

EUROPEAN COMMISSION
INFORMATION SOCIETY AND MEDIA DIRECTORATE-GENERAL

Research Infrastructures

Coordination and Support Action

e-ScienceTalk

e-ScienceTalk : Supporting Grid and High Performance Computing reporting
across Europe

Grant Agreement Number 260733

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 260733

e-ScienceTalk : Supporting Grid and High Performance Computing reporting across Europe

Coordination and Support Action

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

of the **one part**,

and STICHTING EUROPEAN GRID INITIATIVE, established in SCIENCE PARK 105, 1098XG AMSTERDAM - THE NETHERLANDS, represented by Mr Per OSTER, Chairman of the Council and Executive Board and/or Mr Arnold Johan VAN RIJN, Executive Board Member, or their 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*").

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*.

- **QUEEN MARY AND WESTFIELD COLLEGE, UNIVERSITY OF LONDON** established in MILE END ROAD, E1 4NS LONDON - UNITED KINGDOM, represented by Mr Andrew KEEBLE, Director of Finance & Planning and/or Ms Jan CLARKE, Head of Research Grants Administration, or their authorised representative ("*beneficiary n° 2*"),

- **OLIVIER ANDRE-PIERRE** established in RUE LAFAYETTE 77, 01200 BELLEGARDE SUR VALSERINE - FRANCE, represented by Mr Andre-Pierre OLIVIER, Director, or his authorised representative ("*beneficiary n° 3*"),

- **IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE** established in Exhibition Road, South Kensington Campus, SW7 2AZ LONDON - UNITED KINGDOM, represented by Ms Carole MEADS, Senior Negotiator, European Policy and/or Ms Lynne COX, Director, Research Contracts, or their authorised representative ("*beneficiary n° 4*"),

- **EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH** established in Route de Meyrin 385, 1211 GENEVA 23 - SWITZERLAND, represented by Mr Rolf-Dieter HEUER, Director-General and/or Mr Sergio BERTOLUCCI, Director for Research and Scientific Computing, or their authorised representative ("*beneficiary n° 5*"),

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 "**e-ScienceTalk : Supporting Grid and High Performance Computing reporting across Europe (e-ScienceTalk)**" (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 **33 months from 01 September 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 1,300,000 (ONE MILLION THREE 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: E SCIENCE TALK
Name of bank: ING BANK N.V.
Account reference: NL42INGB0651897076

Article 6 – Pre-financing

A *pre-financing* of **EUR 693,333 (SIX HUNDRED NINETY-THREE THOUSAND THREE HUNDRED THIRTY-THREE 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 65,000 (SIXTY-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°2 - INTERNATIONAL ORGANISATIONS

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 *Union* shall address any requests for controls or audits pursuant to the provisions of Article II.22, to the Director General of the *international organisation*.

The *international organisation* shall make available to the competent bodies of the *Union*, 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 287 of the Treaty on the Functioning of the European *Union* and with the Financial Regulation of the European *Community*, the competent bodies of the European *Union* may undertake, including on-the-spot checks related to the action financed by the *Union*.

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

4. Privileges and immunities

Nothing in this *grant agreement* shall be interpreted as a waiver of any privileges or immunities accorded to EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH by its constituent documents or international law.

7.2 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*.

7.3 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 6 months of publication.

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 Directorate-General
B-1049 Brussels
Belgium

For the *coordinator*: Ms. Catherine Gater
SCIENCE PARK 105
1098XG AMSTERDAM
The Netherlands

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

For the *Commission*: INFISO-RI-260733@EC.EUROPA.EU

For the *coordinator*: catherine.gater@egi.eu

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: