

**EUROPEAN COMMISSION**  
**INFORMATION SOCIETY AND MEDIA DIRECTORATE-GENERAL**

Information and Communication Technologies

Coordination and Support Action

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MIReS

Roadmap for Music Information ReSearch

Grant Agreement Number 287711

## SEVENTH FRAMEWORK PROGRAMME

## GRANT AGREEMENT No 287711

## Roadmap for Music Information ReSearch

*Coordination and Support Action*

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

and **UNIVERSITAT POMPEU FABRA**, established in PLACA DE LA MERCÉ 10-12, 08002 BARCELONA - SPAIN, represented by Ms Louise Elizabeth MCNALLY SEIFERT, Vice Rector for Research, or her authorised representative, the *beneficiary* acting as *coordinator* of the *consortium* (the "*coordinator*"), ("*beneficiary n° 1*"),

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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*.

- **STROMATOLITE LTD** established in ARKLOW ROAD 23-25, SE14 6BY LONDON - UNITED KINGDOM, represented by Ms Michela MAGAS, Design Director, or her authorised representative ("*beneficiary n° 2*"),

- **OESTERREICHISCHE STUDIENGESELLSCHAFT FUER KYBERNETIK** established in FREYUNG 6/6/7, 1010 WIEN - AUSTRIA, represented by Mr Robert TRAPPL, President and/or Mr Gerhard WIDMER, Vice-President, or their authorised representative ("*beneficiary n° 3*"),

- **INSTITUT DE RECHERCHE ET DE COORDINATION ACOUSTIQUE MUSIQUE - IRCAM** established in RUE SAINT MERRI 31, 75004 PARIS - FRANCE, represented by Mr Frank MADLENER, Director, or his authorised representative ("*beneficiary n° 4*"),

- **INESC PORTO - INSTITUTO DE ENGENHARIA DE SISTEMAS E COMPUTADORES DO PORTO** established in Campus da FEUP, Rua Dr. Roberto Frias

378, 4200 465 PORTO - PORTUGAL, represented by Mr José Carlos CALDEIRA, Director, or his authorised representative ("*beneficiary n° 5*"),

- **QUEEN MARY AND WESTFIELD COLLEGE, UNIVERSITY OF LONDON** established in MILE END ROAD, E1 4NS LONDON - UNITED KINGDOM, represented by Mr Andrew KEEBLE, Director of Finance and Planning and/or Ms Jan CLARKE, Head of research support services, or their authorised representative ("*beneficiary n° 6*"),

- **BMAT LICENSING SL** established in CALLE BRUNIQUER 49, 08024 BARCELONA - SPAIN, represented by Mr Salvador GURRERA, COO & CFO, or his 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 "**Roadmap for Music Information ReSearch (MIReS)**" (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 **18 months** from **01 October 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 **12**
- **Final**: from month **13** 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 573,000 (FIVE HUNDRED SEVENTY-THREE 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: | UNIVERSITAT POMPEU FABRA   |
| Name of bank:           | CAIXA D'ESTALVIS DE CATALUNYA, TARRAGONA I<br>MANRESA(CATALUNYA) |
| Account reference:      | ES9020130024430200719070   |

#### Article 6 – Pre-financing

A *pre-financing* of **EUR 343,800 (THREE HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED 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 28,650 (TWENTY-EIGHT THOUSAND SIX HUNDRED FIFTY 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 clause applies 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*.

#### 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. Eva Martin  
Ramon Trias Fargas 25-27  
08005 Barcelona  
Spain

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

For the *Commission*: INFSO-ICT-287711@EC.EUROPA.EU

For the *coordinator*: projectes.recerca@upf.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:

Name of the legal entity: UNIVERSITAT POMPEU FABRA

Name of legal representative: ANGEL LOZANO SOLSONA.  
VICE RECTOR FOR RESEARCH

Stamp of the organisation (if applicable):



Signature of legal representative:

Date: 26/09/2011

For the *Commission* done at Brussels:

Megan RICHARDS

Name of legal representative:

Authorised Representative of  
Robert Madelin  
Director General


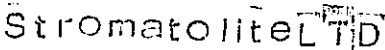
Signature of legal representative:

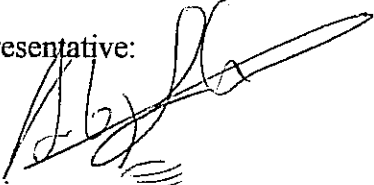
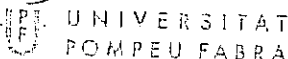
Date: 11.10.2011

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

**STROMATOLITE LTD**, represented for the purpose hereof by Ms Michela MAGAS, Design Director, or her authorised representative, established in UNITED KINGDOM - ARKLOW ROAD 23-25, LONDON SE14 6BY acting as its legal authorised representative, hereby consents to become a beneficiary ("*beneficiary n°2*") to *grant agreement n° 287711* (relating to *project 'Roadmap for Music Information ReSearch'*) concluded between the European Commission and UNIVERSITAT POMPEU FABRA established in SPAIN - PLACA DE LA MERCE 10-12, 08002 BARCELONA 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 STROMATOLITE LTD, 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: STROMATOLITE LTD                 |  |
| Name of legal representative(s): (written out in full) | MICHELA MAGAS  |
| Signature of legal representative(s):                  |  |
| Date:  | 23/09/11   |
| Stamp of the organisation                              |   |


|   |   |
|---|---|
| Name of Legal Entity: UNIVERSITAT POMPEU FABRA      |   |
| Name of legal representative: (written out in full) | ANCEL LOZANO SOLSONA  |
| Signature of legal representative:                  |  |
| Date:   | 29/09/2011  |
| Stamp of the organisation                           |  |

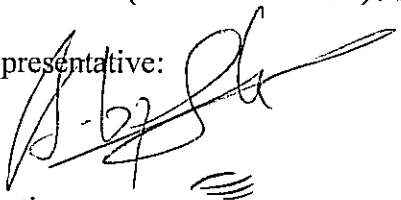



**FP7 GRANT AGREEMENT**  
**ANNEX IV - FORM A – ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT**

**OESTERREICHISCHE STUDIENGESELLSCHAFT FUER KYBERNETIK**, represented for the purpose hereof by Mr Robert TRAPPL, President and/or Mr Gerhard WIDMER, Vice-President, or their authorised representative, established in AUSTRIA - FREYUNG 6/6/7, 1010 WIEN acting as its legal authorised representative, hereby consents to become a beneficiary ("*beneficiary n°3*") to *grant agreement n° 287711* (relating to *project 'Roadmap for Music Information ReSearch'*) concluded between the European Commission and UNIVERSITAT POMPEU FABRA established in SPAIN - PLACA DE LA MERCE 10-12, 08002 BARCELONA 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 OESTERREICHISCHE STUDIENGESELLSCHAFT FUER KYBERNETIK, 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*.

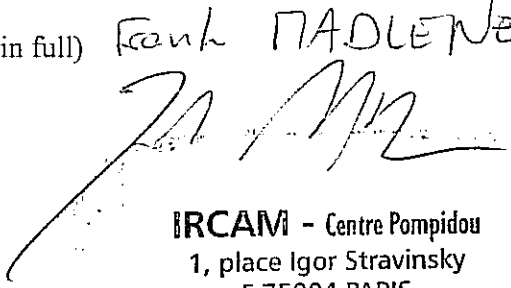
|  |  |
|--|--|
| Name of Legal Entity: OESTERREICHISCHE STUDIENGESELLSCHAFT FUER KYBERNETIK   |  |
| Name of legal representative(s): (written out in full) <b>ROBERT TRAPPL</b>  |  |
| Signature of legal representative(s):  |  |
| Date: <b>23.09.2011</b>  | ÖSTERREICHISCHE STUDIENGESELLSCHAFT<br>FÜR KYBERNETIK (ÖSGK) |
| Stamp of the organisation  | A-1010 WIEN. FREYUNG 6. STG. 6. TEL. 533 61 12               |

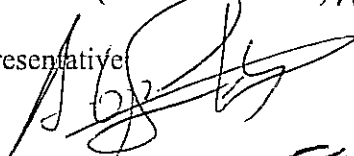

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|--|--|
| Name of Legal Entity: UNIVERSITAT POMPEU FABRA   |  |
| Name of legal representative: (written out in full) <b>ANGEL LOZANO SOLSONA</b>  |  |
| Signature of legal representative:  |  |
| Date: <b>29/09/2011</b>  | <br>UNIVERSITAT<br>POMPEU FABRA |
| Stamp of the organisation  |  |

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

INSTITUT DE RECHERCHE ET DE COORDINATION ACOUSTIQUE MUSIQUE - IRCAM, represented for the purpose hereof by Mr Frank MADLENER, Director, or his authorised representative, established in FRANCE - RUE SAINT MERRI 31, 75004 PARIS acting as its legal authorised representative, hereby consents to become a beneficiary ("*beneficiary n°4*") to *grant agreement n° 287711* (relating to *project 'Roadmap for Music Information ReSearch'*) concluded between the European Commission and UNIVERSITAT POMPEU FABRA established in SPAIN - PLACA DE LA MERCE 10-12, 08002 BARCELONA 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 INSTITUT DE RECHERCHE ET DE COORDINATION ACOUSTIQUE MUSIQUE - IRCAM, 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*.

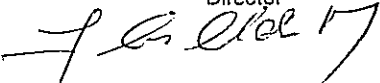

|   |  |
|---|--|
| Name of Legal Entity: INSTITUT DE RECHERCHE ET DE COORDINATION ACOUSTIQUE MUSIQUE - IRCAM |  |
| Name of legal representative(s): (written out in full)                                    | Frank MADLENER   |
| Signature of legal representative(s):   |  |
| Date: 03/10/2011  | IRCAM - Centre Pompidou<br>1, place Igor Stravinsky<br>F 75004 PARIS                 |
| Stamp of the organisation   |  |

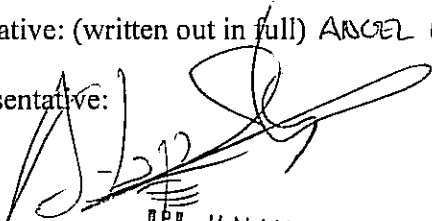

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|---|--|
| Name of Legal Entity: UNIVERSITAT POMPEU FABRA      |  |
| Name of legal representative: (written out in full) | ANSEL LOZANO SOLSONA   |
| Signature of legal representative:                  |                           |
| Date: 06/10/2011                                    |  UNIVERSITAT POMPEU FABRA |
| Stamp of the organisation                           |  |

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

**INESC PORTO - INSTITUTO DE ENGENHARIA DE SISTEMAS E COMPUTADORES DO PORTO**, represented for the purpose hereof by Mr José Carlos CALDEIRA, Director, or his authorised representative, established in PORTUGAL - CAMPUS DA FEUP, RUA DR. ROBERTO FRIAS 378, 4200 465 PORTO acting as its legal authorised representative, hereby consents to become a beneficiary ("*beneficiary n°5*") to *grant agreement n° 287711* (relating to *project 'Roadmap for Music Information ReSearch'*) concluded between the European Commission and UNIVERSITAT POMPEU FABRA established in SPAIN - PLACA DE LA MERCE 10-12, 08002 BARCELONA 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 INESC PORTO - INSTITUTO DE ENGENHARIA DE SISTEMAS E COMPUTADORES DO PORTO, 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: INESC PORTO - INSTITUTO DE ENGENHARIA DE SISTEMAS E COMPUTADORES DO PORTO |  |
| Name of legal representative(s): (written out in full) JOSÉ CARLOS CALDEIRA<br>Director         |  |
| Signature of legal representative(s):   |  |
| Date: 2011-09-28  |  |
| Stamp of the organisation   |  |

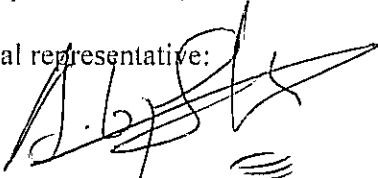

|  |   |
|--|---|
| Name of Legal Entity: UNIVERSITAT POMPEU FABRA                             |   |
| Name of legal representative: (written out in full) ANGEL LOTANO SOLSONA . |   |
| Signature of legal representative:   |  |
| Date: 03/10/2011   |  |
| Stamp of the organisation  |   |

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

**QUEEN MARY AND WESTFIELD COLLEGE, UNIVERSITY OF LONDON**, represented for the purpose hereof by Mr Andrew KEEBLE, Director of Finance and Planning and/or Ms Jan CLARKE, Head of research support services, or their authorised representative, established in UNITED KINGDOM - MILE END ROAD, LONDON E1 4NS acting as its legal authorised representative, hereby consents to become a beneficiary ("*beneficiary n°6*") to *grant agreement n° 287711* (relating to *project 'Roadmap for Music Information ReSearch'*) concluded between the European Commission and UNIVERSITAT POMPEU FABRA established in SPAIN - PLACA DE LA MERCE 10-12, 08002 BARCELONA 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 QUEEN MARY AND WESTFIELD COLLEGE, UNIVERSITY OF LONDON, 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*.

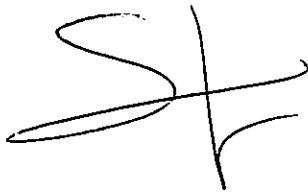

|   |  |
|---|--|
| Name of Legal Entity: QUEEN MARY AND WESTFIELD COLLEGE,<br>UNIVERSITY OF LONDON |  |
| Name of legal representative(s): (written out in full)                          | Jan Clarke   |
| Signature of legal representative(s):   |   |
| Date: 27.9.11   |  |
| Stamp of the organisation   |  Queen Mary & Westfield College<br>University of London |

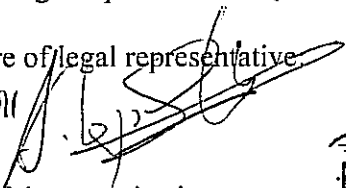

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|---|---|
| Name of Legal Entity: UNIVERSITAT POMPEU FABRA      |   |
| Name of legal representative: (written out in full) | ANGEL LOTANO SOLSONA  |
| Signature of legal representative:                  |                              |
| Date: 29/09/2011                                    |   |
| Stamp of the organisation                           |  UNIVERSITAT<br>POMPEU FABRA |

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

**BMAT LICENSING SL** , represented for the purpose hereof by Mr Salvador GURRERA, COO & CFO, or his authorised representative, established in SPAIN - CALLE BRUNIQUER 49, 08024 BARCELONA acting as its legal authorised representative, hereby consents to become a beneficiary ("*beneficiary n°7*") to *grant agreement n° 287711* (relating to *project 'Roadmap for Music Information ReSearch'*) concluded between the European Commission and UNIVERSITAT POMPEU FABRA established in SPAIN - PLACA DE LA MERCE 10-12, 08002 BARCELONA 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 BMAT LICENSING SL , 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: BMAT LICENSING SL  |   |
| Name of legal representative(s): (written out in full) <i>SALVADOR GURRERA LLUCH</i>                                       |   |
| Signature of legal representative(s):  |   |
| Date: <i>23/05/2011</i>  |  <div style="font-size: small;">           BMAT Licensing SL<br/>           C/ Bruniquer, 49<br/>           08024 Barcelona<br/>           Spain<br/>           Identification code<br/>           C-34 034 849 407<br/>           www.bmat.com         </div> |
| Stamp of the organisation  |   |

|  |  |
|--|--|
| Name of Legal Entity: UNIVERSITAT POMPEU FABRA   |  |
| Name of legal representative: (written out in full) <i>ANCEL LOZANO SOLSONA</i>  |  |
| Signature of legal representative:  |  |
| Date: <i>29/05/2011</i>  |  <div style="font-size: small;">           UNIVERSITAT<br/>           POMPEU FABRA         </div> |
| Stamp of the organisation  |  |