

COMMISSION OF THE EUROPEAN COMMUNITIES
INFORMATION SOCIETY DIRECTORATE-GENERAL

Integrating and strengthening the ERA

Specific Targeted Research Project

eu-DOMAIN

**enabling users for - Distance-working and Organizational Mobility using
Ambient Intelligence service Networks**

Contract Number 004420

CONTRACT No 004420

Specific Targeted Research Project

The **European Community** (the "*Community*"), represented by the **Commission of the European Communities** (the "*Commission*"), itself represented for the signature of this *contract* by Fabio Colasanti, Director General for Information Society Directorate-General or his duly authorised representative,

of the **one part**,

and C INTERNATIONAL LIMITED, established in THE MANOR, HASELEY BUSINESS CENTRE , WARWICK, CV35 7LS, United Kingdom, represented by JUSTIN MEADOWS, MANAGING DIRECTOR, and/or SUE HUBBARD, EUROPEAN BUSINESS MANAGER, or her/his/their authorised representative the *contractor* acting as *coordinator* of the *consortium*, (the "*coordinator*") and the other *contractors* identified in Article 1.2 below,

of the **other part**

HAVE AGREED to the following terms and conditions established in this contract and its annexes (the "*contract*").

Article 1 - Scope

1. The *Community* agrees to grant a financial contribution for the implementation of a *project* called *enabling users for - Distance-working and Organizational Mobility using Ambient Intelligence service Networks (eu-DOMAIN)* within the framework of the specific research and technological development programme "Integrating and strengthening the ERA" (the "*specific programme*").

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

- **Innova S.p.A.**, established in Via della Scrofa, 117, Roma, 00186, Italy represented by Aleardo Furlani, Managing Director, and/or Antonella Vulcano, Executive Director, or her/his/their authorised representative ("*contractor*")
- **In-JeT ApS**, established in Jeppe Aakjærvej 15 , Birkerød, 3460, Denmark represented by Jesper Thestrup, Managing Director, or his authorised representative ("*contractor*")
- **AARHUS UNIVERSITET**, established in NORDRE RINGGADE 1 , AARHUS, 8000, Denmark represented by Kirsten Skjødt, Financial Director, and/or - , -, or her/his/their authorised representative ("*contractor*")
- **FOUNDATION FOR RESEARCH AND TECHNOLOGY - HELLAS**, established in Science and TEchnology Park of Crete, Vassilika Vouton , Heraklion, Crete, Crete, 1527, GR 71110, Greece represented by Stelios Orphanoudakis, Chairman of BOD, or his authorised representative ("*contractor*")
- **CNET SVENSKA AB**, established in SVÄRDVÄGEN 3B , DANDERYD, 182 33, Sweden represented by Peter Rosengren, CEO, and/or Ulf Wingstedt, Financial Manager, or her/his/their authorised representative ("*contractor*")
- **T-CONNECT S.R.L.**, established in Padriciano, 99 , Trieste, 34012, Italy represented by Beatrice Pregarz, General Manager, or her authorised representative ("*contractor*")
- **SOFTWARE AG BELGIUM SA**, established in PLEJADENLAAN 11, BRUSSELS, 1200, Belgium represented by Thomas Zanzinger, Country Manager, or his authorised representative ("*contractor*")

- **TELEFONICA INVESTIGACION Y DESARROLLO SA UNIPERSONAL**, established in CALLE EMILIO VARGAS 6 , MADRID, ES28043, Spain represented by Diego Ruiz Quejido, General Director, or his authorised representative ("*contractor*")
- **GRUNDFOS MANAGEMENT A/S**, established in Poul Due Jensens Vej 7 , Bjerringbro, 8850, Denmark represented by Svend Aage Kaae, Technical Manager, or his authorised representative ("*contractor*")
- **EASTERN BIRMINGHAM NHS PRIMARY CARE TRUST**, established in Suite 20, Waterlinks House, Richard Street, Aston , Birmingham, B7 4AA, United Kingdom represented by Sophia Christe, Chief Executive, and/or Christopher Tidman, Acting Director of Finance, or her/his/their authorised representative ("*contractor*")

(hereinafter referred to as the "*contractors* ").

3. The *consortium* shall carry out the work set out in Annex I to this *contract* (the "*project*") up to the milestone specified in Annex I in accordance with the conditions set out in this *contract*.
4. The *contractors* are deemed to have concluded a *consortium agreement* regarding the internal operation and management of the *consortium*. The *consortium agreement* shall include all aspects necessary for the management of the *consortium* and the implementation of the *project* as well as any necessary intellectual property provisions.

Article 2 - Constitution of the *consortium*

1. The *coordinator* shall ensure that the legal entities identified in Article 1.2 complete the formalities for them to accede to the *contract*. At the latest 30 calendar days after the entry into force of the *contract*, the *coordinator* shall send to the *Commission* one of the three duly completed and signed originals of Form A (set out in Annex IV), which shall be obtained from each of the *contractors* identified in Article 1.2. The two remaining signed originals shall be kept by the *coordinator* and the *contractor* concerned and be made available for consultation at the request of any other *contractor*.
2. Should any legal entity identified in Article 1.2 fail or refuse to accede to the *contract* within the deadline established in the previous paragraph, the *Commission* is no longer bound by its offer to contract with the said legal entity(ies). The *Commission* may terminate the *contract* in accordance with Article II.15.5, where any legal entity identified in Article 1.2 does not accede to the *contract* in accordance with the provisions established by the *Commission*.
3. However, the *consortium* may propose appropriate solutions to the *Commission* to ensure the implementation of the *project* including, where necessary, the accession to the *contract* of legal entities other than those identified in Article 1.2 in accordance with the provisions in Article 3.
4. In the case of termination, no costs incurred by the *consortium* under the *project* up to the date of *contract* termination can be approved or 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.

Article 3 - Evolution of the *consortium*

The *consortium* may be enlarged to include other legal entities, which shall accede to the *contract* by means of Form B (set out in Annex V). The *Commission* is deemed to have accepted this legal entity as a *contractor* in the *consortium*, if it does not object within six weeks of receipt of Form B. Any new *contractor* shall comply with the participation rules established by the *Rules for Participation*. This is subject to any condition required by the *Financial Regulation* or other formalities that may be required by any other provision of this *contract*.

They shall assume the rights and obligations of *contractors* as established by the *contract* with effect from the date of their accession to the *contract*. *Contractors* leaving the *consortium* shall be bound by the provisions of the *contract* regarding the terms and conditions applicable to the termination of their participation.

Article 4 - Entry into force of the *contract* and duration of *project*

1. This *contract* shall enter into force on the day of its signature by the *coordinator* and the *Commission*.

2. The duration of the *project* shall be 36 months from 1st June 2004 (hereinafter referred to as the "*start date*").

This *contract* shall be completed once the rights and obligations of all the parties to the *contract* have been met. The implementation and payment phases relating to the *project* must be completed by the *final implementation date* of the *contract*.

The provisions set out in Articles II.7, II.9, II.10, II.11, II.29, II.30, II.31 and Part C of Annex II shall continue to apply after the *final implementation date* as well as any provisions in Annex III which specifically state that they shall continue to apply after the *final implementation date*.

Article 5 - *Community* financial contribution

The *Community* financial contribution shall be in the form of a grant to the budget.

The maximum *Community* contribution to the *project* shall be 2,380,000 EUR (two million three hundred and eighty thousand Euro). The *Community* financial contribution shall be limited to the maximum rates of contribution to the activities identified in Part B of Annex II, as modified by any provision of Annex III. Annex I indicates the estimated breakdown of costs and activities to be carried out under the *project*.

Article 6 - Reporting periods

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
- P3: from month 25 to the last month of the *project*.

Article 7 - Reports

1. Reports referred to in Article II.7.2 shall be submitted for each reporting period identified in Article 6 within 45 days of the end of the period in question. Reports shall be submitted in English.

2. Reports referred to in Article II.7.3 shall be submitted at the latest 45 days after the end of the following periods:

- P(1) covering reporting period from P(1) to P(1)
- P(3) covering reporting periods from P(2) to the last reporting period of the *project*.

3. In addition to the reports for the last period, final activity and financial reports referred to in Article II. 7.4 (except for the report referred to in Article II.7.4.d)) shall be submitted to the *Commission* at the latest 45 days after the end of the *project*. This delay may be increased by 45 days at the request of the *consortium*. Where the work is completed before the end of the duration of the *project*, the related activity and financial reports shall cover the period up to that date.

Article 8 - Payment modalities

1. The *Community* financial contribution to the *project* shall be paid to the *coordinator* on behalf of the *contractors* in accordance with the following provisions:

- a) the *consortium* shall determine the allocation of each tranche of the *Community* financial contribution between the *contractors*, in accordance with this *contract* and any relevant provisions in their *consortium agreement*.
- b) the payment of the *Community* financial contribution to the *coordinator* discharges the *Commission* from its obligation to make this payment to the *contractors*.
- c) the *coordinator* shall distribute the *Community* financial contribution without unjustified delay.

2. The *Community* financial contribution shall be paid in accordance with the provisions of Article II.28 and the following:

(a) *pre-financing* of 950,000.00 EUR (nine hundred and fifty thousand Euro and zero Cents) of the estimated *Community* financial contribution corresponding to the first reporting period and the first six months of the subsequent reporting period indicated in the table of estimated breakdown of costs for this period in Annex I, within 45 days following the date the *Commission* is informed of accession to the *contract* of all the *contractors* identified in Article 1.2;

(b) within 45 days following approval by the *Commission* of the reports related to each reporting period:

i) a payment which settles the amounts justified and accepted during the reporting period.

ii) *pre-financing* of 85.00% of the estimated *Community* financial contribution corresponding to the subsequent period and the first six months of the period following, indicated in the table of estimated breakdown of costs for this period in Annex I.

Where the amount justified and accepted for the reporting period is less than the *pre-financing* already paid to the *consortium*, that part of the *pre-financing* is re-qualified as a payment and the *Commission* shall deduct the difference from the subsequent *pre-financing*.

Where the amount justified and accepted for the reporting period is more than the *pre-financing* already paid to the *consortium*, the *pre-financing* is re-qualified as a payment and the *Commission* shall add the difference as a complementary payment at the time of the payment of the subsequent *pre-financing*.

(c) within 45 days following approval by the *Commission* of the reports relating to the last period and the final reports referred to in Article II.7, the *Commission* shall pay a final payment for that period.

(d) Any payment at the end of a reporting period accompanied by an audit certificate 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. 29.

(e) Where no comments, changes or substantial corrections to any of the *project* activity reports or financial statements are required or where the *Commission* approves the reports more than 45 days after reception, the *Commission* shall make the appropriate payment within 90 days of receipt of the *project* activity reports and associated financial statements.

Where substantial comments, changes, further information or adjustments are requested by the *Commission* within this period, the delay is suspended upon notification by the *Commission*. The remainder of the 90 day payment period begins again only after submission by the *contractors* of the required information.

Article 9 - Special clauses

The following special conditions apply to this *contract*:

1. In order to assure coherence of the work within the specific programme and its relevance in worldwide developments, the *contractors* will be required to participate in periodic cross-dissemination meetings together with other related projects. When applicable, the *contractors* of these projects shall collectively discuss common approaches to standardisation activities. The concertation activities related with the *project* clusters foresee up to four meetings per year with the

presence of project representatives. Interest groups clusters will be flexible and will be organised by the Commission services if added-value is demonstrated and if they answer a particular need for action in relation to a clearly identified and targeted theme.

Article 10 - Amendments

Any request for amendment to the *contract* shall be submitted in accordance with Article 11. Proposals 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 *Commission* shall undertake to approve or reject any request for an amendment within 45 days of its receipt. The absence of a response from the *Commission* within 45 days of receipt of such a request, or any other period provided for in the *contract*, does not constitute approval of the request, except for any modification or evolution of the *consortium* as foreseen in Article 3.

All amendments to the *contract* shall be in writing.

Article 11 - Communication

1. Requests for amendments and any communication foreseen by the *contract* shall identify the nature and details of the request or communication and be submitted in writing by means of registered mail with acknowledgement of receipt to the following addresses:

For the *Commission*: Commission of the European Communities
Information Society Directorate-General
B-1049 Brussels, Belgium

For the *coordinator*: C INTERNATIONAL LIMITED Limited
THE MANOR, HASELEY BUSINESS CENTRE ,
WARWICK, CV35 7LS, United Kingdom

2. Where the *contract* foresees that information or documents are to be transferred by electronic means, the following functional mailboxes shall be used:

For the *Commission*: INFISO-IST-004420@cec.eu.int

For the *coordinator*: jmeadows@cinternational.co.uk

3. The bank account of the *coordinator* to which all payments of the *Community* financial contribution shall be made is:

Name of Account holder: C INTERNATIONAL LIMITED

Name of the bank: BARCLAYS BANK PLC

Account reference: 20480866780255

IBAN: GB14 BARC 204808 66780255

4. Each party to the *contract* shall inform the other parties without delay of any changes in the names or addresses identified in paragraphs 1 and 2 above.

Article 12 - Applicable law

The law of Belgium shall govern this *contract*.

Article 13 - Jurisdiction

The Court of First Instance or the Court of Justice of the European Communities, as is appropriate in the specific case, shall have sole jurisdiction to hear any disputes between the *Community* and the *contractors* as regards the validity, the application or any interpretation of this *contract*.

Article 14 - Annexes forming an integral part of this contract:

1. The following annexes form an integral part of this *contract*:

Annex I - Description of work

Annex II - General Conditions

Annex III - Not Applicable

Annex IV - Form A - consent of *contractors* to accede to the *contract*

Annex V - Form B - accession of new legal entities to the *contract*

Annex VI - Form C - financial statement per instrument

2. In the event of any conflict between the provisions of the Annexes to this *contract* and any provision of this part of the *contract*, the latter shall take precedence. 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.

3. The special conditions set out in Article 9 shall take precedence over any other provisions of this *contract*.

Done at Brussels , in English

For the *coordinator*

For the Commission

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Name

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Name

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Function

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Function

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Signature
(stamp or seal of the organisation)

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Signature

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Date

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Date

FORM A - ACCESSION TO THE CONTRACT

Innova S.p.A. established in Italy, Via della Scrofa, 117, 00186, Roma represented by Aleardo Furlani, Managing Director, and/or Antonella Vulcano, Executive Director, or her/his/their authorised representative, hereby consents to become a *contractor* to *contract* number **004420** (relating to *project "enabling users for - Distance-working and Organizational Mobility using Ambient Intelligence service Networks"*) signed between the **Commission of the European Communities** (the "*Commission*") and **C INTERNATIONAL LIMITED** established in United Kingdom, THE MANOR, HASELEY BUSINESS CENTRE , CV35 7LS, WARWICK (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **Innova S.p.A.**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
Innova S.p.A.

For the coordinator
C INTERNATIONAL LIMITED

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Name of the first legally authorised representative

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FORM A - ACCESSION TO THE CONTRACT

In-JeT ApS established in Denmark, Jeppe Aakjærvej 15 , 3460, Birkerød represented by Jesper Thestrup, Managing Director, or his authorised representative, hereby consents to become a *contractor* to *contract* number **004420** (relating to *project "enabling users for - Distance-working and Organizational Mobility using Ambient Intelligence service Networks"*) signed between the **Commission of the European Communities** (the "*Commission*") and **C INTERNATIONAL LIMITED** established in United Kingdom, THE MANOR, HASELEY BUSINESS CENTRE , CV35 7LS, WARWICK (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **In-JeT ApS**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
In-JeT ApS

For the coordinator
C INTERNATIONAL LIMITED

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Name of the legally authorised representative

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Signature of the second legally authorised representative

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FORM A - ACCESSION TO THE CONTRACT

AARHUS UNIVERSITET established in Denmark, NORDRE RINGGADE 1 , 8000, AARHUS represented by Kirsten Skjødt, Financial Director, and/or - -, -, or her/his/their authorised representative, hereby consents to become a *contractor* to *contract* number **004420** (relating to *project "enabling users for - Distance-working and Organizational Mobility using Ambient Intelligence service Networks"*) signed between the **Commission of the European Communities** (the "*Commission*") and **C INTERNATIONAL LIMITED** established in United Kingdom, THE MANOR, HASELEY BUSINESS CENTRE , CV35 7LS, WARWICK (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **AARHUS UNIVERSITET**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
AARHUS UNIVERSITET

For the coordinator
C INTERNATIONAL LIMITED

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Name of the first legally authorised representative

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FORM A - ACCESSION TO THE CONTRACT

FOUNDATION FOR RESEARCH AND TECHNOLOGY - HELLAS established in Greece, Science and TEchnology Park of Crete, Vassilika Vouton , GR 71110, Heraklion, Crete , Crete , 1527 represented by Stelios Orphanoudakis, Chairman of BOD, or his authorised representative, hereby consents to become a *contractor* to *contract* number **004420** (relating to *project "enabling users for - Distance-working and Organizational Mobility using Ambient Intelligence service Networks"*) signed between the **Commission of the European Communities** (the "*Commission*") and **C INTERNATIONAL LIMITED** established in United Kingdom, THE MANOR, HASELEY BUSINESS CENTRE , CV35 7LS, WARWICK (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **FOUNDATION FOR RESEARCH AND TECHNOLOGY - HELLAS**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
FOUNDATION FOR RESEARCH AND TECHNOLOGY - HELLAS

For the coordinator
C INTERNATIONAL LIMITED

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Signature of the second legally authorised representative

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Date
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FORM A - ACCESSION TO THE CONTRACT

CNET SVENSKA AB established in Sweden, SVÄRDVÄGEN 3B , 182 33, DANDERYD represented by Peter Rosengren, CEO, and/or Ulf Wingstedt, Financial Manager, or her/his/their authorised representative, hereby consents to become a *contractor* to *contract* number **004420** (relating to *project "enabling users for - Distance-working and Organizational Mobility using Ambient Intelligence service Networks"*) signed between the **Commission of the European Communities** (the "*Commission*") and **C INTERNATIONAL LIMITED** established in United Kingdom, THE MANOR, HASELEY BUSINESS CENTRE , CV35 7LS, WARWICK (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **CNET SVENSKA AB**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
CNET SVENSKA AB

For the coordinator
C INTERNATIONAL LIMITED

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FORM A - ACCESSION TO THE CONTRACT

T-CONNECT S.R.L. established in Italy, Padriciano, 99 , 34012, Trieste represented by Beatrice Pregarz, General Manager, or her authorised representative, hereby consents to become a *contractor* to *contract* number **004420** (relating to *project "enabling users for - Distance-working and Organizational Mobility using Ambient Intelligence service Networks"*) signed between the **Commission of the European Communities** (the "*Commission*") and **C INTERNATIONAL LIMITED** established in United Kingdom, THE MANOR, HASELEY BUSINESS CENTRE , CV35 7LS, WARWICK (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **T-CONNECT S.R.L.**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
T-CONNECT S.R.L.

For the coordinator
C INTERNATIONAL LIMITED

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FORM A - ACCESSION TO THE CONTRACT

SOFTWARE AG BELGIUM SA established in Belgium, PLEJADENLAAN 11, 1200, BRUSSELS represented by Thomas Zanzinger, Country Manager, or his authorised representative, hereby consents to become a *contractor* to *contract* number **004420** (relating to *project "enabling users for - Distance-working and Organizational Mobility using Ambient Intelligence service Networks"*) signed between the **Commission of the European Communities** (the "*Commission*") and **C INTERNATIONAL LIMITED** established in United Kingdom, THE MANOR, HASELEY BUSINESS CENTRE , CV35 7LS, WARWICK (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **SOFTWARE AG BELGIUM SA**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
SOFTWARE AG BELGIUM SA

For the coordinator
C INTERNATIONAL LIMITED

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Signature of the second legally authorised representative

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Date
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FORM A - ACCESSION TO THE CONTRACT

TELEFONICA INVESTIGACION Y DESARROLLO SA UNIPERSONAL established in Spain, CALLE EMILIO VARGAS 6 , ES28043, MADRID represented by Diego Ruiz Quejido, General Director, or his authorised representative, hereby consents to become a *contractor* to *contract* number **004420** (relating to *project "enabling users for - Distance-working and Organizational Mobility using Ambient Intelligence service Networks"*) signed between the **Commission of the European Communities** (the "*Commission*") and **C INTERNATIONAL LIMITED** established in United Kingdom, THE MANOR, HASELEY BUSINESS CENTRE , CV35 7LS, WARWICK (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **TELEFONICA INVESTIGACION Y DESARROLLO SA UNIPERSONAL**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
**TELEFONICA INVESTIGACION Y
DESARROLLO SA UNIPERSONAL**

For the coordinator
C INTERNATIONAL LIMITED

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Name of the legally authorised representative

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FORM A - ACCESSION TO THE CONTRACT

GRUNDFOS MANAGEMENT A/S established in Denmark, Poul Due Jensens Vej 7 , 8850, Bjerringbro represented by Svend Aage Kaae, Technical Manager, or his authorised representative, hereby consents to become a *contractor* to *contract* number **004420** (relating to *project "enabling users for - Distance-working and Organizational Mobility using Ambient Intelligence service Networks"*) signed between the **Commission of the European Communities** (the "*Commission*") and **C INTERNATIONAL LIMITED** established in United Kingdom, THE MANOR, HASELEY BUSINESS CENTRE , CV35 7LS, WARWICK (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **GRUNDFOS MANAGEMENT A/S**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
GRUNDFOS MANAGEMENT A/S

For the coordinator
C INTERNATIONAL LIMITED

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Name of the legally authorised representative

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Name of the first legally authorised representative

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Function of the legally authorised representative

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Function of the first legally authorised representative

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Signature of the legally authorised representative

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Signature of the first legally authorised representative

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Date
(stamp or seal of the organisation)

.....
Name of the second legally authorised representative

.....
Function of the second legally authorised representative

.....
Signature of the second legally authorised representative

.....
Date
(stamp or seal of the organisation)

FORM A - ACCESSION TO THE CONTRACT

EASTERN BIRMINGHAM NHS PRIMARY CARE TRUST established in United Kingdom, Suite 20, Waterlinks House, Richard Street, Aston , B7 4AA, Birmingham represented by Sophia Christe, Chief Executive, and/or Christopher Tidman, Acting Director of Finance, or her/his/their authorised representative, hereby consents to become a *contractor* to *contract* number **004420** (relating to *project "enabling users for - Distance-working and Organizational Mobility using Ambient Intelligence service Networks"*) signed between the **Commission of the European Communities** (the "*Commission*") and **C INTERNATIONAL LIMITED** established in United Kingdom, THE MANOR, HASELEY BUSINESS CENTRE , CV35 7LS, WARWICK (the "*coordinator*"), and accepts in accordance with the provisions of the aforementioned *contract* all the rights and obligations of a *contractor*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **EASTERN BIRMINGHAM NHS PRIMARY CARE TRUST**, the third being sent to the *Commission* by the *coordinator* in accordance with Article 2.1 and Article 11 of the *contract*.

For the contractor
**EASTERN BIRMINGHAM NHS
PRIMARY CARE TRUST**

For the coordinator
C INTERNATIONAL LIMITED

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Name of the first legally authorised
representative

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Name of the first legally authorised
representative

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representative

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Signature of the second legally authorised
representative

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Date
(stamp or seal of the organisation)

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Date
(stamp or seal of the organisation)