

EMRP

JRP-CONSORTIUM AGREEMENT



in the field of

Quantum resistance metrology based on graphene

SIB51 - GraphOhm

Between

Physikalisch-Technische Bundesanstalt, PTB, Germany,
acting as JRP-Coordinator for the JRP-Consortium,

Cesky Metrologický Institut Brno, CMI, Czech Republic,

Eidgenössisches Institut für Metrologie, METAS, Switzerland,

Laboratoire national de métrologie et d'essais, LNE, France,

Mittatekniikan Keskus, MIKES, Finland,

NPL Management Limited, NPL, United Kingdom,

Slovenský Metrologický Ústav, SMU, Slovakia,

SP Sveriges Tekniska Forskningsinstitut AB, SP, Sweden,

Korea Research Institute of Standards and Science, KRISS, Republic of Korea

- Hereinafter referred to as JRP-Partner(s) -

Unless otherwise stated, hereinafter, jointly or individually, referred to as "Party" or "Parties".

WHEREAS:

The Parties wish to specify binding commitments between themselves with this JRP-Consortium Agreement (hereinafter referred to as "Agreement") and to address the key elements of their relationship under the JRP in accordance with the provisions of the SIB51 - GraphOhm JRP-Contract and its Appendices in its relevant versions.

The words and phrases used in this Agreement have the same meaning as defined in the SIB51- GraphOhm JRP-Contract (hereinafter referred to as "JRP-Contract").

Therefore it is hereby agreed as follows:

1. PURPOSE

- (1) The Parties have formed a consortium (hereinafter referred to as “JRP-Consortium”) which receives funding for this JRP within the EMRP (European Metrology Research Programme).
- (2) The Parties hereby enter into this Agreement to specify the organisation of the work between the Parties, to organise the management of the JRP and to define the respective rights and obligations of the Parties. The Parties agree to cooperate pursuant to the terms of this Agreement in order to execute and fulfil the JRP-Contract and perform their tasks designated in Annex Ia to the JRP-Contract (JRP-Protocol).
- (3) This Agreement supplements the JRP-Contract. In case the terms of this Agreement are in conflict with the terms of the JRP-Contract, the terms of the latter shall prevail. In case of conflicts between the appendices and the core text of this Agreement, the latter shall prevail. The order of precedence of contract clauses governing IPR is defined in Clause 5 (3) (Intellectual Property Rights) of this Agreement.
- (4) This Agreement also governs the interaction between the JRP-Partners and the EMRP Researcher Grant Beneficiaries¹, in case this JRP benefits from a complementary EMRP Researcher Grant.

2. DURATION

- (1) This Agreement shall come into force as from 01. July 2013.
- (2) The Agreement shall remain in force and effect until complete discharge of all activities and obligations for carrying out the JRP in accordance with the JRP-Contract and this Agreement.
- (3) Should any JRP-Partner fail or refuse to sign this Agreement within the deadline established in the JRP-Contract, and the JRP-Consortium through the JRP-Coordinator not propose appropriate solutions to ensure the implementation of the JRP to EURAMET, EURAMET may terminate the JRP-Contract and this Agreement shall not come into force.

3. RESPONSIBILITIES

3.1. JRP-COORDINATOR

- (1) Dr. Franz Josef Ahlers, Physikalisch-Technische Bundesanstalt, PTB, Germany, is the JRP-Coordinator.
- (2) The JRP-Coordinator shall be the intermediary between the Parties and EURAMET and shall perform all tasks assigned to him/her as described in the JRP-Contract and in this Agreement.
- (3) In particular, the JRP-Coordinator shall be responsible for:
 - verifying whether the JRP-Partners identified in the JRP-Contract complete the necessary formalities for accession to the JRP-Contract in accordance with the JRP-Contract;
 - advising and directing the Parties on the developments necessary for the JRP;
 - preparing the meetings, proposing decisions and preparing the agenda of meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings;

¹ See Clauses 3.3 and 9 (3) to this Agreement.

EMRP

- coordinating the preparation of the JRP reports and collecting, reviewing and submitting the JRP reports and other deliverables to EURAMET;
 - ensuring that information, communications and any other documents concerning the JRP are circulated promptly among the Parties and, as appropriate, any other parties concerned, as may be necessary for the proper execution of the JRP;
 - keeping the address list of JRP-Partners and other contact persons updated and available;
 - establishing and maintaining the list of Collaborators;
 - providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the JRP-Coordinator when such copies or originals are necessary for the Parties to execute their responsibilities under the JRP-Contract.
- (4) If one or more of the Parties is late in submission of any JRP deliverable, the JRP-Coordinator shall nevertheless submit the other Parties' JRP deliverables to EURAMET in time. The JRP-Coordinator shall send out a reminder to the Party(ies) being late in the submission of JRP deliverables but such reminder shall not affect the obligations and responsibilities of such Party(ies).
- (5) If the JRP-Coordinator fails in his/her coordination tasks, the JRP-Consortium may propose to EURAMET to change the JRP-Coordinator.
- (6) The JRP-Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other party.
- (7) The JRP-Coordinator shall not enlarge his/her role beyond the tasks specified in this Agreement and in the JRP-Contract.
- (8) If the individual JRP-Coordinator, named in the JRP-Contract, leaves the role as JRP-Coordinator during the lifetime of this JRP:
- the coordinating organisation for this JRP will propose to the other JRP-Partners, within 20 days of being notified, a new individual JRP-Coordinator to take over the role and responsibilities as the JRP-Coordinator for this JRP;
 - the coordinating organisation for this JRP will inform EURAMET and request an amendment to the JRP-Contract.

3.2. JRP-PARTNERS

- (1) The JRP-Consortium will be under the overall direction of all JRP-Partners together with the JRP-Coordinator.
- (2) The JRP shall be implemented on the basis of equality and in a cooperative spirit.
- (3) The JRP-Partners shall take all necessary and reasonable measures to ensure that all their activities and obligations are carried out, promptly, actively and on time, in accordance with the terms and obligations of the JRP-Contract and this Agreement.
- The distribution of tasks, budget, timescales, responsibilities and limitations for each JRP-Partner is specified in the Annex Ia and Annex Ib of the JRP-Contract.
- (4) The JRP-Partners shall make appropriate internal arrangements to ensure the efficient implementation of the JRP-Contract and this Agreement. The JRP-Partners shall ensure that any agreement concluded between the JRP-Partners to this end does not contradict the provisions of the JRP-Contract and this Agreement.
- (5) In particular, the JRP-Partners shall in particular make reasonable endeavours:
- to provide the JRP-Coordinator as promptly as reasonably possible with any documents or other information needed to fulfil the requirements of the JRP-Contract and this Agreement;

EMRP

- to deliver reports and project results on time to the JRP-Coordinator or, as appropriate, WP-Leader;
 - to inform the JRP-Coordinator and each of the JRP-Partners in due time of any event or circumstances which might affect the implementation or significantly delay the performance of the JRP, or of unforeseen circumstances;
 - to ensure the accuracy of information or materials it supplies hereunder and promptly to correct any errors herein of which it is notified;
 - to inform each other and EURAMET (through the JRP-Coordinator unless otherwise directed by EURAMET) in due time of names, contact, legal and financial details of JRP-Partners (such as legal name, address of its legal representatives, legal financial, organisational or technical situation, including change of control and any changes of status), as well as any changes to that information; an up-to-date address list (Appendix 1) shall be accessible to all concerned;
 - to inform each other of relevant communications it receives from third parties in relation to the JRP;
 - to ensure that the deliverables or other information supplied to other JRP-Partners or to the JRP-Coordinator in the course of the JRP do not include material that is the subject of proprietary rights of a third party;
 - to ensure that any agreements or contracts entered into between the JRP-Partner and any subcontractor, or other third party, contain provisions extending EURAMET and the Court of Auditors' right to audit any work carried out under the specific agreements for which costs are claimed from the EURAMET financial contribution;
 - to take part in meetings concerning the supervision, monitoring and evaluation of the JRP-Contract and this Agreement, and the specific agreements which are relevant to it.
- (6) The JRP-Partners will make available the resources as agreed for the implementation of the Work Plan as described in Annex 1a of the JRP-Contract. Each JRP-Partner shall be solely liable for its financial data.
- (7) In case this JRP benefits from a complementary EMRP Researcher Grant, the JRP-Consortium shall ensure that the research activities executed under or associated with this JRP are carried out as necessary in order to ensure the success of the interaction with the EMRP Researcher Grant Beneficiaries.
- a) The JRP-Partners shall carry out the activities as necessary to ensure the success of such cooperation. The JRP-Partners shall provide all necessary access rights and information to the EMRP Researcher Grant Beneficiary(ies) and shall ensure that the EMRP Researcher Grant Beneficiary(ies) gets all the necessary support from the JRP-Partners in order to comply with contractual and reporting responsibilities, in particular:
- perform his/her assigned research activities within the JRP correctly and in a timely manner;
 - complete and submit the required reports and deliverables.
- b) If a JRP-Partner is concurrently an EMRP Researcher Grant Beneficiary, this JRP-Partner shall sign Appendix 7a/7b and/or Appendix 8 to this Agreement to accept additional responsibilities for implementing the EMRP Researcher Grant associated with this JRP.
- (8) Prior to any secondments in the scope of a JRP not covered by an EMRP Researcher Grant, a guest working agreement shall be signed. A *model agreement* can be provided by the EMRP-MSU. An alternative guest working agreement may be used if it enables the JRP-Partners to fulfil their obligations under this Agreement and under the JRP-Contract.

3.3. EMRP RESEARCHER GRANT BENEFICIARY(IES)

- (1) In case this JRP benefits from a complementary EMRP Researcher Grant, EMRP Researcher Grant Beneficiary(ies) mean
 - for an Individual REG, the individual EMRP Grant Researcher on the one hand, and the Home Organisation and/or the Guestworking Organisation (the organisations employing or hosting the individual EMRP Grant Researcher) on the other hand, which receive funding from the EMRP Researcher Grant Scheme.
 - for an Organisation REG, the organisation which receives funding from the EMRP Researcher Grant Scheme; also referred to as Home Organisation where the Research Activities under the associated EMRP Researcher Grant are carried out.
 - for a RMG/ESRMG, the individual EMRP Grant Researcher on the one hand, and the Employing Organisation and the Guestworking Organisation (the organisations employing or hosting the individual EMRP Grant Researcher) on the other hand, which receive funding from the EMRP Researcher Grant Scheme.
- (2) In case this JRP benefits from a complementary EMRP Researcher Grant, the JRP-Consortium has agreed to interact with the EMRP Researcher Grant Beneficiary(ies) executing specified Research Activities associated with this JRP, as identified in Annex 1 of the relevant EMRP Researcher Grant Contract (Research Schedule).
- (3) The relationship between EURAMET, the EMRP Grant Researcher, the Home Organisation, the Employing Organisation and/or the Guestworking Organisation, and the necessary rights and obligations for the interaction will be addressed in the relevant EMRP Researcher Grant Contract in agreement with the JRP-Consortium.
- (4) The implementation of the cooperation with the EMRP Researcher Grant Beneficiaries of the EMRP Researcher Grant associated with this JRP shall be specified in an Appendix to this Agreement, which shall define the respective rights and obligations of the parties.
 - a) In case this JRP benefits from a complementary Researcher Excellence Grant (REG), the responsibilities for implementing the EMRP Researcher Grant associated with this JRP are laid down in Appendix 7a (Individual REG) and Appendix 7b (Organisation REG) to this Agreement, which shall be signed by the JRP-Coordinator, on behalf of the JRP-Consortium, and all relevant EMRP Researcher Grant Beneficiaries.
 - b) In case this JRP benefits from a complementary Researcher Mobility Grant (RMG) or Early-Stage Researcher Mobility Grant (ESRMG), the responsibilities for implementing the EMRP Researcher Grant associated with this JRP are laid down in Appendix 8 to this Agreement, which shall be signed by the JRP-Coordinator, on behalf of the JRP-Consortium, and all relevant EMRP Researcher Grant Beneficiaries.

4. MEETING PROCEDURES

- (1) Progress Meetings shall be convened at least twice a year in order to review technical, scientific and financial progress and to confirm the management and review processes.
 The JRP-Coordinator shall give three (3) weeks notice, unless otherwise agreed, at times and places convenient for the proper conduct of the business to be transacted. The JRP-Coordinator shall promptly convene a Progress Meeting, and in any case within four weeks, if requested to do so by three or more Parties.
- (2) The Agenda shall be proposed by the JRP-Coordinator and circulated with the notice of the Progress Meeting. The Parties present or represented can unanimously agree to add a new item to the original agenda during a meeting.

EMRP

- (3) The Parties shall generally ensure continuity of representation at Progress Meetings. All those attending or being represented at Progress Meetings shall be deemed to have appropriate authority to commit the Parties to the decisions taken.
- (4) In principle, decisions shall be taken by consensus of the Parties present. If the Parties cannot agree, then decisions shall be taken by simple majority vote of the funded JRP-Partners present. Each funded JRP-Partner present or represented in the meeting shall have one vote. The JRP-Coordinator shall have the casting vote.
- (5) Collaborators to this JRP shall be invited to relevant Progress Meetings or parts thereof but shall have no voting rights.
- (6) Progress Meetings may be conducted in person or by video-conference. Any decision may be also taken without a meeting by circulating a written document to all Parties, which is then agreed with appropriate evidence by the majority of the Parties.
- (7) Unless otherwise agreed, the JRP-Coordinator shall be responsible for the prompt preparation, circulation and keeping of the minutes of Progress Meetings and for ensuring that the actions agreed upon are implemented. Draft minutes shall be circulated to the Parties within twenty-one (21) days of the Progress Meeting. If after seven (7) days of circulation of the draft no objection to them has been raised they shall be deemed to have been accepted as an accurate record.

5. INTELLECTUAL PROPERTY RIGHTS (IPR)

- (1) The Parties agree to respect their individual Intellectual Property Rights. Each Party shall bear sole responsibility for ensuring that its acts within the JRP do not knowingly infringe third party property rights.
- (2) Regarding IPR, in particular Access Rights needed for the purposes of the JRP and Foreground IP which has been generated in the scope of this JRP, the EMRP IPR Policy shall apply. In respect of ownership, transfer, protection, use and dissemination of Foreground IP and Background IP, the Parties have agreed on specific detailed arrangements which are added as an Appendix to this Agreement (Appendix 2). In case the terms of this Appendix are in conflict with German law the specific provisions of the Appendix shall prevail.
- (3) In case of conflict, the order of precedence of contract clauses governing IPR shall be as follows: (1) JRP-Contract (Clause 14); (2) JRP-Consortium Agreement (Clause 5 and Appendix 2 and Appendix 3); and (3) EMRP Researcher Grant Contract (Clause 10 (Individual REG) and Clause 9 (Organisation REG/RMG/ESRMG) respectively).
- (4) Any Party may enter, in an Appendix to this Agreement, that any specific Background IP shall be excluded from the obligation to grant Access Rights in accordance with the EMRP IPR Policy. All other Background IP except that listed in Appendix 3 of this Agreement shall be available for granting of Access Rights.
- (5) Each Party shall take all reasonable measures to ensure that it can fulfil its obligations under the JRP-Contract to grant Access Rights notwithstanding any personal rights or interests of the individuals involved in working on the JRP and regardless of their employment status where it is needed to carry out work for the JRP.

6. CONFIDENTIALITY AND DISSEMINATION OF INFORMATION

- (1) The minutes of the Progress Meetings and the results and observations thereof shall be considered confidential unless all Parties agree otherwise.
- (2) The Parties undertake to preserve the confidentiality of any data, documents or other material which are disclosed in the scope of the JRP and which are identified as confidential in relation to the execution of the JRP ("Confidential Information").

EMRP

Where the Confidential Information was communicated orally, its confidential character must be confirmed by the disclosing Party in writing with fifteen (15) days after disclosure.

- (3) The Party receiving Confidential Information ("Recipient") hereby undertakes in addition and without prejudice to any commitment of non-disclosure under the JRP-Contract, for a period of five (5) years after the end of the JRP:
 - not to use Confidential Information otherwise than for the purpose for which it was disclosed;
 - not to disclose Confidential Information to any third party without the prior written consent by the disclosing Party;
 - to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
 - to return to the disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.
- (4) The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the JRP and/or after the termination of employment.
- (5) The confidentiality and non-use provisions of this Clause shall not apply where:
 - information is given to EURAMET and its bodies;
 - information is already known to the Recipient at the time of receipt as evidenced by the Recipients written records;
 - information is or becomes public knowledge otherwise than through default on the part of the Recipient;
 - information is received from a third party with good legal title thereto;
 - information must be disclosed by the receiving Party pursuant to a legal obligation;
 - information is required by EURAMET or the JRP-Consortium to present to the European Commission insofar as needed for the proper carrying out of the EMRP;
 - the disclosing party subsequently informs the recipient that the confidential information is no longer confidential.
- (6) The Parties undertake to use such confidential information only in relation to the execution of the JRP unless otherwise agreed with the disclosing Party.
- (7) If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:
 - notify the disclosing Party, and
 - comply with the disclosing Party's reasonable instructions to protect the confidentiality of the information.
- (8) Each Party may, subject to the agreement of the others only, extend access to the information to third parties provided that the third party is made subject to a non-disclosure agreement which makes substantially the same provisions as are made herein, and the form of which is acceptable to all Parties.
- (9) The provisions of this Clause shall survive the expiration or termination of this Agreement for a period of five (5) years.

7. PUBLICATION

- (1) The Parties shall aim to disseminate the results generated in the scope of the JRP (Foreground IP).

Notification of any such dissemination activity by a Party shall be provided to all Parties whose Foreground IP, Background IP or results form part of the intended dissemination 45 days in advance of its proposed dissemination. Within 30 days of receiving such notification of the proposed dissemination the Parties may reasonably object to this dissemination activity, if it would adversely affect the ability to exploit their Foreground IP or Background IP. In such cases, the dissemination activity may not take place unless appropriate steps are taken to safeguard these legitimate interests.

For the avoidance of doubt, a Party may not disseminate Foreground IP or Background IP of another Party without the other Party's prior written approval.

- (2) Any publication or any other dissemination relating to this JRP shall be in accordance with Appendix 2, in particular Section III.5., of this Agreement.

Furthermore, all published material shall include the following statement to indicate the co-funding by the European Union:

'The EMRP is jointly funded by the EMRP participating countries within EURAMET and the European Union.'

The Parties shall ensure to acknowledge the financial support from the European Union in their external communication and shall display in an appropriate way the logo².

This authorisation to use the logo implies no right of exclusive use. It does not permit the appropriation of the logo, or any similar trademark or logo, whether by registration or by any other means.

- (3) An electronic copy of papers accepted for publication shall be provided to the EURAMET Open Access Repository for archiving.
- (4) Since the activities within/under the JRP is funded within the EMRP, dissemination activities shall also be compatible with EURAMET's interests. EURAMET may object should it become evident that such dissemination activity is not compatible with EURAMET's interests.

8. LIABILITY

- (1) Funded JRP-Partners shall be liable for the funds they have received. If the European Commission or EURAMET claims any reimbursement, indemnity or payment of damages relating to matters of this JRP the funded JRP-Partner whose default has caused the claim shall pay to EURAMET the full amount of such reimbursement, indemnity, or payment of damages immediately. If the funds cannot be recovered by EURAMET from the responsible funded JRP-Partner for any reason (for example its organisation enters into liquidation) liability shall be assumed by the other funded JRP-Partners in relative proportions to their funding received.
- (2) In respect of any information or materials supplied by one Party to another under this JRP, the receiving Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials.
- (3) The Parties shall be liable to each other for damages incurred in the implementation of this JRP only if such damages are caused intentionally or by gross negligence, unless said damages relate to loss of life, personal injury or damage to health. This limitation of liability shall also be valid for the employees of the Parties. Each Party indemnifies all other Parties against losses caused by the wrongful or gross negligent acts or omissions of its employees and agents. No Party shall be responsible to any other

² The logo can be downloaded from the following webpage: www.emrponline.eu

EMRP

Party for indirect or consequential loss or similar damage such as, but not limited to, loss of profit.

9. ACCESSION AND AMENDMENTS

- (1) Further Parties may join the JRP and accede to this Agreement:
 - if the benefit is deemed to be appropriate and necessary and the JRP-Consortium agrees following the procedure of Clause 20.3 of the JRP-Contract.
 - if an EMRP Researcher Grant is awarded.
- (2) A new JRP-Partner enters this JRP-Consortium upon signature of the Declaration of Accession by the new JRP-Partner and the JRP-Coordinator (Appendix 4 to this Agreement). Such accession shall come into force on the date specified in that declaration.
- (3) EMRP Researcher Grant Beneficiaries enter the JRP-Consortium Agreement upon signature of the Declaration of Accession by the EMRP Researcher Grant Beneficiaries and the JRP-Coordinator (Appendix 7a/7b and Appendix 8 to this Agreement). Such accession shall come into force on the date specified in that declaration.
- (4) No variation or amendment of this Agreement will be effective unless it is made in writing, in accordance with the JRP-Contract and signed by each Party's representative.

10. TERMINATION

- (1) This Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Agreement and the JRP-Contract (Termination).
- (2) If EURAMET terminates the JRP-Contract or a JRP-Partner's participation in the JRP-Contract, this Agreement shall automatically terminate in respect of the affected JRP-Partner(s), subject to the provisions surviving the expiration or termination of this Agreement.
- (3) In the event that a Party withdraws or is excluded from the JRP, it shall not end its obligations. This includes obligations:
 - to be responsible for that part of that JRP-Partner's work on the JRP which has been carried out (or which should have been carried out) under this Agreement or the JRP-Contract up to the date of withdrawal or termination;
 - any liabilities arising out of such withdrawal or termination;
 - to provide access to Background IP and Foreground IP attained in the scope of the JRP.
- (4) If circumstances arise under which a Party wishes to terminate its participation in this Agreement, that Party may make a written application to the other Parties for it to withdraw from the JRP and to terminate this Agreement with regard to itself.

A Party making such an application shall give as much notice as is practicable (but in no event less than one month's notice) to the other Parties.

Such notice shall fully set out the relevant circumstances, including:

- the specific grounds for which it considers that it will be prevented from fulfilling its agreed role in the JRP; and
- the reasons for which it considers there to be no realistic alternative to its withdrawing,

and shall state a specific date with effect from which the requesting Party proposes that such withdrawal and termination should be effective.

EMRP

On receipt of any request for withdrawal, the Parties shall use reasonable endeavours to reach agreement on either:

- reallocation of the requesting Party's work and contribution in order that the aims and objectives of the JRP can still be met after the proposed withdrawal, and submitting details of it to EURAMET; or
- the drafting of a restructured work programme and submitting it to EURAMET.

The Parties shall promptly submit details of any agreed resulting proposed work reallocation or agreed proposed revised work programme to EURAMET for its approval.

11. SETTLEMENT OF DISPUTES

Any dispute - except any labour law related disputes - under this Agreement will be settled amicably as far as possible. If no solution is found, the dispute will be submitted to an Arbitration Tribunal drawn from the EMRP Committee for binding arbitration. The Arbitration Tribunal shall consist in total of three members of the EMRP Committee with equal rights. The members of the Arbitration Tribunal shall not be drawn from the countries of the Parties in dispute unless it is unavoidable. In general, the Arbitration Tribunal shall be chaired by the EMRP Chair or the deputy EMRP Chair. The person chairing the Arbitration Tribunal shall appoint its members. The verdict of the arbitration will be final and binding upon the Parties.

12. SPECIAL CLAUSE(S) - COLLABORATORS *(when such exist)*

The following special clause(s) apply(ies) to this JRP-Consortium Agreement:

- (1) Collaborators are organisations with an interest in collaborating with this JRP. The collaboration shall be complementary to all or part of the research activities of this JRP. Collaborators cannot receive funding granted for this JRP and do not deliver the work content described in Annex 1a of the JRP-Contract. For that reason, Collaborators are not partners in the meaning of the JRP-Contract and this Agreement, and are not bound by it.
- (2) The JRP-Consortium wishes to establish a formal relationship with the organisation(s) listed in Appendix 5 (which each act as a "Collaborator" within the definition in the JRP-Contract) which have expressed an interest in working with the JRP.
- (3) The participation of such Collaborator(s) in this JRP, the relationship to the JRP-Consortium, activities and obligations will be defined in a separate "Exchange of Letters", which supplements this Agreement but shall not be in conflict with it. The "Exchange of Letters" shall be consistent with the JRP-Contract and this Agreement and their Annexes and Appendices in their relevant versions, but shall not be regarded as part of them. The JRP-Coordinator is responsible for the proper involvement of the Collaborators.
- (4) The JRP-Coordinator shall be responsible for obtaining the approval all of the Parties prior to signing the Exchange of Letters. Following this approval the JRP-Coordinator may sign the Exchange of Letters on behalf of the JRP-Consortium.
- (5) The Exchange of Letters shall be established and signed by the JRP-Coordinator and the Collaborator(s) prior to the commencement of any technical collaboration related to this JRP.
- (6) The final Exchange of Letters, bearing the signatures of the JRP-Coordinator and the Collaborator(s), shall be retained by the JRP-Coordinator. A copy of that final Exchange of Letters shall be circulated for each Party to attach to the respective copy of the Agreement as Appendix.

13. MISCELLANEOUS PROVISIONS

- (1) This Agreement is drawn up in English. All documents, notices and meetings for its application and/or extension or in any other way relative thereto shall be in English.
- (2) This Agreement shall be construed according to and governed by the law provided in the JRP-Contract, Clause 23.1 (German law).
- (3) This Agreement does not create a partnership or agency between the Parties.
- (4) This Agreement and the JRP-Contract, together with their Annexes and Appendices, constitute the entire agreement between the Parties in respect of the JRP, and supersede all previous negotiations, commitments and writings concerning the JRP.
- (5) No rights or obligations of the Parties arising from this Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.
- (6) The provisions relating to Access Rights and Confidentiality, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Agreement to the extent needed to enable the Parties to pursue the remedies and benefits provided for in those Clauses.

Termination shall not affect any rights or obligations of a Party leaving the JRP-Consortium incurred prior to the date of termination, unless otherwise agreed between the JRP-Consortium and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.
- (7) If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision shall not affect the remainder of these provisions. These provisions shall be deemed amended to the extent necessary to make these provisions enforceable, valid and, to the maximum extent possible with applicable law, consistent with the original intentions of the parties. The remaining terms and provisions shall remain in full force and effect.

APPENDICES:

- 1) Contact details
- 2) Intellectual Property Rights, Use and Dissemination arrangements
- 5) Exchange of Letters
- 6) List of names of any Collaborator(s)
- 7b) Declaration of Accession (EMRP Researcher Grant Beneficiaries – Organisation REG)

EMRP

SIGNATURES:

Authorised to sign for and on behalf of the JRP-Coordinator

Physikalisch-Technische Bundesanstalt, PTB

Name of legal entity of the JRP-Coordinator

Manfred Gahrens

Name of authorised Representative
"Legal Matters"

Function of authorised Representative

Signature of authorised Representative

Date

EMRP

Authorised to sign for and on behalf of

Cesky Metrologicky Institut Brno, CMI

Name of legal entity of the JRP-Partner

Name of authorised Representative

Function of authorised Representative

Signature of authorised Representative

Date

EMRP

Authorised to sign for and on behalf of

Eidgenössisches Institut für Metrologie, METAS

Name of legal entity of the JRP-Partner

Name of authorised Representative

Function of authorised Representative

Signature of authorised Representative

Date

...

EMRP

Authorised to sign for and on behalf of

Laboratoire national de métrologie et d'essais, LNE

Name of legal entity of the JRP-Partner

Name of authorised Representative

Function of authorised Representative

Signature of authorised Representative

Date

EMRP

Authorised to sign for and on behalf of

Mittatekniikan Keskus, MIKES

Name of legal entity of the JRP-Partner

Name of authorised Representative

Function of authorised Representative

Signature of authorised Representative

Date

EMRP

Authorised to sign for and on behalf of

Slovenský Metrologický Ústav, SMU

Name of legal entity of the JRP-Partner

Arpád Gonda

Name of authorised Representative

General Director

Function of authorised Representative

Signature of authorised Representative

Date

EMRP

Authorised to sign for and on behalf of

NPL Management Limited, NPL

Name of legal entity of the JRP-Partner

Name of authorised Representative

Function of authorised Representative

Signature of authorised Representative

Date

EMRP

Authorised to sign for and on behalf of

SP Sveriges Tekniska Forskningsinstitut AB, SP

Name of legal entity of the JRP-Partner

Name of authorised Representative

Function of authorised Representative

Signature of authorised Representative

Date

EMRP

Authorised to sign for and on behalf of

Korea Research Institute of Standards and Science, KRISS

Name of legal entity of the JRP-Partner

Name of authorised Representative

Function of authorised Representative

Signature of authorised Representative

Date

EMRP

APPENDIX 3 – EXCLUDED BACKGROUND DATA AGREEMENT

Laboratoire National de métrologie et d'Essais, LNE, France

The LABORATOIRE NATIONAL DE METROLOGIE ET D'ESSAIS, hereby excludes Background from Access Rights to all know-how, information, results, generated by the LABORATOIRE NATIONAL DE METROLOGIE ET D'ESSAIS, other than those generated by the members of the research group QHE LNE.

The LABORATOIRE NATIONAL DE METROLOGIE ET D'ESSAIS also excludes specifically from its obligation to grant Access Rights to the following:

- Background developed by LNE's researchers not participating in the SIB51 GraphOhm project
- Background developed by LNE's researchers participating in the SIB51 GraphOhm project which lies outside the scope of the work allocated to LNE under this project.
- Background which LNE due to existing or future third party rights is unable to grant access right to.

JRP SIB51
Title Quantum resistance metrology based on graphene
Draft short name Graphene
Short name proposed GraphOhm
TP SI Broader Scope 2012
JRP-Coordinators Organisation Physikalisch-Technische Bundesanstalt, PTB
JRP-Coordinator's name Franz Ahlers
JRP-Coordinator's address Bundesallee 100, D-38116 Braunschweig, Germany
JRP-Coordinator's phone
JRP-Coordinator's email
Start 01.06.2013

JRP-Participant No.	Short name	Organisation full legal name; as registered with the European Commission's Unique Registration Facility (URF)	Legal entity Address	Country	Validated by URF (as at June 2012)	Technical Contact: name	Technical Contact: email	Contact for EURAMET: name*	Contact for EURAMET: email*
1	PTB	Physikalisch-Technische Bundesanstalt	Bundesallee 100, DE-38116 Braunschweig	Germany	Yes	Franz Ahlers		Corinna Kroner	
2	CMI	Český Metrologický Institut Brno	Okružní 31, CZ-638 00 Brno	Czech Republic	Yes	Jan Kucera		Markéta Safariková	
3	METAS	Eidgenössisches Justiz- und Polizeidepartement	Lindenweg 50, CH-3003 Bern-Wabern	Switzerland	Yes	Blaise Jean-neret		Beat Jeckelmann	
4	LNE	Laboratoire national de métrologie et d'essais	1 rue Gaston Boissier, FR-75724 Paris Cedex 15	France	Yes	Wilfrid Poirier		Valerie Morazzani	
5	MIKES	Mittateknikan Keskus	Teknikantie 1, P.O. Box 9, FI-02151 Espoo	Finland	Yes	Alexandre Satrapinski		Heikki Isotalo	
6	NPL	NPL Management Limited	Hampton Road, Teddington, Middlesex, TW11 0LW	United Kingdom	Yes	Alexander Tzalenchuk		Kasia Wlószek	
7	SMU	Slovenský Metrologický Ústav	Karľovská 63, SK-842 56 Bratislava 4	Slovakia	Yes	Peter Vrabček		Miloslava Baginova	
8	SP	SP Sveriges Tekniska Forskningsinstitut AB	P.O. Box 857, SE-501 15 Borås	Sweden	Yes	Tobias Bergsten		Anna Axelsson	
9	Kriss	Korea Research Institute of Standards and Science	267 Gajeong-ro Yuseong-gu, KR Daejeon 305-340	Republic of Korea	Yes	Wan-Seop Kim		Wan-Seop Kim	
10	Liu	Linköping University	TFM, Linköpings universitet 58183 Linköping	Sweden	Yes	Rosita Yakimova		Rosita Yakimova	
11	Chalmers	Chalmers University of Technology	SE-41296 Gothenburg	Sweden	Yes	Sergey Kubatkin		Sergey Kubatkin	

and financial tasks

APPENDIX 2 – INTELLECTUAL PROPERTY RIGHTS, USE AND DISSEMINATION ARRANGEMENTS

Note: This document is an example for IPR provisions applicable in the JRP. These example formulations should be considered in conjunction with the applicable provisions of the Rules for Participation (RfP, Chapter III, Articles 39-51) and the EC Annex II of the Model Grant Agreement (EC GA, Part C, Articles II.26-34). The JRP-Consortium is free to agree on other IPR arrangements provided that these arrangements are in compliance with the EMRP IPR Policy.

I. Objective

The EMRP Intellectual Property Rights (IPR) Policy is based on the Rules for Participation in the Seventh Framework Programme (FP7)¹. Since participants in Joint Research Projects (JRPs) may already be familiar with the FP7 rules it follows the general FP7 IP-related rules contained in Annex II of the EC Model Grant Agreement².

The Parties have the obligation to agree within their JRP-Consortium Agreement how to apply the EMRP IPR Policy and to specify their rights in respect of IPR in accordance with the JRP-Contract, and if applicable in accordance with the EMRP Researcher Grant Contract, and the EMRP IPR Policy.

The Parties therefore state in the following a set of rules and procedures to ensure fair protection for the IPR interests of the Parties and participants of the JRP as well as their employees. The IPR arrangements include for example conditions for ownership and publications, and conflict resolution procedures and mechanisms to be invoked if and when necessary.

In case the terms of these Arrangements are in conflict with German law the specific provisions of these Arrangements shall prevail.

II. Definitions

The JRP-Partners and, if applicable, the EMRP Researcher Grant Beneficiaries are referred to hereinafter as the "Party(ies)".

- II.1. **"Access Rights"** means licenses and user rights to Foreground IP and Background IP.
- II.2. **"Background IP"** means information which is held by Parties prior to their accession to the JRP-Contract, and if applicable prior to the EMRP Researcher Grant Contract, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to the JRP-Contract, and if applicable before the EMRP Researcher Grant Contract, and which is needed for carrying out the JRP or for using the results of the JRP.
- II.3. **"Confidential Information"** shall mean any Background IP disclosed by that party to any of the other parties for use in the JRP, which identified as confidential before or at the time of disclosure, and any of the Results in which that party owns the Intellectual Property.
- II.4. **"Dissemination"** means the disclosure of Foreground IP by any appropriate means other than that resulting from the formalities for protecting it, and including the publication of Foreground IP in any medium.

¹ Regulation No 1906/2006 of the European Parliament and of the Council of 18.12.2006, OJ L391/1 (<http://cordis.europa.eu/documents/documentlibrary/90798691EN6.pdf>).

² Annex II of the EC Grant Agreement can be found at: http://cordis.europa.eu/fp7/calls-grant-agreement_en.html.

EMRP

- II.5. **“Exploitation/Use”** means the direct or indirect utilisation of Foreground IP in further research activities other than those covered by the JRP, or for developing, creating and marketing a product or process, or for creating and providing a service.
- II.6. **“Fair and Reasonable Conditions”** means appropriate conditions including possible financial terms taking into account the specific circumstances of the request for access, for example the actual or potential value of the Foreground IP or Background IP to which access is requested and/or the scope, duration or other characteristics of the use envisaged.
- II.7. **“Foreground IP”** means the results, including information, whether or not they can be protected, which are generated under the JRP concerned. Such results include rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection.
- II.8. **“Intellectual Property Rights (IPR)”** shall mean legal instruments to protect someone’s intangible assets by granting a legal title which entitles the owner of the right to prevent others from exploiting it. It includes patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, know-how, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.
- II.9. **“Know-How”** shall mean unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain.

III. Foreground IP

III.1. Ownership

- 1.1. Foreground IP shall be the property of the Party carrying out the work generating that Foreground IP.
- 1.2. Where several Parties have jointly carried out work generating Foreground IP and where their respective share of the work cannot be ascertained, they shall have joint ownership of such Foreground IP. They shall establish an agreement regarding the allocation and terms of exercising that joint ownership, in particular the use, the application for protective rights, the dissemination and the employed inventor remuneration.
- 1.3. However, where no joint ownership agreement has yet been concluded, each of the joint owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
 - at least 45 days prior notice must be given to the other joint owner(s); and
 - fair and reasonable compensation must be provided to the other joint owner(s).
- 1.4. If employees or other personnel working for a Party are entitled to claim rights to Foreground IP, the Party shall ensure that it is possible to exercise those rights in a manner compatible with its obligations under the JRP-Contract and JRP-Consortium Agreement, and if applicable the EMRP Researcher Grant Contract.

III.2. Transfer of Ownership

- 2.1. Where a Party transfers ownership of Foreground IP, it shall pass on its obligations regarding that Foreground IP, as defined in the JRP-Contract and JRP-Consortium Agreement, to the assignee including the obligation to pass those obligations on to any subsequent assignee.
- 2.2. Subject to its obligations concerning confidentiality, where a Party is required to pass on its obligations to provide access rights, it shall give at least 45 days prior notice to the

EMRP

other Parties of the envisaged transfer, together with sufficient information concerning the envisaged new owner of the Foreground IP to permit the other Parties to exercise their access rights.

However, the Parties may, by written agreement, agree on a different time-limit or waive their right to prior notice in the case of transfers of ownership from one Party to a specifically identified third party.

- 2.3. Following notification in accordance with Clause 2.2, any other Party may object within thirty (30) days of the notification or within a different time-limit agreed in writing, to any envisaged transfer of ownership on the grounds that it would adversely affect its access rights.

Where any of the other Parties demonstrate that their access rights would be adversely affected, the intended transfer shall not take place until agreement has been reached between the Parties concerned.

III.3. Protection of Foreground IP

- 3.1. Where Foreground IP is capable of industrial or commercial application, its owner may provide for its adequate and effective protection, having due regard to its legitimate interests and the legitimate interests of the other Parties.

Where a Party which is not the owner of the Foreground IP invokes its legitimate interest, it must, in any given instance, show that it would suffer disproportionately great harm.

- 3.2. Patent applications relating to Foreground IP, filed by or on behalf of a Party must include the following statement to indicate that said Foreground IP was generated with the assistance of financial support from the European Union:

'The work leading to this invention has been jointly funded by the EMRP participating countries within EURAMET and the European Union.'

Furthermore, all patent applications relating to Foreground IP filed shall be reported in the plan for the use and dissemination of Foreground IP, including sufficient details/references to enable EURAMET to trace the patent (application).

III.4. Use of Foreground IP

- 4.1. The Parties shall use the Foreground IP which they own or ensure that it is used.
- 4.2. The Parties shall report on the expected use to be made of Foreground IP in the plan for the use and dissemination of foreground. The information must be sufficiently detailed to permit EURAMET and/or the European Commission to carry out any related audit.

III.5. Dissemination of Foreground IP

- 5.1. Each Party shall ensure that the Foreground IP of which it has ownership is disseminated as swiftly as possible.
- 5.2. Dissemination activities shall be compatible with the protection of intellectual property rights, confidentiality obligations and the legitimate interests of the owner(s) of the Foreground IP.
- 5.3. For the avoidance of doubt, each Party shall have the right to publish or allow the publishing of data which constitutes such Party's Foreground IP, Background IP or confidential information it owns exclusively.
- 5.4. Publications shall be agreed between the Parties involved. Any publication made pursuant to this Clause is required to indicate the contribution made by each of the Parties to the conduct of the research and to the funding of the work by the European Union as described in Clause 5.5 below and in Clause 8 (2) of the JRP-Consortium Agreement.

EMRP

- 5.5. For the avoidance of doubt, a Party may not publish Foreground IP or Background IP of another Party, even if that information has been amalgamated with the Foreground IP to be published, without the other Party's prior written approval.
- 5.6. The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground IP or Background IP. However, confidentiality and publication clauses have to be respected.
- 5.7. Nothing in these arrangements shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

IV. Background IP

In accordance with and subject to the provisions of the JRP-Contract, any Party may enter in Appendix 3 of the JRP-Consortium Agreement any specific Background IP excluded from the obligation to grant Access Rights in accordance with the provisions of the JRP-Contract. All other Background IP except that listed in Appendix 3 shall be available for granting of Access Rights in accordance with the provisions of the JRP-Contract.

V. Access Rights

V.1. General Principles

- 1.1. All requests for Access Rights shall be made in writing.
- 1.2. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.
- 1.3. Without prejudice to their obligations regarding the granting of Access Rights, Parties shall inform each other as soon as possible of any limitation to the granting of Access Rights to Background IP, or of any other restriction which might substantially affect the granting of Access Rights.
- 1.4. The termination of the participation of a Party shall in no way affect the obligation of that Party to grant Access Rights to the remaining Parties.
- 1.5. Any Access Rights to Background IP and Foreground IP granted exclude any rights to sublicense unless expressly stated otherwise.
- 1.6. Without prejudice to paragraph 7 of this Section, any agreement providing access rights to Foreground IP or Background IP to Parties or third parties must ensure that potential access rights for other Parties are maintained.
- 1.7. Exclusive licences for specific Foreground IP or Background IP may be granted subject to written confirmation by all the other Parties that they waive their access rights thereto completely. Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties.
- 1.8. Access Rights to Parties shall be free of any administrative transfer costs.

V.2. Access Rights for Implementation of the JRP

- 2.1. Access Rights to Foreground IP, needed for the execution of the own work of a Party under the JRP, shall be granted on a royalty-free basis.
- 2.2. Access Rights to Background IP, needed for the execution of the own work of a Party under the JRP, shall be granted on a royalty-free basis, provided that the Party concerned is entitled to grant them.

V.3. Access Rights for Use

- 3.1. Access Rights to Foreground IP if needed for use of a Party's own Foreground IP including for third-party research shall be granted on fair and reasonable conditions.
- 3.2. Access Rights to Background IP if needed for use of a Party's own Foreground IP shall be granted on fair and reasonable conditions.
- 3.3. Access Rights for internal research activities shall be granted on a royalty-free basis.

V.4. Additional Access Rights

The Parties agree to negotiate in good faith any additional Access Rights to Foreground IP as might be asked for by any Party, upon adequate financial conditions to be agreed.

V.5. Specific Provisions for Access Rights to Software

- 5.1. For the avoidance of doubt, the general provisions for Access Rights provided for in these Arrangements are applicable also to Software.
- 5.2. Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

V.6. Access Rights for Parties leaving the Consortium

- 6.1. Access Rights granted to a defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt of the formal notice of the decision of the JRP-Consortium to terminate the participation of the defaulting Party in the JRP-Consortium.
- 6.2. A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground IP developed until the date of the termination of its participation.
- 6.3. Any Party leaving the JRP shall continue to grant Access Rights pursuant to the JRP-Contract, and if applicable the EMRP Researcher Grant Contract, and these Arrangements as if it had remained a Party for the whole duration of the JRP.

APPENDIX 7b – DECLARATION OF ACCESSION
of the EMRP Researcher Grant Beneficiary(ies) to the JRP-Consortium Agreement

This Declaration of Accession (hereinafter referred to as 'Accession') is made by the following Party:

Chalmers tekniska högskola AB, Chalmers, established in SE-412 96 Göteborg, Sweden, represented for the purpose hereof by its legal authorised representative as stated below Ulrika Karlsson (person legally authorised to act on behalf of the legal entity)

WHEREAS:

The relationship between EURAMET and the Home Organisation, and the necessary rights and obligations for the interaction will be addressed in the relevant EMRP Researcher Grant Contract in agreement with the JRP-Consortium.

Reference is hereby made to the JRP-Consortium Agreement, which the JRP-Consortium entered into, dated **01st of June 2013**, (as amended, supplemented or otherwise modified from time to time; hereinafter referred to as 'Agreement').

Pursuant to Clause 9 of this Agreement (Accession and Amendments), the JRP-Consortium has invited the Home Organisation of **SIB51-REG1** and this Home Organisation desires, to become a Party to the Agreement and to assume the rights and obligations of a Party thereunder within the limits of the provisions laid down in the corresponding EMRP Researcher Grant Contract.

This Accession is effective on **01st of June 2013**, and will expire on **31st of May 2016**, unless the JRP or the EMRP Researcher Grant is terminated earlier.

In addition to the Agreement, the following shall apply within the limits of the provisions laid down in the corresponding EMRP Researcher Grant Contract:

1. ACCESSION

The Home Organisation declares as follows:

If the Home Organisation is a new Party to this Agreement, the Home Organisation:

- hereby accedes to this Agreement so that the Research Activities within the above mentioned EMRP Researcher Grant associated with this JRP may be carried out, as laid down in the corresponding EMRP Researcher Grant Contract.
- hereby agrees to comply with the provisions of the Agreement within the limits of the provisions laid down in the corresponding EMRP Researcher Grant Contract, as of the date of accession until it is completed or terminated.

If the Home Organisation is concurrently a JRP-Partner to this JRP, the Home Organisation:

- hereby acknowledges that for the part of the above mentioned EMRP Researcher Grant for which it is responsible in the role as Home Organisation, it has additional responsibilities for implementing the EMRP Researcher Grant associated with this JRP, as set out below in this Accession.
- hereby agrees to comply with the provisions set out below within the limits of the provisions laid down in the corresponding EMRP Researcher Grant Contract, as of the date of accession until it is completed or terminated.

2. DEFINITION AND INTERPRETATION

EMRP (Organisation REG)

- (1) EMRP Researcher Grant Beneficiary(ies) mean the organisation which receives funding from the EMRP Researcher Grant Scheme, which receive funding from the EMRP Researcher Grant Scheme according to the Decision No 912/2009/EC¹. Also referred to as Home Organisation where the Research Activities under the associated EMRP Researcher Grant are carried out.
- (2) Unless otherwise stated, the Home Organisation is hereinafter referred to as "EMRP Researcher Grant Beneficiary(ies)", unless together with the JRP-Consortium collectively referred to as "Party(ies)".
- (3) Terms used in this Accession shall have such meaning as provided in the Agreement, unless otherwise defined herein. If any of the terms of this Accession are in conflict with the terms of the EMRP Researcher Grant Contract or this Agreement, the terms of the EMRP Researcher Grant Contract shall prevail. The order of precedence of contract clauses governing IPR is defined in Clause 5 (3) (Intellectual Property Rights) of this Agreement.

3. PURPOSE OF ACCESSION

- (1) The purpose of this Accession is to lay down the responsibilities allowing the implementation of the specified Research Activities of the EMRP Researcher Grant associated with this JRP, set out in Annex 1 of the relevant EMRP Researcher Grant Contract (Research Schedule).
- (2) This Accession is supplemental to the corresponding EMRP Researcher Grant Contract and is complementary to this Agreement.

4. RESPONSIBILITIES OF HOME ORGANISATION

- (1) The Home Organisation shall ensure that the tasks assigned to it in conjunction with the EMRP Researcher Grant are correctly and timely performed (e.g. the Research Activities identified in Annex 1 to this Contract (Research Schedule) and deliverables and reports are delivered).
- (2) The Home Organisation shall provide, throughout the duration of the EMRP Researcher Grant, the infrastructure, equipment and products for implementing the EMRP Researcher Grant in the scientific and technical fields concerned and to make these means available, as necessary.
- (3) The Home Organisation shall ensure that it complies with the same obligations referred to in Clause 12 of the JRP-Contract (Confidentiality).
- (4) The Home Organisation shall ensure that Sergey Kubatkin - Chalmers tekniska högskola AB, Chalmers, SE-412 96 Göteborg, Sweden:
 - leads and represents the Home Organisation in all relevant scientific/technical matters regarding this EMRP Researcher Grant.
 - interfaces with EURAMET and is the intermediary between EURAMET, the JRP-Coordinator on behalf of the JRP-Consortium and the Home Organisation.
 - is responsible in particular for:
 - the scientific/technical deliverables;
 - technical output of this EMRP Researcher Grant;
 - taking part in meetings concerning the EMRP Researcher Grant and/or JRP, either in person or by delegating to another person of the Home Organisation;
 - preparing and submitting the reports to EURAMET via the JRP-Coordinator.

¹ OJ L 257, 30.9.2009, p.12.

5. INTELLECTUAL PROPERTY RIGHTS (IPR)

- (1) The EMRP Researcher Grant Beneficiary(ies) shall accept the Intellectual Property Rights, Use and Dissemination arrangements applicable to this JRP (Appendix 2 to this Agreement²).
- (2) The EMRP Researcher Grant Beneficiary(ies) may enter, in an Appendix to this Agreement that any specific Background IP related to this EMRP Researcher Grant, shall be excluded from the obligation to grant Access Rights in accordance with the EMRP IPR Policy. All other Background IP except that listed in Appendix 3 of this Agreement shall be available for granting of Access Rights.
- (3) In case of conflict, the order of precedence of contract clauses governing IPR shall be as follows: (1) JRP-Contract (Clause 14); (2) JRP-Consortium Agreement (Clause 5 and Appendix 2 and Appendix 3); and (3) EMRP Researcher Grant Contract (Clause 9 (Organisation REG)).

6. CONFIDENTIALITY AND DISSEMINATION OF INFORMATION

The Home Organisation shall ensure it complies with the same obligations as referred to in Clause 6 of this Agreement (Confidentiality and Dissemination of Information).

7. PUBLICATIONS

Since the EMRP Researcher Grant is carried out “*with funding by EURAMET and the European Union*”, the Home Organisation shall ensure it complies with the same obligations as referred to in Clause 7 of this Agreement (Publication).

8. LIABILITY

- (1) All Parties shall be collectively responsible for the success of the cooperation between the JRP-Consortium and the EMRP Researcher Grant Beneficiary(ies) and the implementation of the Research Activities under the EMRP Researcher Grant.
- (2) By way of derogation from Clause 8 (1) of this Agreement (Liability), the EMRP Researcher Grant Beneficiary(ies) shall be liable for the funds received for the EMRP Researcher Grant.

9. TERMINATION

- (1) Should any Party fail or refuse to sign this Accession within one month after entry into force of the corresponding EMRP Researcher Grant Contract and the other Parties not propose appropriate solutions to ensure the implementation of the EMRP Researcher Grant to EURAMET, EURAMET may terminate the EMRP Researcher Grant Contract and this Accession shall not come into force.
- (2) If EURAMET terminates the EMRP Researcher Grant Contract, this Accession shall automatically terminate subject to the provisions surviving the expiration or termination of this Agreement.
- (3) The Parties shall promptly provide the reports and deliverables relating to the Research Activities carried out up to the date on which the termination takes effect.

² The EMRP IPR Policy is based on the Rules for Participation in the Seventh Framework Programme (FP7); the IPR provisions set out in Appendix 2 follow the general FP7 IP-related rules contained in Annex II of the EC Model Grant Agreement.

10. MISCELLANEOUS PROVISIONS

- (1) This Agreement together with its Appendices, and in particular this Accession, constitute the entire agreement between the JRP-Partner(s) and the EMRP Researcher Grant Beneficiary(ies) in respect of the EMRP Researcher Grant associated with the JRP, and supersede all previous negotiations, commitments and writings concerning this EMRP Researcher Grant.
- (2) The EMRP Researcher Grant Beneficiary(ies) shall ensure that they comply with the same obligations as referred to in Clause 13 (6) of this Agreement (Survival of provisions).
- (3) If any term or provision of this Accession is declared invalid or unenforceable, in whole or in part, that term or provision shall not affect the remainder of these provisions. These provisions shall be deemed amended to the extent necessary to make these provisions enforceable, valid and, to the maximum extent possible with applicable law, consistent with the original intentions of the Parties. The remaining terms and provisions shall remain in full force and effect.

SIGNATURES:

Authorised to sign for and on behalf of the JRP-Coordinator

Physikalisch-Technische Bundesanstalt, PTB

Name of legal entity of the JRP-Coordinator

Name of authorised Representative

Function of authorised Representative

Signature of authorised Representative

Date

Authorised to sign for and on behalf of the Home Organisation

Chalmers tekniska hogskola AB, Chalmers

Name of legal entity of the Home Organisation

Name of authorised Representative

Function of authorised Representative

Signature of authorised Representative

Date

APPENDIX 7b – DECLARATION OF ACCESSION
of the EMRP Researcher Grant Beneficiary(ies) to the JRP-Consortium Agreement

This Declaration of Accession (hereinafter referred to as 'Accession') is made by the following Party:

Linkopings universitet, LiU, established in SE-581 83 Linkoping, Sweden, represented for the purpose hereof by its legal authorised representative as stated below Kerstin Vestin (person legally authorised to act on behalf of the legal entity)

WHEREAS:

The relationship between EURAMET and the Home Organisation, and the necessary rights and obligations for the interaction will be addressed in the relevant EMRP Researcher Grant Contract in agreement with the JRP-Consortium.

Reference is hereby made to the JRP-Consortium Agreement, which the JRP-Consortium entered into, dated **01st of June 2013** (as amended, supplemented or otherwise modified from time to time; hereinafter referred to as 'Agreement').

Pursuant to Clause 9 of this Agreement (Accession and Amendments), the JRP-Consortium has invited the Home Organisation of **SIB51-REG1**, and this Home Organisation desires, to become a Party to the Agreement and to assume the rights and obligations of a Party thereunder within the limits of the provisions laid down in the corresponding EMRP Researcher Grant Contract.

This Accession is effective on **01st of June 2013**, and will expire on **31st of May 2016**, unless the JRP or the EMRP Researcher Grant is terminated earlier.

In addition to the Agreement, the following shall apply within the limits of the provisions laid down in the corresponding EMRP Researcher Grant Contract:

1. ACCESSION

The Home Organisation declares as follows:

If the Home Organisation is a new Party to this Agreement, the Home Organisation:

- hereby accedes to this Agreement so that the Research Activities within the above mentioned EMRP Researcher Grant associated with this JRP may be carried out, as laid down in the corresponding EMRP Researcher Grant Contract.
- hereby agrees to comply with the provisions of the Agreement within the limits of the provisions laid down in the corresponding EMRP Researcher Grant Contract, as of the date of accession until it is completed or terminated.

If the Home Organisation is concurrently a JRP-Partner to this JRP, the Home Organisation:

- hereby acknowledges that for the part of the above mentioned EMRP Researcher Grant for which it is responsible in the role as Home Organisation, it has additional responsibilities for implementing the EMRP Researcher Grant associated with this JRP, as set out below in this Accession.
- hereby agrees to comply with the provisions set out below within the limits of the provisions laid down in the corresponding EMRP Researcher Grant Contract, as of the date of accession until it is completed or terminated.

2. DEFINITION AND INTERPRETATION

EMRP (Organisation REG)

- (1) EMRP Researcher Grant Beneficiary(ies) mean the organisation which receives funding from the EMRP Researcher Grant Scheme, which receive funding from the EMRP Researcher Grant Scheme according to the Decision No 912/2009/EC¹. Also referred to as Home Organisation where the Research Activities under the associated EMRP Researcher Grant are carried out.
- (2) Unless otherwise stated, the Home Organisation is hereinafter referred to as "EMRP Researcher Grant Beneficiary(ies)", unless together with the JRP-Consortium collectively referred to as "Party(ies)".
- (3) Terms used in this Accession shall have such meaning as provided in the Agreement, unless otherwise defined herein. If any of the terms of this Accession are in conflict with the terms of the EMRP Researcher Grant Contract or this Agreement, the terms of the EMRP Researcher Grant Contract shall prevail. The order of precedence of contract clauses governing IPR is defined in Clause 5 (3) (Intellectual Property Rights) of this Agreement.

3. PURPOSE OF ACCESSION

- (1) The purpose of this Accession is to lay down the responsibilities allowing the implementation of the specified Research Activities of the EMRP Researcher Grant associated with this JRP, set out in Annex 1 of the relevant EMRP Researcher Grant Contract (Research Schedule).
- (2) This Accession is supplemental to the corresponding EMRP Researcher Grant Contract and is complementary to this Agreement.

4. RESPONSIBILITIES OF HOME ORGANISATION

- (1) The Home Organisation shall ensure that the tasks assigned to it in conjunction with the EMRP Researcher Grant are correctly and timely performed (e.g. the Research Activities identified in Annex 1 to this Contract (Research Schedule) and deliverables and reports are delivered).
- (2) The Home Organisation shall provide, throughout the duration of the EMRP Researcher Grant, the infrastructure, equipment and products for implementing the EMRP Researcher Grant in the scientific and technical fields concerned and to make these means available, as necessary.
- (3) The Home Organisation shall ensure that it complies with the same obligations referred to in Clause 12 of the JRP-Contract (Confidentiality).
- (4) The Home Organisation shall ensure that Rositsa Yakimova - Linköpings universitet, LiU, SE-581 83 Linköping, Sweden:
 - leads and represents the Home Organisation in all relevant scientific/technical matters regarding this EMRP Researcher Grant.
 - interfaces with EURAMET and is the intermediary between EURAMET, the JRP-Coordinator on behalf of the JRP-Consortium and the Home Organisation.
 - is responsible in particular for:
 - the scientific/technical deliverables;
 - technical output of this EMRP Researcher Grant;
 - taking part in meetings concerning the EMRP Researcher Grant and/or JRP, either in person or by delegating to another person of the Home Organisation;
 - preparing and submitting the reports to EURAMET via the JRP-Coordinator.

¹ OJ L 257, 30.9.2009, p.12.

5. INTELLECTUAL PROPERTY RIGHTS (IPR)

- (1) The EMRP Researcher Grant Beneficiary(ies) shall accept the Intellectual Property Rights, Use and Dissemination arrangements applicable to this JRP (Appendix 2 to this Agreement²).
- (2) The EMRP Researcher Grant Beneficiary(ies) may enter, in an Appendix to this Agreement that any specific Background IP related to this EMRP Researcher Grant, shall be excluded from the obligation to grant Access Rights in accordance with the EMRP IPR Policy. All other Background IP except that listed in Appendix 3 of this Agreement shall be available for granting of Access Rights.
- (3) In case of conflict, the order of precedence of contract clauses governing IPR shall be as follows: (1) JRP-Contract (Clause 14); (2) JRP-Consortium Agreement (Clause 5 and Appendix 2 and Appendix 3); and (3) EMRP Researcher Grant Contract (Clause 9 (Organisation REG)).

6. CONFIDENTIALITY AND DISSEMINATION OF INFORMATION

The Home Organisation shall ensure it complies with the same obligations as referred to in Clause 6 of this Agreement (Confidentiality and Dissemination of Information).

7. PUBLICATIONS

Since the EMRP Researcher Grant is carried out “*with funding by EURAMET and the European Union*”, the Home Organisation shall ensure it complies with the same obligations as referred to in Clause 7 of this Agreement (Publication).

8. LIABILITY

- (1) All Parties shall be collectively responsible for the success of the cooperation between the JRP-Consortium and the EMRP Researcher Grant Beneficiary(ies) and the implementation of the Research Activities under the EMRP Researcher Grant.
- (2) By way of derogation from Clause 8 (1) of this Agreement (Liability), the EMRP Researcher Grant Beneficiary(ies) shall be liable for the funds received for the EMRP Researcher Grant.

9. TERMINATION

- (1) Should any Party fail or refuse to sign this Accession within one month after entry into force of the corresponding EMRP Researcher Grant Contract and the other Parties not propose appropriate solutions to ensure the implementation of the EMRP Researcher Grant to EURAMET, EURAMET may terminate the EMRP Researcher Grant Contract and this Accession shall not come into force.
- (2) If EURAMET terminates the EMRP Researcher Grant Contract, this Accession shall automatically terminate subject to the provisions surviving the expiration or termination of this Agreement.
- (3) The Parties shall promptly provide the reports and deliverables relating to the Research Activities carried out up to the date on which the termination takes effect.

² The EMRP IPR Policy is based on the Rules for Participation in the Seventh Framework Programme (FP7); the IPR provisions set out in Appendix 2 follow the general FP7 IP-related rules contained in Annex II of the EC Model Grant Agreement.

10. MISCELLANEOUS PROVISIONS

- (1) This Agreement together with its Appendices, and in particular this Accession, constitute the entire agreement between the JRP-Partner(s) and the EMRP Researcher Grant Beneficiary(ies) in respect of the EMRP Researcher Grant associated with the JRP, and supersede all previous negotiations, commitments and writings concerning this EMRP Researcher Grant.
- (2) The EMRP Researcher Grant Beneficiary(ies) shall ensure that they comply with the same obligations as referred to in Clause 13 (6) of this Agreement (Survival of provisions).
- (3) If any term or provision of this Accession is declared invalid or unenforceable, in whole or in part, that term or provision shall not affect the remainder of these provisions. These provisions shall be deemed amended to the extent necessary to make these provisions enforceable, valid and, to the maximum extent possible with applicable law, consistent with the original intentions of the Parties. The remaining terms and provisions shall remain in full force and effect.

SIGNATURES:

Authorised to sign for and on behalf of the JRP-Coordinator

Physikalisch-Technische Bundesanstalt, PTB

Name of legal entity of the JRP-Coordinator

Name of authorised Representative

Function of authorised Representative

Signature of authorised Representative

Date

Authorised to sign for and on behalf of the Home Organisation

Linköpings universitet, LiU, Sweden

Name of legal entity of the Home Organisation

Name of authorised Representative

Function of authorised Representative

Signature of authorised Representative

Date

JRP-CONTRACT

ANNEX III – FORM A “ACCESSION TO THE JRP-CONTRACT”

(to be filled out by each JRP-Partner identified in Clause 2.2 of the JRP-Contract)

Slovenský Metrologický Ústav (SMU), established in Karloveská 63, SK-842 55 Bratislava 4, Slovakia, represented for the purpose hereof by its legal authorised representative as stated below (person legally authorised to act on behalf of the legal entity), hereby consents to become a JRP-Partner to the JRP-Contract No. **SIB51** (relating to project 'GraphOhm') concluded between EURAMET e.V. and Physikalisch-Technische Bundesanstalt, established in Bundesallee 100, DE-38116 Braunschweig, Germany, and accepts in accordance with the provisions of the aforementioned JRP-Contract all the rights and obligations of a JRP-Partner.

Done in 3 (three) original copies, of which one shall be kept by the JRP-Coordinator and one by Slovenský Metrologický Ústav (SMU), the third being sent to EURAMET by the JRP-Coordinator in accordance with Clauses 3.1 and 3.2 and 8 of the JRP-Contract.

For the JRP-Partner:

Slovenský Metrologický Ústav (SMU)

Name of legal entity

Arpád Gonda

Name of authorised representative

General Director

Function of authorised representative

Signature of authorised representative

Place & Date: BRATISLAVA

(Stamp or seal of the organisation)

For the JRP-Coordinator:

Physikalisch-Technische Bundesanstalt
(PTB)

Name of legal entity

Manfred Gahrens

Name of authorised representative

Head of Section
"Legal Matters"

Function of authorised representative

Signature of authorised representative

Place & Date:

Braunschweig

(Stamp or seal of the organisation)

EMRP

JRP-CONTRACT

ANNEX V – STATEMENT ON DOUBLE FUNDING

(to be filled out by each funded JRP-Partner, including the JRP-Coordinator
identified in Clause 2.2.1 of the JRP-Contract)

On behalf of the JRP-Partner I represent, I hereby state that the activities that the organisation is performing under this JRP-Contract No. **SIB51 GraphOhm** are, except for the agreed matching funding, not funded by other national, European Union, or other international funding organisations.

In case this statement is false, I understand that the matter will be investigated and will lead to termination of the participation of my organisation and that the European Commission will be informed in such case.

Done in 3 (three) original copies, of which one shall be kept by the JRP-Coordinator and one by Slovenský Metrologický Ústav (SMU), the third being sent to EURAMET by the JRP-Coordinator in accordance with Clauses 5.6 and 8 of the JRP-Contract.

For the JRP-Partner:

Slovenský Metrologický Ústav (SMU)

Name of legal entity

Arpád Gonda

Name of authorised representative

General Director

Function of authorised representative

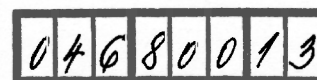
Signature of authorised representative

Place & Date: BRATISLAVA

(Stamp or seal of the organisation)

EMRP

JRP-CONTRACT



Quantum resistance metrology based on graphene

**GraphOhm
JRP NUMBER: SIB51**

Between

EURAMET e.V., Bundesallee 100, 38116 Braunschweig, Germany,

- Hereinafter referred to as EURAMET -

of the one part

and

Physikalisch-Technische Bundesanstalt (PTB), Bundesallee 100, DE-38116 Braunschweig, Germany, acting as JRP-Coordinator for the JRP-Consortium,

- Hereinafter referred to as JRP-Coordinator -

of the other part

PREAMBLE

EURAMET which was established in 2007 under German law as a non-profit association is the dedicated implementation structure of the European Metrology Research Programme (EMRP). It is the European regional metrology organisation, which coordinates the cooperation of National Metrology Institutes (NMI) and Designated Institutes (DI) of Europe.

EURAMET has decided to set up a joint EMRP jointly funded by the European Union and the participating countries. The participation of the European Commission, on behalf of the European Union, has been approved by Decision No 912/2009/EC of the European Parliament and of the Council of 16 September 2009 on the participation by the European Union in a European metrology research and development programme undertaken by several Member States¹ (hereinafter the "Decision").

Based on this Decision, EURAMET receives funding from the European Union for the EMRP and the provision of grant funds under this JRP-Contract is dependent on those funds being made available to EURAMET under this Decision.

The JRP-Partners having considerable experience in the field concerned, have submitted a proposal for a Joint Research Project to EURAMET as part of the Targeted Programme (TP) SI Broader Scope (2012). The proposal for this JRP was selected in accordance with the EURAMET process.

In accordance with the provisions of the Decision, the parties have agreed on the following terms and conditions, including the following Annexes in its relevant versions:

- Annex Ia – JRP-Protocol
- Annex Ib – JRP-Budget
- Annex II – Financial Provisions and Financial Audit Requirements
- Annex III – Form A "Accession to the JRP-Contract"

¹ OJ L 257, 30.9.2009, p.12.

EMRP

- Annex IV – Form B “Accession of a new JRP-Partner to the JRP-Contract”
Annex V – Statement on Double Funding

1. DEFINITIONS

- 1.1. **“Arbitration Tribunal”** means the panel of three arbitrators drawn from the EMRP Committee which is convened and sits to resolve a dispute under this JRP-Contract by way of arbitration in order to avoid a court action.
- 1.2. **“Background Intellectual Property (IP)”** means information which is held by JRP-Partners prior to their accession to the JRP-Contract, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to the JRP-Contract, and which is needed for carrying out the JRP or for using the results of the JRP.
- 1.3. **“Collaborator”** means an organisation with an interest in the appropriate research area that is collaborating with the JRP. Collaborators are not partners in the meaning of this JRP-Contract and are not bound by it. Collaborators cannot receive funding granted for this JRP and do not deliver the work described in Annex Ia of this JRP-Contract. Their relationship to the JRP-Consortium, activities and obligations will be defined in a separate “Exchange of Letters”, which is consistent with this JRP-Contract, but shall not be regarded as part of this JRP-Contract.
- 1.4. **“European Metrology Research Programme (EMRP)”** means the European metrology research and development programme undertaken by several Member States according to the Decision No 912/2009/EC¹.
- 1.5. **“EMRP Committee”** means the EURAMET body which is composed of EURAMET members whose countries are the participating States in the EMRP according to the Decision No 912/2009/EC¹. The EMRP Committee is the decision-making body of the EMRP and is responsible for all matters concerning the EMRP.
- 1.6. **“EMRP Programme Manager”** means the representative of EURAMET who is authorised to act on behalf of EURAMET in specific matters of the EMRP, in particular to exercise the overall management of the EMRP for EURAMET. He or she leads the EMRP-MSU and executes his/her tasks and responsibilities as assigned by EURAMET.
- 1.7. **“EURAMET Secretariat”** means the body which provides the management and administration of EURAMET’s affairs. It consists of different units.
- 1.8. **“EMRP-MSU”** means the Unit of the EURAMET Secretariat with specific responsibility for the implementation of the EMRP under the direction of the EMRP Programme Manager, hosted by NPL Management Ltd. The EMRP-MSU performs the management and support services for coordination of the EMRP assigned to it subject to the necessary support from the other Units of the EURAMET Secretariat.
- 1.9. **“EURAMET financial contribution”** means the financial contribution originating from the European Union to the EMRP, and administered, managed, and distributed by EURAMET subject to the provisions in this JRP-Contract.
- 1.10. **“EMRP Guidance documents”** means all relevant documents pertaining to the EMRP and issued by EURAMET.
- 1.11. **“EMRP Intellectual Property Rights (IPR) Policy”** means the policy governing the intellectual property rights arising from the activities carried out under the EMRP according to the Decision No 912/2009/EC¹ and following the IPR provisions applicable in the Seventh Framework Programme (FP7) which are to be incorporated into the JRP-Consortium Agreement.
- 1.12. **“EMRP National Cash Contribution”** means the fees paid by the organisation of the EMRP Committee member participating in the EMRP according to the Decision

EMRP

No 912/2009/EC¹ on a country-by-country-basis composed of the 'Coordination and management fees for the EMRP' (= Running costs) and the 'Contribution to the EMRP Researcher Grants'.

- 1.13. **"EMRP Researcher Grant Beneficiary(ies)"** means the individual(s) and/or organisation(s) employing or hosting the individual researcher which receive, or may become eligible to receive funding from the EMRP Researcher Grant scheme according to the Decision No 912/2009/EC¹.
- 1.14. **"Exchange of Letters"** means an appropriate agreement signed between the JRP-Consortium and the Collaborator, defined above. It provides a framework and set of principles to guide the parties in undertaking collaborative activities related to the JRP, but which are not and cannot be part of the JRP. This agreement is deemed to have been signed before exchanging information.
- 1.15. **"Financial Audit Guidelines"** means the reference document for audit requirements for the Financial Audit reports referred to in Annex II of this JRP-Contract.
- 1.16. **"Financial Guidelines"** means the reference document for financial provisions concerning the implementation of the JRP referred to in Annex II of this JRP-Contract.
- 1.17. **"Foreground Intellectual Property (IP)"** means the results, including information, whether or not they can be protected, which are generated under the JRP concerned. Such results include rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection.
- 1.18. **"Joint Research Project (JRP)"** means the whole collaborative work done under this JRP-Contract.
- 1.19. **"JRP-Consortium"** means the entirety of the JRP-Partners signing this JRP-Contract and collaborating under this JRP-Contract and under the JRP-Consortium Agreement.
- 1.20. **"JRP-Consortium Agreement"** means the agreement between the JRP-Partners for the implementation of the JRP in conformity with the JRP-Contract. The JRP-Consortium Agreement supplements the JRP-Contract by expanding on and clarifying key terms and conditions and provides details of the internal management and working practices of the JRP-Consortium. Where the JRP benefits from a complementary EMRP Researcher Grant, the agreement also governs the interaction between the JRP-Consortium and the EMRP Researcher Grant Beneficiaries.
- 1.21. **"JRP-Coordinator"** means the responsible individual of the JRP-Partner who acts as the coordinator of the JRP.
- 1.22. **"JRP-Protocol"** means the document, which describes the work of the project and identifies the total resources needed to execute the project. The JRP-Protocol may give general references to associated activities of any Collaborators (Annex Ia of this JRP-Contract).
- 1.23. **"JRP-Budget"** means the table with indicative distribution and budget breakdowns, which comprises the total resources needed to execute the JRP (Annex Ib of this JRP-Contract).
- 1.24. **"JRP-Partner(s)"** means the party or parties signing this JRP-Contract as the JRP-Coordinator or acceding to this JRP-Contract by signing the Accession Form in order to join the JRP (Annex III or Annex IV of this JRP-Contract).
 - "Funded JRP-Partner(s)"** means those party or parties identified in Clause 2.2.1. as entitled to receive funding for their participation from EURAMET under this JRP-Contract.
 - "Unfunded JRP-Partner(s)"** means organisations from any country worldwide identified in Clause 2.2.2. participating on an unfunded contractual basis in this JRP.

EMRP

- 1.25. **“JRP Reporting Guidelines”** means the reference document for reporting of the JRP and the EMRP Researcher Grant (if applicable).
- 1.26. **“Targeted Programme (TP)”** means the priority topic areas covered by each EMRP Call, as identified in the EMRP Call Scope in accordance with the ‘EMRP Outline 2008’.
- 1.27. **“TP-Guardian”** means the EMRP Committee representative who provides advice to the EMRP Programme Manager and the EMRP Committee regarding the scientific performance and direction of the TP and its constituent JRPs. This advice is given in consultation with the TP-Coordinator.
- 1.28. **“TP-Coordinator”** means the individual from the metrology community with expertise in the field, appointed by the EMRP Committee who provides advice to the EMRP Programme Manager and the EMRP Committee regarding the scientific performance and direction of the TP and its constituent JRPs. This advice is given in consultation with the TP-Guardian.

2. SCOPE

- 2.1. This JRP-Contract specifies the relationship between EURAMET and the JRP-Partners, in particular concerning the management of the JRP and the rights and obligations of the parties, which shall be in conformity with the Decision.
- 2.2. The following JRP-Partners together with the JRP-Coordinator (JRP-Partner 1) form the JRP-Consortium:
 - 2.2.1. Funded JRP-Partners:
 - JRP-Partner 2: Cesky Metrologicky Institut Brno (CMI), Czech Republic
 - JRP-Partner 3: Laboratoire national de métrologie et d'essais (LNE), France
 - JRP-Partner 4: Eidgenössisches Institut für Metrologie METAS (METAS), Switzerland
 - JRP-Partner 5: Mittatekniikan Keskus (MIKES), Finland
 - JRP-Partner 6: NPL Management Limited (NPL), United Kingdom
 - JRP-Partner 7: Slovenský Metrologický Ústav (SMU), Slovakia
 - JRP-Partner 8: SP Sveriges Tekniska Forskningsinstitut AB (SP), Sweden
 - 2.2.2. Unfunded JRP-Partners²:
 - JRP-Partner 9: Korea Research Institute of Standards and Science (KRISS), Republic of Korea

3. ACCESSION TO JRP-CONTRACT & JRP-CONSORTIUM

- 3.1. The JRP-Coordinator will sign this JRP-Contract on behalf of all JRP-Partners (the ‘JRP-Consortium’). All other JRP-Partners will accede to this JRP-Contract and assume the rights and obligations established by this JRP-Contract by signing the Form A “Accession to the JRP-Contract” (Annex III of this JRP-Contract) in three originals, countersigned by the JRP-Coordinator.
- 3.2. The JRP-Coordinator shall send to EURAMET one duly completed and signed Form A per JRP-Partner at the latest 45 calendar days after the entry into force of the JRP. The

² Unfunded JRP-Partners do not receive EURAMET financial contribution for their work on the JRP, but have reporting and contractual responsibilities in delivering the JRP. Details on the responsibilities are laid down in Clause 7.

EMRP

two remaining signed originals shall be kept, one by the JRP-Coordinator and one by the JRP-Partner concerned.

- 3.3. Should any potential JRP-Partner fail or refuse to accede to this JRP-Contract within the deadline established under Clause 3.2 the JRP-Consortium through the JRP-Coordinator may propose to EURAMET within a time limit to be fixed by the EMRP Programme Manager appropriate solutions to ensure the proper implementation of the project. The proposal shall be approved by the EMRP Committee. The procedure established in Clauses 19 and 20 will apply.
- 3.4. The JRP-Partners shall enter into a Consortium Agreement (the "JRP-Consortium Agreement"), addressing the key elements of their relationship under the JRP, which shall not contradict the provisions of this JRP-Contract. Written confirmation shall be provided to EURAMET within two months after entry into force of a JRP that all JRP-Partners have signed the JRP-Consortium Agreement and will meet its requirements and that the JRP-Consortium Agreement embodies principles of the EMRP IPR Policy.
- 3.5. Should the JRP-Consortium fail to conclude the JRP-Consortium Agreement or any JRP-Partner fail or refuse to sign the JRP-Consortium Agreement within the deadline established in Clause 3.4, EURAMET shall have the right to terminate this JRP-Contract. The JRP-Consortium through the JRP-Coordinator may propose to EURAMET, within the time limit to be fixed by the latter, appropriate solutions to ensure the proper implementation of the JRP. This shall also apply if an EMRP Researcher Grant is not awarded. The procedure established in Clauses 19 and 20 will apply.

4. ENTRY INTO FORCE AND DURATION OF THIS JRP-CONTRACT

- 4.1. This JRP-Contract shall enter into force after signature of both parties with effect from **01 June 2013** (start date of the JRP). The duration of the JRP shall be **36 months** starting from the start date of the JRP. The JRP-Contract shall remain in force and effect until complete discharge of all activities and obligations under this JRP-Contract.

5. FUNDING PROVISIONS

- 5.1. Payments shall be made by EURAMET in Euros in accordance with the provisions of Clause 5.3. Without prejudice, the following types of payment are foreseen:
 - A pre-financing shall be paid to the JRP-Partners in proportion to their overall indicative budget at the beginning of the JRP.
 - Interim payment(s) shall be made to the JRP-Partners following approval of periodic financial reporting and are calculated on the basis of accepted eligible costs.
 - The final payment shall be transferred to the JRP-Partner after the approval of the final reporting and consist of the difference between the calculated EURAMET financial contribution (on the basis of the eligible costs) minus the amounts already paid.

The total amount of the pre-financing and any interim payment(s) shall be limited to 90 % of the maximum EURAMET financial contribution. The retention of 10 % shall be kept by EURAMET until the date of the final payment.

- 5.2. The maximum EURAMET financial contribution to this JRP shall be EUR **1,290,785.88** (one million two hundred ninety thousand seven hundred eighty five EUROS eighty eight CENTS). Details of the EURAMET financial contribution are contained in Annex Ia and Annex Ib which includes an estimated breakdown of costs and EURAMET financial contribution per JRP-Partner per cost category under the JRP.

The EURAMET financial contribution shall not exceed a maximum of **42.8 %** of the total eligible costs and subject to the overall cap, specified above in this Clause.

EMRP

5.3. EURAMET shall distribute the EURAMET financial contribution directly and individually to the JRP-Partners. Payments made by EURAMET shall be deemed to be effected on the date when they are debited to EURAMET's account. The distribution of funds is subject to:

- the money received from the European Union,
- except for the pre-financing, after approval of required reports and any required financial audits,
- the payment of the EMRP National Cash Contribution by the organisation of the EMRP Committee member participating in the EMRP according to the Decision No 912/2009/EC¹,
- the accession to this JRP-Contract by all JRP-Partners,
- the conclusion of the JRP-Consortium Agreement by all JRP-Partners,
- the provision of the correct and up to date banking details.

A JRP-Partner shall be funded only for its tasks carried out in accordance with Annex Ia and Annex Ib unless otherwise agreed in advance by EURAMET in writing.

5.4. EURAMET shall have the right to suspend, refuse, or reclaim the payment, including pre-financing, at any time, in whole or in part for the amount intended for the JRP-Partner(s) concerned:

- if the JRP-Partner(s) or the JRP-Consortium is found or presumed to have infringed the provisions of this JRP-Contract, in particular in the wake of the audits and checks provided for in Clause 10,
- in the event of non-performance or delay of the JRP-Partner(s) obligations under this JRP-Contract, in particular:
 - if one or more of the reports or appropriate deliverables have not been supplied, or are not complete, or
 - if some clarification or additional information is needed, or
 - if a JRP-Partner or the JRP-Coordinator has not replied to instructions and requests from EURAMET in a timely manner.
- if required by the European Commission.

When EURAMET suspends the payment the JRP-Consortium and/or the JRP-Partners(s) concerned shall be duly informed of the reasons why payment in whole or in part will not be made and the conditions to be met for the lifting of the suspension.

Suspension shall take effect on the date when notice is sent by EURAMET.

The suspension will be lifted from the date when the last report, deliverable or the additional information requested is received by EURAMET.

5.5. Financial provisions concerning the implementation of the JRP and this JRP-Contract shall be followed as laid down in Annex II of this JRP-Contract which closely follow the financial provisions of the Model Grant Agreement adopted by the European Commission.

5.6. By signing the 'Statement on Double Funding' (Annex V of this JRP-Contract) the JRP-Partner(s) shall ensure that double funding benefiting from this or any other European Union funding, except for the agreed matching funding, for the same activity does not exist, as stated in the Annex. If EURAMET suspects that this declaration is false, the matter will be investigated and, if proven, will result in the termination of the participation of this JRP-Partner. In such case, the European Commission shall be informed. The procedure established in Clause 19 for termination of this JRP-Contract will apply.

EMRP

The JRP-Coordinator shall send to EURAMET one duly completed and signed original copy of Annex V per JRP-Partner (including itself) at the latest 45 calendar days after the entry into force of the JRP. The two remaining signed originals shall be kept, one by the JRP-Coordinator and one by the JRP-Partner concerned.

- 5.7. Bank charges shall be shared with each Party bearing the costs of their bank.
- 5.8. The JRP-Partners are only allowed to transfer budget between themselves with prior written approval by EURAMET and shall follow procedures specified by EURAMET for such transfers.

6. REPORTING AND APPROVAL OF REPORTS

- 6.1. The JRP-Consortium shall submit reports on the performance of the tasks in the JRP and the use of funds allocated to the JRP.
- 6.2. Periodic reports (technical and financial) shall be submitted for each reporting period within 60 days of the end of the period in question by the JRP-Coordinator to EURAMET.

The JRP is divided into reporting periods (RP) of the following duration:

RP 1: from Month 1 to Month 18.

RP 2: from Month 19 to the last month of the JRP.

- 6.3. Interim reports shall be submitted at six months intervals by the JRP-Coordinator to EURAMET. Interim reports are due 45 days after the end of the following intervals:

Month 6, Month 12, Month 24, and Month 30.

- 6.4. A final report shall be submitted by the JRP-Coordinator to EURAMET within 60 days after the end of the JRP.
- 6.5. Additional reports may be required to enable proper management of the EMRP or to provide statistical or other information required by EURAMET or the European Commission. Such reports will be specified in the JRP Reporting Guidelines.
- 6.6. Reporting (technical and financial) shall be submitted in accordance with the JRP Reporting Guidelines issued by EURAMET setting out the structure, the content and the format. The relevant version of the JRP Reporting Guidelines shall be the version current at the end of the relevant reporting period.

Any report and deliverable required by this JRP-Contract shall be in English.

- 6.7. Costs shall be reported in Euro. JRP-Partners with accounts in currencies other than the Euro shall report costs by using, either the conversion rate published by the European Central Bank³ that would have applied on the date that the actual costs were incurred, or its rate applicable on the first day of the month following the end of the reporting period. JRP-Partners with accounts in Euro shall convert costs incurred in other currencies according to their usual accounting practice.
- 6.8. At the end of each reporting period, EURAMET shall evaluate the required reports and deliverables. Payments shall be made after EURAMET's approval of the reports (technical and financial) in accordance with the provisions of Clause 5.3.
- 6.9. After reception of the reports, EURAMET may:

³ The daily exchange rates are fixed by the European Central Bank (ECB) and may be obtained at the following internet address: <http://www.ecb.int/stats/eurofxref/> or, for the rate of the first day of the month following the reporting period, in the relevant OJ of the European Union. For the days where no daily exchange rates have been published, (for instance Saturday, Sunday and New Year's Day) you should take the rate on the next day of publication.

The use of other sources for exchange rates (other than the ECB) is admissible only where no other solution is possible (i.e. when ECB does not include the daily exchange rates for a particular currency).

EMRP

- approve the reports, in whole or in part, or make the approval subject to certain conditions, or
- reject the reports giving an appropriate justification, or
- request supporting documentation or additional information.

6.10. Approval of costs claimed by JRP-Partners during the lifetime of the JRP shall be subject to Financial Audit reports which shall be carried out in accordance with the financial audit requirements as laid down in Annex II of this JRP-Contract which closely follow the provisions of the Model Grant Agreement and guidance documents adopted by the European Commission.

Each JRP-Partner shall be required to submit to EURAMET a Financial Audit report at the end of each reporting period according to Clause 6.2.

The requirement to provide an intermediate Financial Audit report shall be waived, when the amount of the financial contribution to a JRP-Partner over the lifetime of the JRP is less than EUR 50 000.

6.11. Approval of any report shall not imply recognition of the regularity or of the authenticity of the declarations and information they contain, and does not imply exemption from any checks or audits.

7. SPECIAL CLAUSES *(when such exist)*

The following special clause(s) apply(ies) to this JRP-Contract:

7.1. Unfunded JRP-Partners

7.1.1. Activities and contribution of the unfunded JRP-Partner(s) listed under Clause 2.2.2 shall be defined in Annex Ia where appropriate.

7.1.2. The activities and contribution of the unfunded JRP-Partner(s) shall not be considered when establishing the total eligible costs for this JRP. Their contribution shall not be considered as a receipt to this JRP.

Costs incurred by the unfunded JRP-Partner(s) shall not be taken into consideration for determining the EURAMET financial contribution.

7.1.3. Following Clauses do not apply to unfunded JRP-Partners:

- | | |
|-----------------------------|--|
| - Clauses 5 | - Funding Provisions |
| - Clauses 6.10 | - Reporting and Approval of Reports
(approval of Financial Audit reports) |
| - Clause 10.6 | - Audit and Checks (financial audits and controls) |
| - Clause 11 | - Recovery, Repay and Sanctions |
| - Clause 15.2 | - Liability and Force Majeure (financial liability) |
| - Clauses 19.6.1 and 19.6.2 | - Termination (financial consequences). |

The unfunded JRP-Partner(s) need not submit Financial Audit reports, in particular a financial statement and an Audit Certificate, as they are not subject to financial audits and controls.

7.2. EMRP Researcher Grant Beneficiary(ies)

7.2.1. Whilst EMRP Researcher Grant Beneficiary(ies) - in these role(s) - are not part of the JRP-Consortium, the activities executed under or associated with this JRP, as identified in Annex Ia, may require the JRP-Consortium to interact with the EMRP Researcher Grant Beneficiary(ies).

- 7.2.2. Where the JRP-Consortium has agreed to this interaction, it shall carry out such activities as necessary to ensure the success of such cooperation.
- 7.2.3. The EMRP Researcher Grant Beneficiaries shall retain main responsibility towards EURAMET by entering into an EMRP Researcher Grant Contract with EURAMET in agreement with the JRP-Consortium, addressing the key elements of their relationship. Such contract shall place the necessary rights and obligations for the interaction on the EMRP Researcher Grant Beneficiary(ies).

8. COMMUNICATION AND LANGUAGE

- 8.1. This JRP-Contract is drawn up in English. All documents, notices and meetings for its application and/or extension or in any other way relative thereto shall be in English.
- 8.2. Any communication or request concerning this JRP-Contract shall identify the JRP-Contract acronym and JRP number, the nature and details of the request or communication and be submitted in writing to the following addresses:

EURAMET:

EMRP Programme Manager
EURAMET EMRP Management Support Unit (EMRP-MSU)
Hampton Road, Teddington,
Middlesex, TW11 0LW, UK
Phone:
Email:

JRP-Coordinator:

Franz Ahlers
Physikalisch-Technische Bundesanstalt
Bundesallee 100,
DE-38116 Braunschweig,
Germany
Phone:
Email:

9. RESPONSIBILITIES

9.1. EURAMET

EURAMET has a contractual relationship with the European Commission on which basis EURAMET receives funding from the European Union for the EMRP.

EURAMET has the overall responsibility for the EMRP and for the management the EURAMET financial contribution to the EMRP.

9.2. JRP-COORDINATOR

- 9.2.1. The JRP-Coordinator shall ensure that the legal entities identified as JRP-Partners in Clause 2.2 complete the formalities for them to accede to the JRP-Contract in a timely manner.
- 9.2.2. The JRP-Coordinator shall immediately inform EURAMET of any event affecting or delaying the implementation of the JRP.
- 9.2.3. The JRP-Coordinator shall be responsible for the management of the JRP. He or she shall be responsible for preparing and submitting the JRP reports and deliverables to EURAMET. He or she shall review the reports to verify consistency with the JRP tasks before transmitting them to EURAMET.
- 9.2.4. The JRP-Coordinator shall interface with EURAMET, and in particular with the EMRP Programme Manager, in all relevant matters on behalf of the JRP-Partners. He or she shall prepare the minutes of progress meetings and shall forward any documents and information required either by EURAMET or the European Commission to the EMRP-MSU.
- 9.2.5. The JRP-Coordinator shall advise and direct the JRP-Partners on the developments necessary for the JRP and shall coordinate the preparation of the JRP reports.
- 9.2.6. The JRP-Coordinator shall immediately advise EURAMET of any deviation from the JRP-Protocol likely to impact on the time schedule, work progress and the JRP-Contract deliverables, together with a proposal for recovery.
- 9.2.7. The JRP-Coordinator shall, in the periodic reports, comment specifically, for each JRP-Partner on the appropriateness of the resources used and costs claimed with regard to the work done in the reporting period.
- 9.2.8. The JRP-Coordinator shall provide sufficient information, where requested, for the TP-Coordinator and the TP-Guardian to report on scientific progress and impact of the JRP.
- 9.2.9. Any dissemination activities relating to Intellectual Property and know-how shall be documented by the JRP-Coordinator in a plan for use and dissemination as part of the reporting in accordance with the JRP Reporting Guidelines. This information shall be made available if requested by EURAMET or by the European Commission.
- 9.2.10. The JRP-Coordinator shall, if applicable, forward the list of Collaborators to EURAMET in due time after signature of this JRP-Contract and, if necessary, an updated list throughout the lifetime of the JRP.
- 9.2.11. The JRP-Coordinator shall be responsible to provide to the EMRP Researcher Grant Beneficiaries the JRP-Consortium Agreement.

9.3. JRP-PARTNERS

- 9.3.1. The JRP-Partners shall take all necessary and reasonable measures to ensure that all their activities and obligations under this JRP-Contract are carried out in accordance with the terms and conditions of this JRP-Contract and applicable rules. The planned distribution of tasks, budget, timescales, responsibilities and limitations for each JRP-Partner is specified in Annex Ia and Annex Ib.
- 9.3.2. The JRP-Partners shall make appropriate internal arrangements to ensure the efficient implementation of this JRP-Contract, and shall ensure that any agreement concluded between the JRP-Partners to this end does not contradict the provisions of this JRP-Contract.
- 9.3.3. The JRP-Partners shall be responsible for providing the JRP-Coordinator with all information required in a timely manner and in due form in order to meet the obligations of this JRP-Contract.

EMRP

9.3.4. The JRP-Partners shall undertake to use reasonable endeavours:

- to inform each other and EURAMET (through the JRP-Coordinator) in due time of any event or circumstances which might affect the implementation or significantly delay the performance of the JRP.
- to ensure the accuracy of information or materials it supplies hereunder and promptly to correct any errors herein.
- to inform each other and EURAMET (through the JRP-Coordinator unless otherwise directed by EURAMET) in due time of names, contact, legal and financial details of JRP-Partners (such as legal name, address of its legal representatives, legal financial, organisational or technical situation, including change of control and any changes of status), as well as any changes to that information.
- to reply to instructions and requests from EURAMET in a timely manner.
- to ensure that any agreements or contracts entered into between the JRP-Partner and any subcontractor, or other third party, contain provisions extending EURAMET and the Court of Auditors' right to audit any work carried out under the specific agreements for which costs are claimed from the EURAMET financial contribution.
- to take part in meetings concerning the supervision, monitoring and evaluation of the JRP-Contract and the specific agreements which are relevant to it.
- to take all necessary steps to avoid commitments that are incompatible with the obligations provided for in this JRP-Contract and inform the other JRP-Partners and EURAMET of any unavoidable obligations which may arise during the duration of the JRP-Contract which may have implications for any of its obligations under the JRP-Contract.
- to provide EURAMET, the European Commission and Court of Auditors directly with information requested in the framework of controls and audits, as provided for in Clause 10.
- to carry out the JRP in accordance with fundamental ethical principles.
- to endeavour to promote equal opportunities between men and women in the implementation of the JRP.
- to take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities, family or emotional ties or any other interests liable to influence the impartial and objective performance of the JRP and shall inform EURAMET without delay of any situation which could lead to such a conflict of interest.
- to engage, whenever appropriate, with actors beyond the research community and with the public in order to foster dialogue and debate on the research agenda, on research results and on related scientific issues with policy makers and civil society; create synergies with education at all levels and conduct activities promoting the socioeconomic impact of the research.

9.3.5. The JRP-Partners shall allow EURAMET to take part in meetings concerning the JRP.

9.3.6. The JRP-Partners shall support the EMRP Programme Manager, the TP-Coordinator and the TP-Guardian in particular by delivering required information and progress reports, including a summary of the progress of work, an explanation of the use of the resources and a financial statement.

10. AUDIT AND CHECKS

- 10.1. EURAMET may initiate, arrange, and undertake technical and/or financial audits to be carried out on a JRP or individual organisation basis at any time during the implementation of the JRP and up to 31 December 2022.
- 10.2. Audits shall be deemed to be initiated on the date of receipt of the relevant letter sent by EURAMET. Any such audits shall be carried out on a confidential basis.
- 10.3. Audits may be carried out either directly by EURAMET, the European Commission staff (including the European Anti-Fraud Office (OLAF)), the European Court of Auditors, or by any other duly authorised representatives (including external auditors and technical experts appointed by those named bodies).
- 10.4. In order to carry out these audits, the JRP-Partners shall ensure that EURAMET, the European Commission's Services, the European Court of Auditors, and any external body (ies) authorised by them have the appropriate right of access to its premises and to all the information, including information in electronic format, needed in order to conduct such audits.
- 10.5. EURAMET and the European Commission may carry out on-the-spot checks and inspections in accordance with its rules and Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the European Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EC) No 1073/1999 of the European Parliament and of the Council of 25 May 1999 concerning investigations conducted by the European Anti-Fraud Office (OLAF).
- 10.6. Financial audits and controls:
 - 10.6.1. Such audits may cover financial, systemic and other aspects (such as accounting and management principles) relating to the proper execution of the JRP-Contract.
 - 10.6.2. The JRP-Partners shall keep the originals or, in exceptional cases, duly authenticated copies – including electronic copies - of all documents relating to the JRP-Contract for up to 31 December 2022. These shall be made available to EURAMET or the European Commission where requested during any audit under the JRP-Contract.
 - 10.6.3. On the basis of the findings made during the financial audit, a provisional report shall be drawn up. It shall be sent by EURAMET or its authorised representative to the JRP-Partner concerned, which may make observations thereon within one month of receiving it. EURAMET may decide not to take into account observations conveyed or documents sent after that deadline. The final report shall be sent to the JRP-Partner concerned within two months of expiry of the aforesaid deadline.
 - 10.6.4. On the basis of the conclusions of the audit, EURAMET shall take all appropriate measures which it considers necessary, including the issuing of recovery or repayment orders regarding all or part of the payments made by it and the application of any applicable sanction.
- 10.7. Technical audits and reviews:
 - 10.7.1. The aim of a technical audit or review shall be to assess the work carried out under the JRP over a certain period, inter alia by evaluating the project reports and deliverables relevant to the period in question. Such audits and reviews may cover scientific, technological and other aspects relating to the proper execution of the JRP and the JRP-Contract.
 - 10.7.2. With respect to the JRP-Protocol (Annex Ia), the audit or review shall objectively assess the following:
 - the degree of fulfilment of the project work plan for the relevant period and of the related deliverables;

EMRP

- the continued relevance of the objectives and breakthrough potential with respect to the scientific and industrial state of the art;
- the resources planned and utilised in relation to the achieved progress, in a manner consistent with the principles of economy, efficiency and effectiveness;
- the management procedures and methods of the project;
- the JRP-Partners' contributions and integration within the JRP;
- the expected potential impact in economic, competition and social terms, and the JRP-Partners' plan for the use and dissemination of Foreground IP.

10.7.3. A report on the outcome of the audits and reviews shall be drawn up. It shall be sent by EURAMET to the JRP-Partner concerned, who may make observations thereon within one month of receiving it. EURAMET may decide not to take into account the observations conveyed after that deadline.

10.7.4. On the basis of the formal recommendations EURAMET will inform the JRP-Coordinator of its decision:

- to accept or reject the deliverables;
- to allow the project to continue without modification of Annex Ia or with minor modifications;
- to consider that the *project* can only continue with major modifications;
- to initiate the termination of the JRP-Contract or of the participation of any JRP-Partner according to Clause 19;
- to issue a recovery order regarding all or part of the payments made by EURAMET and to apply any applicable sanction.

10.7.5. An ethics audit may be undertaken at the discretion of EURAMET up to five years after the end of the project. Clauses 10.2, 10.3, 10.4, 10.7.3, and 10.7.4 shall apply *mutatis mutandis*.

11. RECOVERY, REPAY AND SANCTIONS

11.1. If any amount is unduly paid by EURAMET to a JRP-Partner or if recovery is justified under the terms of this JRP-Contract, the JRP-Partner concerned undertakes to repay EURAMET the amounts in question on whatever terms and by whatever date EURAMET may specify in a recovery order.

11.2. Sums owed to EURAMET may be recovered by offsetting them against any sums it owes to the JRP-Partner concerned, after informing the latter accordingly. The JRP-Partner's prior consent shall not be required.

11.3. A JRP-Partner leaving the JRP-Consortium shall refund all payments it has received except the amount of contribution accepted by EURAMET.

11.4. EURAMET may claim liquidated damages in addition to the recovery from a JRP-Partner which is found to have overstated expenditure and which has consequently received unjustified EURAMET financial contribution.

The amount of liquidated damages is calculated according to the following formula:

$$\text{Liquidated damages} = \text{unjustified financial contribution} \times \left(\frac{\text{overstated amount}}{\text{total financial contribution claimed}} \right)$$

The calculation of any liquidated damages shall only take into consideration the reporting period(s) relating to the JRP-Partner's claim for the EURAMET financial

EMRP

contribution for that period. It shall not be calculated in relation to the entire EURAMET financial contribution.

EURAMET shall inform the JRP-Partner which it considers liable to pay liquidated damages in writing of its claim by way of a registered letter with acknowledgement of receipt. The JRP-Partner shall have a period of 30 days to answer EURAMET's claim.

The procedure for repayment of unjustified EURAMET financial contribution and for payment of liquidated damages will be determined in accordance with the provisions of Clause 11. Liquidated damages will be deducted from any further payment or will be subject to recovery by EURAMET.

- 11.5. In the case that a JRP-Partner has been guilty of making false declarations or has been found to have seriously failed to meet its obligations under this JRP-Contract, such JRP-Partner shall be liable to financial penalties of between 2 % and 10 % of the value of the EURAMET financial contribution received.
- 11.6. Bank charges occasioned by the recovery of the sums owed to EURAMET shall be borne solely by the JRP-Partner concerned.

12. CONFIDENTIALITY

- 12.1. Without prejudice to the EURAMET rules on publication and public access to documents, EURAMET and the JRP-Partners undertake to preserve the confidentiality of any document, information or other material directly related to the subject of this JRP-Contract, which is clearly identified as confidential, unless EURAMET and/or the JRP-Partners agree otherwise.
- 12.2. EURAMET and the JRP-Partners shall remain bound by this obligation after the end of the JRP-Contract for a period of five years.
- 12.3. Any JRP specific confidentiality provisions between the JRP-Partners are dealt within the JRP-Consortium Agreement.
- 12.4. Any JRP specific confidentiality provisions between the JRP-Partners and Collaborators are dealt within the Exchange of Letters.
- 12.5. All personal data contained in the JRP-Contract shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the institutions and bodies of the European Union and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the JRP-Contract, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with European Union legislation and this JRP-Contract.

JRP-Partners may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They should address any questions regarding the processing of their personal data to EURAMET. JRP-Partners may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

EURAMET may use relevant personal data of the JRP-Partners related to the EMRP for information and communication purposes.

13. PUBLICATION AND PUBLIC ACCESS

- 13.1. The JRP-Consortium and/or the JRP-Partner(s) shall take all appropriate measures to publicise the fact that the JRP has received funding from the European Union.
- 13.2. The JRP-Consortium and/or the Partners shall undertake to use reasonable endeavours to publish the results of the JRP's research activities. All material relating

EMRP

to the EMRP (including printed and electronic publications as well as websites) shall respect the relevant EURAMET rules on corporate design.

- 13.3. The JRP-Consortium and/or the JRP-Partner(s) shall ensure that all printed and electronically published material (such as in publications, reports, presentations, poster, publicity material, patents etc.) related to the EMRP and JRP respectively, acknowledges that the JRP was carried out “*with funding by the European Union*”.

All published material shall include the following statement to indicate the co-funding by the European Union:

‘The EMRP is jointly funded by the EMRP participating countries within EURAMET and the European Union.’

The JRP-Consortium and/or the JRP-Partner(s) shall ensure to acknowledge the financial support from the European Union in their external communication and shall display in an appropriate way the logo⁴.

This authorisation to use the logo implies no right of exclusive use. It does not permit the appropriation of the logo, or any similar trademark or logo, whether by registration or by any other means.

- 13.4. The JRP-Partners authorise EURAMET and the European Commission to publish required data and information related to the JRP in any form and medium, including via the Internet, which are:

- the name and identification of the JRP;
- the name and contact address of the JRP-Partners;
- the amount of the EURAMET financial contribution;

If the beneficiary is a natural person, his or her further personal data may be published only with his or her prior agreement.

- the general purpose of the JRP in the form of the summary provided by the JRP-Consortium;
- total eligible costs of the JRP (as budgeted ex-ante in funding agreements, as claimed in cost statements or as audited, whichever more accurate data is available to EURAMET and/or the European Commission);
- the geographic location of the activities carried out;
- any publishable report, publishable deliverable or other publishable document submitted to EURAMET and/or the European Commission.

The JRP-Consortium shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by EURAMET and/or the European Commission does not infringe any rights of third parties.

Upon a duly substantiated request by a JRP-Partner, EURAMET and/or the European Commission may agree to forego such publicity if disclosure of the information indicated above would risk compromising the JRP-Partner's security, academic or commercial interests.

- 13.5. EURAMET established a repository for publications in the scope of the EMRP on its website. The repository consists of a password protected section for EURAMET-internal purposes and an open access section which is available to the public. All JRP-Partners shall provide at least a PDF-file of all their JRP-related publishing activities to the Internal Part of the Repository.

In addition, the JRP-Partners have to make their best efforts to provide a direct link to their publication or a post-print of their publication to the Open Access Part of the Repository through negotiation with the publisher so that it becomes freely and

⁴ The logo can be downloaded from the following webpage: www.emrponline.eu/downloads.

EMRP

electronically available to anyone. By depositing a post-print of the publication in the Open Access Part, the JRP-Partner concerned shall grant a right of use in favour of EURAMET automatically without requirement for further written agreement.

14. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 14.1. The EMRP IPR Policy⁵ shall be based on the Rules for Participation in the Seventh Framework Programme (FP7) and shall follow the general FP7 IP-related rules contained in Annex II of the FP7 Model Grant Agreement.
- 14.2. The JRP-Partners shall agree within its JRP-Consortium Agreement how to apply the EMRP IPR Policy and shall specify their rights in respect of IPR in accordance with this JRP-Contract and the EMRP IPR Policy.

15. LIABILITY AND FORCE MAJEURE

- 15.1. All JRP-Partners shall be collectively responsible for the technical implementation of the JRP, as described in the JRP-Protocol (Annex Ia of this JRP-Contract). To that end each JRP-Partner shall take all necessary and reasonable measures to attain the objectives of the JRP, and to carry out the work incumbent on any defaulting JRP-Partner.

In case of non-performance or poor performance of a JRP-Partner, EURAMET shall have the right to terminate its participation. The procedure established in Clause 19 will apply.

- 15.2. All JRP-Partners shall be liable for the funds they have received. If the European Commission or EURAMET claims any reimbursement, indemnity or payment of damages relating to matters of this JRP the JRP-Partner whose default has caused the claim shall pay to EURAMET the full amount of such reimbursement, indemnity, or payment of damages immediately. If the funds cannot be recovered by EURAMET from the responsible JRP-Partner for any reason (for example its organisation enters into liquidation) liability shall be assumed by the other JRP-Partners in relative proportions to their funding received.

- 15.3. The JRP-Partners shall have sole responsibility for complying with any legal obligations incumbent on them.

The JRP-Partners shall assume sole liability towards third parties, including for damage of any kind sustained by them while the JRP is being carried out.

EURAMET shall not, in any circumstances or on any grounds, be held liable in the event of a claim under a specific agreement or relating to any damage caused during the execution of the JRP. Consequently, EURAMET will not entertain any request for indemnity or reimbursement accompanying any such claim. The JRP-Partners shall indemnify EURAMET accordingly.

- 15.4. Except in cases of force majeure, the JRP-Partners shall make good any damage sustained by EURAMET as a result of the execution or faulty execution of the JRP.

Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this JRP-Contract by the parties, which is beyond their control and cannot be overcome despite their reasonable endeavours. Any default of a product or service or delays in making them available for the purpose of performing this JRP-Contract and affecting such performance, including, for instance, anomalies in the functioning or performance of such product or service, labour disputes, strikes or financial difficulties do not constitute force majeure.

⁵ See Definition in Clause 1.11 of this Contract.

EMRP

If any of the JRP-Partners is subject to force majeure liable to affect the fulfilment of its obligations under this JRP-Contract, the JRP-Coordinator shall notify EURAMET without delay, stating the nature, likely duration and foreseeable effects.

If EURAMET is subject to force majeure liable to affect the fulfilment of its obligations under this JRP-Contract, it shall notify the JRP-Coordinator without delay, stating the nature, likely duration and foreseeable effects.

No party shall be considered to be in breach of its obligation to execute the project if it has been prevented from complying by force majeure. Where JRP-Partners cannot fulfil their obligations to execute the project due to force majeure, remuneration for accepted eligible costs incurred may be made only for tasks which have actually been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

16. SUBCONTRACTING

16.1. Subcontracting in significant matters is not permitted under this JRP-Contract.

16.2. A subcontractor is a third party which has entered into an agreement on business conditions with one or more JRP-Partners, in order to carry out part of the work of the project without the direct supervision of the JRP-Partner and without a relationship of subordination.

Provisions of this JRP-Contract applying to subcontractors shall also apply to external auditors who certify financial statements or a methodology.

16.3. Subcontracting may concern only certain parts of the JRP, as the implementation of the JRP lies with the JRP-Partner(s). The JRP-Partner(s) shall remain responsible for all its rights and obligations under this JRP-Contract, including the tasks carried out by a subcontractor.

16.4. Where it is necessary for the JRP-Partner to subcontract certain elements of the work to be carried out, the JRP-Partner shall ensure that principles of best value for money (best price-quality ratio), conditions of transparency and equal treatment are used before selecting a subcontractor.

The following conditions must be fulfilled:

- subcontracts may only cover the execution of a limited part of the JRP;
- recourse to the award of subcontracts must be duly justified in Annex Ia and Annex Ib having regard to the nature of the JRP and what is necessary for its implementation;
- recourse to the award of subcontracts by a JRP-Partner may not affect the rights and obligations of the JRP-Partners regarding Background IP and Foreground IP;
- Annex Ia and Annex Ib must indicate the tasks to be subcontracted and an estimation of the costs;
- in case that subcontracting to third parties of any activities is not specifically identified in Annex Ia and Annex Ib as a subcontract activity when signing the JRP-Contract, the award of this subcontract requires the prior written approval of EURAMET. The request for approval shall include a justification of the rationale, content and cost.

Subcontracts concluded on the basis of framework contracts entered into between a JRP-Partner and a subcontractor, prior to the beginning of the JRP in accordance with the JRP-Partner's usual management principles may also be accepted.

16.5. Subcontracting related to this JRP-Contract is not allowed between the JRP-Partners.

16.6. Collaborators are not to be regarded as subcontractors.

17. DISPUTES

Any dispute under this JRP-Contract shall be settled amicably as far as possible. If no solution is found, the dispute will be submitted to an Arbitration Tribunal drawn from the EMRP Committee for binding arbitration. The Arbitration Tribunal shall consist in total of three members of the EMRP Committee with equal rights. The members of the Arbitration Tribunal shall not be drawn from the countries of the JRP-Partners in dispute unless it is unavoidable. In general, the Arbitration Tribunal shall be chaired by the EMRP Chair or the deputy EMRP Chair. The person chairing the Arbitration Tribunal shall appoint its members. The outcome of the arbitration shall be final and binding upon the JRP-Partners concerned.

18. SUSPENSION OF THE JRP

- 18.1. The JRP-Coordinator can propose to suspend the whole or part of the JRP in the case that exceptional circumstances make the implementation of this JRP impossible or exclusively difficult. The JRP-Coordinator shall inform EURAMET in writing without delay of such circumstances, including full justification and information related to the event, as well as an estimation of the date when the work on the JRP will begin again.
- 18.2. EURAMET may suspend the whole or part of the project where it considers that the JRP-Consortium is not fulfilling its obligations according to this JRP-Contract. The JRP-Coordinator shall be informed without delay of the justification for such an event and the conditions necessary to reinstate the work again. The JRP-Coordinator shall inform the other JRP-Partners. This suspension takes effect 10 days after the receipt of the notification by the JRP-Coordinator.
- 18.3. During the period of suspension, no costs may be charged to the JRP for carrying out any part of the JRP that has been suspended.
- 18.4. The suspension of the whole or part of the JRP may be lifted once the parties to the JRP-Contract have agreed on the continuation of the JRP and, as appropriate, any necessary modification, including extension of the duration of the JRP, has been identified by means of a written amendment.

19. TERMINATION

- 19.1. This JRP-Contract may be terminated if exceptional circumstances make the implementation of this JRP impossible or excessively difficult. In the event of termination, the terminating party shall inform the others without delay giving full details of the cause.
- 19.2. The JRP-Contract may be terminated by EURAMET for the following reasons:
 - 19.2.1. In the event that the European Commission terminates the contractual relationship with EURAMET or insists on changes that no longer allows continuation of this JRP-Contract.
 - 19.2.2. In the event that EURAMET identifies or becomes aware of
 - a non-performance or delay, or
 - an infringement,
 EURAMET will give written notice to such JRP-Partner and inform the JRP-Coordinator requiring that such non-performance or delay be remedied within 30 calendar days, or such infringement be refuted or, if appropriate, corrected within 30 calendar days.

 If such non-performance or delay, or if such infringement is substantial and is not remedied, refuted or corrected within that period or is not capable of remedy, EURAMET may decide to declare the JRP-Partner to be a defaulting party and to

EMRP

decide on the consequences thereof which may include termination of its participation.

19.2.3. EURAMET may particularly terminate the JRP-Contract or the participation of a JRP-Partner in the following cases:

- a. where one or more of the legal entities identified in Clause 2 do not accede to this JRP-Contract or do not sign the JRP-Consortium Agreement.
- b. in case of non-performance or poor performance of the work or breach of any substantial obligation imposed by this JRP-Contract that is not remedied following a written request to the JRP-Consortium to rectify the situation within a period of 30 days;
- c. where the JRP-Partner has deliberately or through negligence committed an irregularity in the performance of any JRP-Contract with EURAMET;
- d. where the JRP-Partner has contravened fundamental ethical principles;
- e. where the required reports or deliverables are not submitted or EURAMET does not approve the reports or deliverables submitted;
- f. for major technical or economic reasons substantially adversely affecting the completion of the JRP;
- g. if the potential use of the Foreground IP diminishes to a considerable extent;
- h. where a legal, financial, organisational or technical change or change of control of a JRP-Partner calls into question the decision of EURAMET to accept its participation;
- i. where any such change identified in h. above or termination of the participation of the JRP-Partner(s) concerned substantially affects the implementation of the JRP, or the interests of EURAMET or the European Union, or calls into question the decision to grant the EURAMET financial contribution;
- j. in case of force majeure notified in conformity with Clause 15.4, where any reactivation of the JRP after suspension is impossible;
- k. where the conditions for participation in the JRP established by EURAMET or as amended by the call for proposals to which the JRP was submitted are no longer satisfied, unless EURAMET considers that the continuation of the JRP is essential to the implementation of the EMRP;
- l. where a JRP-Partner is found guilty of an offence involving its professional conduct by a judgment having the force of res judicata or if it is guilty of grave professional misconduct proven by any justified means;
- m. where further to the termination of the participation of one or more JRP-Partners, the JRP-Consortium does not propose to EURAMET an amendment to the JRP-Contract with the necessary modifications for the continuation of the JRP including the reallocation of task of the JRP-Partner whose participation is terminated within the time-limit determined by EURAMET, or where EURAMET does not accept the proposed modifications.
- n. where a JRP-Partner is declared bankrupt or is being wound up.

19.2.4. In case of termination by EURAMET, a termination letter shall be sent to the JRP-Partner whose participation shall be terminated (copy to the JRP-Coordinator) or to the JRP-Coordinator, if the JRP-Contract is terminated. In the termination letter EURAMET shall give the possibility to request redress within 15 days of reception of the letter.

19.3. The JRP-Contract may be terminated by the JRP-Consortium or by a JRP-Partner as follows:

EMRP

- 19.3.1. The JRP-Consortium may terminate this JRP-Contract in case of technical or economic reasons substantially affecting the JRP.
- 19.3.2. In case of termination by the JRP-Consortium or by a JRP-Partner, a formal written request shall be submitted by the JRP-Coordinator to EURAMET with reasons for the termination. EURAMET shall take a formal decision within one month effective from the date of the receipt of the request. The JRP-Coordinator is deemed to act on behalf of all JRP-Partners when signing a request, an acceptance or rejection letter concerning an amendment as well as when requesting a termination.
- 19.3.3. Requests for termination of the participation of one or more JRP-Partners shall include:
- The JRP-Consortium's proposal for reallocation of the tasks and budget of that JRP-Partner,
 - The reasons for requesting the termination,
 - The proposed date on which the termination shall take effect,
 - A letter containing the opinion of the JRP-Partner whose participation is requested to be terminated unless such letter is unobtainable, and
 - The reports and deliverables referred to in Clause 6, relating to the work carried out by this JRP-Partner up to the date on which the termination takes effect, together with a comment of the JRP-Coordinator on behalf of the JRP-Consortium on these reports and deliverables and a declaration on distribution of payments to this JRP-Partner.
- In the absence of receipt of such documents, the request shall not be considered as a valid request.
- 19.4. Where possible, termination shall take effect on the date agreed by the parties. Where there is no agreement, termination shall take effect on the date of EURAMET's approval.
- 19.5. In the event of termination of the participation of one or more JRP-Partner(s) or the EMRP Researcher Grant Beneficiary(ies), the JRP-Consortium shall have the obligation to continue carrying out the JRP by either replacing the defaulting JRP-Partner(s) or by redistributing the work amongst the remaining JRP-Partners.
- 19.6. In the event of termination of the JRP-Contract or of the participation of one or more JRP-Partner(s), the following shall apply:
- 19.6.1. Payments by EURAMET shall be limited to those eligible costs incurred and accepted up to the effective date of such termination and of any legitimate commitments taken prior to that date, which cannot be cancelled.
- 19.6.2. In the event that the total funding received exceeds the total eligible costs approved by EURAMET or the European Commission, the difference shall be reimbursed by the JRP-Partner concerned to EURAMET within 30 days of notification by the EMRP Programme Manager of the amount due.
- 19.6.3. Each JRP-Partner, or the JRP-Partner whose participation is terminated respectively, shall submit all required reports and deliverables. This includes issuing an interim report, recording work undertaken, results achieved, and resources used. Additionally, within 45 days of termination, this JRP-Partner shall provide appropriate financial statements and certificates on the financial statements (audit certificates) as would be generally required at the end of the JRP-Contract.
- 19.6.4. Where EURAMET makes a payment after the termination of the participation of a JRP-Partner or after termination of the JRP-Contract, this payment shall be considered as a final payment in relation to such JRP-Partner(s) or the JRP, respectively and in any case shall be done through the JRP-Coordinator.

19.6.5. In case of termination of the participation of one or more JRP-Partners, Annex Ia and Ib shall be amended.

19.6.6. Notwithstanding the termination of the JRP-Contract or the participation of one or more JRP-Partners, JRP-Partners leaving the JRP-Consortium shall be bound by the provisions of the JRP-Contract regarding the terms and conditions applicable to the termination of their participation.

20. AMENDMENTS AND CHANGES TO JRP-CONTRACT

20.1. Amendments to this JRP-Contract may be requested by any of the parties. Any request by the JRP-Consortium shall be submitted by the JRP-Coordinator. The JRP-Coordinator is deemed to act on behalf of all JRP-Partners when requesting or accepting an amendment. The JRP-Coordinator shall ensure that adequate proof of the JRP-Consortium's agreement to such a request exists and is made available in the event of an audit or upon request of EURAMET.

In case of change of the JRP-Coordinator, the request may be submitted by all other JRP-Partners or by one of them representing the others.

20.2. EURAMET shall undertake to approve or reject any request for an amendment within 45 days of its receipt. The absence of a response from EURAMET within 45 days of receipt of such a request, or any other period provided for in the JRP-Contract, shall not constitute approval of the request.

20.3. Further JRP-Partners may join the JRP and accede to this JRP-Contract if the benefit is deemed to be appropriate and necessary and the JRP-Consortium agrees. The application of a new party to this JRP-Contract shall be forwarded by the JRP-Coordinator to the EMRP Programme Manager in writing and shall include supporting documents and information describing the work to be performed by the new JRP-Partner and, if required, associated costs of the new JRP-Partner.

The new JRP-Partner shall submit Form B "Accession of a new JRP-Partner to the JRP-Contract" (Annex IV of this JRP-Contract) in three originals, duly signed by the specified party(ies).

If required, the new JRP-Partner shall submit the 'Statement on Double Funding' (Annex V of this JRP-Contract) as referred to in Clause 5.6 of this JRP-Contract, in three originals, duly signed by the specified party(ies).

The new JRP-Partner shall accede to the JRP-Consortium Agreement. Clauses 3.4 and 3.5 of this JRP-Contract shall apply mutatis mutandis.

Acceding parties shall assume the rights and obligations of JRP-Partners as established by the JRP-Contract with effect from the date of their accession to the JRP-Contract.

For new parties acceding to this JRP, this JRP-Contract shall come into force as from the date agreed by the parties of this JRP-Contract.

20.4. All amendments to the JRP-Contract shall be in writing. EURAMET shall notify all JRP-Partners of any amendments or changes, or accession of new JRP-Partners. Any amendments or changes to this JRP-Contract shall not be in conflict with the Decision and contractual obligations in respect thereof.

20.5. Where the JRP-Consortium is involved in the selection of EMRP Researcher Grant Beneficiaries, they shall act in accordance with the instructions issued by EURAMET.

20.6. The JRP-Partners agree to accept any further responsibilities based on compulsory requirements of the European Commission in EMRP matters, which may be integrated in this JRP-Contract later on.

21. COMMUNICATION OF DATA AND INFORMATION TO BE PROVIDED

21.1. JRP-Partners shall provide, at the request of EURAMET, the data necessary for:

- the continuous and systematic review of the EMRP;
- the evaluation and impact assessment of activities of the EMRP, including the use and dissemination of Foreground IP.

Such data may be requested throughout the duration of the JRP and up to 31 December 2022.

The data collected may be used by EURAMET in its own evaluations but will not be published other than on an anonymous basis.

Without prejudice to the provisions regarding protection of Foreground IP, and confidentiality, the JRP-Partners shall, where appropriate, during the JRP and for two years following its end, inform the European Commission and the European standardisation bodies about Foreground IP which may contribute to the preparation of European or international standards.

21.2. The JRP-Partners shall make available any useful information in its possession on Foreground IP requested by EURAMET or the European Commission, provided that the following cumulative conditions are met:

- the JRP-Partners have not provided sound and sufficient reasons for withholding the information concerned;
- the applicable European Community and European Union law on classified information does not prohibit such action.

22. COMPETITIVE STAGE 3 CALLS

22.1. When launching a Call for proposals for EMRP Researcher Excellence Grants and EMRP Researcher Mobility Grants, the JRP-Consortium shall identify and propose to EURAMET the participation of new EMRP Researcher Grant Beneficiaries following a competitive call in accordance with the provisions of the Decision and this Clause.

22.2. The JRP-Consortium shall publish the call for proposals in at least one international journal and in national newspapers in three participating States. It shall also be responsible for advertising the call widely using specific information support, particularly on Internet sites on the Seventh Framework Programme, in the specialised press and brochures, and through the national contact points set up by Member States and countries associated to the Seventh Framework Programme. In addition, the publication and advertising of the call for proposals shall conform to any instructions and guidance notes established by EURAMET. The JRP-Consortium shall inform EURAMET of the call and its content at least 30 days prior to its expected date of publication. EURAMET shall examine the conformity of the call with relevant rules, instructions and guidance notes.

22.3. The call for proposals shall remain open for at least five weeks.

22.4. The JRP-Consortium shall evaluate the proposals received with the assistance of at least two independent experts appointed by it on the basis of the Rules for Participation in the Seventh Framework Programme.

22.5. The JRP-Consortium shall propose to EURAMET to award the grant to an EMRP Researcher Grant Beneficiary and report on the administration of the call for proposals, including the manner of publication and the names and affiliation of the experts involved in the evaluation. Within 45 days of the receipt of this proposal, EURAMET shall either award the grant or refuse it if the selection was not in conformity with relevant rules, instructions and guidance notes.

23. MISCELLANEOUS PROVISIONS

- 23.1. This JRP-Contract shall be construed according to and governed by German law.
- 23.2. The JRP-Contract together with its Annexes, constitute the entire agreement between the parties in respect of the JRP.
- 23.3. Any provisions of this part of the JRP-Contract shall take precedence over the provisions of the JRP-Consortium Agreement and of any of its Appendices.
- 23.4. No rights or obligations of the JRP-Partners arising from this JRP-Contract may be assigned or transferred, in whole or in part, to any third party without the other JRP-Partners' prior formal approval.
- 23.5. EURAMET and the JRP-Consortium may agree by mutual consensus in writing that EURAMET executes all or part of the EMRP Researcher Grant Call process on behalf of the JRP-Consortium.
- 23.6. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision shall not affect the remainder of these provisions. These provisions shall be deemed amended to the extent necessary to make these provisions enforceable, valid and, to the maximum extent possible with applicable law, consistent with the original intentions of the parties. The remaining terms and provisions shall remain in full force and effect.

SIGNATURES:

This JRP-Contract is done in 2 (two) originals in English.

For EURAMET

For the JRP-Coordinator

Physikalisch-Technische Bundesanstalt (PTB)

Name of legal entity

Kamal Hossain

Name of authorised representative

Name of authorised representative

EURAMET Chairperson

Function of authorised representative

Function of authorised representative

Signature of authorised representative

Signature of authorised representative

Place & Date

Place & Date

Franz Ahlers

Name of JRP-Coordinator – responsible individual

Function of JRP-Coordinator – responsible individual

Signature of JRP-Coordinator – responsible individual

JRP-Participant no.	7
Organisation	SMU
Country	Slovakia
Type of JRP participation:	
Type	Partner - Funded
% JRP funding rate	42.8%
O'hd methodology	Actual indirect
Overhead rate / % :	
Labour	150%
Other eligible	0%
Person-month rate (1 month = 21.75 days) / € :	
Without overhead	2 600.00
With overhead	6 500.00

SIB51 GraphOhm Participant no.7: SMU, Slovakia											
Year	Labour		Non-labour costs / €						Overhead / €	Total eligible costs / €	EURAMET contribution / €
	/ months	/ €	T&S	Equipment	Consumables	Other	Subcontracts	Third Party			
Period 1	7.0	18 200.00	2 000.00						27 300.00	47 500.00	20 330.00
Period 2	5.0	13 000.00	2 000.00				600.00		19 500.00	35 100.00	15 022.80
Total	12.0	31 200.00	4 000.00				600.00		46 800.00	82 600.00	35 352.80

Annex II of the JRP-Contract

In reference to Clauses 5.5 and 6.10 of the JRP-Contract, this Annex lays down the financial provisions (Part A) concerning the implementation of the JRP and this JRP-Contract and audit requirements for the Financial Audit reports (Part B) which shall be followed under the JRP-Contract.

The following provisions reflect the financial provisions and financial audit requirements of the Model Grant Agreement and its Annexes adopted by the European Commission.

PART A – FINANCIAL PROVISIONS

Part A of this Annex reflects the financial provisions of the FP7 Model Grant Agreement, by following the structure and provisions and are only adjusted to the extent to which the conditions be applicable directly to EURAMET and the JRP-Partners.

Financial Guidelines will be issued by EURAMET providing further explanation and clarification of the provisions laid down below.

II.14. Eligible costs of the JRP

1. Costs incurred for the implementation of the JRP shall meet the following conditions in order to be considered eligible:
 - a) they must be actual;
 - b) they must be incurred by the JRP-Partner;
 - c) they must be incurred during the duration of the JRP, with the exception of costs incurred in relation to final reports and reports corresponding to the last period as well as Financial Audit reports when requested at the last period and final reviews if applicable, which may be incurred during the period of up to 60 days after the end of the project or the date of termination whichever is earlier;
 - d) they must be determined in accordance with the usual accounting and management principles and practices of the JRP-Partner. The accounting procedures used in the recording of costs and receipts shall respect the accounting rules of the State in which the JRP-Partner is established. The JRP-Partner's internal accounting and auditing procedures must permit direct reconciliation of the costs and receipts declared in respect of the JRP with the corresponding financial statements and supporting documents;
 - e) they must be used for the sole purpose of achieving the objectives of the JRP and its expected results, in a manner consistent with the principles of economy, efficiency and effectiveness;
 - f) they must be recorded in the accounts of the JRP-Partner; in the case of any contribution from third parties, they must be recorded in the accounts of the third parties;
 - g) they must be indicated in the estimated overall budget in Annex Ib.

Notwithstanding point a), JRP-Partners may opt to declare average personnel costs if it is the normal practice and established in the accounting processes of the organisation, EURAMET will also accept a certified methodology approved by the European Commission. Average personnel costs charged to this JRP-Contract by a JRP-Partner are deemed not to significantly differ from actual personnel costs.

EMRP

Productive hours and hourly rates shall be calculated in accordance with the *Financial Guidelines* issued by EURAMET.

2. Costs incurred by third parties in relation to resources they make available free of charge to a JRP-Partner, can be declared by the JRP-Partner provided they meet the conditions established in paragraphs 1 and 3, mutatis mutandis and are claimed in conformity with Article II.17 below.
3. The following costs shall be considered as non-eligible and may not be charged to the JRP:
 - a) identifiable indirect taxes including value added tax,
 - b) duties,
 - c) interest owed,
 - d) provisions for possible future losses or charges,
 - e) exchange losses, cost related to return on capital,
 - f) costs declared or incurred, or reimbursed in respect of another project of the Union, including those funded by EURAMET,
 - g) debt and debt service charges, excessive or reckless expenditure,
 - h) EMRP National Cash Contribution.

II.15. Identification of direct and indirect costs

1. Direct costs are all those eligible costs which can be attributed directly to the JRP and are identified by the JRP-Partner as such, in accordance with its accounting principles and its usual internal rules.

With regard to personnel costs, only the costs of the actual hours worked by the persons directly carrying out work under the JRP may be charged. Such persons must:

- be directly hired by the JRP-Partner in accordance with its national legislation,
- work under the sole technical supervision and responsibility of the latter, and
- be remunerated in accordance with the normal practices of the JRP-Partner.

Costs related to parental leave for persons who are directly carrying out the JRP are eligible costs, in proportion to the time dedicated to the JRP, provided that they are mandatory under national law.

Only the hours worked on the JRP can be charged. Working time to be charged must be recorded throughout the duration of the JRP by timesheets, adequately supported by evidence of their reality and reliability. The complete time recording system should enable reconciliation of total hours in cases where personnel work on several projects during the same period or activities, including annual leave, sick leave, administration etc.

2. Indirect costs are all those eligible costs which cannot be identified by the JRP-Partner as being directly attributed to the JRP but which can be identified and justified by its accounting system as being incurred in direct relationship with the eligible direct costs attributed to the JRP. They may not include any eligible direct costs.

Indirect costs shall represent a fair apportionment of the overall overheads of the organisation. They may be identified according to one of the following methods:

- a) Based on actual indirect costs for those JRP-Partners which have an analytical accounting system to identify their indirect costs as indicated above.

EMRP

For this purpose, a JRP-Partner is allowed to use a simplified method of calculation of its full indirect eligible costs at the level of its legal entity if this is in accordance with its usual accounting and management principles and practices. Use of such a method is only acceptable where the lack of analytical accounting or the legal requirement to use a form of cash-based accounting prevents detailed cost allocation. The simplified approach must be based on actual costs derived from the financial accounts of the last closed accounting year.

- b) A JRP-Partner may opt for a fiat rate of 20% of its total direct eligible costs, excluding its direct eligible costs for subcontracting and the costs of resources made available by third parties which are not used on the premises of the JRP-Partner.
 - c) Non-profit public bodies, secondary and higher education establishments, research organisations and SMEs, which, due to the lack of analytical accounting, are unable to identify with certainty their real indirect costs for the JRP, when participating in funding schemes which include research and technological development and demonstration activities may opt for a flat-rate of 60% of the total direct eligible costs excluding its direct eligible costs for subcontracting and the costs of resources made available by third parties which are not used on the premises of the JRP-Partner. This fiat rate shall be applied for the whole duration of the project, even if these JRP-Partners change their status during the life of the project.
3. The JRP-Partner shall apply the option chosen in all grant agreements under the Seventh Framework Programme and in all JRP-Contracts.

However, any JRP-Partner that has opted for the possibilities described in paragraphs 2b) and 2c) for reimbursement of its indirect costs in a previous JRP-Contract or grant agreement funded under the Seventh Framework Programme may opt in this JRP-Contract for one of the methods described in paragraph 2a). However, it must then use that method in subsequent JRP-Contracts and grant agreements established under the Seventh Framework Programme.

II.16. Upper funding limits

Not applicable

II.17. Receipts of the JRP

Receipts of the JRP may arise from:

- a) Resources made available by third parties to the JRP-Partner by means of financial transfers or contributions in kind which are free of charge:
 - i. shall be considered a receipt of the JRP if they have been contributed by the third party specifically to be used on the JRP;
 - ii. shall not be considered a receipt of the JRP if their use is at the discretion of the JRP-Partner's management.
- b) income generated by the JRP:
 - i. shall be considered a receipt for the JRP-Partner when generated by actions undertaken in carrying out the JRP and from the sale of assets purchased under the JRP-Contract up to the value of the cost initially charged to the JRP by the JRP-Partner;
 - ii. shall not be considered a receipt for the JRP-Partner when generated from the use of foreground resulting from the JRP.

II.18. The EURAMET financial contribution

1. *Not applicable*
2. The EURAMET financial contribution shall be calculated by reference to the cost of the JRP as a whole and its reimbursement shall be based on the accepted costs of each JRP-Partner.
3. The EURAMET financial contribution cannot give rise to any profit for any JRP-Partner. For this purpose, at the time of the submission of the last financial statement, the final amount of the EURAMET financial contribution will take into account any receipts of the JRP received by each JRP-Partner. For each JRP-Partner, the EURAMET financial contribution cannot exceed the eligible costs minus the receipts for the JRP.
4. The total amount of payments by EURAMET shall not exceed in any circumstances the maximum amount of the EURAMET financial contribution referred to in Clause 5.
5. Without prejudice to the right to terminate the JRP-Contract under Clause 19, and without prejudice to the right of EURAMET to apply the penalties referred to in Clause 11 if the JRP is not implemented or is implemented poorly, partially or late, EURAMET may reduce the funding initially provided for in line with the actual implementation of the JRP on the terms laid down in this JRP-Contract.

II.19. Interest yielded by pre-financing provided by EURAMET

Not applicable

PART B – AUDIT REQUIREMENTS FOR FINANCIAL AUDIT REPORTS

Part B of this Annex lays down the general audit requirements for the Financial Audit reports under the JRP-Contract. The audit requirements for Financial Audit outlined below are based on the FP7 legal and guidance documents published by the European Commission and are only adjusted to the extent to which the conditions be applicable directly to EURAMET and the JRP-Partners.

Financial Audit Guidelines will be issued by EURAMET providing further details, explanation and clarification of the provisions laid down below.

I. Preface

Approval of costs claimed by JRP-Partners during the lifetime of the JRP shall be subject to Financial Audit.

The submission of a Financial Audit report does not waive the right of EURAMET or the European Commission or the European Court of Auditors to carry out their own audits (Clause 10 of the JRP-Contract).

Notwithstanding the procedures to be carried out, the JRP-Partner shall remain at all times responsible and accountable for the accuracy of the Financial Statements. A JRP-Partner that has been guilty of making false declarations or has been found to have seriously failed to meet its obligations under the JRP-Contract shall be liable to financial penalties according to Clause 11.5 of the JRP-Contract.

The Auditor has a contractual relationship solely with the JRP-Partner. The Auditor does not have a contractual relationship with EURAMET and EURAMET will not intervene in any dispute between the Auditor and the JRP-Partner.

II. Auditors

Financial Audit reports shall be prepared and certified by an external Auditor and shall be established in accordance with procedures specified by EURAMET.

The Financial Audit of each JRP-Partner shall be carried out by competent external Auditors who meet the FP7 requirements (i.e. fully independent and sufficiently qualified to perform the related procedures). Each JRP-Partner shall be free to choose any qualified external Auditor, including its usual external Auditor, provided that the cumulative following requirements are met:

- the external Auditor must be **independent** from the JRP-Partner;
- the external Auditor must be **qualified** to carry out statutory audits of accounting documents in accordance with national legislation implementing the 8th Council Directive on statutory audits of annual accounts and consolidated accounts¹ or any European Union legislation replacing this Directive. JRP-Partners established in third countries shall comply with national regulations in the same field.

Public bodies, secondary and higher education establishments and research organisations may opt for a competent public officer to provide their Financial Audit report, provided that the relevant national authorities have established the legal capacity of that competent public officer to audit that entity and that the independence of that officer, in particular regarding the preparation of the financial statements, can be ensured.

¹ Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts, amending Council Directives 78/660/EEC and 83/349/EEC and repealing Council Directive 84/253/EEC.

EMRP

Where a public body opts to use a competent public officer, the Auditor's independence is in principle defined as independence from the JRP-Partner "in fact and/or in appearance". A preliminary condition is that this competent public officer was not involved in any way in drawing up the Financial Statements (Form C) and that she/he is not hierarchically dependent from the officer responsible for the Financial Statements. Relevant national authorities must establish the legal capacity of the competent public officer to carry out audits of that specific public body.

Financial Audit reports by external Auditors shall not affect the liability of JRP-Partners nor the rights of EURAMET arising from this JRP-Contract.

The services provided by the external Auditors to the JRP-Partners shall be subject to the requirements of best value for money and, except for a public officer, shall follow the requirements related to subcontracts in the framework of the JRP-Contract (Clause 16 of the JRP-Contract).

JRP-Partners shall ensure the rights of EURAMET, the European Commission and the Court of Auditors to carry out audits are extended to the Auditors.

III. Submission and Format of Financial Audit reports

Financial Audit reports shall be submitted by each JRP-Partner to EURAMET after the costs are incurred and claimed. All costs in all JRPs shall be subject to 100 % financial audit.

The JRP-Partner shall be responsible for providing all the underlying documentation that the Auditor needs in order to complete its report, including payroll and accounting information, invoices, etc.

Overview

The periodicity of the submission of Financial Audit reports shall in principle be as follows:

- | | |
|---|--|
| 1. Requested at the end of reporting period RP1 | → Financial Audit report to be submitted |
| 2. Requested at the end of reporting period RP2
(end of JRP) | → Financial Audit report to be submitted |

Exception:

- | | |
|--|---|
| Lifetime requested financial contribution
(cumulative) less than EUR 50 000 | → No interim Financial Audit report to be submitted at
the end of RP1, but only at the end of the JRP
(see details below) |
|--|---|

The Financial Audit report shall follow the **format**² specified by EURAMET and the external Auditor shall perform the **procedures** specified in the *Financial Audit Guidelines* issued by EURAMET.

The **language** of the Financial Audit report shall be English or a translation in to English shall be provided.

² See JRP Reporting Guidelines.

EMRP

Submission of Financial Audit report before the threshold of EUR 50 000 is reached

A Financial Audit report at the end of reporting period RP1 is not required by the JRP-Contract when the lifetime budgeted EURAMET financial contribution is less than EUR 50 000. However, the JRP-Partner may opt to submit a Financial Audit report voluntarily at the end of RP1.

In the case the JRP-Partner decides to submit a Financial Audit report voluntarily at the end of RP1, the costs of this Financial Audit report shall be considered eligible.

IV. Acceptance / Rejection of the Financial Audit report by EURAMET

Following submission of Financial Audit reports, EURAMET shall accept or reject the financial documents in accordance with Clauses 6.8 and 6.9 of the JRP-Contract.

V. Reimbursement of the costs of the Financial Audit reports

The cost of the Financial Audit report shall be an eligible cost in the JRP-Contract for which the Financial Audit report is submitted.

Costs of the Financial Audit report submitted at the end of RP1 when the threshold is not reached by a JRP-Partner in a given JRP will be eligible even though not required by the JRP-Contract.