



Research Executive Agency

Unit P4 Host driven actions
Head of Unit

Brussels, 07 DEC. 2009
REA-P4/JBV/VS/am – D(2009) 6883

UNIVERSITETET I BERGEN
Inger Gjesdahl
Department of Research
Management
Prof. Keyserstgt. 8
Bergen 5007
Norway

REGISTERED WITH ACKNOWLEDGMENT OF RECEIPT

Subject : **FP7 Call for Proposals: FP7-PEOPLE-ITN-2008**
Grant Agreement No. 238405
Acronym: CLARA

Dear Dr. Gjesdahl,

Please find enclosed the above grant agreement duly signed on behalf of the Research Executive Agency (REA). The grant agreement entered into force on that day. In accordance with the terms of the grant agreement, the official start date of the project is **1/12/2009**.

By the Lisbon Treaty, the Member States establish among themselves a EUROPEAN UNION, on which the Member States confer competences to attain objectives they have in common. In this sense the Treaty states that *"the Union shall replace and succeed the European Community"*.

Therefore, this grant agreement is concluded by the Commission on behalf of the European Union and should be read in accordance with the modifications introduced by the Lisbon Treaty as regards its structure and law. Any reference to the European Community should be read as a reference to the European Union, including references to institutions, bodies and law.

You should also inform the consortium about this change and keep a copy for your file.

You are requested to distribute a copy to each beneficiary.

If not already done, please make sure that one of the three signed originals of the accession Form A is sent to the REA at the latest 45 calendar days after entry into force of the grant agreement. Should any beneficiary, fail or refuse to accede to the grant agreement within the previous deadline, the REA will no longer be bound by its offer to the said beneficiary(ies) in conformity with Article 1.3 of the grant agreement.

The beneficiaries' Form A, duly signed by the beneficiary(ies) authorised legal representative identified in the grant agreement¹ and countersigned by the authorised legal representative of your organisation, should be sent without delay to the REA at the following address:

Research Executive Agency (REA)
Valeria La Spina
Unit P4 – Host Driven Actions COV2 16/102
B-1049 Brussels
Belgium

Within 45 days following the entry into force of the grant agreement you should receive the pre-financing for the consortium foreseen under the terms of the grant agreement. It should be distributed in accordance with the terms of the grant agreement and any relevant provisions of the consortium agreement. **Please also note that the distribution of these funds is subject to the provisions set out in Article II.6 (payment modalities) and 7 (special clauses) of the grant agreement.**

I would like to 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 European Union contribution, are an estimate for the expected eligible costs to be incurred by the beneficiaries under the project. **The actual European Union contribution, however, will be determined by the actual eligible costs incurred, in accordance with the provisions of Articles II.15 and 16 of the grant agreement.**

I would like to remind you that the REA requires the coordinator to place the pre-financing that will be paid in accordance with the grant agreement on an interest-bearing account remunerated in accordance with normal market conditions. This obligation stems from the Community Financial Regulations (Art. 5 bis FR and Art. 4 bis ME) and from the grant agreement Art. II.6.

Concerning the operational handling of pre-financing to be placed in interest-bearing accounts, please note also the following:

- The obligation to place pre-financing on an interest-bearing account only applies to the coordinator and covers only the funds still to be distributed among the beneficiaries.

¹ If the authorised legal representative indicated in the grant agreement is not the person having signed it, please indicate in the accompanying letter the reason for this and confirm the legal authorisation of the person having signed.

- For operational reasons and where explicitly requested it will be allowed that the coordinator receives the pre-financing on a bank account not generating interest, under the condition that it commits itself to immediately transfer the funds to an interest-bearing account.
- It will not be required that beneficiaries create a new account for each grant agreement they manage; however, should the pre-financing of several grant agreements be placed on the same interest-bearing account, it must be ensured that beneficiaries can identify, on an annual basis, the interest generated by the pre-financing of each grant agreement and that such amounts are reported to the individual grant agreements.

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

Andrea Magyari Tel. +32-2-298 51 11 / E-mail: andrea.magyari@ec.europa.eu

More information regarding FP7 and Marie Curie actions can be found on the website http://cordis.europa.eu/fp7/home_en.html

Yours sincerely,



Jean Bernard Veyret

- Enclosures:
- Original signed grant agreement
 - Information leaflets that should be given to all the fellows funded upon their commencement. It informs them about their rights and also obligations as Marie Curie fellows

ORIGINAL

**SEVENTH FRAMEWORK PROGRAMME OF THE
EUROPEAN COMMUNITIES**

RESEARCH EXECUTIVE AGENCY

SP3-People

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

Networks for Initial Training (ITN)

FP7-PEOPLE-ITN-2008

Grant Agreement Number 238405

CLARA

Common Language Resources and their Applications

PITN-GA-2009-238405

ORIGINAL

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 238405

MULTI-BENEFICIARY

PROJECT TITLE CLARA

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 Commission of the European Communities (the "Commissston")

of the one part,

and UNIVERSITETET I BERGEN, established in Museplassen 1, BERGEN, 5007, Norway represented by Kristen Haugland, Research Director and/or Inger Gjesdahl, 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 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*.

• **EBERHARD KARLS UNIVERSITAET TUEBINGEN**, established in Geschwister-Scholl-Platz , TUEBINGEN, 72074, Germany represented by Andreas Rothfuss, Chancellor or his authorised representative ("*beneficiary no. 2*"),

• **TILDE SIA**, established in VIENIBAS GATVE 75 A, RIGA, 1004 , Latvia represented by Andrejs Vasiljevs , Chairman of the Board and/or Uldis Dzenis, Board member or their authorised representative ("*beneficiary no. 3*"),

• **Københavns Universitet**, established in Nørregade 10, KØBENHAVN K , 1017, Denmark represented by Jørgen Honoré, University Director and/or Jens-Peter Lynov, Vice President or their authorised representative ("*beneficiary no. 4*"),

• **UNIVERSITAT POMPEU FABRA**, established in PLACA DE LA MERCE 10-12, BARCELONA, 08002, Spain represented by Louise Elizabeth McNally Seifert, Vice Rector for Research or her authorised representative ("*beneficiary no. 5*"),

- **HELSINGIN YLIOPISTO**, established in YLIOPISTONKATU 4, HELSINGIN YLIOPISTO, 00014, Finland represented by Johanna Björkroth, Vice-Rector and/or Hannele Niemi, Vice-Rector or their authorised representative ("*beneficiary no. 6*"),
- **UNIVERZITA KARLOVA V PRAZE**, established in Ovocny trh 5, PRAHA 1, 11636, Czech Republic represented by Václav Hampl, Rector and/or Zdenek Nemecek, Dean of the Faculty or their authorised representative ("*beneficiary no. 7*"),
- **NORGES HANDELSHOYSKOLE**, established in HELLEVEIEN 30, BERGEN, N-5045, Norway represented by Ragnar Fagereng, Director General and/or Bjarte Grønner, Research Coordinator or their authorised representative ("*beneficiary no. 9*"),
- **MAX PLANCK GESELLSCHAFT ZUR FOERDERUNG DER WISSENSCHAFTEN E.V.**, established in Hofgartenstrasse 8, MUENCHEN, 80539, Germany represented by Anne Cutler, Managing Director of the MPI and/or Paul Lommen, Head of Administration or their authorised representative ("*beneficiary no. 10*"),

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.

Article 2 - Scope

The *European Community* (the "*Community*"), has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *Common Language Resources and their Applications (CLARA)* (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 December 2009 (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 Community financial contribution

1. The maximum *Community* financial contribution to the *project* shall be EUR 3,613,919.00 (*three million six hundred and thirteen thousand nine hundred and nineteen EURO*). The actual *Community* financial contribution shall be calculated in accordance with the provisions of this *grant agreement*.

2. Details of the *Community* financial contribution are contained in Annex I to this *grant agreement* which includes:

- a table of the estimated breakdown of budget and *Community* financial contribution 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 *Community* financial contribution shall be made is:

Name of account holder: Universitetet i Bergen
Name of bank: DnBNOR ASA
Account reference: NO7950110447229

Article 6 - Pre-financing

A *pre-financing* of EUR 2,349,047.35 (*two million three hundred and forty-nine thousand forty-seven EURO and thirty-five cents*) shall be paid to the *coordinator* within 45 days following the date of entry into force of the *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 180,695.95 (*one hundred and eighty thousand six hundred and ninety-five EURO and ninety-five cents*), corresponding to the *beneficiaries'* contribution to the Guarantee Fund referred to in Article II.19 and representing 5% of the maximum *Community* financial contribution 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.13 and II.14.

Costs incurred by the *consortium* in relation to the *project* review shall be eligible under the activity referred to in Article II.15.6.

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

ORIGINAL

REA
Marie Curie - Host Driven Actions
COV 2, B-1049 Brussels, Belgium

For the *coordinator*: Inger Gjesdahl
UNIVERSITETET I BERGEN
Department of Research Management
Prof. Keyersgt. 8
Bergen 5007
Norway

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

For the *REA*: <http://webgate.ec.europa.eu/sesam/index.do>

For the *coordinator*: clarin@uib.no

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 *Community* financial contribution is a contribution from the *Community* 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 *Community* acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other *Community* 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 256 of the Treaty establishing the *European Community*.

Notwithstanding the *Commission's* right to directly adopt the recovery decisions referred to in the previous paragraph, the Court of First Instance or, on appeal, the Court of Justice of the European Communities, shall have sole jurisdiction to hear any dispute between the *Community* 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 REA, on the day of the last signature.

Done in two originals in English.

For the coordinator done at BERGEN

For the REA done at Brussels

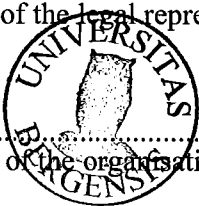
UNIVERSITETET I BERGEN
Name of the legal entity

Jean-Ernard VEYRET
Head of Unit
Host-Driven Actions
REA P4

INGER GWESDAHL
Name of the legal representative

VEYRET Jean-Bernard
Name of the legal representative

Stamp of the organisation (if applicable)



Inger Gjesdahl
Signature of legal representative

[Handwritten signature of Jean-Bernard Veyret]
Signature of legal representative

16.11.2009
Date

30 November 2009
Date

