

**COMMISSION OF THE EUROPEAN COMMUNITIES**

SP1-Cooperation

Collaborative project

Small or medium-scale focused research project

**MERCURY**

**Multilateralism and the EU in the Contemporary Global Order**

Grant Agreement Number 225267

SSH-CT-2008-225267

# SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 225267

PROJECT TITLE MERCURY

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 THE UNIVERSITY OF EDINBURGH**, established in OLD COLLEGE, EDINBURGH, EH8 9YL, United Kingdom represented by Derek Waddell, Director of Research and Commercialisation and/or Fiona Campbell, Deputy Head of Legal Division 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*.

- **UNIVERSITAET ZU KOELN**, established in ALBERTUS-MAGNUS-PLATZ -, KOELN, 50923, Germany represented by Renate Arlinghaus, Financial Officer and/or Claudia Neuburg, Financial Officer or their authorised representative ("*beneficiary no. 2*"),
- **UNIVERZITA KARLOVA V PRAZE AS\***, established in OVOCNYTRH 5, PRAHA 1, 11636, Czech Republic represented by Jan Amos Visek, Dean or his authorised representative ("*beneficiary no. 3*"),
- **ISTITUTO AFFARI INTERNAZIONALI**, established in Via Angelo Brunetti 9, ROMA, 00186, Italy represented by Ettore Greco, Director and Legal Representative or his authorised representative ("*beneficiary no. 4*"),
- **FONDATION NATIONALE DES SCIENCES POLITIQUES**, established in Rue Saint-Guillaume 27, PARIS, 75337, France represented by Richard Descoings, Administrator and/or Jean Claude Casanova, President or their authorised representative ("*beneficiary no. 5*"),
- **UNIVERSITY OF PRETORIA**, established in Lynnwood Road N/A, PRETORIA, 0002, South Africa represented by Robin Crewe, Vice-Principal Research and/or Henk Potgieter, Acting Dean or their authorised representative ("*beneficiary no. 6*"),

- **FUDAN UNIVERSITY**, established in HANDAN ROAD 220, SHANGHAI, 200433, China (People's Republic of) represented by Yucheng Sang, Assistant President or his authorised representative ("*beneficiary no. 7*"),
- **STIFTELSEN STOCKHOLMS INTERNATIONELLA FREDSFORSKNINGSINSTITUT**, established in SIGNALISTGATAN 9, SOLNA, 169 70, Sweden represented by Daniel Nord, Deputy Director or his authorised representative ("*beneficiary no. 8*"),
- **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE**, established in Trinity Lane, The Old Schools, CAMBRIDGE, CB2 1TN, United Kingdom represented by Dawn Edwards, Applications Group Manager and/or Edna Murphy, Acting Director or their authorised representative ("*beneficiary no. 9*"),

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 *Multilateralism and the EU in the Contemporary Global Order (MERCURY)* (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 36 months from 1st February 2009 (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 1,500,000.00 (*one million five hundred 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: The University of Edinburgh

Name of bank: Bank of Scotland

Account reference: GB65 BOFS 8020 0623 6930 01

## Article 6 - Pre-financing

A *pre-financing* of EUR 900,000.00 (*nine hundred thousand 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 75,000.00 (*seventy-five thousand 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 10

1. The following third parties are linked to FONDATION NATIONALE DES SCIENCES POLITIQUES:

- CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS)

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 *Community* 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*: Commission of the European Communities  
Research Directorate-General  
L3  
B-1049 Brussels, Belgium

For the *coordinator*: Caroline Laffey  
THE UNIVERSITY OF EDINBURGH  
Politics Dept, College of Humanities & Social Sciences  
George Square 21  
Edinburgh EH8 9LD  
United Kingdom

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

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

For the *coordinator*: mark.aspinwall@ed.ac.uk

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 L3.

## 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 Edinburgh

For the *Commission* done at Brussels

**J.-M. BAER**  
Director

.....  
Name of the legal entity

DEREK WADDELL  
DIRECTOR OF RESEARCH  
AND COMMERCIALISATION

.....  
Name of the legal representative

.....  
Name of the legal representative

The University of Edinburgh  
Old College, South Bridge  
Edinburgh EH8 9YL



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

Handwritten signature of Derek Waddell in black ink.

.....  
Signature of the legal representative

**15 JAN 2009**

.....  
Date

Handwritten signature of J.-M. Baer in black ink.

.....  
Signature of the legal representative

9.13.09

.....  
Date