

ORIGINAL

EUROPEAN COMMISSION

RESEARCH DIRECTORATE-GENERAL

SP1-Cooperation

Coordination and support action

Coordination (or networking) actions

FP7-ENERGY-2010-1

Grant Agreement Number 256725

CGS Europe

**Pan-European coordination action on CO<sub>2</sub> Geological Storage**

GRANT AGREEMENT No 256725

PROJECT TITLE CGS Europe

Coordination and support action

Coordination (or networking) actions

The European Union ("the Union"), represented by the European Commission (the "Commission"),

of the one part,

and BUREAU DE RECHERCHES GEOLOGIQUES ET MINIERES, established in Quai Andre Citroen - Tour Mirabeau 39-43, PARIS, 75739, France represented by François DEMARCQ, Directeur général délégué and/or Catherine TRUFFERT, Research Director or their authorised representative, the beneficiary acting as "coordinator" of the consortium (the "coordinator"), ("beneficiary no. 1"),

of the other part

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

Annex I - Description of Work

Annex II - General conditions

Annex III - Non applicable

Annex IV - Form A - Accession of beneficiaries to the grant agreement

Annex V - Form B - Request for accession of a new beneficiary to the grant agreement

Annex VI - Form C - Financial statement per funding scheme

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

- Terms of reference for the certificate on the methodology

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

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

- CO2GEONET - RESEAU D'EXCELLENCE EUROPEEN SUR LE STOCKAGE GEOLOGIQUE DE CO2, established in avenue Claude Guillemin 3, ORLEANS, 45060, France represented by Nicholas Riley, President of CO2GeoNet and/or Samuela Vercelli, Chair of CO2GeoNet Executive Committee or their authorised representative ("beneficiary no. 2"),
- BUNDESANSTALT FUR GEOWISSENSCHAFTENUND ROHSTOFFE, established in Stilleweg 2, HANNOVER, 30655, Germany represented by Jörg Hammann, Head of department Z "Central Affairs" and/or Jörg-Uwe Damm, Deputy Head of Department Z "Central Affairs" or their authorised representative ("beneficiary no. 3"),

# ORIGINAL

- GEOLOGISCHE BUNDESANSTALT, established in NEULINGGASSE 38, WIEN, 1030, Austria represented by Peter Seifert, Director and/or Gerhard Letouzé, Vicedirector or their authorised representative ("beneficiary no. 4"),
- INSTITUT ROYAL DES SCIENCES NATURELLES DE BELGIQUE, established in RUE VAUTIER 29, BRUXELLES, 1000, Belgium represented by Camille Pisani, General Director and/or Patrick Grootaert, Head of Department or their authorised representative ("beneficiary no. 5"),
- SOFIISKI UNIVERSITET SVETI KLIMENT OHRIDSKI, established in Tsar Osvoboditel Blvd. 15, SOFIA, 1504, Bulgaria represented by Bojil Dobrev, Director of NIS-SU and/or Georgi Georgiev, Head of section 'Fossil Fuels' or their authorised representative ("beneficiary no. 6"),
- CESKA GEOLOGICKA SLUZBA, established in Klarov 3/131, PRAGUE 1, 11821, Czech Republic represented by Zdenek Venera, Director and/or Petr Mixa, Deputy Director or their authorised representative ("beneficiary no. 7"),
- TALLINNA TEHNIKAULIKOOL, established in Ehitajate tee 5, TALLINN, 19086, Estonia represented by Andres Keevallik, Tallinna Tehnikaulikooli Rector and/or Ardo Kamratov, Financial director or their authorised representative ("beneficiary no. 8"),
- GEOLOGIAN TUTKIMUSKESKUS, established in Betonimiehenkuja 4, ESPOO, 02151, Finland represented by Elias Ekdahl, Director General and/or Jorma Järvinen, Administrative Director or their authorised representative ("beneficiary no. 9"),
- INSTITUTO GEOLOGIKON KAI METALLEYTIKON EREYNON , established in ENTRANCE C' OLYMPIC VILLAGE , ACHARNAE, 13677, Greece represented by Kostas Papavasileiou, Director General or his authorised representative ("beneficiary no. 10"),
- MAGYAR ALLAMI EOTVOS LORAND GEOFIZIKAI INTEZET, established in Kolombusz u. 17-23, BUDAPEST, 1145, Hungary represented by Tamás Fancsik, Institute director and/or Katalin Papp-Hajdu, Authorized Financial Officer Head of the Department of Finance or their authorised representative ("beneficiary no. 11"),
- Department of Communications, Energy and Natural resources, established in Adelaide Road 29-31 , Dublin, D2, Ireland represented by Peadar McArdle, Director and/or Brian McConnell, Senior Geologist or their authorised representative ("beneficiary no. 12"),
- LATVIJAS VIDES, GEOLOGIJAS UN METEOROLOGIJAS CENTRS SIA, established in MASKAVAS IELA 165, RIGA, 1019, Latvia represented by Andris Leitass, Chairman of the Board and/or Inese Jakubovska, Financial Director or their authorised representative ("beneficiary no. 13"),
- Gamtos tyrimų centras, established in Akademijos g. 2, Vilnius , LT-08412, Lithuania represented by Zalakevicius Mecislovas, Director or his authorised representative ("beneficiary no. 14"),
- PANSTWOWY INSTYTUT GEOLOGICZNY - PANSTWOWY INSTYTUT BADAWCZY , established in Rakowiecka 4, WARSZAWA, 00975, Poland represented by Jerzy NAWROCKI, Director and/or Marek GRANICZNY, Deputy Director, Polish Geological Survey Director or their authorised representative ("beneficiary no. 15"),

- Laboratório Nacional de Energia e Geologia I.P. , established in Rua da Amieira , S.Mamede de infesta , 4466-901 , Portugal represented by Teresa Ponce Leão, President and/or Helder Gonçalves, Vogal or their authorised representative ("beneficiary no. 16"),
- INSTITUTUL NATIONAL DE CERCETARE-DEZVOLTARE PENTRU GEOLOGIE SI GEOECOLOGIE MARINA-GEOECOMAR, established in DIMITRIE ONCIUL STREET 23-25, BUCHAREST, 024053, Romania represented by Gheorghe OAIE, General Director and/or Ana OLTEANU, Financial Director or their authorised representative ("beneficiary no. 17"),
- STATNY GEOLOGICKY USTAV DIONYZA STURA, established in MLYNSKA DOLINA 1, BRATISLAVA, 81704, Slovakia represented by Lubomír Hraško, director and/or Alena Klukanova, Deputy of director or their authorised representative ("beneficiary no. 18"),
- GEOINZENIRING DRUZBA ZA GEOLOSKI INZENIRING DOO, established in DIMICEVA ULICA 14, LJUBLJANA, 1000, Slovenia represented by Boris Rijavec, Director and/or Katarina Adzaga Ursic, Account Officer or their authorised representative ("beneficiary no. 19"),
- INSTITUTO GEOLÓGICO Y MINERO DE ESPAÑA, established in RÍOS ROSAS 23, MADRID, 28003, Spain represented by Rosa de Vidania, Director and/or Pilar Martín, General Secretary or their authorised representative ("beneficiary no. 20"),
- SVERIGES GEOLOGISKA UNDERSOKNING, established in VILLAVAEGEN 18, UPPSALA, S-75128, Sweden represented by Lars Persson, Director and/or Anna Åberg, Director or their authorised representative ("beneficiary no. 21"),
- University of Zagreb, Faculty of Mining, Geology and Petroleum Engineering, established in Pierottijeva 6, ZAGREB, 10 000, Croatia represented by Biljana Kovacevic Zelic, Dean and/or Zoran Nakic, Vice-dean or their authorised representative ("beneficiary no. 22"),
- MIDDLE EAST TECHNICAL UNIVERSITY, established in INONU BULVARI, CAMPUS --, ANKARA, 06531, Turkey represented by Tuncay Birand, Vice President and/or Ahmet Acar, President of the university or their authorised representative ("beneficiary no. 23"),
- FACULTY OF ECOLOGY AND ENVIRONMENTAL SCIENCES, established in Ulica Cara Dusana 62-64 , BEOGRAD, 11000 , Serbia represented by Milos BOZILOVIC, Faculty Manager and/or Snezana KOMATINA-PETROVIC, Vice-Dean or their authorised representative ("beneficiary no. 24"),

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 Pan-European coordination action on CO2 Geological Storage (CGS Europe) (the "project") within the framework of the SP1-Cooperation 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 36 months from 1st November 2010 (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 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 2,236,837.00 (two million two hundred and thirty-six thousand eight hundred and thirty-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: BRGM

Name of bank: SOCIETE GENERALE

Account reference: FR7630003015400002092909668

## Article 6 - Pre-financing

A pre-financing of EUR 1,565,786.00 (one million five hundred and sixty-five thousand seven hundred and eighty-six 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 111,841.85 (one hundred and eleven thousand eight hundred and forty-one 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 10

1. The following third parties are linked to CO2GEONET - RESEAU D'EXCELLENCE EUROPEEN SUR LE STOCKAGE GEOLOGIQUE DE CO2:

- NATURAL ENVIRONMENT RESEARCH COUNCIL
- The Geological Survey of Denmark and Greenland
- HERIOT-WATT UNIVERSITY
- IFP Energies nouvelles
- IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE
- INTERNATIONAL RESEARCH INSTITUTE OF STAVANGER AS
- NORSK INSTITUTT FOR VANNFORSKNING
- ISTITUTO NAZIONALE DI OCEANOGRAFIA E DI GEOFISICA SPERIMENTALE OGS
- SINTEF Petroleumforskning AS
- NEDERLANDSE ORGANISATIE VOOR TOEGEPAST NATUURWETENSCHAPPELIJK ONDERZOEK - TNO
- UNIVERSITA DEGLI STUDI DI ROMA LA SAPIENZA

2. This beneficiary may charge costs incurred by the above mentioned third parties in carrying out the project, in accordance with the provisions of the grant agreement. These contributions shall not be considered as receipts of the project.

The third parties shall identify the costs to the project mutatis mutandis in accordance with the provisions of part B of Annex II of the grant agreement. Each third party shall charge its eligible costs in accordance with the principles established in Articles II.14 and II.15. The beneficiary shall provide to the Commission:

- an individual financial statement from each third party in the format specified in Form C. These costs shall not be included in the beneficiary's Form C.
- certificates on the financial statements and/or on the methodology from each third party in accordance with the relevant provisions of this grant agreement.
- a summary financial report consolidating the sum of the eligible costs borne by the third parties and the beneficiary, as stated in their individual financial statements, shall be appended to the beneficiary's Form C.

When submitting reports referred to in Article II.4, the consortium shall identify work performed and resources deployed by each third party linking it to the corresponding beneficiary.

3. The eligibility of the third parties' costs charged by the beneficiary is subject to controls and audits of the third parties, in accordance with Articles II.22 and 23.

4. The beneficiary shall retain sole responsibility toward the the Union and the other beneficiaries for the third parties linked to it. The beneficiary shall ensure that the third parties abide by the provisions of the grant agreement.

## Special clause 39

In addition to Article II.30.4, beneficiaries shall deposit an electronic copy of the published version or the final manuscript accepted for publication of a scientific publication relating to foreground published before or after the final report in an institutional or subject-based repository at the moment of publication.

Beneficiaries are required to make their best efforts to ensure that this electronic copy becomes freely and electronically available to anyone through this repository:

- immediately if the scientific publication is published "open access", i.e. if an electronic version is also available free of charge via the publisher, or
- within 6 months of publication.

## 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

RTD  
K.02  
B-1049 Brussels, Belgium

For the coordinator: Isabelle Czernichowski-Lauriol

BUREAU DE RECHERCHES GEOLOGIQUES ET MINIERES  
WATER division  
av. Claude Guillemin 3  
Orléans 45060 / Cedex 2  
France

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

For the Commission: [RTD-ENERGY-K2@ec.europa.eu](mailto:RTD-ENERGY-K2@ec.europa.eu)

For the coordinator: [i.czernichowski@brgm.fr](mailto:i.czernichowski@brgm.fr)

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 K.02.

## 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 Orleans

For the Commission done at Brussels

BUREAU DE RECHERCHES GEOLOGIQUES  
ET MINIERES

Name of the legal entity

(GENERAL MANAGER)

(RESEARCH DIRECTOR)

François DEMARCO

Antoine TROFFERT

Name of the legal representative

Raffaele LIBERALI

Name of the legal representative

Stamp of the organisation (if applicable)

Signature of legal representative

Signature of legal representative

Date

21/10/2010

Date

10/11/2010

