

# **Memorandum of Understanding**

between

six parties of CORE Organic II

on maintaining the Real Common Pot Call on the thematic research area 'Management of phosphorus and use of secondary fertilizers within organic agriculture'

> Dissemination level: Status: Date

COII RCP Parties Final version 10 April 2012, signed 4 June 2012



CORE Organic II is an ERA-NET funded by the European Commission's 7th Framework Programme; Contract no. 249667.

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# Article 1: The purpose of this Memorandum of Understanding

This Memorandum of Understanding (MoU) sets out the framework of the joint funding cooperation of research and development in the thematic area: Sustainable and efficient management of phosphorus and use of secondary fertilizers within organic agriculture, within the EC funded project CORE Organic II (COII)(Grant Agreement no. 249667).

The national funding bodies (hereinafter the parties) declare their willingness to participate in this cooperation, and to contribute to the funding and execution/organisation of joint research and development (R&D) project(s) during the period 2013 – 2016 funded through a Real Common Pot (RCP) funding model.

This MoU defines the aim of the joint call, outlines the main procedures for the call, and the role of the parties.

# **Article 2: Parties**

The following parties are participating in the cooperation:

- 1. Federal Ministry of Agriculture, Forestry, Environment and Water Management (BMLFUW), Austria
- 2a. The Danish AgriFish Agency (DAFA), Denmark (Danish funding party)
- 2b. International Centre for Research in Organic Food Systems (ICROFS), Denmark
- 3a. Federal Ministry of Food, Agriculture and Consumer Protection (BMELV), Germany (German funding party)
- 3b. Federal Office of Agriculture and Food (BLE), Germany
- 4. The Research Council of Norway (RCN), Norway
- 5. Federal Office for Agriculture (FOAG), Switzerland
- 6. Department for Environment, Food and Rural Affairs (DEFRA), United Kingdom

Contact details for the people involved are listed in Annex I: The initial RCP MB memberships.

## Article 3: Aim of the joint call

Organic farming and food systems still have a big potential for innovation and improved solutions to general societal challenges in food and agriculture. Research activities will be important for this. Coordinated transnational research has the potential to create a less fragmented research area in this fast growing sector. The expected benefits for Europe of the CORE Organic funding collaboration is to reinforce its leading status and excellence in organic research, enhance the European research area on organic agriculture, increase the efficiency in use of organic research funds and improve the



impact of research on the organic sector's development. Initiating projects on topics identified as common priorities will allow the sector to better meet the demand for organic food and products. This will contribute to sustainable development in food production and improve the general competitivity of the European agriculture.

The main purpose of using the RCP funding model instead of the virtual common pot normally used within the COII project is to allow the funding of a transnational project independently from national contributions of individual partners. Thereby, the RCP funding bodies expect research and development of highest scientific quality and impact for the sector.

The current call is a pilot call and will test the funding model within CORE Organic II. These experiences will have importance for the future long term collaboration, also in other areas of the knowledge based bio-economy. It is expected that only one R&D project will be funded.

# Article 4: Research theme and main rules of the joint call

The joint call will be open for research and development proposals within the field of "Sustainable and efficient management of phosphorus and use of secondary fertilizers within organic agriculture". The full call text can be found in the Call announcement (Annex II). The call will be published on the CO II web site (<u>www.coreorganic2.org</u>) and through the channels normally used in the participating countries.

Additionally, the parties have set out their clear will and understanding that of gaining experience with the RCP funding model. That is why only applicants from the RCP funding countries can apply for funds.

To ensure 'value for money' for all funding bodies, a selection criterion is that the results should be applicable in all countries funding the call. In addition, the funding bodies will have access rights to the results, and the selected R&D project consortium is committed to disseminate results equally in all the funding countries, at least in English.

The rules for the applicants are adapted from the rules in a FP7 collaboration project and further described in the Guideline for applicants, Annex III.



# Article 5: Management and administration

## 5.1 Management Board

The overall responsibility for the governance of the programme lies with the COII RCP Management Board (RCP MB), whose membership is formed by one representative from each participating funding country. For Germany, the BLE will be the representative from Germany, and ICROFS will be the representative from Denmark. The initial RCP MB membership and deputies are given in Annex I. Replacement of a RCP MB member or a deputy can take place after a request from the funding body to the RCP secretariat. Annex I will be updated by the RCP secretariat when needed and the newest version will be available in the intranet of CORE Organic II.

The RCP MB will:

- Take overall responsibility in the implementation of this MoU
- Define its particular obligations in Terms of Reference as soon as the MoU comes into force
- Agree on modifications to the procedures if needed, according to the decision procedure
- Be supported by the RCP secretariat
- Approve the Terms of Reference of the RCP secretariat
- Take part in the selection procedure as outlined in this MoU
- Take part in decisions needed in relation to the funded R&D project(s)
- Take part in the evaluation of the scientific reporting from the R&D project(s)

#### Meetings

The RCP MB will at their first meeting select one member to act as chairman. The RCP MB is administratively supported by the RCP secretariat.

In the event a RCP MB member is unable to attend a meeting, the party in question may be represented by a person assigned as deputy RCP MB member or a proxy to another attending party. Any RCP MB member can request a meeting.

The RCP MB will meet (face-to-face or web conference) for the selection of the scientific expert panel and the selection of R&D project(s) to be funded. The RCP MB will hold additional meetings, by web conference or face-to-face, as necessary to monitor progress of activities.

If a RCP MB member is unable to attend a meeting, the party in question may be represented by a person assigned as deputy RCP MB member or a proxy of another attending party.



#### **Decision procedure**

At RCP MB meetings the members shall not deliberate and decide validly unless 2/3 of its members are present or represented (quorum). The RCP MB shall strive to find consensus between its members. If there are disagreements within the RCP MB in cases where a decision is needed, agreements can be made by voting. Each RCP funding country has one vote and decisions are taken by simple majority. In case of equal votes, the weight of the votes will reflect the funding placed in the pot (AT=12%, DE, DK, NO=23%, CH=6% and UK=13%). Parties can as well make suggestion for improvements of procedures by written requests to the chair of the RCP secretariat, who will proceed the request for decision making.

Except the selection of the scientific expert panel and the selection of R&D project(s) any other decision may also be taken without a face-to-face or web meeting if the RCP secretariat circulates to all members of the RCP MB a written document which is then agreed to in writing (email). For decisions or votes by email (written procedure), the RCP MB should have at least 7 working days to answer. If a member of the MB does not send his/her vote within this timeframe, the vote will be considered blank and the decision will be taken by the majority of those having voted. In case of equal votes no changes will be made. However, each member of the RCP MB shall be entitled to call for a formal meeting instead of the written procedure.

#### 5.2 Administration

#### 5.2.1 RCP secretariat

BMLFUW, BLE and ICROFS will join forces and form a RCP secretariat centrally managing all activities related to the preparation of the joint call (BLE), evaluation of proposals (BLE), assist the Fund Manager in administration of the funding of the R&D project(s) (ICROFS), supporting the RCP MB (ICROFS), monitoring the progress of the R&D project(s) (BLE), coordinate the annual and final project evaluation of the R&D project(s) (BMLFUW), support dissemination of the R&D project(s) (ICROFS), and report annually to the RCP MB (BLE).

The RCP secretariat will prepare the basis for a sustainable cooperation between the RCP parties and continuously support the RCP MB.

The RCP secretariat will at their first meeting select one person to act as chairman.

The work of the COII RCP secretariat can be divided into three parts: Preparation

- Agreements between parties
- Launching of the call including supervision of web site amendments
- Elaboration of a Terms of Reference for the RCP secretariat

Selection

• Eligibility check by the RCP secretariat



- Establishing a scientific expert panel
- Coordinate the evaluation procedures performed by the scientific expert panel and the RCP MB members
- Publish the result of the selection and the persons/institutions granted the funds
- Negotiate amendments with the R&D project coordinator(s) if the RCP MB requires it

Project execution

- Monitor the fund management and arranging annual audits
- Report to the RCP MB
- Monitor the funded R&D project(s)
- Coordinate the annual and final report evaluations
- Assist in dissemination also to non-RCP members of COII

#### Agreements between parties

The agreements between the parties have been drafted by ICROFS and BLE and discussed with the current members of the RCP MB at regular meetings with the first meeting 30 November 2011. The RCP MB will continue to be supported by the RCP secretariat.

#### Launching of the call including supervision of web site amendments

The call will be launched at the site where the CORE Organic II calls have been launched: <u>www.eracall.eu/coreorganic</u>. BLE will collaborate with the web developer to amend the site and system behind where needed. All RCP MB members will link to the call from national websites. A contact point in each country has been appointed (see Guideline for applicants, annex III).

#### Eligibility check of proposals by the RCP secretariat

The BLE will check that the applications and each applicant are eligible according to the COII RCP eligibility criteria listed in the Guideline for applicants (annex III).

#### Establishing a scientific expert panel

The BLE will be in charge of establishing the scientific expert panel as described further under the project selection procedure.

#### Evaluation of the proposals by the scientific expert panel and the RCP MB members

All persons involved in the evaluation of the project proposals will be granted access to the on-line evaluation system. The BLE will ensure that the time table for evaluation will be respected by the evaluators.

#### Selection of the R&D project(s) to be funded

The meeting materials for the RCP MB project selection meeting will be prepared by BLE. The result of the selection will be published on the CORE Organic II website by ICROFS.

#### Contract to be negotiated and signed with the R&D project coordinator(s)

An agreement between the institution of the R&D project coordinator(s) and DAFA (on behalf of the RCP MB) including the results of the negotiations mentioned above will be signed. This Agreement together with the Terms and Conditions of Contract (Annex IV, as further described under Article 7) and any attachments will constitute the Contract.



The RCP MB members might agree to require changes to the R&D project(s), based on the scientific expert evaluation or the evaluation by the RCP MB members. These changes will be negotiated by the RCP secretariat with the R&D project coordinator(s).

#### Fund management, including annual audits

The fund management will be performed by DAFA. The R&D project partners will receive funds directly from DAFA. Payment for the first calendar year will be executed as soon as possible after the contract has been entered into. The remaining funds will be paid annually based on approval of the annual report by the RCO MB. The fund management will be audited by an external auditor annually.

#### Reporting to the RCP MB

The BLE will submit an annual report which covers activities in the secretariat, project update and financial matters. These reports will be submitted to the RCP MB 8 weeks after the end of each reporting period at the latest. The parties will respond, within 4 weeks after receiving a report, by either stating their formal approval or requesting further information or amendments. The financial part of the reports will be submitted to an external audit annually, and the result of that audit sent to all parties.

#### Monitoring of the funded R&D project(s)

The funded R&D project(s) will be monitored throughout the lifetime by BLE, and assisted by RCP MB members when useful, e.g. attendance in project meetings or workshops. The RCP secretariat will facilitate the dissemination of the results to all interested parties of CORE Organic II, its observers and the services within the European Commission.

#### Coordination of annual report evaluation

The R&D project(s) will be evaluated annually by the RCP MB, optionally assisted by an expert evaluation made by the scientific experts involved in the evaluation of the proposals. BMLFUW will coordinate the evaluations.

#### 5.2.2 Administrative costs

The estimated costs for the administration of the selected R&D project(s) will be shared among the partners according to their interests and possibilities. Costs will be covered either by payment or by in-kind contributions in order to administrate the funds. BLE, BMLFUW and ICROFS will provide man months for the tasks specified in Table 1, whereas RCN and FOAG will each pay an estimated share of 4000 euro. These payments should be transferred to ICROFS on request, and will be used to pay the following costs: audits of the fund management and scientific evaluations for the annual reports.

Costs for the participation in this MoU have to be covered by the individual parties. In the case that the Governing Board of CORE Organic II will decide on a redistribution of the budget, the



administrative cost for the planning of the call, evaluation, selection and contracting of the R&D project(s) can be covered by the COII budget.

Partner	Person-month according to tasks	Cost total €	Person month corresponding to 4000€	Payment to ICROFS (€)
BMLFUW, AT	0.8 <sup>1</sup>		0.8	
DAFA, DK	0.2 <sup>2</sup>			
ICROFS, DK	0.6 <sup>3</sup>	8000	0.6	
BLE, DE	0.7 <sup>4</sup>		0.7	
RCN, NO				4000
FOAG, CH				4000

Table 1. Distribution of tasks and costs for coverage of the administration costs

In case there should be funds or person hours at the end of the R&D project(s) administration period, the RCP MB will decide how it should be spent.

# Article 6: The R&D project(s) selection procedure

The call for proposals is carried out in a one step procedure. After an eligibility check by the RCP secretariat, the submitted proposals will be selected upon the results of a peer review by a scientific expert panel and an evaluation on relevance and impact by the RCP MB.

The scientific expert panel will consist of 3 independent experts. A list of these experts with their area of expertise and CVs will be used by the RCP secretariat to create a scientific expert panel that covers the scientific areas relating from the call text. The RCP MB will approve the scientific expert panel. The experts have to sign an impartiality and confidentiality agreement before they get access to the proposals. In case none of the proposals are evaluated as suitable for funding by the scientific expert panel the call will be deemed unsuccessful. The MB will close the call after having informed the applicants.

For the proposals that are evaluated as suitable for funding and ranked by the scientific expert panel, the RCP MB will evaluate the relevance to the field and impact as described in the Guideline for applicants (Annex III). In connection to the selection procedure, the MB shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the MB shall not unlawfully discriminate within the meaning and scope of the EU Equal Treatment Directive.

<sup>&</sup>lt;sup>4</sup> BLE: monitoring of project, reporting to TCP partners



<sup>&</sup>lt;sup>1</sup> BMLFUW: coordination of the evaluation by expert s and by the RCP committee of annual and final reporting

<sup>&</sup>lt;sup>2</sup> DAFA: fund management

<sup>&</sup>lt;sup>3</sup> ICROFS: support to RCP MB, support to management of the funds, support to project dissemination

The final funding decision is taken by the RCP MB members based on the scientific expert evaluation and the RCP MBs own evaluation of the relevance and impact. Where a unanimous decision cannot be reached, the R&D project(s) will be selected by voting according to the decision procedure described in Article 5.1.

The guideline on impartiality in the CORE Organic II real common pot call is listed in Annex V, and the details on the evaluation of CORE Organic II proposals in the Guideline for applicants, Annex III.

# Article 7: Funding for the joint call

The call is funded through a real common pot provided by the parties according to table 2 below and the funds are administrated by DAFA in close collaboration with ICROFS.

All financial transactions of the funding to the R&D project consortium will be performed by DAFA. An agreement between DAFA and the host institution of the project coordinator will be made and connected to the terms and conditions of contract (Annex IV), and the funding contracts between DAFA and the individual R&D project partners. An external audit will observe annually the management of the funds.

Each RCP party providing funds for the call will sign an individual contract with DAFA (Annex VI).

The parties will through the annual report of the RCP secretariat receive scientific and financial reporting and results of the audits.

Party	Country	Funding
		(Euro)
Federal Ministry of Agriculture, Forestry, Environment and Water	Austria	100,000
Management (BMLFUW)		
Danish AgriFish Agency (DAFA)	Denmark	200,000
Federal Ministry of Food, Agriculture and Consumer Protection	Germany	200,000
(BMELV)		
The Research Council of Norway (RCN)	Norway	200,000
Federal Office for Agriculture (FOAG)	Switzerland	50,000
Department of State for Environment, Food and Rural Affairs	United Kingdom	110,000
(DEFRA)		
TOTAL		860,000

#### Table 2. Funding committed for the real common pot pilot call

#### Payment from the RCP parties to DAFA

The funding parties will transfer the instalments to DAFA on request. The first payment will be after the selection process has been finalised, and the next payments in alignment with the annual



reporting. If the budget of the funded project(s) is lower than the total committed funds, the instalments will be lowered accordingly.

#### Payments from DAFA to the R&D project partners

The first payment shall be paid to the partners of the selected R&D project(s) after the RCP MB has made their funding decision, and the contract has been signed between the DAFA and the institution of the R&D project coordinator of the selected project(s). The following payments will be connected to the approval of the annual reports.

Money gained from interest rates will be calculated as an income to DAFA and shall be subtracted from further rates.

## **Article 8: Terms**

This MoU covers the period from 15.04.2012 until 31.12.2016: from publication of the call and until the R&D project(s) has been evaluated, the last payment has been paid and the MB members have approved the final report from the RCP secretariat.

The MoU shall come into force as from the date of its signature by all parties. It shall cover the full period of the RCP duration, including the R&D project(s) selection and research phases, as well as the final reporting phase. The final reporting phase is expected to end 1 October 2016. In case the scientific expert panel evaluate all proposals as not suitable for funding, the evaluation procedure will stop and the MoU will terminate.

A Party may at any time withdraw from this MoU upon notice to the RCP secretariat. However, withdrawal of funds committed in this MoU will not be possible after the call has been launched.

In the case that none of the proposals received are evaluated by the scientific expert panel as suitable for funding, no project(s) will be funded and this MoU will terminate.

To ensure the effective protection and correct distribution of intellectual properties resulting from the project(s) funded under this Memorandum of Understanding, the intellectual property rights have to be described and dealt with in the Consortium Agreement of the R&D project(s). Results and new IPR resulting from projects funded through the Call will be owned by the R&D Project Partners and shall not be in conflict with the respective national regulation.

All disputes between the Parties about the interpretation and implementation of this MoU shall be settled in accordance with Danish law. Before taking any legal action the Parties shall endeavour to settle the dispute amicably.

The Parties agree that any dispute that may arise in connection with this MoU which cannot be solved amicably, must be decided by Sø- og Handelsretten in Copenhagen, Denmark.



## **Article 9: Amendments**

This MoU may be amended by a document, signed by each party, expressed as an amendment to this MoU. However, amendments to the management itself and to the annexes shall be decided and approved by the RCP MB following the decision procedure outlined in Article 5.1.

In case of inconsistency between the MoU and its annexes, the MoU shall prevail.

# **Article 10: Commitment**

By signing this agreement, the parties commit themselves to pay the amount listed in Table 2 and thereby to provide funding for a full three year (36 months) period of successful applications selected for funding, and to support the RCP secretariat with the contribution listed in Table 1.





The following authorized person approves the Memorandum of Understanding between the funding bodies of the real common pot within CORE Organic II.

N. Sope

On behalf of the Federal Ministry of Agriculture, Forestry, Environment and Water Management (BMLFUW), Austria

Date 31.05.2012

D1. Ulfrede f

Elfriede Fuhrmann



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The following authorized person approves the Memorandum of Understanding between the funding bodies of the real common pot within CORE Organic II.

#### On behalf of the Danish AgriFish Agency, Denmark

Date 8. May 2012

Pernille Andersen





16/4-12

#### Approval of the Memorandum of Understanding

The following authorized person approves the Memorandum of Understanding between the funding bodies of the real common pot within CORE Organic II.

On behalf of the International Centre of Research in Organic Food Systems, Denmark

Date

Niels Halberg

CORE organic II

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The following authorized person approves the Memorandum of Understanding between the funding bodies of the real common pot within CORE Organic II.

Bundesministerium für Ernährung, Landwirtschaft und Verbraucherschutz Postfach 14 02 70 53107 Bonn

On behalf of the Federal Ministry of Food, Agriculture and Consumer Protection, Germany

10.05.2012 Date

Dr. Stalb





The following authorized person approves the Memorandum of Understanding between the funding bodies of the real common pot within CORE Organic II.

und Ernährung <u>Hausenschrift</u> Deichmanns Aue 29, 53179 Bonn <u>Postanschrift</u> 53168 Bonn

On behalf of the Federal Office of Agriculture and Food (BLE), Germany

Date M. OS. 20 12

Dr. Elke Soggen





The following authorized person approves the Memorandum of Understanding between the funding bodies of the real common pot within CORE Organic II.

-

On behalf of The Norwegian Research Council, Norway

Date

10.04.2012

nichen Kristin Danielsen





The following authorized person approves the Memorandum of Understanding between the funding bodies of the real common pot within CORE Organic II.

On behalf of the Federal Office for Agriculture, Switzerland

Date

13 04 2012

11. Jantie

17.04. ESIR Balancean

**Urs Gantner** 





The following authorized person approves the Memorandum of Understanding between the funding bodies of the real common pot within CORE Organic II.

On behalf of the Secretary of State for Environment, Food and Rural Affairs, United Kingdom

Date 24th April 2012

Danid A. Cooper

David Cooper



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Annex I to the Memorandum of Understanding between funding bodies of the real common pot within CORE Organic II, version of 4 April 2012

# The initial CORE Organic II Real Common Pot Management Board members

This list includes the Real Common Pot Management Board members, their deputies and other contact persons involved in the real common pot within CORE Organic II.

1. Federal Ministry of Agriculture, Forestry, Environment and Water Management (BMLFUW), Austria			
Member of the RCP Management Board Other contact person			
Ms Elfriede Fuhrmann	Mr. Stefan Vetter (deputy RCP MB member)		
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development	development		
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Contact person in DAFA	Other contact person(s)		
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2b. International Centre for Research in Organic Food	Systems, Aarhus Universitet (ICROFS), Denmark		
Member of the RCP Management Board	Other contact person		
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3a. Federal Ministry of Food, Agriculture and Consumer Protection (BMELV), Germany			
Contact person in BMELV	Other contact person		
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Tel. +49228995294126, Fax +4922899529554126	Tel. +49 288995294173, Fax +49 288995294262		
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Rochusstraße 1, 53123 Bonn, Germany	Rochusstraße 1, 53123 Bonn, Germany		

3b. Federal Agency of Agriculture and Food (BLE), Germany				
Member of the RCP Management Board	Other contact person(s)			
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Unit 516, D-53168 Bonn, Germany	Telefon: +49 228 6845-3568			
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4. The Research Council of Norway (RCN), Norway				
Member of the RCP Management Board	Other contact person			
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5. Federal Office for Agriculture (FOAG), Switzerland				
Member of the RCP Management Board	Other contact person			
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Bundesamt für Landwirtschaft, Mattenhofstrasse 5,	Bundesamt für Landwirtschaft, Mattenhofstrasse 5, 3003			
3003 Bern, Switzerland	Bern, Switzerland			
6. The Department for Environment, Food and Rural A	Affairs (DEFRA), United Kingdom			
Member of the RCP Management Board	Other contact person			
Ms Gurpreet Padda	Mr David Cooper			
Department for Environment, Food and Rural Affairs	Programme Manager and Policy Adviser for Sustainable			
(Defra), Farming and Food Science Evidence and	Farming Systems and Biodiversity R&D			
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Annex II to the Memorandum of Understanding between funding bodies of the real common pot within CORE Organic II, final version of 10 April 2012, call dates revised 6 June 2012

# Announcement of a CORE Organic II pilot call with real common pot funding

Call for applications (full-proposals) for transnational research and development on organic food and farming systems

Closing date for proposals: 7 November 2012



CORE Organic II is an ERA-NET funded by the European Commission's 7th Framework Programme; Contract no. 249667

#### BACKGROUND

CORE Organic is short for Coordination of European Transnational Research in Organic Food and Farming Systems, an ERA-NET designed to increase scientific cooperation between and across national research activities. CORE Organic has existed since 2003, and the FP7 project CORE Organic II is currently funded by the European Commission (see www.coreorganic2.org).

There is increasing pressure to build upon and deliver scientific excellence and value for money within research projects in Europe. In doing so, harnessing expertise between organic food and farming research communities fragmented across geographical boundaries is needed.

CORE Organic II aims to reinforce Europe's leading status and excellence in organic research, enhance the European research area on organic agriculture, increase the efficiency in use of organic research funds and improve the impact of research on the organic sector's development. Initiating projects on topics identified as common priorities will allow the sector to better meet the demand for organic food and products. This will contribute to sustainable development in food production and improve the general competitiveness of the European organic agriculture.

Within the CORE Organic II consortium some partners have agreed to launch this Real Common Pot (RCP) call. The RCP allows the researchers to freely build a consortium with partners from the countries involved without being constrained by the funding contributions and national restrictions of the respective country.

Unlike previous CORE Organic calls, RCP partners have pooled together funds within a common and centrally administered pot. The available funds will be distributed across research teams and institutions of the project granted the funds involved in the RCP (see "Who can apply?"). Our priority is to select high quality projects - irrespective of funds allocated by the individual country.

#### WHO CAN APPLY?

Project consortia are eligible if they consist of at least three research institutions or small and medium-sized enterprises from at least three RCP partner countries providing funding for the call. The awarding countries are: **Austria, Denmark, Germany, Norway, Switzerland, and United Kingdom**. The national contact points can be found in the end of the document. Applications with participation of all funding countries will be given higher priority, if the projects hold equal scientific quality.

The proposal may include research and development, training, travel, knowledge transfer and knowledge dissemination.

#### **THEMATIC RESEARCH AREA FOR THE CALL**

# Sustainable and efficient management of phosphorus and use of secondary fertilizers within organic agriculture

The mineral resources of natural phosphorous world-wide (suitable for extraction) are expected to meet requirements for the next 100 years only.

With increasing demand, phosphorus has increasingly become an important nutrient for soil fertility (for crop productivity and yield), and for growth and health of livestock. As such, innovative approaches are required to



improve the management of P-resources and to ensure appropriate measures to reduce losses of P (e.g. recycling) in organic farming are implemented.

Approaches to enhance P availability could include:

- Efficient use of mineral P sources permitted according to EU-Regulation including methods for ensuring P-recycling within and between farms and reducing losses to the environment
- Efficient use of existing P from alternative sources such as processed farm fertilizers, municipal waste and waste from the food industry. Research could include the origin and content of the fertilizer product, environmental life cycle assessment and risk assessment of selected fertilizers, sustainability of supply, as well as the relationship to other nutrients included (or not) in secondary fertilizers.
- Enhance the mobilisation and absorption of P (soil/fertilizer) through crop management and/or fostering the activity of the rhizophere
- Cultivation of cultivars capable to assimilate P efficiently
- The technical application of fertilizers

A review of existing research approaches (including pros, cons and results), and a compilation of knowledge and state of the art reflecting the topic of this call would be an advantage, as well as recommendations which can be applied in all the funding countries.

#### **SUBMISSION OF PROPOSALS**

Applicants are required to submit a proposal according to guidelines provided by the COII Consortium via the website <u>www.coreorganic2.org</u>. The template must be completed and submitted via the call submission website <u>http://eracall.eu/coreorganic3</u>. **Proposals must be submitted by 7 November 2012**.

#### **C**ALL SCHEDULE

Table 1. Time schedule of the call

Action	Scheduled
Announcement	8 June 2012
Closing date for proposals	7 November 2012
Evaluation period	November 2012 to January 2013
Prioritisation and selection of project	February 2013
Notification letter	End February 2012
Contract negotiations	March - April 2013
Start of project	From May 2013



#### **BUDGET AND PROJECT DURATION**

The overall budget available for the call amounts is **860,000** €. Funding for the project(s) is independent from the contribution made by each country towards the TCP. The project duration must not exceed 36 months.

### CONTACT

Any administrative related questions should be directed to the **RCP Call Secretariat**. The Secretariat is the primary point of contact between the Project Consortium and the RCP Management Board for all general matters related to the call.

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#### **NATIONAL CONTACT POINTS**

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Annex III

to the Memorandum of Understanding between funding bodies of the real common pot within CORE Organic II, Final version of 10 April 2012, call related dates added 6 June 2012

# Guideline for applicants

# for the CORE Organic II pilot call with real common pot funding

Call for applications (full-proposals) for transnational research and development on organic food and farming systems

Closing date: 7 November 2012



CORE Organic II is an ERA-NET funded by the European Commission's  $7^{th}$  Framework Programme

Contract no. 249667

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#### **1 G**ENERAL INFORMATION

Six partners in the EC funded ERA-NET CORE Organic II is launching a pilot call for transnational research and development projects to be funded by a real common pot (RCP) with the following thematic research area:

# Sustainable and efficient management of phosphorus and use of secondary fertilizers within organic agriculture.

The pilot call is open to research institutions, universities, and small and medium-sized enterprises from the following countries: Austria, Denmark, Germany, Norway, Switzerland and United Kingdom. The call text and background of this pilot call are specified in the RCP Call Announcement.

#### 2 PARTICIPATION AND FUNDING OF RESEARCH AND DEVELOPMENT PROJECTS

The funding for the transnational projects will be based on a 'real common pot' instrument. This means, that the funds provided for this call by each country are pooled within a common and centrally administered pot. The available funds will only be distributed to research teams, enterprises and institutions belonging to the countries involved in the RCP. The amount may be allocated to one or more projects.

The total budget for the RCP call amounts to 860.000 €. The Fund Manager for the distribution of the available funds is the Danish AgriFish Agency. The Fund Manager will sign an agreement with the project coordinator(s) based on the terms and conditions of contract that can be found at the CORE Organic II website under Call. In addition, the fund manager will make a contract with the terms of transfer with each project participant of the selected project(s).

#### **3** CALL SCHEDULE

The call involves a 1-step procedure. The Project coordinator has to submit a proposal on behalf of the project consortium. The respective time schedule and activities are listed in the table below.

Action	Scheduled
Announcement	8 June 2012
Closing date for proposals	7 November 2012
Evaluation period	November 2012 to January 2013
Prioritisation and selection of project	February 2013
Notification letter	End February 2012
Contract negotiations	March - April 2013
Start of project	From May 2013

Table 1. Time schedule of the RCP call



#### 4 RCP CALL SECRETARIAT

The RCP Call Secretariat will provide administrative support to applicants regarding the call, call documents and procedures. It is the primary point of contact between the project consortium and the RCP Management Board for all general matters in relation to the call.

#### **RCP Call Secretariat:**

Katerina Kotzia

**Till Schneider** 

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#### 5 SUBMISSION OF PROPOSAL

The Call announcement is available at the CORE Organic II website: <u>www.coreorganic2.org</u>. The proposal application has to be filled in and submitted via the call submission website <u>http://eracall.eu/coreorganic3</u>. **The proposal must be submitted by 7 November 2012**.

For each application, two forms have to be filled in:

1) Part A is web-based and has to be filled in directly on the call submission website, and

2) Part B, a project description form, has to be downloaded from- and uploaded to the call submission website, and

3) Part C, the budget, has to be inserted in predefined boxes on the call submission website.

Only one application is required covering all the project partners of the consortium. It is mandatory to submit the Part B form as an **unprotected** Adobe PDF file. The proposal must be written in English and should be precise and concise.

Application submission will only be accepted via the CORE Organic II call submission website: <u>http://eracall.eu/coreorganic3.</u>

For further information contact the Call Secretariat (chapter 4).

#### 5.1 THE PROJECT COORDINATOR

Each Project Consortium needs to appoint a project coordinator, who, in any commissioned project, has the following roles and responsibilities:

• Be the primary point of contact between the RCP Management Board and the researchers on behalf of the Project Consortium from the submission of the proposal until the publication of the final report.



- Submit the application on behalf of the Project Consortium.
- Prepare a Consortium Agreement. The Consortium Agreement must be signed by all partners within 2 months after the official starting date of the project (see Chapter 7.1.4).
- Compile and submit reports and other deliverables to the RCP consortium on behalf of the Project Consortium.
- Secure that all project milestones and deliverables are met by the project consortium and take action according to the project management plan if one or more partners fail to deliver.
- Inform the RCP consortium about any event that might affect the implementation of the project.

#### 5.2 PROPOSAL APPLICATION

Applicants will be required to submit a proposal consisting of the following information:

#### Part A, predefined boxes on the call website:

- 1. Title of Project (max. 200 characters).
- 2. Project Acronym (max. 20 characters).
- 3. Thematic research area: Sustainable and efficient management of phosphorus and use of secondary fertilizers within organic agriculture
- 4. Project Summary (2000 characters).
- 5. Keywords (max 5 and 100 characters).
- 6. Duration of the proposed project (max 36 months).
- 7. References of ten selected publications (per consortium) by the partners and relevant to the proposal, including links to the articles or abstracts.

#### Information about the coordinator and the project partners including financial plan

- 8. Contact details for each project partner.
- 9. Description of project partners, their role in the project and related projects:
  - The role of each project partner in the project.
  - A short description of the partner.

For coordinator and work package leaders:

• A short description of ongoing projects related to the present topic indicating project name, funding source and amounts, and potential overlap or link with the current proposal.

• A brief CV (max. 2500 characters).



#### Part B, word form from the call website to be submitted as PDF (maximum 8 pages in total):

- B1 Project acronym
- B2 Project summary (approx. 1/2 page) suitable for web publishing.
- B3 Background and "State of the Art" in the field (approx. 1 1/2 pages).
- B4 Description of the project: (max. 8 pages in total)
  - a) Aim, objectives and hypotheses
  - b) Scientific description of methods & work plan, including work packages, description of deliverables, milestones and timetable (with responsible work package/partner and deliverables, optionally in a Gantt chart)
  - c) Expected results and their impact/application
  - d) Description of novelty in methods or development opportunities
  - e) Dissemination plan and/or exploitation of results

f) Description and definition of potential risk to the implementation and success of the project (e.g. in research methods, farm studies, stakeholders involvement), describe how the chances for success are maximised, and include a contingency plan.

- B5 Statement describing how the proposal fits the call topic (max. 1 page) including identification of the added value/complementarity of the proposed research to previous or ongoing projects
- B6 Statement describing how/why the proposal has a clear added value of being carried out on a transnational basis (European added value, transnational impact of the proposed project, including added value for participating countries and cross border problems, description of the specific integration of participants in the transnational consortium structure) max. ½ page
- B7 Statement describing training opportunities (description of training/exchange activities foreseen within the project, if applicable) (max. ½ page)
- B8 Statement describing the societal and ethical aspects (aspects of the project such as environmental, human or animal welfare, intellectual or cultural development, that could cause societal or ethical concerns or contribute to progress in these areas) (max. ½ page)
- B9 References used for the project description (please use a format containing the following information: Surname, A., Surname, B., Surname, C. (Year): Title of paper, Journal, Volume, Pages) max. 30 references

#### Part C, predefined boxes on the call submission website:

C1 Financial plan with budget for each project partner. The financial needs principally have to go along with the European regulations of the FP7. These regulations can be found via the following link: ftp://ftp.cordis.europa.eu/pub/fp7/docs/financialguide\_en.pdf

Special rules concerning the financing of the projects (e.g. overheads, eligible costs) are listed in Annex B to this guideline.

C2 Details of requested resources (person months, salaries, animals, equipment, subcontracting, travel, overhead and other additional costs to be specified), approx. 1 page.

Special rules concerning the financing of the projects are listed in Annex B to this guideline.

In addition to the costs foreseen for the project realization, the Project Coordinator should calculate travel costs for herself/himself for the participation in three events organized by the CORE Organic II Consortium.

The maximum text indicated in each part should be respected and the following format should be used: Arial, 10 pt, single space, 2.5 cm left/right margins, 3.5 cm top margin, 2 cm bottom margin.

Part A and C can be saved at all steps and revisions of Part B can be submitted until the deadline. The latest version will be shown at the next log-in. The latest version is considered to be your final proposal.

Proposals, which do not include all the compulsory information and formal requirements will not be considered for evaluation.

#### 6 ELIGIBILITY FOR FUNDING

The proposal should meet the following eligibility criteria:

#### 6.1. ETHICS

Work involving the use of animals or humans should be carried out under the appropriate authorisation taking into account local ethical requirements. Any proposal, which seems to contravene fundamental ethical principles, shall not be selected, and may be excluded from the evaluation and selection procedure at any time by the CORE Organic II Governing Board. Judgement of the significance of ethical issues will be made by the Governing Board using the criteria published by the Commission in its guidelines for the Seventh Framework Programme (http://cordis.europa.eu/fp7/ethics\_en.html#ethics\_sd).

#### 6.2. RCP ELIGIBILITY CRITERIA

Each project proposal must:

- Consist of a transnational consortium of at least three independent eligible legal entities from at least three of the Partner countries listed in Annex A. Applications with participation of all funding countries will be given higher priority, if the projects hold equal scientific quality.
- Be written in English.
- Use the application forms provided via the call website: <u>http://eracall.eu/coreorganic3</u>.
- Fulfil the formal requirements for proposal submission.
- Be submitted correctly and completely via the call website before the call deadline.
- The total requested funding cannot exceed the allocated amount for the call.

#### **7** SELECTION OF PROPOSALS

#### 7.1. SELECTION PROCEDURE

All proposals submitted will be treated strictly confidential by the RCP Management Board. In the selection process the transnational research proposals which are eligible in terms of the "Eligibility criteria for funding" mentioned in chapter 6 will be identified.

These proposals will be submitted to a scientific peer review by a scientific expert panel. The scientific expert panel will evaluate the proposals according to the following scientific criteria:



- The proposal addresses the aim(s) of the joint transnational call as described in the topic descriptions,
- Scientific quality of the proposal including methodology, in comparison to existing knowledge and complementarity to ongoing national and international projects
- Innovation level of the project and methods, and multi- and interdisciplinarity of the approach
- Transnational and/or European added value.
- Quality and international competitiveness of participants in the field(s) of the proposal (previous work in the field, expertise of the participants).
- Quality and efficiency of the project management (coordination of work packages and tasks management).
- Quality of the consortium and collaboration (well balanced partnership; integrated partnership in work packages; broadness of consortium compared with geographical relevance; previous level of collaborative interaction between the participants,).
- Dissemination activities and expected impact for end users
- Feasibility of the project human, technical and financial resources: adequate work package structure and work plan (tasks, milestones, deliverables, matching events, calendar); adequate equipment and manpower resources.
- Cost-efficiency of the project plan compared with the budget.
- Probability of success of the project based on description of risks and the contingency plan.
- Inclusion of relevant societal and ethical aspects

The international experts will be nominated and appointed by the RCP Management Board. Potential conflict of interests will be considered. Moreover, the experts have to sign an impartiality and confidentiality agreement before they get access to the proposals. The experts will score the proposals based on the evaluation criteria listed above, provide comments, make an overall assessment of scientific merit and a funding recommendation.

The RCP Management Board will evaluate:

Relevance:

- Relevance to the field
- Development opportunities for the sector
- Degree of innovation and relevance of it
- Coverage of situations in all funding countries
- Results applicable in all countries

#### Impact:

- Applicability of results in all funding countries
- Degree to which the project will overcome important barriers
- Realization and value-creating potential
- Potential socio-economic efficacy
- Dissemination activities in all funding countries



The final funding decision is taken by the RCP Management Board based on the recommendations from the expert evaluation and their evaluation of the relevance and impact.

The RCP Call Secretariat will send notification letters to all project consortia coordinators to inform them of the result of the final funding decision. For the proposals not selected a reason will be included in the letter. The fund manager will contact each project partner of the selected project for contracting.

The result of the selection will be published on the CORE Organic II website with the following information: Name and acronym of the project(s), name of coordinator and project partners, their institution/enterprise and country.

#### 7.2. CONTRACT CONDITIONS

#### **TERMS OF PARTICIPATION**

The funding of the RCP Call is offered under the coordination of the FP7 ERA-NET CORE Organic II (RCP Parties: see chapter 1). Partners of the project consortium are required to recognize the coordinating role of the RCP Management Board throughout the duration of the funded project(s) until the publication of the final report. Each Project Consortium will be asked for a feedback on the processes in order to help to refine them for the future use.

#### **CONTRACTUAL RELATIONSHIPS**

The contracts with researchers on funding procedures and regulations remain within the responsibility of the Fund Manager (see chapter 2). The terms and conditions of contract can be found at the CORE Organic II homepage under Call. The project coordinator will be required to deliver scientific and financial reports annually to the Fund manager.

#### **FUNDING CONTRACTS**

For the whole duration of the contract it is the responsibility of the Project Coordinator to inform the RCP consortium of any changes which may affect the implementation of the project (e.g. work plan, consortium modifications) and other changes such as changes in the contract details.

If a change to the Project Consortium occurs which poses a risk to the project, the issue has to be solved by the consortium (in line with the Consortium Agreement). The RCP consortium must be kept informed of such events.

Any changes in the work plan should be only minor, but will need to be authorised by the RCP Management Board.

#### **CONSORTIUM AGREEMENT**

The consortia selected for funding must enter into a Consortium Agreement, in order to manage the project activities, finances, intellectual property rights (IPR) and to avoid disputes which might be detrimental to the completion of the project.

It will be the responsibility of the project coordinators to draw up a Consortium Agreement suitable to their own group. The Consortium Agreement will normally be under the law and legal system of the country of the project coordinator. The purpose of this document is:

• To underpin the project partners' collaboration and provide the project partners with mutual assurance on project management structures and procedures, and their rights and obligations towards one another.



• To assure the funding bodies involved that the Project Consortium has a satisfactory decision making capacity and is able to work together in a synergistic and positive manner.

The Consortium Agreement should be a deliverable of the project and must be finalized and signed by all partners of the Project Consortium within 2 months after the official start of the project.

The RCP consortium will provide the applicants with an example of a Consortium Agreement after the selection process.

#### IPR, USE AND ACCESS TO RESULTS

Results and new IPR resulting from projects funded through the CORE Organic II Call will be owned by the Project Partners according to the conditions stated in their Consortium Agreement and shall not be in conflict with the respective national regulation.

Researchers are encouraged to actively exploit the results of the project and make them available for use, whether for commercial gain or not, in order for public benefit to be obtained from the knowledge created.

#### **PROJECT REPORTING**

Annual scientific and financial reports including deliverables have to be sent to the RCP consortium by the project coordinator. Project reports and the progress will be assessed against the expected output and timeline as described in the final project description (milestones and deliverables). Action may be taken by the RCP Management Board in case of shortcomings or non-compliance.

Project reports and articles must be written in English, whereas supplementary versions may also be written in other languages at the Project Partners' discretion and own expenses.

#### **DISSEMINATION REQUIREMENTS**

Dissemination of project results is requested in the form of various communication routes such as scientific papers, posters, stakeholder involvement, course or training material, web based tools, workshops or direct intervention towards end users. A dissemination plan should be included in the proposal and specify the planned dissemination activities.

All publications, which originate from the RCP projects, have to be published via the electronic archive, Organic Eprints (<u>www.orgprints.org</u>).

Further, the Project Partners have to acknowledge the transnational funding of the CORE Organic II ERA-NET and the individual national funding bodies in any document that is published (in written, oral or electronic form) within the project.

Dissemination of results from and by the project has to be performed in all countries funding the project minimum in English. In addition, the normal dissemination requirements for projects funded by CORE Organic II will be requested in the contract: 3 popular articles for stakeholders in English, to provide material about the project and annual updates for a dissemination website, use the open access database Organic Eprints for all publications.



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UK	Gurpreet Padda, DEFRA	+44 (0)20 7238 4589	Gurpreet.Padda@defra.gsi.gov.uk

#### ANNEX A: CORE ORGANIC II NATIONAL CONTACT POINTS

#### ANNEX B: SPECIAL REQUIREMENTS CONCERNING THE FINANCING OF THE PROJECT(S)

All funding bodies of the RCP call have different national funding rules, therefore the RCP Management Board has decided to use the rules laid down by the EC for FP7 Collaborative Projects, as far as possible, as the common rules for the RCP project(s).

The financial calculation of the budget should follow the EC "Guide to Financial Issues relating to FP7 Indirect Actions". You can find this Guide via the following link:

ftp://ftp.cordis.europa.eu/pub/fp7/docs/financialguide\_en.pdf

However, some rules are specific for this RCP call and do not follow the EC rules:

- 1. VAT can be considered as eligible costs if it has to be paid by the institution or enterprise.
- 2. The maximum support to private companies cannot be more than 50% of direct costs needed for the fulfillment of their tasks.
- 3. Overheads can be funded as flat-rate with a maximum of 20% of the total direct eligible costs of the beneficiary (excluding the costs for subcontracting and the costs of resources made available by third parties).
- 4. Extra costs during the project caused by inflation will NOT be reimbursed.
- 5. Fluctuation in currencies will NOT be covered. The project currency is euro.

All questions to the implementation of the proposal, the financial issues and the amendments taken before the project start should be referred to the RCP Call Secretariat (and not to the European Commission).

The final decision about the funding of a proposal and the budget available for the project(s) is taken by the RCP Management Board.



Ministry of Food, Agriculture and Fisheries The Danish AgriFish Agency



Annex IV to the Memorandum of Understanding between funding bodies of the real common pot within CORE Organic II, Final version of 10 April 2012

# **Terms and Conditions of Contract**

# for projects under the CORE Organic II Real Common Pot Pilot Call administered by the Danish AgriFish Agency on behalf of the funding bodies

The Terms and Conditions of Contract form an integrated part of all contracts and agreements entered into by the Danish AgriFish Agency (DAFA) concerning the financing of research and development projects under the Real Common Pot Call within CORE Organic II on behalf of the funding bodies on the thematic research area 'Management of phosphorus and use of secondary fertilizers within organic agriculture'.

#### Definitions

**The Agreement:** The document signed and executed by DAFA on behalf of the CORE Organic II Real Common Pot funding bodies (COII RCP FBs) and by the Project Manager, providing the detailed regulations and further definitions of the Project.

*The Contract:* The Agreement with any and all Attachments thereto, together with these Terms and Conditions of Contract constitutes the Contract.

**Project:** The total sum of activities detailed in the funding application approved by COII RCP FBs to which the Grant relates, as further described in the Contract.

**Project Coordinator:** The person who is responsible for the professional progress and implementation and completion of the Project on behalf of the Project Manager.

**Project Manager:** The institution/enterprise that signs the Agreement, and that is responsible to DAFA for ensuring that the Project is completed in accordance with the Contract.

**Project Partners:** Participants in the Project that are not responsible for the Project towards DAFA or COII RCP FBs, but have committed themselves contractually to the Project Manager to contribute with resources for the implementation of the Project.

**Project Period:** The period during which approved project expenditures are eligible for support. The project period shall be defined in the Agreement. Unless otherwise specifically agreed, the Project Period shall correspond to the period indicated in the application to which the Grant relates.

*Grant:* A commitment made by DAFA on behalf of the COII RCP FBs regarding financing of the Project, binding in accordance with its terms.



Pledge: Planned, but not binding commitment to provide financing.

**Budget Plan:** The Financial plan for the implementation of the project, also detailing the Grants and Pledges during the project period.

**Progress Plan:** The schedule for implementing and completion of the Project's main activities/milestones.

# 1 The Project

#### 1.1 Project implementation

The Project shall be implemented and completed in accordance with the Contract, including the Project description, Progress Plan and Budget Plan agreed between the Parties.

The Project Coordinator shall promptly notify the COII RCP secretariat through DAFA in writing in the event of the occurrence of any substantial deviations of any kind from the provisions of the Contract and/or from the application to which the Grant relates, during the implementation of the Project. Notification of such deviations shall *not* be postponed until a progress- and/or final report is submitted.

The COII RCP FBs shall at its discretion evaluate possible Contractual consequences of such substantial deviations, cf. clause 2.5 and 9.4. If so decided, DAFA may approve the deviation in writing, in which case the deviation(s) shall be treated as a Contractual variation cf. clause 10.

The Project Coordinator is at all times responsible for the adherence by all those involved for and on his behalf to all applicable laws, regulations and other legislation throughout the implementation of the Project.

#### 1.2 Co-operation with Project Partners

The Project Manager shall enter into agreement(s) with all Project Partners that provide the regulations of the respective rights and obligations of the Project Manager and the Project Partners. The Project Manager shall ensure that the said agreement(s) of Co-operation conforms to the terms, conditions and premises of the Contract.

The said agreement shall be entered into as soon as possible after the Contract has been signed, and within two months after the start of the project.

The Project Manager shall, upon request, send a copy of the agreement of Co-operation to DAFA as soon as the said agreement has been entered into.

# 2 Grants

# 2.1 General

The Grants are stipulated and paid out in Euro. Neither the COII RCP FBs nor DAFA is liable for any losses incurred in connection with fluctuation in currency exchange rates as a result of the Grant being paid out in Euro.

For Projects with a Project Period of more than one year, the Grants are made for one calendar year at a time, unless otherwise agreed between the Parties, and any Pledges made for the following years are neither binding for DAFA nor the COII RCP FBs unless this is specifically stated in the Agreement.

Grant for the first calendar year and any Pledges for subsequent years are described in the Agreement, cf. the Budget Plan.

#### 2.2 Payments

Payment for the first calendar year shall be executed as soon as possible after the Contract has been entered into.

Executions of possible payments for subsequent years are detailed in the Agreement.

#### 2.3 Repayment

In the event that the Final Report and the corresponding Project accounts demonstrate that the actual costs of the Project are lower than the amount paid by DAFA, the balance shall be repaid to DAFA in Euro as directed by DAFA.

#### 2.4 Transfer of unused funds between calendar years

If the entire amount of an annual payment has not been expended at the end of the calendar year, the Project Coordinator may apply in writing to DAFA for permission to transfer the unused funds to the next calendar year. Such applications shall be sent together with the Annual Report prior to the end of the calendar year for which the funds were granted, cf. clause 4 below.

If the DAFA does not respond to the said application by the end of January the following year, it shall be deemed that the DAFA has given its consent to such a transfer of funds.

If the DAFA does not agree to such a transfer, the unused funds shall be repaid to DAFA, and/or be deducted from any subsequent payment(s) from DAFA.

#### 2.5 Reservations

Notwithstanding any provision contained in the Contract, payment of the Grant or of any Pledges for subsequent years of support presupposes, among other factors, that:

- There are no substantial deviations reported in the annual report and accounting report or in connection with other matters regulated by the Contract.
- The Project receives a satisfactory evaluation report in the case of any intermediate evaluation.
- DAFA receives its basic funding from the State of Denmark.
- DAFA receives the agreed joint financing for the Project from the COII RCP FBs.

If these premises are not met, DAFA may at its discretion alter the Grant and/or any Pledge for subsequent years, or dependent on the circumstances, terminate the agreement pursuant to subsection 9.4 below.

# 3 Accounting and inspection

The Project Coordinator shall keep Project accounts of the actual costs. The accounts shall only include costs that are directly linked to the implementation of the Project.

DAFA may at any time inspect the accounts in order to verify that the funds granted are being used in accordance with the Contract. If the inspection reveals that funds are not being used pursuant to the terms and conditions of the Contract, the funds shall be repaid in accordance with instructions issued by DAFA.

The Grant shall be included in the statutory audit executed by the Project Coordinator.

# 4 Reporting

# 4.1 Annual reporting

For Projects with a Project Period of one year or less, the Project Coordinator shall prepare and send to the DAFA a final report (the final report), cf. clause 4.3 below.

For Projects with a Project Period of more than one year, the Project Coordinator shall, prior to the end of the calendar year, prepare and send to the DAFA a progress report (referred to as the annual report or the progress report).

The progress report shall include information concerning the progress of the Project and any deviations from the Progress Plan and the Budget.

The Progress Report shall comprise any revision to the Progress Plan and Budget that the Project Coordinator deems appropriate to propose.

The actual payment of any Grant for the next year is contingent upon the approval of the progress report by the COII RCP FBs via DAFA.

The Project Coordinator shall report substantial deviations to the DAFA without undue delay, cf. Subsection 1.1. 4

# 4.2 Other reporting

None of the provisions in this article 4 may be construed as a waiver by the DAFA from duly receiving any reporting otherwise agreed in the Contract.

# 4.3 Final Report

The Project Coordinator shall prepare the final report with Project accounts, duly verified by a charted accountant, attached thereto. Unless otherwise agreed in writing between Parties, the Final Report shall be received by the COII RCP secretariat no later than 3 months after the termination of the Project Period.

The COII RCP secretariat shall respond to the Final Report no later than four months after it has been received.

The DAFA will provide the template for reporting.

# 5 Project results and equipment

# 5.1 Ownership

For the purpose of the Contract, the Project Coordinator and/or Project Partners shall become the owner of the project results and any intellectual or other rights connected thereto, unless otherwise agreed with the COII RCP FBs. These rights have to be described in the Consortium Agreement of the project.

The Project Coordinator and/or Project Partners shall further become the owner of any equipment acquired for the completion of the Project and financed through the COII RCP FBs Grants.

The Project Manager is obliged to enter into a Consortium Agreement with all Project Partners, and others involved in the Project, that regulate between the said parties, all intellectual property and other rights and ownership to the Project results and equipment, including potential commercialisation of the Project results.

#### 5.2 Publication

Unless otherwise dictated by special circumstances, the Project Coordinator shall ensure that the Project results are made available in the public domain.

Data resulting from research performed pursuant to the Project shall be made available in the public domain unless special grounds or circumstances dictate otherwise, or if contractual terms or public regulations are of hinder.

To exemplify, but not to limit the generality of the foregoing, the parties are in agreement that such special grounds and circumstances will i.a. include the protection of the Project Coordinator's, the Project Partners' intellectual property rights, any breach of confidentiality, and the risk that such publication may be detrimental to the activities of the Project Coordinator or that of the Project Partners.

When the Project and/or results from the Project is distributed/published, the contributions made by the COII RCP FBs Grants shall always be mentioned. The COII RCP secretariat may issue detailed instructions of how such contributions shall be mentioned.

The COII RCP FBs has the right to publish the Project title, its financial contribution as total Grant, and a project summary. Results achieved during the Project Period can be published by the COII RCP FBs in agreement with the Project Coordinator.

# 6 Organisation

The Project Manager shall establish an organisation appropriate and suitable for the implementation of the Project, including but not limited to the appointment of a Project Coordinator.

# 7 Transfer of the Contract

DAFA may transfer its rights and obligations pursuant to the Contract to another public authority providing the other Party consents to this. Such consent cannot be withheld without due and valid reason.

The Project Manger may not transfer the Contract to others without obtaining the prior written approval of DAFA.

# 8 Exception from liability

DAFA has no legal or financial liability for damages or losses of any kind resulting from faults in, or incorrect use of, equipment, methods or programs utilised in the Project.

The Project Manager shall keep COII RCP FBs indemnified from any and all claims of whatever nature that may arise in connection with the implementation of the Project, including but not limited to claims that may arise as a result of infringements of intellectual property rights.

# 9 Termination

# 9.1 Introduction

Termination of the Contract does not cause termination of contractual clauses that by their nature are not limited to the Contract Period. This includes, but is not limited to, provisions regarding accounting, reporting and publication.

# 9.2 Ordinary termination of the contract

The Contract is terminated without further notice when the Project Period is ended and the COII RCP FBs have approved the Project Coordinator's final report.

The Contract may be terminated prior to this date if both Parties agree.

# 9.3 Termination by written notice

Either Party may terminate the Contract by giving three months written notice if the conditions for the Project are substantially changed and this makes it impossible and/or unreasonable to continue the Project.

In the case of termination, both Parties shall cover their own costs in connection with the winding up.

The Project Coordinator shall prepare a final report and a final project accounting report duly prepared in accorance with article 4.3.

Any unused funds shall be repaid to DAFA.

DAFA is under no circumstances liable for more than the sum of the paid out Grants as at the date of the notice of termination.

# 9.4 Termination

Either Party may terminate the Contract in writing if the other Party is in material breach of his obligations pursuant to the Contract. The Party who wants to terminate the Contract has to inform the other Party in writing giving the reasons for termination. The other Party has 10 days after receipt of the letter to respond. The contract can then be terminated with immediate effect.

Material breaches of Contract shall include, but are not limited to, the following situations:

- The Project Manager cannot/will not complete the Project
- Substantial deviations have arisen in relation to the Progress Plan and/or to other circumstances and factors regulated by the Contract
- The Project Manager, and/or the group of companies to which he belongs, is engaged in activities that to not conform to current applicable legislation and/or the general aims and objectives of the COII RCP.

The DAFA may also terminate the Contract in writing with immediate effect if vital conditions for the contractual relationship are no longer viable.

If the Contract is terminated with immediate effect, the Project Manager shall, if requested by DAFA, repay any payments received. Any remaining Pledges will become null and void.

# 10 Changes

Either Party may propose variations to the Contract. Any such variation shall be made in writing and shall be approved by both Parties.

The COII RCP FBs through DAFA has the right to change these Terms and Conditions of Contract without the approval of the Project Manager.

# 11 Disputes

Disputes between the Project Coordinator and DAFA about the interpretation and implementation of this Contract shall be settled in accordance with Danish law. Before taking any legal action the Parties shall endeavour to settle the dispute amicably.

The Parties agree that any dispute that may arise in connection with this Contract which cannot be solved amicably, must be decided by Sø- og Handelsretten in Copenhagen, Denmark.



Annex V to the Memorandum of Understanding between funding bodies of the real common pot within CORE Organic II, Rev 1 of 16 April 2012

# **Guideline on impartiality**

# in connection to the CORE Organic II pilot call with real common pot funding

#### 1 Purpose

These guidelines are made to ensure that both the scientific experts, the real common pot (RCP) Management Board (MB) members and other involved people from the institutions funding the call remain impartial and are perceived as being impartial. Furthermore, these guidelines are designed to promote confidence in decisions made by the Scientific Expert Panel and the RCP MB.

#### 2 Disqualification based on discretionary assessment

A scientific expert, a RCP MB member or another involved person from an institution funding the call shall be disqualified from preparing the basis for a decision or from making any decision in a case if there are any special circumstances which are apt to impair confidence in his or her impartiality.

Any of the abovementioned individuals shall be well aware of the fact that nationality shall not influence on their decisions concerning applications.

#### 3 Automatic disqualification

A scientific expert, a RCP MB member or another involved person from an institution funding the call shall automatically be disqualified from preparing the basis for a decision or from making any decision in a case

- a. if he himself or she herself is party to the case
- b. if he or she is related by blood or by marriage to a party in direct line of ascent or descent, or collaterally as close as a sibling
- c. if he or she is or has been married or engaged to, cohabitant with or the registered partner or a party, or is the foster parent of foster child of a party
- d. if he or she is the guardian or agent of a party to the case or has been the guardian or agent of a party after the case began
- e. if he or she is the head of, or holds a senior position in, or is a member of the executive board or the corporate assembly of a public or private institution that is a party to the case

- f. if he or she is, within the last three years has served as, the doctorate-level advisor for a party to the case
- g. if he himself or her herself is a party to the case in direct competition with the case being processed.

#### Comment to disqualification due to competition:

A key criterion in the concrete assessment of disqualification due to competition will be whether the rejection of one or a small number of competing applications would substantially improve the likelihood of approval of the application that is the object of the impartiality discussion, i.e. whether the member involved has any special interest in the rejection of certain other applications. The degree to which the disqualification will apply in relation to the entire group of applications must be clearly specified.

Every effort should be made to assess impartiality on a discretionary basis. Such assessment should primarily be focused on whether special circumstances exist that could impair confidence in a member's impartiality. In other words, the crucial element here is not whether there is reason to believe that an individual will act in a non-impartial manner, but whether confidence in this individual is likely to be diminished. It is on the basis of how this will be perceived by the parties involved, as well as by the public at large, that the assessment must be carried out.

#### 4 Declaration on impartiality and confidentiality

Scientific experts must sign a declaration concerning impartiality and confidentiality before they are granted access to the proposals.

#### 5 Administrative proceedings

The scientific experts, the RCP MB members or other involved people from the institutions funding the call shall give notice to the RCP secretariat of any circumstances that render or may render him/her disqualified.

With regards to the question of disqualification of any of the above mentioned, the decision will be determined by the RCP MB members in dialogue with the person involved.

The agenda for all relevant meetings shall include a discussion of matters relating to members impartiality. The minutes from the meeting shall indicate in brief that the question of disqualification appeared on the agenda, which issues have been discussed and the final decisions taken.

In the event that a scientific expert, a RCP MB member or another involved person from an institution funding the call is deemed disqualified to participate in a matter, her or she shall leave the room during the preparation and completion of the relevant case(s).





Annex VI to the Memorandum of Understanding between funding bodies of the real common pot within CORE Organic II, final version of 4 April 2012, signed version of 4 June 2012

# **Contracts of money transfer**

# according to the funding committed for the real common pot pilot call

The document has to be signed by all parties providing funds for the call before the call can be launched.

#### Table with committed funding

Party	Country	Funding (Euro)
Federal Ministry of Agriculture, Forestry, Environment and Water	Austria	100,000
Management (BMLFUW)		
Danish AgriFish Agency (DAFA)	Denmark	200,000
Federal Ministry of Food, Agriculture and Consumer Protection	Germany	200,000
(BMELV)		
The Research Council of Norway (RCN)	Norway	200,000
Federal Office for Agriculture (FOAG)	Switzerland	50,000
Department of State for Environment, Food and Rural Affairs	United Kingdom	110,000
(DEFRA)		
TOTAL		860,000

Federal Ministry of Agriculture, Forestry, Environment and Water Management (BMLFUW), Austria

together with the

- Danish AgriFish Agency (DAFA), Denmark
- Federal Ministry of Food, Agriculture and Consumer Protection (BMELV), Germany
- Research Council of Norway (RCN), Norway
- Federal Office for Agriculture (FOAG), Switzerland
- Department of Environment, Food and Rural Affairs (DEFRA), United Kingdom

will contribute to the financing of the Real Common Pot within the ERA-net CORE Organic II pursuant to the contract between DAFA as principal grant donor representing the above listed research funding bodies and the beneficiary, the coordinator of the selected research and development consortium, according to the financial schedule as laid down in the table with committed funding.

The requested payments under this contract shall be delivered to DAFA and transferred upon request.

The first payment will be requested shortly after the project(s) has been selected by the RCP MB members. The following 3 payments will be requested annually in connection to the annual reporting of the project(s) and reflect the budget for the subsequent year.

Authorised to sign on behalf of the Federal Ministry of Agriculture, Forestry, Environment and Water Management (BMLFUW), Austria:

Name of authorised signatory: Elfriede Fuhrmann

Signature

Date of signature:

31.05.2012

Stamp or seal of the organisation:





Danish AgriFish Agency (DAFA), Denmark

together with

- Federal Ministry of Agriculture, Forestry, Environment and Water Management (BMLFUW), Austria
- Federal Ministry of Food, Agriculture and Consumer Protection (BMELV), Germany
- Research Council of Norway (RCN), Norway
- Federal Office for Agriculture (FOAG), Switzerland
- Department of Environment, Food and Rural Affairs (DEFRA), United Kingdom

will contribute to the financing of the Real Common Pot within the ERA-net CORE Organic II pursuant to the contract between DAFA as principal grant donor representing the above listed research funding bodies and the beneficiary, the coordinator of the selected research and development consortium, according to the financial schedule as laid down in the table with committed funding.

The requested payments under this contract shall be delivered to DAFA and transferred upon request.

The first payment will be requested shortly after the project(s) has been selected by the RCP MB members. The following 3 payments will be requested annually in connection to the annual reporting of the project(s) and reflect the budget for the subsequent year.

Authorised to sign on behalf of the Danish AgriFish Agency (DAFA), Denmark:

Name of authorised signatory: Director Pernille Andersen

ignature

Date of signature: 8. mg1 2012

Ministeriet for Fødevarer, Landbrug og Fiskeri

Stamp or seal of the organisation Vropsgade 30 DK-1780 København V





Lederal Ministry of Food, Agriculture and Consumer Protection (BMELV), Germany

together with

- Tederal Ministry of Agriculture, Forestry, Environment and Water Management (BMLFUW), Austria
- Danish Agrif ish Agency (DAFA), Denmark
- Research Council of Norway (RCN), Norway
- Federal Office for Agriculture (FOAG), Switzerland
- Department of Environment, Food and Rural Affairs (DEFRA), United Kingdom

will contribute to the financing of the Real Common Pot within the ERA-net CORE Organic II pursuant to the contract between DAFA as principal grant donor representing the above listed research funding bodies and the beneficiary, the coordinator of the selected research and development consortium, according to the financial schedule as laid down in the table with committed funding.

The requested payments under this contract shall be delivered to DAFA and transferred upon request.

The first payment will be requested shortly after the project(s) has been selected by the RCP MB members. The following 3 payments will be requested annually in connection to the annual reporting of the project(s) and reflect the budget for the subsequent year.

Authorised to sign on behalf of the Federal Ministry of Food, Agriculture and Consumer Protection (BMELV), Germany:

Name of authorised signatory: Dr Stalb.

Signature

Date of signature:

Stamp or seal of the organisation:

Bundesministerium für Ernährung, Landwirtschaft und Verbraucherschutz Postfach 14 02 70 53107 Bonn

CORE organic II

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Research Council of Norway (RCN), Norway

together with

- Federal Ministry of Agriculture, Forestry, Environment and Water Management (BMLFUW), Austria
- Danish AgriFish Agency (DAFA), Denmark
- Federal Ministry of Food, Agriculture and Consumer Protection (BMELV), Germany
- Federal Office for Agriculture (FOAG), Switzerland
- Department of Environment, Food and Rural Affairs (DEFRA), United Kingdom

will contribute to the financing of the Real Common Pot within the ERA-net CORE Organic II pursuant to the contract between DAFA as principal grant donor representing the above listed research funding bodies and the beneficiary, the coordinator of the selected research and development consortium, according to the financial schedule as laid down in the table with committed funding.

The requested payments under this contract shall be delivered to DAFA and transferred upon request.

The first payment will be requested shortly after the project(s) has been selected by the RCP MB members. The following 3 payments will be requested annually in connection to the annual reporting of the project(s) and reflect the budget for the subsequent year.

Authorised to sign on behalf of the Research Council of Norway, Norway:

Name of authorised signatory: Kristin Danielsen.

Signature (nistri Drnielen)

Date of signature:

10.04.2012

Stamp or seal of the organisation:

Norges forskningsråd The Research Council of Norway P.O.box 2700, St. Hanshaugen N-0131 OSLO Ph. +47 22 03 70 00 Fax +47 22 03 70 01



Federal Office for Agriculture (FOAG), Switzerland

together with

- Federal Ministry of Agriculture, Forestry, Environment and Water Management (BMLFUW), Austria
- Danish AgriFish Agency (DAFA), Denmark
- Federal Ministry of Food, Agriculture and Consumer Protection (BMELV), Germany ٠
- Research Council of Norway (RCN), Norway ٠
- Department of Environment, Food and Rural Affairs (DEFRA), United Kingdom ٠

will contribute to the financing of the Real Common Pot within the ERA-net CORE Organic II pursuant to the contract between DAFA as principal grant donor representing the above listed research funding bodies and the beneficiary, the coordinator of the selected research and development consortium, according to the financial schedule as laid down in the table with committed funding.

The requested payments under this contract shall be delivered to DAFA and transferred upon request.

The first payment will be requested shortly after the project(s) has been selected by the RCP MB members. The following 3 payments will be requested annually in connection to the annual reporting of the project(s) and reflect the budget for the subsequent year.

Authorised to sign on behalf of the Federal Office for Agriculture, Switzerland:

Name of authorised signatory: Urs Gantner.

Signature

1. Jan mer Blelunaan 13. 04. 2012 17.4.2.12

Date of signature:

Stamp or seal of the organisation:



Department of Environment, Food and Rural Affairs (DEFRA), United Kingdom

together with

- Federal Ministry of Agriculture, Forestry, Environment and Water Management (BMLFUW), Austria
- Danish AgriFish Agency (DAFA), Denmark
- Federal Ministry of Food, Agriculture and Consumer Protection (BMELV), Germany
- Research Council of Norway (RCN), Norway
- Federal Office for Agriculture (FOAG), Switzerland

will contribute to the financing of the Real Common Pot within the ERA-net CORE Organic II pursuant to the contract between DAFA as principal grant donor representing the above listed research funding bodies and the beneficiary, the coordinator of the selected research and development consortium, according to the financial schedule as laid down in the table with committed funding.

The requested payments under this Letter of Commitment shall be delivered to DAFA and transferred upon request.

The first payment will be requested shortly after the project(s) has been selected by the RCP MB members. The following 3 payments will be requested annually in connection to the annual reporting of the project(s) and reflect the budget for the subsequent year.

Authorised to sign on behalf of the Department of Environment, Food and Rural Affairs, United Kingdom:

Name of authorised signatory: David Cooper.

Signature David A. Corpor

Date of signature:

24TH APRIL 2012 Stamp or seal of the organisation:





Annex VII to the Memorandum of Understanding between funding bodies of the real common pot within CORE Organic II, Final version of 10 April 2012

# **Abbreviation list**

AT	Austria
BLE	Federal Office of Agriculture and Food
BMELV	Federal Ministry of Food, Agriculture and Consumer Protection
BMLFUW	Federal Ministry of Agriculture, Forestry, Environment and Water Management
СН	Switzerland
DAFA	Danish AgriFish Agency
DE	Germany
DEFRA	Department of Environment, Food and Rural Affairs
DK	Denmark
COII	CORE Organic II
ERA	European research area
FB	Funding bodies
FOAG	Federal Office for Agriculture
FP7	Framework Programme number 7
ICROFS	International Centre for Research in Organic Food Systems
IRP	Intellectual Property Rights
MoU	Memorandum of Understanding
NO	Norway
R&D	Research and development
RCN	Research Council of Norway
RCP	Real common pot
RCP MB	Real common pot Management Board
UK	United Kingdom