

General cooperation agreement between the European Commission and the Marie Curie Alumni Association

Article 1 — Purpose

1.1 The purpose of this Agreement is to establish a binding cooperation framework between the European Commission (EC) and the Marie Curie Alumni Association (MCAA) and to define rights and obligations for both parties.

1.2. The MCAA does not have any own sources of funding other than through the contract between the EC and the contractor referred to it in this document. Without prejudice to the provisions of the Articles of the Association (AoA) MCAA¹, EC will support and contribute to the development of the activities of MCAA through contracting services via the call for tender ² referred to it in this document. The contractor shall execute the tasks assigned to it in accordance with the procurement documents annexed to the contract³.

ARTICLE 2 – Entry into force and duration

2.1. The agreement shall enter into force on the date on which it is signed by the last party⁴.

2.2. The duration of its implementation is established for the duration of the contract to be signed upon the completion of the call for tenders EAC/33/2015.

ARTICLE 3 – Cooperation framework between EC and MCAA

3.1. All members of the MCAA have been or may still be beneficiaries of Marie Skłodowska-Curie actions according to Article 11 of the AoA. They are of special interest to the EC as a group which may serve the purpose of enhancing the reputation of the EC's Marie Skłodowska-Curie actions and as a unique group from which the EC can obtain useful information about the effectiveness of the programme Horizon 2020.

¹ The Articles of Association of the MCAA can be found here: <https://www.mariecuriealumni.eu/statutes>

² Call for tenders EAC/33/2015

³ During the implementation period of the contract, the contractor has as tasks to actively support and assist the operation and development of the MCAA according to *Article I.2. – Subject matter*, Special conditions of the contract.

⁴ As a rule the European Commission signs last. In this case, the MCAA should be duly informed of the date on which the agreement enters into force (date of signature by the European Commission).

3.2. All decisions of the MCAA are taken by the association itself, specifically by its Executive Committee (ExCom) or by the Board or by the General Assembly according to Article 8 of MCAA's Articles of Association. The MCAA benefits from EC assistance (in the form of this contract) and the EC benefits from easy and fast access to its members.

3.3. The EC has two seats on the ExCom and on the Board according to Article 8 of the AoA and is therefore a core part of the MCAA. As EC has no voting rights, the **decision making role** related to the approval of any service or of any deliverable by the EC is defined in the following procedure:

I. Approval of services'

- ✓ The **EC shall be informed in due time**⁵ by the contractor and MCAA with regard to the draft annual work programme, to other regular scheduled services, to the draft 4 years horizon plan and to other ad-hoc requests of the MCAA (services provided by the contractor). They shall be submitted to the EC, after their prior approval by the ExCom of the MCCA
- ✓ The EC **shall approve or reject and decide**⁶ with regard to the range, the opportunity/way to use the services provided for in the contract and their cost-efficiency.

II. Approval of deliverables

- ✓ At the moment of the submission of the inception, interim and final reports by the contractor, EC will consult MCAA with regard to the level of satisfaction of the association derived from the execution of the contract, since the MCAA is the beneficiary of the services provided for in the contract. In this respect EC will be able to check the value for the money of the achieved outputs in accordance with the approved work programme (or with the accepted triggering event) and approve the proportionate payment subject to the provisions of the draft contract- Article I.5 special conditions.

ARTICLE 4 – Role of the contractor

⁵ The tender specifications regulate the implementation timeframe of the contract (in this respect the deadlines for submitting documents/decisions for EC's approval and the period EC has to take a decision)

⁶ EC may propose any changes, modifications and decide on the opportunity of the activities

4.1. There is **no contractual relationship between MCAA and the contractor, only between the EC and the contractor.**

4.2. The contractor has as tasks to provide services to the MCAA, as defined in the contract⁷ to be signed with the Commission, The main tasks will include:

- ✓ To support the work and the functioning of the MCAA both administratively and creatively;
- ✓ To prepare an annual draft work programme (for each contractual period of 12 months) and 4 year horizon plan;
- ✓ To provide micro-financing for WGs and CHs or micro-grants to members⁸;
- ✓ To maintain, expand and improve the web presence and web-based functions and services of the MCAA, including its membership database’;
- ✓ To publish a quarterly MCAA newsletter;
- ✓ To perform surveys;
- ✓ To reply to ad-hoc requests by the EC for the provision of information about MCAA;
- ✓ To provide ad-hoc judicial consultancy to MCAA.

I. Approval of services

Subject to the provisions of the complete chapter 2.3.1 of the tender specifications⁹ to the call for tenders referred to it in this document, a draft annual work programme of the MCAA, covering the next 12 months period, shall be submitted by the contractor to the Governance of the MCAA and to the EC for approval. This annual plan will contain specific objectives and activities with their corresponding timelines and will include a detailed methodology and description of each task/activity and the man/days required per activity.

⁷ "The contractor shall comply with the contractual obligations established in the procurement documents annexed to the contract, specifically the contractor shall continuously provide services to the ExCom, the Board and the members of the MCAA and to the EC and provide administrative, organisation, technical, secretarial, managerial, legal and financial services to the MCAA according to its articles of association and the decisions of the ExCom and the Board and also creative support, content and assistance to the MCAA."

⁸ Compliance with Article 137 of the Financial Regulation applicable to the general budget of the Union and Article 210 of its rules of application, has to be ensured, as stipulated as well in the tender specifications, chapter 2.3.1.8.

⁹ Annex to the contract (to be) signed between the EC and the contractor

Moreover, according to chapter 2.3.1.21 of the tender specifications to the call for tenders EAC/33/2015, the contractor shall submit as well a long term plan with a 4 –year horizon to the Governance of the MCAA and to the EC for approval. These plans shall be submitted to the EC, with the prior approval of the ExCom, in a preliminary version with the yearly interim reports and in a final version with the yearly final reports.

II. Approval of deliverables

The inception, the interim and final reports shall comply with the provisions stipulated in chapters 2.6. to the tender specifications annexed to the call for tenders EAC/33/2015. Therefore they shall cover also **all the activities** carried out during the contract period and the budget implementation. As stipulated in the draft contract, EC will have 60 calendar days to approve the reports from the date they have been received and within this period the EC will consult MCAA as well on the quality of the provided services by the contractor.

ARTICLE 5 – Practical collaboration

MCAA will have established a functional mailbox through which all the correspondence will be transmitted. At the same time, the EC will provide as well its own functional mailbox for the implementation of the trilateral cooperation between the MCAA, the EC and the contractor.

ARTICLE 6 – Dispute resolution in cases of poor performance by the contractor

The MCAA shall immediately and on its own initiative record any instances of lack of cooperation with the contractor and report it in writing to the European Commission. Chapter II.6 of the draft contract - to the call for tenders EAC/33/2015 establishes the framework for handling issues of poor performance by the contractor. In the case of serious non-performance or negligence by the contractor, the European Commission will be immediately informed by the MCAA. According to the provisions of the draft contract, the EC will decide to apply penalties, to suspend or to terminate the contract.

ARTICLE 7 – Procedure for lack of cooperation between MCAA and the contractor.

The contractor shall immediately and on its own initiative record any instances of lack of cooperation from MCAA and report in writing to the European Commission.

This report shall include a description of the problem, the date on which it started and any remedial action taken by the contractor to ensure full compliance with its obligations under this contract. The extent and impact of the lack of cooperation is to be determined by the European Commission only, after having heard both the contractor and the MCAA.

The European Commission will seek solutions together with the contractor and the MCAA, to avoid poor performance or lack of performance.

If after the procedure established above, no solution is found, it may occur as a consequence that some of the tasks requested have not been performed due to the established lack of cooperation from the MCAA. As stipulated in the draft contract, the contractor must take all appropriate measures to minimise costs, prevent damage and cancel or reduce its commitments. The European Commission, in order to avoid penalising the contractor, shall fix the amount to be paid to the contractor, taking into account the costs already incurred by it.¹⁰ Nevertheless, as stipulated in Article II.17.2. General conditions to the draft contract, the contractor is not entitled to compensation for suspension of any part of the contract.

ARTICLE 8 – Amendment

8.1 Any amendment to the agreement shall be made in writing and may only enter into force upon the signature by the last party.

ARTICLE 9 – Applicable law and settlement of disputes

9.1. The agreement shall be governed by Union law, complemented, where necessary, by the law of Belgium.

9.2. Any dispute between the parties in relation to the interpretation, application or validity of the agreement which cannot be settled amicably shall be brought before the courts of Brussels.

ARTICLE 10 – Termination by either party

Either party may terminate the agreement by formally notifying the other party by giving three months' notice.

For the MCAA

Name

Position

Signature

Date

For the European Commission

Name

Position

Signature

Date

¹⁰ Article II.18.4 - general conditions to the draft contract

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