, *Meeting the Universe Halfway: Quantum Physics and the Entanglement of Matter and Meaning* (Durham: Duke University Press, 2007); Katharina Hoppe and Thomas Lemke, *Neue Materialismen Zur Einführung* (Hamburg: Junius, 2023).

²³ Ramón Grosfoguel, “The Epistemic Decolonial Turn,” *Cultural Studies* 21, 2-3 (2007); Alison Wylie, “Feminist Philosophy of Science: Standpoint Matters,” *Proceedings of Addresses of the American Philosophical Association* 86, no. 2 (2012).

science research. This will guide the selection of research articles from life science journals to be included in the data set. To verify whether key life science texts cited in HPLS and STS literature are also influential in life science research communities, programs for bibliometric analysis like CiteSpace or VOSviewer will be employed. For O2a and O2b, the selection of texts will be based on two criteria: their relevance for the assessment of conservation GDs, and their measurable influence on academic debates in their fields. The latter will be determined by employing CiteSpace or VOSviewer for bibliometric analysis, including co-citation and co-occurrence. For O2d the data set will be limited to academic texts which are clearly situated within conservation ethics and focus on the normative evaluation of conservation GDs. As explained under 1.1., analysis of these literary data sets will focus on **interconnections** between a) notions about the **status and scope of specific scientific knowledge claims**, b) ontological concepts of **(a-)temporality, complexity and contingency** and c) **normative ideas** about **nonhuman entities** and (technologically mediated) **human-nature relationships**.

Formulating conceptual arguments: The formulation of the conceptual framework to fulfil O2c will build on existing literature on “depth of intervention”. This literature already highlights a technology’s prospective spatial and temporal reach and the possibility to reverse its effects. Importantly, NONA will have to substantiate its premise that for a biotechnological tool like conservation GDs, intervention depth is not only measured in terms of possible future effects of the intervention, but also by the effects of its early development. This requires a thorough engagement with **how the development of the intervention tool is embedded within societal structures**. To formulate this argument, I will engage with ideas of agency in critical theory, poststructuralism, and (post-) phenomenological approaches in the philosophy of technology.²⁴ This will enable me to formulate a notion of agency that integrates concepts of human agency based on the notion of intentionality, broader conceptions that include the “agency” of technologies and tools, and notions that understand agency as structured by complex fields societal and material of relations, without dismissing the tensions between these approaches.

The project will engage in *open science practices* by sharing conference papers and recorded talks, which provide early research results, on freely accessible websites (CETE-P Zenodo page, personal profile pages of the researcher such as ResearchGate and academia.edu), and publish academic outputs (articles and book) whenever possible open access. As the data sets are composed of published academic literature, no special provisions for making them accessible are needed. Findings produced using bibliographical analysis tools and my data analysis frameworks will be stored and made accessible on freely accessible websites. The Data Steward at CETE-P will be responsible for maintaining and updating the Data Management Plan and advise on database systems and public repositories.

1.3 Quality of the supervision, training and of the two-way transfer of knowledge between the researcher and the host

Supervision Prof. Mark Coeckelbergh will act as main supervisor. As ERA Chair at the Institute of Philosophy of the Czech Academy of Sciences (IP CAS), he leads the Center for Environmental and Technology Ethics - Prague (CETE-P), which will host NONA. He is Professor of Philosophy of Media and Technology at the Department of Philosophy, University of Vienna and Guest Professor at WASP-HS and University of Uppsala. He is an expert in the field of philosophy of technology, with 108 peer reviewed publications (H index 56). He has been a member of several expert advisory boards (e.g. ETHICOMP, High-Level Expert Group on Artificial Intelligence for the European Commission, the council on robotics inaugurated by the Austrian Ministry for Transport, Innovation and Technology, and the Technical Expert Committee (TEC) for the Foundation for Responsible Robotics). He is involved in the European research project PERSEO, and contributed to past projects DREAM, INBOTS, and SIENNA. Prof. Coeckelbergh has supervised eight postdocs. As an internationally renowned researcher, he is well suited to provide methodological advice and advanced training in technology philosophy. With his international research networks, e.g. as former President of the Society for Philosophy and Technology (SPT), he is perfectly suited to advise me on how to build my professional network.

Dr. Ivona Janicka will act as co-supervisor. She is Research Team Leader at CETE-P and Senior Researcher at IP CAS. Previously, she was Assistant Professor and EU Maria Skłodowska-Curie COFUND Fellow at Aarhus Institute of Advanced Studies (Denmark) and British Academy Postdoctoral Fellow at the University of Warwick (UK). Her expertise in Continental environmental philosophy makes her an ideal secondary supervisor for this project.

Planned training activities: I will elaborate and regularly update my Career Development Plan (CDP) (WP1, D1), in which the supervisors and I will identify my training and career development needs. The CDP will include schedules

²⁴ Peter-Paul Verbeek, *Moralizing Technology: Understanding and Designing the Morality of Things* (Chicago, London: The University of Chicago Press, 2011). Frieder Vogelmann, *Die Wirksamkeit Des Wissens: Eine Politische Epistemologie* (Berlin: Suhrkamp, 2022).

for international conference presentations, publications, organization of a multi-day workshop, training activities (including courses), and meetings with relevant civil society and governmental actors.

My training program will include the following activities:

- 1) *Advanced training in philosophy of technology and environmental philosophy*: Training will focus on gaining expert knowledge in the area of the project and on deepening my understanding of environmental and technology philosophy beyond the scope of NONA. This will enhance my academic employability and provide the groundwork for a subsequent research project. Training activities will include training through research and training by participation in seminars, workshops, summer schools and colloquia at IP CAS and CETE-P (e.g. CETE-P Environmental Philosophy Summer School [June 2025], CETE-P conference “Co-habitability: Ecologies and Technologies of Living on Earth” [Nov 2025]) and partner institutions (see 3.2), and participation in training activities during the secondment.
- 2) *Organization of an international workshop* (working title: “Nature Conservation in or against the Anthropocene? Interdisciplinary Perspectives on Current Challenges”): Organizing and taking part in this workshop will further enhance my management and interdisciplinary networking skills and offer an occasion to discuss research findings. The workshop will also provide an opportunity to plan future research co-operations. The workshop will include a meeting of the “Novel Natures?” research network, of which I am a founding member.
- 3) *Improving the ability to disseminate research and to communicate its importance to a wider public*: training course for writing skills and communication strategies²⁵ and individual training provided by CETE-P Communications and PR Specialist.
- 4) *Project management related skills training through certification course*²⁶

Two-way-transfer of knowledge: With my research on the intersections between environmental and technology ethics, I will make a key contribution to developing the mission of CETE-P to explore ethical issues at the intersections between environmental and technology ethics. Hosting a workshop, which includes a “Novel Natures?”-network meeting, at CETE-P will provide new networking opportunities to researchers at CAS. Further, with my expertise on concepts of temporality in political thought and sustainability transformation processes (collaboration with Dr. Janicka), and on political theories of care (collaboration with Dr. Urban), I will be a valuable resource for ongoing research projects at CETE-P. In addition, I will contribute to research colloquia and reading groups on Continental philosophy and environmental ethics organized at IP CAS. At the Department of Continental Philosophy, I will collaborate with Martin Nitsche and Petr Prasek, who work on concepts of wilderness and eco-phenomenology.

Rationale and added-value of secondment: A secondment at Northeastern University, Boston will allow me to collaborate with Prof. Ronald Sandler, Director of the Ethics Institute. He specializes in environmental ethics and ethics of emerging technologies, with a focus on conservation biotechnology. Prof. Sandler is co-director of the research project “The ethics of conservation biotechnology: A conceptual engineering approach” (see 1.1, fn. 15), which seeks to address conceptual issues at the intersection of conservation philosophy, animal ethics and Indigenous philosophy, in order to enable robust and inclusive ethical evaluation of conservation biotechnologies, including gene drives. Establishing a close relationship with this research group will be key for discussing and refining findings for O2 and for enhancing NONA’s impact in the international academic community. I will have the opportunity to present my work in progress in the Ethics Institute Speaker Series. Moreover, the secondment will be an opportunity to plan future research collaborations. I will participate in the weekly meetings of the Environmental Philosophy Working Group meetings, which focuses on developing research collaborations in conservation philosophy, focusing on wild animal welfare, the ethics of conservation biotechnology and on the concept of ‘naturalness’. The secondment will also enable short visits with research centers in the vicinity, such as the Global Observatory for Genome Editing, based at the Harvard University Program of Science, Technology and Society, the MIT Media Lab and the Edmond and Lily Safra Center for Ethics at Harvard University.

1.4 *Quality and appropriateness of the researcher’s professional experience, competences and skills*

My unique interdisciplinary and international career trajectory has been a perfect preparation for this project:

- B.A. and M.A. in Sociology and Politics (University of Essex): solid foundation in **qualitative social science research methods**, which come into play in the compilation and qualitative analysis of data sets (see 1.2).

²⁵ See for an example at TU Berlin: <https://wissenschaftsmanagement.tubs.de/studium/zertifikatskurse/> (Science Marketing, Module 8)

²⁶ See for an example at TU Berlin: <https://wissenschaftsmanagement.tubs.de/studium/zertifikatskurse/> (Science Management, Module 4)

- Doctoral research (University of Oxford and Goethe University, Frankfurt): advanced training in **Continental philosophy**, which provides the basis for NONA's approach to the philosophy of technology and environmental philosophy.
- Mellon Fellow in Bio-Humanities (University of Illinois): training in the **life sciences** (courses on B.S and M.S. levels), which enables me to analyze academic publications in molecular biology and ecology.
- Mellon Fellow in Bio-Humanities (University of Illinois) and Research Associate in the "Politicizing of the Future" project (Institute of Advanced Sustainability Studies [IASS, now Research Institute for Sustainability]): training through research in **HPLS** and **STS**, e.g. on genome editing²⁷ and on the role of process ontologies in early cell biology.²⁸ At IASS, I also worked on theories of temporality in 20th century Continental philosophy and in Sustainability Studies.
- IASS: responsibilities included **policy advice** and **transdisciplinary** research involving **civil society** and **government administration** actors, where I focused on the areas of **nature conservation** and **biotechnology**.
- IASS and Lecturer (*wissenschaftliche Mitarbeiterin*) (University of Bremen): Regular interactions with members of the German Federal Agency for Nature Conservation (BfN) and researchers in ecology, STS and philosophy, e.g. at **two workshops I organized** 2019 and 2022, and meetings of the "**Novel Natures?**" network, have inspired me to develop the research questions NONA will address.
- Lecturer (University of Bremen): Consolidation of academic career through further **teaching and student supervision** experience, consolidation and broadening of professional networks and experience in **academic administrative tasks**, for example as speaker of the **Section Gender and Politics** and speaker of the **Working Group Science, Technology and Politics** of the **German Political Science Association**, and **spokesperson for Academic Staff below full Professorship (Mittelbau)** at the Political Science Institute. I am currently completing my habilitation (research publications completed, in assessment process).
- **Junior Fellowship Hanse-Wissenschaftskolleg**: interdisciplinary academic networking.²⁹

2. Impact #@IMP-ACT-IA@#

2.1 *Credibility of the measures to enhance the career perspectives and employability of the researcher and contribution to his/her skills development*

NONA will enhance my academic career prospects by providing me with further training through research. This will qualify me as a researcher with expertise on topics at the **intersections of environmental philosophy, philosophy of technology and philosophy of the life sciences**, grounded in the **Continental tradition of Western philosophy**. Together with my **interdisciplinary research experience** and prior training in **political theory** and **STS theory**, this provides me with a unique skill set for tackling societal and philosophical questions that arise with environmental crises and the development of novel high impact technologies. Building my research skills, international and interdisciplinary academic networks, and publication record will improve my chances at being appointed for **full professorship** and/or of **winning funding for subsequent research projects** (e.g. DFG Heisenberg Professorship, ERC Consolidator Grant). Fulfilling NONA's objectives will provide a basis for developing avenues towards an encompassing "**post-anthropocentric**" **approach to environmental and (bio-)technology ethics**, which I will pursue after NONA has concluded. At CETE-P and during the secondment, I will have the opportunity to discuss first ideas for this future research project with my supervisors and other researchers. Of particular importance for my career path and for establishing myself as an expert with a timely, sought-after skill set, will be the publication of my second monograph, which will be written during the MSCA fellowship. For both academic career goals (professorship/subsequent research project), I will profit from training in **team leadership, supervision and project management skills**, which I will acquire through training courses and through mentoring by my supervisors. Further training in the ability to **communicate complex philosophical and natural science research to the broader public**, through a writing and media communication training course, individual training provided at CETE-P, and the publication of two articles for a general audience, will enhance my academic employability. Training in team leadership, media outreach and writing skills for the general public are also **transferable skills** that will provide me

²⁷ Rosine Kelz, "Genome Editing Animals and the Promise of Control in a (Post-) Anthropocentric World," *Body & Society* 26, no. 1 (2020).

²⁸ Rosine Kelz, "Tissue Culture and Biological Time: Alexis Carrel, Henri Bergson and the Plasticity of Living Matter," *BioSocieties* 17, no. 3 (2022).

²⁹ E.g. with the Making Science Better : Ethical and Epistemic Norms for Responsible Research in the 21st Century Study Group <https://hanse-ias.de/fokus/projekte/study-groups/making-science-better-ethical-and-epistemic-norms-for-responsible-research-in-the-21st-century>

with an enhanced capacity for **non-academic career paths** (e.g. in science journalism, science management, or policy advise).

2.2 *Suitability and quality of the measures to maximise expected outcomes and impacts, as set out in the dissemination and exploitation plan, including communication activities* #@COM-DIS-VIS-CDV@#

Plan for the dissemination and exploitation including communication activities (DECP) preliminary version:

The DECP will address three target groups: 1. scientific communities, 2. policy makers and civil society actors, and 3. the general public.

Scientific communities: The project addresses scientific communities in several disciplines and has two impact goals.

Interdisciplinary research communities: addressed at researchers in the areas of nature conservation and of technology risk assessment with backgrounds in the natural and social sciences, the impact of NONA will be to enhance interdisciplinary debate on novel conservation biotechnologies and on normative ideas about nature and human agency in conservation. This will be achieved via a) presentations of research findings, e.g. at interdisciplinary international conferences (e.g. World Biodiversity Forum); b) strengthening and expanding the “Novel Natures?” network. This involves the organization of a network meeting as part of the workshop I will organize at CETE-P (see 1.3), collaborative organization of panels at international conferences, maintenance of a mailing list, website, and social media presence, planning for collaborative interdisciplinary publications and research projects. **Philosophy and political theory research communities:** the planned impact of the project is to foster interdisciplinary research and research that spans across different subfields of philosophy, in order to address pressing environmental issues and the societal/normative effects of new technologies. This will be achieved by discussing my research within my established research networks (e.g. events planned by members of POLSON³⁰, ROTO³¹, Critical North-West Colloquium³²), at international conferences (e.g. International Association for Environmental Philosophy Annual Meeting, International Society for Environmental Ethics conferences, Radboud Annual Continental Philosophy Conference, International Society for the History, Philosophy and Social Studies of Biology), at workshops and research colloquia at CETE-P, IP CAS and partner organizations (see 3.2), and at Northeastern University (see 1.3).

Policy makers and civil society actors: NONA focuses on actors in **nature conservation** and **technology governance**. Part of NONA’s impact will be achieved by maintaining an already established informal consultancy relationship with the German Federal Agency for Nature Conservation (BfN) and non-governmental organizations (NGOs) (Island Conservation, Save our Seeds). Representatives of BfN have formulated clear needs for philosophical research on concepts of nature in nature conservation and on conservation biotechnologies. Further lines of communication and exchange with governmental and NGO actors will be established to disseminate research findings with the aim to inform policy in Europe (esp. Czech Republic) and internationally. This will be achieved by inviting representatives to the workshop I will organize at CETE-P (see 1.3) and by participating in transdisciplinary events planned by members of CETE-P (e.g. CETE-P Forum) and by partner organizations (see 3.2.)

General public: To disseminate research findings to the general public I will write at least two articles for non-academic publications, e.g. for national Czech (collaboration with Czech colleagues) and German newspapers or magazines directed at general public audience (e.g. in Philosophie Magazin, GEO Magazin, IZ3W). Communications and PR specialists at CETE-P and IP CAS will assist communicating the findings of NONA to scientific communities, policy makers and the general public through press releases, setting up contacts for article publications and interviews with members of the media, their websites, newsletters and social media presence, including CETE-P’s Youtube channel and CAS communication channels (podcasts, web content).

2.3 *The magnitude and importance of the project’s contribution to the expected scientific, societal and economic impacts*

The impacts of this project can be divided into **scientific** and **societal impacts**:

Scientific impacts: The project will contribute to the development of an emerging area of research which addresses questions that lie on the intersection between the philosophy of technology and environmental philosophy. It will highlight the productivity of methodological and conceptual tools from the tradition of Continental philosophy, STS and political theory for this research community. Specifically, NONA will contribute to pluralizing the academic

³⁰ “The Politics of Reason” (<https://www.ucm.es/thepoliticsofreason/>)

³¹ “The Return of the Organism in the Biosciences: Theoretical, Historical, and Social Dimensions” (ROTO) (<https://rotorub.wordpress.com/>)

³² Bi-annual multi-day research colloquium of researchers employed at the Chairs for Political Theory at the University of Bremen (Prof. Nonhoff), University of Bielefeld (Prof. Flügel-Martinsen) and University of Duisburg-Essen (Prof. Martinsen) and invited guests

debate on normative issues related to conservation biotechnologies. NONA will foster interdisciplinary research on nature conservation and biotechnology beyond the duration of the fellowship, e.g. by consolidating an interdisciplinary research network (“Novel Natures?”) which will continue to organize regular meetings and engender further collaborative research projects and publications. In addition, the magnitude and importance of NONA’s scientific impact will be measurable by the citation scores of its academic publication output, after the end of the fellowship, as stipulated in the publication plan.

Societal impacts: Key societal impacts of NONA will be established through exchange with governmental agencies, NGOs and foundations, which will lead to the integration of research findings in national and international policy debates. With these activities, NONA will contribute to the UN Sustainable Development Goals and the MSCA Green Charta. In addition, NONA will raise public awareness for the urgency of broadening societal debate on future strategies for nature conservation and the development and use of new biotechnologies. While this provides no exact quantitative measurement of how members of the general public are engaged by NONA, the magnitude and importance of this impact can be estimated by the number of invitations to give public talks and media interviews during and after the MSCA Postdoctoral Fellowship, and, more indirectly, by an increase in media coverage and public events, and an increased focus on conservation biotechnology by major environmental NGOs, such as BUND (in Germany), or Greenpeace (internationally).

#§COM-DIS-VIS-CDV§#

3. Quality and Efficiency of the Implementation #@WRK-PLA-WP@# #@CON-SOR-CS@#

#@PRJ-MGT-PM@#

3.1 Quality and effectiveness of the work plan, assessment of risks and appropriateness of the effort assigned to work packages

Work plan: This project is composed of 5 Work Packages (WP), divided into tasks (TX), milestones (MX) and deliverables (DX), over the period of 24 months (M), as outlined in the Gantt chart. The three-month secondment (S) is planned for M10-12. This provides enough time for regular meetings with researchers at Northeastern University and short visits with other institutions, where I will discuss results of WP2 and ongoing research for WP3. Analysis, writing and revisions are partly undertaken in a circular fashion, therefore WP2 chapter drafts are revised in WP3.

WP1	Project management	Months 1-24
T1 Management of the project, including bi-monthly meeting with supervisors [M1-24]; T2 Creation of CDP, Data Management Plan (DMP), Mobility Declaration (MD) [M1-2]; T3 Reporting to the EC [M1-24]		
M1 Project workplan including CDP, MD, DMP is established [M2]		
D1 MD, CDP [M1]; D2 DMP [M2]		
WP2	Training activities	Months 1-24
T1 Training activities (see 1.3) including integration of feedback on skills development by supervisors [M1-24]		
M1 CDP approved [M1]; M2 Secondment completed [M13]; M3 Workshop held [M15]		
D1 Report on secondment [M14]; D2 Report on workshop [M16]; D3 Report on training (evaluation) [M23]		
WP3	Research I: Life Sciences and Conservation (O1)	Months 1-7
T1 Book outline [M1-4]; T2 Data collection and analysis O1 [M1-6]; T3 Write-up: two chapters, at least one conference presentation [M4-7]		
M1 Initial book structure [M4]; M2 Drafts of two book chapters [M7]		
D1 Report on conference presentations (possible time lapse due to conference schedules) [M12]		
WP4	Research II: Environmental Humanities and Conservation Biotechnologies (O2)	Months 8-24
T1 Data collection and analysis O2a, O2b [M8-12]; T2 Write-up findings O2a, O2b (article 1, chapters, conference presentations) [M10-13]; T3 Conceptualization O2c [M14-16]; T4 Write-up O2c (chapter, conference presentation) [M15-18]; T5 Data collection, analysis and write-up O2d [M18-20]; T6 Revise book outline with chapter abstracts [M20]; T7 Write article 2 [M20-23]; T8 Revise all book chapters [M20-24];		
M1 Article 1 submitted [M13]; M2 First full book draft [M20]; M3 Article 2 submitted [M23]		

D1 Article 1 [M13]; D2 Article 2 [M23]; D3 Full book manuscript [M24]		
WP5	Dissemination, Communication and Exploitation	Months 1-24
T1 Preparation of DECP [M1-2]; T2 Workshop organization [M4-14]; T3 Write two articles for general audience [M3-M22]; T4 Outreach Novel Natures network (e.g. newsletter, website); T5 Meetings with governmental and non-governmental organizations [M2-24]; T6 Media outreach activities (e.g. interviews) [M1-24]		
M1 DECP approved [M2]; M2 Two articles general audience published [M22]		
D1 DECP [M2]; D2 Evaluation report outreach and consultancy activities [M22]		

	Year 1												Year 2											
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
WP1	D1	M1, D2																						
WP2	M1												M2	D1	M3	D2							D3	
WP3				M1			M2					D1												
WP4													M1, D1							M2			M3, D2	D3
WP5		M1, D1																				M2, D2		
S																								

Risk management: Even though we are confident about the well thought out work plan, my supervisors and I have identified potential risks. We have identified mitigation measures as outlined in the chart below.

	Risk	Severity	Likelihood	Risk mitigation
1	No travel to secondment due to travel restrictions/visa delays (WP2)	low	medium	Revise timing of secondment and/or organize online meetings
2	Ambitious scope of literature review and data sets (WP3, WP4)	medium	medium	Establish clear and realistic exclusion parameters for literature review/data sets
3	Planned publications too ambitious or are rejected (WP3, WP4, WP5)	medium	medium	Revise and submit articles/book proposal to other publishers, revise publication time-line
4	Failure to establish connections with relevant policy makers and civil society representatives (WP5)	medium	low	Network of contacts is established; further actors will be contacted and if unavailable further parties can be approached

3.2 Quality and capacity of the host institutions and participating organisations, including hosting arrangements

CETE-P is a newly established research center, which focuses on the nexus between environmental and technology ethics. It is based at IP CAS and funded by the EU Horizon Europe programme ERA Chairs. CETE-P has a national and international network of partner institutes, including the Oxford Uehiro Centre for Practical Ethics (University of Oxford), Edinburgh Futures Institute (University of Edinburgh), Ethics + Emerging Science Group (California Polytechnic University), the Edmond and Lily Safra Center for Ethics (Harvard University), and the Centre for Ethics as Study in Human Value (University of Pardubice). These partner institutions will provide a valuable network for NONA. In particular, a local collaboration with the Socio-Ecological Lab at CzechGlobe, CAS will enrich the project. The IP CAS is a publicly funded non-university institution conducting research in philosophy. It is the largest institute of CAS in the field of humanities and social sciences, with 186 researchers in 12 departments. It interacts with the ERA and currently hosts one ERA-Chair and one ERC Starting grant. Of relevance for this project are especially IP CAS's Department of Continental Philosophy and the Department of Political Philosophy.

#§CON-SOR-CS§# #§PRJ-MGT-PM§#

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Part B-2

(No overall page limit applied)

4. CV of the researcher

NAME: Judith Rosine Kelz

www: <https://www.researchgate.net/profile/Rosine-Kelz>; <https://uni-bremen.academia.edu/RosineKelz>

ORCID: 0000-0001-8727-8838

Key competences and research interests: Modern and Contemporary Political Theory, Social Philosophy, Environmental Philosophy, History and Philosophy of Biology, Science and Technology Studies, (Bio-)Technology, Nature Conservation

EDUCATION

10/10/2009 – 10/05/2014

D. Phil in Politics (Theory), University of Oxford, Oxford, U.K.

Thesis: ‘The non-sovereign self – Arendt, Butler and Cavell on the subject, community and otherness’

Advisor: Prof. Lois McNay; Examiners: Prof. Michael Freeden and Prof. David Owen, *viva voce* on 22/12/2013;

“satisfied all the conditions prescribed by the Statutes of the University” on 20/01/2014: *pass without corrections* (equivalent *summa cum laude*), (date of Certificate award 10/05/2014)

01/01/2013 – 30/06/2013

DAAD Doctoral Fellow, Philosophy Institute, Goethe-University, Frankfurt, Germany

Advisor: Prof. Christoph Menke

10/10/2006 – 31/09/2007

M.A. in Sociology of Nation, Citizenship and Human Rights, University of Essex, Colchester, U.K., Grade: Distinction (best overall performance)

Dissertation: ‘Wittgenstein and Culture – or “Who is We” the problem of community and justice’ AWARD: Albert Lockwood Prize for the best M.A. dissertation in Sociology

10/10/2003 – 31/06/2006

B.A. in Sociology and Politics, University of Essex, Colchester, U.K., Grade: First

Additional academic training:

01/09/2016 – 01/03/2017

Biology Courses, University of Illinois: MCB 252 Cells, Tissues, and Development, IB 204 Genetics, IB 270 Evolution of Molecules & Cells, IB 372 Ecology and Evolution, MCB 317 Genetics and Genomics, MCB 450 Introduction to Biochemistry, MCB 410 Developmental Biology

EMPLOYMENT

Since 01/01/2022

Wissenschaftliche Mitarbeiterin (approximate equivalent: non-tenured lecturer / associate professor) at the Chair for Political Theory, Institute of Intercultural and International Studies and Institute for Political Science, University of Bremen, Bremen, Germany

(Duties: 40% research, 40% teaching and supervision, 20% administrative tasks)

15/03/2018 – 31/12/2021

Research Associate in the project *Politicizing the Future*, Institute for Advanced Sustainability Studies, Potsdam, Germany

01/08/2016 – 31/05/2018

Andrew W. Mellon Postdoctoral Fellow in Bio-Humanities, Illinois Program for Research in the Humanities, University of Illinois at Urbana-Champaign, USA

Teaching-only positions:

01/04/2016 – 30/06/2016

Teaching appointment: Introduction to Modern Social Theory, BA Sociology, Humboldt University, Berlin

01/04/2016 – 30/06/2016

Teaching appointment: Frankfurt School Critical Theory (in German), BA Politics, University of Hamburg, Hamburg

01/08/2015 – 31/01/2016

Teaching Associate for Social and Political Philosophy, M.A. Program ‘Critical Theory and the Arts’, School of Visual Arts, New York, NY, USA

Supervision:

I have (co-)supervised 15 B.A. theses and 5 M.A. theses on topics in contemporary political theory, feminist theory and gender politics, and environmental political theory

Explanation of gaps in employment:

01/02/2014 – 31/07/2015 Period of non-academic work (self-employed teacher for German as second language and translator) and personal leave (due to move to the USA and work-visa delays)

RESEARCH GROUP / NETWORK MEMBERSHIPS AND FELLOWSHIP

Since 01/10/2022

Founding Member of “Novel Natures?” Interdisciplinary Research Network

The “Novel Natures?” Network was founded after the Symposium “Novel Natures? New technologies and conflicts in Nature Conservation”, which Tina Heger and I organized (20. – 22/7/2022). Its purpose is to consolidate and broaden inter- and transdisciplinary collaboration. We have established a steering committee (Tina Heger, Jasper Montana, Eric Higgs, Rosine Kelz), which has refined the network program and is now in the process of planning the further activities.

01/09/2022 – 31/07/2025

Associate Junior Fellow, Institute for Advanced Studies Hanse-Wissenschaftskolleg (HWK), Delmenhorst

01/01/2021 – 31/12/2024

Member of research network “The Politics of Reason” (POLSON), PI Gavin Rae, Department of Logic and Theoretical Philosophy, Universidad Complutense de Madrid

01/01/2020 – 31/12/2023

Associated member of the research group “The Return of the Organism in the Biosciences: Theoretical, Historical, and Social Dimensions” (ROTO), PI Dr. Baedke, Ruhr-University Bochum

01/01/2020 – 31/12/2022

Member of research network “Ethics and Aesthetics of Encountering the Other: New Frameworks for Engaging with Difference” (ETHER), PI Prof. Kubanyiova, University of Leeds

SELECTED RECENT PRESENTATIONS (* invited)

- Hanse Wissenschaftskolleg Fellow Lecture: “Synthetic Nature?” Towards a post-anthropocentric ethics of technology and environment. Delmenhorst HWK, 03/07/2024
- *Keynote: The Desire for Care: Feministische Fürsorge in einer prekarierten Welt. With Carolin Zieringer. At sie*Krit 2024 Learning and Teaching Festival “Who Cares?! ...and for what?” University of Siegen, 19/06/2024
- Disruptive temporal thinking in and against the Anthropocene – towards a (re-) engagement with care- and eco-feminist approaches to environmental catastrophe. When is Democracy? Towards a Political Theory of Time, Authors’ workshop. Münster University 05/10/2023
- Queer-feminist theories of futures and temporalities. Congress “Political Theory in Times of Uncertainty”, Bremen 27/09/2023
- “Novel Natures?” Strengthening interdisciplinary exchange on new technologies and conflicts in nature conservation and restoration. Meeting of the International Society for the History, Philosophy and Social Studies of Biology. Toronto. 13/07/2023
- Was ist Nachhaltigkeit - Ein leerer Begriff und/oder doch politisch wirkmächtig? (Sustainability – empty concept and/or politically efficacious?) InIIS Lunchtime Lecture, 24/05/2023, University of Bremen
- *Durability in early tissue culture– Alexis Carrel and Henri Bergson on biological temporality. Organ Culture Workshop, Philosophy Department, University of Technology Compiègne, Paris, 24/03/2023
- The Boundaries of the Human and the Issue of Community and Difference in Moral and Political Thought. Philosophy Across Borders Conference, Faculty of Philosophy, Universidad Complutense de Madrid, Spain, 06/2022
- New tools to save planetary life in the Anthropocene? The biodiversity crisis and genome editing in nature conservation. Annual meeting of the German Political Science Association Working Group on Politics, Science, and Technology, 03/2022
- *Keynote: The (im-)possibility of acknowledging difference? Approaches to encountering the other in modern western philosophy. AHRC Research Network Ethics and Aesthetics of Encountering the Other: New Frameworks for Engaging with Difference, (planned for Opera North, Leeds – online because of covid-regulations), UK, 04/2021
- Gene Drives for Nature Conservation? 4S and EASS Annual Meeting, August 2020
- *Lecture: Tissue Culture and Biological Time – Alexis Carrel, Henri Bergson and the plasticity of living matter. The Return of the Organism Research Group Lecture Series, Ruhr- University Bochum, 06/2020
- Cell culture and the (re-)articulation of biological time. Meeting of the International Society for the History, Philosophy and Social Studies of Biology, Oslo, 07/2019
- The ethics and politics of temporality. Poststructuralism: Past, Present, Future Conference, Universidad Complutense de Madrid, Faculty of Philosophy, 03/2019
- Beyond embodied temporality – life-time in the light of contemporary biotechnology. “Values in medicine, science, and technology” Conference, Center for Values in Medicine, Science, and Technology, The University of Texas, Dallas, 05/2017

SELECTED RECENT WORKSHOP, CONFERENCE AND PANEL ORGANIZATION

- *Planned Panel* “Searching for Bees in Political Science: The Polycrisis of Biodiversity and its Politics”, Congress of the German Political Science Association, 25/09/2024 (with Alejandro Esguerra)
- Conference and Annual Meeting of the GPSA Section Politics and Gender “Living Archives: history and present of intersectional feminist movements in theory and praxis” (with GPSA Section Politics and Gender speaker team) 26 -28/6/2024, Bremen
- Panels “Feminist Futures beyond Crisis: Considering entanglements of Decolonization, Nature and Care” and “Critical feminist perspectives on Diagnoses of Crisis: Foregrounding Vulnerability and Intersecting Histories of Domination”, Congress “Political Theory in Times of Uncertainty” 27 – 29/9/2023, Bremen, Germany (with members of DVPW Section Politics and Gender speaker team)
- Symposium “Novel Natures? New technologies and conflicts in Nature Conservation” 20 – 22/7/2022, Hannover, Germany (with Tina Heger)

- Workshop “Future Nature(s) – concepts of nature, conservation and technological innovation in the Anthropocene”, interdisciplinary workshop, 8/11/2019, IASS Potsdam, Germany
- “Beyond Therapy and Enhancement: Restructuring Ethical Debates on Biotechnological Innovation”, 30/3/2018, Illinois Program for Research in the Humanities, University of Illinois at Urbana-Champaign, USA (with Daniel Liu)

RECENT GRANTS / THIRD-PARTY FUNDING

- Hanse Wissenschaftskolleg, 2022, grant for workshop organization in the rooms of HWK, “Challenges and New Directions for Environmental Political Philosophy in Germany” (workshop planned for spring 2025) (€ 10.000)
- Volkswagen Foundation Grant (Az9B 457), 2022, grant for organization of symposium in the rooms of the VW-Foundation and publication costs (€ 33.500), together with Tina Heger
- Convocatoria 2020—Proyectos de I+D+I, Ministry of Science and Innovation, Government of Spain (PID2020-117386GA-I00), 2020, for project: “The Politics of Reason”, conference and publication costs (€ 23.353 for 4 years) PI Gavin Rae (I was a member of the applying investigation team)

RELEVANT ACADEMIC CONSULTANCY

- Hightech-Forum, Advisory Group Member for Strategy paper for German government on BioIT governance (2020)
- Schader Foundation, Advisory Group Member for planning of “Forum Urteilbildung Genome Editing” (the forum idea was abandoned) (2020)
- German Federal Agency for Nature Conservation (BfN), Advisory Group Member, “Natur(schutz)verständnisse” (Concepts of Nature(conservation)), formulating new internal definitions for BfN’s working concepts of nature and the goals and methods of conservation (2019)

PUBLICATIONS

Monograph:

Kelz, R. (2016) The non-sovereign self, responsibility, and otherness: Hannah Arendt, Judith Butler, and Stanley Cavell on moral philosophy and political agency. London: Palgrave Macmillan

My monograph outlines methodological and normative arguments NONA will build upon (relationships between ontology, epistemology, and normative ideas, Ch. 1; moral theories of difference and critiques of moral anthropocentrism, Chs. 4 and 5)

Articles (peer-reviewed):

- Rabitz, F., Giese, B., **Kelz, R.**, Otto, M., Potthast, T., Quilodrán, C., Teixeira, L. (2024) Putting Gene Drives into Context. For special section “Nature conservation and new technologies”. Gaia. Ecological perspectives for science and society. 33 (1): 146-151. DOI: 10.14512/gaia.33.1.9

Discusses GDs in comparison to other emerging technologies. This output of interdisciplinary cooperation of the “Novel Natures?” network discusses the concept of depth of intervention, which will be expanded in NONA

- Montana, J., Heger, T., **Kelz, R.**, Bischoff, A., Buitenwerf, R., Eser, U., Kung, K., Sattler, J., Schweiger, A., Searle, A., Teixeira, L., Travasso-Britto, B., Higgs, E. (2024) From Novel Ecosystems to Novel Natures. For special section “Nature conservation and new technologies”. Gaia. Ecological perspectives for science and society. 33 (1): 165-169. DOI: <https://doi.org/10.14512/gaia.33.1.6>

Discusses temporality and novelty in ecological research and social ideas about nature and novelty pertinent to conservation. This output of interdisciplinary cooperation of the “Novel Natures?” network provides conceptual foundations for NONA.

- Kelz, R. (2022) Tissue Culture and Biological Time – Alexis Carrel, Henri Bergson and the Plasticity of Living Matter. BioSocieties. 17 (3), 2: 442–460. DOI 10.1057/s41292-020-00224-2

Explores the role of non-reductionist ontologies in the history of biology. This contributes to establishing the theoretical foundations and research questions of NONA (O1). This article in a well renowned social studies of biology journal showcases the quality of my work in STS and HPLS.

- Kelz, R. and Knappe, H. (2021) Politics of time and mourning in the Anthropocene. *Social Sciences*. DOI 10.3390/socsci10100368
- Kelz, R. (2020) Genome editing animals and the promise of control in a (post)anthropocentric world. *Body and Society*. 26 (1): 3-25, DOI 10.1177/1357034X19882762

Provides first insights into my research on the importance of genome editing animals for normative debates about human-nature/animal relationships. It establishes a basis for further research on genome editing in nature conservation. This publication in a well renowned social studies of biology journal showcases the quality of my work in STS and HPLS.

- Kelz, R. (2019) Thinking about future/democracy: towards a political theory of futurity. *Sustainability Science*. 14 (4): 905-913. DOI 10.1007/s11625-019-00697-6
- Kelz, R. (2015) Migration and Political Theory – Concepts of non-sovereignty and solidarity. *movements. Journal für kritische Migrations- und Grenzregimeforschung*. 1 (2)
- Kelz, R. (2012) The non-sovereign self and limitations to self-ownership. *Journal of Intellectual History and Political Thought*. 1 (1)

Chapters in edited volumes (peer-reviewed):

- Kelz, R. (2022) Political Friendships to Come? – Futurity, Democracy, and Citizenship. In Collison, Tsagis, Fathaigh (eds.), *Derrida's Politics of Friendship: Amity and Enmity*. Edinburgh University Press, pp. 201-210
- Kelz, R., Knappe, H., Neupert-Doppler, A. (2022) Temporality and Democratic Sustainability. In Nanz, Knappe and Bornemann (eds.), *Handbook of Democracy and Sustainability*. Routledge, pp.107-120
- Kelz, R. (2021) The Ethics and Politics of Temporality: Judith Butler, Embodiment, and Narrativity. In Rae and Ingala Gomez (eds.), *Historical Traces and Future Pathways of Poststructuralism: Aesthetics, Ethics, Politics*, Routledge, pp.160-180
- Kelz, R. (2013) Anspruch auf Gemeinschaft. In Jähnert, Aleksander, Kriszio (eds.), *Kollektivität nach der Subjektkritik. Geschlechtertheoretische Positionen*. Transcript Verlag, pp.87-100

Edited volume:

- Kelz, R. and Heger, T. (2024) Guest editor of Special Section “Nature conservation and new technologies” in journal *Gaia*. *Ecological perspectives for science and society*. 33 (1)

Contributions to this Special Section continue the inter- and transdisciplinary debate of the “Novel Natures?” symposium. Most articles are written by interdisciplinary groups of researchers and representatives of civil society and governmental organizations. They focus on current debates about the directions and concepts of nature conservation, including the possible use of engineered gene drives.

Series editor:

- Book series *Politik und Geschlecht* and *Politik und Geschlecht kompakt*, Budrich (since 2022)

Selected other publications:

- Heger, T. and Kelz, R. (2024) Introduction: Novel Natures? Novelty in ecology and nature conservation. For special section “Nature conservation and new technologies”. *Gaia*. *Ecological perspectives for science and society*. 33(1): 142-145
- Kelz, R. (2024) Several short contributions (discussion format) In Magdalena Kubanyiova und Parinita Shetty (eds.) *Listening without borders: Creating spaces for encountering difference*. Multilingual Matters, Channel View Publications
- Kelz, R. (2023) Dualism. In Nathanaël Wallenhorst and Christoph Wulf (eds.), *Handbook of the Anthropocene*. Springer-Nature. Handbook chapter (not peer reviewed)
- Kelz, R. (2022) Politics, science and technology in times of crisis. German Political Science Association Working Group on Politics, Science, and Technology Annual Group Meeting 2022. In TaTuP. *Zeitschrift für Technologiefolgenabschätzung in Theorie und Praxis*. 31/2: 76-77. Meeting report.
- Kelz, R. (2018) “Natürliche (Gen-)Technik?” in *taz*, die Tageszeitung, August 18 (German national newspaper) Newspaper article

This newspaper article showcases my ability to communicate developments in biotechnology and their policy implications to a general audience.

5. Capacity of the Participating Organisation(s)

5.1 Template table: *Overview of Participating Organisations*

Organisation role	PIC	Legal Entity Short Name	Academic organisation (Y/N)	Country	Name of Supervisor
Beneficiary	99892 1424	Czech Academy of Sciences	Y	Czech Republic	Mark Coeckelbergh
Associated partner linked to a beneficiary (if applicable)					
Associated partner for outgoing phase (mandatory for GF)					
Associated partner for secondment (optional)	99844 8064	Northeastern University	Y	USA	Ronald Sandler
Associated partner for non-academic placement (optional)					
Other: _____					

5.2 Template table: *Capacity of the Participating Organisations*

<i>Beneficiary</i>	
Institute of Philosophy, Czech Academy of Sciences, Czechia	
General description	
Role and profile of supervisor	<p>Mark Coeckelbergh is a full Professor of Philosophy of Media and Technology at the Philosophy Department of the University of Vienna and until recently Vice Dean of the Faculty of Philosophy and Education. He is ERA Chair at the Institute of Philosophy of the Czech Academy of Sciences in Prague and Guest Professor at WASP-HS and University of Uppsala. Previously, he was the President of the Society for Philosophy and Technology (SPT).</p> <p>As a supervisor he supports the applicant's training with his deep understanding of philosophy of technology. In addition, he is well qualified to transfer soft skills, such as self-presentation and networking, interdisciplinary collaboration, and collaboration with policy-makers.</p>

Key research facilities, Infrastructure and Equipment	The applicant will be provided with a fully equipped office space, including access to a meeting room with up-to-date equipment for online and hybrid meetings. The applicant will have access to the Institute of Philosophy's library, which houses a specialized collection of more than 110,000 volumes at two different sites. It also offers full-text and bibliographic databases, and access to e-books and e-journals.
Previous and current involvement in EU-funded research and training programmes/actions/projects	<ul style="list-style-type: none"> • ERA-Chairs: Establishing the Center for Environmental and Technology Ethics - Prague (CETE-P), (2023–2027, Leading investigator: Mark Coeckelbergh, IP CAS coordinator: Petr Urban) • ERC Starting Grant: Reconstructing Late Medieval Quests for Knowledge: Quodlibetal Debates as Precursors of Modern (ACADEMIA), (2021–2026, coordinator: Institute of Philosophy, Principal Investigator: Ota Pavlíček) • Interdisciplinary Research Lab for Bioethics, (2020–2024, Investigator: Geoffrey Dierckxens, Provider: Czech Academy of Sciences) Evaluating the behaviour of automated vehicles in terms of compliance with ethical and legal principles in mixed traffic, (2023–2025, Co-Investigator: Institute of Philosophy, CAS (Juraj Hvorecký), Provider: Technology Agency of the Czech Republic)

<i>Associated partner for secondment</i>	
Northeastern University, Ethics Institute, USA	
General description	
Role and profile of supervisor	Ronald Sandler is full Professor of Philosophy and Director of the Ethics Institute at Northeastern University, Boston. His primary areas of research are environmental ethics, ethics and emerging technologies, ethical theory, and Spinoza. He is Co-Director of the international research project “The Ethics of Conservation Biotechnology: A Conceptual Engineering Approach” supported by the National Endowment for the Humanities through the “Dangers and Opportunities of Technology: Perspectives from the Humanities” program.
Key research facilities, Infrastructure and Equipment	Northeastern University is a private research university with its main campus in Boston, Massachusetts. The Ethics Institute at Northeastern University conducts original research in the areas of applied ethics, religious ethics, ethical theory, social and political philosophy, and formal methods in ethics and epistemology. It hosts events, summer schools and regular working groups (e.g. on Environmental Ethics). It is part of Northeastern University's College of Social Sciences and Humanities, which comprises 17 schools, departments and programs and is home to over 160 faculty members. The applicant will be provided with a fully equipped office space and university library access. Snell Library resources include close to 500,000 print volumes, over 800,000 e-books, over

	100,000 electronic journals.
Previous and current involvement in EU-funded research and training programmes/actions/projects	NA

6. Additional ethics information

This proposal does not pose any ethical issues.

7. Additional information on security screening

This proposal does not pose any security issues.

8. Environmental considerations in light of the MSCA Green Charter

All travel undertaken for the project within Europe will take place by train and low-emission forms of transport will be chosen whenever possible for travel outside of Europe. External participants at the NONA workshop at CETE-P will be encouraged to travel by low-emission forms of transport whenever possible. As the research objectives of this project relate to questions of nature conservation, research communication of this project will aim at developing awareness on environmental sustainability within academic communities and the public sphere.

9. Required for Global Fellowships only: Letter(s) of commitment from associated partners (hosting the of outgoing phase)

NA

ANNEX 2

ESTIMATED BUDGET FOR THE ACTION

	Estimated EU contribution								
	Estimated eligible unit contributions (per budget category)							Maximum grant amount ¹	
	A. Contributions for recruited researchers					B. Institutional contributions			Total
	A.1 Living allowance	A.2 Mobility allowance	A.3 Family allowance	A.4 Long-term leave allowance	A.5 Special needs allowance	B.1 Research, training and networking contribution	B.2 Management and indirect contribution		
Forms of funding	Unit contribution ²	Unit contribution ²	Unit contribution ²	Unit contribution ²	Unit contribution ²	Unit contribution ²	Unit contribution ²	h = a + b + c + d + e + f + g	i
	a	b	c	d	e	f	g		
1 - FLU	135 278.16	17 040.00	15 840.00	0.00	0.00	24 000.00	15 600.00	207 758.16	207 758.16
2 - NU									
Σ consortium	135 278.16	17 040.00	15 840.00	0.00	0.00	24 000.00	15 600.00	207 758.16	207 758.16

¹ The 'maximum grant amount' is the maximum grant amount fixed in the grant agreement (on the basis of the sum of the beneficiaries' estimated units).

² See Annex 2a 'Additional information on the estimated budget' for the details (units, amount per unit).

ANNEX 2a

ADDITIONAL INFORMATION ON UNIT COSTS AND CONTRIBUTIONS

HE MSCA Doctoral Networks/Post-doctoral Fellowships and HE ERA fellowships

See [*Additional information on unit costs and contributions \(Annex 2a and 2b\)*](#)

HE MSCA Staff Exchanges

See [*Additional information on unit costs and contributions \(Annex 2a and 2b\)*](#)

HE MSCA COFUND

See [*Additional information on unit costs and contributions \(Annex 2a and 2b\)*](#)

ANNEX 4 HORIZON EUROPE MSCA UNIT MGA — MULTI + MONO

FINANCIAL STATEMENT FOR [PARTICIPANT NAME] FOR REPORTING PERIOD [NUMBER]

	EU contribution								Requested EU contribution
	Eligible unit contributions (per budget category)								
	[OPTION for all MSCA ToA except COFUND: A. . Contributions for [recruited researchers] [seconded staff members]][OPTION for COFUND: A. COFUND contributions]					[OPTION for all MSCA ToA except COFUND: B. Institutional contributions]		Total	
	[OPTION for DN and PF : A.1 Living allowance] [OPTION for SE: A.1 Top - up allowance] [OPTION for COFUND: A.1 COFUND allowance]	[OPTION for DN and PF: A.2 Mobility allowance]	[OPTION for DN and PF: A.3 Family allowance]	[OPTION for all MSCA ToA except SE: A.4 Long-term leave allowance]	A.5 Special needs allowance	[B.1 Research, training and networking contribution]	[B.2 Management and indirect contribution]		
Forms of funding	Unit contribution ¹	[Unit contribution ¹]	[Unit contribution ¹]	[Unit contribution ¹]	Unit contribution ¹	[Unit contribution ¹]	[Unit contribution ¹]	h = a [+ b]/[+ c] [+ d] + e [+ f] [+ g]	i
	a	[b]	[c]	[d]	e	[f]	[g]		
XX – [short name beneficiary/affiliated entity]									

The beneficiary/affiliated entity hereby confirms that:

The information provided is complete, reliable and true.

The unit contributions declared are eligible (see Article 6).

The contributions can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 19, 20 and 25).

¹ See Annex 2a 'Additional information on the estimated budget' for the details (units, amount per unit).

ANNEX 5

SPECIFIC RULES

CONFIDENTIALITY AND SECURITY (— ARTICLE 13)

Sensitive information with security recommendation

Sensitive information with a security recommendation must comply with the additional requirements imposed by the granting authority.

Before starting the action tasks concerned, the beneficiaries must have obtained all approvals or other mandatory documents needed for implementing the task. The documents must be kept on file and be submitted upon request by the coordinator to the granting authority. If they are not in English, they must be submitted together with an English summary.

For requirements restricting disclosure or dissemination, the information must be handled in accordance with the recommendation and may be disclosed or disseminated only after written approval from the granting authority.

EU classified information

If EU classified information is used or generated by the action, it must be treated in accordance with the security classification guide (SCG) and security aspect letter (SAL) set out in Annex 1 and Decision 2015/444¹ and its implementing rules — until it is declassified.

Deliverables which contain EU classified information must be submitted according to special procedures agreed with the granting authority.

Action tasks involving EU classified information may be subcontracted only with prior explicit written approval from the granting authority and only to entities established in an EU Member State or in a non-EU country with a security of information agreement with the EU (or an administrative arrangement with the Commission).

EU classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the granting authority.

ETHICS (— ARTICLE 14)

Ethics and research integrity

The beneficiaries must carry out the action in compliance with:

- ethical principles (including the highest standards of research integrity)

¹ Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53).

and

- applicable EU, international and national law, including the EU Charter of Fundamental Rights and the European Convention for the Protection of Human Rights and Fundamental Freedoms and its Supplementary Protocols.

No funding can be granted, within or outside the EU, for activities that are prohibited in all Member States. No funding can be granted in a Member State for an activity which is forbidden in that Member State.

The beneficiaries must pay particular attention to the principle of proportionality, the right to privacy, the right to the protection of personal data, the right to the physical and mental integrity of persons, the right to non-discrimination, the need to ensure protection of the environment and high levels of human health protection.

The beneficiaries must ensure that the activities under the action have an exclusive focus on civil applications.

The beneficiaries must ensure that the activities under the action do not:

- aim at human cloning for reproductive purposes
- intend to modify the genetic heritage of human beings which could make such modifications heritable (with the exception of research relating to cancer treatment of the gonads, which may be financed)
- intend to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer, or
- lead to the destruction of human embryos (for example, for obtaining stem cells).

Activities involving research on human embryos or human embryonic stem cells may be carried out only if:

- they are set out in Annex 1 or
- the coordinator has obtained explicit approval (in writing) from the granting authority.

In addition, the beneficiaries must respect the fundamental principle of research integrity — as set out in the European Code of Conduct for Research Integrity².

This implies compliance with the following principles:

- reliability in ensuring the quality of research reflected in the design, the methodology, the analysis and the use of resources
- honesty in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way

² European Code of Conduct for Research Integrity of ALLEA (All European Academies).

- respect for colleagues, research participants, society, ecosystems, cultural heritage and the environment
- accountability for the research from idea to publication, for its management and organisation, for training, supervision and mentoring, and for its wider impacts

and means that beneficiaries must ensure that persons carrying out research tasks follow the good research practices including ensuring, where possible, openness, reproducibility and traceability and refrain from the research integrity violations described in the Code.

Activities raising ethical issues must comply with the additional requirements formulated by the ethics panels (including after checks, reviews or audits; see Article 25).

Before starting an action task raising ethical issues, the beneficiaries must have obtained all approvals or other mandatory documents needed for implementing the task, notably from any (national or local) ethics committee or other bodies such as data protection authorities.

The documents must be kept on file and be submitted upon request by the coordinator to the granting authority. If they are not in English, they must be submitted together with an English summary, which shows that the documents cover the action tasks in question and includes the conclusions of the committee or authority concerned (if any).

VALUES (— ARTICLE 14)

Gender mainstreaming

The beneficiaries must take all measures to promote equal opportunities between men and women in the implementation of the action and, where applicable, in line with the gender equality plan. They must aim, to the extent possible, for a gender balance at all levels of personnel assigned to the action, including at supervisory and managerial level.

INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE (— ARTICLE 16)

Definitions

Access rights — Rights to use results or background.

Dissemination — The public disclosure of the results by appropriate means, other than resulting from protecting or exploiting the results, including by scientific publications in any medium.

Exploit(ation) — The use of results in further research and innovation activities other than those covered by the action concerned, including among other things, commercial exploitation such as developing, creating, manufacturing and marketing a product or process, creating and providing a service, or in standardisation activities.

Fair and reasonable conditions — Appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the results or background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.

FAIR principles — ‘findability’, ‘accessibility’, ‘interoperability’ and ‘reusability’.

Open access — Online access to research outputs provided free of charge to the end-user.

Open science — An approach to the scientific process based on open cooperative work, tools and diffusing knowledge.

Research data management — The process within the research lifecycle that includes the organisation, storage, preservation, security, quality assurance, allocation of persistent identifiers (PIDs) and rules and procedures for sharing of data including licensing.

Research outputs — Results to which access can be given in the form of scientific publications, data or other engineered results and processes such as software, algorithms, protocols, models, workflows and electronic notebooks.

Scope of the obligations

For this section, references to ‘beneficiary’ or ‘beneficiaries’ do not include affiliated entities (if any).

Agreement on background — Background free from restrictions

The beneficiaries must identify in a written agreement the background as needed for implementing the action or for exploiting its results.

Where the call conditions restrict control due to strategic interests reasons, background that is subject to control or other restrictions by a country (or entity from a country) which is not one of the eligible countries or target countries set out in the call conditions and that impact the exploitation of the results (i.e. would make the exploitation of the results subject to control or restrictions) must not be used and must be explicitly excluded in the agreement on background — unless otherwise agreed with the granting authority.

Results free from restrictions

Where the call conditions restrict control due to strategic interests reasons, the beneficiaries must ensure that the results of the action are not subject to control or other restrictions by a country (or entity from a country) which is not one of the eligible countries or target countries set out in the call conditions — unless otherwise agreed with the granting authority.

Ownership of results

Results are owned by the beneficiaries that generate them.

However, two or more beneficiaries own results jointly if:

- they have jointly generated them and
- it is not possible to:
 - establish the respective contribution of each beneficiary, or
 - separate them for the purpose of applying for, obtaining or maintaining their protection.

The joint owners must agree — in writing — on the allocation and terms of exercise of their joint ownership ('joint ownership agreement'), to ensure compliance with their obligations under this Agreement.

Unless otherwise agreed in the joint ownership agreement or consortium agreement, each joint owner may grant non-exclusive licences to third parties to exploit the jointly-owned results (without any right to sub-license), if the other joint owners are given:

- at least 45 days advance notice and
- fair and reasonable compensation.

The joint owners may agree — in writing — to apply another regime than joint ownership.

If third parties (including employees and other personnel) may claim rights to the results, the beneficiary concerned must ensure that those rights can be exercised in a manner compatible with its obligations under the Agreement.

The beneficiaries must indicate the owner(s) of the results (results ownership list) in the final periodic report.

Protection of results

Beneficiaries which have received funding under the grant must adequately protect their results — for an appropriate period and with appropriate territorial coverage — if protection is possible and justified, taking into account all relevant considerations, including the prospects for commercial exploitation, the legitimate interests of the other beneficiaries and any other legitimate interests.

Exploitation of results

Beneficiaries which have received funding under the grant must — up to four years after the end of the action (see Data Sheet, Point 1) — use their best efforts to exploit their results directly or to have them exploited indirectly by another entity, in particular through transfer or licensing.

If, despite a beneficiary's best efforts, the results are not exploited within one year after the end of the action, the beneficiaries must (unless otherwise agreed in writing with the granting authority) use the Horizon Results Platform to find interested parties to exploit the results.

If results are incorporated in a standard, the beneficiaries must (unless otherwise agreed with the granting authority or unless it is impossible) ask the standardisation body to include the funding statement (see Article 17) in (information related to) the standard.

Additional exploitation obligations

Where the call conditions impose additional exploitation obligations (including obligations linked to the restriction of participation or control due to strategic assets, interests, autonomy or security reasons), the beneficiaries must comply with them — up to four years after the end of the action (see Data Sheet, Point 1).

Where the call conditions impose additional exploitation obligations in case of a public emergency, the beneficiaries must (if requested by the granting authority) grant for a limited period of time specified in the request, non-exclusive licences — under fair and reasonable

conditions — to their results to legal entities that need the results to address the public emergency and commit to rapidly and broadly exploit the resulting products and services at fair and reasonable conditions. This provision applies up to four years after the end of the action (see Data Sheet, Point 1).

Additional information obligation relating to standards

Where the call conditions impose additional information obligations relating to possible standardisation, the beneficiaries must — up to four years after the end of the action (see Data Sheet, Point 1) — inform the granting authority, if the results could reasonably be expected to contribute to European or international standards.

Transfer and licensing of results

Transfer of ownership

The beneficiaries may transfer ownership of their results, provided this does not affect compliance with their obligations under the Agreement.

The beneficiaries must ensure that their obligations under the Agreement regarding their results are passed on to the new owner and that this new owner has the obligation to pass them on in any subsequent transfer.

Moreover, they must inform the other beneficiaries with access rights of the transfer at least 45 days in advance (or less if agreed in writing), unless agreed otherwise in writing for specifically identified third parties including affiliated entities or unless impossible under the applicable law. This notification must include sufficient information on the new owner to enable the beneficiaries concerned to assess the effects on their access rights. The beneficiaries may object within 30 days of receiving notification (or less if agreed in writing), if they can show that the transfer would adversely affect their access rights. In this case, the transfer may not take place until agreement has been reached between the beneficiaries concerned.

Granting licences

The beneficiaries may grant licences to their results (or otherwise give the right to exploit them), including on an exclusive basis, provided this does not affect compliance with their obligations.

Exclusive licences for results may be granted only if all the other beneficiaries concerned have waived their access rights.

Granting authority right to object to transfers or licensing — Horizon Europe actions

Where the call conditions in Horizon Europe actions provide for the right to object to transfers or licensing, the granting authority may — up to four years after the end of the action (see Data Sheet, Point 1) — object to a transfer of ownership or the exclusive licensing of results, if:

- the beneficiaries which generated the results have received funding under the grant
- it is to a legal entity established in a non-EU country not associated with Horizon Europe, and

- the granting authority considers that the transfer or licence is not in line with EU interests.

Beneficiaries that intend to transfer ownership or grant an exclusive licence must formally notify the granting authority before the intended transfer or licensing takes place and:

- identify the specific results concerned
- describe in detail the new owner or licensee and the planned or potential exploitation of the results, and
- include a reasoned assessment of the likely impact of the transfer or licence on EU interests, in particular regarding competitiveness as well as consistency with ethical principles and security considerations.

The granting authority may request additional information.

If the granting authority decides to object to a transfer or exclusive licence, it must formally notify the beneficiary concerned within 60 days of receiving notification (or any additional information it has requested).

No transfer or licensing may take place in the following cases:

- pending the granting authority decision, within the period set out above
- if the granting authority objects
- until the conditions are complied with, if the granting authority objection comes with conditions.

A beneficiary may formally notify a request to waive the right to object regarding intended transfers or grants to a specifically identified third party, if measures safeguarding EU interests are in place. If the granting authority agrees, it will formally notify the beneficiary concerned within 60 days of receiving notification (or any additional information requested).

Limitations to transfers and licensing due to strategic assets, interests, autonomy or security reasons of the EU and its Member States

Where the call conditions restrict participation or control due to strategic assets, interests, autonomy or security reasons, the beneficiaries may not transfer ownership of their results or grant licences to third parties which are established in countries which are not eligible countries or target countries set out in the call conditions (or, if applicable, are controlled by such countries or entities from such countries) — unless they have requested and received prior approval by the granting authority.

The request must:

- identify the specific results concerned
- describe in detail the new owner or licensee and the planned or potential exploitation of the results, and
- include a reasoned assessment of the likely impact of the transfer or license on the strategic assets, interests, autonomy or security of the EU and its Member States.

The granting authority may request additional information.

Access rights to results and background

Exercise of access rights — Waiving of access rights — No sub-licensing

Requests to exercise access rights and the waiver of access rights must be in writing.

Unless agreed otherwise in writing with the beneficiary granting access, access rights do not include the right to sub-license.

If a beneficiary is no longer involved in the action, this does not affect its obligations to grant access.

If a beneficiary defaults on its obligations, the beneficiaries may agree that that beneficiary no longer has access rights.

Access rights for implementing the action

The beneficiaries must grant each other access — on a royalty-free basis — to background needed to implement their own tasks under the action, unless the beneficiary that holds the background has — before acceding to the Agreement —:

- informed the other beneficiaries that access to its background is subject to restrictions, or
- agreed with the other beneficiaries that access would not be on a royalty-free basis.

The beneficiaries must grant each other access — on a royalty-free basis — to results needed for implementing their own tasks under the action.

Access rights for exploiting the results

The beneficiaries must grant each other access — under fair and reasonable conditions — to results needed for exploiting their results.

The beneficiaries must grant each other access — under fair and reasonable conditions — to background needed for exploiting their results, unless the beneficiary that holds the background has — before acceding to the Agreement — informed the other beneficiaries that access to its background is subject to restrictions.

Requests for access must be made — unless agreed otherwise in writing — up to one year after the end of the action (see Data Sheet, Point 1).

Access rights for entities under the same control

Unless agreed otherwise in writing by the beneficiaries, access to results and, subject to the restrictions referred to above (if any), background must also be granted — under fair and reasonable conditions — to entities that:

- are established in an EU Member State or Horizon Europe associated country
- are under the direct or indirect control of another beneficiary, or under the same direct or indirect control as that beneficiary, or directly or indirectly controlling that beneficiary and

- need the access to exploit the results of that beneficiary.

Unless agreed otherwise in writing, such requests for access must be made by the entity directly to the beneficiary concerned.

Requests for access must be made — unless agreed otherwise in writing — up to one year after the end of the action (see Data Sheet, Point 1).

Access rights for the granting authority, EU institutions, bodies, offices or agencies and national authorities to results for policy purposes — Horizon Europe actions

In Horizon Europe actions, the beneficiaries which have received funding under the grant must grant access to their results — on a royalty-free basis — to the granting authority, EU institutions, bodies, offices or agencies for developing, implementing and monitoring EU policies or programmes. Such access rights do not extend to beneficiaries' background.

Such access rights are limited to non-commercial and non-competitive use.

For actions under the cluster 'Civil Security for Society', such access rights also extend to national authorities of EU Member States for developing, implementing and monitoring their policies or programmes in this area. In this case, access is subject to a bilateral agreement to define specific conditions ensuring that:

- the access rights will be used only for the intended purpose and
- appropriate confidentiality obligations are in place.

Moreover, the requesting national authority or EU institution, body, office or agency (including the granting authority) must inform all other national authorities of such a request.

Additional access rights

Where the call conditions impose additional access rights, the beneficiaries must comply with them.

COMMUNICATION, DISSEMINATION, OPEN SCIENCE AND VISIBILITY (— ARTICLE 17)

Dissemination

Dissemination of results

The beneficiaries must disseminate their results as soon as feasible, in a publicly available format, subject to any restrictions due to the protection of intellectual property, security rules or legitimate interests.

A beneficiary that intends to disseminate its results must give at least 15 days advance notice to the other beneficiaries (unless agreed otherwise), together with sufficient information on the results it will disseminate.

Any other beneficiary may object within (unless agreed otherwise) 15 days of receiving notification, if it can show that its legitimate interests in relation to the results or background would be significantly harmed. In such cases, the results may not be disseminated unless appropriate steps are taken to safeguard those interests.

Additional dissemination obligations

Where the call conditions impose additional dissemination obligations, the beneficiaries must also comply with those.

Open Science

Open science: open access to scientific publications

The beneficiaries must ensure open access to peer-reviewed scientific publications relating to their results. In particular, they must ensure that:

- at the latest at the time of publication, a machine-readable electronic copy of the published version or the final peer-reviewed manuscript accepted for publication, is deposited in a trusted repository for scientific publications
- immediate open access is provided to the deposited publication via the repository, under the latest available version of the Creative Commons Attribution International Public Licence (CC BY) or a licence with equivalent rights; for monographs and other long-text formats, the licence may exclude commercial uses and derivative works (e.g. CC BY-NC, CC BY-ND) and
- information is given via the repository about any research output or any other tools and instruments needed to validate the conclusions of the scientific publication.

Beneficiaries (or authors) must retain sufficient intellectual property rights to comply with the open access requirements.

Metadata of deposited publications must be open under a Creative Commons Public Domain Dedication (CC 0) or equivalent, in line with the FAIR principles (in particular machine-actionable) and provide information at least about the following: publication (author(s), title, date of publication, publication venue); Horizon Europe or Euratom funding; grant project name, acronym and number; licensing terms; persistent identifiers for the publication, the authors involved in the action and, if possible, for their organisations and the grant. Where applicable, the metadata must include persistent identifiers for any research output or any other tools and instruments needed to validate the conclusions of the publication.

Open science: research data management

The beneficiaries must manage the digital research data generated in the action ('data') responsibly, in line with the FAIR principles and by taking all of the following actions:

- establish a data management plan ('DMP') (and regularly update it)
- as soon as possible and within the deadlines set out in the DMP, deposit the data in a trusted repository; if required in the call conditions, this repository must be federated in the EOSC in compliance with EOSC requirements
- as soon as possible and within the deadlines set out in the DMP, ensure open access — via the repository — to the deposited data, under the latest available version of the Creative Commons Attribution International Public License (CC BY) or Creative Commons Public Domain Dedication (CC 0) or a licence/dedication with equivalent rights, following the principle 'as open as possible as closed as necessary', unless providing open access would in particular:

- be against the beneficiary's legitimate interests, including regarding commercial exploitation, or
 - be contrary to any other constraints, in particular the EU competitive interests or the beneficiary's obligations under this Agreement; if open access is not provided (to some or all data), this must be justified in the DMP
- provide information via the repository about any research output or any other tools and instruments needed to re-use or validate the data.

Metadata of deposited data must be open under a Creative Common Public Domain Dedication (CC 0) or equivalent (to the extent legitimate interests or constraints are safeguarded), in line with the FAIR principles (in particular machine-actionable) and provide information at least about the following: datasets (description, date of deposit, author(s) and embargo); Horizon Europe or Euratom funding; grant project name, acronym and number; licensing terms; persistent identifiers for the dataset, the authors involved in the action, and, if possible, for their organisations and the grant. Where applicable, the metadata must include persistent identifiers for related publications and other research outputs.

Open science: additional practices

Where the call conditions impose additional obligations regarding open science practices, the beneficiaries must also comply with those.

Where the call conditions impose additional obligations regarding the validation of scientific publications, the beneficiaries must provide (digital or physical) access to data or other results needed for validation of the conclusions of scientific publications, to the extent that their legitimate interests or constraints are safeguarded (and unless they already provided (open) access at publication).

Where the call conditions impose additional open science obligations in case of a public emergency, the beneficiaries must (if requested by the granting authority) immediately deposit any research output in a trusted repository and provide open access to it under a CC BY licence, a Public Domain Dedication (CC 0) or equivalent. As an exception, if the access would be against the beneficiaries' legitimate interests, the beneficiaries must grant non-exclusive licenses — under fair and reasonable conditions — to legal entities that need the research output to address the public emergency and commit to rapidly and broadly exploit the resulting products and services at fair and reasonable conditions. This provision applies up to four years after the end of the action (see Data Sheet, Point 1).

Plan for the exploitation and dissemination of results including communication activities

Unless excluded by the call conditions, the beneficiaries must provide and regularly update a plan for the exploitation and dissemination of results including communication activities.

SPECIFIC RULES FOR CARRYING OUT THE ACTION (— ARTICLE 18)

Implementation in case of restrictions due to strategic assets, interests, autonomy or security of the EU and its Member States

Where the call conditions restrict participation or control due to strategic assets, interests, autonomy or security, the beneficiaries must ensure that none of the entities that participate as affiliated entities, associated partners, third parties giving in-kind contributions, subcontractors or recipients of financial support to third parties are established in countries

which are not eligible countries or target countries set out in the call conditions (or, if applicable, are controlled by such countries or entities from such countries) — unless otherwise agreed with the granting authority.

The beneficiaries must moreover ensure that any cooperation with entities established in countries which are not eligible countries or target countries set out in the call conditions (or, if applicable, are controlled by such countries or entities from such countries) does not affect the strategic assets, interests, autonomy or security of the EU and its Member States.

Specific rules for MSCA actions

When implementing MSCA Doctoral Networks (DN), Postdoctoral Fellowships (PF) and COFUND actions, the beneficiaries must respect the following conditions:

- take all measures to implement the principles set out in Annex II to the Council Recommendation on a European framework to attract and retain research, innovation and entrepreneurial talents in Europe³ ('the European Charter for Researchers') and ensure that the researchers and all participants involved in the action are aware of them
- ensure that the researchers enjoy at the place of the implementation at least the same standards and working conditions as those applicable to local researchers holding a similar position
- ensure that the employment contract, other direct contract or fixed-amount-fellowship agreement (see Article 6) specifies:
 - the name of the supervisor(s) for the research training activities
 - the starting date and duration of the research training activities
 - the monthly support for the researcher under this Agreement (in euro and, if relevant, in the currency in which the remuneration is paid)
 - the obligation of the researcher to work exclusively for the action, unless part-time for professional reasons is allowed and has been approved (and for MSCA-DN and MSCA-PF: not to receive, for activities carried out in the frame of the action, other incomes than those received from the beneficiary or other entities mentioned in Annex 1)
 - the working pattern of the researcher
 - the arrangements related to the intellectual property rights (during implementation of the action and afterwards), in particular full access — on a royalty-free basis — for the researcher to background and results needed for their activities under the action

³ Council Recommendation C/2023/1640 of 18 December 2023 on a European framework to attract and retain research, innovation and entrepreneurial talents in Europe, Annex II (OJ C, C/2023/1640, 29.12.2023).

- the obligation of the researcher to inform as soon as possible about events or circumstances likely to affect the implementation of the action or the compliance with requirements under the Agreement (see Article 19)
- the obligation of the researcher to maintain confidentiality (see Article 13)
- the obligation of the researcher to ensure the visibility of EU funding in communications or publications and in applications for the protection of results (see Articles 17)
- where set out in the call conditions, the obligation of the researcher to carry out a mandatory return period of 12 months
- assist the researchers in the administrative procedures related to the recruitment
- inform the researchers about:
 - the description, conditions, location and timetable for the implementation of the research training activities
 - the rights and obligations toward the researchers under this Agreement
 - the obligation of the researchers to complete and submit — at the end of the research training activities — the evaluation questionnaire and — two years later — follow-up questionnaire provided by the granting authority
- ensure full access — on a royalty-free basis — for the researchers to background and results needed for their activities under the action
- ensure that the researchers do not have to bear any costs for the implementation of the action as described in Annex 1
- provide training and the necessary means for implementing the action (or ensure that such training and means are provided by other participants in the action)
- ensure that the researchers are adequately supervised and receive appropriate career guidance
- ensure that personalised career development plans are established, support their implementation and update in view of the needs of the researchers
- ensure an appropriate exposure to the non-academic sector (if applicable)
- respect the maximum limit for secondments set out in the call conditions
- respect the conditions for the outgoing and return phases set out in the call conditions (if any)
- ensure that the researchers are informed that they are ‘Marie Skłodowska-Curie fellows’
- for MSCA-DN and MSCA-COFUND:

- advertise and publish vacancies internationally, including on the web-sites requested by the granting authority, indicating the gross salary (not including employer's social contributions) to be offered to the researcher
- recruit the researchers, following an open, transparent, merit-based, impartial and equitable recruitment procedure (for postdoctoral programmes in MSCA-COFUND: with regular selection rounds and international peer review), on the basis of:
 - their scientific skills and the relevance of their research experience
 - the impact of the proposed training on the researcher's career
 - a fair gender representation (by promoting genuine equal access opportunities throughout the recruitment process)

The selection committees must bring together diverse expertise, have an adequate gender balance and include members from different countries and with relevant experience to assess the candidates.

- ensure that no conflict of interest exists in or arises from the recruitment
- for MSCA-DN and MSCA-PF:
 - ensure that the researchers do not receive, for activities carried out in the frame of the action, other incomes than those received from the beneficiaries (or other entities mentioned in Annex 1)
 - host the researchers at their premises (or at the premises of other participants in the action)
- for MSCA-COFUND where doctoral or post-doctoral programmes are implemented as financial support to third parties through implementing partners:
 - ensure that the implementing partners comply with the same standards and procedures for implementing the research training activities, including the recruitment and working conditions for researchers, the specific rules for MSCA-COFUND actions and the specific rules on ethics and research integrity set out in Annex 5
 - implement effective monitoring and oversight arrangements towards the implementing partners, covering all aspects relating to the action
 - ensure effective and reliable reporting by the implementing partners, covering the activities implemented, information on indicators, as well as the legality and regularity of the expenditure claimed
 - ensure that the implementing partners provide that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the final recipients.

When implementing Horizon Europe MSCA Staff Exchanges (MSCA-SE), the beneficiaries must respect the following conditions:

- take all measures to implement the principles set out in Annex II to the Council Recommendation on a European framework to attract and retain research, innovation and entrepreneurial talents in Europe⁴ ('the European Charter for Researchers') and ensure that the seconded staff and all participants involved in the action are aware of them
- ensure that the seconded staff enjoys at the place of the implementation at least the same standards and working conditions as those applicable to local staff holding a similar position
- assist the seconded staff with the administrative procedures related to their secondment
- inform the seconded staff about:
 - the description, conditions, location and timetable for the implementation of the secondment
 - the rights and obligations of the beneficiary toward the seconded staff under this Agreement
 - the obligation of the seconded staff to complete and submit — at the end of the secondment — the evaluation questionnaire and — two years later — the follow-up questionnaire provided by the granting authority
 - the arrangements related to the intellectual property rights between the beneficiary and the seconded staff (during the secondment and afterwards), in particular full access — on a royalty-free basis — for the staff to background and results needed for their activities under the action
 - the obligation of the seconded staff to maintain confidentiality (see Article 13)
 - the obligation of the seconded staff to ensure the visibility of EU funding in communications or publications and in applications for the protection of results (see Article 17)
- ensure that the seconded staff do not have to bear any costs for the implementation of the action as described in Annex 1
- provide training and the necessary means for implementing the action (or ensure that such training and means are provided by other participants in the action)
- ensure that the seconded staff are adequately mentored
- ensure that the rights and obligations of the seconded staff remain unchanged during the secondment
- ensure full access — on a royalty-free basis — for the staff to background and results needed for their activities under the action

⁴ Council Recommendation C/2023/1640 of 18 December 2023 on a European framework to attract and retain research, innovation and entrepreneurial talents in Europe, Annex II (OJ C, C/2023/1640, 29.12.2023).

- if appropriate, ensure that seconded staff are reintegrated after the secondment
- ensure that the seconded staff are covered by an adequate medical insurance scheme
- ensure that the seconded staff have the relevant expertise for the action
- use the top-up allowance (see Article 6) to contribute to the subsistence, accommodation and travel of the seconded staff.

Specific rules for ERA Fellowship actions

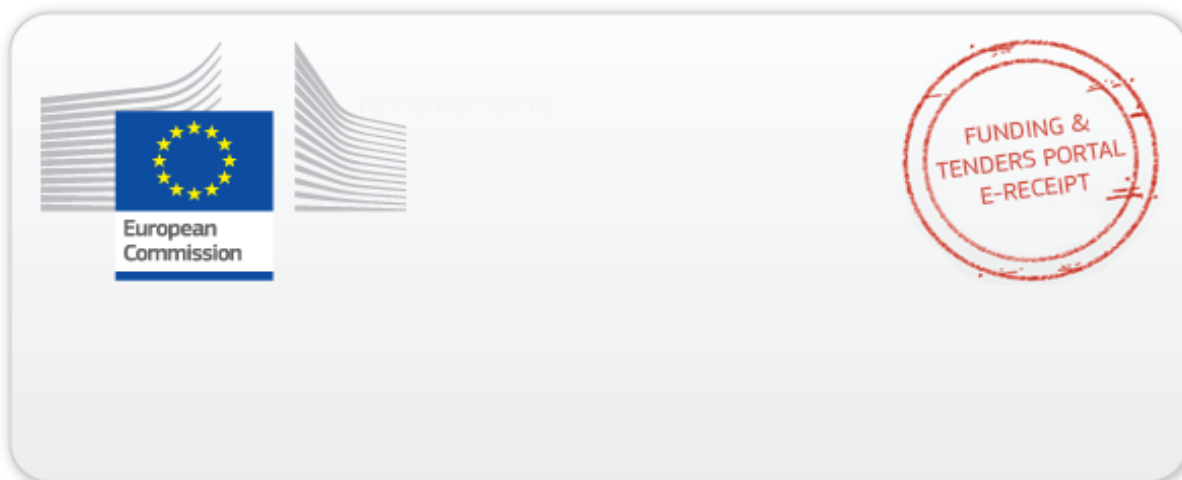
When implementing ERA Fellowships, the beneficiaries must respect the following conditions:

- take all measures to implement the principles set out in Annex II to the Council Recommendation on a European framework to attract and retain research, innovation and entrepreneurial talents in Europe⁵ ('the European Charter for Researchers') and ensure that the researchers and all participants involved in the action are aware of them
- ensure that the researchers enjoy at the place of the implementation at least the same standards and working conditions as those applicable to local researchers holding a similar position
- ensure that the employment contract, other direct contract or fixed-amount-fellowship agreement (see Article 6) specifies:
 - the name of the supervisor(s) for the research training activities
 - the starting date and duration of the research training activities
 - the monthly support for the researcher under this Agreement (in euro and, if relevant, in the currency in which the remuneration is paid)
 - the obligation of the researcher to work exclusively for the action, unless part-time for professional reasons is allowed and has been approved (and not to receive, for activities carried out in the frame of the action, other incomes than those received from the beneficiary or other entities mentioned in Annex 1)
 - the working pattern of the researcher
 - the arrangements related to the intellectual property rights (during implementation of the action and afterwards), in particular full access — on a royalty-free basis — for the researcher to background and results needed for their activities under the action

⁵ Council Recommendation C/2023/1640 of 18 December 2023 on a European framework to attract and retain research, innovation and entrepreneurial talents in Europe, Annex II (OJ C, C/2023/1640, 29.12.2023).

- the obligation of the researcher to inform as soon as possible about events or circumstances likely to affect the implementation of the action or the compliance with requirements under the Agreement (see Article 19)
- the obligation of the researcher to maintain confidentiality (see Article 13)
- the obligation of the researcher to ensure the visibility of EU funding in communications or publications and in applications for the protection of results (see Articles 17)
- where set out in the call conditions, the obligation of the researcher to carry out a mandatory return period of 12 months
- assist the researchers in the administrative procedures related to the recruitment
- inform the researchers about:
 - the description, conditions, location and timetable for the implementation of the research training activities
 - the rights and obligations toward the researchers under this Agreement
 - the obligation of the researchers to complete and submit — at the end of the research training activities — the evaluation questionnaire and — two years later — follow-up questionnaire provided by the granting authority
- ensure full access — on a royalty-free basis — for the researchers to background and results needed for their activities under the action
- ensure that the researchers do not have to bear any costs for the implementation of the action as described in Annex 1
- provide training and the necessary means for implementing the action (or ensure that such training and means are provided by other participants in the action)
- ensure that the researchers are adequately supervised and receive appropriate career guidance
- ensure that personalised career development plans are established, support their implementation and update in view of the needs of the researchers
- ensure an appropriate exposure to the non-academic sector (if applicable)
- respect the maximum limit for secondments set out in the call conditions
- respect the conditions for the outgoing and return phases set out in the call conditions (if any)
- ensure that the researchers are informed that they are ‘ERA fellows’
- ensure that the researchers do not receive, for activities carried out in the frame of the action, other incomes than those received from the beneficiaries (or other entities mentioned in Annex 1)

- host the researchers at their premises (or at the premises of other participants in the action)



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