



FEDERAL SCIENCE POLICY

*RESEARCH PROGRAMME FOR EARTH OBSERVATION
STEREO III*

CONTRACT NR SR/XX/XX

ACRONYM
Project title

BASIC CONTRACT

In accordance with the Council of Ministers' decision of 15/11/2012 relating to the implementation of the "STEREO III earth observation programme", hereafter referred to as "the PROGRAMME", and with the aim of working towards the achievement of the objectives set by the latter,

the Belgian state,

represented by the State Secretary for the Science Policy,

referred to hereafter as the "STATE",

on the one hand,

and

Institution	address	represented by	
[NAME]	[Complete address]	[NAME]	[Position]

hereafter referred to as the "NETWORK",

on the other hand,

HAVE AGREED TO THE FOLLOWING:

ARTICLE 1: SUBJECT OF THE AGREEMENT

1.1: The subject of this contract is the funding of the mission defined in Annex I entitled "TITLE", hereafter referred to as the "PROJECT".

1.2: The INSTITUTIONS belonging to the NETWORK, have designated the following PROJECT MANAGERS for the complete execution of the PROJECT:

Institution (complete address) – research unit or department, section, laboratory, research body, etc. – Institution (full address)		Code	First name - Surname
	COORDINATOR	C (= P1)	
	PROJECT MANAGER 2	P2	
	PROJECT MANAGER 3	P3	
	PROJECT MANAGER 4	P4	

If one of the NETWORK's PROJECT MANAGERS is unable to pursue their activities, their INSTITUTION shall appoint a new PROJECT MANAGER and inform the STATE by post. This letter must be sent to the President of the Federal Public Service for Science Policy Programming, hereafter referred to as the "SERVICE".

1.3: The PROJECT MANAGERS manage the PROJECT on a daily basis and ensure that the work is performed with diligence and continuity until the end of the PROJECT and in line with the task schedule in Annex I. They are also responsible for ensuring that all information and all documents inherent to the fulfilment of this contract shall be duly submitted to the STATE.

1.4: 1.4: The tasks inherent to the project's execution are shared between the PROJECT MANAGERS according to the terms and conditions described in Annex I.

Furthermore, the COORDINATOR shall take care of the PROJECT's scientific, technical and administrative coordination tasks, which are set out in Article 4.1 of this contract.

1.5: The STATE shall grant the NETWORK the necessary funding for the PROJECT, for a maximum amount of EUR **amount in figures (amount in writing)**.

1.6: The SERVICE, in particular the PROGRAMME MANAGER as defined in Article 1.1 in Annex II of this contract, shall take care of managing, coordinating and promoting the PROGRAMME for the STATE.

1.7: Without prejudice to the provisions hereafter, the principles applicable to this contract are defined in Annex II "General terms applicable to the contract".

ARTICLE 2: DURATION

2.1: This contract shall come into force on the date on which all contracting parties sign it. Without prejudice to Article 15 of Annex II, this contract shall end on 31 October of the calendar year following the OPERATIONAL END.

2.2: The PROJECT shall begin on **XXX**, hereafter referred to as the "OPERATIONAL START", and shall end on **XXX**, hereafter referred to as the "OPERATIONAL END".

ARTICLE 3: FINANCING

3.1: The NETWORK may only use any form of financing that the STATE grants within the framework of the PROGRAMME for needs directly justified by the PROJECT.

3.2: For every INSTITUTION in the NETWORK and per PROJECT MANAGER, the limit according to which the STATE shall reimburse the costs eligible for the PROJECT's fulfilment, is established as follows in EUR:

	Amounts (EUR)	
		[...]
P1	[...]	[...]
P2	[...]	[...]
P3	[...]	[...]
P4	[...]	[...]
P5	[...]	[...]
TOTAL:		

3.3: The distribution of expenditure per category for each INSTITUTION in the NETOWRK and per PROJECT MANAGER, is set out in Article 5 of Annex I.

ARTICLE 4: ORGANISATION TERMS

4.1: **COORDINATOR's role:** The COORDINATOR shall take care of the PROJECT's scientific, technical and administrative coordination. In particular, this role involves:

- the coordination of all the tasks to be performed by the NETWORK within the framework of the PROJECT,
- the organisation of the NETWORK's internal meetings,
- the organisation of meetings between the NETWORK, the follow-up committee and the SERVICE, as defined in Article 4.4,
- the coordination of the reports provided for in Article 6 of Annex I and their transmission to the SERVICE,
- informing the SERVICE of any problems that might disrupt the smooth running of the work involved within the framework of the PROJECT; the COORDINATOR shall do his/her utmost to ensure the PROJECT runs smoothly and, in case no agreement is reached, shall approach the SERVICE concerning any problems that aren't resolved internally by the NETWORK,
- sending any information or authorisation request issued by the NETWORK to the SERVICE, especially requests for amendments to the contract.

4.2: **Internal agreement:** If necessary, the NETWORK shall establish an internal agreement, in the three months following the OPERATIONAL START, in which the provisions considered useful by the NETWORK shall be included, concerning in particular:

- the NETWORK's internal organisation terms, especially those relating to the PROJECT's execution,
- the rules established between the NETWORK and the members of the follow-up committee, concerning the confidentiality terms and conditions of the research results,
- the terms regarding the distribution of the results of the work carried out within the framework of the PROJECT, during and after the project has finished.

The NETWORK shall ensure that the internal agreement concords with all the provisions included in this contract and its annexes. The provisions in the NETWORK's internal agreement are always subject to those in this contract.

The NETWORK shall send the internal agreement, through the COORDINATOR, to the PROGRAMME MANAGER within the framework of the initial report, provided for in Article 7.1 of Annex I. The COORDINATOR shall inform the PROGRAMME MANAGER of any modifications made to this agreement within the framework of the activities report that shall follow this modification.

4.3: **Communication between the NETWORK and the SERVICE:** All contact between the NETWORK and the SERVICE shall take place through the COORDINATOR, except for the provisions regarding the terms of reimbursement for expenses incurred according to the terms and conditions provided for in Article 10 of Annex II.

According to this provision:

- any information the SERVICE sends to the COORDINATOR shall be sent as soon as possible by the COORDINATOR to the PROJECT's NETWORK,

- the COORDINATOR shall send any information that is to be sent to the SERVICE, to the PROJECT's NETWORK first or at the same time.

4.4: PROJECT follow-up committee:

In the three months following the OPERATIONAL START, the NETWORK shall set up a PROJECT follow-up committee and establish an agreement with the members of the steering committee concerning the confidentiality of the research results.

Its composition, mandate and the terms of its organisation shall be established in agreement with the PROGRAMME MANAGER according to the provisions in Article 4 of Annex I.

4.5: International cooperation

The terms of cooperation with the international partner(s) are described in Article 9 of Annex II.

The INSTITUTION(S) designated by the NETWORK to manage the international cooperation, shall report to the NETWORK on the state of progress of the international partner's activities.

The COORDINATOR shall send a copy of the cooperation contract to the PROGRAMME MANAGER and to the other members of the NETWORK.

ARTICLE 5: SPECIAL CONDITIONS

5.1: Facilities

The INSTITUTION shall justify the facilities budget, through the COORDINATOR, in a procurement plan presented in the initial report. The PROGRAMME MANAGER's agreement is required for all equipment purchases exceeding EUR 6 000.

5.2 : Earth observation data:

The NETWORK shall provide the PROGRAMME MANAGER with a satellite image procurement plan for agreement, through the COORDINATOR, within the three months following the project's OPERATIONAL START. The earth observation data and the hyperspectral images shall be purchased by the STATE for the PARTNERSHIP. The costs involved fall under the remit of the SERVICE's budget.

ARTICLE 6: AMENDEMENTS, MODIFICATIONS AND ADDITIONS

6.1: 6.1: Unless otherwise specifically provided for in Article 6.2 below, the provisions of this contract and its annexes can only be amended, modified or completed by an amendment, duly signed by the representatives authorised by the contracting parties.

6.2: The following provisions can be amended, modified or completed, providing the PROGRAMME MANAGER gives his/her written agreement:

- the OPERATIONAL END as defined in Article 2.2., as long as the request for an extension is less than or equal to 6 months and there is no budget increase,
- all the provisions in Annex I, with the exception of Article 1, without prejudice to the foregoing.

ARTICLE 7: COMPETENT COURT

In the event of litigation, only the courts of Brussels will be deemed competent.

ARTICLE 8: ANNEXES

8.1: This contract's annexes are an integral part of it. The annexes are as follows:

- Annex I: Technical specifications
- Annex II: General terms and conditions

8.2: The basic contract's provisions take precedence over those in the annexes.

This contract is written in two languages and has 8 articles.

Six copies, drawn up in Brussels on

FOR THE STATE:

ON BEHALF OF
the State Secretary for Science Policy,

The President,

René DELCOURT

FOR THE NETWORK:

Institution	Name	Position	Signature
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