

EUROPEAN COMMISSION
RESEARCH DIRECTORATE-GENERAL

SP1-Cooperation

Collaborative project

Small or medium-scale focused research project

FP7-SSH-2009-A

Grant Agreement Number 244557

SustainCity

Micro-simulation for the prospective of sustainable cities in Europe

SSH-CT-2010-244557

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 244557

PROJECT TITLE SustainCity

Collaborative project

Small or medium-scale focused research project

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

and Eidgenössische Technische Hochschule Zürich, established in Raemistrasse 101, ZUERICH, 8092, Switzerland represented by Roman Boutellier, Vice-President Human Resources + Infrastructure or his authorised representative, the *beneficiary* acting as "*coordinator*" of the *consortium* (the "*coordinator*"), ("*beneficiary no. 1*"),

of the **other part**

HAVE AGREED to the following terms and conditions including those in the following annexes, which form an integral part of this *grant agreement* (the "*grant agreement*").

Annex I - Description of Work

Annex II - General conditions

Annex III - Non applicable

Annex IV - Form A - Accession of *beneficiaries* to the *grant agreement*

Annex V - Form B - Request for accession of a new *beneficiary* to the *grant agreement*

Annex VI - Form C - Financial statement per funding scheme

Annex VII - Form D - Terms of reference for the certificate on the financial statements and Form E
- Terms of reference for the certificate on the methodology

Article 1 - Accession to the *grant agreement* of the other *beneficiaries*

1. The *coordinator* shall endeavour to ensure that each legal entity identified below accedes to this *grant agreement* as a *beneficiary*, assuming the rights and obligations established by the *grant agreement* with effect from the date on which the *grant agreement* enters into force, by signing Form A in three originals, countersigned by the *coordinator*.

- **ECOLE NORMALE SUPERIEURE DE CACHAN**, established in Avenue du President Wilson 61, CACHAN, 94235, France represented by JEAN-YVES MERINDOL, Temporary Administrator of the ENS Cachan and/or JEAN-FRANCOIS ROCH, Joint Director of the ENS Cachan or their authorised representative ("*beneficiary no. 2*"),

- **INSTITUT NATIONAL D'ETUDES DEMOGRAPHIQUES**, established in Boulevard Davout 133, PARIS, 75980, France represented by Chantal Cases, Director and/or Françoise Depoid, Secretary General or their authorised representative ("*beneficiary no. 3*"),

- **UNIVERSITE CATHOLIQUE DE LOUVAIN**, established in Place De L'Universite 1, LOUVAIN-LA-NEUVE, 1348, Belgium represented by Bernard Coulie, Rector and/or Armand Spineux, Vice-Rector or their authorised representative ("*beneficiary no. 4*"),

- **KATHOLIEKE UNIVERSITEIT LEUVEN**, established in Oude Markt 13, LEUVEN, 3000, Belgium represented by Paul Van Dun, General Manager and/or Marleen Verlinden Marleen, Manager Finances or their authorised representative ("*beneficiary no. 5*"),

- **STRATEC SA**, established in Avenue A. Lacomblé 69-71, Brussels, 1130, Belgium represented by Hugues Duchâteau, Managing Director and/or Sylvie Gayda, Project manager or their authorised representative ("*beneficiary no. 6*"),

- **NATIONAL TECHNICAL UNIVERSITY OF ATHENS**, established in Heron Polytechniou 9, ATHENS, 15780, Greece represented by Yannis Polyzos, Vice Rector or his authorised representative ("*beneficiary no. 7*"),
- **TECHNISCHE UNIVERSITÄT BERLIN**, established in Straße des 17. Juni 135, BERLIN, 10623, Germany represented by Anette Schade, EC Liaison Officer and/or Lothar Bauch, Deputy Head of Research Administration Unit or their authorised representative ("*beneficiary no. 8*"),
- **ECOLE POLYTECHNIQUE FEDERALE DE LAUSANNE**, established in STATION 1 BATIMENT CE, LAUSANNE, 1015, Switzerland represented by Gérald Parisod, Director of research or his authorised representative ("*beneficiary no. 9*"),
- **UNIVERSITA COMMERCIALE 'LUIGI BOCCONI'**, established in Via Sarfatti 25, MILANO, 20136, Italy represented by Bruno Pavesi, Managing Director or his authorised representative ("*beneficiary no. 10*"),
- **University of Cergy Pontoise**, established in BOULEVARD DU PORT 33, Cergy-Pontoise, 95011, France represented by FRANCOISE MOULIN-CIVIL, President or her authorised representative ("*beneficiary no. 11*"),
- **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA BERKELEY**, established in SHATTUCK AVENUE 2150 SUITE 313, BERKELEY, 94720 5940, United States represented by Jyl Baldwin, Associate Director and/or Patricia Gates, Associate Director or their authorised representative ("*beneficiary no. 12*"),

All the *beneficiaries* together form the *consortium* (the "*consortium*").

2. The *coordinator* shall send to the *Commission* one duly completed and signed Form A per *beneficiary* at the latest 45 calendar days after the entry into force of the *grant agreement*. The two remaining signed originals shall be kept, one by the *coordinator* to be made available for consultation at the request of any *beneficiary*, and the other by the *beneficiary* concerned.

3. Should any legal entity identified above, fail or refuse to accede to the *grant agreement* within the deadline established in the previous paragraph, the *Commission* is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the *Commission*, within the time-limit to be fixed by the latter, appropriate solutions to ensure the implementation of the *project*. The procedure established in Annex II for amendments to this *grant agreement* will apply.

4. The *beneficiaries* are deemed to have concluded a *consortium agreement* (the "*consortium agreement*") regarding the internal operation and management of the *consortium*.

Article 2 - Scope

The *Union* has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *Micro-simulation for the prospective of sustainable cities in Europe (SustainCity)* (the "*project*") within the framework of the *SP1-Cooperation* and under the conditions laid down in this *grant agreement*.

Article 3 - Duration and start date of the project

The duration of the *project* shall be 36 months from 1st January 2010 (hereinafter referred to as the "*start date*").

Article 4 - Reporting periods and language of reports

The *project* is divided into reporting periods of the following duration:

- P1: from month 1 to month 18
- P2: from month 19 to the last month of the *project*.

Any report and deliverable, when appropriate, required by this *grant agreement* shall be in *English*.

Article 5 - Maximum financial contribution of the Union

1. The maximum financial contribution of *the Union* to the *project* shall be EUR 2,695,652.00 (*two million six hundred and ninety-five thousand six hundred and fifty-two EURO*). The actual financial contribution of *the Union* shall be calculated in accordance with the provisions of this *grant agreement*.

2. Details of the financial contribution of *the Union* are contained in Annex I to this *grant agreement* which includes:

- a table of the estimated breakdown of budget and financial contribution of *the Union* per activity to be carried out by each of the *beneficiaries* under the *project*. *Beneficiaries* are allowed to transfer budget between different activities and between themselves in so far as the work is carried out as foreseen in Annex I.

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

Name of account holder: Eidgenössische Technische Hochschule Zürich

Name of bank: Zürcher Kantonalbank

Account reference: CH0700700131500039136

Article 6 - Pre-financing

A *pre-financing* of EUR 1,617,391.00 (*one million six hundred and seventeen thousand three hundred and ninety-one EURO*) shall be paid to the *coordinator* within 45 days following the date of entry into force of this *grant agreement*. The *coordinator* shall distribute the *pre-financing* only to the *beneficiaries* who have acceded to the *grant agreement* and after the minimum number of *beneficiaries* required by the *Rules for Participation* as detailed in the call for proposals to which the *project* is related, have acceded to the *grant agreement*.

Beneficiaries hereby agree that the amount of EUR 134,782.60 (*one hundred and thirty-four thousand seven hundred and eighty-two EURO and sixty cents*), corresponding to the *beneficiaries'* contribution to the Guarantee Fund referred to in Article II.20 and representing 5% of the maximum financial contribution of *the Union* referred to in Article 5.1, is transferred in their name by the *Commission* from the *pre-financing* into the Guarantee Fund. However, *beneficiaries* are deemed to have received the full *pre-financing* referred to in the first indent and will have to justify it in accordance with the *grant agreement*.

Article 7 - Special clauses

The following special clauses apply to this *grant agreement*:

Special clause 39

In addition to Article II.30.4, *beneficiaries* shall deposit an electronic copy of the published version or the final manuscript accepted for publication of a scientific publication relating to *foreground* published before or after the final report in an institutional or subject-based repository at the moment of publication.

Beneficiaries are required to make their best efforts to ensure that this electronic copy becomes freely and electronically available to anyone through this repository:

- immediately if the scientific publication is published "open access", i.e. if an electronic version is also available free of charge via the publisher, or
- within 12 months of publication.

Article 8 - Communication

1. Any communication or request concerning the *grant agreement* shall identify the *grant agreement* number, the nature and details of the request or communication and be submitted to the following addresses:

For the *Commission*: European Commission
RTD
Dir L - Unit 02
B-1049 Brussels, Belgium

For the *coordinator*: Kay Axhausen
Eidgenössische Technische Hochschule Zürich
D-BAUG Departement Bau, Umwelt und Geomatik, Institut für Verkehrsplanung
und Transportsysteme
Wolfgang-Pauli-Strasse 15
Zürich 8093
Switzerland

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

For the *Commission*: RTD-SSH-FP7-DELIVERABLES@ec.europa.eu

For the *coordinator*: axhausen@ivt.baug.ethz.ch

3. In case of refusal of the notification or absence of the recipient, the *beneficiary* or the *consortium*, as the case may be, is deemed to have been notified on the date of the latest delivery, if notification to the *coordinator* has been sent to one of the addresses mentioned in paragraphs 1 and 2 and to their legal representative. Other *beneficiaries* are deemed to have been notified if notification has been sent to the address mentioned in Article 1.1.

4. Any communication or request relating to the processing of personal data (Article II.13) shall be submitted, using the address(es) for the *Commission* identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of Unit of Dir L - Unit 02.

Article 9 - Applicable law and competent court

The financial contribution of *the Union* is a contribution from *the Union* research budget with the aim to implement the 7th Research Framework Programme (FP7) and it is incumbent on the Commission to execute FP7. Accordingly, this *grant agreement* shall be governed by the terms of this *grant agreement*, the European Community and European Union acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other European Community and European Union law and, on a subsidiary basis, by the law of Belgium.

Furthermore the *beneficiary* is aware and agrees that the Commission may take a decision to impose pecuniary obligations, which shall be enforceable in accordance with Article 299 of the Treaty on the Functioning of the European Union and Articles 164 and 192 of the Treaty establishing the *European Atomic Energy Community*.

Notwithstanding the *Commission's* right to directly adopt the recovery decisions referred to in the previous paragraph, the General Court, or on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between *the Union* and any *beneficiary* concerning the interpretation, application or validity of this *grant agreement* and the validity of the decision mentioned in the second paragraph.

Article 10 - Application of the *grant agreement* provisions

Any provision of this part of the *grant agreement*, shall take precedence over the provisions of any of the Annexes. The provisions of Annex III shall take precedence over the provisions of Annex II, and both shall take precedence over the provisions of Annex I.

The special clauses set out in Article 7 shall take precedence over any other provisions of this *grant agreement*.

Article 11 - Entry into force of the *grant agreement*

This *grant agreement* shall enter into force after its signature by the coordinator and the *Commission*, on the day of the last signature.

Done in two originals in English.

For the *coordinator* done at ZUERICH

For the *Commission* done at Brussels

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Name of the legal entity

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Name of the legal representative

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Name of the legal representative

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Stamp of the organisation (if applicable)

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Signature of legal representative

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Signature of legal representative

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Date

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Date

FP7 GRANT AGREEMENT

ANNEX IV - FORM A - ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT

ECOLE NORMALE SUPERIEURE DE CACHAN, represented for the purpose hereof by JEAN-YVES MERINDOL, Temporary Administrator of the ENS Cachan, and/or JEAN-FRANCOIS ROCH, Joint Director of the ENS Cachan, or her/his/their authorised representative, established in Avenue du President Wilson 61, CACHAN, 94235, France acting as its legal authorised representative, hereby consents to become a *beneficiary* ("*beneficiary no. 2*") to *grant agreement* N° 244557 (relating to *project "Micro-simulation for the prospective of sustainable cities in Europe"*) concluded between the European Commission and Eidgenössische Technische Hochschule Zürich established in Raemistrasse - 101, ZUERICH, 8092, Switzerland and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **ECOLE NORMALE SUPERIEURE DE CACHAN**, the third being sent to the *Commission* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

ECOLE NORMALE SUPERIEURE DE
CACHAN

Eidgenössische Technische Hochschule Zürich

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FP7 GRANT AGREEMENT

ANNEX IV - FORM A - ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT

INSTITUT NATIONAL D'ETUDES DEMOGRAPHIQUES, represented for the purpose hereof by Chantal Cases, Director, and/or Françoise Depoid, Secretary General, or her/his/their authorised representative, established in Boulevard Davout 133, PARIS, 75980, France acting as its legal authorised representative, hereby consents to become a *beneficiary* ("*beneficiary no. 3*") to *grant agreement* N° 244557 (relating to *project "Micro-simulation for the prospective of sustainable cities in Europe"*) concluded between the European Commission and Eidgenössische Technische Hochschule Zürich established in Raemistrasse - 101, ZUERICH, 8092, Switzerland and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **INSTITUT NATIONAL D'ETUDES DEMOGRAPHIQUES**, the third being sent to the *Commission* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

INSTITUT NATIONAL D'ETUDES
DEMOGRAPHIQUES

Eidgenössische Technische Hochschule Zürich

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FP7 GRANT AGREEMENT

ANNEX IV - FORM A - ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT

KATHOLIEKE UNIVERSITEIT LEUVEN, represented for the purpose hereof by Paul Van Dun, General Manager, and/or Marleen Verlinden Marleen, Manager Finances, or her/his/their authorised representative, established in Oude Markt 13, LEUVEN, 3000, Belgium acting as its legal authorised representative, hereby consents to become a *beneficiary* ("*beneficiary no. 5*") to *grant agreement* N° 244557 (relating to *project "Micro-simulation for the prospective of sustainable cities in Europe"*) concluded between the European Commission and Eidgenössische Technische Hochschule Zürich established in Raemistrasse - 101, ZUERICH, 8092, Switzerland and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **KATHOLIEKE UNIVERSITEIT LEUVEN**, the third being sent to the *Commission* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

KATHOLIEKE UNIVERSITEIT LEUVEN

Eidgenössische Technische Hochschule Zürich

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FP7 GRANT AGREEMENT

ANNEX IV - FORM A - ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT

STRATEC SA, represented for the purpose hereof by Hugues Duchâteau, Managing Director, and/or Sylvie Gayda, Project manager, or her/his/their authorised representative, established in Avenue A. Lacomblé 69-71, Brussels, 1130, Belgium acting as its legal authorised representative, hereby consents to become a *beneficiary* ("*beneficiary no. 6*") to *grant agreement* N° 244557 (relating to *project "Micro-simulation for the prospective of sustainable cities in Europe"*) concluded between the European Commission and Eidgenössische Technische Hochschule Zürich established in Raemistrasse - 101, ZUERICH, 8092, Switzerland and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **STRATEC SA**, the third being sent to the *Commission* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

STRATEC SA

Eidgenössische Technische Hochschule Zürich

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FP7 GRANT AGREEMENT

ANNEX IV - FORM A - ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT

NATIONAL TECHNICAL UNIVERSITY OF ATHENS, represented for the purpose hereof by Yannis Polyzos, Vice Rector, or his authorised representative, established in Heroon Polytechneiou 9, ATHENS, 15780, Greece acting as its legal authorised representative, hereby consents to become a *beneficiary* ("*beneficiary no. 7*") to *grant agreement* N° 244557 (relating to *project "Micro-simulation for the prospective of sustainable cities in Europe"*) concluded between the European Commission and Eidgenössische Technische Hochschule Zürich established in Raemistrasse - 101, ZUERICH, 8092, Switzerland and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **NATIONAL TECHNICAL UNIVERSITY OF ATHENS**, the third being sent to the *Commission* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

