

**COMMISSION OF THE EUROPEAN COMMUNITIES  
DIRECTORATE-GENERAL INFORMATION SOCIETY**

The IST Programme

**Thematic Networks contract with one single principal contractor**

Key Action 4

Action Line: IST-2001-4.2.1

ECVISION

European Research Network for Cognitive AI-enabled Computer Vision Systems

Contract Number IST-2001-35454

**CONTRACT No IST-2001-35454**

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

of the one part

and

- **COMPUTER APPLIED TECHNIQUES LTD. (CAPTEC)** (*"the principal contractor"*), established in IRELAND - 3 ST . JAMES TERRACE, MALAHIDE, CO. DUBLIN, represented by its legal/statutory representative[s], MR. FREDERICK KENNEDY, MANAGING DIRECTOR or his/her/their authorized representative[s],

of the other part,

(collectively "*the contracting parties*")

HAVE AGREED to a project called "**European Research Network for Cognitive AI-enabled Computer Vision Systems**" consisting in a "thematic network" to be carried out in the framework of the specific programme for research, technological development and demonstration on a user-friendly information society (1998-2002), (the "IST Programme") (the "specific programme") according to the following provisions.

**Article 1 - Scope**

The *principal contractor*<sup>1</sup> shall carry out the work set out in Annex I to this contract **up to the last milestone as specified in Annex I** ("*the project*") in accordance with the conditions set out in this contract.

Subject to cases of *force majeure*, the *principal contractor* shall use reasonable endeavours to achieve the results aimed at by the *project*.

Without prejudice to the first paragraph, the *principal contractor* may entrust the performance of part of the work set out in Annex I to this contract to *members* in accordance with the conditions of Article 5 of Annex II to this contract. *Members* shall use reasonable endeavours to carry out the part of the work that is specifically assigned to them.

The *principal contractor* shall be technically and financially responsible for his *members* in accordance with the terms and conditions set out in Articles 5, 21 and 22 of Annex II to this contract and in the *membership agreements*.

**Article 2 - Duration**

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<sup>1</sup> The terms in italics are used in accordance with the definition given in Article 1 of Annex II to this contract.

1. The *duration of the project* shall be **36** months from **the first day of the month after the last signature of the contracting parties**.
2. This contract shall enter into force following its signature by all the *contracting parties*.

This contract shall be completed on the date of the final payment of the Community's financial contribution. However,

- Articles 5, 6 and 8 of this contract,
- Article 2(1), points (a), (e), (f) and (h), Article 3(4) and (5), Article 7, Articles 10 to 16, and Articles 20 and 21 of Annex II to this contract

shall continue to apply after that date subject to any limitations specified in those Articles.

### **Article 3 - Estimated costs and maximum financial contribution of the Community**

1. The total estimated *eligible costs* of the *project* are EUR **1.176.600** (ONE MILLION ONE HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED euro).
2. The Community shall fund the *eligible costs* of the *project* in accordance with the table of the indicative breakdown of the estimated *eligible costs* which follows the signatures affixed to this contract up to a maximum of EUR **1.176.600** (ONE MILLION ONE HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED euro).

Where the *eligible costs* of the *project* are lower than the total estimated *eligible costs* for the *project*, the Community's financial contribution shall be limited to the amount which results from the application of the percentages of the financial participation as laid down in the table of the indicative breakdown of estimated *eligible costs* which follows the signatures to this contract.

3. The Community's financial contribution to the *project* shall be paid as specified in Article 3 of Annex II to this contract to the *principal contractor's* following bank account:

Beneficiary name : **COMPUTER APPLIED TECHNIQUES CAPTEC**  
 Bank : **BANK OF IRELAND**  
 Address : **THE MALL**  
**MALAHIDE**  
**IRELAND**  
 Account Number : 90060752934294  
 Payment Reference .....IST-2001-35454

The initial advance for the *project* is fixed at EUR **470.640** (FOUR HUNDRED SEVENTY THOUSAND SIX HUNDRED FORTY euro).

The total amount of the initial advance and the periodic payments shall not exceed the maximum amount of the Community's financial contribution referred to in paragraph 2 of this Article, less a guarantee retention. The guarantee retention shall be 15% of the maximum amount of that contribution.

### **Article 4 – Project deliverables**

1. **2** copies of the reports and **3** copies of the cost statements required under this contract shall be submitted by the *principal contractor* in accordance with Article 4 of Annex II to this contract. The reports shall be in **English**.

Annex I to this contract shall determine the number of copies and the language of drafting of the other *project deliverables*.

2. The periodic and final report, the corresponding cost statements, including each integrated cost statement, shall cover successive periods of **6** months from the *project commencement date*.

Where the work is completed before the end of the *duration of the project*, the final report and the corresponding cost statement, including the integrated cost statement, shall cover the period ending on that date.

However, and without prejudice to the first or second subparagraph of this paragraph, the last cost statement of the *principal contractor* and the integrated cost statement shall also cover the period necessary for the drafting of the final report within the maximum time limit of two months as of the end of the *duration of the project*.

The other *project deliverables* shall cover the periods set out in Annex I to this contract.

#### **Article 5 - Applicable law and jurisdiction**

1. The law of **BELGIUM** shall govern this contract.
2. The Court of First Instance of the European Communities and, in the case of an appeal, the Court of Justice of the European Communities shall have sole jurisdiction to hear any disputes between the Community, on the one hand, and the *principal contractor*, on the other hand, as regards the validity, the application or any interpretation of this contract.

#### **Article 6 - Special conditions**

In addition to the special conditions set out in Annex III, the following special conditions shall apply to this contract:

- 6.1 On the date of signature of this contract, "*Associated States*" means Bulgaria, the Czech Republic, the Republic of Cyprus, Estonia, Hungary, Iceland, Israel, Latvia, Liechtenstein, Lithuania, Norway, Poland, Romania, Slovakia and Slovenia.

Subject to its final conclusion, the Association Agreement signed with the Swiss Confederation is expected to enter into force on 1 January 2001.

- 6.2 The second sentence of the second subparagraph of Article 3(1) point (b) of Annex II to this contract shall be replaced by the following: "When each periodic payment is made, an amount equivalent to the percentage of the total Community contribution paid as the initial advance shall be retained."
- 6.3 The following is added to Article 7 of Annex II to this contract: "The *participants* shall bear sole responsibility for assessing that the use of acronyms within the framework of this contract, including but not limited to the acronyms of the *project*, does not infringe existing trademarks, registered patents and other similar rights."

### **Article 7 - Amendments**

This contract, including the Annexes thereto, may be amended only by written agreement between the authorised representatives of the *contracting parties*. No verbal agreement may be binding on the *contracting parties* for this purpose.

Any request for amendment must be received by the Commission at least two months before the expiry of the *duration of the project*.

### **Article 8 - Final provisions**

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

Annex I - Description of work

Annex II - General conditions

Annex III - Special conditions for the IST Programme

2. In the event of any conflict between Annex I and any other provision of this contract, the latter shall take precedence.
3. The special conditions set out in Article 6 of and Annex III to this contract shall take precedence over any other provisions.

### **Article 9 - Signature and language of the contract**

Two copies of the contract in **English** shall be signed by the *contracting parties* and only that language version shall be authentic.

Done at Brussels,

On behalf of: **COMPUTER APPLIED TECHNIQUES LTD. (CAPTEC)**  
Name: MR. FREDERICK KENNEDY  
Title: MANAGING DIRECTOR

Signature:

(stamp of the organisation)

On behalf of the **Commission:**

Name: (written out in full)

Title:

Signature:

Date: