

**SEVENTH FRAMEWORK PROGRAMME OF THE  
EUROPEAN UNION**

**RESEARCH EXECUTIVE AGENCY**

**SP3-People**

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

**Networks for Initial Training (ITN)**

**Multipartners ITN**

**FP7-PEOPLE-2012-ITN**



**Grant Agreement Number 317452**

**UNIKE**

**Universities in the Knowledge Economy**

**PITN-GA-2012-317452**

**SEVENTH FRAMEWORK PROGRAMME**

**GRANT AGREEMENT No 317452**

**MULTI-BENEFICIARY**

**PROJECT TITLE UNIKE**

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

**Networks for Initial Training (ITN)**

The **Research Executive Agency** (the "*REA*"), acting under powers delegated by the European Commission (the "*Commission*")

of the **one part**,

**and AARHUS UNIVERSITET**, established in Nordre Ringgade 1, AARHUS C, 8000, Denmark represented by Hanne Løngreen, Head of Department and/or Mette Thunø, Dean or their authorised representative, the *beneficiary* acting as "*coordinator*" of the *consortium* (the "*coordinator*"), ("*beneficiary no. 1*"),

of the **other part**

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**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 Tim Rose, Faculty Financial Controller and/or Emma Gibbons, Deputy Faculty Financial Controller or their authorised representative ("*beneficiary no. 2*"),

- **ROEHAMPTON UNIVERSITY LBG**, established in ROEHAMPTON LANE, LONDON, SW15 5PJ, United Kingdom represented by Stephen Hughes, Head and/or Paul O'Prey, Vice-chancellor or their authorised representative ("*beneficiary no. 3*"),
- **UNIVERZA V LJUBLJANI**, established in KONGRESNI TRG 12, LJUBLJANA, 1000, Slovenia represented by Radovan Stanislav Pejovnik, Rector or his authorised representative ("*beneficiary no. 4*"),
- **UNIVERSIDADE DO PORTO**, established in PRACA GOMES TEIXEIRA, PORTO, 4099 002, Portugal represented by José Alberto Correia, Dean and/or São Luis Castro, Vice dean or their authorised representative ("*beneficiary no. 5*"),
- **ECOLE NORMALE SUPERIEURE DE LYON**, established in PARVIS RENE DESCARTES 15, Lyon, 69342, France represented by Olivier Faron, General Director and/or Didier Bouquet, Managing Director or their authorised representative ("*beneficiary no. 6*"),

All the *beneficiaries* together form the *consortium* (the "*consortium*").

2. The *coordinator* shall send to the *REA* 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 *REA* is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the *REA*, 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.

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## Article 2 - Scope

The European Union ("*the Union*"), has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *Universities in the Knowledge Economy (UNIKE)* (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 February 2013 (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 financial contribution of the Union

1. The maximum financial contribution of the Union to the project shall be EUR 4,243,628.07 (four million two hundred and forty three thousand six hundred and twenty eight EURO and seven cents). 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: AARHUS UNIVERSITET

Name of bank: DANSKE BANK A/S

Account reference: DK1630003627896506

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## Article 6 - Pre-financing

A pre-financing of EUR 2,758,358.25 (two million seven hundred and fifty eight thousand three hundred and fifty eight EURO and twenty five 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 212,181.40 (two hundred and twelve thousand one hundred and eighty one 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 financial contribution of the Union referred to in Article 5.1, is transferred in their name by the REA 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 *REA* 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 *REA* 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.15.5.

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.

## 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 *REA*:            Research Executive Agency  
                              Marie Curie - Host-Driven Actions  
                              COV 2, B-1049 Brussels, Belgium

For the *coordinator*: Mr. Torben Kjeld Lademann  
                              AARHUS UNIVERSITET  
                              Department of Education  
                              Tuborgvej 164  
                              Copenhagen NV 2400  
                              DENMARK



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

For the *REA*: <http://ec.europa.eu/research/participants/portal/appmanager/participants/portal>

For the *coordinator*: [suwr@dpu.dk](mailto:suwr@dpu.dk)

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 *REA* identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of Unit of Marie Curie - Host-Driven Actions.

## **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 and the *REA* 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.

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.

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## **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 *REA*, on the day of the last signature.

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Done in two originals in English.

For the *coordinator* done at AARHUS C

For the *REA* done at Brussels

AARHUS UNIVERSITY  
Name of the legal entity

Jean-Bernard VEYRET  
Head of Unit

HANNE LONGREEN, HEAD OF DEP.  
Name of the legal representative

Name of the legal representative

Department of Education  
Aarhus University  
Tuborgvej 164

DK-2400 Copenhagen NV  
Stamp of the organisation (if applicable)

*Hanne Longreen*  
Signature of legal representative

*Jens Hemmelstrup*  
Signature of legal representative

04.07.2012  
Date

9/8/2012  
Date

