

EMRP RESEARCHER GRANT CONTRACT NO. ...

Researcher Mobility Grant (ESRMG)

in reference to

JRP: ... (JRP Number & Short name)

PARTIES:

1. EURAMET e.V., Bundesallee 100, 38116 Braunschweig, Germany,
- Hereinafter referred to as EURAMET -
2. ... (Employing Organisation, full & short name & address),
- Hereinafter referred to as Employing Organisation -
3. ... (Guestworking Organisation, full & short name & address),
- Hereinafter referred to as Guestworking Organisation -

PREAMBLE

EURAMET which was established in 2007 under German law as a non-profit association is the dedicated implementation structure of the European Metrology Research Programme (EMRP). It is the European regional metrology organisation, which coordinates the cooperation of National Metrology Institutes (NMI) and Designated Institutes (DI) of Europe.

EURAMET has decided to set up an EMRP jointly funded by the European Union and the participating countries. The participation of the European Commission, on behalf of the European Union, has been approved by Decision No 912/2009/EC of the European Parliament and of the Council of 16 September 2009 on the participation by the European Union in a European metrology research and development programme undertaken by several Member States¹ (hereinafter the "Decision").

Based on this Decision, EURAMET receives funding from the European Union for the EMRP and the provision of grant funds under this EMRP Researcher Grant Contract is dependent on those funds being made available to EURAMET under this Decision.

This EMRP Researcher Grant was awarded in accordance with the EURAMET process to complement the JRP '...' [insert JRP Title - bold], ... [insert Acronym - bold] in order to develop the capacities of individuals in metrology through mobility.

In accordance with the provisions of the Decision, the Parties have agreed on the following terms and conditions, including the following Annexes in its relevant versions:

- Annex 1 – Research Schedule related to the EMRP Researcher Grant
- Annex 2 – Payment Schedule related to the EMRP Researcher Grant
- Annex 3 – Declaration (ESRMG-Researcher)

¹ OJ L 257, 30.9.2009, p.12.

1. DEFINITIONS

- 1.1. **“Arbitration Tribunal”** means the panel of three arbitrators drawn from the EMRP Committee which is convened and sits to resolve a dispute under this Contract by way of arbitration in order to avoid a court action.
- 1.2. **“Background Intellectual Property (IP)”** means information which is held by JRP-Partners prior to their accession to the JRP, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to the JRP, and which is needed for carrying out the JRP or for using the results of the JRP.
- 1.3. **“Employing Organisation”** means the sending organisation of which the RMG-Researcher is a staff member/employee.
- 1.4. **“European Metrology Research Programme (EMRP)”** means the European metrology research and development programme undertaken by several Member States according to the Decision No 912/2009/EC^{Error! Bookmark not defined.}.
- 1.5. **“EMRP Committee”** means the EURAMET body which is composed of EURAMET members whose countries are the participating States in the EMRP according to the Decision No 912/2009/EC^{Error! Bookmark not defined.}. The EMRP Committee is the decision-making body of the EMRP and is responsible for all matters concerning the EMRP.
- 1.6. **“EMRP Grant Award”** means the funds originating from the European Union and the participating countries in the EMRP according to the Decision No 912/2009/EC^{Error! Bookmark not defined.} to the EMRP (being the ‘Contribution to the EMRP Researcher Grants’ of the ‘EMRP National Cash Contribution’). It is administered, managed, and distributed by EURAMET subject to the provisions in this Contract.
- 1.7. **“EMRP Grant Researcher(s)”** means the eligible individual researcher(s) who performs the work supported by the respective EMRP Researcher Grants (REG, RMG, ESRMG). These may also be known as **“REG-Researcher”**, **“RMG-Researcher”** or **“ESRMG-Researcher”**.
- 1.8. **“EMRP Guidance documents”** means all relevant documents pertaining to the EMRP and issued by EURAMET.
- 1.9. **“EMRP Intellectual Property Rights (IPR) Policy”** means the policy governing the intellectual property rights arising from the activities carried out under the EMRP according to the Decision No 912/2009/EC^{Error! Bookmark not defined.} and following the IPR provisions applicable in the Seventh Framework Programme (FP7) which are to be incorporated into the JRP-Consortium Agreement.
- 1.10. **“EMRP-MSU”** means the Unit of the EURAMET Secretariat with specific responsibility for the implementation of the EMRP under the direction of the EMRP Programme Manager, hosted by NPL Management Ltd. The EMRP-MSU performs the management and support services for coordination of the EMRP assigned to it subject to the necessary support from the other Units of the EURAMET Secretariat.
- 1.11. **“EMRP Programme Manager”** means the representative of EURAMET who is authorised to act on behalf of EURAMET in specific matters of the EMRP, in particular to exercise the overall management of the EMRP for EURAMET. He or she leads the EMRP-MSU and executes his/her tasks and responsibilities as assigned by EURAMET.
- 1.12. **“EMRP Researcher Grants”** means the scheme funded by the EMRP complementing the JRPs. The aim of the scheme is to increase participation and diversify capacities in metrology, and prepare the next generation of researchers to continue collaborations. The funding for the EMRP Researcher Grant scheme originates partially from national and European financial contributions and is allocated directly from EURAMET. This funding does not form part of the JRP.
- 1.13. **“EMRP Researcher Grant Beneficiary(ies)”** means the individual(s) and/or organisation(s) employing or hosting the individual researcher which receive, or may

become eligible to receive funding from the EMRP Researcher Grant scheme according to the Decision No 912/2009/EC^{Error! Bookmark not defined.}.

- 1.14. **“EURAMET Secretariat”** means the body which provides the management and administration of EURAMET’s affairs. It consists of different units.
- 1.15. **“Foreground Intellectual Property (IP)”** means the results, including information, whether or not they can be protected, which are generated under the JRP concerned. Such results include rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection.
- 1.16. **“Guestworking Organisation”** means the receiving organisation hosting the RMG-Researcher for the period of the EMRP Researcher Grant.
- 1.17. **“Joint Research Project (JRP)”** means the whole collaborative work done under the JRP-Contract.
- 1.18. **“JRP-Consortium”** means the entirety of the JRP-Partners signing the JRP-Contract and collaborating under the JRP-Contract and under the JRP-Consortium Agreement.
- 1.19. **“JRP-Consortium Agreement”** means the agreement between the JRP-Partners for the implementation of the JRP in conformity with the JRP-Contract. The JRP-Consortium Agreement supplements the JRP-Contract by expanding on and clarifying key terms and conditions and provides details of the internal management and working practices of the JRP-Consortium. Where the JRP benefits from a complementary EMRP Researcher Grant, the agreement also governs the interaction between the JRP-Consortium and the EMRP Researcher Grant Beneficiaries.
- 1.20. **“JRP-Coordinator”** means the responsible individual of the JRP-Partner who acts as the coordinator of the JRP.
- 1.21. **“JRP-Partner(s)”** means the party or parties signing the JRP-Contract as the JRP-Coordinator or acceding to the JRP-Contract by signing Form A “Accession to the JRP-Contract” in order to join the JRP.
“Funded JRP-Partner(s)” means those party or parties entitled to receive funding for their participation from EURAMET under the JRP-Contract.
“Unfunded JRP-Partner(s)” means organisations from any country worldwide identified in Clause 2.2.2. participating on an unfunded contractual basis in this JRP.
- 1.22. **“JRP Reporting Guidelines”** means the reference document for reporting of the JRP and the EMRP Researcher Grant.
- 1.23. **“Research Activities”** means the activities related to the research to be provided by the RMG-Researcher under the EMRP Researcher Grant described in Annex 1 (Research Schedule) to this Contract.
- 1.24. **“Secondment Agreement”** means the agreement between the Employing Organisation and the Guestworking Organisation for the purpose of the EMRP Researcher Grant associated with the JRP.

2. SUBJECT OF CONTRACT

- 2.1. EURAMET has decided to grant funds for the implementation of the EMRP Researcher Grant associated with the JRP (in the following the “EMRP Researcher Grant”) within the framework of the EMRP according to the Decision No 912/2009/EC^{Error! Bookmark not defined.} and under the conditions laid down in this EMRP Researcher Grant Contract (hereinafter the “Contract”).

The EMRP Researcher Grant is awarded on the understanding that the Employing Organisation, the Guestworking Organisation and the ESRMG-Researcher, in agreement with the JRP-Consortium, agree to accept the regulations and conditions

relating to the EMRP Researcher Grant and any amendments issued during the course of award.

- 2.2. The purpose of this Contract is to lay down the conditions for implementing the Research Activities under this EMRP Researcher Grant and to define the respective roles and responsibilities of EURAMET, the ESRMG-Researcher, the Guestworking Organisation and the Employing Organisation under the awarded EMRP Researcher Grant in conformity with the Decision.

The ESRMG-Researcher shall sign this Contract and the Declaration of Accession to the JRP-Consortium Agreement as witness to acknowledge his/her obligations under this EMRP Researcher Grant.

