

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

eContentplus Programme

Best Practice Network

Plan4all

European Network of Best Practices for Interoperability of Spatial Planning Information

Grant agreement Number ECP-2008-GEO-318007

GRANT AGREEMENT No ECP-2008-GEO-318007

The European Community (“the Community”), represented by the Commission of the European Communities (“the Commission”), itself represented for the signature of this agreement by Mr Fabio Colasanti, Director-General for Information Society and Media, or his duly authorised representative,

of the one part

and

- ZAPADOČESKA UNIVERZITA V PLZNI (UWB), established in CZECH REPUBLIC - UNIVERZITNI 8, 30614 PILSEN, represented by its legal/statutory representative, Mr Josef PRUSA, Rector, or his authorized representative[s],

(the “*coordinator*”) and the other *beneficiaries* identified in Article 1.2 below,

of the other part,

HAVE AGREED to a project called “*European Network of Best Practices for Interoperability of Spatial Planning Information*” to be carried out in the framework of the *eContentplus Programme*.

Article 1 – Scope

1. The *consortium*¹ shall carry out the work set out in Annex I to this agreement (“*the project*”) in accordance with the conditions set out in this agreement.

Subject to cases of *force majeure*, the *beneficiaries* shall use reasonable endeavours to achieve the results aimed at by *the project* and shall carry it out jointly and severally vis-à-vis the Community.

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

- *INTERNATIONALE VERENIGING VAN STEDEBOUWKUNDIGEN (ISOCARP)*, established in *THE NETHERLANDS - LAAN VAN MEERDERVOORT 70, 2517 AN DEN HAAG*, represented by its legal/statutory representative, *Mr Pablo VAGGIONE, Secretary-General*, or his authorized representative[s],
- *STATUTARNI MESTO OLOMOUC (OLOMOUC)*, established in *CZECH REPUBLIC - HORNÍ NÁMĚSTÍ, 77911 OLOMOUC*, represented by its legal/statutory representative, *Mr Martin NOVOTNÝ, Mayor*, or his authorized representative[s],
- *TEHNOLOGIJU ATTISTIBAS FORUMS (TDF)*, established in *REPUBLIC OF LATVIA - RAINA BULVARIS 29, 1459 RIGA*, represented by its legal/statutory representative, *Mr Maris ALBERTS, Chairman of the Board*, or his authorized representative[s],
- *HELP SERVICE REMOTE SENSING S.R.O. (HSRS)*, established in *CZECH REPUBLIC - CERNOLESKA 1600, 256 01 BENESOV U PRAHY*, represented by

¹ The terms in italics are used in accordance with the definitions given in Article 1 of Annex II to this agreement.

its legal/statutory representative, *Mr Stanislav HOLY, Legal representative*, or his authorized representative[s],

- *FREIE UND HANSESTADT HAMBURG (LGV Hamburg)*, established in *GERMANY - RATHAUSMARKT 1, 20095 HAMBURG*, represented by its legal/statutory representative, *Mr Winfried HAWERK, Chief Executive Officer*, or his authorized representative[s],
- *STICHTING EUROGI (EUROGI)*, established in *PORTUGAL - RUA DE ARTILHARIA UM 107, 1099 052 LISBOA*, represented by its legal/statutory representative, *Mr Mauro SALVEMINI, President*, or his authorized representative[s],
- *BAUSKAS RAJONA PADOME (Bauska DC)*, established in *REPUBLIC OF LATVIA - UZVARAS IEĻA 1, 3900 BAUSKA*, represented by its legal/statutory representative, *Mr Aivars OKMANIS, Council Chairman*, or his authorized representative[s],
- *Provincia di Roma (PROVROMA)*, established in *ITALY - VIA IV NOVEMBRE 119/A, 00187 ROMA*, represented by its legal/statutory representative, *Mr Maurizio VENAFRO, Chief of the Cabinet Office*, or his authorized representative[s],
- *FONDAZZJONI TEMI ZAMMIT (FTZ)*, established in *MALTA - IR RAZZETT TAL HURSAN, UNIVERSITY OF MALTA, MSD 2080 MSIDA*, represented by its legal/statutory representative, *Mr Jesmond XUEREB, Secretary General*, or his authorized representative[s],
- *GEORAMA ASTIKI ETAIRIA (GEORAMA)*, established in *GREECE - AL YPSILANTOY 198A, 26225 PATRA*, represented by its legal/statutory representative, *Mr Loukas GEORGIU, President*, or his authorized representative[s],
- *NAVARRA DE SUELO RESIDENCIAL SA (NASURSA)*, established in *SPAIN - LEYRE 20 BAJO IZDA, 31002 PAMPLONA*, represented by its legal/statutory representative, *Ms Idoia MADARIAGA LOPEZ, General Manageress*, or her authorized representative[s],
- *HYPERBOREA SRL (HYPER)*, established in *ITALY - VIA GIUNTINI 25/6, 56023 CASCINA*, represented by its legal/statutory representative, *Mr Luca PIERACCINI, Managing Director*, or his authorized representative[s],
- *AYUNTAMIENTO DE GIJON (GIJON)*, established in *SPAIN - PLAZA MAYOR 1, 33201 GIJON*, represented by its legal/statutory representative, *Ms Paz FERNANDEZ FELGUEROSO, Mayoress of the City of Gijon*, or her authorized representative[s],
- *THE NATIONAL MICROELECTRONICS APPLICATIONS CENTRE LTD (MAC)*, established in *IRELAND - SUPARULE HOUSE, LONSDALE ROAD NATIONAL TECHNOLOGY PARK, LIMERICK*, represented by its legal/statutory representative, *Mr John J O'FLAHERTY, Technical Director*, or his authorized representative[s],
- *CEIT ALANOVA GEMEINNUETZIGE GMBH (CEIT ALANOVA)*, established in *AUSTRIA - AM CONCORDE PARK 2, 2320 SCHWECHAT*, represented by its legal/statutory representative, *Mr Manfred SCHRENK, Managing Director*, or his authorized representative[s],

- *ASPLAN VIAK INTERNET AS (AVINET)*, established in *NORWAY - FOSSHAUGANE CAMPUS U2, 6863 SOGNDAL*, represented by its legal/statutory representative, *Mr Per Roald ANDERSEN, Managing Director*, or his authorized representative[s],
 - *UNIVERSITA DEGLI STUDI ROMA TRE (DIPSU)*, established in *ITALY - VIA OSTIENSE 161, 00154 ROMA*, represented by its legal/statutory representative, *Mr Giorgio PICCINATO, Director*, or his authorized representative[s],
 - *EURO PERSPECTIVES FOUNDATION (EPF)*, established in *BULGARIA – 124G TZAR BORIS 3rd BLVD, ENTR A FL 2 APT 8, 1612 SOFIA* represented by its legal/statutory representative, *Ms Veleslava ABADZHIEVA, Chair of the management board*, or her authorized representative[s],
 - *AGENTIA DE DEZVOLTARE REGIONALANORD VEST (ADR Nord-Vest)*, established in *ROMANIA - SEXTIL PUSCARIU 2, 400111 CLUJ NAPOCA*, represented by its legal/statutory representative, *Mr Claudiu N COSIER, General Director*, or his authorized representative[s],
 - *REGIONE LAZIO (Lazio)*, established in *ITALY - VIA ROSA RAIMONDI GARIBALDI 7, 00145 ROMA*, represented by its legal/statutory representative, *Mr Daniele Cesare IACOVONE, Regional Director*, or his authorized representative[s],
 - *HELP FOREST S. R. O. (HF)*, established in *CZECH REPUBLIC - SLOVANSKA 21, 787 01 SUMPERK*, represented by its legal/statutory representative, *Mr Petr HORAK, Director*, or his authorized representative[s],
 - *AUTOMATED MAPPING/FACILITIES MANAGEMENT/GEOGRAPHIC INFORMATION SYSTEMS ITALIA (AMFM)*, established in *ITALY - VIA UGO OJETTI 427, 00137 ROMA*, represented by its legal/statutory representative, *Mr Mauro SALVEMINI, President*, or his authorized representative[s],
 - *MINISTERE DE L'ECOLOGIE, DE L'ENERGIE, DU DEVELOPPEMENT DURABLE ET DE L'AMENAGEMENT DU TERRITOIRE (MEEDDAT)*, established in *FRANCE – GRANDE ARCHE PAROI SUD, 92055 LA DEFENSE CEDEX*, represented by its legal/statutory representative, *Mr Daniel BOULNOIS, Adjoint au Directeur Général de l'Aménagement du Logement et de la Nature*, 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 30 months from 01 May 2009.

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 3,300,000 (three million three hundred thousand 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: KOMERCNI BANKA A.S.

Address of branch: 33, NA PRIKOPE
PRAGUE
CZECH REPUBLIC

Exact designation of account holder: ZAPADOCESKA UNIVERZITA V
PLZNI - PLAN4ALL

Full account number including codes: CZ6001000000434585000257

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 2,639,999 (two million six hundred thirty-nine thousand nine hundred ninety-nine EURO) of the estimated Community financial contribution indicated in Article 5.2, payable in 3 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. Eligible costs shall be limited to direct costs as defined in Article II.13 and II.14, necessary for achieving the specific objectives of the project. The Community financial contribution shall be up to 80% of eligible costs.
2.
 1. In accordance with Article II.3.2(c) of this grant agreement, an audit certificate of the financial statements and underlying accounts must be delivered together with the final financial statement by any beneficiary whose total amount of requests for payment is at least EUR 325 000 where the maximum total Community contribution for the project is equivalent to or higher than EUR 750 000. This audit certificate shall cover all financial statements. 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. Article 6.3(a) is replaced by the following:
pre-financing
pre-financing of EUR 2,639,999 (two million six hundred thirty-nine thousand nine hundred ninety-nine EURO) payable in 3 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.

These instalments are as follows:

Initial instalment: 1,055,998 EUR (one million fifty-five thousand nine hundred ninety-eight euro)

2nd instalment: 1,055,998 EUR (one million fifty-five thousand nine hundred ninety-eight euro)

3rd instalment: 528,003 EUR (five hundred twenty-eight thousand three euro)

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.

4. The Commission may decide to recover any pre-financing paid and not to pay the outstanding balance in case of failure to submit, within 45 days of the end of the project:
 - the payment request and final financial statement,
 - the final report(s) or other project deliverable(s)subject to one month's written notice of non-receipt of the respective document(s).

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*: **ZAPADOCESKA UNIVERZITA V PLZNI**

Name of legally authorised representative: Josef Prusa

Function of legally authorised representative: Rector

Signature of legally authorised representative:

Stamp of the organisation:



The Commission of the European Communities

Name of legally authorised representative: Horst Forster

Function of legally authorised representative: Director
Authorised representative of
Fabio Colasanti
Director General

Signature of legally authorised representative:

On behalf of Mr. Forster, absent

Date: 16 -06- 2009

Roberto CENCIONI
Head of Unit
DG INFSO E1