

International Bureau of the Federal Ministry of Education and Research
at German Aerospace Center (DLR)

Contract
on the realization of
**a Joint European Research Project (JERP) under the Joint Call of SEE-
ERA.NET PLUS**

The German Aerospace Center (DLR)
(Deutsches Zentrum für Luft- und Raumfahrt e.V.,
Internationales Büro des BMBF –
Königswinterer Straße 522-524, 53227 Bonn)

- the International
Bureau -

and

Institute of Plant Physiology and Genetics,
11-13 Okolovrasten pat, 1113 Sofia, Bulgaria

- the JERP coordinator -

have concluded the following agreement under the SEE-ERA.NET PLUS Joint Call project reference
number: ERA 226/01

Preamble

This Agreement is based on a notification of the SEE-ERA.NET PLUS consortium on its Joint Call. This Agreement is designed to support the implementation of the JERP described in Annex A (the full proposal) in accordance with the General Conditions for Agreements on the Provision of Funds for Joint European Research Projects (JERPs) within the Joint Call of SEE-ERA.NET PLUS (Annex B). The project will be implemented by the JERP coordinator and (*Institute for Vegetable Crops, Smederevska Palanka; Goce Delcev University, Stip; Plant Protection Institute of Patras – NAGREF, Patras; Agricultural University of Tirana, Tirana; Maritsa Vegetable Crops Research Institute; Plovdiv and Institute of Plant Genetic Resources, Sadovo*), the latter being referred to as "other project

partners". Implementation of the JERP does not constitute an exchange of goods and services, either between the two Contracting Partners or between them and the other project partners.

Article 1

Purpose of the Agreement

The JERP coordinator and the other project partners shall implement the project described in Annex A (the full proposal) and entitled "*Exploration of Balkan biodiversity of Capsicum spp. to extract biotic stress resistant germplasm*".

Article 2

Integral Parts of the Agreement

Annexes A (the full proposal), B (General Conditions for Agreements on the Provision of Funds for Joint European Research Projects (JERPs) within the Joint Call of SEE-ERA.NET PLUS), and C (Financial Plan for the Overall Project) shall be integral parts of this Agreement. In these documents, the binding obligations of the JERP coordinator and the International Bureau are set forth.

Article 3

Tasks of the Contracting Partners

The sharing of work between the JERP coordinator and the other project partners shall be in accordance with the binding conditions, rules and guidelines mentioned in Article 2. By concluding an appropriate agreement, the JERP coordinator shall ensure that the other project partners fulfil their tasks as required by Article 2 and the work plan.

Article 4

Financing of the Project

To fund the SEE-ERA.NET PLUS Joint Call project, the International Bureau shall make available to the JERP coordinator the amount of

137.400,00 €

(in letters: one hundred thirty-seven thousand four hundred Euro)

in accordance with Annex C (Financial Plan for the Overall Project).

The Euro is the general currency for all spending and reporting.

It is understood that this amount will be paid in instalments in accordance with the following schedule:

In reporting period 2010/2011 (August 1, 2010 until July 31, 2011)	72.162,00 EURO
In reporting period 2011/2012 (August 1, 2011 until September 30, 2012)	65.238,00EURO

The amount to be made available by the International Bureau is earmarked for the purpose of implementing the project, which means that it may only be used for the SEE-ERA.NET PLUS Joint Call project in accordance with the application (including supplements, if any) and the annexed Financial Plan for the Overall Project.

On the basis of the Financial Plan for the Overall Project, only expenditure incurred for the project during the respective funding period (01.10.2010 - 30.09.2012) may be financed and accounted for.

The funds granted are to be used efficiently and economically. Any income received in connection with the project (in particular grants, payments by third parties) is to be used to cover the expenditure related to the project. If the overall expenditure estimated in the Financial Plan for the Overall Project decreases, if the funds available to cover the expenditure increase or if additional funds are raised, then the project funds set out in this article (financing share of the International Bureau and corresponding funds) will be reduced as well.

If the JERP coordinator realizes that the basis of the work plan has changed, he or she must inform the International Bureau immediately. The International Bureau will then try to adjust the work plan.

The payment of funds by the International Bureau is subject to the receipt of the national contributions of all SEE-ERA.NET PLUS partners in due time in accordance with the Implementation Agreement on the Joint Call of SEE-ERA.NET PLUS.

Since each JERP has to be completed within the lifetime of the SEE-ERA.NET PLUS project, any extension of the project described in Annex A (the full proposal) is excluded.

The JERP coordinator is obliged to advise all partners of the consortium that double funding of personnel according to the national regulations is prohibited.

Article 5

Utilization of Results

The JERP coordinator and the other project partners shall conclude a cooperation agreement on the utilization of the results generated; this agreement shall include the rules and regulations on Intellectual Property Rights in scientific and technological research results of the JERP.

Article 6

Termination

The International Bureau may terminate this Agreement or parts thereof for good cause at any time in writing and with immediate effect.

In particular, good cause may exist if

- a) the contractual partner fails to fulfil one or several obligations of this contract
- b) the intended purpose cannot be reached with the allotted funds at all, or not within the anticipated time frame
- c) the conditions that formed the basis for concluding the contract become inapplicable at a later stage
- d) the conclusion of the contract was based on statements of the contracting partner that proved to be untrue or incomplete in essential parts
- e) expenditures decrease at a later stage or other significant changes related to the funding conditions occur
- f) the contractual partner fails to comply with the information and/or reporting obligations

Article 7

Amendments

Any amendments to this Agreement must be made in writing.

Article 8

Place of Jurisdiction

The Place of Jurisdiction shall be Bonn, Germany. In the matter of any dispute the German Law is applicable. The contracting parties have agreed to settle any potential disputes or differences by peaceful means. The competent Court of Justice shall settle any disputes or differences arising in connection with this contract that cannot be settled amicably.

Article 9

Validity

The present Contract shall enter into force on the day on which this Contract is signed by the Contracting Party and the International Bureau.

Article 10

Counterparts

This Contract is drawn up in 2 counterparts, each of which shall be deemed an original. The contracting parties shall receive 1 counterpart each.

JERP coordinator

(Place/Date)

Name of
the legal representative of coordinating institution
(in block letters with stamp)

Name of
coordinator / principal investigator
(in block letters)

Signature

Signature

German Aerospace Center (DLR)

- International Bureau of the Federal Ministry of Education and Research -

Bonn, 15.10.2010


Karin Wedde-Mühlhausen


Ralf Hanatschek

International Bureau
of the BMBF

General Conditions for Agreements on the Provision of Funds for Joint European Research Projects (JERPs) within the Joint Call of SEE- ERA.NET PLUS (Annex B)

Contents

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1. Use of funds provided under the agreement

- 1.1 Funds provided under the agreement may be used only for projects agreed upon between the JERP coordinator and the International Bureau in the agreement or in a written amendment thereto.
- 1.2 The entire financial plan shall be binding.
- 1.3 The financial plan shall provide for the actual expenses incurred by the JERP coordinator which have been authorized by the parties to the agreement.
- 1.4 Since the funds provided for the implementation of the Joint European Projects (JERPs) by the International Bureau are contributions from the SEE-ERA.NET PLUS partner countries and the European Commission, the funds shall be used by the JERP coordinator and the project partners according to the respective national rules and regulations.
- 1.5 The financial plan shall ensure a cost-efficient use of the funds.
- 1.6 Due to the structure of the coordinated common pot, any increase in the budget is excluded.
- 1.7 The shifting of funds between the different cost categories is acceptable, as far as
 - it does not exceed 20% of the total funds of the project
 - the shifting occurs within the limits of the resp. country-specific budget
 - the International Bureau is informed in advance

In any other case the coordinator has to submit a formal request with a sound justification for the shifting of funds to the International Bureau. The International Bureau will inform the coordinator within two weeks – and after the consultation of the concerned members of the SEE-ERA.NET PLUS consortium – about the decision on his request.

2. Payment schedule

- 2.1 With the official start of the JERP 160%¹ of the budget for the first reporting period will be transferred by the International Bureau to the coordinator. After the approval of the reports, pre-financing for the expenditures of the following reporting period should be provided. With the final report, a final payment request shall be submitted (10% of the overall contribution).

3. Ownership of equipment purchased with funds provided under the agreement

- 3.1 The project partners shall acquire title to all equipment purchased or manufactured with funds provided under the agreement.
- 3.2 An inventory of all items of such property exceeding a purchase or manufacture cost of 2,500 EUR shall be included in the interim and final reports referred to in clauses 4.2 and 4.3 hereinafter.

4. Midterm monitoring meeting

- 4.1 Each coordinator of a JERP shall participate in the Midterm monitoring meeting which is envisaged for October 2011 in Turkey. Aim of this meeting is to get feedback from the coordinators of all the JERPs funded in the Joint Call.

5. Reports

5.1 Supervision

The International Bureau has the right to supervise the implementation of the project and to examine the project-related records for the purpose of verifying fund utilization. The European Commission has the right to supervise the implementation of the project and to examine the project-related records for the purpose of verifying fund utilization for those projects that are partly funded by them. In addition, the funding bodies of the SEE-ERA.NET PLUS partner countries have the right to supervise their national project partners and to demand access to national project implementation documents.

¹ According to the specification outlined in the „Guide to Financial Issues relating to FP7 Indirect Actions“

5.2 Intermediate Reports²

For each project the JERP coordinator shall send the International Bureau - both in electronic and paper format - a brief general Intermediate Report on the execution and status of the project together with summary reports from each research group involved in the project in English. According to the specifications of the European Commission the reporting period for the Intermediate Report is August 1, 2010 until July 31, 2011. The Report has to be submitted within 30 days after the end of the reporting period.

The reporting shall comprise:

- FRONT PAGE, SELF DECLARATION, TABLE OF CONTENTS followed by the following sections:
 - 1. Publishable summary
 - 2. Project objectives for the period
 - 3. Work progress and achievements during the period
 - 4. Deliverables table (see 9. Annex) and milestones table
 - 5. Project Management
 - 6. Explanation of the use of the resources
 - 7. Finances
- Every Partner shall document the actual work time and funds spent on activities directly related to the executions of the project. Each Partner therefore, is responsible for:
 - Collecting original receipts, financial documents and time documentation forms relevant to the executions of the project.
 - Timely delivery of all cost statements and audit certificates to the coordinator.
 - Financial statements -- Forms C³ and Summary financial report (signed originals sent in parallel by post) The accounting tool of DLR shall be used to provide information about the use of the funds.

² Specifications derived from the FP7 Guidance Notes on Project Reporting at ftp://ftp.cordis.europa.eu/pub/fp7/docs/project_reporting_en.pdf

- 8. Certificates if applicable
- 9. Annex: Deliverables according to the work plan of the Full Proposal

The International Bureau will send a reporting template in due time to the coordinator of each JERP.

5.3 Final Report

For each project the JERP coordinator shall send the International Bureau - both in electronic and paper format - a Final Report with summary reports from each research group involved in the project in English. According to the specifications of the European Commission the reporting period for the Final Report is August 1, 2011 until the end of the JERP. If the JERP is completed prior to August 1, 2011 a final report instead of an Intermediate Report has to be prepared for the reporting period from August 1, 2010 until the end of the JERP. The Report has to be submitted within 30 days after the end of the JERP.

This final report shall have the structure as an Interim Report (see 5.2) but comprise two additional parts as described hereafter:

- A final publishable summary report covering results, conclusions and socio-economic impact of the project
- A plan for use and dissemination of the results

The International Bureau will send a reporting template in due time to the coordinator of each JERP:

5.4 Other Reporting Requirements

The foreign institution shall inform the International Bureau if:

- it becomes apparent that the institution will be unable to reach the targets specified in the project plan,

³ According to the FP7 Guidance Notes on Project Reporting at ftp://ftp.cordis.europa.eu/pub/fp7/docs/project_reporting_en.pdf

- other aspects of the project plan require modification,
- funds provided for the project cannot be utilized in accordance with the financial plan.

5.5 Right to publish

The SEE-ERA.NET PLUS consortium and the European Commission have the right to publish summary reports of each JERP.

6. Return of funds and payment of interest to the International Bureau

- 6.1 Funds paid by the International Bureau which have not been expended in accordance with the project plan and the financial plan shall be returned.

7. IPR and utilization of results

- 7.1. The results of joint research activities are jointly owned by the research partners. The results of such joint research are to be used for innovations; the partners are under an obligation to utilize the results, in particular to apply for property rights and exploit the results.
- 7.2. The details of the sharing of rights and of commercial benefits will be agreed between the research partners
- 7.3. The partners have an obligation to protect any patentable results of their research activities which hold commercial potential by applying for industrial property rights (e.g. patents) prior to publication. Inventions have to be kept secret while no application for property rights has been filed. Any know-how not protected by property rights must not be disclosed without the consent of the respective partner.
- 7.4 The detailed sharing of the rights to the research results and of the commercial benefits between the research partners must comply with the mutually binding principle of equal treatment.
- 7.5 Disputes concerning the intellectual property generated under such agreement will be settled through discussions to be conducted between the research partners

- 7.6 The research partners shall draw up a joint technology management plan dealing with all utilization opportunities, including sharing of the intellectual property and a strategy for the commercial utilization of the research results. An assessment of the utilization and exploitation prospects is to be submitted at an early stage, together with the application for funding. Any activities undertaken for utilization and exploitation are to be included in the assessment when the research partners carry out the annual updating of the technology management plan.

8. **Privacy Policy**

The International Bureau is allowed to store and pass personal data of all partners of the consortium to the SEE-ERA.NET PLUS partners and the European Commission. These personal data will be used for the internal procedures and statistical analyses. The International Bureau, the SEE-ERA.NET PLUS partners and the European Commission will undertake their best efforts to protect the data against any unauthorised access and to keep such information confidential, but shall not be held liable if third parties arrange access to the data by measures beyond the reasonable control of these institutions.

International Bureau of the Federal Ministry of Education and Research
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Financial Plan for the Overall Project: ERA 226/01 (Annex C)

Title of Project: Exploration of Balkan biodiversity of Capsicum spp. to extract biotic stress resistant germplasm

Overall Project Costs

Contribution in reporting period 2010/2011 in Euro	Contribution in reporting period 2011/2012 in Euro	Own funds In Euro	Total costs in Euro
72162,00	65238,00		137400,00

Contribution to the Overall Project

	Contribution in reporting period 2010/2011 in Euro	Contribution in reporting period 2011/2012 in Euro	Total contribution in Euro
Events	7900,00	4800,00	12700,00
Travel	10330,00	8230,00	18560,00
subsistence allowance	19810,00	16620,00	36430,00
Costs of personnel	11640,00	12600,00	24240,00
Subcontracting	4937,00	4345,00	9282,00
Indirect costs			
Durable equipment / Consum. and supplies	17545,00	18643,00	36188,00
Total costs in Euro	72162,00	65238,00	137400,00

International Bureau of the Federal Ministry of Education and Research
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Financial Plan for the Sub – Project: ERA 226/01 (Annex C)

Title of Project: Exploration of Balkan biodiversity of Capsicum spp. to extract biotic stress resistant germplasm

Name of Organisation: Institute of Plant Physiology and Genetics

Sub – Project Leader: Dr. Rossitza Rodeva

Contribution to the Sub - Project

Contribution in reporting period 2010/2011 in Euro	Contribution in reporting period 2011/2012 in Euro	Own funds in Euro	Total costs in Euro
14654,00	15346,00		30000,00

Contribution to the Sub - Project

	Contribution in reporting period 2010/2011 in Euro	Contribution in reporting period 2011/2012 in Euro	Total contribution in Euro
Events	0,00	2000,00	2000,00
Travel	3300,00	1540,00	4840,00
subsistence allowance	3560,00	3560,00	7120,00
Costs of personnel	2100,00	2100,00	4200,00
Subcontracting Indirect costs	959,00	1004,00	1963,00
Durable equipment / Consum. and supplies	4735,00	5142,00	9877,00
Total costs in Euro	14654,00	15346,00	30000,00

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Financial Plan for the Sub – Project: ERA 226/02 (Annex C)

Title of Project: Exploration of Balkan biodiversity of Capsicum spp. to extract biotic stress resistant germplasm

Name of Organisation: Agricultural University of Tirana

Sub – Project Leader: Prof. Jordan Merkuri

Contribution to the Sub - Project

Contribution in reporting period 2010/2011 in Euro	Contribution in reporting period 2011/2012 in Euro	Own funds in Euro	Total costs in Euro
9204,00	6596,00		15800,00

Contribution to the Sub - Project

	Contribution in reporting period 2010/2011 in Euro	Contribution in reporting period 2011/2012 in Euro	Total contribution in Euro
Events	0,00	800,00	800,00
Travel	2310,00	1080,00	3390,00
subsistence allowance	3050,00	1110,00	4160,00
Costs of personnel	1420,00	1900,00	3320,00
Subcontracting	1534,00	1099,00	2633,00
Indirect costs			
Durable equipment / Consum. and supplies	890,00	607,00	1497,00
Total costs in Euro	9204,00	6596,00	15800,00

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Financial Plan for the Sub – Project: ERA 226/03 (Annex C)

Title of Project: Exploration of Balkan biodiversity of Capsicum spp. to extract biotic stress resistant germplasm

Name of Organisation: Institute of Plant Genetic Resources

Sub – Project Leader: Prof. Liliya Krasteva

Contribution to the Sub - Project

Contribution in reporting period 2010/2011 in Euro	Contribution in reporting period 2011/2012 in Euro	Own funds in Euro	Total costs in Euro
11247,00	8753,00		20000,00

Contribution to the Sub - Project

	Contribution in reporting period 2010/2011 in Euro	Contribution in reporting period 2011/2012 in Euro	Total contribution in Euro
Events	2400,00	0,00	2400,00
Travel	1550,00	2150,00	3700,00
subsistence allowance	4150,00	4150,00	8300,00
Costs of personnel	900,00	900,00	1800,00
Subcontracting	736,00	573,00	1309,00
Indirect costs			
Durable equipment / Consum. and supplies	1511,00	980,00	2491,00
Total costs in Euro	11247,00	8753,00	20000,00

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Financial Plan for the Sub – Project: ERA 226/04 (Annex C)

Title of Project: Exploration of Balkan biodiversity of Capsicum spp. to extract biotic stress resistant germplasm

Name of Organisation: Maritsa Vegetable Crops Research Institute

Sub – Project Leader: Dr. Dimitrina Kostova

Contribution to the Sub - Project

Contribution in reporting period 2010/2011 in Euro	Contribution in reporting period 2011/2012 in Euro	Own funds in Euro	Total costs in Euro
9871,00	10129,00		20000,00

Contribution to the Sub - Project

	Contribution in reporting period 2010/2011 in Euro	Contribution in reporting period 2011/2012 in Euro	Total contribution in Euro
Events	0,00	0,00	0,00
Travel	1090,00	1330,00	2420,00
subsistence allowance	2760,00	2760,00	5520,00
Costs of personnel	1600,00	1600,00	3200,00
Subcontracting Indirect costs	646,00	663,00	1309,00
Durable equipment / Consum. and supplies	3775,00	3776,00	7551,00
Total costs in Euro	9871,00	10129,00	20000,00

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Financial Plan for the Sub – Project: ERA 226/05 (Annex C)

Title of Project: Exploration of Balkan biodiversity of Capsicum spp. to extract biotic stress resistant germplasm

Name of Organisation: Goce Delcev University-Stip

Sub – Project Leader: Prof. Ilija Karov

Contribution to the Sub - Project

Contribution in reporting period 2010/2011 in Euro	Contribution in reporting period 2011/2012 in Euro	Own funds in Euro	Total costs in Euro
9990,00	5810,00		15800,00

Contribution to the Sub - Project

	Contribution in reporting period 2010/2011 in Euro	Contribution in reporting period 2011/2012 in Euro	Total contribution in Euro
Events	2000,00	0,00	2000,00
Travel	770,00	500,00	1270,00
subsistence allowance	1880,00	1700,00	3580,00
Costs of personnel	2720,00	3200,00	5920,00
Subcontracting	654,00	380,00	1034,00
Indirect costs			
Durable equipment / Consum. and supplies	1966,00	30,00	1996,00
Total costs in Euro	9990,00	5810,00	15800,00

International Bureau of the Federal Ministry of Education and Research
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Financial Plan for the Sub – Project: ERA 226/06 (Annex C)

Title of Project: Exploration of Balkan biodiversity of Capsicum spp. to extract biotic stress resistant germplasm

Name of Organisation: Plant Protection Institute of Patras - NAGREF

Sub – Project Leader: Dr. Ioannis Manoussopoulos

Contribution to the Sub - Project

Contribution in reporting period 2010/2011 in Euro	Contribution in reporting period 2011/2012 in Euro	Own funds in Euro	Total costs in Euro
10960,00	9040,00		20000,00

Contribution to the Sub - Project

	Contribution in reporting period 2010/2011 in Euro	Contribution in reporting period 2011/2012 in Euro	Total contribution in Euro
Events	3500,00	0,00	3500,00
Travel	900,00	1200,00	2100,00
subsistence allowance	2400,00	2400,00	4800,00
Costs of personnel	0,00	0,00	0,00
Subcontracting Indirect costs	0,00	0,00	0,00
Durable equipment / Consum. and supplies	4160,00	5440,00	9600,00
Total costs in Euro	10960,00	9040,00	20000,00

International Bureau of the Federal Ministry of Education and Research
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Financial Plan for the Sub – Project: ERA 226/07 (Annex C)

Title of Project: Exploration of Balkan biodiversity of Capsicum spp. to extract biotic stress resistant germplasm

Name of Organisation: Centre for Vegetable Crops, Smederevska Palanka

Sub – Project Leader: Dr. Dejan Cvikic

Contribution to the Sub - Project

Contribution in reporting period 2010/2011 in Euro	Contribution in reporting period 2011/2012 in Euro	Own funds in Euro	Total costs in Euro
6236,00	9564,00		15800,00

Contribution to the Sub - Project

	Contribution in reporting period 2010/2011 in Euro	Contribution in reporting period 2011/2012 in Euro	Total contribution in Euro
Events	0,00	2000,00	2000,00
Travel	410,00	430,00	840,00
subsistence allowance	2010,00	940,00	2950,00
Costs of personnel	2900,00	2900,00	5800,00
Subcontracting Indirect costs	408,00	626,00	1034,00
Durable equipment / Consum. and supplies	508,00	2668,00	3176,00
Total costs in Euro	6236,00	9564,00	15800,00