

COMMISSION OF THE EUROPEAN COMMUNITIES
RESEARCH DIRECTORATE-GENERAL

Integrating and strengthening the European Research Area

Integrated Project

DINAMICS

Diagnostic NANotech and MICrotech Sensors

NMP4-CT-2007-026804

Contract Number 026804

CONTRACT No 026804 (NMP4-CT-2007-026804)

Integrated 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 Jose Manuel Silva Rodriguez, Director General for Research Directorate-General or his duly authorised representative,

of the one part,

and Lambda Labor für molekularbiologische DNA-Analysen GmbH, established in Industriestraße 6, Freistadt, 4240, Austria, represented by Florian Winner, CEO, 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 *Diagnostic NAnotech and MICrotech Sensors (DINAMICS)* within the framework of the specific research and technological development programme "Integrating and strengthening the European Research Area" (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:

- **BHR Group Limited**, established in College Road, CRANFIELD, BEDFORDSHIRE, MK43 0AJ, United Kingdom represented by Michael PAPWORTH, Financial Director, and/or Alistair MUIR, Chief Executive, or her/his/their authorised representative ("*contractor*")
- **SENSIA SL**, established in Calle Marconi 1, Parque Tecnológico de Madrid, Tres Cantos, 28760, Spain represented by Cristina Garmendia, President, and/or Claudia D'Augusta, Financial Manager, or her/his/their authorised representative ("*contractor*")
- **SPIN OFF INFORMAZIONE DATI ELETTRONICA AUTOMAZIONE SRL**, established in Viale Carlo Piepoli 3/2, Bologna, 40125, Italy represented by Bazolli Cesare, Chief Administration, or his authorised representative ("*contractor*")
- **HEMOSOFT BILISIM VE EGITIM HIZMETLERI LIMITED SIRKETI**, established in METU Technopolis, Silicon Building, Ankara, 06531, Turkey represented by Sükrü Çetinkaya, General Manager, and/or Güçlü Ongun, Assistant Manager, or her/his/their authorised representative ("*contractor*")
- **MIKROMIKOMED KFT**, established in Kesmarki u. 12, 1/4 Szam, Budapest, 1431-BpPf 109, 1118, Hungary represented by Róbert Deák, Managing Director, and/or András Széll, Managing director, or her/his/their authorised representative ("*contractor*")
- **JP Industrietechnologie und -anlagen GmbH**, established in Harvestehuder Weg 24, Hamburg, 20149, Germany represented by Jinping Liu, Director, and/or Viktor Liuwentao, Assistant Manager, or her/his/their authorised representative ("*contractor*")



- **VYSKUMNY USTAV VODNEHO HOSPODARSTVA**, established in Nabrezie Arm.Gen. L.Svobodu 5, Bratislava, 812 49, Slovakia represented by Július Hétharsi, Director, or his authorised representative ("*contractor*")
- **Alma Mater Studiorum - Università di Bologna**, established in Via Zamboni, 33, Bologna, 40126, Italy represented by Bonivento Claudio, Dept. Director, and/or Toth Paolo, Vice-Director, or her/his/their authorised representative ("*contractor*")
- **BUDAPESTI MUSZAKI ES GAZDASAGTUDOMANYI EGYETEM**, established in MUEGYETEM RAKPART 3., Budapest, 1521 PF 91, 1111, Hungary represented by Miklós Zrínyi, Vice Rector, and/or Sándor Tömösközi, Director, or her/his/their authorised representative ("*contractor*")
- **Cranfield University**, established in College Road, CRANFIELD - BEDFORDSHIRE, MK43 0AL, United Kingdom represented by Malcolm Blott, Commercial Accountant, or his authorised representative ("*contractor*")
- **STEINBEIS-STIFTUNG FUER WIRTSCHAFTSFOERDERUNG.**, established in Willi-Bleicher-Strasse 19, Stuttgart, 70174, Germany represented by Norbert Höptner, Director, and/or Jonathan Loeffler, Managing Director, or her/his/their authorised representative ("*contractor*")
- **LIONIX BV**, established in DE VELDMAAT 10, ENSCHEDE, 456, 7522 NM, Netherlands represented by HANS H. VAN DEN VLEKKERT, CEO, 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*") 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 30 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*

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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 the first day of the month after the signature by the *Commission* (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 4,499,542.00 EUR (four million four hundred and ninety nine thousand five hundred and forty two Euro and zero Cents). 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*.

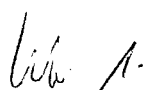
Article 6 - Reporting periods

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 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



For the *Commission*: Commission of the European Communities
Research Directorate-General
RTD-G5 Administration & Finance CDMA 0/146
B-1049 Brussels, Belgium

For the *coordinator*: Lambda Labor für molekularbiologische DNA-Analysen GmbH

R&D Department
Industriestraße 6,
Freistadt, 4240, Austria

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*: RTD-Contract-Dir-G@ec.europa.eu

For the *coordinator*: mittermayr@lambda.at

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

Name of Account holder: Lambda GmbH
Name of the bank: Oberbank AG
IBAN: AT191500000721129294

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 Integrated Project
- 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*.

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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. However, the initial *pre-financing* shall not be distributed to the *contractors* until the minimum number of *contractors* required by the *Rules for Participation* have acceded to the *contract*.

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

(a) *pre-financing* of 1,683,572.00 EUR (one million six hundred and eighty three thousand five hundred and seventy two Euro and zero Cents) 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 of entry into force of the *contract*.

(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 85.00% 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 85.00% 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*

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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*:

Special clause 22.

Notwithstanding the provisions of Article II.22.4, DEIS - Department of Electronics which is an integral part of *contractor* Alma Mater Studiorum - Università di Bologna may use the FC cost model for identifying its eligible costs in FP6 contracts, despite the fact that the *contractor* uses the AC cost model in FP6 contracts.

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:

SIGNATURES

AS WITNESS the *Parties* have caused this *Consortium Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

COORDINATOR: Lambda Labor für molekularebiologische DNA-Analysen GmbH

Signature



Name *F. WINNER*

Title *CEO*

Authorised to sign on behalf of

PARTY: _____

Signature



Name

Title

Július Hétharši

Dr., PhD.

Done at Brussels , in English

For the *coordinator*

.....
Name

.....
Function

.....
Signature
(stamp or seal of the organisation)

.....
Date

For the Commission

.....
Name

.....
Function

.....
Signature

.....
Date 7 - 03 2007

ANNEX B

Budget and Project Shares

This table is a copy of the table

“Financial information – whole duration of the project” from Annex I.

No	Acronym	Nation	Cost model	Person month	Labour	Travel	Other costs	Sub-contract	Overheads	Total Costs	EC contrib.
1	LAM	A	FC	140	616,000	48,000	999,000	33,000	123,200	1,819,200	947,920
2	BHR	UK	FC	50	267,503	12,000	45,000	4,000	607,234	935,737	513,607
3	SEN	E	FCF	36	214,560	8,000	20,000	4,000	48,512	295,072	156,688
4	IDEA	I	FCF	37	111,000	12,000	22,000	4,000	29,000	178,000	91,000
5	HEM	TR	FCF	77	269,500	8,000	18,000	4,000	59,100	358,600	185,500
6	MMM	HU	FCF	30	105,000	8,000	220,688	4,000	66,736	404,424	208,412
8	JP	D	FCF	50	345,000	12,000	17,000	4,000	74,800	452,800	228,400
9	WRI	SK	FCF	68	217,600	14,000	142,000	4,000	74,720	452,320	223,936
10	UNIBo	I	FC	99	472,796	8,000	33,730	4,000	241,126	759,652	389,037
11	BME	HU	AC	93	297,600	8,000	60,000	20,000	73,120	458,720	458,720
12	CRAN	UK	AC	80	464,000	8,000	66,240	4,000	107,648	649,888	649,888
15	SEZ	D	AC	44	246,354	14,000	10,000	34,000	54,080	358,434	358,434
16	LIONIX	NL	FC	13	65,000	8,000	25,000	4,000	52,000	154,000	88,000
Total				817	3,691,959	168,000	1,678,658	127,000	1,611,277	7,276,847	4,499,542