

**EUROPEAN COMMISSION**

**COMMUNICATIONS NETWORKS, CONTENT AND TECHNOLOGY  
DIRECTORATE-GENERAL**

*European Archival Records and Knowledge Preservation*

*E-ARK*

**Grant Agreement No 620998**

***ICT PSP GRANT AGREEMENT***

## GRANT AGREEMENT NO 620998

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

of the one part

and **UNIVERSITY OF PORTSMOUTH HIGHER EDUCATION CORPORATION** (UPHEC), established in UNIVERSITY HOUSE, WINSTON CHURCHILL AVENUE, PORTSMOUTH PO1 2UP - UNITED KINGDOM, represented by its legal/statutory representatives, Dr. Elizabeth Bartle, Deputy Director of Finance, and/or Ms. Vicky Bruce, Financial Controller, or their authorised representatives,

(the *beneficiary* acting as "*coordinator*") and the other *beneficiaries* identified in Article 1(2) below,

of the other part,

HAVE AGREED on 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 and indicative breakdown of the budget and the financial contribution of the *Union* between beneficiaries
- Annex II - General conditions
- Annex III - Form A – accession of *beneficiaries* to the *grant agreement*
- Annex IV - Form B – request for the accession of new legal entities to the *grant agreement*

### Article 1 – Scope

1. The *Union* has decided to grant a financial contribution for the implementation of the *project* specified in Annex I, called "**European Archival Records and Knowledge Preservation (E-ARK)**" (the "*project*"), under the Information and Communications Technologies (ICT) Policy Support Programme (the "ICT PSP") and under the conditions laid down in this *grant agreement*. The *consortium* shall carry out the *project* in accordance with the conditions set out in this *grant agreement*.

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

- **AIT AUSTRIAN INSTITUTE OF TECHNOLOGY GMBH** (AIT), established in DONAU-CITY-STRASSE 1, 1220 WIEN - AUSTRIA, represented by its legal/statutory representatives, Mr. Anton Plimon, Managing Director, and/or Mr. Helmut Leopold, Department Head and Prokurist, or their authorised representatives,

- **MINISTRSTVO ZA KULTURO** (MC), established in MAISTROVA ULICA 10, 1000 LJUBLJANA - REPUBLIC OF SLOVENIA, represented by its legal/statutory representatives, Mr. Bojan Cvelfar, Director, and/or Dr. Andrej Nared, Deputy Director, or their authorised representatives,

- **DLM FORUM FOUNDATION LIMITED BY GUARANTEE (DLM)**, established in HENSON GROVE 33 TIMPERLEY, ALTRINCHAM CHESHIRE WA15 7QA - UNITED KINGDOM, represented by its legal/statutory representative, Mr. Jon Garde, Chairman, or his authorised representative,

- **STATENS ARKIVER (DNA)**, established in RIGSDAGSGARDEN 9, 1218 COPENHAGEN - DENMARK, represented by its legal/statutory representative, Mr. Asbjørn Hellum, National Archivist, or his authorised representative,

- **DIGITAL PRESERVATION COALITION LIMITED BY GUARANTEE\*DPC (DPC)**, established in INNOVATION CENTRE, YORK SCIENCE PARK, HESLINGTON, YORK YO10 5DG - UNITED KINGDOM, represented by its legal/statutory representative, Dr. William Kilbride, Executive Director, or his authorised representative,

- **UNIVERSITAET ZU KOELN (UCO)**, established in ALBERTUS-MAGNUS-PLATZ, 50923 KOELN - GERMANY, represented by its legal/statutory representatives, Mrs. Dorothee Eder, EU Project Manager, and/or Ms. Silke Rohn, EU Project Manager, or their authorised representatives,

- **INSTITUTO SUPERIOR TECNICO (IST)**, established in AVENIDA ROVISCO PAIS 1, 1049-001 LISBOA - PORTUGAL, represented by its legal/statutory representatives, Prof. Arlindo Oliveira, President of IST, and/or Prof. Rogério Colaço, Vice-President of IST, or their authorised representatives,

- **NATIONAL ARCHIVES OF HUNGARY (NAH)**, established in BÉCSI KAPU TÉR 2-4, 1014 BUDAPEST - HUNGARY, represented by its legal/statutory representative, Mr. Zoltan Szatucsek, Department Head, or his authorised representative,

- **RAHVUSARHIIV (NAE)**, established in LIIVI 4, 50409 TARTU - REPUBLIC OF ESTONIA, represented by its legal/statutory representative, Mr. Pirsko Priit, National Archivist, or his authorised representative,

- **KULTURDEPARTEMENTET - MINISTRY OF CULTURE (NAN)**, established in AKERSGT 56 (R5), 0030 OSLO - NORWAY, represented by its legal/statutory representative, Mr. Ole Gausdal, Director, or his authorised representative,

- **ES SOLUTIONS AB (ESS)**, established in LILJEVALCHSVAGEN 16, 132 36 SALTSJO BOO - SWEDEN, represented by its legal/statutory representative, Mr. Björn Skog, Owner / Vice President, or his authorised representative,

- **MAGENTA APS (MAG)**, established in STUDIESTRAEDE 14/1, 1455 KOBENHAVN K - DENMARK, represented by its legal/statutory representative, Mr. Morten Kjærsgaard, CEO, or his authorised representative,

- **KEEP SOLUTIONS LDA (KEEPS)**, established in RUA ROSALVO DE ALMEIDA

5, 4710 429 BRAGA - PORTUGAL, represented by its legal/statutory representatives, Dr. Miguel Ferreira, CEO, and/or Dr. Luís Miguel Ferros, Financial Director, or their authorised representatives,

- **AGENCIA PARA A MODERNIZACAO ADMINISTRATIVA IP (AMA)**, established in RUA ABRANCHES FERRAO 10 3 G, 1600 001 LISBOA - PORTUGAL, represented by its legal/statutory representative, Mr Paulo Neves, President, or his authorised representative,

- **MINISTERIO DE HACIENDA Y ADMINISTRACIONES PUBLICAS (MHAP)**, established in MARIA DE MOLINA 50, 28071 MADRID - SPAIN, represented by its legal/statutory representatives, Ms. Esther Arizmendi Gutierrez, Director General, and/or Mr. Aitor Cubo Contreras, Deputy Director, or their authorised representatives,

#### **Article 2 – Accession to the *grant agreement***

1. The *coordinator* shall endeavour to ensure that each legal entity identified in Article 1(2) accedes to this *grant agreement* as a *beneficiary* by signing Form A (as set out in Annex III) in three originals, countersigned by the *coordinator*. Not later than 45 calendar days after the entry into force of the agreement, the *coordinator* shall send to the Commission one of the three duly completed and signed originals of Form A. The two remaining signed originals shall be kept, one by the *coordinator*, to be made available for consultation at the request of any other *beneficiary*, and the other by the *beneficiary* concerned.

2. Should any legal entity identified in Article 1(2) fail or refuse to accede to the *grant agreement* by 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 a time-limit to be set by the latter, appropriate solutions to ensure the implementation of the *project*. The procedure established in Annex II for amendments to this *grant agreement* shall apply.

#### **Article 3 - Entry into force of the *grant agreement* and duration of the *project***

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

2. The *duration of the project* shall be **36 months from 01/02/2014** (“*start date of the project*”).

#### **Article 4 – 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 5 – Maximum financial contribution of the *Union***

1. The maximum financial contribution of the *Union* to the project shall be **EUR 2.998.852,00 (two million nine hundred ninety-eight thousand eight hundred fifty-two euros)**.

The financial contribution of the *Union* shall be limited to **50%** of the eligible costs.

The actual *financial* contribution of the *Union* shall be calculated in accordance with the provisions of this *grant agreement*.

