

SEVENTH FRAMEWORK PROGRAMME OF THE
EUROPEAN UNION

RESEARCH EXECUTIVE AGENCY

SP3-People

Support for training and career development of researchers
(Marie Curie)

Networks for Initial Training (ITN)

FP7-PEOPLE-2010-ITN

Grant Agreement Number 264417

EngCaBra

Biomedical engineering for cancer and brain disease diagnosis and
therapy development

PITN-GA-2010-264417

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 264417

MULTI-BENEFICIARY

PROJECT TITLE EngCaBra

Support for training and career development of researchers (Marie Curie)

Networks for Initial Training (ITN)

The Research Executive Agency (the "REA"), acting under powers delegated by the European Commission (the "Commission")

of the one part,

and TECHNISCHE UNIVERSITAET WIEN, established in Karlsplatz 13, WIEN, 1040, Austria represented by Gottfried Magerl, Dean and/or Sabine Seidler, Vice Rector for Research or their 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 related to Support for training and career development of researchers (Marie Curie)

Annex III - Specific Provisions related to Support for training and career development of researchers (Marie Curie)

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.

- Eidgenössische Technische Hochschule Zürich, established in Raemistrasse 101, ZUERICH, 8092, Switzerland represented by Roland Siegwart, Vice President Research and Corporate Relations and/or Roman Boutellier, Vice President Human Resources and Infrastructure or their authorised representative ("beneficiary no. 2"),

- DANMARKS TEKNISKE UNIVERSITET, established in Anker Engelundsvej 1, Building 101A, KONGENS LYNGBY, 2800, Denmark represented by Claus Nielsen, University Director and/or Lars Pallesen, Rector or their authorised representative ("beneficiary no. 3"),
- VIROLOGICKY USTAV SLOVENSKEJ AKADEMIE VIED, established in Dubravska Cesta 9, BRATISLAVA, 84505, Slovakia represented by Juraj Kopacek, Director and/or Ludovit Skultety, Deputy Director or their authorised representative ("beneficiary no. 4"),
- MEDIZINISCHE UNIVERSITAET WIEN, established in Spitalgasse 23, WIEN, 1090, Austria represented by Wolfgang Schuetz, Rector or his authorised representative ("beneficiary no. 5"),
- Københavns Universitet, established in Nørregade 10, KØBENHAVN K, 1017, Denmark represented by Jørgen Honoré, University Director and/or Karen Laigaard, Vice President or their authorised representative ("beneficiary no. 6"),
- XENSOR INTEGRATION BV, established in Distributieweg 28, Delfgauw , 2645EJ , Netherlands represented by Floor van Herwaarden, Managing Director or his authorised representative ("beneficiary no. 7"),
- F. HOFFMANN-LA ROCHE AG , established in GRENZACHERSTRASSE 124, BASEL, 4070, Switzerland represented by Christer Nordstedt, Head of Preclinical CNS Research or his authorised representative ("beneficiary no. 8"),

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

2. The coordinator shall send to the REA 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 REA is no longer bound by its offer to the said legal entity(ies). The consortium may propose to the REA, 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.

Article 2 - Scope

The European Union ("the Union"), has decided to grant a financial contribution for the implementation of the project as specified in Annex I, called Biomedical engineering for cancer and brain disease diagnosis and therapy development (EngCaBra) (the "project") within the framework of the SP3-People 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 48 months from 1st April 2011 (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 24
- P2: from month 25 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 3,496,556.00 (three million four hundred and ninety -six thousand five hundred and fifty -six 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: Technische Universität Wien

Name of bank: Bank Austria UniCredit Group

Account reference: AT421200051430366701

Article 6 - Pre-financing

A pre-financing of EUR 2,272,761.00 (two million two hundred and seventy -two thousand seven hundred and sixty -one EURO) shall be paid to the coordinator within 45 days following the start date of the project. 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 174,827.80 (one hundred and seventy -four thousand eight hundred and twenty -seven EURO and eighty cents), corresponding to the beneficiaries' contribution to the Guarantee Fund referred to in Article II.19 and representing 5% of the maximum financial contribution of the Union referred to in Article 5.1, is transferred in their name by the REA 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 5bis

1. A project review shall be held at a mid-term stage.

2. At least two months before the date of the review the REA shall communicate to the consortium in accordance with Article 8, the modalities of the project review, including, where appropriate, any meeting it may propose to convene and that it may request the consortium to organise. Each beneficiary is requested by the REA to attend such meeting in accordance with Article II.3.g.

Costs incurred by the consortium in relation to the project review shall be eligible under the activity referred to in Article II.15.5.

3. The project review shall be made on the basis of the satisfactory completion of due deliverables, milestones listed in Annex I as well as on the progress reported in the periodic report for the period considered.

Special clause 15

1. The beneficiary(ies) shall provide the REA with a written confirmation that it has received (a) favourable opinion(s) of the relevant ethics committee(s) and, if applicable, the regulatory approval(s) of the competent national or local authority(ies) in the country in which the research is to be carried out before beginning any REA approved research requiring such opinions or approvals. The copy of the official approval from the relevant national or local ethics committees must also be provided to the REA.

2. The beneficiary(ies) shall ensure that, where an ethical review has been carried out by the REA or the Commission, the research carried out under the project fully complies with the following additional requirements resulting from the ethical review:

"Refer to Annex I - Part B4 "ethical issues" for the presentation of the requirements".

Special clause 16

1. The beneficiary(ies) shall provide the Commission with a statement confirming that it has received (a) favourable opinion(s) of the relevant ethics committee(s) and, if applicable, the regulatory approval of the competent national authority(ies) in the country concerned before beginning any biomedical research involving human beings.

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 REA: Research Executive Agency
Marie Curie - Host Driven Actions
COV 2, B-1049 Brussels, Belgium

For the coordinator: Michael Vellekoop
TECHNISCHE UNIVERSITAET WIEN
Institute of Sensor and Actuator Systems
Gusshausstrasse -27-29
Vienna -A1040
Austria

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

For the REA: <http://ec.europa.eu/research/participants/portal/appmanager/participants/portal>

For the coordinator: vellekoop@tuwien.ac.at

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 REA identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of Unit of Marie Curie - Host Driven Actions.

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 and the REA 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.

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 REA, on the day of the last signature.

Done in two originals in English.

For the coordinator done at WIEN

For the REA 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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Stamp of the organisation (if applicable)

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Signature of legal representative

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Date

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Name of the legal representative

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Signature of legal representative

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Date

FP7 GRANT AGREEMENT

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

Eidgenössische Technische Hochschule Zürich, represented for the purpose hereof by Roland Siegwart, Vice President Research and Corporate Relations, and/or Roman Boutellier, Vice President Human Resources and Infrastructure, or her/his/their authorised representative, established in Raemistrasse 101, ZUERICH, 8092, Switzerland acting as its legal authorised representative, hereby consents to become a beneficiary ("beneficiary no. 2") to grant agreement N° 264417 (relating to project "Biomedical engineering for cancer and brain disease diagnosis and therapy development") concluded between the Research Executive Agency (REA) and TECHNISCHE UNIVERSITAET WIEN established in Karlsplatz - 13, WIEN, 1040, Austria 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 Eidgenössische Technische Hochschule Zürich, the third being sent to the REA by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

Eidgenössische Technische Hochschule Zürich

TECHNISCHE UNIVERSITAET WIEN

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Name of legal representative(s)

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Name of legal representative(s)

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Signature of legal representative(s)

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Signature of legal representative(s)

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FP7 GRANT AGREEMENT

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

DANMARKS TEKNISKE UNIVERSITET, represented for the purpose hereof by Claus Nielsen, University Director, and/or Lars Pallesen, Rector, or her/his/their authorised representative, established in Anker Engelundsvej 1, Building 101A, KONGENS LYNGBY, 2800, Denmark acting as its legal authorised representative, hereby consents to become a beneficiary ("beneficiary no. 3") to grant agreement N° 264417 (relating to project "Biomedical engineering for cancer and brain disease diagnosis and therapy development") concluded between the Research Executive Agency (REA) and TECHNISCHE UNIVERSITAET WIEN established in Karlsplatz - 13, WIEN, 1040, Austria 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 DANMARKS TEKNISKE UNIVERSITET, the third being sent to the REA by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

DANMARKS TEKNISKE UNIVERSITET

TECHNISCHE UNIVERSITAET WIEN

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Name of legal representative(s)

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Name of legal representative(s)

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Signature of legal representative(s)

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Signature of legal representative(s)

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Date

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Stamp of the organisation

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FP7 GRANT AGREEMENT

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

VIROLOGICKY USTAV SLOVENSKEJ AKADEMIE VIED, represented for the purpose hereof by Juraj Kopacek, Director, and/or Ludovit Skultety, Deputy Director, or her/his/their authorised representative, established in Dubravska Cesta 9, BRATISLAVA, 84505, Slovakia acting as its legal authorised representative, hereby consents to become a beneficiary ("beneficiary no. 4") to grant agreement N° 264417 (relating to project "Biomedical engineering for cancer and brain disease diagnosis and therapy development") concluded between the Research Executive Agency (REA) and TECHNISCHE UNIVERSITAET WIEN established in Karlsplatz - 13, WIEN, 1040, Austria 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 VIROLOGICKY USTAV SLOVENSKEJ AKADEMIE VIED, the third being sent to the REA by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

VIROLOGICKY USTAV SLOVENSKEJ
AKADEMIE VIED

TECHNISCHE UNIVERSITAET WIEN

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Name of legal representative(s)

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Name of legal representative(s)

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Signature of legal representative(s)

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Signature of legal representative(s)

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FP7 GRANT AGREEMENT

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

MEDIZINISCHE UNIVERSITAET WIEN, represented for the purpose hereof by Wolfgang Schuetz, Rector, or his authorised representative, established in Spitalgasse 23, WIEN, 1090, Austria acting as its legal authorised representative, hereby consents to become a beneficiary ("beneficiary no. 5") to grant agreement N° 264417 (relating to project "Biomedical engineering for cancer and brain disease diagnosis and therapy development") concluded between the Research Executive Agency (REA) and TECHNISCHE UNIVERSITAET WIEN established in Karlsplatz - 13, WIEN, 1040, Austria 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 MEDIZINISCHE UNIVERSITAET WIEN, the third being sent to the REA by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

MEDIZINISCHE UNIVERSITAET WIEN

TECHNISCHE UNIVERSITAET WIEN

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Name of legal representative(s)

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Signature of legal representative(s)

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Signature of legal representative(s)

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Date

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FP7 GRANT AGREEMENT

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

Københavns Universitet, represented for the purpose hereof by Jørgen Honoré, University Director, and/or Karen Laigaard, Vice President, or her/his/their authorised representative, established in Nørregade 10, KØBENHAVN K, 1017, Denmark acting as its legal authorised representative, hereby consents to become a beneficiary ("beneficiary no. 6") to grant agreement N° 264417 (relating to project "Biomedical engineering for cancer and brain disease diagnosis and therapy development") concluded between the Research Executive Agency (REA) and TECHNISCHE UNIVERSITAET WIEN established in Karlsplatz - 13, WIEN, 1040, Austria 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 Københavns Universitet, the third being sent to the REA by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

Københavns Universitet

TECHNISCHE UNIVERSITAET WIEN

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Name of legal representative(s)

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FP7 GRANT AGREEMENT

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

XENSOR INTEGRATION BV, represented for the purpose hereof by Floor van Herwaarden, Managing Director, or his authorised representative, established in Distributieweg 28, Delfgauw, 2645EJ, Netherlands acting as its legal authorised representative, hereby consents to become a beneficiary ("beneficiary no. 7") to grant agreement N° 264417 (relating to project "Biomedical engineering for cancer and brain disease diagnosis and therapy development") concluded between the Research Executive Agency (REA) and TECHNISCHE UNIVERSITAET WIEN established in Karlsplatz - 13, WIEN, 1040, Austria 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 XENSOR INTEGRATION BV, the third being sent to the REA by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

XENSOR INTEGRATION BV

TECHNISCHE UNIVERSITAET WIEN

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FP7 GRANT AGREEMENT

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

F. HOFFMANN-LA ROCHE AG , represented for the purpose hereof by Christer Nordstedt, Head of Preclinical CNS Research, or his authorised representative, established in GRENZACHERSTRASSE 124, BASEL, 4070, Switzerland acting as its legal authorised representative, hereby consents to become a beneficiary ("beneficiary no. 8") to grant agreement N° 264417 (relating to project "Biomedical engineering for cancer and brain disease diagnosis and therapy development") concluded between the Research Executive Agency (REA) and TECHNISCHE UNIVERSITAET WIEN established in Karlsplatz - 13, WIEN, 1040, Austria 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 F. HOFFMANN-LA ROCHE AG , the third being sent to the REA by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

F. HOFFMANN-LA ROCHE AG

TECHNISCHE UNIVERSITAET WIEN

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