

EUROPEAN COMMISSION

DIRECTORATE-GENERAL FOR RESEARCH & INNOVATION

SP4-Capacities

Coordination and support action

Support actions

FP7-REGPOT-2011-1

Grant Agreement Number 285912

FOTONIKA- LV

Unlocking and Boosting Research Potential for Photonics in Latvia –
Towards Effective Integration in the European Research Area

REGPOT-CT-2011-285912-FOTONIKA

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 285912

PROJECT TITLE FOTONIKA- LV

Coordination and support action

Support actions

The **European Union** ("*the Union*"), represented by the **European Commission** (the "*Commission*"),
of the **one part**,

and LATVIJAS UNIVERSITATE, established in RAINIS BOULEVARD 19, RIGA, 1586, Latvia represented by Indrikis Muiznieks, Vice Rector of Science at the University of Latvia and/or Janis Spigulis, Director of the Institute or their authorised representative, the *beneficiary* acting as "*coordinator*" of the *consortium* (the "*coordinator*"), ("*beneficiary no. 1*"),

of the **other part**

HAVE AGREED to the following terms and conditions including those in the following annexes, which form an integral part of this *grant agreement* (the "*grant agreement*").

Annex I - Description of Work

Annex II - General conditions

Annex III - Non applicable

Annex IV - Non applicable

Annex V - Non applicable

Annex VI - Form C - Financial statement per funding scheme

Annex VII - Form D - Terms of reference for the certificate on the financial statements and Form E

- Terms of reference for the certificate on the methodology

Article 1 - Accession to the *grant agreement* of the other *beneficiaries*

1. The *coordinator* shall endeavour to ensure that each legal entity identified below accedes to this *grant agreement* as a *beneficiary*, assuming the rights and obligations established by the *grant agreement* with effect from the date on which the *grant agreement* enters into force, by signing Form A in three originals, countersigned by the *coordinator*.

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

2. The *coordinator* shall send to the *Commission* one duly completed and signed Form A per *beneficiary* at the latest 45 calendar days after the entry into force of the *grant agreement*. The two remaining signed originals shall be kept, one by the *coordinator* to be made available for consultation at the request of any *beneficiary*, and the other by the *beneficiary* concerned.

3. Should any legal entity identified above, fail or refuse to accede to the *grant agreement* within the deadline established in the previous paragraph, the *Commission* is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the *Commission*, within the time-limit to be fixed by the latter, appropriate solutions to ensure the implementation of the *project*. The procedure established in Annex II for amendments to this *grant agreement* will apply.

Article 2 - Scope

The Union has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *Unlocking and Boosting Research Potential for Photonics in Latvia – Towards Effective Integration in the European Research Area (FOTONIKA- LV)* (the "*project*") within the framework of the *SP4-Capacities* and under the conditions laid down in this *grant agreement*.

Article 3 - Duration and start date of the project

The duration of the *project* shall be 42 months from 1st February 2012 (hereinafter referred to as the "*start date*").

Article 4 - Reporting periods and language of reports

The *project* is divided into reporting periods of the following duration:

- P1: from month 1 to month 18
- P2: from month 19 to month 36
- P3: from month 37 to the last month of the *project*.

Any report and deliverable, when appropriate, required by this *grant agreement* shall be in *English*.

Article 5 - Maximum financial contribution of the Union

1. The maximum financial contribution of the Union to the *project* shall be EUR 3,752,997.00 (*three million seven hundred and fifty two thousand nine hundred and ninety seven EURO*). The actual financial contribution of the Union shall be calculated in accordance with the provisions of this *grant agreement*.

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

- a table of the estimated breakdown of budget and financial contribution of the Union per activity to be carried out by each of the *beneficiaries* under the *project*. *Beneficiaries* are allowed to transfer budget between different activities and between themselves in so far as the work is carried out as foreseen in Annex I.

3. The bank account of the *coordinator* to which all payments of the financial contribution of the Union shall be made is:

Name of account holder: University of Latvia

Name of bank: NORDEA Bank Finland Plc Latvia branch

Account reference: LV97NDEA0000083153123

Article 6 - Pre-financing

A *pre-financing* of EUR 3,002,398.00 (*three million two thousand three hundred and ninety eight EURO*) shall be paid to the *coordinator* within 45 days following the date of entry into force of this *grant agreement*. The *coordinator* shall distribute the *pre-financing* only to the *beneficiaries* who have acceded to the *grant agreement* and after the minimum number of *beneficiaries* required by the *Rules for Participation* as detailed in the call for proposals to which the *project* is related, have acceded to the *grant agreement*.

Beneficiaries hereby agree that the amount of EUR 187,649.85 (*one hundred and eighty seven thousand six hundred and forty nine EURO and eighty five cents*), corresponding to the *beneficiaries'* contribution to the Guarantee Fund referred to in Article II.20 and representing 5% of the maximum financial contribution of *the Union* referred to in Article 5.1, is transferred in their name by the *Commission* from the *pre-financing* into the Guarantee Fund. However, *beneficiaries* are deemed to have received the full *pre-financing* referred to in the first indent and will have to justify it in accordance with the *grant agreement*.

Article 7 - Special clauses

The following special clauses apply to this *grant agreement*:

Special clause 4

All references to the "*beneficiaries*" or to the "*consortium*" or to the "*coordinator*" in this *grant agreement* and in the Annexes thereto shall be interpreted as references to the "*beneficiary*".

Special clause 6

Notwithstanding the provisions of Article 6 the *pre-financing* shall be paid not earlier than 45 days before the *start date* of the *project*.

Article 8 - Communication

1. Any communication or request concerning the *grant agreement* shall identify the *grant agreement* number, the nature and details of the request or communication and be submitted to the following addresses:

For the *Commission*: European Commission

Directorate-General for Research & Innovation
RTD/C.5 - Regional Dimension of Innovation
B-1049 Brussels, Belgium

For the *coordinator*: Dr. Arnolds Ubelis

LATVIJAS UNIVERSITATE
Institute of Atomphysics and Spectroscopy
Skunu 4
Riga LV-1050
LATVIA

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

For the *Commission*: RTD-REGIONS-REGPOT-GA@ec.europa.eu

For the *coordinator*: arnolds@latnet.lv

3. In case of refusal of the notification or absence of the recipient, the *beneficiary* or the *consortium*, as the case may be, is deemed to have been notified on the date of the latest delivery, if notification to the *coordinator* has been sent to one of the addresses mentioned in paragraphs 1 and 2 and to their legal representative. Other *beneficiaries* are deemed to have been notified if notification has been sent to the address mentioned in Article 1.1.

4. Any communication or request relating to the processing of personal data (Article II.13) shall be submitted, using the address(es) for the *Commission* identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of Unit of RTD/C.5 - Regional Dimension of Innovation.

Article 9 - Applicable law and competent court

The financial contribution of *the Union* is a contribution from *the Union* research budget with the aim to implement the 7th Research Framework Programme (FP7) and it is incumbent on the Commission to execute FP7. Accordingly, this *grant agreement* shall be governed by the terms of this *grant agreement*, the European Community and European Union acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other European Community and European Union law and, on a subsidiary basis, by the law of Belgium.

Furthermore the *beneficiary* is aware and agrees that the Commission may take a decision to impose pecuniary obligations, which shall be enforceable in accordance with Article 299 of the Treaty on the Functioning of the European Union and Articles 164 and 192 of the Treaty establishing the *European Atomic Energy Community*.

Notwithstanding the *Commission's* right to directly adopt the recovery decisions referred to in the previous paragraph, the General Court, or on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between *the Union* and any *beneficiary* concerning the interpretation, application or validity of this *grant agreement* and the validity of the decision mentioned in the second paragraph.

Article 10 - Application of the *grant agreement* provisions

Any provision of this part of the *grant agreement*, shall take precedence over the provisions of any of the Annexes. The provisions of Annex III shall take precedence over the provisions of Annex II, and both shall take precedence over the provisions of Annex I.

The special clauses set out in Article 7 shall take precedence over any other provisions of this *grant agreement*.

Article 11 - Entry into force of the *grant agreement*

This *grant agreement* shall enter into force after its signature by the coordinator and the *Commission*, on the day of the last signature.

Done in two originals in English.

For the *coordinator* done at Riga

For the *Commission* done at Brussels

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Name of the legal entity

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Name of the legal representative

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Name of the legal representative

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Stamp of the organisation (if applicable)

.....
Signature of legal representative

.....
Signature of legal representative

.....
Date

.....
Date