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COMMISSION OF THE EUROPEAN COMMUNITIES

DIRECTORATE-GENERAL INFORMATION SOCIETY AND MEDIA

eContentplus Programme

Best Practice Network

OneGeology-Europe

OneGeology-Europe

Grant agreement Number ECP-2007-GEO-317001

GRANT AGREEMENT NO ECP-2007-GEO-317001

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

of the one part

and

- NATURAL ENVIRONMENT RESEARCH COUNCIL (BGS), established in UNITED KINGDOM - POLARIS HOUSE, NORTH STAR AVENUE, SWINDON WILTSHIRE SN2 1EU, represented by its legal/statutory representative, Ms Amanda CLEWES, Head of Finance, or her authorized representative[s].

(the "coordinator") and the other *beneficiaries* identified in Article 1.2 below,

of the other part,

HAVE AGREED to a project called "OneGeology-Europe" to be carried out in the framework of the *eContentplus Programme*.

Article 1 – Scope

1. The *consortium*¹ shall carry out the work set out in Annex I to this agreement ("the project") in accordance with the conditions set out in this agreement.
Subject to cases of *force majeure*, the *beneficiaries* shall use reasonable endeavours to achieve the results aimed at by the project and shall carry it out jointly and severally vis-à-vis the Community.
2. The *consortium* is composed of the *beneficiary* acting as *coordinator* and the following legal entities, who shall accede to the agreement in accordance with the procedure referred to in Article 2, as *beneficiaries* assuming the rights and obligations established by the agreement with effect from the date on which it enters into force:
 - BUNDESANSTALT FUER GEOWISSENSCHAFTEN UND ROHSTOFFE (BGR), established in GERMANY - STILLEWEG 2, 30655 HANNOVER, represented by its legal/statutory representative, Mr Jörg HAMMANN, Head of Division Administration and Central Services, or his authorized representative[s],
 - CESKA GEOLOGICKA SLUZBA (CGS), established in CZECH REPUBLIC - KLAROV 131/3, 11821 PRAHA 1, represented by its legal/statutory representative, Mr Zdenek VENERA, Director, or his authorized representative[s],
 - BUREAU DE RECHERCHES GEOLOGIQUES ET MINIERES (BRGM), established in FRANCE - 39-43, QUAI ANDRE CITROEN - TOUR MIRABEAU, 75739 PARIS, represented by its legal/statutory representative, Mr Philippe VESSERON, Chairman, or his authorized representative[s],
 - NEDERLANDSE ORGANISATIE VOOR TOEGEPAST NATUURWETENSCHAPPELIJK ONDERZOEK - TNO (TNO), established in

¹ The terms in italics are used in accordance with the definitions given in Article 1 of Annex II to this agreement.

- THE NETHERLANDS - SCHOEMAKERSTRAAT 97, 2628 VK DELFT*, represented by its legal/statutory representative, *Mr M. VAN BRACHT, Director*, or his authorized representative[s],
- *AGENZIA PER LA PROTEZIONE DELL'AMBIENTE E PER I SERVIZI TECNICI (APAT)*, established in *ITALY - VIA VITALIANO BRANCATI 48, 00144 ROMA*, represented by its legal/statutory representative, *Mr Giancarlo VIGLIONE, President*, or his authorized representative[s],
 - *KATHOLIEKE UNIVERSITEIT LEUVEN (KULeuven)*, established in *BELGIUM - OUDE MARKT 13, 3000 LEUVEN*, represented by its legal/statutory representative, *Mr Paul VAN DUN, General Manager*, or his authorized representative[s],
 - *PROF. DR.-ING. WALTER RODATZ UND PARTNER BERATENDE INGENIEURE FUER GEOTECHNIK GMBH (RuP)*, established in *GERMANY - NUSSBERGSTRASSE 17, 38102 BRAUNSCHWEIG*, represented by its legal/statutory representative, *Mr Georg MAYBAUM, Managing Director*, or his authorized representative[s],
 - *SVERIGES GEOLOGISKA UNDERSOKNING (SGU)*, established in *SWEDEN - VILLAVAGEN 18, 751 28 UPPSALA*, represented by its legal/statutory representative, *Mr Lars PERSSON, Technical Director R & D*, or his authorized representative[s],
 - *GEOLOSKI ZAVOD SLOVENIJE (GeoZS)*, established in *REPUBLIC OF SLOVENIA - DIMICEVA 14, 1000 LJUBLJANA*, represented by its legal/statutory representative, *Mr Marko KOMAC, Director*, or his authorized representative[s],
 - *INSTITUT ROYAL DES SCIENCES NATURELLES DE BELGIQUE (GSB)*, established in *BELGIUM - RUE VAUTIER 29, 1000 BRUSSEL*, represented by its legal/statutory representative, *Ms Camille PISANI, Director*, or her authorized representative[s],
 - *GEOLOGIAN TUTKIMUSKESKUS (GTK)*, established in *FINLAND - BETONIMIEHENKUJA 4, 02151 ESPOO*, represented by its legal/statutory representative, *Mr Elias EKDAHL, Director General*, or his authorized representative[s],
 - *INSTITUTO GEOLOGICO Y MINERO DE ESPANA (IGME)*, established in *SPAIN - RIOS ROSAS 23, 28003 MADRID*, represented by its legal/statutory representative, *Mr Jose Pedro CALVO SORANDO, General Director*, or his authorized representative[s],
 - *NORGES GEOLOGISKE UNDERSOKELSE (NGU)*, established in *NORWAY - LEIV ERIKSSONSV 39, 7040 TRONDHEIM*, represented by its legal/statutory representative, *Mr Oystein NORDGULEN, Director for Geoscience*, or his authorized representative[s],
 - *PANSTWOWY INSTYTUT GEOLOGICZNY (PGI)*, established in *POLAND - UL. RAKOWIECKA 4, 00957 WARSZAWA*, represented by its legal/statutory representative, *Mr Jerzy NAWROCKI, Head of the Polish Geological Institute*, or his authorized representative[s],
 - *DANMARKS OG GROENLANDS GEOLOGISKE UNDERSOEGELSER (GEUS)*, established in *DENMARK - OSTER VOLDGADE 10, 1350 COPENHAGEN*, represented by its legal/statutory representative, *Ms Nette RASMUSSEN, Chief Accountant*, or her authorized representative[s],

