

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

1 *Am*

- 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.

Within 45 days after the Executive Agency receives and approves the request for payment of a 1st further instalment, together with the documents referred to in the previous subparagraph, a pre-financing payment of **EUR 74,948.43** (seventy four thousand, nine hundred forty eight euros and forty three cents) shall be made to the co-ordinator, equivalent to **20%** of the amount specified in Article I.4.3.

Within 45 days after the Executive Agency receives and approves the request for payment of a 2nd further instalment, together with the documents referred to in the previous subparagraph, a pre-financing payment of **EUR 74,948.43** (seventy four thousand, nine hundred forty eight euros and forty three cents) shall be made to the co-ordinator, equivalent to **20%** of the amount specified in Article I.4.3.

The period for payment referred to in the previous sub-paragraph of this article may be suspended by the Executive Agency in accordance with the procedure in Article II.16.2.

I.5.3 Payment of the balance:

The request for payment of the balance shall be accompanied by the documents specified in Article II.15.4.

The Executive Agency shall have 45 days to approve or reject the technical implementation report and the final financial statement or to request additional supporting documents or information under the procedure laid down in Article II.15.4. In that case, the co-ordinator shall have 20 days to submit the additional information or a new report.

A payment representing the balance of the grant determined in accordance with Article II.17 shall be made to the co-ordinator within 45 days following approval by the Executive Agency of the technical implementation report accompanying the request for payment of the balance. The Executive Agency may suspend the period for payment in accordance with the procedure in Article II.16.2.

ARTICLE I.6 – SUBMISSION OF REPORTS AND OTHER DOCUMENTS

The provisions relating to the submission of the technical implementation reports, financial statements and other documents referred to in Article I.5 are contained in Annex III.

The technical implementation reports, financial statements and other documents referred to in Article I.5 must be submitted by the co-ordinator in 2 copies in English on the following dates:

- Interim reports and other documents related to a request for the 1st further pre-financing as specified in Article I.5.2. before **31/08/2008**, covering the period from 01/07/2007 to 30/06/2008;
- Interim reports and other documents related to a request for a 2nd further pre-financing as specified in Article I.5.2. before **31/08/2009**, covering the period from 01/07/2008 to 30/06/2009;
- Final reports and other documents related to a request for payment of the balance as specified in Article I.5.3. before **31/08/2010** covering the whole project duration.

ARTICLE I.7 – BANK ACCOUNT

I.7.1 All payments shall be made to the co-ordinator's bank account or sub-account denominated in euro, as indicated below:

Name of bank:	BANCA DI ROMA SPA
Address of the branch:	VIA PORTUENSE, 292 IT – 00149 ROMA
Denomination of the account holder:	Istituto Nazionale per le Malattie Infettive IRCSS "Lazzaro Spallanzani"
Full account number (including bank codes):	BROMITR1064 2372
IBAN account code:	IT66S0300203364000000002372

I.7.2. This account or sub-account must identify the payments made by the Executive Agency for carrying out the action for which the grant is awarded. If the funds paid to this account yield interest or equivalent benefits under the law of the 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 Executive Agency as specified in Article II.16.4.

I.7.3. Within 45 days of the day on which the bank account under I.7.1 has been credited, the co-ordinator shall transfer to each co-beneficiary the amounts corresponding to their participation in the action in accordance with their pro rata share of the estimated costs as defined in the breakdown in Annex II when pre-financing payments are made, and their share of validated costs actually incurred when other payments are made.

ARTICLE I.8 – GENERAL ADMINISTRATIVE PROVISIONS

I.8.1. Any communication in connection with the agreement shall be in writing, indicating the number of the agreement, the title and acronym of the action and shall be sent to the following addresses:

For the Executive Agency:

Technical reports, requests for payment and any other correspondence must be addressed to:

Public Health Executive Agency (PHEA)
Scientific Unit
HITEC 0/071
L-2920 Luxembourg
Phea@ec.europa.eu

Ordinary mail shall be considered to have been received by the Executive Agency on the date on which it is formally registered by the Executive Agency unit responsible referred to above.

For the co-ordinator:

Dr. Giuseppe IPPOLITO

Scientific Director

INMI

Via Portuense, 292

IT – 00149 ROMA

Telephone +39 06 55170700

Fax +39 06 5594224

Email address ippolito@inmi.it

- I.8.2 Any communication from the Executive Agency to the co-ordinator and/or co-beneficiaries and vice versa shall be made via the co-ordinator, save where specifically indicated otherwise in the agreement.

ARTICLE I.9 – LAW APPLICABLE AND COMPETENT COURT

The grant is governed by the terms of the agreement, the Community rules applicable and, on a subsidiary basis, by the law of Luxembourg relating to grants.

The beneficiaries may bring legal proceedings regarding decisions by the Executive Agency concerning the application of the provisions of the agreement and the arrangements for implementing it before the Court of First Instance of the European Communities and, in the event of appeal, the Court of Justice of the European Communities.

ARTICLE I.10 – FURTHER SPECIFIC CONDITIONS

The following special conditions apply to this agreement:

- I.10.1 The beneficiary shall submit the payment requests in accordance with article I.4, including the underlying financial statements, in euro. By way of derogation from Article II.16.1, any conversion of actual costs into euro shall be made by the beneficiary at the monthly accounting rate established by the Commission and published on its website for the first day of the month following the end of the reporting period¹.
- I.10.2 Without prejudice to Article II.3.2, the beneficiaries grant the Executive Agency and the Commission the right to publish results and reports in hard copy or electronic form.
- I.10.3 Without prejudice to Article II.5.1, unless the Executive Agency requests or agrees otherwise, all communications or publications by the beneficiaries collectively or one of the beneficiary individually, which are related to the action, including conferences, seminars, videos, electronic communications or printed matter shall include the following statement: “This *[insert appropriate description, e.g. publication, conference, etc.]* arises from the project *[insert project title]* which has received funding from the European Union, in the framework of the Public Health Programme.”

