

MODEL CONTRACT

INCO individual fellowships for young researchers from developing countries

CONTRACT NO

The European Community represented by the Commission of the European Communities (“the Commission”), itself represented for the signature of this contract by [Mr (*name*)] [Ms (*name*)], Director-General for [*name of the DG*] or [his] [her] duly authorised representative,

of the one part

and

[*name of contractor*] ([*acronym*]) (“the contractor”), established in [*name of State and full address*], represented by its legal/statutory/authorised representative[s], [Mr/Ms [*insert name*], [*function*], [Mr/Ms [*insert name*], [*function*],

of the other part,

(collectively “the contracting parties”)

HAVE AGREED, to a *project* called “[*name of project*]” to be carried out in the framework of the specific research and technological development programme “Confirming the international role of Community research¹” (the “specific programme”) according to the following provisions.

¹ O.J. No L 64 of March 12,1999, p.78.

Article 1 - Scope

1. The scope of this contract is the carrying-out by the *fellow*² either of research work for training purposes or of work on a particular experiment (or study) which cannot be carried out in his institute of origin. This *fellow* is indicated in Annex I.
2. To this end, the *contractor* shall commit itself vis-à-vis the Community to the proper performance of the *project* in Annex I entitled [*name of the project*] ("the *project*"), in accordance with the conditions set out in this contract. This project comes under the RTD project covered by contract no [...], in which the *contractor* is participating.
3. To that end, the *contractor* shall conclude, before the commencement of the *project* an *agreement* with the *fellow* stating the conditions for the implementation of *the project*, in accordance with the obligations set out in Annex II.

Article 2 – Duration

1. Subject to the provisions of Article 4(5) of Annex II to this contract, the *duration of the project* shall be [*number*] months from the *project commencement date*, of which the Commission shall be notified in writing by the *contractor*. The *duration of the project* cannot be extended.
2. This contract shall enter into force following its signature by the *contracting parties*, provided that contract no [...] has been signed by all its parties. The *project commencement date* may in no case be prior to the date on which the contract enters into force, but must be within [6]³ [*number*] months from the date on which the contract enters into force.

This contract shall be completed on the date of the final payment of the Community's financial contribution. However,

- Article 5, 6 and 8 of this contract;
- Article 2(2) (g) and (i) (α) and (β), Article 3(1) (i) (α) and (β), Article 4(3) and (4), Article 5(5), Article 6, Articles 8 to 10 and Article 12 of Annex II to this contract

shall continue to apply after that date to the extent of any limitations specified in those articles.

Article 3 – The Community's financial contribution

1. Subject to the provisions of Article 4(5) of Annex II to this contract, the Community shall fund the *project* with a flat-rate amount of [*amount*] EUR ([*amount in words*] euro) allocated to the *fellow* as specified in Article 11 of Annex II to this contract.
2. The Community's financial contribution to the *project* shall be paid as follows and as specified in Article 4 of Annex II to this contract to the *contractor's* following bank account:

² The terms in italics are used in accordance with the definition given in Article 1 of Annex II to this contract.

³ The time limit is 6 months by default, but may be longer.

[*the contractor's bank details*]

- an advance of [*percentage*⁴] % ;
- the balance of the total Community contribution (the retention of [*percentage*] %)

Article 4 – Project deliverables to be submitted to the Commission

1. [*number*] copies of the reports and [*number*] copies of the requests for payment required under this contract shall be submitted by the *contractor* in accordance with Article 5 of Annex II to this contract. The reports shall be in [*language*].

Annex I shall determine the number of copies and the language of drafting of other *project deliverables*.

2. The request for payment of the advance shall be submitted at the latest [*number*] days from the *project commencement date*.
3. The scientific report and the financial report shall cover the *duration of the project*. Where the work is completed before the end of the *duration of the project*, the scientific report and the financial report shall cover the period up to this date.
4. Where applicable, the other *project deliverables* shall cover the periods mentioned in Annex I to this contract.

Article 5 - Applicable law and jurisdiction

1. The law of [*law of host country*] shall govern this contract.
2. The Court of First Instance of the European Communities and, in the case of an appeal, the Court of Justice of the European Communities shall have sole jurisdiction to hear any disputes between the Community, on the one hand, and the *contractor*, on the other hand, as regards the validity, the application or any interpretation of this contract.

Article 6 - Special conditions

[No special condition applies to this contract.]

[The following special conditions apply to this contract:]

[The special conditions applying to this contract are set out in its Annex III.]

[In addition to the special conditions set out in Annex III, the following special conditions shall apply to this contract:]

⁴ For contracts no longer than 12 months, the advance is 75% and the balance 25%

Article 7 – Amendments

This contract, including the annexes thereto, may be modified only in writing, by way of an amendment between the authorised representatives of the *contracting parties*. No verbal *agreement* may be binding on the *contracting parties* for this purpose.

Any request for amendment must be sent to the Commission at least two months before the expiry of the *duration of the project*.

Article 8 - Final provisions

1. The following annexes are an integral part of this contract:

Annex I - Description of the Marie Curie research training *project*

Annex II - General conditions

[Annex III - Special conditions]

2. In the event of any conflict between Annex I and any other provision of this contract, the latter shall take precedence.

[3. The special conditions set out in [Article 6] [Annex III] [Article 6 and Annex III] to this contract shall take precedence over any other provisions].

Article 9 - Signature and language of the contract

[*number* (minimum two)] copies of the contract in [*language*] shall be signed by the *contracting parties* and only that language version shall be authentic.

Done at Brussels,

On behalf of [*name and acronym of the contractor*]:

Name: (written out in full)

Title:

Signature:

(stamp of the organisation)

On behalf of the Commission:

Name: (written out in full)

Title:

Signature:

Date:

ANNEX I- DESCRIPTION OF THE INCO PROJECT for young researchers from developing countries

(corresponding to the *project* description given in proposal no [*no of proposal*], as selected by the Commission on [*date*])

1. Title: [*name of the project*]
2. Abstract: [*abstract of the project*]
3. *Fellow*:
 - name: [*name*]

 - nationality: [*nationality*]
4. *Duration of the project*: [*number*] months
5. Place of implementation of the *project*:
 - Institution: [*name and address of the institution, including country*]
 - Laboratory: [*name and address of the laboratory, including country*]
 - Scientist in charge: [*name of the scientist in charge*]
6. Distribution of the amount of the fellowship for the benefit of the *fellow*:
 - allowance: [*amount*] euro/month Total: [*amount*] euro
 - travel allowance: [*amount*]euro Total: [*amount*] euro
7. Total amount of the fellowship: [*amount*] euro

ANNEX II – GENERAL CONDITIONS

PART A: IMPLEMENTATION OF THE *PROJECT*

Article 1 - Definitions

Article 2 - Obligations of the *contractor*

Article 3 - The *contractor*'s relationship with the *fellow*

Article 4 - The Community's financial contribution

Article 5 - Submission of *project deliverables*

Article 6 - Liability

Article 7 - Termination of the contract

PART B: RULES RELATING TO INTELLECTUAL AND INDUSTRIAL PROPERTY, PUBLICITY AND CONFIDENTIALITY

Article 8 - Ownership of *knowledge*

Article 9 - Protection of *knowledge*

Article 10 - Publicity and confidentiality

PART C: COSTS

Article 11 - Contributions allocated to the *fellow*

PART D: AUDITING

Article 12 - Technical verification and audit

PART E-1: REQUEST FOR PAYMENT OF ADVANCE

PART E-2: REQUEST FOR FINAL PAYMENT

PART A: IMPLEMENTATION OF THE *PROJECT*

Article 1 - Definitions

1. “*Decision*” means Council Decision 1999/65/EC of December 22, 1998 concerning the rules for the participation of undertakings, research centres and universities and for the dissemination of research results for the implementation of the Fifth Framework Programme of the European Community (1998 to 2002)⁵.
2. “*Regulation*” means Commission Regulation (EC) No 996/1999 of May 11, 1999 on the implementation of Council Decision 1999/65/EC concerning the rules for the participation of undertakings, research centres and universities and for the dissemination of research results for the implementation of the Fifth Framework Programme of the European Community (1998-2002)⁶.
3. “*Contracting parties*” means the Community and the *contractor*.
4. “*Contractor*” means a legal entity, an international organisation or the JRC, which has concluded this contract with the Community.
5. “*Fellow*” means a physical person participating in the *project* in accordance with an *agreement* concluded with the *contractor*.
6. “*Agreement*” means the agreement concluded between the *contractor* and the *fellow* pursuant to Article 3 of this annex.
7. “*Project*” means all the work referred to in Annex I to this contract.
8. “*Project commencement date*” means the date referred to in Article 2(1) of this contract.
9. “*Duration of the project*” means the total number of months of implementation of the *project*, as referred to in Article 2(1) of this contract.
10. “*Contract completion date*” means the date referred to in Article 2(2) subparagraph 2 of this contract.
11. “*Project deliverables*” means the scientific and financial reports, the requests for payment referred to in Articles 4 of this contract and 5 of this annex and any element designated as such in Annex I to this contract.
12. “*Force majeure*” means any unforeseeable and insuperable event affecting the carrying out of the *project*.
13. “*Institution of origin*” means the institution, based in the county of origin of the fellow, where he carries out research work.
14. The “*interests of the Community*” are to be assessed in particular with regard to:

⁵ O.J. No L26 of February 1, 1999, p. 46.

⁶ O.J. No L122 of May 12, 1999, p. 9.

- the objective of strengthening the international competitiveness of Community industry;
 - the objective of providing appropriate incentives for maintaining and creating jobs in the Community;
 - the objective of promoting sustainable development and improving the quality of life in the Community;
 - the needs of other Community policies in support of which indirect RTD actions are carried out;
 - the existence of scientific and technical co-operation agreements between the Community and third countries or international organisations.
15. “*Legitimate interest*” means any interest, in particular of a commercial nature, of the *contractor* which may be invoked in the cases provided for in this annex provided that the contractor demonstrates that the damage to that interest is likely, given the circumstances, to cause a specific prejudice that is disproportionate, considering the objectives of the provision in respect of which it is invoked.
16. “*Knowledge*” means the results, including information, arising from any *project* covered by Decision No 182/1999/EC of the European Parliament and Council of December 22, 1998 relating to the Fifth Framework Programme of the European Community for research, technological development and demonstration activities (1998 to 2002)⁷ (hereinafter referred to as the “Fifth Framework Programme”), as well as copyright or rights attaching to the results following applications for or the issue of patents, designs and models, plant varieties, additional certificates or other similar forms of protection.
17. “*Pre-existing know-how*” means information, other than *knowledge*, held by the *contractors* prior to the conclusion of the contract or acquired in parallel with it and necessary for carrying out the project, as well as copyright or rights attached to such information following requests for the issue of patents, designs and models, plant varieties, additional certificates or other similar forms of protection.
18. « *Access rights* » means licences and user rights in respect of *knowledge* or *pre-existing know-how*.
19. “*Associated State*” means a State party to an international agreement concluded with the Community, in particular on the basis of Article 170 of the Treaty establishing the European Community, under which that State makes a financial contribution to the Fifth Framework Programme.

Article 2 – Obligations of the *contractor*

⁷ O.J. No L26 of February 1, 1999, p. 1.

1. The *contractor* shall ensure that the *project* described in Annex I is implemented according to the contract. The *contractor* is the intermediary between the *fellow* and the Commission and is responsible, in particular, for transmitting to the Commission all documents and correspondence relating to the *project*.
2. In particular, the *contractor* is required:
 - a) to host the *fellow* for the entire *duration of the project*, the scientist in charge referred to in Annex I being in charge of the work of the *fellow* during the entire *duration of the project*;
 - b) to have, throughout the duration of the contract, the means, including the infrastructure, equipment and products, of ensuring the implementation of the *project* and in particular the training through research in the scientific and technical fields concerned;
 - c) to make the means mentioned in point (b) of this paragraph available to the *fellow*, as necessary and from the *project commencement date*;
 - d) to have, throughout the duration of the contract, the capacity to ensure the management of the fellowship;
 - e) to refrain from refusing to host the *fellow* for lack of further qualifications than those having served as a basis for the award of the fellowship;
 - f) to ensure that the *fellow* enjoys, at the place of implementation of the *project*, the same working conditions and standards of safety and health as those applied to local researchers;
 - g) to effect, by the due dates, in accordance with the *agreement* provided for in Article 3 of this annex, all the payments for which it is responsible;
 - h) to provide reasonable assistance to the *fellow* by taking any administrative course of action required by the host country's authorities;
 - i) to notify the Commission without delay as soon as it is aware of any circumstances likely to affect the performance of this contract, such as:
 - (α) any event likely to prevent the *project* from being properly implemented or properly completed;
 - (β) any modification relating to the information having served as a basis for the award of the fellowship;
 - (γ) a maternity leave and its consequences pursuant to the applicable national law under article 3(1)(b) of this Annex
 - j) to maintain the confidentiality of any facts, information, *knowledge*, documents and other material communicated by the Commission as confidential during the performance of this contract;

- k) to provide reasonable assistance to the Commission in the framework of its follow-up of the implementation of the *project*.

Article 3 – The *contractor*'s relationship with the *fellow*

1. The *contractor* is required to conclude a written *agreement* with the *fellow* and shall guarantee that this agreement is in conformity with the present contract, in particular concerning the stipulations of the present article. This *agreement* shall determine the conditions for implementing the *project* and the respective rights and obligations of the *fellow* and *contractor*. This contract shall be annexed to the *agreement*. The *contractor* shall keep a copy of this agreement for the purposes of auditing by the Commission during the period mentioned in part D of this annex.

The *agreement* shall specify in particular:

- a) the amounts received by the *contractor* for the benefit of the *fellow* according to the contract and the arrangements for payment of the amounts due to the *fellow*;
- b) the legislation applicable to the *agreement*;
- c) that the *fellow* is covered under the social security scheme which is applied to employed workers within the Member State or *Associated State* concerned, or under a social security scheme providing protection which is at least comparable in terms of level and scope;
- d) any amount deducted, providing a legal justification;
- e) the euro conversion and exchange rate(s) that will be used, including the reference date(s) and source(s), when payments are made in national currency;
- f) that the *fellow* shall devote himself/herself full-time to the research work which is the subject of the *project*;
- g) that the *fellow* shall not be allowed to hold another fellowship, or receive another income, for the research work which is subject of the *project*;
- h) that the *fellow* will be solely responsible for ensuring fulfilment of his/her obligations under the applicable law referred to at point (b) of this paragraph and, where appropriate, under bilateral agreements;
- i) that the *fellow* shall inform the *contractor* as soon as possible of circumstances likely to affect the performance of this contract, such as:
 - (α) any event likely to prevent the *project* from being properly implemented or properly completed;
 - (β) any modification relating to the information having served as a basis for the award of the fellowship;

- (γ) a pregnancy that may directly affect the implementation of the project ;
 - j) the rules relating to intellectual and industrial property, publicity and confidentiality in the framework of Part B of this annex.
 - k) where the contractor is the beneficiary of an access right within the framework of the contract mentioned in Article 1(2), he is responsible for deciding the extent of the access rights given to the fellow, while respecting the stipulations of this contract.
2. The payment arrangements referred to in paragraph (1)(a) of this article shall be based, as far as possible, taking into account the applicable legislation, on the principle of monthly payments in arrears. They must provide for payments to the *fellow* from the beginning of the *project* as well as for payment of the full amounts allocated for the benefit of the *fellow* at the latest at the end of the *project*.

The travel allowance must either be the subject of a single payment with the first monthly payment or be split into two payments made with the first and last monthly payments.

Article 4 - The Community's financial contribution

1. The Community's financial contribution shall be paid in accordance with the following principles:
- a) An advance shall be paid within a maximum period of 60 days running from the date on which the Commission receives the request for payment of an advance, as referred to in Part E of this annex.
 - b) The final payment of the Community's financial contribution shall be made within a maximum period of 60 days from the date on which the Commission approves or is deemed, in accordance with Article 5(3) subparagraph 4 of this annex, to have approved the final reports and the corresponding request for payment or the last *project deliverable*.

The payments referred to at points (a) and (b) of subparagraph 1 of this paragraph shall be considered as effective on the date the Commission's account is debited.

The Commission may suspend the period of 60 days referred to under (b) of subparagraph 1 of this paragraph at any time by notifying the *contractor* that it considers that additional checks should be carried out. The period shall continue to run once the Commission has completed the additional checks.

On expiry of the period provided for and without prejudice to subparagraph 3 of this paragraph, the *contractor* may claim, within two months of receiving the late payment, interest at the rate applied by the European Central Bank for its main refinancing operations, as on the first day of the month during which the payment period has expired, plus one and a half percentage points. The interest shall cover the period running from the day after the time limit for payment until the date of actual payment.

2. The Commission may, in case of suspected fraud or serious financial irregularity on the part of a *contractor*, suspend payments and/or instruct the *coordinator* not to make any payment to the *fellow*. The *contractor* shall remain bound by his contractual obligations.
3. Bank charges resulting from any reimbursement of sums due to the Community shall be borne exclusively by the *contractor*.

The recovery order regarding payments made by the Commission, drawn up by the latter and transmitted to the *contractor* who owes an amount to be reimbursed, shall be enforceable within the meaning of Article 256 of the Treaty establishing the European Community.

The Commission may decide to proceed with the reimbursement of sums owed to the Community by way of set-off against sums of any kind due to the *contractor*.

4. After the *contract completion date*, or the termination of the contract, the Commission may or shall, as relevant, where fraud or major financial irregularities have been discovered during a financial audit, claim from the *contractor* the repayment of all the Community's financial contribution paid to him. Interest at a rate 2 % higher than the rate applied by the European Central Bank for its main refinancing operations on the first day of the month during which the *contractor* has received the funds shall be added to the amount to be repaid. The interest shall cover the period between the receipt of the funds and their repayment.
5. As a consequence of maternity leave of fellow(s), in view of a proper performance of the project(s), the time-limit referred to in Article 2(2) of the contract may be extended, where appropriate, and the amount of the Community's financial contribution may be adjusted according to the requirements of the particular case(s), including expenses that are compulsory and non-recoverable under the applicable national law under article 3(1)(b) of this Annex.

Article 5 – Submission of *project deliverables*

1. Where reports are concerned:
 - a) The following reports shall be submitted for approval by the Commission:
 - a scientific report covering all the work, objectives, results and conclusions, including a summary of all the latter, and a financial report covering the payments effected by the *contractor* to the *fellow* during the entire *duration of the project*.
 - b) The layout of the reports shall conform to the rules communicated by the Commission. The reports for publication should be of a suitable quality to enable direct reproduction.
2. Where the requests for payment and the financial report are concerned:
 - a) The requests for payment and the financial report shall be expressed in euro. Where applicable, the euro conversion and exchange rates for the requests for payment, the financial report and the related payments shall be the rates published by the Commission for the implementation of the budget and in force on the first working day of the month following the period covered by the request for payment concerned.

No account shall be taken of exchange rate gains or losses between the time of establishment of the request for payment and the receipt of the corresponding payment.

- b) The *contractor* shall submit the requests for payment in the format specified in Part E of this annex.
3. The scientific report and the financial report, as well as the corresponding request for payment, shall be submitted to the Commission within two months of the end of the *duration of the project*.

Where applicable, the other *project deliverables* shall be submitted within the time limits given in Annex I to this contract.

The *project deliverables* shall, in the absence of observations by the Commission, be deemed to be approved within two months of their receipt.

4. The Commission may decide not to make the final payment in case of failure to submit the scientific or financial reports or the corresponding request for payment, within the time limit specified in paragraph (3) of this article, subject to one month's written notice of non-receipt of that document.
5. The *contractor* must provide the Commission with all detailed information requested by the Commission for the proper performance of this contract.

Article 6 - Liability

1. The liability of the *contracting parties* amongst themselves with regard to any losses, damages or injuries suffered in the context of the performance of this contract shall be governed by the law indicated in Article 5(1) of the contract.
2. The measures to be taken in the event of *force majeure* shall be agreed between the *contracting parties*. The *contracting parties* expressly agree that any default of a product or service used for the purpose of performing this contract and affecting such performance, including, for instance, anomalies in the functioning or performance of such product or service resulting from, or linked to the millennium date change (year 2000 problem), does not constitute *force majeure*.
3. The Community cannot be held liable for acts or omissions committed by the *contractor* or the *fellow* in executing this contract. It shall not be liable for any defaults of any products or services created on the basis of *knowledge* resulting from the *project*, including, for instance, anomalies in the functioning or performance thereof resulting from, or linked to the millennium date change (year 2000 problem).

The *contractor* fully guarantees the Community, and agrees to indemnify it, in case of any action, complaint or proceeding brought by a third party against it as a result of a prejudice caused, either by any act or omission committed by the *contractor* or the *fellow* in performing this contract, or because of any products or services created on the basis of *knowledge* resulting from the *project*, to the extent that the *contractor* or the *fellow* has contributed to or is held responsible for the loss or damage concerned.

4. In the event of any action brought by a third party against the Community in connection with the performance of this contract, the *contractor* or the *fellow* who may be answerable shall be required to assist the latter.
5. In the event of any action brought by a third party against the *contractor* or the *fellow* in connection with the performance of this contract, the Commission may, without prejudice to paragraph (1) of this article, assist the latter upon written request. The costs incurred by the Commission in this connection shall be borne by the *contractor* or the *fellow* concerned.

Article 7 – Termination of the contract

1. The Commission may terminate the contract:
 - a) where the *contractor* or the *fellow* terminates the *project*;
 - b) where the *agreement* between the *contractor* and the *fellow* is terminated on account of failure to meet the obligations incumbent upon them under the *agreement*;
 - c) for major technical or economic reasons substantially affecting the *project* (including where the resumption of the performance of the contract following its suspension on account of *force majeure* proves impossible).

The Commission shall determine, in the registered letter with acknowledgement of receipt, the notice period, which shall not exceed one month from the date of receipt of such letter.

2. The Commission shall not object to the termination of the contract, at the written request of the *contractor*, on the grounds mentioned in paragraph (1) (b) and (c) of this article.

The termination of the contract shall be effective:

- on the date of the letter of acceptance by the Commission notified by registered letter;
 - at the latest one month following receipt of notification by the *contractor* in the absence of written observations by the Commission within this time limit.
3. The Commission may immediately terminate this contract from the date of receipt of the registered letter with acknowledgement of receipt:
 - a) where the *project* has not effectively commenced within the time limit stipulated in Article 2(2) subparagraph 1 of this contract and the new date possibly proposed is deemed unacceptable by the Commission;
 - b) where, upon a written request from the Commission to remedy a failure to comply with its contractual obligations within a period not exceeding one month, the *contractor* has not fully performed such obligations;
 - c) in the event of bankruptcy, of winding up, of cessation of trading, of winding up by court order or composition, suspension of activities of *the contractor* or any similar proceeding provided for by national laws or regulations and leading to a similar result;

- d) in the event of a major financial irregularity.
 - e) where the contract mentioned in Article 1(2), relating to the RTD project of which the present *project* is part, is terminated.
4. The Commission shall immediately terminate this contract from the date of receipt of the registered letter with acknowledgement of receipt:
- a) where the conditions for participation in the *project* mentioned in Articles 3 to 12 of the *Decision* are no longer satisfied;
 - b) where the *contractor* and/or the *fellow* has made false declarations for which they may be held responsible, or have deliberately withheld information in order to obtain the Community's financial contribution or any other advantage provided for in the contract.
5. The *contractor* shall take appropriate action to cancel or reduce commitments entered into, upon receipt of the notice of the Commission notifying the termination of the contract or upon dispatch of its letter requesting termination.

In the event of termination of the contract, the Commission may require reimbursement of all or part of the Community's financial contribution, taking into account the state of progress of the *project*. The amounts to which the *fellow* shall remain entitled shall be calculated in proportion to the *project* implementation period.

The amounts allocated to the *fellow* at fault must be reimbursed.

Interest at a rate 2 % higher than the rate applied by the European Central Bank for its main refinancing operations on the first day of the month during which the *contractor* has received the funds shall be added to the amount to be repaid. The interest shall cover the period between the receipt of the funds and their repayment.

6. Notwithstanding the termination of the contract, the following provisions shall continue to apply after that date subject to the limits specified therein, as the case may be:
- Articles 5, 6 and 8 of this contract ;
 - Articles 2(2) (g) and (i) (α) and (β), Article 3(1) (i) (α) and (β), Article 4(3) and (4), Article 5(5), Article 6, Articles 8 to 10 and Article 12 of this annex.

The *contractor* shall submit the *project deliverables* relating to the work performed until the date of termination of the contract.

PART B: RULES RELATING TO INTELLECTUAL AND INDUSTRIAL PROPERTY, PUBLICITY AND CONFIDENTIALITY

Article 8 – Ownership of *knowledge*

1. The terms of allocation and of exercising the ownership, between the *contractor* and the *fellow*, of the *knowledge* resulting from the *project* shall be determined by the *contractor* in compliance with the applicable law.
2. In the case of joint ownership of the *knowledge* resulting from the *project*, the owners shall agree among themselves on the allocation and the terms of exercising the ownership of the *knowledge* in accordance with this contract.
3. Where the owner(s) of *knowledge* under paragraph (1) of this article transfer(s) ownership of *knowledge*, he/she (they) shall take steps or conclude agreements to pass on his/her (their) obligations under this contract to the assignee, in order to take account, inter alia, of the *interests of the Community* and in compliance with international agreements concluded by the Community.

Article 9 – Protection of *knowledge*

1. The owner(s) of the *knowledge* shall provide adequate and effective protection for it in compliance with the applicable law.
2. While respecting the *legitimate interests* of the *contractor*, the *contractor* shall determine jointly with the *fellow* the arrangements for the publication of results, taking into account the need to protect *knowledge*.

Article 10 – Publicity and confidentiality

1. Any communication, publication or dissemination, whatever the medium (including the Internet), concerning the state of progress of the *project* or concerning the *knowledge*, shall mention the specific programme under which the work has been carried out or the *knowledge* obtained, and the type of support provided by the Community, pointing out that the content communicated, published or disseminated is the sole responsibility of the author and does not reflect the Community's opinion, and that the Community is not responsible for any use that might be made of data appearing in this communication, publication or dissemination.

Where the utilisation of the European emblem is envisaged, it shall require prior approval by the Commission. Standards, in particular with regard to graphics, in force within the Commission must be complied with.

2. The Commission may disseminate, by any appropriate means and for as long as necessary, general data relating, in particular, to the objectives, the Community's financial contribution, the duration and the state of progress of the *project* and the *knowledge* described in the final scientific report.

The legal designation of the participants and the names of the laboratories carrying out the work shall also be published unless the *contractor* or the *fellow* objects to this in advance, in due course, on the basis of essential reasons of an industrial or commercial character and duly justified.

3. Without prejudice to paragraphs (1) and (2) of this article, the Commission, the *contractor* and the *fellow* shall be required to keep confidential any data, *knowledge* and documents communicated to them on a confidential basis or the disclosure of which may be prejudicial to one of them.

This obligation shall no longer apply:

- where the content of these data, *knowledge* and documents becomes publicly available through work or actions lawfully performed outside this contract and not based on activities under it;
 - where these data, *knowledge* and documents have been communicated without any confidentiality restrictions or where the disclosing party subsequently waives their confidentiality.
4. Where this contract provides for the communication of any data, *knowledge* or document referred to in paragraph (3) of this article, the Commission, the *contractor* and the *fellow* shall first satisfy themselves that the party receiving data, *knowledge* and documents will keep them confidential and use them only for the purpose for which they are to be communicated.

PART C: COSTS

Article 11 – Contributions allocated to the *fellow*

The flat-rate amount indicated in Article 3(1) of this contract and which is allocated exclusively for the benefit of the fellow shall cover the following costs:

- a) A monthly allowance including all compulsory deductions under national legislation in the context of this contract, excluding any other type of contribution.

However, where the *fellow* continues to receive other income connected with his or her professional status (without engaging *de facto* in any activity related to this status), the monthly amount shall be set by the Commission taking into account this additional income.

- b) A single flat-rate allowance for travel costs taking into account the distance between the country of origin and the host country.

PART D: AUDITING

Article 12 – Technical verification and audit

1. The Commission, or any representative authorised by it, may initiate a technical verification or an audit of the project at any time during the contract and up to five years after each payment of the Community contribution, in order to verify that the *project* is being or has been carried out in accordance with the conditions indicated by the *contractor*.

The verification procedure shall be deemed to be initiated on the date of receipt of the relevant registered letter with acknowledgement of receipt sent by the Commission.

It shall be carried out on a confidential basis.

2. The Commission or any authorised representative may have access, at any reasonable time, in particular, to the locations and premises where the work is being carried out, the personnel of the *contractor* connected with the *project* and any document concerning the work, computer records and equipment that it considers relevant. In this connection, it may request that data be handed over to it in an appropriate form in order, for instance, to ascertain that the Community's financial contribution is used in compliance with Annex I of the contract.

The Commission shall take appropriate steps to ensure that its authorised representatives treat confidentially the data to which they have access or which have been provided to them.

3. Prior to the carrying out of the technical verification and the audit, the Commission shall disclose the identity of the authorised representatives who are intended to perform

the verification. It shall take account of objections on the part of the *contractor* on the ground of *legitimate interests*.

4. The *contractor* shall provide appropriate assistance to the Commission or its authorised representatives.
5. On the basis of the findings made during the financial audit, a provisional report shall be drawn up. It shall be sent to the *contractor*, who may make observations thereon within one month of receiving it.

The final report shall be sent to the *contractor*. The latter may communicate his observations to the Commission within a month of receiving it. The Commission may decide not to take into account the observations conveyed after the deadline.

On the basis of the conclusions of the audit, the Commission shall take all appropriate measures, which it considers necessary, including the issuing of a recovery order regarding all or part of the payments made by it.

6. The Court of Auditors may verify the use made of the Community's financial contribution in the framework of this contract, on the basis of its own rules.

Part E-1



EUROPEAN COMMISSION
RESEARCH DIRECTORATES
GENERAL
INCO-DC FELLOWSHIP

To be completed, signed and returned to the relevant programme service.

REQUEST FOR PAYMENT OF ADVANCE

Identification

Research programme	
Contract number (all 15 characters)	
Name of contractor	
Name of fellow	
Starting date of project	
Amount requested (euro)	

Statement

We, the undersigned, hereby declare that the agreement between the contractor and the fellow has been concluded in accordance with the provisions of the contract and that the fellow shall start (within 2 months of the date of signature of this request for payment)/has started the implementation of the project, which is the subject of the contract, on the date specified above. Consequently, we, the undersigned, request the payment of the advance in accordance with the provisions of the contract.

STAMP OF
INSTITUTION

PLACE AND DATE OF
SIGNATURE

SIGNATURE OF ADMINISTRATIVE OFFICER

PLACE AND DATE OF
SIGNATURE

SIGNATURE OF FELLOW

ANNEX: Copy of the agreement between the contractor and the fellow

Part E-2



EUROPEAN COMMISSION
RESEARCH DIRECTORATES
GENERAL
INCO-DC FELLOWSHIP

To be completed, signed and returned to the relevant programme service.

REQUEST FOR FINAL PAYMENT

Identification	
Research programme	
Contract number (all 15 characters)	
Name of contractor	
Name of fellow	
Amount requested (euro)	
Statement	
In accordance with the provisions of the contract, the contractor annexes the final scientific report and the final financial report and requests the final payment.	
STAMP OF INSTITUTION	
PLACE AND DATE OF SIGNATURE	
SIGNATURE OF ADMINISTRATIVE OFFICER	
PLACE AND DATE OF SIGNATURE	
SIGNATURE OF SCIENTIST IN CHARGE OF THE PROJECT	
ANNEXES: Final scientific report signed by the fellow and the scientist in charge Final financial report signed by the administrative officer and the fellow	

Part E-2



EUROPEAN COMMISSION
RESEARCH DIRECTORATES
GENERAL
INCO-DC FELLOWSHIP

FOR COMMISSION USE ONLY

ACCEPTANCE OF REQUEST FOR FINAL PAYMENT

Identification

Contract number	
Date of receipt of the request	
Amount to be paid (euro)	

Statements

I hereby certify that the final scientific report required by the contract has been received and that the report is satisfactory and meets the requirements of the contract.

Name of Commission scientific officer		
DATE OF SIGNATURE		
SIGNATURE OF COMMISSION SCIENTIFIC OFFICER		

I hereby certify that the final financial report required by the contract has been received and that the final payment may be made to the contractor.

Name of Commission officer		
DATE OF SIGNATURE		
SIGNATURE OF COMMISSION OFFICER		