

## SPECIAL CLAUSES

### 1) Participation by the JRC

1. The *Community* shall carry out part of the *project* through its *Joint Research Centre (JRC)* subject to the following conditions:

(a) For the purposes of this *contract*, the *JRC* shall be considered as a *contractor*. It shall have the same rights and same obligations as the other *contractors* and shall be a member of the *consortium* identified in Article 1.2.

(b) An amount of [] Euro of the *pre-financing* referred to in Article 8.2.a shall be kept by the *Commission* for the *JRC*.

(c) In addition to the documents referred to in Article 7, the *consortium* shall indicate to the *Commission* the amount of each of the payments referred to in Article 8.2.b and 8.2.c to be transferred by the *Commission* to the *JRC*.

(d) This *contract* takes precedence over any *consortium agreement* signed by the *Commission*, represented by the *JRC*.

2. Relations within the *Commission* between DG [...] and the *JRC* shall be regulated by an administrative arrangement as set out in Annex [...] to the *contract*, without prejudice to the rights of the other *contractors*.

### 2) United Nations (only for use with specialised agencies and international organisations of the UN system having adhered to the UN-EC Financial and Administrative Framework Agreement of the 29.04.2003 (FAFA))

#### 1. Settlement of dispute

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

#### 2. Audit certificates, controls and audits

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

#### [3. Governing law

The law of [country<sup>1</sup>] shall govern this *contract*.]

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<sup>1</sup> The law governing the contract shall be either the law of the headquarters of the international organisation or, when there are more than one international organisation in the contract, the law agreed between them. Where the law is that of Belgium or Luxembourg, either agreed by the international

**2bis) Only for Marie Curie contracts - United Nations (only for use with specialised agencies and international organisations of the UN system having adhered to the UN-EC Financial and Administrative Framework Agreement of the 29.04.2003 (FAFA))**

**1. Settlement of dispute**

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**2. Audit certificates, controls and audits**

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

**[3. Governing law**

The law of [country<sup>2</sup>] shall govern this *contract*.]

**3) Complementary contracts**

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

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

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

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

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

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*organisations or imposed by the Commission as a defaulting rule should they not agree, paragraph 3 is not included.*

<sup>2</sup> *The law governing the contract shall be either the law of the headquarters of the international organisation or, when there are more than one international organisation in the contract, the law agreed between them. Where the law is that of Belgium or Luxembourg, either agreed by the international organisations or imposed by the Commission as a defaulting rule should they not agree, paragraph 3 is not included.*

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

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

### **3bis) Clustering and concertation**

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

#### **4.A) Sole contractor clause for SSA that may become multi-contractors (or other similar cases)**

1. All references to the “*contractors*” or to the “*consortium*” or to the “*coordinator*” in this *contract* and in the Annexes thereto shall be interpreted as references to the “*contractor*”.
2. Where the *consortium* is enlarged in accordance with Article 3 of the *contract*, the paragraph above does not apply from the date the enlargement is accepted.

#### **4.B) Sole contractor clause for SSA that cannot be multi-contractor**

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

### **5) Mid-term review clauses**

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

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

[3. Together with the documents referred to in Article II.7.2 related to [Pn], the *consortium* shall submit [a “mid-term report” covering all the work carried out since the start of the *project*, objectives, intermediary results and conclusions, an updated *plan for using and disseminating the knowledge*, and<sup>3</sup>], an update of the remaining work planned in Annex I. These documents shall be evaluated in accordance with Article II.8.1, 2, 4 and 5.]

[4. The mid-term review shall be made against the satisfactory completion of the following deliverables before month X:

*[List deliverables for the mid-term review]*<sup>4</sup>.]

#### **5bis) Only for Marie Curie Multi-contractor contracts - Mid-term review clauses**

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

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

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

[3. Together with the documents referred to in Article II.7.2 related to [Pn], the *consortium* shall submit [a “mid-term report” covering all the work carried out since the start of the *project*, objectives, intermediary results and conclusions, and<sup>5</sup>], an update of the remaining work planned in Annex I. These documents shall be evaluated in accordance with Article II.8.1, 2, 4 and 5.]

[4. The mid-term review shall be made against the satisfactory completion of the following deliverables before month X:

*[List deliverables for the mid-term review]*<sup>6</sup>.]

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

<sup>4</sup> If different from the milestones established in Annex I.

<sup>5</sup> If more than one reporting period covered by the mid-term review. Otherwise, periodic reports are the mid-term report + updated work plan.

<sup>6</sup> If different from the milestones established in Annex I.

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

**6.A) Payment of the *consortium's pre-financing* subject to obtaining from a contractor a financial guarantee, for instruments with collective responsibility that is insufficient to cover the EC financial contribution**

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

**6.B) Payment of the *consortium's pre-financing* subject to obtaining a financial guarantee (*usually for instruments without collective responsibility but also can be used for the coordinator in instruments with collective responsibility where the protection of the Community financial interests are not sufficiently covered*)**

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

**6.C) The *contractor* agrees that in lieu of a financial guarantee no *pre-financing* shall be provided**

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

**6.Cbis) Only for Marie Curie Mono-contractor - The *contractor* agrees that in lieu of a financial guarantee no *pre-financing* shall be provided**

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

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

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

**6.Dbis) Only for for Marie Curie Mono-contractor contracts - Payment of the consortium's *pre-financing* subject to obtaining a financial guarantee from the contractor**

Notwithstanding the provisions of Article 8, the *pre-financing* for this *project* shall not be paid by the *Commission* until a financial guarantee of a value of [amount] is provided by the *contractor* to the *Commission*.

**7) Late payment of the *pre-financing***

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

**8) Exoneration of financial collective responsibility (*where duly justified for specific support actions – already covered by Annex II Marie Curie actions and Annex III for SME specific actions*)**

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

**9) Reimbursement of less than 100% for SSA or other instruments with other specific activities, except for NoE**

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

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

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

**10) Signature of a *consortium agreement* as prerequisite to beginning of *project***

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

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

**11) Ineligibility of costs incurred in relation to an activity**

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

**12) Increase of the EC financial contribution** (*only for multi-annual SSA identified under Article 9.2.a of the Rules for participation*)

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

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

**13) Contractors with flat rate overheads of less than 20 %**

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

**14) Contractors with eligible costs but no EC contribution** (*e.g. usually from third countries*)

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

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

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

**14bis) Only for Marie Curie Actions contracts - Contractors with eligible costs but no EC contribution** (*e.g. usually from third countries*)

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

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

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

## **15) Ethical rules**

1. The *contractors* shall comply with the ethical framework of FP6, all applicable legislation, any relevant future legislation and the following specific programmes for research, technological development and demonstration: Integrating and strengthening the European Research Area (2002-2006) and Structuring the European Research Area (2002-2006)<sup>7</sup>.

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

- (a) research activities aiming at human cloning for reproductive purposes,
- (b) research activities intended to modify the genetic heritage of human beings which could make such change heritable and
- (c) research activities intended to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.

## **16) Clinical research**

*(for biomedical research involving human beings):*

1. The *contractor(s)* shall provide the *Commission* with a statement confirming that it has received (a) favourable opinion(s) of the relevant ethics committee(s) and, if applicable, the regulatory approval of the competent national authority(ies) in the country concerned before beginning any biomedical research involving human beings.

[2. *(for biomedical research involving human beings including clinical or other trials)* The *Commission* shall never be considered as a sponsor for clinical trials in the sense of Directive 2001/20/EC of the European Parliament and of the Council of 4 April 2001 on the approximation of the laws, regulations and administrative provisions of the Member States relating to the implementation of good clinical practice in the conduct of clinical trials on medicinal products for human use.

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

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

## **17) Specific support actions involving Transnational Access**

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<sup>7</sup> Council Decision 2002/834/EC on the specific programme for research, technological development and demonstration: Integrating and strengthening the European Research Area (2002-2006) and Council Decision 2002/835/EC on the specific programme for research, technological development and demonstration: Structuring the European Research Area (2002-2006).

## **A. Definitions**

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

**a. Access provider:** means the *contractor* that is in charge of providing access to the *infrastructure*, as specified in Annex I.

**b. Infrastructure:** means the research facility (facilities) to which *user groups* are given transnational access under the *project*, as specified in Annex I.

(NB: used only at participation stage. Not even mentioned in the rest of the special condition)

**c. User:** means a researcher within a *user group*, including the *user group* leader.

**d. User group:** means a research team of one or more researchers given access to the *infrastructure* under the *project*. Each *user group* is led by a *user group* leader.

## **B. Performance obligations**

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

- (a) publicise widely, including on a dedicated Web page on the Internet, the access offered under this *contract* so that researchers throughout the Member States and the *Associated States* who might wish to have access to the *infrastructure* may be made aware of the possibilities open to them;
- (b) select the *user groups* in accordance with Article III.6;
- (c) provide access free of charge to selected *user groups*, including all the infrastructural, logistical, technological and scientific support (including training courses for *users*) that is normally provided to external researchers given access to the *infrastructure*;
- (d) ensure that users comply with the terms and conditions of this contract;
- (e) maintain, on a regular basis and in accordance with its own usual accounting principles, appropriate documentation to support and justify the amount of access reported; this documentation shall include records of the names, nationalities, and home institutions of *users* within the *user groups*, as well as the nature and quantity of access provided to them.

## **C: Eligibility and selection of the *user groups***

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

- both the *user group* leader and the majority of the *users* must come from Member States or *Associated States*;

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

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

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

2. Only *user groups* that are entitled to disseminate the *knowledge* they have generated under the *project* are eligible to benefit from access to the *infrastructure* under the *contract*. The sole exception to this rule shall be *user groups* from an *SME* that wish to use the *infrastructure* for the first time.

3. Prospective *user groups* requesting access shall be required by the *access provider* to submit in writing a description of the work that they wish to carry out and the names, nationalities and home institutions of the researchers expected to take part.

4. The *access provider* shall set up a *user group* selection panel, which will assist the *access provider* in the selection of the *user groups*, according to the conditions set out in this Article. The *user group* selection panel shall assess all proposals received and recommend a short-list of the *user groups* that should benefit under the *contract*. In so doing, it will apply the principles of transparency, fairness and impartiality.

5. The *user group* selection panel shall be composed of international experts in the field, at least half of whom shall be independent and external to the staff of the *infrastructure*, unless otherwise specified in Annex I.

6. The *user group* selection panel shall base its selection on scientific merit, taking into account that priority should be given to *user groups* who:

- have not previously used the *infrastructure*, and
- are working in countries where no such research *infrastructures* exist.

The *Commission* may, within the overall scope and financial limits of the *contract*, request the *access provider* to follow additional priorities in the selection of *user groups* in the *interest of the Community*. The *access provider* shall not unreasonably withhold its agreement to such requests.

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

#### **D. Reports and deliverables**

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

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

#### **E. Confidentiality**

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

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

#### **F. Publicity**

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

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

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

#### **G. Access rights**

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

#### **H. Incompatible or restrictive commitments**

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

## **I. Cost reporting models**

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

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

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

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

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

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

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

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

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

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

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

4. All *access providers* may use the user fee cost reporting model (UF), provided they have an accounting system that allows their direct costs relating to the *project* to be identified.
5. Any *access providers* using for the other activities of the *project* one of the full cost reporting models established in Article II.22.1 (FC or FCF) must use the user fee cost reporting model (UF) for activities aimed at providing transnational access.
6. Where an *access provider* may choose between the UF or AC cost reporting model for activities aimed at providing transnational access, it shall apply that model for the same type of activities in all *contracts* established under the Sixth Framework Programme which include activities aimed at providing transnational access."

#### **18) Cases where other *enterprises* and/or *end-users* participate**

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

#### **19) Delayed accession of *contractors* established in a new Member State to *contracts* entering into force between the 01.01.2004 and the 30.04.2004 due to Article 32 of the Accession Treaties**

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

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

[*name*]

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

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

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

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

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

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

**20) Sublicensing of software** (not really necessary as provided for by Article 35.1.e- to be used only if it is to be imposed upon contractors)

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

**20bis) Only for Marie Curie contracts - Sublicensing of software** (not really necessary as provided for by Article 32.1.e- to be used only if it is to be imposed upon contractors)

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

**21) Identified bank account**

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

*This document has been approved by **Decision DL/2003/3004** dated 07.11.2003*

**21bis) Only for Marie Curie monocontractor - Identified bank account**

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