

EUROPEAN COMMISSION
RESEARCH DIRECTORATE-GENERAL

SP4-Capacities

Coordination and support action

Support actions

FP7-INCO-2010-6

Grant Agreement Number 266587

ERAIHM

Advancing Research and Cooperation Capacities of IHM NASU
towards ERA

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 266587

PROJECT TITLE ERAIHM

Coordination and support action

Support actions

The European Union ("the Union"), represented by the European Commission (the "Commission"),

of the one part,

and INSTITUTE OF HYDROMECHANICS OF NATIONAL ACADEMY OF SCIENCES OF UKRAINE, established in Zhelyabov Str. 8/4, KIEV, 03680, Ukraine represented by Victor Grinchenko, Director and/or Vladimir Nikishov, Deputy 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.

- KUNGLIGA TEKNISKA HOEGSKOLAN, established in Valhallavaegen 79, STOCKHOLM, 10044, Sweden represented by Gunnar Landgren, Vice Rector and/or Peter Gudmundson, President or their authorised representative ("beneficiary no. 2"),

- TECHNISCHE UNIVERSITEIT DELFT, established in Stevinweg 1, DELFT, 2628 CN, Netherlands represented by Theo Toonen, Dean and/or Jeroen Hoven, van den, Vice Dean or their authorised representative ("beneficiary no. 3"),

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 Union has decided to grant a financial contribution for the implementation of the project as specified in Annex I, called Advancing Research and Cooperation Capacities of IHM NASU towards ERA (ERAIHM) (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 28 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 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 385,763.00 (three hundred and eighty-five thousand seven 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: Institute of Hydromechanics NASU

Name of bank: JSCB UkrSotsbank

Account reference: 26008030170403

Article 6 - Pre-financing

A pre-financing of EUR 308,610.40 (three hundred and eight thousand six hundred and ten EURO and forty 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 19,288.15 (nineteen thousand two hundred and eighty-eight 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 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

No special clauses apply to this 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: European Commission

RTD

D.3 Specific International Cooperation Activities

B-1049 Brussels, Belgium

For the coordinator: Eugene Nikiforovich

INSTITUTE OF HYDROMECHANICS OF NATIONAL ACADEMY OF
SCIENCES OF UKRAINE

Department of Hydrothermal Modeling

Zheljabova Str. 8/4

Kiev 03680

Ukraine

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

For the Commission: RTD-INCO-PROJECTS@ec.europa.eu

For the coordinator: eugenen@kth.se

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 D.3 Specific International Cooperation Activities.

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 Kiev

For the Commission 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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Stamp of the organisation (if applicable)

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Signature of legal representative

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Date

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Name of the legal representative

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Signature of legal representative

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Date

FP7 GRANT AGREEMENT

ANNEX IV - FORM A - ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT

KUNGLIGA TEKNISKA HOEGSKOLAN, represented for the purpose hereof by Gunnar Landgren, Vice Rector, and/or Peter Gudmundson, President, or her/his/their authorised representative, established in Valhallavaegen 79, STOCKHOLM, 10044, Sweden acting as its legal authorised representative, hereby consents to become a beneficiary ("beneficiary no. 2") to grant agreement N° 266587 (relating to project "Advancing Research and Cooperation Capacities of IHM NASU towards ERA") concluded between the European Commission and INSTITUTE OF HYDROMECHANICS OF NATIONAL ACADEMY OF SCIENCES OF UKRAINE established in Zhelyabov Str. - 8/4, KIEV, 03680, Ukraine and accepts in accordance with the provisions of the aforementioned grant agreement all the rights and obligations of a beneficiary.

Done in 3 copies, of which one shall be kept by the coordinator and one by KUNGLIGA TEKNISKA HOEGSKOLAN, the third being sent to the Commission by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

KUNGLIGA TEKNISKA HOEGSKOLAN

INSTITUTE OF HYDROMECHANICS OF
NATIONAL ACADEMY OF SCIENCES OF
UKRAINE

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Name of legal representative(s)

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Name of legal representative(s)

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Signature of legal representative(s)

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Signature of legal representative(s)

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Date

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Date

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Stamp of the organisation

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FP7 GRANT AGREEMENT

ANNEX IV - FORM A - ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT

TECHNISCHE UNIVERSITEIT DELFT, represented for the purpose hereof by Theo Toonen, Dean, and/or Jeroen Hoven, van den, Vice Dean, or her/his/their authorised representative, established in Stevinweg 1, DELFT, 2628 CN, Netherlands acting as its legal authorised representative, hereby consents to become a beneficiary ("beneficiary no. 3") to grant agreement N° 266587 (relating to project "Advancing Research and Cooperation Capacities of IHM NASU towards ERA") concluded between the European Commission and INSTITUTE OF HYDROMECHANICS OF NATIONAL ACADEMY OF SCIENCES OF UKRAINE established in Zhelyabov Str. - 8/4, KIEV, 03680, Ukraine and accepts in accordance with the provisions of the aforementioned grant agreement all the rights and obligations of a beneficiary.

Done in 3 copies, of which one shall be kept by the coordinator and one by TECHNISCHE UNIVERSITEIT DELFT, the third being sent to the Commission by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

TECHNISCHE UNIVERSITEIT DELFT

INSTITUTE OF HYDROMECHANICS OF
NATIONAL ACADEMY OF SCIENCES OF
UKRAINE

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Name of legal representative(s)

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Name of legal representative(s)

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Signature of legal representative(s)

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