
CONSORTIUM AGREEMENT

concerning

ARCHIMEDES

Achieving Real Change with Innovative Transport Measures Demonstrating Energy Savings

1. INTRODUCTION

The Consortium Agreement is an agreement made by and between the Beneficiaries in the project ARCHIMEDES financed under FP 7 and shall govern issues mentioned below, that will or may arise during the project.

2. BENEFICIARIES

Aalborg Kommune (Aalborg) established in Denmark

Nordjyllands Trafikselskab (NT) established in Denmark

Primaria Municipiului Iasi (Iasi) established in Romania

Regia Autonoma de Transport Public Iasi (PTI) established in Romania

Technical University (TUI) established in Romania

Ayuntamiento de Donostia-San Sebastián (ADS) established in Spain

Compañía del Tranvia de San Sebastián S.A. (CTSS) established in Spain

Grupo de Estudios y Alternativas 21, S.L. (GEA21) established in Spain

University of the Basque Country (UPV) established in Spain

Instituto Vasco de Logística /Logistkako Euskal Erakundea (IVL) established in Spain

Brighton & Hove City Council (BHCC) established in United Kingdom

Brighton & Hove Bus and Coach Company Ltd. (BHBuses) established in United Kingdom

Statutarni Meto Usti Nad Labem (UNL) established in Czech Republic

Comune di Monza (Monza) established in Italy

Project Automation (PA) established in Italy

Trasporti Pubblici Monzesi (TPM) established in Italy

3. PREAMBLE

Within the frame of the 7th Framework Programme for Research, Technological Development and Demonstration, the Beneficiaries have concluded contract N° TREN/FP7TR/218940/"ARCHIMEDES" with the European Community, represented by the Commission of the European Communities concerning Key Action 7.2.3.4. CLEAN URBAN TRANSPORT- Innovative Strategies for clean urban transport "Achieving Real Change with Innovative Transport Measures Demonstrating Energy Savings (ARCHIMEDES)", (Call identifier FP7-SST-2007-TREN-1_28June).

The objective of the Beneficiaries within this Project is to co-operate in respect of the carrying out of the Grant Agreement. The scope of the Project is set out in Annex I and the performance of the Project shall be shared between the Beneficiaries according to the tasks and amounts respectively indicated in the Grant Agreement. In the absence of any case of force majeure, the Beneficiaries shall take all necessary steps to achieve the results called for in the Project, and shall execute under conditions of joint responsibility with respect to the European Community.

The Beneficiaries agree in this Consortium Agreement (Agreement) to the Grant Agreement that they shall each act to perform their part of the work contracted for under the Grant Agreement. This Agreement is made between the Beneficiaries supplementary to the Grant Agreement to define certain of their rights and obligations among themselves with respect to carrying out of the Grant Agreement and to define their co-operation and relationship on the basis of the Grant Agreement. This Agreement settles matters not defined in the Grant Agreement.

IN THE LIGHT OF THE FOREGOING, THE BENEFICIARIES HAVE AGREED AS FOLLOWS:

4. DEFINITIONS

"Beneficiaries" shall mean the Contractors (including the Project Co-ordinator) which have signed a mandate for Aalborg Kommune to sign up as Project Coordinator in executing the Grant Agreement.

"Project Co-ordinator" shall mean **Aalborg Kommune** in Aalborg.

"Project Manager" shall mean **Aalborg Kommune** in Aalborg.

"Technical Manager" shall mean **Aalborg Kommune** in Aalborg.

"Evaluation Manager" shall mean **Ayuntamiento Donostia-San Sebastián** in San Sebastián.

"Dissemination and Exploitation Manager" shall mean **Primaria Municipiului Iasi** in Iasi.

"Training and Learning Manager" shall mean **Brighton & Hove City Council** in Brighton.

Third party is any legal entity which does not sign the Grant Agreement.

Subcontractor is a third party which has entered into an agreement on business conditions with one or more Beneficiaries in order to carry out part of the work of the project.

“The Commission” shall mean the European Community represented by the Commission of the European Communities represented by the Director General for Transport and Energy.

“Grant Agreement” shall mean the Contract N° *TREN/FP7TR/218940* “ARCHIMEDES” between the Commission on the one part and the Beneficiaries on the other part, including its annexes:
Annex I (Description of Work) shall mean Annex I of the Grant Agreement
Annex II (General Conditions) shall mean Annex II of the Grant Agreement
Annex III (Specific provisions) shall mean Annex III of the Grant Agreement
Annex IV Accession of Beneficiaries shall mean Annex IV of the Grant Agreement,
which shall be regarded as integral parts of the Grant Agreement.

“Project” shall mean the Description of Work defined in Annex I of the Grant Agreement.

“Project Share” shall, in relation to a Beneficiary mean that Beneficiary's share of the total contribution of the Project as shown in the table.

“Estimated Breakdown of the EU Grant (Allowable) Costs” supplemented as a part of the Grant Agreement.

“Workpackage” shall mean a specific part of a Description of Work as identified in Annex I of the Grant Agreement.

“Measure” is part of a task and shall be implemented in the project. A Measure Description Form is describing each measure.

“Project Handbook” defines project procedures, communication issues and quality standards etc.

In other respects the definitions in the Grant Agreement shall apply.

5. TERMS AND CONDITIONS

The Grant Agreement is hereby formally incorporated into this Consortium Agreement.

The provisions of the Grant Agreement including the annexes thereto shall apply for all Beneficiaries in addition to the provisions of this Agreement.

In the event of conflict between the terms of this Agreement and the terms of the Grant Agreement, the Grant Agreement shall prevail.

6. MANAGERIAL PROVISIONS

6.1 CO-ORDINATOR

It is agreed that **Aalborg Kommune be designated as Co-ordinator of the Beneficiaries and the Commission concerning the Project**, and for the administration of the implementation of the Grant Agreement. To this effect, the Co-ordinator shall discharge on behalf of the Beneficiaries such functions as are defined by this Agreement, the Grant Agreement and, from time to time, set by the Project Management Board, as defined in Chapter 6.

The Project Co-ordinator's role is defined by Article II.2.3 of Annex II

The Project Co-ordinator shall:

- (a) Administer the Community financial contribution regarding its allocation between Beneficiaries and activities, in accordance with this Grant Agreement and the decisions taken by the Consortium. The Coordinator shall ensure that all the appropriate payments

- are made to the other Beneficiaries without unjustified delay;
- (b) Keep the records and financial accounts making it possible to determine at any time what portion of the Community financial contribution has been paid to each Beneficiary for the purposes of the project;
- (c) Inform the Commission of the distribution of the Community financial contribution and the date of transfers to the Beneficiaries, when required by this Grant Agreement or by the Commission;
- (c) Review the reports to verify consistency with the project tasks before transmitting them to the Commission;
- (d) Monitor the compliance by Beneficiaries with their obligations under this Grant Agreement.

6.2 PROJECT MANAGEMENT

It is agreed that **the Beneficiaries designate Aalborg Kommune as Project Manager of the project.** And the role is defined in relation to the obligations of the Beneficiaries in Articles II.2.4 and II.3 of Annex II.

The Project Manager shall fulfil the following obligations:

- (a) Assist with the development of a detailed work plan in co-operation with Site Manager, Technical Manager, Dissemination & Exploitation Manager and Training & Learning Manager, during the first 3 months of the project;
- (b) Assist with the development of the Project Handbook (e.g. for project procedures, communication issues and quality standards). The project handbook will be developed during the first 6 months of the project. This handbook will contain detailed information on project procedures, responsibilities of different partners, communication channels and problem-solving;
- (c) Support the coordinator and other beneficiaries with the management of the project on a day-to-day basis with day-to-day management tasks such as communication, monitoring, and troubleshooting. The project management office will work continuously to keep all elements of the project on track;
- (d) Support the coordinator in his task to monitor project progress (objective achievement, delivering, resource use) compared to the plan through periodic activity reporting, phone and email communication and site visits when necessary, and contribute to the Project Coordinator's progress reports. The objective is to detect problems at an early stage for efficient corrective action;
- (e) Assist the partners to prepare progress reports, cost statements and other deliverables;
- (f) Collate 'process' data for input to the evaluation through bespoke ARCHIMEDES tools or tools provided by the POINTER Evaluation Support Action;
- (g) Support the project coordinator in communications and reporting to the European Commission;
- (h) Support the coordinator in organising project consortium meetings including the preparation and distribution of minutes;
- (i) Support the project coordinator in liaising with the POINTER and VANGUARD Support Actions in conjunction with the Technical, Evaluation, Dissemination and Training & Learning Managers.

Aalborg Kommune will appoint a specialist organisation to undertake the day-to-day project management functions under a subcontract.

The project management tasks are centred around the administrative and financial co-ordination of the Project Management Office team (PMO), who are supported in this function by the Local Site Manager at each of the demonstration sites. The PMO team consists of the Project Co-ordinator, Assistant Project Co-ordinator and the Project Manager. The PMO is the responsibility of the Municipality of Aalborg, as project co-ordinator.

It is agreed that **the Beneficiaries designate Aalborg Kommune as Technical Manager of the project.**

Aalborg will ensure that the results and information from the demonstration activities are pooled across the whole project.

The Technical Managers (TM) role covers the following project management activities:

- (a) Review the design, implementation and operation phases of the Demonstrations and organise the production of deliverables from the demonstration workpackages in conjunction with workpackage and measure leaders and in conformity with the quality plan;
- (b) Overall co-ordination of the technical aspects of the demonstrations. The TM works to guarantee integration of different activities between and within the different demonstration sites and work packages. This includes organising a minimum of six specific integration sessions to take place adjacent to the consortium meetings. During these sessions experience and advice will be shared between the Demonstration WP Leaders and Measure Managers. Specific reports on technical subjects may be produced. This task will be coordinated with the dissemination and training managers;
- (c) The TM will assist the Project Coordinator and Project Manager to manage the technical aspects of the demonstrations to ensure compliance with CIVITAS goals and will maintain a central overview of the demonstration work in the ARCHIMEDES cities on behalf of the Project Management Office, and when necessary advice on the choice of technologies and approach to the demonstration activities in the six project cities, in support of the Site Managers. The TM will undertake a review of the design, implementation and operation phases of the Demonstrations to draw out lessons learned, to share between the ARCHIMEDES sites and other cities in Europe.
- (d) Contribute to the project quality plan.
- (e) Input to dissemination activities. As a part of the integration activities the TM will provide input to the project newsletter, focussing on the technical aspects of the project and the solutions utilised on the six demonstration sites. The TM will also input technical information material to the project website, both for internal and for public use, and provide input to technical conferences and seminars. This task will be co-ordinated with the dissemination manager.
- (f) Input to training and learning activities. The TM will work with Demonstration WP Leaders and Measure Leaders to encourage the sharing of experience and maximisation of expertise within the consortium. This task will be carried out in consultation with the Training & Learning Manager to ensure that any technical training needs are fully taken into account.
- (g) Monitor and report project progress on technical aspects of the demonstrations (objective achievement, milestones achieved, demonstrations completed). The TM carries out a regular overview of the demonstration activities via the Site Managers' input to the periodic activity reports (PAR) and mid-term report.
- (h) Oversee the production of Deliverables from the demonstration work packages.

Aalborg Kommune will lead the integration and technical co-ordination of the demonstration activities supported by a specialist Technical Manager appointed under a subcontract.

It is agreed that **the Beneficiaries designate Ayuntamiento Donostia-San Sebastián as Evaluation Manager of the project.** San Sebastián will ensure that the results and information from the project and demonstration activities are pooled across the whole project and in line with the horizontal Evaluation support action.

The Responsibilities of the Evaluation Manager are:

- (a) Produce a Project Evaluation Plan in collaboration with the evaluation partners at the City level and the Technical Manager, in conformity with the guidelines agreed with the Support Action POINTER. This includes providing a common structure, managing the Production process and final editing of the plan. The Local evaluation Coordinators will prepare the local evaluation plan for each of the ARCHIMEDES cities. The local evaluation plan will form the main building blocks of the Project evaluation plan;
- (b) Monitor the progress and quality of evaluation activities. The Evaluation Manager has the overall responsibility for the quality of evaluation work and outputs and to support the site evaluation coordinators who has the responsibility to meet these quality standards;
- (c) Organise twice-yearly meetings of the Project Evaluation Group;
- (d) Ensure the efficient output from the evaluation activities to Work Package Dissemination & Exploitation. This includes the coordination of the provision of information to the public and non-public Evaluation sections of the project website;

- (e) Provide effective evaluation liaison with the SA project POINTER including attendance at twice-yearly meetings and organisation of appropriate attendance from other Beneficiaries as required. The evaluation manager will ensure the timely inputs from ARCHIMEDES to the POINTER SA project;
- (f) Coordinate the production process of the Report on base line and first results in collaboration with the evaluation partners at city level. This report will include the base case (in evaluation terms) and the first overview of data collected on measure level;
- (g) Coordinate the production process of the project Final Evaluation Report in collaboration with the evaluation partners at city level and the technical manager.

It is agreed that **the Beneficiaries designate Primaria Municipiului Iasi as Dissemination and Exploitation Manager of the project.**

The Responsibilities of the Dissemination and Exploitation Manager are:

- (a) Co-ordinate and manage all project dissemination, exploitation and knowledge transfer activities to a high level of quality;
- (b) Disseminate the results and outputs from the project throughout its lifetime in order to ensure that their value is maximised;
- (c) Plan for exploitation of project results and outputs beyond the end of the immediate project, in order that full take-up of promising measures and techniques can progress as rapidly as possible;
- (d) Ensure effective liaison with the ARCHIMEDES Project Manager, Technical Manager and Evaluation Manager so that outputs from these work packages are well integrated with the dissemination plans;
- (e) Maximise the value of participating in CIVITAS through liaison with other CIVITAS projects and cities, and work with the VANGUARD Support Action to undertake effective joint promotion of the CIVITAS family;

It is agreed that **the Beneficiaries designate Brighton & Hove City Council as Training and Learning Manager of the project.**

The Responsibilities of the Training and Learning Manager are:

- (a) Co-ordinating training activities and learning opportunities (T&L) in the project, in conjunction with Local T&L Coordinators;
- (b) Defining the training needs in order to prepare effective knowledge transfer and optimal exploitation of the project results, in conjunction with the VANGUARD Support Action;
- (c) Facilitating technical exchanges between Beneficiaries and stakeholders at the site level, so that in-depth experience of each others organisation and work can be shared;
- (d) Facilitating the development of Sustainable Urban Transport Plans in ARCHIMEDES Learning Cities;
- (e) Maximising the value of working within CIVITAS through liaison with other CIVITAS projects and cities.

6.3 PROJECT MANAGEMENT BOARD

The Beneficiaries will form a Project Management Board (PMB). The project board is the formal decision-making body of the project, with representatives from all Beneficiaries. If new Beneficiaries are added to the project during its lifetime these will also be represented in the PMB. The PMB will be chaired by the Project Co-ordinator or Assistant Project Co-ordinator in his absence.

Each Beneficiary will appoint an official representative to attend PMB meetings and will nominate a deputy in case of absence of the official representative. Each Beneficiary will have one vote except for key decisions highlighted below where voting will be restricted to the key local authority Beneficiaries (i.e. one vote per city). The official representative of a Beneficiary is responsible for the work of the Beneficiary/ies it represents at the PMB.

The PMB will be responsible for:

- (a) Follow up and control of the work process including the expenditure. The PMB will receive periodic reports from the PMO and the Project Coordinator concerning the progress of the project. The PMB is expected to act whenever deviations from the project plan are detected;
- (b) Approval of the project programme and possible changes during the project. The PMB is the body with the formal power to make changes to the project plans. These changes may be approved through written procedure (e-mail) or at the PMB meetings;
- (c) Approval of the work plans of each Beneficiary;
- (d) Approving the budget and any proposed changes. The PMB is the body with the formal power to make changes to the project budget, to be put forward to the European Commission. These changes may be approved through written procedure (e-mail) or at the PMB meetings;
- (e) Approval of progress, management and financial reports (including deliverables) before submitting to the European Commission;
- (f) Reporting project progress to the Political Advisory Group;
- (g) Laying down and reviewing or amending procedures for publications and press releases with regard to the Project;
- (h) Agreeing the actions required to remedy a breach of the Contract or Consortium Agreement by a Beneficiary;
- (i) Agreeing the actions required in the event of an application by a Beneficiary to withdraw from the Project;
- (j) Formal acceptance of a new Beneficiary or Beneficiaries to take over the work of a Beneficiary, which has withdrawn or has been excluded from the project.

In the case of (a) to (f), decisions of the PMB shall be taken by a simple majority of the votes the Beneficiaries present provided that any Beneficiary, the scope of whose work or the time for performance of it are thereby affected or whose costs or liabilities are thereby changed, may veto such decisions. If no majority is reached on a decision, the vote of the Co-ordinator shall decide.

In the case of (g) to (j), decisions shall be taken by to the key local authority Beneficiaries (i.e. one vote per city) by simple majority, either during a PMB meeting or in writing, with the exception of a Beneficiary in breach of Contract or withdrawing from the project. If no majority is reached on a decision, the vote of the Co-ordinator shall decide.

The decisions taken by the PMB shall apply subject to any permission from the Commission that may be required in the individual case; the request for the Commission's permission shall be made by the Co-ordinator.

The PMB will meet twice each year during the course of the Project, and at any other time when required at the request of the Co-ordinator. Any other Beneficiary may call a PMB meeting by raising a red flag (see below). Meetings shall be convened by the Co-ordinator with at least fourteen days prior written notice with an agenda.

Minutes of the meetings of the PMB shall be drafted by the Co-ordinator's representative and transmitted to the other Beneficiaries. The minutes shall be considered as accepted by the other Beneficiaries if, within fifteen (15) days from receipt, no other Beneficiary has objected by letter or facsimile or by electronic mail to the Co-ordinator.

A Red Flag procedure is defined in chapter 6.4 in the event that significant problems appear to be arising that could jeopardise the fulfilment of the Grant Agreement by one or more Beneficiary.

6.4 RED FLAG PROCEDURE

If the Co-ordinator or a Beneficiary believes that a difficulty exists which jeopardises the achievement of the conditions of the Grant Agreement, Beneficiaries will notify the Co-ordinator at the earliest opportunity of

such a situation and the Co-ordinator will inform the Project Management Board. The Co-ordinator may also inform the Project Management Board where it believes such a situation exists.

In the event of such a situation the Co-ordinator at its discretion may convene a special meeting of the Project Management Board within 20 days of written notification.

The Project Management Board will recommend resolving actions which the Beneficiary or Beneficiaries involved must apply immediately. The Project Management Board will also advise on timescales within which the Beneficiary or Beneficiaries must resolve the situation.

Should the situation not be resolved in the allocated timespan the Co-ordinator will then approach the Commission on the matter.

6.5 POLITICAL ADVISORY GROUP

A Political Advisory Group (PAG) will consist of six political representatives from the participating lead and learning cities, and their respective site managers or other municipal officers. The PAG provides advice to the PMB and the PMO in political aspects of the project and local level political support for the activities.

The PAG will also provide a forum for local politicians to engage in European-level dialogue on clean urban transport political issues in their cities and will link with the CIVITAS Political Advisory Committee.

6.6 BENEFICIARIES AND SUBCONTRACTORS

Beneficiaries shall supervise the work of the subcontractors allocated to them under the terms of the Grant Agreement, in accordance with Article II.7 of Annex II.

The Subcontractors shall submit their reports, documents, etc. via the named Beneficiary to which they are allocated.

The contracts, which are to be concluded between a Beneficiary and the Subcontractors allocated to it, shall fulfil the conditions outlined in Article II.7.2 of Annex II.

The Co-ordinator is holding a tender and awarding a contract on Consultancy Services for the Project Management, Co-ordination and Control to the ARCHIMEDES project. The consultant to whom the contract will be awarded must not perform other activities within the project ARCHIMEDES to avoid conflict of interest. The announcement of the consultant is expected to take place ultimo October 2008.

Beneficiaries are required to ensure that the rights of the Commission and the European Court of Auditors to carry out audits are extended to the right to carry out any such audit or control on any third party whose costs are reimbursed in full or in part by the EC contribution on the same terms and conditions.

7. TECHNICAL PROVISIONS

7.1 SITE MANAGERS

Each site will have a **site manager** who will be responsible for the management and integration of all the activities in each site.

The site manager has the overall responsibility for the measures applied in the demonstrations of their respective cities.

The tasks include:

- (a) Contribute to the detailed work plan of the project;
- (b) Act as a communication link between the Project Management Office (PMO) and all local partners and subcontractors;
- (c) The site managers are providing help and facilitating the communication between the local partners and the PMO (e.g. helping with contacts, translation and interpretation if necessary);
- (d) Contribute to cross-site reviews and appraisal of results. The site managers will assist with collection of material for review, monitoring and evaluation purposes. This will be done in cooperation with the measure leaders;
- (e) Ensure that all local partners follow the project programme, participate in common activities and respect the internal deadlines;
- (f) Follow the progress of the activities and report to PMO. The site managers have the responsibility of monitoring the progress at a local level and to immediately report to the Project Manager when deviations from plans and budget are detected;
- (g) Prepare reports to the PMO. The site managers will contribute to project reporting by providing material and data;
- (h) Provide process data and analysis to the PMO;
- (i) The site managers will facilitate the collation of process information at the site level in order that the reasons for progress (or otherwise) with demonstration measures can be more fully documented and understood;
- (j) Organise local project partner meetings and local technical meetings to track progress with the demonstration activities.

The site manager will be assisted in the management of the demonstration and associated activities by measure leaders and by local Dissemination, Training & Learning and Evaluation Co-ordinators.

7.2 WORK PACKAGE LEADERS

The Work Package Leader (WPL) supervises the activities of the Project's management within the corresponding workpackage.

For each of the 'vertical' demonstration work packages a work package leader is appointed.

The WPL's are representatives of municipalities, private companies or regional authorities. The main task of the WPL is to ensure that the results and experiences from the six ARCHIMEDES cities are efficiently collected and shared within the project.

The roles of WPL for each of the eight CIVITAS themes are shared among the partners of the ARCHIMEDES project, including Learning City and Transport Operator partners, who will nominate one person to undertake the role throughout the project lifetime:

- Alternative fuels and clean, energy-efficient vehicles – CTSS (Donostia – San Sebastian Public Transport Company);
- Collective passenger transport services – Iasi (Iasi City Hall);
- Demand management strategies – ADS (Ayuntamiento of Donostia – San Sebastian);
- Influencing travel behaviour and mode choice – BHCC (Brighton & Hove City Council);
- Safe and secure road infrastructure – UNL (City of Ústí nad Labem);
- Promoting new forms of vehicles ownership, and energy-efficient modes – BHCC (Brighton & Hove City Council);
- Energy-efficient freight logistics – Aalborg (City of Aalborg);
- Innovative transport telematics – Aalborg (City of Aalborg).

The tasks of the WPL are to:

- (a) Work closely with the Technical Manager and act as 'champions' among the consortium for each CIVITAS theme;
- (b) Work closely with measure leaders and represent them in communication with the Technical Manager;
- (c) Complement and support the Technical Manager in providing advice and guidance on selection of technologies and approach to the demonstration activities, to Site Managers and Measure Managers, and actively participate in the Integration Sessions;
- (d) Provide inputs to dissemination activities and training and learning areas in their own particular topic of expertise.

7.3 MEASURE LEADERS

For all individual measures within the project a Measure Leader (ML) will be appointed working at the demonstration site level, to support the Site Manager in delivering the demonstrations. The ML will be an employee of one of the partners participating in the task and their primary task is to deliver the demonstration, participate in workshops or meetings, contribute to reporting (progress and financial report) and to assist in local monitoring and evaluation. The measure leaders report directly to the site managers.

7.4 SITE LEVEL MANAGERS

Each city will also appoint local managers for each of the following roles required to support the main horizontal project tasks at site level:

- Site Evaluation Co-ordinators will be appointed for each city to follow the guidelines of the Evaluation Manager and the EC Support Action POINTER, to ensure that each measure is evaluated robustly using a common framework as described. They will report directly to the Project Evaluation Manager;
- Site Dissemination Co-ordinators will be appointed for each city and carry out dissemination tasks. They will report directly to the Project Dissemination Manager and follow the guidelines the EC Support Action VANGUARD;
- Site Training & Learning Co-ordinators will be responsible for the planned training events proposed in each city. They will report directly to the Project Training Manager.

Together with the local Site Manager and Measure Leaders these Site Level Managers will form the local project team in each city.

8. PROVISIONS OF THE BENEFICIARIES

Each Beneficiary undertakes to use all reasonable endeavours:

- (a) To promptly to supply to the Co-ordinator/s and the Project Management Board all such information or documents as the Project Co-ordinator and the Project Management Board may require in connection with the Grant Agreement and to fulfil their obligations as provided for in this Agreement or as the Commission may properly request and to keep the Project Co-ordinator and the Project Management Board informed of all such requests from the Commission and responses thereto;
- (b) To prepare and present the reports and documents to be submitted to the Commission under the Grant Agreement in sufficient time to enable the Project Management Board to approve them and the Project Co-ordinator to submit them to the Commission in accordance with the time scale of the Grant Agreement;

- (c) To perform on time the tasks and work packages assigned solely to it under the schedules shown in Annex I and to make available rights and information on time to other Beneficiaries under the terms and conditions defined in Annex II of the Grant Agreement;
- (d) In respect of the tasks and work packages assigned jointly to it and to any other Beneficiary or Beneficiaries under the schedules shown in Annex I, to perform such tasks and work packages on time and jointly with such other Beneficiary or Beneficiaries;
- (e) To participate actively with such other Beneficiary or Beneficiaries in the performance of, or to perform itself as the case may be, such organisational tasks as are assigned to it jointly or solely under the schedules shown in Annex I;
- (f) To inform all parties regarding the contact points for the different activities. If a site manager must be substituted, the Beneficiary must make a proposal of the substitution to the Project Management Board;
- (a) To inform all Beneficiaries about any change in contact information (address, telephone, fax numbers, and email address);
- (b) To promptly make to the other Beneficiaries and the Commission any notification required under Article II.36; II.37; II.38 and II.39 in Annex II. The consequence resulting there from for the other Beneficiaries shall be discussed within the framework of the Project Management Board meeting following the notification, at which, also, any measures which may be necessary shall be decided upon. This shall also apply to other information which is to be transmitted to the Commission in accordance with the provisions of the Grant Agreement and which is liable to be detrimental to co-operation, such as, for instance, circumstances which could lead to termination of a Beneficiary's participation by the Commission;
- (c) To guarantee that a contact for the project (normally the site manager of the project) is available for all necessary communications with Beneficiaries. If this person is not available temporarily (e.g. leave of absence or vacation) or permanently, a deputy contact point must be indicated and available to handle day-to-day issues.

As regards communications having a serious impact on the tasks or costs of a Beneficiary, direct contact must be established with the party concerned. Should the latter be absent for a period exceeding 15 days, said Beneficiary shall designate a deputy contact.
- (d) To bear sole responsibility for assessing the use of acronyms within the framework of this Grant Agreement, including but not limited to the acronyms of the project, and ensuring they do not infringe upon existing trademarks, registered patents, and other similar rights.

The reports provided by the Beneficiaries or other documentation intended for the Commission shall be transmitted to the Co-ordinator after examination and approval by the Project Management Board as agreed in the Project Handbook.

Each Beneficiary shall be obliged to revise the part of a report provided by it or the documentation provided by it at the request of the Commission, the Project Management Board or the Site Managers concerned. The requests shall be communicated to the Beneficiary concerned directly by the Project Co-ordinator, the Project Management Board, Site Manager or Work Package leader. Requested revisions of the reports or documents must be carried out without delay. If the revision cannot be made within a short time or be completed by a time limit laid down in the individual case, notification of this must be made by the Beneficiary concerned in good time in advance to the Beneficiary which requested the revision and to the Project Co-ordinator. If the time allowed is considered unacceptable by the responsible Beneficiary, appropriate measures must be negotiated with the Project Management Board.

In supplying any information or materials to any of the other Beneficiaries hereunder or under the Grant Agreement each Beneficiary undertakes to use all reasonable endeavours to ensure the accuracy thereof and (in the event of any error therein) promptly on being notified to correct the same.

9. FINANCIAL PROVISIONS

9.1 COSTS - COMMON CHARGES – PAYMENTS

Each Beneficiary to this Agreement is responsible for the costs incurred by it and for compliance with the provisions contained in the Grant Agreement including Annex II part B. This shall also include any currency transaction losses or any repayment demands made by the Commission. Furthermore, each Beneficiary to this Agreement shall be responsible for complying with the national tax laws applicable to it in respect of payments under the Grant Agreement and this Consortium Agreement.

The Beneficiaries shall keep regularly updated books of account for the project, in accordance with normal accounting rules and procedures for the country in which they are established, also filing appropriate vouchers and other documents in support, of and as justification for the costs and times declared in their schedules. This information must be accurate, complete and effective.

During the implementation of the Project the cost statements shall be presented to the Project Co-ordinator every 12 months, in accordance with the guidelines in the Project Handbook. Accordingly, the first cost statement for the period from 15.09.2008 to 14.09.2009 (four signed copies) shall be submitted to the Project Co-ordinator by 15.10.2009. If cost statements are not available in time, they will generally not be passed on to the Commission until the next time limit.

The cost statement for the final period shall be submitted to the Project Co-ordinator not later than two months after the Commission's approval of the last report, document or other Project Deliverable specified in Annex I. Attention is expressly drawn to the consequence of non-submission or late submission of a final cost statement in accordance with Art. II.21 of Annex II.

The money received from the Commission in accordance with Article II.6 of the Annex II shall be shared between the Beneficiaries as follows:

- the pre financing shall be passed on to the Beneficiaries on the basis of their share in the contribution.
- All further payments shall be made in accordance with the cost statements.

These payments will be made taking account of the Beneficiary's share in the contribution for horizontal tasks.

The pre financing and interim payments may not exceed 90 % of the share of the Commission's contribution due to the Beneficiary (Grant Agreement Article 5 and 6). The pre financing will be made in accordance with the rules indicated in Article II.6 of Annex II.

Each Beneficiary will contribute to the Guarantee Fund with a contribution corresponding to 5% of the maximum EC contribution in the project. This contribution will be subtracted from the pre-financing and transferred by the Commission, in the name of the Beneficiaries into the Guarantee Fund. At the end of the project, Beneficiaries will recover their contribution.

Offsetting of the pre payment with the actual costs shall take place in accordance with the Commission's instructions. The final payment shall be payable by the Commission only after all obligations under the Grant Agreement have been fulfilled and after approval of the final report and submission of the final cost statement, in so far as costs of the corresponding amount have been evidenced and acknowledged, regardless of when a Beneficiary has completed its services for the project.

The only exceptions to this policy are: 1) if the Commission red-flags a site or 2) if a particular Contractor or subcontractor is red-flagged. In either of these cases, the red-flagged Beneficiaries will not be paid by the Project Co-ordinator until the issue is resolved to the satisfaction of the Commission.

All the Co-ordinator's payments shall be made in EURO. The costs for the transfers (bank charges) of the shares of the Commission's contribution due to a Beneficiary shall be payable by the Beneficiary in question.

The Project Co-ordinator shall not be required to refund the costs evidenced by the cost statement prior to having received the corresponding payments from the Commission.

All transmissions of payments from the Commission by the Project Co-ordinator shall be deemed to be subject to demands for repayment at the request of the Commission or of a third party empowered by the latter. Amounts overpaid by the Project Co-ordinator, including any interest calculated by the Commission, shall be refunded upon request by the Beneficiary in question, or deducted from subsequent payments.

The reimbursement of eligible costs must be established following the principles of co-financing and non profit. The upper funding limit fixes the maximum rate of reimbursement per activity and per beneficiary. However the resulting total EC funding for the project cannot go beyond the maximum community financial contribution indicated in Article 5 of the Grant Agreement.

In so far as it can be seen prior to the rendering of the final cost statement that one or more Beneficiaries has/have incurred additional costs which it has been possible to offset by below-estimate costs in the case of other Beneficiaries, the Project Co-ordinator shall obtain the Commission's consent, as appropriate, to a different division of costs.

9.2 COSTS – Horizontal Tasks

The horizontal tasks, activities which are undertaken to benefit the overall project, will be reported in the annual progress reports and are based on the following:

- Co-ordinator is Aalborg Kommune
- Project Manager is Aalborg Kommune
- Technical Manager is Aalborg Kommune
- Dissemination manager is Iasi;
- Evaluation manager is ADS
- Training and Learning Manager is BHCC

The table shows the calculation of horizontal costs and the match funding. The contributions will be adjusted according to the amounts accepted by the EC from cost claims. The match funding will be shared equally between the six sites.

The procedure concerning the handling of Horizontal Costs is as follows:

Aalborg Kommune, as Co-ordinator, will co-ordinate the Horizontal Tasks Budget allocating payments as indicated in the table. The first tranche that will be collected will be on the payment of the pre financing, followed by further amounts linked to each EC payment. Notification of these costs will be made to partners when payments are made.

ARCHIMEDES Horizontal Costs. (The calculation is based on DoW version 11 June).

Horizontal costs Partner	Cost budget	EC Grant	Match-funding
Aalborg			
Project Coordination & Management	955.542	955.542	0
Technical Management	156.782	156.782	0
Scientific Coordination - 75% Grant	43.391	32.543	10.848
Sub total	1.155.715	1.144.867	10.848
Iasi			
Dissemination & Exploitation Management	190.000	190.000	0
ADS			
Evaluation Management - 100% grant	19.360	19.360	0
GEA21			
Evaluation Management - 100% grant	178.880	178.880	0
GEA21			
Evaluation Management - 75% grant	16.640	12.480	4.160
Subtotal	214.880	210.720	4.160
BHCC			
Training and Learning Management	75.746	75.746	0
Total	1.636.341	1.621.334	15.008

10. RESPONSIBILITIES

Each Beneficiary to this Agreement shall be responsible for the work to be carried out by it and guarantees that the documents and work provided by it are correct and usable, subject to provision of all requisite specifications.

In the event of damage to the Commission or to a third party, the following shall be deemed to be agreed:

- a) The Beneficiaries guarantee the European Community in full, and undertake to indemnify the latter, in the event of any action, claim or procedure instituted against the European Community by a third party, as a result of prejudice caused by an act of omission by the Beneficiaries in the execution of the Grant Agreement, or as a result of products or services which may be created on the basis of knowledge acquired from the project, insofar as the Beneficiaries shall have contributed to, or be held responsible for the loss or prejudice concerned.

In the event of any action instituted against the European Commission by a third party, in connection with execution of the Grant Agreement, any Beneficiaries which may be called to account in the matter shall be required to assist the European Commission in connection with said action.

- b) Each Party shall alone bear full and final responsibility where this Beneficiary is responsible for prejudice. This Beneficiary shall pay all damages and costs, and reimburse the other Beneficiary to the Grant Agreement which have already requested to make payments to the Commission and/or a third party, all or part of the damages and costs so paid.
- c) Insofar as several Beneficiaries to this Agreement are responsible for the incidence of a claim for compensation for prejudice, they shall be required to make a settlement internally in accordance with the proportionate extent to which each of them has caused the prejudice. If it is not possible to clarify which of the Beneficiaries is responsible for the incidence of the claim for compensation for prejudice, the prejudice shall be borne proportionately according to the Beneficiaries' shares in the smallest work unit (work package or Project) to which the prejudice is attributable. The share in the work unit shall be regarded as being the share of the contribution paid by the Commission to which a Beneficiary is entitled for this work package.

In the event of prejudice to another Beneficiary to this Agreement, the following shall be deemed to be agreed: Each Beneficiary shall be liable for any prejudice caused by it to another Beneficiary to this Agreement which takes place in connection with the execution of the Project. Liability for indirect loss or consequential loss such as, for instance, loss of income, lost orders, dismissal etc. shall be excluded. The restrictions of liability shall not apply in so far as the damage was caused deliberately or through gross negligence. If the prejudice was not caused exclusively by a Beneficiary, or if the cause of the prejudice cannot be assigned to a Beneficiary, the rules of Article 10 (c) shall apply.

The Subcontractors of a Beneficiary shall not be regarded as third parties for the purposes of this Article. Damage caused by Subcontractors shall be regarded as damage caused by the Beneficiary to which they are assigned. Each Beneficiary shall enter into corresponding agreements with its Subcontractors.

11. GENERAL PROVISIONS

11.1 EXISTING AND NEW KNOWLEDGE, INTELLECTUAL PROPERTY RIGHTS

The provisions of the Grant Agreement relating to Intellectual property rights Annex II Part C shall apply to this Agreement. However, if further issues arise a further agreement shall be drafted for conclusion between partners.

11.2 PUBLICATIONS, SECRECY, DOCUMENTATION

The Beneficiaries shall make arrangements in advance concerning the publication of jointly achieved results or jointly performed work. The publication shall take place as laid down by the Project Management Board.

Each Beneficiary of this agreement should not reveal to a third Party any confidential information which has become available through the Co-operation or otherwise within the framework of this agreement. Confidential information shall mean any information -either of technical, commercial or other kind of nature - whatsoever its form is (whether oral, in writing or computer form).

This undertaking does not apply to information which becomes publicly available in other ways than through breach of contract or else is supplied to a Beneficiary by a third party who has legally obtained the information and has the right to forward such information.

Each Beneficiary shall be obliged to treat the confidential information which has been communicated to it by another Beneficiary or which has come to its knowledge as confidential without limitation with regard to substance during the performance of the project and for a period of five years beyond the termination of the project.

If a Beneficiary receives from another Beneficiary documents which are not intended to be transmitted to the Commission or third parties, the Beneficiary which receives such documents shall be obliged to keep these documents properly and with care, not to make them accessible to third parties and, for the duration of the EC Contract or this Agreement, to return them on request to the transmitting Beneficiary and after the ending of the EC Contract or this Agreement to return them complete and without being called upon to do so. There shall be no right of retention.

For all public documents (website, brochure and newsletters) all included photos must contain the name of the photographer. The Beneficiary that provides the photos will also be required to send a paper confirming that they permit to use the photo for public utilisation and specifically on the website. Photos will not be used if this process is not performed.

11.3 DURATION - TERMINATION

This Agreement shall come into force as of the date of its signature but shall then have retroactive effect as from 15.09.2008 (Commencement date of the Grant Agreement) and shall thereafter continue in full force and effect, until complete discharge of all obligations undertaken by the Beneficiaries under the Grant Agreement and under this Agreement as well as any amendment or extension thereof.

This Consortium Agreement shall automatically terminate on the Completion Date of the Grant Agreement, or on termination of the Grant Agreement.

If a Beneficiary's participation is terminated by the Commission, this Agreement shall also be regarded as having been terminated in relation to the Beneficiary in question, providing the Beneficiary has satisfied its obligations with respect to the Contract. If not, then a resolution will need to be obtained between the Project Management Board and the Beneficiary regarding the resources spent, the activities to complete, etc. The Project Management Board shall also propose the reassignment of the Subcontractors assigned to this Beneficiary. The parties concerned must approve this proposal in writing, before it can come into effect.

If - for whatever reason - a Beneficiary withdraws prior to the completion of the Project, the contractual relationship between the other Beneficiaries shall not be affected thereby. The Project Management Board shall propose the reassignment of Subcontractors assigned to the withdrawing Beneficiary. Any such proposal must also be approved in writing by the parties concerned, before it can come into effect.

If a Beneficiary's participation is terminated in accordance with Article II.38 of Annex II the Beneficiary guilty of breach of contract shall be deemed to have given its consent to this. The rights of the Beneficiary guilty of breach of contract to seek legal remedies against the termination shall not be restricted hereby.

The dividing up of the work still to be carried out by the withdrawing Beneficiary shall be done by the Project Management Board in accordance with Article II.38 of Annex II.

Independently of whether the whole of the Grant Agreement is terminated by the Commission or only one Beneficiary withdraws from the Grant Agreement and this Agreement, the work to be carried out owing to the termination shall be carried out in accordance with Article II.37, II.38 and II.39 of Annex II.

11.4 APPLICABLE LAW, SETTLEMENT OF DISPUTES

Similarly to the Grant Agreement, this Agreement shall be construed according to and governed by Danish Law.

In case of dispute or difference between the Parties arising out of or in connection with this Agreement, the Beneficiaries shall first endeavour to settle it amicably. All disputes, which cannot be settled in this way, shall be finally settled by arbitration by any competent international body. Danish law will apply as a last resort for the settlement of disputes.

11.5 FORCE MAJEURE

The provisions of the Grant Agreement relating to force majeure shall apply to this Agreement.

11.6 LANGUAGE

This Agreement is drawn up in English which language shall govern all documents, notices and meetings for its application and/or extension or in any other way relative thereto.

11.7 CONTINUATION IN FORCE [CONTINUED VALIDITY OF INDIVIDUAL PROVISIONS AFTER ENDING]

Independently of the provisions which, under the Grant Agreement, still remain in force after the ending of the Grant Agreement, the Beneficiaries confirm that the provisions which by virtue of their meaning extend beyond this Agreement shall also continue to apply after the ending of this Consortium Agreement.

11.8 NO PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be deemed to create a partnership or agency between any of the Beneficiaries, save that for the purposes of this Agreement and the Grant Agreement the Project Co-ordinator is entitled to act for the other Beneficiaries in accordance with the terms of the Grant Agreement and of chapter 6.1 of this Agreement.

11.9 ASSIGNMENT

No Beneficiary shall, without the prior written consent of the other Beneficiaries, assign or otherwise transfer partially or totally any of its rights and obligations under this Agreement.

11.10 ENTIRE AGREEMENT - AMENDMENTS

This Agreement, its Appendices and the Grant Agreement constitute the entire agreement between the Beneficiaries in respect of the Project, and supersede all previous negotiations, commitments and writings concerning the Project.

This Consortium Agreement may be modified only by a written agreement by duly authorised representatives of the Beneficiaries.

Any amendments to this Consortium Agreement, which may be necessary, will be submitted to the Beneficiaries which must then confirm their approval in writing.

11.11 NOTICES

Any notice to be given under this Agreement shall be sent by telefax and confirmed by mail to the addresses stated in the Agreement.

The information thus transmitted shall be deemed to have been received three days after dispatch by post.

11.12 COPIES OF THE AGREEMENT, FORWARDING OF THE AGREEMENT

This Consortium Agreement shall be produced in 16 copies. Each Beneficiary shall receive a copy signed by all the Beneficiaries to this Agreement.

The Beneficiaries declare that they agree to the forwarding of a copy of this Consortium Agreement to the Commission by the Project Co-ordinator.

11.13 SAFEGUARDING CLAUSE

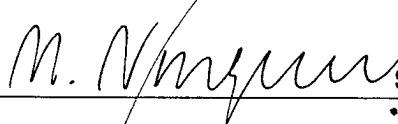
Should one or more of the provisions of this Consortium Agreement be or become invalid, it shall be replaced by the provision which comes closest to what the Beneficiaries, making a reasonable assessment of the matter, would have agreed upon if they had known of the invalidity. The same shall apply to any gaps in the coverage of the Agreement and to provisions subsequently inserted in the Agreement.

Done in 16 copies

For the Beneficiaries

Signatures and Status

Dates
Aalborg Kommune
 Teknik-og Miljøforvaltningen
 Trafik & Veje
 Postboks 219
 Stigsborg Brygge 5
 9400 Nørresundby

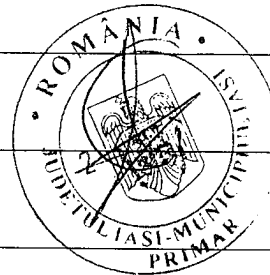
1. (Co-ordinator) Aalborg Kommune (Aalborg) _____

Mariann Nørgaard
Rådmand
2. Nordjyllands Trafikselskab (NT) _____
3. Primaria Municipiului Iasi (Iasi) _____
4. Regia Autonoma de Transport Public Iasi (PTI) _____
5. Technical University (TUI) _____
6. Ayuntamiento de Donostia-San Sebastián (ADS) _____
7. Compañía del Tranvia de San Sebastián S.A. (CTSS) _____
8. Grupo de Estudios y Alternativas 21, S.L. (GEA21) _____
9. University of the Basque Country (UPV) _____
10. Instituto Vasco de Logistica /Logistkako Euskal Erakundea (IVL) _____
11. Brighton & Hove City Council (BHCC) _____
12. Brighton & Hove Bus and Coach Company Ltd. (BHBuses) _____
13. Statutarni Meto Usti Nad Labem (UNL) _____
14. Comune di Monza (Monza) _____
15. Project Automation (PA) _____
16. Trasporti Pubblici Monzesi (TPM) _____

Done in 16 copies

For the Beneficiaries	Signatures and Status	Dates
1. (Co-ordinator) Aalborg Kommune (Aalborg)	_____	_____
2. Nordjyllands Trafikselskab (NT)	<i>Thomas Kartrup-Larsen</i>	_____
3. Primaria Municipiului Iasi (Iasi)	_____	_____
4. Regia Autonoma de Transport Public Iasi (PTI)	_____	_____
5. Technical University (TUI)	_____	_____
6. Ayuntamiento de Donostia-San Sebastián (ADS)	_____	_____
7. Compañía del Tranvia de San Sebastián S.A. (CTSS)	_____	_____
8. Grupo de Estudios y Alternativas 21, S.L. (GEA21)	_____	_____
9. University of the Basque Country (UPV)	_____	_____
10. Instituto Vasco de Logistica /Logistkako Euskal Erakundea (IVL)	_____	_____
11. Brighton & Hove City Council (BHCC)	_____	_____
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15. Project Automation (PA)	_____	_____
16. Trasporti Pubblici Monzesi (TPM)	_____	_____

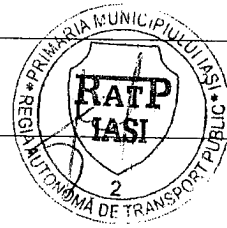
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For the Beneficiaries	Signatures and Status	Dates
1. (Co-ordinator) Aalborg Kommune (Aalborg)	_____	_____
2. Nordjyllands Trafikselskab (NT)	_____	_____
3. Primaria Municipiului Iasi (Iasi)	MAYOR	18.07.2008
4. Regia Autonoma de Transport Public Iasi (PTI)	_____	_____
5. Technical University (TUI)	_____	_____
6. Ayuntamiento de Donostia-San Sebastián (ADS)	_____	_____
7. Compañía del Tranvia de San Sebastián S.A. (CTSS)	_____	_____
8. Grupo de Estudios y Alternativas 21, S.L. (GEA21)	_____	_____
9. University of the Basque Country (UPV)	_____	_____
10. Instituto Vasco de Logistica /Logistkako Euskal Erakundea (IVL)	_____	_____
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12. Brighton & Hove Bus and Coach Company Ltd. (BHBuses)	_____	_____
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15. Project Automation (PA)	_____	_____
16. Trasporti Pubblici Monzesi (TPM)	_____	_____



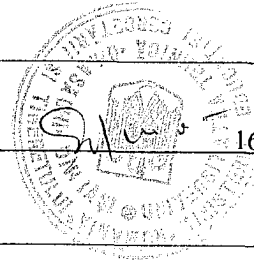
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1. (Co-ordinator) Aalborg Kommune (Aalborg)	_____	
2. Nordjyllands Trafikselskab (NT)	_____	
3. Primaria Municipiului Iasi (Iasi)	_____	
4. Regia Autonoma de Transport Public Iasi (PTI), <u>General Manager</u>	_____	16.07.2008
5. Technical University (TUI)	_____	
6. Ayuntamiento de Donostia-San Sebastián (ADS)	_____	
7. Compañía del Tranvia de San Sebastián S.A. (CTSS)	_____	
8. Grupo de Estudios y Alternativas 21, S.L. (GEA21)	_____	
9. University of the Basque Country (UPV)	_____	
10. Instituto Vasco de Logistica /Logistkako Euskal Erakundea (IVL)	_____	
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2. Nordjyllands Trafikselskab (NT)	_____	
3. Primaria Municipiului Iasi (Iasi)	_____	
4. Regia Autonoma de Transport Public Iasi (PTI),	_____	
5. Technical University (TUI) Professor Ion GIURMA, PhD, Rector	_____	16.07.2008
6. Ayuntamiento de Donostia-San Sebastián (ADS)	_____	
7. Compañía del Tranvía de San Sebastián S.A. (CTSS)	_____	
8. Grupo de Estudios y Alternativas 21, S.L. (GEA21)	_____	
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For the Beneficiaries**Signatures and Status****Dates**

1. (Co-ordinator) Aalborg Kommune (Aalborg) _____
2. Nordjyllands Trafikselskab (NT) _____
3. Primaria Municipiului Iasi (Iasi) _____
4. Regia Autonoma de Transport Public Iasi (PTI) _____
5. Technical University (TUI) _____
6. Ayuntamiento de Donostia-San Sebastián (ADS) Ernesto Gasgo Gonzalo. Councillor of Mobility  _____
7. Compañía del Tranvia de San Sebastián S.A. (CTSS) _____
8. Grupo de Estudios y Alternativas 21, S.L. (GEA21) _____
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5. Technical University (TUI) _____

6. Ayuntamiento de Donostia-San Sebastián (ADS) _____

7. Compañía del Tranvia de San Sebastián S.A. (CTSS) _____

8. Grupo de Estudios y Alternatives 21, S.L. (GEA21) _____

Fdo. Gerardo Lertxundi Albeniz
Director Gerente

9. University of the Basque Country (UPV) _____

10. Instituto Vasco de Logistica /Logistkako Euskal Erakundea (IVL) _____

11. Brighton & Hove City Council (BHCC) _____

12. Brighton & Hove Bus and Coach Company Ltd. (BHBuses) _____

13. Statutarni Meto Usti Nad Labem (UNL) _____

14. Comune di Monza (Monza) _____

15. Project Automation (PA) _____

16. Trasporti Pubblici Monzesi (TPM) _____



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5. Technical University (TUI) _____
6. Ayuntamiento de Donostia-San Sebastián (ADS) _____
7. Compañía del Tranvia de San Sebastián S.A. (CTSS) _____
8. Grupo de Estudios y Alternativas 21, S.L. (GEA21) Isabela Velázquez *Isabela Velázquez* _____
9. University of the Basque Country (UPV) _____
10. Instituto Vasco de Logistica /Logistkako Euskal Erakundea (IVL) _____
11. Brighton & Hove City Council (BHCC) _____
12. Brighton & Hove Bus and Coach Company Ltd. (BHBuses) _____
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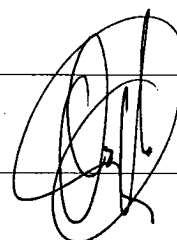
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7. Compañía del Tranvia de San Sebastián S.A. (CTSS) _____
8. Grupo de Estudios y Alternativas 21, S.L. (GEA21) _____
9. University of the Basque Country (UPV) Cristina Uricarte VICERRECTOR OF CAMPUS _____
10. Instituto Vasco de Logistica /Logistkako Euskal Erakundea (IVL) _____
11. Brighton & Hove City Council (BHCC) _____
12. Brighton & Hove Bus and Coach Company Ltd. (BHBuses) _____
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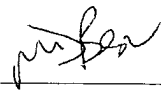
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1. (Co-ordinator) Aalborg Kommune (Aalborg)	_____	_____
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7. Compañía del Tranvía de San Sebastián S.A. (CTSS)	_____	_____
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9. University of the Basque Country (UPV)	_____	_____
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16. Trasporti Pubblici Monzesi (TPM)	_____	_____

Done in 16 copies

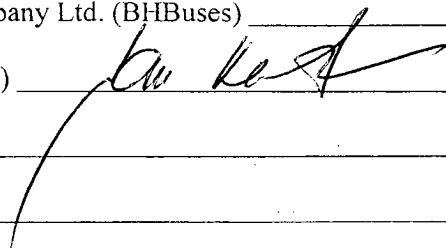
For the Beneficiaries	Signatures and Status	Dates
1. (Co-ordinator) Aalborg Kommune (Aalborg)	_____	_____
2. Nordjyllands Trafikselskab (NT)	_____	_____
3. Primaria Municipiului Iasi (Iasi)	_____	_____
4. Regia Autonoma de Transport Public Iasi (PTI)	_____	_____
5. Technical University (TUI)	_____	_____
6. Ayuntamiento de Donostia-San Sebastián (ADS)	_____	_____
7. Compañía del Tranvia de San Sebastián S.A. (CTSS)	_____	_____
8. Grupo de Estudios y Alternativas 21, S.L. (GEA21)	_____	_____
9. University of the Basque Country (UPV)	_____	_____
10. Instituto Vasco de Logistica /Logistkako Euskal Erakundea (IVL)	_____	_____
11. Brighton & Hove City Council (BHCC)	_____	_____
12. Brighton & Hove Bus and Coach Company Ltd. (BHBuses)	 MICHAEL BEST OPERATIONS DIRECTOR	_____
13. Statutarni Meto Usti Nad Labem (UNL)	_____	_____
14. Comune di Monza (Monza)	_____	_____
15. Project Automation (PA)	_____	_____
16. Trasporti Pubblici Monzesi (TPM)	_____	_____

Vyhotoveno v 16 exemplářích

Pro Příjemce

Podpisy a postavení

Data

1. (Koodinátor) Aalborg Kommune (Aalborg) _____
2. Nordjyllands Trafikselskab (NT) _____
3. Primaria Municipiului Iasi (Iasi) _____
4. Regia Autonoma de Transport Public Iasi (PTI) _____
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15. Project Automation (PA) _____
16. Transporti Pubblici Monzesi (TPM) _____

Tlumočnická doložka

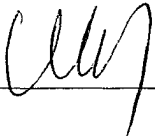
Jako soudní tlumočnice z jazyka anglického, německého a ruského, ustanovená Krajským soudem v Ústí nad Labem dne 15. 03.1993, zapsaná v seznamu soudních tlumočnicků pod číslem 1522 potvrzují, že překlad souhlasí s připojeným dokladem a je zapsán v Deníku znalce pod číslem 5351/297/2008 a byl předán v jednom vyhotovení. Znalečné a úhradu nákladů účtují podle příložené fakturace.

V Ústí nad Labem dne 9. 7. 2008

PaedDr. Jana Nová



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For the Beneficiaries	Signatures and Status	Dates
1. (Co-ordinator) Aalborg Kommune (Aalborg)	_____	_____
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12. Brighton & Hove Bus and Coach Company Ltd. (BHBuses)	_____	_____
13. Statutarni Meto Usti Nad Labem (UNL)	_____	_____
14. Comune di Monza (Monza)	IL DIRETTORE GENERALE Arch. Mauro Pozzani 	_____
15. Project Automation (PA)	_____	_____
16. Trasporti Pubblici Monzesi (TPM)	_____	_____

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12. Brighton & Hove Bus and Coach Company Ltd. (BHBuses)	_____	_____
13. Statutarni Meto Usti Nad Labem (UNL)	_____	_____
14. Comune di Monza (Monza)	PROJECT AUTOMATION S.p.A. L'Amministratore Delegato	_____
15. Project Automation (PA)	<i>Dott. F. Felippone</i>	_____
16. Trasporti Pubblici Monzesi (TPM)	_____	_____

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14. Comune di Monza (Monza)	_____	
15. Project Automation (PA)	TPM - MONZA Il Presidente CESARE GARIBOLDI	14 LUG. 2008
16. Trasporti Pubblici Monzesi (TPM)	