

EUROPEAN COMMISSION
COMMUNICATIONS NETWORKS, CONTENT & TECHNOLOGY

Information and Communication Technologies

Collaborative Project

COMBO

COvergence of fixed and Mobile BrOadband access/aggregation networks

Grant Agreement Number 317762

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 317762

Convergence of fixed and Mobile BrOadband access/aggregation networks

Collaborative Project

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

of the **one part**,

and JCP-CONSULT SAS, established in MAIL DE BOURGCHEVREUIL 9, 35510 CESSON - SEVIGNE - FRANCE, represented by Mr Jean-Charles POINT, CEO and/or Ms Michèle WILMET, CFO, 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*.

- **DEUTSCHE TELEKOM AG** established in FRIEDRICH-EBERT-ALLEE 140, 53113 BONN - GERMANY, represented by Mr Heinrich ARNOLD, Senior Vice President and/or Mr Klaus-Juergen BUSS, Vice President, or their authorised representative ("*beneficiary n° 2*"),

- **TELEFONICA INVESTIGACION Y DESARROLLO SA** established in RONDA DE LA COMUNICACION S/N DISTRITO C EDIFICIO OESTE I, 28050 MADRID - SPAIN, represented by Mr Emilio RODRIGUEZ PEREZ, Director, or his authorised representative ("*beneficiary n° 3*"),

- **FRANCE TELECOM SA** established in RUE OLIVIER DE SERRES 78, 75015 PARIS - FRANCE, represented by Mr Nicolas DEMASSIEUX, Vice President Research & Strategy, or his authorised representative ("*beneficiary n° 4*"),

- **ALCATEL-LUCENT ITALIA S.P.A.** established in PIAZZALE BIANCAMANO 8, 20124 MILANO - ITALY, represented by Mr Gianluca BAINI, Amministratore Delegato and/or Ms

Francesca MANILI PESSINA, Alcatel Lucent Italia HR, or their authorised representative ("*beneficiary n° 5*"),

- **Institut Mines-Telecom** established in RUE BARRAULT 46, 75634 PARIS - FRANCE, represented by Mr Jean-Claude JEANNERET, Chief Executive Officer and/or Ms Jocelyne SOUSSAN-COANTIC, Directrice de la Stratégie et des Affaires Financières, or their authorised representative ("*beneficiary n° 6*"),

- **ERICSSON AB** established in TORSHAMNSGATAN 23, 164 80 STOCKHOLM - SWEDEN, represented by Mr Jan FÄRJH, VP, Head of Ericsson Research and/or Mr Mats WESTIN, Head of Financial Control, or their authorised representative ("*beneficiary n° 7*"),

- **ADVA OPTICAL NETWORKING LIMITED** established in TRIBUNE WAY CLIFTON MOOR, YO30 4RY YORK - UNITED KINGDOM, represented by Mr Jörg-Peter ELBERS, Vice president Advances Technologies and/or Mr Christoph GLINGENER, Chief Technology Officer, or their authorised representative ("*beneficiary n° 8*"),

- **LUNDS UNIVERSITET** established in Paradisgatan 5c, 22100 LUND - SWEDEN, represented by Mr Per Göran NILSSON, Head of Faculty Office and/or Ms Sonja MEIBY, Personnel director, or their authorised representative ("*beneficiary n° 9*"),

- **CENTRE TECNOLOGIC DE TELECOMUNICACIONS DE CATALUNYA** established in PARC MEDITERRANI DE TECNOLOGIA, AVINGUDA DEL CANAL OLIMPIC, 08860 CASTELLDEFELS - SPAIN, represented by Mr MIGUEL ANGEL LAGUNAS, DIRECTOR and/or Mr SIMÓ ALIANA, GENERAL ADMINISTRATOR, or their authorised representative ("*beneficiary n° 10*"),

- **DOCOMO COMMUNICATIONS LABORATORIES EUROPE GMBH** established in LANDSBERGERSTRASSE 312, 80687 MUENCHEN - GERMANY, represented by Mr Hendrik BERNDT, Chief Science Officer and/or Mr Kazuyuki KOZU, Manager, or their authorised representative ("*beneficiary n° 11*"),

- **POLITECNICO DI MILANO** established in PIAZZA LEONARDO DA VINCI 32, 20133 MILANO - ITALY, represented by Mr Gianantonio MAGNANI, Head of Department, or his authorised representative ("*beneficiary n° 12*"),

- **BUDAPESTI MUSZAKI ES GAZDASAGTUDOMANYI EGYETEM** established in MUEGYETEM RAKPART 3, 1111 BUDAPEST - HUNGARY, represented by Mr Gábor PÉCELI, Rector and/or Mr László DVORSZKI, director, or their authorised representative ("*beneficiary n° 13*"),

- **AITIA INTERNATIONAL INFORMATIKAI ZARTKORUEN MUKODO RT** established in CZETZ JANOS UTCA 48-50, 1039 BUDAPEST - HUNGARY, represented by Mr Peter TATAI, Chief Executive Officer, or his authorised representative ("*beneficiary n° 14*"),

- **TELNET REDES INTELIGENTES SA** established in CALLE BUENOS AIRES 18, 50196 LA MUELA - SPAIN, represented by Ms Carolina VILLARIG, General Director and/or Mr Javier CORTÉS, CTO, or their authorised representative ("*beneficiary n° 15*"),

- **ADVA AG OPTICAL NETWORKING** established in MAERZENQUELLE 1-3, 98617 MEININGEN - GERMANY, represented by Mr Jörg-Peter ELBERS, Vice President Advanced Technologies and/or Mr Christoph GLINGENER, Chief Technology Officer, or their authorised representative ("*beneficiary n° 16*"),

- **FON Wireless Ltd** established in Clifford Street 8, W1S 2LQ London - UNITED KINGDOM, represented by Mr JUAN PABLO DAMA, FINANCE DIRECTOR, or his authorised representative ("*beneficiary n° 17*"),

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 "**CONvergence of fixed and Mobile BrOadband access/aggregation networks (COMBO)**" (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 January 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 **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 financial contribution of the Union

1. The maximum financial contribution of the *Union* to the *project* shall be **EUR 7,449,000 (SEVEN MILLION FOUR HUNDRED FORTY-NINE THOUSAND 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.
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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: COMBO UNDER JCP CONSULT SAS
Name of bank: CREDIT MUTUEL ARKEA
Account reference: FR7615589351010405829174308

Article 6 – *Pre-financing*

A *pre-financing* of **EUR 3,972,800 (THREE MILLION NINE HUNDRED SEVENTY-TWO THOUSAND EIGHT HUNDRED 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 372,450 (THREE HUNDRED SEVENTY-TWO THOUSAND FOUR HUNDRED FIFTY EURO)**, 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*:

7.1 Special clause n°6 - LATE PAYMENT OF THE *PRE-FINANCING*

Notwithstanding the provisions of Article 6, the *pre-financing* shall be paid not earlier than 45 days before the *start date* of the *project*.

7.2 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*: European Commission
Communications Networks, Content and Technology

B-1049 Brussels
Belgium

For the *coordinator*: Mrs. Michèle Wilmet
MAIL DE BOURGCHEVREUIL 9
35510 CESSON -SEVIGNE
France

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

For the *Commission*: CNECT-ICT-317762@EC.EUROPA.EU

For the *coordinator*: michele.wilmet@jcp-consult.com

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 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 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 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:

Name of the legal entity:

Name of legal representative:

Stamp of the organisation (if applicable):

Signature of legal representative:

Date:

For the *Commission* done at Brussels:

Name of legal representative:

Signature of legal representative:

Date: