



EUROPEAN COMMISSION  
Research Executive Agency

Director



## **GRANT AGREEMENT**

### **NUMBER 845788 — PaintOdor**

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

**on the one part,**

the **Research Executive Agency (REA)** ('the Agency'), under the powers delegated by the European Commission ('the Commission'),

represented for the purposes of signature of this Agreement by Head of Unit, Research Executive Agency , Excellent Science, Marie Skłodowska-Curie Individual Fellowships: European, Jean-Bernard VEYRET,

**and**

**on the other part,**

'the beneficiary':

**UNIVERSITE LUMIERE LYON 2 (LYON2)**, established in 86 RUE PASTEUR, LYON 69365, France, VAT number: FR82196917751, represented for the purposes of signing the Agreement by President of the "Université Lumière Lyon 2", Nathalie DOMPNIER.

The parties referred to above have agreed to enter into the Agreement under the terms and conditions below.

By signing the Agreement, the beneficiary accepts the grant and agrees to implement it under its responsibility and in accordance with the Agreement, with all the obligations and conditions it sets out.

The Agreement is composed of:

Terms and Conditions

Annex 1	Description of the action
Annex 2	Estimated budget for the action
	2a Additional information on the estimated budget
Annex 3	Accession Forms
Annex 4	Model for the financial statements
Annex 5	Not applicable
Annex 6	Not applicable

# TERMS AND CONDITIONS

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## **CHAPTER 1 GENERAL**

### **ARTICLE 1 — SUBJECT OF THE AGREEMENT**

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

## **CHAPTER 2 ACTION**

### **ARTICLE 2 — ACTION TO BE IMPLEMENTED**

The grant is awarded for the action entitled **“Intoxicated by turpentine”: An Olfactory History of Painting (1750-1939) — PaintOdor’** (‘action’), as described in Annex 1.

### **ARTICLE 3 — DURATION AND STARTING DATE OF THE ACTION**

The duration of the action will be **24 months** as of the effective starting date notified by the beneficiary, which must be within 12 months from the date the Agreement enters into force (‘starting date of the action’).

### **ARTICLE 4 — ESTIMATED BUDGET AND BUDGET TRANSFERS**

#### **4.1 Estimated budget**

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

It contains the estimated eligible costs and the forms of costs, broken down by beneficiary, budget category (see Articles 5, 6)

#### **4.2 Budget transfers**

Not applicable

## **CHAPTER 3 GRANT**

### **ARTICLE 5 — GRANT AMOUNT, FORM OF GRANT, REIMBURSEMENT RATES AND FORMS OF COSTS**

#### **5.1 Maximum grant amount**

The ‘**maximum grant amount**’ is **EUR 196 707.84** (one hundred and ninety six thousand seven hundred and seven EURO and eighty four eurocents).

#### **5.2 Form of grant, reimbursement rate and form of costs**

The grant reimburses **100 %** of the action’s eligible costs (see Article 6) (‘**reimbursement of eligible costs grant**’) (see Annex 2).

The estimated eligible costs of the action are EUR **196 707.84** (one hundred and ninety six thousand seven hundred and seven EURO and eighty four eurocents) .

Eligible costs (see Article 6) must be declared under the following forms ('**form of costs**')

- (a) for **costs for the recruited researcher** (living, mobility and family allowances): on the basis of the amount(s) per unit set out in Annex 2 ('**unit costs**') and
- (b) for **institutional costs** (research, training and networking costs and management and indirect costs): on the basis of the amount per unit set out in Annex 2 (**unit costs**).

### 5.3 Final grant amount — Calculation

The '**final grant amount**' depends on the actual extent to which the action is implemented in accordance with the Agreement's terms and conditions.

This **amount** is calculated by the Agency — when the payment of the balance is made (see Article 21.4) — in the following steps:

Step 1 – Application of the reimbursement rate to the eligible costs

Step 2 – Limit to the maximum grant amount

Step 3 – Reduction due to substantial errors, irregularities or fraud or serious breach of obligations

#### 5.3.1 Step 1 — Application of the reimbursement rate to the eligible costs

The reimbursement rate (see Article 5.2) is applied to the eligible costs (unit costs; see Article 6) declared by the beneficiary and approved by the Agency (see Article 21).

#### 5.3.2 Step 2 — Limit to the maximum grant amount

If the amount obtained following Step 1 is higher than the maximum grant amount set out in Article 5.1, it will be limited to the latter.

#### 5.3.3 Step 3 — Reduction due to substantial errors, irregularities or fraud or serious breach of obligations — Reduced grant amount — Calculation

If the grant is reduced (see Article 43), the Agency will calculate the reduced maximum grant amount by deducting the amount of the reduction (calculated in proportion to the seriousness of the errors, irregularities or fraud or breach of obligations, in accordance with Article 43.2) from the grant amount set out in Article 5.1.

The final grant amount will be the lower of the following two:

- the amount obtained following Steps 1 and 2 or
- the reduced grant amount following Step 3.

### 5.4 Revised final grant amount — Calculation

If — after the payment of the balance (in particular, after checks, reviews, audits or investigations;

see Article 22) — the Agency rejects costs (see Article 42) or reduces the grant (see Article 43), it will calculate the ‘**revised final grant amount**’.

This amount is calculated by the Agency on the basis of the findings, as follows:

- in case of **rejection of costs**: by applying the reimbursement rate to the revised eligible costs approved by the Agency;
- in case of **reduction of the grant**: in proportion to the seriousness of the errors, irregularities or fraud or breach of obligations (see Article 43.2).

In case of **rejection of costs and reduction of the grant**, the revised final grant amount will be the lower of the two amounts above.

## ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS

### 6.1 General conditions for costs to be eligible

Unit costs are eligible (‘**eligible costs**’) if:

(a) they are calculated as follows:

{amounts per unit set out in Annex 2  
multiplied by  
the number of actual units}.

(b) the number of actual units complies with the following:

- the units must be actually used or produced in the period set out in Article 3;
- the units must be necessary for implementing the action or produced by it, and
- the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 18).

### 6.2 Specific conditions for costs to be eligible

Costs are eligible, if they comply with the general conditions (see above) and the specific conditions set out below for each of the following two budget categories:

**A. Costs for the recruited researcher** (A.1 Living allowance, A.2 Mobility allowance and A.3 Family allowance) are eligible, if:

(a) the number of units declared:

- (i) corresponds to the actual number of months spent by the recruited researcher on the research training activities and
- (ii) does not exceed 24 months;

(b) the recruited researcher complies with the following conditions:

- (i) be recruited by the beneficiary under an **employment contract** (or other direct contract with equivalent benefits, including social security coverage) or — if not otherwise possible under national law — under a fixed amount fellowship agreement with minimum social security coverage, including periods of secondment to partner organisations.
  - (ii) be employed full-time, unless the Agency has approved a part-time employment for professional, personal or family reasons (see Article 55), and
  - (iii) be working exclusively for the action.
- (c) the costs have been fully incurred for the benefit of the recruited researcher.

This latter condition is met if:

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

plus

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

plus

**total family costs** for the researcher during the action}

divided by

the number of actual units}.

is equal to or higher than the following amount:

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

plus

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

plus

if it is due, amount per unit cost set out in Annex 2 as family allowance}.

**B. Institutional costs** (B.1 Research, training and networking costs and B.2 Management and indirect costs) are eligible if the costs for the recruited researcher (living allowance, mobility allowance, family allowance; see above) are eligible.

### 6.3 Ineligible costs

‘Ineligible costs’ are:

- (a) costs that do not comply with the conditions set out above (in Article 6.1), in particular costs incurred during suspension of the action implementation (see Article 49);
- (b) costs declared under another EU or Euratom grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the

Agency for the purpose of implementing the EU or Euratom budget), in particular, indirect costs if the beneficiary is already receiving an operating grant financed by the EU or Euratom budget in the same period, unless it can demonstrate that the operating grant does not cover any costs of the action.

#### **6.4 Consequences of declaration of ineligible costs**

Declared costs that are ineligible will be rejected (see Article 42).

This may also lead to any of the other measures described in Chapter 6.

### **CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **SECTION 1 RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE ACTION**

##### **ARTICLE 7 — GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE ACTION**

###### **7.1 General obligation to properly implement the action**

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

###### **7.2 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

##### **ARTICLE 8 — RESOURCES TO IMPLEMENT THE ACTION — THIRD PARTIES INVOLVED IN THE ACTION**

The beneficiary must have the appropriate resources to implement the action.

If it is necessary to implement the action, the beneficiary may:

- call upon entities with a capital or legal link to the beneficiary<sup>1</sup>, to implement certain action tasks described in Annex 1 (i.e. hosting and training of the researcher);
- call upon partner organisations to implement certain action tasks described in Annex 1 (i.e. hosting and training the researcher during a secondment).

In this case, the beneficiary retains sole responsibility towards the Agency for implementing the action.

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<sup>1</sup> 'Entities with a capital or legal link' are entities that have a link with the beneficiary, in particular, a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation.

## **ARTICLE 9 — IMPLEMENTATION OF ACTION TASKS BY BENEFICIARIES NOT RECEIVING EU FUNDING**

Not applicable

## **ARTICLE 10 — PURCHASE OF GOODS, WORKS OR SERVICES**

Not applicable

## **ARTICLE 11 — USE OF IN-KIND CONTRIBUTIONS PROVIDED BY THIRD PARTIES AGAINST PAYMENT**

Not applicable

## **ARTICLE 12 — USE OF IN-KIND CONTRIBUTIONS PROVIDED BY THIRD PARTIES FREE OF CHARGE**

Not applicable

## **ARTICLE 13 — IMPLEMENTATION OF ACTION TASKS BY SUBCONTRACTORS**

Not applicable

## **ARTICLE 14 — IMPLEMENTATION OF ACTION TASKS BY LINKED THIRD PARTIES**

Not applicable

## **ARTICLE 15 — FINANCIAL SUPPORT TO THIRD PARTIES**

Not applicable

## **ARTICLE 16 — PROVISION OF TRANS-NATIONAL OR VIRTUAL ACCESS TO RESEARCH INFRASTRUCTURE**

Not applicable

## **SECTION 2 RIGHTS AND OBLIGATIONS RELATED TO THE GRANT ADMINISTRATION**

### **ARTICLE 17 — GENERAL OBLIGATION TO INFORM**

#### **17.1 General obligation to provide information upon request**

The beneficiary must provide — during implementation of the action or afterwards — any information requested in order to verify eligibility of the costs, proper implementation of the action and compliance with any other obligation under the Agreement.

#### **17.2 Obligation to keep information up to date and to inform about events and circumstances likely to affect the Agreement**

The beneficiary must keep information stored in the Participant Portal Beneficiary Register (via the electronic exchange system; see Article 52) up to date, in particular, its name, address, legal representatives, legal form and organisation type.

The beneficiary must immediately inform the Agency of any of the following:

- (a) **events** which are likely to affect significantly or delay the implementation of the action or the EU's financial interests, in particular:
  - (i) changes in its legal, financial, technical, organisational or ownership situation (or those of an entity with a capital or legal link);
  - (ii) changes in the name, address, legal form or organisation type of an entity with a capital or legal link;
- (b) **circumstances** affecting:
  - (i) the decision to award the grant or
  - (ii) compliance with requirements under the Agreement.

### 17.3 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

## ARTICLE 18 — KEEPING RECORDS — SUPPORTING DOCUMENTATION

### 18.1 Obligation to keep records and other supporting documentation

The beneficiary must — for a period of five years after the payment of the balance — keep records and other supporting documentation in order to prove the proper implementation of the action and the costs it declares as eligible.

It must make them available upon request (see Article 17) or in the context of checks, reviews, audits or investigations (see Article 22).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Articles 22), the beneficiary must keep the records and other supporting documentation until the end of these procedures.

The beneficiary must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The Agency may accept non-original documents if it considers that they offer a comparable level of assurance.

#### 18.1.1 Records and other supporting documentation on the scientific and technical implementation

The beneficiary must keep records and other supporting documentation on scientific and technical implementation of the action in line with the accepted standards in the respective field.



### **18.1.2 Records and other documentation to support the costs declared**

The beneficiary must keep adequate records and other supporting documentation to prove the number of units declared and that the costs for the recruited researcher (living allowance, mobility allowance, family allowance) have been fully incurred for the benefit of the researcher.

### **18.2 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, costs insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 42), and the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 19 — SUBMISSION OF DELIVERABLES**

### **19.1 Obligation to submit deliverables**

The beneficiary must submit the ‘**deliverables**’ identified in Annex 1, in accordance with the timing and conditions set out in it.

### **19.2 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the Agency may apply any of the measures described in Chapter 6.

## **ARTICLE 20 — REPORTING — PAYMENT REQUESTS**

### **20.1 Obligation to submit reports**

The beneficiary must submit to the Agency (see Article 52) the report(s) set out in this Article. They include the requests for payment and must be drawn up using the forms and templates provided in the electronic exchange system (see Article 52).

### **20.2 Reporting periods**

The action is divided into the following ‘**reporting periods**’:

- RP1: from month 1 to month 24

### **20.3 Periodic reports — Requests for interim payments**

Not applicable

### **20.4 Final report — Request for payment of the balance**

The beneficiary must — within 60 days following the end of the reporting period — submit a final report to the Agency.

The **final report** must include the following:

(a) a **‘final technical report’** containing:

- (i) an **overview of the results** towards the objectives of the action, including milestones and deliverables identified in Annex 1.

This report must include explanations justifying the differences between work expected to be carried out in accordance with Annex 1 and that actually carried out.

The report must also detail the exploitation and dissemination of the results.

The report must indicate the communication activities.

- (ii) a **summary** for publication by the Agency;

- (iii) the answers to the **‘questionnaire’**, covering issues related to the action implementation and the economic and societal impact, notably in the context of the Horizon 2020 key performance indicators and the Horizon 2020 monitoring requirements;

(b) a **‘final financial report’** containing a **‘financial statement’** (see Annex 4) which includes the **request for payment of the balance**.

The financial statement must detail the eligible costs (see Article 6) for each budget category (see Annex 2).

The beneficiary must declare all eligible costs, even if they exceed the amounts indicated in the estimated budget (see Annex 2). Amounts which are not declared in the financial statement will not be taken into account by the Agency.

The beneficiary must certify that:

- the information provided is full, reliable and true;
- the costs declared are eligible (see Article 6), and
- the costs can be substantiated by adequate records and supporting documentation (see Article 18) that will be produced upon request (see Article 17) or in the context of checks, reviews, audits and investigations (see Article 22).

## 20.5 Information on cumulative expenditure incurred

Not applicable

## 20.6 Currency for financial statements

Financial statements must be drafted in euro.

## 20.7 Language of reports

The report(s) (including financial statements) must be submitted in the language of the Agreement.

## 20.8 Consequences of non-compliance

If the report(s) submitted do not comply with this Article, the Agency may suspend the payment deadline (see Article 47) and apply any of the other measures described in Chapter 6.

If the beneficiary breaches its obligation to submit the report(s) and if it fails to comply with this obligation within 30 days following a written reminder sent by the Agency, it may terminate the Agreement or apply any of the other measures described in Chapter 6.

## ARTICLE 21 — PAYMENTS AND PAYMENT ARRANGEMENTS

### 21.1 Payments to be made

The following payments will be made to the beneficiary:

- one **pre-financing payment**;
- one or more **interim payments**, on the basis of the request(s) for interim payment (see Article 20), and
- one **payment of the balance**, on the basis of the request for payment of the balance (see Article 20).

### 21.2 Pre-financing payment — Amount — Amount retained for the Guarantee Fund

The aim of the pre-financing is to provide the beneficiary with a float.

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

The amount of the pre-financing payment will be EUR **137 695.49** (one hundred and thirty seven thousand six hundred and ninety five EURO and forty nine eurocents).

The Agency will — except if Article 48 applies — make the pre-financing payment to the beneficiary within 30 days, either from the entry into force of the Agreement (see Article 58) or from 10 days before the starting date of the action (see Article 3), whichever is the latest.

An amount of EUR **9 835.39** (nine thousand eight hundred and thirty five EURO and thirty nine eurocents), corresponding to 5% of the maximum grant amount (see Article 5.1), is retained by the Agency from the pre-financing payment and transferred into the '**Guarantee Fund**'.

### 21.3 Interim payments — Amount — Calculation

Interim payments reimburse the eligible costs incurred for the implementation of the action during the corresponding reporting periods.

The Agency will pay to the beneficiary the amount due as interim payment within 90 days from receiving the periodic report (see Article 20.3), except if Articles 47 or 48 apply.

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

The **amount due as interim payment** is calculated by the Agency in the following steps:

Step 1 — Application of the reimbursement rates

## Step 2 — Limit to 90% of the maximum grant amount

### 21.3.1 Step 1 — Application of the reimbursement rates

The reimbursement rate(s) (see Article 5.2) are applied to the eligible costs (actual costs, unit costs and flat-rate costs; see Article 6) declared by the beneficiary (see Article 20) and approved by the Agency (see above) for the concerned reporting period.

### 21.3.2 Step 2 — Limit to 90% of the maximum grant amount

The total amount of pre-financing and interim payments must not exceed 90% of the maximum grant amount set out in Article 5.1. The maximum amount for the interim payment will be calculated as follows:

{90% of the maximum grant amount (see Article 5.1)

minus

{pre-financing and previous interim payments}}.

## 21.4 Payment of the balance — Amount — Calculation — Release of the amount retained for the Guarantee Fund

The payment of the balance reimburses the remaining part of the eligible costs incurred by the beneficiary for the implementation of the action.

If the total amount of earlier payments is greater than the final grant amount (see Article 5.3), the payment of the balance takes the form of a recovery (see Article 44).

If the total amount of earlier payments is lower than the final grant amount, the Agency will pay the balance within 90 days from receiving the final report (see Article 20.4), except if Articles 47 or 48 apply.

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

The **amount due as the balance** is calculated by the Agency by deducting the total amount of pre-financing and interim payments (if any) already made, from the final grant amount determined in accordance with Article 5.3:

{final grant amount (see Article 5.3)

minus

{pre-financing and interim payments (if any) made}}.

At the payment of the balance, the amount retained for the Guarantee Fund (see above) will be released and:

- if the balance is positive: the amount released will be paid in full to the beneficiary together with the amount due as the balance;
- if the balance is negative (payment of the balance taking the form of recovery): it will be deducted from the amount released (see Article 44.1.2). If the resulting amount:

- is positive, it will be paid to the beneficiary
- is negative, it will be recovered.

The amount to be paid may however be offset — without the beneficiary's consent — against any other amount owed by beneficiary to the Agency, the Commission or another executive agency (under the EU or Euratom budget), up to the maximum EU contribution indicated, for the beneficiary, in the estimated budget (see Annex 2).

### **21.5 Notification of amounts due**

When making payments, the Agency will formally notify to the beneficiary the amount due, specifying whether it concerns an interim payment or the payment of the balance.

For the payment of the balance, the notification will also specify the final grant amount.

In the case of reduction of the grant or recovery of undue amounts, the notification will be preceded by the contradictory procedure set out in Articles 43 and 44.

### **21.6 Currency for payments**

The Agency will make all payments in euro.

### **21.7 Payments to the beneficiary**

Payments will be made to the beneficiary.

Payments will discharge the Agency from its payment obligation.

### **21.8 Bank account for payments**

All payments will be made to the following bank account:

Name of bank: TRESOR PUBLIC

Full name of the account holder: UNIVERSITE LUMIERE LYON 2 AGENCECOMPTABLE

IBAN code: FR7610071690000000100433266

### **21.9 Costs of payment transfers**

The cost of the payment transfers is borne as follows:

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

### **21.10 Date of payment**

Payments by the Agency are considered to have been carried out on the date when they are debited to its account.

## 21.11 Consequences of non-compliance

21.11.1 If the Agency does not pay within the payment deadlines (see above), the beneficiary is entitled to **late-payment interest** at the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

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

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

Suspension of the payment deadline or payments (see Articles 47 and 48) will not be considered as late payment.

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

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

21.11.2 Not applicable

## ARTICLE 22 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

### 22.1 Checks, reviews and audits by the Agency and the Commission

#### 22.1.1 Right to carry out checks

The Agency or the Commission will — during the implementation of the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing deliverables and reports.

For this purpose the Agency or the Commission may be assisted by external persons or bodies.

The Agency or the Commission may also request additional information in accordance with Article 17.

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

#### 22.1.2 Right to carry out reviews

The Agency or the Commission may — during the implementation of the action or afterwards — carry out reviews on the proper implementation of the action (including assessment of deliverables and reports), compliance with the obligations under the Agreement and continued scientific or technological relevance of the action.

Reviews may be started up to two years after the payment of the balance. They will be formally notified to the beneficiary and will be considered to have started on the date of the formal notification.

The Agency or the Commission may carry out reviews directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the beneficiary of the identity of the external persons or bodies. It has the right to object to the appointment on grounds of commercial confidentiality.

The beneficiary must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources).

The beneficiary may be requested to participate in meetings, including with external experts.

For **on-the-spot** reviews, the beneficiary must allow access to its sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

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

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

The Agency or the Commission will formally notify the review report to the beneficiary, which has 30 days to formally notify observations (‘**contradictory review procedure**’).

Reviews (including review reports) are in the language of the Agreement.

### 22.1.3 Right to carry out audits

The Agency or the Commission may — during the implementation of the action or afterwards — carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Audits may be started up to two years after the payment of the balance. They will be formally notified to the beneficiary and will be considered to have started on the date of the formal notification.

The Agency or the Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the beneficiary of the identity of the external persons or bodies. It has the right to object to the appointment on grounds of commercial confidentiality.

The beneficiary must provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement.

For **on-the-spot** audits, the beneficiary must allow access to its sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

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

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

The Agency or the Commission will formally notify the draft audit report to the beneficiary, which has 30 days to formally notify observations (‘**contradictory audit procedure**’). This period may be extended by the Agency or the Commission in justified cases.



The ‘**final audit report**’ will take into account observations by the beneficiary. The report will be formally notified to it.

Audits (including audit reports) are in the language of the Agreement.

The Agency or the Commission may also access the beneficiary’ statutory records for the periodical assessment of unit costs or flat-rate amounts.

## **22.2 Investigations by the European Anti-Fraud Office (OLAF)**

Under Regulations No 883/2013<sup>2</sup> and No 2185/96<sup>3</sup> (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the action or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

## **22.3 Checks and audits by the European Court of Auditors (ECA)**

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 161 of the Financial Regulation No 966/2012<sup>4</sup>, the European Court of Auditors (ECA) may — at any moment during implementation of the action or afterwards — carry out audits.

The ECA has the right of access for the purpose of checks and audits.

## **22.4 Checks, reviews, audits and investigations for international organisations**

Not applicable

## **22.5 Consequences of findings in checks, reviews, audits and investigations — Extension of findings**

### **22.5.1 Findings in this grant**

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to the rejection of ineligible costs (see Article 42), reduction of the grant (see Article 43), recovery of undue amounts (see Article 44) or to any of the other measures described in Chapter 6.

Rejection of costs or reduction of the grant after the payment of the balance will lead to a revised final grant amount (see Article 5.4).

Findings in checks, reviews, audits or investigations may lead to a request for amendment for the modification of Annex 1 (see Article 55).

<sup>2</sup> Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18.09.2013, p. 1).

<sup>3</sup> Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996, p. 2).

<sup>4</sup> Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298, 26.10.2012, p. 1).



Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may also lead to consequences in other EU or Euratom grants awarded under similar conditions (**‘extension of findings from this grant to other grants’**).

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

### 22.5.2 Findings in other grants

The Agency or the Commission may extend findings from other grants to this grant (**‘extension of findings from other grants to this grant’**), if:

- (a) the beneficiary is found, in other EU or Euratom grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- (b) those findings are formally notified to the beneficiary — together with the list of grants affected by the findings — no later than two years after the payment of the balance of this grant.

The extension of findings may lead to the rejection of costs (see Article 42), reduction of the grant (see Article 43), recovery of undue amounts (see Article 44), suspension of payments (see Article 48), suspension of the action implementation (see Article 49) or termination (see Article 50).

### 22.5.3 Procedure

The Agency or the Commission will formally notify the beneficiary the systemic or recurrent errors and its intention to extend these audit findings, together with the list of grants affected.

22.5.3.1 If the findings concern **eligibility of costs**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings;
- (b) the request to submit **revised financial statements** for all grants affected;
- (c) the **correction rate for extrapolation** established by the Agency or the Commission on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected if the beneficiary:
  - (i) considers that the submission of revised financial statements is not possible or practicable or
  - (ii) does not submit revised financial statements.

The beneficiary has 90 days from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method**. This period may be extended by the Agency or the Commission in justified cases.

The Agency or the Commission may then start a rejection procedure in accordance with Article 42, on the basis of:

- the revised financial statements, if approved;
- the proposed alternative correction method, if accepted;

or

- the initially notified correction rate for extrapolation if it does not receive any observations or revised financial statements, does not accept the observations or the proposed alternative correction method or does not approve the revised financial statements.

If the Agency or the Commission accepts the alternative correction method proposed by the beneficiary, it will formally notify the application of the accepted alternative correction method.

22.5.3.2 If the findings concern **substantial errors, irregularities or fraud or serious breach of obligations**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and
- (b) the flat-rate the Agency or the Commission intends to apply according to the principle of proportionality.

The beneficiary has 90 days from receiving notification to submit observations or to propose a duly substantiated alternative flat-rate.

The Agency or the Commission may then start a reduction procedure in accordance with Article 43, on the basis of:

- the proposed alternative flat-rate, if accepted

or

- the initially notified flat-rate, if it does not receive any observations or does not accept the observations or the proposed alternative flat-rate.

## 22.6 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, any insufficiently substantiated costs will be ineligible (see Article 6) and will be rejected (see Article 42).

Such breaches may also lead to any of the other measures described in Chapter 6.

## ARTICLE 23 — EVALUATION OF THE IMPACT OF THE ACTION

### 23.1 Right to evaluate the impact of the action

The Agency or the Commission may carry out interim and final evaluations of the impact of the action measured against the objective of the EU programme.

Evaluations may be started during implementation of the action and up to five years after the payment of the balance. The evaluation is considered to start on the date of the formal notification to the beneficiary.

The Agency or the Commission may make these evaluations directly (using its own staff) or indirectly (using external bodies or persons it has authorised to do so).

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

## **23.2 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the Agency may apply the measures described in Chapter 6.

# **SECTION 3 RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND AND RESULTS**

## **SUBSECTION 1 GENERAL**

### **ARTICLE 23a — MANAGEMENT OF INTELLECTUAL PROPERTY**

#### **23a.1 Obligation to take measures to implement the Commission Recommendation on the management of intellectual property in knowledge transfer activities**

If the beneficiary is a university or other public research organisation it must take measures to implement the principles set out in Points 1 and 2 of the Code of Practice annexed to the Commission Recommendation on the management of intellectual property in knowledge transfer activities<sup>5</sup>.

This does not change the obligations set out in Subsections 2 and 3 of this Section.

The beneficiary must ensure that the researchers and the third parties mentioned in Annex 1 are aware of them.

#### **23a.2 Consequences of non-compliance**

If the beneficiary breaches its obligations under this Article, the Agency may apply any of the measures described in Chapter 6.

## **SUBSECTION 2 RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND**

### **ARTICLE 24 — AGREEMENT ON BACKGROUND**

#### **24.1 Agreement on background**

The beneficiary must identify (in writing) the background for the action.

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

- (a) is held by the beneficiary before its accession to the Agreement, and
- (b) is needed to implement the action or exploit the results.

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<sup>5</sup> Commission Recommendation C (2008) 1329 of 10.4.2008 on the management of intellectual property in knowledge transfer activities and the Code of Practice for universities and other public research institutions attached to this recommendation.

## **24.2 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 25 — ACCESS RIGHTS TO BACKGROUND**

### **25.1 Exercise of access rights — Waiving of access rights — No sub-licensing**

To exercise access rights, this must first be requested in writing (**‘request for access’**).

**‘Access rights’** means rights to use results or background under the terms and conditions laid down in this Agreement.

Waivers of access rights are not valid unless in writing.

Unless agreed otherwise, access rights do not include the right to sub-license.

### **25.2 Access rights for other beneficiaries, for implementing their own tasks under the action**

Not applicable

### **25.3 Access rights for other beneficiaries, for exploiting their own results**

Not applicable

### **25.4 Access rights for affiliated entities**

Not applicable

### **25.5 Access rights for the researcher**

The beneficiary must — on a royalty-free basis — give access to the recruited researcher to background necessary for their research training activities under the action.

### **25.6 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **SUBSECTION 3 RIGHTS AND OBLIGATIONS RELATED TO RESULTS**

## **ARTICLE 26 — OWNERSHIP OF RESULTS**

### **26.1 Ownership by the beneficiary that generates the results**

Results are owned by the beneficiary that generates them.

**‘Results’** means any (tangible or intangible) output of the action such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the action, as well as any rights attached to it, including intellectual property rights.

## 26.2 Joint ownership by several beneficiaries

Not applicable

## 26.3 Rights of third parties (including personnel)

If third parties (including personnel) may claim rights to the results, the beneficiary must ensure that it complies with its obligations under the Agreement.

If a third party generates results, the beneficiary must obtain all necessary rights (transfer, licences or other) from the third party, in order to be able to respect its obligations as if those results were generated by the beneficiary itself.

If obtaining the rights is impossible, the beneficiary must refrain from using the third party to generate the results.

## 26.4 Agency ownership, to protect results

26.4.1 The Agency may — with the consent of the beneficiary — assume ownership of results to protect them, if the beneficiary intends — up to four years after the period set out in Article 3 — to disseminate its results without protecting them, except in any of the following cases:

- (a) the lack of protection is because protecting the results is not possible, reasonable or justified (given the circumstances);
- (b) the lack of protection is because there is a lack of potential for commercial or industrial exploitation, or
- (c) the beneficiary intends to transfer the results to a third party established in an EU Member State or associated country<sup>6</sup>, which will protect them.

Before the results are disseminated and unless any of the cases above under Points (a), (b) or (c) applies, the beneficiary must formally notify the Agency and at the same time inform it of any reasons for refusing consent. The beneficiary may refuse consent only if it can show that its legitimate interests would suffer significant harm.

If the Agency decides to assume ownership, it will formally notify the beneficiary within 45 days of receiving notification.

No dissemination relating to these results may take place before the end of this period or, if the Agency takes a positive decision, until it has taken the necessary steps to protect the results.

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<sup>6</sup> For the definition, see 2.1(3) of Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for participation and dissemination in “Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)” (**‘Rules for Participation Regulation No 1290/2013’**) (OJ L 347, 20.12.2013 p.81): **‘associated country’** means a third country which is party to an international agreement with the Union, as identified in Article 7 of the H2020 Framework Programme Regulation No 1291/2013. Article 7 sets out the conditions for association of non-EU countries to Horizon 2020.

26.4.2 The Agency may — with the consent of the beneficiary — assume ownership of results to protect them, if the beneficiary intends — up to four years after the period set out in Article 3 — to stop protecting them or not to seek an extension of protection, except in any of the following cases:

- (a) the protection is stopped because of a lack of potential for commercial or industrial exploitation;
- (b) an extension would not be justified given the circumstances.

The beneficiary that intends to stop protecting results or not seek an extension must — unless any of the cases above under Points (a) or (b) applies — formally notify the Agency at least 60 days before the protection lapses or its extension is no longer possible and at the same time inform it of any reasons for refusing consent. The beneficiary may refuse consent only if it can show that its legitimate interests would suffer significant harm.

If the Agency decides to assume ownership, it will formally notify the beneficiary within 45 days of receiving notification.

## **26.5 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to the any of the other measures described in Chapter 6.

## **ARTICLE 27 — PROTECTION OF RESULTS — VISIBILITY OF EU FUNDING**

### **27.1 Obligation to protect the results**

The beneficiary must examine the possibility of protecting its results and must adequately protect them — for an appropriate period and with appropriate territorial coverage — if:

- (a) the results can reasonably be expected to be commercially or industrially exploited and
- (b) protecting them is possible, reasonable and justified (given the circumstances).

When deciding on protection, the beneficiary must consider its own legitimate interests.

### **27.2 Agency ownership, to protect the results**

If the beneficiary intends not to protect its results, to stop protecting them or not seek an extension of protection, the Agency may — under certain conditions (see Article 26.4) — assume ownership to ensure their (continued) protection.

### **27.3 Information on EU funding**

Applications for protection of results (including patent applications) filed by or on behalf of the beneficiary must — unless the Agency requests or agrees otherwise or unless it is impossible — include the following:

“The project leading to this application has received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 845788”.

## 27.4 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such a breach may also lead to any of the other measures described in Chapter 6.

## ARTICLE 28 — EXPLOITATION OF RESULTS

### 28.1 Obligation to exploit the results

The beneficiary must — up to four years after the period set out in Article 3 — take measures aiming to ensure ‘**exploitation**’ of its results (either directly or indirectly, in particular through transfer or licensing; see Article 30) by:

- (a) using them in further research activities (outside the action);
- (b) developing, creating or marketing a product or process;
- (c) creating and providing a service, or
- (d) using them in standardisation activities.

This does not change the security obligations in Article 37, which still apply.

### 28.2 Results that could contribute to European or international standards — Information on EU funding

If results are incorporated in a standard, the beneficiary must — unless the Agency requests or agrees otherwise or unless it is impossible — ask the standardisation body to include the following statement in (information related to) the standard:

“Results incorporated in this standard have received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 845788”.

### 28.3 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced in accordance with Article 43.

Such a breach may also lead to any of the other measures described in Chapter 6.

## ARTICLE 29 — DISSEMINATION OF RESULTS — OPEN ACCESS — VISIBILITY OF EU FUNDING

### 29.1 Obligation to disseminate results

Unless it goes against its legitimate interests, the beneficiary must — as soon as possible — ‘**disseminate**’ its results by disclosing them to the public by appropriate means (other than those resulting from protecting or exploiting the results), including in scientific publications (in any medium).

This does not change the obligation to protect results in Article 27, the confidentiality obligations in Article 36, the security obligations in Article 37 or the obligations to protect personal data in Article 39, all of which still apply.

If the beneficiary intends not to protect its results, it may — under certain conditions (see Article 26.4.1) — need to formally notify the Agency before dissemination takes place.

## 29.2 Open access to scientific publications

The beneficiary must ensure open access (free of charge online access for any user) to all peer-reviewed scientific publications relating to its results. In particular, it must:

- (a) as soon as possible and at the latest on publication, deposit a machine-readable electronic copy of the published version or final peer-reviewed manuscript accepted for publication in a repository for scientific publications.

Moreover, the beneficiary must aim to deposit at the same time the research data needed to validate the results presented in the deposited scientific publications;

- (b) ensure open access to the deposited publication — via the repository — at the latest:
  - (i) on publication, if an electronic version is available for free via the publisher, or
  - (ii) within six months of publication (twelve months for publications in the social sciences and humanities) in any other case.
- (c) ensure open access — via the repository — to the bibliographic metadata that identify the deposited publication.

The bibliographic metadata must be in a standard format and must include all of the following:

- the terms "Marie Skłodowska-Curie Action";
- the project name, acronym and grant number;
- the publication date and, if applicable, length of embargo period;
- a persistent identifier.

## 29.3 Open access to research data

Regarding the digital research data generated in the action (**'data'**), the beneficiary must:

- (a) deposit in a research data repository and take measures to make it possible for third parties to access, mine, exploit, reproduce and disseminate — free of charge for any user — the following:
  - (i) the data, including associated metadata, needed to validate the results presented in scientific publications as soon as possible;
  - (ii) other data, including associated metadata, as specified and within the deadlines laid down in the '**data management plan**' (see Annex 1);
- (b) provide information — via the repository — about tools and instruments at the disposal of the



beneficiary and necessary for validating the results (and — where possible — provide the tools and instruments themselves).

This does not change the obligation to protect results in Article 27, the confidentiality obligations in Article 36, the security obligations in Article 37 or the obligations to protect personal data in Article 39, all of which still apply.

As an exception, the beneficiary does not have to ensure open access to specific parts of its research data if the achievement of the action's main objective, as described in Annex 1, would be jeopardised by making those specific parts of the research data openly accessible. In this case, the data management plan must contain the reasons for not giving access.

#### **29.4 Information on EU funding — Obligation and right to use the EU emblem**

Unless the Agency requests or agrees otherwise or unless it is impossible, any dissemination of results (in any form, including electronic) must:

- (a) display the EU emblem and
- (b) include the following text:

“This project has received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 845788”.

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of its obligations under this Article, the beneficiary may use the EU emblem without first obtaining approval from the Agency.

This does not however give it the right to exclusive use.

Moreover, the beneficiary may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

#### **29.5 Disclaimer excluding Agency responsibility**

Any dissemination of results must indicate that it reflects only the author's view and that the Agency is not responsible for any use that may be made of the information it contains.

#### **29.6 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

### **ARTICLE 30 — TRANSFER AND LICENSING OF RESULTS**

#### **30.1 Transfer of ownership**

The beneficiary may transfer ownership of its results.

It must however ensure that its obligations under Articles 26.2, 26.4, 27, 28, 29, 30 and 31 also apply to the new owner and that this owner has the obligation to pass them on in any subsequent transfer.

This does not change the security obligations in Article 37, which still apply.

### **30.2 Granting licenses**

The beneficiary may grant licences to its results (or otherwise give the right to exploit them), if:

- (a) this does not impede the rights under Article 31
- (b) not applicable.

This does not change the dissemination obligations in Article 29 or security obligations in Article 37, which still apply.

### **30.3 Agency right to object to transfers or licensing**

Not applicable

### **30.4 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such a breach may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 31 — ACCESS RIGHTS TO RESULTS**

### **31.1 Exercise of access rights — Waiving of access rights — No sub-licensing**

The conditions set out in Article 25.1 apply.

The obligations set out in this Article do not change the security obligations in Article 37, which still apply.

### **31.2 Access rights for other beneficiaries, for implementing their own tasks under the action**

Not applicable

### **31.3 Access rights for other beneficiaries, for exploiting their own results**

Not applicable

### **31.4 Access rights of affiliated entities**

Not applicable

### **31.5 Access rights for the EU institutions, bodies, offices or agencies and EU Member States**

The beneficiary must give access to its results — on a royalty-free basis — to EU institutions, bodies, offices or agencies, for developing, implementing or monitoring EU policies or programmes.

Such access rights are limited to non-commercial and non-competitive use.

This does not change the right to use any material, document or information received from the beneficiary for communication and publicising activities (see Article 38.2).

### **31.6 Access rights for the researcher**

The beneficiary must — on a royalty-free basis — give, access to the recruited researcher to results necessary for the research training activities under the action.

### **31.7 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **SECTION 4 OTHER RIGHTS AND OBLIGATIONS**

### **ARTICLE 32 — RECRUITMENT AND WORKING CONDITIONS FOR THE RECRUITED RESEARCHER**

#### **32.1 Obligations towards the recruited researcher**

The beneficiary must respect the following recruitment and working conditions for the researcher recruited under the action:

- (a) take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers<sup>7</sup> and ensure that the researcher is aware of them;
- (b) ensure that the researcher enjoys at the place of the implementation at least the same standards and working conditions as those applicable to local researchers holding a similar position;
- (c) ensure that the employment contract, other direct contract or fixed amount fellowship agreement (see Article 6) specifies:
  - (i) the name of the supervisor for the research training activities as indicated in Annex 1;
  - (ii) the starting date and duration of the research training activities under the action;
  - (iii) the monthly support for the researcher under this Agreement (in euro and, if relevant, in the currency in which the remuneration is paid);
  - (iv) the obligation of the researcher to work exclusively for the action;
  - (v) the obligation of the researcher not to receive for activities carried out in the frame of

<sup>7</sup> Commission Recommendation 2005/251/EC of 11 March 2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers (OJ L 75, 22.3.2005, p. 67).

- the action, other incomes than those received from the beneficiary (or any other entity referred to in Annex 1);
- (vi) the obligation of the researcher to inform the beneficiary as soon as possible of any events or circumstances likely to affect the Agreement (see Article 17);
  - (vii) the arrangements related to the intellectual property rights between the beneficiary and the researcher — during implementation of the action and afterwards;
  - (viii) the obligation of the researcher to maintain confidentiality (see Article 36);
  - (ix) the obligation of the researcher to ensure the visibility of EU funding in communications or publications and in applications for the protection of results (see Articles 27, 28, 29 and 38);
- (d) assist the researcher in the administrative procedures related to the recruitment;
- (e) inform the researcher about:
- the description, conditions, location and the timetable for the implementation of the research training activities under the action and the name of the supervisor;
  - the rights and obligations of the beneficiary toward the researcher under this Agreement;
  - the obligation of the researcher to complete and submit — at the end of the research training activities — the evaluation questionnaire and — two years later — follow-up questionnaire provided by the Agency;
- (f) ensure that the researcher does not receive, for activities carried out in the frame of the action, other incomes than those received from the beneficiary (or any other entity referred to in Annex 1);
- (g) ensure that the researcher does not have to bear any costs for the implementation of the action as described in Annex 1;
- (h) host the researcher at its premises (or at the premises of an entity with a capital or legal link);
- (i) provide training and the necessary means for implementing the action (or ensure that such training and means are provided by entities with a capital or legal link);
- (j) ensure that the researcher is adequately supervised;
- (k) ensure that — at the beginning of the research training activities — a career development plan is established together with the supervisor;
- (l) support the secondment of the researcher to a partner organisation in a Member State or associated country as set out in Annex 1:
- for actions with a duration up to 18 months: for a maximum of three months or
  - for actions with a duration of more than 18 months: for a maximum of six months;

## **32.2 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 33 — GENDER EQUALITY**

### **33.1 Obligation to aim for gender equality**

The beneficiary must take all measures to promote equal opportunities between men and women in the implementation of the action. It must aim, to the extent possible, for a gender balance at all levels of personnel assigned to the action, including at supervisory and managerial level.

### **33.2 Consequences of non-compliance**

If the beneficiary breaches its obligations under this Article, the Agency may apply any of the measures described in Chapter 6.

## **ARTICLE 34 — ETHICS AND RESEARCH INTEGRITY**

### **34.1 Obligation to comply with ethical and research integrity principles**

The beneficiary must carry out the action in compliance with:

- (a) ethical principles (including the highest standards of research integrity)
- and
- (b) applicable international, EU and national law.

Funding will not be granted for activities carried out outside the EU if they are prohibited in all Member States or for activities which destroy human embryos (for example, for obtaining stem cells).

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

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

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

In addition, the beneficiary must respect the fundamental principle of research integrity — as set out, for instance, in the European Code of Conduct for Research Integrity<sup>8</sup>.

This implies compliance with the following fundamental principles:

- **reliability** in ensuring the quality of research reflected in the design, the methodology, the analysis and the use of resources;
- **honesty** in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way;
- **respect** for colleagues, research participants, society, ecosystems, cultural heritage and the environment;
- **accountability** for the research from idea to publication, for its management and organisation, for training, supervision and mentoring, and for its wider impacts

and means that the beneficiary must ensure that persons carrying out research tasks follow the good research practices and refrain from the research integrity violations described in this Code.

This does not change the other obligations under this Agreement or obligations under applicable international, EU or national law, all of which still apply.

### 34.2 Activities raising ethical issues

Activities raising ethical issues must comply with the ‘**ethics requirements**’ set out as deliverables in Annex 1.

Before the beginning of an activity raising an ethical issue, the beneficiary must have obtained:

- (a) any ethics committee opinion required under national law and
- (b) any notification or authorisation for activities raising ethical issues required under national and/or European law

needed for implementing the action tasks in question.

The documents must be kept on file and be submitted upon request by the beneficiary to the Agency (see Article 52). If they are not in English, they must be submitted together with an English summary, which shows that the action tasks in question are covered and includes the conclusions of the committee or authority concerned (if available).

### 34.3 Activities involving human embryos or human embryonic stem cells

Activities involving research on human embryos or human embryonic stem cells may be carried out, in addition to Article 34.1, only if:

- they are set out in Annex 1 or
- the beneficiary has obtained explicit approval (in writing) from the Agency (see Article 52).

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<sup>8</sup> The European Code of Conduct for Research Integrity of ALLEA (All European Academies).  
[http://ec.europa.eu/research/participants/data/ref/h2020/other/hi/h2020-ethics\\_code-of-conduct\\_en.pdf](http://ec.europa.eu/research/participants/data/ref/h2020/other/hi/h2020-ethics_code-of-conduct_en.pdf)

### **34.4 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement may be terminated (see Article 50).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 35 — CONFLICT OF INTERESTS**

### **35.1 Obligation to avoid a conflict of interests**

The beneficiary must take all measures to prevent any situation where the impartial and objective implementation of the action is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (**‘conflict of interests’**).

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

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

### **35.2 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement may be terminated (see Article 50).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 36 — CONFIDENTIALITY**

### **36.1 General obligation to maintain confidentiality**

During implementation of the action and for four years after the period set out in Article 3, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed (**‘confidential information’**).

If the beneficiary requests, the Agency may agree to keep such information confidential for an additional period beyond the initial four years.

If information has been identified as confidential only orally, it will be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

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

The beneficiary may disclose confidential information to its personnel, third parties mentioned in Annex 1 or a partner organisation only if they:

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

This does not change the security obligations in Article 37, which still apply.

The Agency may disclose confidential information to its staff, other EU institutions and bodies. It may disclose confidential information to third parties, if:

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

Under the conditions set out in Article 4 of the Rules for Participation Regulation No 1290/2013<sup>9</sup>, the Commission must moreover make available information on the results to other EU institutions, bodies, offices or agencies as well as Member States or associated countries.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party;
- (b) the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
- (c) the recipient proves that the information was developed without the use of confidential information;
- (d) the information becomes generally and publicly available, without breaching any confidentiality obligation, or
- (e) the disclosure of the information is required by EU or national law.

## **36.2 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 37 — SECURITY-RELATED OBLIGATIONS**

### **37.1 Results with a security recommendation**

Not applicable

### **37.2 Classified information**

Not applicable

### **37.3 Activities involving dual-use goods or dangerous materials and substances**

Not applicable

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<sup>9</sup> Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (OJ L 347, 20.12.2013 p.81).



### **37.4 Consequences of non-compliance**

Not applicable

## **ARTICLE 38 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING**

### **38.1 Communication activities by the beneficiary**

#### **38.1.1 Obligation to promote the action and its results**

The beneficiary must promote the action and its results by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.

This does not change the dissemination obligations in Article 29, the confidentiality obligations in Article 36 or the security obligations in Article 37, all of which still apply.

Before engaging in a communication activity expected to have a mainstream media coverage the beneficiary must inform the Agency (see Article 52).

#### **38.1.2 Information on EU funding — Obligation and right to use the EU emblem**

Unless the Agency requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.) and any infrastructure, equipment and major results funded by the grant must:

- (a) display the European Union emblem and
- (b) include the following statement:

For communication activities: “This project has received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 845788”.

For infrastructure, equipment and major results: “This *[infrastructure]**[equipment]**[insert type of result]* is part of a project that has received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 845788”.

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of its obligations under this Article, the beneficiary may use the EU emblem without first obtaining approval from the Agency.

This does not, however, give it the right to exclusive use.

Moreover, it may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

#### **38.1.3 Disclaimer excluding Agency and Commission responsibility**

Any communication activity related to the action must indicate that it reflects only the author's view and that the Agency and the Commission are not responsible for any use that may be made of the information it contains.

### **38.2 Communication activities by the Agency and the Commission**

### 38.2.1 Right to use the beneficiary' materials, documents or information

The Agency and the Commission may use, for its communication and publicising activities, information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material received from the beneficiary (including in electronic form).

This does not change the confidentiality obligations in Article 36 and the security obligations in Article 37, all of which still apply.

If the Agency's or the Commission's use of these materials, documents or information would risk compromising legitimate interests, the beneficiary may request the Agency or the Commission not to use it (see Article 52).

The right to use the beneficiary's materials, documents and information includes:

- (a) **use for its own purposes** (in particular, making them available to persons working for the Agency, the Commission or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- (c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
- (d) **translation**;
- (e) giving **access in response to individual requests** under Regulation No 1049/2001<sup>11</sup>, without the right to reproduce or exploit;
- (f) **storage** in paper, electronic or other form;
- (g) **archiving**, in line with applicable document-management rules, and
- (h) the right to authorise **third parties** to act on its behalf or sub-license the modes of use set out in Points (b),(c),(d) and (f) to third parties if needed for the communication and publicising activities of the Agency or the Commission.

If the right of use is subject to rights of a third party (including personnel of the beneficiary), the beneficiary must ensure that it complies with its obligations under this Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

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<sup>11</sup> Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents, OJ L 145, 31.5.2001, p. 43.

Where applicable (and if provided by the beneficiary), the Agency or the Commission will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the Research Executive Agency (REA) and the European Union (EU) under conditions.”

### **38.3 Consequences of non-compliance**

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 39 — PROCESSING OF PERSONAL DATA**

### **39.1 Processing of personal data by the Agency and the Commission**

Any personal data under the Agreement will be processed by the Agency or the Commission under Regulation No 45/2001<sup>12</sup> and according to the ‘notifications of the processing operations’ to the Data Protection Officer (DPO) of the Agency or the Commission (publicly accessible in the DPO register).

Such data will be processed by the ‘**data controller**’ of the Agency or the Commission for the purposes of implementing, managing and monitoring the Agreement or protecting the financial interests of the EU or Euratom (including checks, reviews, audits and investigations; see Article 22).

The persons whose personal data are processed have the right to access and correct their own personal data. For this purpose, they must send any queries about the processing of their personal data to the data controller, via the contact point indicated in the privacy statement(s) that are published on the Agency and Commission websites.

They also have the right to have recourse at any time to the European Data Protection Supervisor (EDPS).

### **39.2 Processing of personal data by the beneficiary**

The beneficiary must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The beneficiary may grant its personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement.

The beneficiary must inform the personnel whose personal data are collected and processed by the Agency or the Commission. For this purpose, it must provide them with the service privacy statement(s) (see above), before transmitting their data to the Agency or the Commission.

### **39.3 Consequences of non-compliance**

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<sup>12</sup> Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L 8, 12.01.2001, p. 1).

If the beneficiary breaches any of its obligations under Article 39.2, the Agency may apply any of the measures described in Chapter 6.

## **ARTICLE 40 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE AGENCY**

The beneficiary may not assign any of its claims for payment against the Agency to any third party, except if approved by the Agency on the basis of a reasoned, written request.

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

In no circumstances will an assignment release the beneficiary from its obligations towards the Agency.

## **CHAPTER 5 DIVISION OF BENEFICIARIES' ROLES AND RESPONSIBILITIES** **— RELATIONSHIP WITH COMPLEMENTARY BENEFICIARIES —** **RELATIONSHIP WITH PARTNERS OF A JOINT ACTION**

### **ARTICLE 41 — BENEFICIARY'S ROLES AND RESPONSIBILITIES — RELATIONSHIP WITH COMPLEMENTARY BENEFICIARIES — RELATIONSHIP WITH PARTNERS OF A JOINT ACTION**

#### **41.1 Roles and responsibility towards the Agency**

The beneficiary has full responsibility for implementing the action and complying with the Agreement.

The beneficiary is itself responsible for:

- (a) monitoring that the action is implemented properly (see Article 7);
- (b) informing the Agency immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 17);
- (c) submitting the deliverables and report(s) to the Agency (see Articles 19 and 20);
- (d) submitting to the Agency in good time any documents or information required by it

and may not delegate or subcontract these tasks to any third party (including entities with a capital or legal link and partner organisations).

#### **41.2 Internal division of roles and responsibilities**

Not applicable

#### **41.3 Internal arrangements between beneficiaries — Consortium agreement**

Not applicable

#### **41.4 Relationship with complementary beneficiaries — Collaboration agreement**

Not applicable

## 41.5 Relationship with partners of a joint action — Coordination agreement

Not applicable

# **CHAPTER 6 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — SANCTIONS — DAMAGES — SUSPENSION — TERMINATION — FORCE MAJEURE**

## **SECTION 1 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — SANCTIONS**

### **ARTICLE 42 — REJECTION OF INELIGIBLE COSTS**

#### **42.1 Conditions**

The Agency will — **at the payment of the balance** or **afterwards** — reject any costs which are ineligible (see Article 6), in particular following checks, reviews, audits or investigations (see Article 22).

The rejection may also be based on the **extension of findings from other grants to this grant** (see Article 22.5.2).

#### **42.2 Ineligible costs to be rejected — Calculation — Procedure**

Ineligible costs will be rejected in full.

If the rejection of costs does not lead to a recovery (see Article 44), the Agency will formally notify the beneficiary of the rejection of costs, the amounts and the reasons why (if applicable, together with the notification of amounts due; see Article 21.5). The beneficiary may — within 30 days of receiving notification — formally notify the Agency of its disagreement and the reasons why.

If the rejection of costs leads to a recovery, the Agency will follow the contradictory procedure with ‘pre-information letter’ set out in Article 44.

#### **42.3 Effects**

If the Agency rejects costs at the **payment of the balance**, it will deduct them from the total eligible costs declared, for the action, in the final summary financial statement (see Articles 20.3 and 20.4). It will then calculate the payment of the balance as set out in Articles 21.3 or 21.4.

If the Agency rejects costs **after the payment of the balance**, it will deduct the amount rejected from the total eligible costs declared, in the summary financial statement. It will then calculate the revised final grant amount as set out in Article 5.4.

### **ARTICLE 43 — REDUCTION OF THE GRANT**

#### **43.1 Conditions**

The Agency may — **at the payment of the balance or afterwards** — reduce the maximum grant amount (see Article 5.1), if:

- (a) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles) or
- (b) the beneficiary (or a natural person who has the power to represent or take decision on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 22.5.2).

### 43.2 Amount to be reduced — Calculation — Procedure

The amount of the reduction will be proportionate to the seriousness of the errors, irregularities or fraud or breach of obligations.

Before reduction of the grant, the Agency will formally notify a '**pre-information letter**' to the beneficiary:

- informing it of its intention to reduce the grant, the amount it intends to reduce and the reasons why and
- inviting it to submit observations within 30 days of receiving notification

If the Agency does not receive any observations or decides to pursue reduction despite the observations it has received, it will formally notify **confirmation** of the reduction (if applicable, together with the notification of amounts due; see Article 21).

### 43.3 Effects

If the Agency reduces the grant at **the payment of the balance**, it will calculate the reduced grant amount for the action and then determine the amount due as payment of the balance (see Articles 5.3.4 and 21.4).

If the Agency reduces the grant **after the payment of the balance**, it will calculate the revised final grant amount (see Article 5.4). If the revised final grant amount is lower than the final grant amount, the Agency will recover the difference (see Article 44).

## ARTICLE 44 — RECOVERY OF UNDUE AMOUNTS

### 44.1 Amount to be recovered — Calculation — Procedure

The Agency will — **at the payment of the balance or afterwards** — claim back any amount that was paid, but is not due under the Agreement.

#### 44.1.1 Recovery after termination of a beneficiary's participation

Not applicable

#### 44.1.2 Recovery at payment of the balance

If the payment of the balance takes the form of a recovery (see Article 21.4), the Agency will formally notify a '**pre-information letter**' to the beneficiary:

- informing it of its intention to recover, the amount due as the balance and the reasons why;
- specifying that it intends to deduct the amount to be recovered from the amount retained for the Guarantee Fund; and
- inviting it to submit observations within 30 days of receiving notification.

If no observations are submitted or the Agency decides to pursue recovery despite the observations it has received, it will **confirm recovery** (together with the notification of amounts due; see Article 21.5) and:

- pay the difference between the amount to be recovered and the amount retained for the Guarantee Fund, **if the difference is positive** or
- formally notify to the beneficiary a **debit note** for the difference between the amount to be recovered and the amount retained for the Guarantee Fund, **if the difference is negative**. This note will also specify the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Agency or the Commission will **recover** the amount:

- (a) by '**offsetting**' it — without the beneficiary's consent — against any amounts owed to the beneficiary by the Agency, the Commission or another executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU's financial interests, the Agency or the Commission may offset before the payment date specified in the debit note;

- (b) by **drawing on the Guarantee Fund**. The Agency or the Commission will formally notify the beneficiary the debit note on behalf of the Guarantee Fund and recover the amount:
  - (i) not applicable
  - (ii) by **taking legal action** (see Article 57) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the payment date in the debit note, up to and including the date the Agency or the Commission receives full payment of the amount.

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



Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC<sup>13</sup> applies.

#### 44.1.3 Recovery of amounts after payment of the balance

If, the revised final grant amount (see Article 5.4) is lower than the final grant amount, the beneficiary must repay the difference to the Agency.

The Agency will formally notify a **pre-information letter** to the beneficiary:

- informing it of its intention to recover, the due amount and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If no observations are submitted or the Agency decides to pursue recovery despite the observations it has received, it will **confirm** the amount to be recovered and formally notify to the beneficiary a **debit note**. This note will also specify the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Agency or the Commission will **recover** the amount:

- (a) by '**offsetting**' it — without the beneficiary's consent — against any amounts owed to the beneficiary by the Agency, the Commission or another executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU's financial interests, the Agency or the Commission may offset before the payment date specified in the debit note;

- (b) by **drawing on the Guarantee Fund**. The Agency or the Commission will formally notify the beneficiary the debit note on behalf of the Guarantee Fund and recover the amount:

- (i) not applicable
- (ii) by **taking legal action** (see Article 57) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the date for payment in the debit note, up to and including the date the Agency or the Commission receives full payment of the amount.

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

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

<sup>13</sup> Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC (OJ L 319, 05.12.2007, p. 1).



## ARTICLE 45 — ADMINISTRATIVE SANCTIONS

In addition to contractual measures, the Agency or the Commission may also adopt administrative sanctions under Articles 106 and 131(4) of the Financial Regulation No 966/2012 (i.e. exclusion from future procurement contracts, grants, prizes and expert contracts and/or financial penalties).

## SECTION 2 LIABILITY FOR DAMAGES

### ARTICLE 46 — LIABILITY FOR DAMAGES

#### 46.1 Liability of the Agency

The Agency cannot be held liable for any damage caused to the beneficiary (or to third parties) as a consequence of implementing the Agreement, including for gross negligence.

The Agency cannot be held liable for any damage caused by the beneficiary or third parties involved in the action, as a consequence of implementing the Agreement.

#### 46.2 Liability of the beneficiary

Except in case of force majeure (see Article 51), the beneficiary must compensate the Agency for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement.

## SECTION 3 SUSPENSION AND TERMINATION

### ARTICLE 47 — SUSPENSION OF PAYMENT DEADLINE

#### 47.1 Conditions

The Agency may — at any moment — suspend the payment deadline (see Article 21.2 to 21.4) if a request for payment (see Article 20) cannot be approved because:

- (a) it does not comply with the provisions of the Agreement (see Article 20);
- (b) the report has not been submitted or is not complete or additional information is needed, or
- (c) there is doubt about the eligibility of the costs declared in the financial statement and additional checks, reviews, audits or investigations are necessary.

#### 47.2 Procedure

The Agency will formally notify the beneficiary of the suspension and the reasons why.

The suspension will **take effect** the day notification is sent by the Agency (see Article 52).

If the conditions for suspending the payment deadline are no longer met, the suspension will be **lifted** — and the remaining period will resume.

If the suspension exceeds two months, the beneficiary may request the Agency if the suspension will continue.

If the payment deadline has been suspended due to the non-compliance of the report (see Article 20) and the revised report or statement is not submitted or was submitted but is also rejected, the Agency may also terminate the Agreement (see Article 50.3.1(l)).

## ARTICLE 48 — SUSPENSION OF PAYMENTS

### 48.1 Conditions

The Agency may — at any moment — suspend payments, in whole or in part, if:

- (a) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed or is suspected of having committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles) or
- (b) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 22.5.2).

If suspension concerns the payment of the balance, — once suspension is lifted — the payment or the recovery of the amount(s) concerned will be considered the payment of the balance that closes the action.

### 48.2 Procedure

Before suspending payments, the Agency will formally notify the beneficiary:

- informing it of its intention to suspend payments and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the suspension procedure is not continued.

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

If the conditions for resuming payments are met, the suspension will be **lifted**. The Agency will formally notify the beneficiary.

The beneficiary may suspend implementation of the action (see Article 49.1) or terminate the Agreement (see Article 50.1 and 50.2).

## ARTICLE 49 — SUSPENSION OF THE ACTION IMPLEMENTATION

### 49.1 Suspension of the action implementation by the beneficiary

#### 49.1.1 Conditions — Procedure

49.1.1.1 The beneficiary may suspend implementation of the action or any part of it, if exceptional circumstances – in particular *force majeure* (see Article 51) – make implementation impossible or excessively difficult.

In this case, the beneficiary must immediately formally notify suspension to the Agency (see Article 52), stating:

- (a) the reasons why and
- (b) the expected date of resumption.

The suspension will **take effect** the day this notification is received by the Agency.

Once circumstances allow for implementation to resume, the beneficiary must immediately formally notify the Agency and request an **amendment** of the Agreement to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 55) — unless the Agreement or the participation of a beneficiary has been terminated (see Articles 50).

The suspension will be **lifted** with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during suspension of the action implementation are not eligible (see Article 6).

49.1.1.2 The beneficiary may request suspension of the action implementation (or any part of it) for professional, personal or family reasons (including parental leave).

For this purpose, the beneficiary must formally notify a request for **amendment** (to make the necessary changes and to set the date of resumption) in accordance with Article 55.

The suspension **will take effect** on the date set out in the amendment.

Costs incurred during suspension of the action implementation are not eligible (see Article 6).

### 49.2 Suspension of the action implementation, by the Agency

#### 49.2.1 Conditions

The Agency may suspend implementation of the action or any part of it, if:

- (a) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed or is suspected of having committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under the Agreement or during the award procedure

(including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles);

- (b) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 22.5.2), or
- (c) the action is suspected of having lost its scientific or technological relevance.

#### 49.2.2 Procedure

Before suspending implementation of the action, the Agency will formally notify the beneficiary:

- informing it of its intention to suspend the implementation and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the procedure is not continued.

The suspension will **take effect** five days after confirmation notification is received by the beneficiary (or on a later date specified in the notification).

It will be **lifted** if the conditions for resuming implementation of the action are met.

The beneficiary will be formally notified of the lifting and the Agreement will be **amended** to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 55) — unless the Agreement has already been terminated (see Article 50).

The suspension will be lifted with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during suspension are not eligible (see Article 6).

The beneficiary may not claim damages due to suspension by the Agency (see Article 46).

Suspension of the action implementation does not affect the Agency's right to terminate the Agreement (see Article 50), reduce the grant or recover amounts unduly paid (see Articles 43 and 44).

### ARTICLE 50 — TERMINATION OF THE AGREEMENT

#### 50.1 Termination of the Agreement by the beneficiary

##### 50.1.1 Conditions and procedure

The beneficiary may terminate the Agreement.

The beneficiary must formally notify termination to the Agency (see Article 52), stating:

- the reasons why and
- the date the termination will take effect. This date must be after the notification.

If no reasons are given or if the Agency considers the reasons do not justify termination, the Agreement will be considered to have been '**terminated improperly**'.

The termination will **take effect** on the day specified in the notification.

### 50.1.2 Effects

The beneficiary must — within 60 days from when termination takes effect — submit: the report under Article 20.3.

If the Agency does not receive the reports within the deadline (see above), only costs which are included in the report will be taken into account.

The Agency will **calculate** the final grant amount (see Article 5.3) and the balance (see Article 21.4) on the basis of the report(s) submitted. Only costs incurred until termination are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

Improper termination may lead to a reduction of the grant (see Article 43).

After termination, the beneficiary's obligations (in particular Articles 20, 22, 23, Section 3 of Chapter 4, 36, 37, 38, 40, 42, 43 and 44) continue to apply.

## 50.2 Termination of the participation of one or more beneficiaries, by the beneficiaries

Not applicable

## 50.3 Termination of the Agreement, by the Agency

### 50.3.1 Conditions

The Agency may terminate the Agreement, if:

- (a) not applicable;
- (b) a change to the beneficiary's legal, financial, technical, organisational or ownership situation or those of its third parties mentioned in Annex 1 is likely to substantially affect or delay the implementation of the action or calls into question the decision to award the grant;
- (c) not applicable;
- (d) implementation of the action is prevented by force majeure (see Article 51) or suspended by the beneficiary (see Article 49.1) and either:
  - (i) resumption is impossible, or
  - (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or breach the principle of equal treatment of applicants;
- (e) the beneficiary is declared bankrupt, being wound up, having its affairs administered by the

courts, has entered into an arrangement with creditors, has suspended business activities, or is subject to any other similar proceedings or procedures under national law;

- (f) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has been found guilty of professional misconduct, proven by any means;
- (g) the beneficiary does not comply with the applicable national law on taxes and social security;
- (h) the action has lost scientific or technological relevance;
- (i) not applicable;
- (j) not applicable;
- (k) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed fraud, corruption, or is involved in a criminal organisation, money laundering or any other illegal activity;
- (l) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed:
  - (i) substantial errors, irregularities, fraud or
  - (ii) serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles);
- (m) the beneficiary (or the natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 22.5.2);
- (n) despite a specific request by the Agency, the beneficiary does not request an amendment to the Agreement to end the participation of a partner organisation or an entity with a capital or legal link that is in one of the situations under points (e), (f), (g), (k), (l) or (m) and to reallocate its tasks;
- (o) the beneficiary has not started the action or notified the effective starting date of the action within the period indicated in the Article 3;
- (p) the researcher cannot continue implementing the research training activities, or has committed fraud, including submission of false information or failure to provide required information for the purpose of the action.

### 50.3.2 Procedure

Before terminating the Agreement, the Agency will formally notify the beneficiary:

- **informing** it of its intention to terminate and the reasons why and
- inviting it, within 30 days of receiving notification, to submit observations and — in case of

Point (l.ii) above — to inform the Agency of the measures to ensure compliance with the obligations under the Agreement.

If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify to the beneficiary **confirmation** of the termination and the date it will take effect. Otherwise, it will formally notify that the procedure is not continued.

The termination will **take effect**:

- for terminations under Points (b), (e), (g), (h), (l.ii) and (o) above: on the day specified in the notification of the confirmation (see above);
- for terminations under Points (d), (f), (k), (l.i), (m), and (p) above: on the day after the notification of the confirmation is received by the beneficiary.

### 50.3.3 Effects

The beneficiary must — within 60 days from when termination takes effect — submit: the report under Article 20.3.

If the Agreement is terminated for breach of the obligation to submit report(s) (see Articles 20.8 and 50.3.1(l)), the beneficiary may not submit any report(s) after termination.

If the Agency does not receive the reports within the deadline (see above), only costs which are included in the report will be taken into account.

The Agency will **calculate** the final grant amount (see Article 5.3) and the balance (see Article 21.4) on the basis of the report(s) submitted. Only costs incurred until termination takes effect are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

This does not affect the Agency's right to reduce the grant (see Article 43) or to impose administrative sanctions (Article 45).

The beneficiaries may not claim damages due to termination by the Agency (see Article 46).

After termination, the beneficiary's obligations (in particular Articles 20, 22, 23, Section 3 of Chapter 4, 36, 37, 38, 40, 42, 43 and 44) continue to apply.

## **SECTION 4 FORCE MAJEURE**

### **ARTICLE 51 — FORCE MAJEURE**

'Force majeure' means any situation or event that:

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

The following cannot be invoked as force majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
- labour disputes or strikes, or
- financial difficulties.

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

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

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

## **CHAPTER 7 FINAL PROVISIONS**

### **ARTICLE 52 — COMMUNICATION BETWEEN THE PARTIES**

#### **52.1 Form and means of communication**

Communication under the Agreement (information, requests, submissions, ‘formal notifications’, etc.) must:

- be made in writing and
- bear the number of the Agreement.

All communication must be made through the Participant Portal **electronic** exchange system and using the forms and templates provided there.

If — after the payment of the balance — the Agency finds that a formal notification was not accessed, a second formal notification will be made by registered post with proof of delivery (‘formal notification on **paper**’). Deadlines will be calculated from the moment of the second notification.

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

If the electronic exchange system is temporarily unavailable, instructions will be given on the Agency and the Commission websites.

#### **52.2 Date of communication**

**Communications** are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the electronic exchange system).



**Formal notifications** through the **electronic** exchange system are considered to have been made when they are received by the receiving party (i.e. on the date and time of acceptance by the receiving party, as indicated by the time stamp). A formal notification that has not been accepted within 10 days after sending is considered to have been accepted.

Formal notifications **on paper** sent by **registered post** with proof of delivery (only after the payment of the balance) are considered to have been made on either:

- the delivery date registered by the postal service or
- the deadline for collection at the post office.

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

### 52.3 Addresses for communication

The **electronic** exchange system must be accessed via the following URL:

<https://ec.europa.eu/research/participants/portal/desktop/en/projects/>

The Agency will formally notify the beneficiary in advance any changes to this URL.

**Formal notifications on paper** (only after the payment of the balance) addressed **to the Agency** must be sent to the official mailing address indicated on the Agency's website.

Formal notifications on paper (only after the payment of the balance) addressed **to the beneficiary** must be sent to its legal address as specified in the Participant Portal Beneficiary Register.

## ARTICLE 53 — INTERPRETATION OF THE AGREEMENT

### 53.1 Precedence of the Terms and Conditions over the Annexes

The provisions in the Terms and Conditions of the Agreement take precedence over its Annexes.

Annex 2 takes precedence over Annex 1.

### 53.2 Privileges and immunities

Not applicable

## ARTICLE 54 — CALCULATION OF PERIODS, DATES AND DEADLINES

In accordance with Regulation No 1182/71<sup>14</sup>, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

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

## ARTICLE 55 — AMENDMENTS TO THE AGREEMENT

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<sup>14</sup> Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8.6.1971, p. 1).

## 55.1 Conditions

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

Amendments may be requested by any of the parties.

The beneficiary may, in particular, request a change of the time spent on the action (part-time employment) for professional, personal or family reasons (including parental leave).

## 55.2 Procedure

The party requesting an amendment must formally notify a request to the other party (see Article 52).

The notification must include:

- (a) the reasons why;
- (b) the appropriate supporting documents.

The Agency may request additional information.

The party receiving the request must formally notify its agreement or disagreement, within 45 days of receiving notification (or any additional information the Agency has requested). This deadline may be extended, if necessary for the assessment of the request. If no notification is received within the deadline, the request is considered to have been rejected.

An amendment **enters into force** on the day of the signature by the Agency or the beneficiary, depending on which is later.

An amendment **takes effect** on the date agreed by the parties or, in the absence of such an agreement, on the date on which the amendment enters into force.

## ARTICLE 56 — ACCESSION TO THE AGREEMENT

Not applicable

## ARTICLE 56a — TRANSFER OF THE AGREEMENT TO A NEW BENEFICIARY

### 56a.1 Conditions

The beneficiary may request that the research training activities are transferred to a new beneficiary, if there are serious reasons affecting its capacity to implement the action (without being entitled to any additional EU funding for doing so).

### 56a.2 Procedure

The beneficiary must formally notify a **request for amendment** to the Agency (see Article 55).

The request must include:

- the reasons why;
- the date the change takes effect;
- the opinion of the researcher and its supervisor;
- a proposal for the necessary changes, including — if necessary — the appointment of the new supervisor and the Accession Form for the new beneficiary (see Annex 3).

The change **will take effect** on the day set out in the amendment.

### 56a.3 Effects

If the request for amendment is accepted by the Agency, the Agreement will be **amended** to introduce the necessary changes in order to reallocate the tasks of the former beneficiary (see Article 55).

In this case, the former beneficiary must:

- transfer immediately the remaining contribution to the new beneficiary and
- submit — within 30 days from the change — a ‘**transfer report**’, containing an overview of the progress of the work and the individual financial statement (see Article 20).

The maximum grant amount will be split between the former beneficiary and the new beneficiary, on the basis of the number of actual units in line with Article 6.

The former and the new beneficiary must agree on arrangements concerning the management of intellectual property rights and other issues under the Agreement.

If the Agency considers that the reasons provided do not justify the transfer, it will reject the request specifying the grounds for the rejection.

## ARTICLE 57 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

### 57.1 Applicable law

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

### 57.2 Dispute settlement

If a dispute concerning the interpretation, application or validity of the Agreement cannot be settled amicably, the General Court — or, on appeal, the Court of Justice of the European Union — has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU).

If a dispute concerns administrative sanctions, offsetting or an enforceable decision under Article 299 TFEU (see Articles 44, 45 and 46), the beneficiary must bring action before the General Court — or, on appeal, the Court of Justice of the European Union — under Article 263 TFEU. Actions against offsetting and enforceable decisions must be brought against the Commission (not against the Agency).

## **ARTICLE 58 — ENTRY INTO FORCE OF THE AGREEMENT**

The Agreement will enter into force on the day of signature by the Agency or the beneficiary, depending on which is later.

### **SIGNATURES**

For the beneficiary

For the Agency



**EUROPEAN COMMISSION**  
Research Executive Agency

Marie Skłodowska-Curie Individual Fellowships: European



## **ANNEX 1 (part A)**

### **Standard European Fellowships**

**NUMBER — 845788 — PaintOdor**

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# 1.1. The project summary

Project Number <sup>1</sup>	845788	Project Acronym <sup>2</sup>	PaintOdor
One form per project			
General information			
Project title <sup>3</sup>	“Intoxicated by turpentine”: An Olfactory History of Painting (1750-1939)		
Starting date <sup>4</sup>	Start date to be notified; must lie within 12 months of grant agreement signature		
Duration in months <sup>5</sup>	24		
Call (part) identifier <sup>6</sup>	H2020-MSCA-IF-2018		
Topic	MSCA-IF-2018 Individual Fellowships		
Fixed EC Keywords	History of ideas, intellectual history, history of science, techniques and technologies, Museums and exhibitions, conservation and restoration, History of art and architecture, arts-based research, History of art criticism		
Free keywords	Sensory studies, smell studies, French studies, nineteenth century, history of painting, medical history, cultural history		
Abstract <sup>7</sup>			
<p>“Intoxicated by turpentine.” When Marcel Duchamp so described the painters of his time, the avant-garde artist was not only criticizing a traditional way of thinking about the materiality of art, he was also modernizing a commonplace of medical discourse as well as a recurring and significant motif in the French commentary on the arts. Investigating historically the stereotype of “the smell of paint,” this research project seeks to underscore the important role of olfaction in the material history of art and in the historical conceptions of the art of painting in France from the mid-18th century to the first half of 20th. At the crossroads of art history and history of the sciences, this research will describe how medical concerns about the smell of paint significantly influenced the making and the composition of colors as well as the size and organization of the painter’s studio, consequently affecting the social status of the artist and, ultimately, the critical discourse on art, which often used the smell of a painting in metaphors expressing an aesthetical judgment. Thus, from the creation of a painting to its reception, the frequent references to the smell of paint unveil a hidden aspect of the history of art that will be illuminated through this analysis of a variety of historical sources, including, in particular, medical works, technical treatises on painting, industrial archives, art criticism, satirical drawings, etc. Finally, this historical research on the smell of a painting will be applied to the creation of a pedagogical tool aimed at the museum-going public. It will present the historical evolution of the painter’s studio through the smells of the painter’s materials. This sensory experience of the materiality of painting aims to embody art history, providing museum visitors with an alternative to the digital approach to works of art.</p>			

## 1.2. List of Beneficiaries

 Associated with document Ref. Ares(2019)2685605 - 17/04/2019

Project Number <sup>1</sup>	845788	Project Acronym <sup>2</sup>	PaintOdor
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### List of Beneficiaries

No	Name	Short name	Country	Project entry month <sup>8</sup>	Project exit month
1	UNIVERSITE LUMIERE LYON 2	LYON2	France	1	24



## 1.3. Workplan Tables - Detailed implementation

 Associated with document Ref. Ares(2019)2685605 - 17/04/2019

### 1.3.1. WT1 List of work packages

WP Number <sup>9</sup>	WP Title	Lead beneficiary <sup>10</sup>	Start month <sup>12</sup>	End month <sup>13</sup>
WP1	Data Management	1 - LYON2	1	24

### 1.3.2. WT2 list of deliverables

<b>Deliverable Number<sup>14</sup></b>	<b>Deliverable Title</b>	<b>WP number<sup>9</sup></b>	<b>Lead beneficiary</b>	<b>Type<sup>15</sup></b>	<b>Dissemination level<sup>16</sup></b>	<b>Due Date (in months)<sup>17</sup></b>
D1.1	Data Management Plan	WP1	1 - LYON2	ORDP: Open Research Data Pilot	Confidential, only for members of the consortium (including the Commission Services)	6

### 1.3.3. WT3 Work package descriptions

<b>Work package number</b> <sup>9</sup>	WP1	<b>Lead beneficiary</b> <sup>10</sup>	1 - LYON2
<b>Work package title</b>	Data Management		
<b>Start month</b>	1	<b>End month</b>	24

#### Objectives

To improve and maximise access to and re-use of research data generated by the action

#### Description of work and role of partners

**WP1 - Data Management** [Months: 1-24]

**LYON2**

To develop a Data Management Plan, outlining how research data will be handled during the action, and after it is completed. The Plan is not a fixed document; it evolves and gains more precision and substance during the lifespan of the project.

#### Participation per Partner

**Partner number and short name**<sup>10</sup>

#### List of deliverables

<b>Deliverable Number</b> <sup>14</sup>	<b>Deliverable Title</b>	<b>Lead beneficiary</b>	<b>Type</b> <sup>15</sup>	<b>Dissemination level</b> <sup>16</sup>	<b>Due Date (in months)</b> <sup>17</sup>
D1.1	Data Management Plan	1 - LYON2	ORDP: Open Research Data Pilot	Confidential, only for members of the consortium (including the Commission Services)	6

#### Description of deliverables

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

D1.1 : Data Management Plan [6]

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

### 1. Project number

The project number has been assigned by the Commission as the unique identifier for your project. It cannot be changed. The project number **should appear on each page of the grant agreement preparation documents (part A and part B)** to prevent errors during its handling.

### 2. Project acronym

Use the project acronym as given in the submitted proposal. It can generally not be changed. The same acronym **should appear on each page of the grant agreement preparation documents (part A and part B)** to prevent errors during its handling.

### 3. Project title

Use the title (preferably no longer than 200 characters) as indicated in the submitted proposal. Minor corrections are possible if agreed during the preparation of the grant agreement.

### 4. Starting date

Unless a specific (fixed) starting date is duly justified and agreed upon during the preparation of the Grant Agreement, the project will start on the first day of the month following the entry into force of the Grant Agreement (NB : entry into force = signature by the Commission). Please note that if a fixed starting date is used, you will be required to provide a written justification.

### 5. Duration

Insert the duration of the project in full months.

### 6. Call (part) identifier

The Call (part) identifier is the reference number given in the call or part of the call you were addressing, as indicated in the publication of the call in the Official Journal of the European Union. You have to use the identifier given by the Commission in the letter inviting to prepare the grant agreement.

### 7. Abstract

### 8. Project Entry Month

The month at which the participant joined the consortium, month 1 marking the start date of the project, and all other start dates being relative to this start date.

### 9. Work Package number

Work package number: WP1, WP2, WP3, ..., WPn

### 10. Lead beneficiary

This must be one of the beneficiaries in the grant (not a third party) - Number of the beneficiary leading the work in this work package

### 11. Person-months per work package

The total number of person-months allocated to each work package.

### 12. Start month

Relative start date for the work in the specific work packages, month 1 marking the start date of the project, and all other start dates being relative to this start date.

### 13. End month

Relative end date, month 1 marking the start date of the project, and all end dates being relative to this start date.

### 14. Deliverable number

Deliverable numbers: D1 - Dn

### 15. Type

Please indicate the type of the deliverable using one of the following codes:

R	Document, report
DEM	Demonstrator, pilot, prototype
DEC	Websites, patent filings, videos, etc.
OTHER	
ETHICS	Ethics requirement
ORDP	Open Research Data Pilot
DATA	data sets, microdata, etc.

#### 16. Dissemination level

Please indicate the dissemination level using one of the following codes:

- PU        Public
- CO        Confidential, only for members of the consortium (including the Commission Services)
- EU-RES   Classified Information: RESTREINT UE (Commission Decision 2005/444/EC)
- EU-CON   Classified Information: CONFIDENTIEL UE (Commission Decision 2005/444/EC)
- EU-SEC   Classified Information: SECRET UE (Commission Decision 2005/444/EC)

#### 17. Delivery date for Deliverable

Month in which the deliverables will be available, month 1 marking the start date of the project, and all delivery dates being relative to this start date.

#### 18. Milestone number

Milestone number: MS1, MS2, ..., MSn

#### 19. Review number

Review number: RV1, RV2, ..., RVn

#### 20. Installation Number

Number progressively the installations of a same infrastructure. An installation is a part of an infrastructure that could be used independently from the rest.

#### 21. Installation country

Code of the country where the installation is located or IO if the access provider (the beneficiary or linked third party) is an international organization, an ERIC or a similar legal entity.

#### 22. Type of access

- VA        if virtual access,
- TA-uc    if trans-national access with access costs declared on the basis of unit cost,
- TA-ac    if trans-national access with access costs declared as actual costs, and
- TA-cb    if trans-national access with access costs declared as a combination of actual costs and costs on the basis of unit cost.

#### 23. Access costs

Cost of the access provided under the project. For virtual access fill only the second column. For trans-national access fill one of the two columns or both according to the way access costs are declared. Trans-national access costs on the basis of unit cost will result from the unit cost by the quantity of access to be provided.

## 1. Excellence –

### 1.1 *Quality, innovative aspects of the research*

#### • Introduction, state-of-the-art, objectives and overview of the action

The action proposed consists of a multidisciplinary historical research undertaking that combines art history with sensorial studies based on the multifaceted issue of the smell of paint from the mid-18<sup>th</sup> to the mid-20<sup>th</sup> centuries. This project also includes the creation of an olfactory museum device presenting the history of a painter's studio through the reconstitution of its scents.

“Intoxicated by turpentine<sup>1</sup>”. When Marcel Duchamp gave such a name to the painters of his time or when he qualified their creative process of “olfactory masturbation<sup>2</sup>”, the avant-gardist artist not only criticized a traditional way of thinking about the materiality of art, but he also modernized a commonplace of the medical discourse as well as a recurring and significant motif in the 19<sup>th</sup>-century French writings on arts. In fact, the *topos* of paint odour confirms how prevalent the sense of smell was during this great period for the perfume industry, in which the understanding of the importance of hygiene developed in line with medical science. Smells were omnipresent in cultural productions: architects, like Haussmann, worked towards limiting the circulation of undesirable smells, while political cartoonists frequently made visual allusions to foul smells. The prevalence of smells also appears in the reception of art and literature: art critics often mention smells to praise the realism of a painting (in this case, critics describe the representation as so vivid that one could smell the painted flowers or landscape) or to reject it (Courbet's critical reception provides interesting examples of metaphorical arguments based on smells). In literature, too, critics were inconvenienced by smells—significantly, almost all caricatures depicting the naturalist writer Zola made a visual allusion to nauseating smells. In return, many critics commented on the olfactory perception of this naturalist writer, and several doctors wrote on Zola's olfactory acuity<sup>3</sup>.

The growing importance of olfaction also affected the prevailing epistemological models. For instance, the French word *flair*, which designates the animal's sense of smell, changed its meaning and became an instinctive or intuitive ability<sup>4</sup>: alongside the objectivity of sight, which was the dominant paradigm, emerged another epistemological model associating smell and intuition. In medicine, although the use of smell in establishing diagnosis was considered archaic, olfaction was a privileged object of study. For instance, several books were written on smells and feminine sexuality, while scientific literature of the time reveals countless attempts to measure smells<sup>5</sup>. We can thus see that the sense of smell plays a key role not only in social relationships, but also in all fields of knowledge, including science, literature and the arts. However, smell as a sensorial model determining our relationship to the world has been neglected in our age of obsessive deodorization and odourless digital technologies. Issues raised by the olfaction in the making and the reception of art have been particularly disregarded by approaches focusing on the prevalent sense of sight.

In his book *The Foul and the Fragrant*<sup>6</sup>, Alain Corbin brought to light the major importance of references to smell in social stratification and the construction of “the Other” in 18<sup>th</sup>- and 19<sup>th</sup>-century French culture, underlining the prime significance of the sense of smell in the historical understanding of social structures. This book opened a very promising field of studies and has been followed by many studies, mainly by historians, anthropologists and archaeologists<sup>7</sup>. However, none of them focused on the specific issue of the smell of paint in relationship to the social status painters or sitters. Although 19<sup>th</sup>-century art and literary critics praised analysis with olfactory references<sup>8</sup>, contemporary art historians have as yet little studied olfaction, and the lack of studies in art history appears among the grey areas in smell studies that have been pointed out by J. Reinartz<sup>9</sup>. However, the development of olfactory contemporary art that occurred in the 1990s stimulated the research on art and olfaction and led to the publication of many articles and two collections of essays<sup>10</sup>. One of them, titled *L'Art olfactif contemporain*, was co-directed by the philosopher C. Jaquet, who developed a major research project (Agence nationale pour la recherche), named Kôdô, addressing to scientists and art specialists the question of the possibility of smells provoking an aesthetical emotion<sup>11</sup>. In the field of art history, research works

<sup>1</sup> *The Writings of Marcel Duchamp*, Michel Sanouillet et Elmer Peterson (dir.), Cambridge, Da Capo Press, 1989, p. 9.

<sup>2</sup> T.J. Demos, *The Exiles of Marcel Duchamp*, Cambridge, MIT, 2007, p. 59.

<sup>3</sup> Léopold Bernard, *Les odeurs dans les romans de Zola. Conférence faite au cercle artistique*, Montpellier, Camille Coulet, 1902, 29 p.

<sup>4</sup> First occurrence : Émile Littré, *Dictionnaire de la langue française*, Tome II, Paris, Hachette, 1874, p. 1688

<sup>5</sup> Charles Henry, *Les odeurs : démonstrations pratiques avec l'olfactomètre et le pèse-vapeur: conférence du 14 mars 1891*, Paris, A. Hermann, 1892.

<sup>6</sup> Alain Corbin, *Le miasme et la jonquille : L'Odorat et l'imaginaire social XVIII<sup>e</sup>-XIX<sup>e</sup> siècles*, Paris, Aubier-Montaigne, 1982.

<sup>7</sup> Two collections of essays can be mentioned: *Aroma: The Cultural History of Smell*, Constance Classen et David Howes (dir.), Londres, Routledge, 1994 and *The Smell culture reader*, Jim Drobnick (dir.), Oxford / New York, Berg, 2006.

<sup>8</sup> See Édouard Toulouse, *Enquête médico-psychologique sur les rapports de la supériorité intellectuelle avec la névropathie*, Paris, Sociétés d'éditions scientifiques, 1896.

<sup>9</sup> Jonathan Reinartz, *Past Scents: Historical Perspectives on Smell*, University of Illinois Press, 2014.

<sup>10</sup> Jim Drobnick, « Reveries, Assaults and Evaporating Presences: Olfactory Dimensions in Contemporary Art », *Parachute*, n°89, 1998, p. 10-19 ; *Belle haleine: The Scent of Art Interdisciplinary Symposium*, Heidelberg, Kehrer Verlag Heidelberg, 2016., *L'Art olfactif contemporain*, Chantal Jaquet (dir.), Paris, Classiques Garnier, 2015.

<sup>11</sup> She also investigated this matter through the history of philosophy in her book: Chantal Jaquet, *Philosophie de l'odorat*, Paris, PUF, 2010.

usually focus on the visual representations of smells<sup>12</sup>, on the appearance of smells in art<sup>13</sup> or on the transition between the representation of smells and a smelly art that occurred at the very end of 19<sup>th</sup> century<sup>14</sup>. Most of these works mention writing on arts, but little research focuses on the sense of smell in art criticism<sup>15</sup>. As it appears, this research will be the first focusing specifically on the smell of materials used in art.

For this reason, this research will rely on the historical work carried out in on the materiality of painting<sup>16</sup>, a topic much more studied, in particular concerning the impressionists. For instance, A. Callens' book on *Techniques of the Impressionists*<sup>17</sup> provides a wide knowledge of the type of colours painters used during the last quarter of 19<sup>th</sup> century. The investigation on the making of colours<sup>18</sup> gives not only cues to their composition (and, thus, their smell), but also to the methodology, even if they focus on different geographic areas. In addition to these studies, which frequently analyse such sources as catalogues of colour merchants<sup>19</sup>, the study of the composition of paint carried out directly on the material by scientist and curators also tells us about the smell of paint<sup>20</sup>.

About medical concerns regarding the smell of paint, several branches of the history of sciences (history of medicine<sup>21</sup>, of chemistry<sup>22</sup>, of environment<sup>23</sup>) can supply keys to understanding the historical conceptions of the time. Moreover, studies on the history of science such as Lissa Roberts' article, "The Death of the Sensuous Chemist: The 'new' Chemistry and the Transformation of Sensuous Technology"<sup>24</sup>, give important considerations of the way the sense of smell was exercised to base knowledge and critical judgement.

Supporting the need of museums to reach new audiences and develop new exhibition strategies, the research in museology dedicated to the senses is very dynamic<sup>25</sup>. At the Centre for Sensory Studies based at Concordia University (Montreal, Canada), for instance, C. Classen and D. Howe investigate the history of sensorial stimulation in museums<sup>26</sup>, while J. Drobnick and J. Fisher conduct curatorial experiments together with their theorization<sup>27</sup>. Many experiences involving the so-called "low senses" in the museum have been recently carried out in museums, such as *Sensorium* (Tate Britain, 2015), the exhibition *Belle haleine: The Scent of art* (Tinguely Museum, 2015), *Perfume: A sensory journey through contemporary scent* (Somerset House, London, 2017) or *Parfums de Chine* (Musée Cernuschi, Paris, 2018). Even if none of these works and exhibitions is based on the smell of raw materials of art, they will inspire the creation of an olfactory museum device on the smell of the painter studio and provide stimulating examples of collaborations between art historians, scientists and curators. This project will also benefit from the most recent technical research in respect with smells in museum, like, for example, the ongoing dissertation of M. Castel (Paris Sorbonne-Nouvelle) on

<sup>12</sup> Christina Bradstreet, « Wicked with Roses : Floral Femininity and the Erotics of Scent », *Nineteenth-Century World Wide*, vol. 6, n°1, 2007. Mylène Mistre-Schaal (University of Strasbourg) is currently writing a doctoral dissertation on the representations of smells in 18th-century France.

<sup>13</sup> Constance Classen, « Arts and the Senses: From the Romantics to the Futurists », *A Cultural History of the Senses in the Age of Empire, 1800-1920*, Constance Classen (dir.), Londres, Bloomsbury, 2014, pp. 195-199 ; Caro Verbeek, "Surreal aroma's : (Re)constructing the volatile heritage of Marcel Duchamp", *Relief: Revue électronique de littérature française*, vol. 10, n°1, p.133-142.

<sup>14</sup> Denys Riout, « Art et olfaction : des évocations visuelles à une présence réelle », *Cahiers du MNAM*, n°116, été 2011.

<sup>15</sup> Nicole Dubreuil, « Les métaphores de la critique d'art : le « sale » et le « malade » à l'époque de l'impressionnisme », *La critique d'art en France (1850-1900)*, Saint-Étienne, Centre Interdisciplinaire d'Études et de Recherches sur l'Expression Contemporaine, 1989. ; François Sauvagnat, « Du miasme à l'indice : la métaphore ophrésiologique chez Morelli », *Odeurs du monde*, Paris, L'Harmattan, 1998.

<sup>16</sup> Michael Yonan, "Toward a Fusion of Art History and Material Culture Studies", *West 86th: A Journal of Decorative Arts, Design History, and Material Culture*, Vol. 18, No. 2, 2011, pp. 232-248.

<sup>17</sup> Anthea Callen, *Techniques of the Impressionists*, Portland, Orbis, 1982.

<sup>18</sup> Among several books, we can mention: *Historical Painting Techniques, Material and Studio Practice*, Los Angeles, The Getty Conservation Institute, 1995 ; Leslie Carlyle, *The Artist's Assistant: Oil Painting Instruction Manuals and Handbooks in Britain 1800-1900 with Reference to Selected Eighteenth-century Sources*, London, Archetype Publications, 2001 ; *Painting Techniques: History, Materials and Studio Practice*, A. Roy and P. Smith (eds.), London, International Institute for Conservation of Historic and Artistic Works, 1998.

<sup>19</sup> Séverine Sofio, « Les marchands de couleur au XIXe siècle, artisans ou experts », *Ethnologie française*, n°165, 2017, pp. 75-86.

<sup>20</sup> Philippe Walter, *Sur la palette de l'artiste : la physico-chimie dans la création artistique*, Paris, Collège de France / Fayard, 2014.

<sup>21</sup> Richard Palmer, "In bad odour: Smell and its significance in medicine from antiquity to seventeenth century", *Medicine and the five senses*, W.F. Bynum and Roy Porter (eds.), Cambridge, Cambridge University Press, 1993, pp. 61-68.

<sup>22</sup> Eugénie Briot, « Imiter les matières premières naturelles. Les corps odorants de synthèse, voie du luxe et de la démocratisation pour la parfumerie du XIXe siècle », *Entreprises et Histoire*, n°78, 2015, p.60-73. Eugénie Briot, « Le marché français des parfums artificiels au XIXe siècle, entre défiance et démocratisation », *L'industrie chimique en question*, Pierre Lamard; Nicolas Stoskopf. (dir.), Picard, 2010, pp.137-147..

<sup>23</sup> Geneviève Massard-Guilbaud, *Histoire de la pollution industrielle. France, 1789-1914*, Paris, Éditions de l'EHESS, 2010. Alain Corbin, « L'opinion et la politique face aux nuisances industrielles dans la ville préhaussmannienne », *Histoire, Économie et Société*, Vol. 2, n°. 1, Le changement technique contemporain : approches historiques, 1983, pp. 111-118

<sup>24</sup> Lissa Roberts, « The Death of the Sensuous Chemist : The « new » Chemistry and the Transformation of Sensuous Technology », *Studies on History of Sciences*, vol. 26, n°4, 1995, pp. 503-529.

<sup>25</sup> David Howes, "Introduction to Sensory Museology", *The Senses and Society*, vol. 9, n°3, 2014, p.259-267. See also: *The Multisensory Museum : Cross-Disciplinary Perspectives on Touch, Sound, Smell, Memory, and Space*, Nina Levent et Alvaro Pascual-Leone (dir.), Plymouth, Rowman & Littlefield, 2014.

<sup>26</sup> Constance Classen, "Museum Manners: The Sensory Life of the Early Museum", *Journal of Social History*, vol. 40, no. 4, 2007, p. 895-914. Constance Classen and David Howes, "The Museum as Sensescape: Western Sensibilities and Indigenous Artifacts", *Sensible Objects: Colonialism, Museums and Material Culture*, E. Edwards, C. Gosde and R. Phillips (eds.), Oxford / New York, Berg, 2016, p. 199-222.

<sup>27</sup> Jim Drobnick and Jennifer Fisher, "Odor Limits", *The Senses and Society*, vol. 3, n°3, 2008, p.349-360



the exhibition of smells (olfactory devices and documentation of exhibitions) or her forthcoming (nov. 2018) collection of essays on olfactory devices in museum.

Supported by numerous secondary sources and a vast body of historical documents, this research on the recurrent motif of the smell of painting will analyse the interaction between the conceptions of olfaction and those of art by drawing links between practical, medical, material and aesthetical issues. More specifically, several aspects will be investigated: 1) the use of the sense of smell in the making of colours; 2) the medical concerns about smells and their consequences on the practice and conception of painting; 3) the metaphorical uses of the smell of paint in art criticism; and 4) the historical reconstruction of the smell of the painter's studio.

1) Although the fight against paint odours was a major concern, they have not always been noted negatively, because they could dispense a specific knowledge. When painters made their own paint, they often used their sense of smell in the process. For example, in his famous treatise on painting, Roger de Piles describes both the thickness and the smell that has to be reached in the making of a specific colour mixture<sup>28</sup>. In the same vein, most authors recommended that painters be attentive to the smell of turpentine, which could reveal that the raw material had been adulterated<sup>29</sup>.

2) The smell of painting is a commonplace in writings on art, but it also appears recurrently in the medical discourse and dissemination to the general public<sup>30</sup>. Until the end of the 19<sup>th</sup> century, the smell of painting was a major inconvenience for people settling into a new or refurbished home, for the owners of a newly painted artwork or for people posing for their own portraits. At the time, the dangers of fresh paint were well known. These medical warnings had an impact on the conception of the work of the artist as well as on their social status. In fact, manipulating malodorous and dirtying mixtures partly motivated the opposition between the liberal and fine arts, but also between artists and artisans. Moreover, the effects of the smell of paint (especially oil and varnish paint) on the nervous system could cause the abandonment of an artistic vocation. Painters were supposed to be accustomed to the smell of painting, but this habit was often considered in terms of dependency in such a way that the association between painting and drugs persisted until the beginning of the 20<sup>th</sup> century. For instance, Duchamp refers to this addiction when he talks about the “olfactory masturbation” painters would need to start creating. The smell of painting was also an argument marshalled to ban women from indulging in this art. Since they were thought to have weaker and more sensitive nerves, odourless drawings and pastels were regarded as more suitable for them<sup>31</sup>. The inconvenience derived from the smell of painting and the medical caution it generated had a major impact not only on the conceptions of the art of painting, but also on the material culture of the period. For instance, the fear of smell had repercussions on the size and ventilation of the studio. In the 19<sup>th</sup> century, once fully aware of the dangers of chemical scents<sup>32</sup>, the industry of paint was often advertising products scented with additives to mask chemical smells. Moreover, the smells of nature (opposed to those of painting) were also mentioned to promote the practice of painting in the open air.

To deepen and broaden our understanding of the smell of raw materials and the issue of smell in architecture, I plan, in collaboration with Prof. Baridon, a renowned specialist of history of architecture, to organize a study day on the control of smells (domestic smells and raw material) by architecture (18<sup>th</sup> and 19<sup>th</sup> century).

3) Thus, olfaction plays a significant role at different levels in the creation of a work of art, but the sense of smell is also involved in its reception. Mentions of smells are also frequent in the formulation of an aesthetic judgement on art during this period. First, describing the smell of the painter's studio allowed art critics to emphasize their knowledge of the work of painting and personal relationships with artists. For this reason, they valued anecdotes on this issue that could highlight their direct experience of painters' workshops. Moreover, writings on art testify to the presence of numerous metaphors (lexicalized or not) relying on the sense of smell. For instance, Diderot favoured the expression “*sentir la palette*” [smelling like a palette]<sup>33</sup>, which meant that the colours were too bright and should have been softened, while Charles Blanc parodies the religious expression “the door of sanctity” in his book *History of the Painting*. The criticism of pictorial realism, based on the triviality of the subjects, provides numerous examples of texts or satirical drawings developing the fanciful idea that the painting smells of what it represents, relying on the fact that smell always functions as a sign of the substance from which it emanates. Caricatures by Cham or Bertall, for instance, represent people fainting due to the smell of Courbet's painting or looking at his art while putting clothespins on their noses. Often part of a social critique of the figures depicted, the reference to the smell of painting also carries aesthetic conceptions that deserve

<sup>28</sup> Roger de Piles, *Éléments de peinture pratique*, Amsterdam et Léipsick, Arkstée & Merkus, 1766, p.178.

<sup>29</sup> Paillot du Montabert, *Traité complet de la peinture*, Tome 8, Paris, J-F Delion, 1829-51, p. 595.

<sup>30</sup> Armand-Pierre Jacquin, *De la Santé, ouvrage utile à tout le monde*, Paris, G. Desprez, 1771, p. 75. ; Louis Figuier, « Sur les inconvénients et les dangers de l'inspiration des vapeurs d'essence de térébenthine », *L'année scientifique et industrielle*, Louvain, Hachette, 1858, p. 121.

<sup>31</sup> Antoine-François Delandine, *Dictionnaire historique, contenant les vies des hommes illustres*, Tome 26, Paris, Ménard et Desenne, 1821-1823, p. 2.

<sup>32</sup> Geneviève Massard-Guilbaud, *Histoire de la pollution industrielle. France, 1789 – 1914*, Paris, Éditions de l'EHESS, 2010.

<sup>33</sup> *Dictionnaire de l'académie française*, Tome II, 6th Edition, Paris, Firmin, 1835, p.331.



multifaceted and complete analyses. For example, according to an anecdote repeatedly quoted in the 19<sup>th</sup> century, Rembrandt did not tolerate people coming close to his paintings and stopped them from doing so by saying, “A painting is not made to be smelled; stand back: the smell of paint is not healthy<sup>34</sup>”. Intertwining health concerns about smell and aesthetical considerations, the recurrence of this anecdote tells us less about Rembrandt and his painting than about the debates of the time surrounding the aesthetics of detail (which need to be closely looked at) and the progressive normalization of the material conditions for observing paintings, such as their placement in the exhibition space and the spectator’s distance to them. Moreover, from an epistemological point of view, the reference to the smell of painting also implies the possibility of another kind of knowledge of art that would be embodied, intuitive and in opposition to the objective knowledge that one can acquire by “stepping back”. This research project will thus not only provide an unprecedented study of the history of painting, but it will also benefit the history of the senses by exploring new avenues on the articulation between the visual and the olfactory.

4) Dedicated to a wider public, the last aspect of the project will fulfil the important public demand with respect to multisensory experiences in museums and alternatives to digital interfaces. The historical research on the smell of painting and its link with the history of material culture will be implemented in a museum device developed in collaboration with the cultural department of the Fine Arts Museum of Lyon. This pedagogical device will combine explanations concerning the smell of the painter’s studio throughout history with an olfactory reconstitution (harmless and hypoallergenic) of some of the smells mentioned. Raising public awareness of the materiality of art and embodying art history are highly relevant nowadays, in our age of odorless digital technologies, when artworks are most often known through photographic reproductions displayed on smooth, flat, bright screens.

To deepen the reflection and stimulate exchanges on this timely issue, I will organize an international symposium on the senses and the arts in historical reconstitutions in collaboration with Prof. Raux and Dr. Pardoën (Maison des sciences de l’homme, Lyon) with the support of an international scientific committee. Several current studies investigate the matter of the senses in historical reconstruction, for instance, at the A. Koyre Centre (EHESS) for history of sciences and techniques. However, this conference will emphasize the specific challenges of historical reconstruction in art. Speakers from different disciplinary backgrounds will share their experiences to develop innovative strategies in public engagement and historical experimental research in art.

- **Research methodology and approach**

"Multidisciplinary" is the keyword of the methodology chosen for this project. The innovative aspect of this research combines the methods of art history, history of sciences, cultural history and historical anthropology of the senses. It will also include a large variety of primary sources, including texts (medical treatises, technical treatises on painting, art criticism, advertising, doctoral thesis in medicine, etc.), archives (paint merchants, industry, etc.), visual documents (caricatures, representations of artists’ workshops, etc.), but also aspects of material culture (paint and varnish or gestures associated with them, etc.). To collect all this material, I will combine a systematic search of online databases (Gallica, etc.) with library research (Wellcome Library, etc.). Then, I will analyse this corpus of sources using in particular the skills acquired during my university training in literature and art history.

The state of the art in sensorial studies demonstrates that smell, like other senses, is largely a cultural construction and is consequently historically determined. For this reason, periodization is meaningful, and the research has to be chronological. In fact, even if the history of conceptions and representations requires different chronological divisions than those involved by the history of colour-making techniques, this research project will deal with historical tendencies within the period under study. This period starts with the beginnings of art criticism (mid-18<sup>th</sup> century), the critical judgement of which is often based on olfactory metaphors. It covers a wide range of techniques such as personal innovations of painters who mixed their own pigments, the invention of artificial pigments and the industrialization of the paint tube in the middle of the 19<sup>th</sup> century, and the reconsideration of the prevalence of painting as an artistic medium by the avant-garde of the first half of the 20<sup>th</sup> century. Moreover, this period is particularly important from the point of view of the history of olfaction. This period is characterized by a transformation of practices and uses of perfume, which began during the 18<sup>th</sup> century (*eau de cologne*, for instance, created in 1706) and led to an extraordinary technical and commercial development of the perfume industry. The 19<sup>th</sup> century is also identified by its major valorisation of hygiene and its obsession with banishing miasma from cities<sup>35</sup>. Thus, many new developments occurred during this period in terms of the material culture of painting, writing about the arts and conceptions and practices of olfaction. This project seeks to underscore the specificities of their articulation through history.

<sup>34</sup> Paillot de Montabert, *Traité complet de la peinture*, Tome VIII, Paris, J.-F. Delion, 1829–1851, p. 257.

<sup>35</sup> David S. Barnes, *The Great Stink of Paris and Nineteenth-Century Struggle against Filth and Germs*, Baltimore, Johns Hopkins University Press, 2006.

The secondary sources and my own experience of research allowed me to identify the main aspects of a methodology for this project. The concept of the “sensitivity threshold” developed by cultural historians such as Prof. Vigarello will allow me to comprehend what is at stake in the various tolerance levels of people exposed to the smell of painting. Moreover, I will exploit some aspects of the methodology developed during my PhD dissertation on the notion of detail, concerning, for example, the balance between a close viewpoint and more general considerations. However, this research on the smell of painting is completely new and needs to be accompanied by in-depth research on specific historiographical tools. In this exemplary case of training-through-research, a precise formulation of the methodological and theoretical options will be constantly discussed with my advisor and improved alongside the historical research. In this matter, I anticipate many challenges, such as managing the epistemological gap between the study of the conceptions of the smell of painting and the metaphorical uses of the reference to the smell of art. Addressing this issue will require demonstrating in a convincing way, through in-depth cross-disciplinary analyses, that the rich network of olfactory metaphors is strongly connected to the cultural history of olfaction and to the material culture of painting.

Another epistemological gap lies in the difference between the study of the historical conceptions of the smell of painting and how paint and varnish actually smelled at this time. The project will focus on the first aspect, but the museum device dedicated to the public, although based on the history of the sensibility to the smell of painting, will be supported by the reconstitution of how a painter’s workshop might smell in the middle of the 18<sup>th</sup> century or at the end of the 19<sup>th</sup> century. The proposed collaboration with the fragrance industry and its tools (spectrometry, composition, etc.) will emphasize the historical interest of the research. As was demonstrated by the ground-breaking reconstitution experience of *The Shop of Gersaint* directed by Prof. Raux in virtual reality, reconstitutions introduce new questionings and lead to different kinds of knowledge grounded in the materiality of the work of art. From this perspective, the preliminary research for the development of the olfactory device can be seen as a methodological experiment.

- **Originality and innovative aspects of the research programme**

As demonstrated in the state of the art, art history (and more broadly, visual culture) has rarely been studied through the prism of the “low senses”, but the originality of this project rests on deeper foundations. In fact, the in-depth analysis of the conceptions attached to the smell of painting over two centuries of history will indubitably bring new perspectives to art history, material culture and the history of the senses. But this project also aims to demonstrate that this approach, far from being eccentric, is particularly relevant for this period and holds great potential. It will show how important olfaction was in the epistemological models of the time and how it affected, consequently, contemporary thinking about art. This project will thereby provide a new and promising perspective on arts that can be seen as an endogenic category.

Methodologically, too, the originality of this project does not only consist of a not-yet attempted combination of approaches, but the elaboration of specific but transferable historiographical tools will also be an important contribution to the area. For example, the articulation between sight and smell provides new perspectives on the nature of knowledge with respect to art (objective/intuitive) and its aesthetical evaluation, and thus on its definition, through history. Bringing up the history of the senses in the study of art history will also unearth new problems and new types of interactions between art and history. It will both contribute to open new perspectives on art history and will provide a significant contribution to the history of the senses. For instance, this study will bring new periodization and chronological divisions to the history of olfaction, which until now has been benchmarked by the history of hygiene as a science. Moreover, this research will provide historical foundations supporting the reflections of the numerous artists, art critics or even curators interested in developing olfactory contemporary art.

The development of a museum device based on the smell of painting is also very innovative. Several museums, including the MB-A of Lyon, have already used smells to enhance the visitor’s experience, but all these devices were developed in relationship to the subject of the work of art (flowers, etc.). Concerning rather the smell (and, thus, materiality) of paint, this device will be unconventional and highly transferable to other museums. It will also provide new insights on the history of art, improving the visibility of collections as well as the work of painting restorers.

- **Multidisciplinary and gender aspects of the action**

This project is inherently multidisciplinary and brings new intersections between the disciplines and fields of the humanities, but it also involves new technologies and sciences. The elaboration of the museum device will require collaborative work with a chemist from the olfactory industry for the reproduction of smells (see 1.2). In addition, this project will involve the acquisition of translatable skills on technologies in a museum context. Moreover, this project will renew the interdisciplinary dialogue between art history and museology, because it involves a transfer of knowledge and skills between academic historical research and the cultural service of a museum and will involve collaborative work with trained museum staff (curators, administrators, etc.).

As the project description shows, given that conceptions on sensitivity to smells and medical discourse were highly gendered in history, the research project will deal with major gender issues and will contribute to this field of studies.

- **Explain how the high-quality, novel research is the most likely to open up the best career possibilities**

Working at the *Laboratoire de Recherche Historique Rhône-Alpes* (LARHRA, Lyon 2) on this project will be a decisive turn in my career that will allow me to become a leading specialist in an emerging and promising field of research. Joining this team will considerably increase my chances of success with respect to a European Research Council consolidator grant and a permanent research position at the *Centre national de la recherche scientifique* (CNRS, France) for which I will apply with the support of the LARHRA. As an art historian, I will also benefit from my collaboration with the Fine-Arts Museum of Lyon, which will open up new career opportunities thanks to training provided on each aspect of the project (public engagement, museology, project management, management of the sponsorship, etc.).

## 1.2 - *Quality and appropriateness of the training and of the two-way transfer of knowledge*

- **New knowledge gain during the fellowship at the hosting institution**

The LARHRA provides a remarkable context to implement a training-through-research strategy. It will effectively contribute to the achievement of each strand of my project. Created in 2003, this research unit of the CNRS gathers around 100 researchers and 140 PhD students from four research institutions (Lyon 2, Lyon 3, Grenoble 2, ENS de Lyon). It is, however, a structure on a human scale with a collegial atmosphere. Based at the University Lyon 2 and hosted by the Institute of Humanities and Social Sciences, this unit is divided into six axes, including ArtIS, dedicated to the relationship between arts and society. The LARHRA also favours transversal perspectives; besides a “digital hub” and workshops dedicated to gender studies, it developed a seminar on sound and images to which I am invited to present my research in March 2018. This new orientation towards the history of the senses is particularly relevant for my project and makes my profile valuable for the LARHRA.

My project will benefit from all the specializations developed at the LARHRA (Elisa Andretta in history of sciences or Pascale Ancel in museology, for example). The LARHRA will give me the opportunity to exchange and test my hypothesis while I communicate during seminars and meetings. First, the expertise of the historians of the LARHRA will greatly help me improve the historiographical dimension of my project. Because my research seeks to elaborate methodological and theoretical propositions on the history of the senses, it will be advantageous to work in a team of experienced historians engaged in critical reflection on their own practice of history. The LARHRA demonstrates a commitment to thinking about the making of history through research initiatives such as the ANR project *Histinéraires*, which is dedicated to the analysis of current research in history by French academics. My project will thus strongly benefit from my active participation in the numerous seminars organized by the LARHRA that will keep me in permanent dialogue with the team of researchers. Moreover, if my research project is strongly linked to the general orientations of the research unit, that it will complement. It will be specifically integrated into the axis ArtIS, headed by Prof. Raux, in which many art historians are experts of related issues such as Prof. Claustres, an authority in the study of material culture, Prof. Baridon, renowned specialist of history of architecture and visual culture or Prof. Bonnet, experienced specialist of the artist’s conceptions and representations in 19<sup>th</sup> century.

Working with Prof. Raux will ensure my high-level training. She is internationally recognized as a leader in her field and has managed several ground-breaking interdisciplinary projects involving digital technologies and augmented reality (see 1.3), but she has also, above all, a very inspiring personality and shows an open and generous attitude. I will rely on her expertise on historical reconstitutions, material culture, and 18<sup>th</sup>-century French art history. I fully trust her critical thinking and her innovativeness to support me in the improvement of my approach and to enhance my research career. To monitor progress in my research in relationship to the objectives set out in the Gantt chart, I will discuss it at least once a month with Prof. Raux. Moreover, I rely on Prof. Raux’s experience in research and collaborative work (including with museums) to improve my skills as a project manager, help me to outline new theoretical options concerning the history of the senses and create an innovative museum device. This strand of my project will also benefit from her great expertise on historical reconstitutions as well as from the experience of Dr Pardoën, a specialist of the reconstitution of historical soundscapes, who has worked in close collaboration with Prof. Raux on the project of the reconstitution in virtual reality of the *Pont neuf* [New Bridge]. Her commitment to historical reconstitution, her experience in collaborating with museums and her specialization in sound studies make her a particularly valuable resource.

Sophie Onimus-Carrias, curator and head of the cultural department, will supervise my three-month journey at the MB-A of Lyon. This time will be dedicated to the acquisition of the skills required to build the museum device. In this regard, I will greatly benefit from her experience in public engagement and especially in involving olfaction in the public experience of the museum. In fact, to generate the interest of a wide range of visitors (including newcomers, the visually impaired, etc.), the cultural service implements strategies such as multidisciplinary and multisensory approaches to art

and introducing art through music and dance as well as smells. For this purpose, the museum developed a partnership with Givaudan, one of the global leaders of the fragrance industry, which provides scents and sponsors these actions. This makes the MB-A of Lyon the best place to implement my project, upgrade my skills as a project manager and undertake sponsorship management.

Lastly, I am confident that my project will considerably benefit from the participating organizations due to the warm reception they have given it. When I met for the first time Prof. Raux and D<sup>r</sup> Pardoën, two years ago, they both showed enthusiasm for my approach in general and this project in particular, as did Prof. Baridon, with whom I already had several opportunities to collaborate. Dr Onimus-Carrias did not hesitate to support my project and saw immediately how it could fit the vocation of her service. In brief, I have already received enough encouragement and advice to be sure that my project will be fully supported by the LARHRA and the MB-A of Lyon during the fellowship.

- **Outline the previously acquired knowledge and skills**

I have a unique and diverse background, with university training in art history, literature and theatre studies acquired in France, Portugal, Canada and Belgium. I have had more than six years of experience as a funded researcher since I obtained my PhD degree. The French national university council (CNU) recognized my ability as a researcher and a university teacher in four different academic areas: French literature, comparative literature, art history and aesthetics. I also have a broad professional network in Europe and North America and significant experience in collaborative research work, including the co-writing of scientific papers.

During my PhD and through three postdoctoral fellowships, I developed an expertise on 19<sup>th</sup>-century French visual culture and on writings on art (I am currently finalizing a critical anthology of Belgian writings on photography). I have also already undertaken specialization in the history of the senses (around 12 scientific articles on the history of smell). I developed a strong network of scholars specializing on olfaction along with my organizational skills by co-organizing several conferences such as an international and interdisciplinary conference on *Mediality of Smells* (June 2018, Maison française / University of Oxford).

The LARHRA and the museum will greatly benefit from the specialization on the history of the senses and in particular of olfaction that I have developed thus far. My project brings to the museum new perspectives and new ways to improve their educational use of olfaction and thus to reinforce the links with their sponsor, Givaudan. Despite its success (356 000 visitors in 2017), the MB-A of Lyon, like all museums, faces the challenge of increasing and maintaining visitor numbers as well as having a social and educational impact.

### 1.3 *Quality of the supervision and of the integration in the team/institution*

- **Quality of the supervisor**

Prof. Sophie Raux managed the project *Art Markets in Europe 1300-1800. Emergence, Development, Networks* (<http://www.artmarkets.eu>) from 2008 to 2012. Funded by the Agence Nationale de la Recherche, this project brought together researchers in art history, economic and social history, or economics, coming from twelve institutions or research organizations, both European and American. Following up on this programme, she is running an experimental visualization project meant to provide synthetic visual form for information and data about agents and places of the art markets during the Ancien Régime. More specifically, she is working with a collaborative team bringing together computer scientists, graphic designers, and specialists in communication sciences, on the digital reconstruction of the former houses of the bridge Notre-Dame in Paris, in the beginning of the 18<sup>th</sup> century, with a strong focus on Gersaint's shop, the most famous picture dealer settled on the bridge. From 2010 to 2012, she co-directed with Daniel Desbuisson the research programme *Visual Studies*. Moreover, since 2011, she is the scientific head of the *Sciences et Cultures du Visuel* programme, a one-of-a-kind research cluster in France, bringing together scholars from Human and Social Sciences, Cognitive Sciences, Computational sciences, as well as artists and representatives of creative industries. Her latest monography (2017) deals with the circulation of art objects by means of lotteries in the Old Low-Countries.

Sophie Onimus-Carrias graduated from the *École du Louvre* and from the National Heritage Institute (France). Curator for cultural heritage, she has been head of the cultural service of the Fine Arts Museum of Lyon (around 15 employees) since 2013, managing, supervising, motivating and coordinating a team of 12 cultural mediators in close collaboration with the collection curators. Responsible for the implementation of cultural events and the development of numerous educational projects at the museum, she is highly experienced in public engagement.

- **Hosting arrangements**

At the LARHRA, I will benefit from close supervision of Prof. Raux as well as from the expertise of Prof. Baridon and another senior researcher who has agreed to act as an interdisciplinary monitoring board during my fellowship. I will take part in the team meetings and collaborative projects or events (seminars, conferences, etc.) of a major research unit, which will allow me to extend my professional network. Because I am convinced that exchanges with young researchers



are beneficial for both sides, I will also attend the workshops organized for PhD students, as promoted by the LARHRA. Moreover, I will reinforce an already existing collaboration between the LARHRA and the MB-A of Lyon, which will facilitate my integration into this institution. In the museum, I will work like Dr Onimus-Carrias in close collaboration with the other services of the museum, and in particular with Dr Virassamynaïke, curator of ancient painting.

The board of the LARHRA recently elected me an associate researcher. To facilitate my integration, I will also be assigned an office, and I will have a personal page on the website of the LARHRA.

#### **1.4 Capacity of the researcher to reach or re-enforce a position of professional maturity/independence**

I believe my publication list, engagement in scientific events and scientific responsibilities attest to my integration into the international scientific community and my ability to connect different areas of expertise. During three postdoctoral fellowships, I worked on my own research projects, demonstrating my independence and capacity to take up ambitious scientific projects, integrate new research teams and carry out scientific collaborative work. My international and multidisciplinary background not only shows that I am able to adapt and develop new skills and knowledge, but it also shows how much I enjoy it. For instance, despite my training in French studies, I am currently working on a project on Belgium, which is a very different political and cultural context (especially concerning the editorial landscape). This research project requires that I acquire new knowledge and skills that will enhance my research profile and support the fulfilment of my professional objectives. More specifically, this research project will allow me to extend the periodization of my research (until now, my research mainly focused on the second half of the 19<sup>th</sup> century and my teaching on the first part of the 20<sup>th</sup> century). This project will give me the opportunity to improve my knowledge of the 18<sup>th</sup> century and open up my historical perspective. Finally, this project will reinforce my commitment to public engagement and, more specifically, will provide me with specific skills concerning museum olfactory devices. All this will allow me to attain a leading position in the area of art and sensory studies.

## **2 – Impact**

### **2.1 Enhancing the potential and future career prospects of the researcher**

The skills and knowledge gained during the fellowship will be an asset to reaching my professional objectives. First, the outcomes of this project and the professional training in a museum will increase my prospect of a tenure track position. Moreover, this experience in a French institution (I have worked only six months in France since 2001) will increase the persuasiveness of my candidacy in this country and reinforce my specialization in French studies. The experience in a museum involving collaboration with the fragrance industry could also open possibilities of intersectoral collaborations outside the academic area. This project will also become the starting point of further research on olfaction and art history, which, in addition to improved project management skills, will enable me to apply for permanent research positions at the CNRS (France) and for funding such as the Humboldt Fellowship (Germany) and the ERC grants programme. Finally, the scientific outcomes of this project will be the first strand of my application to the HDR, a French requirement in applying for full professor positions.

### **2.2 - Quality of the measures proposed to exploit and disseminate the action results**

This research project will lead to the publication of a book (around 200 pages long). Written in French, it will be submitted to the competition at the Scholarly Publications Program (Federation for Humanities and social sciences, Canada), which funds translation between French and English for Canadian scholars. First, a book will have a broader and more sustainable impact and will be discussed through reviews. Moreover, I believe it necessary to develop the argumentation on a large scale, through a large historical period, to effectively situate the importance of the smell of painting into art history and cultural studies in general. Writing a book in two years is ambitious, but it is consistent with the volume of scientific papers I produced during the last years.

The study on smell and architecture as well as the international conference on sensory historical reconstruction in art will be both supported by the LARHRA and will allow me to present my research (on the medical concerns about the smell of domestic paint and on the historical recreation of the smell of paint), broaden my network and develop research on this promising field. These events will give me and the LARHRA opportunities to start collaborations with, for instance, the team working on olfaction and virtual reality at the *Swiss Centre for Affective Sciences* or the curators of the *International Museum of Perfume*.

I will take part in the activities of the LARHRA, giving lectures on my research at each step of the project in seminars such as those on sound and image. The main thesis of each chapter will also be presented at international conferences such as the annual conference of the Association for Art History (UK) or the congress of the College Art Association (USA). I will also give lecture in the seminars organized by the research groups I belong to in Canada (*Figura*) and in Belgium (*Cultures sensibles*), adapting to the context the research carried out for the book. By means of these communications in French and English, I will receive feedback from a wide range of scholars.

The result of this research will be broadly advertised to allow colleagues to build on it. I will make my papers accessible to the public through HAL open archives, a website on which academic publications are accessible for free, in respect of intellectual property rights. The scientific events will be broadly advertised online, in particular on the website of the LARHRA and on the blog dedicated to the research on olfaction (*Cultures olfactives*) that I am currently creating to reinforce the network on smell studies.

### **2.3 - Quality of the measures proposed for communicating the activities to various target audiences**

This research on the smell of paint will also be disseminated among a wider public thanks to the olfactory museum device accompanied by a small booklet that will explain the nature of odours given to smell. It will be publicly presented at the Fine Art Museum of Lyon. The service of mediation of the MB-A will help me make my communications on this matter (booklet and lectures) accessible to a broad public. A project will also be submitted to the European Researcher's Night with the LARHRA and MB-A of Lyon teams. The anticipated impact is an increase in the number of visitors at the museum and significant media coverage of this initiative. In respect with this matter and the preparation of the press kit, I will rely on the highly qualified communication department of the museum. Finally, this project aims to be exploitable, because it can be transferable to all painting exhibitions in other museums. To stimulate the interest of the public on this issue, I will also give a public lecture (available on the museum website) deepening the content of the booklet.

## **3. Quality and Efficiency of the Implementation –**

### **3.1 Coherence and effectiveness of the work plan Appropriateness of the allocation of tasks and resources**

The work plan has been designed to facilitate the interaction between the different work packages (especially between the historical research and the conception of the device). It follows the chapter divisions of the upcoming book and is adapted to predictable constraints (annual closing of the library, closing date of applications, etc.). The LARHRA will be in charge of the formal supervision: outside of my participation to seminars, I will discuss my work with Prof. Raux each month and submit each chapter of my book to the monitoring board made up of Prof. Raux, Prof. Baridon and another senior researcher. Prof. Raux, who already collaborated with the MB-A and other museums, will also guide me in my relationship with the museum. Concerning the realization of the olfactory device, I will be involved in the decision process, but the museum and its sponsor Givaudan will take care of the technical aspects of the project, while I will be responsible for the historical research and the content of the booklet. I will also rely on the museum in respect to communication and the strategy of mediation. The financial aspects of the project mainly concern living and mobility costs (covered by the fellowship). Private partners of the MB-A of Lyon (in particular Givaudan) will sponsor the costs of the museum device. The cost of the study day will be borne by the LARHRA, while the international conference will be funded by the IDEXLYON scheme.

### **3.2. Appropriateness of the management structure and procedures, including risk management**

I will be responsible for the management of the project, but the concrete financial management will be undertaken by the Lyon 2 International Service. The monitoring of my research and training has been planned with Prof. Raux. Exploratory research has given me full confidence that there is enough material to write a book on this topic, and I have several options for finding an editor. All primary and secondary sources are accessible. However, I may not find sufficiently precise information on the composition of the paint at a given time to evaluate its smell. If this is the case, I will rely on the restoration team of the MB-A and its equipment. If the making of the olfactory device exceeds the duration of the fellowship, I will have done the historical research and prepared the booklet, so the project could be delayed. In the meantime, even without olfactory support, it will still be possible for me to give lectures on this topic at the museum to a broad audience. Concerning the olfactory device, it is important that it does not inconvenience the visitors, which is at risk with the smells that will be imitated. For this reason, olfactory devices have to confine the smell in a perfumed object, like a little box, for instance, that each visitor will be able to smell or pull away from at his or her convenience. In accordance with current legislation, the risks of allergy associated with the smell of paintings artificially reconstituted will be undertaken by the fragrance company responsible for their making. Finally, concerning the funding of the international conference, we will apply to the IDEXLYON 12 months in advance to make sure it will be possible to renew the application (until three months before the event) or to find other funding.

### **3.3 Appropriateness of the institutional environment (infrastructure)**

Both the LARHRA and the MB-A of Lyon will provide me with all necessary facilities (office, libraries, computer equipment, etc.) and have strong management structures. The LARHRA has extensive experience in managing major funding. Characterized by its wonderful art collection (more than 2000 paintings) and its 17<sup>th</sup>-century building, the MB-A of Lyon is one of the principal museums in France. My project will benefit from its facilities, equipment and human resources (communication, mediation) for public events.

