



EUROPEAN COMMISSION
Information Society & Media - Directorate-General
Components and Systems
Photonics

01/08/2011
Aves (2011) 836234

Brussels, 01/08/2011
DG INFSO/G5

Karlsruher Institut fuer Technologie
Mr Volker Saile
Kaiserstrasse 12
76131 Karlsruhe
Germany

7th RTD Framework Programme – Specific Programme Cooperation
Theme 3 “Information and Communication Technologies”
Call identifier: FP7-ICT-2009-7,
Proposal No 288869 NAVOLCHI

Re: Signed grant agreement

Dear Mr Saile,

Please find enclosed one original of the above-mentioned grant agreement, signed by you as the coordinator and by the Commission on **28/07/2011**.

The grant agreement has entered into force on that date.

Please be reminded that according to Article 1.2 of the grant agreement, the coordinator should 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 payment of the pre-financing will be initiated in accordance with Article 6 of the grant agreement. Please note that according to the provisions of Article 6, the coordinator shall distribute the pre-financing only to the beneficiaries who have acceded to the grant agreement, and after the accession of the minimum number of beneficiaries required by the Rules for Participation.

We wish the project every success for the future. Please inform the other participants about this letter and distribute a copy of this signed grant agreement to all project participants.

Should you require any further information, please do not hesitate to contact us.

Yours sincerely,

Michael Hohenbichler
Project Officer

Enclosure: Signed grant agreement

EUROPEAN COMMISSION
INFORMATION SOCIETY AND MEDIA DIRECTORATE-GENERAL

Information and Communication Technologies

Collaborative Project

NAVOLCHI

Nano Scale Disruptive Silicon-Plasmonic Platform for Chip-to-Chip
Interconnection

Grant Agreement Number 288869

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 288869

Nano Scale Disruptive Silicon-Plasmonic Platform for Chip-to-Chip Interconnection

Collaborative Project

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

and **Karlsruher Institut fuer Technologie**, established in Kaiserstrasse 12, 76131 Karlsruhe - GERMANY, represented by Mr Bernhard DASSELAAR, Head of Cost Account and/or Mr Volker SAILE, Chief Science Officer, or their authorised representative, the *beneficiary* acting as *coordinator* of the *consortium* (the "*coordinator*"), ("*beneficiary n° 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 <i>beneficiaries</i> to the <i>grant agreement</i> |
| Annex V | - Form B – Request for accession of a new <i>beneficiary</i> to the <i>grant agreement</i> |
| 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*.

- **INTERUNIVERSITAIR MICRO-ELECTRONICA CENTRUM VZW** established in Kapeldreef 75, 3001 LEUVEN - BELGIUM, represented by Mr Luc VAN DEN HOVE, President & CEO, or his authorised representative ("*beneficiary n° 2*"),

- **TECHNISCHE UNIVERSITEIT EINDHOVEN** established in DEN DOLECH 2, 5612 AZ EINDHOVEN - THE NETHERLANDS, represented by Mr Ton BACKX, Dean and/or Ms Suzanne UDO, Managing Director, or their authorised representative ("*beneficiary n° 3*"),

- **RESEARCH AND EDUCATION LABORATORY IN INFORMATION TECHNOLOGIES** established in Adrianiou 2 & Papada, 11525 Athens - GREECE, represented by Mr Athanasios ZESIMOPOULOS, President of BoD and/or Ms Didoe PREVEDOUROU, Research Director, or their authorised representative ("*beneficiary n° 4*"),

- **UNIVERSITAT DE VALENCIA** established in AVENIDA BLASCO IBANEZ 13, 46010 VALENCIA - SPAIN, represented by Mr Esteban Jesús MORCILLO SÁNCHEZ, Rector

and/or Mr Pedro Miguel CARRASCO SORLÍ, Vice-Rector for Research and Scientific Policy, or their authorised representative ("*beneficiary n° 5*"),

- **STMICROELECTRONICS SRL** established in VIA C.OLIVETTI 2, 20041 AGRATE BRIANZA - ITALY, represented by Mr Enrico VILLA, DIRECTOR and/or Mr Pietro PALELLA, General Director, or their authorised representative ("*beneficiary n° 6*"),

- **UNIVERSITEIT GENT** established in SINT PIETERSNIEUWSTRAAT 25, 9000 GENT - BELGIUM, represented by Mr Paul VAN CAUWENBERGE, Rector and/or Mr Luc MOENS, Vice-Rector, or their authorised representative ("*beneficiary n° 7*"),

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 I, called "**Nano Scale Disruptive Silicon-Plasmonic Platform for Chip-to-Chip Interconnection (NAVOLCHI)**" (the "*project*") within the framework of the Specific Programme "**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 **36 months** from **01 November 2011** (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**
- **Final**: from month **19** 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 2,400,000 (TWO MILLION FOUR HUNDRED THOUSAND 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: KARLSRUHER INSTITUT FUR TECHNOLOGIEKIT
Name of bank: BADEN-WUERTTEMBERGISCHE BANK (TRADING AS
LANDESBANK BADEN-WU
Account reference: DE18600501017495501296

Article 6 – Pre-financing

A *pre-financing* of **EUR 1,560,000 (ONE MILLION FIVE HUNDRED SIXTY THOUSAND EURO)** 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 120,000 (ONE HUNDRED TWENTY THOUSAND EURO)**, 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 *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*:

7.1 Special clause n°6 - LATE PAYMENT OF THE *PRE-FINANCING*

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

7.2 Special clause n°30 - DEPARTMENTS/INSTITUTES ETC. WITHIN A LEGAL ENTITY THAT CAN IDENTIFY THEIR REAL INDIRECT COSTS WHERE THE (WHOLE) LEGAL ENTITY CANNOT

The Large Scale Research Sector, which is an integral part of the Karlsruhe Institute of Technology (KIT) has an analytical accounting system which allows it to identify its actual indirect costs. Therefore, and notwithstanding the provisions of Article II.15.3, the Large Scale

Research Sector may declare indirect costs in FP7 *grant agreements* based on its actual indirect costs, despite the fact that the Karlsruhe Institute of Technology (KIT) has opted for a flat rate.

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
Information Society and Media Directorate-General
B-1049 Brussels
Belgium

For the *coordinator*: Ms. Natascha Wallburg
Hermann-von-Helmholtz-Platz 1
76344 Eggenstein-Leopoldshafen
Germany

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

For the *Commission*: INFSO-ICT-288869@EC.EUROPA.EU

For the *coordinator*: natascha.wallburg@kit.edu

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 *Commission* identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of *IST Operations* Unit.

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 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 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:

76344 Eggenstein-Leopoldshafen

Name of the legal entity:

Karlsruher Institut für Technologie

Name of legal representative:

Bernhard Dasselaar, Volker Saile
Head of Cost Account, Chief Science officer

Stamp of the organisation (if applicable):



Karlsruher Institut für Technologie

Signature of legal representative:

Date: *i.A. Müller*

i.A. U. an

13/07/2011

For the *Commission* done at Brussels:

Name of legal representative:

José Cotta
En suppléance de
Thierry Van der Pyl

Signature of legal representative:

José Cotta

28 JUL. 2011

Date: