

PIANOFORTE FUNDING AGREEMENT

«Citizen measurements as complementary radiation monitoring strategy in threats due to armed conflict or natural disasters - CITISTRA »

Réf. IRSN: LW 2024-0026

Réf Státní ústav radiační ochrany, v. v. i. (SURO): 2024/012

BETWEEN

INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE (INSTITUTE FOR RADIOLOGICAL PROTECTION AND NUCLEAR SAFETY), a French public body with industrial and commercial activities regulated by articles L592-45 to L592-49 and R592-39 to R592-61 of the French Environmental Code, registered at the RCS (Companies Register of Nanterre-France) under number 440 546 018, having its registered office at 31 avenue de la Division Leclerc, 92260, Fontenay-aux-Roses, France, and represented by Mr Jean Christophe NIEL, Director General,

Hereinafter referred to as « IRSN »,

Acting in the behalf of the beneficiaries of the PIANOFORTE Consortium

AND

Státní ústav radiační ochrany, v.v.i. (SURO), PIC number: 958902231, a Research oriented radiation protection institution having its registered office at Bartoškova 1450/28, 140 00, Praha 4, represented by Mr Aleš FROŇKA, Ph.D, Director

Hereinafter referred to as « the Coordinator »

and the following other entities, if they sign an 'accession form' (see Article 1 and 13 and Annex 5) :

- 1. Henryk Niewodniczanski Institute of Nuclear Physics, Polish Academy of Sciences (IFJ PAN), Krakow
- 2. Slovenská zdravotnícka univerzita v Bratislave (SZU), Bratislava
- 3. Central Mining Institute National Research Institute (GIG-PIB), Katowice

Hereinafter referred to as "the Signatories".

IRSN, the Signatories and the Coordinator are hereafter referred individually as "Party" or collectively as "Parties".

WHEREAS the European Atomic Energy Community ('EC-Euratom') represented by the European Commission concluded the grant agreement project 101061037 — PIANOFORTE (hereinafter referred to as "PIANOFORTE Grant Agreement") with a consortium consisting beneficiaries and associated partners (hereinafter referred to as "PIANOFORTE Consortium").

WHEREAS the PIANOFORTE Consortium has also signed a consortium agreement including beneficiaries and associated partners (hereinafter referred to as "PIANOFORTE Consortium Agreement").

WHEREAS IRSN represents the PIANOFORTE Consortium as its coordinator within the limits stated in the PIANOFORTE Consortium Agreement.

WHEREAS one of the objectives of the PIANOFORTE project is the organisation of at least three open calls.

Open call means competitive open call system organized by the PIANOFORTE Consortium in order to select and fund one or more research and innovation projects.

The aim is funding the most excellent research projects in the field of radiological protection in Europe.

Proposals were evaluated by an independent panel of scientific reviewers and proposals complying with the scientific evaluation criteria were ranked according to their scientific excellence.

WHEREAS following the call for proposals published on 26/07/2023, the Participants represented by the Coordinator submitted the proposal for the realisation of the project CITISTRA (Citizen measurements as complementary radiation monitoring strategy in threats due to armed conflict or natural disasters) (hereinafter referred to as "the Open Call Project").

The Open Call Project was ranked by the peer review panel and subsequently selected for funding by the General Assembly of PIANOFORTE upon proposition of the Executive Board.

WHEREAS an agreement shall be signed to organize the funding of some Participants and fix the obligations of the Coordinator.

THE PARTIES HAVE AGREED AS FOLLOWS

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ARTICLE 1 SUBJECT OF THE AGREEMENT

This funding agreement (hereinafter referred to as "Agreement") sets out:

- the rights and obligations and terms and conditions applicable in return of the grant awarded for the implementation of the Open Call Project described in Appendix 1;
- the rights and obligations of the Coordinator.

By signing the Agreement and the accession forms, the Signatories accept the grant and agree to implement the action under their own responsibility and in accordance with the Agreement, with all the terms and conditions it sets out.

If the Coordinator is an Associated Partner, it shall not be subject to the financial provisions set out in this Agreement.

ARTICLE 2 DEFINITIONS

2.1 Participants

As defined in the PIANOFORTE Grant Agreement and in the PIANOFORTE call text published on 24 April 2023, "Participants" are entities participating in the action as beneficiaries, affiliated entities, associated partners, third parties giving in-kind contributions, subcontractors or recipients of financial support to third parties.

The Participants of the Open Call Project are listed hereinafter:

2.1.1 Beneficiaries

Beneficiary involved in this Open Call Project is:

- Státní ústav radiační ochrany, v. v. i. (SURO)

2.1.2 Associated Partners

There is no Associated partner involved in this Open Call Project.

2.1.3 Affiliated Entities

Affiliated entities involved in the Open Call Project are:

- Henryk Niewodniczanski Institute of Nuclear Physics, Polish Academy of Sciences (IFJ PAN) linked to GIG-PIB
- Slovenská zdravotnícka univerzita v Bratislave (SZU) linked to SURO

2.1.4 Third parties giving in-kind contributions

There is no Third party giving in-kind contributions involved in this Open Call Project

2.1.5 Subcontractors

There is no Subcontractor involved in this Open Call Project.

2.1.6 Recipients of financial support to third parties.

There is no Recipient of financial support to third parties involved in this Open Call Project.

2.2 Status of Beneficiaries which are not participating in the Open Call Project but whose affiliated entity or third parties are considered as Participants

Beneficiaries who are not participating in the action but whose affiliated entity or third parties are considered as Participants must sign an accession form.

Said Beneficiary is not considered as a Participant of the Open Call Project.

In the frame of this Agreement the following Beneficiaries have this status:

- Central Mining Institute National Research Institute (GIG-PIB)

2.3 Signatories

Is considered as a Signatory in the frame of this Agreement any entity which is signing an accession form, that it to say

- Participants except associated partners listed in article 2.1.2 and subcontractors listed in article 2.1.5;
- Beneficiaries listed in article 2.2.

ARTICLE 3 COORDINATOR – OPEN CALL PROJECT CONSORTIUM AGREEMENT

3.1 Coordinator

The Coordinator represents the Participants externally and towards PIANOFORTE governance bodies (such as Call Secretariat and Call Steering Committee) and IRSN. The Coordinator will be responsible for the internal scientific management (such as controlling, reporting, intellectual property rights issues) of the Open Call Project.

3.2 Open Call Project Consortium Agreement

The Coordinator must draw up a consortium agreement (hereinafter referred to as "the Open Call Project Consortium Agreement") suitable to the research consortium in order to manage the delivery of the Open Call Project activities, finances, intellectual property rights, and to avoid disputes which might be detrimental to the completion of the Open Call Project.

The Coordinator shall ensure that the Open Call Project Consortium Agreement is consistent with the terms of the PIANOFORTE Grant Agreement and the PIANOFORTE Consortium Agreement.

The Coordinator will forward the PIANOFORTE Grant Agreement and the PIANOFORTE Consortium Agreement on to the Participants.

If necessary IRSN will forward the PIANOFORTE Grant Agreement and the PIANOFORTE Consortium Agreement to the Coordinator.

Participants (except subcontractors) must sign the Open Call Project Consortium Agreement. The Open Call Project Consortium Agreement must be signed no later than one (1) year after the official start of the Open Call Project.

The Coordinator shall provide IRSN with a copy of the signed Open Call Project Consortium Agreement.

Beneficiaries mentioned in article 2.2 are not signatories of the Open Call Project Consortium Agreement since they are not participating to the Open Call Project.

ARTICLE 4 OPEN CALL PROJECT, DURATION AND DELIVERABLES

4.1 DESCRIPTION OF THE OPEN CALL PROJECT – DURATION OF THE OPEN CALL PROJECT

The Participants must carry out the Open Call Project as described in appendix 1.

The starting date of the Open Call Project is 01/02/2024.

The duration of the Open Call Project will be 36 months.

4.2 DELIVERABLES

The Participants through its Coordinator must submit to IRSN the deliverables mentioned in appendix 2 in accordance with the timing and conditions set out.

ARTICLE 5 FINANCIAL PROVISIONS

5.1 BUDGET

The estimated budget for the Open Call Project is set out in appendix 3.

Appendix 3 includes a description of the budget for each Signatories.

The budget of an affiliated entity shall be indicated as a separate line under the budget line of its Beneficiary.

The budget of subcontractors, third party giving in-kind contributions and recipient of financial support to third parties will be included in the budget of their corresponding Beneficiary or affiliated entity.

The budget of each Beneficiary mentioned in article 2.2 is also indicated in the budget of the Open Call Project even if said Beneficiary declares no cost on its own or only management costs.

5.2 GRANT

The funding rate for costs is 63 % of the Open Call Project's eligible costs in accordance with the call's conditions.

The total estimated eligible costs of the Open Call Project are 1 347 680.00 euros.

Hence the maximum grant amount is 849 038.40 euros.

The eligibility of cost, the forms of costs and the calculation of costs will be determined in accordance with the provision of the PIANOFORTE Grant Agreement and the PIANOFORTE Consortium Agreement.

IRSN will transfer the funds directly to each Beneficiary subject to the receipt by IRSN, and by the European Commission, if necessary, of all the appropriate documents such as the expense statement regarding the concerned Participant.

Associated partners cannot be funded by the PIANOFORTE project.

5.3 Payments and payment arrangements

Payments will be made in accordance with the schedule and modalities set out in appendix 4.

The sum transferred by IRSN to a Beneficiary will include:

- the sums due to the Beneficiary, its Affiliated Entities, its subcontractors, contributors in-kind, and recipient of financial support to third party as well as
- the sums due by an Affiliated Entity to the Affiliated Entity's subcontractors, contributors in-kind, and recipient of financial support to third party.

Each Beneficiary is in charge of transferring the funds to the Participant which must be paid by said Beneficiary.

Each Affiliated Entity is in charge of transferring the fund to the Participant which must be paid by said Affiliated Entity.

Payments will be made by IRSN in euro to the bank account transmitted by each Beneficiary to IRSN and must be distributed without unjustified delay (restrictions may apply in case of distribution of an initial prefinancing payment as mentioned if necessary in appendix 4).

Payments to the Beneficiary' bank account will discharge IRSN from its payment obligation.

Payments by IRSN will be considered to have been carried out on the date when they are debited to its account.

Explanation of the use of resources and the information regarding subcontracting, in-kind contributions provided by a third party, from each Beneficiary and from each Affiliated Entity, for the reporting period concerned are necessary.

ARTICLE 6 REPORTING

6.1 Progress reports

The Coordinator submits to IRSN the deliverables mentioned in Appendix 2.

6.2 Presentation

In addition, IRSN may ask the Coordinator to present the Open Call Project results during PIANOFORTE meetings.

6.3 Significant changes

In case of any significant changes in the work program or the consortium composition, the Coordinator must immediately inform IRSN. IRSN will decide upon the proper action to be taken.

ARTICLE 7 APPLICABILITY OF OTHER DOCUMENTS

The provisions of the PIANOFORTE Grant Agreement and the PIANOFORTE Consortium Agreement are applicable to this Open Call Project.

Common obligations mentioned in the call conditions apply mutatis mutandis to the Open Call Project and its Participants.

Each Beneficiary shall sign all the appropriate documents with its Affiliated Entities, its subcontractors, its third parties giving in-kind contributions, its recipients of financial support to third party to ensure that the obligations of the PIANOFORTE Grant Agreement, the PIANOFORTE Consortium Agreement, this PIANOFORTE Funding Agreement and the calls conditions are respected.

In the same way, each Affiliated Entity shall sign all the appropriate documents with its subcontractors, its third parties giving in-kind contributions, its recipients of financial support to third party to ensure that the obligations of the PIANOFORTE Grant Agreement, the PIANOFORTE Consortium Agreement, this PIANOFORTE Funding Agreement and the calls conditions are respected.

ARTICLE 8 COMMUNICATION, DISSEMINATION, OPEN SCIENCE AND VISIBILITY

Any communication and dissemination activities shall respect article 17 of the PIANOFORTE Grant Agreement and its appendix 5.

EU logo and PIANOFORTE logo shall be displayed.

ARTICLE 9 PROTECTION OF PERSONAL DATA

In the event of personal data processing the Parties undertake to fulfil their obligations in accordance with applicable regulations and, especially, the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable since 25 May 2018.

If a personal data's processing were foreseen in the frame of the Open Call Project, Participants shall include in the Open Call Project Consortium Agreement the appropriate provisions.

ARTICLE 10 ETHICS

Provisions regarding "Ethics" mentioned in article 14 of the PIANOFORTE Grant Agreement shall be respected.

Participants shall include in the Open Call Project Consortium Agreement or any applicable document the appropriate procedure.

ARTICLE 11 DURATION

Subject to its signature, this Agreement is concluded from the starting date of the Open Call Project as mentioned in article 4.1 for 36 months. This Agreement may be amended at any time by mutual written agreement.

The Parties exclude explicitly the tacit renewal of this agreement even if one or more Parties continue to execute this Agreement.

ARTICLE 12 DEFAULTING MEMBERS OF THE OPEN CALL PROJECT – FORCE MAJEURE

The Coordinator will notify IRSN of any Participant suffering from force majeure without undue delay as well as the decisions taken by the Participants to ensure the proper implementation of the Open Call Project. IRSN will inform the General Assembly of PIANOFORTE.

If a Participant breaches any of its obligations, the grant may be reduced, and this Agreement or participation of the Participant may be terminated upon decision of the General Assembly of the PIANOFORTE project.

No Party shall be considered to be in breach of this Agreement if it is prevented from fulfilling its obligations under the Agreement by Force Majeure.

ARTICLE 13 ACCESSION

Signatories must accede to the Agreement by signing the accession form (see Annex 5), within 60 days after the signature of the Agreement by IRSN and the Coordinator. The last will be taken into account.

They will assume the rights and obligations under the Agreement with effect from the date of its entry into force as fixed in article 11.

If a Signatory does not accede to the Agreement within the above deadline, IRSN will inform the General Assembly of PIANOFORTE and the General Assembly will decide the measures necessary to ensure proper implementation of the Open Call Project.

Procedure of article 40.1§3 of the PIANOFORTE Grant Agreement can also be implemented.

The Coordinator shall collect the accession forms of the Signatories and send them to IRSN.

ARTICLE 14 MISCELLANEOUS

In case the terms of this Agreement are in conflict with the terms of the PIANOFORTE Grant Agreement, the terms of the latter shall prevail.

In case of conflicts between the attachments and the core text of this Agreement, the latter shall prevail.

Should any provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

ARTICLE 15 APPLICABLE LAW

This Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

ARTICLE 16 SETTLEMENT OF DISPUTES

The Parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels.

Electronically signed by the IRSN and the Coordinator of the Selected Consortium at the date of each one's e-signature.

FOR IRSN Place :	FOR Státní ústav radiační ochrany, v.v.i. (SURO)
On : 1.3.2024	Place: Prague
	On: 20.2.2024
Director General	Institute Director
Jean-Christophe NIEL	Aleš FROŇKA

APPENDIX 1: OPEN CALL PROJECT DESCRIPTION

Project abstract

The current geopolitical situation in Europe raises the issue of whether risk management procedures and technological solutions are up-to-date to handle scenarios arising from threats due to war or armed conflicts. The conflict in Ukraine leads to serious concerns about the safety and security of nuclear facilities in the region. In the event of military action or sabotage targeting these facilities, there is a risk of releasing radioactive materials, leading to a potential radiation emergency with consequences for public health and the environment in close proximity and at least to public concern in more distant territories. There is even a threat of using nuclear weapons. In these scenarios, the functioning of official monitoring networks can be perturbed due to network failure, communication failure, blackout or through sabotage activities. Citizen radiation measurements can complement official monitoring systems and provide fast local radiation data.

The project aims to analyze the feasibility and procedures of employment of citizen measurements with regard to different national legal frames, social and cultural habits using experimental study in three countries – the Czech Republic, the Slovak Republic and Poland. The project addresses challenges in using citizen radiation measurements:

- quality, accuracy, and reliability of the data collected and analyzed by citizens,

- ethical, legal, and social implications of sharing and using radiation data in different countries,

- adequate training, support, and feedback to citizens involved in radiation measurement activities,

- preconditions of the sustainability of a system built on measurements by volunteers.

The developed radiation detector CzechRad will be distributed among selected citizen groups together with simple software. Training will be provided on taking measurements, data processing and interpreting. Practical guides for training and measurements in different emergency scenarios will be designed and tested. In addition to the living environment, the self-measurements of thyroid glands, food, feed and personal items of daily use etc. will be considered. The public attitude to citizen measurements will be monitored using sociological surveys. The effect of the self-measurement availability on a public sense of security and fear about ionizing radiation shall be determined.

APPENDIX 2: DELIVERABLES

- Deliverable 1.1 (M12) Public report Sociological survey to define trusted public group
- Deliverable 1.2 (M36) Public report Experiences of detector users
- Deliverable 2.1 (M36) Public report and publication CzechRad detector parameters, acquisition and use of data
- Deliverable 3.1 (M24) Public report and publication Social and legal issues of citizen radiation measurements
- Deliverable 3.2 (M36) Public report and publication Possibilities of citizen measurements in monitoring of thyroid glands, food, feedstock and personal objects

APPENDIX 3: ESTIMATED BUDGET

Amounts in EUR

	Estimated Eligible Costs									Estimated EJ contribution						
	A Personnel costs			B. Subcontr. costs	C	C. Purchase costs		D. Other cost categories			Indirect Costs	Total Costs	EJ contribution to eligible costs			Max. Grant Amount
Participants	A1 Emplo equiva A2 Natural pu direct o A3 Second	alent) ersonsunder ontract	A4SME ownersand natural person beneficiaries		C1 Travel and subsistence	C2 Equipment	goods, works	D.1 Financial support to third parties	D.2 Internally invoiced goodsand services	7 D.6 Euratom Cofund staff mobility costs	W3I3	W3L5	Funding Pate	Maximum EU contrib.	Requested EU contrib.	Princia
	Actual costs	Unit costs	Unit costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Unit costs	Unit costs						
7. SURO (beneficiary)	348 214,00			44 000,00	28 500,00		216000,00				148 178,50	784 892,50	63,00%	494 482,28	494 482,28	494 482,28
7.3. SZU (new AE)	130 080,00			2000,00	25 000,00		7000,00				40 520,00	204 600,00	63,00%	128 898,00	128 898,00	128 898,00
15. GG(beneficiary)	3 540,00										885,00	4425,00	63,00%	2787,75	2787,75	2787,75
15.1. IFJ PAN (AE)	230 000,00				39 010,00		14000,00				70 752,50	353 762,50	63,00%	222 870,38	222 870,38	222 870,38
Total	711 834,00			46 000,00	92510,00		237 000,00				260 336,00	1 347 680,00		849 038,40	849 038,40	849 038,40

APPENDIX 4: PAYMENT SCHEDULE

	Reporti	Payments			
CITISTRAN [®] RP	Start date	End date	Duration	Туре	Deadline
				Pre-financing (1)	Within one month from start date
RP1	1 Feb 2024	31 May 2025	16 months	Interim payment (2)	90 days
RP2	1 Jun 2025	30 Nov 2026	18 months	Interim payment (2)	from receiving
RP3	1 Dec 2026	31 Jan 2027	2 months	Interim payment (2)	Periodic Report
		Total duration (3):	36 months		

(1) Amount of Pre-financing (5% MIM* deducted) = 20% x Max. Grant Amount

*Mutual Insurance Mechanism: 5% of the maximum grant amount is retained from the prefinancing payment

(2) Interim payment ceiling (if any) =90% x Max. Grant Amount

Meaning: (pre-financing with 5% deducted + interim payments) ≤ 85% x Max. Grant Amount

(3) The project duration is 36 months

APPENDIX 5: ACCESSION FORMS

ACCESSION FORM

Cliquez ou appuyez ici pour entrer du texte., PIC number : Cliquez ou appuyez ici pour entrer du texte., Cliquez ou appuyez ici pour entrer du texte. having its registered office at Cliquez ou appuyez ici pour entrer du texte., represented by Cliquez ou appuyez ici pour entrer du texte. ,

Hereby agrees

to become a party

in the PIANOFORTE Funding Agreement ref. IRSN LW 2024-0026 ('the Agreement') signed in the frame of the open call project CITISTRA.

between INSTITUT DE RADIOPROTECTION ET DE SURETE NUCLEAIRE (IRSN) representing the PIANOFORTE Consortium

and National Radiation Protection Institute (SURO), hereinafter referred to as "the Coordinator"

By signing this accession form, the Participant accepts the funding from PIANOFORTE and agrees to implement it in accordance with the Agreement, the PIANOFORTE Grant Agreement and the PIANOFORTE Consortium Agreement with all the obligations and terms and conditions it sets out.

SIGNATURE

For the Participant