

Meeting Object: **EGEE Administrative Federation meeting**

Authors: **Alexia Augier-Bochon, Karin Burghauser**

Partner: **CERN**

Meeting Date: **21/08/2003**

Meeting Place: **CERN, B600/R-002**

Attendees	F. Gagliardi – Designated Project Director A. Augier-Bochon – Administrator K. Burghauser – Administrator
CERN	A. Goerhing-Crinon, CERN legal service P. Geraeert, CERN Finance division
France	C. Lucas
UK-Ireland	J. Potts (deputy for T. Wells)
Germany	Absent
Central East	D. Kranzmueller
Northern	A. Van Rijn
Italy	G. Maggi
South East	F. Karayannis
South West	M. Delfino
Russia	S. Ilyin (☎)

1. INTRODUCTION OF PARTICIPANTS

A. Augier-Bochon introduced the participants and each of them explained his role within the project.

M. Delfino explained that due to vacation schedules, a full discussion within the Southwest Federation had not been possible regarding the Administrative Contact. Therefore, he may be replaced at some future time.

S. Ilyin indicated that he will be replaced by an administrative person by the end of year (or beginning of next year). Russian Ministry of Science will administrate the contract.

2. ORGANIZATION OF THE ADMINISTRATIVE WORK WITHIN THE PROJECT (PARTNERS, FEDERATIONS, COORDINATOR)

F. Gagliardi stressed the need to set up the overall administrative structure of the project and to define the role of each entity (CERN-coordinator, partners, federations). This is essential because EU requests a coordination of the administrative work. This should be included in the Consortium Agreement. On the other hand the actual contract has to be executed with all 70 partners for EU legal and administrative reasons.

The role of each entity was defined:

1. CERN-coordinator: responsible of the overall coordination and administration of the project and unique interface to the EU.

F. Gagliardi explained that CERN's plans are to extend the current DataGrid Project Office with one extra administrator, one accountant, one dissemination officer and one information officer (to help with dissemination in collaboration with TERENA) to staff the EGEE Project Office.

He added that fortunately the synchronisation in time between EDG and EGEE is good. In the mean time CERN has agreed to pay for part of the EDG project office staff to allow support of EGEE while waiting for the project funds to become available. CERN management also agreed to give high priority access to the CERN legal advisor responsible for EU contracts (A. Goerhing-Crinon) to advise on legal matters and coordinate the drafting of the EGEE Consortium Agreement (CA). This was strongly advised during the proposal submission by many experts including Mark Parsons (EPCC member of the EGEE proposal editorial board).

It becomes clear that with a project of this size this effort will not be enough. It is therefore extremely important to use the Federation structure described in the EGE proposal and well received by the EU. But F. Gagliardi reminded that for many obligations, the EU will not use the Federations since they are not formal EGEE contractors and CERN is considered as the only administrative interface to all the partners.

2. Role of Federations: helping each partner during the execution of the contract (i.e of cost claims submission).

M. Delfino suggested the coordinator to write a formal letter on the relative roles of the different entities within the project (coordinator, federations and partners). Each partner would in this way be aware of the situation.

Action (PO): To write such a letter based on the conclusions of this meeting.

A. van Rijn said that this Federation organization will not stop partners to address directly the EU. A. Goerhing-Crinon answered that FP6 does not allow each partner to talk directly with the EU. EU wishes that the coordinator is the only contact. It is therefore important to define how much responsibility to give to the federations and the partners. Does the coordinator wish to delegate some of the management responsibility to the federations?

M. Delfino said that in the beginning of the project, it was discussed that management will only be for CERN (the budget was built on this idea). If the role of the Federations is extended, someone needs to pay for the PO in each Federation. Can this effort be taken from the unfunded work? F. Gagliardi agreed, however, that the cost of setting up Federation project offices should be counted into the overall accounts of the project, possibly as part of the non-EU funded matching contribution. This will be brought up at the Executive Committee.

C. Lucas explained that EU reimburses management cost up 100% up to 7% of the total EU funding + 50% after. This needs to be checked with the EU.

Action (PO): Double check the EU rules for reimbursement of management costs (above 7%) within partners also.

A general agreement on the autonomy of the Federations (financial, administrative, etc.) was reached but this involves supplementary costs for each Federations.

C. Lucas asked if the coordinator is planning to set up a special tool to be used by all partners (reporting tool, web site). F. Gagliardi said that the DataGrid way of work (project progress reports, budget forecasts, etc.) and DataGrid website are good examples and could be used within the EGEE project. However, he encouraged C. Lucas (and anybody else) to propose other tools and examples which if better could be used instead or as well.

3. CPF

A. Augier-Bochon reviewed the guidelines on how to fill in the CPF. She explained that a Word file had been sent to all partners and needs to be filled-in as soon as possible since the EU does not yet have the CPF tools ready (CPF editor + CPF data file). She reminded that partners should complete A2a, A2b and A2c.

A discussion on how to collect all the CPF followed. It was agreed that each Federation will gather all the CPF from their institutes and then send the documents to the EGEE PO in a zip file (shortname_CPF.doc). One Word file per organization containing all 3 forms.

Action (Federations): To check and return to the EGEE PO the completed CPF Word files of the partners belonging to their Federation by Wednesday 27th August at lunchtime.

Action (PO): To send the Federations a table listing all partners short name + official participant number.

It is confirmed by the EU that the following forms are not relevant: A3.2b, A3.4a and A3.4b. CERN will fill in A1 and A3.1.

D. Kranzmueller expressed concern about the audit certificate. F. Gagliardi advised each federation to check their auditing system.

A. Goerhing-Crinon suggested the coordinator to send out a general questionnaire to each partner to get more information about who will provide these audit certificates for each partner. This list would then be sent to the EU for approval.

Action (PO): To send an email to all partners (with copy of the EU guidelines) requiring information (which way they will follow this constraint, who is the body who will provide us with the audit certificate for the cost claims, etc.). A form to be filled-in and signed by all partners will be attached (name of institute, full address, contact person, email, etc.)

During the lunch break, some further information was requested on the CPF and it was decided to contact C. Kowalski, the EU administrative officer by phone in the afternoon.

1. C. Kowalski said that A5 forms should not be needed for EGEE partners (to be checked and confirmed).
2. A. van Rijn asked for clarification concerning partners who will sign the contract but not employ the people who will carry out the work (e.g. Virtual subcontracting), as for example the partner VR's (Swedish Research Council) relations to SNIC (Swedish Metacenter for Supercomputing). C. Kowalski will come back with more information on this issue. He said that it could perhaps be included via the "3rd parties' contribution" mechanism. It was clearly emphasized that use of the subcontracting is heavily discouraged. EU has to find a solution (C. Kowalski). A. van Rijn said that maybe personnel detached can be a solution.

Action (EGEE PO): To check with C. Kowalski concerning this issue.

3. C. Kowalski confirmed that the unfunded partners who are signatory to the contract should fill in the A2 forms of the CPF. A. Augier-Bochon asked about their participation in the Consortium Agreement (this point was not clear in the document "check list for CA" given by the EU). C. Kowalski initial assumption is that every partner should enter the Consortium Agreement (or otherwise be listed in the 3rd parties' contract). F. Gagliardi said that he would prefer not to mix the EU contract and the CA.

Action (EGEE PO): To check with C. Kowalski concerning this issue.

4. CONSORTIUM AGREEMENT

A. Goerhing-Crinon, CERN's legal expert, has looked at about 10 variations of Consortium Agreements. They are all fine in principle, although she finds them all rather "overloaded in language". She said that we should need anyway to give power of attorney to federations to make them really operational

Important points:

- 1) Hierarchical structure ↔ Federations: Delegation of Authority + Responsibility have implications on Liability.
- 2) Financing / EU funds distribution: All EU funding will flow through the EGEE project coordinator. F. Gagliardi explained that most Consortium Agreements have some sort of "pay as you deliver"

- scheme. Discussion on French template which when mapped to EGEE would imply that we would have quarterly internal reviews, 6 monthly EU reviews and quarterly releases of EU funds.
- 3) Must include Project Management. This part was already covered in the text of the proposal (NA1) but should also include voting mechanisms.
 - 4) Probably a lot of work to do on IPR, "Background" (Rights and Liabilities) and "Foreground" (Access and Exploitation).
 - 5) Probably need to make an "inventory" ****by individual partners**** of resources to be contributed, major deliverables, risks and liabilities.

The Consortium Agreement to be finalized by November. Reasonable draft will probably be ready around end of September.

It was agreed that A. Goerhing-Crinon would work out a CA model in collaboration with the coordinator. The model would then be sent to all federations for feedback.

Action (A. Goerhing-Crinon): To work out a CA model.

A. Goerhing-Crinon said that they have tried to negotiate with the EU to have an arbitration clause in the contract concerning Intergovernmental organizations, which would only apply to the intergovernmental organizations and not to the other members of the consortium. There is no formal agreement with the EU yet.

F. Gagliardi stressed that we should try to define an own agreement within each federation in order to speed up the process taking into the account the complexity of the number of partners.

Timeline

F. Gagliardi pointed out that the CA should be ready early November, which would then leave the rest of November to get the approval and collect the signatures of the whole consortium.

It was agreed to have a first draft of the CA ready by 19th September.

M. Delfino stressed the importance to have a CA ready as soon as possible since this will facilitate the recruitment procedure for the partners.

5. AOB AND OTHER MEETINGS

Financial issues

M. Delfino expressed concern about funded/unfunded effort: 1 FTE funded from EU = 1 FTE funded by the institute. What does that mean? What mechanisms are foreseen in CA and reports?

F. Gagliardi explained that unfunded effort needs to be taken into account for the EU documentation.

He reminded the different funding models: AC/FCF/FC.

- AC (considered as an exception in the FP6) = charge full cost + overhead (20%). Overhead compensate for indirect cost.

Warning: Decision for cost models can not be changed in further FP6 projects

- FC: all costs can be charged, therefore some institutes might think to change from AC to FC

F. Karayannis said that partners should choose their cost model (and overhead) carefully because there is still the risk of financial audit (all cost claims will have to be audited + possibility of an audit on site)

M. Delfino expressed concern regarding the calculation of overheads. F. Gagliardi answered that all cost claims need to be audited and overheads need to be approved by the EU. P. Geraert pointed out that the overheads are very difficult to calculate.

G. Maggi asked how to report the unfunded manpower for the AC cost model?

A. Augier-Bochon explained that there is no special form in CPF for the reporting of unfunded effort.

M. Delfino suggested that this should be reported internally and F. Gagliardi replied that this was done already in EDG (see table of funded/unfunded effort in the TA) and a similar approach could be adopted for EGEE

F. Gagliardi reminded that subcontracting is discouraged in FP6. This issue is to be raised with the EU during the negotiation.

It was agreed that all financial questions would be listed by the PO and raised with C. Kowalski (**action PO**).

A. van Rijn expressed concern about TERENA since they are not taken into account in the Federation structure yet. **Action (F. Gagliardi):** To discuss the TERENA situation with TERENA management at a meeting next week, and come back to A. van Rijn after the meeting.

F. Gagliardi pointed out that 400 K euro of funding was missing for University of Amsterdam in the proposal. This mistake was raised with the EU during the informal negotiation meeting in Brussels on 24th July. But there was no trace of this statement in K. Baxevanidis (the EU negotiation lead officer)'s informal notes of the meeting. A formal letter was therefore sent to the EU in order to raise this issue again.

F. Gagliardi to keep A. van Rijn informed.

Next meetings

It was agreed to have the next two following EGEE administrative meetings:

- **Thursday 18th September at 10:00-11:00** (conference call).
- **Friday 10th October 10:00-16:00** (CERN, face to face meeting). Eventually followed by an EGEE Executive Committee meeting (16:00-18:00).

6. ACTION LIST

No	Date in	Responsible	Subject	Deadline
1	21/08/03	F. Gagliardi	To write a formal letter on the relative roles of the different entities within the project (coordinator, federations and partners).	ASAP
2	21/08/03	EGEE PO	To double check the EU rules for reimbursement of management costs (above 7%) within partners also.	ASAP
3	21/08/03	Federations	CPF: To return to the EGEE PO the completed CPF Word files of the partners belonging to their Federation.	27/08/03
4	21/08/03	EGEE PO	To send the Federations a table listing all partners short name + official participant number.	ASAP
5	21/08/03	EGEE PO	Audit certificate: To send an email to all partners (with copy of the EU guidelines) requiring information (which way they will follow this constraint, who is the body who will provide us with the audit certificate for the cost claims, etc.).	ASAP

6	21/08/03	EGEE PO	Partners who will sign the contract but not employ the people who will carry out the work: To clarify this issue with C. Kowalski.	ASAP
7	21/08/03	EGEE PO	Whether unfunded partners who are signatory to the contract should enter the CA: To be checked with C. Kowalski.	ASAP
8	21/08/03	A. Goerhing-Crinon	Consortium Agreement: To draft a Consortium Agreement model.	19/09/03
9	21/08/03	EGEE PO	Financial issues: All financial questions to be listed and raised with C. Kowalski.	ASAP
10	21/08/03	F. Gagliardi	TERENA situation: To discuss with TERENA management at a meeting next week, and come back to A. van Rijn after the meeting.	ASAP