

**SEVENTH FRAMEWORK PROGRAMME OF THE
EUROPEAN UNION**

RESEARCH EXECUTIVE AGENCY

SP1-Cooperation

Collaborative project

Small or medium-scale focused research project

FP7-SPACE-2013-1

Grant Agreement Number 606740

GENIUS

Gaia European Network for Improved data User Services

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 606740

PROJECT TITLE GENIUS

Collaborative project

Small or medium-scale focused research project

The **Research Executive Agency** (the "*REA*"), acting under powers delegated by the European Commission (the "*Commission*")

of the **one part**,

and UNIVERSITAT DE BARCELONA, established in GRAN VIA DE LES CORTS CATALANES 585, BARCELONA, 08007, Spain represented by Prof. Jordi Alberch, Vice-rector and/or Prof. Enric I. Canela, 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	- 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*.

- **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE**, established in Rue Michel -Ange 3, PARIS, 75794, France represented by Mr Gilles TRAIMOND, Délégué régional and/or Mrs Laurence CORVELLEC, Adjointe au Délégué régional or their authorised representative ("*beneficiary no. 2*"),

- **THE UNIVERSITY OF EDINBURGH**, established in OLD COLLEGE, SOUTH BRIDGE, EDINBURGH, EH8 9YL, United Kingdom represented by Ms Angela Noble, Senior European Funding Advisor and/or Ms Fiona Campbell, Deputy Head, Legal or their authorised representative ("*beneficiary no. 3*"),

- **UNIVERSITEIT LEIDEN**, established in RAPENBURG 70, LEIDEN, 2311 EZ, Netherlands represented by Prof. Geert R. de Snoo, Dean and/or Prof. Han Winde de, Vice Dean or their authorised representative ("*beneficiary no. 4*"),

- **CONSORCI CENTRE DE SERVEIS CIENTIFICS I ACADEMICS DE CATALUNYA**, established in CALLE DEL GRAN CAPITA EDIF NEXUS 3a PLANTA 2-4, Barcelona , 08034 , Spain represented by Dr Miquel Huguet, Director and/or Carme Monserrat, Finance and Promotion Manager or their authorised representative ("*beneficiary no. 5*"),
- **ISTITUTO NAZIONALE DI ASTROFISICA**, established in Viale del Parco Mellini 84, ROMA, 00136, Italy represented by Prof. Giovanni Fabrizio Bignami, President and/or Dr Alessandro Capetti , Director or their authorised representative ("*beneficiary no. 6*"),
- **AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS**, established in CALLE SERRANO 117, MADRID, 28006, Spain represented by Prof. Antonio Figueras, Vice-president for Scientific and Tecnical Research or his authorised representative ("*beneficiary no. 7*"),
- **UNIVERSITE DE GENEVE**, established in RUE DU GENERAL DUFOUR 24 , GENEVE , 1211, Switzerland represented by Prof. Guillemette BOLENS, Vice-rector and/or Dr Laurent EYER, Maître d'enseignement et de recherche or their authorised representative ("*beneficiary no. 8*"),
- **UNIVERSITE LIBRE DE BRUXELLES**, established in Avenue Franklin Roosevelt 50, BRUXELLES, 1050, Belgium represented by Prof. Didier Viviers, Rector and/or Prof. Daniele Carati, Head of Research Department or their authorised representative ("*beneficiary no. 9*"),
- **FUNDACAO DA FACULDADE DE CIENCIAS DA UNIVERSIDADE DE LISBOA**, established in CAMPO GRANDE EDIFICIO C1 PISO 3, LISBOA, 1749016, Portugal represented by Prof. José Manuel Rebordão, Administrator and/or Prof. Maria da Luz Mathias, Administrator or their authorised representative ("*beneficiary no. 10*"),
- **UNIVERSITY OF BRISTOL**, established in SENATE HOUSE, TYNDALL AVENUE BRISTOL, BS8 1TH, United Kingdom represented by Mr Vince Boyle, Faculty Financial Controller and/or Mrs Maria Davies, Deputy Faculty Financial Controller or their authorised representative ("*beneficiary no. 11*"),
- **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE**, established in The Old Schools, Trinity Lane , CAMBRIDGE, CB2 1TN, United Kingdom represented by Ms Liesbeth Krul, Assistant Director and/or Ms Renata Schaeffer, European Policy Manager or their authorised representative ("*beneficiary no. 12*"),
- **National University Corporation, Kyoto University**, established in Yoshida-Honmachi, Sakyo-ku 36-1, Kyoto, 606-8501, Japan represented by Dr Hiroshi Matsumoto, President and/or Dr Nobuyoshi Esaki, Executive Director or their authorised representative ("*beneficiary no. 13*"),

All the *beneficiaries* together form the *consortium* (the "*consortium*").

2. The *coordinator* shall send to the *REA* 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 *REA* is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the *REA*, 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 European Union ("*the Union*"), has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *Gaia European Network for Improved data User Services (GENIUS)* (*the "project"*) within the framework of the *SPI-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 42 months from the first day of the month after the entry into force of the *grant agreement* (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 the last month of the *project*.

Any report and deliverable, when appropriate, required by this *grant agreement* shall be in English.

Article 5 - Maximum financial contribution of *the Union*

1. The maximum financial contribution of *the Union* to the *project* shall be EUR 2,493,463.00 (*two million four hundred and ninety three thousand four hundred and sixty three 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: FUNDACIO BOSCH i GIMPERA DE LA UNIVERSITAT DE BARCELONA

Name of bank: CATALUNYA CAIXA

Account reference: ES7320130088630200326711

Article 6 - Pre-financing

A *pre-financing* of EUR 1,329,846.93 (*one million three hundred and twenty nine thousand eight hundred and forty six EURO and ninety three cents*) shall be paid to the *coordinator* within 30 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 124,673.15 (*one hundred and twenty four thousand six hundred and seventy three EURO and fifteen cents*), 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 *REA* 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 10

1. The following third parties are linked to CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE:
- UNIVERSITE DE FRANCHE-COMTE
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 transmit to the coordinator using the electronic exchange system set up by 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*.

The beneficiary shall keep the originals of the Forms C and the certificates of the third parties according to Article II.22.3

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 Union* 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 38

The bank account mentioned in Article 5 is the bank account of Fundació Bosch i Gimpera. The financial contribution of *the Union* shall be paid to Fundació Bosch i Gimpera which receives it on behalf of the *coordinator*, which in its turn receives it on behalf of the *consortium*. The payment of the financial contribution of *the Union* to this entity discharges the *REA* from its obligation on payments.

The *coordinator* may delegate the tasks mentioned in Article II.2.3 a), b) and c) to this entity. The *coordinator* retains sole responsibility for the financial contribution of *the Union* and for the compliance with 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 <i>REA</i> :	<i>Research Executive Agency</i> S2 - Space Research - Single Entry Point (COV2 17/143) B-1049 Brussels Belgium
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For the *coordinator*: Mr Xavier Gutiérrez
OPIR. Baldiri Reixac, 4-8 PCB Torre D, Pl. 4
Barcelona 08028
Spain

2. Reports and deliverables shall be transmitted to the *REA* according to Article II.4.5.
3. For information or documents to be transferred by e-mail, the following addresses shall be used:

For the *REA*: REA-SPACE-PROJECTS@ec.europa.eu

For the *coordinator*: recerca.europea@ub.edu

4. 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 3 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.

5. Any communication or request relating to the processing of personal data (Article II.13) shall be submitted, using the address(es) for the *REA* identified in paragraphs 1 and 3, to the Controller responsible for the processing: Head of Unit of S2 - Space Research - Single Entry Point (17/143).

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* and the *REA* 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 of the Union and its Rules of Application 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.

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 *REA*, on the day of the last signature.

Done in two originals in English.

For the *coordinator* done at BARCELONA

For the *REA* done at Brussels

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Name of the legal entity

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Name of the legal representative

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Name of the legal representative

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Stamp of the organisation (if applicable)

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Signature of legal representative

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Signature of legal representative

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Date

.....
Date