

ZM-2006-1706-129

COMMISSION OF THE EUROPEAN COMMUNITIES
DIRECTORATE GENERAL INFORMATION SOCIETY AND MEDIA

eContentplus Programme

Targeted Project

eWater

Multilingual cross-border access to ground water databases

Grant agreement Number ECP-2005-GEO-038214

- **CESKA GEOLOGICKA SLUZBA (GEOFOND)**, established in **CZECH REPUBLIC - KOSTELNI 26, 170 06 PRAHA 7**, represented by its legal/statutory representative, *Mr Jaromir STARY, Director*, or his authorized representative[s].
- **STATNY GEOLOGICKY USTAV DIONYZA STURA - DIONYZ STUR INSTITUTE OF GEOLOGY (SGUDS)**, established in **SLOVAK REPUBLIC - MLYNSKA DOLINA 1, 81704 BRATISLAVA**, represented by its legal/statutory representative, *Mr Michal KALICIAK, Director*, or his authorized representative[s].
- **REGIONE EMILIA ROMAGNA - SERVIZIO GEOLOGICO, SISMICO E DEI SUOLI (SGSS)**, established in **ITALY - VIALE ALDO MORO 52, 40127 BOLOGNA**, represented by its legal/statutory representative, *Ms Leopolda BOSCHETTI, Direttore Generale Ambiente e Difesa del Suolo e della Costa*, or her authorized representative[s].
- **GEOLOGISCHE BUNDESANSTALT (GBA)**, established in **AUSTRIA - NEULINGGASSE 38, 1030 WIEN**, represented by its legal/statutory representative, *Mr GERHARD LETOUZE, Chief of the Department of Applied Geosciences*, or his authorized representative[s].
- **LIETUVOS GEOLOGIJOS TARNYBA PRIE LR APLINKOS MINISTERIJOS (LGT)**, established in **REPUBLIC OF LITHUANIA - S.KONARSKIO G. 35, 03123 VILNIUS**, represented by its legal/statutory representative, *Mr Juozas MOCKEVICIUS, DIRECTOR*, or his authorized representative[s].
- **INFORMACINES TECHNOLOGIJOS (IT)**, established in **REPUBLIC OF LITHUANIA - GYNEJU 4, 01109 VILNIUS**, represented by its legal/statutory representative, *Mr Darius LAZAUSKAS, General Director*, or his authorized representative[s].
- **GEODAN MOBILE SOLUTIONS B.V (GEODAN)**, established in **THE NETHERLANDS - PRESIDENT KENNEDYLAAN 1, 1079 MB AMSTERDAM**, represented by its legal/statutory representative, *Mr Eric BEINAT, CEO*, or his authorized representative[s].
- **G.I.M. GEOGRAPHIC INFORMATION MANAGEMENT (G.I.M.)**, established in **BELGIUM - INTERLEUVENLAAN 5, 3001 HEVERLEE**, represented by its legal/statutory representative, *Mr Vital SCHREURS, Managing Director*, or his authorized representative[s].
- **GEOLOSKI ZAVOD SLOVENIJE (GEOZS)**, established in **REPUBLIC OF SLOVENIA - DIMICEVA 14, 1000 LJUBLJANA**, represented by its legal/statutory representative, *Mr Marko KOMAC, Director*, or his authorized representative[s].
- **INSTITUTO GEOLOGICO Y MINERO DE ESPANA (IGME)**, established in **SPAIN - RIOS ROSAS 23, 28003 MADRID**, represented by its legal/statutory representative, *Mr Jose Pedro CALVO SORANDO, Director General*, or his authorized representative[s].
- **SYERIGES GEOLOGISKA UNDERSOKNING (SGU)**, established in **SWEDEN - VILLAVAGEN 18, 751 28 UPPSALA**, represented by its legal/statutory representative, *Mr Lars PERSSON, Research Director*, or his authorized representative[s].

3. The consortium shall make appropriate arrangements for its internal operation and management which may include any intellectual property provisions. To this end, a consortium agreement may be established which will cover any other additional

aspects necessary for the *consortium* management and the implementation of *the project*.

Article 2 - Constitution of the *consortium*

1. The *coordinator* shall ensure that the *beneficiaries* complete the formalities for them to accede to the agreement. At the latest 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 (set out in Annex III), which shall be obtained from each of the *beneficiaries*. The two remaining signed originals shall be kept by the *coordinator* and the *beneficiary* concerned and be made available for consultation at the request of any other *beneficiary*.
2. Should any legal entity identified in Article 1.2 fail or refuse to accede to the agreement within the deadline established in the previous paragraph, the Commission is no longer bound by its offer to the said legal entity(ies). The Commission may terminate the agreement, where any legal entity identified in Article 1.2 does not accede to the agreement in accordance with the provisions established by the Commission.
3. In the case of termination, no costs incurred by the *consortium* under the *project* can be 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.
4. However, the *consortium* may propose appropriate solutions to the Commission to ensure the implementation of *the project* including, where necessary, the accession to the agreement of legal entities other than those identified in Article 1.2 in accordance with the provisions of Article 3. The Commission may accept or reject the proposals of the *consortium*.

Article 3 - Evolution of the *consortium*

1. The *consortium* may be enlarged to include other legal entities, which shall accede to the agreement by means of form B (set out in Annex III), subject to acceptance in writing by the Commission of the request for accession.
2. The new *beneficiaries* shall be bound by the terms of the agreement with effect from the date of their accession to the agreement. *Beneficiaries* leaving the *consortium* shall be bound by the provisions of the agreement regarding the terms and conditions applicable to the termination of their participation.

Article 4 - Entry into force of the agreement and duration of the *project*

1. This agreement shall enter into force following its signature by the *coordinator* and the Commission.
2. The *duration of the project* shall be 24 months from 01 September 2006.

This agreement shall be completed on the date of the final payment of the Community's financial contribution ("*agreement completion date*"). However, those provisions related to Parts B and D of Annex II to this agreement shall continue to apply after that date. Any provisions in Annex II which specifically indicate their continued application after the *agreement completion date* will also apply in accordance with the duration foreseen therein.

3. The *beneficiaries* shall not assign any of the rights and obligations arising from the agreement without the prior written authorisation of the Commission and the other *beneficiaries*.

Article 5 - Community financial contribution

1. The Community financial contribution shall be in the form of a grant to the budget.
2. The maximum Community contribution to *the project* shall be EUR 7.197.202 (one million one hundred ninety-seven thousand two hundred two EURO). The Community financial contribution shall be limited to the maximum rates of contribution to the *eligible costs* identified in Article 8. Annex I contains an estimated breakdown of costs and activities between the *beneficiaries*.

Article 6 - Payment

1. The Community financial contribution to *the project* shall be paid to the *coordinator* on behalf of the *beneficiaries* in accordance with the following provisions:
 - (a) the *coordinator* shall distribute each tranche of the Community financial contribution between the *beneficiaries*, in accordance with this agreement, and in particular the estimated breakdown of costs and of activities between *beneficiaries* in Annex I.
 - (b) the payment of the Community financial contribution to the *coordinator* discharges the Commission from its obligation to make this payment to the *beneficiaries*.
 - (c) the *coordinator* shall distribute the Community contribution without unjustified delay.
2. The Community financial contribution shall be paid to the *coordinator's* bank account denominated in euro, identified as follows:

Name of bank: ING BANK N.V.

Address of branch: FINANCIAL PLAZA, 109, BIJLMEERDREEF
AMSTERDAM
THE NETHERLANDS

Exact designation of account holder: TNO BUILT ENVIRONMENT AND GEOSCIENCES

Full account number including codes: NL61INGB0689493061

This account or sub-account must identify the payments made by the Commission.

3. The Community financial contribution shall be paid in accordance with the provisions of Article II.17 and the following:
 - (a) pre-financing
pre-financing of EUR 957.760 (nine hundred fifty-seven thousand seven hundred sixty EURO) payable in 2 equal instalments.
The first instalment is payable within 45 days following the date on which the Commission is informed of the accession of all the *beneficiaries* identified in Article 1.2.
The *coordinator* may request subsequent instalments upon delivery of progress reports, financial statements and other *deliverables* according to the schedule defined in Annex I, in accordance with the terms of the agreement. The

Commission shall make the appropriate payment within 45 days of the approval of the reports and *deliverables* in accordance with Article II.4. Payment will be conditional on provision of a statement that the *consortium* has incurred *eligible costs* by that instalment date equivalent to at least 70% of the total amount of any earlier *pre-financing*.