### 3. 1 Gantt Chart reflecting work package, secondments, training events and dissemination / public engagement activities

Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
WP1																								
WP2					D.2.1 D.2.2	M2.1																		
WP3									D3.1		D3.2	M3.1												
WP4																		D4.1	D4.2 M4.1					
WP5																								M5.1
WP6							M6.1							M6.2						M6.2				D6.1
WP7						D7.1							D7.2											
WP8													D8.1			M8.1								D8.2
WP9						M9.1						M9.2		D9.1			M9.4						M9.4	
<b>WP1: Document collection during the low attendance period</b> (Bibliothèque nationale de France, Archives nationales).													<b>WP6: Secondment</b> (Lyon Museum of fine arts) Project follow-up, including communication in collaboration with the team of the museum and the sponsor (Givaudan) Three one-month stay at the Museum: 1) Contact with the team and sponsor, definition of the strategy of public engagement, proposition concerning the smells (M6.1); 2) Creation of the artificial smells based on research for chapter 1 & 2 (M6.2); 3) Finishing of the project, preparation of the booklet and conferences (M6.3). Presentation of the device to the public and media, conferences at the museum (D6.1).											
<b>WP2: Book chapter 1</b> ( <i>Use of smell in the making of colours</i> ). Research and Writing; Presentation of the main thesis of the chapter at the LARAH seminar (Axis “Art, Image, Society”) (D2.1); Presentation of the chapter to the monitoring board (D2.2); Discussion with the monitoring board and readjustment of the chapter (M2.1).													<b>WP7: Study day</b> ( <i>Smells and architecture</i> ) Preparation of the call for paper in collaboration with Prof. Baridon (D7.1); Event (D7.2).											
<b>WP3: Book chapter 2</b> (Medical concerns about smells and their consequences). Research and Writing; Presentation of the main thesis of the chapter at the annual conference of Association for Art History, UK (D3.1); Presentation of the chapter to the monitoring board (D3.2); Discussion with the monitoring board and readjustment of the chapter (M3.1).													<b>WP8: Conference</b> ( <i>Art, senses and the historical reconstruction</i> ) Follow-up of the project in collaboration with the LARHRA; Preparation of the call for paper in collaboration with Prof. Raux and application for the IDEXLYON funding scheme (D8.1); Result of evaluation (M8.1); Event (D8.2).											
<b>WP4: Book chapter 3</b> (metaphorical uses of the smell of paint in art criticism) Research and Writing; Presentation of the chapter to the monitoring board (D4.1); Presentation of the main thesis of the chapter at the annual conference of the College Art Association, USA (D4.2); Discussion with the monitoring board and readjustment of the chapter (M4.1).													<b>WP9: Communication, dissemination, public engagement</b> Diffusion of the study day CFP (M9.1) and programme (M9.2); Diffusion of the conference CFP (M9.3) and programme (M9.4), European Researcher’s Night (D9.1).											
<b>WP5: Finishing of the book</b> Introduction, conclusion, final corrections, index, bibliography, etc. Submission of the manuscript (M5.1)																								

**Part B-2 Section 4 - CV of the experienced researcher (Érika Wicky)**

• **Academic path**

**Postdoctoral fellowships**

- EURIAS fellow – Collegium de Lyon – Institute for advanced studies (France) (01/10/2018 – 31/07/2019)  
Research: *Olfaction and 19th-Century French Visual Culture*
- Postdoctoral fellow *Fonds national pour la recherche scientifique* (Belgium) at Université de Liège (01/10/2015- 30/09/2018) Research: *Les écrits sur la photographie belge (1839-1905) : corpus, histoire et enjeux*, with Prof. Marc-Emmanuel Mélon.
- Postdoctoral fellow, Université Rennes 2, France (05/01/2015 – 05/07/2015) Research: *Écrire le paysage photographique au XIX<sup>e</sup> siècle*, with Prof. Jean-Pierre Montier.
- Postdoctoral fellow, Department of Art history, Université du Québec à Montréal, Canada (01/06/2011- 31/05/2014) Research: *La reproduction photographique de tableaux au XIX<sup>e</sup> siècle : un « degré d'art en plus » ?*, with Prof. Vincent Lavoie.

**Education**

- PhD in Art history (01/04/2011) with one-year propaedeutic period Université de Montréal (Canada) Under the supervision of Prof. Nicole Dubreuil. Members of the examination committee: Professors Michel Pierssens (Université de Montréal), Françoise Lucbert (Université Laval), Philippe Ortel (Université de Toulouse Le Mirail). Remarks from examination committee: *Excellent*
- Master in Theatre Studies (15/09/2002), Université Michel de Montaigne – Bordeaux III (France) Erasmus exchange with the Conservatorio Nacional de Teatro (Lisbonne, Portugal)
- Master in French Literature (15/09/2001), Université Michel de Montaigne – Bordeaux III (France)

• **Publications**

**Publications in peer-reviewed peer-reviewed scientific journals (selection)**

- “L’Oeil, le goût, le flair: les competences sensorielles du collectionneur fin-de-siècle”, *Sociétés & Représentations*, n°44, 2017.
- Oberhuber, Andrea and Érika Wicky, “Du mauvais usage des parfums : Chérie empoisonnée par le musc et l’héliotrope”, *Cahiers Edmond et Jules de Goncourt*, n°23, 2016.
- “Le portrait photographique : des *trivialités du visage* à la *ressemblance intime*”, *Romantisme*, n°176, 2017.
- “Grammaire olfactive: les parfums au pluriel”, *Sociabilités du parfum, Littérature*, n°185, March 2017.
- Perras, Jean-Alexandre and Érika Wicky, “Introduction”, *Sociabilités du parfum, Littérature*, n°185, March 2017.
- “La *cuisine* du photographe : un imaginaire pictural de la matière photographique”, *RACAR* (Revue d’art canadienne / Canadian Art Review), vol. 40, n°1, Spring 2015.
- “Ce que sentent les jeunes filles”, *Romantisme*, n°164, Septembre 2014.
- “La peinture à *vue de nez* : la juste distance du critique d’art de Diderot à Zola”, *RACAR* (Revue d’art canadienne / Canadian Art Review), vol. 39, n°1, Spring 2014.
- Bouchard, Karine and Érika Wicky, “Description et olfaction de l’art contemporain : les mutations de la critique d’art”, *Marges, revue d’art contemporain*, Special Issue, April 2014.
- “Les “degrés d’art” de la reproduction de tableaux: Proust et les prémices de l’industrie culturelle”, *Image and Narrative*, vol. 15, n°1, March 2014.
- Perras, Jean-Alexandre and Érika Wicky, “La sémiologie des odeurs au XIX<sup>e</sup> siècle: du savoir médical à la norme sociale”, *Études françaises*, vol. 49, n°3, 2013.
- “Les arts visuels dans la genèse de Salammbô”, *Flaubert et la peinture*, Gisèle Séginger (dir.), Paris, Minard Lettres modernes, Série Flaubert n°7, 2010.

**Research monographs, chapters in collective volumes (selection)**

- Érika Wicky, *Les paradoxes du détail : voir, savoir, représenter à l’ère de la photographie*, Rennes, Presses Universitaires de Rennes, Collection «Æsthetica », mai 2015.
- « Perfumed Performances: The Reception of Olfactory Theatrical Devices from the Fin-de-siècle to the Present Day », *Deep Time of the Theatre: Media Archaeological Approaches to Intermediality in Performance*, Nele Wymans (ed.), Basingstoke, Palgrave Macmillan, forthcoming in 2018.
- « Les parfums de l’Ancien Régime : Persistance et représentations au XIX<sup>e</sup> siècle », *Le siècle de la légèreté : émergences d’un paradigme du XVIII<sup>e</sup> siècle*, Marine Ganofsky and Jean-Alexandre Perras (eds.), Oxford, Oxford University Studies on Enlightenment, forthcoming in 2019.
- “Détail” in *Dictionnaire Flaubert*, Gisèle Séginger (dir.), Paris, Honoré Champion, 2017.



## PaintOdor – Standard EF

- “Les femmes du XVIII<sup>e</sup> siècle selon les Goncourt : Détails, anecdotes et parfums” in *Les Goncourt historiens*, Éléonore Reverzy and Nicolas Bourguinat (eds.), Strasbourg, Presses universitaires de Strasbourg, 2017.
- “Nadar rédacteur en chef et critique d’art: Genèse d’un grand nom” in *L’Artiste en revue*, Laurence Brogniez, Clément Dessy and Clara Sadoun-Édouard (dir.), Rennes, Presses universitaires de Rennes, forthcoming in 2018.
- “Écrire le paysage photographique, photographier la poésie du paysage au XIX<sup>e</sup> siècle” in *Les inventions photographiques du paysage*, Pierre-Henry Frangne and Patricia Limido (eds.), Rennes, Presses universitaires de Rennes, 2016.
- “Courbet et la critique d’art: Inconvenance des sujets et conventions picturales” in *Le convenable et l’inconvenant dans la littérature française du XIX<sup>e</sup> siècle*, Véronique Cnockaert and Sophie Pelletier (eds.), Montréal, Cahiers Figura / Presses Universitaires du Québec, 2015.
- “L’œuvre d’art à l’épreuve du cadrage photographique” in *La mécanique du détail: approches interdisciplinaires*, Livio Belloï et Maud Hagelstein (eds.), Lyon, ENS Éditions, 2013.
- “Représentation et vérité historique: la réception du panorama de Solferino (1865)” in *Les Spectacles de l’histoire*, Julie Verlaine (ed.), Rennes, Presses universitaires de Rennes, 2012.

## **Conference proceedings**

- Septembre Tiberghien et Érika Wicky, « L’olfaction au musée: le point de vue des *Sensorial Studies* », *Les dispositifs olfactifs au musée*, Mathilde Castel (ed.), Paris, Le Nez Éditions, forthcoming 2018.
- “La caricature et le portrait photographique sous le Second Empire”, *L’Image railleuse*, Institut national d’histoire de l’art, Laurent Baridon, Frédérique Desbuissons and Dominic Hardy (eds.), forthcoming in 2018 [online].
- « L’art olfactif contemporain, ses médias et leurs inventions fin-de-siècle », *L’invention littéraire des médias*, Thomas Carier-Lafleur, Servanne Monjour, Marcello Vitali-Rosati (dir.), *Sens public*, 2018 [en ligne].
- “L’avenir de la peinture à l’ère de la photographie”, *Le XIX<sup>e</sup> siècle au futur*, VII<sup>e</sup> congress of Société d’études romantiques et dix-neuviémistes, Claire Barel-Moisson and Aude Deruelle (eds.), 2017 [online].
- “Le portrait photographique d’écrivain vu par la presse du XIX<sup>e</sup> siècle”, *L’Écrivain vu par la photographie*, Conference of Cerisy-la-Salle, David Martens, Jean-Pierre Montier et Anne Reverseau (eds.), Rennes, Presses universitaires de Rennes, 2017.
- *L’odeur du cuir ou l’indéfinissable genre du parfum*, XVIII<sup>e</sup> Conference of Invalides « ...et les femmes », Jean-Jacques Lefrère and Michel Pierrens (eds.), Tusson, Le Lérot, 2015.

## **Editorial work**

- *L’Esprit créateur*, Portraitomanie: Intermediality and the Portrait in 19<sup>th</sup>-century France, Érika Wicky et Kathrin Yacavone (eds.), John Hopkins University Press, n°59, forthcoming in March 2019
- Ut photographia poesis: la métaphore entre littérature et photographie, Jean-Pierre Montier and Érika Wicky (eds.), *Revue de photolittérature*, n°1, 2017.
- Sociabilités du parfum, Jean-Alexandre Perras and Érika Wicky (eds.), *Littérature*, n° 185, March 2017.
- Projeter / Projecting, Larisa Dryansky and Érika Wicky (eds.), *Intermédialités*, Double issue 24-25, 2016 [online].
- La physiognomonie au XIX<sup>e</sup> siècle: transpositions esthétiques et médiatiques, Valérie Stiénon and Érika Wicky (eds.), *Études françaises*, vol. 49, n°3, 2013.
- *Le corps dans l’histoire et les histoires du corps. Précédé d’entretiens avec Georges Vigarello*, Mickaël Bouffard, Jean-Alexandre Perras and Érika Wicky (eds.), Hermann-Cahiers du CIERL, Coll. « Symposiums », 2013.

## **Interviews**

- “Méthodes et objets en histoire du corps”, interview with Georges Vigarello in *Le corps dans l’Histoire et les histoires du corps précédé d’entretiens avec Georges Vigarello*, Mickaël Bouffard, Jean-Alexandre Perras and Érika Wicky (eds.), Paris, Hermann, 2013.
- “Dancing about architecture: L’enseignement de la théorie comme pratique critique”, interview with Olivier Asselin in *Apprendre, enseigner, transmettre la théorie: les sciences humaines au niveau universitaire*, London (Ontario), Mestengo Press, 2010.

## **Book reviews (selection)**

- “Usages et utopies: L’exposition dans l’avant-garde russe prérévolutionnaire (1900-1916) d’Elitza Dulguerova”, *RACAR* (Revue d’art canadienne / Canadian Art Review), vol. 42, n°1, 2017.
- “Les femmes qui se parfument doivent être admirées de loin de Sophie-Valentine Borloz”, *Romantisme*, n°175, March 2017.
- “History of smell: what is yet to be studied? *Past Scents: Historical Perspectives on Smell* by Jonathan Reinartz”, *The Senses and Society Journal*, vol. 11, n°2, September 2016.

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- “*La Fabrique des parfums : Naissance d’une industrie de luxe* d’Eugénie Briot”, *Nineteenth-Century French Studies*, vol. 44, n°3-4, 2016.
- “*La nourriture en art performatif : son usage de la première moitié du XX<sup>e</sup> siècle à aujourd’hui* de Mélanie Boucher”, *Espace art actuel*, n°108, Winter 2015.

### Exhibitions reviews

- Perras, Jean-Alexandre and Érika Wicky, “L’exposition *Sensorium* à la Tate Britain: La Peinture dans tous les sens”, *Espace : Art actuel*, n° 113, Spring-Summer 2016.
- “*Stan Douglas* au Wiels (Bruxelles)”, *Ciel variable*, n°103, printemps 2016.
- “*Julia Margaret Cameron* au Victoria & Albert Museum”, Website of *Société d’études romantiques et dix-neuviémistes*, March 2016 [online].
- “*Images à charge: la construction de la preuve par l’image* au BAL”, *Ciel variable*, n°102, January 2016.
- “*Les Promesses du passé: présupposés historiographiques et réception critique d’une exposition*”, *Revue du centre européen d’études slaves*, n°2, 2013.

### Public engagement

- “*Pelléas et Mélisande: un parfum de symbolisme*”, Programme of the Opéra de Paris, September 2017.
- “*Un bouffon difforme et tragique : Rigoletto en son siècle*”, *Magazine de l’Opéra de Paris*, March 2016 [online].
- “*Photographie*”, *Les Essentiels XIX<sup>e</sup> siècle*, Site Gallica de la Bibliothèque nationale de France, forthcoming [online].

### • Invited presentations to peer-reviewed, internationally established conferences

#### Invited lectures (selection)

- *Elective Affinities Between Arts and Perfume in 19th-Century France* ; School of Modern Languages and Culture Research Seminar ; Warwick University (United Kingdom) – 02/05/2018
- “*Trésor d’art en Belgique*” d’Edmond Fierlants: *The Birth of a National Heritage Towards a Social History of Photoliterature and the Photobook* - Research Seminar Maison française d’Oxford (United Kingdom) – 21/02/2018
- “*Et où diable est ce potage?*”: *Une petite histoire des repas d’odeurs* ; Ateliers de l’honnête volupté – Société des amis de Jean-Louis Flandrin ; Maison des sciences de l’homme (Paris, France) ; 02/02/2018
- *Towards a History of Olfactory Culture: Art and Perfume in Fin-de-siècle France* ; English & Modern Languages Research Seminars Series ; Oxford-Brookes University (United Kingdom) – 13/10/2016
- *Photographie et littérature au XIX<sup>e</sup> siècle* ; Seminar FRAN B545 *Intermédialités*, Prof. Laurence Brogniez ; Université Libre de Bruxelles (Belgium) – Faculté de Lettres – April 2016
- *Détail et orientalisme dans Salammbô, de Flaubert à Mucha* ; *Flaubert dans la ville : Rencontre Regards d’artistes sur Flaubert* ; Association des amis de Flaubert / université de Rouen (France) – May 2015
- *Voyages de Flaubert*; Seminar *Quêtes et voyages* Prof. Jean-Pierre Montier ; Université Rennes 2 (France) – UFR de lettres – February 2015
- *L’art du joli ou le goût des jeunes filles*; Seminar *Savoirs des femmes*, Prof. Michel Pierssens ; Université de Montréal (Canada) – Département des littératures de langue française – October 2014
- *Écrire la photographie au XIX<sup>e</sup> siècle* ; Séminar *Rhétorique du texte / rhétorique de l’image*, Prof. Geneviève Sicotte ; Université Concordia (Canada) – Département d’études françaises – September 2014
- *Parfum de femmes* ; Seminar *Savoirs des femmes*, Prof. Michel Pierssens ; Université de Montréal (Canada) – Département des littératures de langue française – April 2013
- *Pour une histoire du détail à l’ère de la photographie* ; Université de Montréal (Canada) – Département de littérature comparée – Conférences *Atopos* – January 2013
- “*Muse delicate*” et “*bain de nitrate*” : *l’art et la photographie au XIX<sup>e</sup> siècle* ; Université de Calgary (Canada) December 2012
- *La matière picturale dans le texte* ; Séminar *Ekphrasis et fictions d’œuvres : dire l’œuvre d’art*, Prof. Patrice Loubier ; Université du Québec à Montréal (Canada) – Doctorat en *Étude et pratique des arts* - November 2011

#### Papers delivered (selection)

- *Photographic Reproduction and the Rediscovery of Early Netherlandish Painting in 19<sup>th</sup>-century Belgium* Session: *Revisiting Rediscovery: Early Netherlandish Art in the Long 19th Century*, *Historians of Netherlandish Art Congress*, University of Gand (Belgium) – May 2018
- *The Olfactory Art in the Age of Reproduction* ; Study day *Performing and Knowing. Experimental and Sensory Approaches* ; Maison française d’Oxford (United Kingdom)– April 2018
- *Art olfactif contemporain : Critique et expertise*
- Journée d’étude *La dimension olfactive de l’art contemporain* ; Université de Lille / Ecole Supérieure d’Art – April 2018

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- *Du style en photographie Nineteenth-century French Studies Association Congress*, Virginia State University, Charlottesville (USA) – November 2017
- “La photographie belge: premiers récits”; AIERTI/AWAIS Congress, U. de Lausanne (Switzerland) – July 2017
- “Les fictions fin-de-siècle de l’art olfactif contemporain”; *Les inventions littéraires des medias*, Université de Montréal (Canada) – April 2017.
- “L’art du paysage à l’ère de la photographie”; *Nineteenth-century French Studies Association Congress* ; Brown University, Providence (USA) – October 2016
- “L’œil et le flair du collectionneur”; Rennes (France) – *European Network for Avant-Garde and Modernism Studies Congress* – June 2016
- “Historiographie du détail”; Conference *MicroMacro Pratiche del Dettaglio* ; Venise (Italia) – Università Ca’Foscari Venezia – May 2016
- “Histoire et parfums au XIX<sup>e</sup> siècle” ; University of Kent (Reid Hall, Paris) – *Society of Dix-Neuviémistes Congress* – April 2016
- “L’Avenir de la peinture selon les photographes (1839 - 1860)” ; Paris – SERD Congress (*Le XIX<sup>e</sup> siècle face au futur*) – January 2016
- “Olfactory Art and Theatre: a Matter of Proximity” ; Conference *Deep Time of the Theatre. Archaeology/Technology of the Senses* ; Anwerpen (Belgium) – University of Antwerpen – November 2015
- “Du mauvais usage des parfums : Chérie contaminée par le musc et l’héliotrope” ; In collaboration with Prof. Andrea Oberhuber (Université de Montréal) ; Princeton (USA) - *Nineteenth-century French Studies Association Congress* – November 2015
- “Caricatures de photographies et photographies caricaturales” ; Conference *L’Image railleuse : la satire visuelle du XVIII<sup>e</sup> siècle à nos jours* ; Paris – Institut national d’histoire de l’art – June 2015
- *Les parfums de l’Ancien régime : persistance olfactive et représentations au XIX<sup>e</sup> siècle* ; Conference *Le siècle de la légèreté : émergences d’un paradigme du XVIII<sup>e</sup> siècle* ; Maison française d’Oxford (U.K.) – May 2015
- “L’histoire du XVIII<sup>e</sup> siècle selon les Goncourt: Détails, anecdotes et parfums” ; Conference *Les Goncourt historiens* ; Strasbourg (France) – université de Strasbourg – April 2015
- “L’Odeur du cuir” ; 18<sup>th</sup> conference of Invalides (Paris, France) – ... *et les femmes* – October 2014
- “La bohème et l’industrie : journalistes et photographes au XIX<sup>e</sup> siècle” ; Cerisy-la-Salle (France) – *L’Écrivain vu par la photographie* – June 2014
- “Documenter, exemplifier, illustrer le détail” ; Study day *Exemples à l’appui / Supporting examples* ; Université d’Oxford, maison française (U.K.) – May 2014
- “Distinguer l’artiste de l’homme de lettres »: les subtilités du portrait photographique d’écrivain (1850-1880)” Sheffield (U. K.) – *Society of Dix-Neuviémistes Congress* – March 2014
- “Les fictions de la critique d’art moderne” ; Boston (USA) - Northeast Modern Language Association Congress – March 2013
- “La critique d’art a-t-elle du flair? Description et olfaction de l’art contemporain” In collaboration with Karine Bouchard (Université de Montréal) Study day *Pluralité de la critique d’art* ; Paris – Institut national d’histoire de l’art – February 2013
- “Documenter la perception au XIX<sup>e</sup> siècle: sources et interdisciplinarité en histoire culturelle” ; Conference *La fabrique interdisciplinaire des savoirs* ; Nice (France) – Université de Nice Sophia-Antipolis - November 2012
- “Le Tactile: du visuel au textuel” ; Conference *La littérature face à l’image: insertions, bricolages, répertoires* Paris - Université Paris Est - Créteil – October 2012
- “L’odeur du tableau : une singulière topique du XIX<sup>e</sup> siècle” ; Limerick (Ireland) – *Society of Dix-Neuviémistes Congress* – April 2012
- “Les caricatures de tableaux: une forme de critique d’art” ; Conference *Le pastiche* ; Université d’Oxford, Maison française (U.K.) – January 2010
- “Les présumés du connoisseurship et leurs enjeux”; Conference *Writing between the Lines: Art and its Historians* ; Montréal (Canada) - Concordia – Department of history of Art – April 2009
- “Le tactile dans les romans sur l’art de la seconde moitié du XIX<sup>e</sup> siècle” ; Boston (USA) - Northeast Modern Language Association Congress – March 2009

