

TABLE OF ALL SPECIAL CLAUSES ADOPTED APPLICABLE TO THE FP6 MODEL CONTRACT AND TO MARIE CURIE MODEL CONTRACTS FOR THE IMPLEMENTATION OF THE SIXTH FRAMEWORK PROGRAMME OF THE EUROPEAN COMMUNITY (2002-2006)

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1) PARTICIPATION BY THE JRC

1. The *Community* shall carry out part of the *project* through its *Joint Research Centre (JRC)* subject to the following conditions:
 - (a) For the purposes of this *contract*, the *JRC* shall be considered as a *contractor*. It shall have the same rights and same obligations as the other *contractors* and shall be a member of the *consortium* identified in Article 1.2.
 - (b) An amount of [] Euro of the *pre-financing* referred to in Article 8.2.a shall be kept by the *Commission* for the *JRC*.
 - (c) In addition to the documents referred to in Article 7, the *consortium* shall indicate to the *Commission* the amount of each of the payments referred to in Article 8.2.b and 8.2.c to be transferred by the *Commission* to the *JRC*.
 - (d) This *contract* takes precedence over any *consortium agreement* signed by the *Commission*, represented by the *JRC*.
2. Relations within the *Commission* between DG [...] and the *JRC* shall be regulated by an administrative arrangement as set out in Annex [...] to the *contract*, without prejudice to the rights of the other *contractors*.

2) UNITED NATIONS (ONLY FOR USE WITH SPECIALISED AGENCIES AND INTERNATIONAL ORGANISATIONS OF THE UN SYSTEM HAVING ADHERED TO THE UN-EC FINANCIAL AND ADMINISTRATIVE FRAMEWORK AGREEMENT OF THE 29.04.2003 (FAFA))

1. Settlement of dispute

Any dispute arising between the *Commission* and [name of the *contractor*] shall be settled in accordance with Article 14 of the Financial and Administrative Framework Agreement concluded by the *Community*, represented by the *Commission*, and the United Nations on 29.04.2003 (hereinafter referred to as the "Agreement") [to which [name of the *contractor*] adhered on the [date]].

2. Audit certificates, controls and audits

With regard to [name of the *contractor*], the "Agreement on the application of the verification clause to operations administered by the United Nations and financed or co-financed by the *European Community*" annexed to the *Agreement* prevail on this *contract*, in particular its Articles II.26 and II.29.

[3. Governing law

Any matter relating to the interpretation or application of this *contract* which is not covered by its terms shall be resolved by reference to the law of [...]

4. Privileges and immunities

Nothing in this *contract* shall be interpreted as a waiver of any privileges or immunities accorded to [insert name of the *International Organisation*] by its constituent documents or international law.

2BIS) ONLY FOR MARIE CURIE CONTRACTS - UNITED NATIONS (ONLY FOR USE WITH SPECIALISED AGENCIES AND INTERNATIONAL ORGANISATIONS OF THE UN SYSTEM HAVING ADHERED TO THE UN-EC FINANCIAL AND ADMINISTRATIVE FRAMEWORK AGREEMENT OF THE 29.04.2003 (FAFA))

1. Settlement of dispute

Any dispute arising between the *Commission* and [name of the *contractor*] shall be settled in accordance with Article 14 of the Financial and Administrative Framework Agreement concluded by the Community, represented by the *Commission*, and the United Nations on 29.04.2003 (hereinafter referred to as the "Agreement") [to which [name of the *contractor*] adhered on the [date]].

2. Audit certificates, controls and audits

With regard to [name of the *contractor*], the "Agreement on the application of the verification clause to operations administered by the United Nations and financed or co-financed by the European Community" annexed to the Agreement prevail on this contract, in particular its [for Marie Curie monocontractor Articles II.22 and II.25] [for Marie Curie multicontractors Articles II.23 and II.26]

[3. Governing law

Any matter relating to the interpretation or application of this contract which is not covered by its terms shall be resolved by reference to the law of [...]

4. Privileges and immunities

Nothing in this contract shall be interpreted as a waiver of any privileges or immunities accorded to [insert name of the International Organisation] by its constituent documents or international law.

2.A) INTERNATIONAL ORGANISATIONS (GENERAL RULE) AND 2.A BIS) ONLY FOR MARIE CURIE CONTRACTS - INTERNATIONAL ORGANISATIONS (GENERAL RULE)

1. Arbitration

a. Any dispute between the *Commission* ("Party") and (an) *international organisation(s)* ("Party") acting as *contractor(s)* (collectively referred to in this Article of the contract as the "Parties") relating to the contract, which cannot be settled amicably shall be referred to an arbitration committee in accordance with the procedure specified below.

b. When notifying the other Party of its intention to resort to arbitration, the notifying Party shall also inform the other Party of its appointed arbitrator. The second Party shall appoint its arbitrator within one month of that written notification.

The two arbitrators shall, by joint agreement and within three months of the appointment of the second Party's arbitrator, appoint a third arbitrator who shall be the chairman of the arbitration committee, unless a sole arbitrator is agreed by both Parties.

c. Within one month of the appointment of the third arbitrator, the Parties shall agree on the terms of reference of the arbitration committee, including the procedure to be followed.

d. The arbitration proceedings shall take place in Brussels.

- e. The arbitration committee shall apply the terms of the *contract*. The arbitration committee shall set out in the award the detailed grounds for its decision.
- f. The arbitral award shall be final and binding upon the Parties, who hereby expressly agree to renounce any form of appeal or revision.
- g. The costs, including all reasonable fees expended by the Parties to any arbitration hereunder, shall be apportioned between the Parties by the arbitration committee.

2. Audit certificates

With reference to Article II.26, audit certificates to be provided by an *international organisation* shall be established by its regular internal or external auditor, in accordance with its internal financial regulations and procedures.

3. Controls and audits

The competent bodies of the European Community shall address any requests for controls or audits pursuant to the provisions of Article II.29, to the Director General of the *international organisation*.

The *international organisation* shall make available to the competent bodies of the European Community, upon request, all relevant financial information, including statements of accounts concerning the action, where they are executed by the *international organisation* or by a subcontractor. In conformity with Article 248 of the Treaty and with the Financial Regulation of the European Community, the competent bodies of the European Communities may undertake, including on the spot, checks related to the action financed by the European Community.

Any control or audit shall be carried out on a confidential basis.

[4. Governing law

Any matter relating to the interpretation or application of this *contract* which is not covered by its terms shall be resolved by reference to the law of [...]

5. Privileges and immunities

Nothing in this contract shall be interpreted as a waiver of any privileges or immunities accorded to [*insert name of the International Organisation*] by its constituent documents or international law.

2.ABIS) ONLY FOR MARIE CURIE CONTRACTS - INTERNATIONAL ORGANISATIONS (GENERAL RULE)

1. Arbitration

- a. Any dispute between the *Commission* ("Party") and (an) *international organisation(s)* ("Party") acting as *contractor(s)* (collectively referred to in this Article of the *contract* as the "Parties") relating to the *contract*, which cannot be settled amicably shall be referred to an arbitration committee in accordance with the procedure specified below.
- b. When notifying the other Party of its intention to resort to arbitration, the notifying Party shall also inform the other Party of its appointed arbitrator. The second Party shall appoint its arbitrator within one month of that written notification.

The two arbitrators shall, by joint agreement and within three months of the appointment of the second Party's arbitrator, appoint a third arbitrator who shall be the chairman of the arbitration committee, unless a sole arbitrator is agreed by both Parties.

- c. Within one month of the appointment of the third arbitrator, the Parties shall agree on the terms of reference of the arbitration committee, including the procedure to be followed.
- d. The arbitration proceedings shall take place in Brussels.
- e. The arbitration committee shall apply the terms of the *contract*. The arbitration committee shall set out in the award the detailed grounds for its decision.
- f. The arbitral award shall be final and binding upon the Parties, who hereby expressly agree to renounce any form of appeal or revision.
- g. The costs, including all reasonable fees expended by the Parties to any arbitration hereunder, shall be apportioned between the Parties by the arbitration committee.

2. Audit certificates

With reference to [for *Marie Curie monocontractor* Article II.22] [for *Marie Curie multicontractors* Article II.23], audit certificates to be provided by an *international organisation* shall be established by its regular internal or external auditor, in accordance with its internal financial regulations and procedures.

3. Controls and audits

The competent bodies of the European Community shall address any requests for controls or audits pursuant to the provisions of Article II.29, to the Director General of the *international organisation*.

The *international organisation* shall make available to the competent bodies of the European Community, upon request, all relevant financial information, including statements of accounts concerning the action, where they are executed by the *international organisation* or by a subcontractor. In conformity with Article 248 of the Treaty and with the Financial Regulation of the European Community, the competent bodies of the European Communities may undertake, including on the spot, checks related to the action financed by the European Community.

Any control or audit shall be carried out on a confidential basis.

[4. Governing law

Any matter relating to the interpretation or application of this *contract* which is not covered by its terms shall be resolved by reference to the law of [...]

5. Privileges and immunities

Nothing in this contract shall be interpreted as a waiver of any privileges or immunities accorded to [*insert name of the International Organisation*] by its constituent documents or international law.

3) COMPLEMENTARY CONTRACTS

1. In addition to the provisions of Article II.1, the following definitions shall apply to this *contract*:

(a) **Complementary contract(s)** means a contract(s) concluded with the *Community* in respect of work technically related to the *project*, including for the purposes of *use*, and recognised in writing by the *contractors* to each contract as being complementary.

(b) **Complementary contractor** means a contractor of the contract(s) recognised as *complementary contract(s)* to this *contract*.

2. The following contract[s] [are] [is] complementary to the present one: [number]

3. *Complementary contractors* enjoy the rights and bear the obligations of *contractors* with regard to Part C of Annex II.

Complementary contractors are not members of the *consortium* for the purpose of this *contract*.

4. The [*coordinator*] [*only for Marie-Curie mono-contractor - contractor*] shall provide copies of the reports referred to in Article II.7.2.a and II.7.4.a to the coordinator[s] of the *complementary contract[s]*. *Complementary contractors* shall treat this information in accordance with Article II. 9 and Part C of Annex II.

3BIS) CLUSTERING AND CONCERTATION

In order to assure coherence of the work within the *specific programme* and its relevance in worldwide developments, the *contractors* will be required to participate in periodic cross-dissemination meetings together with other related projects. When applicable, the *contractors* of these projects shall collectively discuss common approaches to standardisation activities. The concertation activities related with the project clusters foresee up to four meetings per year with the presence of project representatives. Interest groups clusters will be flexible and will be organised by the Commission services if added-value is demonstrated and if they answer a particular need for action in relation to a clearly identified and targeted theme.

4.A) SOLE CONTRACTOR CLAUSE FOR SSA THAT MAY BECOME MULTI-CONTRACTORS (OR OTHER SIMILAR CASES)

1. All references to the "*contractors*" or to the "*consortium*" or to the "*coordinator*" in this *contract* and in the Annexes thereto shall be interpreted as references to the "*contractor*".

2. Where the *consortium* is enlarged in accordance with Article 3 of the *contract*, the paragraph above does not apply from the date the enlargement is accepted.

4.B) SOLE CONTRACTOR CLAUSE FOR SSA THAT CANNOT BE MULTI-CONTRACTOR

All references to the "*contractors*" or to the "*consortium*" or to the "*coordinator*" in this *contract* and in the Annexes thereto shall be interpreted as references to the "*contractor*".

5) MID-TERM REVIEW CLAUSES

1. A mid-term review shall be held after [Pn].

2. At least two months before the end of [Pn], the *Commission* shall communicate to the *consortium* in accordance with Article 11 the modalities of the mid-term review, including, where appropriate, any meeting it may propose to convene and that it may request the *consortium* to organise. [Each *contractor* is requested by the *Commission* to attend such meeting in

accordance with Article II.3.2.g.]

Costs incurred by the *consortium* in relation to the mid-term review shall be eligible under the activity referred to in Article II.2.4.

- [3. Together with the documents referred to in Article II.7.2 related to [Pn], the *consortium* shall submit [a “mid-term report” covering all the work carried out since the start of the *project*, objectives, intermediary results and conclusions, an updated *plan for using and disseminating the knowledge, and*¹], an update of the remaining work planned in Annex I. These documents shall be evaluated in accordance with Article II.8.1, 2, 4 and 5.]
- [4. The mid-term review shall be made against the satisfactory completion of the following deliverables before month X:
*[List deliverables for the mid-term review]*².]

5BIS) ONLY FOR MARIE CURIE MULTI-CONTRACTOR CONTRACTS - MID-TERM REVIEW CLAUSES

1. A mid-term review shall be held after [Pn].
2. At least two months before the end of [Pn], the *Commission* shall communicate to the *consortium* in accordance with Article 11 the modalities of the mid-term review, including, where appropriate, any meeting it may propose to convene and that it may request the *consortium* to organise. [Each *contractor* is requested by the *Commission* to attend such meeting in accordance with Article II.3.2.g.]

Costs incurred by the *consortium* in relation to the mid-term review shall be eligible under the management of the *consortium* activities of the *project* referred to Article II.2.

- [3. Together with the documents referred to in Article II.7.2 related to [Pn], the *consortium* shall submit [a “mid-term report” covering all the work carried out since the start of the *project*, objectives, intermediary results and conclusions, *and*³], an update of the remaining work planned in Annex I. These documents shall be evaluated in accordance with Article II.8.1, 2, 4 and 5.]
- [4. The mid-term review shall be made against the satisfactory completion of the following deliverables before month X:
*[List deliverables for the mid-term review]*⁴.]

6) Modalities of payment of *pre-financing* subject to financial guarantees

6.A) PAYMENT OF THE CONSORTIUM’S PRE-FINANCING SUBJECT TO OBTAINING FROM A CONTRACTOR A FINANCIAL GUARANTEE, FOR INSTRUMENTS WITH COLLECTIVE RESPONSIBILITY THAT IS INSUFFICIENT TO COVER THE EC FINANCIAL CONTRIBUTION

The *coordinator* shall not distribute to the *contractor* [name] any *pre-financing* until a financial guarantee of a value of [amount] is provided to the *Commission* by the *consortium* or the *contractor*.

¹ If more than one reporting period covered by the mid-term review. Otherwise, periodic reports are the mid-term report + updated work plan.

² If different from the milestones established in Annex I.

³ If more than one reporting period covered by the mid-term review. Otherwise, periodic reports are the mid-term report + updated work plan.

⁴ If different from the milestones established in Annex I.

6.B) PAYMENT OF THE CONSORTIUM'S PRE-FINANCING SUBJECT TO OBTAINING A FINANCIAL GUARANTEE (USUALLY FOR INSTRUMENTS WITHOUT COLLECTIVE RESPONSIBILITY BUT ALSO CAN BE USED FOR THE COORDINATOR IN INSTRUMENTS WITH COLLECTIVE RESPONSIBILITY WHERE THE PROTECTION OF THE COMMUNITY FINANCIAL INTERESTS ARE NOT SUFFICIENTLY COVERED)

[A share of [x%] of] [An amount of € x of] the *pre-financing* referred to in Article 8.2.a shall be retained by the *Commission* until *contractor* [name] provides to the *Commission* a financial guarantee equivalent to that [share][amount].

6.C) THE CONTRACTOR AGREES THAT IN LIEU OF A FINANCIAL GUARANTEE NO PRE-FINANCING SHALL BE PROVIDED

The *coordinator* shall not distribute to the *contractor* [name] any *pre-financing*. Only settled payments based on approved technical reports and financial statements accompanied by audit certificates shall be made to this *contractor*.

6.CBIS) ONLY FOR MARIE CURIE MONO-CONTRACTOR - THE CONTRACTOR AGREES THAT IN LIEU OF A FINANCIAL GUARANTEE NO PRE-FINANCING SHALL BE PROVIDED

The *Commission* shall not transfer to the *contractor* any *pre-financing*. Only settled payments based on approved technical reports and financial statements accompanied by audit certificates shall be made to the *contractor*.

6.D) PAYMENT OF THE CONSORTIUM'S PRE-FINANCING SUBJECT TO OBTAINING A FINANCIAL GUARANTEE FROM THE CO-ORDINATOR (FOR INSTRUMENTS WITH COLLECTIVE RESPONSIBILITY)

(Payment of the consortium's pre-financing subject to obtaining a financial guarantee from the co-ordinator for instruments without collective responsibility is covered by special clause 6B. This special clause is also to be used for coordinators in projects with collective responsibility where the coverage is not sufficient to protect the Community financial interests).

Notwithstanding the provisions of Article 8, the *pre-financing* for this *project* shall not be paid by the *Commission* until a financial guarantee of a value of [amount] is provided by the *co-ordinator* to the *Commission*. The guarantee may be lifted once all the other *contractors* have acceded to the *contract*.

6.DBIS) ONLY FOR MARIE CURIE MONO-CONTRACTOR CONTRACTS - PAYMENT OF THE PRE-FINANCING SUBJECT TO OBTAINING A FINANCIAL GUARANTEE FROM THE CONTRACTOR

Notwithstanding the provisions of Article 6, the *pre-financing* for this *project* shall not be paid by the *Commission* until a financial guarantee of a value of [amount] is provided by the *contractor* to the *Commission*.

7) LATE PAYMENT OF THE PRE-FINANCING

Notwithstanding the provisions of Article 8.2.a, the *pre-financing* shall be paid not earlier than 45 days before the *start date* of the *project*.

8) EXONERATION OF FINANCIAL COLLECTIVE RESPONSIBILITY (WHERE DULY JUSTIFIED FOR SPECIFIC SUPPORT ACTIONS – ALREADY COVERED BY ANNEX II MARIE CURIE ACTIONS AND ANNEX III FOR SME SPECIFIC ACTIONS)

The provisions of Article II.18 do not apply to this *contract*.

9) REIMBURSEMENT OF LESS THAN 100% FOR SSA OR OTHER INSTRUMENTS WITH OTHER SPECIFIC ACTIVITIES, EXCEPT FOR NOE

1. For contractors using the FC and FCF cost models, costs for "other specific activities" shall be reimbursed at a rate of [x < 100%]

[2. However, costs incurred [during month [] and month []] by the following *contractors* for “other specific activities” shall be reimbursed at a rate of [x’> or < x and <100%]:

[*contractor name*]]

[3. The indirect costs incurred by *contractors* using the FC model shall not be limited to the rate referred to in Article II.25. Such *contractors* shall indicate their real eligible indirect costs incurred in carrying out the contract.]

10) SIGNATURE OF A CONSORTIUM AGREEMENT AS PREREQUISITE TO BEGINNING OF PROJECT

1. The signature of the *consortium agreement* is mandatory before the start of the *project*.

2. The date of the signature of the *consortium agreement* by all *contractors* shall be communicated to the *Commission*. The *start date* of the *project* shall be the first day of the month following the last date of signature of the *consortium agreement* by all the *contractors*.

11) INELIGIBILITY OF COSTS INCURRED IN RELATION TO AN ACTIVITY

Any costs incurred for [*identify*] activity(ies) are not eligible for reimbursement under the *project*.

12) INCREASE OF THE EC FINANCIAL CONTRIBUTION (ONLY FOR MULTI-ANNUAL SSA IDENTIFIED UNDER ARTICLE 9.2.A OF THE RULES FOR PARTICIPATION)

At the end of each reporting period except the last, and in addition to the reports referred to in Article 7.1 and 7.2, the *contractor* shall submit to the *Commission* an update of Annex I, including a detailed work plan and a revised budget for the following period and the first 6 months of the next one where applicable.

When approving reports for a particular period, the *Commission* may amend the contract to increase its financial contribution based on the above-mentioned revised budget, and within the limits of the amount established in the work programme of the specific programme.

13) CONTRACTORS WITH FLAT RATE OVERHEADS OF LESS THAN 20%

Notwithstanding the provisions of Articles II.22 and II.25, the percentage of overheads for *contractor* [*name*] is fixed at [x<20%] of the total eligible direct cost.

14) CONTRACTORS WITH ELIGIBLE COSTS BUT NO EC CONTRIBUTION (E.G. USUALLY FROM THIRD COUNTRIES)

1. Costs incurred by the following *contractor(s)* shall not be taken into consideration for determining the *Community* financial contribution:

[*name of contractor*]

2. *Contractor(s)* mentioned in the previous paragraph [*is*] [*are*] not subject to financial audits and audits on accounting and management principles referred to in Article II.29.1.

3. Article II.18, Section 1 of Part B of Annex II and any provision of Section 2 deriving from Section 1 do not apply to that/those *contractor(s)*.

14BIS) ONLY FOR MARIE CURIE ACTIONS CONTRACTS – CONTRACTORS WITH ELIGIBLE COSTS BUT NO EC CONTRIBUTION (E.G. USUALLY FROM THIRD COUNTRIES)

1. Costs incurred by the [following] *contractor(s)* shall not be taken into consideration for determining the *Community* financial contribution:

[*name of contractor*]

2. *Contractor(s)* mentioned in the previous paragraph [is] [are] not subject to financial audits and audits on accounting and management principles referred to in [*for Marie Curie multi-contractor Article II.26.1*][*for Marie Curie mono-contractor Article II.25.1*].

3. Section 1 of Part B of Annex II and any provision of Section 2 deriving from Section 1 do not apply to that/those *contractor(s)*.

15) ETHICAL RULES

1. The *contractors* shall comply with the ethical framework of FP6, all applicable legislation, any relevant future legislation and the following specific programmes for research, technological development and demonstration: Integrating and strengthening the European Research Area (2002-2006) and Structuring the European Research Area (2002-2006)⁵.

2. The *contractors* undertake not to carry out research under this *project* involving any of the following activities:

(a) research activities aiming at human cloning for reproductive purposes,

(b) research activities intended to modify the genetic heritage of human beings which could make such change heritable and

(c) research activities intended 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.

15BIS) RESEARCH ACTIVITIES INVOLVING THE USE OF HUMAN EMBRYOS AND HUMAN EMBRYONIC STEM CELLS

The *contractors* shall inform the *Commission* in writing of any research activities that may involve the use of human embryos or human embryonic stem cells, unless such provisions in Annex I to the *contract* have specifically been approved. Such research may not take place without the prior written agreement of the *Commission*. The agreement of the *Commission* shall be subject to its internal procedures. Should such research not be approved, the *Commission* will not fund it as part of the *project* and may terminate the *contract* if the project cannot continue without that research.]

[15TER) ETHICAL REVIEW

1. The *contractor(s)* shall provide the *Commission* with a written confirmation that it has received (a) favourable opinion(s) of the relevant ethics committee(s) and, if applicable, the regulatory approval(s) of the competent national or local authority(ies) in the country in which the research is to be carried out before beginning any *Commission* approved research requiring such opinions or approvals. The copy of the official approval from the relevant national or local ethics committees must also be

⁵ Council Decision 2002/834/EC on the specific programme for research, technological development and demonstration: Integrating and strengthening the European Research Area (2002-2006) and Council Decision 2002/835/EC on the specific programme for research, technological development and demonstration: Structuring the European Research Area (2002-2006).

provided to the *Commission*.

- [2. The contractors shall ensure that, where an ethical review has been carried out by the *Commission*, the research carried out under the project fully complies with the following additional requirements resulting from the ethical review:

Free text with clear operational conclusions from the ethical review.]

16) CLINICAL RESEARCH (FOR BIOMEDICAL RESEARCH INVOLVING HUMAN BEINGS):

1. The *contractor(s)* shall provide the *Commission* with a statement confirming that it has received (a) favourable opinion(s) of the relevant ethics committee(s) and, if applicable, the regulatory approval of the competent national authority(ies) in the country concerned before beginning any biomedical research involving human beings.
- [2. (*for biomedical research involving human beings including clinical or other trials*) The *Commission* shall never be considered as a sponsor for clinical trials in the sense of Directive 2001/20/EC of the European Parliament and of the Council of 4 April 2001 on the approximation of the laws, regulations and administrative provisions of the Member States relating to the implementation of good clinical practice in the conduct of clinical trials on medicinal products for human use.

Annex I shall indicate the name(s) of any such sponsor(s).

For trials not covered by Directive 2001/20/EC, Annex I shall indicate the name of the person or organisation that is responsible for the initiation, co-ordination and monitoring of the trial]

17) SPECIFIC SUPPORT ACTIONS INVOLVING TRANSNATIONAL ACCESS

A. Definitions

In addition to the provisions of Article II.1, the following definitions shall apply to this *contract*:

- a. **Access provider:** means the *contractor* that is in charge of providing access to the *infrastructure*, as specified in Annex I.
- b. **Infrastructure:** means the research facility (facilities) to which *user groups* are given transnational access under the *project*, as specified in Annex I.
- c. **International European Interest Organisations:** means an *international organisation*, the majority of whose members are European Community Member States or *Associated States*, and whose principal objective is to promote scientific and technological co-operation in Europe.
- d. **User:** means a researcher within a *user group*, including the *user group leader*.
- e. **User group:** means a research team of one or more researchers given access to the *infrastructure* under the *project*. Each *user group* is led by a *user group leader*.

B. Performance obligations

For activities aimed at providing transnational access, the *access provider* shall, in addition to the provisions of Annex I and Article II.3:

- (a) publicise widely, including on a dedicated Web page on the Internet, the access offered under this *contract* so that researchers throughout the Member States and the *Associated States* who might wish to have access to the *infrastructure* may be made aware of the possibilities open to them;

- (b) select the *user groups* in accordance with part C of this Article;
- (c) provide access free of charge to selected *user groups*, including all the infrastructural, logistical, technological and scientific support (including training courses for *users*) that is normally provided to external researchers given access to the *infrastructure*;
- (d) ensure that *users* comply with the terms and conditions of this contract;
- (e) maintain, on a regular basis and in accordance with its own usual accounting principles, appropriate documentation to support and justify the amount of access reported; this documentation shall include records of the names, nationalities, and home institutions of *users* within the *user groups*, as well as the nature and quantity of access provided to them.

C. Eligibility and selection of the *user groups*

1. To be eligible to benefit from access to the *infrastructure* under the *contract*, a *user group* must satisfy the following two conditions:

- both the *user group* leader and the majority of the *users* must come from Member States or *Associated States*;
- both the *user group* leader and the majority of the *users* must come from a country other than the country(ies) where the legal entity(ies) operating the *infrastructure* is(are) established.

The second condition shall not apply when the *access provider* is an *international European interest organisation* or the *JRC*.

When the *infrastructure* is composed of several research facilities operated by different legal entities, the second condition shall apply to each facility.

- 2. Only *user groups* that are entitled to disseminate the *knowledge* they have generated under the *project* are eligible to benefit from access to the *infrastructure* under the *contract*. The sole exception to this rule shall be *user groups* from an *SME* that wish to use the *infrastructure* for the first time.
- 3. Prospective *user groups* requesting access shall be required by the *access provider* to submit in writing a description of the work that they wish to carry out and the names, nationalities and home institutions of the researchers expected to take part.
- 4. The *access provider* shall set up a *user group* selection panel, which will assist the *access provider* in the selection of the *user groups*, according to the conditions set out in this Article. The *user group* selection panel shall assess all proposals received and recommend a short-list of the *user groups* that should benefit under the *contract*. In so doing, it will apply the principles of transparency, fairness and impartiality.
- 5. The *user group* selection panel shall be composed of international experts in the field, at least half of whom shall be independent and external to the staff of the *infrastructure*, unless otherwise specified in Annex I.
- 6. The *user group* selection panel shall base its selection on scientific merit, taking into account that priority should be given to *user groups* who:
 - have not previously used the *infrastructure*, and
 - are working in countries where no such research *infrastructures* exist.

The *Commission* may, within the overall scope and financial limits of the *contract*, request the *access provider* to follow additional priorities in the selection of *user groups* in the *interest of the*

Community. The *access provider* shall not unreasonably withhold its agreement to such requests.

7. Before selecting *user groups* requiring access exceeding 3 months, the *access provider* shall seek prior written approval of the *Commission*, unless such longer access is foreseen in Annex I.

D. Reports and deliverables

For the activities of providing transnational access, the *access provider* shall, in addition to the provisions of Article II.7, submit to the *Commission* for approval:

- (a) an initial database report, to be updated annually, if necessary, suitable for publication in an electronic database and in the yearbooks published by the *Commission*;
- (b) a section in the periodic activity reports required by Article II.7, reporting on the access activity, that shall include the membership of the *user group* selection panel as well as the amount of access provided to the *user groups*, with the description of their work, and the names and home institutions of *users*.

E. Confidentiality

The *access provider* shall ensure that the *users* have the same rights and obligations in regard to confidentiality as referred to for the *access provider* in Article II.9.

In addition to the provisions of Article II.9, the *access provider* shall require the *users* to keep confidential any document, information, *knowledge*, *pre-existing know-how* or other documents communicated to them in relation to the *project*.

F. Publicity

The *access provider* shall ensure that the *users* have the same rights and obligations in regard to publicity as referred to for the *access provider* in Article II.12.

In particular, the *access provider* shall, throughout the duration of the *project*, take any appropriate measure to ensure that, in their publications, *users* make suitable publicity to the access provided to them under the *contract* by the European Community, in conformity with Article II.12.

In addition to the information referred to in paragraph 2 of Article II.12, the *Commission* shall be authorised to publish, in whatever form and on or by whatever medium, including the Internet, the list of the *users*.

G. Access rights

In addition to the provisions of Article II.35, the *access provider* shall ensure that the *users* enjoy, on a royalty-free basis, *access rights* to the *pre-existing know-how* of the *access provider* and to the *knowledge*, if that *pre-existing know-how* or *knowledge* is needed to carry out their own work under the *project*.

H. Incompatible or restrictive commitments

In addition to the provisions of Article II.36, the *access provider* required to grant *access rights* shall inform, as soon as possible, the *users* of any restriction which might substantially affect the granting of *access rights*, as the case may be.

I. Cost reporting models

For the activities of providing transnational access, this section shall replace Article II.22 of Annex II.

1. There are two models for reporting costs under the *contract*:

- eligible direct costs, calculated as specified in paragraph 2 of this section, and a flat rate for indirect costs, are charged by an *access provider* using the user fee reporting model (UF). The flat rate is 20% of all direct costs minus costs of subcontracts, which is deemed to cover any indirect costs incurred by the *access provider* under the *project*.
- eligible direct additional costs and a flat rate for indirect costs are charged by an *access provider* using the additional cost model (AC). The flat rate is 20% of all direct additional costs minus costs of subcontracts, which is deemed to cover any indirect costs incurred by the *access provider* under the *project*.

2. The *access provider* may identify its eligible direct costs, related to the access provided to the *users* given access to the *infrastructure*, on the basis of a user fee (UF), according to the following formula:

user fee = unit cost x actual quantity of access delivered within the *project*

The unit cost, negotiated between the *Commission* and the *access provider*, shall be defined on the basis of the average annual direct costs of providing access to the *infrastructure*, divided by the total annual quantity of access provided to the researchers normally having access to the *infrastructure* (excluding the *user groups* supported for access by the *Community*). These direct costs may cover also preparatory work and specific training courses for the *users* but shall exclude all contributions to the capital investments of the *infrastructure*. This unit cost shall be specified in Annex I to the *contract* and is to be used throughout the duration of the *contract*.

Eligible direct costs may also include the travel and subsistence costs related to visits by *users* and to the *user group* selection panel, where necessary.

When the *infrastructure* is composed of several research facilities with different access costs, a separate unit cost may be defined for each facility.

3. *Access providers* which may use the additional cost reporting model (AC) are:

- non-commercial or non-profit organisations established either under public law or private law, or
- international organisations,

which do not have an accounting system that allows the share of their direct and indirect costs relating to the *project* to be distinguished.

4. All *access providers* may use the user fee cost reporting model (UF), provided they have an accounting system that allows their direct costs relating to the *project* to be identified.

5. Any *access providers* using for the other activities of the *project* one of the full cost reporting models established in Article II.22.1 (FC or FCF) must use the user fee cost reporting model (UF) for activities aimed at providing transnational access.

6. Where an *access provider* may choose between the UF or AC cost reporting model for activities aimed at providing transnational access, it shall apply that model for the same type of activities in all *contracts* established under the Sixth Framework Programme which include activities aimed at providing transnational access.

18) CASES WHERE OTHER ENTERPRISES AND/OR END-USERS PARTICIPATE

1. In addition to the obligations identified in Article II.3.1 and Article III.2.1, the *consortium* shall ensure that the *Community* financial contribution to the costs of the *other enterprises* and *end-users* shall be used in priority to provide the *RTD Performers* 100% of their eligible costs incurred for research and technological development or innovation activities during the *project*, unless the other *enterprises* and *end-users* can demonstrate that the *Community* financial contribution to their costs is essential to their participation in the *project*. If this contribution is not sufficient to cover the eligible costs of those *RTD Performers*, the *Community* financial contribution to the costs of the *SME contractors* should be used in second priority.
2. The *project* shall not start until the *Commission* has received a duly signed copy of the *consortium agreement* that respects this provision. The start date of the *project* will be communicated to the *contractors* by the *Commission*.

19) DELAYED ACCESSION OF CONTRACTORS ESTABLISHED IN A NEW MEMBER STATE TO CONTRACTS ENTERING INTO FORCE BETWEEN THE 01.01.2004 AND THE 30.04.2004 DUE TO ARTICLE 32 OF THE ACCESSION TREATIES

- A) *pDelayed entry into force of the accession of one or more contractors established in a new Member State to a multi-contractor contract signed by the coordinator and the Commission between the 01.01.2004 and the 30.04.2004 (for contracts covered by 2004 budget appropriations - contracts signed in 2004 on 2003 appropriations are not concerned)*

"The accession of the following *contractor(s)* to the *contract* shall become effective on 01.05.2004.

[*name*]

Nonetheless, if the *start date* of the *project* is prior to 01.05.2004, any costs incurred by that *contractor* are eligible from the *start date* of the *project*."

- [B) *Replacement of the initial coordinator of a multi-contractor contract by a contractor established in a new Member State who could not sign and act as coordinator between the 01.01.2004 and the 30.04.2004 due to delayed accession to the contract (for contracts covered by 2004 budget appropriations - contracts signed in 2004 on 2003 appropriations are not concerned - clause 19A has to be used in addition to this clause)*

"As of 01.05.2004, [*name of the contractor*] shall assume the rights and obligations of *coordinator* under this *contract* and [*name of the initial coordinator*] shall cease to be *coordinator*.

The information in Article 11.3 regarding the bank account to which payments shall be made is replaced by [*account of new coordinator*] and the name and address of the contact person and mailbox for the *coordinator* in Article 11.1 and 11.2 is replaced by ..."]

- [C) *Delayed entry into force of a single contractor contract with a contractor established in a new Member State. To be included if the contract had to be signed before 01.05.2004 at the request of that contractor or in order to avoid granting financial support to extinguished actions (see article 112.1 of the Financial Regulation) (for contracts covered by 2004 budget appropriations - contracts signed in 2004 on 2003 appropriations are not concerned - clause 19A has to be used in addition to this clause).*

"Without prejudice to the eligibility of the costs incurred from the *start date* of the *project*, this *contract* shall enter into force on 01.05.2004".]

20) SUBLICENSING OF SOFTWARE (NOT REALLY NECESSARY AS PROVIDED FOR BY ARTICLE 35.1.E- TO BE USED ONLY IF IT IS TO BE IMPOSED UPON CONTRACTORS)

The *access rights* granted under Article II.35 to this contract in respect of *knowledge* in the form of software shall include the right for the beneficiary to grant the sublicenses required due to amalgamation and incorporation of the software with the beneficiary's own *knowledge* for its products or processes.

20BIS) ONLY FOR MARIE CURIE CONTRACTS - SUBLICENSING OF SOFTWARE (NOT REALLY NECESSARY AS PROVIDED FOR BY ARTICLE 32.1.E- TO BE USED ONLY IF IT IS TO BE IMPOSED UPON CONTRACTORS)

The *access rights* granted under [Article II.32 for Marie Curie multicontractors] [Article II.31 for Marie Curie monocontractor] to this contract in respect of *knowledge* in the form of software shall include the right for the beneficiary to grant the sublicenses required due to amalgamation and incorporation of the software with the beneficiary's own *knowledge* for its products or processes.

21) IDENTIFIED BANK ACCOUNT

The bank account to which all payments of the *Community* financial contribution shall be made, as identified in Article 11.3 of this *contract*, shall be opened specifically and exclusively for the *project*.

21BIS) ONLY FOR MARIE CURIE MONOCONTRACTOR - IDENTIFIED BANK ACCOUNT

The bank account to which all payments of the *Community* financial contribution shall be made, as identified in Article 9.3 of this *contract*, shall be opened specifically and exclusively for the *project*.

22) DIFFERENT COST REPORTING MODEL WITHIN THE SAME LEGAL ENTITY

Notwithstanding the provisions of Article II.22.4, [*name of the department/institute*] which is an integral part of *contractor* [*name of legal entity*] may use the FC cost model for identifying its eligible costs in FP6 contracts, despite the fact that the *contractor* uses the AC cost model in FP6 contracts.

23) ENTITIES COMPOSED OF ONE OR MORE LEGAL ENTITIES [EEIGS/ JOINT RESEARCH UNITS (UNITÉS MIXTES DE RECHERCHE ETC.) / ENTERPRISE GROUPINGS]

1. **[Option A : For Joint research units]** The *contractor* [*name of the contractor*] represents also the following members of [*name of the JRU*] (referred to in this special clause as "*member(s)*")

--[*name of the legal entity*].

---[*name of the legal entity*].]

[Option B: For legal entity composed of legal entities, i.e EEIG, Enterprise groupings..] The *contractor* [*name of the contractor*] represents also its *members* (referred to in this special clause as "*members*")

2. The *contractor* may charge costs incurred by the *members* in carrying out the project, in accordance with the provisions of the *contract*. These costs shall not be considered as receipts of the *project*.

The *members* shall identify the costs to the *project* in accordance with the provisions of part B of the *contract*. Each *member* shall apply a cost reporting model in accordance with the principles established in articles II.19, II.20 and II.21. The *contractor* shall provide to the *Commission*:

- an individual financial statement from each *member* in the format specified in Form C. These costs shall not be included in the *contractor's* Form C
- an audit certificate from each *member* in accordance with the relevant provisions of this *contract*
- a summary financial report consolidating the sum of the eligible costs borne by each *member* and the *contractor*, as stated in their individual financial statements, shall be appended to the *contractor's* Form C.

When submitting reports referred to in Article II.7, the *consortium* shall identify work performed and resources deployed by each *member*.

3. The eligibility of the *member's* costs charged by the *contractor* is subject to controls and audits of the *members*, in accordance with Article II.29.
4. The *contractor* shall retain sole responsibility toward the *Community* and the other *contractors* for its *members*. The *contractor* shall ensure that the *members* abide by the provisions of the *contract*.

23BIS) ONLY FOR MARIE CURIE CONTRACTS - ENTITIES COMPOSED OF ONE OR MORE LEGAL ENTITIES [EEIGs/ JOINT RESEARCH UNITS (UNITÉS MIXTES DE RECHERCHE ETC.) / ENTERPRISE GROUPINGS]

1. **[Option A: For Joint research units]** The *contractor* [*name of the contractor*] represents also the following members of [*name of the JRU*] (referred to in this special clause as "*member(s)*")

--[*name of the legal entity*].

---[*name of the legal entity*].]

[Option B: For legal entity composed of legal entities, i.e EEIG, Enterprise groupings...] The *contractor* [*name of the contractor*] represents also its *members* (referred to in this special clause as "*members*")

2. The *contractor* may charge costs incurred by the *members* in carrying out the project, in accordance with the provisions of the *contract*. These costs shall not be considered as *receipts* of the *project*.

The *members* shall identify the costs to the *project* in accordance with the provisions of part B of Annex II and of Annex III of the *contract*. The *contractor* shall provide to the *Commission*:

- an individual financial statement from each *member* in the format specified in Form C. These costs shall not be included in the *contractor's* Form C
- an audit certificate from each *member* in accordance with the relevant provisions of this *contract*
- a summary financial report consolidating the sum of the eligible costs borne by each *member* and the *contractor*, as stated in their individual financial statements, shall be appended to the *contractor's* Form C.

When submitting reports referred to in Article II.7, the **[for Marie Curie monocontractor - contractor]** **[for Marie Curie multicontractor – consortium]** shall identify work performed and

resources deployed by each *member*.

3. The eligibility of the *member's* costs charged by the *contractor* is subject to controls and audits of the *members*, in accordance with [**for Marie Curie monocontractor-** Article II.25] [**for Marie Curie multicontractor-** Article II.26].
4. The *contractor* shall retain sole responsibility toward the *Community* and the other *contractors* for its *members*. The *contractor* shall ensure that the *members* abide by the provisions of the *contract*.

24) MANAGEMENT OF THE CONSORTIUM ACTIVITY COSTS PAID AT 100% LIMITED TO A LOWER PERCENTAGE THAN <7% OF THE COMMUNITY FINANCIAL CONTRIBUTION

Notwithstanding the last paragraph of Article II.25, the costs relating to management of the *consortium* activities identified in Article II.2 may be only be charged up to a maximum of [X%-lower percentage than <7%] of the *Community* financial contribution.

24BIS) ONLY FOR MARIE CURIE MULTICONTRACTOR CONTRACTS - MANAGEMENT OF THE CONSORTIUM ACTIVITY COSTS PAID AT 100% LIMITED TO A LOWER PERCENTAGE THAN <7% OF THE COMMUNITY FINANCIAL CONTRIBUTION (TO BE USED ONLY IN THOSE CASES WHERE THE MAXIMUM PERCENTAGE FOR MANAGEMENT OF THE CONSORTIUM ACTIVITY IS 7%)

Notwithstanding the provisions of Part B of Annex III. regarding the maximum share of the *Community* contribution for management of the *consortium* activities, the costs relating to management of the *consortium* activities identified in Article II.2 may only be charged up to a maximum of [X%-lower percentage than <7%] of the *Community* financial contribution.

25) IRC (DG ENTR)

1. [Any costs incurred for [*identify*] activity(ies) are not eligible for reimbursement under the *project*.]
2. [Notwithstanding Article II.2.4, Management activity costs shall only include:

- the eligible costs of obtaining audit certificate(s) by each *contractor* ;
- [the eligible costs of obtaining any financial security such as bank guarantees when requested by the *Commission*];
- the eligible costs of producing the reports referred to in Articles II.7.2 and II.7.4
- maintenance of the *consortium agreement*

Only the *coordinator* may include in its management activity costs:

- the eligible costs of compiling and delivering the reports referred to in Articles II.7.2 and II.7.4 to the *Commission* for the whole *consortium*
- eligible costs related to formal contacts and correspondence with the *Commission*]

26) EFFECTS OF A SUSPENSION OF MARIE CURIE [INDIVIDUAL FELLOWSHIPS IEF/IIF1AND2/OIF] [CHAIRS] [EXCELLENCE GRANTS][INTERNATIONAL AND EUROPEAN REINTEGRATION GRANTS] (MONOCONTRACTOR) (ONLY FOR MARIE CURIE ACTIONS)

In the event of suspension of the [*research training activities*][*chair holder*][*Team leader*][*researcher activities*] agreed by the *Commission* during the implementation of the *project*, the reporting

period as laid down in Article 4 in which the suspension starts, shall be automatically extended for the length of the duration of the suspension. As a consequence, the start of the subsequent period(s) shall be deferred and the *project* duration laid down in Article 2.2 shall be automatically extended accordingly. [For Marie Curie International and European reintegration grants only: The period defined in Article III. 2 b) (full-time equivalent) shall also be adapted, if necessary, to respect the obligation of effective reintegration.]

26BIS) EFFECTS OF A CHANGE OF STATUS IN MARIE CURIE [INDIVIDUAL FELLOWSHIP IEF/IIF1AND2/OIF][INTERNATIONAL AND EUROPEAN REINTEGRATION GRANTS] (MONOCONTRACTOR) (ONLY FOR MARIE CURIE ACTIONS)

In the event of a change of status concerning the time dedicated to the *project* by the *researcher* (from/to a full-time position to/from a part-time position or change in the percentage of part-time) agreed by the *Commission* during the implementation of the *project*, the reporting period as laid down in Article 4 in which the change of status starts and the subsequent period(s) in which it takes place, shall be automatically extended (or reduced) in proportion. The update of the length of the reporting period(s) concerned shall take as a reference a standard reporting period of 12 months corresponding to a full-time appointment. As a consequence, the start of the period(s) concerned shall be deferred (or anticipated) and the *project* duration laid down in Article 2.2 shall be automatically extended (or reduced) accordingly. [For Marie Curie International and European reintegration grants only: The period defined in Article III. 2 b) (full-time equivalent) shall also be adapted, if necessary, to respect the obligation of effective reintegration.]

27) NO DISTRIBUTION OF PRE-FINANCING UNTIL START OF THE PROJECT (FOR SPECIFIC ACTIONS FOR SME'S AND AS NECESSARY IN OTHER SPECIFIC CASES)

The *coordinator* shall not distribute the *pre-financing* until the *start date* of the *project*.

28) PAYMENTS SUBJECT TO THE ESTABLISHMENT OF A "BLOCKED" ACCOUNT OR EQUIVALENT BY THE CO-ORDINATOR (FOR SPECIFIC ACTIONS FOR SME'S AND AS NECESSARY IN OTHER SPECIFIC CASES)

Payments referred to in Article 8.2.a shall be paid by the *Commission* only after the *coordinator* provides the *Commission* with their bank's prior written confirmation of the establishment of a dedicated bank account denominated in Euros with the following attributes:

- a) the account is established for the purpose of receiving monies from the *Commission* specifically for the purposes of carrying out this contract, and
- b) on the basis of a prior irrevocable authority provided by the *coordinator* (as account holder) to its bank with a list of dedicated beneficiaries and schedule of transfers approved by the *Commission*.

The *coordinator* undertakes to immediately transfer the appropriate funds to the participants of the *consortium* identified in the list of beneficiaries, in the amounts established in the schedule.

29) TRUST ACCOUNT (SIMILAR TO SPECIAL CLAUSE 21 ALREADY APPROVED ON 7/11 EXCEPT FOR THE MENTION OF TRUST ACCOUNT)

The bank account identified in Article 11.3 of this contract to which all payments of the *Community* financial contribution shall be made shall be opened as a trust account to be used exclusively for the purpose of the project.

30) PERFORMANCE GUARANTEE (DG TREN - WHEN A PRE-FINANCING GUARANTEE IS NOT REQUIRED OR AFTER RELEASE OF SUCH GUARANTEE DURING THE PROJECT)

A performance guarantee, equivalent to an amount of 10% of the amount of the maximum *Community* financial contribution stipulated in Article 5 i.e. Euros [...], is taken in the form of withholding. This withholding is performed

[Option 1 (When a pre-financing guarantee is required for projects with more than one reporting period with an audit certificate for each period – see option B1 in Article 8.2) on the payment of

the *pre-financing* corresponding to the second reporting period

[Option 2 (When a *pre-financing* guarantee is required for projects with more than one reporting period but without an audit certificate for each period – see option B2 in Article 8.2) on the payment of the *pre-financing* corresponding to the reporting period following the reporting period for which the first audit certificate is provided.

[Option 3 (When a *pre-financing* guarantee is not required) on the payment of the initial *pre-financing*

The performance guarantee is released with the final payment.

The amount of such withholding remains to the *Commission* in the event of partial or total non-implementation of the *project* referred to in Article 1.1, except in cases of *force majeure* or in exceptional cases duly justified and accepted by the *Commission*. This provision is without prejudice to the application of Article II.30 of Annex II to the contract.

31) NEGOTIATION COSTS INCURRED DURING THE DURATION OF THE PROJECT (ONLY FOR PROJECTS THAT HAVE A START DATE BEFORE OR DURING THE PERIOD IN WHICH THE CONTRACT WAS BEING NEGOTIATED)

Notwithstanding the provisions of Article II.19.1.c, costs related to the negotiation of the *contract*, incurred during the duration of the *project* are not eligible costs of the *project*.

31BIS) ONLY FOR MARIE CURIE CONTRACTS – NEGOTIATION COSTS INCURRED DURING THE DURATION OF THE PROJECT (ONLY FOR PROJECTS THAT HAVE A START DATE BEFORE OR DURING THE PERIOD IN WHICH THE CONTRACT WAS BEING NEGOTIATED)

Notwithstanding the provisions of [**for Marie Curie monocontractor:** Article II.17.1.c] [**for Marie Curie multicontractor:** Article II.18.1.c], costs related to the negotiation of the *contract*, incurred during the duration of the *project* are not eligible costs of the *project*.

32) AUDIT CERTIFICATES (ONLY FOR IP AND NOE) (ARTICLE 7.2 OF THE CONTRACT REQUIRES ANNUAL AUDIT CERTIFICATES FOR IPS AND NOES)

Notwithstanding the provisions of Article 7.2 of this *contract*, audit certificates shall be submitted by all *contractors*, at the latest 45 days after the end of the following periods:

P(x) covering reporting periods from P1 to P(x)

P(y) covering reporting periods from P(x +1) to P(y)

P(z) covering reporting periods from P(y +1) to P(z)

P(last) covering reporting periods from P(z +1) to the last reporting period of the *project*.

33) SPECIAL CLAUSE FOR DESIGN STUDIES

[1.] The reimbursement of costs for other specific support activities incurred by *contractors* shall not exceed 50% of the total eligible costs for those *contractors* applying the FC and FCF cost reporting models and 100% for those applying the AC cost reporting model.

[optional 2. Subject to the limit established above, the Community financial contribution may not exceed the total eligible costs incurred by *contractors* established in a Member and

Associated States [and contractor [name of contractor]].]

34) SPECIAL CLAUSE FOR CONSTRUCTION OF NEW INFRASTRUCTURES

[1.] The reimbursement of costs for other specific support activities, incurred by contractors applying the FC, FCF or AC cost reporting models, shall not exceed 10% of the total eligible costs.

[optional 2. Subject to the limit established above, the Community financial contribution may not exceed the total eligible costs incurred by contractors established in a Member and Associated States [and contractor [name of contractor]].]

35) IST PRIZE CONTRACTS (SPECIFIC TO DG INFSO)

Further to the terms of Article 5, the *Community* financial contribution shall take the form of:

- 1 (i). An amount of € ____ [*insert amount in words XXXX EURO*] which corresponds to the actual costs incurred in organising and promoting the EISTP scheme. This amount covers all costs other than those referred to in paragraph 1(ii).
- (ii). An amount of € ____ [*insert amount in words XXXX EURO*] which corresponds to the monetary prizes to be awarded in 2004 to the EISTP winners and Grand Prize winners established in the European Union or in *Associated States* (as defined in Annex I).
2. Article 8.2 and Article 11.3 shall apply only to the *Community's* financial contribution to costs referred to under paragraph 1(i) above.
3. The *Community* contribution corresponding to monetary prizes referred to under paragraph 1(ii) shall be paid by means of [] instalment[s], [each of these] not exceeding € ____ [*insert amount in words XXXX EURO*] . The *contractor* shall submit a payment request no later than two months before the Awards Ceremonies foreseen in Annex I. The *Commission* shall make the appropriate payments within a maximum of 45 days from the date of reception of the payment request.
4. The *contractor* shall open a bank account, for payments received under paragraph 1(ii) of this Article for the benefit of EISTP and Grand Prize winners (the "EISTP Prize Money Account"). This bank account shall be different from that established in Article 11.3, which shall be used for payments in relation to the paragraph 1(i) above. All information concerning the "EISTP Prize Money Account" shall be communicated by the *contractor* to the *Commission* within 30 days of its opening.
5. The *contractor* shall acknowledge the support given by the *Commission* in all documents disseminated or published concerning the EISTP.

36) MARIE CURIE INCOMING INTERNATIONAL FELLOWSHIPS AND FOR MARIE CURIE INCOMING INTERNATIONAL FELLOWSHIPS - REINTEGRATION PHASE.

"Article II.18.5 of Annex II (General Conditions) does not apply and is replaced by the following:

Direct costs for personnel linked to the activities of the *researcher* will be considered as eligible if they are additional to those associated with the *researcher's* normal activities.

The *researcher's* activities will be considered as additional if they are carried out within the framework of the *project*".

37) FOR THE EUROPEAN AND INTERNATIONAL REINTEGRATION GRANTS

“Article III.9 (b) of Annex III (Special conditions) model contract for [HRM] [Euratom] is replaced by the following:

Eligible costs related to the purchase or leasing with option to buy of durable equipment may be charged to the contract if the *Commission* has given its prior written agreement. These costs shall take into account the depreciation of the equipment in accordance with the *contractor's* normal accounting principles. Only if duly justified by the nature of the use of the equipment, its final destination, and where it is indispensable to the *project* to cover the full eligible costs, the *Commission* may accept to reimburse the full eligible costs related to the purchase or leasing with option to buy of durable equipment without taking into account its depreciation”

38) IDENTIFICATION OF CONTRACTORS THAT ARE PUBLIC BODIES OR INTERNATIONAL ORGANISATIONS

“For the purposes of this *contract*, the following *contractor(s)* (is)(are) considered to be a *public body* or an *international organisation*, in accordance with Article II.1.21 and II.1.12 respectively:

-[*contractor's name*]”

39) Exemption of certain contractors from the requirement to provide periodic audit certificates; derogation from Article 7.2 of the model contract.

“Notwithstanding the provisions of Article 7.2 of this contract, contractors requesting a Community financial contribution for one or more reporting periods of less than €150,000, need not submit an audit certificate, until the cumulative request for Community financial contribution is equal to or exceeds €150,000 for the reporting periods for which an audit certificate has not yet been submitted.

In all cases an audit certificate shall be submitted at the latest 45 days after the final reporting period. This final audit certificate shall cover all period/s for which an audit certificate has not been previously submitted.

[(*When special clause 23 applies to the contract.*) The provisions of this special clause shall apply also to the members identified in Article 9 of this contract.]”

40) Updating of the table of annual rates for the monthly living allowance

“The table in [Article III.9.1 (a) – for *Intra-European fellowships – Euratom – and for Grant for Cooperation with Third Countries – Euratom –*] [Article III.7.1.a – for *Marie Curie Host Fellowships for the Transfer of Knowledge: Industry Academy Strategic Partnership Scheme: Multicontractor*] shall be replaced by the table identified in the Work Programme in force on the relevant closure date of the call to which the proposal was submitted”.

41) Application of average rates for costs by type of expenditure covered by the Community financial contribution to demonstration projects in priority 6.1

“Sustainable Energy Systems”

“*The Community financial contribution for [those additional energy efficiency measures in buildings] [and] [the additional installed capacity of renewable energy sources and/or polygeneration] identified as such in Annex I to the contract, shall be determined on the basis of the amount(s)* in [€ per m² built or refurbished] [and] [€ per kW installed] established in Annex I, Appendix [...] to the contract. This form of funding will be reviewed every two years by the Commission in order to be confirmed or amended.”*

* Up to the maximum amounts of average rates of Community financial participation by type of expenditure established in the table below:

Maximum eligible cost for buildings [€/m ² built or refurbished]	100
Maximum for installed capacity of renewable energy sources and polygeneration systems with the exception of photovoltaic systems and solar collectors) [€/kW installed]	1200
Maximum for photovoltaic systems [€/kW installed]	5500
Maximum for solar collectors [€/m ² installed]	500
S per m ² = Energy saved (kwh/m ²) * cost of the energy * 15 years (S being the eligible cost)	

42) Limitation of transfer of budget between partners for the Specific call to promote the participation of partners from Targeted Third Countries (TTC).

“The Community financial contribution foreseen in the table of indicative breakdown of eligible costs and EC contribution (Form A3.1) in Annex I for the new contractor(s) from Targeted Third Countries, added pursuant to the specific calls FP6-2006-TTC-TU-Priority-1, FP6-2006-TTC-TU-Priority-3, FP6-2006-TTC-TU-Priority-4, FP6-2006-TTC-TU-Priority-5, FP6-2006-TTC-TU-Priority-6-1, FP6-2006-TTC-TU-Priority-6-2, FP6-2006-TTC-TU-Priority-6-3 and FP6-2006-TTC-TU-Priority-7, cannot be transferred to the other contractors without the prior written approval of the Commission.”