

EUROPEAN COMMISSION
INFORMATION SOCIETY AND MEDIA DIRECTORATE-GENERAL

Research Infrastructures

Combination of Collaborative Project and Coordination and Support Action

NEXPreS

NEXPreS- Novel EXplorations Pushing Robust e-VLBI Services

Grant Agreement Number 261525

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 261525

NEXPreS- Novel EXplorations Pushing Robust e-VLBI Services

Combination of Collaborative Project and Coordination and Support Action

The **European Union** (the "*Union*"), represented by the **European Commission** (the "*Commission*"),

of the **one part**,

and JOINT INSTITUTE FOR V.L.B.I. IN EUROPE (J.I.V.E.), established in OUDE HOOGVEENSEDIJK 4, 7991 PD DWINGELOO - THE NETHERLANDS, represented by Mr Huib VAN LANGEVELDE, Director, or his authorised representative, the *beneficiary* acting as *coordinator* of the *consortium* (the "*coordinator*"), ("*beneficiary n° 1*"),

of the **other part**

HAVE AGREED to the following terms and conditions including those in the following annexes, which form an integral part of this *grant agreement* (the "*grant agreement*").

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| Annex I | - Description of Work |
| Annex II | - General conditions |
| Annex III | - Non applicable |
| Annex IV | - Form A – Accession of <i>beneficiaries</i> to the <i>grant agreement</i> |
| Annex V | - Form B – Request for accession of a new <i>beneficiary</i> to the <i>grant agreement</i> |
| Annex VI | - Form C – Financial statement per funding scheme |
| Annex VII | - Form D – Terms of reference for the certificate on the financial statements and Form E - Terms of reference for the certificate on the methodology |

Article 1 – Accession to the *grant agreement* of the other *beneficiaries*

1. The *coordinator* shall endeavour to ensure that each legal entity identified below accedes to this *grant agreement* as a *beneficiary*, assuming the rights and obligations established by the *grant agreement* with effect from the date on which the *grant agreement* enters into force, by signing Form A in three originals, countersigned by the *coordinator*.

- **STICHTING ASTRONOMISCH ONDERZOEK IN NEDERLAND** established in Oude Hoogeveensedijk 4, 7991PD DWINGELOO - THE NETHERLANDS, represented by Mr Michael Albert GARRETT, General Director and/or Mr Marco DE VOS, Director of R&D and Deputy Director, or their authorised representative ("*beneficiary n° 2*"),

- **ISTITUTO NAZIONALE DI ASTROFISICA** established in Viale del Parco Mellini 84, 00136 ROMA - ITALY, represented by Mr Tommaso MACCACARO, President and/or Ms Luigina FERETTI, Director, or their authorised representative ("*beneficiary n° 3*"),

- **MAX PLANCK GESELLSCHAFT ZUR FOERDERUNG DER WISSENSCHAFTEN E.V.** established in Hofgartenstrasse 8, 80539 MUENCHEN - GERMANY, represented by Mr Karl MENTEN, Executive Director and/or Mr Johann Anton ZENSUS, Director, or their authorised representative ("*beneficiary n° 4*"),

- **THE UNIVERSITY OF MANCHESTER** established in OXFORD ROAD -, M13 9PL MANCHESTER - UNITED KINGDOM, represented by Ms Karen SHAW, Head of the Research Office, or her authorised representative ("*beneficiary n° 5*"),
- **CHALMERS TEKNISKA HOEGSKOLA AB** established in - N/A, 41296 GOETEBORG - SWEDEN, represented by Mr Gunnar ELGERED, Head of Department and/or Mr Hans OLOFSSON, Head of Division, or their authorised representative ("*beneficiary n° 6*"),
- **VENTSPILS AUGSTSKOLA** established in INZENIERU IELA 101, LV3600 VENTSPILS - REPUBLIC OF LATVIA, represented by Mr Janis VUCANS, Rector, or his authorised representative ("*beneficiary n° 7*"),
- **FUNDACION GENERAL DE LA UNIVERSIDAD DE ALCALA** established in Imagen 1-3, 28801 ALCALA DE HENARES - SPAIN, represented by Mr Arsenio Lope HUERTA , Director General , or his authorised representative ("*beneficiary n° 8*"),
- **NORDUNET A/S** established in KASTRUP LUNDGADE 22 1, 2770 KASTRUP - DENMARK, represented by Mr René BUCH, CEO, or his authorised representative ("*beneficiary n° 9*"),
- **SURFnet bv** established in Radboudkwartier 273, 3511 CK Utrecht - THE NETHERLANDS, represented by Mr Kees NEGGERS, Managing Director and/or Mr Erwin BLEUMINK, Managing Director, or their authorised representative ("*beneficiary n° 10*"),
- **INSTYTUT CHEMII BIOORGANICZNEJ PAN** established in NOSKOWSKIEGO 12-14, 61704 POZNAN - POLAND, represented by Mr Wojciech T. MARKIEWICZ, Director of Institute of Bioorganic Chemistry and/or Mr Maciej STROINSKI, Technical Director of PSNC, or their authorised representative ("*beneficiary n° 11*"),
- **DELIVERY OF ADVANCED NETWORK TECHNOLOGY TO EUROPE LIMITED** established in 9400 GARSINGTON ROAD, OXFORD BUSINESS PARK, OX4 2HN OXFORD - UNITED KINGDOM, represented by Mr Dai DAVIES, General Manager and/or Mr Matthew SCOTT, General Manager, or their authorised representative ("*beneficiary n° 12*"),
- **AALTO-KORKEAKOULUSAATIO** established in OTAKAARI 1, 00076 AALTO - FINLAND, represented by Mr Heikki MANNILA, Vice President and/or Mr Martti RAEVAARA, Vice President, or their authorised representative ("*beneficiary n° 13*"),
- **TECHNISCHE UNIVERSITAET MUENCHEN** established in Arcisstrasse 21, 80333 MUENCHEN - GERMANY, represented by Ms Ulrike RONCHETTI, Legal Representative and/or Ms Michaela HÄRING, Legal Representative, or their authorised representative ("*beneficiary n° 14*"),
- **COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION** established in LIMESTONE AVENUE - CAMPBELL na, 2602 CANBERRA - AUSTRALIA, represented by Mr Lewis BALL, Acting Chief and/or Mr Graeme CARRAD, Theme Leader, or their authorised representative ("*beneficiary n° 15*"),

All the *beneficiaries* together form the *consortium* (the "*consortium*").

2. The *coordinator* shall send to the *Commission* one duly completed and signed Form A per *beneficiary* at the latest 45 calendar days after the entry into force of the *grant agreement*. The two remaining signed originals shall be kept, one by the *coordinator* to be made available for consultation at the request of any *beneficiary*, and the other by the *beneficiary* concerned.

3. Should any legal entity identified above, fail or refuse to accede to the *grant agreement* within the deadline established in the previous paragraph, the *Commission* is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the *Commission*, within the time-limit to be fixed by the latter, appropriate solutions to ensure the implementation of the *project*. The procedure established in Annex II for amendments to this *grant agreement* will apply.

4. The *beneficiaries* are deemed to have concluded a *consortium agreement* (the "*consortium agreement*") regarding the internal organisation of the *consortium*.

Article 2 – Scope

The *Union* has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called "NEXPreS- Novel EXplorations Pushing Robust e-VLBI Services (NEXPreS)" (the "*project*") within the framework of the Specific Programme "Capacities" and under the conditions laid down in this *grant agreement*.

Article 3 – Duration and start date of the project

The duration of the *project* shall be **36** months from **01 July 2010** (hereinafter referred to as the "*start date*").

Article 4 – Reporting periods and language of reports

The *project* is divided into reporting periods of the following duration:

- **P1**: from month **1** to month **12**
- **P2**: from month **13** to month **24**
- **Final**: from month **25** to the last month of the *project*

Any report and deliverable, when appropriate, required by this *grant agreement* shall be in **English**.

Article 5 – Maximum *Union* financial contribution

1. The maximum financial contribution of the *Union* to the *project* shall be **EUR 3,500,000 (THREE MILLION FIVE HUNDRED THOUSAND EURO)**. The actual financial contribution of the *Union* shall be calculated in accordance with the provisions of this *grant agreement*.
2. Details of the financial contribution of the *Union* are contained in Annex I to this *grant agreement* which includes:
 - a table of the estimated breakdown of budget and financial contribution of the *Union* per activity to be carried out by each of the *beneficiaries* under the *project*. *Beneficiaries* are allowed to transfer budget between different activities and between themselves in so far as the work is carried out as foreseen in Annex I.
3. The bank account of the *coordinator* to which all payments of the financial contribution of the *Union* shall be made is:

Name of account holder: STICHTING JOINT INSTITUTE FOR V L B I IN EUROPE J
I V E INZAKE NEXPRES
Name of bank: FORTIS BANK (NEDERLAND) N.V.
Account reference: NL92FTSB0240376242

Article 6 – *Pre-financing*

A *pre-financing* of **EUR 1,866,667 (ONE MILLION EIGHT HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SEVEN EURO)** shall be paid to the *coordinator* within 45 days following the date of entry into force of this *grant agreement*. The *coordinator* shall distribute the *pre-financing* only to the *beneficiaries* who have acceded to the *grant agreement* and after the minimum number of *beneficiaries* required by the *Rules for Participation* as detailed in the call for proposals to which the *project* is related, have acceded to the *grant agreement*.

Beneficiaries hereby agree that the amount of **EUR 175,000 (ONE HUNDRED SEVENTY-FIVE THOUSAND EURO)**, corresponding to the *beneficiaries'* contribution to the Guarantee Fund referred to in Article II.20 and representing 5% of the maximum financial contribution of the *Union* referred to in Article 5.1, is transferred in their name by the *Commission* from the *pre-financing* into the Guarantee Fund. However, *beneficiaries* are deemed to have received the full *pre-financing* referred to in the first indent and will have to justify it in accordance with the *grant agreement*.

Article 7 – *Special clauses*

The following special clauses apply to this *grant agreement*:

7.1 Special clause n°18 - E-INFRASTRUCTURE ACTIVITIES

Definitions

In addition to those of Article II.1, the following definitions apply to the *grant agreement*:

Connectivity: means a set of one or more circuits allowing for the transmission of full duplex bit streams between defined end points, as specified in Annex I.

Connectivity services: means any other activities as foreseen in Article II.16 to provide *connectivity*.

Financial provisions

As an exception to Article II.16, for the continued provision and upgrading of the required *connectivity services* as specified in Annex I, the maximum reimbursement rate shall be 50% of the total eligible costs.

7.2 Special clause n°19 - LIMITATION OF INDIRECT COSTS FOR INTEGRATING ACTIVITIES/ INFRASTRUCTURES AND PREPARATORY PHASE

Reimbursement of indirect costs related to coordination and support activities, except those related to the management of these activities, is limited to a maximum of 7% of the direct eligible costs relating to these activities, excluding the direct eligible costs for subcontracting and the costs of resources made available by third parties which are not used on the premises of the *beneficiary*.

7.3 Special clause n°27 - BANK ACCOUNT SPECIFICALLY DEDICATED TO THE *PROJECT*

The bank account referred to in Article 5.3 shall be dedicated specifically to the *project*.

- 7.4 Special clause n°39 - OPEN ACCESS (SPECIFIC TO THE THEMATIC AREAS "HEALTH", "ENERGY", "ENVIRONMENT (INCLUDING CLIMATE CHANGE)", "INFORMATION AND COMMUNICATION TECHNOLOGIES" (CHALLENGE 2), AND "SOCIO-ECONOMIC SCIENCES AND THE HUMANITIES", AS WELL AS TO THE ACTIVITIES "RESEARCH INFRASTRUCTURES" (E-INFRASTRUCTURES), AND "SCIENCE IN SOCIETY")

In addition to Article II.30.4, *beneficiaries* shall deposit an electronic copy of the published version or the final manuscript accepted for publication of a scientific publication relating to *foreground* published before or after the final report in an institutional or subject-based repository at the moment of publication.

Beneficiaries are required to make their best efforts to ensure that this electronic copy becomes freely and electronically available to anyone through this repository:

- immediately if the scientific publication is published "open access", i.e. if an electronic version is also available free of charge via the publisher, or
- within 9 months of publication.

- 7.5 Special clause n°9 - *BENEFICIARIES WITH COSTS INCURRED IN RELATION TO THE PROJECT BUT NO EC CONTRIBUTION*

1. Costs incurred by the following *beneficiaries* shall not be taken into consideration for determining the financial contribution of the *Union*:

- FUNDACION GENERAL DE LA UNIVERSIDAD DE ALCALA
- SURFnet bv
- DELIVERY OF ADVANCED NETWORK TECHNOLOGY TO EUROPE LIMITED

2. Part B of Annex II, with the exception of Article II.23, II.25.2 and II.25.3, and any other financial and payment provisions contained in the *grant agreement* do not apply to *beneficiaries* mentioned in the previous paragraph. These *beneficiaries* need not submit, in particular, the reports mentioned in Article II.4.1.c) and II.4.4 and are not subject to financial audits and controls referred to in Article II.22.

3. When providing services or resources to another *beneficiary*, these *beneficiaries* shall be considered as third parties for the purpose of the application of Article II.3 paragraphs c) and d).

Article 8 – Communication

1. Any communication or request concerning the *grant agreement* shall identify the *grant agreement* number, the nature and details of the request or communication and be submitted to the following addresses:

For the *Commission*: European Commission
Information Society and Media
B-1049 Brussels
Belgium

For the *coordinator*: Dr. Huib Jan Langevelde, Van
OUDE HOOGEVEENSEDIJK 4
7991 PD DWINGELOO
The Netherlands

2. For information or documents to be transferred by electronic means, the following addresses shall be used:

For the *Commission*: INFSO-RI-261525@EC.EUROPA.EU

For the *coordinator*: langevelde@jive.nl

3. In case of refusal of the notification or absence of the recipient, the *beneficiary* or the *consortium*, as the case may be, is deemed to have been notified on the date of the latest delivery, if notification to the *coordinator* has been sent to one of the addresses mentioned in paragraphs 1 and 2 and to their legal representative. Other *beneficiaries* are deemed to have been notified if notification has been sent to the address mentioned in Article 1.1.

4. Any communication or request relating to the processing of personal data (Article II.13) shall be submitted, using the address(es) for the *Commission* identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of *RI Operations* Unit.

Article 9 – Applicable law and competent court

The financial contribution of the *Union* is a contribution from the *Union* research budget with the aim to implement the 7th Research Framework Programme (FP7) and it is incumbent on the *Commission* to execute FP7. Accordingly, this *grant agreement* shall be governed by the terms of this *grant agreement*, the European Community and European Union acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other European Community and European Union law and, on a subsidiary basis, by the law of Belgium.

Furthermore, the *beneficiary* is aware, and agrees, that the *Commission* may take a decision to impose pecuniary obligations, which shall be enforceable in accordance with Article 299 of the Treaty on the Functioning of the European Union and Articles 164 and 192 of the Treaty establishing the European Atomic Energy Community.

Notwithstanding the *Commission's* right to directly adopt the recovery decisions referred to in the previous paragraph, the General Court, or on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the *Union* and any *beneficiary* concerning the interpretation, application or validity of this *grant agreement* and the validity of the decision mentioned in the second paragraph.

Article 10 – Application of the *grant agreement* provisions

Any provision of this part of the *grant agreement*, shall take precedence over the provisions of any of the Annexes. The provisions of Annex III shall take precedence over the provisions of Annex II, and both shall take precedence over the provisions of Annex I.

The special clauses set out in Article 7 shall take precedence over any other provisions of this *grant agreement*.

Article 11 – Entry into force of the *grant agreement*

This *grant agreement* shall enter into force after its signature by the *coordinator* and the *Commission*, on the day of the last signature.

Done in two originals in **English**.

For the *coordinator* done at:

Name of the legal entity:

Name of legal representative:

Stamp of the organisation (if applicable):

Signature of legal representative:

Date:

For the *Commission* done at Brussels:

Name of legal representative:

Signature of legal representative:

Date: