

COMMISSION OF THE EUROPEAN COMMUNITIES

RESEARCH DIRECTORATE-GENERAL

SP1-Cooperation

Collaborative project

Small or medium-scale focused research project

FP7-HEALTH-2009-single-stage

Grant Agreement Number 241595

Euprimecare

Quality and costs of primary care in Europe

HEALTH-F2-2009-241595

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 241595

PROJECT TITLE Euprimecare

Collaborative project

Small or medium-scale focused research project

The **European Community** (the "*Community*"), represented by the **Commission of the European Communities** (the "*Commission*"),

of the **one part**,

and INSTITUTO DE SALUD CARLOS III, established in CALLE SINESIO DELGADO 4-6, MADRID, 28029, Spain represented by José Jerónimo Navas, Director and/or Inmaculada Pastor, Secretary General 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

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*.

• **UNIVERSITAET BIELEFELD**, established in UNIVERSITAETSSTRASSE 25, BIELEFELD, 33615, Germany represented by Ulrike Garus, Head of Research Administration and/or Iris Litty, EU-project manager or their authorised representative ("*beneficiary no. 2*"),

• **TARTU ULIKOOL**, established in ULIKOOLI 18, TARTU, 50090, Estonia represented by KRISTJAN HALLER, VICE RECTOR FOR RESEARCH or his authorised representative ("*beneficiary no. 3*"),

• **EGESZSEGUGYI STRATEGIAI KUTATOINTEZET ESKI**, established in ARANY JÁNOS UTCA 6-8, BUDAPEST, H-1051, Hungary represented by GYULA KINCSES, DIRECTOR GENERAL or his authorised representative ("*beneficiary no. 4*"),

• **TERVEYDEN JA HYVINVOINNIN LAITOS**, established in MANNERHEIMINTIE 166, HELSINKI, 00300, Finland represented by Pekka Puska, Director General and/or Juhani Eskola, Deputy Director General or their authorised representative ("*beneficiary no. 5*"),

• **KAUNO MEDICINOS UNIVERSITETAS**, established in A MICKEVICIAUS G 9, KAUNAS, 3000, Lithuania represented by Remigijus Zaliunas, Rector and/or Renaldas Jurkevicius, Vice Rector for Studies or their authorised representative ("*beneficiary no. 6*"),

• **UNIVERSITA COMMERCIALE 'LUIGI BOCCONI'**., established in Via Sarfatti 25, MILANO, 20136, Italy represented by Bruno Pavesi, Managing Director or his authorised representative ("*beneficiary no. 7*"),

• **ORSZAGOS ALAPELLATASI INTEZET**, established in Szabolcs Utca 33-35, BUDAPEST, 1135, Hungary represented by Sandor Balogh, General Director or his authorised representative ("*beneficiary no. 8*"),

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.

Article 2 - Scope

The *Community* has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *Quality and costs of primary care in Europe (Euprimecare)* (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 Community financial contribution

1. The maximum *Community* financial contribution to the *project* shall be EUR 2,351,535.00 (*two million three hundred and fifty-one thousand five hundred and thirty-five EURO*). The actual *Community* financial contribution shall be calculated in accordance with the provisions of this *grant agreement*.

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

- a table of the estimated breakdown of budget and *Community* financial contribution 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 *Community* financial contribution shall be made is:

Name of account holder: Instituto de Salud Carlos III
Name of bank: Banco de España
Account reference: ES4590000001200200009118

Article 6 - Pre-financing

A *pre-financing* of EUR 1,410,921.00 (*one million four hundred and ten thousand nine hundred and twenty-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 117,576.75 (*one hundred and seventeen thousand five hundred and seventy-six EURO and seventy-five cents*), corresponding to the *beneficiaries'* contribution to the Guarantee Fund referred to in Article II.20 and representing 5% of the maximum *Community* financial contribution 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 6

Notwithstanding the provisions of Article 6 the *pre-financing* shall be paid not earlier than 45 days before the *start date* of the *project*.

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 6 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*: Commission of the European Communities
RTD
F-2
B-1049 Brussels, Belgium

For the *coordinator*: Inmaculada Pastor
INSTITUTO DE SALUD CARLOS III

CALLE SINESIO DELGADO 4-6
MADRID 28029
Spain

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

For the *Commission*: oyvind.hope@ec.europa.eu

For the *coordinator*: asarria@isciii.es

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 F-2.

Article 9 - Applicable law and competent court

The *Community* financial contribution is a contribution from the *Community* 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 *Community* acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other *Community* 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 256 of the Treaty establishing the *European Community* 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 Court of First Instance or, on appeal, the Court of Justice of the European Communities, shall have sole jurisdiction to hear any dispute between the *Community* 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 MADRID

For the *Commission* done at Brussels

INSTITUTO DE SALUD CARLOS III
Name of the legal entity

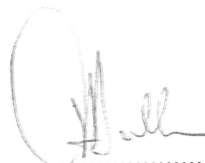
Manuel HALLEN

Jose Jeronimo NAVAS
Name of the legal representative

Name of the legal representative

Stamp of the organisation (if applicable)

Signature of legal representative



Signature of legal representative

21st OCTOBER 2009
Date

20 NOV, 2009
Date

