

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

Information and Communication Technologies

Collaborative Project

PRODI

Power plants Robustification based On fault Detection and Isolation algorithms

Grant Agreement Number 224233

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 224233

Power plants Robustification based On fault Detection and Isolation algorithms

Collaborative Project

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

of the **one part**,

and **ELEKTROTEHNICKI FAKULTET UNIVERZITET U BEOGRADU**, established in BULEVAR KRALJA ALEKSANDRA 73, 11020 BEOGRAD - SERBIA, represented by Mr Miodrag POPOVIC, Dean of the faculty and/or Ms Jelica PROTIC, Vice-dean , 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	- Description of Work
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*.

- **UNIVERSITA DEGLI STUDI DI CAGLIARI** established in VIA UNIVERSITA 40, 09123 CAGLIARI - ITALY, represented by Mr Fabrizio PILO, Head of the Department and/or Mr Giorgio GIACINTO, Deputy Head of the Department, or their authorised representative ("*beneficiary n° 2*"),

- **UNIVERZITET U NOVOM SADU FAKULTET TEHNICKIH NAUKA** established in TRG DOSITEJA OBRADOVICA 6, 21000 NOVI SAD - SERBIA, represented by Mr Ilija COSIC, Dean and/or Mr Slobodan PETROVIC, Faculty Manager, or their authorised representative ("*beneficiary n° 3*"),

- **UNIVERSIDAD POLITECNICA DE VALENCIA** established in CAMINO DE VERA S/N, 46022 VALENCIA - SPAIN, represented by Mr Juan JULIA IGUAL , Rector and/or Mr Francisco Jose MORA MAS , Vice-rector for Financial Planning and Co-ordination , or their authorised representative ("*beneficiary n° 4*"),

- **BOSIO PROIZVODNO-TRGOVSKO PODJETJE D.O.O.** established in OBRTNISKA CESTA 3, 3220 STORE - REPUBLIC OF SLOVENIA, represented by Mr Hugo BOSIO, Director and/or Mr Jernej MELE, Researcher, or their authorised representative ("*beneficiary n° 5*"),

- **VICTORIAOIL AD** established in BRANKA ERICA 2, 22240 SID - SERBIA, represented by Mr Nikola VUJACIC , General Manager and/or Ms Marija BOSNIC, Personal secretary of General Manager, or their authorised representative ("*beneficiary n° 6*"),

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 "**Power plants Robustification based On fault Detection and Isolation algorithms (PRODI)**" (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 **36 months from 01 April 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**
- **Final:** from month **25** 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 1,600,000 (ONE MILLION SIX 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: FACULTY OF ELECTRICAL ENGINEERING BELGRAD
 Name of bank: NARODNA BANKA SRBIJE (NATIONAL BANK OF SERBIA-NBS)
 Account reference: RS35908504101000027410

Article 6 – Pre-financing

A *pre-financing* of **EUR 850,000 (EIGHT HUNDRED FIFTY THOUSAND 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 80,000 (EIGHTY 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 clause applies to this *grant agreement*:

7.1 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*.

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*: Prof. Predrag Stefanov
STUDENTSKI TRG 1
11000 BEOGRAD
Serbia

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

For the *Commission*: INFISO-ICT-224233@EC.EUROPA.EU

For the *coordinator*: stefanov@etf.bg.ac.yu

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**.

16 JUN 2008

PRODI

224233

A/524249

For the *coordinator* done at:

Name of the legal entity: ELEKTROTEHNIČKI FAKULTET
UNIVERZITET U BEOGRADU

Name of legal representative:

Stamp of the organisation (if applicable):



Signature of legal representative:

[Handwritten signature]

Date:

12/06/08

For the *Commission* done at Brussels:

Name of legal representative:

Signature of legal representative:

Authorized Representative
Thierry Van der Pyl

[Handwritten signature]

18 JUN 2008

Date: