

**EUROPEAN METROLOGY PROGRAMME FOR
INNOVATION AND RESEARCH (EMPIR)
RESEARCHER MOBILITY GRANT (RMG) CONTRACT
NUMBER: 15SIB02-RMG4 InK 2**

PARTIES:

1. EURAMET e.V., Bundesallee 100, 38116 Braunschweig, Germany,
- Hereinafter referred to as EURAMET -
2. Slovenský Metrologický Ústav (SMU), Karloveská 63, SK-842 55 Bratislava 4, Slovakia,
- Hereinafter referred to as Employing Organisation -
3. Conservatoire national des arts et métiers (CNAM), 292 rue Saint-Martin, FR-75141 Paris Cédex 03, France,
- Hereinafter referred to as Guestworking Organisation –
4. Peter Pavlasek, Slovenský Metrologický Ústav (SMU), Karloveská 63, SK-842 55 Bratislava 4, Slovakia,
- Hereinafter referred to as RMG-Researcher -

PREAMBLE

EURAMET which was established in 2007 under German law as a non-profit association, is the dedicated implementation structure of the European Metrology Programme for Research and Innovation (EMPIR). 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 EMPIR, which is 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 2014/555 of the European Parliament and of the Council of 15th May 2014 on the participation of the Union in a European Metrology Programme for Innovation and Research jointly undertaken by several Member States (hereinafter the "Decision").

This EMPIR Researcher Mobility Grant was awarded in accordance with the EURAMET process to complement the EMPIR project **15SIB02 'Implementing the new kelvin 2 (InK 2)'** in order to develop the capacities of individuals in metrology through mobility.

The Parties have agreed on the following terms and conditions, including the following Annexes in its relevant versions:

Annex 1 – Research Schedule related to the EMPIR Researcher Mobility Grant (RMG)

Annex 2 – Payment Schedule related to the EMPIR Researcher Mobility Grant (RMG)

1. DEFINITIONS

- 1.1. **“Employing Organisation”** means the organisation of which the EMPIR RMG-Researcher is a staff member/employee.
- 1.2. **“EMPIR RMG Researcher”** means the eligible individual researcher who performs the work supported by the respective EMPIR Researcher Mobility Grant.
- 1.3. **“EMPIR Researcher Mobility Grant”** means the scheme funded by EMPIR complementing the associated EMPIR project. The aim of the scheme is to increase participation and diversify capacities in metrology, and prepare the next generation of researchers to continue collaborations. The funding for the EMPIR Researcher Mobility Grant scheme originates from national financial contributions of EMPIR participating states and is allocated directly from EURAMET. This funding does not form part of the associated EMPIR Project.
- 1.4. **“EMPIR Researcher Mobility Grant Beneficiary(ies)”** means the individual and/or organisation(s) employing or hosting the individual researcher which receive, or may become eligible to receive funding from the EMPIR Researcher Mobility Grant scheme.
- 1.5. **“Guestworking Organisation”** means the organisation hosting the RMG-Researcher for the period of the EMPIR Researcher Mobility Grant.
- 1.6. **“Secondment Agreement”** means the agreement between the Employing Organisation and the Guestworking Organisation for the purpose of the EMPIR Researcher Mobility Grant.

2. SUBJECT OF CONTRACT

- 2.1. EURAMET has decided to grant funds for the implementation of the EMPIR Researcher Mobility Grant (in the following “EMPIR Researcher Mobility Grant”) under the conditions laid down in this EMPIR Researcher Mobility Grant Contract (hereinafter the “Contract”).

The EMPIR Researcher Mobility Grant is awarded on the understanding that the Employing Organisation, the Guestworking Organisation and the RMG-Researcher, in agreement with the Consortium, agree to accept the regulations and conditions relating to the EMPIR Researcher Mobility Grant and any amendments issued during the course of award.
- 2.2. The purpose of this Contract is to lay down the conditions for implementing the research activities under this EMPIR Researcher Mobility Grant and to define the respective roles and responsibilities of EURAMET, the RMG-Researcher, the Guestworking Organisation and the Employing Organisation under the awarded EMPIR Researcher Mobility Grant.
- 2.3. The RMG-Researcher shall not be considered as an employee of EURAMET and shall carry out the research activities under this EMPIR Researcher Mobility Grant at the location of the Guestworking Organisation.

3. ENTRY INTO FORCE AND DURATION OF CONTRACT

- 3.1. This Contract shall enter into force after signature of the parties with effect from **01 February 2019** (start date of the EMPIR Researcher Mobility Grant).

- 3.2. The duration of the EMPIR Researcher Mobility Grant shall be **4 months** starting from the start date of the EMPIR Researcher Mobility Grant and ending without requiring any further notice.

4. FUNDING PROVISIONS

4.1. Payments

- 4.1.1. The maximum EMPIR Mobility Grant Award to this EMPIR Researcher Mobility Grant shall be **EUR 10,492.00** (Ten thousand, Four hundred Ninety-Two Euros). The actual EMPIR Mobility Grant Award to this EMPIR Researcher Mobility Grant shall be calculated in accordance with the provisions of this Contract.

- 4.1.2. Details of the EMPIR Mobility Grant Award to this EMPIR Researcher Mobility Grant are contained in Annex 2 to this Contract (Payment Schedule), which includes a table of the estimated breakdown of the EMPIR Mobility Grant Award to this EMPIR Researcher Mobility Grant.

- 4.1.3. The EMPIR Mobility Grant Award consists of the following as set out in the Payment Schedule (Annex 2 of this Contract):

- a) Living Allowance,
- b) Family Allowance (if applicable),
- c) Travel Allowance,
- d) Development Allowance (if applicable)

- 4.1.4. EURAMET shall distribute the EMPIR Mobility Grant Award based on written requests in accordance with the Payment Schedule (Annex 2 to this Contract).

The Payment Request may be made in advance and shall be in the form specified by EURAMET, indicating the amount for the claim in Euro and the time-period it relates to.

The allowances under a) to c) shall be administered by the Employing Organisation and shall be paid directly to the RMG-Researcher by the Employing Organisation subject to any compulsory deductions under national legislation, if applicable.

The Development Allowance shall be held by the Employing Organisation and distributed at the direction of the RMG-Researcher to pay for expenses arising from the participation of the RMG-Researcher in the development activities described in the Research Schedule (Annex 1 of this Contract).

- 4.1.5. Payments shall be made in Euro. Each party shall bear its own costs of their bank charges.

Payments made by EURAMET shall be deemed to be effected on the date when they are debited from EURAMET's account.

The EMPIR Mobility Grant Award cannot give rise to any profit for the EMPIR Researcher Mobility Grant Beneficiary(ies).

4.2. Recovery, Repay and Sanctions

- 4.2.1. EURAMET shall have the right to suspend, refuse, or reclaim any payment at any time, in whole or in part:

- if the EMPIR Researcher Mobility Grant Beneficiary(ies) is found or presumed to have infringed the provisions of this Contract.

- in the event of non-performance or delay of the EMPIR Researcher Mobility Grant Beneficiary's(ies') obligations under this Contract, in particular:
 - if one or more of the reports or appropriate deliverables have not been supplied, or are inadequate, or are not complete, or
 - if some clarification or additional information is needed, or
 - if an EMPIR Researcher Mobility Grant Beneficiary has not replied to instructions and requests from EURAMET in a timely manner.
- 4.2.2. If any amount is unduly paid by EURAMET to the EMPIR Researcher Mobility Grant Beneficiary(ies) or if recovery is justified under the terms of this Contract, the EMPIR Researcher Mobility Grant Beneficiary(ies) undertake to repay EURAMET the amounts in question on whatever terms and by whatever date EURAMET may specify in a recovery order.
- 4.2.3. Sums owed to EURAMET may be recovered by offsetting them against any sums it owes to the EMPIR Researcher Mobility Grant Beneficiary(ies), after informing the latter accordingly. The EMPIR Researcher Mobility Grant Beneficiary's(ies') prior consent shall not be required.

