

EUROPEAN COMMISSION

DIRECTORATE-GENERAL FOR RESEARCH & INNOVATION

SP1-Cooperation

Collaborative project

Large-scale integrating project

FP7-NMP-2012-LARGE-6

Grant Agreement Number 310584

NANoREG

**A common European approach to the regulatory testing of
nanomaterials**

NMP4-LA-2013-310584

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 310584

PROJECT TITLE NANoREG

Collaborative project

Large-scale integrating project

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

and MINISTERIE VAN INFRASTRUCTUUR EN MILIEU, established in RIJNSTRAAT 8, DEN
HAAG, 2500 EZ, Netherlands represented by Chris Kuipers, Director General for Environment and
International Affairs or his authorised representative, the *beneficiary* acting as "*coordinator*" of the
consortium (the "*coordinator*"), (*beneficiary no. 1*),

of the other part

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

Annex I - Description of Work

Annex II - General conditions

Annex III - Non applicable

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

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

Annex VI - Form C - Financial statement per funding scheme

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

- Terms of reference for the certificate on the methodology

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

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

• JRC JOINT RESEARCH CENTRE EUROPEAN COMMISSION, established in Rue de la Loi 200, BRUSSELS, 1049, Belgium represented by Krzysztof Maruszewski, Director and/or Hermann Stamm, Head of Unit or their authorised representative ("*beneficiary no. 2*").

• BUNDESANSTALT FUER ARBEITSSCHUTZ UND ARBEITSMEDIZIN, established in FRIEDRICH HENKEL WEG 1-25, DORTMUND, 44149, Germany represented by Volker Wölfel, Head of Central Division, and/or Michael Schwering, Head of Financial Department or their authorised representative ("*beneficiary no. 3*").

• **DET NATIONALE FORSKNINGSCENTER FOR ARBEJDSMILJØ**, established in **LEKSO PARKALLE 105, KØBENHAVN, 2100**, Denmark represented by **Otto Melchior Poulsen**, Research director and/or **Andreas Tang**, Head of finance or their authorised representative ("beneficiary no. 4").

• **RIJKSINSTITUUT VOOR VOLKSGEZONDHEIDEN MILIEU** NATIONAL INSTITUTE FOR PUBLIC HEALTH AND THE ENVIRONMENT, established in **Antonie Van Leeuwenhoeklaan 9, BILTHOVEN, 3721 MA**, Netherlands represented by **André van der Zande**, Director-general and/or **Walter Wijngaarden, van**, Vice director-general or their authorised representative ("beneficiary no. 5").

• **BUNDESINSTITUT FUER RISIKOBEWERTUNG**, established in **MAX DOHRN STRASSE 8-10, BERLIN, 10589**, Germany represented by **Andreas Hensel**, President and/or **Karin Schlesier**, Head of Research Coordination or their authorised representative ("beneficiary no. 6").

• **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE**, established in **Rue Michel Ange, 3, PARIS, 75794**, France represented by **Younis HERMES**, Délégué Régional or his authorised representative ("beneficiary no. 7").

• **AIT Austrian Institute of Technology GmbH**, established in **Donau-City-Strasse 1, WIEN, 1220**, Austria represented by **Anton Plimon**, Managing Director and/or **Wolfgang Knoll**, Managing Director or their authorised representative ("beneficiary no. 8").

• **INSTITUTE OF OCCUPATIONAL MEDICINE**, established in **Research Avenue North, Riccarton 45, EDINBURGH, EH14 4AP**, United Kingdom represented by **Chris Owens**, Finance Director/Company Secretary or his authorised representative ("beneficiary no. 9").

• **TEMAS AG Technology and Management Services**, established in **EGNACHERSTRASSE 69, ARBON, 9320**, Switzerland represented by **Karl Hoehener**, Member of the Board and/or **Annemarie Gemperli**, CEO / CTO / Member of the Board or their authorised representative ("beneficiary no. 10").

• **FUNDACION GAIKER**, established in **Parque Tecnológico de Zamudio, Edificio 202, ZAMUDIO, 48170**, Spain represented by **BEGONA GOIRICELAYA**, GENERAL MANAGER or her authorised representative ("beneficiary no. 11").

• **NANOTECHNOLOGY INDUSTRIES ASSOCIATION AISBL**, established in **AVENUE LOUISE 101, BRUXELLES, 1050**, Belgium represented by **Steffi Friedrichs**, Director General or her authorised representative ("beneficiary no. 12").

• **BASF SE**, established in **CARL BOSCH STRASSE 38, LUDWIGSHAFEN, 67056**, Germany represented by **Ben van Ravenzwaay**, Senior Vice President and/or **Caspar Grote**, Senior Counsel or their authorised representative ("beneficiary no. 13").

• **THE PROVOST, FELLOWS, FOUNDATION SCHOLARS & THE OTHER MEMBERS OF BOARD OF THE COLLEGE OF THE HOLY & UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN**, established in **College Green, DUBLIN, 2**, Ireland represented by **Mary Tracey**, Contracts Manager and/or **James Callaghan**, Associate Director or their authorised representative ("beneficiary no. 14").

• **KAROLINSKA INSTITUTET**, established in **Nobels Vag 5, STOCKHOLM, 17177**, Sweden represented by **Eva Björndal**, Compliance Coordinator and/or **Erik Forsse**, Administrative Officer or their authorised representative ("beneficiary no. 15").

• **NORSK INSTITUTT FOR LUFTFORSKNING**, established in Instituttveien 18, KJELLER, 2027, Norway represented by Kari Nygaard, Managing Director and/or Paal Berg, Deputy Director or their authorised representative ("beneficiary no. 16").

• **ISTITUTO SUPERIORE DI SANITA**, established in Viale Regina Elena 299, ROMA, 00161, Italy represented by ENRICO GARACI, PRESIDENT or his authorised representative ("beneficiary no. 17").

• **AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE, L'ENERGIA E LO SVILUPPO ECONOMICO SOSTENIBILE**, established in Lungotevere Grande Ammiraglio Thaon di Revel 76, ROMA, 00196, Italy represented by Giovanni Lelli, Commissioner or his authorised representative ("beneficiary no. 18").

• **STATENS ARBEIDSMILJØINSTITUTT**, established in GYDAS VEI 8, OSLO, 0363, Norway represented by Tore Pedersen, Director of Corporate Governance and Research Administration and/or Vidar Skaug, Head Physician/Toxicologist or their authorised representative ("beneficiary no. 19").

• **ACONDICIONAMIENTO TARRASENSE ASSOCIACION**, established in CARRER DE LA INNOVACIO 2, TERRASSA, 08225, Spain represented by Joan Parra, General Manager or his authorised representative ("beneficiary no. 20").

• **INSTITUT NATIONAL DE RECHERCHE ET DE SECURITE**, established in Rue Olivier Noyer 30, PARIS CEDEX 14, 75014, France represented by Stéphane Pimbert, Director General and/or Wilfrid Strauss, Director of Lorraine Centre or their authorised representative ("beneficiary no. 21").

• **FACULTES UNIVERSITAIRES NOTRE-DAME DE LA PAIX DE NAMUR**, established in Rue de Bruxelles 61, NAMUR / NAMEN, 5000, Belgium represented by Yves POULLET, Rector and/or Robert SPORKEN, Vice-rector or their authorised representative ("beneficiary no. 22").

• **COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES**, established in RUE LEBLANC 25, PARIS 15, 75015, France represented by Gilles BLOCH, Life sciences division director and/or Joël BADE, Deputy director of the life sciences division or their authorised representative ("beneficiary no. 23").

• **GEOCHEM RESEARCH BV**, established in WEESPERZIJDE 28, AMSTERDAM, 1091 EC, Netherlands represented by Virginie Heidweiller, managing director or her authorised representative ("beneficiary no. 24").

• **HEALTH PROTECTION AGENCY HPA**, established in BUCKINGHAM PALACE ROAD 151, LONDON, SW1W 9SZ, United Kingdom represented by John Cooper, CRCE Director and/or John Harrison, CRCE Deputy Director - Research or their authorised representative ("beneficiary no. 25").

• **CENTRUM VOOR ONDERZOEK IN DIERGENEESKUNDE EN AGROCHEMIE - CODA**, established in Groeselenberg 99, BRUXELLES, 1180, Belgium represented by Pierre KERKHOFS, General Director and/or Frank KOENEN, Director or their authorised representative ("beneficiary no. 26").

• **UNIVERSITAT AUTONOMA DE BARCELONA**, established in Campus UAB -BELLATERRA- s/n, CERDANYOLA DEL VALLES, 08193, Spain represented by Ferran Sancho Pifarre, Rector and/or Maria Pilar Dellunde Clavé, Vice-rector for Research or their authorised representative ("beneficiary no. 27").

• **FONDAZIONE ISTITUTO ITALIANO DI TECNOLOGIA**, established in VIA MOREGO 30, GENOVA, 16163, Italy represented by ROBERTO GINGOLANI, SCIENTIFIC DIRECTOR or his authorised representative ("beneficiary no. 28").

• **ASOCIACION DE INVESTIGACION DE LAS INDUSTRIAS DE LA CONSTRUCCION**, established in Parque Tecnológico de Paterna, c/ Benjamin Franklin 17, PATERNA - VALENCIA, 46980, Spain represented by RAMON GONGOST VALLES, MANAGING DIRECTOR and/or FRANCISCO MARTINEZ COMES, DEPUTY MANAGER or their authorised representative ("beneficiary no. 29").

• **STICHTING DIENST LANDBOUWKUNDIG ONDERZOEK**, established in DROEVENDAALSESTEEG 4, WAGENINGEN, 6708 PB, Netherlands represented by Robert van Gorcom, Director and/or Adrie Vermunt, Deputy Director or their authorised representative ("beneficiary no. 30").

• **CONSIGLIO NAZIONALE DELLE RICERCHE**, established in PIAZZALE ALDO MORO 7, ROMA, 00185, Italy represented by Luigi Ambrosio, Coordinator or his authorised representative ("beneficiary no. 31").

• **ASSOCIATION SAINT YVES**, established in Place André Leroy 3, ANGERS CEDEX 01, 49005, France represented by Eric HOUIVET, Secrétaire Général and/or Dominique VERMERSCH, Recteur or their authorised representative ("beneficiary no. 32").

• **NEDERLANDSE ORGANISATIE VOOR TOEGEPAST NATUURWETENSCHAPPELIJK ONDERZOEK - TNO**, established in Schoemakerstraat 97, DELFT, 2628 VK, Netherlands represented by Paulien M. Bongers, director innovation area or her authorised representative ("beneficiary no. 33").

• **INSTITUT NATIONAL DE L'ENVIRONNEMENT ET DES RISQUES INERIS**, established in Parc Technologique Alata, VERNEUIL EN HALATTE, 60550, France represented by VINCENT LAFLECHE, Chief executive officer or his authorised representative ("beneficiary no. 34").

• **AGENCE NATIONALE DE SECURITE SANITAIRE DE L'ALIMENTATION, DE L'ENVIRONNEMENT ET DU TRAVAIL**, established in Avenue du General Leclerc 27-31, Maisons Alfort, 94701, France represented by Marc Mortureux, Director General and/or Martial Menendorff, Deputy Director General or their authorised representative ("beneficiary no. 35").

• **BIONANONET FORSCHUNGSGESELLSCHAFT MBH**, established in ELISABETHSTRASSE 9-11, GRAZ, 8010, Austria represented by Frank Sinner, CEO and/or Gabriele Katz, CEO or their authorised representative ("beneficiary no. 36").

• **LUNDS UNIVERSITET**, established in Paradisgatan 5c, LUND, 22100, Sweden represented by Per Göran Nilsson, Head of faculty Office and/or Sonja Meiby, Personnel Director or their authorised representative ("beneficiary no. 37").

• **GENOK - SENTER FOR BIOSIKKERHET**, established in FORSKNINGSPARKEN 1 BREIVIKA, TROMSO, 9294, Norway represented by Anne Ingeborg Myhr, Managing Director or her authorised representative ("beneficiary no. 38").

• **UNIVERSITETET I BERGEN**, established in Museplassen 1, BERGEN, 5007, Norway represented by Sverre Åge Dahl, Research Director and/or Inger Gjesdahl, Deputy Director or their authorised representative ("beneficiary no. 39").

- **EIDGENOESSISCHES DEPARTEMENT DES INNERN**, established in Inselgasse 1, BERN, 3003, Switzerland represented by Steffen Wenger, Head of Division or his authorised representative ("beneficiary no. 40").
- **VENETO NANOTECH SCPA**, established in VIA SAN CRISPINO 106, PADOVA, 35129, Italy represented by Nicola Trevisan, CEO and/or Luigi Rossi Luciani, President or their authorised representative ("beneficiary no. 41").
- **INSTITUTO TECNOLOGICO DEL EMBALAJE, TRANSPORTE Y LOGISTICA**, established in Calle Albert Einstein Parque Tecnológico, 1, Paterna, 46980, Spain represented by CARMEN SANCHEZ REIG, Deputy director or her authorised representative ("beneficiary no. 42").
- **UNIVERSIDAD DE LLEIDA**, established in Placa Victor Siurana 1 1, LLEIDA, 25003, Spain represented by Jaume Puy-Llorens, Vice-Rector of Research and/or Roberto Fernández-Díaz, Rector or their authorised representative ("beneficiary no. 43").
- **STIFTELSEN SINTEF**, established in Strindveien 4, TRONDHEIM, 7465, Norway represented by Torstein Haarberg, Executive Vice President and/or Jack A. Odgaard, Vice President, Research or their authorised representative ("beneficiary no. 44").
- **UNIVERSITAET LEIPZIG**, established in RITTERSTRASSE 26, LEIPZIG, 04109, Germany represented by Frank Nolden, Chancellor/Head of Administration and/or Fritz König, Deputy Chancellor or their authorised representative ("beneficiary no. 45").
- **NPL MANAGEMENT LIMITED**, established in SERCO HOUSE 16 BARTLEY WOOD BUSINESS PARK BARTLEY WAY 16, HOOK - HAMPSHIRE, RG27 9UY, United Kingdom represented by Dennis Yates, Head of Support Services or his authorised representative ("beneficiary no. 46").
- **LABORATOIRE NATIONAL DE METROLOGIE ET D'ESSAIS**, established in Ruc Gaston Boissier 1, PARIS, 75724, France represented by Jean-Luc LAURENT, General Manager or his authorised representative ("beneficiary no. 47").
- **LABORATORIO IBERICO INTERNACIONAL DE NANOTECNOLOGIA**, established in AVENIDA MESTRE JOSE VEIGA, BRAGA, 4715-330, Portugal represented by José Rivas, Director General and/or Paulo Freitas, Deputy Director or their authorised representative ("beneficiary no. 48").
- **TYOETERVEYSLAITOS**, established in Topeliuksenkatu 41 a A, HELSINKI, 00250, Finland represented by Kai Savolainen, Director, Nanosafety Research Center and/or Anna-Liisa Pasanen, Director, Research and Development or their authorised representative ("beneficiary no. 49").
- **UNIVERSITETET FOR MILJO OG BIOVITENSKAP**, established in UNIVERSITETSTUNET 3, AS, 1430, Norway represented by Siri Margrethe Loksa, University Director and/or Jan Olav Aasbo, Administrative Director or their authorised representative ("beneficiary no. 50").
- **FUNDACION TEKNIKER**, established in CALLE INAKI GOENAGA 5, EIBAR GUIPUZCOA, Spain represented by ALEJANDRO BENGEOA, GENERAL MANAGER or his authorised representative ("beneficiary no. 51").

• CHALMERS TEKNISKA HOEGSKOLA AB, established in - GOETEBORG, 41296, Sweden represented by Peter Apell, Head of Department and/or Mikael Kall, Deputy Head of Department or their authorised representative ("beneficiary no. 52").

• INSTITUTO DE SOLDADURA E QUALIDADE, established in Av. Professor Doutor Cavaco Silva, Talaide, Taguspark 33, PORTO SALVO (OEIRAS), 2740-120, Portugal represented by Jorge Gabriel, R&D Manager and/or João Paulo Duarte, Project Manager or their authorised representative ("beneficiary no. 53").

• TURVALISUUS JA KEMIKAALIVIRASTO, established in OPASTINSILTA 12B HELSINKI, 00521, Finland represented by Seppo Ahvenainen, Director General and/or Jukka Ahtiainen, Senior Coordinator or their authorised representative ("beneficiary no. 54").

• BAYER MATERIALSCIENCE AG, established in Kaiser-Wilhelm-Allee 60, Leverkusen, 51373, Germany represented by Jens Kaatz, Head of Functional Films and/or Peter Krueger, Head of Bayer Working Group Nanotechnology or their authorised representative ("beneficiary no. 55").

• ARKEMA FRANCE SA, established in RUE ESTIENNE D ORVES 420, Colombes, 92700, France represented by Christian Colette, R&D Vice President or his authorised representative ("beneficiary no. 56").

• STORA ENSO OYJ, established in KANAVARANTA 1, HELSINKI, 00101, Finland represented by Jukka Kilpeläinen, Head of Group R&D and/or Mikael Hannus, Head of Biorefinery or their authorised representative ("beneficiary no. 57").

• UPM-KYMMENE OYJ, established in ETELAESPLANADI 2, HELSINKI, 00130, Finland represented by Esa Laurinsilta, Director, UPM, Biofibrils or his authorised representative ("beneficiary no. 58").

• SP SVERIGES TEKNISKA FORSKNINGSPASTITUT AB, established in BRINELLGATAN 4, BORAS, 501 15, Sweden represented by Per-Erik Petersson, Chief Technology Officer, CTO or his authorised representative ("beneficiary no. 59").

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

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

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

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

Article 2 - Scope

The Union has decided to grant a financial contribution for the implementation of the project as specified in Annex 1, called *A common European approach to the regulatory testing of nanomaterials (NANoREG)* (the "project") within the framework of the SPI-Cooperation and under the conditions laid down in this grant agreement.

Article 3 - Duration and start date of the project

The duration of the project shall be 42 months from the first day of the month after the entry into force of the grant agreement (hereinafter referred to as the "start date").

Article 4 - Reporting periods and language of reports

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

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

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

Article 5 - Maximum financial contribution of the Union

1. The maximum financial contribution of the Union to the project shall be EUR 10,000,000.00 (ten million 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 1 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 1.

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: Min.IM.SSO Algemeen

Name of bank: Royal Bank of Scotland

Account reference: NLS1RBOS0569998174

Article 6 - Pre-financing

A pre-financing of EUR 5 333 333.33 (five million three hundred and thirty three thousand three hundred and thirty three EURO and thirty three cents) shall be paid to the coordinator within 30 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 500 000.00 (five hundred thousand EUR), corresponding to the beneficiaries' contribution to the Guarantee Fund referred to in Article 11.20 and representing 5% of the maximum financial contribution of the Union referred to in Article 5.1, is transferred in their name by the Commission from the pre-financing into the Guarantee Fund. However, beneficiaries are deemed to have received the full pre-financing referred to in the first indent and will have to justify it in accordance with the grant agreement.

Article 7 - Special clauses

The following special clauses apply to this grant agreement:

Special clause 1

1. The Union shall carry out part of the project through its Joint Research Centre (JRC) subject to the following conditions:

(a) For the purposes of this grant agreement, the JRC shall be considered as a research organisation.

(b) For the purposes of this grant agreement, the JRC shall be considered as a beneficiary. It shall have the same rights and same obligations as the other beneficiaries and shall be a member of the consortium identified in Article 1.1.

(c) An amount of EUR 78 400.00 (seventy eight thousand four hundred EURO), of the pre-financing referred to in Article 6 shall be kept by the Commission for the JRC.

The JRC hereby agrees that the amount of EUR 7 350.00 (seven thousand three hundred and fifty EURO), corresponding to the beneficiaries' contribution to the Guarantee Fund referred to in Article 11.20 and representing 5% of the maximum financial contribution of the Union intended for the JRC as stated in Annex I, is transferred in its name by the Commission from this part of the pre-financing into the Guarantee Fund.

(d) In addition to the documents referred to in Article 11.4, the consortium shall indicate to the Commission the amount of each of the payments referred to in Article 11.6.b and 11.6.c to be transferred by the Commission to the JRC.

(e) This grant agreement takes precedence over any consortium agreement signed by the Commission, represented by the JRC.

2. Relations within the Commission between Directorate-General for Research & Innovation and the JRC shall be regulated by an administrative arrangement as set out in Annex VIII to the grant agreement, without prejudice to the rights of the other beneficiaries.

Special clause 5

1. A project review shall be held at a mid-term stage.

2. At least two months before the date of the review the *Commission* shall communicate to the *consortium* in accordance with Article 8: the modalities of the *project* 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 *project* review shall be eligible under the activity referred to in Article II.16.5.

3. The *project* review shall be made on the basis of the satisfactory completion of due deliverables, milestones listed in Annex I as well as on the progress reported in the periodic report for the period considered.

Special clause 7

Notwithstanding Article II.16, the reimbursement rate for GEOCHEM RESEARCH BV regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for STATENS ARBEIDSMILJØINSTITUTT regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for TURVALLISUUS JA KEMIKAALIVIRASTO regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for GENOK - SENTER FOR BIOSIKKERHET regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for AGENCE NATIONALE DE SECURITE SANITAIRE DE L'ALIMENTATION, DE L'ENVIRONNEMENT ET DU TRAVAIL regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for LABORATORIO IBERICO INTERNACIONAL DE NANOTECNOLOGIA regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for EIDGENOESSISCHES DEPARTEMENT DES INNERN regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for VENETO NANOTECH SCPA regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for BUNDESANSTALT FUER ARBEITSSCHUTZ UND ARBEITSMEDIZIN regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for ASOCIACION DE INVESTIGACION DE LAS INDUSTRIAS DE LA CONSTRUCCION regarding research and technological

development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for ASSOCIATION SAINT YVES regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for DET NATIONALE FORSKNINGSCENTER FOR ARBEJDSMILJØ regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for INSTITUT NATIONAL DE RECHERCHE ET DE SECURITE regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for BUNDESINSTITUT FUER RISIKOBEWERTUNG regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for LABORATOIRE NATIONAL DE METROLOGIE ET D'ESSAIS regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for ACONDICIONAMIENTO TARRASENSE ASSOCIACION regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for HEALTH PROTECTION AGENCY HPA regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for INSTITUTE OF OCCUPATIONAL MEDICINE regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for INSTITUTO DE SOLDADURA E QUALIDADE regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for STICHTING DIENST LANDBOUWKUNDIG ONDERZOEK regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for CENTRUM VOOR ONDERZOEK IN DIERGENEESKUNDE EN AGROCHEMIE CODA regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for AIT Austrian Institute of Technology GmbH regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for FONDAZIONE ISTITUTO ITALIANO

DI TECNOLOGIA regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for SP SVERIGES TEKNISKA FORSKNINGSIINSTITUT AB regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for FUNDACION GAIKER regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for NORSK INSTITUTT FOR LUFTFORSKNING regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for INSTITUTO TECNOLOGICO DEL EMBALAJE, TRANSPORTE Y LOGISTICA regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for BASF SE regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for UNIVERSIDAD DE LLEIDA regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for THE PROVOST, FELLOWS, FOUNDATION SCHOLARS & THE OTHER MEMBERS OF BOARD OF THE COLLEGE OF THE HOLY & UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for UNIVERSITAET LEIPZIG regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for TYOETERVEYSLAITOS regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for FACULTES UNIVERSITAIRES NOTRE-DAME DE LA PAIX DE NAMUR regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for LUNDS UNIVERSITET regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for UNIVERSITETET FOR MILJO OG BIOVITENSKAP regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for NPL MANAGEMENT LIMITED regarding research and technological development activities, demonstration activities and other

activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for INSTITUT NATIONAL DE L'ENVIRONNEMENT ET DES RISQUES INERIS regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for FUNDACION TEKNIKER regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for UNIVERSITETET I BERGEN regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for KAROLINSKA INSTITUTET regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for ISTITUTO SUPERIORE DI SANITA regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for CHALMERS TEKNISKA HOEGSKOLA AB regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for STIFTELSEN SINTEF regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for UNIVERSITAT AUTONOMA DE BARCELONA regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for AGENZIA NAZIONALE PER LE NUOVE TECNOLOGIE L'ENERGIA E LO SVILUPPO ECONOMICO SOSTENIBILE regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for NEDERLANDSE ORGANISATIE VOOR TOEGEPAST NATUURWETENSCHAPPELIJK ONDERZOEK - TNO regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for RIJKSINSTITUUT VOOR VOLKSGEZONDHEIDEN MILIEU NATIONAL INSTITUTE FOR PUBLIC HEALTH AND THE ENVIRONMENTEN regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for JRC - JOINT RESEARCH CENTRE - EUROPEAN COMMISSION regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES regarding research and technological

development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Notwithstanding Article II.16, the reimbursement rate for CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE regarding research and technological development activities, demonstration activities and other activities, may reach a maximum of 20.00%, 20.00% and 20.00%.

Special clause 9

1. Costs incurred by the following *beneficiary(ies)* shall not be taken into consideration for determining the financial contribution of the Union:

- BAYER MATERIALSCIENCE AG
- ARKEMA FRANCE SA
- STORA ENSO OYJ
- UPM KYMMENE OYJ

2. Part B of Annex II, with the exception of Article II.23, II.25.2 and II.25.3, and any other financial and payment provisions contained in the *grant agreement* do not apply to *beneficiary(ies)* mentioned in the previous paragraph. This(ese) *beneficiary(ies)* need not submit, in particular, the reports mentioned in Article II.4.1.c) and II.4.4 and is/are not subject to financial audits and controls referred to in Article II.22.

3. When providing services or resources to another beneficiary, this(ese) beneficiary(ies) shall be considered as (a) third party(ies) for the purpose of the application of Article II.3 paragraphs c) and d).

Special clause 13

1. The *beneficiaries* shall comply with the ethical framework of FP7, all applicable legislation, any relevant future legislation and FP7 specific programmes on "Cooperation", "Ideas", "People", "Capacities" (2007-2013) and "Euratom" (2007-2011).

2. The *beneficiaries* undertake not to carry out research under this *project* involving any of the following activities:

- (a) research activities aiming at human cloning for reproductive purposes,
- (b) research activities intended to modify the genetic heritage of human beings which could make such change heritable, and
- (c) research activities intended to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.

Article 8 - Communication

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

For the *Commission*: European Commission
Directorate-General for Research & Innovation
G6 - Administration and Finance
B-1049 Brussels, Belgium

For the *coordinator*: Mr. Tom van Teunenbroek
MINISTERIE VAN INFRASTRUCTUUR EN MILIEU
DGM, V&R
RIJNSTRAAT 8
DEN HAAG 2500 EZ
NETHERLANDS

2. Reports and deliverables shall be transmitted to the *Commission* according to Article II.4.5.
3. For information or documents to be transferred by e-mail, the following addresses shall be used:

For the *Commission*: RTD-CONTRACT-DIR-G@ec.europa.eu

For the *coordinator*: Tom.vanTeunenbroek@minienm.nl

4. 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 3 and to their legal representative. Other *beneficiaries* are deemed to have been notified if notification has been sent to the address mentioned in Article I.1.

5. Any communication or request relating to the processing of personal data (Article II.13) shall be submitted using the address(es) for the *Commission* identified in paragraphs 1 and 3, to the controller responsible for the processing: Head of Unit of G6 - Administration and Finance.

Article 9 - Applicable law and competent court

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

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

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

Article 10 - Application of the *grant agreement* provisions

Any provision of this part of the *grant agreement*, shall take precedence over the provisions of any of the Annexes. The provisions of Annex III shall take precedence over the provisions of Annex II, and both shall take precedence over the provisions of Annex I.

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

Article 11 - Entry into force of the grant agreement

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

Done in two originals in English.

For the coordinator done at DEN HAAG

For the Commission done at Brussels

MINISTERIE VAN INFRASTRUCTUUR
Name of the legal entity - EN MILIEU

Chris Kuipers, dg MI
Name of the legal representative



Ministerie van
Infrastructuur en Milieu

Stamp of the organisation (if applicable)

Signature of legal representative

Date

07 FEB. 2013

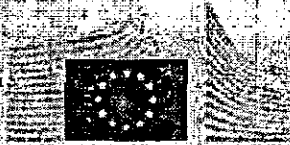
e. TOKAMARAS
Name of the legal representative

Signature of legal representative

Date

19 FEB. 2013





EUROPEAN COMMISSION
DIRECTORATE GENERAL FOR RESEARCH & INNOVATION

Directorate G - Industrial technologies
Finance and Administration
The Head of Unit

Brussels, 20 FEB. 2013
DG RTD.G6/HC/JB/nn
rd.ddg3.g.6(2013)180962

REGISTERED WITH AR

Mr. Tom Van Teunenbroek
MINISTERIE VAN
INFRASTRUCTUUR EN MILIEU
DGM, V&R
RIJNSTRAAT 8
DEN HAAG 2500 EZ
NETHERLANDS

Subject: Grant Agreement No: NMP4-LA-2013-310584
Acronym: "NANOREG"
Call identifier: FP7-NMP-2012-LARGE-6

Dear Mr. Van Teunenbroek,

Please find enclosed the above grant agreement duly signed on 19.02.2013 on behalf of the Commission. The grant agreement entered into force on that day. In accordance with the terms of the grant agreement, the official commencement date of the project is 01.03.2013.

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 Commission 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 previous deadline, the Commission is no longer bound by its offer to the said beneficiary(ies) in conformity with Article 1.3 of the grant agreement. The beneficiaries' Form A, duly signed by the beneficiary(ies) authorised legal representative identified in the grant agreement and countersigned by the authorised legal representative of your organisation, should be sent without delay to the Commission at the following address:

If 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.

Commission européenne, B-1049 Bruxelles / Europese Commissie, B-1049 Brussel - Belgium, Telephone: (32-2) 299 11 11, Office: COV2 5030, Telephone: direct line (32-2) 2989469, Fax: (32-2) 2986150.

E-mail: Helene.CHRAYE@ec.europa.eu

European Commission
Directorate-General for Research and Innovation - Unit G.6
COV2-05/33
B-1049 Brussels

Within 45 days following the entry into force of the grant agreement you should receive the pre-financing for the consortium foreseen 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 reception of the pre-financing and the distribution of these funds is subject to the provisions set out in Article 7 (special clauses) and II.6 and II.19 (payment modalities) of the grant agreement.

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

Should you have any further questions, please do not hesitate to contact:

Mr. Georgios KATALAGARIANAKIS (Project Officer)
Tel.: +32 2 29 62922
E-mail: Georgios.Katalagarianakis@ec.europa.eu

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

Yours sincerely,


Hélène CHRAYE
Head of Unit

Enclosure: Original signed grant agreement

Cc: Mr. Georgios KATALAGARIANAKIS