

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

Information Society Technologies

Specific Targeted Research Project

**AWARE**

Platform for autonomous self-deploying and operation of wireless sensor-actuator networks cooperating with aerial objects.

Contract Number 033579



**CONTRACT No 033579****Specific Targeted Research Project**

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** **ASOCIACION DE LA INVESTIGACION Y COOPERACION INDUSTRIAL DE ANDALUCIA "F. DE PAULA ROJAS"**, established in CAMINO DE LOS DESCRUBRIMIENTO S/N ESCUELA SUPERIOR DE INGENI , 41092 SEVILLA - SPAIN, represented by Mr ANTONIO TORRALBA, DIRECTOR GENERAL GERENTE, or his 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 "**Platform for autonomous self-deploying and operation of wireless sensor-actuator networks cooperating with aerial objects. (AWARE)**" 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:

- **TECHNISCHE UNIVERSITAET BERLIN** established in STRASSE DES 17. JUNI 135 , 10623 BERLIN - GERMANY, represented by Ms Cornelia BOREK, EC Liaison Officer and/or Ms Verena RADEMACHER, Head of Research Admin., or their authorised representative ("*contractor*"),
- **FLYING-CAM SA** established in RUE DU PASSAGE D'EAU 1 , 4681 HERMALLE-SOUS-ARGENTEAU - BELGIUM, represented by Mr Emmanuel PREVINAIRE, President, or his authorised representative ("*contractor*"),
- **UNIVERSITEIT TWENTE** established in DRIENERLOLAAN 5 , 7522 NB ENSCHEDE - THE NETHERLANDS, represented by Mr Peter M.G. APERS, Scientific Director CTIT and/or Mr Iddo BANTE, Managing Director CTIT, or their authorised representative ("*contractor*"),
- **UNIVERSITAET STUTTGART** established in KEPLERSTRASSE 7 , 70174 STUTTGART - GERMANY, represented by Ms Bettina BUHLMANN, Kanzlerin and/or Ms Heike LINDENSCHMID, Stellvertretende Kanzlerin, or their authorised representative ("*contractor*"),



- **SELEX SENSORS AND AIRBORNE SYSTEMS LIMITED** established in CHRISTOPHER MARTIN ROAD , SS14 3EL BASILDON ESSEX - UNITED KINGDOM, represented by Mr Mark STEADMAN, Commercial Manager, or his authorised representative (“*contractor*”),
- **ITURRI SA** established in POLIGONO CARRETERA AMARILLA, AVENIDA ROBERTO OSBORNE 5 , 41007 SEVILLA - SPAIN, represented by Mr JESUS MADERO MADERO, DIRECTOR TECNICO, or his 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 June 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 2,300,000 (TWO MILLION THREE HUNDRED THOUSAND 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 covering each period shall be submitted at the latest 45 days after the end of each 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 920,000 ( NINE HUNDRED TWENTY THOUSAND 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 related to each reporting period:
  - i) a payment which settles the amounts justified and accepted during the reporting period.
  - ii) *pre-financing* of **80%** 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*.

- (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.

Total *pre-financing* may not exceed 80% of the *Community* financial contribution or, where final payments referred to in paragraph d have been effected, of the difference between the *Community* financial contribution and those final payments.

- (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 The bank account identified in Article 11.3 of this *contract* to which all payments of the *Community* financial contribution shall be made shall be opened as a trust account to be used exclusively for the purpose of the *project*.
- 9.2 For the purposes of this *contract*, the following *contractor(s)* (is)(are) considered to be a *public body* or an *international organisation*, in accordance with Article II.1.21 and II.1.12 respectively:
- Technische Universität Berlin (DE)
  - University of Twente (NL)
  - Universität Stuttgart (DE)
- 9.3 Notwithstanding the provisions of Article 7.2 of this *contract*, *contractors* requesting a *Community* financial contribution for one or more reporting periods of less than EUR 150,000, need not submit an audit certificate, until the cumulative request for *Community* financial contribution is equal to or exceeds EUR 150,000 for the reporting periods for which an audit certificate has not yet been submitted.
- In all cases an audit certificate shall be submitted at the latest 45 days after the final reporting period. This final audit certificate shall cover all period/s for which an audit certificate has not been previously submitted.

The following paragraph shall be added at the end of Article 8.2(b) :

If an audit certificate has not been submitted:

i) an intermediate *pre-financing* of 80 % 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*.

#### 9.4 Data protection

1. All personal data contained in the *contract* 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 *contract* 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.
2. 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.
3. For the purpose of this *contract*, the "Controller" shall be the Head of the Unit in charge of this *contract*. 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](mailto:infso-data-protection-coordinator@ec.europa.eu) by indicating the reference 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  
B-1049 Brussels BELGIUM

For the *coordinator*: ASOCIACION DE LA INVESTIGACION Y COOPERACION  
INDUSTRIAL DE ANDALUCIA "F. DE PAULA ROJAS"  
CAMINO DE LOS DESCRUBRIMIENTO S/N ESCUELA  
SUPERIOR DE INGENI  
41092 SEVILLA  
SPAIN

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-033579@EC.EUROPA.EU

For the *coordinator*: aollero@cartuja.us.es

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

Name of account holder: **ASOCIACION DE LA INVESTIGACION Y COOP INDUSTRIAL DE ANDALUCIA**

Name of bank: **LLOYDS TSB BANK PLC**

Account reference: **ES7201060030010030205425**

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 **Belgium** 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 <i>contractors</i> to accede to the <i>contract</i> |
| Annex V   | - Form B – accession of new legal entities to the <i>contract</i>         |
| 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 **Brussels**, in **English**.



Name of *coordinator*: **ASOCIACION DE LA INVESTIGACION Y COOPERACION INDUSTRIAL DE ANDALUCIA "F. DE PAULA ROJAS"**

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: