

COMMISSION OF THE EUROPEAN COMMUNITIES
RESEARCH DIRECTORATE-GENERAL

Structuring the ERA

ORIGINAL

MARIE CURIE RESEARCH TRAINING NETWORKS

EVAN

European Virtual Anthropology Network

Contract Number MRTN-CT-2005 - 019564

CONTRACT No MRTN-CT-2005 - 019564
MARIE CURIE RESEARCH TRAINING NETWORKS

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

of the **one part**,

and Universität Wien, established in Dr.-Karl-Lueger-Ring 1, Wien, AT-1010, Austria, represented by Georg Winckler, Rektor, or his authorised representative the *contractor* acting as *coordinator* of the *consortium*,

(the "*coordinator*") and the other *contractors* identified in Article 1.2 below,

of the **other part**

HAVE AGREED to the following terms and conditions established in this contract and its annexes (the "*contract*").

ORIGINAL

Article 1 - Scope

1. The *Community* agrees to grant a financial contribution for the implementation of a *project* called *European Virtual Anthropology Network* within the framework of the specific research and technological development programme "Structuring the ERA" (the "specific programme").

2. The *consortium* is composed of the *contractor* acting as *coordinator* and the following legal entities, who shall accede to the *contract* in accordance with the procedure referred to in Article 2, as *contractors* assuming the rights and obligations established by the *contract* with effect from the date on which it enters into force:

- **Medizinische Universität Innsbruck**, established in Christoph-Probst-Platz 1, Innsbruck, AT-6020, Austria represented by Hans Grunicke, Rektor, or his authorised representative ("*contractor*")
- **University of York**, established in Heslington, York, GB-YO10 5DD, United Kingdom represented by Scott Shurtleff, Research Support Office Manager, or his authorised representative ("*contractor*")
- **Consejo Superior de Investigaciones Científicas**, established in Calle Serrano 117, Madrid, IT-28006, Spain represented by Carlos Martinez-A., President, or his authorised representative ("*contractor*")
- **Université Bordeaux 1**, established in 351 Cours de la Libération, Talence, Cedex, FR-33405, France represented by Francis Hardouin, Président, or his authorised representative ("*contractor*")
- **Senckenbergische Naturforschende Gesellschaft**, established in Senckenberganlage 25, Frankfurt-am-Main, DE-60325, Germany represented by Friedrich Franz Steininger, Director, or his authorised representative ("*contractor*")
- **dHAL Software**, established in 6 Menandrou Street, Kifissia, GR-14 561, Greece represented by Aikaterini Karagianni, Director, or her authorised representative ("*contractor*")
- **Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V.**, established in Hofgartenstrasse 8, München, PO Box 101062, DE-80539, Germany represented by Michael Tomasello, Director, or his authorised representative ("*contractor*")

- **z-werkzeugbau-gmbh**, established in Höchsterstraße 8, Dornbirn, AT-6850, Austria represented by Hermann Eberle, Managing Director, or his authorised representative ("*contractor*")
- **Breuckmann GMBH**, established in Torenstrasse 14, Meersburg, DE-88709, Germany represented by Bernd Breuckmann, President, or his authorised representative ("*contractor*")
- **Gruner + Jahr AG & Co KG**, established in Am Baumwall 11, Hamburg, DE-20459, Germany represented by Martin Soppe, Prokurist, or his authorised representative ("*contractor*")
- **Cybula Ltd.**, established in IT Centre, Innovation Way, University of York Science Park, York, GB-Y010 5DG, United Kingdom represented by James Austin, CEO, or his authorised representative ("*contractor*")
- **Commissariat à l'Energie Atomique - CEA**, established in 31-33, rue de la Fédération, Paris, Cedex 15, FR-75752, France represented by Jacques Ramette, Chef de Département, or his authorised representative ("*contractor*")
- **Stiftung Neanderthal Museum**, established in Talstrasse 300, Mettmann, DE-40822, Germany represented by Gerd-Christian Weniger, Director, or his authorised representative ("*contractor*")
- **University of Hull**, established in Cottingham Road, Hull, GB-HU6 7RX, United Kingdom represented by Jonathan Carr, Research Grants and Contracts Manager, or his authorised representative ("*contractor*")

(hereinafter referred to as the "*contractors*").

3. The *consortium* 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*.

4. The *consortium* shall make appropriate arrangements for its internal operation and management which may include any intellectual property provisions. To this end, a *consortium agreement* may be established, which will cover any other additional aspects necessary for the *consortium* management and the implementation of the *project*.

Article 2 - Constitution of the *consortium*

1. The *coordinator* shall ensure that the legal entities identified in Article 1.2 complete the formalities for them to accede to the *contract*. At the latest 60 calendar days after the entry into force of the *contract*, the *coordinator* shall send to the *Commission* one of the three duly completed and signed originals of Form A (set out in Annex IV), which shall be obtained from each of the *contractors* identified in Article 1.2. The two remaining signed originals shall be kept by the *coordinator* and the *contractor* concerned and be made available for consultation at the request of any other *contractor*.

2. Should any legal entity identified in Article 1.2 fail or refuse to accede to the *contract* within the deadline established in the previous paragraph, the *Commission* is no longer bound by its offer to contract with the said legal entity(ies). The *Commission* may terminate the *contract* in accordance with Article II.15.5, where any legal entity identified in Article 1.2 does not accede to the *contract* in accordance with the provisions established by the *Commission*.

3. However, the *consortium* may propose appropriate solutions to the *Commission* to ensure the implementation of the *project* including, where necessary, the accession to the *contract* of legal entities other than those identified in Article 1.2 in accordance with the provisions in Article 3.

4. In the case of termination, no costs incurred by the *consortium* under the *project* up to the date of *contract* termination can be approved or accepted as eligible for reimbursement by the *Community* financial contribution. Any *pre-financing* provided to the *consortium* and any interest generated by the *pre-financing* must be returned in full to the *Commission* within 30 days of notification of termination.

Article 3 - Evolution of the *consortium*

The *consortium* may be enlarged to include other legal entities, which shall accede to the *contract* by means of Form B (set out in Annex V). The *Commission* is deemed to have accepted this legal entity as a *contractor* in the *consortium*, if it does not object within six weeks of receipt of Form B. Any new *contractor* shall comply with the participation rules established by the *Rules for Participation*. This is subject to any condition required by the *Financial Regulation* or other formalities that may be required by any other provision of this *contract*.

They shall assume the rights and obligations of *contractors* as established by the *contract* with effect from the date of their accession to the *contract*. *Contractors* leaving the *consortium* shall be bound by the provisions of the *contract* regarding the terms and conditions applicable to the termination of their participation.

Article 4 - Entry into force of the *contract* and duration of *project*

1. This *contract* shall enter into force on the day of its signature by the *coordinator* and the *Commission*.

2. The duration of the *project* shall be 48 months from 1st January 2006 (hereinafter referred to as the "*start date*").

This *contract* shall be completed once the rights and obligations of all the parties to the *contract* have been met. The implementation and payment phases relating to the *project* must be completed by the *final implementation date* of the *contract*.

The provisions set out in Articles II.7, II.9, II.10, II.11, II.26, II.27, II.28 and Part C of Annex II shall continue to apply after the *final implementation date* as well as any provisions in Annex III which specifically state that they shall continue to apply after the *final implementation date*.

Article 5 - *Community* financial contribution

The *Community* financial contribution shall be in the form of a grant to the budget.

The maximum *Community* contribution to the *project* shall be 3,297,626.00 EUR (three million two hundred and ninety seven thousand six hundred and twenty six Euro and zero Cents). The *Community* financial contribution shall be limited to the maximum rates of contribution to the activities identified in Part B of Annex II, as modified by any provision of Annex III. Annex I indicates the estimated breakdown of costs and activities to be carried out under the *project*.

Article 6 - Reporting periods

The *project* is divided into reporting periods of the following duration:

- P1: from month 1 to month 12
- P2: from month 13 to month 24
- P3: from month 25 to month 36
- P4: from month 37 to the last month of the *project*.

Article 7 - Reports

1. Reports referred to in Article II.7.2 shall be submitted for each reporting period identified in Article 6 within 45 days of the end of the period in question. Reports shall be submitted in English.

2. Reports referred to in Article II.7.3 covering each period shall be submitted at the latest 45 days

after the end of each reporting period.

3. In addition to the reports for the last period, final activity and financial reports referred to in Article II. 7.4 (except for the report referred to in Article II.7.4.d)) shall be submitted to the *Commission* at the latest 45 days after the end of the *project*. This delay may be increased by 45 days at the request of the *consortium*. Where the work is completed before the end of the duration of the *project*, the related activity and financial reports shall cover the period up to that date.

Article 8 - Payment modalities

1. The *Community* financial contribution to the *project* shall be paid to the *coordinator* on behalf of the *contractors* in accordance with the following provisions:

a) the *consortium* shall determine the allocation of each tranche of the *Community* financial contribution between the *contractors*, in accordance with this *contract* and any relevant provisions in their *consortium agreement*.

b) the payment of the *Community* financial contribution to the *coordinator* discharges the *Commission* from its obligation to make this payment to the *contractors*.

c) the *coordinator* shall distribute the *Community* financial contribution without unjustified delay. However, the initial *pre-financing* shall not be distributed to the *contractors* until the minimum number of *contractors* required by the *Rules for Participation* have acceded to the *contract*.

2. The *Community* financial contribution shall be paid in accordance with the provisions of Article II.25 and the following:

(a) amount of 972,103.00 Euro (nine hundred and seventy two thousand one hundred and three Euro and zero Cents) *pre-financing* equal to 80.00% of the estimated *Community* financial contribution corresponding to the first reporting period and the first six months of the subsequent reporting period indicated in the table of estimated breakdown of costs for this period in Annex I, within 45 days following the date of entry into force of the *contract*.

(b) within 45 days following approval by the *Commission* of the reports related to each reporting period:

i) a payment which settles the amounts justified and accepted during the reporting period (the part of the *pre-financing* covering these amounts is re-qualified as a payment). Where the amount justified and accepted for the reporting period is more than the *pre-financing* already paid to the *consortium*, the *Commission* shall add the difference as a complimentary payment at the time of the subsequent *pre-financing*.

ii) *pre-financing* of 80.00% of the estimated *Community* financial contribution corresponding to the subsequent period and the first six months of the period following, indicated in the table of estimated breakdown of costs for this period in Annex I. Where the amount justified and accepted for the previous reporting period is less than the *pre-financing* already paid to the *consortium*, the *Commission* shall deduct the difference from the subsequent *pre-financing*.

(c) within 45 days following approval by the *Commission* of the reports relating to the last period and the final reports referred to in Article II.7, the *Commission* shall pay a final payment for that period.

(d) Any payment at the end of a reporting period accompanied by an audit certificate shall be considered as final, subject to the results of any audit or review, which may be carried out pursuant to the provisions of Article II. 26.

Total *pre-financing* may not exceed 80% of the *Community* financial contribution or, where final payments referred to in paragraph (d) have been effected, of the difference between the *Community* financial contribution and those final payments.

(e) Where no comments, changes or substantial corrections to any of the *project* activity reports or financial statements are required or where the *Commission* approves the reports more than 45 days after reception, the *Commission* shall make the appropriate payment within 90 days of receipt of the *project* activity reports and associated financial statements.

Where substantial comments, changes, further information or adjustments are requested by the *Commission* within this period, the delay is suspended upon notification by the *Commission*. The remainder of the 90 day payment period begins again only after submission by the *contractors* of the required information.

Article 9 - Special clauses

The following special conditions apply to this *contract*:

1. 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 6.99% of the Community financial contribution.

2. 1) The contractor Université Bordeaux I represents also the following member(s) of "JRU 5199 – De la Préhistoire à l'Actuel : Culture, Environnement et Anthropologie (PACEA)" (referred to in this special clause as "member(s)") : CNRS - Délégation Aquitaine-Limousin. (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 Part 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 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 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.

Article 10 - Amendments

Any request for amendment to the *contract* shall be submitted in accordance with Article 11. Proposals for amendments submitted by the *coordinator* are requested on behalf of the *consortium*. The *coordinator* shall ensure that adequate proof of the *consortium's* agreement to such a request exists and is made available in the event of an audit.

The *Commission* shall undertake to approve or reject any request for an amendment within 45 days of its receipt. The absence of a response from the *Commission* within 45 days of receipt of such a request, or any other period provided for in the *contract*, does not constitute approval of the request, except for any modification or evolution of the *consortium* as foreseen in Article 3.

All amendments to the *contract* shall be in writing.

Article 11 - Communication

1. Requests for amendments and any communication foreseen by the *contract* shall identify the nature and details of the request or communication and be submitted in writing by means of registered mail with acknowledgement of receipt to the following addresses:

For the *Commission*: Commission of the European Communities
Research Directorate-General
D3
B-1049 Brussels, Belgium

For the *coordinator*: Universität Wien
Department für Anthropologie
Althanstr. 14,
Wien, A-1090, Austria

Where substantial comments, changes, further information or adjustments are requested by the *Commission* within this period, the delay is suspended upon notification by the *Commission*. The remainder of the 90 day payment period begins again only after submission by the *contractors* of the required information.

Article 9 - Special clauses

The following special conditions apply to this *contract*:

1. 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 6.99% of the Community financial contribution.

2. 1) The contractor Université Bordeaux I represents also the following member(s) of "JRU 5199 – De la Préhistoire à l'Actuel : Culture, Environnement et Anthropologie (PACEA)" (referred to in this special clause as "member(s)") : CNRS - Délégation Aquitaine-Limousin. (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 Part 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 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 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.

Article 10 - Amendments

Any request for amendment to the *contract* shall be submitted in accordance with Article 11. Proposals for amendments submitted by the *coordinator* are requested on behalf of the *consortium*. The *coordinator* shall ensure that adequate proof of the *consortium's* agreement to such a request exists and is made available in the event of an audit.

The *Commission* shall undertake to approve or reject any request for an amendment within 45 days of its receipt. The absence of a response from the *Commission* within 45 days of receipt of such a request, or any other period provided for in the *contract*, does not constitute approval of the request, except for any modification or evolution of the *consortium* as foreseen in Article 3.

All amendments to the *contract* shall be in writing.

Article 11 - Communication

1. Requests for amendments and any communication foreseen by the *contract* shall identify the nature and details of the request or communication and be submitted in writing by means of registered mail with acknowledgement of receipt to the following addresses:

For the *Commission*: Commission of the European Communities
Research Directorate-General
D3
B-1049 Brussels, Belgium

For the *coordinator*: Universität Wien
Department für Anthropologie
Althanstr. 14,
Wien, A-1090, Austria

2. Where the *contract* foresees that information or documents are to be transferred by electronic means, the following functional mailboxes shall be used:

For the *Commission*: frank.marx@cec.eu.int

For the *coordinator*: gerhard.weber@univie.ac.at

3. The bank account of the *coordinator* to which all payments of the *Community* financial contribution shall be made is:

Name of Account holder: Universität Wien

Name of the bank: Bank Austria Creditanstalt AG

IBAN: AT741100000290620400

4. Each party to the *contract* shall inform the other parties without delay of any changes in the names or addresses identified in paragraphs 1 and 2 above.

Article 12 - Applicable law

The law of Belgium shall govern this *contract*.

ORIGINAL

Article 13 - Jurisdiction

The Court of First Instance or the Court of Justice of the European Communities, as is appropriate in the specific case, shall have sole jurisdiction to hear any disputes between the *Community* and the *contractors* as regards the validity, the application or any interpretation of this *contract*.

Article 14 - Annexes forming an integral part of this contract:

1. The following annexes form an integral part of this *contract*:

Annex I - Description of work

Annex II - General Conditions

Annex III - Specific provisions related to MARIE CURIE RESEARCH TRAINING NETWORKS

Annex IV - Form A - consent of *contractors* to accede to the *contract*

Annex V - Form B - accession of new legal entities to the *contract*

Annex VI - Form C - financial statement per instrument

2. In the event of any conflict between the provisions of the Annexes to this *contract* and any provision of this part of the *contract*, the latter shall take precedence. The provisions of Annex III shall take precedence over the provisions of Annex II, and both shall take precedence over the provisions of Annex I.

3. The special conditions set out in Article 9 shall take precedence over any other provisions of this *contract*.

Done at Brussels , in English

For the *coordinator*

Georg WINCKLER
Name

Rektor
Function

Georg Winckler
Signature
(stamp or seal of the organisation)



7 October 2005
Date

For the Commission

R. LIBERALI
Director

.....
Name

.....
Function

RL
Signature

18/10/05
Date

