

ANNEX III

SPECIFIC PROVISIONS RELATED TO COOPERATIVE RESEARCH

III.1 - Definitions

In addition to the definitions of Article II.1:

- **SME contractor:** means a *contractor*, referred to as such in Article 1.2 of the *contract* and which meets the definition specified in the call for proposals to which the *project* was submitted.
- **RTD Performer:** means a *contractor*, referred to as such in Article 1.2 of the *contract* and which meets the definition specified in the call for proposals to which the *project* was submitted.
- **Other enterprise or end user:** means a *contractor*, referred to as such in Article 1.2 of the *contract* and which meets the definition specified in the call for proposals to which the *project* was submitted.

III.2- Performance obligations

1. In addition to the obligations identified in Article II.3.1, the *consortium* shall :

a) ensure that a copy of the *consortium agreement* signed by all *contractors* is made available to the *Commission* [30][x]days after the *contract* enters into force. The *consortium agreement* shall establish the allocation between the *contractors* of the *Community* financial contribution made to the *consortium* and, in particular, it shall contain provisions that enable each of the *RTD Performers* to receive from the *consortium* 100 % of its eligible costs incurred for research and technological development or innovation activities during the *project*, within any ceiling specified in the *consortium agreement*.

The fixed starting date of the *project* shall be established in Article 4.2 based on the following procedure. The *project* shall not start until the *Commission* has received a duly signed copy of the *consortium agreement* that respects the provision indicated in the sub-paragraph above regarding distribution of the *Community* financial contribution. The *start date* of the *project* will be communicated to the *contractors* by the *Commission*.

b) ensure that the *RTD Performers* account for at least 40 % of the total eligible costs for research and technological development or innovation activities of the *project*. If at the end of the *project* the eligible costs of the research and technological development or innovation activities claimed by the *RTD Performers* are less than 40 % of the total eligible costs for such activities of the *project*, the *Community* financial contribution shall be adjusted to ensure that the eligible costs reimbursed meet the ratio of 40% for *RTD performers* and 60% for the remaining *contractors*.

2. In addition to the obligations identified in Article II.3.2 k), each *contractor* shall inform the *Commission* of any change in its status that threatens to affect its ability to meet the criteria established in the definitions of Article III.1.

III. 3 – Financial collective responsibility of the *consortium*

The provisions of Article II.18 do not apply to this *contract*. The *Commission* may require financial guarantees as established by the provisions of Article 182 of the rules for implementing the *Financial Regulation*.

III.4 – Cost reporting models

In addition to the provisions of Article II.22.4:

- By derogation to the principle established above, any *RTD performer* that is eligible to use the AC reporting model may opt for the FCF reporting model in this *contract* and in its future participations as an *RTD performer* in collective and cooperative research projects under the Sixth Framework Programme, provided that it has an accounting system that allows the identification of its full direct costs relating to the *project*.

III. 5 – Ownership of knowledge

Paragraphs 1 and 2 of Article II.32 are replaced by the following:

1. *Knowledge* arising from work carried out under the *project* shall be the joint property of the *SME contractors*.
2. The *SME contractors* shall agree amongst themselves on the allocation and the terms of exercising the ownership of the *knowledge*.

III. 6 – Protection of *knowledge*

The first sentence of Article II.33.3 is replaced by the following:

A *contractor* may publish or allow the publication of data, on whatever medium, concerning *knowledge* it owns or *knowledge* it generated under work carried out within the *project*, provided that this does not affect the protection of that *knowledge*.

III. 7 - Access rights

The last sentence of Article II.35.2 (a) is replaced by the following:

RTD performers shall grant *access rights* to the other *contractors* to *pre-existing know how* necessary for the execution of the *project*, on a royalty-free basis.