2. Annex I contains an indicative breakdown of the budget and the financial contribution of the *Union* between *beneficiaries*.

*Beneficiaries* are allowed to transfer budget amounts between themselves provided the work is carried out as described in Annex I. The *coordinator* shall notify any such transfer to the *Commission* without unjustified delay.

#### Article 6 – Payment

1. The financial contribution of the *Union* to the *project* shall be paid to the *coordinator* on behalf of the *beneficiaries* in accordance with the provisions of this *grant agreement*. The payment of the financial contribution of the *Union* to the *coordinator* discharges the *Commission* from its payment obligation.

2. The financial contribution of the *Union* shall be paid to the *coordinator's* bank account, denominated in euros, identified as follows:

Name of bank: BARCLAYS BANK PLC

Name of account holder: UNIVERSITY OF PORTSMOUTH

Account reference: GB32BARC20693458871199

3. The financial contribution of the *Union* shall be paid in accordance with the provisions of this *grant agreement* and the following schedule:

##### (a) *pre-financing*

An initial *pre-financing* of **EUR 1.515.120,00 (one million five hundred fifteen thousand one hundred twenty euros)** shall be paid to the *coordinator* within 30 days following the entry into force of the *grant agreement*. The *coordinator* shall distribute the *pre-financing* only to the *beneficiaries* who have acceded to the *grant agreement*.

(b) After each reporting period, except the last reporting period, the *Commission* shall make interim payments corresponding to the amounts accepted during the reporting period concerned. The total amount of the *pre-financing* and interim payments shall not exceed 90% of the maximum financial contribution of the *Union*.

##### (c) *final payment*

The *Commission* shall make a final payment after the end of the last reporting period.

**Article 7 – Language of *Project Reports* and *Deliverables***

The *reports* and *deliverables* required under this *grant agreement* shall be submitted by the *coordinator* in English.

**Article 8 - Special conditions**

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

**Special provision to be inserted in the event that a beneficiary has a link with a legal entity, notably a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation or, is formed of several legal entities or, in case of pilots A, has delegated powers to a national administration/public body.**

1. The beneficiary DLM FORUM FOUNDATION LIMITED BY GUARANTEE is composed by its members who are duly listed in Annex I attached to the present agreement.

2. The costs incurred by the above-mentioned members in carrying out the action as described in Annex I constitute eligible costs of the action in accordance with the provisions of the grant agreement, provided that the beneficiary ensures that the conditions applicable to him under articles II.7, II.12 to II.19, II.20 to II.24, II.28, II.29 and II.32 of the grant agreement are also applicable to its members.

3. The financial statement from the beneficiary referred to in article II.4 shall clearly identify the costs incurred by the beneficiary and by each member.

The certificate on the financial statements referred to in article II.4 shall certify that the costs claimed in the financial statements for the beneficiary and its members and the receipts declared meet the conditions of this grant agreement.

When submitting the reports referred to in article II.4, the beneficiary shall identify the work performed and the resources deployed by each member.

4. The beneficiary shall retain sole responsibility for carrying out the work described in Annex I and for compliance with the provisions of the grant agreement. The beneficiary shall also undertake to make the necessary arrangements to ensure that its members waive all rights in respect of the Commission under the grant agreement.

**The beneficiary agrees that in lieu of a financial guarantee no pre-financing shall be provided**

The coordinator shall not distribute to the beneficiary DLM FORUM FOUNDATION LIMITED BY GUARANTEE any pre-financing. Only interim payments based on approved reports and deliverables shall be made to this beneficiary.

### **Identification of beneficiaries that are public bodies**

For the purposes of this grant agreement, the following beneficiaries are considered to be public bodies:

UNIVERSITY OF PORTSMOUTH HIGHER EDUCATION CORPORATION (UK)  
MINISTRSTVO ZA KULTURO (SI)  
STATENS ARKIVER (DK)  
UNIVERSITAET ZU KOELN (DE)  
INSTITUTO SUPERIOR TECNICO (PT)  
NATIONAL ARCHIVES OF HUNGARY (HU)  
RAHVUSARHIIV (EE)  
KULTURDEPARTEMENTET - MINISTRY OF CULTURE (NO)  
AGENCIA PARA A MODERNIZACAO ADMINISTRATIVA IP (PT)  
MINISTERIO DE HACIENDA Y ADMINISTRACIONES PUBLICA (ES)

### **Article 9 – Communication**

1. Any communication or request concerning this *grant agreement* shall identify the *grant agreement* number, the nature and details of the communication or request and be submitted to the address notified by the *Commission* upon signature of the *grant agreement* and to the address of the *coordinator* notified in accordance with Article II.2.
2. Where any notification is sent to the address of the *coordinator* as referred to in paragraph 1 and/or to the *coordinator's* legal representative, in the event 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.

### **Article 10 - Applicable law and competent court**

The financial contribution of the *Union* is a contribution from the *European Union* budget with the aim of implementing the ICT PSP under the Competitiveness and Innovation Framework Programme (“CIP”)<sup>1</sup> and it is incumbent on the *Commission* to execute this programme. Accordingly, this *grant agreement* shall be governed by its terms, the relevant *European Union* acts related to the CIP, the *Financial Regulation* applicable to the general budget of the European Union and its *Rules of Application*, other European Community and European Union law and, on a subsidiary basis, the law of Luxembourg.

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<sup>1</sup> Established by Decision No 1639/2006/EC of the European Parliament and of the Council of 24 October 2006 (OJ L 310, 9.11.2006, p. 15).



Furthermore, the *beneficiary* is aware and agrees that the *Commission* may take decisions to impose pecuniary obligations, which shall be enforceable in accordance with Article 299 of the Treaty on the functioning of the European Union.

Notwithstanding the *Commission's* right to directly adopt the 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 legality of decisions as referred to in the second paragraph.

#### **Article 11 – Data protection**

1. All personal data contained in this *grant agreement* shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the *European Union* institutions and bodies and on the free movement of such data. Such data shall be processed by the controller of the data solely in connection with the implementation and follow-up of this *grant agreement* and the evaluation and impact assessment of *Union* activities, without prejudice to the possibility of passing the data to the bodies in charge of monitoring or inspection tasks in accordance with *European Union* legislation and this *grant agreement*.

2. *Beneficiaries* may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They shall address any questions regarding the processing of their personal data to the controller. *Beneficiaries* may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

3. Any queries concerning the processing of the personal data of *beneficiaries* shall be submitted to the controller, using the address for the *Commission* as referred to in Article 9(1) of this *grant agreement* and indicating the reference of the grant agreement. For the purpose of this *grant agreement*, the controller responsible for processing shall be: Head of the *Programme Operations* Unit.

#### **Article 12 – Application of the provisions of this *grant agreement***

1. The provisions of this *grant agreement* shall take precedence over the provisions of any of the Annexes to this *grant agreement*. The provisions of Annex II shall take precedence over the provisions of Annex I.

2. The special conditions set out in Article 8 of this *grant agreement* shall take precedence over any other provisions.



**Done in two originals in English,**

**For the coordinator** done at

Name of the legal entity: UNIVERSITY OF PORTSMOUTH HIGHER EDUCATION CORPORATION  
Name of legal representative: DR ELIZABETH BARTLE  
Stamp of the organisation (if applicable):

Signature of legal representative:

Elizabeth A. Bartle

Date:

4/2/14



**For the Commission** done at Luxembourg

Name of legal representative:

Signature of legal representative:

Date:

17 FEB. 2014

Giuseppe Abbamonte  
Director

A handwritten signature in black ink, appearing to read "Giuseppe Abbamonte", written over the printed name and title.

## ANNEX II

### General Conditions