### • Research expeditions

- *History of architectural photography* – Library and archives Canada, Ottawa (July – October 2009) Advisor: Jill Delaney, archivist
- *Genetic Criticism, Flaubertian Studies* – Université de Paris Est – Marne-la-Vallée, France (October – January 2008) Advisor: Pr. Gisèle Séginger



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• **Organisation of International conferences (selection)**

- *Quelles sources pour l'histoire des sens ?*; Workshop on 19th Century - *Société d'Études romantiques et dix-neuviémistes*; Paris (Fondation Biermans- Lapôtre, Cité internationale universitaire) – 21/09/2018
- *Portraitomanie : Intermediality and the Portrait in 19<sup>th</sup>-century France*; Journée d'étude organisée en collaboration avec Kathrin Yacavone (Nottingham U); London (IMLA) – 14/09/2018
- *Médialités des odeurs / Mediality of Smells*; Internationale conference organized in collaboration with Jean-Alexandre Perras (Jesus College, Université d'Oxford); Oxford (Université of Oxford) – 24-26/06/2018
- *Le Connoisseurship : L'art et l'enquête Network for Avant-Garde and Modernism Studies Congress*, Panel organized in collaboration with Prof. Patricia Plaud-Dilhuit (Rennes 2), Rennes (France) - June 2016
- *Jeunes filles et parfums, parfums de jeunes filles : usages, savoirs, prescriptions. Nineteenth-century French Studies Association Congress*, Panel organized in collaboration with Prof. Andréa Oberhuber (U de Montréal) Princeton (USA) - November 2015
- *L'image en lumière : Histoire, usages et enjeux de la projection / Enlightened image : History and uses of Projection* Conference organized in collaboration with Prof. Joanne Lalonde and Prof. Vincent Lavoie Université du Québec à Montréal / Figura (Canada) – May 2014

• **Prizes, Awards and Funding**

- EURIAS Fellowship, Institute for advanced studies (2018)
- Jesus College Major Research Fund, Conference organization grant ('Mediality of Smells', June 2018).
- Society for French Studies, Conference organization grant ('Mediality of Smells', June 2018).
- Royal Society for French History, Conference organization grant ('Mediality of Smells', June 2018).
- Postdoctoral Fellowship, *Fonds national pour la recherche scientifique* Belgium (2015-2018).
- Research Travel Grant, *Institut national d'histoire de l'art*, France (March 2015)
- Postdoctoral Grant, Université de Rennes (January-july 2015)
- Postdoctoral Grant, Centre de recherche sur le texte et l'imaginaire *Figura* (March 2014)
- Postdoctoral Fellowship, *Fonds québécois pour la recherche sur la société et la culture* (2011-2013)
- Research Internship Grant, *Fonds québécois pour la recherche sur la société et la culture* (July 2009)
- Research Travel Grant, Université de Montréal (October – January 2008)
- Travel Grant Award, *Northeast Modern Language Association* (March 2009)
- Excellence Grant, Faculté des études supérieures, Université de Montréal (May 2008)
- Doctoral Fellowship, *Fonds québécois pour la recherche sur la société et la culture* (2007-2009)
- Excellence Grant, Faculté des études supérieures, Université de Montréal (May 2004)

• **Supervising and mentoring activities / Peer reviewing**

- Member of the Scientific Committee of the VII<sup>e</sup> congress of the *Société d'études romantiques et dix-neuvièmes* (2018): *L'Oeil du XIX<sup>e</sup> siècle*
- Peer reviewer for *Presses universitaires de Rennes* (three manuscripts); *MuseMedusa*; *CINéMAS*; *Rivista dell'Istituto di Storia dell'Europa Mediterranea* *Arborescence, Politics and Space*.
- Member of an examination committee: *Revolution by design: photography and graphic applications mobilized by constructivist Aleksandr Rodchenko in the 1920s soviet journal « Novy Lef »*. (Master's thesis directed by Prof. Annie Gérin, Université du Québec à Montréal) - January 2013
- Assistance in drafting master's and doctoral scholarship applications (Department of Art history – U du Québec à Montréal) – Fall 2014 Information sessions (*Fonds pour la Recherche Québécoise sur la Société et la Culture* and *Social Sciences and Humanities Research Council*) Tutoring and mentoring: 9 master's students and 6 doctoral students

• **University teaching**

**Department of Art history – Université du Québec à Montréal:**

- Fall 2014 – HAR 1090 – *Créativité et interdisciplinarité* (45 hours)
- Winter 2013 – HAR 3802 – *Histoire de la critique d'art* (45 hours)
- Winter 2012 – HAR 1440 - *Modernité et avant-gardes historiques (1874-1940)* (Day classes 45 hours / Evening classes 45 hours)
- Winter 2011 – HAR 1840 - *Les arts en Europe de 1905 à 1940* (Day classes 45h / Evening classes 45h)
- Fall 2011 – FAM 1500 - *Paradigmes et enjeux de l'art du XX<sup>e</sup> siècle* (18 hours)

**Department of Art history - Université de Montréal**

- Fall 2010 and Fall 2011 – HAR 3040 *Critique d'art : histoire et pratique* (45 hours)
- Winter 2010 – HAR 1070 *Historiographie* (45 hours)
- Fall 2009 – HAR 1190 *Introduction aux arts de l'Occident* (45 hours).

<b>SECTION 5 - CAPACITY OF THE PARTICIPATING ORGANIZATIONS</b>
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Participating organisations	Legal Entity Short Name	Country	Supervisor	Role of partner organisation
<u>Beneficiary</u>				
- NAME	LARHRA	France	Prof. Sophie Raux	
<u>Partner Organisation</u>				
- NAME	Musée des Beaux-Arts de Lyon	France	Ms Sophie Onimus-Carrias	Secondment



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	<b>Beneficiary : LARHRA (Université Louis Lumière, Lyon 2)</b>
<b>General Description</b>	The LARHRA, hosted by Lyon 2, is a leading university in social science and humanities, for both education and research. The LARHRA is a major research unit (aprox. 100 reserachers and 140 PhD students) of the CNRS. Dedicated to history (with a specialization in digital humanities), it is involved in many international projects. Number of publications between 2011 and 2015 : 1592
<b>Role and Profile of key persons (supervisor)</b>	Prof. Sophie Raux is full professor in art history at Université Louis Lumière Lyon 2 and member of the LARHRA, head of the axis Arts, Image, Sociétés. She has directed several interdisciplinary research projects involving sciences, computer engineering, economics, etc... Her research has been funded, among others, by the Agence Nationale de la Recherche (ANR, France).
<b>Key Research Facilities, Infrastructure and Equipment</b>	The LARHRA (University Lyon 2) will provide me with all necessary facilities (office, libraries, computer equipment, conference rooms, etc.).
<b>Independent research premises?</b>	The University Lyon 2 (public institution) and the LARHRA own these facilities.
<b>Previous Involvement in Research and Training Programmes</b>	ANR Timsa ; SYMIGIH : Système modulaire de gestion historique ; Labex IMU (Intelligence des mondes urbains) ; Projet Phonobase : Disques et cylindres de la belle époque en ligne (phonobase.org), etc.
<b>Current involvement in Research and Training Programmes</b>	Ongoing programmes: ANR Histinéraires ; Labex COMOD ; ANR Transenvir ; Labex ITEM ; ANR SYSPOE, ANR Time-Us, etc.
<b>Relevant Publications and/or research/innovation products</b>	<p>- <i>Mapping art Markets in Europe (1500 – 1800) Database</i> (<a href="http://www.artmarkets.eu">http://www.artmarkets.eu</a>)</p> <p>- Sophie Raux, <i>Lotteries, Art Markets, and Visual Culture in Low Countries, 15th-17th Centuries</i>, Leyde, Brill, 2017, 440 p.</p> <p>- <i>Le Pont Notre-Dame au temps de Watteau</i>, Youri Carbonnier et Christophe Renaud (eds.), Lille, Presses Universitaires du Septentrion, Forthcoming in 2018.</p> <p>- <i>Moving Pictures. Intra-European Trade in Images, 16th-18th centuries</i>, Neil De Marchi et Sophie Raux (eds.), coll. Studies in European Urban History, 34, Turnhout, Brepols, 2014, 324 p.</p> <p>- <i>À perte de vue. Les nouveaux paradigmes du visuel</i>, Daniel Dubuisson et Sophie Raux (eds.), coll. Perceptions, Dijon, Presses du réel, 2015, 440 p.</p>

<b>Partner Organisation: Musée des Beaux-Arts de Lyon</b>	
<b>General description</b>	The Musée des Beaux-Arts (M B-A) de Lyon is one of the major French museums. It is a municipal museum founded in 1801. Its collection is composed of more than 2000 paintings. The MB-A of Lyon received 356,000 visitors in 2017.
<b>Key Persons and Expertise (supervisor)</b>	Sophie Onimus-Carrias is graduated from the <i>École du Louvre</i> and from the <i>National Heritage Institute</i> (France). Curator for cultural heritage, she has been head of the cultural service of the Fine Arts Museum of Lyon (around 15 employees) since 2013, managing, supervising, motivating and coordinating a team of 12 cultural mediators in close collaboration with the collection curators. Responsible for the implementation of cultural events and the development of numerous educational projects at the museum, she is highly experienced in public engagement.
<b>Key Research facilities, infrastructure and equipment</b>	The MB-A of Lyon will provide me with all necessary facilities (office, computer equipment, etc.) included a library and a photo library. My project will also benefit from its facilities, equipment and human resources (mediation) for public events.
<b>Previous and Current Involvement in Research and Training Programmes</b>	The MB-A of Lyon offers internships to students. The museum welcomed 43 interns in 2017. It works in close collaboration with universities (Annual “Nocturne étudiante”, etc.), organizing conferences and study days. Formation of the publics (children, students, adults, people with disabilities, etc.) is one of its main vocations.
<b>Relevant Publications and/or research/innovation product</b>	<p>Exhibition catalogues :</p> <ul style="list-style-type: none"> <li>- <i>Henri Matisse: Le laboratoire intérieur</i>, Sylvie Ramond and Isabelle Monod-Fontaine (eds.), Paris, Éd. Hazan, 2017, 384 pages.</li> <li>- <i>Autoportraits, de Rembrandt au selfie</i>, Sylvie Ramond, Stéphane Paccoud and Ludmila Virassamynaïken (eds), Paris, Ed. Snoeck, 2016, 288 pages.</li> <li>- <i>Lyon Renaissance, Arts et humanisme</i>, Ludmila Virassamynaïken (eds), Coed. Somogy-Musée des Beaux-Arts de Lyon, 2015, 360 pages.</li> </ul>

## 6 - ETHICAL ISSUES

Non-relevant, the proposed research does not raise ethical issues.

## ESTIMATED BUDGET FOR THE ACTION

			Estimated eligible <sup>1</sup> costs (per budget category)											EU contribution			
			A. Costs for the recruited researcher							B. Institutional costs				Total costs	Reimbursement rate %	Maximum EU contrib. <sup>2</sup>	Maximum grant amount <sup>3</sup>
			A.1 Living allowance		A.2 Mobility allowance		A.3 Family allowance		B.1. Research, training and networking costs		B2. Management and indirect <sup>4</sup> costs						
			Unit		Unit		Unit		Unit		Unit						
			Form of costs <sup>5</sup>		Costs per unit <sup>6</sup>	Total a <sup>7</sup>	Costs per unit <sup>6</sup>	Total b <sup>7</sup>	Costs per unit <sup>6</sup>	Total c <sup>7</sup>	Costs per unit <sup>6</sup>	Total d <sup>7</sup>	Costs per unit <sup>6</sup>	Total e <sup>7</sup>	f=a+b+c+d+e	g	h
1. LYON2	Number of units (person-months)	24.00	1. LYON2	5 646.16	135 507.84	600.00	14 400.00	500.00	12 000.00	800.00	19 200.00	650.00	15 600.00	196 707.84	100.00	196 707.84	196 707.84

<sup>1</sup> See Article 6 for the eligibility conditions.<sup>2</sup> This is the theoretical amount of EU contribution that the system calculates automatically (by multiplying all the budgeted costs by the reimbursement rate). This theoretical amount is capped by the 'maximum grant amount' (that the Commission/Agency decided to grant for the action) (see Article 5.1).<sup>3</sup> The 'maximum grant amount' is the maximum grant amount decided by the Commission/Agency. It normally corresponds to the requested grant, but may be lower.<sup>4</sup> The indirect costs covered by the operating grant (received under any EU or Euratom funding programme; see Article 6.3(b)) are ineligible under the GA. Therefore, a beneficiary that receives an operating grant during the action duration cannot declare indirect costs for the year(s)/reporting period(s) covered by the operating grant (i.e. the unit cost for management and indirect costs will be halved for person-months that are incurred during the period covered by the operating grant), unless they can demonstrate that the operating grant does not cover any costs of the action.<sup>5</sup> See Article 5 for forms of costs.<sup>6</sup> See Annex 2a 'Additional information on the estimated budget' for the details on the costs per unit.<sup>7</sup> Total = costs per unit x number of units (person - months).<sup>8</sup> ONLY FOR AMD: To be used if beneficiary changes during the action.



**ANNEX 2a****ADDITIONAL INFORMATION ON THE ESTIMATED BUDGET**

- Instructions and footnotes in blue will not appear in the text generated by the IT system (since they are internal instructions only).
- For options [in square brackets]: the applicable option will be chosen by the IT system. Options not chosen will automatically not appear.
- For fields in [grey in square brackets] (even if they are part of an option as specified in the previous item): IT system will enter the appropriate data.

**Marie Skłodowska-Curie unit costs****MSCA-IF unit costs****Costs for the recruited researcher(s) — Living allowance**

Units: months spent by the researcher(s) on the research training activities ('person-months')

Amount per unit \*: see Annex 2

- \* Amount calculated as follows:
- {the monthly living allowance for researchers in MSCA-IF actions
  - multiplied by
  - country-specific correction coefficient of the country in which the researcher is recruited}

The monthly living allowance and the country-specific correction coefficients are set out in the Work Programme (section 3 MSCA) in force at the time of the call:

- for calls *before* Work Programme 2018-2020:
  - for the monthly living allowance:
    - IF: **EUR 4 650**
  - for the country-specific correction coefficients: see Work Programme 2014-2015 and Work Programme 2016-2017 (available on the [Participant Portal Reference Documents](#) page)
- for calls *under* Work Programme 2018-2020:
  - for the monthly living allowance:
    - IF: **EUR 4 880**
  - for the country-specific correction coefficients: see Work Programme 2018-2020 (available on the [Participant Portal Reference Documents](#) page).

Estimated number of units: see Annex 2

**Costs for the recruited researcher(s) — Mobility allowance**

Units: months spent by the researcher(s) on the research training activities ('person-months')

Amount per unit<sup>1</sup>: see Annex 2

Estimated number of units: see Annex 2

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<sup>1</sup> Same amount for all beneficiaries.

Amount for the mobility allowance set out in the [Main Work Programme — MSCA](#) in force at the time of the call.

## H2020 Model Grant Agreements: H2020 MGA MSCA IF — Mono

### **Costs for the recruited researcher(s) — Family allowance**

Units: months spent by the researcher(s) on the research training activities ('person-months')

Amount per unit<sup>2</sup>: see Annex 2

Estimated number of units: see Annex 2

### **Institutional costs — Research, training and networking costs**

Units: months spent by the researcher(s) on the research training activities ('person-months')

Amount per unit<sup>3</sup>: see Annex 2

Estimated number of units: see Annex 2

### **Institutional costs — Management and indirect costs**

Units: months spent by the researcher(s) on the research training activities ('person-months')

Amount per unit<sup>4</sup>: see Annex 2

Estimated number of units: see Annex 2

- 
- <sup>2</sup> Same amount for all beneficiaries.  
Average based on the amount for the family allowance set out in the [Main Work Programme — MSCA](#) in force at the time of the call (half of the number of units with family, half without).
- <sup>3</sup> Same amount for all beneficiaries.  
Amount for research, training and networking costs set out in the [Main Work Programme — MSCA](#) in force at the time of the call.
- <sup>4</sup> Same amount for all beneficiaries.  
Amount for management and indirect costs set out in the [Main Work Programme — MSCA](#) in force at the time of the call.

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MODEL ANNEX 4 FOR H2020 MGA MSCA-IF — MONO  
FINANCIAL STATEMENT FOR BENEFICIARY [name] FOR REPORTING PERIOD [reporting period]

		Eligible <sup>1</sup> costs (per budget category)										EU contribution			
		A. Costs for the recruited researcher						B. Institutional costs				Total costs	Reimbursement rate %	Maximum EU contribution	Requested EU contribution
		A.1 Living allowance		A.2 Mobility allowance		A.3 Family allowance		B.1. Research, training and networking costs		B2. Management and indirect <sup>2</sup> costs					
		Unit		Unit		Unit		Unit		Unit					
		Costs per unit <sup>4</sup>	Total a <sup>5</sup>	Costs per unit <sup>4</sup>	Total b <sup>5</sup>	Costs per unit <sup>4</sup>	Total c <sup>5</sup>	Costs per unit <sup>4</sup>	Total d <sup>5</sup>	Costs per unit <sup>4</sup>	Total e <sup>5</sup>				
Form of costs <sup>3</sup>															
Beneficiary	Number of units (person-months)														

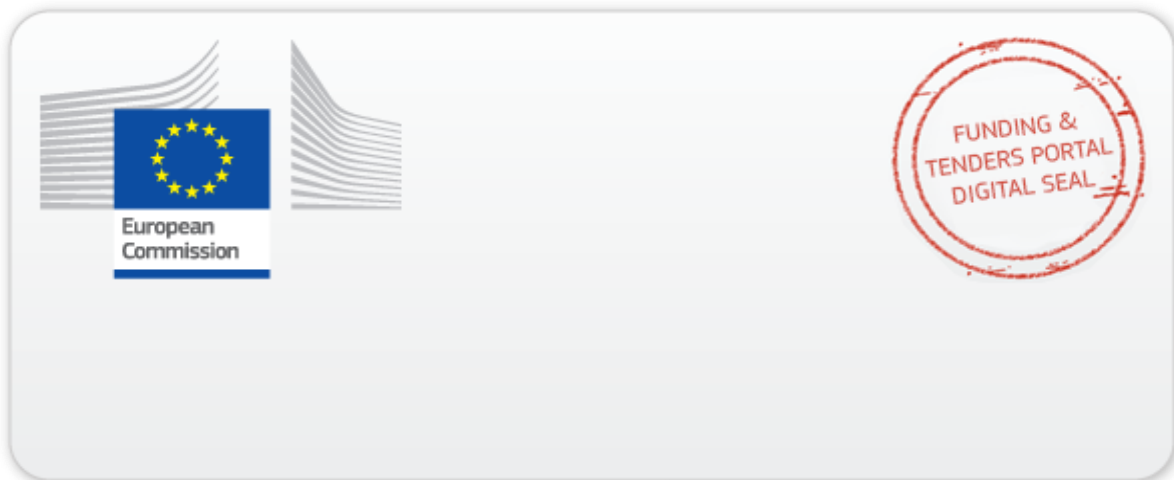
Checkbox 1:	I confirm that the total amount of the allowances used (including compulsory deductions) for the researcher is equal to or higher than the living allowance, the mobility allowance and the family allowance as set out in Annex 2 of the Agreement.
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Checkbox 2:	Did you receive any EU/Euratom operating grant during this reporting	<input type="radio"/> YES <input type="radio"/> NO				
	If yes, pls indicate how many of the total person-months (see 'total beneficiary' above) were incurred DURING the period covered by the operating grant?			Number of person-months		
	If yes, can you confirm all of the following: - the operating grant is a partial operating grant (i.e. does not cover your entire annual budget) - you have used analytical accounting which allows for a cost accounting management with cost allocation keys and cost accounting codes - you have recorded: - all costs incurred for the operating grant (i.e. personnel, general running costs and other operating costs linked to the work programme) and - all costs incurred for the action grants (including all the indirect costs linked to the action) - you have used allocation keys and cost accounting codes to identify and separate the recorded costs (i.e. to allocate them to either the action grant or the operating grant) - you have done the allocation in a way that leads to a fair, objective, realistic result.			<input type="radio"/> YES <input type="radio"/> NO		

<b>The beneficiary hereby confirms that:</b> The information provided is complete, reliable and true. The costs declared are eligible (see Article 6). The costs can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 17, 18 and 22).					
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① Please declare all eligible costs, even if - for actual costs, unit costs and flat-rate costs - they exceed the amounts indicated in the estimated budget (see Annex 2). Only amounts that were declared in your individual financial statements can be taken into account lateron, in order to replace other costs that are found to be ineligible.

<sup>1</sup> See Article 6 for the eligibility conditions  
<sup>2</sup> The indirect costs claimed must be free of any amounts covered by an operating grant (received under any EU or Euratom funding programme; see Article 6.3(b)). If you have received an operating grant during this reporting period, indirect costs will not be reimbursed for the person-months incurred during the period covered by the operating grant, unless you can demonstrate that the operating grant does not cover any costs of the action.  
<sup>3</sup> See Article 5 for the forms of costs  
<sup>4</sup> See Annex 2a 'Additional information on the estimated budget' for the details on the costs per unit.  
<sup>5</sup> Total = costs per unit x number of units (person-months)



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