



**RESEARCH PROGRAMME FOR EARTH OBSERVATION
STEREO IV**
Support To Exploitation and Research in Earth Observation

CONTRACT NO. [SR/XX/XXX](#)

[Project title](#)

[ACRONYM](#)

**ANNEX II - GENERAL CONDITIONS APPLICABLE
TO THE CONTRACT**

ARTICLE 1: MANAGEMENT

1.1: The President of the SERVICE appoints a member of the SERVICE, hereinafter referred to as the "PROGRAMME MANAGER", who is responsible for the proper execution of the PROGRAMME and the Contract.

1.2: The opinions and observations of the SERVICE are binding on the INSTITUTE(S), which must strictly comply with them.

ARTICLE 2: PROVISION OF INFORMATION

2.1: Notwithstanding the provisions of Article 11.2, the INSTITUTE(S) shall provide the PROGRAMME MANAGER with the following reports for approval:

2.1.1: Initial report

This report lists the participating staff, the agreements and contracts binding the INSTITUTE(S) or in the process of being concluded, as well as any patents and the members of the steering committee.

Notwithstanding the provisions of Article 4.7, any change in the information provided in the initial report must be indicated in the activity report submitted at the end of the year in which the change is made.

2.1.2: Periodic activity reports

These reports present the progress and achievements of the research and the forecasts for the following year. This information refers explicitly to the tasks and timetable of the PROJECT as defined in Articles 2 and 3 of Annex I. They also provide, if necessary, any modification of the data included in the initial report as well as the list of publications and missions carried out during the past year.

2.1.3: Final report

This report provides a complete description of the PROJECT, the results obtained and their possible scientific and technological applications, and indicates the extent to which the objectives have been achieved.

2.1.4: Report for the (external) evaluation of the PROJECT

If the SERVICE deems it useful, it may ask the INSTITUTE(S) for an activity report for an (external) evaluation of the PROJECT, in accordance with Article 11.5.

2.2: The INSTITUTE(S) undertake(s) to provide the PROGRAMME MANAGER, whenever requested, with information for the scientific support of the valuation and support actions related to the PROGRAMME.

2.3: Guidelines for the content, form and delivery of such reports and valuation information are provided by the PROGRAMME MANAGER to the INSTITUTE(S).

ARTICLE 3: FINANCING MODALITIES

3.1: The financing set forth in Article 6.3 of the Basic Contract does not constitute an entitlement or an automatic allocation of funds, but sets forth the maximum amount available for the costs inherent in the implementation of the PROJECT.

3.2: The available budget is allocated by INSTITUTE and by PROMOTER, by category of expenditure, in accordance with Article 6 of the Basic Contract and Article 5 of Annex I.

3.3: The various categories of expenses are set as follows:

- Staff
- Current operation
- Specific operation
- Overheads
- Equipment
- Sub-contracting
- (Inter)national partnership

ARTICLE 4: STAFF

4.1: The/Each INSTITUTE hires the staff whose profiles are listed in Article 6.1 of Annex I, within the limits of the financial resources provided for this purpose and defined in Article 5.1 of Annex I.

4.2: The staff referred to in Article 4.1 are assigned exclusively and entirely to the execution of the PROJECT during the period for which they are paid by the STATE.

4.3: Only the INSTITUTE is the employer of the staff members in charge of the project. These members are subject to the regulations in force at the relevant INSTITUTE.

4.4: The staff costs include the costs related to the salaried staff (gross indexed salary, employer's social security charges and legal insurance or any other allowance or benefit legally due, associated with the salary, related to the hiring of the staff) and to the non-salaried staff (lump-sum payment per Person/Month worked within the framework of the PROJECT), the details of which are included in Article 6.1 of Annex I for the/each INSTITUTE.

4.5: The STATE will not pay any salary costs for services or notice periods subsequent to the scheduled OPERATIONAL TERM date. It is the responsibility of the/each INSTITUTE to ensure that timely notice is given, taking into account the set date of the OPERATIONAL TERM.

4.6: If applicable, one or more grant holders may be funded from the PROJECT in accordance with the modalities included in the call for proposals and/or in the guidelines sent to the INSTITUTE(S).
The funding of the grant by the STATE is limited to the period during which the grant holder is involved in the PROJECT.

4.7: The/Each INSTITUTE provides the SERVICE with the requested information regarding the hired staff and, if applicable, the grant holder(s) in charge of the PROJECT. Any changes to this staff must be reported to the PROGRAMME MANAGER in the periodic activity reports.

ARTICLE 5: OPERATION

5.1: Current operation: this includes all the expenses not included in the specific operation category. This operating budget is based on a percentage of the staff budget. This percentage cannot exceed what is stated in the modalities of the call for proposals and/or in the guidelines sent to the INSTITUTE(S).

5.2: Specific operation: this includes the operating costs listed in Article 6.2 of Annex I.

ARTICLE 6: OVERHEADS

A lump-sum payment for administration, telephone, mail, maintenance, heating, lighting, electricity, rent, equipment depreciation and insurance. The total amount of this item may not exceed 5% of the total allowable staff and operating expenses.

ARTICLE 7: EQUIPMENT

7.1: Any acquisition chargeable to the funding granted to the PROJECT must be made in accordance with the legal and regulatory provisions for public procurement.

7.2: Equipment must in principle be acquired during the first half of the PROJECT term.

7.3: The use of the equipment that the/each INSTITUTE acquires at the expense of the funding is reserved as a priority for the execution of the PROJECT until the OPERATIONAL TERM.
After the OPERATIONAL TERM, the acquired equipment remains at the disposal of the/each INSTITUTE that purchased it.

7.4: Equipment costs cover the acquisition and installation of scientific and technical equipment and instruments, including computer and office equipment, as listed in Article 6.3 of Annex I.

ARTICLE 8: SUBCONTRACTING

8.1: All the rules governing subcontracting work are those in effect for the PROJECT. It is the responsibility of the/each INSTITUTE to ensure that they are compatible with the rules and practices in force with the subcontractor and, in particular, with regard to the ownership and use of research results, publications and communications.

8.2: The/Each INSTITUTE assumes full responsibility for the successful completion of the subcontracted work. No form of delay or failure to perform such work will be recognised by the STATE as a valid reason, insofar as it adversely affects the proper execution of the PROJECT.

8.3: Under no circumstances can the budget reserved for the financing of subcontracting exceed the percentage stated in the modalities of the call for proposals and/or in the guidelines sent to the INSTITUTE(S).

8.4: Subcontracting costs are costs incurred by a third party for the performance of tasks or services requiring special scientific or technical expertise outside the normal scope of the INSTITUTE(S)' activities. The tasks or services to be subcontracted are described in Article 6.4 of Annex I.

ARTICLE 9: (INTER)NATIONAL PARTNERSHIP

9.1: An (INTER)NATIONAL partnership is a partnership between an INSTITUTE and a third party, hereinafter referred to as the (INTER)NATIONAL PARTNER, with the aim of strengthening (inter)national scientific cooperation and Belgian expertise.

9.2: Where applicable, the INSTITUTE is the intermediary between the (INTER)NATIONAL PARTNER and the (other) INSTITUTE(S).

It follows up on the tasks carried out by the (INTER)NATIONAL PARTNER and informs the (other) INSTITUTE(S) of the progress of the (INTER)NATIONAL PARTNER's tasks.

It also sends all the information to the (INTER)NATIONAL PARTNER relating to the PROJECT and necessary for the proper execution of the tasks as described in Article 2 of Annex I.

9.3: The budget taken on by the SERVICE cannot exceed the percentage stated in the modalities of the call for proposals and/or in the guidelines sent to the INSTITUTE(S).

The budget granted by the SERVICE is managed by the INSTITUTE.

This budget only covers the staff and operating expenses of the (INTER)NATIONAL PARTNER. Overheads, equipment and subcontracting are not considered as expenses.

ARTICLE 10: PAYMENT MODALITIES

10.1: Within the limits of the PROJECT budget, the STATE pays the INSTITUTE(S) semi-annually the expenses incurred for the execution of the PROJECT, insofar as they relate to the costs listed in Articles 4 to 9.

10.2: No later than the end of each calendar semester, the/each INSTITUTE sends the President of the SERVICE a summary statement of expenditures for the previous semester. The/each INSTITUTE attaches supporting documents to the summary statement of expenditures: invoices, salary and wage statements, etc. The supporting documents for the expenditure must be prior to the OPERATIONAL TERM. With the exception of ongoing operations and overheads, the agreed expenses and services provided will only be paid upon presentation of the supporting documents.

10.3: After verification of the semi-annual summary statement of expenses submitted by the/each INSTITUTE, the SERVICE will send the INSTITUTE a statement of approved expenses. On the basis of this document, the/each INSTITUTE will send a statement of claim either by post in a single copy to the President of the SERVICE or by email to invoice@belspo.be, electronically signed with eID, to obtain payment of the amount due.

10.4: Any form of payment by the STATE for expenses incurred by the INSTITUTE(S) in the implementation of the PROJECT is subject to compliance with the provisions of the contract and approval by the PROGRAMME MANAGER of the reports due for the period corresponding to the request for payment.

10.5: Notwithstanding Article 10.1, the/each INSTITUTE may obtain a first funding instalment once it signs the contract. This advance is equal to 30% of the budget reserved for the/each INSTITUTE.

A second advance of the same amount may be requested by the/each INSTITUTE after justification of the full use of the first advance.

A third advance of 20% of the budget may be requested by the/each INSTITUTE after justification of the full use of the previous two advances.

For the payment of each advance, a statement of claim must be submitted to the President of the SERVICE, in accordance with Article 10.3.

The sum of the advances and the amounts paid on the basis of the summary statements of expenditures cannot exceed 80% of the budget reserved for the/each INSTITUTE before the final report is approved.

10.6: The payment of the balance of the budget reserved for the/each INSTITUTE is subject to the approval of the final report provided by the PROGRAMME MANAGER.

10.7: Unjustified expenses and undue payments are returned to the Treasury.

ARTICLE 11: MONITORING AND EVALUATION

11.1: Without prejudice to the inspections provided for in the legislation on State accounting, the INSTITUTE(S) accept(s) the administrative, technical and scientific inspections of the SERVICE, as well as their inspection to verify the proper execution of the PROJECT and the use of the financial resources allocated to it.

11.2: The INSTITUTE(S) is/are required to submit, whenever required, a statement of work in progress and expenses incurred or anticipated. In addition, it/they must be able to submit accounting records of any transactions related to the PROJECT, as well as a record of the actions taken for the proper execution of the PROJECT.

11.3: The PROGRAMME MANAGER or their representative has access to the premises where the work is being performed. They may verify the employment of the staff assigned to the execution of the PROJECT, the nature of the jobs of these staff members, the progress of the work and the use of the equipment acquired for the PROJECT.

11.4: The SERVICE may arrange for an audit to be conducted to verify the accounts relating to the PROJECT, submitted by the INSTITUTE(S) in support of any request for the payment of expenses relating to the execution of the PROJECT.

11.5: The SERVICE reserves the right to carry out a scientific evaluation of the results of the PROJECT in accordance with the objectives and tasks set forth in Annex I. For this purpose, the SERVICE is entitled to call upon the experts of its choice.

ARTICLE 12: OWNERSHIP AND USE OF RESEARCH RESULTS

12.1: For the purpose of implementing this article and Article 14, the following definitions apply:

- "access rights": the licences and rights to use the new and pre-existing knowledge;
- "pre-existing knowledge": the information held by the INSTITUTE(S) prior to their signing of the contract, as well as copyrights and other intellectual property rights related to such information which, where applicable, have been the subject of a protection application filed prior to the INSTITUTE(S) signing the contract, and necessary for the execution of the PROJECT or the use of the new knowledge;
- "dissemination": the disclosure of new knowledge by any appropriate means except the completion of the formalities required for its protection, including the publication of the new knowledge on any medium;
- "fair and reasonable terms": appropriate terms, including any financial modalities, taking into account the particular circumstances of the request for access, such as the actual or potential value of the new or pre-existing knowledge for which access is sought and/or the scope, duration or other characteristics of the intended use;
- "new knowledge" means the results, including information, whether or not it can be protected, resulting from the project. These results include copyrights, design rights, patents, plant breeders' rights or other similar forms of protection;
- "use": the direct or indirect use of new knowledge in complementary research activities other than those included in the PROJECT, for the purpose of developing, creating and commercialising a product or process, or for the purpose of creating and providing a service.

12.2: New knowledge

12.2.1. New knowledge is the property of the/each INSTITUTE that performed the work from which the new knowledge results.

12.2.2. In the case of a NETWORK, when several INSTITUTES have jointly carried out work resulting in new knowledge, and their respective shares in this work cannot be established, this new knowledge is their common property. They conclude an agreement regarding the distribution and the conditions for the exercise of this common property.

If an agreement has not yet been reached as to common ownership, each co-owner is authorised to grant non-exclusive licences to third parties, without the right to sublicense, subject to the following conditions:

- a) the other co-owner(s) must be notified at least 45 days in advance; and
- b) fair and reasonable compensation must be provided to the other co-owner(s).

12.2.3. Notwithstanding the ownership rights of the/each INSTITUTE, the STATE has the right to use the new knowledge without charge for its own internal purposes.

12.3: Transfer of ownership

12.3.1. When the/an INSTITUTE transfers ownership of new knowledge, it transfers to the assignee its obligations with respect to that new knowledge, including the obligation to transfer it to any subsequent assignee.

12.3.2. In the event of a NETWORK, when an INSTITUTE is required to pass on its obligations to provide access rights, subject to its obligation of confidentiality, in particular in the context of a merger or acquisition of a substantial part of its assets, it must inform the other INSTITUTE(S) of the intended transfer by giving at least 45 days' notice and provide it/them with sufficient information about the intended new owner of the new knowledge to enable it/them to exercise its/their access rights.

However, the INSTITUTE(s) may, by written agreement, agree a different timeframe or waive its/their right(s) to prior notice in the event of a transfer of ownership to a specifically identified third party.

12.3.3. Following notification pursuant to Article 12.3.2, the/each other INSTITUTE may, within 30 days of notification or such other period as may be agreed in writing, object to any proposed transfer of ownership on the grounds that it would impair its access rights. If the/one of the other INSTITUTE(S) demonstrates that its access rights would be infringed, the proposed transfer will not take place until the INSTITUTES concerned have reached an agreement.

12.4: If employees or other colleagues of the INSTITUTE may assert rights to the new knowledge, the INSTITUTE must ensure that such rights can be exercised in a manner consistent with its obligations under the contract.

12.5: Access rights for the execution of tasks

12.5.1. Access rights to new information are granted to the/the other INSTITUTE(S) if they are necessary for that/those INSTITUTE(S) to carry out its/their part of the work in this PROJECT. These access rights are granted free of charge.

12.5.2. Access rights to pre-existing information are granted to the/the other INSTITUTE(S) if they are necessary for that/those INSTITUTE(S) to carry out its/their part of the work in this PROJECT and if the INSTITUTE in question is free to grant them. These access rights are granted free of charge, unless the/all the INSTITUTE(S) has/have decided otherwise prior to its/their joining the contract.

12.5.3. In the event of a NETWORK, the termination of an INSTITUTE's participation in the PROJECT (or in its extension) does not affect its obligation to grant such access rights to the other INSTITUTE(S), in accordance with Article 12.5.

12.6: Access rights for usage purposes

12.6.1. The INSTITUTE(S) is/are granted access rights to new knowledge when such rights are necessary for the use of its/their own new knowledge. By agreement, these access rights are granted on fair and reasonable terms or free of charge.

12.6.2. The INSTITUTE(S) is/are granted access rights to pre-existing knowledge when this is necessary for the use of its/their own new knowledge and provided that the INSTITUTE in question is authorised to grant them. By agreement, these access rights are granted on fair and reasonable terms or free of charge.

12.6.3. Access rights for affiliated entities must be governed in a separate consortium agreement.

12.6.4. Applications for access rights may be made under Article 12.6.1 and/or 12.6.2 up to one year after:

- a) the end of the PROJECT; or
 - b) the termination of the participation of the owner of the new knowledge and/or pre-existing knowledge concerned.
- However, the INSTITUTES may agree on a different deadline.

ARTICLE 13: PROJECT STEERING COMMITTEE

The PROJECT is accompanied by a steering committee.

The purpose of this committee is to actively monitor the PROJECT and promote the use of the research, notably through the exchange and availability of data and information, by providing different opinions and by suggesting avenues for use.

The steering committee is composed of potential users of the research results, such as representatives of national or regional, European or international public authorities, civil society stakeholders, scientists and representatives of the industrial sector. Participation in the steering committee is not remunerated.

The INSTITUTE(S) is/are required to specify in the initial report, referred to in Article 2.1.1, the composition of the committee as well as its operation and specific objectives (number of meetings, method of information exchange, role of members, etc.). Its composition, remit, and organisational arrangements, including any changes, are established in agreement with the PROGRAMME MANAGER.

ARTICLE 14: DISSEMINATION OF RESULTS

14.1: The/Each INSTITUTE ensures that the new knowledge it owns, and new and pre-existing knowledge in the form of research data it owns, is disseminated as rapidly as possible.

Subject to the provisions of Article 12 and in accordance with the BELSPO Open Access and BELSPO Open Research Data mandates, the/each INSTITUTE must make available:

- the new knowledge free of charge;
- new and pre-existing knowledge about research data in a recognised data repository (Open Research Data Repository), free of charge.

In the event of a default by an INSTITUTE, the STATE is entitled to release the new knowledge in the same way. In any event, the STATE has the right to make the final report referred to in Article 2.1.3 public.

14.2: Dissemination activities must be consistent with the protection of intellectual property rights, confidentiality obligations, and the legitimate interests of the owner(s) of the new knowledge.

14.3: Prior to undertaking any dissemination activity, the INSTITUTE(S) must notify the (other) INSTITUTE(S) and the STATE with at least 45 days' advance notice and provide sufficient information about the planned dissemination activity and the data it/they plan(s) to disseminate. Following this notification, the/each INSTITUTE(S) or the STATE may object to the proposed dissemination activity within 30 days of the notification if it believes that it could disproportionately harm its legitimate interests regarding its new or pre-existing knowledge or that it would negatively influence the execution of the PROJECT. In such cases, the INSTITUTE(S) and/or the STATE may agree in writing on the appropriate action to be taken and may, in particular, agree to different time limits from those indicated in this paragraph. The STATE has the right in all circumstance to convene a meeting with the INSTITUTE(S) involved in the PROJECT.

14.4: Any patent application relating to new knowledge filed by or on behalf of the/an INSTITUTE must include the following statement to indicate that the new information in question was obtained with financial support from the STATE: "The work underlying this invention has received Federal Science Policy funding pursuant to Contract No. []."

14.5: Any patent application relating to new knowledge filed by or on behalf of the/an INSTITUTE must include the following statement to indicate that the new information in question was obtained with financial support from the STATE: "The work underlying this invention has received Federal Science Policy funding pursuant to Contract No. []."

14.6: To enable the STATE to exercise its right to use the results obtained under the PROJECT and ensure that these results are made public as soon as possible, the INSTITUTE(S) provide a copy of the results for inclusion in the database(s) mentioned in the call for proposals and/or the guidelines sent to the INSTITUTE(S) and according to the terms and conditions mentioned therein.

ARTICLE 15: CONFIDENTIALITY AND GDPR COMPLIANCE

Without prejudice to other legal, regulatory or contractual obligations, the STATE, the INSTITUTE(S) and the PROMOTER(S) undertake not to disseminate or communicate information of a personal or private nature concerning natural or legal persons that is provided to them in application of the contract, without the authorisation of said persons.

In general and for any processing of personal data carried out in the context of the PROJECT, the INSTITUTE(S) must comply with the General Data Protection Regulation (GDPR) and any other applicable law or regulation. It/they must also ensure that its/their employees and any other person acting under its/their authority in the framework of the PROJECT, respect the confidentiality of the processed data and are informed of the legal provisions relating to the protection of personal data and any other relevant regulations or decrees relating to the protection of personal data and privacy.

ARTICLE 16: CODE OF ETHICS

16.1: Taking into account the legislation and regulations in force concerning the fight against all forms of discrimination and the integration of the gender dimension, the INSTITUTE(S) must pay particular attention to the provisions relating to affirmative action measures aimed at eliminating all forms of inequality and to the protection of pregnancy and motherhood.

In addition, the STATE takes into account gender equality and ensures that the gender dimension is integrated into the execution of the contract. The INSTITUTE(S) must take this into account in selecting researchers but also, if relevant, in integrating the gender dimension in the research. All the statistics produced, collected and commissioned are disaggregated by sex and gender indicators are established where relevant.

16.2: Within the framework of the legislation and regulations concerning the protection and welfare of animals, the INSTITUTE(S) apply as widely as possible the principle of replacement, reduction and refinement and strive to use methods and strategies that do not involve the use of live animals.

16.3: Within the framework of the precautionary principle, the PROMOTER(S) must act with caution and be guided by the desire to avoid harming others. Caution requires them not to take unnecessary or disproportionate risks. The benefits as well as the short- and medium-term risks of research are carefully analysed. The PROMOTER(S) take into account the precautionary principle in activities with a potential impact on the environment.

ARTICLE 17: TERMINATION

17.1: The contract is automatically terminated if the INSTITUTE(S) is/are unable to continue the activities for reasons beyond its/their control. In this case, the end of the contract is the last day of the month following that in which the inability was notified to the SERVICE.

When one or more INSTITUTE(S) in the NETWORK is/are unable to continue its/their activities and the other INSTITUTE(S) believe(s) that it/they is/are able to continue the PROJECT without this/these PROMOTER(s), it/they must inform the STATE, through the COORDINATOR or another PROMOTER. Provided that the President of the SERVICE has agreed to the foregoing, the changes must be made by an amendment to the contract.

17.2: In the cases referred to in Article 17.1, the STATE is not obligated to fund any expenses incurred subsequent to the date on which the termination of the contract takes effect, except in the following cases:

17.2.1: Expenses incurred by the/an INSTITUTE and corresponding to the remuneration of the staff hired under the contract:

- for an indefinite term and for which a notice period runs for the period after the date on which the contract is terminated; for a fixed term and for which compensation is due as a result of the early termination of their employment contract.

17.2.1.1: The/Each INSTITUTE is entitled to this intervention to the extent that it has:

- reported the notice or termination of the employment contract without delay after having itself received notification of the termination of the contract;
- reduced the notice period or the amount of compensation to the minimum, taking into account the legislation in force.

17.2.1.2: For staff with an indefinite contract, the STATE's intervention may not exceed the equivalent of a notice period calculated based on the length of time the individual was paid from the contract budget.

17.2.1.3: For staff with a fixed-term contract, the STATE's intervention may not exceed the equivalent of compensation calculated based on the length of the PROJECT as established in Article 5.2 of the basic contract.

17.2.2: Other eligible expenses will be paid that have already been incurred by the/each INSTITUTE under the contract in connection with the PROJECT, prior to the date on which the termination of the contract takes effect and whose obligation cannot be cancelled or can only be cancelled by giving rise to damages. If the damages are less, only the amount of these damages is due.

17.3: The STATE may terminate the contract if the INSTITUTE(S) fail(s) to comply with its provisions. The decision to terminate is taken by the Minister of Science Policy on the proposal of the President of the SERVICE and notified by the latter to the INSTITUTE(S) via the COORDINATOR. This notification must be reasoned and sent by registered mail. The termination is effective on the date of notification of the decision. In this case, the STATE is not obligated to fund any expenses incurred subsequent to the date on which the termination of the contract takes effect, nor is it obligated to make any payment for the termination itself.

When a part of the NETWORK fails, but the other INSTITUTE(S) of the NETWORK consider(s) that it/they can continue the PROJECT without that/those INSTITUTE(S), the STATE may decide to exclude the defaulting INSTITUTE(S), in accordance with this same procedure.

ARTICLE 18: CIVIL LIABILITY AND ADMINISTRATIVE PROCEDURES

18.1: The STATE will in no event be liable for any damage to property or the environment resulting directly or indirectly from any activity conducted in the performance of the contract or from any technique, process, method or other form of application derived in whole or in part from knowledge gained in the performance of the PROJECT.

18.2: The INSTITUTE(S), insofar as it/they is/are concerned, guarantee(s) the STATE against any action for damages brought by third parties as a result of the damages referred to in 18.1.

18.3: Nothing in the contract relieves the INSTITUTE(S) of ensuring compliance with the administrative procedures required by the law or regulations for activities conducted under the contract.

The performance by the STATE of its obligations under the contract may be suspended pending the successful completion of the applicable administrative procedure (e.g. the granting of a permit or authorisation).

The STATE cannot be held liable for the consequences of the refusal notified to the INSTITUTE(S) by the competent authority.

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