



EUROPEAN COMMISSION
RESEARCH DIRECTORATE-GENERAL

Directorate I - Environment
Administration and finance

20 NOV. 2008

Brussels,
I.6 cv/VF/2008/ D 585865

METEOROLOGISK INSTITUTT
Attn: Mr. Per Helmer SKAALI
Niels Henrik Abels Vei 40
NO 0313 Oslo
NORWAY

REGISTERED WITH ACKNOWLEDGMENT OF RECEIPT

Subject : **FP7 Call for Proposals: FP7-ENV-2007-1**
 Grant Agreement No. 212095
 Acronym: CITYZEN

Dear Mr. Per Helmer SKAALI,

Please find enclosed the above grant agreement duly signed on **17/11/2008** on behalf of the Commission. The grant agreement entered into force on that day. In accordance with the terms of the grant agreement, the official commencement date of the project is **01/09/2008**.

You are requested to distribute a copy to each beneficiary.

If not already done, please make sure that one of the three signed originals of the accession Form A is sent to the Commission at the latest 45 calendar days after entry into force of the grant agreement. Should any beneficiary, fail or refuse to accede to the grant agreement within the previous deadline, the Commission is no longer bound by its offer to the said beneficiary(ies) in conformity with Article 1.3 of the grant agreement. The beneficiaries' Form A, duly signed by the beneficiary(ies) authorised legal representative identified in the grant agreement¹ and countersigned by the authorised legal representative of your organisation, should be sent without delay to the Commission at the following address:

Commission of the European Communities
DG RTD - CDMA 03/154 – Unit I.6.
B-1049 Brussels

¹ If the authorised legal representative indicated in the grant agreement is not the person having signed it, please indicate in the accompanying letter the reason for this and confirm the legal authorisation of the person having signed.

Within 45 days following the entry into force of the grant agreement you should receive the pre-financing for the consortium foreseen under the terms of the grant agreement. It should be distributed in accordance with the terms of the grant agreement and any relevant provisions of the consortium agreement. **Please also note that the distribution of these funds is subject to the provisions set out in Article II.6 (payment modalities) and 7 (special clauses) of the grant agreement.**

I take this opportunity to remind you that the total costs identified in Annex I to the project that are the basis for the estimation of the maximum EC contribution, are an estimate for the expected eligible costs to be incurred by the beneficiaries under the project. **The Community contribution, however, will be reimbursed on the basis of actual eligible costs incurred and in accordance with the provisions of Articles II.15 and 16 of the grant agreement.**

Should you have any further questions, please do not hesitate to contact:

Ms Charlotte Vaissade: Tel. +32-2-295.41.20 / E-mail: charlotte.vaissade@ec.europa.eu

More information regarding FP7 and can be found at

http://cordis.europa.eu/fp7/home_en.html

Yours sincerely,



Vincent Favrel
Deputy Head of Unit

cc. TULKENS Philippe CDMA 03/127

Enclosure: Original signed grant agreement

COMMISSION OF THE EUROPEAN COMMUNITIES

SP1-Cooperation

Collaborative project

Small or medium-scale focused research project

CITYZEN

megaCITY - Zoom for the ENvironment

Grant Agreement Number 212095

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 212095

PROJECT TITLE CITYZEN

Collaborative project

Small or medium-scale focused research project

The European Community (the "*Community*"), represented by the Commission of the European Communities (the "*Commission*"),

of the one part,

and METEOROLOGISK INSTITUTT, established in NIELS HENRIK ABELS VEI 40, OSLO, NO-0313, Norway represented by Anton Eliassen, Director General and/or Kjell Rud, Administration 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*.

• **PEKING UNIVERSITY**, established in The Summer Palace Road 5, BEIJING, 100871, China (People's Republic of) represented by Hui ZHOU, Director and/or Yan ZHANG, Coordinator or their authorised representative ("*beneficiary no. 2*"),

• **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS)**, established in Rue Michel-Ange 3, PARIS, 75794, France represented by Gilles TRAIMOND, Délégué Régional and/or Gaëlle BUJAN, Adjointe du Délégué Régional or their authorised representative ("*beneficiary no. 3*"),

• **INSTITUT NATIONAL DE L'ENVIRONNEMENT ET DES RISQUES INERIS**, established in Parc Technologique Alata, VERNEUIL EN HALATTE, 60550, France represented by Vincent LAFLECHE, General Director and/or Christian TAUZIEDE, General Secretary or their authorised representative ("*beneficiary no. 4*"),

• **UNIVERSITAET BREMEN**, established in Bibliothekstrasse 1, BREMEN, 28359, Germany represented by Gerd-Ruediger Kueck, Chief financial officer and/or Rolf Kuehne, Financial officer or their authorised representative ("*beneficiary no. 5*"),

- **FOERDERVEREIN DES RHEINISCHEN INSITUTS FUER UMWELTFORSCHUNG AN DER UNIVERSITAET ZU KOELN**, established in Aachener Strasse 209, KOELN, 50931, Germany represented by Professor Adolf Ebel, Head and/or Hermann Jakobs, Senior scientist, Treasurer of FRIUUK or their authorised representative ("*beneficiary no. 6*"),
- **FORSCHUNGSZENTRUM JUELICH GMBH**, established in Leo-Brandt-Strasse, JUELICH, 52425, Germany represented by Achim Bachem, Chairman and/or Wolfgang Jaek, Director or their authorised representative ("*beneficiary no. 7*"),
- **UNIVERSITY OF CRETE**, established in UNIVERSITY CAMPUS, RETHYMNON, CRETE, 74100, Greece represented by EMMANUEL PETRAKIS, VICE-RECTOR and/or IOANNIS PALLIKARIS, RECTOR or their authorised representative ("*beneficiary no. 8*"),
- **CONSIGLIO NAZIONALE DELLE RICERCHE**, established in Piazzale Aldo Moro 7, ROMA, 00185, Italy represented by Franco Prodi, Director or her authorised representative ("*beneficiary no. 9*"),
- **NORSK INSTITUTT FOR LUFTFORSKNING**, established in Instituttveien 18, KJELLER, 2027, Norway represented by Jordfald Gunnar, Director and/or Paal Berg, Deputy Director or their authorised representative ("*beneficiary no. 10*"),
- **UNIVERSITETET I OSLO**, established in Problemveien 5-7, OSLO, 0316, Norway represented by Terje Mørland, Director of Research and/or Gunn-Elin Aa. Bjørneboe, Director or their authorised representative ("*beneficiary no. 11*"),
- **MIDDLE EAST TECHNICAL UNIVERSITY**, established in INONU BULVARI, CAMPUS --, ANKARA, 06531, Turkey represented by Canan Çilingir, Vice President or her authorised representative ("*beneficiary no. 12*"),
- **UNIVERSITY OF LEICESTER**, established in University Road, LEICESTER, LE1 7RH, United Kingdom represented by Marie Singer, Research Grants & Contracts Officer-European Funding and/or Jan Davies, Head of Public Sector Support or their authorised representative ("*beneficiary no. 13*"),
- **INTERNATIONALES INSTITUT FUER ANGEWANDTE SYSTEMANALYSE**, established in Schlossplatz 1, LAXENBURG, 2361, Austria represented by Sten Nilsson, Acting Director and/or Susan Riley, Manager or their authorised representative ("*beneficiary no. 14*"),
- **NATIONAL OBSERVATORY OF ATHENS**, established in Lofos Nymfon 1, ATHINA, 11810, Greece represented by Christos Zerefos, President of NOA or his authorised representative ("*beneficiary no. 15*"),
- **CAIRO UNIVERSITY**, established in AL ORMAN GUIZA, GIZA, 12613, Egypt represented by Mortada El-Aref, Director or his authorised representative ("*beneficiary no. 16*"),

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 *Community* has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *megaCITY - Zoom for the ENvironment (CITYZEN)* (the "*project*") within the

framework of the *SPI-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 September 2008 (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 Community financial contribution

1. The maximum *Community* financial contribution to the *project* shall be EUR 2,915,000.00 (*two million nine hundred and fifteen thousand EURO*). The actual *Community* financial contribution shall be calculated in accordance with the provisions of this *grant agreement*.

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

- a table of the estimated breakdown of budget and *Community* financial contribution 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 *Community* financial contribution shall be made is:

Name of account holder: Meteorologisk institutt
Name of bank: DnBNOR ASA
Account reference: NO77 7694 0500 601

Article 6 - Pre-financing

A *pre-financing* of EUR 1,943,430.50 (*one million nine hundred and forty-three thousand four hundred and thirty EURO and fifty cents*) 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 145,750.00 (*one hundred and forty-five thousand seven hundred and fifty EURO*), corresponding to the *beneficiaries'* contribution to the Guarantee Fund referred to in Article II.20 and representing 5% of the maximum *Community* financial contribution 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 29

1. The *project* should ensure that protocols and plans for data collection and storage are in line with *Community Data Policy*.
2. The *Community* Institutions and Bodies shall enjoy access rights to *foreground* for the purpose of developing, implementing and monitoring environmental policies. Such access rights shall be granted by the *beneficiary* concerned on a royalty-free basis.
3. Where *foreground* will no longer be used by the *beneficiary* nor transferred, the *beneficiary* concerned will inform the *Commission*. In such case, the *Commission* may request the transfer of ownership of such *foreground* to the *Community*. Such transfer shall be made free of charge and without restrictions on use and dissemination.

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*: Commission of the European Communities
Research Directorate-General
Unit I.5 Climate change and environmental risks-CDMA 03/107-Dr Elisabeth
LIPIATOU
B-1049 Brussels, Belgium

For the *coordinator*: Skaali Per Helmer
METEOROLOGISK INSTITUTT
Research and Development Department
NIELS HENRIK ABELS VEI 40
OSLO NO-0313
Norway

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

For the *Commission*: RTD-ENV-FP7-DELIVERABLES@ec.europa.eu

For the *coordinator*: michael.gauss@met.no

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 Unit I.5 Climate change and environmental risks-CDMA 03/107-Dr Elisabeth LIPIATOU.

Article 9 - Applicable law and competent court

The *Community* financial contribution is a contribution from the *Community* 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 *Community* acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other *Community* 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 256 of the Treaty establishing the *European Community* 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 Court of First Instance or, on appeal, the Court of Justice of the European Communities, shall have sole jurisdiction to hear any dispute between the *Community* 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 Oslo

For the *Commission* done at Brussels

.....METEOROLOGISK INSTITUTT.....

Name of the legal entity

**M.SOARES
DIRECTOR**

.....
Name of the legal representative

.....ANTON ELIASSEN.....

Name of the legal representative



.....
Stamp of the organisation (if applicable)

p.o. **Andrea Tilche**
Head of Unit

.....Anton Eliassen.....

Signature of the legal representative

.....Andrea Tilche.....

Signature of the legal representative

.....31.10.2008.....

Date

.....17. 11. 2008.....

Date