# SEVENTH FRAMEWORK PROGRAMME OF THE EUROPEAN UNION

### RESEARCH EXECUTIVE AGENCY

### SP3-People

Support for training and career development of researchers (Marie Curie)

Industry-Academia Partnerships and Pathways (IAPP)

FP7-PEOPLE-2012-IAPP

**Grant Agreement Number 324318** 

### **FTK**

Fast Tracker for Hadron Collider Experiments

PIAPP-GA-2012-324318

#### SEVENTH FRAMEWORK PROGRAMME

#### **GRANT AGREEMENT No 324318**

#### **MULTI-BENEFICIARY**

#### PROJECT TITLE FTK

Support for training and career development of researchers (Marie Curie)

#### **Industry-Academia Partnerships and Pathways (IAPP)**

The **Research Executive Agency** (the "*REA*"), acting under powers delegated by the European Commission (the "*Commission*")

of the one part,

**and UNIVERSITA DI PISA**, established in Lungarno Pacinotti 43/44, PISA, 56126, Italy represented by Francesco Fidecaro, Department Director and/or Ettore Vicari, Department Vice-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 related to Support for training and career development of researchers (Marie Curie)

Annex III - Specific Provisions related to Support for training and career development of researchers (Marie Curie)

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*.
  - COSTRUZIONI APPARECCHIATURE ELETTRONICHE NUCLEARI C.A.E.N. SPA, established in VIA VETRAIA 11, VIAREGGIO, 55049, Italy represented by Marcello Givoletti, President & CEO and/or Piero Salvadori, CEO or their authorised representative ("beneficiary no. 2"),

- EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH, established in ROUTE DE MEYRIN CERN, GENEVA 23, 1211, Switzerland represented by Rolf Heuer, Director-General and/or Sergio Bertolucci, Director for Research & Computing or their authorised representative ("beneficiary no. 3"),
- **ARISTOTELIO PANEPISTIMIO THESSALONIKIS**, established in Administration Building, University Campus, THESSALONIKI, 54124, Greece represented by Sofia Kouidou-Andreou, Vice-Rector Chair Research Committee A.U.Th. or her authorised representative ("*beneficiary no. 4*"),
- **Prisma Electronics ABEE**, established in Dimokratias Avenue 87, ALEXANDROUPOLIS, 68100, Greece represented by Christos Giordamlis, Managing Director and/or Petros Soukoulias, President of Advisory Board or their authorised representative ("beneficiary no. 5"),
- CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE, established in Rue Michel -Ange 3, PARIS, 75794, France represented by Christine d'Argouges, Déléguée Régionale and/or Jean-Pierre Reyes, Délégué Régional Adjoint or their authorised representative ("beneficiary no. 6"),

All the *beneficiaries* together form the *consortium* (the "*consortium*").

- 2. The *coordinator* shall send to the *REA* 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 *REA* is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the *REA*, 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 European Union ("the Union"), has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *Fast Tracker for Hadron Collider Experiments (FTK)* (the "project") within the framework of the *SP3-People* 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 February 2013 (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 24
- P2: from month 25 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 1,594,681.90 (one million five hundred and ninety four thousand six hundred and eighty one EURO and ninety cents). 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: Dipartimento di Fisica "E. Fermi" Name of bank: Cassa di Risparmio di Lucca, Pisa, Livorno Account reference: IT22C0503414011000000030609

#### **Article 6 - Pre-financing**

A pre-financing of EUR 1,036,543.24 (one million thirty six thousand five hundred and forty three EURO and twenty four cents) shall be paid to the coordinator within 45 days following the start date of the project. 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 79,734.10 (seventy nine thousand seven hundred and thirty four EURO and ten cents), corresponding to the beneficiaries' contribution to the Guarantee Fund referred to in Article II.19 and representing 5% of the maximum financial contribution of the Union referred to in Article 5.1, is transferred in their name by the REA 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 5bis

1. A *project* review shall be held at a mid-term stage.

2. At least two months before the date of the review the *REA* shall communicate to the *consortium* in accordance with Article 8, the modalities of the *project* review, including, where appropriate, any meeting it may propose to convene and that it may request the *consortium* to organise. Each *beneficiary* is requested by the *REA* to attend such meeting in accordance with Article II.3.h.

Costs incurred by the *consortium* in relation to the *project* review shall be eligible under the activity referred to in Article II.15.5.

3. The *project* review shall be made on the basis of the satisfactory completion of due deliverables, milestones listed in Annex I as well as on the progress reported in the periodic report for the period considered.

#### **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 *REA*: Research Executive Agency

**Host-Driven Actions** 

COV 2, B-1049 Brussels, Belgium

For the *coordinator*: Dr. Sandra Masi

UNIVERSITA DI PISA

Dipartimento di Fisica "Enrico Fermi"

Largo Bruno Pontecorvo, 3

Pisa 56127 ITALY

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

For the REA: REA-HOST-DRIVEN-ACTIONS@ec.europa.eu

For the *coordinator*: mauro.dellorso@pi.infn.it

- 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 *REA* identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of Unit of Host-Driven Actions.

#### **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 and the *REA* 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.

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 *REA*, on the day of the last signature.

Done in two originals in English.	
For the <i>coordinator</i> done at PISA	For the <i>REA</i> done at Brussels
Name of the legal entity	
Name of the legal representative	Name of the legal representative
Stamp of the organisation (if applicable)	
Signature of legal representative	Signature of legal representative
Date	Date

COSTRUZIONI APPARECCHIATURE ELETTRONICHE NUCLEARI C.A.E.N. represented for the purpose hereof by Marcello Givoletti, President & CEO, and/or Piero Salvadori, CEO, or her/his/their authorised representative, established in VIA VETRAIA 11, VIAREGGIO, 55049, Italy acting as its legal authorised representative, hereby consents to become a beneficiary ("beneficiary no. 2") to grant agreement N° 324318 (relating to project "Fast Tracker for Hadron Collider Experiments") concluded between the Research Executive Agency (REA) and UNIVERSITA DI PISA established in Lungarno Pacinotti - 43/44, PISA, 56126, Italy and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the coordinator and one by COSTRUZIONI APPARECCHIATURE ELETTRONICHE NUCLEARI C.A.E.N. SPA, the third being sent to the *REA* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

COSTRUZIONI APPARECCHIATURE ELETTRONICHE NUCLEARI C.A.E.N. SPA	UNIVERSITA DI PISA
Name of legal representative(s)	Name of legal representative(s)
Signature of legal representative(s)	Signature of legal representative(s)
	Date
Stamp of the organisation	Stamp of the organisation

**EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH**, represented for the purpose hereof by Rolf Heuer, Director-General, and/or Sergio Bertolucci, Director for Research & Computing, or her/his/their authorised representative, established in ROUTE DE MEYRIN CERN, GENEVA 23, 1211, Switzerland acting as its legal authorised representative, hereby consents to become a *beneficiary* ("beneficiary no. 3") to grant agreement N° 324318 (relating to project "Fast Tracker for Hadron Collider Experiments") concluded between the Research Executive Agency (REA) and UNIVERSITA DI PISA established in Lungarno Pacinotti - 43/44, PISA, 56126, Italy and accepts in accordance with the provisions of the aforementioned grant agreement all the rights and obligations of a beneficiary.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH**, the third being sent to the *REA* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

INIVEDCITA DI DICA

 $E \cap D$ 

ELIDODEVNI

OPCANIZATION

NUCLEAR RESEARCH	UNIVERSITA DI LISA
Name of legal representative(s)	Name of legal representative(s)
Signature of legal representative(s)	Signature of legal representative(s)
Date	Date
Stamp of the organisation	Stamp of the organisation

ARISTOTELIO PANEPISTIMIO THESSALONIKIS, represented for the purpose hereof by Sofia Kouidou-Andreou, Vice-Rector - Chair Research Committee A.U.Th., or her authorised representative, established in Administration Building, University Campus, THESSALONIKI, 54124, Greece acting as its legal authorised representative, hereby consents to become a *beneficiary* ("*beneficiary no. 4*") to *grant agreement* N° 324318 (relating to *project* "*Fast Tracker for Hadron Collider Experiments*") concluded between the *Research Executive Agency* (*REA*) and UNIVERSITA DI PISA established in Lungarno Pacinotti - 43/44, PISA, 56126, Italy and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **ARISTOTELIO PANEPISTIMIO THESSALONIKIS**, the third being sent to the *REA* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

DANIEDICEDICA

A DAGEOGETA AO

THESSALONIKIS	PANEPISTIMIO	UNIVERSITA DI PISA
Name of legal represent	tative(s)	Name of legal representative(s)
Signature of legal repre	sentative(s)	Signature of legal representative(s)
Date		Date
Stamp of the organisation	on	Stamp of the organisation

**Prisma Electronics ABEE**, represented for the purpose hereof by Christos Giordamlis, Managing Director, and/or Petros Soukoulias, President of Advisory Board, or her/his/their authorised representative, established in Dimokratias Avenue 87, ALEXANDROUPOLIS, 68100, Greece acting as its legal authorised representative, hereby consents to become a *beneficiary* ("*beneficiary no. 5*") to *grant agreement* N° 324318 (relating to *project* "*Fast Tracker for Hadron Collider Experiments*") concluded between the *Research Executive Agency* (*REA*) and UNIVERSITA DI PISA established in Lungarno Pacinotti - 43/44, PISA, 56126, Italy and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **Prisma Electronics ABEE**, the third being sent to the *REA* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

Prisma Electronics ABEE	UNIVERSITA DI PISA
Name of legal representative(s)	Name of legal representative(s)
Signature of legal representative(s)	Signature of legal representative(s)
Date	Date
Stamp of the organisation	Stamp of the organisation

**CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE**, represented for the purpose hereof by Christine d'Argouges, Déléguée Régionale, and/or Jean-Pierre Reyes, Délégué Régional Adjoint, or her/his/their authorised representative, established in Rue Michel -Ange 3, PARIS, 75794, France acting as its legal authorised representative, hereby consents to become a *beneficiary* ("*beneficiary no. 6*") to *grant agreement* N° 324318 (relating to *project* "*Fast Tracker for Hadron Collider Experiments*") concluded between the *Research Executive Agency* (*REA*) and UNIVERSITA DI PISA established in Lungarno Pacinotti - 43/44, PISA, 56126, Italy and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE**, the third being sent to the *REA* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

Stamp of the organisation	Stamp of the organisation
Date	Date
Signature of legal representative(s)	Signature of legal representative(s)
Name of legal representative(s)	Name of legal representative(s)
SCIENTIFIQUE	UNIVERSITA DI PISA