



CLARIFICATION N°2

Call for proposals: EUBA-EFSA-2023-PREV-01

Call title: PERA - Advancing the ERA of Plant Protection Products towards a system-based approach

Question 1: How to align similar activities, like database development and/or platform development, that run in parallel in other projects in terms of ownership/responsibilities (e.g., some from EFSA, some through eg EU Horizon projects)

Answer 1: For the ownership of results of SGAs signed under the FPA resulting from this call for proposals, please note art. I.5 concerning pre-existing intellectual property rights applicable to this FPA has been amended. A corresponding corrigendum will follow.

Ownership, responsibilities and IPR conditions of other projects (e.g. grants or procurement EFSA and/or with other EU bodies) which may have a similar scope remain unchanged.

Question 2: What is expected from the RA platform: bridge silos, collect regulatory tools, etc or is it about centralizing information from multiple platforms (like a route map for information)

Answer 2: We understand that the question is related to the area#4 as described in par. 1.3.4 and following sections of the Call for Proposals. From the activities under this area, it is expected to collect needs from Member States, stakeholders, regulatory tools, data etc., and elaborate options for the development of Risk Assessment platform, including feasibility in terms of IT and costs. The analysis of the current state of the art could be the starting point. Details will be defined with grant specific agreement.

Question 3: Who will be responsible for data in long term (i.e. after the FPA has ended)?

Answer 3: Please refer to the following articles of the Annex 1 to the call for proposals:

- ☐ art. I.3.1 on Data controller;
- ☐ art. II.6 on Confidentiality, where you find implementation on confidentiality obligations of the parties and the length of the parties' obligations;
- ☐ art. II.7 for Processing of personal data.

Question 4: If PhD student is involved, then how does that work with timelines for separate SGAs that may not cover the general duration of a PhD-project?

Answer 4: We understand that your question relates to the continuity and duration of the individual Specific Grant Agreements (SGAs) to plan the human resources to be involved in its execution. Please note that the duration of the specific grant agreements for the areas 1 to 4 will be typically between 12 and 36 months. The specific grant agreement related to project management (i.e. task 2: project management) will last 48 months.

Should your question relate to the submission of timesheets of staff working in Specific Grants Agreements, please note that, as mentioned in the par. I.8 of the call for proposals, the form of grant awarded under this Call is based on financing not linked to the costs of the relevant operations in accordance with Article 125 (1)(a) of the EU Financial Regulation. Grants financed in this way require the fulfilment of conditions set out in sector specific rules of Commission decisions or the achievement



of results measured by reference to previously set milestones or through performance indicators. The above entails that EFSA is not requiring beneficiaries to submit costs statement nor timelines of staff working on the project.

Question 5: Is it possible to cooperate with non-eligible partners/associated partners – such as a Swiss or UK University - within the consortium? If so, how should we process this in the Framework Agreement, Conditions and/or Specific Agreements?

Answer 5: Please note that only Art. 36 organisations are eligible to apply as partners of the consortium for this call for proposals. Non art.36 organisations including organisations based in non-eligible countries can be involved as subcontractors in line with what foreseen in par. I.3.4. explicitly listing core tasks which cannot be subcontracting and in line with provisions of par. I.7 of the Call for Proposals and of art. II.11 of the Annex I.

Involvement of subcontractors should be clearly mentioned in the proposal for the FPA, and their role should be justified. Furthermore, when implementing the FPA, the role of subcontractors shall be clearly mentioned in each SGA. Please note that obligations linked with Individual Declaration of Interests apply also to staff of subcontractors.

Question 6: Our Legal team mentions that clause 17.1.1. and clause 17.2.1. in which a partner or the authority may terminate the Framework agreement without specifying the reasons for termination are not acceptable. Is it possible to remove and/or change these clauses?

Answer 6: We understand that the question refers to art. II.17.1.1 and art. II.17.2.1 of the Draft Framework Partnership Agreement (FPA). These articles attribute to both the contracting authority and the partner the right to terminate the FPA without providing reasons but upon notification of the termination. Please note that it is consistently interpreted that this form of termination for the contracting authority (EFSA) will not be started if the conditions set in Article 17.2.2. apply (i.e. termination on specific grounds). These provisions are taken directly from the model framework agreement used by EU institutions and envisage this right for both parties. Considering the above, please note that the request to remove or change these articles is not accepted by EFSA.

Question 7: It seems that in the current Framework Agreement and Specific Agreements there are no arrangements regarding the liability between the consortium partners. Is it possible for EFSA to add these clauses, for instance: "(...) No partner shall be responsible to any other Partner for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts. A Partners general aggregate liability towards the other Partners collectively shall be limited to once the partners share of the total costs of the Project as identified in [XXXX] (...)”

Answer 7: Please note that provisions of art. II.26 for recovery apply for liability and recovery obligations towards the Authority of the partner intended as the coordinator and the other beneficiaries. EFSA is not in the position of accepting the suggested clause as it would be against provisions of Art. II.26.