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GENERAL CONDITIONS

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II.1 - Definitions

1. **Access rights:** means licences and user rights to *knowledge* or *pre-existing know-how*.
2. **Associated State:** means a State which is party to an international agreement with the *Community*, under the terms or on the basis of which it makes a financial contribution to all or part of the Sixth Framework Programme.
3. **Change of control:** means any change in the control exercised over a *contractor* within the meaning of Article 3 of the *Rules for Participation*.
4. **Consortium:** means all the *contractors* participating in the *project* covered by this *contract*.
5. **Consortium agreement:** means an agreement that *contractors* may choose to conclude amongst themselves for the implementation of this *contract*. Such an agreement shall not affect the *contractors'* obligations to the *Community* and/or to one another arising from this *contract*.
6. **Coordinator:** means the *contractor* identified in this *contract* who, in addition to its obligations as a *contractor*, is obliged to carry out the specific co-ordination tasks provided for in this *contract* on behalf of the *consortium*.
7. **Contractor:** means a participant as defined in Article 2.7 of the *Rules for Participation* and a signatory to this *contract* other than the *JRC*, which signs a separate arrangement with the *Commission* with respect to its participation in the *contract*.
8. **Dissemination:** means the disclosure of *knowledge* by any appropriate means other than publication resulting from the formalities for protecting *knowledge*.
9. **Final implementation date:** means the final date for implementation, which is determined taking into account the maximum periods allowed, beyond the end date of the duration of the *project*, as identified in Article 4.2, for the *contractor(s)* to submit the required activity reports and financial statements, for the *Commission* to approve them, and for it to make the final payment.
10. **Financial Regulation:** means the Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities¹ and the Commission Regulation (EC, Euratom) No 2342/2002 of 23 December 2002 laying down detailed rules for the implementation² of Council Regulation (EC) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities.
11. **Irregularity:** means any infringement of a provision of *Community* law or any breach of a contractual obligation resulting from an act or omission by a *contractor* which has, or would have, the effect of prejudicing the general budget of the European Communities or budgets managed by it through unjustified expenditure.

¹ OJ L 248, 16.9.2002, p.1.

² OJ L 357, 31.12.2002, p.1

12. **International organisation:** means any legal entity arising from the association of States, other than the *Community*, established on the basis of a treaty or similar act, having common institutions and an international legal personality distinct from that of its member states.
13. **International European interest organisation:** means an international organisation, the majority of whose members are European Community Member States or *Associated States*, and whose principal objective is to promote scientific and technological co-operation in Europe.
14. **JRC:** means the Joint Research Centre of the European *Commission*.
15. **Knowledge:** means the results, including information, whether or not they can be protected, arising from the *project* governed by this *contract*, as well as copyrights or rights pertaining to such results following applications for, or the issue of patents, designs, plant varieties, supplementary protection certificates or similar forms of protection.
16. **Legitimate interest:** means a *contractor's* interest of any kind, particularly a commercial interest which may be claimed in the cases provided for in this *contract*. To this end, the *contractor* must prove that failure to take account of its interest would result in its suffering disproportionately great harm.
17. **Own resources:** means those resources identified in the *Rules for Participation*³ which may be contributed to the work to be carried out under the *project*, and any other resources under the management discretion of the *contractor* which when allocated to the tasks to be carried out under the *project*, thereby create a cost.
18. **Pre-existing know-how:** means the information which is held by *contractors* prior to the conclusion of the *contract*, or acquired in parallel with it, as well as copyrights or rights pertaining to such information following applications for, or the issue of, patents, designs, plant varieties, supplementary protection certificates or similar forms of protection.
19. **Pre-financing:** means any part of the *Community* financial contribution which is paid in advance of submission of proof of work having been carried out for a specific period of the *project* either in order to provide advance funds to permit the work on the *project* to begin or to continue with the next phase.
20. **Project:** means all the work referred to in Annex I to this *contract*.
21. **Public body:** means a public sector body, or a legal entity governed by private law with a public-service mission providing adequate financial guarantees.
22. **Receipts:** means financial transfers or contributions in kind made available to a *contractor* by a third party, which are considered as *receipts* under Article II.21 and any income generated by the *project*, if generated during the life of the *project* or up to the time when the final financial statement is submitted to the *Commission*, whichever is later.
23. **Rules for Participation:** means the Regulation No. 2321/2002 of the European Parliament and of the Council concerning the rules for the participation of undertakings, research

³ Article 8.2 of OJ L355, 30.12.2002, p.23

centres and universities in, and for the dissemination of research results for, the implementation of the European Community Sixth Framework Programme (2002-2006)⁴.

24. **Start date:** means the date upon which the *project* begins as identified in Article 4.2 of this *contract*.
25. **Subcontract:** means an agreement to provide services relating to tasks required for the *project* and which cannot be carried out by the *contractor* itself, concluded between a *contractor* and one or more *subcontractors* for the specific needs of the *project*.
26. **Subcontractor:** means a third party carrying out tasks identified in Annex I or minor tasks not relating to the core work of the *project*, by means of a *subcontract* with one or more of the *contractors*.
27. **Third country:** means a State that is neither a Member State nor an *Associated State*.
28. **Third party resources:** means any resources made available to a *contractor*, by a third party, for use in the *project*, and identified in Annex I, based on an agreement established between the *contractor* and the third party prior to its contribution to the *project*. The costs of such resources must be recorded in the accounts of the third party as a cost of the *project*.
29. **Use:** means the direct or indirect utilisation of *knowledge* in research activities or for developing, creating and marketing a product or process or for creating and providing a service.
30. **Work Programme:** means the plan drawn up by the *Commission* for the implementation of the Human Resources and Mobility activity within the Specific Programme "Structuring the European Research Area" applicable at the time of entry into force of the *contract* or at the date specified in Annex III.

PART A: IMPLEMENTATION OF THE PROJECT

SECTION 1 – IMPLEMENTATION AND DELIVERABLES

II. 2 – Activities

The *project* includes, as indicated in the breakdown of the *Community* contribution per activity in Annex I, one or more of the eligible activities of the specific Marie Curie Action as defined in the *Work Programme* and reflected in Annex III.

Management of the *consortium* activities of the *project* may include:

- obtaining audit certificates by each of the *contractors*
- maintenance of the *consortium agreement* where applicable

⁴ OJ L 355, 30.12.2002, p.23