

**SEVENTH FRAMEWORK PROGRAMME OF THE  
EUROPEAN UNION**

RESEARCH EXECUTIVE AGENCY

SP1-Cooperation

Collaborative project

Small or medium-scale focused research project

FP7-SEC-2011-1

**Grant Agreement Number 284845**

**REWARD**

Real Time Wide Area Radiation Surveillance System

FP7-SEC-2011-284845

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 284845

PROJECT TITLE REWARD

Collaborative project

Small or medium-scale focused research project

The **Research Executive Agency** (the "*REA*"), acting under powers delegated by the European Commission (the "*Commission*")

of the **one part**.

**and** AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS, established in CALLE SERRANO 117, MADRID, 28006, Spain represented by Rafael Rodrigo, President and/or José Juan Sánchez-Serrano, Vice-president or their authorised representative, the *beneficiary* acting as "*coordinator*" of the *consortium* (the "*coordinator*"), ("*beneficiary no. 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 - Description of Work

Annex II - General conditions

Annex III - Non applicable

Annex IV - Form A - Accession of *beneficiaries* to the *grant agreement*

Annex V - Form B - Request for accession of a new *beneficiary* to the *grant agreement*

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*.

• **SENSING & CONTROL SYSTEMS SL**, established in AVENIDA PAISOS CATALANS 71 BAIXOS, IGUALADA, 08700, Spain represented by Narcis Avellana, Director and/or Alberto Fernández, Technical Director or their authorised representative ("*beneficiary no. 2*").

• **INSTITUTO TECNOLOGICO E NUCLEAR**, established in Estrada Nacional 10, SACAVEM, 2686-953, Portugal represented by Júlio Montalvão e Silva, President, Directive Board of ITN and/or Manuel Leite de Almeida, Vice-President, Directive Board of ITN or their authorised representative ("*beneficiary no. 3*").

- **ALBERT-LUDWIGS-UNIVERSITAET FREIBURG**, established in FAHNENBERGPLATZ, FREIBURG, 79085, Germany represented by Klaus-Dieter Düformantel, Head of EU-Office and/or Simone Schwer, Head of Third Party Funding Office or their authorised representative ("*beneficiary no. 4*").
- **Vitrociset spa**, established in via salaria 1027, Rome, 00138, Italy represented by Antonio Bontempi, CEO or his authorised representative ("*beneficiary no. 5*").
- **X-RAY IMAGING EUROPE GMBH**, established in STEFAN MEIER STRASSE 21, FREIBURG, 79104, Germany represented by Alex Fauler, CEO and/or Michael Fiederle, Scientist or their authorised representative ("*beneficiary no. 6*").
- **EDISOFT-EMPRESA DE SERVICOS E DESENVOLVIMENTO DE SOFTWARE SA**, established in RUA QUINTA DOS MEDRONHEIROS - LAZARIM, MONTE DE CAPARICA, 2826 801, Portugal represented by António Catarino Rodrigues de Sousa, Director or his authorised representative ("*beneficiary no. 7*").
- **REGIONE CAMPANIA**, established in VIA S. LUCIA 81, NAPOLI, 80132, Italy represented by Gabriella De Micco, Director or her authorised representative ("*beneficiary no. 8*").

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

2. The *coordinator* shall send to the *REA* 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 *REA* is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the *REA*, 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 European Union ("*the Union*"), has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *Real Time Wide Area Radiation Surveillance System (REWARD)* (the "*project*") within the framework of the *SPI-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 36 months from the first day of the month after the entry into force of the *grant agreement* (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 18
- P2: from month 19 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 financial contribution of the Union**

1. The maximum financial contribution of *the Union* to the *project* shall be EUR 3,020.795.00 (*three million twenty thousand seven hundred and ninety five EURO*). The actual financial contribution of *the Union* shall be calculated in accordance with the provisions of this *grant agreement*.

2. Details of the financial contribution of *the Union* are contained in Annex I to this *grant agreement* which includes:

- a table of the estimated breakdown of budget and financial contribution of *the Union* 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 financial contribution of *the Union* shall be made is:

Name of account holder: TESORO PUBLICO APORTACIONES DE LA UE

Name of bank: BANCO DE ESPAÑA

Account reference: ES4490000001200253107033

#### **Article 6 - Pre-financing**

A *pre-financing* of EUR 1,812,477.00 (*one million eight hundred and twelve thousand four hundred and seventy seven 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 151.039.75 (*one hundred and fifty one thousand thirty nine EURO and seventy five cents*), corresponding to the *beneficiaries'* contribution to the Guarantee Fund referred to in Article II.20 and representing 5% of the maximum financial contribution of *the Union* referred to in Article 5.1, is transferred in their name by the *REA* 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*:

##### Special clause 5

1. A *project* review shall be held at a mid-term stage and/or at the end of the project.

2. At least two months before the date of the review the *REA* shall communicate to the *consortium* in accordance with Article 8, the modalities of the *project* review, including, where appropriate, any meeting it may propose to convene and that it may request the *consortium* to organise. Each *beneficiary* is requested by the *REA* to attend such meeting in accordance with Article II.3.h.

Costs incurred by the *consortium* in relation to the *project* review shall be eligible under the activity referred to in Article II.16.5.

3. The *project* review shall be made on the basis of the satisfactory completion of due deliverables, milestones listed in Annex I as well as on the progress reported in the periodic report for the period considered.

#### Special clause 24

Any *foreground*, generated in the course of the project shall not be disseminated to any legal entity outside the existing *consortium*, unless agreed otherwise by the *beneficiaries* and the *REA*.

This rule also applies to affiliates or parent companies.

#### 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 *REA*:                Research Executive Agency  
                                 Security Research  
                                 COV 2, B-1049 Brussels, Belgium

For the *coordinator*: Mr. Eusebio Jiménez Arroyo  
                                 AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES  
                                 CIENTIFICAS  
                                 Secretaria General  
                                 Serrano 117  
                                 Madrid E28006  
                                 SPAIN

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

For the *REA*: REA-SECURITY-PROJECTS@ec.europa.eu

For the *coordinator*: Manuel.Lozano@csic.es

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 *REA* identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of Unit of Security Research.

## **Article 9 - Applicable law and competent court**

The financial contribution of *the Union* is a contribution from *the Union* research budget with the aim to implement the 7th Research Framework Programme (FP7) and it is incumbent on the Commission and the *REA* to execute FP7. Accordingly, this *grant agreement* shall be governed by the terms of this *grant agreement*, the European Community and European Union acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other European Community and European Union 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 299 of the Treaty on the Functioning of the European Union.

Notwithstanding the *Commission's* right to directly adopt the recovery 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 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 *REA*, on the day of the last signature.

Done in two originals in English.

For the *coordinator* done at MADRID

For the *REA* done at Brussels

**Rafael Rodrigo  
President**

.....  
Name of the legal entity

.....  
Name of the legal representative

.....  
Stamp of the organisation (if applicable)

.....  
Signature of legal representative

.....  
Date

.....  
Name of the legal representative

.....  
Signature of legal representative

.....  
Date



*Rafael Rodrigo*

26 OCT 2011

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