

EUROPEAN COMMISSION
RESEARCH DIRECTORATE-GENERAL

Directorate D - The human factor, mobility and Marie Curie activities
Unit D.3 - Research training networks
The Head of Unit

Brussels, 21. 08. 2006
BS D(2006) 533791

Professor Antonio Pich
Universitat de València Estudi
General
IFIC
Edificio de Institutos de Paterna,
Universidad de Valencia
22085
E-46071 Valencia

Subject : FP6 Call for Proposals: Mobility 1
Contract No. MRTN-CT-2006-035482
Acronym: FLAVIANet

Dear Professor Pich,

Please find enclosed the above contract duly signed on behalf of the Commission. The contract entered into force on that day. In accordance with the terms of the contract, the official commencement date is as set down in Article 4.2.

You are requested to distribute a copy to each partner of the consortium.

If not already done, please make sure that one of the three signed originals of the accession Form A is sent to the Commission within 60 calendar days after entry into force of the contract. If they are not received by this deadline, the Commission will no longer be bound by its offer to contract and may terminate the contract according to Article 2.2 of the contract. The partners' Form A, duly signed by the person identified in the contract to represent their organisation¹⁾ and countersigned by the person authorised to represent your organisation, as co-ordinator, are sent without delay to the Commission at the following address:

European Commission
DG Research - SDME 03/02
DG RTD-Deborah Hall
200, rue de la Loi
B-1049 Brussels

¹ if the contract is not signed by the person whose name appears in the contract as the legally authorised representative for signature please indicate in a letter the full name of the person who is designated for signature in the absence of this person and a brief reason why the legal representative did not sign.

Within 45 days following the entry into force of the contract you should receive the initial pre-financing for the consortium foreseen under the terms of the contract. It should be distributed in accordance with the terms of the contract and any relevant provisions of the consortium agreement. Please note that the distribution of these funds is subject to the provisions set out in Article 8 (payment modalities) and 9 (specific clauses).

I take this opportunity to remind you that the total costs identified in Annex I to the project, which are the basis for the estimation of the maximum EC contribution, are an estimate for the expected eligible costs to be incurred by the contractors under the project. The Community contribution, however, will be reimbursed on the basis of actual eligible costs incurred and in accordance with the provisions of Part B of Annex II and Annex III of the contract.

If you have any further questions, please do not hesitate to contact:

Renat Bilyalov, Tel. +32-2-298 51 31 / E-mail: Renat.Bilyalov@ec.europa.eu

More information regarding FP6 can be found at

<http://www.cordis.lu/fp6/whatisfp6.htm>

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Bruno Schmitz', with a stylized flourish at the end.

Bruno SCHMITZ

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**COMMISSION OF THE EUROPEAN COMMUNITIES
RESEARCH DIRECTORATE-GENERAL**

Structuring the ERA

MARIE CURIE RESEARCH TRAINING NETWORKS

FLAVIANet

**Entering the high-precision era of flavour physics through the alliance of
lattice simulations, effective field theories and experiment**

Contract Number MRTN-CT-2006 - 035482

ORIGINAL

CONTRACT No MRTN-CT-2006 - 035482

MARIE CURIE RESEARCH TRAINING NETWORKS

The **European Community** (the "*Community*"), represented by the **Commission of the European Communities** (the "*Commission*"), itself represented for the signature of this *contract* by José Manuel SILVA RODRIGUEZ, Director General for Research Directorate-General or his duly authorised representative,

of the **one part**.

and UNIVERSITAT DE VALENCIA, established in Avenida Blasco Ibañez, 13, VALENCIA, 46010, Spain, represented by Francisco Tomás, Rector, or his authorised representative the *contractor* acting as *coordinator* of the *consortium*,

(the "*coordinator*") and the other *contractors* identified in Article 1.2 below,

of the **other part**

HAVE AGREED to the following terms and conditions established in this contract and its annexes (the "*contract*").

Article 1 - Scope

1. The *Community* agrees to grant a financial contribution for the implementation of a *project* called *Entering the high-precision era of flavour physics through the alliance of lattice simulations, effective field theories and experiment* within the framework of the specific research and technological development programme "Structuring the ERA" (the "specific programme").

2. The *consortium* is composed of the *contractor* acting as *coordinator* and the following legal entities, who shall accede to the *contract* in accordance with the procedure referred to in Article 2, as *contractors* assuming the rights and obligations established by the *contract* with effect from the date on which it enters into force:

- **UNIVERSITAT AUTONOMA DE BARCELONA**, established in CAMPUS UAB, BELLATERRA (CERDANOLA DEL VALLÈS), 08193, Spain represented by LLUIS FERRER CAUBET, RECTOR, or his authorised representative ("*contractor*")
- **UNIVERSITY OF DURHAM**, established in Old Elvet, DURHAM, DH1 3HP, United Kingdom represented by PAULINA LUBACZ, TREASURER, or authorised representative ("*contractor*")
- **UNIVERSITAET KARLSRUHE (TECHNISCHE HOCHSCHULE)**, established in KAISERSTRASSE, 12, KARLSRUHE, 76131, Germany represented by KARIN PLOENERT, OFFICIAL FOR LEGAL MATTERS, or her authorised representative ("*contractor*")
- **ISTITUTO NAZIONALE DI FISICA NUCLEARE**, established in VIA E. FERMI, 40, FRASCATI, 00044, Italy represented by ROBERTO PETRONZIO, PRESIDENT, or his authorised representative ("*contractor*")
- **UNIwersytet Śląski**, established in ul. Bankowa 12, KATOWICE, 40007, Poland represented by JANUSZ JANECZEK, RECTOR, or authorised representative ("*contractor*")
- **LUNDS UNIVERSITET**, established in Paradisgatan 5C, LUND, PO Box 117, 22 100, Sweden represented by Torun Forslid, Head of Faculty Office, or her authorised representative ("*contractor*")
- **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS)**, established in Rue Michel-Ange 3, PARIS, Cedex 16, 75794, France represented by Jean-Paul CARESSA, Délégué Régional, or his authorised representative ("*contractor*")

- **UNIVERSITAET BERN** , established in Hochschulstrasse 4. BERN, 3012. Switzerland represented by Urs Würgler, Rector, or his authorised representative ("*contractor*")
- **UNIVERSITAET WIEN** , established in Dr. Karl Lueger-Ring 1. WIEN, 1010. Austria represented by Georg Winckler, Rector, or his authorised representative ("*contractor*")
- **STIFTUNG DEUTSCHES ELEKTRONEN-SYNCHROTRON DESY** , established in Notkestrasse 85, HAMBURG, 22607, Germany represented by Rolf-Dieter Heuer, Director, or his authorised representative ("*contractor*")

(hereinafter referred to as the "*contractors* ").

3. The *consortium* shall carry out the work set out in Annex I to this *contract* (the "*project*") in accordance with the conditions set out in this *contract*.

4. The *consortium* shall make appropriate arrangements for its internal operation and management which may include any intellectual property provisions. To this end, a *consortium agreement* may be established, which will cover any other additional aspects necessary for the *consortium* management and the implementation of the *project*.

Article 2 - Constitution of the *consortium*

1. The *coordinator* shall ensure that the legal entities identified in Article 1.2 complete the formalities for them to accede to the *contract*. At the latest 60 calendar days after the entry into force of the *contract*, the *coordinator* shall send to the *Commission* one of the three duly completed and signed originals of Form A (set out in Annex IV), which shall be obtained from each of the *contractors* identified in Article 1.2. The two remaining signed originals shall be kept by the *coordinator* and the *contractor* concerned and be made available for consultation at the request of any other *contractor*.

2. Should any legal entity identified in Article 1.2 fail or refuse to accede to the *contract* within the deadline established in the previous paragraph, the *Commission* is no longer bound by its offer to contract with the said legal entity(ies). The *Commission* may terminate the *contract* in accordance with Article II.15.5, where any legal entity identified in Article 1.2 does not accede to the *contract* in accordance with the provisions established by the *Commission*.

3. However, the *consortium* may propose appropriate solutions to the *Commission* to ensure the implementation of the *project* including, where necessary, the accession to the *contract* of legal entities other than those identified in Article 1.2 in accordance with the provisions in Article 3.

4. In the case of termination, no costs incurred by the *consortium* under the *project* up to the date of *contract* termination can be approved or accepted as eligible for reimbursement by the *Community* financial contribution. Any *pre-financing* provided to the *consortium* and any interest generated by the *pre-financing* must be returned in full to the *Commission* within 30 days of notification of termination.

Article 3 - Evolution of the *consortium*

The *consortium* may be enlarged to include other legal entities, which shall accede to the *contract* by means of Form B (set out in Annex V). The *Commission* is deemed to have accepted this legal entity as a *contractor* in the *consortium*, if it does not object within six weeks of receipt of Form B. Any new *contractor* shall comply with the participation rules established by the *Rules for Participation*. This is subject to any condition required by the *Financial Regulation* or other formalities that may be required by any other provision of this *contract*.

They shall assume the rights and obligations of *contractors* as established by the *contract* with effect from the date of their accession to the *contract*. *Contractors* leaving the *consortium* shall be bound by the provisions of the *contract* regarding the terms and conditions applicable to the termination of their participation.

Article 4 - Entry into force of the contract and duration of project

1. This *contract* shall enter into force on the day of its signature by the *coordinator* and the *Commission*.
2. The duration of the *project* shall be 48 months from 1st October 2006 (hereinafter referred to as the "*start date*").

This *contract* shall be completed once the rights and obligations of all the parties to the *contract* have been met. The implementation and payment phases relating to the *project* must be completed by the *final implementation date* of the *contract*.

The provisions set out in Articles II.7, II.9, II.10, II.11, II.26, II.27, II.28 and Part C of Annex II shall continue to apply after the *final implementation date* as well as any provisions in Annex III which specifically state that they shall continue to apply after the *final implementation date*.

Article 5 - Community financial contribution

The *Community* financial contribution shall be in the form of a grant to the budget.

The maximum *Community* contribution to the *project* shall be 3,134,225.00 EUR (three million one hundred and thirty four thousand two hundred and twenty five Euro and zero Cents). The *Community* financial contribution shall be limited to the maximum rates of contribution to the activities identified in Part B of Annex II, as modified by any provision of Annex III. Annex I indicates the estimated breakdown of costs and activities to be carried out under the *project*.

Article 6 - Reporting periods

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 month 36
- P4: from month 37 to the last month of the *project*.

Article 7 - Reports

1. Reports referred to in Article II.7.2 shall be submitted for each reporting period identified in Article 6 within 45 days of the end of the period in question. Reports shall be submitted in English.
2. Reports referred to in Article II.7.3 shall be submitted at the latest 45 days after the end of the following periods:
 - P2 covering reporting periods from P1 to P2
 - P4 covering reporting periods from P3 to the last reporting period of the *project*.
3. In addition to the reports for the last period, final activity and financial reports referred to in Article II.7.4 (except for the report referred to in Article II.7.4.d)) shall be submitted to the *Commission* at the latest 45 days after the end of the *project*. This delay may be increased by 45 days at the request of the *consortium*. Where the work is completed before the end of the duration of the *project*, the related activity and financial reports shall cover the period up to that date.

Article 8 - Payment modalities

1. The *Community* financial contribution to the *project* shall be paid to the *coordinator* on behalf of the *contractors* in accordance with the following provisions:
 - a) the *consortium* shall determine the allocation of each tranche of the *Community* financial contribution between the *contractors*, in accordance with this *contract* and any relevant provisions in their *consortium agreement*.
 - b) the payment of the *Community* financial contribution to the *coordinator* discharges the *Commission* from its obligation to make this payment to the *contractors*.
 - c) the *coordinator* shall distribute the *Community* financial contribution without unjustified delay. However, the initial *pre-financing* shall not be distributed to the *contractors* until the minimum number of *contractors* required by the *Rules for Participation* have acceded to the *contract*.

2. The *Community* financial contribution shall be paid in accordance with the provisions of Article II.25 and the following:
 - (a) amount of 756.861.00 Euro (seven hundred and fifty six thousand eight hundred and sixty one Euro and zero Cents) *pre-financing* equal to 80.00% of the estimated *Community* financial contribution corresponding to the first reporting period and the first six months of the subsequent reporting period indicated in the table of estimated breakdown of costs for this period in Annex I, within 45 days following the date of entry into force of the *contract*.
 - (b) - within 45 days following approval by the *Commission* of the reports relating to each reporting period:
 - i) If an audit certificate has been submitted,
 - a payment, which settles the amounts justified and accepted during the reporting period (the part of the *pre-financing* covering these amounts is re-qualified as a payment). Where the amount justified and accepted for the reporting period is more than the *pre-financing* already paid to the *consortium*, the *Commission* shall add the difference as a complimentary payment at the time of the subsequent *pre-financing*; and
 - *pre-financing* of 80.00% of the estimated *Community* financial contribution corresponding to the subsequent period and the first six months of the period following, indicated in the table of estimated breakdown of costs for this period in Annex I. Where the amount justified and accepted for the reporting period is less than the *pre-financing* already paid to the *consortium*, the *Commission* shall deduct the difference from the subsequent *pre-financing*.
 - ii) if an audit certificate has not been submitted, an intermediate *pre-financing* of 80.00% of the estimated *Community* financial contribution corresponding to the subsequent period and the first six months of the period following, indicated in the table of estimated breakdown of costs for this period in Annex I. Where the amount justified and accepted for the previous reporting period is less than the *pre-financing* already paid to the *consortium*, the *Commission* shall deduct the difference from the subsequent *pre-financing*. Where the amount justified and accepted for the previous reporting period is more than the *pre-financing* already paid to the *consortium*, the *Commission* shall add the difference to the subsequent *pre-financing*.

Where less than 70% of a *pre-financing* has been used at the end of a reporting period, and notwithstanding the approval by the *Commission* of the related reports, subsequent intermediate *pre-financing* may be paid only:

 - (i) if an audit certificate is provided for that reporting period; or
 - (ii) on the basis of a complementary periodic management report referred to in Article II.7.2b) that shall be submitted to the *Commission* once the above-mentioned spending rate has been achieved.
- (c) within 45 days following approval by the *Commission* of the reports relating to the last period and the final reports referred to in Article II.7, the *Commission* shall pay a final payment for that period.
- (d) Any payment at the end of a reporting period accompanied by an audit certificate shall be considered as final, subject to the results of any audit or review, which may be carried out pursuant to the provisions of Article II. 26.

(e) Where no comments, changes or substantial corrections to any of the *project* activity reports or financial statements are required or where the *Commission* approves the reports more than 45 days after reception, the *Commission* shall make the appropriate payment within 90 days of receipt of the *project* activity reports and associated financial statements.

Where substantial comments, changes, further information or adjustments are requested by the *Commission* within this period, the delay is suspended upon notification by the *Commission*. The remainder of the 90 day payment period begins again only after submission by the *contractors* of the required information.

Article 9 - Special clauses

No special condition applies to this *contract*.

Article 10 - Amendments

Any request for amendment to the *contract* shall be submitted in accordance with Article 11. Proposals for amendments submitted by the *coordinator* are requested on behalf of the *consortium*. The *coordinator* shall ensure that adequate proof of the *consortium's* agreement to such a request exists and is made available in the event of an audit.

The *Commission* shall undertake to approve or reject any request for an amendment within 45 days of its receipt. The absence of a response from the *Commission* within 45 days of receipt of such a request, or any other period provided for in the *contract*, does not constitute approval of the request, except for any modification or evolution of the *consortium* as foreseen in Article 3.

All amendments to the *contract* shall be in writing.

Article 11 - Communication

1. Requests for amendments and any communication foreseen by the *contract* shall identify the nature and details of the request or communication and be submitted in writing by means of registered mail with acknowledgement of receipt to the following addresses:

For the *Commission*: Commission of the European Communities
Research Directorate-General
D.3
B-1049 Brussels, Belgium

For the *coordinator*: UNIVERSITAT DE VALENCIA
IFIC, Univ. Valencia - CSIC
Edificio Institutos de Paterna,
Burjassot (Valencia), 22085, 46071, Spain

2. Where the *contract* foresees that information or documents are to be transferred by electronic means, the following functional mailboxes shall be used:

For the *Commission*: renat.bilyalov@ec.europa.eu

For the *coordinator*: antonio.pich@uv.es

3. The bank account of the *coordinator* to which all payments of the *Community* financial contribution shall be made is:

Name of Account holder: Universitat de València. Estudi General

Name of the bank: BANCAJA

IBAN: ES7720770735893100159143

4. Each party to the *contract* shall inform the other parties without delay of any changes in the names or addresses identified in paragraphs 1 and 2 above.

Article 12 - Applicable law

The law of Belgium shall govern this *contract*.

Article 13 - Jurisdiction

The Court of First Instance or the Court of Justice of the European Communities, as is appropriate in the specific case, shall have sole jurisdiction to hear any disputes between the *Community* and the *contractors* as regards the validity, the application or any interpretation of this *contract*.

Article 14 - Annexes forming an integral part of this contract:

1. The following annexes form an integral part of this *contract*:

Annex I - Description of work

Annex II - General Conditions

Annex III - Specific provisions related to MARIE CURIE RESEARCH TRAINING NETWORKS

Annex IV - Form A - consent of *contractors* to accede to the *contract*

Annex V - Form B - accession of new legal entities to the *contract*

Annex VI - Form C - financial statement per instrument

2. In the event of any conflict between the provisions of the Annexes to this *contract* and any provision of this part of the *contract*, the latter shall take precedence. 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.

3. The special conditions set out in Article 9 shall take precedence over any other provisions of this *contract*.

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Done at Brussels , in English

For the *coordinator*



.....
Name

Maria Josep Cuenca Ordinar

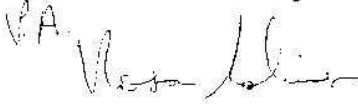
Vicerectora d'Investigació

..... i Política Científica...

Function

.....
Signature

(stamp or seal of the organisation)



.....
Date 4/8/2006



For the Commission

A. IRETA SUAREZ

.....
Name

R. LIBERALI

Director

.....
Function

P.O. R. Saura

.....
Signature

11-08-06

.....
Date

