SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 611333

Collective enHanced Environment for Social Tasks CHEST

Collaborative Project

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

of the **one part**,

and ENGINEERING - INGEGNERIA INFORMATICA SPA, established in Via San Martino Della Battaglia 56, 00185 ROMA - ITALY, represented by Mr Michele CINAGLIA, President, or his authorised representative, the *beneficiary* acting as *coordinator* of the *consortium* (the "*coordinator*"), ("*beneficiary* $n^{\circ} 1$ "),

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

- EUROPEAN INSTITUTE FOR PARTICIPATORY MEDIA EV established in WILHELMSTRASSE 67, 10117 BERLIN - GERMANY, represented by Mr Jasminko NOVAK, Managing Chairman, or his authorised representative ("*beneficiary* $n^{\circ} 2^{"}$),

- **PNO CONSULTANTS LIMITED** established in EARL ROAD 1 THE COURTYARD, SK8 6GN CHEADLE HULME - UNITED KINGDOM, represented by Mr James CRAVEN, Director and/or Mr Olaf SWANZY, Director, or their authorised representative ("*beneficiary* n° 3"),

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 "**Collective enHanced Environment for Social Tasks** (*CHEST*)" (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 **30** months from **01 October 2013** (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 24
- Final: from month 25 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 2,949,000** (**TWO MILLION NINE HUNDRED FORTY-NINE 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: ENGINEERING INGEGNERIA INFORMATICASPA

Name of bank:	INTESA SANPAOLO SPA
Account reference:	IT48R030690509310000003542

Article 6 – *Pre-financing*

A *pre-financing* of **EUR 1,572,800** (ONE MILLION FIVE HUNDRED SEVENTY-TWO THOUSAND EIGHT HUNDRED *EURO*) shall be paid to the *coordinator* within 30 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 147,450** (**ONE HUNDRED FORTY-SEVEN THOUSAND FOUR 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

No special **clauses** apply to this grant agreement.

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 <i>Commission</i> :	European Commission Communications Networks, Content and Technology B-1049 Brussels Belgium
For the <i>coordinator</i> :	Mr. Ivan Ficano Via San Martino Della Battaglia 56 00185 ROMA Italy

2. Reports and deliverables shall be transmitted to the *Commission* according to Article II.4.5.

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

For the *Commission*: CNECT-ICT-611333@EC.EUROPA.EU For the *coordinator*: ivan.ficano@eng.it 4. 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.

5. 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 the Programme 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 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: