REGISTERED

Brussels, 16-11-2006
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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 – J.5 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 EUR\(^1\) 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.
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,

[Signature]
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 José 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 Nucléaires - 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 IQS, 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 Hogskelev, 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, Cimart, 92140, France represented by Jacques REPUSARD, Director-General, or her/his/their authorised representative ("contractor")
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 BIVOITENSKAP

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 acknowledgment of receipt to the following addresses:

For the Commission: Commission of the European Communities
Research Directorate-General
104
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:

1. 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

Function
PRESIDENT ENEA - A

Signature
(stamp or seal of the organisation)

Date
5 October 2006

For the Commission

Name: FERNANDEZ RUIZ
Function

Signature

Date
09 11 08