

## FUNDERS AGREEMENT

### Funding contributions and participation in Co-ordinated Call under the SNOWMAN FP6 ERA-Net

I am pleased to confirm that **[PARTNER NAME ]** agrees to make a maximum contribution of **[STATE AMOUNT]** ("the Funding Contribution") to the above Co-ordinated Call.

The Funding Contribution will be made in respect of research proposals carried out during the period from April 2007 to December 2008, and will be provided according to the following terms and conditions agreed between the Partners set out in Appendix 1 to this Agreement:

1. The Partners are signatories of the contract ERAC-CT-2003-003219 with the European Commission, as contractors in the FP6 Era-Net project SNOWMAN (Sustainable management of soil and groundwater under the pressure of soil pollution and soil contamination). The Partners have agreed to undertake a pilot co-ordinated research call to fund trans-national research in the SNOWMAN partner countries, within the technical scope of the call (which is set out at Annex 1 to the Applicants' Guide). .
2. **This Agreement sets out the rights and obligations of the Partners towards one another in relation to the operation of the Co-ordinated Call, and does not affect the wider consortium activities of the SNOWMAN project.**
3. The Partners each agree to commit funding to the Co-ordinated Call up to the amounts set out in Funding Schedule at Appendix 1.
4. Final decisions as to whether to fund any proposal in a country shall be made by the Partner for that country (after recommendation by the Call Steering Committee). If the proposal is successful, the funding Partners shall each enter into a Funding Contract with the beneficiary for the delivery of the national or regional element of the proposal.
5. The Funding Contract shall require the beneficiary to comply with (in the following order of precedence) each of the following :-
  - a) the Applicants' Guide, including the Component 2 Common Conditions
  - b) any other document referred to in the Funding Contract and any award letter
6. The Partners agree to observe, comply with and carry out their obligations under this Agreement, which comprises the following documents :-
  - a) this Letter, signed by each of the Partners ;
  - b) the Funding Schedule (Appendix 1);
  - c) the Definitions (Appendix 2)
  - d) the Principles of Call and annexes thereto (Appendix 3);
  - e) the Applicants' Guide and annexes thereto (Appendix 4) ; and
  - f) the Common Application Form (Appendix 5)

In the case of any ambiguity or conflict or inconsistency between this Agreement and the EC Contract, the provisions of the EC Contract shall take precedence. In the case of any ambiguity or conflict or inconsistency between the documents forming this Agreement, the documents shall take precedence in the form in which they appear in this Condition.

7. The Partners each agree to take part in the Call Steering Committee (one representative per Partner), to which this organisations representative and the respective substitute will be

Item	Representative	Substitute
Name		
Full address		
Telephone No		
Fax No		
Email		

The Call Steering Committee shall seek consensus on all decisions and decisions it makes shall be unanimous.

8. The Call Steering Committee, on behalf of the Partners and any third party funders, shall be responsible for the execution of the Co-ordinated Call in accordance with this Agreement. UBA as Secretariat shall assist the Call Steering Committee, in accordance with this Agreement.
9. This Agreement shall commence on **1<sup>st</sup> October 2006**. It shall automatically come to an end once the rights and obligations of all the Partners under this Agreement and under each and every one of the Partners respective Funding Contracts awarded under the Co-ordinated Call has been met, without prejudice to the Partners' obligations under this Agreement or the respective Funding Contracts which are provided to survive its termination.
10. The Partners shall ensure that the SNOWMAN logo and the Commission and Era-Net FP6 logos are used in all its communications and publications in relation to the Co-ordinated call and that the support of the Commission is acknowledged.
11. The Partners each undertake, with respect to the other Partners, to make all reasonable efforts and to act with care and skill to perform and fulfill, promptly, actively and on time the obligations in this Agreement and in the delivery of the Co-ordinated Call, including in the provision of information and documents to the Secretariat and to the Co-ordinator.
12. The Partners will act at all times in the best interests of the Co-ordinated Call rather than for individual gain, and will make reasonable efforts to promptly notify the Coordinator and the Secretariat of any problem or delay in performance, or any other circumstance that may affect the implementation of the Co-ordinated Call or this Agreement.
13. Each Partner shall be liable for the performance of its obligations under this Agreement and shall indemnify the other Partners and hold them harmless in respect of any injury, damage or loss they or any of them actually suffer as a result of any failure to perform any of its duties or obligations under this Agreement.
14. No Partner shall be responsible towards any other Partner for any indirect or consequential loss or damage such as, but not limited to, loss of profit, loss of revenue, or loss of contracts.

15. Each Partner shall be solely liable for any loss, damage or injury to third parties resulting from the performance of its work hereunder and shall hold the other Partners harmless against any indemnity or damages whatsoever payable to a third party in relation thereto.
16. This Agreement contains the whole agreement between the Partners in respect of the Co-ordinated Call and supersedes all previous communications, representations and arrangements, whether written or oral.
17. This Agreement shall not constitute or be deemed to constitute either a partnership or any formal business organisation or legal entity between the Partners, nor any Partner as the agent of another, nor be construed as organising the sharing of profits or losses arising out of the efforts of any Partner.
18. The Partners agree to apply as between the Partners the following requirements which apply in the EC Contract as if they apply to this Agreement (and with the Coordinator in place of the Commission, and the Partners in place of the Contractors therein), and only insofar as they can apply to this Agreement:-
  - a) Confidentiality clauses – EC Contract Annex II, Article II.9, without compromising confidentiality and freedom of information issues under national laws, for the duration of this Agreement and for a period of 5 (five) years thereafter.
  - b) Force Majeure clauses - EC Contract at Annex II, Clause II.4.
  - c) Termination clauses - EC Contract at Annex II, II.15 to II.18.
19. If any Partner withdraws or terminates its involvement, that shall not cause the automatic termination of this Agreement. Neither termination nor expiry of this Agreement for any reason nor termination of participation of or by a Partner shall bring to an end any obligation surviving the termination or the expiry of the Agreement, including the confidentiality, liability and indemnity provisions in this Agreement
20. The failure of a Partner to exercise any contractual or other right or remedy in relation to the Co-ordinated Call, shall not constitute a waiver of this Agreement or the breach. Legal proceedings concerning any issue under this Agreement may not be lodged before the courts more than 6 (six) years after the facts.
21. This Agreement shall be construed according to and governed by the law of Belgium, and shall be subject to the exclusive jurisdiction of the Court of First Instance in Brussels. Any dispute arising within the framework of this Agreement must be first submitted, at the request of any of the Partners concerned, to the Co-ordinator with a view to settling the dispute amicably.
22. This Agreement is drawn up in English. English shall govern the Co-ordinated Call and all matters under this Agreement.
23. No Partner shall assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the other Partners (which shall not be unreasonably withheld). This shall not preclude an assignment or transfer by operation of law where the Partner concerned is a statutory body or other public body.
24. Should any provision of this Agreement be found to be invalid or incapable of fulfillment whether in whole or in part, this shall not affect the validity of the remaining provisions of this Agreement. The Partners shall be entitled to demand that a valid and practicable provision be negotiated to fulfil the purpose of the invalid or impracticable provision.

25. Amendments or changes to this Letter of Agreement, Appendices 1 and 2 shall be valid only if made in writing and signed by each of the Partners. Amendments or Changes to the Principles of Call paper shall be made only by unanimous written agreement of the Call Steering Committee which may be effected by electronic communication or email. The Call Steering Committee may similarly amend the Applicants' Guide or Common Application Form until such time as the Coordinated Call is advertised, but may not amend those documents at any time thereafter without written agreement of the Partners.

**ACCESSION TO THE AGREEMENT – SIGNATURE PAGE**

The Partners each expressly waive the benefit of article 1325 of the Civil Code and they expressly acknowledge and accept that non compliance with the conditions provided by that provision does not amount to any fraud.

Signature:

Name of authorised signatory:

Name of Partner :

Date:

Stamp or seal of the organisation