The Federal Public Planning Service – Science Policy

**Interuniversity attraction poles**

**Phase VII**

IAP contract No. P7/

In accordance with the decision of the Council of Ministers of 22 June 2011 relating to the Interuniversity attraction poles, the following has been agreed:

BETWEEN

the Belgian State, represented by the Minister of Science Policy,

hereinafter referred to as "the State",

on the one hand,

AND

Hereinafter referred to as "the Institutions",

on the other,

**Article 1 – Object**

With a view to developing cooperation between research teams working in the same or related research areas, the State hereby grants financial aid for the setting up of an interuniversity network of excellence for basic research, also known as an interuniversity attraction pole in the following domain:

***.................................***

Research activities carried out in this context, hereinafter referred to as "the project", are detailed in Annex I to the present contract. This research will be carried out by the following promoters:

- , coordinator

- , international partners

When a network promoter is unable to continue his/her activities (retirement, illness, death, etc.), that person's institution shall appoint a new promoter and inform the State by letter sent to the President of the Belgian Federal Science Policy Office, hereinafter referred to as "the Service".

**Article 2 – Term of contract**

The contract shall enter into force on 1 April 2012 (or 1 October 2012) and shall end on 31 March 2017 (or 30 September 2017).

**Article 3 – General conditions**

3.1. Within the framework of their own institution, promoters shall be responsible for the daily management of the project and shall bear scientific responsibility for it. They shall ensure that the activities are carried out with due diligence and continuity. They shall ensure that all information and documents relating to the execution of the present contract are submitted to the State in the appropriate form and in due time.

3.2. The Institutions shall make their infra­structure, material and competent staff available for research purposes as defined under Article 1.

3.3. As financing has been granted solely for the completion of the research activities defined under Article 1, the Institutions shall use this money for this purpose only. If the use of this financial aid should no longer be in conformity with this obligation, this financing or, depending on the circumstances that part of the financing which cannot be duly justified by the beneficiaries must be reimbursed to the Treasury.

**Article 4 – Follow-up and evaluation of the project**

4.1. The President appoints the member(s) of his Service, hereinafter referred to as "the Programme Administrator, to ensure the smooth running of the project and of the contract.

4.2. Without prejudice to the inspections laid down by the regulations relating to the State accounting, the Institutions shall accept any administrative, technical and scientific inspections required to verify the proper execution of the project, the smooth running of the network and the use made of the financial aid granted. These inspections shall be carried out on the request of the Service.

4.3. Without prejudice to the submission of reports as stipulated in Article 8, the Institutions undertake to submit any document detailing the project and the work in progress of the network to the Programme Administrator, any time this is requested. The terms of the presentation and the submission of these documents shall be determined by the Programme Administrator.

4.4. On every request, the Institutions shall be required to submit a progress report, a summary of expenses incurred or expected, extracts of the accounts relating to any operation connected to the project and a detailed summary of measures taken to ensure the proper execution of the project and more specifically the smooth running of the network.

4.5. The Programme Administrator shall have access to locations where the activities are carried out. He is entitled to verify the allocation of the staff engaged to carry out the project, the nature of assignments being done by the appointed staff, the status of the research activities, the organisation of the network and the use of the equipment financed by the project.

4.6. The Service may have an audit carried out to check the accounts presented by the Institutions for every request for reimbursement of expenses relating to the execution of the project.

4.7. The Service reserves the right to have an external evaluation carried out at any moment of the results of the project and the terms of cooperation based on the objectives laid down in Article 1. The Institutions are obliged to submit any information needed to this effect to the Programme Administrator. For this evaluation, the Service shall be allowed to be assisted by experts of its choice.

**Article 5 – Organisation of the network**

5.1. The project is a coherent set of tasks carried out by research teams which are part of a multidisciplinary thematic network. The success of the project requires close collaboration between the promoters mentioned in Article 1. The promoters undertake to do everything possible to reach the objectives of the network and of the project.

5.2. The Coordinator indicated in Article 1 is the spokesperson in dealings with the State. Without prejudice to all the rights and duties linking the promoters to the State, the coordinator shall be responsible for the following: (1) coordinating all research activities to be realised in the context of the project and ensuring the smooth running of the network including efficient circulation of information between the promoters; (2) organising at least one meeting per year between the network partners and the Programme Administrator; (3) coordinating the writing of scientific and administrative reports foreseen in article 8 and sending them to the Programme Administrator; (4) informing the Programme Administrator of any difficulties which may stand in the way of successful cooperation and, if necessary, proposing practical measures to remedy the situation; (5) ensuring that a website for the network is created and kept up-to-date.

5.3. It is the responsibility of the network promoters to inform their partners, either on their own initiative or on request, of any information they have obtained during the execution of their tasks assigned to them as far as this information is needed by the promoters or one of the network promoters for the due execution of the research activities.

5.4. The terms of cooperation with the international partner are set out in Annex II to the present contract. The aim of the international partnership is to strengthen international scientific collaboration and Belgian expertise. Each international partnership shall be managed by a promoter appointed by the network. This person shall be an intermediary between the international partner concerned and the whole network. He ensures the follow-up of the tasks processed by the international partner, he shall send it all the information needed to carry out the project and shall report on the progress of his work to the other network partners.

**Article 6 – Budget**

6.1. The amount of financing granted is .....

This financing shall not constitute a right or automatic attribution of credits, but shall define the maximum possible amount for the planning of expenses for completion of the project.

6.2. The amount mentioned in Article 6.1 shall be divided up between the Institutions as follows:

***.................................***

6.3. The Institutions shall keep detailed accounts of the use made of the financial aid. These accounts should indicate separately personnel costs, operating costs, cost of equipment, cost of sub-contracting, general costs or overheads and costs linked to the international partnership. The amounts of each of these categories are specified in Annex I.

6.4. Personnel costs, which should cover at least 60% of the total financing granted to each promoter, includes gross indexed remunerations, employer’s social security contributions, statutory insurance costs as well as any other compensation or allocation legally due in addition to the salary and the costs for tax-exempted PhD and postdoctoral scholarships. A tax-exempted scholarship is one that fiscal legislation has designated as being exempted from tax. The amount allocated for PhD and postdoc scholarships may not exceed 60% of total personnel costs. Promoters who are granted total financing of less than 600.000 euros may, however, exceed this 60% limit.

6.5. Operating fees shall be covered in part by a fixed amount limited to a maximum of 15% of the total amount of the financing attributed to each promoter.

In addition to the fixed amount for operating expenses, the Institution may request the reimbursement of any operating expenses that can be clearly connected with the activities carried out as part of the IAP network, where the cost\* is greater than 500 Euros including VAT and the expenses cannot be classified under one of the following expense items:

* Purchases of office supplies (including computer equipment);
* Expenses for photocopies, documentation, mailing of letters or packages, telecommunications (telephone, cell phone, internet) and various insurance policies;
* Expenses for travel and lodging in Belgium and abroad;
* Bills for restaurants, catering and the purchase of food

(except as part of the organisation of interuniversity IAP events, such as workshops);

* Internal invoices from a centralised service of the Institution

(bursar's office, general warehouses, ...) for the purchase of goods.

\* *Cost shall be defined as the amount of the accounting item such as an invoice from a supplier, an internal invoice for services provided by another entity of the Institution, … etc.*

6.6. Equipment expenses shall cover the purchase and installation of scientific and technical machines and instruments, including computer and office equipment, the unit cost of which is greater than 500 Euros including VAT.

6.7. Subcontracting expenses are expenses incurred by a third party for the execution of tasks or the supply of services requiring special scientific or technical skills that are not included among the normal skills of the research units directed by the promoters. The tasks or services concerned by subcontracting are described in annex I to the contract. Expenses for subcontracting shall be limited to 25% of the total budget of the promoter in question. All requests for subcontracting must be approved by the Programme Administrator.

The rules governing subcontracting work shall be those in force for the project. The Institution shall be responsible for ensuring that those rules are compatible with the applicable rules and practice of the subcontractor, including with respect to the ownership and valorization of research results, publications and communications.

6.8. General costs of the Institutions (overheads) cover fixed costs for administration, maintenance, heating, lighting, electricity, rents and depreciation of equipment or insurance. This amount should not exceed 5% of the overall accepted operating and personnel costs.

6.9. The collaboration with the international partner shall take place through co-financing. The international partnership shall be 50% funded by the State and 50% funded by the international partner. The budget granted by the State shall be managed by the Belgian promoter's Institution and shall be subject to compliance with the rules defined in annex II to this contract. The portion funded by the State shall only cover the staff and operating expenses of the international partner. Expenses such as general expenses, equipment expenses or subcontracting expenses shall not be covered.

6.10. The budget credits shall remain available throughout the duration of the contract. Credits may only be transferred from one expense category to another with the written authorisation of the Programme Administrator.

**Article 7 – Payment of funding**

7.1. The financial arrangement laid down in Article 6.1 of the present contract shall be paid in seven annual instalments (2012 to 2018).

7.2. The 2012 instalment shall be paid during the second half of 2012, after the contract has been signed. The amount of that instalment shall be calculated based on the available credits in the 2012 IAP budget heading. As an indication, this instalment should amount to around 5% of the financing.

7.3. The 2013 to 2016 instalments shall be paid during the respective years, after proof of the expenditure incurred during the previous calendar year. The amounts of the instalments shall be calculated based on the annual IAP programme budget headings as recorded in the State's budget. As an indication, each of these instalments should amount to around 20% of the financing.

7.4. The 2017 instalment shall be paid in 2017 after proof of the expenditure incurred in 2016. The amount of this instalment shall be equal to the balance due as of 31 December 2016, meaning the difference between the amount of the expenses with proof of expenditure on 31 December 2016 and the financing already received.

7.5. The 2018 instalment shall be paid in 2018, after receipt and notified approval by the Programme Administrator of the report described in article 8.4 and after proof of the expenditure incurred under this contract in 2017, provided that the proofs of expenditure are supplied to the Service by 31 March 2018 at the latest. The amount of this instalment shall be equal to the balance remaining due, meaning the difference between the amount of the expenses with proof of expenditure and the financing already received. If applicable, the amount of financing received for there is no proof of the expenditure incurred shall be returned to the Treasury.

7.6. By no later than the end of each calendar half year, each Institution shall send to the President of the Service a summary statement of expenditure during the previous half year. The items of proof, such as invoices, salary statements and wage slips, etc. shall be attached to the summary statement of expenditure supplied to the Service. These expense slips must concern expenses as described in articles 6.4 to 6.9 of this contract, with the exception of operating expenses and general expenses (overhead) for which the amount is fixed. The expense slips must be dated prior to the end date stipulated in article 2 of this contract.

7.7. Reimbursement of expenses shall be suspended if the Institutions do not comply with the obligations of the present contract in particular if they fail to submit before the agreed deadline half-yearly summaries of expenditure and the reports required under Articles 4.3, 4.4, 4.7 and 8.

**Article 8 – Reports**

The Coordinator shall provide the Programme Administrator with the reports detailed below which should be drawn up in accordance with the practical provisions included in the administrative guidelines.

8.1. Initial report: The initial report should be submitted before 30 November 2012. This report contains, for every network promoter, a list of the staff members working on the IAP project (whether or not covered by the IAP budget) as well as the list of equipment available in the research unit of the promoter.

8.2. Annual activity reports

In the three months following the end of every financial year, the Coordinator shall submit an activity report to the Programme Administrator relating to the year just ending. This report shall contain an administrative part with a list of all staff working on the project (whether or not covered by the IAP budget) and a scientific part with an overview of the research progress and the terms of cooperation. This information shall expressly refer to the tasks of the project as set out in Article 1. This report shall also contain a list of publications of the previous year.

8.3. Report for evaluation

If the Service wishes, it may request that the network provide an activity report for external evaluation of the project, pursuant to article 4.7 of the contract.

The Programme Administrator will, when necessary, provide the precise requirements for the content and form of the report, as well as the date by which it must be submitted, if applicable.

8.4. Final report

At the end of the research period financed under the terms of the present contract and not later than 31 December 2017, the Coordinator shall submit to the Service a summary of all research activities for the period 2012-2017.

**Article 9 – Ownership and valorization of the research results**

9.1. The following definitions of terms found in articles 9 and 10 shall apply:

– "rights of access": licences and rights of use for new and pre-existing knowledge;

– "pre-existing knowledge": information held by the Institutions before their signing of this contract and copyrights or other intellectual property rights connected with that information for which applications for protection were submitted before the Institutions signed the contract and that are required for execution of the project or use of the new knowledge;

– "diffusion": disclosure of the new knowledge by any suitable means, with the exception of the completion of procedures required for its protection, including publication of the new knowledge on any medium;

– "fair and reasonable conditions": suitable conditions, including financial conditions if applicable, given the special circumstances of the request for access, such as the real or potential value of the new or pre-existing knowledge for which access is requested and/or the scope, duration or other aspects of the planned valorization;

– "new knowledge": the results, including information, deriving from the project, which may or may not be subject to protection. Those results shall include copyrights, design and utility model rights, patents, plant varieties or other similar forms of protection;

– " valorization ": the direct or indirect use of the new knowledge for complementary research activities other than those concerned by the project for the purposes of elaboration, creation and commercialisation of a product or process or for the purposes of the creation and supply of a service.

9.2. New knowledge

9.2.1. The new knowledge shall be the property of the Institution that carried out the work from which said new knowledge derives.

9.2.2. When several Institutions have jointly carried out work from which the new knowledge derives and their respective shares in that work cannot be established, said new knowledge shall be their joint property. They shall conclude an agreement with regard to the distribution and conditions for exercise of the joint ownership in question.

If no agreement has been concluded as of yet with regard to said joint ownership, each of the joint owners shall be authorised to grant non-exclusive licences to third parties, without the right to grant sublicences, under the following conditions:

a) the other joint owner or owners must be duly informed by notification given at least 45 days in advance; and

b) fair and reasonable compensation must be provided to the other joint owner or owners.

9.2.3. Regardless of the property rights of each Institution, the State shall have the right to use the new knowledge free of charge for its internal purposes.

9.3. Transfer of ownership

9.3.1. When an Institution transfers the ownership of new knowledge, it also transfers to the transferee its obligations with respect to that knowledge, including the obligation to transfer those obligations to any later transferee.

9.3.2. Without prejudice to its confidentiality obligation, in particular in cases of merger or acquisition of a significant share of its assets, when an Institution is held to transfer its obligations to supply rights of access, it shall inform the other Institutions of the planned transfer, by notification at least 45 days in advance, and shall provide them with sufficient information regarding the planned new owner of the new knowledge in order to allow them to exercise their rights of access.

However, the Institutions may agree in writing on another notification period or renounce their right to prior notification in the event of transfer of ownership from an Institution to a specifically-identified third party.

9.3.3. Following a notification provided pursuant to article 9.3.2, any other Institution may, within a period of 30 days as from the notification or within another period of time agreed upon in writing, contest any planned transfer of ownership on the grounds that it would prejudice its own rights of access. If one of the other Institutions demonstrates that its rights of access would be prejudiced, the planned transfer shall not be made until the Institutions concerned have come to an agreement.

