

**EUROPEAN COMMISSION**

**DIRECTORATE-GENERAL FOR RESEARCH & INNOVATION**

SP1-Cooperation

Collaborative project

Small or medium-scale focused research project

FP7-SSH-2012-2

**Grant Agreement Number 320090**

**LIPSE**

Learning from Innovation in Public Sector Environments

SSH.2012.3.2-3

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 320090

PROJECT TITLE LIPSE

Collaborative project

Small or medium-scale focused research project

The **European Union** ("*the Union*"), represented by the **European Commission** (the "*Commission*"),  
of the **one part**,

**and ERASMUS UNIVERSITEIT ROTTERDAM**, established in BURGEMEESTER OUDLAAN 50, ROTTERDAM, 3062 PA, Netherlands represented by Pauline van der Meer Mohr, President and/or Henk Schmidt, Rector Magnificus or their authorised representative, the *beneficiary* acting as "*coordinator*" of the *consortium* (the "*coordinator*"), ("*beneficiary no. 1*"),

of the **other part**

**HAVE AGREED** to the following terms and conditions including those in the following annexes, which form an integral part of this *grant agreement* (the "*grant agreement*").

Annex I - Description of Work

Annex II - General conditions

Annex III - Non applicable

Annex IV - Form A - Accession of *beneficiaries* to the *grant agreement*

Annex V - Form B - Request for accession of a new *beneficiary* to the *grant agreement*

Annex VI - Form C - Financial statement per funding scheme

Annex VII - Form D - Terms of reference for the certificate on the financial statements and Form E

- Terms of reference for the certificate on the methodology

**Article 1 - Accession to the *grant agreement* of the other *beneficiaries***

1. The *coordinator* shall endeavour to ensure that each legal entity identified below accedes to this *grant agreement* as a *beneficiary*, assuming the rights and obligations established by the *grant agreement* with effect from the date on which the *grant agreement* enters into force, by signing Form A in three originals, countersigned by the *coordinator*.

- **THE UNIVERSITY OF EDINBURGH**, established in OLD COLLEGE, SOUTH BRIDGE, EDINBURGH, EH8 9YL, United Kingdom represented by Angela Noble, Senior European Funding Advisor and/or Fiona Campbell, Deputy Head of Legal or their authorised representative ("*beneficiary no. 2*"),

- **KATHOLIEKE UNIVERSITEIT LEUVEN**, established in Oude Markt 13, LEUVEN, 3000, Belgium represented by Paul Van Dun, General Manager and/or Elke Lammertyn, Head of European Projects or their authorised representative ("*beneficiary no. 3*"),

- **STICHTING KATHOLIEKE UNIVERSITEIT**, established in GEERT GROOTEPLEIN NOORD 9, NIJMEGEN, 6525 EZ, Netherlands represented by Rob Van der Heijden, Dean and/or Huub Looijmans, Secretary-director or their authorised representative ("*beneficiary no. 4*"),

- **ROSKILDE UNIVERSITET**, established in Universitetsvej 1, ROSKILDE, 4000, Denmark represented by Ib Poulsen, Rector and/or Gorm Rye Olsen, Head of Department or their authorised representative ("*beneficiary no. 5*"),
- **HERTIE SCHOOL OF GOVERNANCE GGMBH**, established in FRIEDRICHSTRASSE 180 , Berlin, 10117, Germany represented by Anna Sophie Herken, Managing Director and/or Helmut Anheier, Dean or their authorised representative ("*beneficiary no. 6*"),
- **ECOLE NATIONALE D'ADMINISTRATION**, established in RUE SAINTE MARGUERITE 1, STRASBOURG, 67080, France represented by Emmanuel Vergne, Head of Department and/or Thierry Bonnier, Acting Director or their authorised representative ("*beneficiary no. 7*"),
- **TALLINNA TEHNIKAULIKOOL**, established in Ehitajate tee 5, TALLINN, 19086, Estonia represented by Erkki Truve, Vice-Rector of Research or his authorised representative ("*beneficiary no. 8*"),
- **FUNDACION ESADE**, established in AVENIDA PEDRALBES 60-62, BARCELONA, 08034, Spain represented by Eugènia Bieto, General Director and/or Ramon Aspa, Corporate Deputy Director General or their authorised representative ("*beneficiary no. 9*"),
- **UNIVERSITA COMMERCIALE 'LUIGI BOCCONI'**, established in Via Sarfatti 25, MILANO, 20136, Italy represented by Bruno PAVESI, Chief Executive or his authorised representative ("*beneficiary no. 10*"),
- **NATIONAL SCHOOL OF POLITICAL STUDIES AND PUBLIC ADMINISTRATION**, established in Povernei 6, BUCHAREST, 010643, Romania represented by Remus Pricopie, Rector or his authorised representative ("*beneficiary no. 11*"),
- **Univerzita Mateja Bela v Banskej Bystrici**, established in Národná 12, Banská Bystrica, 97401, Slovakia represented by Beata Kosova, Rector and/or Milota Vetrakova, Vice rector or their authorised representative ("*beneficiary no. 12*"),

All the *beneficiaries* together form the *consortium* (the "*consortium*").

