

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

Information Society Technologies

Coordination Action

euCognition

European Network for the Advancement of Artificial Cognitive Systems

Contract Number 026408

CONTRACT No 026408**Coordination Action**

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

of the **one part**,

and UNIVERSITA DEGLI STUDI DI GENOVA, established in VIA BALBI 5 , 16126 GENOVA - ITALY, represented by Mr Giuseppe CASALINO, Director of Department and/or Mr Antonio BOCCALATTE, Vice-Director of Department, or their authorised representative the *contractor* acting as *coordinator* of the *consortium*,

(the "*coordinator*") and the other *contractors* identified in Article 1.2 below,

of the **other part**

HAVE AGREED to the following terms and conditions established in this contract and its annexes (the "*contract*").

Article 1 - Scope

1. The *Community* agrees to grant a financial contribution for the implementation of a *project* called "**European Network for the Advancement of Artificial Cognitive Systems (euCognition)**" within the framework of the specific research and technological development programme "**Integrating and Strengthening the European Research Area (2002-2006)**" (the "*specific programme*").

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

- **UNIVERSITY COLLEGE DUBLIN, NATIONAL UNIVERSITY OF IRELAND, DUBLIN** established in BELFIELD , DUBLIN 4 - IRELAND, represented by Mr Donal DOOLAN, Head of financial management and/or Mr John KENNY, Operations accountant, or their authorised representative ("*contractor*"),
- **TECHNISCHE UNIVERSITAET WIEN** established in KARLSPLATZ 13 , 1040 WIEN - AUSTRIA, represented by Mr Bernard FAVRE-BULLE, Head of Automation and Control Institute, or their authorised representative ("*contractor*"),
- **HOGSKOLAN I SKOVDE** established in HOGSKOLEVAGEN 1 , 54 128 SKOVDE - SWEDEN, represented by Mr Leif LARSSON, President, or their authorised representative ("*contractor*"),
- **LINKOEPINGS UNIVERSITET** established in CAMPUS VALLA , 581 83 LINKOEPING - SWEDEN, represented by Mr Curt KARLSSON, University director and/or Mr Mats ARWIDSON, Deputy university director, or their authorised representative ("*contractor*"),
- **RUHR-UNIVERSITAET BOCHUM** established in UNIVERSITAETSSTRASSE 150 , 44780 BOCHUM - GERMANY, represented by Mr Gerhard MOELLER, Head of Administration and/or Mr Elmar VIELHABER, Head dept. "budget, procurement", or their authorised representative ("*contractor*"),

- **THE APPLIANCE STUDIO LIMITED** established in 2 TEMPLE BACK EAST, TEMPLE QUAY , BS1 6EG BRISTOL - UNITED KINGDOM, represented by Mr Bill SHARPE, CEO, or their authorised representative (“*contractor*”),
- **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE** established in 3, RUE MICHEL-ANGE , 75794 PARIS CEDEX 16 - FRANCE, represented by Mr Bruno ANDRAL, Délégué Régional, or their authorised representative (“*contractor*”),
- **MAX-PLANCK GESELLSCHAFT ZUR FOERDERUNG DER WISSENSCHAFTEN E.V.** established in HOFGARTENSTRASSE 8 , 80539 MUENCHEN - GERMANY, represented by Mr Stefan MÜLLER, Acting Director, or their authorised representative (“*contractor*”),
- **UNIVERSITAETSKLINIKUM HAMBURG-EPPENDORF** established in MARTINISTRASSE 52 , 20246 HAMBURG - GERMANY, represented by Mr Ralf KRAPPA, Managing Director MediGate / UKE and/or Mr Matthias KREYSING, Managing Director Deanery / UKE, or their authorised representative (“*contractor*”),

(hereinafter referred to as the “*contractors*”)

3. The *consortium* shall carry out the work set out in Annex I to this *contract* (the “*project*”) up to the milestone specified in Annex I in accordance with the conditions set out in this *contract*.

4. The *contractors* are deemed to have concluded a *consortium agreement* regarding the internal operation and management of the *consortium*. The *consortium agreement* shall include all aspects necessary for the management of the *consortium* and the implementation of the *project* as well as any necessary intellectual property provisions.

Article 2 – Constitution of the *consortium*

1. The *coordinator* shall ensure that the legal entities identified in Article 1.2 complete the formalities for them to accede to the *contract*. At the latest **45** calendar days after the entry into force of the *contract*, the *coordinator* shall send to the *Commission* one of the three duly completed and signed originals of Form A (set out in Annex IV), which shall be obtained from each of the *contractors* identified in Article 1.2. The two remaining signed originals shall be kept by the *coordinator* and the *contractor* concerned and be made available for consultation at the request of any other *contractor*.

2. Should any legal entity identified in Article 1.2 fail or refuse to accede to the *contract* within the deadline established in the previous paragraph, the *Commission* is no longer bound by its offer to contract with the said legal entity(ies). The *Commission* may terminate the *contract* in accordance with Article II.15.5, where any legal entity identified in Article 1.2 does not accede to the *contract* in accordance with the provisions established by the *Commission*.

3. However, the *consortium* may propose appropriate solutions to the *Commission* to ensure the implementation of the *project* including, where necessary, the accession to the *contract* of legal entities other than those identified in Article 1.2 in accordance with the provisions in Article 3.

4. In the case of termination, no costs incurred by the *consortium* under the *project* up to the date of *contract* termination can be approved or accepted as eligible for reimbursement by the *Community* financial contribution. Any *pre-financing* provided to the *consortium* and any interest generated by the *pre-financing* must be returned in full to the *Commission* within 30 days of notification of termination.

Article 3 - Evolution of the *consortium*

The *consortium* may be enlarged to include other legal entities, which shall accede to the *contract* by means of Form B (set out in Annex V). The *Commission* is deemed to have accepted this legal entity as a *contractor* in the *consortium*, if it does not object within six weeks of receipt of Form B. Any new *contractor* shall comply with the participation rules established by the *Rules for Participation*. This is subject to any condition required by the *Financial Regulation* or other formalities that may be required by any other provision of this *contract*.

They shall assume the rights and obligations of *contractors* as established by the *contract* with effect from the date of their accession to the *contract*. *Contractors* leaving the *consortium* shall be bound by the provisions of the *contract* regarding the terms and conditions applicable to the termination of their participation.

Article 4 – Entry into force of the *contract* and duration of *project*

1. This *contract* shall enter into force on the day of its signature by the *coordinator* and the *Commission*.
2. The duration of the *project* shall be **36** months from **01 January 2006** (hereinafter referred to as the “*start date*”).

This *contract* shall be completed once the rights and obligations of all the parties to the *contract* have been met. The implementation and payment phases relating to the *project* must be completed by the *final implementation date* of the *contract*.

The provisions set out in Articles II.7, II.9, II.10, II.11, II.29, II.30, II.31 and Part C of Annex II shall continue to apply after the *final implementation date* as well as any provisions in Annex III which specifically state that they shall continue to apply after the *final implementation date*.

Article 5 – *Community* financial contribution

The *Community* financial contribution shall be in the form of a **grant to the budget**.

The maximum *Community* contribution to the *project* shall be **EUR 1,599,916 (ONE MILLION FIVE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED SIXTEEN euro)**. The *Community* financial contribution shall be limited to the maximum rates of contribution to the activities identified in Part B of Annex II, as modified by any provision of Annex III. Annex I indicates the estimated breakdown of costs and activities to be carried out under the *project*.

Article 6 - 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 month **24**
- P3:** from month **25** to the last month of the *project*

Article 7 - Reports

1. Reports referred to in Article II.7.2 shall be submitted for each reporting period identified in Article 6 within 45 days of the end of the period in question. Reports shall be submitted in **English**.
2. Reports referred to in Article II.7.3 shall be submitted at the latest 45 days after the end of the following periods:

P3 covering reporting periods from **P1** to the last reporting period

3. In addition to the reports for the last period, final activity and financial reports referred to in Article II.7.4 (except for the report referred to in Article II.7.4.d) shall be submitted to the *Commission* at the latest 45 days after the end of the *project*. This delay may be increased by 45 days at the request of the *consortium*. Where the work is completed before the end of the duration of the *project*, the related activity and financial reports shall cover the period up to that date.

