

COMMISSION OF THE EUROPEAN COMMUNITIES
INFORMATION SOCIETY AND MEDIA DIRECTORATE-GENERAL

Information and Communication Technologies

Collaborative Project

COMPAS

COmputing with Mesoscopic Photonic and Atomic States

Grant Agreement Number 212008

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 212008

Computing with Mesoscopic Photonic and Atomic States

Collaborative Project

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

of the **one part**,

and UNIVERSITE LIBRE DE BRUXELLES, established in AVENUE FRANKLIN ROOSEVELT 50, 1050 BRUXELLES - BELGIUM, represented by Mr Philippe VINCKE, Rector, or his 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*.

- **MAX-PLANCK GESELLSCHAFT ZUR FOERDERUNG DER WISSENSCHAFTEN E.V.** established in HOFGARTENSTRASSE 8, 80539 MUENCHEN - GERMANY, represented by Mr Ferenc KRAUSZ, Managing Director and/or Mr Adelbert PIEHLER, Head of Administration, or their authorised representative ("*beneficiary n° 2*"),

- **INSTITUT DE CIENCIES FOTONIQVES, FUNDACIO PRIVADA** established in AV. DEL CANAL OLIMPIC S/N, PARC MEDITERRANI DE LA TECNOLOGIA, 08860 CASTELLDEFELS - SPAIN, represented by Mr Lluís TORNER, Director and/or Ms Dolors MATEU, Manager, or their authorised representative ("*beneficiary n° 3*"),

- **UNIVERZITA PALACKEHO V OLOMOUCI** established in KRIZKOVSKÉHO 8, 771 47 OLOMOUC - CZECH REPUBLIC, represented by Mr Lubomír DVORAK, rector and/or Ms Jitka ULRICOVA, vice-rector, or their authorised representative ("*beneficiary n° 4*"),

- **THE UNIVERSITY COURT OF THE UNIVERSITY OF ST ANDREWS** established in COLLEGE GATE NORTH STREET, KY16 9AJ ST ANDREWS - UNITED KINGDOM, represented by Mr Alistair MAIN, Associate Director, Research & Enterprise Services and/or Mr Ewan CHIRNSIDE, Director, Research & Enterprise Services, or their authorised representative ("*beneficiary n° 5*"),

- **UNIVERSITAET POTSDAM** established in AM NEUEN PALAIS 10, 14469 POTSDAM - GERMANY, represented by Ms REGINA GERBER, INTERNATIONAL RESEARCH CO-OP.OFFICER and/or Mr NORBERT RICHTER, RESEARCH ACTIVITIES OFFICER, or their authorised representative ("*beneficiary n° 6*"),

- **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE** established in 3, RUE MICHEL-ANGE, 75794 PARIS CEDEX 16 - FRANCE, represented by Ms Michèle SAUMON, Deleguée Regionale Ile de France Sud, or her authorised representative ("*beneficiary n° 7*"),

- **KOBENHAVNS UNIVERSITET** established in NORREGADE 10, 1017 KOBENHAVN - DENMARK, represented by Mr Joergen HONORÉ, Director of the Univeristy and/or Mr Jens-Peter LYNOV, Vice Director, or their authorised representative ("*beneficiary n° 8*"),

- **DANMARKS TEKNISKE UNIVERSITET** established in ANKER ENGELUNDSVEJ 1, BYGNING 101A, 2800 KGS. LYNGBY - DENMARK, represented by Mr Claus NIELSEN, Director and/or Mr Lars PALLESEN, Rector, or their authorised representative ("*beneficiary n° 9*"),

- **FRIEDRICH-ALEXANDER UNIVERSITAET ERLANGEN - NUERNBERG** established in SCHLOSSPLATZ 4, 91054 ERLANGEN - GERMANY, represented by Mr Ulrich WINDERL, European Advisor and/or Mr Axel KLON, head of unit, or their authorised representative ("*beneficiary n° 10*"),

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 "**COmputing with Mesoscopic Photonic and Atomic States (COMPAS)**" (the "*project*") within the framework of the Specific Programme "**Cooperation**" 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 **01 April 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**
- **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 *Community* financial contribution

1. The maximum *Community* financial contribution to the *project* shall be **EUR 1,591,996 (ONE MILLION FIVE HUNDRED NINETY-ONE THOUSAND NINE HUNDRED NINETY-SIX 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: UNIVERSITE LIBRE DE BRUXELLES
Name of bank: ING BELGIUM NV/SA (FORMERLY BANK BRUSSELS
LAMBERT SA), BRUSS
Account reference: BE68310015049234

Article 6 – *Pre-financing*

A *pre-financing* of **EUR 849,065 (EIGHT HUNDRED FORTY-NINE THOUSAND SIXTY-FIVE 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 79,599 (SEVENTY-NINE THOUSAND FIVE HUNDRED NINETY-NINE 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 clause applies to this *grant agreement*:

7.1 Special clause n°10 - THIRD PARTIES LINKED TO A *BENEFICIARY*

1. The following third parties are linked to - CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE:

- Institut d'Optique Théorique et Appliquée
- Université Paris-Sud
- Ecole Normale Supérieure
- Université Pierre et Marie Curie

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 towards 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*.

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
Information Society and Media Directorate-General
B-1049 Brussels
Belgium

For the *coordinator*: Prof. Nicolas Cerf
AVENUE FRANKLIN ROOSEVELT 50
1050 BRUXELLES
Belgium

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

For the *Commission*: INFISO-ICT-212008@EC.EUROPA.EU

For the *coordinator*: ncerf@ulb.ac.be

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 *IST Operations* Unit.

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:

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: