

**COMMISSION OF THE EUROPEAN COMMUNITIES**  
**RESEARCH DIRECTORATE-GENERAL**

Integrating and strengthening the European Research Area

Coordination Action

**RESISTVIR**

**Co-ordination of research on genetic resistance to control plant pathogenic  
viruses and their vectors in European crops**

FOOD

Contract Number 006961

# CONTRACT No 006961 ( FOOD )

## Coordination Action

The **European Community** (the "*Community*"), represented by the **Commission of the European Communities** (the "*Commission*"), itself represented for the signature of this *contract* by Achilleas Mitsos, Director General for Research Directorate-General or his duly authorised representative,

of the **one part**,

① **and CHALEX RESEARCH LTD**, established in CHALEX HOUSE, PRIORY ROAD, ST MARYCHURCH, TORQUAY, TQ1 4NH, United Kingdom, represented by MARK PULLINGER, Technical Director, and/or Giles Cooper-Smith, Senior Project Manager, 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 *Co-ordination of research on genetic resistance to control plant pathogenic viruses and their vectors in European crops (RESISTVIR)* within the framework of the specific research and technological development programme "Integrating and strengthening the European Research Area" (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:

- ② • **PI BIOSCIENCE LTD**, established in BIOSCIENCE BUILDING, CROWN STREET, LIVERPOOL, LS9 7ZB, United Kingdom represented by PETER BLEZARD, director, and/or David Marks, director, or her/his/their authorised representative ("*contractor*")
- ③ • **INSTITUTE OF BOTANY**, established in ZALIJUJUZERU 49, VILNIUS, LT-08406, Lithuania represented by Valerijus Rasomavicius, Director, and/or Antanas Matelis, Deputy Director, or her/his/their authorised representative ("*contractor*")
- ④ • **CENTRAL SCIENCE LABORATORY DEFRA**, established in Nobel House, 17 Smith Square, London, SW1P 3JR, United Kingdom represented by MICHAEL ROBERTS, Chief Executive, and/or STEPHEN HILL, HEAD OF PLANT HEALTH GROUP, or her/his/their authorised representative ("*contractor*")
- ⑤ • **UNIVERSITY OF SHEFFIELD**, established in FIRTH COURT, WESTERN BANK, SHEFFIELD, S10 2TN, United Kingdom represented by Gill Wells, Research Development Manager, and/or Sarah Fulton, Head of Research Office, or her/his/their authorised representative ("*contractor*")
- ⑥ • **HEINRICH HEINE UNIVERSITY (DUESSELDORF)**, established in UNIVERSITAETSSTR. 1, GEB. 26.12.U1, DUESSELDORF, 40225, Germany represented by Bernd Kemena, Oberregierungsrat, or his authorised representative ("*contractor*")
- ⑦ • **UNIVERSITY OF MILAN**, established in VIA FESTA DEL PERDONO 7, MILANO, 20122, Italy represented by ENRICO DECLEVA, RECTOR, or his authorised representative ("*contractor*")

8. \* **WALLOON CENTRE OF AGRICULTURAL RESEARCH**, established in RUE DE LIROUX, 24, GEMBLoux, 5030, Belgium represented by Patrick Meeus, General Director, and/or Roger Piscaglia, Assistant General Director, or her/his/their authorised representative ("contractor")
9. \* **University of Natural Resources and Applied Life Sciences, Vienna**, established in Gregor Mendel Strasse 33, Vienna, 1180, Austria represented by Hubert Dürstein, Dean, and/or Hermann Katinger, Head of Institute IAM, or her/his/their authorised representative ("contractor")
10. \* **VRIJE UNIVERSITEIT AMSTERDAM, FALW**, established in DE BOELELAAN 1085, AMSTERDAM, 1081 HV, Netherlands represented by Rob Neutelings, Managing director of FALW, and/or Pier Vellinga, Dean, or her/his/their authorised representative ("contractor")
11. \* **The Government of Israel on behalf of the State of Israel represented by Dr. Eli Putievsky, Head of the Agricultural Research Organisation and Ms. Hana Gad, Tre**, established in , BET DAGAN, 6, 50250, Israel represented by Eli Putievsky, Director, and/or Hanna Gad, Treasurer, or her/his/their authorised representative ("contractor")
12. \* **TECHNOLOGY CODES LTD**, established in 8 NORTH STREET, SKIBBEREEN, Co. Cork, Dublin 4, Ireland represented by KEVIN AGGETT, Project Manager, or his authorised representative ("contractor")
13. \* **ISTITUTO SPERIMENTALE PER LA PATOLOGIA VEGETALE**, established in VIA C. G. BERTERO 22, ROMA, 00156, Italy represented by Giuseppe Miceli, President, and/or Quacquarelli Quacquarelli, Director, or her/his/their authorised representative ("contractor")
14. \* **Fred Tyler acting under the name / trading as ACRS**, established in TARNSIDE, DIMPLES LANE, BARNACRE, PRESTON, PR3 1UA, United Kingdom represented by FREDERICK THOMAS TYLER, Owner, or his authorised representative ("contractor")
15. \* **PLANT BREEDING AND ACCLIMATIZATION INSTITUTE**, established in , BLONIE, 05-870, Poland represented by Edward Arseniuk, Director General of IHAR, and/or Ewa Zimnoch-Guzowska, Head of Mlochow Research Centre, IHAR, or her/his/their authorised representative ("contractor")
16. \* **CONSIGLIO NAZIONALE DELLE RICERCHE**, established in PIAZZALE ALDO MORO, 7, ROME, 00185, Italy represented by Maurizio CONTI, Director, or his authorised representative ("contractor")
17. \* **UNIVERSITY OF ANKARA**, established in Tandogan, DISKAPI, ANKARA, 06110, Turkey represented by Nusret Aras, President, and/or Yetkin Gungor, Dean, or her/his/their authorised representative ("contractor")
18. \* **AGRICULTURAL RESEARCH INSTITUTE**, established in , NICOSIA, 22016, 1516, Cyprus represented by Ioannis Papadopoulos, Director, and/or Ioannou, Head Plant Protection Section, or her/his/their authorised representative ("contractor")
19. \* **Rheinische Friedrich-Wilhelms-UNIVERSITY OF BONN**, established in REGINA PACIS WEG 3, BONN, D-53113, Germany represented by Reinhard Lutz, Kanzler of the University, and/or F.J. Jacobs, Financial Director, or her/his/their authorised representative ("contractor")
20. \* **MTT AGRIFOOD RESEARCH FINLAND**, established in , JOKIOINEN, FIN-31600, Finland represented by Erkki Kemppainen, Director General, and/or Ilkka Laurila, Research Director, or her/his/their authorised representative ("contractor")
21. \* **FEDERAL CENTRE FOR BREEDING RESEARCH ON CULTIVATED PLANTS**, established in NEUER WEG 22-23, QUEDLINBURG, 06484, Germany represented by Thomas Kühne, Dir. and Prof., or his authorised representative ("contractor")
22. \* **Quadrat Digital Media Ltd**, established in 4th Floor, Dollard House, WELLINGTON QUAY, DUBLIN, Ireland represented by Gareth Jago, Creative Director, or his authorised representative ("contractor")
23. \* **CHRISTIAN-ALBRECHTS-UNIVERSITY OF KIEL**, established in OLSHAUSENSTRASSE 40, KIEL, 24118, Germany represented by Steffen Richter, Chancellor, and/or Ingmar Schmidt, Director Research, or her/his/their authorised representative ("contractor")

- 25 \* • **UNIVERSITY OF AZORES**, established in LARGO DA IGREJA, TERRA-CHA, ANGRA DO HEROISMO, 9701-851, Portugal represented by Avelino Meneses, Rector, and/or Alfredo Borba, Head Of Department, or her/his/their authorised representative ("*contractor*")
- 26 \* • **NIAB**, established in HUNTINGDON ROAD, CAMBRIDGE, CB3 0LE, United Kingdom represented by Lydia Smith, Head of Research Strategy and Support Unit, and/or Susan Arnold, Head of Finance, or her/his/their authorised representative ("*contractor*")
- 27 \* • **FACULTE UNIVERSITAIRE DES SCIENCES AGRONOMIQUES**, established in 2 passage des Deportes, GEMBLOUX, 5030, Belgium represented by André Théwis, Rector, and/or Pol Lenaerts, administrator, or her/his/their authorised representative ("*contractor*")
- 28 \* • **BTL BIO-TEST LABORATORY GMBH SAGERHEIDE**, established in BIRKENALLEE 19, THULENDORF, D-18184, Germany represented by THOMAS THIEME, Senior Scientist, and/or Udo Hoffmann, Manager, or her/his/their authorised representative ("*contractor*")
- 29 \* • **UNIVERSITE CATHOLIQUE DE LOUVAIN**, established in PLACE DE L'UNIVERSITE 1, LOUVAIN-LA-NEUVE, 1348, Belgium represented by Marcel CROCHET, Rector, and/or Michel MOLITOR, Vice-rector, or her/his/their authorised representative ("*contractor*")
- 30 \* • **INSTITUTE OF PLANT MOLECULAR BIOLOGY, ACADEMY OF SCIENCES**, established in BRANISOVSKA 31, CESKE BUDEJOVICE, 37005, Czech Republic represented by JOSEF SPAK, Director, and/or Helena Simeckova, Chief Accountant, or her/his/their authorised representative ("*contractor*")
- 31 \* • **JUSTUS-LIEBIG-UNIVERSITY OF GIESSEN**, established in HEINRICH-BUFF-RING 26-32, GIESSEN, D-35392, Germany represented by Stefan Hormuth, University President, and/or Henning Lobin, University Vice President, or her/his/their authorised representative ("*contractor*")
- 32 \* • **RESEARCH INSTITUTE OF CROP PRODUCTION**, established in DRNOVSKA 507, PRAGUE 6-RUZYNE, 161 06, Czech Republic represented by Jan Lipavský, director, and/or Frantisek Urban, vice director for economy, or her/his/their authorised representative ("*contractor*")
- 33 \* • **NORDDEUTSCHE PFLANZENZUCHT H. G. LEMBKE KG**, established in HOHENLIETH, HOLTSEE, D-24363, Germany represented by Dietmar Brauer, CEO, or his authorised representative ("*contractor*")
- 34 \* • **AGROBIOINSTITUTE**, established in DRAGAN TZANKOV 8, SOFIA, 1164, Bulgaria represented by Atanas Atanassov, Director, or his authorised representative ("*contractor*")
- 35 \* • **PLANT PROTECTION INSTITUTE**, established in , KOSTINBROD, 2230, Bulgaria represented by Olga Karadjova, director, or her authorised representative ("*contractor*")
- 36 \* • **Consejo Superior De Investigaciones Científicas**, established in Serrano, 117, Madrid, 28006, Spain represented by Carlos Martinez-A., Head of department, and/or José-Carlos Rubio, or her/his/their authorised representative ("*contractor*")
- 37 \* • **Agricultural Biotechnology Center**, established in Szent-Gyorgyi Albert ut. 4., Godollo, 411, H-2101, Hungary represented by Iren Nagy, Financial Manager, or her authorised representative ("*contractor*")
- 38 \* • **Centrum Grüne Gentechnik, Dienstleistungszentrum Ländlicher Raum - Rheinpfalz** -, established in Breitenweg 71, Neustadt/Weinstrasse, D-67435, Germany represented by Gabi Krczal, Director of the CGG, and/or Götz Reustle, Deputy Director of the CGG, or her/his/their authorised representative ("*contractor*")
- 39 \* • **Institut National de la Recherche Agronomique**, established in 147, rue de l'Université, PARIS, Cedex 07, 75338, France represented by Benoît Fauconneau, Regional INRA Delegate, and/or Jean-Louis Rigal, Administrative INRA Delegate, or her/his/their authorised representative ("*contractor*")
- 40 \* • **John Innes Centre**, established in Norwich Research Park, Colney, Norwich, NR4 7UH, United Kingdom represented by Denise Brown, Project manager, and/or Mary Anderson, Contracts Manager, or her/his/their authorised representative ("*contractor*")

- 41 • **National Agricultural Research Foundation**, established in 19 Egialias & Chalepa, Maroussi, Athens, 15125, Greece represented by Napoleon Maraveyas, President, and/or George Lyrintzis, Active Director General, or her/his/their authorised representative ("*contractor*")
- 42 • **Scottish Crop Research Institute**, established in Invergowrie, Dundee, DD2 5DA, United Kingdom represented by John Hillman, Director, and/or Neil Hattersley, Financial controller, or her/his/their authorised representative ("*contractor*")
- 43 • **Tallinn University of Technology**, established in Ehitajate tee 5, Tallinn, 19086, Estonia represented by Peep Sürje, vice rector, and/or Andres Keevallik, rector, or her/his/their authorised representative ("*contractor*")
- 44 • **Universidad Politécnica de Madrid**, established in Avenida Ramiro de Maeztu 7, Madrid, 28040, Spain represented by GONZALO LEON SERRANO, VICE-PRESIDENT, and/or JUAN MANUEL MENESES CHAUS, Adjoint to Vice-President, or her/his/their authorised representative ("*contractor*")
- 45 • **Università degli Studi di Bari**, established in Piazza Umberto I, Bari, 70126, Italy represented by GIOVANNI GIRONE, RECTOR, or his authorised representative ("*contractor*")
- 46 • **UNIVERSITY OF CRETE**, established in Knossou Ave., Heraklion, 71 409, Greece represented by Maroudio Kentouri, Vice-Rector - Chairman of the Research Committee, and/or Ioannis Pallikaris, Rector, or her/his/their authorised representative ("*contractor*")
- 47 • **HELSINGIN YLIOPISTO**, established in YLIOPISTONKATU 4, Helsinki, 33, FIN-00014, Finland represented by Marja Makarow, Vice Rector, and/or Hannele Niemi, Vice Rector, or her/his/their authorised representative ("*contractor*")
- 48 • **Wageningen University**, established in Costerweg 50, Wageningen, 9101, 6700 HB, Netherlands represented by Martin Kropff, Director General, and/or Peter Booman, Director Management, or her/his/their authorised representative ("*contractor*")
- 49 • **International Center for Genetic Engineering and Biotechnology**, established in Area Science Park, Padriciano, 99, TRIESTE, 34012, Italy represented by Decio Ripandelli, Director, or his 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*") up to the milestone specified in Annex I in accordance with the conditions set out in this *contract*.

4. The *consortium* shall make appropriate arrangements for its internal operation and management which may include any intellectual property provisions. To this end, a *consortium agreement* may be established, which will cover any other additional aspects necessary for the *consortium* management and the implementation of the *project*.

## 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 30 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 ~~36 months from 1st February 2005~~ (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 2,274,199.00 EUR (two million two hundred and seventy four thousand one hundred and ninety nine Euro ). 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 month 24

- P3: from month 25 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:

~~• P(3) covering reporting periods from P(1) 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 977,028.00 EUR (nine hundred and seventy seven thousand and twenty eight 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*:

1. Costs incurred by the following contractor(s) shall not be taken into consideration for determining the *Community* financial contribution: Norddeutsche Pflanzenzucht H. G. Lembke KG

2. Contractor(s) 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/those contractor(s).

## 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  
B-1049 Brussels, Belgium

For the *coordinator*: CHALEX RESEARCH LTD Ltd  
CHALEX HOUSE, PRIORY ROAD,  
ST MARYCHURCH, TORQUAY, TQ1 4NH, United Kingdom

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*: Laurent.Bochereau@cec.eu.int

For the *coordinator*: mark@chalex.com

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

Name of Account holder: Chalex Research Ltd.  
Name of the bank: Barclays Bank  
IBAN: GB55BARC20608883585944

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*

MARK PULLINGER

Name

TECHNICAL DIRECTOR

Function

*MP*

Signature  
(stamp or seal of the organisation)

July 4, 2005

Date



For the Commission

Dr. C. Patermann  
Director

Name

Function

19-07-2005

Signature

Date

