

HERA JRP Cultural Encounters Partner Contract

between

HERA Cultural Encounters Joint Research Programme Partners

and

The European Science Foundation (HERA JRP CE HA Phase 1)

and

The Irish Research Council for the Humanities and Social Sciences (HERA JRP CE HA Phase 2)

on the purposes, financing, management structure and procedures of the HERA Joint Research Programme Cultural Encounters

November 5 2011



The funding bodies listed below:

The Netherlands Organisation for Scientific Research (NWO) – Humanities, Laan van Nieuw Oost-Indië 300, 2593 CE Den Haag, the Netherlands,

The Austrian Science Fund (FWF), 1090 Wien, Sensengasse 1, Austria,

Research Foundation Flanders (FWO), Egmontstraat 5, 1000 Brussels, Belgium

The Fund for Scientific Research (F.R.S.-FNRS), Egmontstraat 5, 1000 Brussels, Belgium

The Croatian Academy of Sciences and Arts, Zrinski trg 11, 10000 Zagreb, Croatia,

Deutsches Zentrum für Luft- und Raumfahrt (PT-DLR), Projektträger im DLR, Heinrich-Konen-Str. 1, 53227 Bonn, Deutschland

The Danish Agency for Science, Technology and Innovation, Bredgade 40, 1260 Copenhagen K, Denmark,

Estonian Science Foundation, Endla 4, 10142 Tallinn, Estonia,

Academy of Finland, Hakaniemenranta 6, 00531 Helsinki, Finland,

Icelandic Centre for Research (RANNIS), Laugavegur 13, 101 Reykjavik, Iceland,

Research Council of Lithuania (RCL), Gedimino pr. 3, LT-01103 Vilnius Lithuania

Fonds National de la Recherche Luxembourg (FNR), 6, rue Antoine de Saint- Exupéry, B.P. 1777. L- 1017 Luxembourg,

The Research Council of Norway, P.O. Box 2700 St. Hanshaugen, N-0131 Oslo, Norway,

Fundação para a Ciência e a Tecnologia (FCT), Av. D. Carlos I, 126, 1249-074 Lisboa, Portugal

Narodowe Centrum Nauki (NCN) ul. Królewska 57, 30-081 Kraków, Poland

Ministry of Higher Education, Science and Technology, Kotnikova 38, 1000 Ljubljana, Slovenia,

The Swedish Research Council, 103 78 Stockholm, Sweden,

Arts and Humanities Research Council (AHRC), Polaris House North Star Avenue, Swindon SN2 1FL, United Kingdom,

hereinafter collectively referred to as "HERA JRP CE Partners",

on the one hand,

and

The European Science Foundation (ESF), 1, quai Lezay-Marnesia, 67080 Strasbourg, France, hereinafter referred to as "**ESF**",

and

Irish Research Council for the Humanities and Social Sciences, Brooklawn House, Shelbourne Road, Ballsbridge, 4 Dublin, Ireland,

hereinafter referred to as "IRCHSS",

on the other hand,



have agreed on the purposes, financing, management structure and procedures of the HERA Joint Research Programme Cultural Encounters, as outlined in this Contract and Annex I "HERA JRP CULTURAL ENCOUNTERS Description of Work", which is the integral part of this Contract:

1. The purpose of HERA Joint Research Programme Cultural Encounters

The purpose of the *HERA JRP CULTURAL ENCOUNTERS* is to support trans-national Collaborative Research Projects in the research area "Cultural Encounters", which has been defined as a common research priority.

Through advancing new and innovative collaborative research agendas HERA aims at enabling the Humanities to play an appropriate and dynamic role in the European Research Area and within EU Framework Programmes.

2. HERA JRP CULTURAL ENCOUNTERS Management structure and procedures

The overall responsibility for the governance of the programme lies with the HERA JRP CULTURAL ENCOUNTERS Board, whose membership is formed by one representative from each participating funding organisation. The Quality Assurance Committee and the Knowledge Transfer Advisory Committee composed of the members of the HERA JRP CULTURAL ENCOUNTERS Board will monitor the project selection process and knowledge transfer activities, respectively. The HERA JRP Cultural Encounters Management Team — consisting of one high level representative from each funding organisation participating in the HERA JRP Cultural Encounters - advises the Board on the implementation of activities and on administrative issues.

Proposal assessment and selection are the responsibility of an international, independent *Review Panel* to a process defined by the HERA JRP Cultural Encounters Board. The members of this panel are leading scientists, appointed following suggestions from *HERA JRP CULTURAL ENCOUNTERS* Partners. The Review Panel is also expected to monitor the overall scientific progress of the Programme.

The HERA JRP CULTURAL ENCOUNTERS Project Leaders Group (PLG), which is formed by the Project Leaders of all funded CRPs, will be asked to advise on networking activities for scientific synergy in the HERA JRP CULTURAL ENCOUNTERS.

The HERA JRP CE partners are contracting a HERA JRP CE Handling Agency to carry out most of the day to day work, that is assisting in the management and coordination activities (WP1) and in the Knowledge Transfer activities (WP5) and leading and carrying out the activities specified n WP2, WP3, WP4 and WP6. ESF will act as the Handling Agency for the first phase of the HERA JRP CULTURAL ENCOUNTERS, centrally managing all activities related to the preparation of the joint call and the evaluation of the proposals. IRCHSS will act as the Handling Agency for the second phase of the HERA JRP CULTURAL ENCOUNTERS, centrally administrating the trans-national Collaborative Research Projects, monitoring the progress of these projects and organising and managing the scientific networking activities.

The detailed description of all the Handling Agency tasks and the HERA JRP CULTURAL ENCOUNTERS management structure an procedures is given in Annex I "HERA JRP CULTURAL ENCOUNTERS Description of Work", which is the integral part of this Contract.



3. Funding of HERA JRP CULTURAL ENCOUNTERS

3.1 HERA JRP CULTURAL ENCOUNTERS Commitments

The HERA JRP CULTURAL ENCOUNTERS is to be funded from the joint budget consisting of seventeen national and two regional contributions the maximum of which is determined according to the percentage of the public R&D expenditure in their respective countries. The actual contributions will be determined after the project selection has taken place. The top-up ERANET Plus funding requested from the EC will also be added to this joint budget. The joint budget is aimed at sustaining the project selection, quality assurance and networking operations over the period 2012-2016, and to provide research funding for a full three year period (36 months, starting 2013) in researcher grants to Collaborative Research Projects (CRPs) competitively awarded through a call for applications. The details of the funding mechanism are included the Description of Work in section B1.1

Overview of HERA Joint Research Programme Cultural Encounters maximum commitments

Maximum commitment by partners determined by the percentage of public R&D expenditure (based on EUROSTAT 2007 data) in their respective countries plus a fixed share (€ 15.000). Note that the actual commitment will be based on actual costs of the transnational collaborative research projects that are selected by the International Review Panel for funding in the HERA JRP CULTURAL ENCOUNTERS call. The minimum contribution is set to € 15.000 for those countries who have no researchers in any of the projects funded by the HERA JRP Cultural Encounters.

АТ	Austria	FWF	€ 666.025
BE	Belgium	FNRS	€ 214.136
BE	Belgium	FWO	€ 214.136
DE	Germany	PT-DLR	€ 5.015.000
DK	Denmark	DASTI	€ 456.915
EE	Estonia	ETF	€ 3 .263
FI	Finland	AKA	€ 455.664
HR	Croatia	HAZU	€ 66.451
IE	Ireland	IRCHSS	€ 244.807
IS	Iceland	RANNIS	€ 60.652
LT	Lithuania	LMT	€ 47.675
LU	Luxembourg	FNR	€ 46.668
NL	Netherlands	NWO	€ 1.042.530
NO	Norway	RCN	€ 629.370
PL	Poland	NCN	€ 318.371
PT	Portugal	FCT	€ 273.015
SE	Sweden	VR	€ 793.756
SI	Slovenia	MHEST	€ 67.304
UK	United Kingdom	AHRC	€ 3.305.198
			€ 13.955.935



Humanities in the European Research Area

3.2 Payments

HERA JRP CULTURAL ENCOUNTERS Partners will transfer their contributions to IRCHSS according to the payment schedule over the years 2012-2016 established in their individual bilateral Agreements with IRCHSS.

If a payment is not received by IRCHSS two months after the scheduled date, IRCHSS reserves the right to invoice the *HERA JRP CULTURAL ENCOUNTERS* partner concerned with the penalty fee of two per cent of the missing payment.

3.3 ERANET Plus top-up

HERA JRP CULTURAL ENCOUNTERS Partners have submitted an ERANET Plus proposal requesting a top-up of HERA JRP CULTURAL ENCOUNTERS research funding in the amount of € 6.000.000. If awarded, this funding will be used solely to top-up the HERA JRP CULTURAL ENCOUNTERS research funding.

3.4 HERA JRP CULTURAL ENCOUNTERS Management and Networking costs

4% of the total HERA JRP CULTURAL ENCOUNTERS budget may be used to cover operating costs (financial and legal management, peer review process, evaluation) and another 4% of the HERA JRP CULTURAL ENCOUNTERS budget will cover costs related to the implementation phase (coordination, research networking, dissemination, knowledge transfer activities). These funds will be managed by IRCHSS which will support all activities of the HERA JRP CULTURAL ENCOUNTERS partners and the Committees and Boards as explained in detail in Annex I "HERA JRP CULTURAL ENCOUNTERS Description of Work", which is the integral part of this Contract. These costs will be borne by the HERA JRP partners.

Considering that the maximum contribution to the HERA JRP by the twenty HERA JRP CULTURAL ENCOUNTERS partners is € 13.955.935 and the maximum management and networking costs are calculated at € 1.475.000 the maximum contribution of the HERA JRP CULTURAL ENCOUNTERS partners to the HERA JRP CULTURAL ENCOUNTERS Call is € 12.480.935. From the EC a topping up of the HERA JRP Call budget is requested to the level of 33 % of the total HERA JRP CULTURAL ENCOUNTERS Call budget, i.e. € 6.000.000. The total HERA JRP CULTURAL ENCOUNTERS Call budget is then € 18.480.935.

3.5 Financial management of HERA JRP CULTURAL ENCOUNTERS

All financial matters of the HERA JRP CULTURAL ENCOUNTERS funding will be managed by IRCHSS who will draw up the contracts with the host institution of the Project Leader (PL) of the funded Collaborative Research Projects (CRP). IRCHSS will once a year provide a financial report to the HERA JRP CE Board which includes possible interest gained from managing the HERA JRP CE budget..



4. HERA JRP CULTURAL ENCOUNTERS Work Plan

The work of the HERA JRP is divided into six work packages:

- **WP1 Coordination and Management**
- WP2 Preparation and Publication of the Joint Call
- WP3 Evaluation of Proposals (Step I and II)
- WP4 Negotiations and Start of Research Projects
- WP5 Knowledge Transfer, Networking and Dissemination
- WP6 Monitoring of Research Projects

The work plan reflects a logical progression by way of a step-by-step approach towards the selection and the start of trans-national research projects funded in the framework of the *HERA JRP CULTURAL ENCOUNTERS*. The preparation and the publication of the joint call (WP2) is followed by the evaluation of proposals (WP3) and then by the negotiations and the start of the research projects (WP4). Once the trans-national research projects are launched, knowledge transfer / exchange, networking and dissemination activities (WP5) and monitoring of research projects (WP6) will start. Coordination and management (WP1) is assured continuously.

The Netherlands Organization for Scientific Research – as the Coordinator of the *HERA JRP CULTURAL ENCOUNTERS* ERANET Plus project - will be leading work package 1, Coordination and Management. ESF – formally assigned by the *HERA JRP CULTURAL ENCOUNTERS* partners as their *HERA JRP CULTURAL ENCOUNTERS* Phase 1 Handling Agency – will lead the work packages dealing with the preparation and publication of the Call and the evaluation of proposals (WP2 and WP3)I, IRCHSS – formally assigned by the *HERA JRP CULTURAL ENCOUNTERS* partners as their *HERA JRP CULTURAL ENCOUNTERS* Phase 2 Handling Agency – will lead the work packages dealing with negotiations and start of trans-national research projects and monitoring / evaluation (WP4 and WP6). ESF will assist IRCHSS in WP4, especially in the contract negotiations. The Arts and Humanities Research Council, UK, will coordinate the work of the Knowledge Transfer Advisory Committee on formulating and implementation the knowledge transfer / exchange, networking and dissemination strategy of the HERA JRP CULTURAL ENCOUNTERS (WP5).

All HERA JRP CULTURAL ENCOUNTERS partners will be involved in the evaluation and decision making process, by participating in the national eligibility check of the HERA JRP CULTURAL ENCOUNTERS proposal partners and by being represented in the HERA JRP CULTURAL ENCOUNTERS Board.

A detailed description of work packages, procedures for the project selection, networking activities, monitoring, reporting and the lists of deliverables and milestones, is given in Annex I "HERA JRP CULTURAL ENCOUNTERS Description of Work", which is the integral part of this Contract.

The lead partners of the work packages will be required to report to the HERA JRP CE Board annually about the progress of the work package tasks and about the financial aspects of the HERA JRP CE. In case of an underspent, the HERA JRP CE will decide about possible alternative use for that budget.



5. Terms of the Contract

The Contract shall come into force as from the date of its signature by all parties. It shall cover the full period of funding for the Call for *HERA JRP CULTURAL ENCOUNTERS*, including the project selection and research phases, as well as the final reporting phase. This Contract shall come into force for new *HERA JRP CULTURAL ENCOUNTERS* Partners as from the date of them entering this Contract.

No party to this Contract shall be entitled to withdraw from this Contract unless that party has obtained the prior written consent of all other HERA JRP CULTURAL ENCOUNTERS Partners.

This Contract will be complemented by bilateral Agreements between each of the *HERA JRP CULTURAL ENCOUNTERS* Partners, on the one hand, and IRCHSS on the other hand, which will stipulate the exact schedule and modalities of their payments to IRCHSS.

6. Amendments to the Contract

The Parties may amend this Contract with a prior written consent of all parties. This Contract may only be amended by a document signed by each party to this Contract and which is expressed as being an amendment to this Contract. Annex I "HERA JRP CULTURAL ENCOUNTERS Description of Work" may be amended by mutual written consent of all parties, where the amendments do not conflict with the provisions of this Contract.

Other eligible organizations will have the opportunity to join the HERA JRP CULTURAL ENCOUNTERS until three months prior to the launch of the HERA JRP CULTURAL ENCOUNTERS Call for Proposals. New HERA JRP CULTURAL ENCOUNTERS members will become parties to this Contract by way of Amendment to the Contract. A bilateral Contract agreement new HERA JRP CULTURAL ENCOUNTERS Partners and IRCHSS will be drawn up to define the modalities of their financial contributions to HERA JRP CULTURAL ENCOUNTERS.

The modalities of the ERA-NET Plus contract, if awarded to *HERA JRP CULTURAL ENCOUNTERS*, will prevail over the modalities of this Contract and its Annexes for the issues concerned.

This Contract will be governed by the Belgian Law.



1. Authorised to sign on behalf of the European Science Foundation

Date and Place:

Marja Makarow Chief Executive European Science Foundation



2. Authorised to sign on behalf of the Irish Research Council for the Humanities and Social Sciences (IRCHSS),

Date and Place:		
Date and Place.		

Tim Conlon
Director
Irish Research Council for the Humanities and Social Sciences



3. Authorised to sign on behalf of the **Netherlands Organisation for Scientific Research – Humanities Department**

Date and Place:	
Date and Flace.	

Annemarie Bos Managing Director for the Humanities Netherlands Organization for Scientific Research



4. Authorised to sign on behalf of the Austrian Science Fund (FWF)

Date and Place: _____

Christoph Kratky President Austrian Science Fund



5. Authorised to sign on behalf of the Deutsches Zentrum für Luft – und Raumfahrt EV, Germany

Date and Place: _____

Gabrielle Stöcker-Decker Head of Administration Deutsches Zentrum für Luft – und Raumfahrt EV



6. Authorised to sign on behalf of the Danish Agency for Science, Technology and Innovation

Date and Place:		

Inge Mærkedahl
Director General
Danish Agency for Science, Technology and Innovation



7. Authorised to sign on behalf of the Estonian Science Foundation

Date and Place:

Toomas Meressoo Board Member Estonian Science Foundation



8. Authorised to sign on behalf of the Academy of Finland

Date and Place:

Riitta Mustonen Vice President (Research) Academy of Finland



9. Authorised to sign on behalf of the Croatian Academy of Sciences and Arts

Date and Place:

Zvonko Kusić President Croatian Academy of Sciences and Arts



10. Authorised to sign on behalf of the Icelandic Centre for Research (RANNIS)

Date and Place: _____

Magnus Lyngdal Magnusson Deputy Director Icelandic Centre for Research (RANNIS)



11. Authorised to sign on behalf of Lietuvos mokslo taryba, Lithuania

Date and Place:	
Eugenijus Butkus	
Lietuvos mokslo taryba	



12. Authorised to sign on behalf of Fonds National de la Recherche Luxembourg (FNR)

Date and Place:	
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Marc Schiltz Secretary General Fonds National de la Recherche Luxembourg



13. Authorised to sign on behalf of the Research Council of Norway

Date and Place: _____

Jon Holm Director Department The Research Council of Norway



14. Authorised to sign on behalf of the Fundacao para a Cienca e a Tecnologia, Portugal

Date and Place:	
Date and I lace.	

João Sentieiro President Fundação para a Ciença e a Tecnologia, Portugal



15. Authorised to sign on behalf of the **Ministry of Higher Education**, **Science and Technology**, **Slovenia**

Data and Dlagge		
Date and Place:		

lgor Lukšič

Minister

Ministry of Higher Education, Science and Technology of the Republic of Slovenia



16. Authorised to sign on behalf of the Swedish Research Council

Date and Place: _____

Arne Jarrick Secretary General The Swedish Research Council



17. Authorised to sign on behalf of the Arts and Humanities Research Council, UK

Date and Place: _____

Rick Rylance Chief Executive The Arts and Humanities Research Council



18. Authorised to sign on behalf of the Fonds voor Wetenschappelijk Onderzoek - Vlaanderen

Date and Place: _____

Elisabeth Monard Secretary-General Fonds voor Wetenschappelijk Onderzoek - Vlaanderen



19. Authorised to sign on behalf of the Fonds de la Recherche Scientifique-FNRS

Date and Place: _____

Véronique Haloin Secretary General Fonds de la Recherche Scientifique



20. Authorised to sign on behalf of the Narodowe Centrum Nauki, Poland

Date and Place:

Andrzej Jajszczyk Director Narodowe Centrum Nauki