Article 8 - Payment modalities

1. The *Community* financial contribution to the *project* shall be paid to the *coordinator* on behalf of the *contractors* in accordance with the following provisions:

- (a) the *consortium* shall determine the allocation of each tranche of the *Community* financial contribution between the *contractors*, in accordance with this *contract* and any relevant provisions in their *consortium agreement*.
- (b) the payment of the *Community* financial contribution to the *coordinator* discharges the *Commission* from its obligation to make this payment to the *contractors*.
- (c) the *coordinator* shall distribute the *Community* financial contribution without unjustified delay.

2. The *Community* financial contribution shall be paid in accordance with the provisions of Article II.28 and the following:

- (a) *pre-financing* of **EUR 708,729 (SEVEN HUNDRED EIGHT THOUSAND SEVEN HUNDRED TWENTY-NINE euro)** of the estimated *Community* financial contribution corresponding to the first reporting period and the first six months of the subsequent reporting period indicated in the table of estimated breakdown of costs for this period in Annex I, within 45 days following the date the *Commission* is informed of the accession of the last *contractor* required to constitute the minimum number of participants established by *the Rules for Participation*, and as detailed in the call for proposals to which the *project* is related.

- (b) within 45 days following approval by the *Commission* of the reports relating to each reporting period:

If an audit certificate has been submitted:

- i) a payment to settle the amounts justified and accepted during the reporting period; and
- ii) an intermediate *pre-financing* of **85%** of the estimated *Community* financial contribution corresponding to the subsequent period and the first six months of the period following, indicated in the table of estimated breakdown of costs for this period in Annex I.

Where the amount justified and accepted for the reporting period is less than the *pre-financing* already paid to the *consortium*, that part of the *pre-financing* is re-qualified as a payment and the *Commission* shall deduct the difference from the subsequent *pre-financing*.

Where the amount justified and accepted for the reporting period is more than the *pre-financing* already paid to the *consortium*, the *pre-financing* is re-qualified as a payment and the *Commission* shall add the difference as a complementary payment at the time of the payment of the subsequent *pre-financing*.

If an audit certificate has not been submitted:

- i) an intermediate *pre-financing* of **85%** of the estimated *Community* financial contribution corresponding to the subsequent period and the first six months of the period following, indicated in the table of estimated breakdown of costs for this period in Annex I.

Where the amount justified and accepted for the reporting period is less than the *pre-financing* already paid to the *consortium*, the *Commission* shall deduct the difference from the subsequent *pre-financing*.

Where the amount justified and accepted for the reporting period is more than the *pre-financing* already paid to the *consortium*, the *Commission* shall add the difference to the subsequent *pre-financing*, within the limits established by the *Financial Regulation*.

- (c) within 45 days following approval by the *Commission* of the reports relating to the last period and the final reports referred to in Article II.7, the *Commission* shall pay a final payment for that period.

- (d) Any payment at the end of a reporting period accompanied by an audit certificate shall be considered as final, subject to the results of any audit or review, which may be carried out pursuant to the provisions of Article II.29.

Where less than 70% of a *pre-financing* has been used at the end of a reporting period, and notwithstanding the approval by the *Commission* of the related reports, subsequent intermediate *pre-financing* may be paid only:

- i) if an audit certificate is provided for that reporting period; or
 - ii) on the basis of a complementary periodic management report referred to in Article II.7.2.b that shall be submitted to the *Commission* once the above-mentioned spending rate has been achieved.
- (e) Where no comments, changes or substantial corrections to any of the *project* activity reports or financial statements are required or where the *Commission* approves the reports more than 45 days after reception, the *Commission* shall make the appropriate payment within 90 days of receipt of the *project* activity reports and associated financial statements.

Where substantial comments, changes, further information or adjustments are requested by the *Commission* within this period, the delay is suspended upon notification by the *Commission*. The remainder of the 90 day payment period begins again only after submission by the *contractors* of the required information.

Article 9 - Special clauses

The following special conditions apply to this *contract*:

- 9.1 1. The *contractor* Centre National de la Recherche Scientifique represents also the following *members* of Institut des Sciences Cognitives - UMR5015 (referred to in this special clause as "*member(s)*")
- Université Claude Bernard Lyon 1.

2. The *contractor* may charge costs incurred by the *members* in carrying out the *project*, in accordance with the provisions of the *contract*. These costs shall not be considered as receipts of the *project*.

The *members* shall identify the costs to the *project* in accordance with the provisions of part B of the *contract*. Each *member* shall apply a cost reporting model in accordance with the principles established in articles II.19, II.20 and II.21. The *contractor* shall provide to the *Commission*:

- an individual financial statement from each *member* in the format specified in Form C. These costs shall not be included in the *contractor's* Form C
- an audit certificate from each *member* in accordance with the relevant provisions of this *contract*
- a summary financial report consolidating the sum of the eligible costs borne by each *member* and the *contractor*, as stated in their individual financial statements, shall be appended to the *contractor's* Form C.

When submitting reports referred to in Article II.7, the *consortium* shall identify work performed and resources deployed by each *member*.

3. The eligibility of the *member's* costs charged by the *contractor* is subject to controls and audits of the *members*, in accordance with Article II.29.

4. The *contractor* shall retain sole responsibility toward the *Community* and the other *contractors* for its *members*. The *contractor* shall ensure that the *members* abide by the provisions of the *contract*.

Article 10 - Amendments

Any request for amendment to the *contract* shall be submitted in accordance with Article 11. Proposals for amendments submitted by the *coordinator* are requested on behalf of the *consortium*. The *coordinator* shall ensure that adequate proof of the *consortium's* agreement to such a request exists and is made available in the event of an audit.

The *Commission* shall undertake to approve or reject any request for an amendment within 45 days of its receipt. The absence of a response from the *Commission* within 45 days of receipt of such a request, or any other period provided for in the *contract*, does not constitute approval of the request, except for any modification or evolution of the *consortium* as foreseen in Article 3.

All amendments to the *contract* shall be in writing.

Article 11 - Communication

1. Requests for amendments and any communication foreseen by the *contract* shall identify the nature and details of the request or communication and be submitted in writing by means of registered mail with acknowledgement of receipt to the following addresses:

For the *Commission*: **Commission of the European Communities**
Information Society and Media Directorate-General
L-2920 LUXEMBOURG

For the *coordinator*: UNIVERSITA DEGLI STUDI DI GENOVA
VIA BALBI 5
16126 GENOVA
ITALY

2. Where the *contract* foresees that information or documents are to be transferred by electronic means, the following functional mailboxes shall be used:

For the *Commission*: INFISO-IST-026408@CEC.EU.INT

For the *coordinator*: vernon@ieee.org

3. The bank account of the coordinator to which all payments of the Community financial contribution shall be made is:

Name of account holder: **DIPARTIMENTO DI INFORMATICA SISTEMISTICA E
TELEMATICA**

Name of bank: **BANCA CARIGE S.P.A. - CASSA DI RISPARMIO DI GENOVA E IMPERIA**

Account reference: **IT35X0617501472000000534290**

4. Each party to the contract shall inform the other parties without delay of any changes in the names or addresses identified in paragraphs 1 and 2 above.

Article 12 - Applicable law

The law of **Luxembourg** shall govern this *contract*.

Article 13 - Jurisdiction

The Court of First Instance or the Court of Justice of the European Communities, as is appropriate in the specific case, shall have sole jurisdiction to hear any disputes between the *Community* and the *contractors* as regards the validity, the application or any interpretation of this *contract*.

Article 14 - Annexes forming an integral part of this *contract*:

1. The following annexes form an integral part of this *contract*:

- Annex I - Description of work
- Annex II - General conditions
- Annex III - Not applicable
- Annex IV - Form A – consent of *contractors* to accede to the *contract*
- Annex V - Form B – accession of new legal entities to the *contract*
- Annex VI - Form C – financial statement per instrument

2. In the event of any conflict between the provisions of the Annexes to this *contract* and any provision of this part of the *contract*, the latter 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 9 shall take precedence over any other provisions of this *contract*.

Done at **Luxembourg**, in **English**.

Name of *coordinator*: **UNIVERSITA DEGLI STUDI DI GENOVA**

Name of legally authorised representative: (written out in full)

Function of legally authorised representative:

Signature of legally authorised representative:

Name of legally authorised representative: (written out in full)

Function of legally authorised representative:

Signature of legally authorised representative:

Stamp of the organisation:

The Commission of the European Communities

Name of legally authorised representative: (written out in full)

Function of legally authorised representative:

Signature of legally authorised representative:

Date: