

EUROPEAN COMMISSION

DIRECTORATE-GENERAL FOR RESEARCH & INNOVATION

SP1-Cooperation

Collaborative project

Collaborative project (generic)

FP7-ENV-2013-WATER-INNO-DEMO

Grant Agreement Number 619039

DESSIN

**Demonstrate Ecosystem Services Enabling Innovation in the Water
Sector**

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 619039

PROJECT TITLE DESSIN

Collaborative project

Collaborative project (generic)

The **European Union** ("*the Union*"), represented by the **European Commission** (the "*Commission*"),
of the **one part**,

and **IWW RHEINISCH-WESTFALISCHES INSTITUT FUER WASSER BERATUNGS-UND ENTWICKLUNGSGESELLSCHAFT MBH**, established in MORITZSTRASSE 26, MULHEIM AN DER RUHR, 45476, Germany represented by Klaus-Dieter Neumann, Chief Financial Officer and/or Wolf Merkel, Chief Technical Officer 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*.

- **AMPHOS 21 CONSULTING SL**, established in Passeig de Garcia Faria 49-51, BARCELONA, 08019, Spain represented by Lara Duro, Managing Director and/or Jordi Bruno, CEO or their authorised representative ("*beneficiary no. 2*"),

- **ADELPHI RESEARCH GGMBH**, established in Caspar Theyss Strasse 14A, BERLIN, 14193, Germany represented by Mikael Henzler, Managing Director and/or Walter Kahlenborn, Managing Director or their authorised representative ("*beneficiary no. 3*"),

- **TECHNISCH BUREAU W.M. BRUINE DE BRUIN BV**, established in LEGMEERDIJK 125, AALSMEER, 1432 KA, Netherlands represented by Ardi Schrama, Chief Executive Officer and/or René Holleman, Controller or their authorised representative ("*beneficiary no. 4*"),

- **CHEMITAL TECHNOLOGY P. DIMOPOULOU -P. TAZES & CO OE**, established in ODOS SPYROU VRETTOU 23, ACHARNES ATHENS, 13671, Greece represented by PANAGIOTA DIMOPOULOU, SALES MANAGER and/or POLINIKIS TAZES, TECHNICAL MANAGER or their authorised representative ("*beneficiary no. 5*"),
- **ECOLOGIC INSTITUT gemeinnützige GmbH**, established in Pfalzburger Strasse 43-44, BERLIN, 10717, Germany represented by R. Andreas Kraemer, Director or his authorised representative ("*beneficiary no. 6*"),
- **INRIGO WATER AS**, established in VERKSTEDVEGEN - LIV-BYGGET 4, VANVIKAN, 7125, Norway represented by Gaute Moldestad, Managing Director or his authorised representative ("*beneficiary no. 7*"),
- **LEIF KOLNER INGENIORFIRMA AS**, established in DANHOLMEN 19, NOTTEROY, 3128, Norway represented by Petter Holmsen, COB, Sales Manager and/or Per Kølner, CEO, Managing Director or their authorised representative ("*beneficiary no. 8*"),
- **SEGNO INDUSTRIE AUTOMATION GMBH**, established in ADMIRALSTRASSE SEITENEINGANG 54, BREMEN, 28215, Germany represented by Christian Niclas, managing director and/or Harald Wrede, managing director or their authorised representative ("*beneficiary no. 9*"),
- **TELINT RTD Consultancy Services LTD**, established in WESTFERRY CIRCUS 1 2ND FLOOR CANARY WHARF, London, E14 4HD, United Kingdom represented by Efthymia Makri, Director or her authorised representative ("*beneficiary no. 10*"),
- **UFT- UMWELT-UND FLUID-TECHNIK DR H BROMBACH GESELLSCHAFT MBH**, established in STEINSTRASSE 7, BAD MERGENTHEIM, 97980, Germany represented by Gebhard Weiss, CEO and/or Dieter Haeussler, CEO or their authorised representative ("*beneficiary no. 11*"),
- **EMSCHERGENOSSENSCHAFT**, established in KRONPRINZENSTRASSE 24, ESSEN, 45128, Germany represented by Jochen Stemplewski, Chairman of the board of management and/or Emanuel Grün, Member of the board or their authorised representative ("*beneficiary no. 12*"),
- **ETAIREIA YDREYSEOS KAI APOCHETEFSEOS PROTEYOYSIS ANONIMI ETAIREIA**, established in OROPOU - GALATSI 156, ATHINA, 11146, Greece represented by Ioannis Passios, Executive Director of Development and Infrastructure and/or Athanasios Magoulas, Director of Quality or their authorised representative ("*beneficiary no. 13*"),
- **OSLO KOMMUNE**, established in RADHUSET, OSLO, 0037, Norway represented by Per Kristiansen, Director or his authorised representative ("*beneficiary no. 14*"),
- **CETAQUA, CENTRO TECNOLOGICO DEL AGUA, FUNDACIÓN PRIVADA**, established in AVENIDA DIAGONAL 211, BARCELONA, 08018, Spain represented by Tomas Alexander Michel Mayer, General Director and/or Jordi Gomez Gomez, General Secretary or their authorised representative ("*beneficiary no. 15*"),
- **DHI**, established in AGERN ALLE 5, HOERSHOLM, 2970, Denmark represented by Jørn Rasmussen, Director, R&D and/or Jacob Høst Madsen, Managing Director, DHI Solutions or their authorised representative ("*beneficiary no. 16*"),

- **KWR WATER B.V.**, established in GRONINGENHAVEN 7, NIEUWEGEIN, 3433 PE, Netherlands represented by van Vierssen Wim, CEO and/or Boere Jos, or their authorised representative ("*beneficiary no. 17*"),
- **NATIONAL TECHNICAL UNIVERSITY OF ATHENS - NTUA**, established in HEROON POLYTECHNIOU 9, ATHINA, 15780, Greece represented by Ioannis N. Avaritsiotis, Vice Rector and/or Simos E. Simopoulos, Rector or their authorised representative ("*beneficiary no. 18*"),
- **STIFTELSEN SINTEF**, established in STRINDVEIEN 4, TRONDHEIM, 7465, Norway represented by HANNE RØNNEBERG, Executive Vice President and/or Unni Merete Steinsmo, PRESIDENT (CEO) or their authorised representative ("*beneficiary no. 19*"),
- **UNIVERSITAET DUISBURG-ESSEN**, established in UNIVERSITAETSSTRASSE 2, ESSEN, 45141, Germany represented by Wolfgang Sellinat, Budget Director and/or Astrid Hilker, Head of Department Research Affairs/Third Party Funding or their authorised representative ("*beneficiary no. 20*"),

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 Union has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *Demonstrate Ecosystem Services Enabling Innovation in the Water Sector (DESSIN)* (the "*project*") within the framework of the *SP1-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 1st January 2014 (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 month 36
- P3: 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 financial contribution of the Union

1. The maximum financial contribution of *the Union* to the *project* shall be EUR 5,980,942.31 (*five million nine hundred and eighty thousand nine hundred and forty two EURO and thirty one cents*). 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: IWW Rheinisch-Westfälisches Institut fuer Wasser Beratungs- und Entwicklungsgesellschaft mbH

Name of bank: Commerzbank Muelheim an der Ruhr

Account reference: DE30362400450763623601

Article 6 - Pre-financing

A *pre-financing* of EUR 3,187,842.25 (*three million one hundred and eighty seven thousand eight hundred and forty two EURO and twenty five cents*) shall be paid to the *coordinator* within 30 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 299,047.12 (*two hundred and ninety nine thousand forty seven EURO and twelve 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 *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*:

Special clause 10

1. The following third parties are linked to IWW RHEINISCH-WESTFALISCHES INSTITUT FUER WASSER BERATUNGS-UND ENTWICKLUNGSGESELLSCHAFT MBH:

- IWW RHEINISCH WESTFALISCHES INSTITUT FUR WASSERFORSCHUNG GEMEINNUTZIGE GMBH

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 transmit to the *coordinator* using the electronic exchange system set up by 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*.