- DEPARTMENT OF COMMUNICATIONS, ENERGY AND NATURAL RESOURCES (GSI), established in IRELAND - 29-31 ADELAIDE ROAD DUBLIN 2, represented by its legal/statutory representative, Mr Peadar McARDLE, Director, or his authorized representative[s],
- INSTITUTO NACIONAL DE ENGENHARIA TECNOLOGIA E INOVACAO (INETI), established in PORTUGAL - ESTRADA DO PACO DO LUMIAR 22, 1649-038 LISBOA, represented by its legal/statutory representative, Ms Teresa PONCE DE LEAO, Presidente Substituto, or her authorized representative[s],
- STATNY GEOLOGICKY USTAV DIONYZA STURA (SGUDS), established in SLOVAK REPUBLIC - MLYNSKA DOLINA 1, 81704 BRATISLAVA, represented by its legal/statutory representative, Mr Michal KALICIAK, Director, or his authorized representative[s],
- EESTI GEOLOOGIAKESKUS OU (EGK), established in REPUBLIC OF ESTONIA - KADAKA TEE 82, 12618 TALLINN, represented by its legal/statutory representative, Mr Vello KLEIN, Director, or his authorized representative[s],
- EUROPEAN ASSOCIATION OF MINING INDUSTRIES, METAL ORES & INDUSTRIAL MINERALS AISBL (Euromines), established in BELGIUM - AVENUE DE BROQUEVILLE 12, 1150 BRUXELLES, represented by its legal/statutory representative, Ms Corina HEBESTREIT, Director, or her authorized representative[s],
- CENIA, CESKA INFORMACNI AGENTURA ZIVOTNIHO PROSTREDI (CENIA), established in CZECH REPUBLIC - LITEVSKA 1174/8, 100 05 PRAHA, represented by its legal/statutory representative, Mr Jiri HRADEC, Director, or his authorized representative[s],
- LANDMARK INFORMATION GROUP LTD (Landmark), established in UNITED KINGDOM - 7 ABBEY COURT, EAGLE WAY, SOWTON INDUSTRIAL ESTATE, EXETER EX2 7HY, represented by its legal/statutory representative, Mr David CALLCOTT, Finance Director, or his authorized representative[s],
- ASSOCIATION EUROGEOSURVEYS (EGS), established in FRANCE - AVENUE CLAUDE GUILLEMIN 3, 45060 ORLEANS CEDEX 2, represented by its legal/statutory representative, Mr Zdenek VENERA, Director, or his authorized representative[s],
- AGENCIJA REPUBLIKE SLOVENIJE ZA OKOLJE (ARSO), established in REPUBLIC OF SLOVENIA - VOJKOVA CESTA 1B, 1000 LJUBLJANA, represented by its legal/statutory representative, Mr Silvo ZLEBIR, Director General, or his authorized representative[s],
- RISK PROJECTS LIMITED (Lighthill), established in UNITED KINGDOM - 71 FENCHURCH STREET, LONDON EC3M 4BR, represented by its legal/statutory representative, Ms Caroline DANIELL, Director, or her authorized representative[s],
- MAGYAR ALLAMI FOLDTANI INTEZET (MAFI), established in HUNGARY - STEFANIA UT 14, 1143 BUDAPEST, represented by its legal/statutory representative, Mr Laszlo KORDOS, Director, or his authorized representative[s],
- ADMINISTRATION DES PONTS ET CHAUSSEES (SGL), established in LUXEMBOURG - BOULEVARD DE LA FOIRE 38, 2012 LUXEMBOURG, represented by its legal/statutory representative, Mr Robert MAQUIL, Head of the Geological Survey, or his authorized representative[s],

– UNIVERSITY COLLEGE DUBLIN, NATIONAL UNIVERSITY OF IRELAND, DUBLIN (UCD), established in IRELAND - BELFIELD CAMPUS, DUBLIN 4, represented by its legal/statutory representative, Mr Donal DOOLAN, Head of Finance, or his authorized representative[s]

3. The *consortium* shall make appropriate arrangements for its internal operation and management which may include any intellectual property provisions. To this end, a *consortium agreement* may be established which will cover any other additional aspects necessary for the *consortium* management and the implementation of the *project*.

Article 2 – Constitution of the *consortium*

1. The *coordinator* shall ensure that the *beneficiaries* complete the formalities for them to accede to the agreement. At the latest 45 calendar days after the entry into force of the agreement, the *coordinator* shall send to the Commission one of the three duly completed and signed originals of Form A (set out in Annex III), which shall be obtained from each of the *beneficiaries*. The two remaining signed originals shall be kept by the *coordinator* and the *beneficiary* concerned and be made available for consultation at the request of any other *beneficiary*.
2. Should any legal entity identified in Article 1.2 fail or refuse to accede to the 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 Commission may terminate the agreement, where any legal entity identified in Article 1.2 does not accede to the agreement in accordance with the provisions established by the Commission.
3. In the case of termination, no costs incurred by the *consortium* under the *project* can be 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.
4. However, the *consortium* may propose appropriate solutions to the Commission to ensure the implementation of the *project* including, where necessary, the accession to the agreement of legal entities other than those identified in Article 1.2 in accordance with the provisions of Article 3. The Commission may accept or reject the proposals of the *consortium*.

Article 3 – Evolution of the *consortium*

1. The *consortium* may be enlarged to include other legal entities, which shall accede to the agreement by means of form B (set out in Annex III), subject to acceptance in writing by the Commission of the request for accession.
2. The new *beneficiaries* shall be bound by the terms of the agreement with effect from the date of their accession to the agreement. *Beneficiaries* leaving the *consortium* shall be bound by the provisions of the agreement regarding the terms and conditions applicable to the termination of their participation.

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

1. This agreement shall enter into force following its signature by the *coordinator* and the Commission.
2. The *duration of the project* shall be 24 months from 01 September 2008.

This agreement shall be completed on the date of the final payment of the Community's financial contribution ("*agreement completion date*"). However, those provisions related to Parts B and D of Annex II to this agreement shall continue to apply after that date. Any provisions in Annex II which specifically indicate their continued application after the *agreement completion date* will also apply in accordance with the duration foreseen therein.

3. The *beneficiaries* shall not assign any of the rights and obligations arising from the agreement without the prior written authorisation of the Commission and the other *beneficiaries*.

Article 5 - Community financial contribution

1. The Community financial contribution shall be in the form of a grant to the budget.
2. The maximum Community contribution to *the project* shall be EUR 2,600,000 (two million six hundred thousand EURO). The Community financial contribution shall be limited to the maximum rates of contribution to the *eligible costs* identified in Article 8. Annex I contains an estimated breakdown of costs and activities between the *beneficiaries*.

Article 6 - Payment

1. The Community financial contribution to *the project* shall be paid to the *coordinator* on behalf of the *beneficiaries* in accordance with the following provisions:
 - (a) the *coordinator* shall distribute each tranche of the Community financial contribution between the *beneficiaries*, in accordance with this agreement, and in particular the estimated breakdown of costs and of activities between *beneficiaries* in Annex I.
 - (b) the payment of the Community financial contribution to the *coordinator* discharges the Commission from its obligation to make this payment to the *beneficiaries*.
 - (c) the *coordinator* shall distribute the Community contribution without unjustified delay.
2. The Community financial contribution shall be paid to the *coordinator's* bank account denominated in euro, identified as follows:

Name of bank: LLOYDS TSB BANK PLC.

Address of branch: SWINDON
UNITED KINGDOM

Exact designation of account holder: NATURAL ENVIRONMENT
RESEARCH COUNCIL

Full account number including codes: GB68LOYD30984186311362

This account or sub-account must identify the payments made by the Commission.
3. The Community financial contribution shall be paid in accordance with the provisions of Article II.17 and the following:
 - (a) pre-financing
pre-financing of EUR 2,080,000 (two million eighty thousand EURO) payable in 2 equal instalments.

The first instalment is payable within 45 days following the date on which the Commission is informed of the accession of all the *beneficiaries* identified in Article 1.2.

The *coordinator* may request subsequent instalments upon delivery of progress reports, financial statements and other *deliverables* according to the schedule defined in Annex I, in accordance with the terms of the agreement. The Commission shall make the appropriate payment within 45 days of the approval of the reports and *deliverables* in accordance with Article II.4. Payment will be conditional on provision of a statement that the *consortium* has incurred *eligible costs* by that instalment date equivalent to at least 70% of the total amount of any earlier *pre-financing*.

The Commission may request a financial guarantee or a financial protective measure to cover the payment of each pre-financing. The pre-financing may be reduced if beneficiaries do not provide the guarantees or do not conform to the protective measure requested by the Commission.

- (b) the outstanding balance shall be paid on submission of a payment request and final financial statement, conditional on the approval by the Commission of the *deliverables* as defined in Article II.1. This payment 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.18 and II.19.

The Commission shall make the appropriate payment within 45 days of the approval in accordance with Article II.4 of the *deliverables* and associated financial statements.

Article 7 – Project Deliverables

The *deliverables* required under this agreement shall be submitted by the *coordinator* in English in accordance with Article II.3 to this agreement.

Article 8 - Special conditions

The following special conditions apply to this agreement:

1. Eligible costs shall be limited to direct costs as defined in Article II.13 and II.14, necessary for achieving the specific objectives of the project. The Community financial contribution shall be 80% of eligible costs.
2. 1. In accordance with Article II.3.2(c) of this grant agreement, an audit certificate of the financial statements and underlying accounts must be delivered together with the final financial statement by any beneficiary whose total amount of requests for payment is at least EUR 325 000 where the maximum total Community contribution for the project is equivalent to or higher than EUR 750 000. This audit certificate shall cover all financial statements. Its purpose is to certify that the costs declared by the beneficiary in the financial statements meet the conditions of the grant agreement.
2. Without prejudice to the paragraph above, the Commission may request, on the basis of an analysis of risks, the submission of an audit certificate from any beneficiary at any time until the agreement completion date.
3. Public bodies and international organisations referred to in Article 43 of Commission Regulation (EC, Euratom) No 2342/2002 of 23 December 2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the

European Communities are not required to provide audit certificates, unless the Commission requests the submission of such audit certificates on the basis of an analysis of risks.

3. Notwithstanding the provisions of Art. 6.3.a, the pre-financing shall be paid no earlier than 45 days before the start date of the project.

Article 9 - Amendments

1. All the amendments to the agreement shall be made in writing.
2. Requests 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 absence of a response from the Commission does not constitute approval of the request.
3. Proposals for amendments made by the Commission shall be handled by the *coordinator* on behalf of the *consortium*. When accepting the amendment, the *coordinator* shall ensure that adequate proof of the *consortium's* agreement to the amendment exists and is made available in the event of an audit.

Article 10 - Applicable law and jurisdiction

1. The grant is governed by the terms of the agreement, the Community rules applicable, in particular the *Financial Regulation*, and, on a subsidiary basis, the law of Luxembourg.
2. The *beneficiaries* may bring legal proceedings regarding decisions by the Commission concerning the application of the provisions of the agreement and the arrangements for implementing it before the Court of First Instance of the European Communities and, in the event of appeal, the Court of Justice of the European Communities.

Article 11 - Data protection

1. All personal data contained in the agreement 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 Community institutions and bodies and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the agreement by *the Controller*, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with Community legislation.
2. *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 *the Controller*. *Beneficiaries* may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

Article 12 - Final provisions

1. The following Annexes are an integral part of this agreement:
 - Annex I - Description of work
 - Annex II - General conditions

Annex III - Form A – consent of the *beneficiaries* to accede to the agreement

- Form B – accession request of new legal entities to the agreement

2. In the event of any conflict between Annex I and any other provision of this agreement, the latter shall take precedence.

3. The special conditions set out in Article 8 of this agreement shall take precedence over any other provisions.

Done at Luxembourg in English,

Name of *coordinator*: **NATURAL ENVIRONMENT RESEARCH COUNCIL**

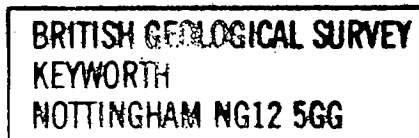
Name of legally authorised representative: Amanda Clewes

Function of legally authorised representative: Head of Finance

Signature of legally authorised representative:



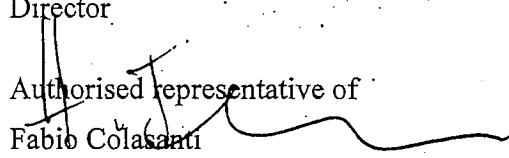
Stamp of the organisation:



The Commission of the European Communities

Name of legally authorised representative: Horst Forster

Function of legally authorised representative: Director



Authorised representative of
Fabio Colasanti
Director General

Signature of legally authorised representative:

Date: 22 -07- 2008