

COMMISSION OF THE EUROPEAN COMMUNITIES
RESEARCH DIRECTORATE-GENERAL

Structuring the ERA

Research infrastructures

MAX-INF2

European Macromolecular Crystallography Infrastructure Network 2

RICA

Contract Number 505977

CONTRACT No 505977 (RICA)

Research infrastructures

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**,

and Lund University, established in Paradisgatan 5c, Lund, S221 00, Sweden, represented by Clas Odeskog, Director of Faculty (Science), or his 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 *European Macromolecular Crystallography Infrastructure Network 2 (MAX-INF2)* within the framework of the specific research and technological development programme "Structuring the ERA" (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:

- **Council for the Central Laboratories of the Research Councils**, established in Rutherford Appleton Laboratory, Chilton, Didcot, Oxfordshire, OX11 0QX, United Kingdom represented by Wells Tony, or authorised representative ("*contractor*")
- **European Molecular Biology Laboratory**, established in Meyerhofstrasse 1, Heidelberg, 69117, Germany represented by Keith Williamson, Head of Finance, or his authorised representative ("*contractor*")
- **European Synchrotron Radiation Facility**, established in 6, rue Jules Horowitz, Grenoble, 09, BP 220, 38043, France represented by Helmut Krech, Director of Administration, or his authorised representative ("*contractor*")
- **University of Vienna**, established in Dr. Karl-Lueger Ring 1, Vienna, 1010, Austria represented by Georg Winckler, and/or Johann Jurenitsch, Vice-rector, or her/his/their authorised representative ("*contractor*")
- **Paul Scherrer Institut**, established in , Villeggen PSI, 5232, Switzerland represented by Ralph Eichler, Director, and/or Friso van der Veen, Department Head, or her/his/their authorised representative ("*contractor*")
- **Societe Civile Synchrotron SOLEIL**, established in L'Orme des Merisiers, Gif sur Yvette, BP 48 St Aubin, F91192, France represented by Denis Raoux, Director General, and/or Christian Bozec, Administrative Director, or her/his/their authorised representative ("*contractor*")

- **Diamond Light Source Limited**, established in Rutherford Appleton Laboratory, Chilton, Didcot, OX11 0QX, United Kingdom represented by Nigel Moulding, Director of Finance and Admin, and/or John Comfort, Head of Finance, or her/his/their authorised representative ("*contractor*")
- **Freie Universität Berlin**, established in Kaiserswerther Str. 16-18, Berlin, 14195, Germany represented by Peter Lange, Chancellor, or his authorised representative ("*contractor*")
- **University of York**, established in Heslington, York, YO10 5DD, United Kingdom represented by Keith Goodey, Financial Controller, and/or Graham Gilbert, Director of Finance, or her/his/their authorised representative ("*contractor*")
- **Universiteit Leiden**, established in Rapenburg 70/74, Leiden, 9500, 2300 RA, Netherlands represented by Jan Reedijk, Professor, or his authorised representative ("*contractor*")
- **Georg-August-Universität Göttingen**, established in Wilhelmsplatz 1, Göttingen, D-37073, Germany represented by Horst Kern, President of the University, and/or Dorothea Mey, Head of Research Department, or her/his/their authorised representative ("*contractor*")
- **Centre Europeen de Recherche en Biologie et Médecine - Groupement d'Intérêt Economique**, established in 1 Laurent Fries, Illkirch, 10142, 67404, France represented by Jean-Louis MANDEL, Director, and/or Katell SCHAEFFER, Financial Administrator, or her/his/their authorised representative ("*contractor*")
- **Medical Research Council**, established in 20 Park Crescent, London, N/A, N/A, W1B 1AL, United Kingdom represented by Simon Walker, Finance Manager, and/or John Milsom, Finance Director, or her/his/their authorised representative ("*contractor*")
- **Instituto de Tecnologia Quimica e Biologica (Univ. Nova Lisboa)**, established in Av. Republica, Apt. 127, Oeiras, 2781-901, Portugal represented by Peter Lindley, Director, and/or Maria Armenia Carrondo, Vice Director, or her/his/their authorised representative ("*contractor*")
- **Università di Pavia**, established in Strada Nuova 65, Pavia, I-27100, Italy represented by Guglielmina Ranzani, Director, and/or Cesare Mussi, 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 *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 60 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 60 months from 1st December 2004 (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 720000 EUR (seven hundred and twenty thousand 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 month 36
- P4: from month 37 to month 48

- P5: from month 49 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 P(3)
- P(5) covering reporting periods from P(4) 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 192,000.00 EUR (one hundred and ninety two 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 80.00% 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 80.00% 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.

Total *pre-financing* may not exceed 80% of the *Community* financial contribution or, where final payments referred to in paragraph d have been effected, of the difference between the *Community* financial contribution and those final payments.

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. A mid-term review shall be held after P2.

2. At least two months before the end of P2, the *Commission* shall communicate to the *consortium* in accordance with Article 11 the modalities of the mid-term review, including, where appropriate, any meeting it may propose to convene and that it may request the *consortium* to organise. Costs incurred by the *consortium* in relation to the mid-term review shall be eligible under the activity referred to in Article II.2.4.

3. Together with the documents referred to in Article II.7.2 related to P2, the *consortium* shall submit a “mid-term report” covering all the work carried out since the start of the project, objectives, intermediary results and conclusions, an updated plan for using and disseminating the knowledge, and,

an update of the remaining work planned in Annex I. These documents shall be evaluated in accordance with Article II.8.1, 2, 4 and 5.

4. Arbitration a. Any dispute between the Commission (Party) and (an) international organisation(s) (Party) acting as contractor(s) (collectively referred to in this Article of the contract as the Parties) relating to the contract, which cannot be settled amicably shall be referred to an arbitration committee in accordance with the procedure specified below. b. When notifying the other Party of its intention to resort to arbitration, the notifying Party shall also inform the other Party of its appointed arbitrator. The second Party shall appoint its arbitrator within one month of that written notification. The two arbitrators shall, by joint agreement and within three months of the appointment of the second Party's arbitrator, appoint a third arbitrator who shall be the chairman of the arbitration committee, unless a sole arbitrator is agreed by both Parties. c. Within one month of the appointment of the third arbitrator, the Parties shall agree on the terms of reference of the arbitration committee, including the procedure to be followed. d. The arbitration proceedings shall take place in Brussels. e. The arbitration committee shall apply the terms of the contract. The arbitration committee shall set out in the award the detailed grounds for its decision. f. The arbitral award shall be final and binding upon the Parties, who hereby expressly agree to renounce any form of appeal or revision. g. The costs, including all reasonable fees expended by the Parties to any arbitration hereunder, shall be apportioned between the Parties by the arbitration committee.

5. Audit certificates With reference to Article II.26, audit certificates to be provided by an international organisation shall be established by its regular internal or external auditor, in accordance with its internal financial regulations and procedures.

6. Controls and audits The Commission shall address any requests for controls or audits pursuant to the provisions of Article II.29, to the Director General of the international organisation. The Parties shall agree in good faith on the conditions and procedures of the control or audit, which shall take into account the intergovernmental status of the international organisation and its statutory rules and regulations. Where the international organisation notifies its opposition to the Commission's services or its representative(s) carrying out a financial audit, the Parties shall agree within three months of the date of the notification, on the appointment of an independent auditor to perform the financial audit. In such cases, the costs of that audit shall be borne by the international organisation and shall not be considered as eligible costs under this contract. Any control or audit shall be carried out on a confidential basis.

7. Notwithstanding the provisions of Article II.19.1.c, costs related to the negotiation of the contract, incurred during the duration of the project are not eligible costs of the project.

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*: Lund University
Paradisgatan 5c,
Lund, S221 00, Sweden

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*: Maria.Douka@cec.eu.int

For the *coordinator*: clas.odeskog@KansliN.lu.se

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

Name of Account holder: Lund University
Name of the bank: NORDEA BANK AB (UBL)
Account reference: 3968 77 25176
IBAN: SE44 3000 0000 0396 8772 5176

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*

.....MR. CLAS ODESKOG.....
Name

11 ..Head..of..Faculty..Office
Function

Clas Odeskog
Signature
(stamp or seal of the organisation)

.....December..3..2004.....
Date

For the Commission

Robert-Jan SMITS
Name Directeur f.f.
Name

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Function

[Signature]
Signature

20 -12- 2004

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Date



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FORM A - ACCESSION TO THE CONTRACT

Council for the Central Laboratories of the Research Councils established in United Kingdom, Rutherford Appleton Laboratory, Chilton, Didcot, OX11 0QX, Oxfordshire represented by Wells Tony, or authorised representative, hereby consents to become a *contractor* to *contract* number **505977** (relating to *project "European Macromolecular Crystallography Infrastructure Network 2"*) signed between the **Commission of the European Communities** (the "*Commission*") and **Lund University** established in Sweden, Paradisgatan 5c, S221 00, Lund (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **Council for the Central Laboratories of the Research Councils**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
**Council for the Central Laboratories
of the Research Councils**

For the coordinator
Lund University

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FORM A - ACCESSION TO THE CONTRACT

European Molecular Biology Laboratory established in Germany, Meyerhofstrasse 1, 69117, Heidelberg represented by Keith Williamson, Head of Finance, or his authorised representative, hereby consents to become a *contractor* to *contract* number **505977** (relating to *project "European Macromolecular Crystallography Infrastructure Network 2"*) signed between the **Commission of the European Communities** (the "*Commission*") and **Lund University** established in Sweden, Paradisgatan 5c, S221 00, Lund (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **European Molecular Biology Laboratory**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
**European Molecular Biology
Laboratory**

For the coordinator
Lund University

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FORM A - ACCESSION TO THE CONTRACT

European Synchrotron Radiation Facility established in France, 6, rue Jules Horowitz, 38043, Grenoble , 09 , BP 220 represented by Helmut Krech, Director of Administration, or his authorised representative, hereby consents to become a *contractor* to *contract* number **505977** (relating to *project "European Macromolecular Crystallography Infrastructure Network 2"*) signed between the **Commission of the European Communities** (the "*Commission*") and **Lund University** established in Sweden, Paradisgatan 5c, S221 00, Lund (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **European Synchrotron Radiation Facility**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
European Synchrotron Radiation Facility

For the coordinator
Lund University

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FORM A - ACCESSION TO THE CONTRACT

University of Vienna established in Austria, Dr. Karl-Lueger Ring 1, 1010, Vienna represented by Georg Winckler, and/or Johann Jurenitsch, Vice-rektor, or her/his/their authorised representative, hereby consents to become a *contractor* to *contract* number **505977** (relating to *project "European Macromolecular Crystallography Infrastructure Network 2"*) signed between the **Commission of the European Communities** (the "*Commission*") and **Lund University** established in Sweden, Paradisgatan 5c, S221 00, Lund (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **University of Vienna**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
University of Vienna

For the coordinator
Lund University

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FORM A - ACCESSION TO THE CONTRACT

Paul Scherrer Institut established in Switzerland, 5232, Villeggen PSI represented by Ralph Eichler, Director, and/or Friso van der Veen, Department Head, or her/his/their authorised representative, hereby consents to become a *contractor* to *contract* number **505977** (relating to *project "European Macromolecular Crystallography Infrastructure Network 2"*) signed between the **Commission of the European Communities** (the "*Commission*") and **Lund University** established in Sweden, Paradisgatan 5c, S221 00, Lund (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **Paul Scherrer Institut**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
Paul Scherrer Institut

For the coordinator
Lund University

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FORM A - ACCESSION TO THE CONTRACT

Societe Civile Synchrotron SOLEIL established in France, L'Orme des Merisiers, F91192, Gif sur Yvette , BP 48 St Aubin represented by Denis Raoux, Director General, and/or Christian Bozec, Administrative Director, or her/his/their authorised representative, hereby consents to become a *contractor* to *contract* number **505977** (relating to *project "European Macromolecular Crystallography Infrastructure Network 2"*) signed between the **Commission of the European Communities** (the "*Commission*") and **Lund University** established in Sweden, Paradisgatan 5c, S221 00, Lund (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **Societe Civile Synchrotron SOLEIL**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
Societe Civile Synchrotron SOLEIL

For the coordinator
Lund University

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FORM A - ACCESSION TO THE CONTRACT

Diamond Light Source Limited established in United Kingdom, Rutherford Appleton Laboratory, OX11 0QX, Chilton, Didcot represented by Nigel Moulding, Director of Finance and Admin, and/or John Comfort, Head of Finance, or her/his/their authorised representative, hereby consents to become a *contractor* to *contract* number **505977** (relating to *project "European Macromolecular Crystallography Infrastructure Network 2"*) signed between the **Commission of the European Communities** (the "*Commission*") and **Lund University** established in Sweden, Paradisgatan 5c, S221 00, Lund (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **Diamond Light Source Limited**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
Diamond Light Source Limited

For the coordinator
Lund University

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Name of the first legally authorised representative

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Function of the second legally authorised representative

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FORM A - ACCESSION TO THE CONTRACT

Freie Universität Berlin established in Germany, Kaiserswerther Str. 16-18, 14195, Berlin represented by Peter Lange, Chancellor, or his authorised representative, hereby consents to become a *contractor* to *contract* number **505977** (relating to *project "European Macromolecular Crystallography Infrastructure Network 2"*) signed between the **Commission of the European Communities** (the "*Commission*") and **Lund University** established in Sweden, Paradisgatan 5c, S221 00, Lund (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **Freie Universität Berlin**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
Freie Universität Berlin

For the coordinator
Lund University

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FORM A - ACCESSION TO THE CONTRACT

University of York established in United Kingdom, Heslington, YO10 5DD, York represented by Keith Goodey, Financial Controller, and/or Graham Gilbert, Director of Finance, or her/his/their authorised representative, hereby consents to become a *contractor* to *contract* number **505977** (relating to *project "European Macromolecular Crystallography Infrastructure Network 2"*) signed between the **Commission of the European Communities** (the "*Commission*") and **Lund University** established in Sweden, Paradisgatan 5c, S221 00, Lund (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **University of York**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
University of York

For the coordinator
Lund University

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FORM A - ACCESSION TO THE CONTRACT

Universiteit Leiden established in Netherlands, Rapenburg 70/74, 2300 RA, Leiden , 9500 represented by Jan Reedijk, Professor, or his authorised representative, hereby consents to become a *contractor* to *contract* number **505977** (relating to *project "European Macromolecular Crystallography Infrastructure Network 2"*) signed between the **Commission of the European Communities** (the "*Commission*") and **Lund University** established in Sweden, Paradisgatan 5c, S221 00, Lund (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **Universiteit Leiden**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
Universiteit Leiden

For the coordinator
Lund University

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FORM A - ACCESSION TO THE CONTRACT

Georg-August-Universität Göttingen established in Germany, Wilhelmsplatz 1, D-37073, Göttingen represented by Horst Kern, President of the University, and/or Dorothea Mey, Head of Research Department, or her/his/their authorised representative, hereby consents to become a *contractor* to *contract* number **505977** (relating to *project "European Macromolecular Crystallography Infrastructure Network 2"*) signed between the **Commission of the European Communities** (the "*Commission*") and **Lund University** established in Sweden, Paradisgatan 5c, S221 00, Lund (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **Georg-August-Universität Göttingen**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
Georg-August-Universität Göttingen

For the coordinator
Lund University

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FORM A - ACCESSION TO THE CONTRACT

Centre Europeen de Recherche en Biologie et M?decine - Groupement d'Int?r?t Economique established in France, 1 Laurent Fries, 67404, Illkirch , 10142 represented by Jean-Louis MANDEL, Director, and/or Katell SCHAEFFER, Financial Administrator, or her/his/their authorised representative, hereby consents to become a *contractor* to *contract* number **505977** (relating to *project "European Macromolecular Crystallography Infrastructure Network 2"*) signed between the **Commission of the European Communities** (the "*Commission*") and **Lund University** established in Sweden, Paradisgatan 5c, S221 00, Lund (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **Centre Europeen de Recherche en Biologie et M?decine - Groupement d'Int?r?t Economique**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor

Centre Europeen de Recherche en Biologie et M?decine - Groupement d'Int?r?t Economique

For the coordinator

Lund University

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FORM A - ACCESSION TO THE CONTRACT

Medical Research Council established in United Kingdom, 20 Park Crescent, W1B 1AL, London, N/A, N/A represented by Simon Walker, Finance Manager, and/or John Milsom, Finance Director, or her/his/their authorised representative, hereby consents to become a *contractor* to *contract* number **505977** (relating to *project "European Macromolecular Crystallography Infrastructure Network 2"*) signed between the **Commission of the European Communities** (the "*Commission*") and **Lund University** established in Sweden, Paradisgatan 5c, S221 00, Lund (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **Medical Research Council**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
Medical Research Council

For the coordinator
Lund University

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FORM A - ACCESSION TO THE CONTRACT

Instituto de Tecnologia Quimica e Biologica (Univ. Nova Lisboa) established in Portugal, Av. Republica, Apt. 127, 2781-901, Oeiras represented by Peter Lindley, Director, and/or Maria Armenia Carrondo, Vice Director, or her/his/their authorised representative, hereby consents to become a *contractor* to *contract* number **505977** (relating to *project "European Macromolecular Crystallography Infrastructure Network 2"*) signed between the **Commission of the European Communities** (the "*Commission*") and **Lund University** established in Sweden, Paradisgatan 5c, S221 00, Lund (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **Instituto de Tecnologia Quimica e Biologica (Univ. Nova Lisboa)**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
Instituto de Tecnologia Quimica e Biologica (Univ. Nova Lisboa)

For the coordinator
Lund University

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FORM A - ACCESSION TO THE CONTRACT

Universita di Pavia established in Italy, Strada Nuova 65, I-27100, Pavia represented by Guglielmina Ranzani, Director, and/or Cesare Mussi, or her/his/their authorised representative, hereby consents to become a *contractor* to *contract* number **505977** (relating to *project "European Macromolecular Crystallography Infrastructure Network 2"*) signed between the **Commission of the European Communities** (the "*Commission*") and **Lund University** established in Sweden, Paradisgatan 5c, S221 00, Lund (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **Universita di Pavia**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
Universita di Pavia

For the coordinator
Lund University

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