The Commission may request a financial guarantee or a financial protective measure to cover the payment of each pre-financing. The pre-financing may be reduced if beneficiaries do not provide the guarantees or do not conform to the protective measure requested by the Commission.

- (b) the outstanding balance shall be paid on submission of a payment request and final financial statement, conditional on the approval by the Commission of the *deliverables* as defined in Article II.1. This payment 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.18 and II.19.

The Commission shall make the appropriate payment within 45 days of the approval in accordance with Article II.4 of the *deliverables* and associated financial statements.

Article 7 – Project Deliverables

The *deliverables* required under this agreement shall be submitted by the *coordinator* in English in accordance with Article II.3 to this agreement.

Article 8 – Special conditions

The following special conditions apply to this agreement:

1. The Community financial contribution shall be limited to 50% of eligible costs as defined in Articles II.13, II.14 and II.15.
2.
 1. In accordance with Article II.3.2(c) of this grant agreement, an external audit certificate of the financial statements and underlying accounts, produced by an approved auditor, must be delivered together with the final financial statement by any beneficiary receiving a total Community contribution for the project which is equivalent to or higher than EUR 750,000. This audit certificate shall cover all financial statements, including the final integrated financial statement as defined in Article II.3.2(b). Its purpose is to certify that the costs declared by the beneficiary in the financial statements meet the conditions of the grant agreement.
 2. Without prejudice to the paragraph above, the Commission may request, on the basis of an analysis of risks, the submission of an audit certificate from any beneficiary at any time until the agreement completion date.
 3. Public bodies and international organisations referred to in Article 43 of Commission Regulation (EC, Euratom) No 2342/2002 of 23 December 2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities are not required to provide audit certificates, unless the Commission requests the submission of such audit certificates on the basis of an analysis of risks.
3. Notwithstanding the provisions of Article 6, the first instalment of the pre-financing for the project for GEODAN shall not be paid by the Commission until a parent

company guarantee of a value of EUR 25,904 (twenty five thousand nine hundred four EURO) is provided by the beneficiary to the Commission.

Article 9 - Amendments

1. All the amendments to the agreement shall be made in writing.
2. Requests 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 absence of a response from the Commission does not constitute approval of the request.
3. Proposals for amendments made by the Commission shall be handled by the *coordinator* on behalf of the *consortium*. When accepting the amendment, the *coordinator* shall ensure that adequate proof of the *consortium's* agreement to the amendment exists and is made available in the event of an audit.

Article 10 - Applicable law and jurisdiction

1. The grant is governed by the terms of the agreement, the Community rules applicable, in particular the *Financial Regulation*, and, on a subsidiary basis, the law of Luxembourg.
2. The *beneficiaries* may bring legal proceedings regarding decisions by the Commission concerning the application of the provisions of the agreement and the arrangements for implementing it before the Court of First Instance of the European Communities and, in the event of appeal, the Court of Justice of the European Communities.

Article 11 - Data protection

1. All personal data contained in the 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 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 agreement 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.

Article 12 - Final provisions

1. The following Annexes are an integral part of this agreement:
 - Annex I - Description of work ✓
 - Annex II - General conditions ✓
 - Annex III - Form A - consent of the *beneficiaries* to accede to the agreement ✓
 - Form B - accession request of new legal entities to the agreement ✓

2. In the event of any conflict between Annex I and any other provision of this agreement, the latter shall take precedence.
3. The special conditions set out in Article 8 of this agreement shall take precedence over any other provisions.

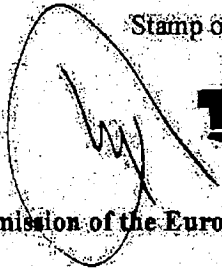

Done at Luxembourg in English,

Name of coordinator: **NETHERLANDS ORGANISATION FOR APPLIED SCIENTIFIC RESEARCH - TNO**

Name of legally authorised representative: (written out in full) **Mr Mart Van Bracht**

Function of legally authorised representative: **Director**

Signature of legally authorised representative:

Stamp of the organisation:


P.O. Box 80015
3508 TA Utrecht
The Netherlands

November 21, 2006

The Commission of the European Communities


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

H. FORSTER
Director

Function of legally authorised representative: **Director**

authorised representative of
Mr Fabio COLASANTI
Director General

Signature of legally authorised representative:



Date: **24-11-2006**