

A1452606 - 13.12.07

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

Information and Communication Technologies

Network of Excellence

ArtistDesign

ArtistDesign – Design for Embedded Systems

Grant Agreement Number 214373

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 214373

ArtistDesign – Design for Embedded Systems

Network of Excellence

The **European Community** (the "*Community*"), represented by the **Commission of the European Communities** (the "*Commission*"),

of the **one part**,

and **UJF FILIALE**, established in AVENUE DE VIGNATE 2, 38610 GIERES - FRANCE, represented by Mr Eric LARREY, Director and/or Ms Viviane CHILTON, Proj. Mgr., or their authorised representative, the *beneficiary* acting as *coordinator* of the *consortium* (the "*coordinator*"), ("*beneficiary n° 1*"),

of the **other part**

HAVE AGREED to 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 | - Joint Programme of Activities |
| Annex II | - General conditions |
| Annex III | - Non applicable |
| Annex IV | - Form A – Accession of <i>beneficiaries</i> to the <i>grant agreement</i> |
| Annex V | - Form B – Request for accession of a new <i>beneficiary</i> to the <i>grant agreement</i> |
| Annex VI | - Form C – Financial statement per funding scheme |
| Annex VII | - Form D – Terms of reference for the certificate on the financial statements
and Form E - Terms of reference for the certificate on the methodology |

Article 1 – Accession to the *grant agreement* of the other *beneficiaries*

1. The *coordinator* shall endeavour to ensure that each legal entity identified below accedes to this *grant agreement* as a *beneficiary*, assuming the rights and obligations established by the *grant agreement* with effect from the date on which the *grant agreement* enters into force, by signing Form A in three originals, countersigned by the *coordinator*.

- **UNIVERSITE JOSEPH FOURIER GRENOBLE 1** established in 621 AVENUE CENTRALE - DOMAINE UNIVERSITAIRE, 38041 GRENOBLE - FRANCE, represented by Mr Farid OUABDESSELAM, President and/or Mr Arthur SOUCEMARIANADIN, Vice-Président du Conseil d'Administration, or their authorised representative ("*beneficiary n° 2*"),

- **RHEINISCH-WESTFAELISCHE TECHNISCHE HOCHSCHULE AACHEN** established in TEMPLERGRABEN 55, 52056 AACHEN - GERMANY, represented by Mr Burkhard RAUHUT, Rector and/or Mr Manfred NETTEKOVEN, chancellor, or their authorised representative ("*beneficiary n° 3*"),

- **AALBORG UNIVERSITET** established in FREDRIK BAJERS VEJ 5, 9220 AALBORG - DENMARK, represented by Mr Niels Maarbjerg OLESEN, Head of AAU Innovation and/or Ms Nina SCHJOLDAGER, Legal counsel, or their authorised representative ("*beneficiary n° 4*"),

- **UNIVERSIDADE DE AVEIRO** established in CAMPO UNIVERSITARIO DE SANTIAGO, 3800 AVEIRO - PORTUGAL, represented by Mr Francisco VAZ, Vice-Rector and/or Mr Maria Helena NAZARÉ, Rector, or their authorised representative ("*beneficiary n° 5*"),
- **ALMA MATER STUDIORUM - UNIVERSITA DI BOLOGNA** established in VIA ZAMBONI 33, 40126 BOLOGNA - ITALY, represented by Mr Guido AVANZOLINI, Head of Dept. and/or Mr Paolo TOTH, Deputy Head of Dept., or their authorised representative ("*beneficiary n° 6*"),
- **TECHNISCHE UNIVERSITAET BRAUNSCHWEIG** established in POCKELSTRASSE 14, 38106 BRAUNSCHWEIG - GERMANY, represented by Mr Rolf ERNST, Head of the Institute, or his authorised representative ("*beneficiary n° 7*"),
- **UNIVERSIDAD DE CANTABRIA** established in AVENIDA DE LOS CASTROS S/N, 39005 SANTANDER - SPAIN, represented by Mr JOSÉ CARLOS GÓMEZ SAL, VICERRECTOR DE INVESTIGACIÓN Y DESARROLLO and/or Mr FEDERICO GUTIERREZ-SOLANA SALCEDO, RECTOR, or their authorised representative ("*beneficiary n° 8*"),
- **COMMISSARIAT A L'ENERGIE ATOMIQUE** established in BATIMENT LE PONANT D, 25 RUE LEBLANC, 75015 PARIS CEDEX 15 -FRANCE, represented by Riadh CAMMOUN, Director, or her authorised representative ("*beneficiary n° 9*"),
- **DANMARKS TEKNISKE UNIVERSITET** established in ANKER ENGELUNDSVEJ 1, BYGNING 101A, 2800 KGS. LYNGBY - DENMARK, represented by Mr Claus NIELSEN, Director of DTU, or his authorised representative ("*beneficiary n° 10*"),
- **UNIVERSITAET DORTMUND** established in AUGUST-SCHMIDT-STRASSE 4, 44227 DORTMUND - GERMANY, represented by Mr Hans-Werner PICKHAN, Budget Director and/or Ms Birgit TÖLKES, Head of Office for Research and Development, or their authorised representative ("*beneficiary n° 11*"),
- **ECOLE POLYTECHNIQUE FEDERALE DE LAUSANNE** established in BATIMENT CE - 3316 - STATION 1, 1015 LAUSANNE - SWITZERLAND, represented by Ms Thomas HENZINGER, Full Professor, or her authorised representative ("*beneficiary n° 12*"),
- **EMBEDDED SYSTEMS INSTITUTE** established in DEN DOLECH 2 GEBOUW 0.10, 5612AZ EINDHOVEN - THE NETHERLANDS, represented by Mr Hendrik BRINKSMA, Scientific director and chair and/or Mr Reinier VAN PANTHALEON VAN ECK, Director Operations, or their authorised representative ("*beneficiary n° 13*"),
- **EIDGENOESSISCHE TECHNISCHE HOCHSCHULE ZUERICH** established in RAEMISTRASSE 101, 8092 ZUERICH - SWITZERLAND, represented by Mr Peter CHEN, Vice President Research and/or Mr Gerhard SCHMITT, Vice President Planning und Logistic, or their authorised representative ("*beneficiary n° 14*"),
- **INTERUNIVERSITAIR MICRO-ELECTRONICA CENTRUM VZW** established in KAPELDREEF 75, 3001 LEUVEN - BELGIUM, represented by Mr Gilbert DECLERCK, CEO, or his authorised representative ("*beneficiary n° 15*"),
- **INSTITUT NATIONAL DE RECHERCHE EN INFORMATIQUE ET EN AUTOMATIQUE** established in DOMAINE DE VOLUCEAU, 78153 LE CHESNAY - FRANCE, represented by Mr Michel COSNARD, Chairman & CEO and/or Mr Jean-Pierre

VERJUS, Deputy Chief Executive Officer, or their authorised representative ("*beneficiary n° 16*"),

- **TECHNISCHE UNIVERSITAET KAISERSLAUTERN** established in GOTTLIEB-DAIMLER-STRASSE, 67663 KAISERSLAUTERN - GERMANY, represented by Mr Stefan LORENZ, Chancellor, or his authorised representative ("*beneficiary n° 17*"),

- **KUNGLIGA TEKNISKA HOGSKOLAN** established in VALHALLAVAGEN 79, 100 44 STOCKHOLM - SWEDEN, represented by Mr Gunnar LANDGREN, Vice President, or his authorised representative ("*beneficiary n° 18*"),

- **LINKOPINGS UNIVERSITET** established in CAMPUS VALLA, 581 83 LINKOPING - SWEDEN, represented by Mr Curt KARLSSON, Registrar and/or Mr Mats ARWIDSON, Deputy registrar, or their authorised representative ("*beneficiary n° 19*"),

- **LUNDS UNIVERSITET** established in PARADISGATAN 5C, 221 00 LUND - SWEDEN, represented by Ms Marianne GRANFELT, University Director, or her authorised representative ("*beneficiary n° 20*"),

- **MAELARDALENS HOEGSKOLA** established in HOGSKOLEPLAN 1, 721 23 VASTERAS - SWEDEN, represented by Ms Ingegerd PALMÉR, President and/or Mr Clas TEGERSTRAND, European Research Liaison Officer, or their authorised representative ("*beneficiary n° 21*"),

- **OFFIS E.V.** established in ESCHERWEG 2, 26121 OLDENBURG - GERMANY, represented by Mr Werner DAMM, 1st Vice Chairman of the Board and/or Mr Hans-Jürgen APPELRATH, 2nd Vice Chairman of the Board, or their authorised representative ("*beneficiary n° 22*"),

- **PROJECT ON ADVANCED RESEARCH OF ARCHITECTURE AND DESIGN OF ELECTRONIC SYSTEM - GRUPPO EUROPEO DI INTERESSE ECONOMICO** established in VIA DI SAN PANTALEO 66, 00149 ROMA - ITALY, represented by Mr Marco MONTI, Chairman of the Board of Directors and/or Mr Ted VUCUREVICH, Vice President of the Board of Directors, or their authorised representative ("*beneficiary n° 23*"),

- **UNIVERSITAET PASSAU** established in INNSTRASSE 41, 94032 PASSAU - GERMANY, represented by Mr Walter SCHWEITZER, Rector and/or Mr Ludwig BLOCH, Chancellor, or their authorised representative ("*beneficiary n° 24*"),

- **SCUOLA SUPERIORE DI STUDI UNIVERSITARI E DI PERFEZIONAMENTO SANT'ANNA** established in PIAZZA MARTIRI DELLA LIBERTA, 33, 56127 PISA - ITALY, represented by Mr Giancarlo PRATI, Director, or his authorised representative ("*beneficiary n° 25*"),

- **INSTITUTO SUPERIOR DE ENGENHARIA DO PORTO** established in RUA DR. ANTONIO BERNARDINO DE ALMEIDA 431, 4200-072 PORTO - PORTUGAL, represented by Mr João ROCHA, Director of Executive Board, or his authorised representative ("*beneficiary n° 26*"),

- **UNIVERSITAET DES SAARLANDES** established in , 66123 SAARBRUECKEN - GERMANY, represented by Mr Volker LINNEWEBER, University-President and/or Mr Manfred LUECKE, Vice-President, or their authorised representative ("*beneficiary n° 27*"),

- **UNIVERSITAET SALZBURG** established in KAPITELGASSE 4-6, 5020 SALZBURG - AUSTRIA, represented by Mr Heinrich SCHMIDINGER, Rector, or his authorised representative ("*beneficiary n° 28*"),
- **UPPSALA UNIVERSITET** established in SANKT OLOFSGATAN 10B, 75105 UPPSALA - SWEDEN, represented by Mr Mats Ola OTTOSON, University Director and/or Mr Håkan LANSHAMMAR, Head of department, or their authorised representative ("*beneficiary n° 29*"),
- **TECHNISCHE UNIVERSITAET WIEN** established in KARLSPLATZ 13, 1040 WIEN - AUSTRIA, represented by Mr Hermann KOPETZ, Head of department, or his authorised representative ("*beneficiary n° 30*"),
- **UNIVERSITY OF YORK** established in HESLINGTON HALL, YO10 5DD YORK - UNITED KINGDOM, represented by Mr Scott SHURTLEFF, Research Support Office Manager, or his authorised representative ("*beneficiary n° 31*"),

All the *beneficiaries* together form the *consortium* (the "*consortium*").

2. The *coordinator* shall send to the *Commission* one duly completed and signed Form A per *beneficiary* at the latest 45 calendar days after the entry into force of the *grant agreement*. The two remaining signed originals shall be kept, one by the *coordinator* to be made available for consultation at the request of any *beneficiary*, and the other by the *beneficiary* concerned.

3. Should any legal entity identified above, fail or refuse to accede to the *grant 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 *consortium* may propose to the *Commission*, within the time-limit to be fixed by the latter, appropriate solutions to ensure the implementation of the *project*. The procedure established in Annex II for amendments to this *grant agreement* will apply.

4. The *beneficiaries* are deemed to have concluded a *consortium agreement* (the "*consortium agreement*") regarding the internal organisation of the *consortium*.

Article 2 – Scope

The *Community* has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called "**ArtistDesign – Design for Embedded Systems (*ArtistDesign*)**" (the "*project*") within the framework of the Specific Programme "**Cooperation**" and under the conditions laid down in this *grant agreement*.

Article 3 – Duration and start date of the project

The duration of the *project* shall be **48 months** from **01 January 2008** (hereinafter referred to as the "*start date*").

Article 4 – Reporting periods and language of reports

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**
- **Final:** from month **37** to the last month of the *project*

Any report and deliverable, when appropriate, required by this *grant agreement* shall be in **English**.

Article 5 – Maximum *Community* financial contribution

1. The maximum *Community* financial contribution to the *project* shall be **EUR 4,500,000 (FOUR MILLION FIVE HUNDRED THOUSAND EURO)**. The actual *Community* financial contribution shall be calculated in accordance with the provisions of this *grant agreement*.
2. Details of the *Community* financial contribution are contained in Annex I to this *grant agreement* which includes:
 - a table of the estimated breakdown of budget and *Community* financial contribution per activity to be carried out by each of the *beneficiaries* under the *project*. *Beneficiaries* are allowed to transfer budget between different activities and between themselves in so far as the work is carried out as foreseen in Annex I.
3. The bank account of the *coordinator* to which all payments of the *Community* financial contribution shall be made is:

Name of account holder: FLORALIS UJF FILIALE
Name of bank: CAISSE D'EPARGNE RHONE ALPES
Account reference: FR7613825002000811034641805

Article 6 – *Pre-financing*

A *pre-financing* of **EUR 1,687,500 (ONE MILLION SIX HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED EURO)** shall be paid to the *coordinator* within 45 days following the date of entry into force of this *grant agreement*. The *coordinator* shall distribute the *pre-financing* only to the *beneficiaries* who have acceded to the *grant agreement* and after the minimum number of *beneficiaries* required by the *Rules for Participation* as detailed in the call for proposals to which the *project* is related, have acceded to the *grant agreement*.

Beneficiaries hereby agree that the amount of **EUR 225,000 (TWO HUNDRED TWENTY-FIVE THOUSAND EURO)**, corresponding to the *beneficiaries'* contribution to the Guarantee Fund referred to in Article II.20 and representing 5% of the maximum *Community* financial contribution referred to in Article 5.1, is transferred in their name by the *Commission* from the *pre-financing* into the Guarantee Fund. However, *beneficiaries* are deemed to have received the full *pre-financing* referred to in the first indent and will have to justify it in accordance with the *grant agreement*.

Article 7 – Special clauses

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

7.1 Special clause n°10 - THIRD PARTIES LINKED TO A *BENEFICIARY*

1. The following third parties are linked to
 - a) Institut National de Recherche en Informatique et Automatique (INRIA) :
 - Université de Rennes
 - b) Université Joseph Fourier (UJF/Verimag) :
 - Centre National de Recherche Scientifique (CNRS) and Institut National Polytechnique de Grenoble (INPG).

2. This *beneficiary* may charge costs incurred by the above-mentioned third parties in carrying out the *project*, in accordance with the provisions of the *grant agreement*. These contributions shall not be considered as receipts of the *project*.

The third parties shall identify the costs to the *project* mutatis mutandis in accordance with the provisions of part B of Annex II of the *grant agreement*. Each third party shall charge its eligible costs in accordance with the principles established in Articles II.14 and II.15. The *beneficiary* shall provide to the *Commission*:

- an individual financial statement from each third party in the format specified in Form C. These costs shall not be included in the *beneficiary's* Form C
- certificates on the financial statements and/or on the methodology from each third party in accordance with the relevant provisions of this *grant agreement*.
- a summary financial report consolidating the sum of the eligible costs borne by the third parties and the *beneficiary*, as stated in their individual financial statements, shall be appended to the *beneficiary's* Form C.

When submitting reports referred to in Article II.4, the *consortium* shall identify work performed and resources deployed by each third party linking it to the corresponding *beneficiary*.

