

EUROPEAN COMMISSION
INFORMATION SOCIETY AND MEDIA DIRECTORATE-GENERAL

Information and Communication Technologies

Collaborative Project

SI-CODE

Towards new Brain-Machine Interfaces: state-dependent information coding

Grant Agreement Number 284553

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 284553

Towards new Brain-Machine Interfaces: state-dependent information coding

Collaborative Project

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

and **FONDAZIONE ISTITUTO ITALIANO DI TECNOLOGIA**, established in VIA MOREGO 30, 16163 GENOVA - ITALY, represented by Mr Roberto CINGOLANI, Scientific Director, or his 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*.

- **SCUOLA INTERNAZIONALE SUPERIORE DI STUDI AVANZATI** established in VIA BONOMEA 265, 34136 TRIESTE - ITALY, represented by Mr Guido MARTINELLI, Director and/or Mr Gianni DAL MASO, Deputy Director, or their authorised representative ("*beneficiary n° 2*"),

- **MAX PLANCK GESELLSCHAFT ZUR FOERDERUNG DER WISSENSCHAFTEN E.V.** established in Hofgartenstrasse 8, 80539 MUENCHEN - GERMANY, represented by Mr Nikos LOGOTHETIS, Managing Director and/or Mr Rainer HIRT, Head of Administration, or their authorised representative ("*beneficiary n° 3*"),

- **UNIVERSITAET ZUERICH** established in Raemistrasse 71, 8006 ZURICH - SWITZERLAND, represented by Mr Daniel WYLER, Vice President and/or Mr Andreas FISCHER, Rector, or their authorised representative ("*beneficiary n° 4*"),

- **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE** established in Rue Michel -Ange 3, 75794 PARIS - FRANCE, represented by Mr Alain MANGEOL, Délégué

Régional and/or Ms Anne-Françoise DUVAL, Adjointe au Délégué Régional, or their authorised representative ("*beneficiary n° 5*"),

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.

Article 2 – Scope

The *Union* has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called "**Towards new Brain-Machine Interfaces: state-dependent information coding (SI-CODE)**" (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 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
- **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 2,471,230 (TWO MILLION FOUR HUNDRED SEVENTY-ONE THOUSAND TWO HUNDRED THIRTY 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: FONDAZIONE ISTITUTO ITALIANO DI TECNOLOGIA
Name of bank: BANCA POPOLARE DI LODI SPA (BANCO POPOLARE GROUP)
Account reference: IT61Q0516401400000000000417

Article 6 – Pre-financing

A *pre-financing* of **EUR 1,729,861 (ONE MILLION SEVEN HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED SIXTY-ONE 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 123,561 (ONE HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED SIXTY-ONE 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°13 - ETHICAL RULES

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.

7.2 Special clause n°15 - ETHICAL REVIEW

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

such opinions or approvals. The copy of the official approval from the relevant national or local ethics committees must also be provided to the *Commission*.

2. The *beneficiary(ies)* shall ensure that, where an ethical review has been carried out by the *Commission*, the research carried out under the *project* fully complies with the requirements resulting from the ethical review (cf. Annex I chapter 4.2 Requirements of the Ethical Review).

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. Ingrid Sica
VIA MOREGO 30
16163 GENOVA
Italy

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

For the *Commission*: INFISO-ICT-284553@EC.EUROPA.EU

For the *coordinator*: ingrid.sica@iit.it

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:

Name of the legal entity:

FONDAZIONE ISTITUTO ITALIANO DI TECNOLOGIA

Name of legal representative:

PROF. ROBERTO CINGOLANI

Stamp of the organisation (if applicable):

FONDAZIONE ISTITUTO ITALIANO
DI TECNOLOGIA
Via Morego, 30
16163 GENOVA

Signature of legal representative:

Date:

FONDAZIONE ISTITUTO ITALIANO
DI TECNOLOGIA
Il Direttore Scientifico
Prof. Roberto Cingolani

For the *Commission* done at Brussels:

Name of legal representative:

Mário Campolargo

Signature of legal representative:

Mário Campolargo
Directeur

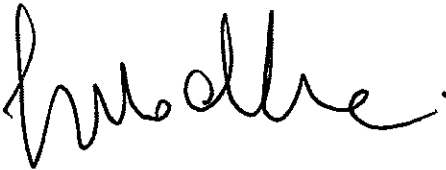

Date:

06 FEB. 2012

**FP7 GRANT AGREEMENT
ANNEX IV - FORM A – ACCESSION OF BENEFICIARIES TO THE GRANT
AGREEMENT**

SCUOLA INTERNAZIONALE SUPERIORE DI STUDI AVANZATI, represented for the purpose hereof by Mr Guido MARTINELLI, Director and/or Mr Gianni DAL MASO, Deputy Director, or their authorised representative, established in ITALY - VIA BONOMEA 265, 34136 TRIESTE acting as its legal authorised representative, hereby consents to become a beneficiary ("*beneficiary n°2*") to *grant agreement n° 284553* (relating to *project 'Towards new Brain-Machine Interfaces: state-dependent information coding'*) concluded between the European Commission and FONDAZIONE ISTITUTO ITALIANO DI TECNOLOGIA established in ITALY - VIA MOREGO 30, 16163 GENOVA and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by SCUOLA INTERNAZIONALE SUPERIORE DI STUDI AVANZATI, the third being sent to the *Commission* by the *coordinator* in accordance with Articles 1.1 and 1.2 and Article 8 of the *grant agreement*.

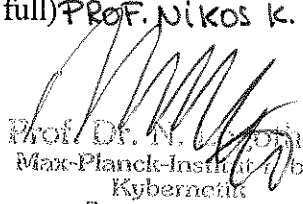
Name of Legal Entity: SCUOLA INTERNAZIONALE SUPERIORE DI STUDI AVANZATI	
Name of legal representative(s): (written out in full) PROF. GUIDO MARTINELLI	
Signature of legal representative(s):	
Date: 24/02/2012	
Stamp of the organisation	

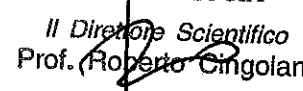
Name of Legal Entity: FONDAZIONE ISTITUTO ITALIANO DI TECNOLOGIA	
Name of legal representative: (written out in full) PROF. ROBERTO CINGOLANI	
Signature of legal representative:	
Date: 01/03/2012	FONDAZIONE ISTITUTO ITALIANO DI TECNOLOGIA Via Morego, 30 16163 GENOVA
Stamp of the organisation	

**FP7 GRANT AGREEMENT
ANNEX IV - FORM A – ACCESSION OF BENEFICIARIES TO THE GRANT
AGREEMENT**

MAX PLANCK GESELLSCHAFT ZUR FOERDERUNG DER WISSENSCHAFTEN E.V., represented for the purpose hereof by Mr Nikos LOGOTHETIS, Managing Director and/or Mr Rainer HIRT, Head of Administration, or their authorised representative, established in GERMANY - HOFGARTENSTRASSE 8, 80539 MUENCHEN acting as its legal authorised representative, hereby consents to become a beneficiary ("*beneficiary n°3*") to *grant agreement n° 284553* (relating to *project 'Towards new Brain-Machine Interfaces: state-dependent information coding'*) concluded between the European Commission and FONDAZIONE ISTITUTO ITALIANO DI TECNOLOGIA established in ITALY - VIA MOREGO 30, 16163 GENOVA and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by MAX PLANCK GESELLSCHAFT ZUR FOERDERUNG DER WISSENSCHAFTEN E.V., the third being sent to the *Commission* by the *coordinator* in accordance with Articles 1.1 and 1.2 and Article 8 of the *grant agreement*.

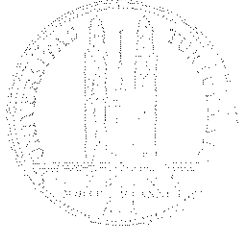
Name of Legal Entity: MAX PLANCK GESELLSCHAFT ZUR FOERDERUNG DER WISSENSCHAFTEN E.V.	
Name of legal representative(s): (written out in full) PROF. NIKOS K. LOGOTHETIS	
Signature of legal representative(s):	
Date: February 23, 2012	Prof. Dr. N. Logothetis Max-Planck-Institut f. biol. Kybernetik Spemannstr. 38 72076 Tübingen
Stamp of the organisation	

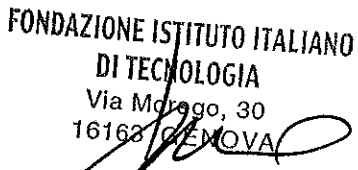
Name of Legal Entity: FONDAZIONE ISTITUTO ITALIANO DI TECNOLOGIA	
Name of legal representative: (written out in full) PROF. ROBERTO CINGOLANI	
Signature of legal representative:	
Date: 01/03/2012	FONDAZIONE ISTITUTO ITALIANO DI TECNOLOGIA Il Direttore Scientifico Prof. Roberto Cingolani
Stamp of the organisation	

FP7 GRANT AGREEMENT
ANNEX IV - FORM A – ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT

UNIVERSITAET ZUERICH, represented for the purpose hereof by Mr Daniel WYLER, Vice President and/or Mr Andreas FISCHER, Rector, or their authorised representative, established in SWITZERLAND - RAEMISTRASSE 71, 8006 ZURICH acting as its legal authorised representative, hereby consents to become a beneficiary ("*beneficiary n°4*") to *grant agreement n° 284553* (relating to *project 'Towards new Brain-Machine Interfaces: state-dependent information coding'*) concluded between the European Commission and FONDAZIONE ISTITUTO ITALIANO DI TECNOLOGIA established in ITALY - VIA MOREGO 30, 16163 GENOVA and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by UNIVERSITAET ZUERICH, the third being sent to the *Commission* by the *coordinator* in accordance with Articles 1.1 and 1.2 and Article 8 of the *grant agreement*.

Name of Legal Entity: UNIVERSITAET ZUERICH	
Name of legal representative(s): (written out in full) Prof. Daniel Wyler	
Signature of legal representative(s):	
<i>Daniel Wyler</i>	
Date: 27.2.12	
Stamp of the organisation	

Name of Legal Entity: FONDAZIONE ISTITUTO ITALIANO DI TECNOLOGIA	
Name of legal representative: (written out in full) Prof. ROBERTO CINQUANI	
Signature of legal representative:	 FONDAZIONE ISTITUTO ITALIANO DI TECNOLOGIA Via Morego, 30 16163 GENOVA
Date: 01/03/2012	
Stamp of the organisation	