

SPECIAL CLAUSES FOR SPECIFIC SUPPORT ACTIONS FOR INFRASTRUCTURES

33) Special clause for Design Studies

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

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

34) Special clause for Construction of New Infrastructures

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

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

**SECOND SET OF SPECIAL CLAUSES ADAPTED TO MARIE CURIE ACTIONS AND
CORRECTION OF ARTICLE 6.D BIS FROM THE FIRST SET OF SPECIAL CLAUSES**

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

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

23 bis) Only for Marie Curie contracts - Entities composed of one or more legal entities [EEIGs/ Joint research units (Unités mixtes de recherche etc.) / Enterprise groupings]

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

--[name of the legal entity].

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

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

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

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

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

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

3. The eligibility of the *member's* costs charged by the *contractor* is subject to controls and audits of the *members*, in accordance with [for Marie Curie monocontractor- Article II.25] [for Marie Curie multicontractor- Article II.26].

4. The *contractor* shall retain sole responsibility toward the *Community* and the other *contractors* for its *members*. The *contractor* shall ensure that the *members* abide by the provisions of the *contract*.

24bis) Only for Marie Curie multicontractor contracts - Management of the consortium activity costs paid at 100% limited to a lower percentage than <7% of the Community financial contribution (to be used only in those cases where the maximum percentage for management of the consortium activity is 7%)

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

31bis) Only for Marie Curie contracts - Negotiation costs incurred during the duration of the project (only for projects that have a start date before or during the period in which the contract was being negotiated)

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