

EUROPEAN COMMISSION

DIRECTORATE-GENERAL FOR RESEARCH & INNOVATION

SP4-Capacities

Combination of CP & CSA

Integrating Activities / e-Infrastructures / Preparatory phase

FP7-INFRASTRUCTURES-2011-1

Grant Agreement Number 283883

NMI3-II

Neutron Scattering and Muon Spectroscopy Integrated Initiative

INFRA-2011-1.1.17.

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 283883

PROJECT TITLE NMI3-II

Combination of CP & CSA

Integrating Activities / e-Infrastructures / Preparatory phase

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

and **INSTITUT MAX VON LAUE - PAUL LANGEVIN**, established in 6 Rue Jules Horowitz, GRENOBLE, 38000, France represented by Richard Wagner, General Director of the Insitute and/or Andrew Harrison, Director of science, future general director or their authorised representative, the *beneficiary* acting as "*coordinator*" of the *consortium* (the "*coordinator*"), ("*beneficiary no. 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*").

Annex I - Description of Work

Annex II - General conditions

Annex III - Specific Provisions for Transnational Access Activities

Annex IV - Form A - Accession of *beneficiaries* to the *grant agreement*

Annex V - Form B - Request for accession of a new *beneficiary* to the *grant agreement*

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*.

- **SCIENCE AND TECHNOLOGY FACILITIES COUNCIL**, established in Polaris House North Star Avenue, SWINDON, SN2 1SZ, United Kingdom represented by Ruth Taheri, Commercial Manager and/or Tony Wells, Senior Commercial Manager or their authorised representative ("*beneficiary no. 2*"),
- **TECHNISCHE UNIVERSITAET MUENCHEN**, established in Arcisstrasse 21, MUENCHEN, 80333, Germany represented by Ulrike Ronchetti, Legal Representative and/or Katrin Hörmann, Legal Representative or their authorised representative ("*beneficiary no. 3*"),

- **FORSCHUNGSZENTRUM JUELICH GMBH**, established in Leo-Brandt-Strasse, JUELICH, 52425, Germany represented by Dieter Richter, Head of Juelich Centre for Neutron Sciences (JCNS-1) and/or Ralf Raue, Head of Technology Transfer or their authorised representative ("*beneficiary no. 4*"),
- **PAUL SCHERRER INSTITUT**, established in Villigen, VILLIGEN PSI, 5232, Switzerland represented by Joel Mesot, and/or Kurt Clausen, or their authorised representative ("*beneficiary no. 5*"),
- **HELMHOLTZ-ZENTRUM BERLIN FUR MATERIALIEN UND ENERGIE GMBH**, established in Hahn-Meitner-Platz 1, BERLIN, 14109, Germany represented by Anke-Rita Kaysser-Pyzalla, Scientific Director / Chief Executive and/or Ulrich Breuer, Executive Director Finance and Administration or their authorised representative ("*beneficiary no. 6*"),
- **COMMISSARIAT A L ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES**, established in RUE LEBLANC 25, PARIS 15, 75015, France represented by Yves Caristan, and/or Jean-Paul Duraud, or their authorised representative ("*beneficiary no. 7*"),
- **HELMHOLTZ-ZENTRUM GEESTHACHT ZENTRUM FUR MATERIAL- UND KUSTENFORSCHUNG GMBH**, established in Max-Planck-Strasse 1, GEESTHACHT, 21502, Germany represented by Wolfgang Kaysser, Director and/or Michael Ganss, Director or their authorised representative ("*beneficiary no. 8*"),
- **MAGYAR TUDOMANYOS AKADEMIA KFKI ATOMENERGIA KUTATOINTEZET**, established in KONKOLY THEGE MIKLOS UT 29-33, BUDAPEST, 1525, Hungary represented by Istvan Vidovszky, and/or Akos Horvath, or their authorised representative ("*beneficiary no. 9*"),
- **SZILARDTESTFIZIKAI ES OPTIKAI KUTATOINTEZETE - MAGYAR TUDOMANYOS AKADEMIA**, established in Konkoly Thege M. Street 29-33, BUDAPEST, 1525, Hungary represented by Agnes Buka, and/or Valeria Budean-Matyus, Financial Deputy Director or their authorised representative ("*beneficiary no. 10*"),
- **IZOTOPKUTATO INTEZET - MAGYAR TUDOMANYOS AKADEMIA**, established in Konkoly Thege M. 29-33, BUDAPEST, 1121, Hungary represented by Laslo Wojnárovits, and/or Karoly Lazar, or their authorised representative ("*beneficiary no. 11*"),
- **TECHNISCHE UNIVERSITEIT DELFT**, established in Stevinweg 1, DELFT, 2628 CN, Netherlands represented by THJJ van der Hagen, and/or M. Waas, or their authorised representative ("*beneficiary no. 12*"),
- **NUCLEAR PHYSICS INSTITUTE OF THE ASCR VVI**, established in Husinec - Řež 130, REZ - PRAHA, 25068, Czech Republic represented by Jan Dobes, and/or Petr Lukas, or their authorised representative ("*beneficiary no. 13*"),
- **CONSIGLIO NAZIONALE DELLE RICERCHE**, established in PIAZZALE ALDO MORO 7, ROMA, 00185, Italy represented by Alberto Morgante, or his authorised representative ("*beneficiary no. 14*"),
- **Københavns Universitet**, established in Nørregade 10, KØBENHAVN K, 1017, Denmark represented by Joergen Honoré, Direktor and/or Anna Haldrup, or their authorised representative ("*beneficiary no. 15*"),

- **DANMARKS TEKNISKE UNIVERSITET**, established in Anker Engelundsvej 1, Building 101A, KONGENS LYNGBY, 2800, Denmark represented by Claus Nielsen, Director and/or Lars Pallesen, Rektor or their authorised representative ("*beneficiary no. 16*"),
- **UNIVERSIDAD DE ZARAGOZA**, established in CALLE PEDRO CERBUNA 12, Zaragoza, 50009, Spain represented by Jose Ramon Beltran Blazquez, and/or Manuel Jose Lopez-Perez, or their authorised representative ("*beneficiary no. 17*"),
- **EUROPEAN SPALLATION SOURCE ESS AB**, established in STORA ALGATAN 4, LUND, 22100, Sweden represented by Colin Carlile, or his authorised representative ("*beneficiary no. 18*"),

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 *Neutron Scattering and Muon Spectroscopy Integrated Initiative (NMI3-II)* (the "*project*") within the framework of the *SP4-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 48 months from 1st February 2012 (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 18
- P2: from month 19 to month 36
- P3: from month 37 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 financial contribution of *the Union*

1. The maximum financial contribution of *the Union* to the *project* shall be EUR 13,349,994.30 (*thirteen million three hundred and forty nine thousand nine hundred and ninety four EURO and thirty cents*). 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: ILL-NMI3

Name of bank: Banque Rhones-Alpes

Account reference: FR7610468024892849810020211

Article 6 - Pre-financing

A *pre-financing* of EUR 8,009,996.58 (*eight million nine thousand nine hundred and ninety six EURO and fifty eight cents*) 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 667,499.72 (*six hundred and sixty seven thousand four hundred and ninety nine EURO and seventy two cents*), 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*:

Special clause 5

1. A *project* review shall be held at a mid-term stage.

2. At least two months before the date of the review the *Commission* shall communicate to the *consortium* in accordance with Article 8, the modalities of the *project* review, including, where appropriate, any meeting it may propose to convene and that it may request the *consortium* to organise.

Costs incurred by the *consortium* in relation to the *project* review shall be eligible under the activity referred to in Article II.16.5.

3. The *project* review shall be made on the basis of the satisfactory completion of due deliverables, milestones listed in Annex I as well as on the progress reported in the periodic report for the period considered.

Special clause 19

Reimbursement of indirect costs related to coordination and support activities, except those related to the management of these activities, are 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*.

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
Directorate-General for Research & Innovation
RTD/B/3
B-1049 Brussels, Belgium

For the *coordinator*: Miriam Förster
INSTITUT MAX VON LAUE - PAUL LANGEVIN
TOF
6 Rue Jules Horowitz
GRENOBLE 38000
France

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

For the *Commission*: RTD-INFRA-GA@ec.europa.eu

For the *coordinator*: forster@ill.fr

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 Unit of RTD/B/3.



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 GRENOBLE

For the *Commission* done at Brussels

INSTITUT LAUE - LANSEVIN

Name of the legal entity

DIRECTOR GENERAL

RICHARD WAGNER

Name of the legal representative

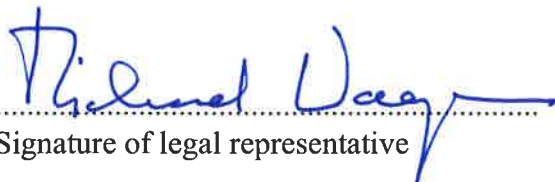
~~Institut Max von Laue - Paul Langevin~~

B.P. 156

38042 GRENOBLE Cedex 9 - FRANCE

Tel 04 78 20 71 11

Stamp of the organisation (if applicable)




Signature of legal representative

23/08/2011

Date

QUINTARD

Name of the legal representative



Signature of legal representative

16/12/11

Date