

COMMISSION OF THE EUROPEAN COMMUNITIES

SP4-Capacities

Combination of CP & CSA

Integrating Activities / e-Infrastructures / Preparatory phase

RadioNet-FP7

Advanced Radio Astronomy in Europe

Grant Agreement Number 227290

FP-INFRASTRUCTURES-2008

CM

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 227290

PROJECT TITLE RadioNet-FP7

Combination of CP & CSA

Integrating Activities / e-Infrastructures / Preparatory phase

The European Community (the "Community"), represented by the Commission of the European Communities (the "Commission"),

of the one part,

and STICHTING ASTRONOMISCH ONDERZOEK IN NEDERLAND, established in Oude Hoogeveensedijk 4, DWINGELOO, 7991PD, Netherlands represented by Michael Albert Garrett, General Director and/or Marco De Vos, 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*.

• Institut de Radioastronomie Millimetrique INSTITUT DE RADIOASTRONOMIE MILLIMETRIQUE INSTITUT DE RADIO ASTRONOMIE MILLIMETRIQUE SOCIETE CIVILE* I.R.A.M., established in rue de la piscine 300, Saint-Martin d'Herès, 38406, France represented by Pierre Cox, Director or his authorised representative ("beneficiary no. 2"),

• ISTITUTO NAZIONALE DI ASTROFISICA, established in Viale del Parco Mellini 84, ROMA, 00136, Italy represented by Tommaso Maccacaro, President and/or Giampaolo Vettolani, Director of Department or their authorised representative ("beneficiary no. 3"),

• JOINT INSTITUTE FOR V.L.B.I. IN EUROPE (J.I.V.E.), established in OUDE HOOGEVEENSEDIJK 4, DWINGELOO, 7991 PD, Netherlands represented by Huib Jan Langevelde van, Director and/or Leonid Gurvits, or their authorised representative ("beneficiary no. 4"),

• MAX PLANCK GESELLSCHAFT ZUR FOERDERUNG DER WISSENSCHAFTEN E.V., established in Hofgartenstrasse 8, MUENCHEN, 80539, Germany represented by Karl Menten, Executive director and/or Johann Anton Zensus, Director or their authorised representative ("beneficiary no. 5"),

- **THE UNIVERSITY OF MANCHESTER**, established in OXFORD ROAD, MANCHESTER, M13 9PL, United Kingdom represented by Karen Shaw, Head of the Research Office or her authorised representative ("*beneficiary no. 6*"),
- **CHALMERS TEKNISKA HOEGSKOLA AB**, established in -, GOETEBORG, 41296, Sweden represented by Hans Olofsson, Head of Division and/or Gunnar Elgered, Head of Department or their authorised representative ("*beneficiary no. 7*"),
- **UNIWERSYTET MIKOLAJA KOPERNIKA W TORUNIU**, established in UL. JURIJA GAGARINA 11, TORUN, 87100, Poland represented by Andrzej Tretyn, Vice Rector and/or Slawomir Glowacki, Financial Officer or their authorised representative ("*beneficiary no. 8*"),
- **SCIENCE AND TECHNOLOGY FACILITIES COUNCIL**, established in Polaris House North Star Avenue, SWINDON, SN2 1SZ, United Kingdom represented by Gary Robbins, Head of Corporate and Commercial Affairs and/or Gary Davis, Director or their authorised representative ("*beneficiary no. 9*"),
- **STICHTING SRON NETHERLANDS INSTITUTE FOR SPACE RESEARCH**, established in Sorbonnelaan 2, UTRECHT, 3584 CA, Netherlands represented by Karel Wakker, Director and/or Roel Gathier, adjunct Director or their authorised representative ("*beneficiary no. 10*"),
- **OBSERVATOIRE DE PARIS**, established in Avenue de l'Observatoire 61, PARIS, 75014, France represented by Daniel Egret, President or his authorised representative ("*beneficiary no. 11*"),
- **UNIVERSITAET ZU KOELN**, established in ALBERTUS-MAGNUS-PLATZ -, KOELN, 50923, Germany represented by Renate Peter, Senior Financial Officer and/or Petra Schreiner-Kaub, Senior Financial Officer or their authorised representative ("*beneficiary no. 12*"),
- **FUNDACION GENERAL DE LA UNIVERSIDAD DE ALCALA**, established in Imagen 1-3, ALCALA DE HENARES, 28801, Spain represented by Arsenio Lope Huerta, Director General or his authorised representative ("*beneficiary no. 13*"),
- **TECHNISCHE UNIVERSITEIT DELFT**, established in Stevinweg 1, DELFT, 2628 CN, Netherlands represented by Karel Luyben, Dean of the faculty and/or Hans Krul, Secretary General of TU Delft or their authorised representative ("*beneficiary no. 14*"),
- **EUROPEAN SOUTHERN OBSERVATORY - ESO EUROPEAN ORGANISATION FOR ASTRONOMICAL RESEARCH IN THE SOUTHERN HEMISPHERE**, established in Karl-Schwarzschild-Strasse 2, GARCHING, 85748, Germany represented by Tim de Zeeuw, Director General and/or Steven Mallaband, Head, Contracts & Procurement or their authorised representative ("*beneficiary no. 15*"),
- **Korea Astronomy and Space Science Institute**, established in Whaam-dong 61-1, Daejoen, 305-348, Korea (Republic of) represented by Bong Won Sohn, Senior Research Staff and Associate Professor or his authorised representative ("*beneficiary no. 16*"),
- **UNIVERSITA DEGLI STUDI DI ROMA TOR VERGATA**, established in VIA ORAZIO RAIMONDO 18, ROMA, 00173, Italy represented by Alessandro Finazzi Agro, Rector of the University of Roma Tor Vergata or his authorised representative ("*beneficiary no. 17*"),
- **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE**, established in The Old Schools, Trinity Lane, CAMBRIDGE, CB2 1TN, United Kingdom represented by Martin Reavley, Director and/or Edna Murphy, Deputy Director or their authorised representative ("*beneficiary no. 18*"),
- **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD**, established in University Offices, Wellington Square, OXFORD, OX1 2JD, United Kingdom represented by Linda Polik, European Advisor and/or Phil Clare, Associate Director or their authorised representative ("*beneficiary no. 19*"),
- **UNIVERSITE DE BORDEAUX I**, established in 351 Cours de la Liberation, TALENCE, 33405, France represented by Alain Boudou, President and/or Jean Baptiste Verlhac, Vice President Conseil d'administrartion or their authorised representative ("*beneficiary no. 20*"),

- **VENTSPILS AUGSTSKOLA** , established in INZENIERU IELA 101, VENTSPILS, LV3600, Latvia represented by Janis Vucans, Rector and/or Aleksandrs Dupats, Vice rector or their authorised representative ("*beneficiary no. 21*"),
- **TEKNILLINEN KORKEAKOULU** , established in Otakaari 1, ESPOO, 02015, Finland represented by Matti Pursula, Rector and/or Outi Krause, Vice-Rector or their authorised representative ("*beneficiary no. 22*"),
- **Associated Universities, Inc. / National Radio Astronomy Observatory**, established in 520 Edgemont Road 520, Charlottesville, 22903, United States represented by Patrick Donahue, Contracts Procurements Manager and/or Theodore Miller, Obs.Business Services Manager or their authorised representative ("*beneficiary no. 23*"),
- **UNIVERSITE D'ORLEANS**, established in CHATEAU DE LA SOURCE, ORLEANS CEDEX 2, 45067, France represented by Gerald Guillaumet, Chancellor of the University or his authorised representative ("*beneficiary no. 24*"),
- **FRAUNHOFER-GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V**, established in Hansastrasse 27C, MUENCHEN, 80686, Germany represented by Ruediger Dornier, Head of Department and/or Andrea Zeumann, EU Project Officer or their authorised representative ("*beneficiary no. 25*"),
- **NATIONAL RESEARCH FOUNDATION**, established in Meiring Naude Road Brummeria, PRETORIA, 0001, South Africa represented by Roy Booth, Managing Director or his authorised representative ("*beneficiary no. 26*"),

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 operation and management of the *consortium*.

Article 2 - Scope

The *Community* has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *Advanced Radio Astronomy in Europe (RadioNet-FP7)* (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 36 months from 1st January 2009 (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 the last month of the *project*.

or

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

Article 5 - Maximum *Community* financial contribution

1. The maximum *Community* financial contribution to the *project* shall be EUR 9,999,997.13 (*nine million nine hundred and ninety-nine thousand nine hundred and ninety-seven EURO and thirteen cents*). The actual *Community* financial contribution shall be calculated in accordance with the provisions of this *grant agreement*.

2. Details of the *Community* financial contribution are contained in Annex I to this *grant agreement* which includes:

- a table of the estimated breakdown of budget and *Community* financial contribution 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 *Community* financial contribution shall be made is:

Name of account holder:

Name of bank:

Account reference:

Article 6 - Pre-financing

A *pre-financing* of EUR 5,699,998.36 (*five million six hundred and ninety-nine thousand nine hundred and ninety-eight EURO and thirty-six 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 499,999.86 (*four hundred and ninety-nine thousand nine hundred and ninety-nine EURO and eighty-six cents*), corresponding to the *beneficiaries'* contribution to the Guarantee Fund referred to in Article II.20 and representing 5% of the maximum *Community* financial contribution 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 2

1. Arbitration

a. Any dispute between the *Commission* ("Party") and (an) *international organisation(s)* ("Party") acting as *beneficiary(ies)* (collectively referred to in this Article of the *grant agreement* as the "Parties") relating to the *grant agreement*, 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 *grant agreement*. 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. Certificates on the financial statements and/or on the methodology

With reference to Article II.4.4, certificates on the financial statements and/or on the methodology to be provided by an *international organisation* may be established by its regular internal or external auditor, in accordance with its internal financial regulations and procedures.

3. Controls and audits

The competent bodies of the *European Community* shall address any requests for controls or audits pursuant to the provisions of Articles II.22, to the Director General of the *international organisation*.

The international organisation shall make available to the competent bodies of the *European Community*, upon request, all relevant financial information, including statements of accounts concerning the action, where they are executed by the international organisation or by a subcontractor. In conformity with Article 248 of the Treaty and with the *Financial Regulation* of the *European Community*, the competent bodies of the *European Communities* may undertake, including on-the-spot, checks related to the action financed by the *European Community*.

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

4. Governing law

Notwithstanding the law applicable on a subsidiary basis mentioned in Article 9 this *grant agreement* shall be governed on a subsidiary basis by the law of Germany.

5. Privileges and immunities

Nothing in this *grant agreement* shall be interpreted as a waiver of any privileges or immunities accorded to European Southern Observatory - ESO European Organisation for Astronomical Research in the Southern Hemisphere by its constituent documents or international law.

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 9

1. Costs incurred by the following *beneficiary(ies)* shall not be taken into consideration for determining the *Community* financial contribution:

- Korea Astronomy and Space Science Institute

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 *beneficiary(ies)* mentioned in the previous paragraph. This(ese) *beneficiary(ies)* need not submit, in particular, the reports mentioned in Article II.4.1.c) and II.4.4 and is/are not subject to financial audits and controls referred to in Article II.22.

3. When providing services or resources to another beneficiary, this(ese) beneficiary(ies) shall be considered as (a) third party(ies) for the purpose of the application of Article II.3 paragraphs c) and d).

Special clause 10

1. The following third parties are linked to FUNDACION GENERAL DE LA UNIVERSIDAD DE ALCALA:

- MINISTERIO DE FOMENTO

2. This *beneficiary* may charge costs incurred by the above mentioned third parties in carrying out the *project*, in accordance with the provisions of the *grant agreement*. These contributions shall not be considered as receipts of the *project*.

The third parties shall identify the costs to the *project* *mutatis mutandis* in accordance with the provisions of part B of Annex II of the *grant agreement*. Each third party shall charge its eligible costs in accordance with the principles established in Articles II.14 and II.15. The *beneficiary* shall provide to the *Commission*:

- an individual financial statement from each third party in the format specified in Form C. These costs shall not be included in the *beneficiary's* Form C.
- certificates on the financial statements and/or on the methodology from each third party in accordance with the relevant provisions of this *grant agreement*.
- a summary financial report consolidating the sum of the eligible costs borne by the third parties and the *beneficiary*, as stated in their individual financial statements, shall be appended to the *beneficiary's* Form C.

When submitting reports referred to in Article II.4, the *consortium* shall identify work performed and resources deployed by each third party linking it to the corresponding *beneficiary*.

3. The eligibility of the third parties' costs charged by the *beneficiary* is subject to controls and audits of the third parties, in accordance with Articles II.22 and 23.

4. The *beneficiary* shall retain sole responsibility toward the *Community* and the other *beneficiaries* for the third parties linked to it. The *beneficiary* shall ensure that the third parties abide by the provisions of the *grant agreement*.

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*: --

For the *coordinator*:

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

For the *Commission*: --

For the *coordinator*:

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.03

Article 9 - Applicable law and competent court

The *Community* financial contribution is a contribution from the *Community* 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 *Community* acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other *Community* 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 256 of the Treaty establishing the *European Community* 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 Court of First Instance or, on appeal, the Court of Justice of the European Communities, shall have sole jurisdiction to hear any dispute between the *Community* 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 Dwingeloo

For the *Commission* done at Brussels

Stichting Astron
Name of the legal entity

ROBERT-JAN SMITS
Directeur

Prof. M.A. Garrett
Name of the legal representative

Name of the legal representative

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Signature of legal representative

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Signature of legal representative

8/7/2009
Date

06 AOUT 2009
Date

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