

GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

AGREEMENT NUMBER – 2006205

The Public Health Executive Agency (PHEA) (hereinafter referred to as "the Executive Agency"), acting under powers delegated by the Commission of the European Communities ("the Commission"), and represented for the purposes of signature of this agreement by Mr. Luc Briol, Director, or his duly authorised representative,

of the one part,

and

ISTITUTO NAZIONALE PER LE MALATTIE INFETTIVE, IRCCS "Lazzaro Spallanzani"
(INMI)
Via Portuense, 292
00149 ROMA
Italy

VAT number: IT6650300203364000000002372

hereinafter called "the co-ordinator", represented for the purposes of the signature of the present agreement by Dr. Laura PELLEGRINI, Director

and the following "co-beneficiaries":

- ASSISTANCE PUBLIQUE DES HOPITAUX DE PARIS, HOPITAL RAYMOND POINCARE – established in France
- KLINIKUM der JOHANN WOLFGANG GOETHE – UNIVERSITÄT FRANKFURT am MAIN – established in Germany
- HOSPITAL CLINIC I PROVINCIAL DE BARCELONA – established in Spain
- ROYAL FREE HOSPITAL, ROYAL FREE HAMSTEAD NHS TRUST – established in United Kingdom
- SOZIALMEDIZINISCHES ZENTRUM BAUMGARTNER HÖHE OTTO WAGNER SPITAL – established in Austria
- RIGSHOSPITALET INDGÅR I HOVEDSTADENS SYGEHUSFELLESKAB (RIGSHOSPITALET UNIVERSITY HOSPITAL) – established in Denmark
- HELSINGIN JA UUDENMAAN SAIRAANHOI TOPIRIN KUNTAYHTYMA (HELSINKI UNIVERSITY CENTRAL HOSPITAL) – established in Finland
- MATER PRIVATE HOSPITAL LIMITED – established in Ireland

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- ΚΕΝΤΡΟ ΕΛΕΓΧΟΥ ΕΙΔΙΚΩΝ ΛΟΙΜΩΞΕΩΝ, (HELLENIC CENTER FOR INFECTION DISEASE CONTROL) – established in Greece
- SAMODZIELNY PUBLICZNY ZAKLAD OPIEKI ZDROWOTNEJ WOJEWODZKI SZPITAL ZAKAZNY (HOSPITAL OF INFECTIOUS DISEASES) – established in Poland
- НАЦИОНАЛЕН ЦЕНТЪР ПО ЗАРАЗНИ И ПАРАЗИТНИ БОЛЕСТИ (NATIONAL CENTER OF INFECTIOUS AND PARASITIC DISEASES) – established in Bulgaria
- SAINT LUKE'S HOSPITAL – established in Malta
- KLINICNI CENTER LJUBLJANA ZAVOD (UNIVERSITY MEDIAL CENTRE LJUBLJANA) – established in
- CENTRE HOSPITALIER DE LUXEMBOURG – established in Luxembourg
- CENTRE HOSPITALIER REGIONAL DE MARSEILLE, ASSISTANCE PUBLIQUE DES HOPITAUX DE MARSEILLE– established in France

who have conferred powers of attorney for the purposes of the signature of the present agreement to the representative of the co-ordinator,

collectively “the beneficiaries”, and each individually identified as “beneficiary” for purposes of this agreement where a provision applies without distinction to the co-ordinator or a co-beneficiary

of the other part,

collectively "*the parties to the agreement*"

2. *Ant*

HAVE AGREED

the **Special Conditions, General Conditions and Annexes** below:

- Annex I** Description of the action [Technical Annex]
- Annex II** Estimated budget of the action (comprising a consolidated version together with a breakdown of costs and receipts between each beneficiary) [Financial Annex]
- Annex III** Technical implementation reports and financial statements to be submitted [Reporting objectives]
- Annex IV** Mandates conferring powers of attorney from the co-beneficiaries to the coordinator

which form an integral part of this agreement (“the agreement”).

The terms set out in the Special Conditions shall take precedence over those in the other parts of the agreement.

The terms of the General Conditions shall take precedence over those in the Annexes.

I – SPECIAL CONDITIONS

ARTICLE I.1 – PURPOSE OF THE GRANT

- I.1.1 The Executive Agency has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the Annexes to the agreement, which the beneficiaries hereby declare that they have taken note of and accept, for the action entitled “EUROPEAN NETWORK FOR HIGHLY INFECTIOUS DISEASES (EuroNHID)” (“*the action*”).
- I.1.2 The beneficiaries accept the grant and undertake to do everything in their power to carry out the action as described in Annex I, acting on their own responsibility.

ARTICLE I.2 – DURATION

- I.2.1 The agreement shall enter into force on the date when the last party signs.
- I.2.2 The action shall run for 36 months from July 1st 2007 (“*the starting date of the action*”)

ARTICLE I.3 – ROLE OF THE BENEFICIARIES

- I.3.1 The co-ordinator shall 'inter alia':
- a) have full responsibility for ensuring that the action is implemented in accordance with the agreement;
 - b) be the intermediary for all communication between the co-beneficiaries and the Executive Agency in accordance with Article I.8. Any claims that the Executive Agency might have in respect of the agreement shall be addressed to, and answered by, the co-ordinator, save where specifically stated otherwise in the agreement;
 - c) be responsible for supplying all documents and information to the Executive Agency which may be required under the agreement, in particular in relation to the requests for payment. The co-ordinator shall not delegate any part of this task to the co-beneficiaries or to any other party. Where information from the co-beneficiaries is required, the co-ordinator shall be responsible for obtaining and verifying this information and for passing it on to the Executive Agency;
 - d) inform the co-beneficiaries of any event of which the co-ordinator is aware that is liable to substantially affect the implementation of the action;
 - e) inform the Executive Agency of transfers between items of eligible costs, as provided in Article I.4.4;

- f) make the appropriate arrangements for providing the financial guarantee or the joint guarantee of the beneficiaries participating in the action, when requested, under the provisions of Article I.5;
- g) establish the payment requests on behalf of the beneficiaries, detailing the exact share and amount assigned to each beneficiary, in accordance with the agreement, the estimated eligible costs as foreseen in Annex II, and the actual costs incurred. All payments by the Executive Agency are made to the bank account(s) referred to in paragraph 1 of Article I.7;
- h) where designated the sole recipient of payments on behalf of all of the beneficiaries, ensure that all the appropriate payments are made to the co-beneficiaries without unjustified delay in accordance with paragraph 3 of Article I.7 and shall inform the Executive Agency of the distribution of the Community financial contribution between the co-beneficiaries and of the date of transfer;
- i) be responsible, in the event of audits, checks or evaluations, as described in Articles II.20 and II.6, for providing all the necessary documents, including the accounts of the co-beneficiaries, the original accounting documents and signed copies of sub-contracts, if any have been concluded by the beneficiaries in accordance with Article II.9.

I.3.2 The co-beneficiaries shall 'inter alia':

- a) agree upon appropriate arrangements between themselves for the proper performance of the action;
- b) forward to the co-ordinator the data needed to draw up the reports, financial statements and other documents provided for in the agreement including its Annexes;
- c) ensure that all information to be provided to the Executive Agency is sent via the co-ordinator, save where the agreement specifically stipulates otherwise;
- d) inform the co-ordinator immediately of any event liable to substantially affect or delay the implementation of the action of which they are aware;
- e) inform the co-ordinator of transfers between items of eligible costs, as provided in Article I.4.4;
- f) provide the co-ordinator with all the necessary documents in the event of audits, checks of evaluations, as described in Articles II.20 and II.6.

ARTICLE I.4 – BREAKDOWN OF COSTS – FINANCING THE ACTION

- I.4.1 The total cost of the action is estimated at **EUR 624,570.29** (six hundred twenty four thousand, five hundred seventy euros and twenty nine cents), as shown in the estimated budget in Annex II. The estimated budget shall give a detailed breakdown of the costs that are eligible for Community funding under the terms of Article II.14, of any other costs that the action may entail, and of all receipts, so that receipts and costs balance.

The estimated budget in Annex II shall include a table indicating the breakdown of estimated eligible costs and receipts between each beneficiary. The table shall be agreed collectively by the beneficiaries and shall be deemed to form an integral part of the estimated budget of the agreement.

- I.4.2 The total eligible costs of the action for which the Executive Agency grant is awarded are estimated at **EUR 624,570.29** (six hundred twenty four thousand, five hundred seventy euros and twenty nine cents), as shown in the estimated budget in Annex II.

Indirect costs are eligible for flat-rate funding up to a maximum of 7 % of the total direct costs eligible, subject to the conditions laid down in Article II.14.3.

- I.4.3 The Executive Agency shall contribute a maximum of **EUR 374,742.17** (three hundred seventy four thousand, seven hundred forty two euros and seventeen cents), equivalent to **60%** of the estimated total eligible costs indicated in Article I.4.2. The final amount of the grant shall be determined as specified in Article II.17, without prejudice to Article II.20.

The Community grant may not finance the entire costs of the action. The amounts and sources of co-financing other than from Community funds shall be set out in the estimated budget referred to in Article I.4.1.

- I.4.4 By way of derogation from Article II.13, the co-ordinator may, in agreement with the co-beneficiaries, when carrying out the action, adjust the estimated budget by transfers between items of eligible costs, provided that this adjustment of expenditure does not affect the implementation of the action and the transfer between items does not exceed **20%** of the amount of each item of estimated eligible costs for which the transfer is intended, and without exceeding the total eligible costs indicated in Article I.4.2. The co-ordinator shall inform the Executive Agency in writing.

ARTICLE I.5 – PAYMENT ARRANGEMENTS

- I.5.1 Pre-financing:

Within 45 days of the starting date of the action, a pre-financing payment of **EUR 112,422.65** (one hundred twelve thousand, four hundred twenty two euros and sixty five cents) shall be made to the co-ordinator, representing **30%** of the amount specified in Article I.4.3.

- I.5.2 Further pre-financing payments:

Pre-financing may be paid in several instalments. In that case, payment of each further instalment to the co-ordinator may not be made until at least 30% of the previous pre-financing payment has been used up. Where the consumption of the previous pre-financing is less than 70%, the amount of the new pre-financing payment shall be reduced by the unused amounts of the previous pre-financing.

Every request for payment of a further pre-financing instalment must be accompanied by the documents specified in Article II.15.2.