



EUROPEAN COMMISSION
Information Society and Media Directorate-General
Emerging Technologies and Infrastructures
Research infrastructure

Brussels, **07 MARS 2006**
INFSO/F3/BF/II D(2005)656952

Dr. Michael Albert Garrett
STICHTING JOINT INSTITUTE
FOR V.L.B.I. IN EUROPE (J.I.V.E)
Oude Hoogeveensdijk 4
7991 PD Dwingeloo
NETHERLANDS

Subject: 6th Framework Programme - "Research Infrastructures"
Call identifier: FP6-2004-Infrastructures-6
Proposal No 026642 - EXPRES - Signed Contract

Dear Dr. Garrett,

Please find enclosed one original of the above-mentioned contract - signed by you and by the Commission on **06 MARS 2006**, the date of entry into force of the contract.

The payment of the pre-financing will be initiated in accordance with the payment modalities agreed in Article 8.2 of the contract.

We wish the project every success for the future. Please inform the other participants about this letter and distribute a copy of this signed contract to all project participants.

Should you require any further information, please do not hesitate to contact us.

Yours sincerely,

Bernhard Fabianek

Enclosure: Signed contract

Commission européenne, B-1049 Bruxelles / Europese Commissie, B-1049 Brussel - Belgium. Telephone: (32-2) 299 11 11.
Office: J-54 1/12. Telephone: direct line (32-2) 2969615. Fax: (32-2) 2993127.

Email: Bernhard.Fabianek@cec.eu.int

**COMMISSION OF THE EUROPEAN COMMUNITIES
INFORMATION SOCIETY AND MEDIA DIRECTORATE-GENERAL**

Structuring the European Research Area

Integrated Infrastructure Initiative

EXPreS

EXPreS: A Production Astronomy e-VLBI Infrastructure

Contract Number 026642

CONTRACT No 026642

Integrated Infrastructure Initiative

The **European Community** (the "*Community*"), represented by the **Commission of the European Communities** (the "*Commission*"), itself represented for the signature of this *contract* by Fabio Colasanti, Director General for Information Society and Media Directorate-General or his duly authorised representative,

of the **one part**,

and STICHTING JOINT INSTITUTE FOR V.L.B.I. IN EUROPE (J.I.V.E.), established in Oude Hoogeveensdijk 4 , Dwingeloo, 7991 PD, Netherlands, represented by Michael Albert Garrett, Director of JIVE, or his authorised representative the *contractor* acting as *coordinator* of the *consortium*, (the "*coordinator*") and the other *contractors* identified in Article 1.2 below,

of the **other part**

HAVE AGREED to the following terms and conditions established in this contract and its annexes (the "*contract*").

Article 1 - Scope

1. The *Community* agrees to grant a financial contribution for the implementation of a *project* called *EXPreS: A Production Astronomy e-VLBI Infrastructure (EXPreS)* within the framework of the specific research and technological development programme "Structuring the European Research Area" (the "*specific programme*").

2. The *consortium* is composed of the *contractor* acting as *coordinator* and the following legal entities, who shall accede to the *contract* in accordance with the procedure referred to in Article 2, as *contractors* assuming the rights and obligations established by the *contract* with effect from the date on which it enters into force:

- **AARNET PTY LTD**, established in Building 9, Banks Street, Yarralumla, Canberra, PO Box 1559, ACT 2601, Australia represented by George Millar McLaughlin, Director, International Developments, and/or Lee Ridge, Company Secretary, or her/his/their authorised representative ("*contractor*")
- **DELIVERY OF ADVANCED NETWORK TECHNOLOGY TO EUROPE LIMITED**, established in 3 Worcester Street, Oxford, Oxfordshire, OX1 2PZ, United Kingdom represented by Dai Davies, General Manager, and/or Hans Doebbeling, General Manager, or her/his/their authorised representative ("*contractor*")
- **INSTYTUT CHEMII BIOORGANICZNEJ PAN** , established in Noskowskiego, 12/14, Poznan, 61704, Poland represented by Wojciech Markiewicz, Director of Institute of Bioorganic Chemistry, and/or Maria Szubinska, Accounting Manager, or her/his/their authorised representative ("*contractor*")
- **SURFNET B.V.**, established in Radboudkwartier 273, Utrecht, PO Box 19035, 3511 CK, Netherlands represented by Kees Negggers, Managing Director, and/or Boudewijn Nederkoorn, Managing Director, or her/his/their authorised representative ("*contractor*")
- **STICHTING ASTRONOMISCH ONDERZOEK IN NEDERLAND (ASTRON)**, established in Oude Hoogeveensdijk 4, Dwingeloo, 7991PD , Netherlands represented by Eugene de Geus, Director External Affairs, and/or Marco de Vos, Director of R&D, or her/his/their authorised representative ("*contractor*")
- **CENTRO NACIONAL DE INFORMACION GEOGRAFICA**, established in c/General Ibanez de Ibero, 3, Madrid, 28003, Spain represented by Alberto Sereno Alvarez, President, and/or José Cebrian Pascual, Director, or her/his/their authorised representative ("*contractor*")

- **COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION**, established in Limestone Avenue-Campbell, Canberra, PO Box 225, 2602, Australia represented by Brian Boyle, Director, CSIRO ATNF, or his authorised representative ("*contractor*")
- **NATIONAL RESEARCH FOUNDATION**, established in Meiring Naude Road, Brummeria, Pretoria, PO Box 2600, 0001, South Africa represented by Justin Leonard Jonas, Director, or his authorised representative ("*contractor*")
- **ISTITUTO NAZIONALE DI ASTROFISICA**, established in Viale del Parco Mellini, 84, Roma, 00136, Italy represented by Gianni Tofani, Head of Istituto di Radioastronomia, and/or Franco Mantovani, Research Director, or her/his/their authorised representative ("*contractor*")
- **MAX PLANCK GESELLSCHAFT ZUR FOERDERUNG DER WISSENSCHAFTEN E.V.**, established in Hofgartenstrasse 8, Muenchen, 80539, Germany represented by J. Anton Zensus, Managing Director, and/or Gertrud Bilski, Administration Manager, or her/his/their authorised representative ("*contractor*")
- **TEKNILLINEN KORKEAKOULU**, established in Otakaari 1, Espoo, PO Box 1000, 02015, Finland represented by Matti Pursula, Rector, and/or Outi Krause, Vice Rector, or her/his/their authorised representative ("*contractor*")
- **CORNELL UNIVERSITY**, established in 120 Day hall, Ithaca, 14853, United States represented by Kimberly Hayes, Sr. Grant & Contract Officer, and/or Susan Jones, Sr. Grant & Contract Officer, or her/his/their authorised representative ("*contractor*")
- **UNIwersytet Mikolaja Kopernika**, established in Gagarina 11, Torun, 87-100, Poland represented by Andrzej Tretyn, Vice Rector, and/or Slawomir Glowacki, Financial Officer, or her/his/their authorised representative ("*contractor*")
- **CHALMERS TEKNISKA HOEGSKOLA AKTIEBOLAG**, established in Goeteborg, 412 96, Sweden represented by Hans Olofsson, Director of OSO, and/or Gunnar Elgered, Head of Department, or her/his/their authorised representative ("*contractor*")
- **SHANGHAI ASTRONOMICAL OBSERVATORY - CHINESE ACADEMY OF SCIENCES**, established in Nandan Road, 80, Shangai, 200030, China (People's Republic of) represented by Xiaoyu Hong, Executive Director of SHAO, or his authorised representative ("*contractor*")
- **UNIVERSIDAD DE CONCEPCION**, established in Victor Lamas 1290, Concepcion, 4070386, Chile represented by Sergio Lavanchy, Rector, and/or Jaime Baeza, Director of Research, or her/his/their authorised representative ("*contractor*")
- **THE UNIVERSITY OF MANCHESTER**, established in Oxford Road, Manchester, M13 9PL, United Kingdom represented by John Rogers, Head of Research Office, and/or Albert McMenemy, Director of Planning and Academic Services, or her/his/their authorised representative ("*contractor*")
- **VENTSPILS AUGSTSKOLA**, established in Inzenieru street, 101, Ventspils, 3601, Latvia represented by Janis Vucans, Rector, and/or Aleksandrs Dupats, Vice-rector, or her/his/their authorised representative ("*contractor*")

(hereinafter referred to as the "*contractors*").

3. The *consortium* shall carry out the work set out in Annex I to this *contract* (the "*project*") up to the milestone specified in Annex I in accordance with the conditions set out in this *contract*.

4. The *contractors* are deemed to have concluded a *consortium agreement* regarding the internal operation and management of the *consortium*. The *consortium agreement* shall include all aspects necessary for the management of the *consortium* and the implementation of the *project* as well as any necessary intellectual property provisions.

Article 2 - Constitution of the *consortium*

1. The *coordinator* shall ensure that the legal entities identified in Article 1.2 complete the formalities

for them to accede to the *contract*. At the latest 45 calendar days after the entry into force of the *contract*, the *coordinator* shall send to the *Commission* one of the three duly completed and signed originals of Form A (set out in Annex IV), which shall be obtained from each of the *contractors* identified in Article 1.2. The two remaining signed originals shall be kept by the *coordinator* and the *contractor* concerned and be made available for consultation at the request of any other *contractor*.

2. Should any legal entity identified in Article 1.2 fail or refuse to accede to the *contract* within the deadline established in the previous paragraph, the *Commission* is no longer bound by its offer to contract with the said legal entity(ies). The *Commission* may terminate the *contract* in accordance with Article II.15.5, where any legal entity identified in Article 1.2 does not accede to the *contract* in accordance with the provisions established by the *Commission*.

3. However, the *consortium* may propose appropriate solutions to the *Commission* to ensure the implementation of the *project* including, where necessary, the accession to the *contract* of legal entities other than those identified in Article 1.2 in accordance with the provisions in Article 3.

4. In the case of termination, no costs incurred by the *consortium* under the *project* up to the date of *contract* termination can be approved or accepted as eligible for reimbursement by the *Community* financial contribution. Any *pre-financing* provided to the *consortium* and any interest generated by the *pre-financing* must be returned in full to the *Commission* within 30 days of notification of termination.

Article 3 - Evolution of the *consortium*

The *consortium* may be enlarged to include other legal entities, which shall accede to the *contract* by means of Form B (set out in Annex V). The *Commission* is deemed to have accepted this legal entity as a *contractor* in the *consortium*, if it does not object within six weeks of receipt of Form B. Any new *contractor* shall comply with the participation rules established by the *Rules for Participation*. This is subject to any condition required by the *Financial Regulation* or other formalities that may be required by any other provision of this *contract*.

They shall assume the rights and obligations of *contractors* as established by the *contract* with effect from the date of their accession to the *contract*. *Contractors* leaving the *consortium* shall be bound by the provisions of the *contract* regarding the terms and conditions applicable to the termination of their participation.

Article 4 - Entry into force of the *contract* and duration of *project*

1. This *contract* shall enter into force on the day of its signature by the *coordinator* and the *Commission*.

2. The duration of the *project* shall be 36 months from 1st March 2006 (hereinafter referred to as the "*start date*").

This *contract* shall be completed once the rights and obligations of all the parties to the *contract* have been met. The implementation and payment phases relating to the *project* must be completed by the *final implementation date* of the *contract*.

The provisions set out in Articles II.7, II.9, II.10, II.11, II.29, II.30, II.31 and Part C of Annex II shall continue to apply after the *final implementation date* as well as any provisions in Annex III which specifically state that they shall continue to apply after the *final implementation date*.

Article 5 - *Community* financial contribution

The *Community* financial contribution shall be in the form of a grant to the budget.

The maximum *Community* contribution to the *project* shall be 3,900,000.00 EUR (three million nine

hundred thousand Euro and zero Cents). The *Community* financial contribution shall be limited to the maximum rates of contribution to the activities identified in Part B of Annex II, as modified by any provision of Annex III. Annex I indicates the estimated breakdown of costs and activities to be carried out under the *project*.

Article 6 - Reporting periods

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

- P1: from month 1 to month 12
- P2: from month 13 to month 24
- P3: from month 25 to the last month of the *project*.

Article 7 - Reports

1. Reports referred to in Article II.7.2 shall be submitted for each reporting period identified in Article 6 within 45 days of the end of the period in question. Reports shall be submitted in English.
2. Reports referred to in Article II.7.3 covering each period shall be submitted at the latest 45 days after the end of each reporting period.
3. In addition to the reports for the last period, final activity and financial reports referred to in Article II. 7.4 (except for the report referred to in Article II.7.4.d)) shall be submitted to the *Commission* at the latest 45 days after the end of the *project*. This delay may be increased by 45 days at the request of the *consortium*. Where the work is completed before the end of the duration of the *project*, the related activity and financial reports shall cover the period up to that date.

Article 8 - Payment modalities

1. The *Community* financial contribution to the *project* shall be paid to the *coordinator* on behalf of the *contractors* in accordance with the following provisions:
 - a) the *consortium* shall determine the allocation of each tranche of the *Community* financial contribution between the *contractors*, in accordance with this *contract* and any relevant provisions in their *consortium agreement*.
 - b) the payment of the *Community* financial contribution to the *coordinator* discharges the *Commission* from its obligation to make this payment to the *contractors*.
 - c) the *coordinator* shall distribute the *Community* financial contribution without unjustified delay. However, the initial *pre-financing* shall not be distributed to the *contractors* until the minimum number of *contractors* required by the *Rules for Participation* have acceded to the *contract*.
2. The *Community* financial contribution shall be paid in accordance with the provisions of Article II.28 and the following:
 - (a) *pre-financing* of 1,572,500.00 EUR (one million five hundred and seventy two thousand five hundred Euro and zero Cents) of the estimated *Community* financial contribution corresponding to the first reporting period and the first six months of the subsequent reporting period indicated in the table of estimated breakdown of costs for this period in Annex I, within 45 days following the date of entry into force of the *contract*.
 - (b) within 45 days following approval by the *Commission* of the reports related to each reporting period:
 - i) a payment which settles the amounts justified and accepted during the reporting period.
 - ii) *pre-financing* of 85.00% of the estimated *Community* financial contribution corresponding to the

subsequent period and the first six months of the period following, indicated in the table of estimated breakdown of costs for this period in Annex I.

Where the amount justified and accepted for the reporting period is less than the *pre-financing* already paid to the *consortium*, that part of the *pre-financing* is re-qualified as a payment and the *Commission* shall deduct the difference from the subsequent *pre-financing*.

Where the amount justified and accepted for the reporting period is more than the *pre-financing* already paid to the *consortium*, the *pre-financing* is re-qualified as a payment and the *Commission* shall add the difference as a complementary payment at the time of the payment of the subsequent *pre-financing*.

If an audit certificate has not been submitted:

i) an intermediate *pre-financing* of 85.00% of the estimated *Community* financial contribution corresponding to the subsequent period and the first six months of the period following, indicated in the table of estimated breakdown of costs for this period in Annex I.

Where the amount justified and accepted for the reporting period is less than the *pre-financing* already paid to the *consortium*, the *Commission* shall deduct the difference from the subsequent *pre-financing*.

Where the amount justified and accepted for the reporting period is more than the *pre-financing* already paid to the *consortium*, the *Commission* shall add the difference to the subsequent *pre-financing*, within the limits established by the *Financial Regulation*.

(c) within 45 days following approval by the *Commission* of the reports relating to the last period and the final reports referred to in Article II.7, the *Commission* shall pay a final payment for that period.

(d) Any payment at the end of a reporting period accompanied by an audit certificate shall be considered as final, subject to the results of any audit or review, which may be carried out pursuant to the provisions of Article II. 29.

Total *pre-financing* may not exceed 80% of the *Community* financial contribution or, where final payments referred to in paragraph d have been effected, of the difference between the *Community* financial contribution and those final payments.

(e) Where no comments, changes or substantial corrections to any of the *project* activity reports or financial statements are required or where the *Commission* approves the reports more than 45 days after reception, the *Commission* shall make the appropriate payment within 90 days of receipt of the *project* activity reports and associated financial statements.

Where substantial comments, changes, further information or adjustments are requested by the *Commission* within this period, the delay is suspended upon notification by the *Commission*. The remainder of the 90 day payment period begins again only after submission by the *contractors* of the required information.

Article 9 - Special clauses

The following special conditions apply to this *contract*:

Special clause 3bis.

In order to assure coherence of the work within the *specific programme* and its relevance in worldwide developments, the *contractors* will be required to participate in periodic crossdissemination meetings together with other related projects. When applicable, the *contractors* of these projects shall collectively discuss common approaches to standardisation activities. The concertation activities related with the project clusters foresee up to four meetings per year with the presence of project representatives. Interest groups clusters will be flexible and will be organised by the *Commission* services if added-value is demonstrated and if they answer a particular need for action in relation to a clearly identified and targeted theme.

Special clause 38.

For the purposes of this contract, the following contractor s are considered to be a public body or an international organisation, in accordance with Article II.1.21 and II.1.12 respectively:

- STICHTING JOINT INSTITUTE FOR V.L.B.I. IN EUROPE (J.I.V.E.)
- AARNET PTY LTD
- DELIVERY OF ADVANCED NETWORK TECHNOLOGY TO EUROPE LIMITED
- INSTYTUT CHEMII BIOORGANICZNEJ PAN
- SURFNET B.V.
- STICHTING ASTRONOMISCH ONDERZOEK IN NEDERLAND (ASTRON)
- CENTRO NACIONAL DE INFORMACION GEOGRAFICA
- COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION
- NATIONAL RESEARCH FOUNDATION
- ISTITUTO NAZIONALE DI ASTROFISICA
- MAX PLANCK GESELLSCHAFT ZUR FOERDERUNG DER WISSENSCHAFTEN E.V.
- TEKNILLINEN KORKEAKOULU
- CORNELL UNIVERSITY
- UNIWERSYTET MIKOLAJA KOPERNIKA
- CHALMERS TEKNISKA HOEGSKOLA AKTIEBOLAG
- SHANGHAI ASTRONOMICAL OBSERVATORY - CHINESE ACADEMY OF SCIENCES
- UNIVERSIDAD DE CONCEPCION
- THE UNIVERSITY OF MANCHESTER
- VENTSPILS AUGSTSKOLA

Special clause 39.

Notwithstanding the provisions of Article 7.2 of this contract, contractors requesting a Community financial contribution for one or more reporting periods of less than 150,000 EUR, need not submit an audit certificate, until the cumulative request for Community financial contribution is equal to or exceeds 150,000 EUR for the reporting periods for which an audit certificate has not yet been submitted. In all cases an audit certificate shall be submitted at the latest 45 days after the final reporting period. This final audit certificate shall cover all period/s for which an audit certificate has not been previously submitted.

Article 10 - Amendments

Any request for amendment to the *contract* shall be submitted in accordance with Article 11. Proposals for amendments submitted by the *coordinator* are requested on behalf of the *consortium*. The *coordinator* shall ensure that adequate proof of the *consortium's* agreement to such a request exists and is made available in the event of an audit.

The *Commission* shall undertake to approve or reject any request for an amendment within 45 days of its receipt. The absence of a response from the *Commission* within 45 days of receipt of such a request, or any other period provided for in the *contract*, does not constitute approval of the request, except for any modification or evolution of the *consortium* as foreseen in Article 3.

All amendments to the *contract* shall be in writing.

Article 11 - Communication

1. Requests for amendments and any communication foreseen by the *contract* shall identify the nature and details of the request or communication and be submitted in writing by means of registered mail with acknowledgement of receipt to the following addresses:

For the *Commission*: Commission of the European Communities
Information Society and Media Directorate-General
F3
B-1049 Brussels, Belgium

For the *coordinator*: STICHTING JOINT INSTITUTE FOR V.L.B.I. IN EUROPE (J.I.V.E.)

Oude Hoogeveensedijk 4,
Dwingeloo, 7991 PD, Netherlands

2. Where the *contract* foresees that information or documents are to be transferred by electronic means, the following functional mailboxes shall be used:

For the *Commission*: infso-ri-026642@cec.eu.int

For the *coordinator*: garrett@jive.nl

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

Name of Account holder: STICHTING JOINT INSTITUTE FOR V.L.B.I. IN EUROPE (J.I.V.E.)

Name of the bank: Fortis Bank (Nederland) N.V.

IBAN: NL43FTSB0240070216

4. Each party to the *contract* shall inform the other parties without delay of any changes in the names or addresses identified in paragraphs 1 and 2 above.

Article 12 - Applicable law

The law of Belgium shall govern this *contract*.

Article 13 - Jurisdiction

The Court of First Instance or the Court of Justice of the European Communities, as is appropriate in the specific case, shall have sole jurisdiction to hear any disputes between the *Community* and the *contractors* as regards the validity, the application or any interpretation of this *contract*.

Article 14 - Annexes forming an integral part of this contract:

1. The following annexes form an integral part of this *contract*:

Annex I - Description of work

Annex II - General Conditions

Annex III - Specific provisions related to Integrated Infrastructure Initiative

Annex IV - Form A - consent of *contractors* to accede to the *contract*

Annex V - Form B - accession of new legal entities to the *contract*

Annex VI - Form C - financial statement per instrument

2. In the event of any conflict between the provisions of the Annexes to this *contract* and any provision of this part of the *contract*, the latter shall take precedence. 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.


3. The special conditions set out in Article 9 shall take precedence over any other provisions of this *contract*.

Done at Brussels , in English

For the *coordinator*

MICHAEL ALBERT GARRETT
Name

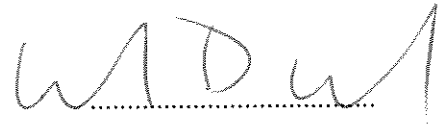
DIRECTOR JIVE
Function


Signature
(stamp or seal of the organisation)

6 March 2006
Date



For the Commission


Name

Ulf Dahlsten
Director
Function

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Signature

06 MARS 2006

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Date