The beneficiary shall keep the originals of the Forms C and the certificates of the third parties according to Article II.22.3.

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 *Union* 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*.

5. The following third parties are linked to CETAQUA, CENTRO TECNOLÓGICO DEL AGUA, FUNDACIÓN PRIVADA:

- AIGUES DE BARCELONA, EMPRESA METROPOLITANA DE GESTIO DEL CICLE INTEGRAL DE L'AIGUA SA

6. 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 transmit to the *coordinator* using the electronic exchange system set up by 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*.

The beneficiary shall keep the originals of the Forms C and the certificates of the third parties according to Article II.22.3.

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*.

7. 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.

8. The *beneficiary* shall retain sole responsibility towards the *Union* 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*.

Special clause 29

1. The *project* should ensure that protocols and plans for data collection and storage are in line with the Data Policy of the European Union.

2. The European Union Institutions and Bodies shall enjoy access rights to *foreground* for the purpose of developing, implementing and monitoring environmental policies. Such access rights shall be granted by the *beneficiary* concerned on a royalty-free basis.

3. Where *foreground* will no longer be used by the *beneficiary* nor transferred, the *beneficiary* concerned will inform the *Commission*. In such case, the *Commission* may request the transfer of ownership of such *foreground* to the European Union. Such transfer shall be made free of charge and without restrictions on use and dissemination.

Special clause 39

In addition to Article II.30.4, *beneficiaries* shall deposit an electronic copy of the published version or the final manuscript accepted for publication of a scientific publication relating to *foreground* published before or after the final report in an institutional or subject-based repository at the moment of publication.

Beneficiaries are required to make their best efforts to ensure that this electronic copy becomes freely and electronically available to anyone through this repository:

- immediately if the scientific publication is published "open access", i.e. if an electronic version is also available free of charge via the publisher, or
- within 6 months of publication.

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*: European Commission

Directorate-General for Research & Innovation

Unit in charge of Environmental technologies - CDMA 03/010

B-1049 Brussels, Belgium

For the *coordinator*: Dr. David Schwesig

IWW RHEINISCH-WESTFALISCHES INSTITUT FUER WASSER

BERATUNGS-UND ENTWICKLUNGSGESELLSCHAFT MBH

MORITZSTRASSE 26

MULHEIM AN DER RUHR 45476

GERMANY

2. Reports and deliverables shall be transmitted to the *Commission* according to Article II.4.5.

3. For information or documents to be transferred by e-mail, the following addresses shall be used:

For the *Commission*: reports and deliverables: the IT web system accessible via participants' portal;
for financial statements (Forms C): FORCE; scientific reports and any other deliverables: SESAM.
Any other information and documents: RTD-ENVFP7-DELIVERABLES@ec.europa.eu

For the *coordinator*: d.schwesig@iww-online.de

4. 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 3 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.

5. 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 3, to the controller responsible for the processing: Head of Unit of Unit in charge of Environmental technologies - CDMA 03/010.

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 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 of *the Union* and its *Rules of Application* 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 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 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 *Commission*, on the day of the last signature.

Done in two originals in English.

For the *coordinator* done at MULHEIM AN DER RUHR

IWW Rheinisch-Westfälisches Institut für Wasser Beratungs- und Entwicklungs-
.....
gesellschaft mbH

Name of the legal entity

Klaus-Dieter Neumann

.....
Chief Financial Officer

Name of the legal representative

IWW Rheinisch-Westfälisches Institut für Wasser
Beratungs- und Entwicklungsgesellschaft mbH
Moritzstr. 26

.....
45476 Mülheim an der Ruhr

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

.....


Signature of legal representative

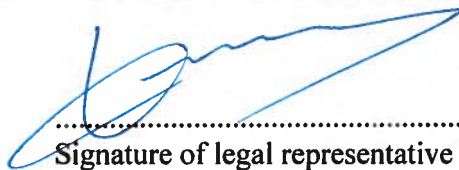
.....
22 November 2013

Date

For the *Commission* done at Brussels

Kurt VANDENBERGHE
DIRECTOR

.....
Name of the legal representative

.....


Signature of legal representative

.....
18/12/2013

Date