

2.A) International organisations (general rule)

1. Arbitration

a. Any dispute between the *Commission* (“Party”) and (an) *international organisation(s)* (“Party”) acting as *contractor(s)* (collectively referred to in this Article of the *contract* as the “Parties”) relating to the *contract*, which cannot be settled amicably shall be referred to an arbitration committee in accordance with the procedure specified below.

b. When notifying the other Party of its intention to resort to arbitration, the notifying Party shall also inform the other Party of its appointed arbitrator. The second Party shall appoint its arbitrator within one month of that written notification.

The two arbitrators shall, by joint agreement and within three months of the appointment of the second Party’s arbitrator, appoint a third arbitrator who shall be the chairman of the arbitration committee, unless a sole arbitrator is agreed by both Parties.

c. Within one month of the appointment of the third arbitrator, the Parties shall agree on the terms of reference of the arbitration committee, including the procedure to be followed.

d. The arbitration proceedings shall take place in Brussels.

e. The arbitration committee shall apply the terms of the *contract*. The arbitration committee shall set out in the award the detailed grounds for its decision.

f. The arbitral award shall be final and binding upon the Parties, who hereby expressly agree to renounce any form of appeal or revision.

g. The costs, including all reasonable fees expended by the Parties to any arbitration hereunder, shall be apportioned between the Parties by the arbitration committee.

2. Audit certificates

With reference to Article II.26, audit certificates to be provided by an *international organisation* shall be established by its regular internal or external auditor, in accordance with its internal financial regulations and procedures.

3. Controls and audits

The *Commission* shall address any requests for controls or audits pursuant to the provisions of Article II.29, to the Director General of the *international organisation*.

The Parties shall agree in good faith on the conditions and procedures of the control or audit, which shall take into account the intergovernmental status of the *international organisation* and its statutory rules and regulations.

Where the *international organisation* notifies its opposition to the *Commission's* services or its representative(s) carrying out a financial audit, the Parties shall agree within three months of the date of the notification, on the appointment of an independent auditor to perform the financial audit. In such cases, the costs of that audit shall be borne by the *international organisation* and shall not be considered as eligible costs under this *contract*.

Any control or audit shall be carried out on a confidential basis.

[4. Governing law

The law of [country¹] shall govern this *contract*.]

2.A bis) Only for Marie Curie contracts - International organisations (general rule)

1. Arbitration

a. Any dispute between the *Commission* ("Party") and (an) *international organisation(s)* ("Party") acting as *contractor(s)* (collectively referred to in this Article of the *contract* as the "Parties") relating to the *contract*, which cannot be settled amicably shall be referred to an arbitration committee in accordance with the procedure specified below.

b. When notifying the other Party of its intention to resort to arbitration, the notifying Party shall also inform the other Party of its appointed arbitrator. The second Party shall appoint its arbitrator within one month of that written notification.

The two arbitrators shall, by joint agreement and within three months of the appointment of the second Party's arbitrator, appoint a third arbitrator who shall be the chairman of the arbitration committee, unless a sole arbitrator is agreed by both Parties.

c. Within one month of the appointment of the third arbitrator, the Parties shall agree on the terms of reference of the arbitration committee, including the procedure to be followed.

d. The arbitration proceedings shall take place in Brussels.

e. The arbitration committee shall apply the terms of the *contract*. The arbitration committee shall set out in the award the detailed grounds for its decision.

f. The arbitral award shall be final and binding upon the Parties, who hereby expressly agree to renounce any form of appeal or revision.

¹ The law governing the contract shall be either the law of the headquarters of the international organisation or, when there are more than one international organisation in the contract, the law agreed between them. Where the law is that of Belgium or Luxembourg, either agreed by the international organisations or imposed by the Commission as a defaulting rule should they not agree, paragraph 4 is not included.

g. The costs, including all reasonable fees expended by the Parties to any arbitration hereunder, shall be apportioned between the Parties by the arbitration committee.

2. Audit certificates

With reference to [*for Marie Curie monocontractor* Article II.22] [*for Marie Curie multicontractors* Article II.23], audit certificates to be provided by an *international organisation* shall be established by its regular internal or external auditor, in accordance with its internal financial regulations and procedures.

3. Controls and audits

The *Commission* shall address any requests for controls or audits pursuant to the provisions of [*for Marie Curie monocontractor* Article II.25] [*for Marie Curie multicontractors* Article II.26], to the Director General of the *international organisation*.

The Parties shall agree in good faith on the conditions and procedures of the control or audit, which shall take into account the intergovernmental status of the *international organisation* and its statutory rules and regulations.

Where the *international organisation* notifies its opposition to the *Commission's* services or its representative(s) carrying out a financial audit, the Parties shall agree within three months of the date of the notification, on the appointment of an independent auditor to perform the financial audit. In such cases, the costs of that audit shall be borne by the *international organisation* and shall not be considered as eligible costs under this *contract*.

Any control or audit shall be carried out on a confidential basis.

[4. Governing law

The law of [country²] shall govern this *contract*.]

² The law governing the contract shall be either the law of the headquarters of the *international organisation* or, when there are more than one *international organisation* in the contract, the law agreed between them. Where the law is that of Belgium or Luxembourg, either agreed by the *international organisations* or imposed by the *Commission* as a defaulting rule should they not agree, paragraph 4 is not included.