

# **EUROPEAN COMMISSION**

DIRECTORATE-GENERAL FOR RESEARCH & INNOVATION

SP4-Capacities

Combination of CP & CSA

Integrating Activities / e-Infrastructures / Preparatory phase

FP7-INFRASTRUCTURES-2011-1

**Grant Agreement Number 283286**

**HadronPhysics3**

Study of Strongly Interacting Matter

INFRA-2011-1.1.20.

# SEVENTH FRAMEWORK PROGRAMME

**GRANT AGREEMENT No 283286**

**PROJECT TITLE HadronPhysics3**

**Combination of CP & CSA**

**Integrating Activities / e-Infrastructures / Preparatory phase**

The **European Union** ("*the Union*"), represented by the **European Commission** (the "*Commission*"),  
of the **one part**,

**and** **ISTITUTO NAZIONALE DI FISICA NUCLEARE**, established in Via Enrico Fermi 40, FRASCATI, 00044, Italy represented by Roberto Petronzio, President or his 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*.

- **OESTERREICHISCHE AKADEMIE DER WISSENSCHAFTEN**, established in DR. IGNAZ SEIPEL-PLATZ 2, WIEN, 1010, Austria represented by Arnold Suppan, Vice President or his authorised representative ("*beneficiary no. 2*"),

- **UNIVERSITAET GRAZ**, established in UNIVERSITAETSPLATZ 3, GRAZ, 8010, Austria represented by Irmtraud Fischer, Rector for Research and Continuing Education or her authorised representative ("*beneficiary no. 3*"),

- **UNIVERSITY OF CYPRUS**, established in KALLIPOLEOS STREET 75, NICOSIA, 1678, Cyprus represented by Evis Drousiotis, Officer and/or Gregory Makrides, Head or their authorised representative ("*beneficiary no. 4*"),

- **UNIVERZITA KARLOVA V PRAZE**, established in Ovocny trh 5, PRAHA 1, 11636, Czech Republic represented by Zdenek Nemecek, The Dean or his authorised representative ("*beneficiary no. 5*"),
- **TECHNICKA UNIVERZITA V LIBERCI**, established in Studentska 1402/2, LIBEREC 1, 46117, Czech Republic represented by Zdeněk Kůs, Rector or his authorised representative ("*beneficiary no. 6*"),
- **ALBERT-LUDWIGS-UNIVERSITAET FREIBURG**, established in FAHNENBERGPLATZ, FREIBURG, 79085, Germany represented by Klaus-Dieter Düformantel, Head of EU-Office and/or Simone Schwer, Head of Finance Department or their authorised representative ("*beneficiary no. 7*"),
- **STIFTUNG DEUTSCHES ELEKTRONEN-SYNCHROTRON DESY**, established in NOTKESTRASSE 85, HAMBURG, 22607, Germany represented by Christian Scherf, Administrative Director and/or Joachim Mnich, Director of High Energy and Astroparticle Physics or their authorised representative ("*beneficiary no. 8*"),
- **FRIEDRICH-ALEXANDER-UNIVERSITAT ERLANGEN NURNBERG**, established in Schlossplatz 4, ERLANGEN, 91054, Germany represented by Ulrike Herrmann, Head of EU-Division and/or Axel Klon, Head of Research Support Office or their authorised representative ("*beneficiary no. 9*"),
- **HELMHOLTZ-ZENTRUM DRESDEN-ROSSENDORF EV**, established in BAUTZNER LANDSTRASSE 400, DRESDEN, 01328, Germany represented by Roland Sauerbrey, Scientific Director and/or Peter Joehnk, Administrative Director or their authorised representative ("*beneficiary no. 10*"),
- **FORSCHUNGSZENTRUM JUELICH GMBH**, established in Leo-Brandt-Strasse, JUELICH, 52425, Germany represented by Klaus Hoppstock, Head of Licence Management and Third Party Funds and/or James Ritman, Head of Institute or their authorised representative ("*beneficiary no. 11*"),
- **GSJ HELMHOLTZZENTRUM FUER SCHWERIONENFORSCHUNG GMBH**, established in PLANCKSTRASSE 1, DARMSTADT, 64291, Germany represented by Horst Stöcker, Scientific Director and/or Hartmut Eickhoff, Technical Director or their authorised representative ("*beneficiary no. 12*"),
- **JOHANN WOLFGANG GOETHE UNIVERSITAET FRANKFURT AM MAIN**, established in Senckenberganlage 31, FRANKFURT AM MAIN, 60054, Germany represented by Mareike Schmitt, European Support Officer or her authorised representative ("*beneficiary no. 13*"),
- **JUSTUS-LIEBIG-UNIVERSITAET GIESSEN**, established in Ludwigstrasse 23, GIESSEN, 35390, Germany represented by Joybrato Mukherjee, President and/or Michael Breitbach, Chancellor or their authorised representative ("*beneficiary no. 14*"),
- **RUHR-UNIVERSITAET BOCHUM**, established in Universitaetstrasse 150 , BOCHUM, 44780, Germany represented by Gerhard Moeller, Head of Administration and/or Michael Rothermel, Head of Department "Budget, Procurement, Cash" or their authorised representative ("*beneficiary no. 15*"),
- **TECHNISCHE UNIVERSITAET MUENCHEN**, established in Arcisstrasse 21, MUENCHEN, 80333, Germany represented by Ulrike Ronchetti, Legal representative and/or Katrin Hoermann, Legal representative or their authorised representative ("*beneficiary no. 16*"),

