



AZIENDA OSPEDALIERA UNIVERSITARIA INTEGRATA
VERONA

(D.Lgs. n. 517/1999 - Art. 3 L.R. Veneto n. 18/2009)



Il Direttore Generale

Prot. N. 32249

Verona, 10 LUG, 2012

Executive Agency for Health and Consumers (EACH)
Health Unit
L-2920 Luxembourg

Subject: Signature of Grant Agreement
Project HoNCAB – n°2011 13 01

Please find attached two originals of the above-mentioned grant agreement contract signed and initialled according to the indications in your letter of 22/06/2012 ref. 756725.

We are very much looking forward to starting this project and to a fruitful collaboration with the Commission.

Yours sincerely,

Mr Sandro Caffi

Director General
Azienda Ospedaliera Universitaria Integrata Verona

Encl.: two signed original copies of grant agreement contracts

Copia a:

DG

DS

DA

SORI

Servizio Controllo di Gestione

Servizio Logistica Economato e Gestione Clienti

Dott. Ranieri Poli – dipartimento DMO e F

Servizio Bilancio

ref. 30499

(spediz. SORI)

Sede Legale Azienda Ospedaliera Universitaria Integrata: P.le A. Stefani, 1 - 37126 VERONA

Tel. 045/812 2301 045/812 1294 - Fax 045/812 2024 - C.F. e P. Iva 03901420236

Portale Aziendale: www.ospedaliverona.it - e-mail: direzione.generale@azosp.vr.it

10 LUG 2012



EXECUTIVE AGENCY FOR HEALTH AND CONSUMERS

Director

GRANT AGREEMENT FOR AN ACTION - MULTIPLE BENEFICIARIES

AGREEMENT NUMBER – 2011 13 01



The Executive Agency for Health and Consumers (EAHC) (hereinafter referred to as "the Executive Agency"), acting under powers delegated by the Commission of the European Union (hereafter referred to as "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

1. Azienda Ospedaliera Universitaria Integrata
 "Istituti Ospitalieri Di Verona" (AOUI-VR)
 Public Law Body
 Piazzale Aristide Stefani, 1
 IT – 37126 Verona
 Italy
 VAT no.: 03901420236,

hereinafter called "the co-ordinator", represented for the purposes of the signature of the present agreement by Dr. Sandro Caffi, Director General and the following "co-beneficiaries":

2. Hospices Civils De Lyon (HCL) – established in France
3. Azienda Ospedaliero Universitaria San Luigi Gonzaga (A.O.U.-SAN LUIGI GONZAGA) – established in the Italy
4. Ministry for Health, The Elderly and Community Care (MHEC) – established in Malta 
5. Technische Universitaet Berlin (TUB) – established in Germany
6. 2nd Regional Health Care Administration of Piraeus Aegean Islands (2nd D.Y.PE) – established in Greece
7. Landeskrankenanstalten-Betriebsgesellschaft Landeskrankenhaus Villach (LKH VIL) – established in Austria 

8. NÖ Gesundheits- und Sozialfonds (**NÖGUS**) – established in Austria
9. National Institute for Quality- and Organizational Development in Healthcare and Medicine (**GYEMSZI**) – established in Hungary
10. Università Commerciale “Luigi Bocconi” (**UB**) – established in Italy
11. Centre Hospitalier Universitaire De Nice (**CHUN**) – established in France
12. Azienda per i Servizi Sanitari N.5 “Bassa Friulana” (**ASS 5**) – established in Italy
13. National Institute of Public Health (Slovenia) (**NIPH**) – established in Slovenia
14. Splosna Bolniznica Izola – Ospedale Generale Isola (**SBI**) – established in – Slovenia
15. European Hospital and Healthcare Federation (**HOPE**) – established in Belgium
16. General Hospital of Rhodes (**G.H.-RHODES**) – established in Greece
17. Azienda Ospedaliero-Universitaria “Santa Maria Della Misericordia” Di Udine (**AOU UDINE**) – established in Italy
18. Ministero Della Salute Ministry of Health (**MOH**) – established in Italy
19. Azienda Ospedaliera Ospedali Riuniti di Bergamo – established in Italy
20. Attikon University Hospital (**AUGH**) – established in Greece

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”*

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 [Financial Annex] |
| Annex III | Reporting requirements |
| Annex IV | Letters of mandates conferring powers of attorney from the co-beneficiaries to the co-ordinator |



Annex V Instructions concerning the eligibility of travel and subsistence expenses
(if Commission's rules apply)

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.

