CONTRACT No. xxx

Between

the European Union,
- hereinafter referred to as “the Union” -

As represented by the European Commission,
- hereinafter referred to as “the Commission” -

As represented for the purpose of signing this contract by

Dr. Maria Betti,
Director of the Institute for Transuranium Elements of the Joint Research Centre of the European Commission (JRC),
P. O. Box 23 40, 76125 Karlsruhe, of the one part,

And

Mr/Ms Name Surname, born in place of birth on dd/mm/yy, and resident in Street No, Post code Town, Country, Nationality,
hereinafter referred to as the Grantholder, of the other part.

Preamble

The Commission enables
- young researchers having completed a study course in science at a university or an equivalent higher education institution to prepare a PhD in a scientific field relevant to JRC (grantholder category 20)
- Highly experienced researchers with a proven reputation and with a high level of experience in a field of science relevant to JRC (category 40) to carry out an active research work in the Institutes of the Joint Research Centre (JRC).

In order to allow the Grantholder to gain further knowledge and experience in his/her scientific field, while contributing at the same time to the scientific potential of the JRC, the Commission shall give Mr/Ms XXX the opportunity to participate in the research project described in Annex I with the title “XXX” under Horizon 2020 – the European Union (EU) Framework Programme for Research and Innovation at the JRC Karlsruhe.

To this end the Contractual Parties hereby conclude the following, limited
- EMPLOYMENT CONTRACT

§ 1 Begin and duration of the employment relationship, probationary period

1. Effective as of dd/mm/yy Mr/Ms XXX shall be employed as Grantholder of category 20/40 at the ITU.

2. The employment relationship is limited to the duration of 36/24 months. It thus ends with the expiry of the dd/mm/yy. The limitation of the employment relationship is based on the German Law governing Fixed-Term Contracts in Science.

3. The first 6 months of the employment relationship shall be deemed as a probationary period. During the probationary period the employment relationship can be terminated by both parties with a period of notice of 2 weeks.

4. After expiry of the probationary period the employment relationship can be terminated according to the provisions in § 10 of the General Terms and Conditions (Annex II) in conjunction with the legal regulations.

§ 2 Activity

1. The Grantholder undertakes to place his whole manpower in the service of the Community during the term of this contract for the purpose of realising research work. The commencement of an external activity or the participation in further research projects requires the express prior consent of the Commission.

2. During the term of this contract the Grantholder is always subject to the instructions of the scientific officer who is responsible for him according to Annex III A.

3. The Grantholder undertakes to submit an interim scientific report as well as a final scientific report to the Director of the Institute during his employment. The reports are respectively to be submitted in duplicate and written in the English language. The interim scientific report comprises a period of 6 months from the time when the project starts. The final scientific report covers the whole duration of the project. If the work is completed before the end of the duration of the project, the final scientific report covers the period until this point in time.

More specific details are regulated in § 6 of the General Contractual Terms and Conditions (Annex II).

§ 3 Working hours

The regular working hours are 40 hours per week spread over 5 working days, from Monday to Friday. The start and end of the daily working hours and the breaks are oriented to the operational regulations.
§ 4 Remuneration

Subject to §§ 5, 7 and 15 of Annex II (General Contractual Terms and Conditions) the Contractual Party shall receive an annual gross salary of € xxxxx,xx which is payable in 12 equal monthly amounts from the Community for the duration of this contract. More specific details are regulated in §§ 5, 7 and 15 of Annex II (General Contractual Terms and Conditions) to which reference is made.

§ 5 Supplementary contractual terms and conditions

The preamble to this contract and the Annexes which are attached

Annex I (Description of the research project for educational purposes)
Annex II (General Contractual Terms and Conditions)
Annex III A (Declaration of the start of the project by the Contractual Parties)
Annex III B (Confirmation of the submission of interim/final reports)
Annex III C (Non-disclosure obligation)
Annex IV (Declaration of the re-start of the project by the Contractual Parties after suspension)

form an integral part of this employment contract.

With his/her signature the Grantholder acknowledges that
- s/he has received a full official copy of the contract with all Annexes mentioned herein;
- s/he was informed about all rights and duties according to this employment contract with its annexes;
- s/he has understood the contents of the contract and agrees with this;
- at the time when the contract was signed s/he is not a member of the workforce of the European Commission.

§ 6 Applicable law and place of jurisdiction

1. This contract is governed, in order, by:
   a) The law of the Federal Republic of Germany.
   b) The Administrative rules applicable to the recruitment of grantholders within the scope of the framework programme managed by the Joint Research Centre.

2. The industrial tribunal in Karlsruhe has factual and local jurisdiction for disputes from and in connection with this contract.

§ 7 Final provisions

1. All amendments and addendums to this contract, including its annexes, are only valid in the form of a written agreement between the authorized representatives of the Community on the one hand and the Grantholder on the other hand. No oral collateral agreements have been reached. They are principally not binding. The Grantholder
must submit all requests for changes to this contract together with its annexes to the Commission in writing with a period of notice of at least 2 months before expiry of the *duration of the project*. Decisive is the date of receipt by the Commission.

2. Should individual *provisions* of this contract not be legally valid or lose their legal validity at a later date or should a loophole be determined in this contract this shall have no effect on the legal validity of the other *provisions*. A reasonable regulation should apply to replace the invalid *provision* or to fill the loophole which, insofar as legally possible, should correspond with that what the *Contractual Parties* would have intended if they had considered the point.

No rights and duties will be established through a practice which deviates from the contractual text.

Should a regulation reached in this contract not be carried out it shall nevertheless remain in force.

The *Contractual Parties* must sign two official copies of the contract in the German language, the version in this language shall apply exclusively.

Done at Karlsruhe, on

The Grantholder:

XXX

Signature:

Date:

By order of the Commission:

Dr. Maria Betti

Director

Signature:

Date:
- ANNEX I – DESCRIPTION OF THE RESEARCH PROJECT FOR EDUCATIONAL PURPOSES

Title: “

Project:
 Task:

Description of the work to be carried out:

Personal details of the Grantholder

Name: XXX
Nationality: 
Category: Cat. 20/40

1. Duration of project: 36/24 months

2. Place of implementation of the project:
   - JRC, Institute for Transuranium Elements, Karlsruhe
   - Responsible scientific officer:

3. Distribution of the remuneration granted to the Grantholder according to Paragraph 3 of the contract:
   - annual budget*: xxxxx,xx € (xxxx,xx € /month)
   - Mobility allowance: 500,00 Euro or 800,00 Euro (see §15)
   - Travelling expenses remuneration: see § 15
     *including employer’s contribution and employee’s contribution to the social insurance

4. Total annual amount, of the remuneration paid by the Community*: Euro ---
   (calculated acc. personal situation)
   - *including employer’s contribution and employee’s contribution to the social insurance
- ANNEX II – GENERAL TERMS AND CONDITIONS

Part A: IMPLEMENTATION OF THE PROJECT

Paragraph 1 - Definitions
Paragraph 2 – Eligibility criteria for a grant
Paragraph 3 – Duties of the Grantholder
Paragraph 4 – Duties of the Commission
Paragraph 5 – Payment of the financial contribution of the Community
Paragraph 6 – Work which is to be submitted within the framework of the project
Paragraph 7 – Maternity leave
Paragraph 8 – Parental leave, nursing leave
Paragraph 9 - Liability
Paragraph 10 – Termination of the contract
Paragraph 11 – Force majeure
Paragraph 12 – Special penalty for the failure to submit interim reports

PART B: PROVISIONS WITH REGARD TO INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS; PUBLICATION AND CONFIDENTIALITY

Paragraph 13 – Ownership of Know-How
Paragraph 14 – Publication and confidentiality

PART C: COSTS

Paragraph 15 – The contributions allocated to the Grantholder
Paragraph 16 - Amendment

PART D: AUDITING

Paragraph 17 – Technical verification and auditing
PART A: IMPLEMENTATION OF THE PROJECT

Paragraph 1 - Definitions

1. “Decision” is the applicable [Decision with regard to the regulations for the participation of companies, research centres and universities and for the forwarding of research results for the implementation of the 7th framework programme of the European Community] [Decision with regard to the regulations for the participation of companies, research centres and universities for the implementation of the 7th framework programme of the European Atomic Energy Community (Euratom)].

2. “Provision” the applicable Commission’s [Provision (EC) concerning the implementation of the Council’s decision regarding the regulations for the participation of companies, research centres and universities and for the forwarding of research results for the implementation of the 7th framework programme of the European Community] [Provision concerning the implementation of the Council’s decision regarding the regulations for the participation of companies, research centres and universities in the implementation of the seventh framework programme of the European Atomic Energy Community.

3. “Contractual Parties” are the Community and the Grantholder.

4. “Grantholder” is a young researcher who participates in the project according to this contract.

5. “Researcher of category 20: Postgraduate level” is a young researcher, who has completed study course in science at a university or an equivalent higher education institution and satisfies the pre-requisites in order to immediately begin studying for a doctorate or an equivalent qualification in a field relevant to JRC's scientific activities and is registered in such a PhD course in a recognised university.

6. “Researcher of category 30: Postdoc level” is a young researcher with a scientific education who
   - has been awarded his doctorate already at the time when the contract is signed, or
   - has fulfilled all the obligations to obtain a PhD (certified by his/her university), or
   - has a minimum of 5 years research experience after the first university degree giving access to doctoral studies (which may include periods of training such as a masters degree),
   in a field relevant to JRC's scientific activities.

7. "Researcher of category 40: Senior Scientist level" is an experienced researcher with a proven reputation in a field of science relevant to the JRC's activities and who has a minimum of 10 years research experience at post-doctorate level or a minimum of 15 years research experience after the first university degree giving access to doctoral studies (which may include periods of training such as a masters degree).

8. “Project” is the research project described in Annex I with all work specified therein.

9. “Start of the project” is the time listed in Paragraph 1(1) of this contract.

10. “Duration of project” is the total number of months for implementing the project listed in Paragraph 1(2) of this contract.

11. “Normal period of time” is the normal period of time for implementing the project beginning with the start of the project which corresponds with the duration of the project, without suspension according to Paragraph 7 resp. 8 of this Annex.
12. “Time when the contract is satisfied” is the point in time listed in Paragraph 1(2) of this contract.

13. “Work to be submitted within the framework of the project” are the scientific reports listed in Paragraph 2 Subclause 3 of this contract and 7 of this Annex.

14. “Maternity leave” is the period of the maternity leave taken by the Grantholder based on the provisions of the German Maternity Protection Law.

15. “Parental leave” is the period of time of the parental leave taken by the Grantholder based on the provisions of the German Federal Parental Allowance and Parental Leave Law.

16. “Nursing leave” is the period of time of the nursing leave taken by the Grantholder based on the German law governing nursing leave.

17. “Force majeure” is each unforeseeable and insurmountable event that has an implication on the execution of the project.

18. “Know-How” is the results and information resulting from a project as well as the copyright and rights in connection with the results based on applications for the granting of patents, samples and models, system variations, additional certificates or similar forms of protection.

19. “Associated state” is a state, which is a party to an international agreement concluded with the Community, in particular based on [Paragraph 170 of the treaty establishing the European Community] [Paragraph 101 of the treaty establishing the European Atomic Energy Community], according to which this state makes a financial contribution to the 7th framework programme.

**Paragraph 2 – Eligibility criteria**

The eligibility criteria are stipulated by the General Director of the Joint Research Centre (JRC).

**Paragraph 3 – Duties of the Grantholder**

1. The Grantholder must make every effort to ensure that the project described in Annex I is implemented in due time according to this contract.

2. In particular the Grantholder:

   a) must dedicate his whole manpower to the research work described in the project;

   b) must treat all facts, information, Know-How, documents and other materials transmitted by the Commission confidential for the duration of this contract; to this end he/she shall sign the contents of Annex III C at the start of the project;

   c) has to submit all reports listed in the contract, which cover both the scientific as well as the technical aspects of the afore-mentioned project as well as references to material associated with the project, that has already been published or the publication of which is being prepared, to the Commission on time;
d) must satisfy his duties according to the laws of the host and his home country at his own responsibility, in particular in the field of taxation, according to each bilateral agreement as well as the social insurance which may apply;

e) must inform the Commission immediately if he becomes aware of any circumstances which are likely to influence the execution of the contract such as:

i. each event that will probably prevent the correct implementation or the correct completion of the project;

ii. each change with regard to the information which served as a basis for the awarding of the contract;

iii. the taking of maternity leave, parental leave or nursing leave, which can have a direct influence on the implementation of the project; in this case the Grantholder undertakes to either file an application for continuation of the implementation of the project beyond the normal period of time or to inform the Commission that he/she does not request this continuation; the continued existence of the employment relationship is oriented to the legal provisions.

f) must make every effort to support the Commission in implementing the project;

g) shall not claim any other research scholarship or generate other income for the research work, which is the subject of the project.

**Paragraph 4 – Duties of the Commission**

The Commission:

a) must inform the Grantholder exactly and in detail about his rights and duties according to this contract before the start of the project;

b) must make all payments, for which it is responsible, within the deadlines listed in Paragraph 5 of this Annex;

c) shall ensure that the same work conditions and safety and health standards apply to the Grantholder at the place of implementation for the project as to the constantly employed employees, including liability under civil law and insurance for accidents at the workplace;

d) must make the means, including infrastructure, equipment and products available to the Grantholder for the duration of the project and from the start of the project which are necessary in order to ensure the implementation of the project and in particular to guarantee the education through research in the relevant scientific and technical areas;

e) shall reasonably supervise the Grantholder for the whole duration of the project whereby the responsible scientist listed in Annex I is responsible for the whole duration of the project insofar as a suitable scientist is not in the position to replace the responsible scientist;
f) shall reasonably support the Grantholder by carrying out all administrative measures requested by the authorities of the host country;

g) must inform the Grantholder immediately as soon as it becomes aware of any circumstances which are likely to influence the execution of this contract such as:

i. each event that under certain circumstances could prevent the proper implementation or completion of the project;

ii. each change with regard to the information, which served as a basis for writing the contract;

h) shall treat all facts, information, Know-How, documents and other materials transmitted by the Grantholder confidentially during the execution of the contract;

i) must offer a reasonable training and education including the preparation for a future professional activity.

Paragraph 5 – Payment of the work remuneration by the Community

1. The amounts to which the Grantholder is entitled according to Paragraph 4 of the contract and Paragraph 15 of this Annex shall be paid out as follows:

a) The monthly salary shall be paid out respectively after the deduction of social insurance contributions, which are borne half each by the employer and the employee. There will be no deduction of wage or income tax according to the law of the Federal Republic of Germany according to the information of the Inland Revenue Office Karlsruhe-Durlach of 20.4.2007. According to Paragraph 3 (2) d of this Annex the Grantholder is responsible for satisfying his obligations under fiscal law in particular in the home country by taking into account possible bilateral agreements at his own responsibility. He insofar expressly indemnifies the Commission from all liability and all payment obligations.

b) The first monthly salary shall be paid out by including the mobility allowance to which the Grantholder is entitled according to Paragraph 15 directly after commencement of the employment.

c) For each period of time of 12 months after commencement of the employment the Grantholder shall receive a one-time flat rate payment for travelling expenses according to Paragraph 15 of this Annex in the amount of **EURO xxx**.

d) All other payments shall respectively be made monthly retrospectively.

2. Bank charges for the reimbursement of amounts which are due towards the Community are to be borne exclusively by the Grantholder.

The recovery order for payments made by the Commission prepared by the Commission and sent to the Grantholder who owes an amount to be reimbursed are
enforceable according to Article 256 of the treaty establishing the European Community of 25.03.1957.

The Commission reserves the right to satisfy own claims to declare with these the offsetting against the amounts owed from this contract within the framework of the legal provisions.

**Paragraph 6 – Work which is to be submitted within the framework of the project**

1. The *Grantholder* must submit the following scientific reports in duplicate as listed in Annex III B to the Director of the Institute after prior consent by the scientific officer:

   i. if necessary an interim scientific report, which contains information about the progress of the work on the *project*, deviations from the work plan and results
   ii. a final scientific report, which contains all work, objectives, results and conclusions, including a summary of all of the latter for the whole duration of the project.

   The layout of the reports must comply with the regulations transmitted by the Commission. The quality of the reports which are suitable for publication must allow a direct reproduction.

2. The interim scientific report, if applicable, is to be submitted to the Commission within 2 months after expiry of the period of time covered by the report.

   The final scientific report is to be submitted to the Commission within 2 months after the end of the *duration of the project*. A draft of the final scientific report is to be submitted before expiry of the *duration of the project*.

   The *work which is to be submitted within the framework of the project* is deemed as approved 2 months after it is received if no comments are made by the Commission.

3. The Commission reserves the right to retain parts or, in exceptional cases, the whole work remuneration within the framework of the legal provisions, in case the interim scientific reports or the final report are not submitted within the period of time listed in Section 2 of this Paragraph.

4. The *Grantholder* must make all detailed information requested by the Commission with regard to a proper execution of this contract available to the Commission.
Paragraph 7 – Maternity leave

1. In the event of a pregnancy the mother (or mother-to-be) is entitled to maternity leave for the duration of the last 6 weeks before and/or the first 8 weeks after the birth, a total therefore of 14 weeks. The implementation of the project by the Grantholder shall be suspended during the maternity leave.

During this suspension period the Grantholder is entitled to continued payment of the work remuneration according to §§ 5, 15 of this Annex.
If the Grantholder receives benefits from the social insurance system or a similar system for the maternity leave during the suspension, the Community reserves the right to offset these benefits against the remuneration owed according to this contract. The Grantholder undertakes to inform the Commission of the time when the benefit is granted and the amount of the granted benefits immediately and without request.

2. The Grantholder can file an application for continuation of the implementation of the project beyond the normal duration of the project according to Paragraph 3(2) (e) this entry of this Annex only up to no later than three weeks before expiry of the normal duration of the project. The application is to include a statement of the scientific officer responsible for it according to Annex III A. A continuation of the implementation of the project beyond the normal duration of the project can be carried out for a maximum period of 14 weeks. The Commission shall inform the Grantholder of its decision including the financial consequences of the application of this paragraph. When making a decision the Commission must only take into account the interest in the proper execution of the project.

Paragraph 8 – Parent leave, nursing leave

1. According to the provisions of the Federal Law governing Parental Allowance and Parental Leave the Grantholder is entitled to be released from work until a child attains the age of 3 years old. If the parental leave is used in full the obligation for work and remuneration shall be suspended during this period of time. According to the provisions of the nursing leave law the Grantholder is entitled to be released from work to nurse relatives up to the duration of 6 months. The obligation for work and remuneration shall also be suspended during this period of time.

2. In the event of the parental leave the Grantholder is entitled to extend the duration of the limited employment relationship to the extent of time in which he is not working.

3. The decision of the Commission about the continuation of a project beyond the normal duration of the project remains unaffected by the taking of parental leave or nursing leave. Paragraph 7 No. 2 applies accordingly.

Paragraph 9 – Liability

According to § 5 of this contract the law of the Federal Republic of Germany shall apply to the liability of the Contractual Parties towards each other with regard to losses, damages and injuries, which were suffered in connection with the execution of this contract.
The *Grantholder* shall be liable towards the Commission for all damages which he/she culpably causes, i.e. wilfully or negligently. For damages, which the *Grantholder* causes when executing work which is required for operational reasons within the framework of this employment contract, the liability of the *Grantholder* is limited wilful intent, gross as well as average negligence. The liability for simple thus slight negligence of the *Grantholder* when executing work which is required for operational reasons within the framework of this employment contract is excluded.

Damages, which the *Grantholder* causes when executing work which is required for operational reasons within the framework of this employment contract through average negligence, and shall be borne pro rata by the Commission and the *Grantholder*. The liability towards third parties remains unaffected hereby. This is orientated to the legal provisions.

The parties undertake to provide mutual support for the event that a claim is asserted for damages against one *Grantholder* or both parties by a third party.

**Paragraph 10 – Termination of the contract**

1. The Commission can terminate this contract ordinarily within the statutory periods of notice for employment relationships according to § 622 Buergerliches Gesetzbuch (BGB – German Civil Code) for reasons which lie in the person or the conduct of the *Grantholder*. A termination owing to conduct can in particular be pronounced if the *Grantholder* does not satisfy his/her obligation to provide the best possible support to implement the *project* for reasons for which he/she is responsible and thus endangers the timely implementation of the *project*.

   The ordinary termination of the employment relationship can among others also be pronounced if the implementation of the *project* is at risk due to financial, technical or other commercial reasons including the cases in which the restarting of the execution of the contract after its suspension proves to be impossible owing to force majeure.

   The termination of the contract shall occur with the expiry of the periods of notice.

2. This shall have no effect on the Commission’s right to terminate the contract for an important reason without notice. There is an important reason for the termination in particular:

   a) if the project has not actually been started within the period of time stipulated in Paragraph 1 (1) of this contract for reasons for which the *Grantholder* is responsible;

   b) if the *Grantholder* has not satisfied these duties in full following a written request by the Commission to correct an omission when satisfying his contractual duties within a period of a maximum of 1 month;

   c) in the event of a serious breach of contract by the *Grantholder*, in particular financial irregularities.

3. The Commission is entitled to contest this contract owing to malicious deceit if the *Grantholder* has provided false information or deliberately failed to disclose facts
which were the basis for making a decision about the conclusion of the contract for the Commission.

The pronouncement of a termination or contestation of the contract is carried out by registered letter with return receipt.

**Paragraph 11 – Force majeure**

If the satisfaction of the contract is temporarily impossible through an event of *force majeure*, the party which is prevented hereby shall be released from their contractual duties, which are directly influenced by the *force majeure* for the whole duration of the case of *force majeure* or each other period of time which is considered to be reasonable by the Commission in view of the circumstances, however under the pre-requisite that this party:

- informs the respective other party immediately about the occurrence of the *force majeure*;
- makes every effort to avoid or to minimise the implications of the *force majeure*;
- begins to satisfy the contract again immediately after the end of the circumstances of force majeure and informs the other party hereof immediately.

The Commission and the *Grantholder* shall make an effort to minimise the implications of the force majeure on the implementation of the *project* and shall by mutual agreement take all possible measures which are necessary in this respect.

The Commission can decide to suspend the payments for the corresponding period of time.

The contract can be terminated if the *force majeure* would make the implementation of the contract finally impossible under the stipulated conditions.

**Paragraph 12 - Special penalty for the failure to submit interim reports**

If the *Grantholder* fails to submit all reports listed in Paragraph 6 of this Annex which are associated with the execution of the *project* to the Director of the Institute within 3 months after completion or termination of the work the Commission can demand an amount equivalent to half of the last salary as compensation. The *Grantholder* is at liberty to prove that the Commission did not suffer any or substantially less damages.
PART B: REGULATIONS WITH REGARD TO INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS, PUBLICATION AND CONFIDENTIALITY

Paragraph 13 – Ownership of Know-How

All Know-How produced from the project is the property of the Community. The German Law governing Employees’ Inventions shall apply to inventions of the Grantholder.

Paragraph 14 – Publication and Confidentiality

1. The Grantholder is to be encouraged to publish information about the educational project and the produced results. The Commission is not permitted to refuse this insofar as there are no justifiable reasons in this respect, in particular taking into account the necessity to protect Know-How.

The programme, within the framework of which the work was carried out or the Know-How was acquired and the type of support granted by the Community are to be mentioned in each notification, publication or forwarding with regard to the progress of the project or the Know-How, irrespective of the medium used for this (including the Internet), whereby it is to be pointed out that the author is exclusively responsible for the transmitted, published or forwarded contents and not the opinion of the Community is reflected and that the Community is not responsible for a use of the data contained in this notification, publication or forwarding.

The prior consent of the Commission is to be obtained if the use of the European emblem is considered. Standards which apply in the Commission are to be complied with, in particular with regard to graphics.

2. The Commission is entitled to forward general data, in particular with regard to the objectives, the financial contribution of the Community, the duration and the progress of the project and the Know-How described in the final scientific report in all suitable ways and for as long as necessary.

The name of the Grantholder, who carries out the work, is to be published insofar as he does not refuse this in advance in due time by stating reasonable justified essential reasons.

3. Without the restriction of Sections (1) and (2) of this paragraph the Contractual Parties undertake to treat all data, know-how and documents which are transmitted to them as confidential or data, Know-How and documents, the disclosure of which could prove to be of a disadvantage to one of the parties confidentially even beyond the term of this contract.

This obligation shall no longer apply:

- if the contents of these data, Know-How and documents become accessible to the public through work outside of this contract and which is carried out
lawfully and acts, which were not carried out within the framework of the 
execution of the contract;
- if these data, Know-How and documents were transmitted without restriction 
with regard to confidentiality or if the disclosing party subsequently waives 
the confidentiality.

4. Where this contract envisages the transmission of data, Know-How or documents 
listed in Section (3) of this paragraph, the Contractual Parties must first make sure 
that the data, Know-How and documents are treated confidentially by the party which 
receives these and are only used for the purpose for which they were transmitted.

PART C: COSTS

Paragraph 15 – Payments to which the Grantholders are entitled

1. The amounts listed in § 3 of this contract for the benefit of the Grantholder comprise:
   a) the monthly salary.
   b) a contribution to the mobility costs (where applicable) consisting of:
      - a monthly mobility allowance: the amount of this allowance, which represents 
a contribution to the costs, incurred to the Grantholder as a consequence of his 
absence from his place of origin*, is stipulated as a flat rate independent of the 
host country;
      - for each period of 12 months, a flat rate payment for travelling expenses 
whereby the distance between place of origin* and host country is taken into 
account.

2. The annual salary granted to the researcher of categories 20 or 40 according to Table 
1 below is stipulated for each host country by taking into account both the high level 
of the selected candidates as well as the overall situation of researchers on this level 
in the host country.

   Table 1

<table>
<thead>
<tr>
<th>Host country – site</th>
<th>Category 20</th>
<th>Category 40</th>
</tr>
</thead>
<tbody>
<tr>
<td>Germany - Karlsruhe</td>
<td>36872.16*</td>
<td>94877.64*</td>
</tr>
</tbody>
</table>

*including employee and employer’s contribution to the social insurance

3. Mobility allowance

The mobility allowance will be granted to grant holders whose place of origin* is more 
than 70 km from the JRC site. If a grant holder who is entitled to the mobility allowance 
meets the criteria for the higher allowance during the contract, the allowance may be 
raised from the moment the criteria were met.
- 500 Euro/month for Grantholders without dependants at the moment the contract comes into effect.
- 800 Euro/month for married Grantholders or with child (children) at the time when the contract comes into effect.

* The place of origin means the place where the grantholder was habitually resident or performed his/her principal activity at the moment of taking up service.
In the case that the grantholder has resided or performed his/her principal activity in the above mentioned place for less than 12 months, the capital of the country of nationality shall be considered as the place of origin.
In the case that the grantholder has more than one nationality, the place of origin shall be considered as the capital of the country where the grantholder has resided for the longest period over the 5 years prior to signing the contract.
4. Allowance for travelling expenses

A flat rate amount is paid for outward and return travel for each period of 12 months. The calculation is based on a scale (see Table 2 below) in which the distance between town of origin and host institute of the recipient is taken into account.

Researchers, who according to Paragraph 15 (3) Part C are not entitled to a mobility allowance, do not receive any remuneration for travelling expenses.

- Table 2: Stipulated travel rates *(in Euro )

<table>
<thead>
<tr>
<th>Distance</th>
<th>Stipulated contribution (€)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;500km</td>
<td>250</td>
</tr>
<tr>
<td>501-1,000 km</td>
<td>500</td>
</tr>
<tr>
<td>1,001-1,500 km</td>
<td>750</td>
</tr>
<tr>
<td>1,501-2,500 km</td>
<td>1000</td>
</tr>
<tr>
<td>2,501-5,000 km</td>
<td>1500</td>
</tr>
<tr>
<td>5,001-10,000 km</td>
<td>2000</td>
</tr>
<tr>
<td>&gt;10,000 km</td>
<td>2500</td>
</tr>
</tbody>
</table>

**Paragraph 16 – Change in the remuneration**

Should the Commission decide to increase the remuneration to which the *Grantholder* is entitled the increase shall be owed from the time when the amending decision comes into force.

**PART D: AUDITING**

**Paragraph 17 – Technical verification and auditing**

1. The Commission or a representative authorized thereby can initiate a technical verification or auditing of the *project* during the contractual term and up to 5 years after the last payment of the Community made to the *Grantholder* in order to check whether the *project* is being executed or was executed according to the *provisions* listed in this contract.

   The verification procedure shall be deemed as initiated at the time when the corresponding registered letter of the Commission is received by the *Grantholder*.

   It is to be carried out confidentially. The Commission must take suitable measures in order to ensure that its authorized representatives treat the data, to which they have access or which are made available to them, confidentially.

2. The *Grantholder* must provide reasonable support to the Commission or its authorized representatives.

3. A provisional report shall be created based on the results determined during the auditing of the accounting. It is to be sent to the *Grantholder*, which can make comments on this report within one month after receipt.
The final report is to be sent to the *Grantholder*. He/she can submit comments on this report to the Commission within one month after receipt. The Commission is entitled to reject comments of the *Grantholder*, which it receives after expiry of this deadline, as too late and not take these into consideration.

The Commission shall take suitable measures which it considers necessary based on the conclusions of the audit, including a recovery order for all or parts of the payments it has made.

4. The Court of Auditors of the EU can check the use of the payments made by the Community within the framework of this contract based on its own regulations.
Annex III A

Declaration of the start of the project by the Contractual Parties

Contract no. X X X

PROJECT TITLE:

„xxx“

The undersigned Ms Jacqueline RIBEIRO

responsible for the management of the afore-mentioned project by order of the Institute for Transuranium Elements, of the JRC in Karlsruhe

and

Mr/Ms XXX

Address

hereby declare that the Grantholder has started with the work on the educational project which is covered by the afore-mentioned contract on dd/mm/yy.

Done at Karlsruhe on

in duplicate

On behalf of the Commission,

The Grantholder

The Head of the

Resource Management Karlsruhe Unit

of the Joint Research Centre

Signature:  

Signature:

JRC stamp
Annex III B
Confirmation of the submission of the
[interim report][draft of the final report][final report]

Contract no. xxx

PROJECT TITLE:

„ XXX “

Name of the Grantholder:

Enclosed please find according to the contractual provisions:

- the interim report for the period ........................................ until ......................
- the draft of the final report
- the final report

Done at Karlsruhe on (DD/MM/YYYY)

in duplicate

The Grantholder (name and address)

Signature
I hereby confirm that:

- [the interim report for the period ....................... until .......................][the draft of the final report][the final report] for contract no. x x x on (enter date) has been received in the number of copies as stipulated in the contract,
- it satisfies the requirements of the contract
- [no other version or official copy is necessary].

The Grantholder can thus submit it to the Director of the Institute.

On behalf of the Commission:
the scientific officer responsible for the project by order of the Institute for Transuranium Elements of the JRC in Karlsruhe:

Date:
Name:
Signature:

JRC stamp

(an official copy of this completed documents was sent to the Grantholder on (insert date DD/MM/YY) for enclosure with the [interim report][draft of the final report][final report] to be sent to the Director of the Institute according to § 4 of this contract.

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1 Only applies to interim and final report
ANNEX III C

- CONFIDENTIALITY

Contract with fixed contributions for education and training through research between the European Community and Mr/Ms XXX

Contract no. x x x

PROJECT TITLE

„xxx“

I hereby undertake to maintain strictest secrecy with regard to all facts and information of which I become aware over the course of or in connection with the execution of my project.

I shall in no way disclose non-published documents or information to unauthorized persons. I shall also continue to be bound to this obligation after I have left the services of the Communities.

I undertake to neither alone nor together with others publish matters associated with the work for the Communities or have these published without the express written consent of the Commission. The consent is only to be refused if the planned publication could harm the interests of the Communities.

NAME and LAST NAME (in block capitals):

Signature: ______________________

Karlsruhe, DD/MM/YY
- ANNEX IV

Declaration for the restarting of the project by the Contractual Parties after suspension

The contract with fixed budget for education and training through research between the European Community and Mr/Ms XXX

Contract no. x x x

PROJECT TITLE

„xxx“

The undersigned Ms J. RIBEIRO

and

Mr/Ms XXX

hereby declare that Mr/Ms XXX has restarted work on the educational project which is covered by the afore-mentioned contract again on (insert date DD/MM/YY).

Done at Karlsruhe, (insert date DD/MM/YY)

in duplicate in German language

On behalf of the Commission,

The Grantholder

Ms J. RIBEIRO

Head of the Unit

Resource Management Karlsruhe

of the Joint Research Centre of the European Commission.

Signature:                             Signature:

JRC stamp