

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

Information and Communication Technologies

Coordination and Support Action

PreCo

Enhancing Innovation in Pre-Commercial Public Purchasing Processes

Grant Agreement Number 248703

## SEVENTH FRAMEWORK PROGRAMME

## GRANT AGREEMENT No 248703

## Enhancing Innovation in Pre-Commercial Public Purchasing Processes

*Coordination and Support Action*

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

of the **one part**,

**and CULMINATUM INNOVATION OY LTD**, established in TEKNIKANTIE 12, 02150 ESPOO - FINLAND, represented by Mr Pasi MÄKINEN, Managing Director and/or Ms Suvi KEMPPAINEN, Programme Director, or their authorised representative, the *beneficiary* acting as *coordinator* of the *consortium* (the "*coordinator*"), ("*beneficiary n° 1*"),

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 *beneficiaries* to the *grant agreement*
- Annex V - Form B – Request for accession of a new *beneficiary* to the *grant agreement*
- 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*.

- **ALFAMICRO-SISTEMAS DE COMPUTADORES, LDA** established in ALAMEDA DA GUIA 192A, 2750-368 CASCAIS - PORTUGAL, represented by Mr Alvaro OLIVEIRA, Managing Director and/or Ms Tania MAMEDE, Project Coordinator, or their authorised representative ("*beneficiary n° 2*"),

- **AGENTURA PRO EVROPSKE PROJEKTY&MANAGEMENT SDRUZENI** established in DOBRATICKA 524, 199 00 PRAHA 18 - CZECH REPUBLIC, represented by Ms Irina ZALISOVA, Director, or her authorised representative ("*beneficiary n° 3*"),

- **FUNDACION COMUNIDAD VALENCIANA- REGION EUROPEA** established in Plaza de Nules 2, 46003 VALENCIA - SPAIN, represented by Mr Juan Manuel REVUELTA, Director, or his authorised representative ("*beneficiary n° 4*"),

- **SYDDANSK UNIVERSITET** established in CAMPUSVEJ 55, 5230 ODENSE M - DENMARK, represented by Mr Lars Stig MØLLER, Head of Department and/or Ms Anne-Grete GAD, Head of Department, or their authorised representative ("*beneficiary n° 5*"),

- **VYSOCINA KRAJ** established in ZIZKOVA 57, 587 33 JIHLAVA - CZECH REPUBLIC, represented by Mr Zdeněk RYŠAVÝ , Member of the Vysočina Regional Council and/or Mr Vladimír NOVOTNÝ , President for Finance and Grant Programmes, or their authorised representative ("*beneficiary n° 6*"),

- **HELSINGIN KAUPPAKORKEAKOULU** established in RUNEBERGINKATU 14-16, 00100 HELSINKI - FINLAND, represented by Mr Eero KASANEN, Rector and/or Mr Risto TAINIO, Research Director, or their authorised representative ("*beneficiary n° 7*"),

- **COPENHAGEN LIVING LAB APS** established in NJALSGADE 106 2, 2300 KOBENHAVN S - DENMARK, represented by Mr Thomas HAMMER-JAKOBSEN, CEO and/or Ms Anne Sofie JOSEPHSEN, Commercial Director, or their authorised representative ("*beneficiary n° 8*"),

- **STICHTING AMSTERDAMSE INNOVATIE MOTOR** established in De Ruyterkade, 5, 1013 AA AMSTERDAM - THE NETHERLANDS, represented by Mr Joke VAN ANTWERPEN, Director , or his authorised representative ("*beneficiary n° 9*"),

- **UNIONE REGIONALE DELLE CAMERE DI COMMERCIO INDUSTRIA ARTIGIANATO E AGRICOLTURA DEL VENETO** established in Via Delle Industrie 19/D, 30175 VENEZIA-MARGHERIA - ITALY, represented by Mr Gian Angelo BELLATI, Director and/or Mr Francesco PARETI, Head of European Policy Dept., or their authorised representative ("*beneficiary n° 10*"),

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 "**Enhancing Innovation in Pre-Commercial Public Purchasing Processes (PreCo)**" (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 **24 months from 01 November 2009** (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**
- **P2**: from month **13** to month **18**
- **Final**: from month **19** 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 398,040 (THREE HUNDRED NINETY-EIGHT THOUSAND FORTY 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: CULMINATUM INNOVATION OY LTD  
Name of bank: NORDEA BANK FINLAND PLC  
Account reference: FI8211123000382579

#### Article 6 – *Pre-financing*

A *pre-financing* of **EUR 212,288 (TWO HUNDRED TWELVE THOUSAND TWO HUNDRED EIGHTY-EIGHT 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 19,902 (NINETEEN THOUSAND NINE HUNDRED TWO 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°27 - BANK ACCOUNT SPECIFICALLY DEDICATED TO THE *PROJECT*

The bank account referred to in Article 5.3 shall be dedicated specifically to 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. Riikka Ikonen  
TEKNIKANTIE 12  
02150 ESPOO  
Finland

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

For the *Commission*: INFSO-ICT-248703@EC.EUROPA.EU

For the *coordinator*: riikka.ikonen@culminatum.fi

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:

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:

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

**VYSOCINA KRAJ**, represented for the purpose hereof by Mr Zdeněk RYŠAVÝ , Member of the Vysočina Regional Council and/or Mr Vladimír NOVOTNÝ , President for Finance and Grant Programmes, or their authorised representative, established in CZECH REPUBLIC - ZIZKOVA 57, 587 33 JIHLAVA acting as its legal authorised representative, hereby consents to become a beneficiary ("*beneficiary n°6*") to *grant agreement n° 248703* (relating to *project 'Enhancing Innovation in Pre-Commercial Public Purchasing Processes'*) concluded between the European Commission and CULMINATUM INNOVATION OY LTD established in FINLAND - TEKNIKANTIE 12, 02150 ESPOO 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 VYSOCINA KRAJ, 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: VYSOCINA KRAJ

Name of legal representative(s): (written out in full)

Signature of legal representative(s):

Date:

Stamp of the organisation

Name of Legal Entity: CULMINATUM INNOVATION OY LTD

Name of legal representative: (written out in full)

Signature of legal representative:

Date:

Stamp of the organisation



Clause to the

**FP7 GRANT AGREEMENT  
ANNEX IV - 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. 1 of the day 2<sup>nd</sup> February 2010.

Name of Legal Entity: kraj VYSOCINA

Name of legal representative: Zdeněk Ryšavý

Signature of legal representative:

Date:

Stamp of the organisation