

COMMISSION OF THE EUROPEAN COMMUNITIES

UNIVERSITE MONTPELLIER 2
PRESIDENCE

26 JAN. 2009

23764

SP3-People

Support for training and career development of researchers (Marie Curie)

Networks for Initial Training (ITN)

CRYSTAL2PLATE

How does plate tectonics work: From crystal-scale processes to mantle convection with self-consistent plates

Grant Agreement Number 215353

PITN-GA-2008-215353

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 215353

MULTI-BENEFICIARY

PROJECT TITLE CRYSTAL2PLATE

Support for training and career development of researchers (Marie Curie)

Networks for Initial Training (ITN)

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

of the **one part**,

and UNIVERSITE MONTPELLIER 2, established in PLACE EUGENE BATAILLON, MONTPELLIER, 34095, France represented by Daniele Herin, President or her 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 related to Support for training and career development of researchers (Marie Curie)

Annex III - Specific Provisions related to Support for training and career development of researchers (Marie Curie)

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*.

- **UNIVERSITY OF BRISTOL**, established in Senate House, Tyndall Avenue, BRISTOL, BS8 1TH, United Kingdom represented by Mike Hobbs, Faculty accountant and/or Johanna Rule, Faculty accountant or their authorised representative ("*beneficiary no. 2*"),
- **UNIVERSITEIT UTRECHT**, established in Heidelberglaan 8, UTRECHT, 3584 CS, Netherlands represented by Bert Van der Zwaan, and/or Wim Spakman, or their authorised representative ("*beneficiary no. 3*"),
- **Eidgenössische Technische Hochschule Zürich**, established in Raemistrasse 101, ZUERICH, 8092, Switzerland represented by Peter CHEN, Vice President of Research and/or Gerhard SCHMITT, or their authorised representative ("*beneficiary no. 4*"),
- **UNIVERSITA DEGLI STUDI ROMA TRE**, established in VIA OSTIENSE 161, ROMA, 00154, Italy represented by RENATO FUNICIELLO, HEAD OF THE DEPARTMENT 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 Liliane Flabbée, Déléguée régionale or her authorised representative ("*beneficiary no. 7*"),

• **CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS**, established in Calle Serrano 117, MADRID, 28006, Spain represented by Rodrigo Montero, President and/or José Juan Sanchez, Vice-presidente or their authorised representative ("*beneficiary no. 8*"),

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 *How does plate tectonics work: From crystal-scale processes to mantle convection with self-consistent plates (CRYSTAL2PLATE)* (the "*project*") within the framework of the SP3-People 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 24
- P2: 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 2,700,128.00 (*two million seven hundred thousand one hundred and twenty-eight 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 Montpellier 2
Name of bank: TP Montpellier - TRESORERIE GENERALE
Account reference: FR76 1007 1340 0000 0010 0338 533

Article 6 - Pre-financing

A *pre-financing* of EUR 1,755,083.20 (*one million seven hundred and fifty-five thousand eighty-three EURO and twenty cents*) shall be paid to the *coordinator* within 45 days following the start date of the *project*. 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 135,006.40 (*one hundred and thirty-five thousand six EURO and forty cents*), corresponding to the *beneficiaries'* contribution to the Guarantee Fund referred to in Article II.19 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 5bis

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. Each *beneficiary* is requested by the *Commission* to attend such meeting in accordance with Article II.3.h.

Costs incurred by the *consortium* in relation to the *project* review shall be eligible under the activity referred to in Article II.15.6.

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 10bis

1. The following third parties are linked to :
 - UMR 5243 - University of Montpellier 2
 - UMR 7608 - CNRS-FAST
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 Article II.3.g.

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*.

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
Marie Curie Actions - Networks
B-1049 Brussels, Belgium

For the *coordinator*: Aurore Marcos
UNIVERSITE MONTPELLIER 2
Administration
Place Eugene Bataillon - cc.442 2
Montpellier 34095-cedex5
France

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

For the *Commission*: <http://webgate.ec.europa.eu/sesam/index.do> (ACCESS MANAGEMENT)

For the *coordinator*: deia@gm.univ-montp2.fr

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 Marie Curie Actions - Networks.

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*.

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.

ORIGINAL

For the coordinator done at Montpellier

For the Commission done at Brussels

UNIVERSITE MONTPELLIER 2

Name of the legal entity

T. LENNON
DIRECTOR
D.G. RTD T

THEODIVS LENNON

Name of the legal representative

Danièle HERIN

Name of the legal representative



Stamp of the organisation (if applicable)



[Handwritten signature]

Signature of the legal representative

[Handwritten signature]

Signature of the legal representative

21/11/08
Date

15/12/08
Date