



EUROPEAN COMMISSION
DIRECTORATE GENERAL RESEARCH

ORIGINAL

MODEL CONTRACT
Research Training Networks

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CONTRACT N° HPRN-CT-2002-00287

The European Community ("the Community"), represented by the Commission of the European Communities ("the Commission"), itself represented for the signature of this contract by Mr MITSOS ACHILLEAS, Director-General for Research or his duly authorised representative,

of the one part

and

Universitaet Bielefeld (UBIE.FM) ("the coordinator"), established in Universitätsstraße 25, 33501, BIELEFELD, Germany, represented by its legal/statutory/authorised representative, Mr. HUELSMANN Heinz, Financial Officer,

(hereinafter "*the principal contractor*"),

of the other part,

(collectively "*the contracting parties*")

HAVE AGREED to a *project* called "Algebraic K-Theory, Linear Algebraic Groups and Related Structures" consisting in a "research training network" to be carried out in the framework of the specific research and technological development programme/specific research and training programme "Improving the Human Research Potential and the Socio-Economic Knowledge Base" (the "specific programme") according to the following provisions.

ORIGINAL

Article 1 – Scope

The *principal contractor*¹ shall carry out the work set out in Annex I to this contract ("*the project*") in accordance with the conditions set out in this contract.

Subject to cases of *force majeure*, the *principal contractor* shall use reasonable endeavours to achieve the results aimed at by the *project*.

Without prejudice to the first paragraph, the *principal contractor* shall entrust the performance of part of the work set out in Annex I to *members* listed in this Annex in accordance with the conditions of Article 5 of Annex II and the *membership agreement*. *Members* shall use reasonable endeavours to carry out the part of the *project* specifically assigned to them.

The *principal contractor* shall be technically and financially responsible for his *members* in accordance with the terms and conditions set out in Articles 5, 22 and 23 of Annex II to this contract. The principal contractor and the members ("the Participants") are jointly and severally responsible for the performance of the project under the membership agreement (Part F) of this contract.

Article 2 – Duration

1. The *duration of the project* shall be 48 months from the first day of the month after the last signature of the *contracting parties*.
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) points a), e), f) and g), Article 2 (2) point (c), Article 3(4) and (5), Article 4(5), Article 7, Articles 10 to 16, Articles 21, 22 and 23 of Annex II to this contract.

shall continue to apply after that date subject 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 1499938 (one million four hundred and ninety nine thousand nine hundred and thirty eight euro).
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 affixed to this contract up to a maximum of EUR 1355785 (one million three hundred and fifty five thousand seven hundred and eighty five euro).

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

ORIGINAL

Where the eligible costs of the project are lower than the total estimated eligible costs for the project, the Community's financial contribution shall be limited to the amount which results from the application of the percentages of the financial participation as laid down in the indicative breakdown of estimated eligible costs which follows the signatures 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 *principal contractor's* bank account:

Account Number: WELADE 3B 61036 051812464528211
Bank Name: Westdeutsche Landesbank
Bank Address: Niedernwall 26 33602 Bielefeld GERMANY

The initial advance for the *project* is fixed at EUR 406736 (four hundred and six thousand seven hundred and thirty six euro). It is distributed among the *participants* in proportion to the Community's total contribution for each *participant* as 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 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 principal contractor to be submitted to the Commission

1. Two copies of the reports and of the cost statements required under this contract shall be submitted by the *principal contractor* in accordance with Article 4 of Annex II to this contract. The reports shall be in English.

The other *project deliverables* shall be submitted in accordance with the conditions specified in Annex I to this contract.

2. The periodic and final report, the corresponding cost statements, including each integrated cost statement, as well as each summary statement of amounts transferred to the *members* by the *principal contractor* 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 and the corresponding cost statements, including the integrated cost statement, as well as the summary statement of amounts transferred to the *members* by the *principal contractor* shall cover the period ending on that date.

The other *project deliverables* shall cover the periods set out in Annex I to this contract.

ORIGINAL

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 *principal contractor*, 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) On the date of signature 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 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.
- (c) To be added to Article 6 of Annex II of the contract: The *contractors* shall bear sole responsibility for assessing that the use of acronyms within the framework of this contract, including but not limited to the acronyms of the project, does not infringe existing trademarks, registered patents and other similar rights.

Article 7 - Amendments

This contract, including the Annexes thereto, may be amended only by written agreement 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

ORIGINAL**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.

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Done at Brussels/Luxembourg,

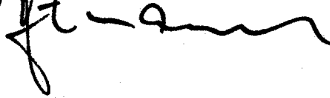
On behalf of Universitaet Bielefeld (UBIE.FM):


Universität Bielefeld
Rektorat Der Kanzler

9 AUG. 2002

Name: (written out in full) **Hölemann**
Title: Administrative Officer

project coordinator

Signature: 

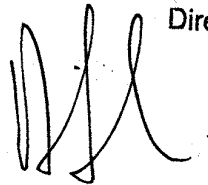

Prof.Dr. Ulf Rehmann

(stamp of the organisation)

On behalf of the Commission:

R. LIBERALI
Director

Name: (written out in full)
Title:





Signature:

Date: 9/9/02

ORIGINAL

Table – Indicative breakdown of estimated eligible costs

Participants	Estimated costs in euro ²	Rate of financial participation	Maximum Community contribution in euro	Distribution of estimated eligible costs by category		
				Personnel ³	Networking ⁴	Overheads ⁵
Principal contractor Universitaet Bielefeld (UBIE.FM)	207682	100 %	207682	158400	14506	34776
Member(s) Universitaet Regensburg (UREG.IM)	156209	100 %	156209	118800	11377	26032
Member(s) Université de Franche-Comté (UBEO.EMB)	233100	100 %	233100	158300	36546	38254
Member(s) Université de Paris VII Denis Diderot (UPAR7.IM)	154847	100 %	154847	105909	22550	26388
Member(s) Université Catholique de Louvain (UCL.MATH)	177989	100 %	177989	130646	17678	29665
Member(s) Università degli Studi di Genova (UGOA.DM)	129502	100 %	129502	91000	16919	21583
Member(s) University of Edinburgh (UEDIN.DM)	75066	100 %	75066	48320	14235	12511
Member(s) National University of Ireland, Dublin (NUID.MATH)	68164	100 %	68164	45505	11299	11360
Member(s) Ecole Polytechnique Federale de Lausanne (EPFL.DMAT)	144153	0 %	0	131195	12958	0
Member(s) Bar Ilan University (UBAR.MS)	123226	100 %	123226	80550	22139	20537
Member(s) Institute of Mathematics - Belarus Academy of Sciences (IMBY.ALG)	10000	100 %	10000	0	8400	1600

² This is the sum of personnel costs, costs linked to networking and overhead costs

³ See Article 18 of Annex II

⁴ This heading covers the cost categories indicated in Article 19 of Annex II

⁵ See Article 20 of Annex II

ORIGINAL

Member(s) A. Razmadze Mathematical Institute (ARMI,AD)	10000	100 %	10000	0	8400	1600
Member(s) Steklov Mathematical Institute - Russian Academy of Sciences (RASMILLA)	10000	100 %	10000	0	8400	1600
TOTAL	1499938		1355785	1068625	205407	225906

HPRN-CT-2002-00287