

**MODEL CONTRACT**

**Japan fellowships**

## CONTRACT No

The European Community (“the Community”), represented by the Commission of the European Communities (“the Commission”), itself represented in view of 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 fellow*] (“the *fellow*”), established in [*name of State and full address*],

of the other part,

(collectively “the *contracting parties*”)

HAVE AGREED to carry out a *project*, in the framework of the specific research and technological development programme “Confirming the International Role of Community Research (1998-2002)<sup>1</sup>” (the “specific programme”), according to the following provisions:

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<sup>1</sup> O.J. L64 of 12/03/1999, p.78

## **Article 1 - Scope**

1. The scope of this contract is the realisation of research work by a *fellow* for training purposes. This *fellow* and the host institution are mentioned in Annex I.
2. To that end, the *fellow* commits himself vis-à-vis the Community to the proper performance of the *project* set out in Annex I ("the *project*"), in accordance with the conditions set out in this contract.

## **Article 2 - Duration**

1. This contract shall enter into force following its signature by the *contractual parties*.
2. The *duration of the project* is fixed at 24 months from the "PRISE EN FONCTION" of the *fellow*, as registered by the Delegation of the European Commission in Japan. Without prejudice to Article 6.3 a) of Annex II, the Commission will notify the fellow of the date on which he will have to present himself to the Delegation of the European Commission in Japan. The *duration of the project* is not subject to prolongation. The project may however be suspended for reasons of "force majeure" or for prolonged absence after the agreement of the Commission.
3. This contract shall be completed on the date of the final payment of the Community's financial contribution. However,
  - Articles 5, 6 and 8 of this contract;
  - Article 2 paragraph 1 e) (α) and e) (β), Article 3 paragraphs 3 and 4, Article 4 paragraph 5, Article 5, Articles 7 to 9 and Article 11 of Annex II to this contractshall continue to apply after that date subject to any limitations specified in those Articles.

## **Article 3 - The Community's financial contribution**

1. The Community shall fund the *project* to a maximum amount of 102,800 EUR (ONE HUNDRED AND TWO THOUSAND, EIGHT HUNDRED euro).
2. The Community's financial contribution to the *project* shall be paid as follows and as specified in Article 3 of Annex II to this contract:
  - an advance payment (including 50% of the fixed contribution for travel costs, 100% of the relocation contribution, 50% of the maximum authorised amount for the course in the language school and monthly contribution corresponding to the first 3 months (first quarterly periodic payment));
  - intermediate payments paid quarterly in advance ;
  - the rest of the cost of the language school, up to 100% of the real cost with a ceiling limit of 6,700 (Six Thousand Seven Hundred) euros, shall be paid upon receipt by the

Commission of the invoice of the language course, to be sent by the *fellow* no later than the end of the course. This payment shall be made together with the periodic quarterly payment following the receipt of the invoice.

- The rest of the contribution for the travel costs upon approval of the final report.

#### **Article 4 - Project deliverables to be submitted to the Commission**

1. [number] copies of the reports and [number] copies of the quarterly requests for payment required under this contract shall be submitted by the *fellow* in accordance with Article 4 of Annex II to this contract. The reports shall be in [language].

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

2. The intermediate scientific report shall cover a period of 12 months from the *project commencement date*.]
3. The quarterly requests for payment are to be signed by the fellow and forwarded to the Commission via the Delegation of the European Commission in Japan.
4. The final report and the final payment request shall cover the *duration of the project*. Where the work is completed before the end of the *duration of the project*, the final report shall cover the period up to this date.
5. If applicable, the other *project deliverables* shall cover the periods mentioned in Annex I of this contract.

#### **Article 5 - Applicable law and jurisdiction**

1. The law of [law of " of competent authorising officer"] 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 *fellow*, 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:]

## Article 7 - Amendments

This contract, including the annexes thereto, may be modified only in writing, by way of an amendment between the authorised/legal/statutory representative of the European Community and the *fellow*. No verbal *agreement* may be binding on the *contracting parties* for this purpose.

Any request for amendment must be received by 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 *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 of] [Annex III to] [Article 6 of 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 The Commission:

Signature:

Title:

Date:

On behalf of the *fellow*:

Signature:

Title:

Date:

**DESCRIPTION OF THE *INCO JAPAN PROJECT***

(corresponding to the *project* description given in proposal nr [*nr of proposal*], as selected by the Commission on [*date*])

1. Aim of the Research

2. *Fellow*:

- name: [*name*]

- nationality: [*nationality*]

3. *Duration of the project*: [*number*] months

4. Place(s) of implementation of the *project*:

- Host Institute:

- Laboratory (to be detailed if different establishment) :

- Scientist in charge:

5. Distribution of the amount (in EUROS) of the fellowship for the benefit of the *fellow*:

- allowance: 3,500 Euro/month

Total: 84,000 euro

- travel allowance: 5,600 Euro

- relocation allowance: 6,500 Euro

- Language course: real cost with a maximum ceiling of 6,700 Euro

6. MAXIMUM Total amount of the fellowship in Euro: 102,800 Euro

**GENERAL CONDITIONS**

PART A: IMPLEMENTATION OF THE *PROJECT*

Article 1 - Definitions

Article 2 - Management of the *project* and obligations of the *fellow*

Article 3 - The Community's financial contribution

Article 4 - Submission of *project deliverables*

**Article 5 - Liability**

**Article 6 - Termination of the contract**

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

Article 7 - Ownership of *knowledge*

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Article 9 - Publicity and confidentiality

PART C: COSTS

Article 10 - Contributions allocated to the *fellow*

PART D: AUDITING

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PART E-1: REQUEST FOR PAYMENT OF ADVANCE

PART E-2: REQUEST FOR INTERMEDIATE PAYMENT

PART E-3: REQUEST FOR FINAL PAYMENT

## **PART A: IMPLEMENTATION OF THE *PROJECT***

### **Article 1 - Definitions**

1. “*Decision*” means Council Decision 1999/65/EC of 22 December 1998 concerning the rules for the participation of companies, 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)<sup>3</sup>.
2. “*Regulation*” means Commission Regulation (EC) No 996/1999 of 11 May 1999 on the implementation of Council Decision 1999/65/EC concerning the rules for the participation of companies, 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)<sup>4</sup>
3. “*Contracting parties*” means the Community and the *fellow*.
4. “*Fellow*” means a physical person having been selected in conformity with the criteria and in the framework of the specific research and technological development programme “Confirming the International Role of Community Research” and having for such purposes concluded this present contract with the Community
5. “*Project*” means all the work referred to in Annex I to this contract, including the participation to an intensive Japanese language course.
6. “*Project commencement date*” means the date referred to in Article 2(1) of this contract. This corresponds to the start date of the *fellow*.
7. “*Duration of the project*” means the period of performance of the *project* referred to in Article 2(1) of this contract.
8. “*Contract completion date*” means the date referred to in Article 2(3) of this contract.
9. “*Project deliverables*” means the scientific reports, the requests for payments referred to in Article 4 of this contract and of this Annex and any element designated as such in Annex I to this contract.
10. “*Force majeure*” means any unforeseeable and insuperable event affecting the carrying out of the *project*.
11. The “*interests of the Community*” are to be assessed in particular with regard to:
  - the objective of strengthening international competitiveness of Community industry;
  - the objective of providing appropriate incentives for maintaining and creating jobs in the Community;

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<sup>3</sup> O.J. L26 of 1/2/99, p. 46

<sup>4</sup> O.J. L122 of 12/05/99 p. 9

- 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.
12. "*Knowledge*" means the results, including information, arising from any *project* covered by Decision No 182/1999/EC of the European Parliament and of the Council of 22 December 1998, concerning the Fifth Framework Programme of the European Community for research, technological development and demonstration activities (1998 to 2002)<sup>1]</sup> (hereinafter referred to as the "Fifth Framework Programme"), as well as copyright or rights linked with the results following applications for, or the issue of, patents, designs and models, plant varieties, additional certificates or other similar forms of protection.
13. "Start date of the fellow" means the date on which the *fellow* presents himself to the Delegation of the European Commission in Tokyo in order to start the work and sign the document "*assumption of duties*".

## **Article 2 – Management of the *project* and Obligations of the *fellow***

1. The *fellow* is required:
- (a) to participate, during the first four months of the *duration of the project* and before starting the research work described in the *project*, in a full-time Japanese language course; in case it is noticed that the *fellow* has not regularly followed the language course, the *fellow* will be obliged to reimburse the amount allocated for following the language course; at the end of the language course, the fellow shall provide the Commission with proof of his regular participation in the course;
  - (b) to devote himself full-time to the research work described in the *project* under the conditions of this contract;
  - (c) to be solely responsible for ensuring fulfilment of his obligations under the applicable law and, where appropriate, under bilateral agreements;
  - (d) to conform to the regulations or customs in place within his host institute concerning the implementation of his research work as well as annual holidays;
  - (e) to inform the Commission as soon as possible of all modification relating to the contract, such as:
    - (α) any circumstance likely to affect the performance or achievement of this *project*;

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<sup>1</sup> OJ L 26, 1.2.1999, p. 1.

(β) any modification relating to information having served as a basis for the award of the fellowship;

- (f) to participate in control, follow-up and evaluation *project* meetings that concern him;
- (g) to inform the Commission of the actual date of the start of the work;
- (h) to prove his coverage under a private or public social security scheme, covering sickness, accident risks, and instances of invalidity and death. He must also, under his own responsibility, register to a pension scheme;
- (i) to authorise the Commission or any of its authorised representatives to verify the use of the financial contribution of the Community under the conditions laid out in Article 11 of this annex, and shall provide the Commission or its authorised representatives with the appropriate assistance by leaving at its disposal all information and documents necessary for such a verification.

2. The fellow shall not be authorised:

- (a) to hold another fellowship or receive other income for the research work described in the *project*;
- (b) to give part or all of the implementation of the research work described in the project to a Third party.

3. The Commission:

- (a) shall provide the *fellow*, through the intermediary of the Delegation of the European Commission in Japan, with reasonable assistance in all the administrative tasks demanded by the authorities of the host country;
- (b) shall assist the *fellow* in his steps to participate in the intensive Japanese language course;
- (c) shall, in the case of maternity, suspend the implementation of the project for a period of maximum 120 days without occurrence on the duration of the project and at the request of the fellow, submitted at least two months before the start of the said period.

During this period, the Commission shall pay its contribution in addition to the compensation received by the fellow from her insurance, as covered in paragraph 1 h) of this article. Calculated on a monthly basis, the contribution shall not exceed the difference between the compensation received and the amount of the contribution defined in point 5 of annex I.

At the end of this period, notwithstanding the cases mentioned in Article 6, the implementation of the project shall be pursued until expiry of the *duration of the project*. By way of exception to Article 2 paragraph 2 of this contract, the fellow may ask, at the latest one month before the expiry of the duration of the project, for an extension of the project, equivalent to the length of the suspension due to her maternity leave. The Commission shall take a decision on this request within the month in function of the state of advancement of the project and the interest of the extension requested. In the case of a positive answer, an extension to the contract shall set the financial details of this extension.

### Article 3 - 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 of the last signature of the *contracting parties*;
  - (b) Quarterly advance intermediate payments starting from the start date of the *fellow*. These payments shall be made within a maximum period of 60 days either from the date on which the Commission receives the request for payment from the fellow, or from the date corresponding to 60 days before the beginning of the period in question, the latter of these two dates being taken into account for the payment;
  - (c) 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 to have approved, in accordance with Article 4 (3) indent 3 of the current annex, the final report and/or the corresponding request for payment or the last *project deliverable*.

The payments referred to in points (a) to (c) of this paragraph shall be regarded as having been effected on the date the Commission's account is debited.

The Commission may suspend the period of 60 days referred to under (b) at any time by notifying the *fellow* 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 the previous paragraph, the *fellow* 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, applicable on the first day of the month during which the period has expired, plus one and a half percentage points. The interests shall cover the period starting on the day after the payment deadline until the date of actual payment.

2. The Commission may, in case of suspected fraud or major financial irregularity on the part of the *fellow*, suspend payments and/or refrain from making payments to the *fellow*. The *fellow* remains liable to perform his contractual obligations.
3. Bank charges resulting from any reimbursement of sums due to the Community shall be borne exclusively by the *fellow*.

The recovery order regarding payments made by the Commission, drawn up by the latter and transmitted to the *fellow* 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 *fellow*.

4. After the *contract completion date*, the Commission may, where fraud or serious financial irregularities have been discovered during a financial audit, claim from the *fellow* the

reimbursement of all the Community's financial contribution paid to him. Interest at the rate applied by the European Central Bank for its main refinancing operations on the first day of the month during which the *fellow* has received the funds, plus two percentage points, shall be added to the amount to be repaid. The interest shall cover the period between the receipt of the funds and their repayment.

#### **Article 4 - Submission of *project deliverables***

1. As regards reports:

(a) The following reports shall be submitted for approval by the Commission:

(α) an intermediate scientific report covering the work over a period of 12 months starting from the *commencement date of the project*;

(β) a final scientific report covering all the work, objectives, results and conclusions, including a summary of all those items.

(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. As regards requests for payment:

(a) The requests for payment shall be expressed in euro. 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 *fellow* shall submit the requests for payment in the format specified in Part E.

3. The quarterly requests for payment shall be submitted to the Commission two months before the period concerned.

The intermediate scientific report shall be submitted to the Commission within two months following the expiry of the twelve first months of the project.

The final scientific 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*, as foreseen in Article 2.1. of the contract.

If applicable, the other *project deliverables* shall be submitted within the time-limits set out in Annex I to this contract.

In the absence of observations by the Commission, the scientific report shall be deemed to be approved within two months of its receipt.

4. The Commission reserves the right to withhold part or, exceptionally, all of the payment of the Community's financial contribution in case of failure to submit, within the period specified in paragraph 3 of this Article, the intermediate scientific or financial report, or the corresponding request for payment.

The Commission may decide not to make the final payment, in case of failure to submit the final scientific report or the corresponding payment request within the period specified in paragraph 3 of this Article, subject to one month's written notice of non receipt of that document.

5. The *fellow* must provide the Commission with all detailed information requested by the Commission in view of a proper performance of this contract.

## **Article 5 - 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 defect 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 of the *fellow* in performing this contract. It shall not be liable for any defects in respect of any products or services created on the basis of *knowledge* resulting from the *project*, including, for example, anomalies in the functioning or performance thereof resulting from, or linked to, the millennium date change (year 2000 problem).

The *fellow* shall fully guarantee the Community, and shall undertake to indemnify it, in the event of any action, complaint or proceeding brought by a third party against it as a result of damage caused, either by any act or omission of the *fellow* in performing this contract, or on account of any products or services created on the basis of *knowledge* resulting from the *project*, to the extent that the *fellow* has contributed to or is 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 *fellow* shall be required to assist the Community.

In the event of any action brought by a third party against 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 *fellow* concerned.

## Article 6 - Termination of the contract

1. The Commission may terminate the contract:

- (a) when the *fellow* or the host institute terminates the *project*;
- (b) 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 article 2 paragraph 2 or of article 2 paragraph 3 c) of the current annex 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 the above-mentioned letter.

2. The Commission shall not object to the termination of the contract, at the written request of the *fellow*, on the grounds mentioned in paragraph 1(a) and (b) 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 with acknowledgment of receipt;
- at the latest one month following receipt of notification by the *fellow* in the absence of written observations by the Commission within that time-limit.

3. The Commission may immediately terminate this contract from the date of receipt of the registered letter with acknowledgment of receipt:

- (a) where the *project* has not effectively commenced within six months following the start of this contract and where the new date proposed is considered unacceptable by the Commission;
- (b) where the *fellow* has not fully performed his obligations following a written request from the Commission to remedy this situation within a period not exceeding one month;
- (c) where the conditions for participation in the *project* mentioned in Articles 3 to 12 of the *Decision* are no longer satisfied.

4. The Commission shall immediately terminate this contract from the date of receipt of the registered letter with acknowledgment of receipt:

- (a) where the *fellow* has made false declarations for which he may be held responsible, or has deliberately withheld information in order to obtain the Community's financial contribution or any other advantage provided for in the contract.

(b) in the event of a serious financial irregularity.

5. The *fellow* shall take appropriate action to cancel or reduce commitments entered into, upon receipt of the letter from the Commission notifying him of the termination of the contract or upon dispatch of his letter requesting termination. In the event of termination of the contract, the Commission may require repayment of all or part of the Community's financial contribution. With the exception of a termination carried out in the frame of paragraph 4 of this article, the Commission will take into consideration the state of progress of the *project* in order to determine the remaining acquired amounts of the *fellow*, in proportion to the period of performance of the *project* and within the rights and obligations of the *fellow* with respect to this contract.

Interest at the rate applied by the European Central Bank to its main refinancing operations on the first day of the month during which the *fellow* has received the funds, plus two percentage points, 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;
  - Article 2 paragraph 1 points e) ( $\alpha$ ) and e) ( $\beta$ ), Article 3 paragraphs 3 and 4, Article 4 paragraph 5, Article 5, Articles 7 to 9 and Article 11 of Annex II of this contract.

The *fellow* 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 7 - Ownership of *knowledge***

1. The terms of allocation and of exercising the ownership of the *knowledge* between the *fellow* and the host institute, and resulting from the *project* carried out by the *fellow*, shall be determined by the *fellow* and his host institute 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 the *knowledge* under paragraph 1 of this Article transfer(s) ownership of this *knowledge*, he or 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 8 - Protection of *knowledge***

The owner(s) of the *knowledge* shall provide adequate and effective protection for it in compliance with the applicable law.

## **Article 9 - 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 programme under which the work has been executed or the *knowledge* obtained, and the type of support provided by the Community. It shall state that the author is solely responsible for the information communicated, published or disseminated and that it does not represent the opinion of the Community, and that the Community is not responsible for any use that might be made of data appearing therein.

Where the use of the European emblem is envisaged, prior approval shall be required from 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*.

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

3. Without prejudice to paragraphs 1 and 2 of this Article, the Commission, 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 those data, *knowledge* and documents becomes publicly available through work or actions lawfully performed outside this contract and not based on activities under it;
  - where those 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 and the *fellow* must check first that the party receiving this 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 10 - Contributions allocated to the *fellow***

The grant, of which the amount is set in Article 3 of the contract and is allocated exclusively for the benefit of the *fellow*, is distributed as follows:

- (a) A monthly allowance, excluding all other type of contribution. In the case of an increase in this allowance, the revised amount shall apply from the date of effect of the decision of the revision.
- (b) A fixed contribution to the mobility costs.
- (c) A contribution towards relocation costs,
- (d) An amount aimed at covering the real cost of an obligatory four month Japanese language course in Tokyo, to a maximum of 6,700 €.

## **PART D: AUDITING**

### **Article 11 - 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 *fellow*.

The verification procedure shall be deemed to be initiated on the date that the relevant letter by the Commission has been sent.

It shall be carried out on a confidential basis.

2. The Commission 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 to 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 carrying out the technical verification and the audit, the Commission shall communicate to the *fellow* the identity of the authorised representatives who are intended to perform the verification. It shall take account of objections on the part of the *fellow* in so far as they are based on *legitimate interests*.
4. The *fellow* shall provide appropriate assistance to the Commission or its authorised representatives.
5. On the basis of the findings made during the audit, a provisional report shall be drawn up. It shall be sent by the Commission to the *fellow*, who may make observations thereon within one month of receiving it.

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

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

Part E-1



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

**REQUEST FOR PAYMENT OF ADVANCE**

**Identification**

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

**Statement**

We, the undersigned, hereby declare that the fellow has started the implementation of the project, which is the subject of the contract, on the date specified above. In accordance with the provisions of the contract, the contractor annexes a copy of the agreement between the contractor and the fellow and requests payment of the advance.

<b>STAMP OF INSTITUTION</b>	
<b>PLACE AND DATE OF SIGNATURE</b>	
<b>SIGNATURE OF ADMINISTRATIVE OFFICER</b>	
<b>PLACE AND DATE OF SIGNATURE</b>	
<b>SIGNATURE OF FELLOW</b>	

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



FOR COMMISSION USE ONLY

## ACCEPTANCE OF REQUEST FOR PAYMENT OF ADVANCE

## Identification

Contract number

Date of receipt of the request

Amount to be paid (euro)

## Statement

I hereby certify that the agreement between the contractor and the fellow has been received by the Commission and is in accordance with the provisions of the contract and that the payment of the advance may be made to the contractor.

Name of Commission officer

DATE OF SIGNATURE

SIGNATURE OF COMMISSION OFFICER



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

## REQUEST FOR INTERMEDIATE PAYMENT

### Identification

<b>Research programme</b>	
<b>Contract number</b> (all 15 characters)	
<b>Name of contractor</b>	
<b>Name of fellow</b>	
<b>Amount requested (euro)</b>	

### Statement

In accordance with the provisions of the contract, the contractor annexes the intermediate scientific report and the intermediate financial report and requests the intermediate payment.

<b>STAMP OF INSTITUTION</b>		
<b>PLACE AND DATE OF SIGNATURE</b>		
<b>SIGNATURE OF ADMINISTRATIVE OFFICER</b>		
<b>PLACE AND DATE OF SIGNATURE</b>		
<b>SIGNATURE OF SCIENTIST IN CHARGE OF THE PROJECT</b>		

**ANNEXES: Intermediate scientific report signed by the fellow and the scientist in charge**  
**Intermediate financial report signed by the administrative officer and the fellow**



FOR COMMISSION USE ONLY

## ACCEPTANCE OF REQUEST FOR INTERMEDIATE PAYMENT

## Identification

Contract number

Date of receipt of the request

Amount to be paid (euro)

## Statements

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

Name of Commission officer

DATE OF SIGNATURE

SIGNATURE OF COMMISSION OFFICER



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**



FOR COMMISSION USE ONLY

## ACCEPTANCE OF REQUEST FOR FINAL PAYMENT

### Identification

<b>Contract number</b>	
<b>Date of receipt of the request</b>	
<b>Amount to be paid (euro)</b>	

### 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.

<b>Name of Commission scientific officer</b>		
<b>DATE OF SIGNATURE</b>		
<b>SIGNATURE OF COMMISSION SCIENTIFIC OFFICER</b>		

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.

<b>Name of Commission officer</b>		
<b>DATE OF SIGNATURE</b>		
<b>SIGNATURE OF COMMISSION OFFICER</b>		