NATIONAL TECHNICAL UNIVERSITY OF
ATHENS

Eidgenössische Technische Hochschule Zürich

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FP7 GRANT AGREEMENT

ANNEX IV - FORM A - ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT

TECHNISCHE UNIVERSITÄT BERLIN, represented for the purpose hereof by Anette Schade, EC Liaison Officer, and/or Lothar Bauch, Deputy Head of Research Administration Unit, or her/his/their authorised representative, established in Straße des 17. Juni 135, BERLIN, 10623, Germany acting as its legal authorised representative, hereby consents to become a *beneficiary* ("*beneficiary no. 8*") to *grant agreement* N° 244557 (relating to *project "Micro-simulation for the prospective of sustainable cities in Europe"*) concluded between the European Commission and Eidgenössische Technische Hochschule Zürich established in Raemistrasse - 101, ZUERICH, 8092, Switzerland and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **TECHNISCHE UNIVERSITÄT BERLIN**, the third being sent to the *Commission* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

TECHNISCHE UNIVERSITÄT BERLIN

Eidgenössische Technische Hochschule Zürich

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FP7 GRANT AGREEMENT

ANNEX IV - FORM A - ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT

ECOLE POLYTECHNIQUE FEDERALE DE LAUSANNE, represented for the purpose hereof by Gérald Parisod, Director of research, or his authorised representative, established in STATION 1 BATIMENT CE, LAUSANNE, 1015, Switzerland acting as its legal authorised representative, hereby consents to become a *beneficiary* ("*beneficiary no. 9*") to *grant agreement* N° 244557 (relating to *project "Micro-simulation for the prospective of sustainable cities in Europe"*) concluded between the European Commission and Eidgenössische Technische Hochschule Zürich established in Raemistrasse - 101, ZUERICH, 8092, Switzerland and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **ECOLE POLYTECHNIQUE FEDERALE DE LAUSANNE**, the third being sent to the *Commission* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

ECOLE POLYTECHNIQUE FEDERALE DE
LAUSANNE

Eidgenössische Technische Hochschule Zürich

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FP7 GRANT AGREEMENT

ANNEX IV - FORM A - ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT

UNIVERSITA COMMERCIALE 'LUIGI BOCCONI'., represented for the purpose hereof by Bruno Pavese, Managing Director, or his authorised representative, established in Via Sarfatti 25, MILANO, 20136, Italy acting as its legal authorised representative, hereby consents to become a *beneficiary* ("*beneficiary no. 10*") to *grant agreement* N° 244557 (relating to *project "Micro-simulation for the prospective of sustainable cities in Europe"*) concluded between the European Commission and Eidgenössische Technische Hochschule Zürich established in Raemistrasse - 101, ZUERICH, 8092, Switzerland and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **UNIVERSITA COMMERCIALE 'LUIGI BOCCONI'**., the third being sent to the *Commission* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

UNIVERSITA COMMERCIALE 'LUIGI BOCCONI'.

Eidgenössische Technische Hochschule Zürich

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FP7 GRANT AGREEMENT

ANNEX IV - FORM A - ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT

University of Cergy Pontoise, represented for the purpose hereof by FRANCOISE MOULIN-CIVIL, President, or her authorised representative, established in BOULEVARD DU PORT 33, Cergy-Pontoise, 95011, France acting as its legal authorised representative, hereby consents to become a *beneficiary* ("*beneficiary no. 11*") to *grant agreement* N° 244557 (relating to *project "Micro-simulation for the prospective of sustainable cities in Europe"*) concluded between the European Commission and Eidgenössische Technische Hochschule Zürich established in Raemistrasse - 101, ZUERICH, 8092, Switzerland and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **University of Cergy Pontoise**, the third being sent to the *Commission* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

University of Cergy Pontoise

Eidgenössische Technische Hochschule Zürich

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FP7 GRANT AGREEMENT

ANNEX IV - FORM A - ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA BERKELEY, represented for the purpose hereof by Jyl Baldwin, Associate Director, and/or Patricia Gates, Associate Director, or her/his/their authorised representative, established in SHATTUCK AVENUE 2150 SUITE 313, BERKELEY, 94720 5940, United States acting as its legal authorised representative, hereby consents to become a *beneficiary* ("*beneficiary no. 12*") to *grant agreement* N° 244557 (relating to *project "Micro-simulation for the prospective of sustainable cities in Europe"*) concluded between the European Commission and Eidgenössische Technische Hochschule Zürich established in Raemistrasse - 101, ZUERICH, 8092, Switzerland and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA BERKELEY**, the third being sent to the *Commission* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA BERKELEY

Eidgenössische Technische Hochschule Zürich

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