



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR ENERGY

DIRECTORATE C: Renewables, Research and Innovation, Energy Efficiency

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No ENER/FP7EN/314632/EU-GUGLE

European cities serving as Green Urban Gate towards
Leadership in sustainable Energy (EU-GUGLE)

Collaborative project

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

and FUNDACION CENER-CIEMAT (CENER), registration number: ... established in AVENIDA CIUDAD DE LA INNOVACION 7, 31621 SARRIGUREN - Spain, represented by ... GENERAL MANAGER and/or ... FINANCIAL MANAGER, or their authorised representative(s), 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.
 - **MAGISTRAT DER STADT WIEN (VIE)**, registration number: ... , established in RATHAUSSTRASSE, 1010 WIEN - Austria, represented by ... , Director, or authorised representative(s) ("beneficiary no. 2") ,
 - **UNIVERSITAET FUER BODENKULTUR WIEN (BOKU)**, established in GREGOR MENDEL STRASSE 33, 1180 WIEN - Austria, represented by ... , Head of Department and/or ... ; Head of Institute, or their authorised representative(s) ("beneficiary no. 3") ,
 - **STADT AACHEN (AA)**, established in MARKT. 52062 AACHEN - Germany, represented by ... Representatives mayor and/or ... , Staffposition climate protection, or their authorised representative(s) ("beneficiary no. 4") ,
 - **STADTWERKE AACHEN AKTIENGESELLSCHAFT (STAA)**, registration number: ... , established in LOMBARDENSTRASSE 12-22, 52070 AACHEN - Germany, represented by ... Managing Director and/or ... , Managing Director, or their authorised representative(s) ("beneficiary no. 5") ,
 - **GEWOGE AG (GEWOGE)**, registration number: ... established in KLEINMARSCHIERSTRASSE 54-58, 52062 AACHEN - Germany, represented by ...

- CEO and/or , CTO, or their authorised representative(s) ("beneficiary no. 6") ,
- **TAMPEREEN KAUPUNKI (TAM)**, registration number: , established in **ALEKSIS KIVEN KATU 14-16, 33100 TAMPERE - Finland**, represented by , Mayor and/or , Director, or their authorised representative(s) ("beneficiary no. 7") ,
 - **TEKNOLOGIAN TUTKIMUSKESKUS VTT (VTT)**, registration number: , established in **TEKNIKANTIE 4 A, 02044 VTT ESPOO - Finland**, represented by , Vice President and/or , Vice President, or their authorised representative(s) ("beneficiary no. 8") ,
 - **HLAVNE MESTO SLOVENSKEJ REPUBLIKY BRATISLAVA (BRA)**, registration number: , established in **PRIMACIALNE NAMESTIE 1, 814 99 BRATISLAVA - Slovakia**, represented by , Chief City Architect and/or , Project manager, or their authorised representative(s) ("beneficiary no. 9") ,
 - **TECHNICKÝ A SKUSOBNÝ USTAV STAVEBNÝ n.o. (TSUS)**, registration number: , established in **STUDENA 3, 821 04 BRATISLAVA - Slovakia**, represented by , Director , or , authorised representative(s) ("beneficiary no. 10") ,
 - **SLOVENSKÁ RADA PRE ZELENÉ BUDOVY (SKGBC)**, registration number: , established in **ULICA VAJNORSKA 8 A, 831 04 BRATISLAVA - Slovakia**, represented by , Member of the Board and/or , Vice-Chairman of the Board of Directors, or their authorised representative(s) ("beneficiary no. 11") ,
 - **COMUNE DI MILANO (MIL)**, registration number: , established in **PIAZZA SCALA 2, 20121 MILANO - Italy**, represented by , Councillor for Public works, or authorised representative(s) ("beneficiary no. 12") ,
 - **AZIENDA LOMBARDA EDILIZIA RESIDENZIALE MILANO (ALER)**, registration number: 1533622CF01349670156, established in **VIALE ROMAGNA 26, 20133 MILANO - Italy**, represented by , PRESIDENT and/or , GENERAL MANAGER, or their authorised representative(s) ("beneficiary no. 13") ,
 - **POLITECNICO DI MILANO (Polimi)**, registration number , established in **PIAZZA LEONARDO DA VINCI 32, 20133 MILANO - Italy**, represented by , Full professor, or , authorised representative(s) ("beneficiary no. 14") ,
 - **SESTAO BERRI 2010 SOCIEDAD ANONIMA (SES)**, registration number. , established in **PLAZA DE LOS TRES CONCEJOS 1, 48910 SESTAO - Spain**, represented by , Director and/or , President, or their authorised representative(s) ("beneficiary no. 15") ,
 - **GÖTEBORGS KOMMUN (GOT)**, registration number , established in **POSTGATAN 4, 411 13 GÖTEBORG - Sweden**, represented by , CEO Angered City District Administration and/or , Head of Development, Angered district administration, or their authorised representative(s) ("beneficiary no. 16") ,
 - **GAZIANTEP BÜYÜKŞEHİR BELEDİYESİ (GMM)**, registration number: , established in **INCİLİPİNAR MAH 3 NOLU CD NO 4, 27090 GAZIANTEP - Turkey**, represented by , DEPUTY OF GENERAL SECRETARY and/or , HEAD OF DEPARTMENT, or their authorised representative(s) ("beneficiary no. 17") ,
 - **Greenovate! Europe (GIE)**, registration number: , established in **RUE D ARLON 63-65, 1040 Brussels - Belgium**, represented by , Managing Director and/or , Managing Director, or their authorised representative(s) ("beneficiary no. 18") ,
 - **IC CONSULENTEN ZIVILTECHNIKER GESMBH (iC)**, registration number: , established in **SCHONBRUNNER STRASSE 297, 1120 WIEN - Austria**, represented by , Managing Director, or , authorised representative(s) ("beneficiary no. 19") ,
 - **ENTE VASCO DE LA ENERGIA (EVE)**, registration number: , established in **Alameda Urquijo Edificio Plaza Bizkaia 36, 1º, 48011 BILBAO - Spain**, represented by , Director - General Manager, or , authorised representative(s) ("beneficiary no. 20") ,

- **- SYNERGIEKomm AGENTUR FÜR NACHHALTIGKEIT UND INNOVATION (SYN)**, established in DOROTHEENSTRASSE 55, 53111 BONN - Germany, represented by _____ Owner / Consultant, or authorised representative(s) ("beneficiary no. 21").

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 *European cities serving as Green Urban Gate towards Leadership in sustainable Energy, (EU-GUGLE)* (the "*project*") within the framework of the EEB.ENERGY.2012.8.8.3 *Demonstration of nearly Zero Energy Building Renovation for cities and districts* 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 60 months from 01/04/2013 (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 month 48,
- Final: from month 49 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 16.785.372,00 (sixteen million seven hundred and eighty-five thousand three hundred and seventy-two 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.
 - a table per *beneficiary* specifying the budget to be reimbursed as a lump sum. *Beneficiaries* are not allowed to transfer *financial contribution of the Union* to the part to be reimbursed as a lump sum. The latter does not apply to *beneficiaries* from International Cooperation partner countries.
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: FUNDACION CENER CIEMAT

Name of bank:

Account reference:

Article 6 - Pre-financing

A pre-financing of **EUR 5.874.880,20 (five million eight hundred and seventy-four thousand eight hundred and eighty EURO and twenty 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 839.268,60 (eight hundred and thirty-nine thousand two hundred and sixty-eight EURO and sixty cents)**, corresponding to the *beneficiaries'* contribution to the Guarantee Fund referred to in Article 11.20 and representing **5,00%** 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*:

10. THIRD PARTIES LINKED TO A BENEFICIARY

1. The following third parties are linked to UNIVERSITAET FUER BODENKULTUR WIEN:
 - ALPS-ZENTRUM FUER NATURGEFAHREN- UNDRISIKOMANAGEMENT GMBH

The following third parties are linked to COMUNE DI MILANO:

- AGENZIA MOBILITA' AMBIENTE E TERRITORIO SRL

The following third parties are linked to POLITECNICO DI MILANO:

- ROCKWOOL ITALIA SPA
- WOLF ARTEC SRL

The following third parties are linked to Greenovate! Europe:

- SP SVERIGES TEKNISKA FORSKNINGINSTITUT AB
- ZABALA INNOVATION CONSULTING, S.A.

2. These *beneficiaries* 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 *beneficiaries* 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 corresponding *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*.

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 *beneficiaries* is subject to controls and audits of the third parties, in accordance with Articles II.22 and 23.
4. The *beneficiaries* shall retain sole responsibility towards the *Union* and the other *beneficiaries* for the third parties linked to it. The *beneficiaries* shall ensure that the third parties abide by the provisions of the *grant agreement*.

39. OPEN ACCESS (SPECIFIC TO THE THEMATIC AREAS "HEALTH", "ENERGY", "ENVIRONMENT (INCLUDING CLIMATE CHANGE)", "INFORMATION AND COMMUNICATION TECHNOLOGIES" (CHALLENGE 2 & 4), AND "SOCIO-ECONOMIC SCIENCES AND THE HUMANITIES", AS WELL AS TO THE ACTIVITIES "RESEARCH INFRASTRUCTURES" (E-INFRASTRUCTURES), AND "SCIENCE IN SOCIETY")

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 ENERGY
CAD DM28 00/110
B-1049 Brussels
Belgium

For the *coordinator*: FUNDACION CENER-CIEMAT

AVENIDA CIUDAD DE LA INNOVACION 7
31621 SARRIGUREN
Spain

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*:

For the *coordinator*:

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 C.2: *New energy technologies, innovation and clean coal*.

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 SARRIGUREN:

Name of the legal entity: FUNDACION CENER-CIEMAT

Name of legal representative(s):

Stamp of the organisation (if applicable):

Signature of legal representative(s):

Date: 18/10/2013

For the *Commission*, done at Brussels:

Name of legal representative: I

Signature of legal representative:

Date: 11/10/2013