

COOPERATION AGREEMENT for an ACTION

(Agreement No. with the Commission 2006 – 4564 / 005 – 001 CPT-CPTUSA)

A cooperation agreement is hereby concluded between:

of the one part,

Budapest University of Technology and Economics, Budapest [BME] ("the principal contractor"), established in *Hungary*

and

Patrimoine - Ecole Royale Militaire, Brussels [RMA], established in *Belgium*,

of the other part,

(collectively "the parties") represented by their legal/statutory/authorized representatives.

In the framework of the *EU/US Cooperation Programme in Higher Education and Vocational Education and Training*, the *principal contractor* concluded the

Grant Agreement (No 2006 – 4564 / 005- 001 CPT – CPTUSA)

("the basic agreement") in December 2006 to carry out the action entitled *Atlantis STARS - Sensing Technology And Robotic Systems* ("the action") to realize a TRANSATLANTIC DEGREE CONSORTIUM PROJECT as requested by the Commission of the European Community.

The basic agreement and its Annexes I-V are incorporated in this cooperation agreement as Annex A.

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

Article 1 – Subject matter of the cooperation agreement

The purpose of this cooperation agreement is to enable the RMA to contribute, together with the principal contractor, to the implementation of the provisions of the basic agreement in accordance with the conditions provided for in this agreement.

Article 2 – Conditions

The parties to the cooperation agreement shall be bound *mutatis mutandis* by the conditions of the basic agreement and its Annexes which are an integral part of the agreement (Annex A), with the exception of those provisions of the basic agreement which concern only the principal contractor.

Article 3 - Scope

1. RMA shall perform its share of the work pursuant to this cooperation agreement and undertakes to do everything in his power together with the basic contractor to carry out the action as described in Annex I to the basic contract. The RMA shall cooperate with the principal contractor in order to ensure the efficient management of the project. The RMA shall, in particular, provide the principal contractor with the information that the project manager requires in order to carry out his duties including the production of Interim Reports and a Final

Report to the Commission according to the provisions of the basic agreement and its Annexes IV and V.

2. The work carried out by the partners may be the subject of checks and audits in accordance with Article II.19. of the basic agreement. The RMA provides all information to the principal contractor that may be required during those checks and audits.

Article 4 – Payments

1. RMA is denoted as Participating Institution No. 2. in all Annexes of the basic agreement.

1. The Community's financial contribution shall be paid to RMA by the principal contractor without undue delay, after receipt of the Community's financial contribution (including pre-financing payments) and in accordance with the estimated budget of the action as given in Annex II of the basic agreement and in accordance with the provisions of Articles I.3. and I.4. of the basic agreement.

2. Costs shall be charged by RMA in accordance with Annex II to the basic contract and in accordance with Part B – Financial Provisions of the basic agreement. Those costs may be the subject of a checks and audits by the Commission or the Court of Auditors in accordance with Article II.19 of the basic agreement.

Article 5 – Bank Account

Payments shall be made to the bank account of RMA or sub-account denominated in euro, as indicated bellow.

Bank name: Fortis Banque “Agence Jamblinne”

Bank address: place Jamblinne de Mieux, 18, B1030 Bruxelles, Belgique

Account holder: 679-0021301-58

Full account number (including bank codes): BE 95 6790 0213 0158 (IBAN)

IBAN account code: PCHQBEBB

Reference on payments: MSTA-PAT-ATLANTIS

This account or sub-account must identify the payments made by BME. If the funds paid to this account yield interest or equivalent benefits under the law of state on whose territory the account is opened, such interest or benefits shall, if they are generated by pre-financing payments, be recovered by the European Commission as specified in Article II.16.4. of the basic agreement.

Article 6 – Entry into force of the cooperation agreement

Subject to signature of the cooperation agreement on behalf of all the parties within five months of the date of commencement of the basic contract, the agreement shall enter into force retroactively from the date of commencement of the basic contract. If the cooperation agreement is signed on behalf of all the parties five months after the date of commencement of the basic contract, the agreement shall enter into force from the date of the last signature.

Article 7 – Completion, expiry or termination of the agreement

1. The work to be performed under the cooperation agreement shall be deemed to be completed on the date of approval by the Commission of the tasks to be performed by RMA under Annex I to the basic contract.

2. The cooperation agreement shall automatically terminate on the date of completion or termination of the basic contract.

3. The principal contractor may, with the written agreement of the Commission, or shall, at the written request of the Commission, immediately terminate the participation of a RMA if he fails to meet in full his contractual obligations pursuant to the basic contract or this cooperation agreement. The principal contractor shall determine, in a letter sent to RMA, the period of notice, which shall not exceed one month from the date of receipt of that letter.

4. Each party may terminate this agreement subject to two months' written notice.

Article 8 – Applicable law and jurisdiction

1. The law of the Republic of Hungary shall govern this cooperation agreement.

2. Jurisdiction: The Hungarian courts shall have sole jurisdiction

Article 9 – Amendments

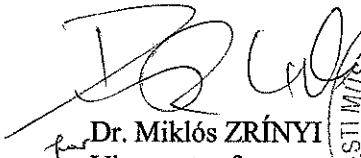


The cooperation agreement may be amended, with the prior written authorization of the Commission, only by written agreement between the authorized representatives of the parties.

Article 10 – Final provisions

1. The following Annexes are an integral part of this agreement:

Annex A: Basic agreement

2. The agreement shall be signed by the parties in 2 copies in ENGLISH and only that language version shall be authentic.

For the parties	Signature and title	Seal/stamp of the organization	Date
<i>Budapest University of Technology and Economics, Budapest, Hungary [BME]</i>	 Dr. Miklós ZRÍNYI Vice-rector for scientific and international affairs		/02/2007
Signed in Budapest.			
<i>Patrimoine - Ecole Royale Militaire, Brussels, Belgium [RMA]</i>	 M. SINGELE Lieutenant-General President		24/05/2007
Signed in Brussels.			