



EUROPEAN COMMISSION
RESEARCH DIRECTORATE-GENERAL

Directorate B - Structuring the European Research Area
The Director *f.f.*

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Registered with acknowledgement of receipt

Dr. Francois GOUNAND
Director of DSM
Commissariat à l'Energie Atomique- CEA
31-33 rue de la Federation
F-75752 Paris - cedex 15
FRANCE

**Subject: Amendment No. 01 to Contract No. RII3-CT-2003-506395
- Project "CARE"
Your letters requesting amendment dated 22/10/04, 14/12/04 and 17/01/05**

Dear Dr. Gounand,

With reference to the above letters, this is to inform you that the Commission agrees to your requests to modify the contract as follows:

Modification of the frequency of submission of the audit certificates

Article 7.2 of the contract is modified as follows:

Reports referred to in Article II.7.3 shall be submitted at the latest 45 days after the end of the following periods:

P2: covering reporting periods from month 1 to month 24

P5: covering reporting periods from month 25 to the last month of the *project*

Modification of the payment modalities

Article 8. 2(b) of the contract is modified as follows:

- within 45 days following approval by the *Commission* of the reports relating to each reporting period:

If an audit certificate has been submitted:

- i) a payment to settle the amounts justified and accepted during the reporting period; and
- ii) an intermediate *pre-financing* of 80% of the estimated *Community* financial contribution corresponding to the subsequent period and the first six months of the period following, indicated in the table of estimated breakdown of costs for this period in Annex I.

Where the amount justified and accepted for the reporting period is less than the *pre-financing* already paid to the *consortium*, that part of the *pre-financing* is re-qualified as a payment and the *Commission* shall deduct the difference from the subsequent *pre-financing*.

Where the amount justified and accepted for the reporting period is more than the *pre-financing* already paid to the *consortium*, the *pre-financing* is re-qualified as a payment and the *Commission* shall add the difference as a complementary payment at the time of the payment of the subsequent *pre-financing*.

If an audit certificate has not been submitted:

- i) an intermediate *pre-financing* of 80% of the estimated *Community* financial contribution corresponding to the subsequent period and the first six months of the period following, indicated in the table of estimated breakdown of costs for this period in Annex I.

Where the amount justified and accepted for the reporting period is less than the *pre-financing* already paid to the *consortium*, the *Commission* shall deduct the difference from the subsequent *pre-financing*.

Where the amount justified and accepted for the reporting period is more than the *pre-financing* already paid to the *consortium*, the *Commission* shall add the difference to the subsequent *pre-financing*, within the limits established by the *Financial Regulation*.

Article 8. 2(d) of the contract is modified as follows:

(d) Any payment at the end of a reporting period accompanied by an audit certificate shall be considered as final, subject to the results of any audit or review, which may be carried out pursuant to the provisions of Article II.29.

Total *pre-financing* may not exceed 80% of the *Community* financial contribution or, where final payments referred to in paragraph d have been effected, of the difference between the *Community* financial contribution and those final payments.

Where less than 70% of a *pre-financing* has been used at the end of a reporting period, and notwithstanding the approval by the *Commission* of the related reports, subsequent intermediate *pre-financing* may be paid only:

- (i) if an audit certificate is provided for that reporting period; or
- (ii) on the basis of a complementary periodic management report referred to in Article II.7.2 b that shall be submitted to the *Commission* once the above-mentioned spending rate has been achieved.

Modification of Annex I

The revised pages numbered "29" and "170" dated 20/01/2005 attached to this letter shall replace the corresponding pages in Annex I to the contract.

All other provisions of the contract and its annexes remain unchanged.



Yours sincerely,

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Robert Jan SMITS