- **UNIVERSITAET AUGSBURG**, established in UNIVERSITAETSSTRASSE 2, AUGSBURG, 86159, Germany represented by Alois Zimmermann, Kanzler and/or Alexander Drexler, Vertreter des Kanzlers or their authorised representative ("*beneficiary no. 17*"),
- **RHEINISCHE FRIEDRICH-WILHELMS-UNIVERSITAET BONN**, established in Regina Pacis Weg 3, BONN, 53113, Germany represented by Reinhardt Lutz, Chancellor and/or Holger Impekoven, Head of Department of Research or their authorised representative ("*beneficiary no. 18*"),
- **RUPRECHT-KARLS-UNIVERSITAET HEIDELBERG**, established in SEMINARSTRASSE 2, HEIDELBERG, 69117, Germany represented by Marina Frost, Registrar and/or Norbert Huber, EU Research Officer or their authorised representative ("*beneficiary no. 19*"),
- **UNIVERSITAET LEIPZIG**, established in RITTERSTRASSE 26, LEIPZIG, 04109, Germany represented by Frank Nolden, Head of Administration and Finance and/or Fritz König, Head of Human Resources Department or their authorised representative ("*beneficiary no. 20*"),
- **JOHANNES GUTENBERG UNIVERSITAET MAINZ**, established in Saarstrasse 21, MAINZ, 55128, Germany represented by Ulrich Förstermann, Vice President for Research and/or Georg Krausch, President or their authorised representative ("*beneficiary no. 21*"),
- **UNIVERSITAET BIELEFELD**, established in UNIVERSITAETSSTRASSE 25, BIELEFELD, 33615, Germany represented by Iris Litty, EU-Project Manager and/or Ulrike Garus, Administrative Manager or their authorised representative ("*beneficiary no. 22*"),
- **UNIVERSITAET REGENSBURG**, established in UNIVERSITAETSSTRASSE 31, REGENSBURG, 93053, Germany represented by Christian Blomeyer, Head of Administration or his authorised representative ("*beneficiary no. 23*"),
- **WESTFAELISCHE WILHELMS-UNIVERSITAET MUENSTER**, established in SCHLOSSPLATZ 2, MUENSTER, 48149, Germany represented by Katharina Steinberg, Head of Dep. 6 and/or André Moor, Legal Adviser or their authorised representative ("*beneficiary no. 24*"),
- **UNIVERSITAT DE BARCELONA**, established in GRAN VIA DE LES CORTS CATALANES 585, BARCELONA, 08007, Spain represented by Silvia Atrian, Vice-Rector and/or Jordi Alberch, Vice-Rector or their authorised representative ("*beneficiary no. 25*"),
- **UNIVERSIDAD DE MURCIA**, established in AVENIDA TENIENTE FLORESTA S/N - EDIFICIO CONVALECENCIA, MURCIA, 30003, Spain represented by Juan María Vázquez Rojas, Vice-Chancellor for Research and/or José Antonio Cobacho Gómez, Chancellor or their authorised representative ("*beneficiary no. 26*"),
- **UNIVERSIDADE DE SANTIAGO DE COMPOSTELA**, established in PAZO DE SAN XEROME, PRAZA DO OBRADOIRO S/N, SANTIAGO DE COMPOSTELA, 15782, Spain represented by Juan José Casares Long, Rector and/or Francisco González García, Vicechancellor for Research and Innovation or their authorised representative ("*beneficiary no. 27*"),
- **UNIVERSITAT DE VALENCIA**, established in AVENIDA BLASCO IBANEZ 13, VALENCIA, 46010, Spain represented by Esteban Morcillo, Rector and/or Pedro Carrasco, Vicerector for Research and Scientific Policy or their authorised representative ("*beneficiary no. 28*"),

- **HELSINGIN YLIOPISTO**, established in YLIOPISTONKATU 4, HELSINGIN YLIOPISTO, 00014, Finland represented by Dan-Olof Riska, Director and/or Mikko Sainio, Administrative Manager, Vice-Director or their authorised representative ("*beneficiary no. 29*"),
- **COMMISSARIAT A L ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES**, established in RUE LEBLANC 25, PARIS 15, 75015, France represented by Yves Caristan, Director of DSM and/or Jean-Paul Duraud, Deputy- Director of DSM or their authorised representative ("*beneficiary no. 30*"),
- **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE**, established in Rue Michel -Ange 3, PARIS, 75794, France represented by Jacques MARTINO, Director of IN2P3 or his authorised representative ("*beneficiary no. 31*"),
- **RUDER BOSKOVIC INSTITUTE**, established in Bijenicka cesta 54, ZAGREB, 10000, Croatia represented by Danica Ramljak, Director General and/or Marin Roje, Assistant Director General or their authorised representative ("*beneficiary no. 32*"),
- **FACULTY OF SCIENCE UNIVERSITY OF ZAGREB**, established in Horvatovac 102a, ZAGREB, 10000, Croatia represented by Amir Hamzic, Dean of faculty or his authorised representative ("*beneficiary no. 33*"),
- **MTA KFKI RESZECSKE-ES MAGFIZIKAI KUTATOINTEZET**, established in KONKOLY THEGE MIKLOS UTCA 29-33, BUDAPEST, 1121, Hungary represented by Zoltan Szokefalvi-Nagy, Director and/or Ilona Deme, Deputy Financial Director or their authorised representative ("*beneficiary no. 34*"),
- **FONDAZIONE BRUNO KESSLER**, established in VIA SANTA CROCE 77, TRENTO, 38122, Italy represented by Achim Richter, Director and/or Massimo Egidi, President or their authorised representative ("*beneficiary no. 35*"),
- **RIJKSUNIVERSITEIT GRONINGEN**, established in Broerstraat 5, GRONINGEN, 9712CP, Netherlands represented by Sibrand Poppema, Chairman of the Executive Board (College van Bestuur) or his authorised representative ("*beneficiary no. 36*"),
- **VERENIGING VOOR CHRISTELIJK HOGER ONDERWIJS WETENSCHAPPELIJK ONDERZOEK EN PATIENTENZORG**, established in De Boelelaan 1105, AMSTERDAM, 1081 HV, Netherlands represented by Dirkje Schinkelshoek, Managing director Faculty of Sciences or her authorised representative ("*beneficiary no. 37*"),
- **INSTYTUT PROBLEMOW JADROWYCH IM.ANDRZEJA SOLTANA - ANDRZEJ SOLTAN INSTITUTE FOR NUCLEAR STUDIES**, established in IPJ, SWIERK/OTWOCK, 05400, Poland represented by Grzegorz Wrochna, Director-General or his authorised representative ("*beneficiary no. 38*"),
- **UNIWERSYTET JAGIELLONSKI**, established in Ul. Golebia 24, KRAKOW, 31007, Poland represented by Szczepan Bilinski, Vice-Rector for Research and/or Maria Hulicka, Financial Manager or their authorised representative ("*beneficiary no. 39*"),
- **UNIWERSYTET WROCLAWSKI**, established in Plac Uniwersytecki 1, WROCLAW, 50137, Poland represented by Adam Jezierski, Vice Rector or his authorised representative ("*beneficiary no. 40*"),

