

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

Information Society Technologies

Network of Excellence

EURON

European Robotics Network

Contract Number 507728

CONTRACT No 507728**Network of Excellence**

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 or his duly authorised representative,

of the **one part**,

and KUNGLIGA TEKNISKA HOEGSKOLAN, established in SWEDEN - VALHALLAVAEGEN 79, 100 44 STOCKHOLM, represented by Mr Anders FLODSTRÖM, President and/or Mr Bengt FINNSTRÖM, Director of External Relations office, or her/his/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 Robotics Network**" 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:

- **UNIVERSITAET KARLSRUHE (TH)** established in GERMANY - KAISERSTRASSE 12, 76131 KARLSRUHE, represented by Ms Karin PLÖNERT, Official for Legal Matter and/or Mr Dietmar ERTMANN, University Chancellor, or her/his/their authorised representative ("*contractor*"),
- **UNIVERSITAT JAUME I DE CASTELLON** established in SPAIN - AVENIDA VICENT SOS BAYNAT S/N, 12006 CASTELLON DE LA PLANA, represented by Mr Francisco TOLEDO-LOBO, Rector and/or Mr Agustín ESCARDINO-BENLOCH, Vice-rector, or her/his/their authorised representative ("*contractor*"),
- **UNIVERSITAT POLITECNICA DE CATALUNYA** established in SPAIN - JORDI GIRONA 31, 08034 BARCELONA, represented by Mr Josep FERRER, Rector and/or Mr Josep JOFRE, Administrator, or her/his/their authorised representative ("*contractor*"),
- **ECOLE POLYTECHNIQUE FEDERALE DE LAUSANNE** established in SWITZERLAND - ECUBLENS, 1015 LAUSANNE, represented by Mr Roland SIEGWART, Vice-Dean, or her/his/their authorised representative ("*contractor*"),
- **UNIVERSITA DEGLI STUDI DI NAPOLI FEDERICO II** established in ITALY - CORSO UMBERTO 1, 80138 NAPOLI, represented by Mr Antonio LANGELLA, Head of the Department, or her/his/their authorised representative ("*contractor*"),
- **UNIVERSITEIT VAN AMSTERDAM** established in THE NETHERLANDS - SPUI 21, 1012 WX AMSTERDAM, represented by Mr Walter HOOGLAND, Dean of the Faculty of Science and/or Mr

- Wim VAN AMERSFOORT, Director-Techn, Finances, Buildings, or her/his/their authorised representative (“*contractor*”),
- **FRAUNHOFER GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V.** established in GERMANY - HANSASTRASSE 27C, 80686 MUENCHEN, represented by Mr Rüdiger DORNER, Head of Department and/or Mr Walter KRAUSE, EU projects Officer, or her/his/their authorised representative (“*contractor*”),
 - **GPS GESELLSCHAFT FUER PRODUKTIONSSYSTEME GMBH** established in GERMANY - HAMLETSTRASSE 11, 70563 STUTTGART, represented by Mr Heinrich VÄHNING, Director of GPS /CEO, or her/his/their authorised representative (“*contractor*”),
 - **TECHNISCHE UNIVERSITAET WIEN** established in AUSTRIA - KARLSPLATZ 13, 1040 WIEN, represented by Mr Alexander WEINMANN, Head of the Institute and/or Mr Bernard FAVEBULLE, University Professor of Industrial Automation, or her/his/their authorised representative (“*contractor*”),
 - **KATHOLIEKE UNIVERSITEIT LEUVEN** established in BELGIUM - OUDE MARKT 13, 3000 LEUVEN, represented by Mr Andre OOSTERLINK, Rector, or her/his/their authorised representative (“*contractor*”),
 - **INSTITUTE OF CONTROL OF SYSTEMS RESEARCH** established in BULGARIA - AKADEMIK G. BONCHEV STREET BL. 2, 1113 SOFIA, represented by Mr Chavdar ROUMENIN, Director of ICSR-BAS and/or Mr Ognyan Borisov MANOLOV, Head of Optimal Control Dept, or her/his/their authorised representative (“*contractor*”),
 - **CZECH TECHNICAL UNIVERSITY IN PRAGUE** established in CZECH REPUBLIC - ZIKOVA 4, 166 36 PRAHA 6, represented by Mr Vladimir KUCERA, Dean of Faculty of Electrical Engineering and/or Mr Pavel MACH, Faculty Vice-Dean, or her/his/their authorised representative (“*contractor*”),
 - **UNIVERSIDAD CARLOS III DE MADRID** established in SPAIN - CALLE MADRID 126, 28903 GETAFE (MADRID), represented by Mr Francisco Javier PRIETO, Director of Research Projects and/or Mr Francisco MARCELLAN, Vice Rector of Research and Innovation, or her/his/their authorised representative (“*contractor*”),
 - **TALLINNA TEHNIKAUELIKOOL** established in REPUBLIC OF ESTONIA - EHITAJATE TEE 5, 19806 TALLINN, represented by Mr Andres KEEVALLIK, Rector and/or Mr Peep SUERJE, Vice Rector for Research, or her/his/their authorised representative (“*contractor*”),
 - **SYDDANSK UNIVERSITET** established in DENMARK - CAMPUSVEJ 55, 5230 ODENSE M, represented by Mr Vagn HOLMEGAARD, SDU Chief Accountant, or her/his/their authorised representative (“*contractor*”),
 - **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE** established in FRANCE - 3, RUE MICHEL-ANGE, 75794 PARIS CEDEX 16, represented by Ms Katherine PIQUET-GAUTHIER, Déléguée Régionale du CNRS, or her/his/their authorised representative (“*contractor*”),
 - **NATIONAL TECHNICAL UNIVERSITY OF ATHENS** established in GREECE - 9, HEROON POLYTECHNIU STR., 15773 ATHENS, represented by Mr Panayiotis COTTIS, Vice Rector, or her/his/their authorised representative (“*contractor*”),
 - **MAGYAR TUDOMANYOS AKADEMIA SZAMITASTECHNIKAI ES AUTOMATIZALASI KUTATO INTEZET** established in HUNGARY - KENDE U. 13-17, 1111 BUDAPEST, represented by Mr Peter INZELT, Director and/or Mr George L. KOVACS, Head of Research Lab, or her/his/their authorised representative (“*contractor*”),
 - **UNIVERSITY OF ULSTER** established in UNITED KINGDOM - CROMORE ROAD, COLERAINE BT52 1SA, represented by Ms Anne Marie PATTON, Head of Research Grants & Contact and/or Mr John HUGHES, Pro-vice Chancellor for Res. & Dev., or her/his/their authorised representative (“*contractor*”),
 - **TEL AVIV UNIVERSITY** established in ISRAEL - RAMAT AVIV, 69978 TEL AVIV, represented by Ms Lea PAIS, Director Research Authority and/or Ms Iris LOEWENSTEIN, Manager of Finance Department, or her/his/their authorised representative (“*contractor*”),

- **POLITECHNIKA WARSZAWSKA** established in POLAND - PLAC POLITECHNIKI 1, 00-661 WARSZAWA, represented by Mr Piotr WOLANSKI, Vice-Rector for Research at PW and/or Mr Włodzimierz KURNIK, Vice-Rector for General Affairs, or her/his/their authorised representative (“*contractor*”),
- **INSTITUTO DE SISTEMAS E ROBOTICA** established in PORTUGAL - DEP. ENGENHARIA ELECTROTECNICA, UNIV. DE COIMBRA, POLO II, 3030 COIMBRA, represented by Mr Anibal Traça DE ALMEIDA, Director and/or Mr Helder ARAÚJO, Vice-Director, or her/his/their authorised representative (“*contractor*”),
- **JOZEF STEFAN INSTITUTE** established in REPUBLIC OF SLOVENIA - JAMOVA 39, 1001 LJUBLJANA, represented by Mr Vito TURK, Director of IJS, or her/his/their authorised representative (“*contractor*”),
- **OULUN YLIOPISTO** established in FINLAND - PENTTI KAITERAN KATU 1, 90014 OULU, represented by Mr Lauri LAJUNEN, Rector and/or Ms Leila RISTELI, Director, or her/his/their authorised representative (“*contractor*”),
- **UNIVERSITY OF PLYMOUTH HIGHER EDUCATION CORPORATION** established in UNITED KINGDOM - DRAKE CIRCUS, PLYMOUTH PL4 8AA, represented by Mr Roland LEVINSKY, Vice-Chancellor and/or Mr Mike BEVERIDGE, Deputy Vice-Chancellor, or her/his/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 **48** months from **01 May 2004** (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*¹.

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 for integration**.

The maximum *Community* contribution to the *project* shall be **EUR 3,340,000 (THREE MILLION THREE HUNDRED FORTY 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 month **36**
- P4:** from month **37** to month **48**

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**.

¹ The *final implementation date* is determined by taking into account, after the end date of the *project*, the maximum periods allowed for the *contractors* to submit all the required reports and other deliverables, for the *Commission* to approve them and for it to make the final payment. If the periods indicated are extended by means of an amendment to the *contract*, the *final implementation date* shall be modified accordingly.

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 1,064,625 (ONE MILLION SIXTY-FOUR THOUSAND SIX HUNDRED TWENTY-FIVE euro)** representing **85%** 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 **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*.

- (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.

- (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 *coordinator* shall not distribute to the *contractor* GPS GESELLSCHAFT FUER PRODUKTIONSSYSTEME GMBH any *pre-financing* until a financial guarantee of a value of EUR 104,000 (one hundred and four thousand Euro) is provided to the *Commission* by the *consortium* or the *contractor*.

9.2

Notwithstanding the provisions of Article 8.2.a, the *pre-financing* shall be paid not earlier than 45 days before the *start date* of the *project*.

9.3

Costs incurred by the following *contractor* shall not be taken into consideration for determining the *Community* financial contribution:
ECOLE POLYTECHNIQUE FEDERALE DE LAUSANNE.

The *contractor* mentioned in the previous paragraph is not subject to financial audits and audits on accounting and management principles referred to in Article II.29.1.

Article II.18, Section 1 of Part B of Annex II and any provision of Section 2 deriving from Section 1 do not apply to that *contractor*.

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**
DG Information Society
B-1049 Brussels BELGIUM

For the *coordinator*: KUNGLIGA TEKNISKA HOEGSKOLAN
NADA, CVAP/CAS - 10044, Stockholm, SWEDEN

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-507728@CEC.EU.INT

For the *coordinator*: hic@nada.kth.se

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

Name of account holder: **KUNGL TEKNISKA HOGSKOLAN**

Name of bank: **SVENSKA HANDELSBANKEN**

Account reference: **613841346599**

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 - Specific provisions related to Networks of Excellence
- 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

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*: **KUNGLIGA TEKNISKA HOEGSKOLAN**

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: