

JRP-CONTRACT

... (*JRP Title*)

... (*Acronym*)

JRP NUMBER: ...

Between

EURAMET e.V., Bundesallee 100, 38116 Braunschweig, Germany,

- Hereinafter referred to as EURAMET -

of the one part

and

... (*JRP-Coordinator's institute, full & short name & address*), acting as JRP-Coordinator for the JRP-Consortium,

- Hereinafter referred to as JRP-Coordinator -

of the other part

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 a joint 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 JRP-Contract is dependent on those funds being made available to EURAMET under this Decision.

The JRP-Partners having considerable experience in the field concerned, have submitted a proposal for a Joint Research Project to EURAMET as part of the Targeted Programme (TP) ... The proposal for this JRP was selected in accordance with the EURAMET process.

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 Ia – JRP-Protocol
- Annex Ib – JRP-Budget
- Annex II – Financial Provisions and Financial Audit Requirements
- Annex III – Form A "Accession to the JRP-Contract"
- Annex IV – Form B "Accession of a new JRP-Partner to the JRP-Contract"

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 JRP-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-Contract, 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-Contract, and which is needed for carrying out the JRP or for using the results of the JRP.
- 1.3. **“Collaborator”** means an organisation with an interest in the appropriate research area that is collaborating with the JRP. Collaborators are not partners in the meaning of this JRP-Contract and are not bound by it. Collaborators cannot receive funding granted for this JRP and do not deliver the work described in Annex Ia of this JRP-Contract. Their relationship to the JRP-Consortium, activities and obligations will be defined in a separate “Exchange of Letters”, which is consistent with this JRP-Contract, but shall not be regarded as part of this JRP-Contract.
- 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/EC¹.
- 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/EC¹. The EMRP Committee is the decision-making body of the EMRP and is responsible for all matters concerning the EMRP.
- 1.6. **“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.
- 1.7. **“EURAMET Secretariat”** means the body which provides the management and administration of EURAMET’s affairs. It consists of different units.
- 1.8. **“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.
- 1.9. **“EURAMET financial contribution”** means the financial contribution originating from the European Union to the EMRP, and administered, managed, and distributed by EURAMET subject to the provisions in this JRP-Contract.
- 1.10. **“EMRP Guidance documents”** means all relevant documents pertaining to the EMRP and issued by EURAMET.
- 1.11. **“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/EC¹ and following the IPR provisions applicable in the Seventh Framework Programme (FP7) which are to be incorporated into the JRP-Consortium Agreement.
- 1.12. **“EMRP National Cash Contribution”** means the fees paid by the organisation of the EMRP Committee member participating in the EMRP according to the Decision No 912/2009/EC¹ on a country-by-country-basis composed of the ‘Coordination and

management fees for the EMRP' (Running costs) and the 'Contribution to the EMRP Researcher Grants'.

- 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/EC¹.
- 1.14. **“Exchange of Letters”** means an appropriate agreement signed between the JRP-Consortium and the Collaborator, defined above. It provides a framework and set of principles to guide the parties in undertaking collaborative activities related to the JRP, but which are not and cannot be part of the JRP. This agreement is deemed to have been signed before exchanging information.
- 1.15. **“Financial Audit Guidelines”** means the reference document for audit requirements for the Financial Audit reports referred to in Annex II of this JRP-Contract.
- 1.16. **“Financial Guidelines”** means the reference document for financial provisions concerning the implementation of the JRP referred to in Annex II of this JRP-Contract.
- 1.17. **“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.
- 1.18. **“Joint Research Project (JRP)”** means the whole collaborative work done under this JRP-Contract.
- 1.19. **“JRP-Consortium”** means the entirety of the JRP-Partners signing this JRP-Contract and collaborating under this JRP-Contract and under the JRP-Consortium Agreement.
- 1.20. **“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.
- 1.21. **“JRP-Coordinator”** means the responsible individual of the JRP-Partner who acts as the coordinator of the JRP.
- 1.22. **“JRP-Protocol”** means the document, which describes the work of the project and identifies the total resources needed to execute the project. The JRP-Protocol may give general references to associated activities of any Collaborators (Annex Ia of this JRP-Contract).
- 1.23. **“JRP-Budget”** means the table with indicative distribution and budget breakdowns, which comprises the total resources needed to execute the JRP (Annex Ib of this JRP-Contract).
- 1.24. **“JRP-Partner(s)”** means the party or parties signing this JRP-Contract as the JRP-Coordinator or acceding to this JRP-Contract by signing the Accession Form in order to join the JRP (Annex III or Annex IV of this JRP-Contract).
- “Funded JRP-Partner(s)”** means those party or parties identified in Clause 2.2.1. as entitled to receive funding for their participation from EURAMET under this 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.
- 1.25. **“JRP Reporting Guidelines”** means the reference document for reporting of the JRP and the EMRP Researcher Grant (if applicable).

- 1.26. **“Targeted Programme (TP)”** means the priority topic areas covered by each EMRP Call, as identified in the EMRP Call Scope in accordance with the ‘EMRP Outline 2008’.
- 1.27. **“TP-Guardian”** means the EMRP Committee representative who provides advice to the EMRP Programme Manager and the EMRP Committee regarding the scientific performance and direction of the TP and its constituent JRPs. This advice is given in consultation with the TP-Coordinator.
- 1.28. **“TP-Coordinator”** means the individual from the metrology community with expertise in the field, appointed by the EMRP Committee who provides advice to the EMRP Programme Manager and the EMRP Committee regarding the scientific performance and direction of the TP and its constituent JRPs. This advice is given in consultation with the TP-Guardian.

2. SCOPE

- 2.1. This JRP-Contract specifies the relationship between EURAMET and the JRP-Partners, in particular concerning the management of the JRP and the rights and obligations of the parties, which shall be in conformity with the Decision.
- 2.2. The following JRP-Partners together with the JRP-Coordinator (JRP-Partner 1) form the JRP-Consortium:
- 2.2.1. Funded JRP-Partners:
- JRP-Partner 2: ... (Institute full name, short name & country)
- JRP-Partner 3: ... (Institute full name, short name & country)
- ...
- 2.2.2. Unfunded JRP-Partners²: [state if not applicable]
- JRP-Partner ... [consecutive numbering]: ... (Institute full name, short name & country)
- JRP-Partner ...: ... (Institute full name, short name & country)
- ...

3. ACCESSION TO JRP-CONTRACT & JRP-CONSORTIUM

- 3.1. The JRP-Coordinator will sign this JRP-Contract on behalf of all JRP-Partners (the ‘JRP-Consortium’). All other JRP-Partners will accede to this JRP-Contract and assume the rights and obligations established by this JRP-Contract by signing the Form A “Accession to the JRP-Contract” (Annex III of this JRP-Contract) in three originals, countersigned by the JRP-Coordinator.
- 3.2. The JRP-Coordinator shall send to EURAMET one duly completed and signed Form A per JRP-Partner at the latest 45 calendar days after the entry into force of the JRP. The two remaining signed originals shall be kept, one by the JRP-Coordinator and one by the JRP-Partner concerned.
- 3.3. Should any potential JRP-Partner fail or refuse to accede to this JRP-Contract within the deadline established under Clause 3.2 the JRP-Consortium through the JRP-Coordinator may propose to EURAMET within a time limit to be fixed by the EMRP Programme Manager appropriate solutions to ensure the proper implementation of the

² Unfunded JRP-Partners do not receive EURAMET financial contribution for their work on the JRP, but have reporting and contractual responsibilities in delivering the JRP. Details on the responsibilities are laid down in Clause 7.

project. The proposal shall be approved by the EMRP Committee. The procedure established in Clauses 19 and 20 will apply.

- 3.4. The JRP-Partners shall enter into a Consortium Agreement (the “JRP-Consortium Agreement”), addressing the key elements of their relationship under the JRP, which shall not contradict the provisions of this JRP-Contract. Written confirmation shall be provided to EURAMET within two months after entry into force of a JRP that all JRP-Partners have signed the JRP-Consortium Agreement and will meet its requirements and that the JRP-Consortium Agreement embodies principles of the EMRP IPR Policy.
- 3.5. Should the JRP-Consortium fail to conclude the JRP-Consortium Agreement or any JRP-Partner fail or refuse to sign the JRP-Consortium Agreement within the deadline established in Clause 3.4, EURAMET shall have the right to terminate this JRP-Contract. The JRP-Consortium through the JRP-Coordinator may propose to EURAMET, within the time limit to be fixed by the latter, appropriate solutions to ensure the proper implementation of the JRP. This shall also apply if an EMRP Researcher Grant is not awarded. The procedure established in Clauses 19 and 20 will apply.

4. ENTRY INTO FORCE AND DURATION OF THIS JRP-CONTRACT

- 4.1. This JRP-Contract shall enter into force after signature of both parties with effect from **01 [insert month in bold] 2014** (start date of the JRP). The duration of the JRP shall be **36 months** starting from the start date of the JRP. The JRP-Contract shall remain in force and effect until complete discharge of all activities and obligations under this JRP-Contract.

5. FUNDING PROVISIONS

- 5.1. Payments shall be made by EURAMET in Euros in accordance with the provisions of Clause 5.3. Without prejudice, the following types of payment are foreseen:
 - A pre-financing shall be paid to the JRP-Partners in proportion to their overall indicative budget at the beginning of the JRP.
 - Interim payment(s) shall be made to the JRP-Partners following approval of periodic financial reporting and are calculated on the basis of accepted eligible costs.
 - The final payment shall be transferred to the JRP-Partner after the approval of the final reporting and consist of the difference between the calculated EURAMET financial contribution (on the basis of the eligible costs) minus the amounts already paid.

The total amount of the pre-financing and any interim payment(s) shall be limited to 90 % of the maximum EURAMET financial contribution. The retention of 10 % shall be kept by EURAMET until the date of the final payment.

- 5.2. The maximum EURAMET financial contribution to this JRP shall be EUR **... (in words ... EUROS ... CENTS)**. Details of the EURAMET financial contribution are contained in Annex Ia and Annex Ib which includes an estimated breakdown of costs and EURAMET financial contribution per JRP-Partner per cost category under the JRP.

In principle, the EURAMET financial contribution shall not exceed a maximum of **45 %** of the total eligible costs and subject to the overall cap, specified above in this clause.

EURAMET shall have the right to increase the funding rate and consequent financial contribution to this JRP after receipt and acceptance of all final reports for the JRPs under the EMRP Call 2013 provided there is a surplus of EU funding for the EMRP available that can be spent for the JRPs in line with the General Agreement between the European Commission and EURAMET.

This voluntary commitment of EURAMET does not create a legally enforceable claim to receive an increased funding rate.

5.3. EURAMET shall distribute the EURAMET financial contribution directly and individually to the JRP-Partners. Payments made by EURAMET shall be deemed to be effected on the date when they are debited to EURAMET's account. The distribution of funds is subject to:

- the money received from the European Union,
- except for the pre-financing, after approval of required reports and any required financial audits,
- the payment of the EMRP National Cash Contribution by the organisation of the EMRP Committee member participating in the EMRP according to the Decision No 912/2009/EC¹,
- the accession to this JRP-Contract by all JRP-Partners,
- the conclusion of the JRP-Consortium Agreement by all JRP-Partners,
- the provision of the correct and up to date banking details.

A JRP-Partner shall be funded only for its tasks carried out in accordance with Annex Ia and Annex Ib unless otherwise agreed in advance by EURAMET in writing.

5.4. EURAMET shall have the right to suspend, refuse, or reclaim the payment, including pre-financing, at any time, in whole or in part for the amount intended for the JRP-Partner(s) concerned:

- if the JRP-Partner(s) or the JRP-Consortium is found or presumed to have infringed the provisions of this JRP-Contract, in particular in the wake of the audits and checks provided for in Clause 10,
- in the event of non-performance or delay of the JRP-Partner(s) obligations under this JRP-Contract, in particular:
 - if one or more of the reports or appropriate deliverables have not been supplied, or are not complete, or
 - if some clarification or additional information is needed, or
 - if a JRP-Partner or the JRP-Coordinator has not replied to instructions and requests from EURAMET in a timely manner.
- if required by the European Commission.

When EURAMET suspends the payment the JRP-Consortium and/or the JRP-Partners(s) concerned shall be duly informed of the reasons why payment in whole or in part will not be made and the conditions to be met for the lifting of the suspension.

Suspension shall take effect on the date when notice is sent by EURAMET.

The suspension will be lifted from the date when the last report, deliverable or the additional information requested is received by EURAMET.

5.5. Financial provisions concerning the implementation of the JRP and this JRP-Contract shall be followed as laid down in Annex II of this JRP-Contract which closely follow the financial provisions of the Model Grant Agreement adopted by the European Commission.

5.6. By signing the 'Statement on Double Funding' (Annex V of this JRP-Contract) the JRP-Partner(s) shall ensure that double funding benefiting from this or any other European Union funding, except for the agreed matching funding, for the same activity does not exist, as stated in the Annex. If EURAMET suspects that this declaration is false, the matter will be investigated and, if proven, will result in the termination of the participation of this JRP-Partner. In such case, the European Commission shall be informed. The procedure established in Clause 19 for termination of this JRP-Contract will apply.

The JRP-Coordinator shall send to EURAMET one duly completed and signed original copy of Annex V per JRP-Partner (including itself) at the latest 45 calendar days after the entry into force of the JRP. The two remaining signed originals shall be kept, one by the JRP-Coordinator and one by the JRP-Partner concerned.

- 5.7. Bank charges shall be shared with each Party bearing the costs of their bank.
- 5.8. The JRP-Partners are only allowed to transfer budget between themselves with prior written approval by EURAMET and shall follow procedures specified by EURAMET for such transfers.

6. REPORTING AND APPROVAL OF REPORTS

- 6.1. The JRP-Consortium shall submit reports on the performance of the tasks in the JRP and the use of funds allocated to the JRP.
- 6.2. Periodic reports (technical and financial) shall be submitted for each reporting period within 60 days of the end of the period in question by the JRP-Coordinator to EURAMET.

The JRP is divided into reporting periods (RP) of the following duration:

RP 1: from Month 1 to Month 18.

RP 2: from Month 19 to the last month of the JRP.

- 6.3. Interim reports shall be submitted at six months intervals by the JRP-Coordinator to EURAMET. Interim reports are due 45 days after the end of the following intervals:

Month 6, Month 12, Month 24, and Month 30.

- 6.4. A final report shall be submitted by the JRP-Coordinator to EURAMET within 60 days after the end of the JRP.
- 6.5. Additional reports may be required to enable proper management of the EMRP or to provide statistical or other information required by EURAMET or the European Commission. Such reports will be specified in the JRP Reporting Guidelines.
- 6.6. Reporting (technical and financial) shall be submitted in accordance 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 end of the relevant reporting period.

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

- 6.7. Costs shall be reported in Euro. JRP-Partners with accounts in currencies other than the Euro shall report costs by using, either the conversion rate published by the European Central Bank³ that would have applied on the date that the actual costs were incurred, or its rate applicable on the first day of the month following the end of the reporting period. JRP-Partners with accounts in Euro shall convert costs incurred in other currencies according to their usual accounting practice.
- 6.8. At the end of each reporting period, EURAMET shall evaluate the required reports and deliverables. Payments shall be made after EURAMET's approval of the reports (technical and financial) in accordance with the provisions of Clause 5.3.
- 6.9. After reception of the reports, EURAMET may:

³ The daily exchange rates are fixed by the European Central Bank (ECB) and may be obtained at the following internet address: <http://www.ecb.int/stats/eurofxref/> or, for the rate of the first day of the month following the reporting period, in the relevant OJ of the European Union. For the days where no daily exchange rates have been published, (for instance Saturday, Sunday and New Year's Day) you should take the rate on the next day of publication.

The use of other sources for exchange rates (other than the ECB) is admissible only where no other solution is possible (i.e. when ECB does not include the daily exchange rates for a particular currency).

- approve the reports, in whole or in part, or make the approval subject to certain conditions, or
- reject the reports giving an appropriate justification, or
- request supporting documentation or additional information.

6.10. Approval of costs claimed by JRP-Partners during the lifetime of the JRP shall be subject to Financial Audit reports which shall be carried out in accordance with the financial audit requirements as laid down in Annex II of this JRP-Contract which closely follow the provisions of the Model Grant Agreement and guidance documents adopted by the European Commission.

Each JRP-Partner shall be required to submit to EURAMET a Financial Audit report at the end of each reporting period according to Clause 6.2.

The requirement to provide an intermediate Financial Audit report shall be waived, when the amount of the financial contribution to a JRP-Partner over the lifetime of the JRP is less than EUR 50 000.

6.11. Approval of any report shall not imply recognition of the regularity or of the authenticity of the declarations and information they contain, and does not imply exemption from any checks or audits.

7. SPECIAL CLAUSES *(when such exist)*

The following special clause(s) apply(ies) to this JRP-Contract:

7.1. Unfunded JRP-Partners *[state if not applicable]*

7.1.1. Activities and contribution of the unfunded JRP-Partner(s) listed under Clause 2.2.2 shall be defined in Annex Ia where appropriate.

7.1.2. The activities and contribution of the unfunded JRP-Partner(s) shall not be considered when establishing the total eligible costs for this JRP. Their contribution shall not be considered as a receipt to this JRP.

Costs incurred by the unfunded JRP-Partner(s) shall not be taken into consideration for determining the EURAMET financial contribution.

7.1.3. Following Clauses do not apply to unfunded JRP-Partners:

- Clauses 5 – Funding Provisions
- Clauses 6.10 – Reporting and Approval of Reports (approval of Financial Audit reports)
- Clause 10.6 – Audit and Checks (financial audits and controls)
- Clause 11 – Recovery, Repay and Sanctions
- Clause 15.2 – Liability and Force Majeure (financial liability)
- Clauses 19.6.1 and 19.6.2 – Termination (financial consequences).

The unfunded JRP-Partner(s) need not submit Financial Audit reports, in particular a financial statement and an Audit Certificate, as they are not subject to financial audits and controls.

7.2. EMRP Researcher Grant Beneficiary(ies) *[state if not applicable]*

7.2.1. Whilst EMRP Researcher Grant Beneficiary(ies) - in these role(s) - are not part of the JRP-Consortium, the activities executed under or associated with this JRP, as identified in Annex Ia, may require the JRP-Consortium to interact with the EMRP Researcher Grant Beneficiary(ies).

- 7.2.2. Where the JRP-Consortium has agreed to this interaction, it shall carry out such activities as necessary to ensure the success of such cooperation.
- 7.2.3. The EMRP Researcher Grant Beneficiaries shall retain main responsibility towards EURAMET by entering into an EMRP Researcher Grant Contract with EURAMET in agreement with the JRP-Consortium, addressing the key elements of their relationship. Such contract shall place the necessary rights and obligations for the interaction on the EMRP Researcher Grant Beneficiary(ies).

8. COMMUNICATION AND LANGUAGE

- 8.1. This JRP-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.
- 8.2. Any communication or request concerning this JRP-Contract shall identify the JRP-Contract acronym and JRP 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
 Email: emrpA169@npl.co.uk

JRP-Coordinator:

... (Name of JRP-Coordinator - responsible individual)

... (Institute of JRP-Coordinator - legal entity's name)

... (Address of JRP-Coordinator's Institute - where individual is located / one line street & one line city and country)

Phone: ... (+country code local number)

Email: ... (email)

9. RESPONSIBILITIES

9.1. EURAMET

EURAMET has a contractual relationship with the European Commission on which basis EURAMET receives funding from the European Union for the EMRP.

EURAMET has the overall responsibility for the EMRP and for the management the EURAMET financial contribution to the EMRP.

9.2. JRP-COORDINATOR

9.2.1. The JRP-Coordinator shall ensure that the legal entities identified as JRP-Partners in Clause 2.2 complete the formalities for them to accede to the JRP-Contract in a timely manner.

9.2.2. The JRP-Coordinator shall immediately inform EURAMET of any event affecting or delaying the implementation of the JRP.

- 9.2.3. The JRP-Coordinator shall be responsible for the management of the JRP. He or she shall be responsible for preparing and submitting the JRP reports and deliverables to EURAMET. He or she shall review the reports to verify consistency with the JRP tasks before transmitting them to EURAMET.
- 9.2.4. The JRP-Coordinator shall interface with EURAMET, and in particular with the EMRP Programme Manager, in all relevant matters on behalf of the JRP-Partners. He or she shall prepare the minutes of progress meetings and shall forward any documents and information required either by EURAMET or the European Commission to the EMRP-MSU.
- 9.2.5. The JRP-Coordinator shall advise and direct the JRP-Partners on the developments necessary for the JRP and shall coordinate the preparation of the JRP reports.
- 9.2.6. The JRP-Coordinator shall immediately advise EURAMET of any deviation from the JRP-Protocol likely to impact on the time schedule, work progress and the JRP-Contract deliverables, together with a proposal for recovery.
- 9.2.7. The JRP-Coordinator shall, in the periodic reports, comment specifically, for each JRP-Partner on the appropriateness of the resources used and costs claimed with regard to the work done in the reporting period.
- 9.2.8. The JRP-Coordinator shall provide sufficient information, where requested, for the TP-Coordinator and the TP-Guardian to report on scientific progress and impact of the JRP.
- 9.2.9. Any dissemination activities relating to Intellectual Property and know-how shall be documented by the JRP-Coordinator in a plan for use and dissemination as part of the reporting in accordance with the JRP Reporting Guidelines. This information shall be made available if requested by EURAMET or by the European Commission.
- 9.2.10. The JRP-Coordinator shall, if applicable, forward the list of Collaborators to EURAMET in due time after signature of this JRP-Contract and, if necessary, an updated list throughout the lifetime of the JRP.
- 9.2.11. The JRP-Coordinator shall be responsible to provide to the EMRP Researcher Grant Beneficiaries the JRP-Consortium Agreement.

9.3. JRP-PARTNERS

- 9.3.1. The JRP-Partners shall take all necessary and reasonable measures to ensure that all their activities and obligations under this JRP-Contract are carried out in accordance with the terms and conditions of this JRP-Contract and applicable rules. The planned distribution of tasks, budget, timescales, responsibilities and limitations for each JRP-Partner is specified in Annex Ia and Annex Ib.
- 9.3.2. The JRP-Partners shall make appropriate internal arrangements to ensure the efficient implementation of this JRP-Contract, and shall ensure that any agreement concluded between the JRP-Partners to this end does not contradict the provisions of this JRP-Contract.
- 9.3.3. The JRP-Partners shall be responsible for providing the JRP-Coordinator with all information required in a timely manner and in due form in order to meet the obligations of this JRP-Contract.
- 9.3.4. The JRP-Partners shall undertake to use reasonable endeavours:
- to inform each other and EURAMET (through the JRP-Coordinator) in due time of any event or circumstances which might affect the implementation or significantly delay the performance of the JRP.
 - to ensure the accuracy of information or materials it supplies hereunder and promptly to correct any errors herein.

- to inform each other and EURAMET (through the JRP-Coordinator unless otherwise directed by EURAMET) in due time of names, contact, legal and financial details of JRP-Partners (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.
 - to reply to instructions and requests from EURAMET in a timely manner.
 - to ensure that any agreements or contracts entered into between the JRP-Partner and any subcontractor, or other third party, contain provisions extending EURAMET and the Court of Auditors' right to audit any work carried out under the specific agreements for which costs are claimed from the EURAMET financial contribution.
 - to take part in meetings concerning the supervision, monitoring and evaluation of the JRP-Contract and the specific agreements which are relevant to it.
 - to take all necessary steps to avoid commitments that are incompatible with the obligations provided for in this JRP-Contract and inform the other JRP-Partners and EURAMET of any unavoidable obligations which may arise during the duration of the JRP-Contract which may have implications for any of its obligations under the JRP-Contract.
 - to provide EURAMET, the European Commission and Court of Auditors directly with information requested in the framework of controls and audits, as provided for in Clause 10.
 - to carry out the JRP in accordance with fundamental ethical principles.
 - to endeavour to promote equal opportunities between men and women in the implementation of the JRP.
 - to take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities, family or emotional ties or any other interests liable to influence the impartial and objective performance of the JRP and shall inform EURAMET without delay of any situation which could lead to such a conflict of interest.
 - to engage, whenever appropriate, with actors beyond the research community and with the public in order to foster dialogue and debate on the research agenda, on research results and on related scientific issues with policy makers and civil society; create synergies with education at all levels and conduct activities promoting the socioeconomic impact of the research.
- 9.3.5. The JRP-Partners shall allow EURAMET to take part in meetings concerning the JRP.
- 9.3.6. The JRP-Partners shall support the EMRP Programme Manager, the TP-Coordinator and the TP-Guardian in particular by delivering required information and progress reports, including a summary of the progress of work, an explanation of the use of the resources and a financial statement.

10. AUDIT AND CHECKS

- 10.1. EURAMET may initiate, arrange, and undertake technical and/or financial audits to be carried out on a JRP or individual organisation basis at any time during the implementation of the JRP and up to 31 December 2022.
- 10.2. Audits shall be deemed to be initiated on the date of receipt of the relevant letter sent by EURAMET. Any such audits shall be carried out on a confidential basis.
- 10.3. Audits may be carried out either directly by EURAMET, the European Commission staff (including the European Anti-Fraud Office (OLAF)), the European Court of Auditors, or

by any other duly authorised representatives (including external auditors and technical experts appointed by those named bodies).

- 10.4. In order to carry out these audits, the JRP-Partners shall ensure that EURAMET, the European Commission's Services, the European Court of Auditors, and any external body (ies) authorised by them have the appropriate right of access to its premises and to all the information, including information in electronic format, needed in order to conduct such audits.
- 10.5. EURAMET and the European Commission may carry out on-the-spot checks and inspections in accordance with its rules and Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the European Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EC) No 1073/1999 of the European Parliament and of the Council of 25 May 1999 concerning investigations conducted by the European Anti-Fraud Office (OLAF).
- 10.6. Financial audits and controls:
 - 10.6.1. Such audits may cover financial, systemic and other aspects (such as accounting and management principles) relating to the proper execution of the JRP-Contract.
 - 10.6.2. The JRP-Partners shall keep the originals or, in exceptional cases, duly authenticated copies – including electronic copies - of all documents relating to the JRP-Contract for up to 31 December 2022. These shall be made available to EURAMET or the European Commission where requested during any audit under the JRP-Contract.
 - 10.6.3. On the basis of the findings made during the financial audit, a provisional report shall be drawn up. It shall be sent by EURAMET or its authorised representative to the JRP-Partner concerned, which may make observations thereon within one month of receiving it. EURAMET may decide not to take into account observations conveyed or documents sent after that deadline. The final report shall be sent to the JRP-Partner concerned within two months of expiry of the aforesaid deadline.
 - 10.6.4. On the basis of the conclusions of the audit, EURAMET shall take all appropriate measures which it considers necessary, including the issuing of recovery or repayment orders regarding all or part of the payments made by it and the application of any applicable sanction.
- 10.7. Technical audits and reviews:
 - 10.7.1. The aim of a technical audit or review shall be to assess the work carried out under the JRP over a certain period, inter alia by evaluating the project reports and deliverables relevant to the period in question. Such audits and reviews may cover scientific, technological and other aspects relating to the proper execution of the JRP and the JRP-Contract.
 - 10.7.2. With respect to the JRP-Protocol (Annex Ia), the audit or review shall objectively assess the following:
 - the degree of fulfilment of the project work plan for the relevant period and of the related deliverables;
 - the continued relevance of the objectives and breakthrough potential with respect to the scientific and industrial state of the art;
 - the resources planned and utilised in relation to the achieved progress, in a manner consistent with the principles of economy, efficiency and effectiveness;
 - the management procedures and methods of the project;
 - the JRP-Partners' contributions and integration within the JRP;
 - the expected potential impact in economic, competition and social terms, and the JRP-Partners' plan for the use and dissemination of Foreground IP.

- 10.7.3. A report on the outcome of the audits and reviews shall be drawn up. It shall be sent by EURAMET to the JRP-Partner concerned, who may make observations thereon within one month of receiving it. EURAMET may decide not to take into account the observations conveyed after that deadline.
- 10.7.4. On the basis of the formal recommendations EURAMET will inform the JRP-Coordinator of its decision:
- to accept or reject the deliverables;
 - to allow the project to continue without modification of Annex Ia or with minor modifications;
 - to consider that the *project* can only continue with major modifications;
 - to initiate the termination of the JRP-Contract or of the participation of any JRP-Partner according to Clause 19;
 - to issue a recovery order regarding all or part of the payments made by EURAMET and to apply any applicable sanction.
- 10.7.5. An ethics audit may be undertaken at the discretion of EURAMET up to five years after the end of the project. Clauses 10.2, 10.3, 10.4, 10.7.3, and 10.7.4 shall apply *mutatis mutandis*.

11. RECOVERY, REPAY AND SANCTIONS

- 11.1. If any amount is unduly paid by EURAMET to a JRP-Partner or if recovery is justified under the terms of this JRP-Contract, the JRP-Partner concerned undertakes to repay EURAMET the amounts in question on whatever terms and by whatever date EURAMET may specify in a recovery order.
- 11.2. Sums owed to EURAMET may be recovered by offsetting them against any sums it owes to the JRP-Partner concerned, after informing the latter accordingly. The JRP-Partner's prior consent shall not be required.
- 11.3. A JRP-Partner leaving the JRP-Consortium shall refund all payments it has received except the amount of contribution accepted by EURAMET.
- 11.4. EURAMET may claim liquidated damages in addition to the recovery from a JRP-Partner which is found to have overstated expenditure and which has consequently received unjustified EURAMET financial contribution.

The amount of liquidated damages is calculated according to the following formula:

$$\text{Liquidated damages} = \text{unjustified financial contribution} \times \left(\frac{\text{overstated amount}}{\text{total financial contribution claimed}} \right)$$

The calculation of any liquidated damages shall only take into consideration the reporting period(s) relating to the JRP-Partner's claim for the EURAMET financial contribution for that period. It shall not be calculated in relation to the entire EURAMET financial contribution.

EURAMET shall inform the JRP-Partner which it considers liable to pay liquidated damages in writing of its claim by way of a registered letter with acknowledgement of receipt. The JRP-Partner shall have a period of 30 days to answer EURAMET's claim.

The procedure for repayment of unjustified EURAMET financial contribution and for payment of liquidated damages will be determined in accordance with the provisions of Clause 11. Liquidated damages will be deducted from any further payment or will be subject to recovery by EURAMET.

- 11.5. In the case that a JRP-Partner has been guilty of making false declarations or has been found to have seriously failed to meet its obligations under this JRP-Contract, such JRP-Partner shall be liable to financial penalties of between 2 % and 10 % of the value of the EURAMET financial contribution received.
- 11.6. Bank charges occasioned by the recovery of the sums owed to EURAMET shall be borne solely by the JRP-Partner concerned.

12. CONFIDENTIALITY

- 12.1. Without prejudice to the EURAMET rules on publication and public access to documents, EURAMET and the JRP-Partners undertake to preserve the confidentiality of any document, information or other material directly related to the subject of this JRP-Contract, which is clearly identified as confidential, unless EURAMET and/or the JRP-Partners agree otherwise.
- 12.2. EURAMET and the JRP-Partners shall remain bound by this obligation after the end of the JRP-Contract for a period of five years.
- 12.3. Any JRP specific confidentiality provisions between the JRP-Partners are dealt within the JRP-Consortium Agreement.
- 12.4. Any JRP specific confidentiality provisions between the JRP-Partners and Collaborators are dealt within the Exchange of Letters.
- 12.5. All personal data contained in the JRP-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 JRP-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 JRP-Contract.

JRP-Partners 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. JRP-Partners may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

EURAMET may use relevant personal data of the JRP-Partners related to the EMRP for information and communication purposes.

13. PUBLICATION AND PUBLIC ACCESS

- 13.1. The JRP-Consortium and/or the JRP-Partner(s) shall take all appropriate measures to publicise the fact that the JRP has received funding from the European Union.
- 13.2. The JRP-Consortium and/or the Partners shall undertake to use reasonable endeavours to publish the results of the JRP's research activities. All material relating to the EMRP (including printed and electronic publications as well as websites) shall respect the relevant EURAMET rules on corporate design.
- 13.3. The JRP-Consortium and/or the JRP-Partner(s) shall ensure that all printed and electronically published material (such as in publications, reports, presentations, poster, publicity material, patents etc.) related to the EMRP and JRP respectively, acknowledges that the JRP was carried out "*with funding by the European Union*".

All published material shall include the following statement to indicate the co-funding by the European Union:

“The EMRP is jointly funded by the EMRP participating countries within EURAMET and the European Union.”

The JRP-Consortium and/or the JRP-Partner(s) shall ensure to acknowledge the financial support from the European Union in their external communication and shall display in an appropriate way the logo⁴.

This authorisation to use the logo implies no right of exclusive use. It does not permit the appropriation of the logo, or any similar trademark or logo, whether by registration or by any other means.

13.4. The JRP-Partners authorise EURAMET and the European Commission to publish required data and information related to the JRP in any form and medium, including via the Internet, which are:

- the name and identification of the JRP;
 - the name and contact address of the JRP-Partners;
 - the amount of the EURAMET financial contribution;
- If the beneficiary is a natural person, his or her further personal data may be published only with his or her prior agreement.
- the general purpose of the JRP in the form of the summary provided by the JRP-Consortium;
 - total eligible costs of the JRP (as budgeted ex-ante in funding agreements, as claimed in cost statements or as audited, whichever more accurate data is available to EURAMET and/or the European Commission);
 - the geographic location of the activities carried out;
 - any publishable report, publishable deliverable or other publishable document submitted to EURAMET and/or the European Commission.

The JRP-Consortium 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 a JRP-Partner, EURAMET and/or the European Commission may agree to forego such publicity if disclosure of the information indicated above would risk compromising the JRP-Partner's security, academic or commercial interests.

13.5. EURAMET established a repository for publications in the scope of the EMRP on its website. The repository consists of a password protected section for EURAMET-internal purposes and an open access section which is available to the public. All JRP-Partners shall provide at least a PDF-file of all their JRP-related publishing activities to the Internal Part of the Repository.

In addition, the JRP-Partners have to make their best efforts to provide a direct link to their publication or a post-print of their publication to the Open Access Part of the Repository through negotiation with the publisher so that it becomes freely and electronically available to anyone. By depositing a post-print of the publication in the Open Access Part, the JRP-Partner concerned shall grant a right of use in favour of EURAMET automatically without requirement for further written agreement.

14. INTELLECTUAL PROPERTY RIGHTS (IPR)

14.1. The EMRP IPR Policy⁵ shall be based on the Rules for Participation in the Seventh Framework Programme (FP7) and shall follow the general FP7 IP-related rules contained in Annex II of the FP7 Model Grant Agreement.

⁴ The logo can be downloaded from the following webpage: www.emrponline.eu/downloads.

- 14.2. The JRP-Partners shall agree within its JRP-Consortium Agreement how to apply the EMRP IPR Policy and shall specify their rights in respect of IPR in accordance with this JRP-Contract and the EMRP IPR Policy.

15. LIABILITY AND FORCE MAJEURE

- 15.1. All JRP-Partners shall be collectively responsible for the technical implementation of the JRP, as described in the JRP-Protocol (Annex Ia of this JRP-Contract). To that end each JRP-Partner shall take all necessary and reasonable measures to attain the objectives of the JRP, and to carry out the work incumbent on any defaulting JRP-Partner.

In case of non-performance or poor performance of a JRP-Partner, EURAMET shall have the right to terminate its participation. The procedure established in Clause 19 will apply.

- 15.2. All JRP-Partners shall be liable for the funds they have received. If the European Commission or EURAMET claims any reimbursement, indemnity or payment of damages relating to matters of this JRP the JRP-Partner whose default has caused the claim shall pay to EURAMET the full amount of such reimbursement, indemnity, or payment of damages immediately. If the funds cannot be recovered by EURAMET from the responsible JRP-Partner for any reason (for example its organisation enters into liquidation) liability shall be assumed by the other JRP-Partners in relative proportions to their funding received.

- 15.3. The JRP-Partners shall have sole responsibility for complying with any legal obligations incumbent on them.

The JRP-Partners shall assume sole liability towards third parties, including for damage of any kind sustained by them while the JRP is being carried out.

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

- 15.4. Except in cases of force majeure, the JRP-Partners shall make good any damage sustained by EURAMET as a result of the execution or faulty execution of the JRP.

Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this JRP-Contract by the parties, which is beyond their control and cannot be overcome despite their reasonable endeavours. Any default of a product or service or delays in making them available for the purpose of performing this JRP-Contract and affecting such performance, including, for instance, anomalies in the functioning or performance of such product or service, labour disputes, strikes or financial difficulties do not constitute force majeure.

If any of the JRP-Partners is subject to force majeure liable to affect the fulfilment of its obligations under this JRP-Contract, the JRP-Coordinator shall notify EURAMET without delay, stating the nature, likely duration and foreseeable effects.

If EURAMET is subject to force majeure liable to affect the fulfilment of its obligations under this JRP-Contract, it shall notify the JRP-Coordinator without delay, stating the nature, likely duration and foreseeable effects.

No party shall be considered to be in breach of its obligation to execute the project if it has been prevented from complying by force majeure. Where JRP-Partners cannot fulfil their obligations to execute the project due to force majeure, remuneration for accepted eligible costs incurred may be made only for tasks which have actually been

⁵ See Definition in Clause 1.11 of this Contract.

executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

16. SUBCONTRACTING

- 16.1. Subcontracting in significant matters is not permitted under this JRP-Contract.
- 16.2. A subcontractor is a third party which has entered into an agreement on business conditions with one or more JRP-Partners, in order to carry out part of the work of the project without the direct supervision of the JRP-Partner and without a relationship of subordination.

Provisions of this JRP-Contract applying to subcontractors shall also apply to external auditors who certify financial statements or a methodology.

- 16.3. Subcontracting may concern only certain parts of the JRP, as the implementation of the JRP lies with the JRP-Partner(s). The JRP-Partner(s) shall remain responsible for all its rights and obligations under this JRP-Contract, including the tasks carried out by a subcontractor.
- 16.4. Where it is necessary for the JRP-Partner to subcontract certain elements of the work to be carried out, the JRP-Partner shall ensure that principles of best value for money (best price-quality ratio), conditions of transparency and equal treatment are used before selecting a subcontractor.

The following conditions must be fulfilled:

- subcontracts may only cover the execution of a limited part of the JRP;
- recourse to the award of subcontracts must be duly justified in Annex Ia and Annex Ib having regard to the nature of the JRP and what is necessary for its implementation;
- recourse to the award of subcontracts by a JRP-Partner may not affect the rights and obligations of the JRP-Partners regarding Background IP and Foreground IP;
- Annex Ia and Annex Ib must indicate the tasks to be subcontracted and an estimation of the costs;
- in case that subcontracting to third parties of any activities is not specifically identified in Annex Ia and Annex Ib as a subcontract activity when signing the JRP-Contract, the award of this subcontract requires the prior written approval of EURAMET. The request for approval shall include a justification of the rationale, content and cost.

Subcontracts concluded on the basis of framework contracts entered into between a JRP-Partner and a subcontractor, prior to the beginning of the JRP in accordance with the JRP-Partner's usual management principles may also be accepted.

- 16.5. Subcontracting related to this JRP-Contract is not allowed between the JRP-Partners.
- 16.6. Collaborators are not to be regarded as subcontractors.

17. DISPUTES

Any dispute under this JRP-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 JRP-Partners 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 JRP-Partners concerned.

18. SUSPENSION OF THE JRP

- 18.1. The JRP-Coordinator can propose to suspend the whole or part of the JRP in the case that exceptional circumstances make the implementation of this JRP impossible or exclusively difficult. The JRP-Coordinator shall inform EURAMET in writing without delay of such circumstances, including full justification and information related to the event, as well as an estimation of the date when the work on the JRP will begin again.
- 18.2. EURAMET may suspend the whole or part of the project where it considers that the JRP-Consortium is not fulfilling its obligations according to this JRP-Contract. The JRP-Coordinator shall be informed without delay of the justification for such an event and the conditions necessary to reinstate the work again. The JRP-Coordinator shall inform the other JRP-Partners. This suspension takes effect 10 days after the receipt of the notification by the JRP-Coordinator.
- 18.3. During the period of suspension, no costs may be charged to the JRP for carrying out any part of the JRP that has been suspended.
- 18.4. The suspension of the whole or part of the JRP may be lifted once the parties to the JRP-Contract have agreed on the continuation of the JRP and, as appropriate, any necessary modification, including extension of the duration of the JRP, has been identified by means of a written amendment.

19. TERMINATION

- 19.1. This JRP-Contract may be terminated if exceptional circumstances make the implementation of this JRP impossible or excessively difficult. In the event of termination, the terminating party shall inform the others without delay giving full details of the cause.
- 19.2. The JRP-Contract may be terminated by EURAMET for the following reasons:
 - 19.2.1. In the event that the European Commission terminates the contractual relationship with EURAMET or insists on changes that no longer allows continuation of this JRP-Contract.
 - 19.2.2. In the event that EURAMET identifies or becomes aware of
 - a non-performance or delay, or
 - an infringement,EURAMET will give written notice to such JRP-Partner and inform the JRP-Coordinator requiring that such non-performance or delay be remedied within 30 calendar days, or such infringement be refuted or, if appropriate, corrected within 30 calendar days.

If such non-performance or delay, or if such infringement is substantial and is not remedied, refuted or corrected within that period or is not capable of remedy, EURAMET may decide to declare the JRP-Partner to be a defaulting party and to decide on the consequences thereof which may include termination of its participation.
 - 19.2.3. EURAMET may particularly terminate the JRP-Contract or the participation of a JRP-Partner in the following cases:
 - a. where one or more of the legal entities identified in Clause 2 do not accede to this JRP-Contract or do not sign the JRP-Consortium Agreement.
 - b. in case of non-performance or poor performance of the work or breach of any substantial obligation imposed by this JRP-Contract that is not remedied following a written request to the JRP-Consortium to rectify the situation within a period of 30 days;

- c. where the JRP-Partner has deliberately or through negligence committed an irregularity in the performance of any JRP-Contract with EURAMET;
- d. where the JRP-Partner has contravened fundamental ethical principles;
- e. where the required reports or deliverables are not submitted or EURAMET does not approve the reports or deliverables submitted;
- f. for major technical or economic reasons substantially adversely affecting the completion of the JRP;
- g. if the potential use of the Foreground IP diminishes to a considerable extent;
- h. where a legal, financial, organisational or technical change or change of control of a JRP-Partner calls into question the decision of EURAMET to accept its participation;
- i. where any such change identified in h. above or termination of the participation of the JRP-Partner(s) concerned substantially affects the implementation of the JRP, or the interests of EURAMET or the European Union, or calls into question the decision to grant the EURAMET financial contribution;
- j. in case of force majeure notified in conformity with Clause 15.4, where any reactivation of the JRP after suspension is impossible;
- k. where the conditions for participation in the JRP established by EURAMET or as amended by the call for proposals to which the JRP was submitted are no longer satisfied, unless EURAMET considers that the continuation of the JRP is essential to the implementation of the EMRP;
- l. where a JRP-Partner is found guilty of an offence involving its professional conduct by a judgment having the force of res judicata or if it is guilty of grave professional misconduct proven by any justified means;
- m. where further to the termination of the participation of one or more JRP-Partners, the JRP-Consortium does not propose to EURAMET an amendment to the JRP-Contract with the necessary modifications for the continuation of the JRP including the reallocation of task of the JRP-Partner whose participation is terminated within the time-limit determined by EURAMET, or where EURAMET does not accept the proposed modifications.
- n. where a JRP-Partner is declared bankrupt or is being wound up.

19.2.4. In case of termination by EURAMET, a termination letter shall be sent to the JRP-Partner whose participation shall be terminated (copy to the JRP-Coordinator) or to the JRP-Coordinator, if the JRP-Contract is terminated. In the termination letter EURAMET shall give the possibility to request redress within 15 days of reception of the letter.

19.3. The JRP-Contract may be terminated by the JRP-Consortium or by a JRP-Partner as follows:

19.3.1. The JRP-Consortium may terminate this JRP-Contract in case of technical or economic reasons substantially affecting the JRP.

19.3.2. In case of termination by the JRP-Consortium or by a JRP-Partner, a formal written request shall be submitted by the JRP-Coordinator to EURAMET with reasons for the termination. EURAMET shall take a formal decision within one month effective from the date of the receipt of the request. The JRP-Coordinator is deemed to act on behalf of all JRP-Partners when signing a request, an acceptance or rejection letter concerning an amendment as well as when requesting a termination.

19.3.3. Requests for termination of the participation of one or more JRP-Partners shall include:

- The JRP-Consortium's proposal for reallocation of the tasks and budget of that JRP-Partner,
- The reasons for requesting the termination,
- The proposed date on which the termination shall take effect,
- A letter containing the opinion of the JRP-Partner whose participation is requested to be terminated unless such letter is unobtainable, and
- The reports and deliverables referred to in Clause 6, relating to the work carried out by this JRP-Partner up to the date on which the termination takes effect, together with a comment of the JRP-Coordinator on behalf of the JRP-Consortium on these reports and deliverables and a declaration on distribution of payments to this JRP-Partner.

In the absence of receipt of such documents, the request shall not be considered as a valid request.

- 19.4. Where possible, termination shall take effect on the date agreed by the parties. Where there is no agreement, termination shall take effect on the date of EURAMET's approval.
- 19.5. In the event of termination of the participation of one or more JRP-Partner(s) or the EMRP Researcher Grant Beneficiary(ies), the JRP-Consortium shall have the obligation to continue carrying out the JRP by either replacing the defaulting JRP-Partner(s) or by redistributing the work amongst the remaining JRP-Partners.
- 19.6. In the event of termination of the JRP-Contract or of the participation of one or more JRP-Partner(s), the following shall apply:
- 19.6.1. Payments by EURAMET shall be limited to those eligible costs incurred and accepted up to the effective date of such termination and of any legitimate commitments taken prior to that date, which cannot be cancelled.
- 19.6.2. In the event that the total funding received exceeds the total eligible costs approved by EURAMET or the European Commission, the difference shall be reimbursed by the JRP-Partner concerned to EURAMET within 30 days of notification by the EMRP Programme Manager of the amount due.
- 19.6.3. Each JRP-Partner, or the JRP-Partner whose participation is terminated respectively, shall submit all required reports and deliverables. This includes issuing an interim report, recording work undertaken, results achieved, and resources used. Additionally, within 45 days of termination, this JRP-Partner shall provide appropriate financial statements and certificates on the financial statements (audit certificates) as would be generally required at the end of the JRP-Contract.
- 19.6.4. Where EURAMET makes a payment after the termination of the participation of a JRP-Partner or after termination of the JRP-Contract, this payment shall be considered as a final payment in relation to such JRP-Partner(s) or the JRP, respectively and in any case shall be done through the JRP-Coordinator.
- 19.6.5. In case of termination of the participation of one or more JRP-Partners, Annex Ia and Ib shall be amended.
- 19.6.6. Notwithstanding the termination of the JRP-Contract or the participation of one or more JRP-Partners, JRP-Partners leaving the JRP-Consortium shall be bound by the provisions of the JRP-Contract regarding the terms and conditions applicable to the termination of their participation.

20. AMENDMENTS AND CHANGES TO JRP-CONTRACT

- 20.1. Amendments to this JRP-Contract may be requested by any of the parties. Any request by the JRP-Consortium shall be submitted by the JRP-Coordinator. The JRP-

Coordinator is deemed to act on behalf of all JRP-Partners when requesting or accepting an amendment. The JRP-Coordinator shall ensure that adequate proof of the JRP-Consortium's agreement to such a request exists and is made available in the event of an audit or upon request of EURAMET.

In case of change of the JRP-Coordinator, the request may be submitted by all other JRP-Partners or by one of them representing the others.

20.2. 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 JRP-Contract, shall not constitute approval of the request.

20.3. Further JRP-Partners may join the JRP and accede to this JRP-Contract if the benefit is deemed to be appropriate and necessary and the JRP-Consortium agrees. The application of a new party to this JRP-Contract shall be forwarded by the JRP-Coordinator to the EMRP Programme Manager in writing and shall include supporting documents and information describing the work to be performed by the new JRP-Partner and, if required, associated costs of the new JRP-Partner.

The new JRP-Partner shall submit Form B "Accession of a new JRP-Partner to the JRP-Contract" (Annex IV of this JRP-Contract) in three originals, duly signed by the specified party(ies).

If required, the new JRP-Partner shall submit the 'Statement on Double Funding' (Annex V of this JRP-Contract) as referred to in Clause 5.6 of this JRP-Contract, in three originals, duly signed by the specified party(ies).

The new JRP-Partner shall accede to the JRP-Consortium Agreement. Clauses 3.4 and 3.5 of this JRP-Contract shall apply mutatis mutandis.

Acceding parties shall assume the rights and obligations of JRP-Partners as established by the JRP-Contract with effect from the date of their accession to the JRP-Contract.

For new parties acceding to this JRP, this JRP-Contract shall come into force as from the date agreed by the parties of this JRP-Contract.

20.4. All amendments to the JRP-Contract shall be in writing. EURAMET shall notify all JRP-Partners of any amendments or changes, or accession of new JRP-Partners. Any amendments or changes to this JRP-Contract shall not be in conflict with the Decision and contractual obligations in respect thereof.

20.5. Where the JRP-Consortium is involved in the selection of EMRP Researcher Grant Beneficiaries, they shall act in accordance with the instructions issued by EURAMET.

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

21. COMMUNICATION OF DATA AND INFORMATION TO BE PROVIDED

21.1. JRP-Partners shall provide, at the request of EURAMET, the data necessary for:

- the continuous and systematic review of the EMRP;
- the evaluation and impact assessment of activities of the EMRP, including the use and dissemination of Foreground IP.

Such data may be requested throughout the duration of the JRP and up to 31 December 2022.

The data collected may be used by EURAMET in its own evaluations but will not be published other than on an anonymous basis.

Without prejudice to the provisions regarding protection of Foreground IP, and confidentiality, the JRP-Partners shall, where appropriate, during the JRP and for two years following its end, inform the European Commission and the European standardisation bodies about Foreground IP which may contribute to the preparation of European or international standards.

- 21.2. The JRP-Partners shall make available any useful information in its possession on Foreground IP requested by EURAMET or the European Commission, provided that the following cumulative conditions are met:
- the JRP-Partners have not provided sound and sufficient reasons for withholding the information concerned;
 - the applicable European Community and European Union law on classified information does not prohibit such action.

22. COMPETITIVE STAGE 3 CALLS

- 22.1. When launching a Call for proposals for EMRP Researcher Excellence Grants and EMRP Researcher Mobility Grants, the JRP-Consortium shall identify and propose to EURAMET the participation of new EMRP Researcher Grant Beneficiaries following a competitive call in accordance with the provisions of the Decision and this Clause.
- 22.2. The JRP-Consortium shall publish the call for proposals in at least one international journal and in national newspapers in three participating States. It shall also be responsible for advertising the call widely using specific information support, particularly on Internet sites on the Seventh Framework Programme, in the specialised press and brochures, and through the national contact points set up by Member States and countries associated to the Seventh Framework Programme. In addition, the publication and advertising of the call for proposals shall conform to any instructions and guidance notes established by EURAMET. The JRP-Consortium shall inform EURAMET of the call and its content at least 30 days prior to its expected date of publication. EURAMET shall examine the conformity of the call with relevant rules, instructions and guidance notes.
- 22.3. The call for proposals shall remain open for at least five weeks.
- 22.4. The JRP-Consortium shall evaluate the proposals received with the assistance of at least two independent experts appointed by it on the basis of the Rules for Participation in the Seventh Framework Programme.
- 22.5. The JRP-Consortium shall propose to EURAMET to award the grant to an EMRP Researcher Grant Beneficiary and report on the administration of the call for proposals, including the manner of publication and the names and affiliation of the experts involved in the evaluation. Within 45 days of the receipt of this proposal, EURAMET shall either award the grant or refuse it if the selection was not in conformity with relevant rules, instructions and guidance notes.

23. MISCELLANEOUS PROVISIONS

- 23.1. This JRP-Contract shall be construed according to and governed by German law.
- 23.2. The JRP-Contract together with its Annexes, constitute the entire agreement between the parties in respect of the JRP.
- 23.3. Any provisions of this part of the JRP-Contract shall take precedence over the provisions of the JRP-Consortium Agreement and of any of its Appendices.
- 23.4. No rights or obligations of the JRP-Partners arising from this JRP-Contract may be assigned or transferred, in whole or in part, to any third party without the other JRP-Partners' prior formal approval.

- 23.5. EURAMET and the JRP-Consortium may agree by mutual consensus in writing that EURAMET executes all or part of the EMRP Researcher Grant Call process on behalf of the JRP-Consortium.
- 23.6. 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.

MODEL

SIGNATURES:

This JRP-Contract is done in 2 (two) originals in English.

For EURAMET

For the JRP-Coordinator

_____	_____
Name of authorised representative	Name of authorised representative
_____	_____
Function of authorised representative	Function of authorised representative
_____	_____
Signature of authorised representative	Signature of authorised representative
_____	_____
Place & Date	Place & Date

Name of JRP-Coordinator – responsible individual

Function of JRP-Coordinator – responsible individual

Signature of JRP-Coordinator – responsible individual