- **INSTITUTO SUPERIOR TECNICO**, established in Avenida Rovisco Pais 1, LISBOA, 1049-001, Portugal represented by António Manuel Cruz Serra, President or his authorised representative ("*beneficiary no. 41*"),
- **INSTITUTUL NATIONAL DE CERCETARE -DEZVOLTARE PENTRU FIZICA SI INGINERIE NUCLEARA "HORIA HULUBEI" (IFIN-HH)**, established in Atomistilor Street 407 407, MAGURELE, RO 077125, Romania represented by Nicolae Victor Zamfir, Director General and/or Alexandru Popescu, Finance Director or their authorised representative ("*beneficiary no. 42*"),
- **LUNDS UNIVERSITET**, established in Paradisgatan 5c, LUND, 22100, Sweden represented by Torun FORSLID, Head of Faculty Office and/or Anna BARTH, International Relations Manager or their authorised representative ("*beneficiary no. 43*"),
- **KUNGLIGA TEKNISKA HOEGSKOLAN**, established in Valhallavaegen 79, STOCKHOLM, 10044, Sweden represented by Leif Eklund, Head of KTH Research Office and/or Peter Gudmundson, President of KTH or their authorised representative ("*beneficiary no. 44*"),
- **UPPSALA UNIVERSITET**, established in St Olofsgatan 10B, UPPSALA, 751 05, Sweden represented by Ann Fust, University Director and/or Göran Possnert, Head of department or their authorised representative ("*beneficiary no. 45*"),
- **INSTITUT JOZEF STEFAN**, established in Jamova 39, LJUBLJANA, 1000, Slovenia represented by Jadran Lenarčič, Director or his authorised representative ("*beneficiary no. 46*"),
- **THE UNIVERSITY OF EDINBURGH**, established in OLD COLLEGE, SOUTH BRIDGE, EDINBURGH, EH8 9YL, United Kingdom represented by Angela Noble, Senior European Funding Advisor and/or Fiona Campbell, Deputy Head, Legal or their authorised representative ("*beneficiary no. 47*"),
- **UNIVERSITY OF GLASGOW**, established in University Avenue, GLASGOW, G12 8QQ, United Kingdom represented by Joe Galloway, Contracts Manager or his authorised representative ("*beneficiary no. 48*"),

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 organisation of the *consortium*.

## Article 2 - Scope

The Union has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *Study of Strongly Interacting Matter (HadronPhysics3)* (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 36 months from 1st January 2012 (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 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 9,000,000.00 (*nine million 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: ISTITUTO NAZIONALE DI FISICA NUCLEARE

Name of bank: UNICREDIT SPA - Filiale INFN

Account reference: IT22Q0200839105000401277684

## Article 6 - Pre-financing

A *pre-financing* of EUR 7,200,000.00 (*seven million two hundred thousand 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 450,000.00 (four hundred and fifty thousand EURO), 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 *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*.

### Special clause 30

Faculty of Science, which is an integral part of beneficiary VERENIGING VOOR CHRISTELIJK HOGER ONDERWIJS WETENSCHAPPELIJK ONDERZOEK EN PATIENTENZORG has an analytical accounting system which allows it to identify its actual indirect costs. Therefore, and notwithstanding the provisions of article II.15.3, Faculty of Science may declare indirect costs in FP7 grant agreements based on its actual indirect costs, despite the fact that the beneficiary has opted for a flat rate.

## 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*: European Commission  
Directorate-General for Research & Innovation  
RTD/B/3  
B-1049 Brussels, Belgium

For the *coordinator*: Carlo Guaraldo  
ISTITUTO NAZIONALE DI FISICA NUCLEARE  
Laboratori Nazionali di Frascati  
Via Enrico Fermi 40  
FRASCATI 00044  
Italy

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

For the *Commission*: RTD-INFRA-GA@ec.europa.eu

For the *coordinator*: guaraldo@lnf.infn.it

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/3.

## **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 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 and its implementing rules 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 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 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 *Commission*, on the day of the last signature.

Done in two originals in English.

For the *coordinator* done at FRASCATI

For the *Commission* done at Brussels

ISTITUTO NAZIONALE DI FISICA NUCLEARE

..... IL PRESIDENTE

Name of the legal entity *(Prof. Leonardo Ferrotti)*

.....  
Name of the legal representative



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

*(Signature)*  
.....  
Signature of legal representative

.....  
Date

**15 DIC. 2011**

*QUINTARD*  
.....  
Name of the legal representative

*(Signature)*  
.....  
Signature of legal representative

.....  
Date

**16/12/11**