5. RESPONSIBILITIES

5.1. EMPIR Researcher Grant Beneficiaries

- 5.1.1. The Employing Organisation and the Guestworking Organisation together with the RMG-Researcher form the EMPIR Researcher Mobility Grant Beneficiaries.
- 5.1.2. The EMPIR Researcher Mobility Grant Beneficiaries shall:
 - a). conclude a Secondment Agreement for the purpose of this EMPIR Researcher Mobility Grant. The specific Secondment Agreement shall determine, in accordance with the Contract, the conditions for implementing the RMG-Researcher's research activities and the respective rights and obligations of the Employing Organisation and the Guestworking Organisation under the EMPIR Researcher Mobility Grant.
 - b) ensure that any agreement or contract related to this EMPIR Researcher Mobility Grant is in accordance with this Contract.
 - c) acknowledge the support of EURAMET under the EMPIR Researcher Mobility Grant in any related publications or other media and provide an electronic copy of papers accepted for publication for inclusion in the EURAMET Open Access Repository.
 - d) provide reasonable assistance to the RMG-Researcher in all administrative procedures necessary for the EMPIR Researcher Mobility Grant, such as visas and work permits required by the relevant authorities of the country of the Guestworking Organisation.
 - e) inform EURAMET in due time of:
 - names, contact, legal and financial details (such as legal name, address of its legal representatives, legal financial and organisational situation, as well as any changes to that information;
 - any event which might affect the implementation of the EMPIR Researcher Mobility Grant and of any requirements of the Contract, including:

- any modification relating to the information having served as a basis for the selection of the RMG-Researcher;
- any circumstances likely to have an effect on the performance of this Contract, such as a pregnancy or a sickness that may directly affect the implementation of this Contract, in particular its duration, its financial implications and the legal and contractual obligations of the EMPIR Researcher Mobility Grant Beneficiary(ies) during this period;
- any change to the contracted hours of the RMG-Researcher;
- any circumstance affecting the Contract, especially if any eligibility criteria cease(s) to be met during the duration of the EMPIR Researcher Mobility Grant.
- f) ensure delivery of research activities and contractual obligations by the RMG-Researcher and take measures to ensure that the RMG-Researcher completes the reports and deliverables.
- g) take all necessary steps to avoid commitments that are incompatible with the obligations provided for in this Contract and to inform EURAMET of any unavoidable obligations which may arise during the duration of the Contract which may have implications for any of its obligations under the Contract.
- h) carry out the EMPIR Researcher Mobility Grant in accordance with fundamental ethical principles.
- i) comply with the provisions of the EMPIR Consortium Agreement of the associated EMPIR project concerning Confidentiality, Publications, Background Access Rights, Intellectual Property Rights and Liability, as far as the provisions are applicable to them. The EMPIR Consortium Agreement will be provided to them by the Coordinator of the associated EMPIR project. If deemed necessary the EMPIR Researcher Mobility Grant Beneficiaries will conclude additional agreements to ensure that the provisions of the EMPIR Consortium Agreement are properly taken into account.

5.2. The Employing Organisation shall:

- a) administer the funds (EMPIR Mobility Grant Award) for which it is responsible and shall ensure that all the appropriate payments are made to the RMG-Researcher without unjustified delay and in accordance with the Payment Schedule (Annex 2 of the Contract).
- b) when required, confirm EURAMET that all payments allocated to the RMG-Researcher are executed in accordance with the Payment Schedule (Annex 2 to this Contract).
- c) monitor the compliance of the RMG-Researcher with his/her Research Activities laid down in the Research Schedule (Annex 1 to this Contract).
- d) ensure that the RMG-Researcher remains employed by the Employing Organisation during the EMPIR Researcher Mobility Grant (i.e. the Employing Organisation remains responsible for the RMG-Researcher, and continues to pay his/her salary during the EMPIR Researcher Mobility Grant), and will, following the end of the EMPIR Researcher Mobility Grant return to the Employing Organisation.

5.3. The Guestworking Organisation shall:

- a) host the RMG-Researcher for the period of the EMPIR Researcher Mobility Grant.
- b) ensure that the RMG-Researcher works under the EMPIR Researcher Mobility Grant of the associated EMPIR project for the time specified in this Contract.

- c) advise the RMG-Researcher of all relevant conditions of service (including, without limitations, health and safety requirements, and security procedures).
- d) provide the RMG-Researcher with all reasonable direction, support and, where necessary, supervision.
- e) ensure that the RMG-Researcher enjoys, at any place of the implementation of the Research Activities, the same standards of safety and occupational health as those awarded to local researchers holding a similar position.
- f) provide to the RMG-Researcher, throughout the duration of the Contract, the means, including the infrastructure, equipment and products, for implementing the EMPIR Researcher Mobility Grant.
- g) ensure that the RMG-Researcher has the necessary rights of access to premises, documents and data, to carry out the Research Activities.
- h) ensure that the RMG-Researcher will be trained under the EMPIR Researcher Mobility Grant for the time specified in the Research Schedule (Annex 1 to this Contract).

6. REPORTING

- 6.1.** The EMPIR Researcher Mobility Grant Beneficiaries shall be responsible for reporting to EURAMET.

The RMG-Researcher shall provide the necessary information on the progress of his/her Research Activities to the Coordinator in accordance with the Research Schedule (Annex 1 of this Contract).

The RMG-Researcher shall ensure the accuracy of information or materials he/she supplies hereunder and promptly to correct any errors herein, and reply to instructions and requests from EURAMET and/or the Coordinator in a timely manner.

- 6.2.** Reporting shall be submitted on the due dates in compliance with the EMPIR Reporting Guidelines issued by EURAMET setting out the structure, the content and the format. The relevant version of the EMPIR Reporting Guidelines shall be the version current at the relevant reporting period.

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

When evaluating the required reports and deliverables, EURAMET shall take into account the recommendations of the Coordinator, when approving or rejecting the reports.

- 6.3.** Additional reports may be required to enable proper management of the EMPIR Researcher Mobility Grant or to provide statistical or other information required by EURAMET or the European Commission. Such reports will be specified in the EMPIR Reporting Guidelines.

7. COMMUNICATION

- 7.1.** This 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.
- 7.2.** Any communication or request concerning this Contract shall identify the Contract acronym and number, the nature and details of the request or communication and be submitted in writing to the following addresses:

EURAMET:

EURAMET Management Support Unit (MSU)
Hampton Road, Teddington,
Middlesex, TW11 0LW, UK
Phone: +44 (0)20 8943 6666
Email: msu@npl.co.uk

Employing Organisation:

Peter Pavlasek/ Tomas Petak
Slovenský Metrologický Ústav (SMU)
Karloveska 63, 842 55, Bratislava, Slovakia
Phone: +421 948 495 747
Email: pavlasek@smu.gov.sk ; petak@smu.gov.sk

Guestworking Organisation:

Aminata Zerbo
Conservatoire national des arts et métiers (CNAM)
61, rue du Landy, 93210 LA PLAINE-SAINT-DENIS, France
Phone: +33 1 40 27 27 73
Email: aminata.zerbo@lecnam.net; secretariat.lcm@cnam.fr

8. PROCESSING OF PERSONAL DATA AND PUBLICATION OF INFORMATION

- 8.1. All personal data contained in the 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.
- 8.2. EURAMET may use, register and handle relevant personal data of the EMPIR Researcher Mobility Grant Beneficiaries for information and communication purposes. The EMPIR Researcher Mobility Grant Beneficiaries 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.
- 8.3. The EMPIR Researcher Mobility Grant Beneficiaries authorise EURAMET to publish required data and information related to the EMPIR Researcher Mobility Grant in any form and medium, including via the Internet, which are:
 - the name and identification of the EMPIR Researcher Mobility Grant;
 - the name, title and contact address of the EMPIR Researcher Mobility Grant Beneficiary(ies);
 - the amount and total cost of the EMPIR Mobility Grant Award.

Upon a duly substantiated request by an EMPIR Researcher Mobility Grant Beneficiary, EURAMET may agree to forego such publicity if disclosure of the information indicated above would risk compromising the EMPIR Researcher Mobility Grant Beneficiary's security, academic or commercial interests.

9. LIABILITY

The EMPIR Researcher Mobility Grant Beneficiary(ies) shall assume sole liability towards third parties and between themselves, including for damage of any kind sustained by them while this EMPIR Researcher Mobility Grant 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 relating to any damage caused during the execution of the EMPIR Researcher Mobility Grant. Consequently, EURAMET will not entertain any request for indemnity or reimbursement accompanying any such claim. The EMPIR Researcher Mobility Grant Beneficiary(ies) shall indemnify EURAMET accordingly.

10. CHECKS AND AUDITS

- 10.1.** EURAMET may initiate, arrange, and undertake technical audits to be carried out on an EMPIR Researcher Mobility Grant at any time during the implementation of the EMPIR Researcher Mobility Grant and up to five years after its termination.

Financial audits may be initiated, arranged, and undertaken on an EMPIR Researcher Mobility Grant by EURAMET if this is deemed necessary.

- 10.2.** The EMPIR Researcher Mobility Grant Beneficiary(ies) shall, if requested, provide EURAMET directly with all information requested and needed in order to conduct such audits in the framework of controls and audits, as well as ensure the appropriate right of access to its premises.

11. AMENDMENTS AND TERMINATION

- 11.1.** Amendments to this Contract may be requested by any of the parties. Any modification, alteration, change or variation of any term or condition of this Contract shall be in writing.

- 11.2.** This Contract shall terminate by expiration of the duration indicated in Clause 3.2 of this Contract without any explicit cancellation required.

In addition, this Contract may be terminated under, but not limited to, the following circumstances:

- Due to non-performance or poor performance of the EMPIR Researcher Mobility Grant Beneficiary(ies), in respect to the obligations under this Contract;
- If the required EURAMET financial contribution is not available;
- If the RMG-Researcher is no longer in a position to continue working under the EMPIR Researcher Mobility Grant for any reason;
- If the RMG-Researcher has made false declarations for which he/she may be held responsible, or has deliberately withheld material information in order to obtain the EMPIR Mobility Grant Award or any other advantage provided for by this Contract;
- If other important reasons give cause for serious concern.

- 11.3.** In the event that an EMPIR Researcher Mobility Grant Beneficiary is in default of any obligation, EURAMET may notify in writing the EMPIR Researcher Mobility Grant Beneficiaries:

- describing the default;
- stipulating thirty (30) days to remedy the default; and

- warning of termination of this Contract if the default is not remedied within the stipulated timeframe.

In the event that the defaulting EMPIR Researcher Mobility Grant Beneficiary fails to remedy the default within the stipulated timeframe, EURAMET may terminate this Contract.

- 11.4. The EMPIR Researcher Mobility Grant Beneficiaries agree to accept any further responsibilities based on compulsory requirements in EMPIR matters, which may be integrated in this Contract later on.

12. SETTLEMENT OF DISPUTES

Any dispute under this 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 EMPIR Committee for binding arbitration. The Arbitration Tribunal shall consist in total of three members of the EMPIR Committee with equal rights. The members of the Arbitration Tribunal shall not be drawn from the countries of the EMPIR Researcher Mobility Grant Beneficiary(ies) in dispute unless it is unavoidable. In general, the Arbitration Tribunal shall be chaired by the EMPIR Chair or the deputy EMPIR Chair. The person chairing the Arbitration Tribunal shall appoint its members. The outcome of the arbitration shall be final and binding upon the EMPIR Researcher Mobility Grant Beneficiary(ies).

13. FINAL PROVISIONS

- 13.1. This Contract shall be construed according to and governed by German law.
- 13.2. No rights or obligations of the EMPIR Researcher Mobility Grant Beneficiaries arising from this Contract may be assigned or transferred, in whole or in part, to any third party without the other parties' prior formal approval.
- 13.3. 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 Contract is done in four (4) originals in English.

For EURAMET

Erkki Ikonen

Name of authorised representative

EMPIR Chair

Function of authorised representative

Signature of authorised representative

Place & Date

For the Employing Organisation

Slovenský Metrologický Ústav (SMU)

Name of legal entity

Name of authorised representative

Function of authorised representative

Signature of authorised representative

Place & Date

For the Guestworking Organisation

Conservatoire national des arts et métiers
(CNAM)

Name of legal entity

Name of authorised representative

Function of authorised representative

Signature of authorised representative

Place & Date

EMPIR (RMG)

For the **RMG-Researcher**

Peter Pavlasek

Name of RMG-Researcher

Signature of RMG-Researcher

Place & Date