



# **The Mama Contract** **Selected “Highlights”**

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# The Mama Contract

**The Mama Project is carried out under a contract between the European Commission and the IMC (*the principal contractor*)**

**The contract consists of:**

- 1. The contract itself;**
- 2. The indicative breakdown of estimated eligible costs;**
- 3. The Description of Work (Annex 1)**
- 4. The General Conditions (Annex 2)**
- 5. Membership Agreements**





## Selected Definitions

(See the General Conditions for the full list)

**"Principal contractor"** means a legal entity, an international organisation, or the Joint Research Centre (JRC), which has concluded this contract with the Community. [ For MAMA the principal contractor is the IMC, Italy].

**"Member"** means a legal entity, an international organisation, or the JRC, which has concluded a membership agreement signed with a *principal contractor* in agreement with the Community and in accordance with this contract and having, by virtue of that membership agreement, the same rights and obligations as the *principal contractor* unless the former stipulates otherwise.

**"Participants"** means the principal contractor and the members.

**"Membership agreement"** means the agreement concluded between the *participants* for the specific needs of the project in accordance with the conditions of this contract.





## Article 1 of the Contract - Scope

The *principal contractor* shall carry out the work set out in *the Description of Work*.

Subject to cases of *force majeure*, the *principal contractor* shall use reasonable endeavours to achieve the results aimed at by the project.

“*Force majeure*” means any unforeseeable event that cannot be overcome which affects the carrying out of the project by one or more *participants*.

I.e. – The contract can only be extended under very special circumstances.





## Article 1 of the Contract - Scope

The *principal contractor* may entrust part of the work set out in the *Description of Work* to *members*. *Members* shall use reasonable endeavours to carry out the part of the work that is specifically assigned to them.

The *principal contractor* shall be technically and financially responsible for the *members* in accordance with the terms and conditions set out in certain Articles of Annex II contract and in the *membership agreements*.





## Article 5 of Annex II - *Membership agreements*

The *principal contractor* shall conclude a *membership agreement* with **each** of the *members*. No *member* may enjoy the benefits of this contract until that organisation's *membership agreement* has entered into force.

### Entry into force of the membership agreement

**Subject to signature** of the *membership agreement* on behalf of the parties **within three months of the date of commencement of the basic contract, the agreement shall enter into force retroactively from the date of commencement of the basic contract.**

If the *membership agreement* **is signed** on behalf of the parties **three months after the date of commencement of the basic contract, the agreement shall enter into force from the date of the last signature.**





## Estimated costs and maximum financial contribution of the European Community (EC)

*The total estimated eligible costs of  
the MAMA Project are 2,369998 Euro.*

This is the maximum contribution that the EC can make.

**An increase in the MAMA budget is not possible.**

The guarantee retention shall be 15% of the maximum amount and will only be paid once all elements of the Final Report have been accepted by the Commission.





## Project deliverables - Reports

Every 6 months the Co-ordinator will submit a **Management Progress Report (MPR)**.

The MPR will report on the actual progress of the project in comparison with that anticipated in this Description of Work.

The MPR, will be sent to the Commission **within one month** of the end of the period covered by the report.







## Project deliverables - Reports

Every 12 months the project will submit a **Scientific and Technical Progress Report** in addition to the management report.

The Scientific and Technical Report will describe the scientific and technical progress made in the project during the previous 12 months.

The periodic **Cost Statements** for the previous 12 months will also be sent to the Commission at the same time

The Scientific and Technical Progress Report and the Cost Statements will be submitted within two months of the end of the period covered by the report.





## Project deliverables – Cost Statements

The **cost statements** shall be expressed **in euro** and in the currency used in the accounting of the *participant*.

The euro conversion and exchange rates shall be the rates published by the Commission on the first working day of the month following the period covered by the cost statement concerned.

No account shall be taken of exchange rate gains or losses between the time of establishment of the cost statement and the receipt of the corresponding payment.





## Project deliverables – Cost Statements

Each *member* shall submit a cost statement to the *principal contractor* in the format specified in part E-1 of the General Conditions.

*Participants* that do not receive a financial contribution from the Community are only required to submit a description of the efforts deployed and the resources used in order to carry out the *project*.





## Project deliverables – Subcontracts

Before placing any **new** subcontract that is not already specified in the Description of Work, please contact the *principal contractor* (IMC)

The *principal contractor* will seek approval from the Commission for this subcontract.

Please note that **for all subcontracts**, the *participants* must ensure that *subcontracts* include an obligation:

- for the *subcontractors* to **submit invoices** making reference to the *project* and **giving details of the service or supply concerned;**
- to submit to audits.





## Project deliverables – Cost Statements

The *principal contractor* is authorised to transfer the budget between the categories of *eligible costs* set out in the table of the *indicative (estimated) eligible costs* attached to the contract.

To do this the *principal contractor* **must**:

➤ inform the Commission of such transfer (see Annex II for full details)

**and**

➤ certify that the total amounts successively transferred do not exceed 20% of the amount allocated to the cost category in the table of the *indicative eligible costs*.

**Any other properly substantiated transfer shall require the prior written approval by the Commission.**





## Project deliverables – Cost Statements

### Personnel costs:

Personnel costs can only include the administrative, management and coordination costs for the *project* and the preparation of reports.

These costs can only cover the **actual hours worked** on the *project* by personnel **directly hired** by the *participant*.

These costs shall not include costs related to research work by the above mentioned personnel.





# Project deliverables – Cost Statements

## Personnel costs:

**All** the **working time** charged to the contract **must** be **recorded** throughout the *duration of the project* and be **certified at least once a month** by the person in charge of the work, or by the duly authorised financial officer of the *participant*.





## Project deliverables – Cost Statements

### Travel and subsistence

**Actual** travel and related subsistence costs for personnel working on the *project* may be charged to the contract.

The **prior agreement** of the Commission is required for any travel to a destination **outside** the EU, the *Associated States* or a country where a *participant in the MAMA project* is established.

Note, agreement for such travel is very limited







## Amendments

The contract, including the Annexes, (e.g. Description of Work), may be amended only by written agreement between the authorised representatives of the *contracting parties*.

A verbal agreement will not be considered as binding on the *contracting parties*.

Any request for amendment must be received by the Commission at least two months before the expiry of the *duration of the project*.





## Conclusion

- These slides give a **summary** of the terms and conditions of the MAMA contract. For the actual details please consult the Contract and Annexes.
- If you have any difficulties or problems **always** consult the Co-ordinator
- Please do this quickly. Do not let small difficulties develop into large problems
- Messages can also be copied to me, so that I can assist the Co-ordinator and the participants as soon as possible.





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## Conclusion

The European Community is delighted to be able to support the MAMA Project.

The Mediterranean region has a long and noble history, with a wonderful cultural and artistic heritage.

The MAMA Project, together with the activities of MedGOOS, now provides science with an opportunity to contribute to the peaceful development of services that will be of great benefit to the citizens of the Mediterranean basin.

The Commission wishes all of the participants in MAMA every success and will do all that is can to assist the MAMA Project to reach a successful conclusion.

