

# **COMMISSION OF THE EUROPEAN COMMUNITIES**

SP4-Capacities

Collaborative project

Collaborative project (generic)

**EUROnu**

**A High Intensity Neutrino Oscillation Facility in Europe**

Grant Agreement Number 212372

FP7-INFRASTRUCTURES-2007-1

# SEVENTH FRAMEWORK PROGRAMME

## GRANT AGREEMENT No 212372

### PROJECT TITLE EUROnu

#### Collaborative project

#### Collaborative project (generic)

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

of the **one part**,

**and SCIENCE AND TECHNOLOGY FACILITIES COUNCIL**, established in Polaris House North Star Avenue, SWINDON, SN2 1SZ, United Kingdom represented by Tony Wells, Senior Sales Contracts Manager and/or Gillian Carr, Contracts Manager 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 - Non applicable

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*.

• **COMMISSARIAT ENERGIE ATOMIQUE CEA**, established in RUE LEBLANC 25, PARIS 15, 75015, France represented by Yves Caristan, Director of DSM and/or Jean-Paul Duraud, Deputy Director of DSM or their authorised representative ("*beneficiary no. 2*"),

• **ORGANISATION EUROPEENNE POUR LA RECHERCHE NUCLEAIRE EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH CERN**, established in Route de Meyrin 385, GENEVA 23, 1211, Switzerland represented by Robert Aymar, Director-General and/or Thierry Lagrange, Head of Finance Department or their authorised representative ("*beneficiary no. 3*"),

• **UNIVERSITY OF GLASGOW**, established in University Avenue, GLASGOW, G12 8QQ, United Kingdom represented by Joe Galloway, Contracts Manager and/or Diane Foster, Contracts Manager or their authorised representative ("*beneficiary no. 4*"),

• **IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE**, established in Exhibition Road, South Kensington Campus, LONDON, SW7 2AZ, United Kingdom represented by Carole Meads, Senior Negotiator, European Policy and/or Lynne Cox, Director, Research Contracts or their authorised representative ("*beneficiary no. 5*"),

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- **CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS**, established in Calle Serrano 117, MADRID, 28006, Spain represented by Rafael Rodrigo, President of CSIC or his authorised representative ("*beneficiary no. 6*"),
- **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS)**, established in Rue Michel-Ange 3, PARIS, 75794, France represented by Michel Spiro, Director of IN2P3 or his authorised representative ("*beneficiary no. 7*"),
- **POLITECHNIKA KRAKOWSKA**, established in Warszawska 24, KRAKOW, 31-155, Poland represented by Kazimierz Furtak, Vice-Rector for Research and Science and/or Malgorzata Kurowska, Finance Manager or their authorised representative ("*beneficiary no. 8*"),
- **UNIVERSITY OF DURHAM**, established in UNIVERSITY OFFICE, DURHAM, DH1 3HP, United Kingdom represented by Paulina Lubacz, Treasurer or her authorised representative ("*beneficiary no. 9*"),
- **ISTITUTO NAZIONALE DI FISICA NUCLEARE**, established in Via Enrico Fermi 40, FRASCATI, 00044, Italy represented by Roberto Petronzio, President or his authorised representative ("*beneficiary no. 10*"),
- **MAX PLANCK GESELLSCHAFT ZUR FOERDERUNG DER WISSENSCHAFTEN E.V.**, established in Hofgartenstrasse 8, MUENCHEN, 80539, Germany represented by Günter Sparn, Representative of the Board of Directors or his authorised representative ("*beneficiary no. 11*"),
- **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD**, established in University Offices, Wellington Square, OXFORD, OX1 2JD, United Kingdom represented by Phil Clare, Head of Contracts and/or Linda Polik, European Advisor or their authorised representative ("*beneficiary no. 12*"),
- **SOFIISKI UNIVERSITET SVETI KLIMENT OHRIDSKI**, established in Dragan Tzankov Blvd 8, SOFIA, 1164, Bulgaria represented by Nedyu Popivanov, Vice-Rector and/or Vassil Kalkandzhiev, Director of the Scientific Research Department or their authorised representative ("*beneficiary no. 13*"),
- **THE UNIVERSITY OF WARWICK**, established in Kirby Corner Road - University House -, COVENTRY, CV4 8UW, United Kingdom represented by Peter Hedges, Director Research Support Services and/or Jane Prewett, Deputy Director, Research Support Services or their authorised representative ("*beneficiary no. 14*"),
- **UNIVERSITE CATHOLIQUE DE LOUVAIN**, established in Place De L'Universite 1, LOUVAIN-LA-NEUVE, 1348, Belgium represented by Bernard Coulie, Rector and/or Armand Spineux, Vice-rector or their authorised representative ("*beneficiary no. 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.

## Article 2 - Scope

The *Community* has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *A High Intensity Neutrino Oscillation Facility in Europe (EUROnu)* (the "*project*") within the framework of the *SP4-Capacities* and under the conditions laid down in this *grant agreement*.

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### Article 3 - Duration and start date of the project

The duration of the *project* shall be 48 months from 1st September 2008 (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
- P3: from month 25 to month 36
- P4: 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 Community financial contribution

1. The maximum *Community* financial contribution to the *project* shall be EUR 4,000,000.00 (*four million EURO*). 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: STFC

Name of bank: Lloyds TSB Bank Plc

Account reference: GB42LOYD30939359005079

### Article 6 - Pre-financing

A *pre-financing* of EUR 1,250,000.00 (*one million two hundred and fifty thousand 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 200,000.00 (*two hundred thousand EURO*), 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 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 10

1. The following third parties are linked to CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS:

- UNIVERSITAT DE VALENCIA
- UNIVERSIDAD AUTONOMA DE MADRID

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*.

5. The following third parties are linked to CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS):

6. 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*.

7. 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.

8. 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 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 Belgium.

### 4. Privileges and immunities

Nothing in this *grant agreement* shall be interpreted as a waiver of any privileges or immunities accorded to Organisation européenne pour la recherche nucléaire -European Organization for nuclear research (CERN) by its constituent documents or international law.

## 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*: Commission of the European Communities  
Research Directorate-General  
RTD.B.03  
B-1049 Brussels, Belgium

For the *coordinator*: Tony Wells  
SCIENCE AND TECHNOLOGY FACILITIES COUNCIL  
Science and Innovation Campus, Rutherford Appleton Laboratory  
Chilton  
Didcot OX11 0QX  
United Kingdom

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

For the *Commission*: Maria.CARVALHO-DIAS@ec.europa.eu

For the *coordinator*: rob.edgecock@rl.ac.uk

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 Swindon

For the *Commission* done at Brussels

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Name of the legal entity

.....  
Name of the legal representative

.....  
Name of the legal representative

.....  
Stamp of the organisation (if applicable)

.....  
Signature of the legal representative

.....  
Signature of the legal representative

.....  
Date

.....  
Date

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## FP7 GRANT AGREEMENT

### ANNEX IV - FORM A - ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT

**COMMISSARIAT ENERGIE ATOMIQUE CEA**, represented for the purpose hereof by Yves Caristan, Director of DSM, and/or Jean-Paul Duraud, Deputy Director of DSM, or her/his/their authorised representative, established in RUE LEBLANC 25, PARIS 15, 75015, France acting as its legal authorised representative, hereby consents to become a *beneficiary* ("*beneficiary no. 2*") to *grant agreement* N° 212372 (relating to *project "A High Intensity Neutrino Oscillation Facility in Europe"*) concluded between the *Commission* of the European Communities and SCIENCE AND TECHNOLOGY FACILITIES COUNCIL established in Polaris House North Star Avenue, SWINDON, SN2 1SZ, United Kingdom and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **COMMISSARIAT ENERGIE ATOMIQUE CEA**, the third being sent to the *Commission* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

COMMISSARIAT ENERGIE ATOMIQUE  
CEA

SCIENCE AND TECHNOLOGY  
FACILITIES COUNCIL

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Name of legal representative(s)

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Name of legal representative(s)

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Signature of legal representative(s)

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Signature of legal representative(s)

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Date

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Date

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Stamp of the organisation

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Stamp of the organisation