



EUROPEAN COMMISSION
RESEARCH EXECUTIVE AGENCY

SME Actions
Head of Unit

Brussels, 16 NOV. 2012
REA.S1- [REDACTED] /ARES/2012

REGISTERED MAIL

[REDACTED]
**TEAGASC-AGRICULTURE
AND FOOD DEVELOPMENT
AUTHORITY**
[REDACTED]

Subject: FP7-SME-2012-SME-AG-AUTOGRASSMILK-314879

Dear [REDACTED],

Please find enclosed the above mentioned grant agreement duly signed on **15/11/2012** on behalf of the Research Executive Agency (REA). The grant agreement entered into force on that day. In accordance with the terms of the grant agreement, the official start date of the project is **01/01/2013**.

You are requested to distribute a copy to each beneficiary.

If not already done, please make sure that one of the three signed originals of the accession Form A is sent to the REA at the latest 45 calendar days after entry into force of the grant agreement. Should any beneficiary fail or refuse to accede to the grant agreement within the deadline, the REA is no longer bound by its offer to the said beneficiary(ies) in conformity with Article 1.3 of the grant agreement. The Form A, duly signed by the beneficiary's authorised legal representative identified in the grant agreement¹ and countersigned by the authorised legal representative of your organisation, should be sent without delay to the REA at the address mentioned in Article 8.1 of the GA.

Within 45 days following the entry into force of the grant agreement you should receive the pre-financing for the consortium provided for under the terms of the grant agreement. It should be distributed in accordance with the terms of the grant agreement and any relevant provisions of the consortium agreement. **Please also note that the receipt of the pre-**

¹If the authorised legal representative indicated in the grant agreement is not the person having signed it, please indicate in the accompanying letter the reason for this and confirm the legal authorisation of the person having signed.

financing and distribution of the funds of the European Union (the Union) is subject to the provisions set out in Article II.6 (payment modalities) and Article 7 (special clauses) of the grant agreement.

I take this opportunity to remind you that the total costs identified in Annex I to the grant agreement that are the basis for the estimation of the maximum financial contribution of the Union, are an estimate for the expected eligible costs to be incurred by the beneficiaries under the project. **The financial contribution of the Union, however, will be reimbursed on the basis of actual eligible costs incurred and in accordance with the provisions of Articles II.14, II.15 and II.16 of the grant agreement.**

I draw your attention to the requirement to have concluded a consortium agreement as referred in Article 1.4 of the grant agreement.

More information regarding FP7 can be found at http://cordis.europa.eu/fp7/home_en.html.

Yours sincerely,



Enclosure: original signed Grant Agreement

**SEVENTH FRAMEWORK PROGRAMME OF THE
EUROPEAN UNION**

RESEARCH EXECUTIVE AGENCY

SP4-Capacities

Research for the benefit of specific groups

Research for SME associations/groupings

FP7-SME-2012

Grant Agreement Number 314879

AUTOGRASSMILK

**Innovative and sustainable systems combining automatic milking and
precision grazing**

FP7-SME-2012-314879-AUTOGRASSMILK

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 314879

PROJECT TITLE AUTOGRASSMILK

Research for the benefit of specific groups

Research for SME associations/groupings

The **Research Executive Agency** (the "*REA*"), acting under powers delegated by the European Commission (the "*Commission*")

of the **one part**,

and TEAGASC - AGRICULTURE AND FOOD DEVELOPMENT AUTHORITY, established in Oak Park, CARLOW, Ireland represented by [REDACTED] or their authorised representative, the *beneficiary* acting as "*coordinator*" of the *consortium* (the "*coordinator*"), ("*beneficiary no. 1*"), participant type: "RTD Performer",

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 - BSG-SME-AG Specific Provisions related to "Research for SMEs" or "Research for SME Associations"

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*.

- **IRISH GRASSLAND ASSOCIATION**, established in COOKSTOWN, KELLS MEATH, Ireland represented by [REDACTED] or [REDACTED] authorised representative ("*beneficiary no. 2*"), participant type: "SME Association/Grouping",

- **STICHTING DIENST LANDBOUWKUNDIG ONDERZOEK**, established in DROEVENDAALSESTEEG 4, WAGENINGEN, 6708 PB, Netherlands represented by [REDACTED] or their authorised representative ("*beneficiary no. 3*"), participant type: "RTD Performer",

- **LAND- EN TUINBOUW ORGANISATIE NOORDVERENIGING LTO NOORD**, established in ZWARTEWATERALLEE 14 , ZWOLLE, 8031 DX, Netherlands represented by [REDACTED] or [REDACTED] authorised representative ("*beneficiary no. 4*"), participant type: "SME Association/Grouping",
- **AARHUS UNIVERSITET**, established in Nordre Ringgade 1, AARHUS C, 8000, Denmark represented by [REDACTED] or their authorised representative ("*beneficiary no. 5*"), participant type: "RTD Performer",
- **VIDENCENTRET FOR LANDBRUG**, established in Agro Food Park 15, AARHUS, 8200, Denmark represented by [REDACTED] or their authorised representative ("*beneficiary no. 6*"), participant type: "SME Association/Grouping",
- **INSTITUT DE L'ELEVAGE**, established in rue de Bercy 149, PARIS, 75595, France represented by [REDACTED] or their authorised representative ("*beneficiary no. 7*"), participant type: "RTD Performer",
- **CENTRE NATIONAL INTERPROFESSIONNEL DE L'ECONOMIE LAITIERE**, established in RUE DE CHATEAUDUN 42, PARIS, 75314, France represented by [REDACTED] or their authorised representative ("*beneficiary no. 8*"), participant type: "SME Association/Grouping",
- **SVERIGES LANTBRUKSUNIVERSITET**, established in Arrheniusplan 2C, UPPSALA, 75007, Sweden represented by [REDACTED] their authorised representative ("*beneficiary no. 9*"), participant type: "RTD Performer",
- **SVENSK MJOELK AB**, established in VATTUGATAN 17, STOCKHOLM, 10124, Sweden represented [REDACTED] or [REDACTED] authorised representative ("*beneficiary no. 10*"), participant type: "SME Association/Grouping",
- **UNIVERSITE DE LIEGE**, established in Place du 20 août 7, LIEGE, 4000, Belgium represented by [REDACTED] or their authorised representative ("*beneficiary no. 11*"), participant type: "RTD Performer",
- **COMITE DU LAIT DES PROVINCES DE LIEGE, NAMUR, LUXEMBOURG, DU BRABANT WALLON ET HAINAUT**, established in ROUTE DE HERVE 104, BATTICE HERVE, 4651, Belgium represented by [REDACTED] or their authorised representative ("*beneficiary no. 12*"), participant type: "SME Association/Grouping",
- **AIDAN MICHAEL POWER**, established in GURRANE, LATTERAGH, NENAGH, Ireland represented by [REDACTED] or [REDACTED] authorised representative ("*beneficiary no. 13*"), participant type: "Other enterprises or end-users",
- **THURE WORM - LUNDSMARK**, established in LUNDSMARKVEJ 41, RIBE, 6760, Denmark represented by [REDACTED] or [REDACTED] authorised representative ("*beneficiary no. 14*"), participant type: "Other enterprises or end-users",
- **THE CIRCA GROUP EUROPE LIMITED**, established in PEMBROKE STREET 26, DUBLIN 2, 2, Ireland represented by [REDACTED] or his authorised representative ("*beneficiary no. 15*"), participant type: "Other enterprises or end-users",

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

2. The *coordinator* shall send to the *REA* 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 *REA* is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the *REA*, 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 European Union ("*the Union*"), has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *Innovative and sustainable systems combining automatic milking and precision grazing (AUTOGRASSMILK)* (the "*project*") within the framework of the *SP4-Capacities* 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 36 months from 1st January 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 15
- P2: from month 16 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 2,273,546.00 (*two million two hundred and seventy three thousand five hundred and forty six 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: TEAGASC

Name of bank:

Account reference:

Article 6 - Pre-financing

A *pre-financing* of EUR 1,364,127.60 (*one million three hundred and sixty four thousand one hundred and twenty seven EURO and sixty cents*) 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 113,677.30 (*one hundred and thirteen thousand six hundred and seventy seven EURO and thirty 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 *REA* 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

AU Finance and Planning - AU Driftsøkonomi, Foulum, which is an integral part of beneficiary AARHUS UNIVERSITET has an analytical accounting system which allows it to identify its actual indirect costs. Therefore, and notwithstanding the provisions of article II.15.3, AU Finance and Planning - AU Driftsøkonomi, Foulum 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 15

1. The *beneficiary(ies)* shall provide the *REA* with a written confirmation that it has received (a) favourable opinion(s) of the relevant ethics committee(s) and, if applicable, the regulatory approval(s) of the competent national or local authority(ies) in the country in which the research is to be carried out before beginning any *REA* approved research requiring such opinions or approvals. The copy of the official approval from the relevant national or local ethics committees must also be provided to the *REA*.

Special clause 6

Notwithstanding the provisions of Article 6 the *pre-financing* shall be paid not earlier than 45 days before the *start date* of the project.

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 *REA*: Research Executive Agency
S1-SME COV2-17/12
COV 2, B-1049 Brussels, Belgium

For the *coordinator*: [REDACTED]
TEAGASC - AGRICULTURE AND FOOD DEVELOPMENT AUTHORITY
[REDACTED]

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

For the *REA*: <http://ec.europa.eu/research/participants/portal/>

For the *coordinator*: [REDACTED]

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 *REA* identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of Unit of S1-SME COV2-17/12.

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 and the *REA* 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.

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 *REA*, on the day of the last signature.

Done in two originals in English.

For the *coordinator* done at CARLOW

For the *REA* done at Brussels

Name of the legal entity

Name of the legal representative

Stamp of the organisation (if applicable)

Signature of legal representative

30 OCT 2012

Date

Head of Unit
REA-SME Actions

Name of the legal representative

Signature of legal representative

15 NOV. 2012

Date



