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 organisation, 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.

Office: SDME 03/04. Telephone: direct line (32-2) 296 05 14. Fax: (32-2) 296 21 36.
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-whatisp6.htm

Yours sincerely,

Bruno SCHMITZ
COMMISSION OF THE EUROPEAN COMMUNITIES
RESEARCH DIRECTORATE-GENERAL

Structuring the ERA

MARIE CURIE RESEARCH TRAINING NETWORKS

FLAVIA.net

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
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 Ibáñez, 13, VALENCIA, 46100, Spain, represented by Francisco Tomàs, Rector, or his authorised representative the contractor acting as coordinator of the consortium,

(the "contractor") 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 adhere 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, BELLATERA (CERDÀVOLA DEL VALLES), 08193, Spain represented by LLUIS FERRER CABRET, 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 SLASKI, 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 Tomas 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")
The consortium shall carry out the work set out in Annex 1 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 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 11.5, 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.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 the 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 complimentary 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.
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: ES7207707355093100159143

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.
Done at Brussels, in English

For the coordinator

______________________________
Name

María Josep Cuenca Ordina
Vicerrectora d’Investigació
Política Científica

Function

______________________________
Signature
(stamp or seal of the organisation)

Date: 4/3/2006

For the Commission

______________________________
Name
R. LIBERALI
Director

Function

______________________________
Signature

Date: 4/3/2006

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TO

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