3. The eligibility of the third parties' costs charged by the *beneficiary* is subject to controls and audits of the third parties, in accordance with Articles II.22 and 23.

4. The *beneficiary* shall retain sole responsibility towards the *Community* and the other *beneficiaries* for the third parties linked to it. The *beneficiary* shall ensure that the third parties abide by the provisions of the *grant agreement*.

7.2 Special clause n°27 - BANK ACCOUNT SPECIFICALLY DEDICATED TO THE PROJECT

The bank account referred to in Article 5.3 shall be dedicated specifically to the *project*.

7.3 Special clause n°31 - CONTRIBUTION TO THE GUARANTEE FUND

Notwithstanding Article 6, the *pre-financing* referred to therein shall be paid to the *coordinator* in accordance with the following:

- a first instalment of the *pre-financing* of **EUR 1,462,500 (ONE MILLION FOUR HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED EURO)** within 45 days following the date of entry into force of this *grant agreement*,
- a second instalment of the *pre-financing* of **EUR 225,000 (TWO HUNDRED TWENTY-FIVE THOUSAND EURO)** to be transferred by the *Commission* in the name of the *beneficiaries* into the Guarantee Fund referred to in Article II.20, once the *Commission* has established the Fund and entrusted its financial management to a depository bank.

Article 8 – Communication

1. Any communication or request concerning the *grant agreement* shall identify the *grant agreement* number, the nature and details of the request or communication and be submitted 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*: Mrs. Viviane Chilton
AVENUE DE VIGNATE
38610 GIERES
France

2. For information or documents to be transferred by electronic means, the following addresses shall be used:

For the *Commission*: INFISO-ICT-214373@EC.EUROPA.EU

For the *coordinator*: viviane.chilton@floralis.fr

3. In case 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, if notification to the *coordinator* has been sent to one of the addresses mentioned in paragraphs 1 and 2 and to their legal representative. Other *beneficiaries* are deemed to have been notified if notification has been sent to the address mentioned in Article 1.1.

4. Any communication or request relating to the processing of personal data (Article II.13) shall be submitted, using the address(es) for the *Commission* identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of *IST Operations* Unit.

Article 9 – Applicable law and competent court

The *Community* financial contribution is a contribution from the *Community* research budget with the aim to implement the 7th Research Framework Programme (FP7) and it is incumbent on the *Commission* to execute FP7. Accordingly, this *grant agreement* shall be governed by the terms of this *grant agreement*, the *Community* acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other *Community* law and, on a subsidiary basis, by the law of Belgium.

Furthermore, the *beneficiary* is aware, and agrees, that the *Commission* may take a decision to impose pecuniary obligations, which shall be enforceable in accordance with Article 256 of the Treaty establishing the European Community and Articles 164 and 192 of the Treaty establishing the European Atomic Energy Community.

Notwithstanding the *Commission's* right to directly adopt the recovery decisions referred to in the previous paragraph, the Court of First Instance, or on appeal, the Court of Justice of the European Communities, shall have sole jurisdiction to hear any dispute between the *Community* and any *beneficiary* concerning the interpretation, application or validity of this *grant agreement* and the validity of the decision mentioned in the second paragraph.

Article 10 – Application of the *grant agreement* provisions

Any provision of this part of the *grant agreement*, shall take precedence over the provisions of any of the Annexes. 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.

The special clauses set out in Article 7 shall take precedence over any other provisions of this *grant agreement*.

Article 11 – Entry into force of the *grant agreement*

This *grant agreement* shall enter into force after its signature by the *coordinator* and the *Commission*, on the day of the last signature.

Done in two originals in **English**.

For the coordinator done at:

Name of the legal entity: *UJF - FILIALE*

Name of legal representative: *Eric Larray*

Stamp of the organisation (if applicable):

UJF - FILIALE
SAS au capital de 1,5 M €
2, av. de Vignate
38610 GIÈRES
Tél. 04 56 52 03 03
SIRET 452 135 452 00012 - APE 742 C

Signature of legal representative:



Date: *10/12/07*

For the Commission done at Brussels:

Authorized Representative
R. ZOBEL

Name of legal representative:

Signature of legal representative:



Date:

14 DEC. 2007