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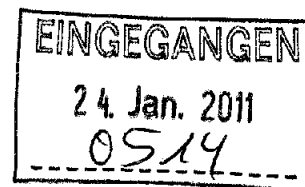
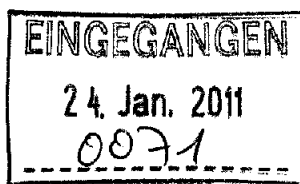
EUROPEAN COMMISSION

INFORMATION SOCIETY AND MEDIA DIRECTORATE-GENERAL

Balanced European Conservation Approach – ICT services for resource saving in social housing

BECA

Grant Agreement No 270981



ICT PSP GRANT AGREEMENT

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GRANT AGREEMENT NO 270981

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

of the one part

and **EMPIRICA GESELLSCHAFT FUER KOMMUNIKATIONS- UND TECHNOLOGIEFORSCHUNG MBH** (EMPIRICA), established in OXFORDSTRASSE 2, 53111 BONN - GERMANY, represented by its legal/statutory representatives, Mr. Simon Robinson, Director, and/or Mr. Werner B. Korte, Director, or their authorised representatives,

(the *beneficiary* acting as "*coordinator*") and the other *beneficiaries* identified in Article 1(2) below,

of the other part,

HAVE AGREED on 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 and indicative breakdown of the budget and the financial contribution of the *Union* between beneficiaries
- Annex II - General conditions
- Annex III - Form A – accession of *beneficiaries* to the *grant agreement*
- Annex IV - Form B – request for the accession of new legal entities to the *grant agreement*

Article 1 – Scope

1. The *Union* has decided to grant a financial contribution for the implementation of the *project* specified in Annex I, called "**Balanced European Conservation Approach – ICT services for resource saving in social housing (BECA)**" (the "*project*"), under the Information and Communications Technologies (ICT) Policy Support Programme (the "ICT PSP") and under the conditions laid down in this *grant agreement*. The *consortium* shall carry out the *project* in accordance with the conditions set out in this *grant agreement*.

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

- **DELPHIS DEVELOPPEMENT ETUDES POUR LE LOGEMENT LA PROMOTION DE L'HABITAT'INNOVATION ET LE SOCIAL ASSOCIATION** (DELPHIS), established in rue Saint Augustin 33, 75002 PARIS - FRANCE, represented by its legal/statutory representatives, Mr. Eric Lamoulen, President, and/or Mr. Francis Deplace, General Manager, or their authorised representatives,

- **CENTRE INTERNACIONAL DE METODES NUMERICS EN ENGINYERIA** (CIMNE), established in C GRAN CAPITAN, EDIFICI C1, CAMPUS NORD UPC

SN, 08034 BARCELONA - SPAIN, represented by its legal/statutory representatives, Prof. Eugenio OÑATE, Vice-President, and/or Ms. M^a Ángeles VICIANA, Chief administrator, or their authorised representatives,

- **PICH-AGUILERA ARQUITECTOS S.L.P** (PICH), established in Calle Avila 138, 08018 Barcelona - SPAIN, represented by its legal/statutory representatives, Mr. Felipe Pich-Aguilera, Founding Partner, and/or Ms. Teresa Batlle, Founding Partner, or their authorised representatives,

- **FOMENT DE LA REHABILITACIO URBANA DE MANRESA SA** (FORUM), established in PLAZA IMMACULADA 3, 08241 MANRESA - SPAIN, represented by its legal/statutory representatives, Mr. FRANCESC CARNÉ, Manager, and/or Mr. DANIEL SANCHEZ, Financial Director, or their authorised representatives,

- **ASSOCIATION MUNICIPAL ENERGY AGENCY RUSE** (AMEA), established in KONSTANTIN IRECHEK STR 16, 7000 RUSE - BULGARIA, represented by its legal/statutory representative, Prof. Nicola Mihaylov, Executive Director, or his authorised representative,

- **UNIVERSITY OF ROUSSE ANGEL KUNCHEV** (UNIRUSE), established in STUDENTSKA STREET 8, 7017 ROUSSE - BULGARIA, represented by its legal/statutory representative, Prof. Hristo Beloev, Rector, or his authorised representative,

- **Ruse Municipality** (RuseMun), established in Svoboda sq 6, 7000 Ruse - BULGARIA, represented by its legal/statutory representatives, Bozhidar Yotov, Mayor, and/or Atila Minev, Deputy Mayor, or their authorised representatives,

- **Agenzia Territoriale per la Casa della Provincia di Torino** (ATC), established in corso Dante 14, 10134 Torino - ITALY, represented by its legal/statutory representative, Mr. Elvi Rossi, President, or his authorised representative,

- **MESTSKA REALITNI AGENTURA SRO** (MRA), established in U LESA 865/3a, 736 01 HAVIROV - CZECH REPUBLIC, represented by its legal/statutory representatives, Mr. Pavel Merta, Managing Director, and/or Mr. Pavol Jantoš, Technical deputy director, or their authorised representatives,

- **STU-K AS** (STUK), established in SALVEJOVA 8, 106 00 PRAHA 106 - CZECH REPUBLIC, represented by its legal/statutory representatives, Mr. Tomas Vimmr, Member of the Board of Directors, and/or Dr. Vaclav Vimmr, Member of the Board of Directors, or their authorised representatives,

- **University of Belgrade - Faculty of Mechanical Engineering** (MEB), established in Kraljice Marije 16, 11120 Belgrade - SERBIA, represented by its legal/statutory representatives, Prof. Milorad Milovancevic, Dean, and/or Prof. Vojkan Lucanin, Vicedean, or their authorised representatives,

- **BEOGRADSKE ELEKTRANE (BEOELEK)**, established in SAVSKI NASIP 11, 11070 BEOGRAD - SERBIA, represented by its legal/statutory representatives, Mr. Zoran Predic, General manager, and/or Mr. Radmilo Savic, Executive manager, or their authorised representatives,

- **PREDUZECE ZA INFORMACIONE TEHNOLOGIJE I ELEKTRONSKO TRGOVANJE BELIT DOO (BELIT)**, established in OBILICEV VENAC 18-20, 11000 BELGRADE - SERBIA, represented by its legal/statutory representatives, Mr. Dušan Poznanović, General Manager, and/or Mr. Marko Poznanović, business development manager, or their authorised representatives,

- **ÖrebroBostäder AB (Orebro)**, established in Krämartorget, 70008 Örebro - SWEDEN, represented by its legal/statutory representative, Mr. Roger Radström, Deputy Managing Director, or his authorised representative,

- **bauverein AG (Bauverein)**, established in Siemensstrasse 20, 64289 Darmstadt - GERMANY, represented by its legal/statutory representatives, Dr. Hans-Jürgen Braun, CEO, and/or Christina Haerle-Petit, Assistant Manager (with commercial authority), or their authorised representatives,

- **Techem Energy Services GmbH (TECHEM)**, established in Hauptstrasse 89, 65760 Eschborn - GERMANY, represented by its legal/statutory representatives, Mr. Hans-Lothar Schäfer, CEO Techem Energy Services GmbH, and/or Mr. Michael Steinfeld, General Manager Techem Energy Services GmbH International Markets, or their authorised representatives,

- **INSTITUT WOHNEN UND UMWELT GMBH (IWU)**, established in ANNASTRASSE 15, 64285 DARMSTADT - GERMANY, represented by its legal/statutory representatives, Mr. Rudolf Raabe, General Manager, and/or Mr. Helmut Herrschaft, Proxy, or their authorised representatives,

Article 2 – Accession to the *grant agreement*

1. The *coordinator* shall endeavour to ensure that each legal entity identified in Article 1(2) accedes to this *grant agreement* as a *beneficiary* by signing Form A (as set out in Annex III) in three originals, countersigned by the *coordinator*. Not later than 45 calendar days after the entry into force of the agreement, the *coordinator* shall send to the Commission one of the three duly completed and signed originals of Form A. The two remaining signed originals shall be kept, one by the *coordinator*, to be made available for consultation at the request of any other *beneficiary*, and the other by the *beneficiary* concerned.

2. Should any legal entity identified in Article 1(2) fail or refuse to accede to the *grant agreement* by 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 a time-limit to be set by the latter, appropriate solutions to ensure the implementation of the *project*. The procedure established in Annex II for amendments to this *grant agreement* shall apply.

Article 3 - Entry into force of the grant agreement and duration of the project

1. This *grant agreement* shall enter into force following its signature by the *coordinator* and the *Commission* on the day of the last signature.
2. The *duration of the project* shall be **36 months from 01/01/2011** ("*start date of the project*").

Article 4 – Reporting periods

The *project* is divided into reporting periods of the following duration:

- P1: from month 1 to month 11
- P2: from month 12 to month 22
- P3: from month 23 to the last month of the *project*.

Article 5 – Maximum financial contribution of the Union

1. The maximum financial contribution of the *Union* to the project shall be **EUR 2.700.000,00 (two million seven hundred thousand euros)**.

The financial contribution of the *Union* shall be limited to **50%** of the eligible costs.

The actual financial contribution of the *Union* shall be calculated in accordance with the provisions of this *grant agreement*.

2. Annex I contains an indicative breakdown of the budget and the financial contribution of the *Union* between *beneficiaries*.

Beneficiaries are allowed to transfer budget amounts between themselves provided the work is carried out as described in Annex I. The *coordinator* shall notify any such transfer to the *Commission* without unjustified delay.

Article 6 – Payment

1. The financial contribution of the *Union* to the *project* shall be paid to the *coordinator* on behalf of the *beneficiaries* in accordance with the provisions of this *grant agreement*. The payment of the financial contribution of the *Union* to the *coordinator* discharges the *Commission* from its payment obligation.
2. The financial contribution of the *Union* shall be paid to the *coordinator's* bank account, denominated in euros, identified as follows:

Name of bank: SPARKASSE KOELNBONN (FORMER STADTSPARKASSE KOELN)

Name of account holder: EMPIRICA GES FUR KOMMUNIKATIONUND TECHNOLOGIEFORSCHUNG GMBH

Account reference: DE29370501980007500127

This account or sub-account must allow the financial contribution of the *Union* and related interest to be identified. Otherwise, the accounting methods of the *coordinator* must make it

possible to identify the financial contribution of the *Union* and the interest or other benefits yielded.

3. The financial contribution of the *Union* shall be paid in accordance with the provisions of this *grant agreement* and the following schedule:

(a) *pre-financing*

An initial *pre-financing* of **EUR 1.440.000,00 (one million four hundred forty thousand euros)** shall be paid to the *coordinator* within 45 days following the entry into force of the *grant agreement*. The coordinator shall distribute the *pre-financing* only to the *beneficiaries* who have acceded to the *grant agreement*.

(b) After each reporting period, except the last reporting period, the *Commission* shall make interim payments corresponding to the amounts accepted during the reporting period concerned. The total amount of the *pre-financing* and interim payments shall not exceed 90% of the maximum financial contribution of the *Union*.

(c) *final payment*

The *Commission* shall make a final payment after the end of the last reporting period.

Article 7 – Language of Project Reports and Deliverables

The *reports* and *deliverables* required under this *grant agreement* shall be submitted by the *coordinator* in English.

Article 8 - Special conditions

The following special conditions apply to this *grant agreement* :

Identification of beneficiaries that are public bodies

For the purposes of this grant agreement, the following beneficiaries are considered to be a public body: CENTRE INTERNACIONAL DE METODES NUMERICS EN ENGINYERIA, UNIVERSITY OF ROUSSE ANGEL KUNCHEV, RUSE MUNICIPALITY, AGENZIA TERRITORIALE PER LA CASA DELLA PROVINCIA DI TORINO, UNIVERSITY OF BELGRADE - FACULTY OF MECHANICAL ENGINEERING

Beneficiaries with eligible costs but no EC contribution

1. Costs incurred by the following beneficiary shall not be taken into consideration for determining the financial contribution of the Union: BEOGRADSKE ELEKTRANE.

2. Beneficiary mentioned in the previous paragraph is not subject to financial audits as referred to in Article II.28.

3. Part C of Annex II and any provision of Part A and Part D deriving from Part C do not

apply to that beneficiary.

Article 9 – Communication

1. Any communication or request concerning this *grant agreement* shall identify the *grant agreement* number, the nature and details of the communication or request and be submitted to the address notified by the *Commission* upon signature of the *grant agreement* and to the address of the *coordinator* notified in accordance with Article II.2.

2. Where any notification is sent to the address of the *coordinator* as referred to in paragraph 1 and/or to the *coordinator's* legal representative, in the event 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.

Article 10 - Applicable law and competent court

The financial contribution of the *Union* is a contribution from the *European Union* budget with the aim of implementing the ICT PSP under the Competitiveness and Innovation Framework Programme ("CIP")¹ and it is incumbent on the *Commission* to execute this programme. Accordingly, this *grant agreement* shall be governed by its terms, the relevant *European Union* acts related to the CIP, the *Financial Regulation* applicable to the general budget of the European Union and its *Implementing Rules*, other European Community and European Union law and, on a subsidiary basis, the law of Belgium.

Furthermore, the *beneficiary* is aware and agrees that the *Commission* may take decisions to impose pecuniary obligations, which shall be enforceable in accordance with Article 299 of the Treaty on the functioning of the European Union.

Notwithstanding the *Commission's* right to directly adopt the 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 legality of decisions as referred to in the second paragraph.

Article 11 – Data protection

1. All personal data contained in this *grant agreement* 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 *European Union* institutions and bodies and on the free movement of such data. Such data shall be processed by the controller of the data solely in connection with the implementation and follow-up of this *grant agreement* and the evaluation and impact assessment of *Union* activities, without prejudice to the possibility of passing the data to the bodies in charge of monitoring or inspection tasks in accordance with *European Union* legislation and this *grant agreement*.

2. *Beneficiaries* may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They shall address any questions regarding

¹ Established by Decision No 1639/2006/EC of the European Parliament and of the Council of 24 October 2006 (OJ L 310, 9.11.2006, p. 15).

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. Any queries concerning the processing of the personal data of *beneficiaries* shall be submitted to the controller, using the address for the *Commission* as referred to in Article 9(1) of this *grant agreement* and indicating the reference of the grant agreement. For the purpose of this *grant agreement*, the controller responsible for processing shall be: Head of the *Operations for ICT Research and Innovation Unit*.

Article 12 – Application of the provisions of this *grant agreement*

1. The provisions of this *grant agreement* shall take precedence over the provisions of any of the Annexes to this *grant agreement*. The provisions of Annex II shall take precedence over the provisions of Annex I.

2. The special conditions set out in Article 8 of this *grant agreement* shall take precedence over any other provisions.

Done in two originals in English,

For the coordinator done at

Name of the legal entity: *empirica Gesellschaft für Kommunikations- und Technologieforschung mbH*
 Name of legal representative: *Simon Robinson and/or Werner B. Korte*
 Stamp of the organisation (if applicable):

Signature of legal representative:

Date: *12.12.2010*

GESELLSCHAFT FÜR KOMMUNIKATIONS- UND TECHNOLOGIEFORSCHUNG MBH
 OXFORDSTRASSE 2 D- 53111 BONN
 TELEFON: 0228/98 530-0 • TELEFAX: 0228/98 530-

empirica

Simon Robinson

Werner B. Korte

For the Commission done at Brussels

Name of legal representative:
 Signature of legal representative:

Date:

[Signature]

21 Dec 2010

W. Van Puymbroeck

Authorised Representative

Paul Timmers
Acting Director