2. The *coordinator* shall send to the *Commission* one duly completed and signed Form A per *beneficiary* at the latest 45 calendar days after the entry into force of the *grant agreement*. The two remaining signed originals shall be kept, one by the *coordinator* to be made available for consultation at the request of any *beneficiary*, and the other by the *beneficiary* concerned.

3. Should any legal entity identified above, fail or refuse to accede to the *grant agreement* within the deadline established in the previous paragraph, the *Commission* is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the *Commission*, within the time-limit to be fixed by the latter, appropriate solutions to ensure the implementation of the *project*. The procedure established in Annex II for amendments to this *grant agreement* will apply.

4. The *beneficiaries* are deemed to have concluded a *consortium agreement* (the "*consortium agreement*") regarding the internal organisation of the *consortium*.

## **Article 2 - Scope**

The Union has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *Learning from Innovation in Public Sector Environments (LIPSE)* (the "*project*") within the framework of the *SP1-Cooperation* and under the conditions laid down in this *grant agreement*.

## **Article 3 - Duration and start date of the project**

The duration of the *project* shall be 42 months from 1st February 2013 (hereinafter referred to as the "*start date*").

## **Article 4 - Reporting periods and language of reports**

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

- P1: from month 1 to month 18
- P2: from month 19 to month 36
- P3: from month 37 to the last month of the *project*.

Any report and deliverable, when appropriate, required by this *grant agreement* shall be in *English*.

## **Article 5 - Maximum financial contribution of the Union**

1. The maximum financial contribution of the Union to the *project* shall be EUR 2,474,535.00 (*two million four hundred and seventy four thousand five hundred and thirty five EURO*). The actual financial contribution of the Union shall be calculated in accordance with the provisions of this *grant agreement*.

2. Details of the financial contribution of the Union are contained in Annex I to this *grant agreement* which includes:

- a table of the estimated breakdown of budget and financial contribution of the Union per activity to be carried out by each of the *beneficiaries* under the *project*. *Beneficiaries* are allowed to transfer budget between different activities and between themselves in so far as the work is carried out as foreseen in Annex I.

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

Name of account holder: ERASMUS UNIVERSITEIT ROTTERDAM

Name of bank: ABN AMRO BANK

Account reference: NL32ABNA0429058047

## **Article 6 - Pre-financing**

A *pre-financing* of EUR 707,010.00 (*seven hundred and seven thousand ten EURO*) shall be paid to the *coordinator* within 45 days following the date of entry into force of this *grant agreement*. The *coordinator* shall distribute the *pre-financing* only to the *beneficiaries* who have acceded to the *grant agreement* and after the minimum number of *beneficiaries* required by the *Rules for Participation* as detailed in the call for proposals to which the *project* is related, have acceded to the *grant agreement*.

*Beneficiaries* hereby agree that the amount of EUR 123,726.75 (*one hundred and twenty three thousand seven hundred and twenty six EURO and seventy five cents*), corresponding to the *beneficiaries'* contribution to the Guarantee Fund referred to in Article II.20 and representing 5% of the maximum financial contribution of *the Union* referred to in Article 5.1, is transferred in their name by the *Commission* from the *pre-financing* into the Guarantee Fund. However, *beneficiaries* are deemed to have received the full *pre-financing* referred to in the first indent and will have to justify it in accordance with the *grant agreement*.

## **Article 7 - Special clauses**

The following special clauses apply to this *grant agreement*:

### Special clause 30

Nijmegen School of Management, which is an integral part of beneficiary STICHTING KATHOLIEKE UNIVERSITEIT has an analytical accounting system which allows it to identify its actual indirect costs. Therefore, and notwithstanding the provisions of article II.15.3, Nijmegen School of Management may declare indirect costs in FP7 agreements based on its actual indirect costs, despite the fact that the beneficiary has opted for a flat rate.

### Special clause 39

In addition to Article II.30.4, *beneficiaries* shall deposit an electronic copy of the published version or the final manuscript accepted for publication of a scientific publication relating to *foreground* published before or after the final report in an institutional or subject-based repository at the moment of publication.

*Beneficiaries* are required to make their best efforts to ensure that this electronic copy becomes freely and electronically available to anyone through this repository:

- immediately if the scientific publication is published "open access", i.e. if an electronic version is also available free of charge via the publisher, or
- within 12 months of publication.

## **Article 8 - Communication**

1. Any communication or request concerning the *grant agreement* shall identify the *grant agreement* number, the nature and details of the request or communication and be submitted to the following addresses:

For the *Commission*: European Commission  
Directorate-General for Research & Innovation  
RTD/B/05  
B-1049 Brussels, Belgium

For the *coordinator*: Mr. Patrick Heeres  
ERASMUS UNIVERSITEIT ROTTERDAM  
Faculty of Social Sciences  
BURGEMEESTER OUDLAAN 50  
ROTTERDAM 3062 PA  
NETHERLANDS

2. For information or documents to be transferred by electronic means, the following addresses shall be used:

For the *Commission*: RTD-SSH-FP7-DELIVERABLES@ec.europa.eu

For the *coordinator*: bekkers@fsw.eur.nl

3. In case of refusal of the notification or absence of the recipient, the *beneficiary* or the *consortium*, as the case may be, is deemed to have been notified on the date of the latest delivery, if notification to the *coordinator* has been sent to one of the addresses mentioned in paragraphs 1 and 2 and to their legal representative. Other *beneficiaries* are deemed to have been notified if notification has been sent to the address mentioned in Article 1.1.

4. Any communication or request relating to the processing of personal data (Article II.13) shall be submitted, using the address(es) for the *Commission* identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of Unit of RTD/B/05.

### **Article 9 - Applicable law and competent court**

The financial contribution of *the Union* is a contribution from *the Union* research budget with the aim to implement the 7th Research Framework Programme (FP7) and it is incumbent on the Commission to execute FP7. Accordingly, this *grant agreement* shall be governed by the terms of this *grant agreement*, the European Community and European Union acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other European Community and European Union law and, on a subsidiary basis, by the law of Belgium.

Furthermore the *beneficiary* is aware and agrees that the Commission may take a decision to impose pecuniary obligations, which shall be enforceable in accordance with Article 299 of the Treaty on the Functioning of the European Union and Articles 164 and 192 of the Treaty establishing the *European Atomic Energy Community*.

Notwithstanding the *Commission's* right to directly adopt the recovery decisions referred to in the previous paragraph, the General Court, or on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between *the Union* and any *beneficiary* concerning the interpretation, application or validity of this *grant agreement* and the validity of the decision mentioned in the second paragraph.

### **Article 10 - Application of the *grant agreement* provisions**

Any provision of this part of the *grant agreement*, shall take precedence over the provisions of any of the Annexes. 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.

The special clauses set out in Article 7 shall take precedence over any other provisions of this *grant agreement*.

**Article 11 - Entry into force of the *grant agreement***

This *grant agreement* shall enter into force after its signature by the coordinator and the *Commission*, on the day of the last signature.

Done in two originals in English.

For the *coordinator* done at ROTTERDAM

For the *Commission* done at Brussels

.....  
Name of the legal entity

.....  
Name of the legal representative

.....  
Stamp of the organisation (if applicable)

.....  
Signature of legal representative

.....  
Date

.....  
Name of the legal representative

.....  
Signature of legal representative

.....  
Date

**FP7 GRANT AGREEMENT**

**ANNEX IV - FORM A - ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT**

**Univerzita Mateja Bela v Banskej Bystrici**, represented for the purpose hereof by Beata Kosova, Rector, and/or Milota Vetrakova, Vice rector, or her/his/their authorised representative, established in Národná 12, Banská Bystrica, 97401, Slovakia acting as its legal authorised representative, hereby consents to become a *beneficiary* ("*beneficiary no. 12*") to *grant agreement* N° 320090 (relating to *project "Learning from Innovation in Public Sector Environments"*) concluded between the European Commission and ERASMUS UNIVERSITEIT ROTTERDAM established in BURGEMEESTER OUDLAAN - 50, ROTTERDAM, 3062 PA, Netherlands and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **Univerzita Mateja Bela v Banskej Bystrici**, the third being sent to the *Commission* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

Univerzita Mateja Bela v Banskej Bystrici

ERASMUS UNIVERSITEIT ROTTERDAM

.....  
Name of legal representative(s)

.....  
Name of legal representative(s)

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Signature of legal representative(s)

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Signature of legal representative(s)

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Date

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Date

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Stamp of the organisation

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Stamp of the organisation

# A3: Budget Breakdown

Project Number <sup>1</sup>	320090	Project Acronym <sup>2</sup>	LIPSE
One Form per Project			

Participant number in this project <sup>11</sup>	Participant short name	Fund. % <sup>12</sup>	Ind. costs <sup>13</sup>	Estimated eligible costs (whole duration of the project)				Requested EU contribution	
				RTD / Innovation (A)	Demonstration (B)	Management (C)	Other (D)		Total A+B+C+D
12	Mateja Bela	75.0	T	145,440.00	0.00	0.00	3,200.00	148,640.00	112,280.00
<b>Total</b>				<b>2,777,844.40</b>	<b>0.00</b>	<b>190,982.00</b>	<b>200,172.00</b>	<b>3,168,998.40</b>	<b>2,474,535.00</b>

Note that the budget mentioned in this table is the total budget requested by the Beneficiary and associated Third Parties.