



EUROPEAN COMMISSION
RESEARCH DIRECTORATE-GENERAL

MODEL CONTRACT

Cost reimbursement

for research and technological development projects

CONTRACT N° ICA4-CT-2002-10012

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 ACHILLEAS MITSOS, Director-General for RESEARCH or his duly authorised representative,

of the one part

and

- Université Catholique de Louvain (UCLSEAM) ("the coordinator"), established in Place de l'Université 1, 1348 LOUVAIN-LA-NEUVE - Belgium, represented by its legal/statutory/authorized representative(s), Mr CROCHET, Recteur.
- Institut National de la Recherche Agronomique (INRA.MO.LBE), established in Rue de l'Université 147, 75338 PARIS, Cedex 07 - France, represented by its legal/statutory/authorized representative(s), Mr GAUMÉ, Secrétaire Général du Centre INRA.
- Groupe de Recherches et d'Animations pour le Développement, l'Innovation et l'Enseignement en Technologie (GRADIENT.DGC), established in 20.529, Rue Personne de Roberval, Centre de Recherche de Royallieu, 60205 COMPIEGNE - France, represented by its legal/statutory/authorized representative(s), Mr CORDONNIER, Président.
- Polytechnic of Milan (PMIL.DIAR), established in Piazza Leonardo da Vinci 32, 20133 MILANO - Italy, represented by its legal/statutory/authorized representative(s), Mr DE MAIO, Rector.
- Società di Progettazione Elettronica e Software s.c.r.l. - SPES (SPESI), established in Via Broganelli 84, 60044 FABRIANO - Italy, represented by its legal/statutory/authorized representative(s), Mr MANCINI, President.
- Universidad Nacional Autónoma de México (UNAM.II), established in Circuito Exterior S/N Universitaria, Delegación Coyoacán, 04510 MEXICO D.F. - Mexico, represented by its legal/statutory/authorized representative(s), Mr DE LA FUENTE, Rector.
- Universidad de la República (UREPUB.FL.IIE), established in Tristan Narvaja 1674, 11200 MONTEVIDEO - Uruguay, represented by its legal/statutory/authorized representative(s), Mr GUARGA, Rector.
- IBTech S.A. de C.V. (IBTECH), established in Poseidon 7, 03940 MEXICO D.F. - Mexico, represented by its legal/statutory/authorized representative(s), Mr LOPEZ HERNANDEZ, Process Engineering Manager.

(collectively "the principal contractors"),

of the other part,

(collectively "the contracting parties")

HAVE AGREED to a project called "Efficient Operation of Urban Wastewater Treatment Plants" to be carried out in the framework of the specific research and technological development programme "Confirming the International Role of Community Research" (the "specific programme") according to the following provisions.

Article 1 – Scope

The *contractors*¹ shall carry out the work set out in Annex I to this contract up to the milestone specified in Annex I ("*the project*") in accordance with the conditions set out in this contract.

Subject to cases of *force majeure*, the *principal contractors* shall use reasonable endeavours to achieve the results aimed at by the *project* and shall carry it out jointly and severally vis-à-vis the Community. The *assistant contractors* shall use reasonable endeavours to carry out the part of the *project* specifically assigned to them.

Article 2 – Duration

1. The *duration of the project* shall be 36 months from 01/11/2002.
2. This contract shall enter into force following its signature by all the *contracting parties*.

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(1), first subparagraph, points (a), (d), (e) and (f), Article 2(2) (c), (d), (h) and (j), Article 3(4) and (5), Article 4(5), Article 6, Articles 9 to 21 and Articles 25, 26 and 28 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 - Estimated costs and maximum financial contribution of the Community

1. The total estimated *eligible costs* of the *project* are EUR 2,247,404 (two million two hundred and forty-seven thousand four hundred and four euros).
2. The Community shall fund the *eligible costs* of the *project* in accordance with the table of the indicative breakdown of the estimated *eligible costs* which follows the signatures to this contract up to a maximum of EUR 1,573,666 (one million five hundred and seventy-three thousand six hundred and sixty-six euros).

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

3. The Community's financial contribution to the *project* shall be paid as specified in Article 3 of Annex II to this contract to the *coordinator's* following bank account:

DEXIA BANK SA
091001572843
SUTTE P. 2 - 3: 44, BOULEVARD PACHE
BRUSSELS
Belgium

The initial advance for the *project* is fixed at EUR 629,464 (six hundred and twenty-nine thousand four hundred and sixty-four euros). It is distributed among the *contractors* in accordance with the indications laid down in the table of the indicative breakdown of the estimated *eligible costs*.

The total amount of the initial advance and the periodic payments shall not exceed the maximum amount of the Community's financial contribution referred to in paragraph 2 of this Article, less a guarantee retention. The guarantee retention shall be 15% of the maximum amount of that contribution.

Article 4 – Project deliverables and summary statements of amounts transferred by the coordinator to be submitted to the Commission

1. Three copies of the reports and of the cost statements required under this contract shall be submitted by the *coordinator* in accordance with Article 4 of Annex II to this contract. The reports shall be in ENGLISH.

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

2. The periodic and final reports, the corresponding cost statements, including each integrated cost statement, as well as each summary statement of amounts transferred to the *contractors* by the *coordinator* shall cover successive periods of 12 months from the *project commencement date*.

Where the work is completed before the end of the *duration of the project*, the final report(s) and the corresponding cost statements, including the integrated cost statement, as well as the summary statement of amounts transferred to the *contractors* by the *coordinator* shall cover the period ending on such date.

However, and without prejudice to the first or second subparagraphs of this paragraph, the last cost statement of the *coordinator* and integrated cost statement shall also cover the period necessary for the drafting of the final report(s) within the maximum time limit of two months as of the end of the *duration of the project*.

The other *project deliverables*, except the *technological implementation plan*, shall cover the periods set out in Annex I to this contract.

The *technological implementation plan* shall cover the results of work performed within the *duration of the project* or until the work is completed if such completion occurs at an earlier date.

Article 5 - Applicable law and jurisdiction

1. The law of Belgium 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 *contractors*, on the other hand, as regards the validity, the application or any interpretation of this contract.

Article 6 - Special conditions

The following special conditions apply to this contract:

- (a) For the purpose of this contract, Associated States are Bulgaria, the Czech Republic, the Republic of Cyprus, Estonia, Hungary, Iceland, Israel, Latvia, Liechtenstein, Lithuania, Malta, Norway, Poland, Romania, Slovakia, Slovenia and Switzerland.
- (b) The following provisions shall apply to *contractors* from Mediterranean countries, new independent States, non-associated Central and Eastern European countries and developing countries:

Article 4(2) point (a) of Annex II to this contract shall be replaced by the following:

"Cost statements shall be expressed in euro and in the national currency used in the accounting system of the *contractor*. The euro conversion and exchange rates for cost statements and related payments shall be the rates published by the Commission in force on the day of recording the invoice or any other document supporting the cost item in the *contractor's* accounts. No account shall be taken of exchange rate gains or losses between the time of establishment of the cost statement and the receipt of the corresponding payment.

Notwithstanding Article 23(2) of Annex II to this contract, *contractors* may charge costs relating to purchases of durable equipment by or for the same *contractors* without taking account of the depreciation period, provided the equipment remains on their premises throughout the *duration of the project* and after completion of the project."

- (c) The costs of protection of the *knowledge* and of measures to demonstrate the potential for *exploitation* of the *knowledge* shall also exclude the costs of creating and marketing a product and process and the costs of creating and providing a service.
- (d) Where the eligible costs of the project are lower than the total estimated eligible costs of the project, the financial contribution from the Community shall be limited to the sum calculated by application of the rates of financial participation set in the table of indicative breakdown of the estimated eligible costs which follows the signatures 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 representatives of the *contracting parties*. 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 work

Annex II - General 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 this contract shall take precedence over any other provisions.

Article 9 - Signature and language of the contract

Two copies of the contract in ENGLISH shall be signed by the *contracting parties* and only that language version shall be authentic.

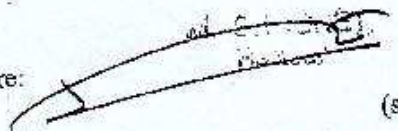
Done at Brussels,

On behalf of Université Catholique de Louvain (UCL SEAM):

Name: (written out in full)

Title:

Signature:



(stamp of the organisation)

25/03/02

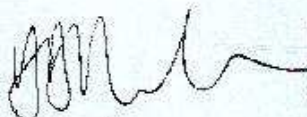
Prof. D. Docteur
Docteur

On behalf of the Commission:

Name: (written out in full)

Title:

Signature:



H. RICHARDSON
Deputy Director General

Date: 26.11.2002

