



EUROPEAN COMMISSION
RESEARCH DIRECTORATE-GENERAL

Directorate J - Energy
J5-Administration and finance

Brussels, 15-11-2006
DC(2006)ME/gt/544236

REGISTERED

RESEAU EUROPEEN POUR
L'ENSEIGNEMENT DU
NUCLEAIRE
CENTRE DE SACLAY, INSTN
DR PETER PAUL DE REGGE
BÂT. 395
F-91191 GIF-SUR-YVETTE

Subject: Contract n° 036414
"ENEN-II"

Dear Dr De Regge,

Please find enclosed the above contract duly signed on 09/11/2006 on behalf of the Commission.

The contract entered into force on that day. In accordance with the terms of the contract, the official commencement date of the project is 01/10/2006. You are requested to distribute a copy to each partner of the consortium.

Could you please ensure that for each contractor one of the three signed originals of the accession Form A is sent to the Commission by the contractually agreed due date, i.e. within 45 calendar days after entry into force of the contract. If they are not received by then, the Commission will no longer be bound by its offer and may terminate the contract according to Article 2.2 of the contract. The partners' Form A, duly signed by the person identified in the contract to represent the organisation and countersigned by the person authorised to represent your organisation, is due to be sent without delay to the Commission at the following address:

EUROPEAN COMMISSION
DG RTD - J5 Administration and Finance
Mr. Mats ERICSSON
Office CDMA 1/05
B-1049 BRUXELLES

Within 45 days following the reception of forms A from the Consortium you should receive the initial pre-financing of 720,000.00 EUR¹ for the consortium foreseen under the terms

¹ as indicated in Article 8.2 of the contract as indicated in Article 8.2 of the contract.

Commission européenne, B-1049 Bruxelles / Europese Commissie, B-1049 Brussel - Belgium. Telephone: (32-2) 299 11 11, Office: CDMA 01/5. Fax: (32-2) 29432 2 2987420.

Mats.A.Ericsson@ec.europa.eu

of the contract.

This amount should be distributed in accordance with the terms of the contract, in particular Art. 8 (payment modalities) and 9 (specific clauses), and any relevant provisions of the consortium agreement.

If you have any further questions, please do not hesitate to contact us.

Yours faithfully,



Mats ERICSSON
Negotiator

Cc: Project Officer: Mr G. VAN GOETHEM CDMA 01/47
Financial Officer: Mr. L. LENOIR CDMA 01/32

COMMISSION OF THE EUROPEAN COMMUNITIES
RESEARCH DIRECTORATE-GENERAL

Research and training on nuclear energy

Coordination Action

ENEN-II

**Consolidation of European Nuclear Education, Training and Knowledge
Management**

Contract Number 036414

CONTRACT No 036414

Coordination Action

The European Atomic Energy Community (the "Community"), represented by the Commission of the European Communities (the "Commission"), itself represented for the signature of this contract by Jose Manuel SILVA RODRIGUEZ, Director General for Research Directorate-General or his duly authorised representative,

of the one part,

and RESEAU EUROPEEN POUR L'ENSEIGNEMENT DES SCIENCES NUCLEAIRES, established in CEA SACLAY - Institut National des Sciences et Techniques Nucleaires - Batiment 395, Gif-sur-Yvette, F-91191, France, represented by Joseph SAFIEH, President, and/or Phillip Beeley, Vice - President, or her/his/their authorised representative the contractor acting as coordinator of the consortium, (the "coordinator") and the other contractors identified in Article 1.2 below,

of the other part

HAVE AGREED to the following terms and conditions established in this contract and its annexes (the "contract").

Article 1 - Scope

1. The Community agrees to grant a financial contribution for the implementation of a project called *Consolidation of European Nuclear Education, Training and Knowledge Management (ENEN-II)* within the framework of the specific programme (Euratom) for research and training on nuclear energy (the "specific programme").

2. The consortium is composed of the contractor acting as coordinator and the following legal entities, who shall accede to the contract in accordance with the procedure referred to in Article 2, as contractors assuming the rights and obligations established by the contract with effect from the date on which it enters into force:

- M U VENTURES LIMITED, established in North London Business Park Oakleigh Road South, London, N11 1QS, United Kingdom represented by MARION LOCKE, Commercial Manager, and/or STEPHEN EVANS, Companies Accountant, or her/his/their authorised representative ("contractor")
- UNIVERSITY COLLEGE DUBLIN, NATIONAL UNIVERSITY OF IRELAND, DUBLIN, established in Belfield, Dublin, 4, Ireland represented by Donal Doolan, Head, Financial Management, and/or John Kenny, Operations Accountant, or her/his/their authorised representative ("contractor")
- UNIVERSITETET FOR MILJO OG BIOVITENSKAP, established in Høgskolev. 12, Aas, 1432, Norway represented by Tove Fjeld, Head of Department, or her authorised representative ("contractor")
- WESTLAKES RESEARCH LTD, established in Westlakes Science and Technology Park, Moor Row, CA243JY, United Kingdom represented by Steve Bradley, Chief Executive Officer, and/or George Coulthard, Company Secretary, or her/his/their authorised representative ("contractor")
- INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE, established in Avenue du Général de Gaulle 73-83, Clamart, 92140, France represented by Jacques REPUSSARD, Director-General, or her/his/their authorised representative ("contractor")

- LUNDS UNIVERSITET, established in Paradisgatan 5c, Lund, 22100, Sweden represented by Forslid TORUN, Head of Faculty Office, and/or Anna Von Barth, International Relations Manager, or her/his/their authorised representative ("contractor")
- ESV EURIDICE GIE - EUROPEAN UNDERGROUND RESEARCH INFRASTRUCTURE FOR THE DISPOSAL OF WASTE IN A CLAY ENVIRONMENT, established in Boeretang 200, Mol, 2400, Belgium represented by Jean-Paul MINON, Chairman of the Board, or his authorised representative ("contractor")
- CONSORZIO INTERUNIVERSITARIO PER LA RICERCA TECNOLOGICA NUCLEARE, established in via Flavia 104, Roma, 56126, Italy represented by GIUSEPPE FORASSASSI, President, or his authorised representative ("contractor")
- INSTITUT NATIONAL POLYTECHNIQUE DE LORRAINE, established in Avenue de la Foret de Haye 2, Vandoeuvre-Les-Nancy, 54501, France represented by Louis SCHUFFENECKER, President, or his authorised representative ("contractor")
- AGENCE NATIONALE POUR LA GESTION DES DECHETS RADIOACTIFS, established in 1-7 rue Jean Monnet - Parc de la Croix Blanche, Chatenay Malabry, 92298, France represented by Marie-Claude DUPUIS, Chief executive director, or her authorised representative ("contractor")
- TECHNISCHE UNIVERSITAET CLAUSTHAL, established in Adolph-Roemer-Strasse 2A, Clausthal-Zellerfeld, 38678, Germany represented by Hans-Peter Beck, Vice-President, and/or Dieter Holste, Dezerent fuer Finanzanzen, or her/his/their authorised representative ("contractor")
- ECOLE POLYTECHNIQUE, established in Route de Saclay, Palaiseau, 91128, France represented by MAURICE ROBIN, Directeur Général Adjoint Recherche, or his authorised representative ("contractor")
- SPRAVA ULOZIST RADIOAKTIVNICH ODPADU, established in Dlazdena 6, Prague 1, 11000, Czech Republic represented by Vitezslav Duda, Director, and/or Karel Kunc, Geotechnical Projects Manager, or her/his/their authorised representative ("contractor")
- UNIVERSIDADE DA CORUNA, established in rua de Maestranza s/n, La Coruna, 15001, Spain represented by CONCEPCION HERRERO LOPEZ, VICEPRESIDENT OF RESEARCH, or her authorised representative ("contractor")
- POSIVA OY, established in -, Olkituoto, 27160, Finland represented by EERO PATRAKKA, President, and/or MARKKU KETTUNEN, Vice President, Administration, or her/his/their authorised representative ("contractor")
- GNS GESELLSCHAFT FUR NUKLEAR-SERVICE mbH, established in Hollestrabe 7 A, Essen, 45127, Germany represented by HANNS NASER, Head Legal Department, and/or KLAUS-JUERGEN BRAMMER, or her/his/their authorised representative ("contractor")
- DBE TECHNOLOGY GMBH, established in Eschenstrasse 55, Peine, 31201, Germany represented by Hartmut MEYER, Managing Director, and/or Jurgen KRONE, General Manager, or her/his/their authorised representative ("contractor")

(hereinafter referred to as the "contractors").

3. The *consortium* shall carry out the work set out in Annex I to this *contract* (the "*project*") in accordance with the conditions set out in this *contract*.

4. The *contractors* are deemed to have concluded a *consortium agreement* regarding the internal operation and management of the *consortium*. The *consortium agreement* shall include all aspects necessary for the management of the *consortium* and the implementation of the *project* as well as any necessary intellectual property provisions.

Article 2 - Constitution of the *consortium*

1. The *coordinator* shall ensure that the legal entities identified in Article 1.2 complete the formalities for them to accede to the *contract*. At the latest 45 calendar days after the entry into force of the

contract, the *coordinator* shall send to the *Commission* one of the three duly completed and signed originals of Form A (set out in Annex IV), which shall be obtained from each of the *contractors* identified in Article 1.2. The two remaining signed originals shall be kept by the *coordinator* and the *contractor* concerned and be made available for consultation at the request of any other *contractor*.

2. Should any legal entity identified in Article 1.2 fail or refuse to accede to the *contract* within the deadline established in the previous paragraph, the *Commission* is no longer bound by its offer to contract with the said legal entity(ies). The *Commission* may terminate the *contract* in accordance with Article II.15.5, where any legal entity identified in Article 1.2 does not accede to the *contract* in accordance with the provisions established by the *Commission*.

3. However, the *consortium* may propose appropriate solutions to the *Commission* to ensure the implementation of the *project* including, where necessary, the accession to the *contract* of legal entities other than those identified in Article 1.2 in accordance with the provisions in Article 3.

4. In the case of termination, no costs incurred by the *consortium* under the *project* up to the date of *contract* termination can be approved or accepted as eligible for reimbursement by the *Community* financial contribution. Any *pre-financing* provided to the *consortium* and any interest generated by the *pre-financing* must be returned in full to the *Commission* within 30 days of notification of termination.

Article 3 - Evolution of the *consortium*

The *consortium* may be enlarged to include other legal entities, which shall accede to the *contract* by means of Form B (set out in Annex V). The *Commission* is deemed to have accepted this legal entity as a *contractor* in the *consortium*, if it does not object within six weeks of receipt of Form B. Any new *contractor* shall comply with the participation rules established by the *Rules for Participation*. This is subject to any condition required by the *Financial Regulation* or other formalities that may be required by any other provision of this *contract*.

They shall assume the rights and obligations of *contractors* as established by the *contract* with effect from the date of their accession to the *contract*. *Contractors* leaving the *consortium* shall be bound by the provisions of the *contract* regarding the terms and conditions applicable to the termination of their participation.

Article 4 - Entry into force of the *contract* and duration of *project*

1. This *contract* shall enter into force on the day of its signature by the *coordinator* and the *Commission*.

2. The duration of the *project* shall be 24 months from 1st October 2006 (hereinafter referred to as the "*start date*").

This *contract* shall be completed once the rights and obligations of all the parties to the *contract* have been met. The implementation and payment phases relating to the *project* must be completed by the *final implementation date* of the *contract*.

The provisions set out in Articles II.7, II.9, II.10, II.11, II.29, II.30, II.31 and Part C of Annex II shall continue to apply after the *final implementation date* as well as any provisions in Annex III which specifically state that they shall continue to apply after the *final implementation date*.

Article 5 - *Community* financial contribution

The *Community* financial contribution shall be in the form of a grant to the budget.

The maximum *Community* contribution to the *project* shall be 1,150,000.00 EUR (one million one hundred and fifty thousand Euro and zero Cents). The *Community* financial contribution shall be

limited to the maximum rates of contribution to the activities identified in Part B of Annex II, as modified by any provision of Annex III. Annex I indicates the estimated breakdown of costs and activities to be carried out under the *project*.

Article 6 - Reporting periods

The *project* is divided into reporting periods of the following duration:

- P1: from month 1 to month 12
- P2: from month 13 to the last month of the *project*.

Article 7 - Reports

1. Reports referred to in Article II.7.2 shall be submitted for each reporting period identified in Article 6 within 45 days of the end of the period in question. Reports shall be submitted in English.

2. Reports referred to in Article II.7.3 shall be submitted at the latest 45 days after the end of the following periods:

- P2 covering reporting periods from P1 to the last reporting period of the *project*.

3. In addition to the reports for the last period, final activity and financial reports referred to in Article II.7.4 (except for the report referred to in Article II.7.4.d)) shall be submitted to the *Commission* at the latest 45 days after the end of the *project*. This delay may be increased by 45 days at the request of the *consortium*. Where the work is completed before the end of the duration of the *project*, the related activity and financial reports shall cover the period up to that date.

Article 8 - Payment modalities

1. The *Community* financial contribution to the *project* shall be paid to the *coordinator* on behalf of the *contractors* in accordance with the following provisions:

- a) the *consortium* shall determine the allocation of each tranche of the *Community* financial contribution between the *contractors*, in accordance with this *contract* and any relevant provisions in their *consortium agreement*.
- b) the payment of the *Community* financial contribution to the *coordinator* discharges the *Commission* from its obligation to make this payment to the *contractors*.
- c) the *coordinator* shall distribute the *Community* financial contribution without unjustified delay. However, the initial *pre-financing* shall not be distributed to the *contractors* until the minimum number of *contractors* required by the *Rules for Participation* have acceded to the *contract*.

2. The *Community* financial contribution shall be paid in accordance with the provisions of Article II.28 and the following:

(a) *pre-financing* of 720,000.00 EUR (seven hundred and twenty thousand Euro and zero Cents) of the estimated *Community* financial contribution corresponding to the first reporting period and the first six months of the subsequent reporting period indicated in the table of estimated breakdown of costs for this period in Annex I, within 45 days following the date of entry into force of the *contract*.

(b) - within 45 days following approval by the *Commission* of the reports relating to each reporting period:

If an audit certificate has been submitted:

- i) a payment to settle the amounts justified and accepted during the reporting period; and

ii) an intermediate *pre-financing* of 85.00% of the estimated *Community* financial contribution corresponding to the subsequent period and the first six months of the period following, indicated in the table of estimated breakdown of costs for this period in Annex I.

Where the amount justified and accepted for the reporting period is less than the *pre-financing* already paid to the *consortium*, that part of the *pre-financing* is re-qualified as a payment and the *Commission* shall deduct the difference from the subsequent *pre-financing*.

Where the amount justified and accepted for the reporting period is more than the *pre-financing* already paid to the *consortium*, the *pre-financing* is re-qualified as a payment and the *Commission* shall add the difference as a complementary payment at the time of the payment of the subsequent *pre-financing*.

If an audit certificate has not been submitted:

i) an intermediate *pre-financing* of 85.00% of the estimated *Community* financial contribution corresponding to the subsequent period and the first six months of the period following, indicated in the table of estimated breakdown of costs for this period in Annex I.

Where the amount justified and accepted for the reporting period is less than the *pre-financing* already paid to the *consortium*, the *Commission* shall deduct the difference from the subsequent *pre-financing*.

Where the amount justified and accepted for the reporting period is more than the *pre-financing* already paid to the *consortium*, the *Commission* shall add the difference to the subsequent *pre-financing*, within the limits established by the *Financial Regulation*.

(c) within 45 days following approval by the *Commission* of the reports relating to the last period and the final reports referred to in Article II.7, the *Commission* shall pay a final payment for that period.

(d) Any payment at the end of a reporting period accompanied by an audit certificate shall be considered as final, subject to the results of any audit or review, which may be carried out pursuant to the provisions of Article II. 29.

Where less than 70% of a *pre-financing* has been used at the end of a reporting period, and notwithstanding the approval by the *Commission* of the related reports, subsequent intermediate *pre-financing* may be paid only:

(i) if an audit certificate is provided for that reporting period; or

(ii) on the basis of a complementary periodic management report referred to in Article II.7.2 b that shall be submitted to the *Commission* once the above-mentioned spending rate has been achieved.

(e) Where no comments, changes or substantial corrections to any of the *project* activity reports or financial statements are required or where the *Commission* approves the reports more than 45 days after reception, the *Commission* shall make the appropriate payment within 90 days of receipt of the *project* activity reports and associated financial statements.

Where substantial comments, changes, further information or adjustments are requested by the *Commission* within this period, the delay is suspended upon notification by the *Commission*. The remainder of the 90 day payment period begins again only after submission by the *contractors* of the required information.

Article 9 - Special clauses

The following special conditions apply to this *contract*:

Special clause 23.

1. The *contractor* RESEAU EUROPEEN POUR L'ENSEIGNEMENT DES SCIENCES NUCLEAIRES represents also its *members* (referred to in this special clause as "*members*")

The *contractor* CONSORZIO INTERUNIVERSITARIO PER LA RICERCA TECNOLOGICA

NUCLEARE represents also its *members* (referred to in this special clause as "*members*")

2. The *contractor* may charge costs incurred by the *members* in carrying out the project, in accordance with the provisions of the *contract*. These costs shall not be considered as receipts of the *project*.

The *members* shall identify the costs to the *project* in accordance with the provisions of part B of the *contract*. Each *member* shall apply a cost reporting model in accordance with the principles established in articles II.19, II.20 and II.21. The *contractor* shall provide to the *Commission* :

- an individual financial statement from each *member* in the format specified in Form C. These costs shall not be included in the *contractor's* Form C

- an audit certificate from each *member* in accordance with the relevant provisions of this *contract*

- a summary financial report consolidating the sum of the eligible costs borne by each *member* and the *contractor*, as stated in their individual financial statements, shall be appended to the *contractor's* Form C.

When submitting reports referred to in Article II.7, the *consortium* shall identify work performed and resources deployed by each *member*.

3. The eligibility of the *member's* costs charged by the *contractor* is subject to controls and audits of the *members*, in accordance with Article II.29.

4. The *contractor* shall retain sole responsibility toward the *Community* and the other *contractors* for its *members*. The *contractor* shall ensure that the *members* abide by the provisions of the *contract*.

Special clause 14.

1. Costs incurred by the following *contractor* shall not be taken into consideration for determining the *Community* financial contribution:

UNIVERSITETET FOR MILJO OG BIOVITENSKAP

2. Contractor mentioned in the previous paragraph is not subject to financial audits and audits on accounting and management principles referred to in Article II.29.1.

3. Article II.18, Section 1 of Part B of Annex II and any provision of Section 2 deriving from Section 1 do not apply to that contractor.

Special clause 6.B.

An amount of 720.000 eur of the *pre-financing* referred to in Article 8.2.a shall be retained by the *Commission* until *contractor* RESEAU EUROPEEN POUR L'ENSEIGNEMENT DES SCIENCES NUCLEAIRES provides to the *Commission* a financial guarantee equivalent to that amount.

Article 10 - Amendments

Any request for amendment to the *contract* shall be submitted in accordance with Article 11. Proposals for amendments submitted by the *coordinator* are requested on behalf of the *consortium*. The *coordinator* shall ensure that adequate proof of the *consortium's* agreement to such a request exists and is made available in the event of an audit.

The *Commission* shall undertake to approve or reject any request for an amendment within 45 days of its receipt. The absence of a response from the *Commission* within 45 days of receipt of such a request, or any other period provided for in the *contract*, does not constitute approval of the request, except for any modification or evolution of the *consortium* as foreseen in Article 3.

All amendments to the *contract* shall be in writing.

Article 11 - Communication

1. Requests for amendments and any communication foreseen by the *contract* shall identify the nature and details of the request or communication and be submitted in writing by means of registered mail with acknowledgement of receipt to the following addresses:

For the *Commission*: Commission of the European Communities
Research Directorate-General
J04
B-1049 Brussels, Belgium

For the *coordinator*: RESEAU EUROPEEN POUR L'ENSEIGNEMENT DES SCIENCES
NUCLEAIRES

ENEN Board of Governors and Management Committee

2. Where the *contract* foresees that information or documents are to be transferred by electronic means, the following functional mailboxes shall be used:

For the *Commission*: Georges.Van-Goethem@ec.europa.eu

For the *coordinator*: peter.de.regge@sckcen.be

3. The bank account of the *coordinator* to which all payments of the *Community* financial contribution shall be made is:

Name of Account holder: ENEN ASSOCIATION

Name of the bank: KBC

IBAN: BE23735013735891

4. Each party to the *contract* shall inform the other parties without delay of any changes in the names or addresses identified in paragraphs 1 and 2 above.

Article 12 - Applicable law

The law of Belgium shall govern this *contract*.

Article 13 - Jurisdiction

The Court of First Instance or the Court of Justice of the European Communities, as is appropriate in the specific case, shall have sole jurisdiction to hear any disputes between the *Community* and the *contractors* as regards the validity, the application or any interpretation of this *contract*.

Article 14 - Annexes forming an integral part of this contract:

- The following annexes form an integral part of this *contract*:
 - Annex I - Description of work
 - Annex II - General Conditions
 - Annex III - Not Applicable
 - Annex IV - Form A - consent of *contractors* to accede to the *contract*
 - Annex V - Form B - accession of new legal entities to the *contract*
 - Annex VI - Form C - financial statement per instrument

2. In the event of any conflict between the provisions of the Annexes to this *contract* and any provision of this part of the *contract*, the latter shall take precedence. The provisions of Annex III

shall take precedence over the provisions of Annex II, and both shall take precedence over the provisions of Annex I.


3. The special conditions set out in Article 9 shall take precedence over any other provisions of this contract.

Done at Brussels , in English

For the *coordinator*

SAFIEH. Joseph
Name

President ENEA-A.
Function


Signature
(stamp or seal of the organisation)

5 October 2006
Date

ASSOCIATION EREN	
CEA SACLAY INSTN 91190 GIF SUR YVETTE	
BNP PARIBAS GIF SACLAY	01788
RIB : 30004 01788 00010004282 27	
IBAN : FR76 3000 4017 5800 0100 0428 227 BIC :	

For the Commission

FERNANDEZ RUIZ
Name
Director


Function
Signature

09 1 1 08
Date

