

WRITTEN QUESTION E-2165/03
by Vitaliano Gemelli (PPE-DE)
to the Commission

Subject: Contractual rules of the fifth scientific and technological research programme

The fifth scientific and technological research programme is based on a number of contractual rules which at times are couched in excessively general terms and in some cases are so vague as regards their substance that they fail to provide legal certainty or protect contracting parties, which are often vulnerable to mistreatment and complete latitude of interpretation on the part of the Commission. The Commission is thus behaving improperly towards other contracting parties.

In particular, for the purposes of administering payments for the CRAFT projects, the Commission refers to Article 3 of Annex II to the contract, the substance of which is very vague. The article in question stipulates that, whenever a periodic payment is made, an amount corresponding to a portion of the advance will be recovered, the total of which is calculated on the basis of the relationship between eligible costs and expenditure for the period in question.

That being the case, can the Commission therefore say why, without laying down specific criteria or notifying them to the other contracting party (which is not allowed to alter the text of the article), at the time of an intermediate payment, it automatically recovers, 'according to its practice,' 40% of the advance granted to a consortium when a contract was concluded, causing particular inconvenience to public research institutes, which cannot use their own resources in anticipation of the money that they should receive under a contract from the Commission?

Can it also say what steps it will take to ensure that such improper behaviour does not continue under the sixth framework programme and to protect parties with which it enters into contracts?