

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

eContentplus Programme

Targeted Project

Bernstein

Bernstein - The Memory of Papers.

Collaborative systems for paper expertise and history

Grant agreement Number ECP-2005-CULT-038097

GRANT AGREEMENT No ECP-2005-CULT-038097

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

- OESTERREICHISCHE AKADEMIE DER WISSENSCHAFTEN (OEAW), established in AUSTRIA - DR. IGNAZ SEIPEL-PLATZ 2, 1010 WIEN, represented by its legal/statutory representative, Mr HERWIG FRIESINGER, SECRETARY GENERAL, or his 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 “*Bernstein - The Memory of Papers.*

Collaborative systems for paper expertise and history” 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:

- LANDESARCHIV BADEN-WUERTTEMBERG (LABW), established in GERMANY - EUGENSTRASSE 7 7, 70182 STUTTGART, represented by its legal/statutory representative, Mr ROBERT KRETZSCHMAR, PRESIDENT OF THE LANDESARCHIV BADEN-WUTTEMBERG, or his authorized representative[s],
- TECHNISCHE UNIVERSITAET GRAZ (TUG), established in AUSTRIA - RECHBAUERSTRASSE 12, 8010 GRAZ, represented by its legal/statutory representative, Mr HERMANN MAURER, DEAN OF FACULTY OF COMPUTER SCIENCE, or his authorized representative[s],
- CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (LAMOP), established in FRANCE - 3, RUE MICHEL-ANGE, 75794 PARIS CEDEX 16, represented by its legal/statutory representative, Ms ANNIE LECHEVALLIER, REGIONAL DELEGATE, or her authorized representative[s],

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

- *DIE DEUTSCHE NATIONAL BIBLIOTHEK (DNB)*, established in *GERMANY - ADICKESALLEE 1, 60322 FRANKFURT*, represented by its legal/statutory representative, *Ms ELISABETH NIGGEMANN, DIRECTOR GENERAL*, or her authorized representative[s],
 - *ISTITUTO UNIVERSITARIO OLANDESE DI STORIA DELL'ARTE (NIKI)*, established in *ITALY - VIALE TORICELLI 5, 50125 FIRENZE*, represented by its legal/statutory representative, *Mr BERT W. MEIJER, DIRECTOR OF INSTITUTE*, or his authorized representative[s],
 - *TECHNISCHE UNIVERSITEIT DELFT (DUT)*, established in *THE NETHERLANDS - JULIANALAAN 134, 2628 BL DELFT*, represented by its legal/statutory representative, *Mr J.J. NUIJTEN, ACTING DIRECTOR OF CORPORATE AND LEGAL AFFAIRS*, or his authorized representative[s],
 - *KONINKLIJKE BIBLIOTHEEK (KB)*, established in *THE NETHERLANDS - PRINS WILLEM ALEXANDERHOF 5, 2509 LK DEN HAAG*, represented by its legal/statutory representative, *Mr WIM VAN DRIMMELEN, DIRECTOR GENERAL*, or his authorized representative[s],
 - *THE UNIVERSITY OF LIVERPOOL (LU)*, established in *UNITED KINGDOM - ABERCROMBY SQUARE, LIVERPOOL L69 3BX*, represented by its legal/statutory representative, *Mr COLIN COOPER, ASSISTANT DIRECTOR OF RESEARCH*, 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 30 months from 01 September 2006.

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 1,600,000 (one 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: BANK AUSTRIA CREDITANSTALT AG
REGIONALDIREKTION WIEN ZENTRUM

Address of branch: 6 - 8, SCHOTTENGASSE
VIENNA
AUSTRIA

Exact designation of account holder: OSTERREICHISCHE AKADEMIE DER
WISSENSCHAFTEN

Full account number including codes: AT251100000262650556

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 1,280,000 (one million two hundred eighty thousand EURO), payable in 3 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. The Community financial contribution shall be limited to 50% of eligible costs as defined in Articles II.13, II.14 and II.15.
2.
 1. In accordance with Article II.3.2(c) of this grant agreement, an external audit certificate of the financial statements and underlying accounts, produced by an approved auditor, must be delivered together with the final financial statement by any beneficiary receiving a total Community contribution for the project which is equivalent to or higher than EUR 750,000. This audit certificate shall cover all financial statements, including the final integrated financial statement as defined in Article II.3.2(b). 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. Article 6.3(a) is replaced by the following:

pre-financing

A pre-financing of EUR 1,280,000 (one million two hundred eighty thousand EURO) payable in 3 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.

These instalments are as follows:

Initial instalment: 512,000. EUR

2nd instalment: 512,000. EUR

3rd instalment: 256,000. EUR

...

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.

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*: **OESTERREICHISCHE AKADEMIE DER WISSENSCHAFTEN**

Name of legally authorised representative: (written out in full) Mr Herwig Friesinger

Function of legally authorised representative: Secretary General

Signature of legally authorised representative:

Stamp of the organisation:

The Commission of the European Communities

Name of legally authorised representative: (written out in full) HORST FORSTER

Function of legally authorised representative: Director
authorised representative of
Mr Fabio COLASANTI
Director General

Signature of legally authorised representative:

Date: