

COMMISSION OF THE EUROPEAN COMMUNITIES

SP4-Capacities

Combination of CP & CSA

Integrating Activities / e-Infrastructures / Preparatory phase

MICROKELVIN

EUROPEAN MICROKELVIN COLLABORATION

Grant Agreement Number 228464

FP7-INFRASTRUCTURES-2008-1

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 228464

PROJECT TITLE MICROKELVIN

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 **TEKNILLINEN KORKEAKOULU**, established in Otakaari 1, ESPOO, 02015, Finland represented by Matti Pursula, Rector and/or Outi Krause, Vice-rector 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*.

- **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS)**, established in Rue Michel -Ange 3, PARIS, 75794, France represented by Younis HERMES, Delegee Regional or his authorised representative ("*beneficiary no. 2*"),

- **LANCASTER UNIVERSITY**, established in BAILRIGG, LANCASTER, LA1 4YW, United Kingdom represented by Andrew Neal, Director of Finance and Resources and/or Paul Wellings, Vice-Chancellor or their authorised representative ("*beneficiary no. 3*"),

- **RUPRECHT-KARLS-UNIVERSITAET HEIDELBERG.**, established in Seminarstrasse 2, HEIDELBERG, 69117, Germany represented by Marina Frost, Registrar and/or Norbert Hubert, EU_Research Officer or their authorised representative ("*beneficiary no. 4*"),

- **ROYAL HOLLOWAY AND BEDFORD NEW COLLEGE**, established in EGHAM HILL, EGHAM, SURREY, TW20 0EX, United Kingdom represented by Hitesh Patel, Deputy Head (Research) and/or Tony Greenwood, Director of Research and Enterprise or their authorised representative ("*beneficiary no. 5*"),

- **SCUOLA NORMALE SUPERIORE DI PISA**, established in Piazza dei Cavalieri, 7, Pisa, 56126, Italy represented by Settis Salvatore, President and/or Fabio Beltram, Vice-president or their authorised representative ("*beneficiary no. 6*"),

- **USTAV EXPERIMENTALNEJ FYZIKY SLOVENSKEJ AKADEMIE VIED** , established in WATSONOVA 47, KOSICE, 04001, Slovakia represented by Karol Flachbart, Director and/or Kornel Csach, Deputy director or their authorised representative ("*beneficiary no. 7*"),
- **UNIVERSITAET BASEL**, established in Petersplatz 1, BASEL, 4003, Switzerland represented by Peter Meier-Abt, Vice-Rector Research and/or Antonio Loprieno, Rector of the University of Basel or their authorised representative ("*beneficiary no. 8*"),
- **TECHNISCHE UNIVERSITEIT DELFT**, established in Stevinweg 1, DELFT, 2628 CN, Netherlands represented by Karel Luyben, Dean of the Faculty of Applied Sciences and/or Hans Krul, Secretary General of TUDelft or their authorised representative ("*beneficiary no. 9*"),
- **BLUEFORS CRYOGENICS OY**, established in Puolipäivänkatu 1 C 21, HELSINKI, 00160, Finland represented by Rob Blaauwgeers, Director or his authorised representative ("*beneficiary no. 10*"),
- **UNIVERSITEIT LEIDEN.**, established in Rapenburg 70, LEIDEN, 2311EZ, Netherlands represented by Robert Smailes, Director Leiden University research and innovation Services or his authorised representative ("*beneficiary no. 11*"),
- **PHYSIKALISCH-TECHNISCHE BUNDESANSTALT**, established in Bundesallee 100, BRAUNSCHWEIG, 38116, Germany represented by Manfred Gahrens, Head of Section "Legal Matters" and/or Barbara Tafel, Deputy Head of Section "Legal Matters" or their authorised representative ("*beneficiary no. 12*"),

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 *EUROPEAN MICROKELVIN COLLABORATION (MICROKELVIN)* (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 April 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 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 *Community* financial contribution

1. The maximum *Community* financial contribution to the *project* shall be EUR 4,199,988.50 (*four million one hundred and ninety-nine thousand nine hundred and eighty-eight EURO and fifty 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: Teknillinen korkeakoulu
 Name of bank: Nordea Pankki Suomi Oyj
 Account reference: FI9316603000105075

Article 6 - Pre-financing

A *pre-financing* of EUR 1,847,994.94 (*one million eight hundred and forty-seven thousand nine hundred and ninety-four EURO and ninety-four 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 209,999.43 (*two hundred and nine thousand nine hundred and ninety-nine EURO and forty-three 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 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*: Commission of the European Communities
Research Directorate-General
RTD B03
B-1049 Brussels, Belgium

For the *coordinator*: MIKKO ANTERO PAALANEN
TEKNILLINEN KORKEAKOULU
Low Temperature Laboratory
P.O. Box 5100
Espoo 02015 TKK
Finland

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

For the *Commission*: Maria.Douka@ec.europa.eu

For the *coordinator*: paalanen@neuro.hut.fi

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 B03.

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.

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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 Espoo

For the *Commission* done at Brussels

ROBERT-JAN SMITS
Directeur

.....
Name of the legal entity

.....
Name of the legal representative

Matti Pursula
Rector
Helsinki University of Technology

.....
Name of the legal representative



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



Matti Pursula

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Signature of the legal representative

[Handwritten signature]

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Signature of the legal representative

08.04.2009

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Date

27.05.2009

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Date

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