MEMBERSHIP AGREEMENT No . . . . . .
HPRN-CT-2002-00287

A membership agreement is hereby concluded between:

1.	Universität Bielefeld, UBIE.FM ("the principal contractor"")	established in Germany

of the one part,

and

2.	Universität Regensburg, UREG.IM,	established in Germany
3.	Université de Franche Comté, Besançon, UBEO.EMB	established in France
4.	Université Paris 7-Denis Diderot, UPAR7.IM	established in France
5.	Université Catholique de Louvain, UCL.MATH	established in Belgium
6.	Universitá degli Studi di Genova, UGOA.DM	established in Italy
7.	University of Edinburgh, UEDIN.DM	established in UK
8.	National University of Ireland, Dublin, NUID.MATH	established in Ireland
9.	Ecole Polytechnique Federale de Lausanne, EPFL.DMAT	established in Switzerland
10.	Bar Ilan University, UBAR.MS	established in Israel
11.	Institute of Mathematics, Belarus Academy of Sciences, IMABY.ALG	established in Belarus
12.	A. Razmadze Mathematical Institute, ARMI.AD	established in Georgia
13.	St. Petersburg Branch of Steklov Mathematical Institute, Russian Academy of Sciences, RASMI.LA	established in Russia

(collectively "the members")

of the other part,

(collectively "the parties") represented by their legal/statutory/authorised representatives.

In the framework of the specific research and training programme "Improving the Human Research Potential and the Socio-Economic Knowledge Base", the principal contractor concluded contract No. RTN HPRN-CT-2002-00287 on 9. Aug. 2002 to carry out the research training network entitled"Algebraic K-Theory, Linear Algebraic Groups and Related Structures" ("the basic contract").

The basic contract is incorporated in this membership agreement as Annex A.

IN THE LIGHT OF THE FOREGOING, THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1 – Subject matter of the membership agreement

The purpose of this membership agreement is to enable members to contribute, together with the principal contractor, to the implementation of the provisions of the basic contract in accordance with the conditions provided for this agreement.

Article 2 – Conditions

1. The parties to the membership agreement shall be bound *mutatis mutandis* by the conditions of the basic contract and its Annexes which are an integral part of the agreement (Annex A), with which the exception of those provisions of the basic contract which concerns only the principal contractor.

2. The parties to the membership agreement shall be jointly and severally responsible for the performance of the project defined in Annex I to the basic contract.

Article 3 – Scope

1. The members shall perform their share of work pursuant to this membership agreement in compliance with the requirements of Annex I to the basic contract. The members shall co-operate with the principal contractor in order to ensure the efficient management of the project. They shall, in particular, provide the principal contractor with the information that the scientific network co-ordinator requires in order to carry out his duties.

2. The work carried out by the project members may be the subject of a technical verification procedure in accordance with Article 23 of Annex II to the basic contract.

Article 4 – Payments

1. The Community's financial contribution shall be paid to the members by the principal contractor without undue delay after receipt of the Community's financial contribution, in accordance with Article 3 of Annex II to the basic contract and the related conditions.

2. Costs shall be charged by the project members in accordance with Articles 17 to 20 of Annex II to the basic contract and the indications in the indicative tables of estimated eligible costs which follow the signatures to the basic contract and this membership agreement. Those costs may be the subject of a financial audit by the Commission or the Court of Auditors in accordance with Article 22 of Annex II to the basic contract.

Article 5 – Entry into force of the membership agreement

Subject to signature of the membership agreement on behalf of all the parties within three months of the date of commencement of the basic contract, the agreement shall enter into force retroactively from the date of commencement of the basic contract. If the membership agreement is signed on behalf of all the participants later than three months after the date of the commencement of the basic contract, the agreement shall enter into force from the date of the last signature.

Article 6 – Completion, expiry or termination of the agreement

1. The work to be performed under the membership agreement shall be deemed to be completed on the date of approval by the Commission of the tasks to be performed by the members under Annex I to the basis contract.

2. The membership agreement shall automatically terminate on the date of completion or termination of the basic contract.

3. The principal contractor may, with the written agreement of the Commission, or shall, at the written request of the Commission, immediately terminate the participation of a member if he fails to meet in full his contractual obligations pursuant to the basic contract or this membership agreement. The principal contractor shall determine, in a letter sent to the member, the period of notice, which shall not exceed one month form the date of receipt of that letter.

4. Each party may terminate this agreement subject to two months' written notice.

Article 7 – Applicable law and jurisdiction

1. The law of Belgium shall govern this membership agreement.

2. Jurisdiction: The court of First Instance of the European Communities and, in case of an appeal, the Court of Justice of the European Communities shall have sole jurisdiction to hear any disputes between the principal contractor on the one hand, and the member, on the other hand, as regards the validity, the application or any interpretation of this agreement.

Article 8 – Amendments

The membership agreement may be amended, with the prior written authorisation of the Commission, only by written agreement between the authorised representatives of the parties.

Article 9 – Final provisions

1. The following Annexes are an integral part of this agreement:

   Annex A: Basic contract Contract No. HPRN-CT-2002-00287

   Annex I of basic contract

   Annex II of basic contract

2. The agreement shall be signed by the parties in 3 copies in English and only that language shall be authentic.

For the parties		**Signature and title**	**Date**
1.	Universität Bielefeld, UBIE.FM	.....	.....
2.	Universität Regensburg, UREG.IM	.....	.....
3.	Université de Franche Comté, Besançon, UBEO.EMB	.....	.....
4.	Université Paris 7-Denis Diderot, UPAR7.IM	.....	.....
5.	Université Catholique de Louvain, UCL.MATH	.....	.....
6.	Universitá degli Studi di Genova, UGOA.DM	.....	.....
7.	University of Edinburgh, UEDIN.DM	.....	.....
8.	National University of Ireland, Dublin, NUID.MATH	.....	.....
9.	Ecole Polytechnique Federale de Lausanne, EPFL.DMAT	.....	.....
10.	Bar Ilan University, UBAR.MS	.....	.....
11.	Institute of Mathematics, Belarus Academy of Sciences, IMABY.ALG	.....	.....
12.	A. Razmadze Mathematical Institute, ARMI.AD	.....	.....
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