

COMMISSION OF THE EUROPEAN COMMUNITIES
DIRECTORATE-GENERAL INFORMATION SOCIETY AND
MEDIA

DEPLOYMENT GRANT AGREEMENT

Trans-European Telecommunications Networks *eTEN*

eParticipate ID

**eParticipation Trans-European Network for Democratic Renewal and Citizen
Engagement - Initial Deployment**

Grant Agreement Number C045756

GRANT AGREEMENT NO C045756

The **European Community** ("the Community"), represented by the Commission of the European Communities ("the Commission"), itself represented for the signature of this grant agreement by Mr Fabio COLASANTI, Director-General for Information Society and Media, or his duly authorised representative,

of the one part
and

- **THE NATIONAL MICROELECTRONICS APPLICATIONS CENTRE LTD (MAC)** ("the *co-ordinator*"), established in IRELAND - SUPARULE HOUSE, LONSDALE ROAD NATIONAL TECHNOLOGY PARK , . LIMERICK, represented by its legal/statutory representatives, DR JOHN O'FLAHERTY and/or MR CONNOR O'REILLY, or their authorized representatives,
- **PUBLIC-I GROUP LIMITED (PI)** , established in UNITED KINGDOM - 5TH FLOOR SHERIDAN HOUSE, 112A-116 WESTERN ROAD , BN3 1DD HOVE, EAST SUSSEX, represented by its legal/statutory representative, MR KEITH YOUNG, or his authorized representative,
- **WAVERLEY BOROUGH COUNCIL (WBC)** , established in UNITED KINGDOM - COUNCIL OFFICES, THE BURYS , GU7 1HR GODALMING, SURREY, represented by its legal/statutory representative, MR IAIN LYNCH, or his authorized representative,
- **FINGAL COUNTY COUNCIL (FCC)** , established in IRELAND - COUNTY HALL, SWORDS , FINGAL, represented by its legal/statutory representative, MR STEPHEN PEPPARD, or his authorized representative,
- **AYUNTAMIENTO DE GETAFE (ADG)** , established in SPAIN - PLAZA DE LA CONSTITUCION 1 , 28901 GETAFE, represented by its legal/statutory representative, MR JUAN CARLOS PAUL, or his authorized representative,
- **MESTO VRUTKY (MV)** , established in SLOVAK REPUBLIC - MATUSOVICOVSKY RAD 4 , 03861 VRUTKY, represented by its legal/statutory representative, ING. MIROSLAV MAZUR, or his authorized representative,
- **A.S.PARTNER, S.R.O. (ASP)** , established in SLOVAK REPUBLIC - MILOSRDENSTVA 11 , 040 01 KOSICE, represented by its legal/statutory representatives, MR PETER JAROS and/or MR IVAN BUSOVSKY, or their authorized representatives,
- **COMUNE DI GENOVA (CDG)** , established in ITALY - VIA GARIBALDI 9 , 16124 GENOVA, represented by its legal/statutory representative, MR RAFFAELE GAZZARI, or his authorized representative,
- **DIGITECH SA (DIG)** , established in FRANCE - 21 AVENUE FERNAND SARDOU, ZAC DE SAUMATY SEON , 13322 MARSEILLE CEDEX 16,

represented by its legal/statutory representative, MR JOEL COUDERC, or his authorized representative,

- **AGENCE TARNAISE DE DEVELOPPEMENT (AGA)** , established in FRANCE - MAISON DE L'ECONOMIE, 1 AVENUE GENERAL HOCHÉ , 81012 ALBI CEDEX 9, represented by its legal/statutory representatives, MR MICHEL ALAREDE and/or MS SOUAD TISSEYRE, or their authorized representatives,
- **SOFTWARE602 A.S. (S602)** , established in CZECH REPUBLIC - HORNOKRCSKA 15 , 14021 PRAHA 4, represented by its legal/statutory representatives, ING RICHARD KAUCKY and/or ING JIRI VACOVSKY, or their authorized representatives,
- **MANAGEMENT SYSTEM SOLUTIONS NETWORK, S.L. (MSS)** , established in SPAIN - CALLE MICENAS 92 , 28230 LAS ROZAS, represented by its legal/statutory representative, MR FERNANDO SANFELIZ, or his authorized representative,
- **LATTANZIO E ASSOCIATI S.R.L. (LEA)** , established in ITALY - VIA BORGONUOVO 26 , 20121 MILANO, represented by its legal/statutory representatives, DR GIULIO AIMERI and/or MR FILIPPO CHESI, or their authorized representatives,
- **IN-JET APS (IJT)** , established in DENMARK - JEPPE AAKJAERS VEJ 15 , 3460 BIRKEROD, represented by its legal/statutory representatives, MR JESPER THESTRUP and/or PROJECT CONSULTANT TRINE F. SØRENSEN, or their authorized representatives,
- **ODDER KOMMUNE (OK)** , established in DENMARK - RADHUSGADE 3 , 8300 ODDER, represented by its legal/statutory representative, MR JESPER HJORT , or his authorized representative,
- **BRISTOL CITY COUNCIL (BCC)** , established in UNITED KINGDOM - THE COUNCIL HOUSE, COLLEGE GREEN , BS1 5TR BRISTOL, represented by its legal/statutory representatives, MR SIMON CAPLAN and/or MR TERRY WAGSTAFF, or their authorized representatives,

(collectively "*the beneficiaries*"),

of the other part,

(collectively "*the parties* ")

Having regard to Regulation (EC) No 2236/95 of the Council of 18 September 1995 laying down general rules for the granting of Community financial aid in the field of Trans-European Networks as amended by Regulation (EC) No 1655/1999 of the European Parliament and the Council of 19 July 1999.

HAVE AGREED to a *project* called "**eParticipation Trans-European Network for Democratic Renewal and Citizen Engagement - Initial Deployment**" to be carried out in the domain of the trans-European telecommunications networks - *eTEN* Programme (the “specific programme”) according to the following provisions.

Article 1 - Scope

1. The *beneficiaries*¹ shall carry out the work set out in Annex I to this grant agreement ("the *project*") in accordance with the conditions set out in this grant agreement. The *project* is divided up into the milestones specified in Annex I.

Subject to cases of *force majeure*, the *beneficiaries* shall do their utmost to achieve the results set for each milestone, and shall submit the related *project deliverables*. They shall carry out the *project* jointly and severally vis-à-vis the Community.

2. Without prejudice to the first paragraph, *beneficiaries* may entrust the performance of part of the work set out in Annex I to this grant agreement to *members* in accordance with the conditions of Article 5.1 of Annex II to this grant agreement. *Members* shall do their utmost to carry out the part of the *project* that is specifically assigned to them.

The *beneficiaries* shall be technically and financially responsible for their *members* in accordance with the terms and conditions set out in Articles 5, 17 and 18, 19 and 20 of Annex II to this grant agreement and in the *membership agreement*.

3. Achievement of the objectives of each milestone, assessed in accordance with Article 4.3 of Annex II to this grant agreement, shall determine the continuation of the *project*.

Article 2 - Entry into force of the Grant agreement and Duration of the Project

1. The *duration of the project* shall be **24** months from **01/03/2007**.
2. This grant agreement shall enter into force following its signature by all the *parties*.

This *grant agreement* shall be completed on the date of the final payment of the Community's financial contribution. However, those provisions related to Articles 4 (5), 8, 9, 10, 11, 12, 17, 18 and 19 of Annex II to this *grant agreement* shall continue to apply after that date. Any provisions in Annex II which specifically indicate their continued application after the *grant agreement completion date* will also apply in accordance with the duration foreseen therein.

Article 3 - Estimated costs and maximum financial contribution of the Community

1. The total cost of the *project* is estimated at **EUR 5,168,050 (Five Million One Hundred Sixty-Eight Thousand Fifty euro)** as shown in the table of indicative breakdown of costs and financing plan for the *project* ('Budget Table'), which forms an integral part of the grant agreement and follows the signatures to this grant agreement.

¹ The terms in Italics are used in accordance with the definition given in Article 1 of Annex II to this grant agreement.

2. The total estimated *eligible costs* of the *project* are **EUR 5,168,050 (Five Million One Hundred Sixty-Eight Thousand Fifty euro)**.
3. The Community shall fund the *eligible costs* of the *project* in accordance with the indicative breakdown of the estimated *eligible costs* indicated in the 'Budget Table' up to a maximum of **EUR 1,292,000 (One Million Two Hundred Ninety-Two Thousand euro)**. The Community's maximum financial contribution shall correspond to the sum of the amounts allocated in respect of each milestone and specified in the 'Budget Table'.

Where the *eligible costs* of the *project* are lower than the total estimated *eligible costs* of the *project*, the financial contribution from the Community shall be limited to the sum calculated by application of the rates of financial participation set in the 'Budget Table'. The Community's maximum financial contribution shall correspond to the sum of each maximum financial contribution per *participant*, expressed in EUR and in % of the total estimated *eligible costs* per *participant*, as shown in the Budget Table.

4. The Community's financial contribution to the *project* shall be paid as specified in Article 3 of Annex II to this grant agreement to the *co-ordinator*'s following bank account denominated in Euro, identified as follows:

Name of bank:	BANK OF IRELAND
Address of branch:	125, O CONNELL STREET - IRELAND
Exact designation of account holder:	THE NATIONAL MICROELECTRONICS APPLICATIONS CENTRE LTD
Full account number including codes:	90430957441528
IBAN ² code:	IE50BOFI90430957441528
Payment reference:	C045756 - eParticipate

This account or sub-account must identify the payments made by the Commission.

5. The initial *pre-financing* for the *project*, shall not exceed 50% of the Community contribution for the first year of the *project*, and shall correspond to the estimated *eligible costs* involved in reaching milestone 1. The initial *pre-financing* payment shall amount to **EUR 265,086 (Two Hundred Sixty-Five Thousand Eighty-Six euro)**. It is distributed among the *beneficiaries* in accordance with the indications laid down in the 'Budget Table' and the 'Milestones Breakdown Table' relating to milestone 1.
6. *Pre-financing* may be paid in several instalments. Payment of each further instalment may not be made until at least 70% of the previous *pre-financing* payment has been used up, as stated in the reports referred to in Article 4.1(a)(i) of Annex II to the *grant agreement*. The periodic instalments shall amount to:
 - For milestone **1**, ending after **12** months from the *project Commencement date*, **EUR 529,118 (Five Hundred Twenty-Nine Thousand One Hundred Eighteen euro)**

In no circumstances may the total amount of the *pre-financing* and the periodic instalments exceed the maximum amount of the Community's financial contribution

² BIC code for countries with no IBAN code

referred to in paragraph 3 of this Article, less a guarantee retention. The guarantee retention shall be 30% of the maximum amount of that contribution.

Article 4 - *Project deliverables and summary statements of amounts transferred by the co-ordinator to be submitted to the Commission*

1. **Two (2)** paper copies and **one (1)** electronic copy of the reports and other *project deliverables* and **two (2)** signed paper copies and **one (1)** electronic copy of the financial statements and requests for payment shall be submitted by the *co-ordinator* in accordance with Article 4 of Annex II to this grant agreement. The reports shall be in **English** and the other *project deliverables* in **English**.
2. The periodic reports and the corresponding requests for payment shall cover each milestone specified in Annex I to this grant agreement.

The final report(s) and the financial statements and details by category, including each integrated financial statement, shall cover the *duration of the project*. Where the work is completed before the end of the *duration of the project*, the final report(s) and the corresponding financial statements, including each integrated financial statement, shall cover the period ending on such date.

However, and without prejudice to the second subparagraph of this paragraph, the last financial statement of the *participants* and the integrated financial statement shall also cover the period necessary for the completion of the final review and the drafting of the final report(s) within the maximum time-limit of two months as of the end of the *duration of the project*.

The summary statements of amounts transferred to the *beneficiaries* by the *co-ordinator* shall cover each milestone. The other *project deliverables* shall cover the periods set out in Annex I to this grant agreement.

Article 5 - Applicable law and jurisdiction

1. The law of **Belgium** shall govern this grant agreement.
2. The Court of First Instance of the European Communities and, in the case of an appeal, the Court of Justice of the European Communities shall have sole jurisdiction to hear any disputes between the Community, on the one hand, and the *beneficiaries*, on the other hand, as regards the validity, the application or any interpretation of this grant agreement.

Article 6 - Special conditions

In addition to the specific conditions set out in Annex III, the following special conditions shall apply to this grant agreement:

1. Notwithstanding the second sentence of the first subparagraph of Article 5.2 of Annex II to this grant agreement, no coordination tasks may be subcontracted under this grant agreement.

2. Where a *beneficiary* having successfully fulfilled its obligations withdraws from the *project* before the termination date of the grant agreement, in accordance with either the provision of Annex I or with Article 7.2 (b) of Annex II to this grant agreement, the final payment to the said *beneficiary* shall include the guarantee retention of 30% of the maximum amount of the Community financial contribution to the said *beneficiary*.
4. Notwithstanding the provisions in paragraph 10 b), e) and f) of Annex III to this grant agreement, *participants* do not need to submit copies of paid invoices relating to the categories of *eligible costs* "durable equipment", "consumables", "computing", "protection of knowledge" or "other specific costs", unless the Commission specifically requests the submission of such copies. If the Commission requests a *participant* to provide copies, it may ask for the provision of certified copies.
5. Notwithstanding the provisions in paragraph 1 of Annex III to this grant agreement, the *co-ordinator* shall submit a monitoring report every six months after the *project commencement date*.
6. I. All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow up of the agreement by the Controller, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with Community legislation.
Beneficiaries may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They should address any questions regarding the processing of their personal data to the Controller. *Beneficiaries* may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

II. For the purpose of this agreement, the "Controller" shall be the Head of Unit in charge of this agreement. Any queries concerning the processing of personal data of the *beneficiaries* can be addressed by e-mail to the following contact person: INFSO-DATA-PROTECTION-COORDINATOR@ec.europa.eu by indicating the contract reference.
7. For the purposes of signature of this grant agreement, the *beneficiaries* shall be represented by the *co-ordinator*. The mandates from the *beneficiaries* are enclosed in Annex IV.
8. Without prejudice to Article 3 of this grant agreement, the payment of the part of the *pre-financing* for the *beneficiary* "The National Microelectronics Applications Centre Ltd (MAC)" shall be subject to obtaining a financial guarantee covering an amount equivalent to that part.
In the absence of observations by the Commission, the financial guarantee(s) shall be deemed to be approved within 14 days of its receipt.

7 - Amendments

This grant agreement, including the annexes thereto, may be modified only in writing, by way of an amendment between the authorised representatives of the *parties*. No verbal agreement may be binding on the *parties* for this purpose.

Any request for amendment must be received by the Commission at least two months before the expiry of the *duration of the project*.

Article 8 - Final provisions

1. The following annexes form an integral part of this grant agreement:

Annex I – Description of work

Annex II – General conditions

Annex III – Specific conditions for **eTEN** Initial Deployment Projects

Annex IV – Letters of mandate and acceptance of mandates by *co-ordinator*

2. In the event of any conflict between the provisions of the Annexes to this grant agreement and any provision of this part of the grant agreement, including the Budget Table, the grant agreement shall take precedence. 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.
3. The special conditions set out in Article 6 of this grant agreement shall take precedence over any other provisions of this grant agreement.

Article 9 - Signature and language of the grant agreement

Two (2) copies of the grant agreement in **English** shall be signed by the *parties* and only that language version shall be authentic.

Done at Brussels,

On behalf of: **THE NATIONAL MICROELECTRONICS APPLICATIONS CENTRE
LTD (MAC)**

Name: MR JOHN O'FLAHERTY

Name: MR CONNOR O'REILLY

Title:

Title:

Signature:

(stamp of the organisation):

On behalf of the **Commission:**

Name:

Title:

Signature:

Date:

On behalf of: **PUBLIC-I GROUP LIMITED (PI)**

Name: MR KEITH YOUNG

Title:

Signature:

(stamp of the organisation):

On behalf of the **Commission**:

Name:

Title:

Signature:

Date:

On behalf of: **WAVERLEY BOROUGH COUNCIL (WBC)**

Name: MR IAIN LYNCH

Title:

Signature:

(stamp of the organisation):

On behalf of the **Commission**:

Name:

Title:

Signature:

Date:

On behalf of: **FINGAL COUNTY COUNCIL (FCC)**

Name: MR STEPHEN PEPPARD

Title:

Signature:

(stamp of the organisation):

On behalf of the **Commission**:

Name:

Title:

Signature:

Date:

On behalf of: **AYUNTAMIENTO DE GETAFE (ADG)**

Name: MR JUAN CARLOS PAUL

Title:

Signature:

(stamp of the organisation):

On behalf of the **Commission**:

Name:

Title:

Signature:

Date:

On behalf of: **MESTO VRUTKY (MV)**

Name: MR MIROSLAV MAZUR

Title:

Signature:

(stamp of the organisation):

On behalf of the **Commission:**

Name:

Title:

Signature:

Date:

On behalf of: **A.S.PARTNER, S.R.O. (ASP)**

Name: MR PETER JAROS

Name: MR IVAN BUSOVSKY

Title:

Title:

Signature:

(stamp of the organisation):

On behalf of the **Commission:**

Name:

Title:

Signature:

Date:

On behalf of: **COMUNE DI GENOVA (CDG)**

Name: MR RAFFAELE GAZZARI

Title:

Signature:

(stamp of the organisation):

On behalf of the **Commission:**

Name:

Title:

Signature:

Date:

On behalf of: **DIGITECH SA (DIG)**

Name: MR JOEL COUDERC

Title:

Signature:

(stamp of the organisation):

On behalf of the **Commission**:

Name:

Title:

Signature:

Date:

On behalf of: **AGENCE TARNAISE DE DEVELOPPEMENT ASSOCIATION (AGA)**

Name: MR MICHEL ALAREDE

Name: MRS SOUAD TISSEYRE

Title:

Title:

Signature:

(stamp of the organisation):

On behalf of the **Commission:**

Name:

Title:

Signature:

Date:

On behalf of: **SOFTWARE602 A.S. (S602)**

Name: MR RICHARD KAUCKY

Name: MR JIRI VACOVSKY

Title:

Title:

Signature:

(stamp of the organisation):

On behalf of the **Commission:**

Name:

Title:

Signature:

Date:

On behalf of: **MANAGEMENT SYSTEM SOLUTIONS NETWORK, S.L. (MSS)**

Name: MR FERNANDO SANFELIZ

Title:

Signature:

(stamp of the organisation):

On behalf of the **Commission**:

Name:

Title:

Signature:

Date:

On behalf of: **LATTANZIO E ASSOCIATI S.R.L. (LEA)**

Name: MR GIULIO AIMERI

Name: MR FILIPPO CHESI

Title:

Title:

Signature:

(stamp of the organisation):

On behalf of the **Commission**:

Name:

Title:

Signature:

Date:

On behalf of: **IN-JET APS (IJT)**

Name: MR JESPER THESTRUP

Title:

Signature:

Name: MRS TRINE F. SØRENSEN

Title:

(stamp of the organisation):

On behalf of the **Commission:**

Name:

Title:

Signature:

Date:

On behalf of: **ODDER KOMMUNE (OK)**

Name: MR JESPER HJORT

Title:

Signature:

(stamp of the organisation):

On behalf of the **Commission**:

Name:

Title:

Signature:

Date:

On behalf of: **BRISTOL CITY COUNCIL (BCC)**

Name: MR SIMON CAPLAN

Name: MR TERRY WAGSTAFF

Title:

Title:

Signature:

(stamp of the organisation):

On behalf of the **Commission:**

Name:

Title:

Signature:

Date: