

EUROPEAN COMMISSION

INFORMATION SOCIETY AND MEDIA DIRECTORATE-GENERAL

Civil-servants Empowerment for Multi-media Service Delivery ICT-enabled

CEMSDI

Grant Agreement No 250482

ICT PSP GRANT AGREEMENT

GRANT AGREEMENT No 250482

The European Union (“the *Union*”), represented by the European Commission (“the *Commission*”),

of the one part

and **INNOVA SPA** (Innova), established in Via della Scrofa 117, 00186 ROMA - ITALY, represented by its legal/statutory representatives, Ms. Antonella Vulcano, Director, and/or Mr. Aleardo Furlani, Administrator, or their authorised representatives,

(the *beneficiary* acting as “*coordinator*”) and the other *beneficiaries* identified in Article 1(2) below,

of the other part,

HAVE AGREED on 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 and indicative breakdown of the budget and the financial contribution of the *Union* between beneficiaries

Annex II - General conditions

Annex III - Form A – accession of *beneficiaries* to the *grant agreement*

Annex IV - Form B – request for the accession of new legal entities to the *grant agreement*

Article 1 – Scope

1. The *Union* has decided to grant a financial contribution for the implementation of the *project* specified in Annex I, called “**Civil-servants Empowerment for Multi-media Service Delivery ICT-enabled (CEMSDI)**” (the “*project*”), under the Information and Communications Technologies (ICT) Policy Support Programme (the “ICT PSP”) and under the conditions laid down in this *grant agreement*. The *consortium* shall carry out the *project* in accordance with the conditions set out in this *grant agreement*.

2. The *consortium* is composed of the *beneficiary* acting as *coordinator* and the following legal entities, which shall accede to the *grant agreement* in accordance with the procedure referred to in Article 2 as *beneficiaries*, assuming the rights and obligations established by the *grant agreement* with effect from the date on which it enters into force:

- **UNIVERSITA DEGLI STUDI DI ROMA LA SAPIENZA (C.A.T.T.I.D.)**, established in Piazzale Aldo Moro 5, 00185 ROMA - ITALY, represented by its legal/statutory representative, Prof. Ugo Biader Ceipidor, Director, or his authorised representative,

- **SSPAL - Scuola Superiore della Pubblica Amministrazione Locale (SSPAL)**, established in PIAZZA CAVOUR 25, 00193 ROME - ITALY, represented by its legal/statutory representative, Mr. Baldovino de Sensi, Director, or his authorised representative,

- **COMUNITA MONTANA MEDIA VALLE DEL SERCHIO (CMMV)**, established in Via Umberto I 100, 55023 Borgo a Mozzano - ITALY, represented by its legal/statutory representative, Mr. Nicola Boggi, President, or his authorised representative,

- **KOMMUNENES SENTRALFORBUND ANS (KSA)**, established in HAAKON VIISGT 9, 0161 OSLO - NORWAY, represented by its legal/statutory representative, Ms. Trude Andresen, 2. to Managing Director, or her authorised representative,

- **EUSKADIKO UDALEN ELKARTEA (EUDEL)**, established in PLAZA DEL ENSANCHE 5, 48009 BILBAO - SPAIN, represented by its legal/statutory representatives, Mr. Jokin Bildarratz, President, and/or Ms. Maria del Mar Zabala, General Manager, or their authorised representatives,

- **FUNDACION ROBOTIKER (TECNALIA-RBTK)**, established in Parque Tecnológico, Edificio 202, 48170 ZAMUDIO - SPAIN, represented by its legal/statutory representatives, Mr. Juan Carlos Rodriguez, General Manager, and/or Mr. Borja Emaldi, Administration Director, or their authorised representatives,

- **electronic service delivery (esd) Limited (esd-toolkit)**, established in Bon Marche Centre, Ferndale Road 241-251, SW9 8BJ London - UNITED KINGDOM, represented by its legal/statutory representative, Mr. Michael Thacker, Director, or his authorised representative,

- **INESC PORTO - INSTITUTO DE ENGENHARIA DE SISTEMAS E COMPUTADORES DO PORTO (INESC PORTO)**, established in Campus da FEUP, Rua Dr. Roberto Frias 378, 4200 465 PORTO - PORTUGAL, represented by its legal/statutory representative, Mr. José Carlos Caldeira, Director, or his authorised representative,

- **VARD2015-VALE DO AVE REGIAO DIGITAL COOPERATIVA DE INTERESSE PUBLICO DE RESPONSABILIDADE LIMITADA - VARD2015 CIPRL (VARD- 2015)**, established in RUA CAPITAO ALFREDO GUIMARAES 1, 4800-019 GUIMARAES - PORTUGAL, represented by its legal/statutory representatives, Dr. Antonio Magalhaes da Silva, President, and/or Dr. Jeronimo José Ribeiro da Silva, Executive director, or their authorised representatives,

- **VYSOCINA KRAJ (VYSOCINA)**, established in ZIZKOVA 57, 587 33 JIHLAVA - CZECH REPUBLIC, represented by its legal/statutory representative, Mr. Zdenek Rysavy , Member of the Regional Council, or his authorised representative,

- **ANCITEL SPA (AS)**, established in VIA DEI PREFETTI 46, 00186 ROMA - ITALY, represented by its legal/statutory representative, Mr. Giuseppe Paolo Teti, Managing Director, or his authorised representative,

Article 2 – Accession to the *grant agreement*

1. The *coordinator* shall endeavour to ensure that each legal entity identified in Article 1(2) accedes to this *grant agreement* as a *beneficiary* by signing Form A (as set out in Annex III) in three originals, countersigned by the *coordinator*. Not later than 45 calendar days after the entry into force of the agreement, the *coordinator* shall send to the Commission one of the three duly completed and signed originals of Form A. The two remaining signed originals shall be kept, one by the *coordinator*, to be made available for consultation at the request of any other *beneficiary*, and the other by the *beneficiary* concerned.

2. Should any legal entity identified in Article 1(2) fail or refuse to accede to the *grant agreement* by 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 a time-limit to be set by the latter, appropriate solutions to ensure the implementation of the *project*. The procedure established in Annex II for amendments to this *grant agreement* shall apply.

Article 3 - Entry into force of the *grant agreement* and duration of the *project*

1. This *grant agreement* shall enter into force following its signature by the *coordinator* and the *Commission* on the day of the last signature.

2. The *duration of the project* shall be **24 months from the first day of the month after the entry into force of the grant agreement** (“*start date of the project*”).

Article 4 – Reporting periods

The *project* is divided into reporting periods of the following duration:

- P1: from month 1 to month 12
- P2: from month 13 to the last month of the *project*.

Article 5 – Maximum financial contribution of the *Union*

1. The maximum financial contribution of the *Union* to the project shall be **EUR 2.428.950,00 (two million four hundred twenty-eight thousand nine hundred fifty euros)**.

The financial contribution of the *Union* shall be limited to **50%** of the eligible costs.

The actual financial contribution of the *Union* shall be calculated in accordance with the provisions of this *grant agreement*.

2. Annex I contains an indicative breakdown of the budget and the financial contribution of the *Union* between *beneficiaries*.

Beneficiaries are allowed to transfer budget amounts between themselves provided the work is carried out as described in Annex I. The *coordinator* shall notify any such transfer to the *Commission* without unjustified delay.

Article 6 – Payment

1. The financial contribution of the *Union* to the *project* shall be paid to the *coordinator* on behalf of the *beneficiaries* in accordance with the provisions of this *grant agreement*. The

payment of the financial contribution of the *Union* to the *coordinator* discharges the *Commission* from its payment obligation.

2. The financial contribution of the *Union* shall be paid to the *coordinator's* bank account, denominated in euros, identified as follows:

Name of bank: INTESA SANPAOLO SPA

Name of account holder: INNOVA SPA

Account reference: IT70U0306903319100000003307

This account or sub-account must allow the financial contribution of the *Union* and related interest to be identified. Otherwise, the accounting methods of the *coordinator* must make it possible to identify the financial contribution of the *Union* and the interest or other benefits yielded.

3. The financial contribution of the *Union* shall be paid in accordance with the provisions of this *grant agreement* and the following schedule:

(a) *pre-financing*

An initial *pre-financing* of **EUR 1.457.370,00 (one million four hundred fifty-seven thousand three hundred seventy euros)** shall be paid to the *coordinator* within 45 days following the entry into force of the *grant agreement*. The *coordinator* shall distribute the *pre-financing* only to the *beneficiaries* who have acceded to the *grant agreement*.

(b) After each reporting period, except the last reporting period, the *Commission* shall make interim payments corresponding to the amounts accepted during the reporting period concerned. The total amount of the *pre-financing* and interim payments shall not exceed 90% of the maximum financial contribution of the *Union*.

(c) *final payment*

The *Commission* shall make a final payment after the end of the last reporting period.

Article 7 – Language of Project Reports and Deliverables

The *reports* and *deliverables* required under this *grant agreement* shall be submitted by the *coordinator* in English.

Article 8 - Special conditions

The following special conditions apply to this *grant agreement* :

Payment of the consortium subject to obtaining a financial guarantee from the coordinator

Notwithstanding the provisions of Article 6, any payment for this project shall not be made by the Commission until a financial guarantee of a value of 226.710 EUR is provided by the partner ELECTRONIC SERVICE DELIVERY LIMITED to the Commission.

The guarantee may be lifted once proof is provided that all the other beneficiaries have received their share of the payment.

Article 9 – Communication

1. Any communication or request concerning this *grant agreement* shall identify the *grant agreement* number, the nature and details of the communication or request and be submitted to the address notified by the *Commission* upon signature of the *grant agreement* and to the address of the *coordinator* notified in accordance with Article II.2.
2. Where any notification is sent to the address of the *coordinator* as referred to in paragraph 1 and/or to the *coordinator's* legal representative, in the event 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.

Article 10 - Applicable law and competent court

The financial contribution of the *Union* is a contribution from the *European Union* budget with the aim of implementing the ICT PSP under the Competitiveness and Innovation Framework Programme (“CIP”)¹ and it is incumbent on the *Commission* to execute this programme. Accordingly, this *grant agreement* shall be governed by its terms, the relevant *European Union* acts related to the CIP, the *Financial Regulation* applicable to the general budget of the European Union and its *Implementing Rules*, other European Community and European Union law and, on a subsidiary basis, the law of Belgium.

Furthermore, the *beneficiary* is aware and agrees that the *Commission* may take decisions to impose pecuniary obligations, which shall be enforceable in accordance with Article 299 of the Treaty on the functioning of the European Union.

Notwithstanding the *Commission's* right to directly adopt the 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 legality of decisions as referred to in the second paragraph.

Article 11 – Data protection

1. All personal data contained in this *grant 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 *European Union* institutions and bodies and on the free movement of such data. Such data shall be processed by the controller of the data solely in connection with the implementation and follow-up of this *grant agreement* and the evaluation and impact assessment of *Union* activities, without prejudice to the possibility of passing the data to the bodies in charge of monitoring or inspection tasks in accordance with *European Union* legislation and this *grant agreement*.
2. *Beneficiaries* may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They shall address any questions regarding

¹ Established by Decision No 1639/2006/EC of the European Parliament and of the Council of 24 October 2006 (OJ L 310, 9.11.2006, p. 15).

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.

3. Any queries concerning the processing of the personal data of *beneficiaries* shall be submitted to the controller, using the address for the *Commission* as referred to in Article 9(1) of this *grant agreement* and indicating the reference of the grant agreement. For the purpose of this *grant agreement*, the controller responsible for processing shall be: Head of the *Operations for ICT Research and Innovation* Unit.

Article 12 – Application of the provisions of this *grant agreement*

1. The provisions of this *grant agreement* shall take precedence over the provisions of any of the Annexes to this *grant agreement*. The provisions of Annex II shall take precedence over the provisions of Annex I.

2. The special conditions set out in Article 8 of this *grant agreement* shall take precedence over any other provisions.

Done in two originals in English,

For the *coordinator* done at

Name of the legal entity:

Name of legal representative:

Stamp of the organisation (if applicable):

Signature of legal representative:

Date:

For the Commission done at Brussels

Name of legal representative:

Signature of legal representative:

Date:

ANNEX III

Form A – accession of *beneficiaries* to the grant agreement

(to be filled in by each *beneficiary* identified in Article 1(2) of the *grant agreement*)

VYSOCINA KRAJ represented for the purpose hereof by Mr. Zdenek Rysavy , Member of the Regional Council, or his authorised representative *established in ZIZKOVA 57 , 587 33 JIHLAVA - CZECH REPUBLIC* (person legally authorised to act on behalf of the legal entity) acting as its legal authorised representative, hereby consents to become a *beneficiary* to *grant agreement* No 250482 (relating to project Civil-servants Empowerment for Multi-media Service Delivery ICT-enabled) signed between the *European Commission* and **INNOVA SPA** (Innova) *established in Via della Scrofa 117 , 00186 ROMA - ITALY*, and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*. **VYSOCINA KRAJ** confirms to have received a copy of the agreement.

Done in 3 copies, of which one shall be kept by the coordinator and one by VYSOCINA KRAJ, the third being sent to the Commission by the coordinator in accordance with Article 2(1) of the grant agreement.

Name of legal entity: *Kraj VYSOCINA*

Name of legally authorised representative: **ZDENEK RYSAVY**

Title of legally authorised representative: **Member of the Regional Council**

Signature of legally authorised representative:

Date:

Stamp of the organisation:

Name of legal entity: *INNOVA SPA*

Name of legally authorised representative: **Ms. Antonella Vulcano**

Title of legally authorised representative: **Director**

Signature of legally authorised representative:

Date:

Stamp of the organisation:

Clause to the

**ICT PSP GRANT AGREEMENT
ANNEX III - FORM A – ACCESSION OF BENEFICIARIES TO THE GRANT
AGREEMENT**

According to the Act No.129/2000 Coll. on Regions (Establishment of Regions), as amended by subsequent regulations, the partnership and cooperation proclamation fall within the competence of the Regional Assembly. The Assembly of the Vysocina Region will negotiate the proclamation at its session No. 4 of the day 22nd June 2010.

Name of Legal Entity: kraj VYSOCINA

Name of legal representative: Zdeněk Ryšavý

Signature of legal representative:

Date:

Stamp of the organisation: