

**EUROPEAN COMMISSION**

**DIRECTORATE-GENERAL FOR RESEARCH & INNOVATION**

SP1-Cooperation

Collaborative project

Large-scale integrating project

FP7-OCEAN-2010

**Grant Agreement Number 265863**

**ACCESS**

Arctic Climate Change, Economy and Society

SCP0-GA-2011-265863

# SEVENTH FRAMEWORK PROGRAMME

## GRANT AGREEMENT No 265863

### PROJECT TITLE ACCESS

**Collaborative project**

**Large-scale integrating project**

The **European Union** ("*the Union*"), represented by the **European Commission** (the "*Commission*"),  
of the **one part**,

**and UNIVERSITE PIERRE ET MARIE CURIE - PARIS 6**, established in Place Jussieu 4 , PARIS, 75252, France represented by Jean-Charles Pomerol, President and/or Maurice Renard, 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*.

- **O.A. SYS - OCEAN ATMOSPHERE SYSTEMS GMBH**, established in Lerchenstrasse 28a , HAMBURG, 22767 , Germany represented by Michael Karcher, Director and/or Frank Kauker, Director or their authorised representative ("*beneficiary no. 2*"),

- **NATURAL ENVIRONMENT RESEARCH COUNCIL**, established in Polaris House, North Star Avenue, SWINDON WILTSHIRE, SN2 1EU, United Kingdom represented by Denise Martin, Head, Research Contracts and Applications and/or Julie Pringle-Stewart, Head of Finance or their authorised representative ("*beneficiary no. 3*"),

- **INSTITUT FUR WELTWIRTSCHAFT**, established in HINDENBURGUFER 66, Kiel, 24105, Germany represented by Dennis J. Snower, President and/or Rolf J. Langhammer, Vice President or their authorised representative ("*beneficiary no. 4*"),

- **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE**, established in The Old Schools, Trinity Lane, CAMBRIDGE, CB2 1TN, United Kingdom represented by Liesbeth Krul, Assistant Director and/or Martin Reavley, Director or their authorised representative ("*beneficiary no. 5*"),
- **ALFRED-WEGENER-INSTITUT FUER POLAR- UND MEERESFORSCHUNG**, established in Am Handelshafen 12, BREMERHAVEN, 27570, Germany represented by Karin Lochte, Director and/or Heike Wolke, Director of Administration or their authorised representative ("*beneficiary no. 6*"),
- **SCHWARZ JOACHIM REINHOLD FRANZ**, established in ALTER ACHTERKAMP 74b , GROSSHANS DORF, 22927 , Germany represented by Joachim Schwarz, Director or his authorised representative ("*beneficiary no. 7*"),
- **NOFIMA MARIN AS**, established in MUNINBAKKEN 9-13, TROMSO, 9291, Norway represented by Semming Semmingsen, Managing Director or his authorised representative ("*beneficiary no. 8*"),
- **HAMBURGISCHE SCHIFFBAU-VERSUCHSANSTALT GMBH**, established in Bramfelder Strasse 164, HAMBURG, 22305, Germany represented by Juergen Friesch, Managing Director or his authorised representative ("*beneficiary no. 9*"),
- **NORSK POLARINSTITUTT**, established in HJALMAR JOHANNESSENS 14, TROMSOE, 9296, Norway represented by Kim Holmén, Research Director and/or Harald Steen, Assistant Research Director or their authorised representative ("*beneficiary no. 10*"),
- **METEOROLOGISK INSTITUTT** , established in NIELS HENRIK ABELS VEI 40, OSLO, NO-0313, Norway represented by Øystein Hov, Director of Research and/or Kjell Rud, Administration Director or their authorised representative ("*beneficiary no. 11*"),
- **FASTOPT GMBH**, established in LERCHENSTRASSE, HAMBURG, 22767, Germany represented by Thomas Kaminski, Managing Director or his authorised representative ("*beneficiary no. 12*"),
- **THE SCOTTISH ASSOCIATION FOR MARINE SCIENCE**, established in Scottish Marine Institute, DUNBEG OBAN, PA37 1QA, United Kingdom represented by Ken Jones, Assistant Director and/or Elaine Walton, Company Secretary or their authorised representative ("*beneficiary no. 13*"),
- **KUNGLIGA VETENSKAPSAKADEMIEN**, established in LILLA FRESCATIVAGEN 4A, STOCKHOLM, 104 05, Sweden represented by Staffan Normark, Permanent Secretary or his authorised representative ("*beneficiary no. 14*"),
- **P.P. SHIRSHOV INSTITUTE OF OCEANOLOGY OF RUSSIAN ACADEMY OF SCIENCES** , established in Nakhimovsky Ave. 36, MOSCOW, 117997, Russian Federation represented by Robert Nigmatulin, director and/or Yulia Zheleznyakova, chief accountant or their authorised representative ("*beneficiary no. 15*"),
- **IMPAC OFFSHORE ENGINEERING GMBH**, established in HOHE BLEICHEN 5, HAMBURG, 20354, Germany represented by Tilman Schiegl, Managing Director Technical or his authorised representative ("*beneficiary no. 16*"),

- **UNIVERSITAT POLITECNICA DE CATALUNYA**, established in Jordi Girona 31, BARCELONA, 08034, Spain represented by ANTONI GIRO, Rector or his authorised representative ("*beneficiary no. 17*"),
- **DEUTSCHES ZENTRUM FUER LUFT - UND RAUMFAHRT EV**, established in Linder Hoehe, KOELN, 51147, Germany represented by Hans Schlager, Head of research department and/or Peter Derkes, Contracts Manager or their authorised representative ("*beneficiary no. 18*"),
- **ARCTIC AND ANTARCTIC RESEARCH INSTITUTE**, established in Bering Street 38, SAINT PETERSBURG, 199397, Russian Federation represented by Ivan Frolov, Director and/or Igor Ashik, Head of oceanography department or their authorised representative ("*beneficiary no. 19*"),
- **ECONOMIC AND SOCIAL RESEARCH INSTITUTE**, established in Whitaker Square - Sir John Rogerson's Quay, DUBLIN, 2, Ireland represented by Gillian Davidson, Assistant Director and/or Frances Ruane, Director or their authorised representative ("*beneficiary no. 20*"),
- **LAPIN YLIOPISTO**, established in YLIOPISTONKATU, E WING 3RF FLOOR 8, Rovaniemi, 96101, Finland represented by Mauri Ylä-Kotola, Rector and/or Paula Kankaanpää, Director of Arctic Centre, University of Lapland or their authorised representative ("*beneficiary no. 21*"),
- **SINTEF FISKERI OG HAVBRUK AS**, established in Brattørkaia 17B, TRONDHEIM, 7465, Norway represented by Karl Andreas Almås, President and/or Terje Normann, Financial manager or their authorised representative ("*beneficiary no. 22*"),
- **CICERO SENTER KLIMAFORSKNING STIFTELSE**, established in Gaustadalléen 21, Oslo, 0349, Norway represented by Pål Prestrud, CEO Director and/or Kjell Arne Hagen, Assistant Director or their authorised representative ("*beneficiary no. 23*"),
- **STIFTELSEN SINTEF**, established in Strindveien 4, TRONDHEIM, 7465, Norway represented by Torstein Haarberg, Executive Vice President and/or Jack Ødegård, Vice President Research or their authorised representative ("*beneficiary no. 24*"),
- **GESELLSCHAFT ZUR FORDERUNG DES ENERGIEWIRTSCHAFTLICHEN INSTITUTS AN DER UNIVERSITAT ZU KOLN GGMBH - EWI**, established in VOGELSANGER STRASSE 321, KOELN, 50827, Germany represented by Christian Growitsch, Director and Member of the Management Board and/or Marc Oliver Bettzüge, Director or their authorised representative ("*beneficiary no. 25*"),
- **LE CERCLE POLAIRE ASSOCIATION**, established in RUE AIME MOROT 6, PARIS, 75013, France represented by Laurent Mayet, President or his authorised representative ("*beneficiary no. 26*"),
- **BELUGA SHIPPING GMBH**, established in Teerhof 59, Bremen, 28199, Germany represented by Michael Beckhusen, Director or his authorised representative ("*beneficiary no. 27*"),

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.

4. The *beneficiaries* are deemed to have concluded a *consortium agreement* (the "*consortium agreement*") regarding the internal organisation of the *consortium*.

## **Article 2 - Scope**

The *Union* has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *Arctic Climate Change, Economy and Society (ACCESS)* (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 48 months from 1st March 2011 (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 12
- P2: from month 13 to month 24
- P3: from month 25 to month 36
- P4: from month 37 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 10,978,468.00 (*ten million nine hundred and seventy -eight thousand four hundred and sixty -eight 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: Université Pierre et Marie Curie

Name of bank: Recette générale des Finances de Paris

Account reference: FR7610071750000000100579364

## Article 6 - Pre-financing

A *pre-financing* of EUR 4,391,387.00 (*four million three hundred and ninety -one thousand three hundred and eighty -seven 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 548,923.40 (*five hundred and forty -eight thousand nine hundred and twenty -three EURO and forty 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 UNIVERSITE PIERRE ET MARIE CURIE - PARIS 6:
  - CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE
  - MUSEUM NATIONAL D'HISTOIRE NATURELLE
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*.

## 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  
Directorate-General for Research & Innovation  
H02 Surface Transport  
B-1049 Brussels, Belgium

For the *coordinator*: Laetitia Nitkiewicz  
UNIVERSITE PIERRE ET MARIE CURIE - PARIS 6  
LOCEAN  
UPMC- LOCEAN - Tour 45/46 - 513A 4, place Jussieu (CC 100)  
Paris cedex 5 75252  
France

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

For the *Commission*: RTD-TRANSPORT-Surface@ec.europa.eu

For the *coordinator*: laetitia.nitkiewicz@locean-ipsl.upmc.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 H02 Surface Transport.

## **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.

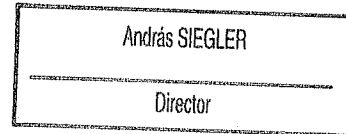
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For the *coordinator* done at PARIS

For the *Commission* done at Brussels

Université Pierre et Marie Curie - Paris

Name of the legal entity

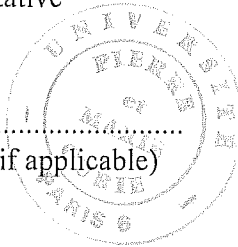


Prof. Jean Charles POMEROL

Name of the legal representative

Name of the legal representative

Stamp of the organisation (if applicable)



Signature of legal representative

Le Président de  
l'Université Pierre et Marie Curie  
(Paris 6)

Signature of legal representative

A handwritten signature in black ink.

Date

Jean-Charles POMEROL

Date

17/3/2011

2/3/2011

