

COMMISSION OF THE EUROPEAN COMMUNITIES

SP4-Capacities

Combination of CP & CSA

Integrating Activities / e-Infrastructures / Preparatory phase

ILC-HiGrade

**International Linear Collider and High Gradient
Superconducting RF-Cavities**

FP7-INFRASTRUCTURES-2007-1

Grant Agreement Number 206711



SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 206711

PROJECT TITLE ILC-HiGrade

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 STIFTUNG DEUTSCHES ELEKTRONEN-SYNCHROTRON DESY, established in NOTKESTRASSE 85, HAMBURG, 22607, Germany represented by Rolf-Dieter Heuer, Research Director and/or Christian Scherf, Administrative 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 - 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 A L'ENERGIE ATOMIQUE (CEA)**, established in Batiment le Ponant D - 25 rue Leblanc, PARIS, 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*"),

• **EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH**, established in Route de Meyrin, GENEVA 23, 1211, Switzerland represented by Robert Aymar, Director-General and/or Patrick Geeraert, Head of Finance Department or their authorised representative ("*beneficiary no. 3*"),

• **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. 4*"),

• **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. 5*"),



• **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. 6*"),

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 *International Linear Collider and High Gradient Superconducting RF-Cavities (ILC-HiGrade)* (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 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 4,999,937.00 (*four million nine hundred and ninety-nine thousand nine hundred and thirty-seven 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: Deutsches Elektronen-Synchrotron DESY

Name of bank: HSH Nordbank

Account reference: DE79 2105 0000 0303 8000 10

Article 6 - Pre-financing

A *pre-financing* of EUR 1,999,974.80 (*one million nine hundred and ninety-nine thousand nine hundred and seventy-four EURO and eighty 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 249,996.85 (*two hundred and forty-nine thousand nine hundred and ninety-six EURO and eighty-five 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. 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 (CERN) by its constituent documents or international law.

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.B.03
B-1049 Brussels, Belgium

For the *coordinator*: Eckhard Elsen
STIFTUNG DEUTSCHES ELEKTRONEN-SYNCHROTRON DESY
FH1
NOTKESTRASSE 85
HAMBURG 22607
Germany



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

For the *Commission*: daniel.pasini@ec.europa.eu

For the *coordinator*: eckhard.elsen@desy.de

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 Hamburg

For the *Commission* done at Brussels

ROBERT-JAN SMITS
Directeur

.....
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

04 03. 2008

.....
Date

27 MAI 2008

A small, handwritten mark or signature in the bottom right corner of the page.