



FDP UNIT

## NEW SIMPLIFIED FORM OF GRANT: FINANCING NOT LINKED TO THE COSTS

### **CALL FOR PROPOSALS** and guide for applicants

**Call reference:** GP/EFSA/FDP/2022/01

**Call title:** Support to EFSA in management of requests related to the application procedure

**Process code:** 01.01-L3 GPSA; 05.01-L3 Services to Applicants

Restricted to the list of competent organisations adopted by EFSA Management Board according to Article 36 of European Parliament and Council Regulation (EC) No 178/2002



## INDICATIVE PROCEDURE TIMETABLE

Milestone	Date <sup>1</sup>	Comments
<b>Launch date</b>	01/06/2022	Date of call publication on EFSA's website.
<b>Deadline for applicants to raise clarification questions to EFSA</b>	23/08/2022	If, after having read this Call for proposals and guide for applicants, you have any questions, you may address them to <a href="mailto:EFSAProcurement@efsa.europa.eu">EFSAProcurement@efsa.europa.eu</a> by indicating the Call reference.
<b>Deadline for EFSA to reply to clarification questions</b>	25/08/2022	Replies will be provided on EFSA's webpage where this Call is published and which the applicants are requested to consult regularly.
<b>Deadline for submission of proposals</b> <u>Any proposal posted after the final deadline will automatically be rejected.</u>	<b>31/08/2022</b>	<p>Applicants can submit proposals:</p> <ul style="list-style-type: none"> <li>- either by post (registered mail) or by courier not later than <b>31/08/2022</b>, in which case the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip, to the address indicated below. The applicant submitting a proposal by post or by courier is requested to send an informative e-mail to <a href="mailto:EFSAProcurement@efsa.europa.eu">EFSAProcurement@efsa.europa.eu</a>.</li> <li>- or delivered by hand <b>not later than 12.30 hours (Italian time) on 31/08/2022</b> to the address indicated below. In this case, a receipt must be requested from EFSA as proof of submission, signed and dated by the staff member in EFSA Post Office who accepted the delivery. The EFSA Post Office is open from 8.30 to 12.30 Monday to Friday. It is closed on Saturdays, Sundays and EFSA holidays.</li> </ul> <p>Submission by post, courier or hand to this address:  <u>European Food Safety Authority - EFSA</u>  <u>For the attention of – Muriel PESCI, Finance Unit (Procurement Team)</u>  <u>Via Carlo Magno 1/A, I – 43126 Parma, Italy</u></p> <p>Proposals must be submitted using the double envelope system. The outer envelope should be sealed with adhesive tape, signed across the seal and carry the following information:</p> <ul style="list-style-type: none"> <li>- "CALL FOR PROPOSALS GP/EFSA/FDP/2022/01 – NOT TO BE OPENED BY THE INTERNAL MAIL DEPARTMENT".</li> <li>- name of the applicant</li> <li>- <b>the posting date should be legible on the outer envelope</b></li> </ul>
<b>Notification of the evaluation results</b>	October 2022	Estimated. <i>Attention: outcome of the present call will be communicated to all applicants to the e-mail address indicated in their proposal. Accordingly, applicants who have submitted proposals under the present call are strongly invited to check regularly the inbox in question.</i>
<b>Grant agreement(s) signature</b>	November 2022	Estimated.

<sup>1</sup> All times are in the time zone of the country of EFSA.



## TABLE OF CONTENT:

1.	GRANT OPPORTUNITY AND CONDITIONS .....	4
1.1	LEGAL FRAMEWORK .....	4
1.2	BACKGROUND AND OBJECTIVE OF THE CALL .....	5
1.3	DESCRIPTION OF THE TASKS TO BE PERFORMED BY THE FPA PARTNER UNDER THE SPECIFIC AGREEMENTS .....	6
1.4	EFSA GRANT CONTRIBUTION .....	8
1.5	ELIGIBLE ORGANISATIONS .....	12
1.6.	ROLES AND RESPONSIBILITIES .....	12
1.7.	POSSIBILITY OF SUBCONTRACTING .....	13
1.8	PAYMENTS .....	13
1.9	GRANT PRINCIPLES .....	14
1.10	PUBLICITY .....	15
1.11	PROTECTION OF PERSONAL DATA IN RELATION TO GRANT PROCEDURES... ..	15
1.12	PUBLIC ACCESS TO DOCUMENTS .....	15
2.	SELECTING PROPOSALS .....	16
2.1	VERIFICATION OF SUBMISSION REQUIREMENTS .....	16
2.2	ELIGIBILITY CRITERIA .....	16
2.3	EXCLUSION CRITERIA .....	17
2.4	SELECTION CRITERIA .....	17
2.5	AWARD CRITERIA .....	19
3.	SUBMITTING PROPOSALS .....	20
3.1	APPLICATION FORM & CHECKLIST .....	20
3.2	LANGUAGE OF THE PROPOSAL AND THE SUPPORTING DOCUMENTS .....	20
3.3	SUBMISSION MODALITIES .....	20
3.4	EXPECTED DURATION OF PROCEDURE .....	21

### Annexes:

- Annex 1: Draft framework partnership agreement and draft specific agreement
- Annex 2: Application form & checklist
- Annex 3: Legal entity form ([download template here](#))
- Annex 4: Financial identification form ([download template here](#))
- Annex 5: Declaration on honour for exclusion criteria
- Annex 6: Declaration on honour for selection criteria
- Annex 7: Simplified financial statement
- Annex 8: Confidentiality agreement



## 1. GRANT OPPORTUNITY AND CONDITIONS<sup>2</sup>

### 1.1 LEGAL FRAMEWORK

Article 36 (1) of the **Regulation (EC) 178/2002<sup>3</sup> of the European Parliament and of the Council of 28 January 2002 laying down the general principles and requirements of food law, establishing the European Food Safety Authority and laying down procedures in matters of food safety**, stipulates that the Authority shall promote the European networking of organisations operating in the fields within the Authority's mission. The aim of such networking is, in particular, to facilitate a scientific cooperation framework by the coordination of activities, the exchange of information, the development and implementation of joint projects<sup>4</sup>, the exchange of expertise and best practices in the fields within the Authority's mission.

On the 19th December 2006 the Management Board, acting on a proposal from the Executive Director, drew up a **list of competent organisations designated by the Member States** which may assist EFSA, either individually or in networks, with its mission. This list is regularly updated by EFSA's Management Board.

**The Commission Regulation (EC) 2230/2004[1] of 23 December 2004 laying down detailed rules for the implementation of the European Parliament and Council Regulation (EC) 178/2002 with regard to the network of organisations operating in the fields within the EFSA's mission** specifies in Article 4 that tasks may be entrusted by the Authority to organisations on the list of competent organisations. **The present call specifically focuses on tasks defined in Article 4(3), 1<sup>st</sup> point – “disseminating best practices and improving methods of collecting and analysing scientific and technical data...”, and 5<sup>th</sup> point – “preparing the Authority's scientific opinions, including preparatory work relating to the assessment of authorisation dossiers”.**

Article 5(2) of the **Commission Regulation (EC) 2230/2004<sup>5</sup> of 23 December 2004** specifies that the financial support to the networking organisations shall take the form of subsidies (grants) awarded in accordance with the EFSA's financial regulation and implementing rules.

The present Call for proposals and guide for applicants (hereinafter referred to as “the Call”) is procedurally governed by the **Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union**, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012.

This call is based on **EFSA's 2022 Work Programme for grants and operational procurements** as presented in Annex XII of the Programming Document 2022 – 2024, available on the EFSA's website<sup>6</sup>.

<sup>2</sup> The applicant is reminded that this Call and guide for applicants contains a selection of the most important conditions for the grant implementation. For the full set of conditions, the applicant is invited to consult the draft grant agreement attached to this Call.

<sup>3</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2002:031:0001:0024:EN:PDF>

<sup>4</sup> Project is frequently referred to in this Call as “action”, in line with EU Financial Regulation terminology.

<sup>5</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2004:379:0064:0067:EN:PDF>

<sup>6</sup> <https://www.efsa.europa.eu/sites/default/files/event/mb-20211216/C05.SPD-2022-2024-4.mb211216-a2.pdf>



## 1.2 BACKGROUND AND OBJECTIVE OF THE CALL

### 1.2.1 BACKGROUND

Front-desk and Workforce Planning Unit (FDP) has a dedicated web query service (integrated in the 'Ask EFSA a question' service) where applicants can ask questions on applications. This service is managed by FDP and when needed the relevant scientific unit is involved to prepare the answer. Number of queries has nearly doubled in the last two years, with 773 questions related to the implementation of the Transparency Regulation in 2021. The trend of the first months of 2022 shows that the number of questions received from external stakeholders is not decreasing. Queries can concern –but are not limited to –administrative and scientific issues, the EU regulatory framework governing specific scientific areas, guidance documents requirements, procedural steps, status of specific applications, IT tools to be used in the pre-submission phase or for the preparation and submission of applications.<sup>7</sup>

The FDP Unit is also managing requests for General pre-submission advice (GPSA), as set by Article 32a(1) of the General Food Law. The number of requests is expected to increase in the course of 2022 and following years.

To increase and optimise the management of web-queries and GPSA, EFSA is exploring the opportunity:

- To benefit from the existing scientific and technical capacity in food regulated products which is present at Member State (MS) level and also available in universities or organisations (included in the Art. 36),
- To benefit from specific expertise available in universities or scientific organisations (included in the Art. 36), especially in the area of novel foods, nutrition and food improvement agents
- To task preparatory work for the drafting of replies to web- queries and to requests for GPSA submitted to EFSA.

Competent Organisations can develop competences and increase knowledge in procedural, administrative and scientific requirements in the different food areas. Competent Organisations can develop an understanding of the way of working and management of requests received from interested parties on Application for regulated products. Competent Organisations can benefit in bringing back the developed competencies and being able to advice and support Member States and Competent Authorities in the regulated products domain. In addition, Competent Organisation can partner with EFSA in fostering the engagement with Stakeholders with the interest in scientific application process and can contribute providing high quality support via the services. The outcome of this grant collaboration can be used to increase the visibility of information available at national level for all questions related to risk management which are redirected to Member States/Competent Authorities.

### 1.2.2 OBJECTIVE OF THE CALL

The overall objective of the present call is **the identification of Art. 36 partner organisations** - to which EFSA can entrust at any time during the next 4 years the tasks of contributing to the **preparatory work for the management of web queries submitted to EFSA and the preparatory work for requests for GPSA**. With the partners selected following this call for proposals EFSA would sign **a 4 years Framework partnership agreement (FPA), in cascade**. Once the FPAs are signed, as soon as EFSA has a specific need of support, it would contact the first ranked partner in cascade, based on a mechanism presented later in this call, and sign with that

---

<sup>7</sup> <https://connect.efsa.europa.eu/RM/s/faq>, Regulated products questions



partner a specific agreement specifying timeline and the exact work to be carried out. **The maximum number of FPAs that EFSA intends to sign under this call is three (3).**

The preparatory work that can be entrusted to the partners through the specific agreement shall cover all the specific scientific areas:

- a) Novel food
- b) Nutrition
- c) Food improvement agents

**Note :** The present call for proposals comes with an innovative and very simplified grant management, where the grant amounts paid to the partner are based on the predefined sums that are not linked to the costs. This means there is no need of co-financing from the partner, and no need of estimated budget or timesheets to record the work. The agreed sums are set at level that is to stimulate the mutually convenient partnership creation. The payment of agreed sums from EFSA will be carried out based on the acceptance by EFSA of the delivered work. If you have questions on this innovative grant form, during the application period, please raise the clarification questions in line with point 3.3.

### **1.3 DESCRIPTION OF THE TASKS TO BE PERFORMED BY THE FPA PARTNER UNDER THE SPECIFIC AGREEMENTS**

#### **1.3.1 ENTRUSTED TASKS AND TIMELINE**

In the context of increasing number of expected incoming requests EFSA is aiming to outsource part of the preparatory work, answers' drafting and reviewing activities.

The Partner(s) will work closely with the FDP Unit and will be responsible for:

- 1) Reviewing questions assigned by the FDP Unit Coordinator using the dedicated tool including checking the remit of the questions and identifying the correct food domain.
- 2) Performing preparatory work and drafting replies to external stakeholders for questions assigned by the FDP Coordinator with the timelines described in table 1.
- 3) Sending the drafted replies to the FDP Unit Coordinator for review and acceptance.
- 4) Integrate the draft reply with comments received from FDP unit Coordinator when needed.
- 5) Update the dedicated Q&A document with recurrent questions, duly anonymised, to propose them for publication in the dedicated Frequently Asked Questions section on the Connect.EFSA portal; flag possible needs to revise EFSA's guidance documents in order to address recurrent queries.
- 6) Analyse the received questions that are redirected to Risk Managers, develop an overview document and provide recommendations on how to inform Interested Parties on when risk managers should be consulted for questions that are in their remit.
- 7) Provide general recommendation to EFSA on ways to further develop the services in place.



### 1.3.2 AREAS OF EXPERTISE

The preparatory work that can be entrusted requires knowledge in regulatory/procedural aspects and EFSA sectorial guidance documents on all of the following regulated product areas:

- a) Novel food
- b) Nutrition (including nutrient sources)
- c) Food improvement agents (including food additives, flavourings, enzymes)

**The partner(s) must provide specific expertise for all three areas listed from a) to c) above, therefore it can be entrusted with the preparation of a draft answers for all scientific areas.**

The full process can be summarised as follows:

- i. EFSA signs a specific agreement with the first-ranked partner in the cascade. EFSA envisages to sign six-monthly or yearly specific agreements to cover the volume of expected web-queries and GPSA in the reference period.
- ii. EFSA receives requests (i.e. a webquery or a GPSA request) from an external party via the Connect.EFSA portal.
- iii. EFSA selects the requests to be assigned to the Partner.
- iv. The partner provides EFSA with the preparatory work and draft of the reply or of the advice within timelines specified below in table 1, depending on the nature of the request.
- v. The partner(s) fills in a dedicated Q&A document with recurrent questions.
- vi. EFSA verifies the quality of the work performed in the reference period and if satisfactory EFSA pays the agreed grant amount to the partner.

### 1.3.3 SELECTION OF PARTNER TO ENTRUST THE TASKS & RESULTING GRANT AGREEMENT

#### **Framework Partnership Agreement:**

A framework partnership agreement, of up to 4 years, will be proposed by EFSA to the first three (3) ranked organisation or group of organisations (consortium) which pass the minimum quality thresholds set out in the award criteria. An FPA sets out the framework conditions and is subsequently implemented through Specific Agreements. **The maximum number of FPAs that EFSA intends to sign under this call is three (3).**

#### **Specific Agreements:**

Specific Agreements will be awarded to a FPA beneficiary on the basis of the cascade mechanisms described below. Each Specific Agreement will set out the specific conditions for performing the respective assignment.

**Cascade mechanism:** The points awarded in the evaluation will constitute the ranking in order to establish a cascade of beneficiaries.

EFSA will consult the beneficiary ranked first to conclude a specific agreement for work to be carried out. In case the first ranked beneficiary does not accept the proposed specific agreement, the beneficiary ranked second will be consulted. In case the beneficiary ranked second does not accept, the beneficiary ranked third will be consulted.

The cascade mechanism will also function in case an FPA agreement is terminated. For instance, should the FPA with the first ranked beneficiary be terminated, any future specific agreement will be offered to the beneficiary ranked second.



#### 1.3.4 PERFORMANCE OF ENTRUSTED TASKS:

The tasks entrusted through the specific agreements will be conducted by staff members of the partner extra-muros (in the premises of the beneficiary).

Should EFSA during implementation of a specific agreement identify that a staff member of the beneficiary working on an entrusted task is not performing according to expectations, EFSA has the right to request a replacement of staff member from the beneficiary. The beneficiary in such a case must ensure there is a smooth handover between the outgoing and new staff member and at the same time the beneficiary shall endeavour to minimise any negative impact from such a change of staff on the execution of the entrusted task.

The ownership of the delivered outputs as a result of these tasks will be vested solely in EFSA and EFSA will be solely responsible of the results of the tasks performed. Only with **EFSA`s prior written permission** the beneficiary will be allowed to use the outputs resulting from the entrusted tasks.

During the performance of the entrusting tasks, the staff of the partner:

- Shall carry out their duties and conduct themselves with the interests of EFSA in mind. They shall neither seek nor take instructions from any government, authority, organisation, or person outside EFSA in relation to the execution of the specific tasks entrusted through the specific agreement. They shall carry out the duties assigned to them objectively and impartially.
- Shall be fully subject to the EFSA Policy on Independence [1] and the Decision of the Executive Director on Competing Interest Management [2]. Before signature of the specific agreement they will submit a Declaration of Interest which will be screened according to the rules applicable to the external experts contributing to the EFSA's work (Articles 6-8) and the rules applicable to screening of Declarations of Interest in the context of procurement and grant awarding procedures (Article 15-16).
- Shall refrain from any unauthorised disclosure of information received in the line of duty, unless that information has already been made public or is accessible to the public. Under specific agreements in this field, EFSA will grant the staff of the partner/beneficiary access to confidential information in order to perform the tasks. They will therefore be required to sign a confidentiality agreement before commencing the performance of tasks (Annex 8).
- Should an assigned web-query or GPSA request relate to an application or topic upon which the assigned staff has a potential conflict of interest, EFSA must be immediately notified so that EFSA may decide not to assign the preparatory work related to that specific web-query or GPSA request.

The working language for performance of tasks will be English.

#### 1.4 EFSA GRANT CONTRIBUTION

This call will result into several FPAs signed (up to 3). EFSA reserves the right to award specific agreements under this group of FPAs up to an indicative maximum of 400.000 euro in 4 years duration of FPAs. EFSA reserves the right not to award specific agreements under the FPA without any compensation to be paid to the applicants/beneficiaries.

The grant amount of each specific agreement will be established based on the number of queries and GPSA advices, as well as other tasks in Table 1 below, that will be entrusted to the identified partner.





Table 1 below specifies the tasks entrusted to the Partner, the number of working days needed to perform each task and the timeline for the Partner for providing the deliverable to the FDP coordinator.

The number of working days and timelines are estimated based on EFSA own experience. The timelines indicated in Table 1 for tasks a and b are established taking into account the timelines that EFSA respects to perform such activities.

In the case of webqueries, EFSA is committed to provide a reply as soon as possible and within 15 working days from receipt of the request. It is therefore required to respect the timeline indicated below, to comply with EFSA's standards as reported in EFSA's Catalogue of support initiatives.<sup>8</sup>

In the case of GPSA requests, EFSA must provide the advice within 15 working days<sup>9</sup> as of the date of acceptance of the request, in accordance with Article 9 of EFSA's Practical Arrangements on pre-submission phase and public consultations.<sup>10</sup> The timeline below is set considering this legal obligation.

**Table 1 – Tasks and timelines**

	<b>Task</b>	<b>No. of working days needed</b>	<b>Timeline for providing deliverable</b>
a	Drafting reply to a webquery	0.5 (225 €)	Within 4 working days. If the draft is not considered satisfactory, EFSA may submit comments and request to complement the draft. In such cases, an updated draft should be provided within 2 working days from receipt of the comments.
b	Drafting the advice requested in the context of a GPSA	3 (1.350 €)	Within 7 working days. If the draft is not considered satisfactory, EFSA may submit comments and request to complement the draft. In such cases, an updated draft should be provided within 2 working days from receipt of the comments.
c	Update the dedicated Q&A document and flag needs to update guidance documents	1 (450 €)	Every month

<sup>8</sup> <https://www.efsa.europa.eu/en/supporting/pub/en-6472>

<sup>9</sup> 20 working days, in case of requests for which EFSA decides to provide the advice during a meeting.

<sup>10</sup> [https://www.efsa.europa.eu/sites/default/files/corporate\\_publications/files/210111-PAS-pre-submission-phase-and-public-consultations.pdf](https://www.efsa.europa.eu/sites/default/files/corporate_publications/files/210111-PAS-pre-submission-phase-and-public-consultations.pdf)



d	Develop an overview document containing: <ul style="list-style-type: none"> <li>- Summary of activity carried out, which also includes an analysis of questions redirected to risk managers and recommendation on how to inform Interested Parties on when risk managers should be consulted</li> <li>- recommendations to EFSA based on experience gained</li> </ul>	10 (4.500 €)	Every 6 months
---	---	--------------	----------------

EFSA estimates an yearly volume of 230 web-queries and 25 GPSA advices to be assigned to the selected partners.

As an example, a Specific Agreement covering 12 months of support could be composed of:

- a. 230 web-queries (230\*225 €) = 51.750 €
- b. 25 GPSA advise (25\*1,350 €) = 33,750 €
- c. Update of Q&A (12\*450 €) = 5,400 €
- d. Development of overview document (2\*4,500 €) = 9,000 €

The value of the grant in the example of Specific Agreement above will be 99,900 €.

The above example is provided only to give an indication of possible duration and tasks composition of Specific Agreements. The actual duration and composition/volume of the tasks of the Specific Agreement will be decided by EFSA during FPA implementation as and when the actual needs arise. EFSA envisages to sign specific agreements to cover the volume of expected web-queries and GPSA for a minimum duration of 6 months indicatively.

Depending on the duration of the specific agreements, a number of progress technical reports will be established. Upon execution of the work, and approval by EFSA of the technical report, EFSA will pay the corresponding amount to the actual number of tasks delivered among the types of tasks a) to d) above. There will be no verification of actually incurred costs, no statement of the costs to be submitted to EFSA, as the **form of grant awarded under this Call is based on financing not linked to the costs.**

In case the actual amount of web-queries and GPSA advices assigned by EFSA is lower than planned in the Specific Agreement, the amount of grant paid will be reduced to cover only the number of tasks actually assigned and delivered.



Considering the critical importance for EFSA of receiving the delivery of assigned tasks a) and b) within the deadlines fixed in the Table 1 above - taking into account that several of those tasks may be assigned in parallel - the following measures will apply to each Specific Agreement:

#### Urgent meetings

Should a partner find difficulties in the handling the amount of tasks assigned within the given deadlines, it should immediately notify EFSA and be available for a planning meeting to address the potential delays and implement remedies.

#### Reduction in payment

The following penalties will be applied as a reduction in payment at the time of balance payment on the basis of the number of deviations and penalty values calculated in the reference period of implementation of the specific agreement.

n.	Agreed timelines for delivery of entrusted key tasks	Maximum # of deviations	Penalty
1	Submission of draft web-queries within 4 working days;	Maximum 2 per year	10% reduction on the value of the delayed web-queries for each day of delay
2	Submission of draft GPSA advice within 7 working days;	Maximum 1 per year	10% reduction on the value of the delayed GPSA advice for each day of delay
3	Submission of the updated draft of web-queries or GPSA advice within 2 working days	Maximum 2 per year	10% reduction on the value of the delayed deliverable for each day of delay
4	Submission of low-quality updated draft of web-queries or GPSA advice (applicable if after 2 rounds of comments the draft is still not satisfactory)	Maximum 2 per year	50% reduction on the value of the low-quality updated draft of web-queries or GPSA advice

#### Termination of the FPA

In case of repeated deviations and inability to implement remedial measures to comply with the pre-defined deadlines, EFSA reserves the right to terminate the Specific Agreement and the Framework Partnership Agreement.



## 1.5 ELIGIBLE ORGANISATIONS

In order to achieve the main objective of the call, the proposal can be submitted by **one eligible organisation or by a consortium of eligible organisations**. In case of a consortium, one of the partners must be identified in the proposal as the consortium leader. The applicant is responsible for identifying consortium partners.

To be eligible, the applicant and in case of a consortium the partner/s must be on the list of competent organisations designated by the Member States in accordance with Article 36 of Regulation (EC) 178/2002 and Commission Regulation (EC) 2230/2004. This list is regularly updated by EFSA Management Board. You may consult the list on EFSA's website at <http://www.efsa.europa.eu/en/networks/art36.htm>.

An applicant interested in joining the list should contact its national Focal Point, which will explain the procedure. Contact details of the Focal Points are available on the EFSA website [here](#).

## 1.6. ROLES AND RESPONSIBILITIES

For proper understanding of this Call it is important to have clarity on the terminology regarding involved organisations and their roles.

### A) Proposals submitted by consortium:

- **The Applicant** submits the proposal/grant application to EFSA on behalf of the consortium. The applicant is the leading entity of the consortium. There can be only one applicant in project proposal/grant application;
- **The Partner of the applicant** is the other entity in the consortium. There is no limit to number of partners of the applicant.

Applicant with its partners need to be art36 organisations.

Once the grant is awarded, the framework partnership agreement (FPA) is signed between EFSA and the applicant. Partner/s of applicant do not sign the FPA directly but instead sign a mandate (template provided by EFSA) to authorise the applicant to sign the FPA, any future amendments of FPA, and specific agreements on their behalf.

As soon as the FPA is signed, the applicant becomes the Coordinator and partner/s become co-beneficiary/ies. The coordinator and co-beneficiary/ies are referred to together as the beneficiaries. The beneficiaries are jointly and severally liable for the technical implementation of the project/tasks as described in the proposal / the call which becomes annex 1 of the FPA. If a beneficiary fails to implement its part of the project/tasks, the other beneficiaries become responsible for implementing that part.

**The coordinator** has the following important roles:

- Takes part in implementing the project/tasks;
- Monitors the action/task is implemented properly;
- Acts as intermediary for communication between the consortium and EFSA;



- Receives and answers all claims EFSA might have in relation to implementation of the project/tasks;
- Requests and reviews any documents or information required by EFSA and verifies their completeness and correctness before passing them to EFSA;
- Informs EFSA and its partner/s of any event that is likely to substantially affect implementation of the project/tasks;
- Submits the deliverables and reports to EFSA;
- Requests and receives payments from EFSA and distributes the funds to its partner/s without unjustified delays;

The coordinator may not delegate the above-mentioned tasks to the co-beneficiary/ies.

**The co-beneficiary/ies:**

- Take part in implementing the project/tasks;
- Forward to the coordinator the data needed to draw up reports, financial statements and other documents required under the FPA;
- Inform the coordinator of any event or circumstances likely to substantially affect or delay the implementation of the project/tasks.

**B) Proposals submitted by a sole applicant:**

- **The Applicant** submits the proposal/grant application to EFSA. There can be only one applicant in the proposal/grant application.

As soon as the FPA is signed, the applicant becomes the beneficiary. The beneficiary is liable for the technical implementation of the project/tasks as described in the proposal/the call which becomes annex 1 of the FPA.

**The beneficiary:**

- Takes part in implementing the project/tasks;
- Monitors the action/task is implemented properly;
- Communicates with EFSA;
- Receives and answers all claims EFSA might have in relation to the implementation of the project/tasks;
- Requests and reviews any documents or information required by EFSA and verifies their completeness and correctness before passing them to EFSA;
- Informs EFSA of any event that is likely to substantially affect the implementation of the project/tasks;
- Submits the deliverables and reports to EFSA;
- Requests and receives payments from EFSA;

**1.7. POSSIBILITY OF SUBCONTRACTING**

**Subcontracting is not permitted.**

**1.8 PAYMENTS**



Payments to the grant beneficiary will be made for each specific agreement in accordance with the terms of the draft FPA published. In summary the following payments modalities are foreseen:

**Pre-financing payment**, upon the entry into force of each specific agreement under the FPA, without need for payment request, a pre-financing payment of between 10% - 30% of the specific agreement amount; the aim of the pre-financing is to provide the beneficiaries with a float; it remains the property of the EU until the payment of the balance. The exact percentage amount of pre-financing will be determined at the time of specific agreement signature;

**Interim payment**, depending on the duration of the specific agreement, if foreseen in the specific agreement. The interim payment is based on a request for interim payment, maximum 50% of the specific agreement amount (including the pre-financing payment); interim payment is subject to the approval by EFSA of the technical report, it is based on the actual number of tasks delivered;

**Final payment** (payment of the balance), the amount due as the balance payment is calculated by EFSA by deducting from the specific agreement amount the total amount of pre-financing and interim payments already made; payment is subject to the approval of the final technical report by EFSA, it is based on the actual number of tasks delivered and takes into account any reduction in payment due to penalties;

## 1.9 GRANT PRINCIPLES

**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 financial support provided by EFSA under this Call is a grant governed by the EU Financial Regulation referred to in part 1.1. Accordingly, the grant awarded following this Call must comply with certain grant principles established in the EU Financial Regulation, specifically:

- **Non-retroactivity:** A grant may be awarded for a project which has already begun only where the applicant can demonstrate in the grant application the need to start the action before the grant agreement is signed. In accordance with Article 193 of the Financial Regulation. The tasks entrusted by EFSA should not be performed before the signature of the FPA and Specific Agreement.

Article 180(3) of the EU Financial Regulation specifically states that the **following grant principles are NOT applicable where the grant takes the form of financing not linked to the costs** pursuant to article 125(1)(a):

- **Co-financing:** In accordance with Article 190 of the Financial Regulation, grants shall involve co-financing.
- **No-profit:** In accordance with Article 192(3)(d) of the Financial Regulation, grants shall not have the purpose or effect of producing a profit within the framework of the project for the applicant or partner.



- **Non-cumulative:** In accordance with Article 191(3) of the Financial Regulation, in no circumstances shall the same costs be financed twice from the EU budget.

## 1.10 PUBLICITY

According to Article 38 of the EU Financial Regulation EFSA is bound to publish information on recipients of its grants at its website. Such publication shall take place no later than 30 June of the year following the financial year in which the grants were awarded and shall cover these data of the beneficiaries:

- name of the beneficiary,
- address of the beneficiary,
- subject of the grant,
- amount awarded.

## 1.11 PROTECTION OF PERSONAL DATA IN RELATION TO GRANT PROCEDURES

### Processing of personal data by EFSA

Information on the processing of personal data by EFSA in the context of this grant procedure is available in the [Privacy Statement](#) on the EFSA website as well as in Article II.7 of the draft grant agreement. Any personal data included in the Agreement must be processed by EFSA in accordance with Regulation (EU) No 2018/1725.<sup>11</sup>

Applicants should note that personal data as applicant or selected beneficiary may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 136 of the Financial Regulation. For more information see the Privacy Statement on: [http://ec.europa.eu/budget/explained/management/protecting/protect\\_en.cfm#BDCE](http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm#BDCE)).

### Processing of personal data by the beneficiary

In case the implementation of activities under this FPA or subsequent specific agreements entails the processing of personal data, the beneficiary shall comply with the relevant rules in Article II.7.2 of the Grant Agreement (Annex 1) as a data processor of EFSA.

## 1.12 PUBLIC ACCESS TO DOCUMENTS

In the general implementation of its activities and for the processing of grant procedures in particular, EFSA observes Regulation (EC) N° 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

---

<sup>11</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC



## 2. SELECTING PROPOSALS

**The Evaluation Committee** established by EFSA specifically for this call will evaluate the submitted proposals in five steps:

1. Verification of submission requirements (2.1)
2. Eligibility criteria (2.2)
3. Exclusion criteria (2.3)
4. Selection criteria (2.4)
5. Award criteria (2.5)

If the proposal fails at any step, it is automatically excluded from further evaluation. EFSA may contact the applicant during the evaluation process if there is a need to clarify certain aspects or for the correction of clerical mistakes.

### 2.1 VERIFICATION OF SUBMISSION REQUIREMENTS

The following will be verified:

- proposal was submitted within the deadline for submission of proposals;
- proposal is submitted on the EFSA application form (Annex 2);
- proposal is duly signed by the authorised representative of the applicant;
- proposal is complete and includes all the supporting documents.

### 2.2 ELIGIBILITY CRITERIA

The following will be verified:

- At the day of deadline for submission of proposals, the applicant and in case of consortium also its partner/s are on the list of competent organisations designated by the Member States in accordance with Art 36 of Regulation (EC) 178/2002 and Commission Regulation (EC) 2230/2004;
- Applicant and in case of consortium also its partner/s are involved in the execution of the project;
- The applicant is to be involved with its own staff in the execution of the entrusted task, with no subcontracting foreseen

#### **Documents to be provided:**

- **LEGAL ENTITY FORM (Annex 3)** ([download template here](#))  
to be completed and signed by the applicant and in case of consortium also by its partner/s. For a public body the legal entity form should be provided together with a copy of the resolution or decision establishing the public body, or other official document establishing that public body. For a private body an extract from the official journal, copy of articles of association, extract of trade or association register, certificate of liability to VAT (if, as in certain countries, the trade register number and VAT number are identical only one of these documents is required).
- **FINANCIAL IDENTIFICATION FORM (Annex 4)** ([download template here](#))





to be completed only by the applicant and in case of consortium only by the coordinator.

There is no need to submit these forms if they have already been submitted under another EFSA procurement or grant procedure and provided that these forms are still valid. In this case simply indicate in the application form the reference of the call under which the form/s were submitted to EFSA.

**Only applicable if the applicant is a consortium:**

- **PARTNERSHIP STATEMENT:**  
The applicant and partner/s must provide EFSA with a signed statement indicating their involvement. No template is provided by EFSA.

### 2.3 EXCLUSION CRITERIA

The applicant and partner/s must sign a declaration on their honour certifying they are not in one of the exclusion situations referred to in the Articles 136 of EU Financial Regulation.

**Documents to be provided:**

- **THE DECLARATION ON HONOUR FOR EXCLUSION CRITERIA (Annex 5):** template is published with this Call; to be completed/signed individually by the applicant and in case of consortium by each partner.

### 2.4 SELECTION CRITERIA

The purpose of the selection criteria is to verify the financial and operational capacity of the applicant and in case of consortium also of its partner/s.

**Financial capacity:**

The applicant and in case of consortium also its partner/s must have stable and sufficient financial resources to:

- maintain their activity throughout the period during which the project is being carried out, and
- participate in its funding.

**Operational capacity:**

The applicant or the organization must have the professional resources, competencies and qualifications necessary to complete the proposed project:

**Requirement 1:**

The applicant must have expertise in all of the 3 areas of expertise listed in the table below and provide the respective evidence as indicated.



**NOTE:** The applicant is requested to consult the EFSA administrative and scientific guidance documents<sup>12</sup> for the specific requirements of the relevant area(s) of expertise (e.g. regulatory and procedural aspects, type of studies requested for a technical dossier) and provide evidence of its expertise accordingly.

	<b>Scientific and technical areas of expertise*</b>	<b>Evidence to be provided</b>
a	Novel Food	<ul style="list-style-type: none"> <li>- At least 2 expert in each of the three areas of expertise** as evidence that you possess the required capacity in the field applied for. The expert(s) must have at least 4 years of post-graduate work experience in that area and fulfil the English language requirement specified below. CVs of the proposed experts should be provided.</li> <li>- For each area of expertise, evidence - with at least one main activity/project performed in the past 5 years - that you possess, as organisation, the required capacity in the area applied for. This can be proven with details on/references to reports/publications/projects/etc. (PDF or hyperlink to the document) by the organisation in the course of the past 5 years.</li> </ul>
b	Nutrition	
c	Food improvement agents	

\*The area(s) of expertise for Requirement 1 shall be clearly specified in the CV and in the list of relevant activities performed by the organisation.

\*\*please note that one expert can cover more than one area providing the demonstration of expertise in each single area

### **Requirement 2:**

Mastering English language. All experts proposed to work on EFSA assignments under this call for proposals need to have a very good level of spoken and written English. For non-native speakers, this should be evidenced by either

- certificate of English proving at least a B2 level.
- at least three years of experience in projects where English is the working language
- at least one year of work/study in an English speaking environment;

This requirement is inferred from the information included in the CVs of the proposed experts.

#### **Documents to be provided by the applicant:**

- **DECLARATION ON HONOUR ON SELECTION CRITERIA (Annex 6);**
- **SIMPLIFIED FINANCIAL STATEMENT (Annex 7)**

<sup>12</sup> Novel food : <https://www.efsa.europa.eu/en/applications/novel-food-traditional-food/regulationsandguidance>

Nutrition: <https://www.efsa.europa.eu/en/applications/nutrition/regulationsandguidance>

Food Improvement Agents : <https://www.efsa.europa.eu/en/applications/food-improvement-agents/regulationsandguidance>



only required for private bodies if the grant requested from EFSA is >60.000 €. The template published with the Call should be completed for at least the last two closed financial years;

- **INSTITUTIONAL AND INDIVIDUALS DECLARATION OF INTERESTS**

Template available [here](#). EFSA will request **Institutional** DoI only from the awarded beneficiary, prior to the signature of FPA. EFSA will request **Individual** DoI only from the awarded beneficiary, prior to the signature of each specific grant agreement. The requirement to submit institutional DOIs will be specified in the event of proposal for grant award in the award letter and they will have to be provided and assessed by the EFSA authorising officer before FPA signature. **Institutional and Individual DoIs do not need to be provided with your proposal.** In case of a consortium, such declarations will need to be completed separately and submitted for each partner (institutional DoIs) and for each individual member of the project team (individual DoIs) coming from consortium partners.

Please refer to [EFSA's policy on independence](#) and the [Decision of the Executive Director on Competing Interest Management](#) for more detailed information.

- **Letter of commitment (if applicable):** applicable only when another public body financially contributes to the project (body other than EFSA or the applicant); to be signed by the contributing public body; it serves to confirm its commitment to financially contribute to the project; no template is provided by EFSA

## 2.5 AWARD CRITERIA

The award criteria serve to assess the quality of the proposals in relation to the objectives of the Call. The following award criteria are applicable in this call:

### **AWARD CRITERIA 1) Area of expertise (Max. 60 points, pass-mark 30 points).**

For each area of expertise (a to c) describe the resources, both in terms of quantity (number of proposed experts), and quality (years of experience, quality of experience) that you have available for tasks to be entrusted from EFSA, and how you intend to make it quickly (in terms of days) available after the query is assigned by EFSA. Provide also a list of activities, publications and/or reports performed in the past 5 years considered relevant for the EFSA assignment in the area.

- Area of expertise a) Novel food **(max. 20 points)**
- Area of expertise b) Nutrition **(max. 20 points)**
- Areas of expertise c) Food improvement agents **(max. 20 points)**

### **AWARD CRITERIA 2) Coordination, quality of deliverables and business continuity (Max. 40 points, pass-mark 20 points)**

- Describe how the assigned task is to be distributed among experts, how it is coordinated and how you will ensure the quality control of the executed work/deliverables. Please describe also the interactions and possible synergies across experts in the different areas. **(max. 20 points)**
- Describe how you will guarantee that the experts will be available at the time of need during implementation of the assignments, how you will guarantee business continuity, and which measures you will take in the case there will be changes to the proposed pool of experts. In



particular, explain how the newly assigned experts will guarantee the same level of quality of expertise throughout the implementation of the assignments. **(max. 20 points)**

The sum of all quality award criteria gives a maximum possible total of **100 points**. Proposals must score a **minimum of 50% for award criteria 1 & 2** and a **minimum of 70 points overall** out of the maximum possible 100 points to pass the quality threshold.

The proposals which have satisfied the above indicated quality thresholds will be ranked according to the award criteria obtained in order to form the cascade of beneficiaries to whom an FPA will be awarded. The maximum number of FPAs that EFSA intends award in this call is three (3).

### **3. SUBMITTING PROPOSALS**

#### **3.1 APPLICATION FORM & CHECKLIST**

The proposal must be submitted using the **EFSA APPLICATION FORM (Annex 3)**. The application form is published together with this call. The application form must be:

- duly completed and
- supported with all the requested annexes;
- signed by a duly authorised legal representative of the applicant.

By submitting a proposal, the applicant and in case of consortium also partner/s accept/s the procedures and conditions described in this Call and in the documents referred to in it.

In addition to a full paper version of the application, the applicant must submit the application also on a CD or USB. The electronic version must be identical to the paper version. In case of any discrepancies between the electronic and paper version, the latter will prevail. All documents presented by the applicant become the property of EFSA and are deemed confidential.

#### **3.2 LANGUAGE OF THE PROPOSAL AND THE SUPPORTING DOCUMENTS**

Proposals may be submitted in any official language of the European Union. However, as EFSA`s working language is English, the submission of proposals in English would speed up the evaluation process.

Please note that some supporting documents are required. These supporting documents are an integral part of the proposal. For more information on the relevant supporting documents to be submitted, please refer to part 2 of this Call. If these supporting documents are in a language other than English, in order to facilitate and speed up the evaluation, it would be appreciated if a reliable translation of the relevant parts of the documents into English is provided with the proposal.

#### **3.3 SUBMISSION MODALITIES**

Proposals are to be submitted as indicated in the second page of this document in the Indicative procedure timetable.

If, after having read this Call for proposals and guide for applicants, you have any questions, you may address them to [EFSAProcurement@efsa.europa.eu](mailto:EFSAProcurement@efsa.europa.eu) by indicating the Call reference.



### **3.4 EXPECTED DURATION OF PROCEDURE**

In accordance with Article 194(2) of the Financial Regulation, the maximum time-limits for the procedure are as follows:

- All applicants will be informed of the decision regarding their application within 6 months of the deadline for submission of proposals;
- Signature of the grant agreement will take place within 3 months from the date the successful applicant/s has/have been informed of the decision on their application.



## ANNEX 8

### DECLARATION CONCERNING CONFIDENTIALITY AND PERSONAL DATA PROTECTION

I, the undersigned [*insert name/surname*], in my quality as employee of [*insert name of Grant Agreement beneficiary organisation*] and performing tasks for EFSA, in the context of Grant Agreement GP/EFSA/FDP/2022/01, **hereby declare** to be aware that under Article II.6 of the Grant Agreement signed between EFSA and my employer, there is an obligation to comply with strict confidentiality requirements, and **I hereby commit**:

1. To respect confidentiality of any information or document acquired in the context of my work at EFSA. The obligation to respect confidentiality in particular pertains to [*as needed, please insert a reference to sensitive activity(ies), appropriate to be specifically mentioned in this declaration*];
2. Not to divulge, publish or otherwise make available to any third party outside EFSA any information received from EFSA or acquired as a result of my work at EFSA, either during or after the completion of my assignment at EFSA, without the written prior consent of EFSA;
3. To process the information and documents received in a secure digital environment, in particular in accordance with the standards, rules and procedures in place at EFSA and shared in the frame of the execution of the grant agreement.
4. To respect the confidential nature of any opinions expressed by any person in the context of my work at EFSA, orally or in written form, including opinions of external experts, other grant beneficiaries and contractors;
5. Not to use or misuse any information acquired in the context of my work at EFSA for any other use than the one subject to this grant agreement and in particular for any personal benefit or that of any third party;
6. To be aware that there are legal consequences in case of violation of the confidentiality provisions hereby set out;
7. To carry out the duties and conduct myself with the interests of EFSA in mind. I shall execute the tasks entrusted, in accordance with EFSA procedures, regulations and standards shared with me in the performance of these tasks and shall comply with them objectively and impartially and independently.
8. That on completion of my work at EFSA all paperwork and other materials acquired in the context of my work at EFSA as well as copies of such are returned to EFSA;
9. That on completion of my work at EFSA I will delete all information from any computers, electronic media or similar devices on which I archived or programmed that information or data, in so far as deleting this data does not conflict with any legal requirements which my employer must observe.



As set out in article II.7 of the Grant Agreement signed between EFSA and my employer, EFSA adheres to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

**I hereby commit:**

10. That if I receive personal data in the context of my assignment at EFSA, I shall process these solely for the purpose for which these were transmitted to me;
11. That I shall act only on instruction of EFSA, in its capacity of controller with regard to any personal data processing in the context of my assignment with EFSA;
12. That I shall follow the specific instructions of EFSA in the case of transfer of personal data to any third party, therefore observing appropriate security safeguards to avoid unauthorised processing and disclosure.

I am aware **this undertaking is not limited in time** and I hereby certify that I have read all of the above clauses and that I am aware to be accountable for correct and responsible use of the data and data access systems.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**This signed declaration must be provided to EFSA for further processing, prior to the performance of tasks under the grant agreement.**

**EFSA reserves the right to update this declaration at any time during the implementation of the grant agreement and to request an updated signature from signatory.**