- 2.3. The ESRMG-Researcher shall not be considered as an employee of EURAMET and shall carry out the Research Activities under this EMRP Researcher Grant at the location of the Guestworking Organisation.

3. ENTRY INTO FORCE AND DURATION OF CONTRACT

- 3.1. This Contract shall enter into force after signature of the parties with effect from ... **[insert date in bold]** (start date of the EMRP Researcher Grant).
- 3.2. The duration of the EMRP Researcher Grant shall be ... **[insert number in bold]** months starting from the start date of the EMRP Researcher Grant and ending without requiring any further notice.

4. FUNDING PROVISIONS

4.1. Payments

- 4.1.1. The maximum EMRP Grant Award to this EMRP Researcher Grant shall be **EUR ... [insert amount in bold]** (... Euros and ... Cents **[insert amount in words]**). The actual EMRP Grant Award to this EMRP Researcher Grant shall be calculated in accordance with the provisions of this Contract.
- 4.1.2. Details of the EMRP Grant Award to this EMRP Researcher Grant are contained in Annex 2 to this Contract (Payment Schedule), which includes a table of the estimated breakdown of the EMRP Grant Award to this EMRP Researcher Grant. The EMRP Grant Award is determined according to the applicable reference rates established in a *Guide to Financial Aspects for EMRP Researcher Grants* and the applicable country correction coefficient published by the European Commission at date of the signature of this Contract.
- 4.1.3. The EMRP Grant Award consists of the following as set out in the Payment Schedule (Annex 2 of this Contract):
- a) Living Allowance,
 - b) Family Allowance (if applicable),
 - c) Travel Allowance,
 - d) Training and Development Allowance (if applicable),
 - e) Contribution to Overheads and Management of the Guestworking Organisation.
- 4.1.4. EURAMET shall distribute the EMRP Grant Award based on written requests in accordance with the Payment Schedule (Annex 2 to this Contract).

The Payment Request may be made in advance and shall be in the form specified by EURAMET, indicating the amount for the claim in Euro and the time-period it relates to.

The allowances under a) to c) shall be administered by the Employing Organisation and shall be paid directly to the ESRMG-Researcher by the Employing Organisation subject to any compulsory deductions under national legislation, if applicable.

The Training and Development Allowance shall be held by the Employing Organisation and distributed at the direction of the ESRMG-Researcher to pay for expenses arising from the participation of the ESRMG-Researcher in the training and development activities described in the Research Schedule (Annex 1 of this Contract).

The Contribution to Overheads and Management of the Guestworking Organisation shall be transferred directly to the Guestworking Organisation.

The distribution of the EMRP Grant Award is subject to the money being received from the European Union.

4.1.5. Payments shall be made in Euro. Each party shall bear its own costs of their bank charges.

Payments made by EURAMET shall be deemed to be effected on the date when they are debited from EURAMET's account.

The EMRP Grant Award cannot give rise to any profit for the EMRP Researcher Grant Beneficiary(ies).

4.2. Recovery, Repay and Sanctions

4.2.1. EURAMET shall have the right to suspend, refuse, or reclaim any payment at any time, in whole or in part:

- if the EMRP Researcher Grant Beneficiary(ies) is found or presumed to have infringed the provisions of this Contract.
- in the event of non-performance or delay of the EMRP Researcher Grant Beneficiary's(ies') obligations under this Contract, in particular:
 - if one or more of the reports or appropriate deliverables have not been supplied, or are inadequate, or are not complete, or
 - if some clarification or additional information is needed, or
 - if an EMRP Researcher Grant Beneficiary has not replied to instructions and requests from EURAMET in a timely manner.
- if required by the European Commission.

4.2.2. If any amount is unduly paid by EURAMET to the EMRP Researcher Grant Beneficiary(ies) or if recovery is justified under the terms of this Contract, the EMRP Researcher Grant Beneficiary(ies) undertakes to repay EURAMET the amounts in question on whatever terms and by whatever date EURAMET may specify in a recovery order.

4.2.3. Sums owed to EURAMET may be recovered by offsetting them against any sums it owes to the EMRP Researcher Grant Beneficiary(ies), after informing the latter accordingly. The EMRP Researcher Grant Beneficiary's(ies') prior consent shall not be required.

5. RESPONSIBILITIES

5.1. EURAMET

5.1.1. EURAMET has a contractual relationship with the European Commission on which basis EURAMET receives funding from the European Union for the EMRP, and the EMRP Researcher Grant Scheme in particular.