¹ <http://ec.europa.eu/budget/inforeuro/index.cfm?fuseaction=home&Language=en>

II – GENERAL CONDITIONS

PART A – LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 – LIABILITY

- II.1.1 The beneficiaries shall be responsible for complying with any legal obligations incumbent on them.
- II.1.2 The Executive Agency shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to any damage caused during the action's execution. Consequently, the Executive Agency will not entertain any request for indemnity or reimbursement accompanying any such claim.
- II.1.3 Except in cases of force majeure, the beneficiaries shall make good any damage sustained by the Executive Agency as a result of the execution or faulty execution of the action.
- II.1.4 The beneficiaries shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the action is being carried out.

ARTICLE II.2 – CONFLICT OF INTERESTS

The beneficiaries undertake to take all the necessary measures to prevent any risk of conflicts of interests which could affect the impartial and objective performance of the agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

Any situation constituting or likely to lead to a conflict of interests during the performance of the agreement must be brought to the attention of the Executive Agency, in writing, without delay. The beneficiaries shall undertake to take whatever steps are necessary to rectify this situation at once. The Executive Agency reserves the right to check that the measures taken are appropriate and may demand that the beneficiaries take additional measures, if necessary, within a certain time.

ARTICLE II.3 – OWNERSHIP/USE OF THE RESULTS

- II.3.1 Unless stipulated otherwise in the agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it shall be vested in the beneficiaries.
- II.3.2 Without prejudice to paragraph 1, the beneficiaries grant the Executive Agency the right to make free use of the results of the action as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

ARTICLE II.4 – CONFIDENTIALITY

The Executive Agency and the beneficiaries undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

ARTICLE II.5 – PUBLICITY

II.5.1 Unless the Executive Agency requests otherwise, any communication or publication by the beneficiaries collectively or any one of the beneficiaries individually about the action, including at a conference or seminar, shall indicate that the action has received funding from the Community.

Any communication or publication by the beneficiaries collectively or any one of the beneficiaries individually, in any form and medium, shall indicate that sole responsibility lies with the author and that the Executive Agency is not responsible for any use that may be made of the information contained therein.

II.5.2 The beneficiaries authorise the Executive Agency to publish the following information in any form and medium, including via the Internet:

- the beneficiaries' names and addresses,
- the subject and purpose of the grant,
- the amount granted and the proportion of the action's total cost covered by the funding.

Upon a reasoned and duly substantiated request by the co-ordinator, the Executive Agency may agree to forgo such publicity if disclosure of the information indicated above would risk compromising the beneficiaries' security or prejudicing their commercial interests.

ARTICLE II.6 – EVALUATION

Whenever the Commission carries out an interim or final evaluation of the action's impact measured against the objectives of the Community programme concerned, the co-ordinator with the support of the co-beneficiaries undertake to make available to the Commission and/or persons authorised by it all such documents or information as will allow the evaluation to be successfully completed and to give them the rights of access specified in Article II.20.

ARTICLE II.7 – SUSPENSION

II.7.1 The co-ordinator, in agreement with the co-beneficiaries, may suspend implementation of the action if exceptional circumstances make this impossible or excessively difficult, notably in the event of force majeure. The co-ordinator shall inform the Executive Agency without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

- II.7.2 If the Executive Agency does not terminate the agreement under Article II.11.3, the beneficiaries shall resume implementation of the action as initially planned once circumstances allow and the co-ordinator shall inform the Executive Agency accordingly. The duration of the action might be extended by a period equivalent to the length of the suspension. In accordance with Article II.13, a supplementary written agreement shall be concluded to extend the duration of the action and to make any amendments that may be necessary to adapt the action to the new implementing conditions.

ARTICLE II.8 – FORCE MAJEURE

- II.8.1 Force majeure shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents them from fulfilling any of their obligations under the agreement, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to force majeure), labour disputes, strikes or financial difficulties cannot be invoked as force majeure by the defaulting party.
- II.8.2 A party faced with force majeure shall inform the other party without delay by registered letter with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects.
- II.8.3 The party faced with force majeure shall not be held in breach of his obligations under the agreement if he's prevented from fulfilling them by force majeure. The parties shall make every effort to minimise any damage due to force majeure.
- II.8.4 The action may be suspended in accordance with Article II.7.

ARTICLE II.9 – AWARD OF CONTRACTS

- II.9.1 If the beneficiaries have to conclude contracts in order to carry out the action and they constitute costs of the action under an item of eligible direct costs in the estimated budget, they shall seek competitive tenders from potential contractors and award the contract to the bid offering best value for money; in doing so they shall observe the principles of transparency and equal treatment of potential contractors and shall take care to avoid any conflict of interests.
- II.9.2 Contracts as referred to in paragraph 1 may be awarded only in the following cases:
- a) they may only cover the execution of a limited part of the action;
 - b) recourse to the award of contracts must be justified having regard to the nature of the action and what is necessary for its implementation;
 - c) the tasks concerned must be set out in Annex I and the corresponding estimated costs must be set out in detail in the budget in Annex II;
 - d) any recourse to the award of contracts while the action is under way, if not provided for in the initial grant application, shall be subject to prior written authorisation by the Executive Agency;

