

Special clause 34

PROJECT INVOLVING COORDINATION WITH ANOTHER PROJECT FUNDED BY A THIRD COUNTRY AS A RESULT OF A COORDINATED CALL WITH THIS THIRD COUNTRY

1. The *project* shall be coordinated with the *third country project* called [insert the name of the *third country project*], as described in Annex I ("*the third country project*").

2. Coordination agreement

The *beneficiaries* are deemed to have concluded a *coordination agreement* with the partners of the *third country project*, which must be consistent with the provisions of this *grant agreement* and the *consortium agreement*. The *coordination agreement* governs *inter alia*:

- i. the internal organisation between the projects including the decision making procedures;
- ii. rules on intellectual property rights (for example regarding protection, *dissemination*, *use* and *access rights*);
- iii. the settlement of internal disputes, including cases of abuse of power;
- iv. liability, indemnification and confidentiality arrangements between the partners.

3. Termination

In addition to the cases stipulated in Article II.38 the *Commission* may terminate the *grant agreement* :

- Where the *third country project* does not start at the latest on the date specified in Annex I. In this case, no costs incurred by the *consortium* under the *project* can be approved or accepted as eligible for reimbursement by the *Community*. Any *pre-financing* provided to the *consortium* and any interest generated by the *pre-financing* must be returned in full to the *Commission*.

- Where the corresponding *third country project* is terminated or becomes unable to meet its technical or economic commitments as defined in Annex I.

In both cases, the procedure described in Article II.38 applies.

Only for Marie Curie grant agreements - Special clause 34BIS

PROJECT INVOLVING COORDINATION WITH ANOTHER PROJECT FUNDED BY A THIRD COUNTRY AS A RESULT OF A COORDINATED CALL WITH THIS THIRD COUNTRY

1. The *project* shall be coordinated with the *third country project* called [insert the name of the *third country project*], as described in Annex I ("*the third country project*").

2. Coordination agreement

The beneficiary(ies) [is] [are] deemed to have concluded a *coordination agreement* with the partners of the *third country project*, which must be consistent with the provisions of this *grant agreement* and the *consortium agreement*. The *coordination agreement* governs *inter alia*:

- i. the internal organisation between the projects including the decision making procedures;
- ii. rules on intellectual property rights (for example regarding protection, *dissemination*, *use* and *access rights*);
- iii. the settlement of internal disputes, including cases of abuse of power;
- iv. liability, indemnification and confidentiality arrangements between the partners.

3. Termination

In addition to the cases stipulated in [for Marie Curie Single-beneficiary: Article II.33] [for Marie Curie Multi-beneficiaries: Article II.37] the *Commission* may terminate the *grant agreement*:

- Where *the third country project* does not start at the latest on the date specified in Annex I. In this case, no costs incurred by the [*beneficiary*] [*consortium*] under the *project* can be approved or accepted as eligible for reimbursement by the *Community*. Any *pre-financing* provided to the [*beneficiary*] [*consortium*] and any interest generated by the *pre-financing* must be returned in full to the *Commission*.

- Where the corresponding *third country project* is terminated or becomes unable to meet its technical or economic commitments as defined in Annex I.

In both cases, the procedure described in [for Marie Curie Single-beneficiary: Article II.33] [for Marie Curie Multi-beneficiaries: Article II.37] applies.

Special clause 34 (ERC)

PROJECT INVOLVING COORDINATION WITH ANOTHER PROJECT FUNDED BY A THIRD COUNTRY AS A RESULT OF A COORDINATED CALL WITH THIS THIRD COUNTRY

1. The *project* shall be coordinated with the third country project called [insert the name of the third country project], as described in Annex I ("*the third country project*").

2. *Coordination agreement*

The beneficiaries are deemed to have concluded a *coordination agreement* with the partners of the *third country project*, which must be consistent with the provisions of this *grant agreement* and the *consortium agreement*. The *coordination agreement* governs *inter alia*:

- i. the internal organisation between the projects including the decision making procedures;
- ii. rules on intellectual property rights (for example regarding protection, dissemination, use and access rights);
- iii. the settlement of internal disputes, including cases of abuse of power;
- iv. liability, indemnification and confidentiality arrangements between the partners.

3. Termination

In addition to the cases stipulated in [Article II.35 Single-beneficiary][Article II.37 Multi-beneficiary] the *Commission* may terminate the *grant agreement* :

- Where *the third country project* does not start at the latest on the date specified in Annex I. In this case, no costs incurred by the [*beneficiary*] [*consortium*] under the *project* can be approved or accepted as eligible for reimbursement by the *Community*. Any *pre-financing* provided to the [*beneficiary*] [*consortium*] and any interest generated by the *pre-financing* must be returned in full to the *Commission*.

- Where the corresponding *third country project* is terminated or becomes unable to meet its technical or economic commitments as defined in Annex I.

In both cases, the procedure described in [Article II.35 Single-beneficiary] [Article II.37 Multi-beneficiary] applies.

Special clause 35

ARBITRATION CLAUSE TO BE USED ONLY AT THE REQUEST OF ENTITIES NOT RECEIVING A COMMUNITY FINANCIAL CONTRIBUTION WHICH ARE ESTABLISHED IN A THIRD COUNTRY NOT ASSOCIATED TO FP7 AND WHICH FOR REASONS OF DOMESTIC LAW CANNOT BE SUBJECT TO THE JURISDICTION OF THE COURT OF FIRST INSTANCE OR THE COURT OF JUSTICE OF THE EUROPEAN COMMUNITIES.

1. Any dispute between the *Community* and [*name of the beneficiary*] (referred to in this Article individually as the "Party" and collectively as the "*Parties*") relating to the *grant agreement*, which cannot be settled amicably shall be referred to arbitration in accordance with the procedure specified below.

2. The Parties may refer to a sole arbitrator appointed on the basis of a common agreement. If no agreement is reached, an arbitration committee composed of three arbitrators shall be appointed. In this case, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the committee.

Each Party shall notify the other of its intention to resort to arbitration, appointing in the same act its arbitrator. If within one month after receipt of a party's notification of the appointment of an arbitrator, the other party has not notified the first party of the arbitrator it has appointed, the first party may request the Secretary-General of the Permanent Court of Arbitration to appoint the second arbitrator.

3. Within one month of the appointment of the arbitrators, the *Parties* shall agree on the terms of reference of the arbitration committee, including the procedure to be followed. If no agreement is reached after this time-limit, and for any matters not covered by these terms of reference, the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States or International Organisations and Private parties shall apply, depending on the nature of the entities involved.

4. The arbitration proceedings shall take place in Brussels.

5. In resolving the dispute, the arbitrator or the arbitration committee shall apply the provisions of the *grant agreement*, the *Community* acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other *Community* law and, on a subsidiary basis, by the law of [*country of the seat of the authorising officer responsible under the internal rules on the execution of the general budget of the European Communities*]. The arbitrator or the arbitration committee shall set out in the arbitral award the detailed grounds for its decision.

6. The arbitral award shall be final and binding upon the *Parties*, which hereby expressly agree to renounce their right to any form of appeal or revision.

7. The costs, including all reasonable fees expended by the *Parties* to any arbitration hereunder, shall be apportioned between the *Parties* by the arbitrator or the arbitration committee.

8. The language to be used in the arbitral proceedings shall be English.

Special clause 36

NO OBJECTION BY THE COMMISSION REGARDING TRANSFERS OF OWNERSHIP OR GRANT OF EXCLUSIVE LICENCES BY BENEFICIARIES NOT RECEIVING FUNDING

Notwithstanding Articles II.27.4 and II.32.8, the *Commission* shall not object to transfers of ownership of *foreground* or to grants of an exclusive licence regarding *foreground* to a third party established in a *third country* not associated to the *Seventh Framework Programme* intended by *beneficiaries* that do not receive a *Community financial contribution* as long as the intended transfer or grant concerns *foreground* generated by them.

Only for Marie Curie grant agreements - Special clause 36BIS

NO OBJECTION BY THE COMMISSION REGARDING TRANSFERS OF OWNERSHIP OR GRANT OF EXCLUSIVE LICENCES BY BENEFICIARIES NOT RECEIVING FUNDING

Notwithstanding Articles II.26.4 and II.31.8, the *Commission* shall not object to transfers of ownership of *foreground* or to grants of an exclusive licence regarding *foreground* to a third party established in a *third country* not associated to the *Seventh Framework Programme* intended by *beneficiaries* that do not receive a *Community financial contribution* as long as the intended transfer or grant concerns *foreground* generated by them.

Special clause 36TER (specific for security related projects)

NO OBJECTION BY THE COMMISSION REGARDING TRANSFERS OF OWNERSHIP OR GRANT OF EXCLUSIVE LICENCES BY BENEFICIARIES NOT RECEIVING FUNDING

Notwithstanding Articles II.27.4 and II.32.8, the *Commission* shall not object to transfers of ownership of *foreground* or to grants of an exclusive licence regarding *foreground* to a third party established in a *third country* not associated to the *Seventh Framework Programme* intended by *beneficiaries* established in that third country that do not receive a *Community financial contribution* as long as the intended transfer or grant concerns *foreground* generated by this beneficiary based on his own background.

Special clause 37

ACCESS RIGHTS TO FOREGROUND FOR COMMUNITY PURPOSES (specific to Euratom projects)

The *Community* shall enjoy access rights, on a royalty-free basis, to *foreground* generated under the *project* for the purpose of negotiating, concluding and participating in international research and collaboration agreements in the field of nuclear energy. Such *access rights* shall include the right to sub-license the said *foreground* to third parties participating in accordance with the provisions of the relevant collaboration agreement.

Special clause 38

SPECIAL CASE WHEN SECONDARY AND HIGHER EDUCATION ESTABLISHMENTS AND PUBLIC BODIES ARE THE COORDINATOR AND THERE IS AN "AUTHORISATION TO ADMINISTER" GIVEN TO A THIRD PARTY CREATED, CONTROLLED OR AFFILIATED TO THE COORDINATOR

The bank account mentioned in Article 5 is the bank account of [*insert third party with an "authorisation to administer"*]. The *Community financial contribution* shall be paid to [*insert third party with an "authorisation to administer"*] which receives it on behalf of the *coordinator*, which in its turn receives it on behalf of the *consortium*. The payment of the *Community financial contribution* to this entity discharges the *Commission* from its obligation on payments.

The *coordinator* may delegate the tasks mentioned in Article II.2.3 a), b) and c) to this entity. The *coordinator* retains sole responsibility for the *Community financial contribution* and for the compliance with the provisions of the *grant agreement*.

Only for Marie Curie grant agreements Special clause 38 BIS

SPECIAL CASE WHEN SECONDARY AND HIGHER EDUCATION ESTABLISHMENTS AND PUBLIC ENTITIES ARE THE COORDINATOR AND THERE IS AN "AUTHORISATION TO ADMINISTER" GIVEN TO A THIRD PARTY CREATED, CONTROLLED OR AFFILIATED TO THE COORDINATOR

The bank account mentioned in Article 5 is the bank account of [*insert third party with an "authorisation to administer"*]. The *Community financial contribution* shall be paid to [*insert third party with an "authorisation to administer"*] which receives it on behalf of the [For Single-beneficiary: *beneficiary*] [for Multi-beneficiary: *coordinator*, which in its turn receives it on behalf of the *consortium*]. The payment of the *Community financial contribution* to this entity discharges the *Commission* from its obligation on payments.

[For Multi-beneficiaries: The *coordinator* may delegate the tasks mentioned in Article II.2.3 a), b) and c) to this entity.] The [for Single-beneficiary: *beneficiary*] [for Multi-beneficiaries: *coordinator*] retains sole responsibility for the *Community financial contribution* and for the compliance with the provisions of the *grant agreement*.

Special clause 39

OPEN ACCESS (SPECIFIC TO THE THEMATIC AREAS "HEALTH", "ENERGY", "ENVIRONMENT (INCLUDING CLIMATE CHANGE)", "INFORMATION & COMMUNICATION TECHNOLOGIES" (CHALLENGE 2), AND "SOCIO-ECONOMIC SCIENCES AND THE HUMANITIES", AS WELL AS TO THE ACTIVITIES "RESEARCH INFRASTRUCTURES" (E-INFRASTRUCTURES), AND "SCIENCE IN SOCIETY")

In addition to Article II.30.4, *beneficiaries* shall deposit an electronic copy of the published version or the final manuscript accepted for publication of a scientific publication relating to *foreground* published before or after the final report in an institutional or subject-based repository at the moment of publication.

Beneficiaries are required to make their best efforts to ensure that this electronic copy becomes freely and electronically available to anyone through this repository:

- immediately if the scientific publication is published "open access", i.e. if an electronic version is also available free of charge via the publisher, or
- within [X¹] months of publication.

¹ The number X will be 6 months in the thematic areas "Health", "Energy", "Environment (including Climate Change)", and "Information & communication technologies" (Challenge 2) and the activity "Research infrastructures" (e-infrastructures), and 12 months in the thematic area "Socio-economic Sciences and the Humanities" and the activity "Science in Society".