

EMRP RESEARCHER GRANT CONTRACT NO. ...

Researcher Excellence Grant (REG)

in reference to

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

PARTIES:

1. EURAMET e.V., Bundesallee 100, 38116 Braunschweig, Germany,
- Hereinafter referred to as EURAMET -
2. ... (*Home Organisation, full & short name & address*),
- Hereinafter referred to as Home 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 JRP Reference - bold])*' in order to enlarge the number of organisations with capacities closely relating to metrology within the EU Member States and FP7 associated countries.

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 (Home Organisation)
- Annex 4 – JRP-Contract (incl. Annex Ia)

¹ OJ L 257, 30.9.2009, p.12.

1. DEFINITIONS

Terms defined in the JRP-Contract (Annex 5 to this Contract) shall have the same meaning in this EMRP Researcher Grant Contract (hereinafter the “Contract”), unless defined below:

- 1.1. **“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-Contract.
- 1.2. For the Organisation REG, **“EMRP Researcher Grant Beneficiary(ies)”** means the organisation which receives, or may become eligible to receive funding from the EMRP Researcher Grant scheme according to the Decision No 912/2009/EC¹. Also referred to as **“Home Organisation”**, which means the organisation where the Research Activities under the EMRP Researcher Grant are carried out. The Home Organisation is responsible for the administration of REG finances.
- 1.3. **“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/EC¹ 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.
- 1.4. **“JRP-Contract”** means the agreement between EURAMET and the JRP-Consortium.
- 1.5. **“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.
- 1.6. **“JRP Reporting Guidelines”** means the reference document for reporting of the JRP and the EMRP Researcher Grant.
- 1.7. **“REG-Researcher”** means the responsible individual of the Home Organisation who acts as the interface between EURAMET, the Home Organisation and the JRP-Consortium regarding the EMRP Researcher Grant.
- 1.8. **“Research Activities”** means the activities related to the research under the EMRP Researcher Grant described in Annex 1 (Research Schedule) to this Contract and where applicable in Annex Ia of the JRP-Contract.

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/EC¹ and under the conditions laid down in this Contract.

The EMRP Researcher Grant is awarded on the understanding that the Home Organisation 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, and the Home Organisation, under the awarded EMRP Researcher Grant in conformity with the Decision.

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.

The country correction coefficients published by the European Commission at the moment of the signature of this Contract shall be applied to the allowances and contributions to take into account the cost of living and the national salary structure in the country/ies where the Research Activities are carried out. If the country correction coefficients published by the European Commission are increased by 10 % or more during the duration of this Contract, EURAMET reserves the right to adjust the EMRP Grant Award accordingly.

4.1.3. The EMRP Grant Award (the financial contribution of EURAMET to this EMRP Researcher Grant) consists of a flat-rate per researcher-month-effort that includes also the management costs and the indirect costs incurred for the implementation of the EMRP Researcher Grant and is set out in the Payment Schedule (Annex 2 to this Contract). It shall be managed by the Home Organisation for the expenses related to the implementation of the EMRP Researcher Grant awarded.

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 distribution of the advance payments of the EMRP Grant Award shall be limited to 90 % of the maximum EMRP Grant Award with a retention of 10 % kept by EURAMET until the final payment. The necessary financial adjustments of the EMRP Grant Award shall be made with the final payment subject of acceptance of the final report to EURAMET.

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 Home Organisation.

The total amount of payments by EURAMET shall not exceed in any circumstances the maximum amount of the EMRP Grant Award referred to in Clause 4.1.1 of this Contract as adjusted by the country correction coefficients published by the European Commission.

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 the EMRP Researcher Grant is not completed.
- if EURAMET terminates the corresponding JRP-Contract.
- if required by the European Commission.

4.2.2. If any amount is unduly paid by EURAMET to the Home Organisation or if recovery is justified under the terms of this Contract, the Home Organisation 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 Home Organisation, after informing the latter accordingly. The Home Organisation's prior consent shall not be required.

4.2.4. When EURAMET suspends the payment, the Home Organisation 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.

4.3. Double Funding

4.3.1. By signing the Declaration contained in Annex 3 to this Contract ('Statement on Double Funding'), the Home Organisation declares that it will not receive funding from any other national, European Union, or other international funding organisations for the Research Activities under the EMRP Researcher Grant described in this Contract.

4.3.2. If EURAMET suspects that this Declaration is false, the matter will be investigated and, if proven, will result in the termination of this Contract. In such case, the European Commission shall be informed. The procedure established in Clause 13 to this Contract for termination will apply.

4.3.3. The Home Organisation shall sign the Declaration in Annex 3 to this Contract ('Statement on Double Funding') at the latest 45 calendar days after the entry into

force of the EMRP Researcher Grant. The signed original copies shall be distributed following instructions on the form.

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 Home Organisation in accordance with the Payment Schedule (Annex 2 to this Contract).

5.1.3. EURAMET will not accept any responsibilities for claims for which the Home Organisation may be liable as an employer.

5.2. Home Organisation

5.2.1. The Home Organisation shall ensure that the tasks assigned to it in conjunction with the EMRP Researcher Grant are correctly and timely performed (e.g. the Research Activities identified in Annex 1 to this Contract (Research Schedule) and deliverables and reports are delivered).

5.2.2. The Home Organisation shall make appropriate internal arrangements to ensure the efficient implementation of this Contract, and shall ensure that these arrangements do not contradict the provisions of this Contract.

5.2.3. The Home Organisation shall immediately advise EURAMET of any deviation from Annex 1 to this Contract (Research Schedule) likely to impact on the time schedule, work progress and the Contract deliverables, together with a proposal for any necessary changes to this Contract.

5.2.4. The Home Organisation shall:

- a) provide, throughout the duration of the Contract, the means, including the infrastructure, equipment and products, for implementing the EMRP Researcher Grant in the scientific and technical fields concerned and to make these means available, as necessary.
- b) ensure that it complies with the obligations given in Clause 12 of the JRP-Contract (Confidentiality).
- c) ensure that it complies with the same obligations given in Clause 13 of the JRP-Contract (Publication and Public Access), in particular to acknowledge 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).
- d) 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 modification relating to the information having served as a basis for the selection of the Home Organisation;
 - any circumstance affecting the Contract, especially if any eligibility criteria cease(s) to be met during the duration of the EMRP Researcher Grant.
 - e) ensure delivery of Research Activities and contractual obligations and take measures to ensure that the reports and deliverables are completed.
 - f) 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.
 - g) carry out the EMRP Researcher Grant in accordance with fundamental ethical principles.
- 5.2.5. The Home Organisation 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 the JRP-Contract and this Contract.

Written confirmation shall be provided to EURAMET within one month after entry into force of the Contract that the Home Organisation has acceded to the JRP-Consortium Agreement, and that the Home Organisation 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.

- 5.2.6. The REG-Researcher named in Annex 1 to this Contract (Research Schedule) leads and represents the Home Organisation in all relevant scientific/technical matters regarding this EMRP Researcher Grant. He/she shall interface with EURAMET and shall be the intermediary between EURAMET, the JRP-Coordinator on behalf of the JRP-Consortium and the Home Organisation.

The REG-Researcher shall be in particular responsible for:

- the scientific/technical deliverables;
- technical output of this EMRP Researcher Grant;
- taking part in meetings concerning the EMRP Researcher Grant and/or JRP, either in person or by delegating to another person of the Home Organisation;
- preparing and submitting the reports to EURAMET via the JRP-Coordinator.

If the REG-Researcher leaves the role as interface during the lifetime of this EMRP Researcher Grant, the Home Organisation for this EMRP Researcher Grant will inform EURAMET and request an amendment to the Contract by proposing to EURAMET, within 20 days of being notified, a new REG-Researcher to take over the role and responsibilities as the interface for this EMRP Researcher Grant.

6. REPORTING

- 6.1. The Home Organisation shall be responsible for reporting to EURAMET.
- 6.2. The Home Organisation shall ensure that the REG-Researcher reports to EURAMET describing the progress on the Research Activities, and on training and knowledge transfer activities undertaken.

The Home Organisation shall ensure that the REG-Researcher provides the necessary information on the progress of his/her Research Activities to the JRP-Coordinator in

² See Definition in Clause 9 below and Clause 1.11 of the JRP-Contract (Annex 5 of this Contract).

accordance with the Research Schedule (Annex 1 of this Contract) in order that the JRP-Consortium can meet its obligations to report on the overall progress of the JRP to EURAMET on the due dates in accordance with the JRP-Contract.

The REG-Researcher's reports shall be submitted via the JRP-Coordinator to EURAMET.

The Home Organisation shall ensure that the REG-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.

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

- 6.3. 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.

- 6.4. 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

Home Organisation³:

... (Name of Representative of Home Organisation)

... (Name of Home Organisation)

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

³ This contact person is the main communicator concerning contractual, financial and administrative matters. He/she can be the same person as the REG-Researcher named in Annex 1 to this Contract (Research schedule).

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 Home Organisation 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 Home Organisation 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 Home Organisation related to the EMRP for information and communication purposes.
- 8.4. The Home Organisation 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 Home Organisation 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 Home Organisation, EURAMET and/or the European Commission may agree to forego such publicity if disclosure of the information indicated above would risk compromising the Home Organisation security, academic or commercial interests.

9. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 9.1. The Home Organisation together with the JRP-Consortium shall ensure that within the JRP-Consortium Agreement appropriate arrangements between the Home Organisation 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 Policy⁴ 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 9 (REG) and Clause 9 (RMG/ESRMG) respectively).

10. LIABILITY AND FORCE MAJEURE

- 10.1. The Home Organisation shall be responsible for the implementation of the Research Activities under this EMRP Researcher Grant.

In case of non-performance or poor performance, EURAMET shall have the right to terminate the EMRP Researcher Grant. The procedure established in Clause 13 to this Contract (Termination) will apply.

- 10.2. The Home Organisation 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 Home Organisation shall pay to EURAMET the full amount of such reimbursement, indemnity, or payment of damages immediately.

- 10.3. The Home Organisation shall have sole responsibility for complying with any legal obligations incumbent on them.

The Home Organisation 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 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 Home Organisation shall indemnify EURAMET accordingly.

- 10.4. Except in cases of force majeure, the Home Organisation shall make good any damage sustained by EURAMET as a result of the execution or faulty execution of the EMRP Researcher Grant.

Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this 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 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 the Home Organisation is subject to force majeure liable to affect the fulfilment of its obligations under this Contract, the Home Organisation shall notify EURAMET without delay, stating the nature, likely duration and foreseeable effects.

⁴ See Definition in Clause 1.11 of the JRP-Contract (Annex 5 of this Contract).

If EURAMET is subject to force majeure liable to affect the fulfilment of its obligations under this Contract, it shall notify the Home Organisation and 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 the Home Organisation cannot fulfil its obligations to execute the EMRP Researcher Grant due to force majeure, remuneration for accepted eligible costs incurred may be made only for tasks which have actually been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

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.

The procedure in Clause 10 of the JRP-Contract shall apply.

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. SUSPENSION

12.1. The Home Organisation can propose to suspend the whole or part of the EMRP Researcher Grant in the case that exceptional circumstances make the implementation of this EMRP Researcher Grant impossible or exclusively difficult.

12.2. The Home Organisation 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 EMRP Researcher Grant will begin again.

A failure to respond by EURAMET within 45 days shall not constitute approval of the request.

This suspension takes effect 10 days after the receipt of the notification by the Home Organisation.

12.3. During the period of suspension, no costs may be charged to the EMRP Researcher Grant for carrying out any part of the EMRP Researcher Grant that has been suspended.

12.4. The suspension of the whole or part of the EMRP Researcher Grant may be lifted once the parties to the Contract have agreed on the continuation of the EMRP Researcher Grant and, as appropriate, any necessary modification, including extension of the duration of the EMRP Researcher Grant, has been identified by means of a written amendment.

12.5. The extension shall be equal to the period of suspension. In the case that the extension of the EMRP Researcher Grant results in a extension of the JRP, the Research Activities shall be adjusted or re-distributed to align with the revisions to the associated JRP.

EURAMET reserves the right not to accept the proposed adjustment or re-distribution, in cases where it is considered detrimental to the proper implementation of the EMRP Researcher Grant and/or JRP.

13. TERMINATION

13.1. 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 of the Home Organisation, in respect to the obligations under this Contract;
- If the required EURAMET financial contribution is not available;
- If other important reasons give cause for serious concern.

13.2. Termination of this Contract at EURAMET's initiative shall be notified to the Home Organisation, and shall take effect on the date indicated in the notification and at the latest 30 days after its receipt by the Home Organisation.

Within 45 days after the effective date of termination, the EMRP Researcher Grant Beneficiary(ies) shall submit all required reports and deliverables referred to in Clause 6 of this Contract (Reporting) relating to the work carried out up to that date. In the absence of receipt of such documents within the above time-limits, EURAMET may, after providing 30 days notice in writing of the non-receipt of such documents, determine not to take into account any further cost claims and not to make any further reimbursement and, where appropriate, require the reimbursement of payments due by the Home Organisation.

13.3. In case of termination by the Home Organisation, a formal written request shall be submitted by the Home Organisation 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.

13.4. The EMRP Researcher Grant Beneficiary(ies) shall provide the reports and deliverables referred to in Clause 6 to this Contract (Reporting) relating to the work carried out up to the date on which the termination takes effect.

13.5. Where EURAMET makes a payment after the termination of this Contract, this payment shall be considered as the final payment.

14. AMENDMENTS AND CHANGES TO CONTRACT

14.1. 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.

14.2. 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.

15. 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 Home Organisation 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).

16. FINAL PROVISIONS

- 16.1. This Contract shall be construed according to and governed by German law.
- 16.2. This Contract together with its Annexes, constitute the entire agreement between the parties in respect of the EMRP Researcher Grant.
- 16.3. Except for contract clauses governing IPR, any provisions of this part of the Contract shall take precedence over the provisions of 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).
- 16.4. 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.
- 16.5. Subcontracting shall not be permitted under this Contract. The JRP-Consortium Agreement shall not be regarded as subcontract.
- 16.6. 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.
- 16.7. 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 two (2) originals in English.

For EURAMET

For the Home Organisation

Jörn Stenger

Name of authorised representative

EMRP Chair

Function of authorised representative

Signature of authorised representative

Place & Date

Name of legal entity

Name of authorised representative

Function of authorised representative

Signature of authorised representative

Place & Date

Name of REG-Researcher

Function of REG-Researcher

Signature of REG-Researcher