9.4. If any of the people employed by an Institution or the staff working for it can claim rights to the new knowledge, the Institution shall ensure that those rights can be exercised in keeping with the Institution's obligations under this agreement.

9.5. Rights of access for execution

9.5.1. Rights of access to the new knowledge shall be granted to other Institutions if said rights are required for those Institutions' completion of their share of the work in this project. Said rights of access shall be granted exempt of fees.

9.5.2. Rights of access to pre-existing knowledge shall be granted to other Institutions if said rights are required for those Institutions' completion of their share of the work in this project and if the Institution concerned is free to grant such rights. Such rights of access shall be granted exempt of fees, unless all of the Institutions have decided otherwise before their signing of this contract.

9.5.3. Termination of the participation of one Institution in the project shall not change in any way its obligation to grant said rights of access to the other Institutions pursuant to this article 9.5.

9.6. Rights of access for the purposes of valorization

9.6.1. The Institutions shall have rights of access to the new knowledge when those rights are necessary for the valorization of their own new knowledge. Said rights of access shall be granted under an agreement, at fair and reasonable conditions or exempt of fees.

9.6.2. The Institutions shall have rights of access to pre-existing knowledge when that knowledge is necessary for the valorization of their own new knowledge and as long as the Institution concerned is authorised to grant those rights. Said rights of access shall be granted under an agreement, at fair and reasonable conditions or exempt of fees.

9.6.3. The rights of access of the affiliated entities shall be governed by a separate consortium agreement.

9.6.4. Requests regarding rights of access may be submitted pursuant to articles 9.6.1 or 9.6.2, up to one year after:

a) the end of the project; or

b) termination of the participation of the owner of the new or pre-existing knowledge concerned.

The Institutions may, however, agree on a different limit date.

**Article 10 – Diffusion of the results**

10.1. Each Institution shall ensure that the new knowledge that it owns is diffused as quickly as possible. Without prejudice to the terms of article 9, each Institution shall undertake to make the new knowledge available in an institutional open access repository as quickly as possible and free of charge to allow for reading, downloading, copying, printing, distribution or searches of it. In the event of failure on the part of the Institution in this regard, the State shall be entitled to release the new knowledge in the same manner. In all cases, the State shall have the right to make the final report as described in article 8.4 of this contract public. The Institution shall invite the researchers to make their published texts resulting from the research available in an institutional open access repository.

10.2. The diffusion activities must be compatible with the protection of intellectual property rights, confidentiality obligations and the legitimate interests of the owner or owners of the new knowledge.

10.3. All patent applications concerning the new knowledge that are submitted by an Institution or on its behalf must include the following statement in order to make clear that the new information in question was obtained with the financial support of the Belgian State: "The work underlying this invention received financing from the Belgian Science Policy under the Interuniversity Attraction Poles programme."

10.4. All publications or other diffusions of information concerning the new knowledge shall include the following statement in order to make clear that the new information in question was obtained with the financial support of the Belgian State: "The research underlying these results received financing from the Belgian Science Policy under the Interuniversity Attraction Poles programme."

10.5. The promoters undertake to supply the biodiversity datasets (observational, geographical, ecological data, etc.) generated as part of their project to the Belgian Biodiversity Platform.

All scanned data must be compatible with easy extraction from its original database and must be made publicly accessible, notably according to the standards of the Global Biodiversity Information Facility (GBIF/ htpp://www.gbif.org) and the GBIF network. The Belgian Biodiversity Platform may request any technical assistance required for that purpose.

10.6. Promoters of projects including tasks where biological material is used must ensure that said biological material is preserved by depositing it in a culture collection (Biological Resource Centre), and preferably in a Belgian collection. This shall not apply to material where the promoters can prove that it has already been deposited in a culture collection or for which there are existing agreements (Material Transfer Agreements) preventing such deposit in collections.

Here, biological material shall be understood to mean cultivable organisms such as microorganisms, viruses, plant, animal and human cells and the replicable parts of those organisms, such as natural or recombinant plasmids (including those containing cDNA inserts).

The promoters shall make reference in publications to the deposited material, using the collection number assigned by the culture collection (Biological Resource Centre).

Such deposits may be made in different forms depending on the level of protection required for the biological material concerned. The different forms of deposit are as follows:

* Public deposit: under this type of deposit, the deposited material is placed in the public part of the culture collection, is placed in a public catalogue mentioning the origin of the material as the depositor and the country of origin and is available to third parties (who meet professional and legal conditions);
* Safe deposit: under this type of deposit, the depositor would like the biological material to be placed in the safe collection of the culture collection and, thus, not be included in the public catalogue or distributed to third parties (except with the written authorisation of the depositor);
* Patent deposit: this type of deposit is made under the terms of Belgian and/or international patent legislation in a collection recognised as an International Deposit Authority under the Budapest Treaty. The distribution to third parties of material deposited by patent deposit is subject to strict rules under patent legislation.

In such cases, only the costs connected with deposit of the biological material will be reimbursed, and not the fees connected with the application for the patent.

The collections of the BCCM consortium are considered to be Belgian culture collections. The BCCM collections accept filamentous fungi, yeasts, bacteria, diatoms, mycobacteria, cyanobacteria and plasmids as public deposits. For safe and patent deposits, the BCCM collections accept filamentous fungi, yeasts, bacteria, recombinant or non-recombinant genetic material (e.g. plasmids, RNA) in the form of extracted preparations or in a host, human and animal cell lines and hybridomas (http://www.belspo.be/bccm).

**Article 11 – Personnel**

11.1. The Institutions undertake to apply the same conditions relating to remuneration and qualifications to personnel recruited for carrying out research activities specified in Article 1 as those applied to their executive staff. Recruitment shall take place in accordance with legislation relating to employment contracts and tax-exempt PhD and postdoctoral scholarships.

11.2. Staff members paid under the provisions of the present contract shall be exclusively involved in the execution of the project for the period during which they are paid by the State.

11.3. Only the Institutions shall be considered as employers of the staff that they engage. They alone shall be responsible for these staff members.

11.4. The Institutions shall submit a copy of the employment contracts and scholarships to the Service, including any annexes, relating to personnel working on the research project and remunerated under the terms of the present contract. Employment contracts and scholarships must mention the name of the promoter.

11.5. Employment contracts and tax-exempted scholarships shall be valid for at least one year. However, exceptions will be made for contracts concluded in the final year of the present contract.

11.6. No remuneration for activities or deadlines for which the reference period exceeds the end of the period mentioned to the article 2 of the present contract shall be paid by the State.

The Institutions must ensure that periods of notice are given in good time.

11.7. Non-adherence to the provisions of Article 11 shall result in non-payment of wages.

**Article 12 – Equipment**

12.1. The Promoters shall justify the amount set aside for the purchase of equipment by means of a purchasing plan included in Annex I containing an estimate of the amount required for every acquisition.

12.2. Any purchase of equipment which exceeds 25.000 EUR which is not included in the purchasing plan shall require the authorisation of the Programme Administrator.

12.3. Any acquisition coming under the project must be done in accordance with the statutory and regulatory provisions on public procurement.

12.4. No equipment shall be purchased and charged to the project after 31 December 2016.

12.5. For the use of equipment acquired by the Institution using the financing, priority shall be given to those purposes for execution of the project, until the end of the contract.

After the end of the contract, the acquired equipment shall remain at the disposal of the Institution that made the purchase.

**Article 13 – Civil liability**

13.1. The State shall in no case be liable for damages caused to goods or the environment as a direct or indirect result of any activity whatsoever performed as part of execution of the contract, either from a technique, process, method or any other form of application derived in part or in whole from the knowledge acquired through execution of the project.

13.2. Each Institution shall to this end guarantee the State against any claims for damages and interest from third parties.

**Article 14 – Confidentiality**

The State, the Institutions and Promoters undertake to not divulge any information of a personal or private nature about natural or legal persons that have come to their knowledge during the application of this contract without the authorisation of the persons concerned

**Article 15 – Code of ethics**

15.1. The State would like to promote equality between men and women in research. The Institutions must take this into consideration in the choice of researchers as well as by including the gender aspect in their research, when justified.

15.2. Under legislation and regulations concerning the protection and well-being of animals, the Institutions undertake to apply as widely as possible the principle of replacement, reduction and refinement as stipulated in article 4 of EU Directive 2010/63, and to strive to use methods or strategies not involving the use of live animals.

15.3. Under the principle of precaution, the promoters shall act with caution and shall be guided by the desire to avoid harming others. Caution means not running risks without cause or in a disproportionate manner. Both the benefits and the short- and medium-term risks of research must be analysed. When experiments can have a potential impact on the environment, the investigations must first include an analysis based on the principle of precaution.

**Article 16 – Termination**

16.1. The contract shall be terminated automatically should the network find itself in a position where it is impossible to continue its work for reasons beyond its control. In this case, the date of termination of the contract shall be the last day of the month following which the impossibility to continue is notified to the Service.

16.2. In the cases described in Article 16.1 above, the State shall not be liable for any expenses incurred after the date of termination of the contract except in the cases set out below:

16.2.1. Expenses which have to be paid by the Institutions for staff recruited under the terms of the contract

- for an indefinite period and for which the period of notice is still valid after the termination date of the contract;

- for a fixed period and for which compensation is owed due to the premature termination of the employment contract.

16.2.1.1. The Institutions shall have the right to this intervention insofar as:

- they have notified the termination or breaking of the employment contract without delay after having received notice of the termination of the research contract;

- they have limited the duration of the notice or the amount of compensation taking account of current legislation.

16.2.1.2. For staff engaged for an indefinite period, the intervention of the State may not exceed the equivalent of a period of notice calculated on the basis of the period during which the person in question was paid from the research contract budget.

16.2.1.3. For staff engaged for a fixed period, the intervention of the State may not exceed the equivalent of compensation calculated on the basis of the term of the project as described in article 2 of the contract.

16.2.2. Other expenses which, before the date of termination takes effect, have already been incurred by the Institutions under the contract or authorised by the State under the project and which cannot be cancelled or whose cancellation would result in the institutions being liable for damages and interests. If these damage and interests are less than the value of the commitment made by the institution, only this amount of compensation shall be due.

16.3. The State may terminate the contract if the network does not comply with the provisions therein. The termination decision shall be taken by the Minister for Science Policy on the proposal of the President of the Service and the network shall be notified by the latter through the Coordinator. This notification shall explain the reasons for the termination and shall be sent by registered post. The termination shall be effective on the date of notification of the decision. In this case, the State shall not be liable for the reimbursement of any expenses incurred subsequent to the date when the termination of the contract takes effect or for any damages for the termination itself.

If one part of the network fails, but the other partners of the network consider that they can continue the project without this institution, the State may decide to exclude the part of the network which is failing in accordance with the same procedure.

**Article 17 - Special provisions**

17.1. Without prejudice to the provisions of article 6.11, the provisions of the present contract and its annexes may only be amended, modified or added to by means of an annex, duly signed by the representatives authorised by the contracting parties.

17.2. The courts of Brussels shall be solely competent to deal with disputes relating to this contract.

17.3. The annexes form an integral part of the present contract. These annexes are:

Annexe I : Technical specifications (Sections I and II).

Annexe II : International partnership.

Drawn up in Xcopies, in Brussels

On

For the State,

on behalf of the Minister of Science Policy,

The President of The Federal Public Planning Service – Science Policy

Philippe Mettens