EURAMET has the overall responsibility for the EMRP and the management of the EMRP Grant Award to the EMRP Researcher Grant Scheme.

- 5.1.2. EURAMET shall be responsible for the distribution of the EMRP Grant Award to the EMRP Researcher Grant Beneficiary(ies) in accordance with Clause 4.1.4. of this Contract and the Payment Schedule (Annex 2 to this Contract).
- 5.1.3. EURAMET will not accept any responsibilities for claims for which the Employing Organisation may be liable as an employer.

5.2. EMRP Researcher Grant Beneficiaries

5.2.1. The Employing Organisation and the Guestworking Organisation together with the ESRMG-Researcher form the EMRP Researcher Grant Beneficiaries.

5.2.2. The EMRP Researcher Grant Beneficiaries shall:

- a) conclude a Secondment Agreement for the purpose of this EMRP Researcher Grant. The specific Secondment Agreement shall relate to the associated JRP and shall determine, in accordance with the Contract, the conditions for implementing the ESRMG-Researcher's Research Activities and the respective rights and obligations of the Employing Organisation and the Guestworking Organisation under the EMRP Researcher Grant.
- b) ensure that any agreement or contract related to this EMRP Researcher Grant is in accordance with the associated JRP and this Contract.
- c) ensure that the ESRMG-Researcher acknowledges the support of EURAMET and the European Union under an EMRP Researcher Grant in any related publications or other media in accordance with the relevant Clause in the JRP-Consortium Agreement (Publication) and provides an electronic copy of papers accepted for publication for inclusion in the EURAMET Open Access Repository.
- d) provide reasonable assistance to the ESRMG-Researcher in all administrative procedures necessary for the EMRP Researcher Grant, such as visas and work permits required by the relevant authorities of the country of the Guestworking Organisation.
- e) inform EURAMET in due time of:
 - names, contact, legal and financial details (such as legal name, address of its legal representatives, legal financial, organisational or technical situation, including change of control and any changes of status), as well as any changes to that information;
 - any event which might affect the implementation of the EMRP Researcher Grant and of any requirements of the Contract, including:
 - any significant modification relating to the JRP-Consortium Agreement;
 - any modification relating to the information having served as a basis for the selection of the ESRMG-Researcher;
 - any circumstances likely to have an effect on the performance of this Contract and/or JRP-Consortium Agreement, such as a pregnancy or a sickness that may directly affect the implementation of this Contract, in particular its duration, its financial implications and the legal and contractual obligations of the EMRP Researcher Grant Beneficiary(ies) during this period;
 - any change to the contracted hours of the ESRMG-Researcher;
 - any circumstance affecting the Contract, especially if any eligibility criteria cease(s) to be met during the duration of the EMRP Researcher Grant.

- f) ensure delivery of Research Activities and contractual obligations by the ESRMG-Researcher and take measures to ensure that the ESRMG-Researcher completes the reports and deliverables.
- g) take all necessary steps to avoid commitments that are incompatible with the obligations provided for in this Contract and to inform EURAMET of any unavoidable obligations which may arise during the duration of the Contract which may have implications for any of its obligations under the Contract.
- h) carry out the EMRP Researcher Grant in accordance with fundamental ethical principles.

5.2.3. The Employing Organisation shall:

- a) administer the funds (EMRP Grant Award) for which it is responsible and shall ensure that all the appropriate payments are made to the ESRMG-Researcher without unjustified delay and in accordance with the Payment Schedule (Annex 2 of the Contract).
- b) when required, confirm EURAMET that all payments allocated to the ESRMG-Researcher are executed in accordance with the Payment Schedule (Annex 2 to this Contract).
- c) monitor the compliance of the ESRMG-Researcher with his/her Research Activities laid down in the Research Schedule (Annex 1 to this Contract).
- d) ensure that the ESRMG-Researcher remains employed by the Employing Organisation during the EMRP Researcher Grant (i.e. the Employing Organisation remains responsible for the ESRMG-Researcher, and continues to pay his/her salary during the EMRP Researcher Grant), and will, following the end of the EMRP Researcher Grant return to the Employing Organisation.

5.2.4. The Guestworking Organisation shall:

- a) host the ESRMG-Researcher for the period of the EMRP Researcher Grant.
- b) ensure that the ESRMG-Researcher works under the EMRP Researcher Grant associated with the JRP for the time specified in this Contract.
- c) advise the ESRMG-Researcher of all relevant conditions of service (including, without limitations, health and safety requirements, and security procedures).
- d) provide the ESRMG-Researcher with all reasonable direction, support and, where necessary, supervision.
- e) ensure that the ESRMG-Researcher enjoys, at any place of the implementation of the Research Activities, the same standards of safety and occupational health as those awarded to local researchers holding a similar position.
- f) provide to the ESRMG-Researcher, throughout the duration of the Contract, the means, including the infrastructure, equipment and products, for implementing the EMRP Researcher Grant.
- g) ensure that the ESRMG-Researcher has the necessary rights of access to premises, documents and data, to carry out the Research Activities and complies with the obligations of the relevant Clause in the JRP-Consortium Agreement (Confidentiality).
- h) ensure that the ESRMG-Researcher will be trained under the EMRP Researcher Grant for the time specified in the Research Schedule (Annex 1 to this Contract).

5.2.5. The EMRP Researcher Grant Beneficiaries together with the JRP-Consortium shall accede to the JRP-Consortium Agreement by signing the “Declaration of Accession of the EMRP Researcher Grant Beneficiaries to the JRP-Consortium Agreement” which is a binding Appendix to the JRP-Consortium Agreement. It shall not contradict the provisions of this Contract and shall be in accordance with the JRP.

Written confirmation shall be provided to EURAMET within one month after entry into force of the Contract that the EMRP Researcher Grant Beneficiaries have acceded to the JRP-Consortium Agreement, and that the EMRP Researcher Grant Beneficiaries will meet their requirements in particular relating to Intellectual Property Rights, Publicity and Confidentiality in conformity with the provisions foreseen in the JRP-Contract, and in particular with the EMRP IPR Policy².

6. REPORTING

- 6.1. The EMRP Researcher Grant Beneficiaries shall be responsible for reporting to EURAMET.

It shall be ensured that the ESRMG-Researcher provides the necessary information on the progress of his/her Research Activities to the JRP-Coordinator in accordance with the Research Schedule (Annex 1 of this Contract).

It shall be ensured that the ESRMG-Researcher ensures the accuracy of information or materials he/she supplies hereunder and promptly to correct any errors herein, and reply to instructions and requests from EURAMET and/or the JRP-Coordinator in a timely manner.

- 6.2. Reporting shall be submitted on the due dates in compliance with the JRP Reporting Guidelines issued by EURAMET setting out the structure, the content and the format. The relevant version of the JRP Reporting Guidelines shall be the version current at the relevant reporting period.

Any report and deliverable required by this Contract shall be in English.

When evaluating the required reports and deliverables, EURAMET shall take into account the recommendations of the JRP-Coordinator, when approving or rejecting the reports.

- 6.3. Additional reports may be required to enable proper management of the EMRP Researcher Grant or to provide statistical or other information required by EURAMET or the European Commission. Such reports will be specified in the JRP Reporting Guidelines.

7. COMMUNICATION

- 7.1. This Contract is drawn up in English. All documents, notices and meetings for its application and/or extension or in any other way relative thereto shall be in English.

- 7.2. Any communication or request concerning this Contract shall identify the Contract acronym and number, the nature and details of the request or communication and be submitted in writing to the following addresses:

EURAMET:

EMRP Programme Manager
 EURAMET EMRP Management Support Unit (EMRP-MSU)
 Hampton Road, Teddington,
 Middlesex, TW11 0LW, UK
 Phone: +44 (0)20 8943 6666
emrpA169@npl.co.uk

Employing Organisation:

... (Name of Representative of Employing Organisation)

² See Definition in Clause 1.9 and Clause 9 of this Contract.

... (Name of Employing Organisation)

... (Address of Employing Organisation - where contact person is located / one line street & one line city and country)

Phone: ...

... (email)

Guestworking Organisation:

... (Name of Representative of Guestworking Organisation)

... (Name of Guestworking Organisation)

... (Address of Guestworking Organisation - where contact person is located / one line street & one line city and country)

Phone: ...

... (email)

8. PROCESSING OF PERSONAL DATA AND PUBLICATION OF INFORMATION

- 8.1. All personal data contained in the Contract 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 institutions and bodies of the European Union and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the Contract, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with European Union legislation and this Contract.
- 8.2. The EMRP Researcher Grant 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 EURAMET. The EMRP Researcher Grant Beneficiaries may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.
- 8.3. EURAMET may use relevant personal data of the EMRP Researcher Grant Beneficiaries related to the EMRP for information and communication purposes.
- 8.4. The Employing Organisation shall ensure that the ESRMG-Researcher signs a declaration contained in Annex 3 to this Contract specifying that he/she agrees to allow EURAMET to publish and process personal data which relates to and/or identifies the ESRMG-Researcher, for the purpose of the performance of EURAMET's contractual obligations towards the European Commission. The ESRMG-Researcher shall sign the Declaration in Annex 3 to this Contract at the latest 45 calendar days after the entry into force of the EMRP Researcher Grant associated and distribute the signed original copies following instructions on the form.
- 8.5. The EMRP Researcher Grant Beneficiaries authorise EURAMET and the European Commission to publish required data and information related to the EMRP Researcher Grant in any form and medium, including via the Internet, which are:
- the name and identification of the EMRP Researcher Grant;
 - the name and contact address of the EMRP Researcher Grant Beneficiary(ies);
 - the amount of the EMRP Grant Award;
- If the beneficiary is a natural person, his or her further personal data may be published only with his or her prior agreement.
- subject and purpose of the financial contribution from the European Union to the EMRP Researcher Grant;

- total eligible costs of the EMRP Researcher Grant (or other units of accounts if lump sums are used);
- the amounts contributed in cash by the European Union and by the participating States in the EMRP through EURAMET to the EMRP Researcher Grants;
- the geographic location of the activities carried out (in case of mobility grants, the geographic location of origin and of destination);
- any publishable report, publishable deliverable or other publishable document submitted to EURAMET and/or the European Commission.

The EMRP Researcher Grant Beneficiary(ies) shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by EURAMET and/or the European Commission does not infringe any rights of third parties.

Upon a duly substantiated request by an EMRP Researcher Grant Beneficiary, EURAMET and/or the European Commission may agree to forego such publicity if disclosure of the information indicated above would risk compromising the EMRP Researcher Grant Beneficiary's security, academic or commercial interests.

9. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 9.1. The EMRP Researcher Grant Beneficiaries together with the JRP-Consortium shall ensure that within the JRP-Consortium Agreement appropriate arrangements between the EMRP Researcher Grant Beneficiaries and the JRP-Consortium during the EMRP Researcher Grant and beyond relating to Intellectual Property Rights, in particular the access to Background IP, the use of Foreground IP, publicity and confidentiality are agreed.

Any such specific detailed arrangements shall be in conformity with the EMRP IPR Policy³ and shall be agreed in writing. If the terms of that appendix are in conflict with German law the specific provisions of that annex shall prevail.

- 9.2. In case of conflict, the order of precedence of contract clauses governing IPR shall be as follows: (1) JRP-Contract (Clause 14); (2) JRP-Consortium Agreement (Clause 5 and Appendix 2 and Appendix 3); and (3) EMRP Researcher Grant Contract (Clause 10 (REG) and Clause 9 (RMG/ESRMG) respectively).

10. LIABILITY

- 10.1. The EMRP Researcher Grant Beneficiaries shall be collectively responsible for the implementation of the ESRMG-Researcher's Research Activities under this EMRP Researcher Grant.
- 10.2. The EMRP Researcher Grant Beneficiaries shall be liable for the funds for the EMRP Researcher Grant received. If the European Commission or EURAMET claims any reimbursement, indemnity or payment of damages relating to matters of this EMRP Researcher Grant the EMRP Researcher Grant Beneficiary(ies) shall pay to EURAMET the full amount of such reimbursement, indemnity, or payment of damages immediately.
- 10.3. The EMRP Researcher Grant Beneficiary(ies) shall have sole responsibility for complying with any legal obligations incumbent on them.

The EMRP Researcher Grant Beneficiary(ies) shall assume sole liability towards third parties, including for damage of any kind sustained by them while the JRP is being carried out.

³ See Definition in Clause 1.9 of this Contract.

EURAMET shall not, in any circumstances or on any grounds, be held liable in the event of a claim under a specific agreement relating to any damage caused during the execution of the EMRP Researcher Grant. Consequently, EURAMET will not entertain any request for indemnity or reimbursement accompanying any such claim. The EMRP Researcher Grant Beneficiary(ies) shall indemnify EURAMET accordingly.

11. CHECKS AND AUDITS

11.1. EURAMET may initiate, arrange, and undertake technical audits to be carried out on an EMRP Researcher Grant and/or a JRP at any time during the implementation of the EMRP Researcher Grant and up to 31 December 2022.

Financial audits may be initiated, arranged, and undertaken on an EMRP Researcher Grant and/or a JRP by EURAMET if this is deemed necessary.

11.2. The EMRP Researcher Grant Beneficiary(ies) shall, if requested, provide EURAMET and/or the European Commission including the European Anti-Fraud Office (OLAF) and Court of Auditors directly with all information requested and needed in order to conduct such audits in the framework of controls and audits, as well as ensure the appropriate right of access to its premises.

12. AMENDMENTS AND TERMINATION

12.1. Amendments to this Contract may be requested by any of the parties. Any modification, alteration, change or variation of any term or condition of this Contract shall be in writing. Any amendments or changes to this Contract shall not be in conflict with the Decision and contractual obligations in respect thereof.

EURAMET shall undertake to approve or reject any request for an amendment within 45 days of its receipt. The absence of a response from EURAMET within 45 days of receipt of such a request, or any other period provided for in the Contract, shall not constitute approval of the request.

12.2. This Contract shall terminate by expiration of the duration indicated in Clause 3.2 of this Contract without any explicit cancellation required.

In addition, this Contract may be terminated under, but not limited to, the following circumstances:

- If the European Commission terminates the contractual relationship with EURAMET or insists on changes that no longer allows continuation of this Contract;
- If the corresponding JRP-Contract is terminated;
- Due to non-performance or poor performance of the EMRP Researcher Grant Beneficiary(ies), in respect to the obligations under this Contract;
- If the required EURAMET financial contribution is not available;
- If the ESRMG-Researcher is no longer in a position to continue working under the EMRP Researcher Grant for any reason;
- If the ESRMG-Researcher has made false declarations for which he/she may be held responsible, or has deliberately withheld material information in order to obtain the EMRP Grant Award or any other advantage provided for by this Contract;
- If other important reasons give cause for serious concern.

12.3. In the event that an EMRP Researcher Grant Beneficiary is in default of any obligation, EURAMET may notify in writing the EMRP Researcher Grant Beneficiaries:

- describing the default;
- stipulating thirty (30) days to remedy the default; and

- warning of termination of this Contract if the default is not remedied within the stipulated timeframe.

In the event that the defaulting EMRP Researcher Grant Beneficiary fails to remedy the default within the stipulated timeframe, EURAMET may terminate this Contract.

- 12.4. The EMRP Researcher Grant Beneficiaries agree to accept any further responsibilities based on compulsory requirements of the European Commission in EMRP matters, which may be integrated in this Contract later on.

13. SETTLEMENT OF DISPUTES

Any dispute under this Contract shall be settled amicably as far as possible. If no solution is found, the dispute will be submitted to an Arbitration Tribunal drawn from the EMRP Committee for binding arbitration. The Arbitration Tribunal shall consist in total of three members of the EMRP Committee with equal rights. The members of the Arbitration Tribunal shall not be drawn from the countries of the EMRP Researcher Grant Beneficiary(ies) in dispute unless it is unavoidable. In general, the Arbitration Tribunal shall be chaired by the EMRP Chair or the deputy EMRP Chair. The person chairing the Arbitration Tribunal shall appoint its members. The outcome of the arbitration shall be final and binding upon the EMRP Researcher Grant Beneficiary(ies).

14. FINAL PROVISIONS

- 14.1. This Contract shall be construed according to and governed by German law.
- 14.2. This Contract together with its Annexes, constitute the entire agreement between the parties in respect of the EMRP Researcher Grant.
- 14.3. Except for contract clauses governing IPR, any provisions of this part of the Contract shall take precedence over the provisions of the Employment Contract and the JRP-Consortium Agreement and of any of their annexes. The order of precedence of contract clauses governing IPR is defined in Clause 9.2 of this Contract and the corresponding clause in the JRP-Consortium Agreement (Intellectual Property Rights).
- 14.4. No rights or obligations of the EMRP Researcher Grant Beneficiaries arising from this Contract may be assigned or transferred, in whole or in part, to any third party without the other parties' prior formal approval.
- 14.5. Subcontracting shall not be permitted under this Contract. The Secondment Agreement and the JRP-Consortium Agreement shall not be regarded as subcontract.
- 14.6. The provisions relating to Publicity, IPR and Confidentiality, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall continue to apply after the termination of the Contract.
- 14.7. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision shall not affect the remainder of these provisions. These provisions shall be deemed amended to the extent necessary to make these provisions enforceable, valid and, to the maximum extent possible with applicable law, consistent with the original intentions of the parties. The remaining terms and provisions shall remain in full force and effect.

SIGNATURES:

This Contract is done in four (4) originals in English.

For EURAMET

For the Employing Organisation

Jörn Stenger

Name of legal entity

Name of legal representative

Name of legal representative

EMRP Chair

Function of legal representative

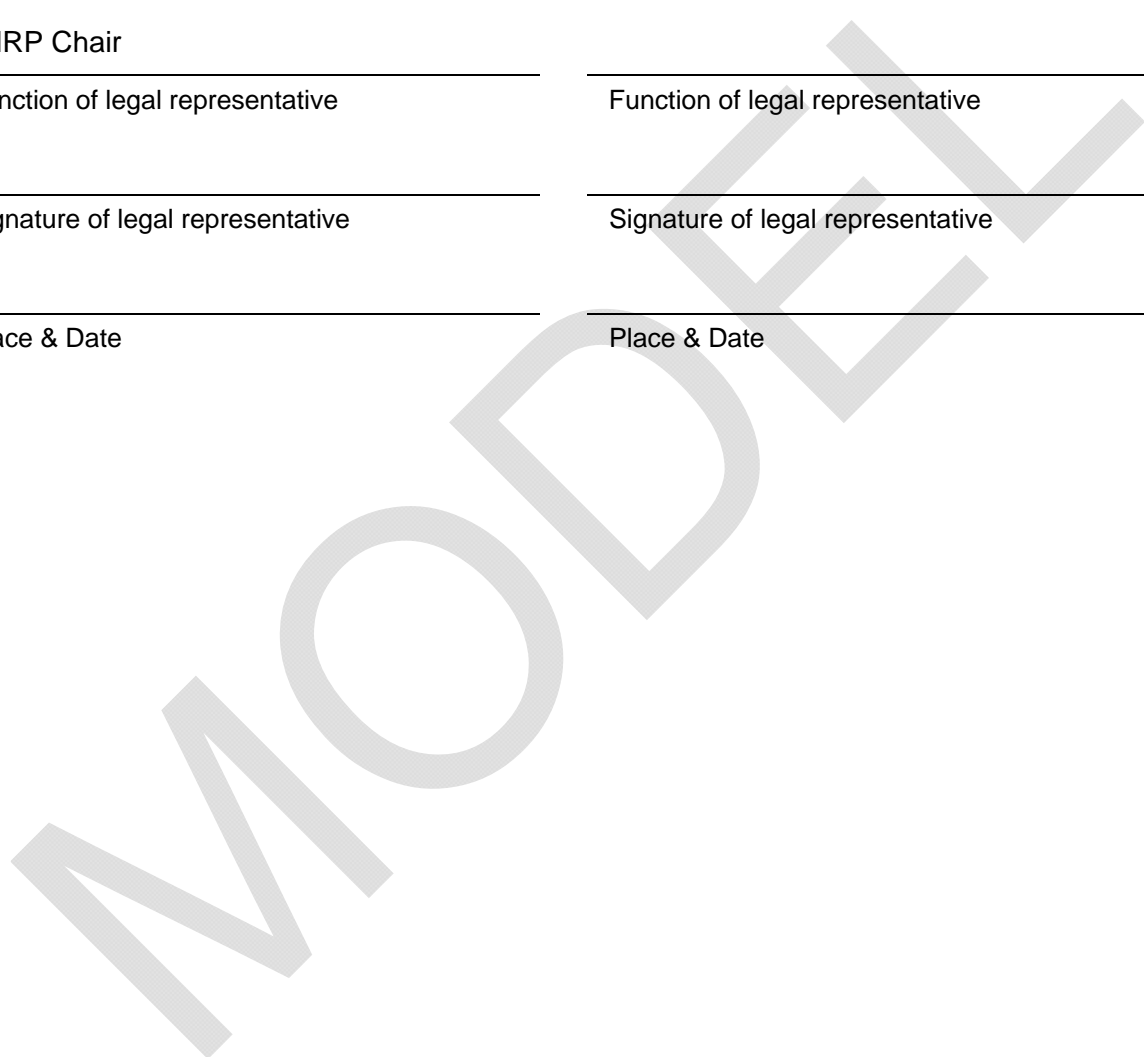
Function of legal representative

Signature of legal representative

Signature of legal representative

Place & Date

Place & Date



For the Guestworking Organisation

Name of legal entity

Name of legal representative

Function of legal representative

Signature of legal representative

Place & Date

MODEL

For the ESRMG-Researcher

I have read and understand the above contract including its Annexes and accept the terms and conditions as outlined above.

Name of ESRMG-Researcher

Signature of ESRMG-Researcher

Place & Date

MODEL