

Special Conditions of the Directorate General Economic and Financial Affairs**Article I.1 - Subject**

I.1.1 The subject of the Contract is the following: speaker at an event with paper

I.1.2 The term "Contract" shall mean "Purchase Order".

The term "event" shall refer to a workshop, seminar, conference or any other similar meeting.

The term "DG ECFIN" shall refer to the Commission's Directorate-General for Economic and Financial Affairs.

The term "Commission" shall refer to European Commission.

The term "Union" shall refer to European Union.

I.1.3 The Inter-institutional Style Guide found on <http://publications.europa.eu/code/en/en-000100.htm> provides useful guidance on international standards for identification and drafting rules and is recommended as a reference tool.

Article I.2 – Duration

I.2.1 The Contract shall enter into force on the date on which it is signed by the last party.

I.2.2 Provision of the services may under no circumstances begin before the date on which the Contract enters into force.

I.2.3 All periods specified in the Contract are calculated in calendar days. The period of provision of the services may be extended only with the express written agreement of the parties before such period elapses.

Article I.3 – Contract price

I.3.1 The total fee paid by the Commission to the Contractor in consideration of all services rendered under the Contract.

I.3.2 In addition to the fee specified in Article I.3.1, the Contractor is entitled to the travel and accommodation arrangements and/or allowances as specified in the description of the services in the Contract.

I.3.3 All other costs will be borne by the Contractor.

I.3.4 Price revision: not applicable

Article I.4 – Payment periods and formalities

The Contractor shall submit an invoice for payment of the balance corresponding to the amount referred to in the purchase order. The invoice shall be accompanied by the **final version of the paper** in accordance with the specifications of the Call for Papers. The **Commission** shall have **60 days** from receipt of the invoice to approve the final paper and to make the payment, without prejudice to Article II.15.6 of the General Conditions, which governs the suspension of the time allowed for payment. The **Contractor** shall have **30 days** in which to submit **additional** information or corrections, **a new final paper** or other documents if it is required by the Commission.

Article I.5 – Use of results**I.5.1 Modes of exploitation**

The Contractor warrants that the Paper is truly original work created to respond to the specifications referred to in the Contract and thus owns, or has acquired ownership or as the case may be has acquired the appropriate licences/authorisations from the original author or right-holder regarding all intellectual property rights pertaining to the Paper created or produced in the performance of this Contract, including but expressly not limited to all types of documents and contents in any format such as reports, statistics, glossaries, indexes, surveys, as well as any related databases and software. The Contractor also warrants that he is therefore entitled to assign the above-mentioned intellectual property rights to the Union, or in case of having obtained only the above-mentioned licences/authorisations and not ownership, he is authorised by the original author or right-holder to license such rights to the Union which will be entitled in turn to license to third parties. Finally, the Contractor warrants that the enjoyment by the Union of all rights assigned, or as the case may be licensed, by the Contractor to the Union in this Contract shall not infringe the intellectual property rights of third parties. Any costs arising from obtaining the above-mentioned assignments and/or licences/authorisations shall be borne by the Contractor. No costs concerning intellectual property rights shall be reimbursed by the Commission.

The Contractor hereby assigns to the Union in an irrevocable way all intellectual property rights pertaining to the Paper as from the moment of its acceptance by the Commission. In particular, the rights assigned include:

i) **distribution:**

publishing in paper copies and in electronic form as downloadable or non-downloadable file / making available on internet, broadcasting, public presentation or display, communication through a press information services / inclusion in widely accessible databases or indexes / in any form and by any method existing at this date and in the future / giving access on individual requests without right to reproduce or exploit, as provided for by Regulation 1049/2001 regarding public access to European Parliament, Council and Commission documents

ii) **storage** in paper and electronic format

iii) **archiving** in line with the applicable document management rules

iv) **adaptations** made by the Commission, limited to the following: shortening, making a summary, necessary corrections of a technical or incomplete nature, like addition of titles, leads, bolds, legend, table of content, summary, graphics, subtitles, etc., preparation as a presentation or slide-show, extracting a part or dividing into parts, digitisation or converting the format for storage or usage purposes

v) **translation:** languages used within EU and languages of candidate countries

vi) **use** for own purposes: making available to Commission staff, the persons and entities working for the Commission or cooperating with it, including: contractors, subcontractors whether legal or natural persons, EU-institutions, agencies and bodies, Member States institutions / installing, uploading, processing, arranging, compiling, combining, retrieving, making a copy, reproducing

The assignment covers all territories worldwide, is valid for the whole duration of the rights concerned and is included in the price paid to the Contractor. In the exceptional case where the above-mentioned rights cannot be assigned to the Union, the Contractor shall grant a license to the Union covering all rights mutatis mutandis as provided for above. The license shall be valid world wide for the whole duration of the rights concerned and is included in the price paid to the Contractor.

I.5.2 Pre-existing rights, intermediaries, creators' rights

Where industrial and intellectual property rights, including rights of ownership and rights of use of the Contractor and of third parties, exist prior to the Contract being entered into, ("pre-existing rights") the Contractor shall establish a list which shall specify all pre-existing rights and disclose it to the Commission at the latest when delivering the final result. Concerning all pre-existing rights to delivered results, the Contractor shall grant a license to the Union covering all rights mutatis mutandis as provided for in Article I.5.1. The license shall cover all territories worldwide, be valid for the whole duration of the rights concerned and is included in the price paid to the Contractor. The Contractor shall keep all relevant and exhaustive proofs of acquiring all necessary rights and permissions.

The Commission is entitled to request from the Contractor documentary proof of the acquiring of rights and permissions. If so requested by the Commission, the Contractor shall provide the following information: Name and version number of the software product / name or title of the product work, date of publishing, date of creation, place of publication, and other information allowing to identify origin easily / Full identity of the author, developer, creator, publisher, editor, ... / Copy of the licence to use the product / Agreement transferring the right to the product to the Contractor.

I.5.3 Exploitation licence granted by the Union to the Contractor

I.5.3.1 Notwithstanding the rights under this Contract which vest in the Union and whereby the Union has acquired the ownership, the Commission grants to the Contractor a non-exclusive world-wide license to publish the Paper without remuneration, subject to the terms and conditions for licenses set out hereafter in article I.5.3.2, which license will take effect from the date which falls one year after the approval of the final results of this Contract and be valid for the full term of the Union's copyright.

I.5.3.2 In accordance with Article I.5.3.1, the Commission grants to the Contractor the following non-exclusive world-wide right and licence:

(a) to publish the Paper prepared for the Commission under the Contract in all media, including print, electronic, digital and microfilm forms, and to use the Paper in conjunction with computer systems and/or programs including reproductions or publications in machine-readable form and/or incorporation in retrieval systems, on terms that the copyright therein vests exclusively in the Union

(b) to reproduce and authorise reproduction of the Paper in whole or in part by others, including reprints and photocopies

(c) to permit document delivery services and abstracting and indexing services to include the Paper in whole or in part in their services

(d) to use or permit others to use (with proper credit and citation) the Paper or parts thereof in other works

(e) to translate, or have translated, the Paper into any language and publish the Paper as translated, subject to appropriate acknowledgement of the original language edition thereof

I.5.3.3 The **Contractor shall not request or accept any form of remuneration**, including any commission, compensation, fee, gain or reward, in connection with the exploitation of the license, and shall by way of contract ensure that third parties, to whom he may have granted a permission to use the Paper as described in Article I.5.3.1 above, do not request or accept such remuneration.

I.5.3.4 The Contractor undertakes to ensure that in connection with any exploitation of the license by himself or by third parties to whom he has granted a permission to use the Paper as described in Article I.5.3.2 above, the following is observed:

(a) Each publication of the paper shall include an acknowledgement of the Commission's' copyright as well as a reference to the Contract and the indication that the views expressed in the Paper are those of the author(s) and do not necessarily reflect the official position of the Commission, printed at a suitably prominent place on or near the Paper.

(b) On first publication of the paper in each new media, three (3) free copies thereof shall be delivered to the Commission at the following address:

European Commission, Directorate-General Economic and Financial Affairs (DG ECFIN), Directorate Fiscal Policy, ,B – 1049 Brussels