Handwritten signature and scribble.

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 **HoNCAB – Support creation of pilot network of hospitals related to payment of care for cross border patients** (“*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.
- Without prejudice to Article II.16.5, unless otherwise agreed by the parties in writing, the agreement expires four months after the date of notification by the Executive Agency of the final amount of the grant determining the amount of the payment of the balance or the recovery order pursuant to Article II.17, or failing that four months after the date on which the payment of the balance was received.
- I.2.2 The action shall run for 36 months from the latest of the following dates 01/09/2012 / the first day of the month following the date when the last party signs the agreement (“*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, and in particular 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 Union 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; [The beneficiaries are deemed to have concluded an internal co-operation agreement regarding their internal operation and co-ordination. The co-operation agreement shall include all aspects necessary for the management of the beneficiaries and the implementation 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 1.346.306,00** (*one million three hundred and forty-six thousand three hundred and six Euros*), as shown in the estimated budget in Annex II. The estimated budget shall give a detailed breakdown of the costs that are eligible for Union 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 1.346.306,00** (*one million three hundred and forty-six thousand three hundred and six Euros*), 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 529.880,00** (*five hundred and twenty-nine thousand and eight hundred eighty Euros*), equivalent to 39,36 % 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 Union grant may not finance the entire costs of the action. The amounts and sources of co-financing other than from Union 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 latest of the following dates: the date when the last of the parties signs the agreement / the starting date of the action, a pre-financing payment of EUR **211.952,00** (*two hundred and eleven thousand and nine hundred fifty two Euros*) shall be made to the co-ordinator, representing 40 % 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-financing¹.

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 the request for payment of a further instalment, together with the documents referred to in the previous subparagraph, the compliance of the technical implementation of the action with Annex I will be assessed. Next, upon approval of the technical implementation, within 45 days a pre-financing payment of **158.964,00** (*one hundred and fifty-eight thousand and nine hundred sixty four Euros*) EUR shall be made to the co-ordinator, equivalent to 30 % 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 and financial implementation report 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.

¹ The new pre-financing instalment shall be reduced by the amount corresponding to the difference between the 70 % threshold and the amount that was actually consumed. (Example: previous pre-financing 300 of which 100 (<70 %) was consumed; calculation: 210 (70 % threshold of 300) – 100 consumed = deduction of 110 from following pre-financing instalment).

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 a further pre-financing as specified in Article I.5.2. within 2 months following a period of 15 months after the starting date of the action specified in Article I.2.2, covering the period M1 – M15;
- Final reports and other documents related to a request for payment of the balance as specified in Article I.5.3 within 2 months following the closing date of the action specified in Article I.2.2, 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 euros, as indicated below:

Name of bank:	Banco Popolare Soc. Coop. (formerly Banca Popolare di Verona)
Address of the branch:	10, Via S. Cosimo
Precise denomination of the account holder:	Azienda Ospedaliera Universitaria Integrata Verona
IBAN account code:	IT44V0518811701000000019300

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 the share of pre-financing not transferred to the co-beneficiaries at the end of the delay set in Article I.7.3, be deducted from the payment of the balance or 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:

Executive Agency for Health and Consumers (EAHC)
Health Unit
DRB A3/050
L-2920 Luxembourg
eahc@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:

Mr. Pier Paolo Benetollo
Piazzale Aristide Stefani, 1
IT – 37126 Verona
Italy
Telephone: 00390458122965
Fax: 00390458123881
E-mail address: crempe@ospedaleuniverona.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 Union law 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 General Court of the European Union and, in the event of appeal, the Court of Justice.

ARTICLE I.10 – DATA PROTECTION²

- I.10.1. Any personal data included in the agreement shall be processed pursuant to Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the agreement by the Executive Agency, without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law.
- I.10.2. The beneficiaries shall have the right of access to their personal data and the right to rectify any such data. Should the beneficiaries have any queries concerning the processing of their personal data, they shall address them to the Executive Agency.
- I.10.3. The beneficiaries shall have the right of recourse at any time to the European Data Protection Supervisor.
- I.10.4. Where the agreement requires the processing of personal data by the beneficiaries, the beneficiaries may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.
- I.10.5. The beneficiaries shall limit access to the data to the staff strictly necessary for the implementation, management and monitoring of the agreement.
- I.10.6. The beneficiaries undertake to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:
- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - i) unauthorised reading, copying, alteration or removal of storage media;
 - ii) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - iii) unauthorised persons from using data-processing systems by means of data transmission facilities;
 - b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
 - c) record which personal data have been communicated, when and to whom;

² Any question on the application of Regulation (EC) N° 45/2001 should be referred to the Data Protection Officer of the Agency. More information, including the privacy statement on grants and the contact details of the Data Protection Officer of the Agency, are available on the Agency's website (http://ec.europa.eu/eahc/about/data_protection.html).

- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;

design their organisational structure in such a way that it meets data protection requirements.

ARTICLE I.11 – FURTHER SPECIAL CONDITIONS

The following special conditions apply to this agreement:

- I.11.1 The beneficiary shall submit the payment requests in accordance with article I.5, including the underlying financial statements, in euros. By way of derogation from Article II.16.1, any conversion of actual costs into euros 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 period³.
- I.11.2 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.11.3 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 Health Programme.*”
- I.11.4 By way of derogation from Article II.14.2, the definition of ‘public officials’ shall be applied according to the following: “An official of a public administration or body who is directly remunerated by the budget of the State or a local authority and his/her work concerns the implementation of tasks typically devolved to public institutions. By extension, it does concern all public officials who work in international organisations”.

³ <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.

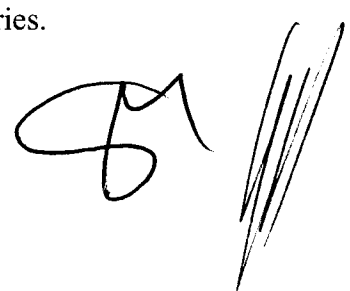
ARTICLE II.2 – CONFLICT OF INTERESTS

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.

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- 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, and, in particular, to display, reproduce by any technical procedure, translate or communicate the results of the action by any medium, including on the website of the Executive Agency and/or on the Europa website, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.
- II.3.3. Where industrial and intellectual property rights, including rights of third parties, exist prior to the agreement being entered into ("pre-existing intellectual property rights"), the beneficiaries shall establish a list which shall specify all rights of ownership and use in the pre-existing intellectual property rights and disclose it to the Executive Agency at the latest prior to the commencement of implementation. The beneficiaries shall ensure that they have all rights to use any pre-existing intellectual property rights in implementation of the agreement.

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

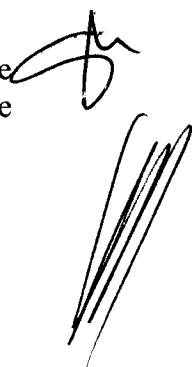
- II.5.1 Unless the Executive Agency requests otherwise, any communication or publication by the beneficiaries collectively or any one of the beneficiaries individually about the action, including at a conference or seminar, shall indicate that the action has received funding from the Union.

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 Union 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.

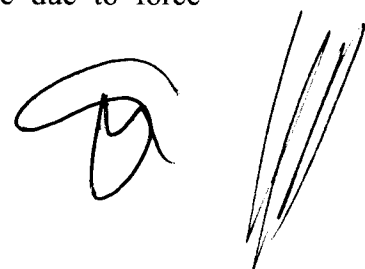
ARTICLE II.8 – FORCE MAJEURE

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;⁴ 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;
 - e) the beneficiaries shall retain sole responsibility for carrying out the action and for compliance with the provisions of the agreement. The beneficiaries must undertake to make the necessary arrangements to ensure that the contractor waives all rights in respect of the Executive Agency under the agreement;
 - f) the beneficiaries must undertake to ensure that the conditions applicable to them under Articles II.1, II.2, II.3, II.4, II.5, II.6, II.10 and II.20 of the agreement are also applicable to the contractor.

ARTICLE II.10 – ASSIGNMENT

Claims for payments to be carried out by the Executive Agency may not be transferred.

In exceptional circumstances, where the situation warrants it, the Executive Agency may authorise the assignment to a third party of the agreement and payments flowing from it, following a written request to that effect, giving reasons, from the co-ordinator in agreement with the co-beneficiaries. If the Executive Agency agrees, it must make its agreement known in writing to the co-ordinator before the proposed assignment takes place. In the absence of the above authorisation, or in the event of failure to observe the terms thereof, the assignment shall not be enforceable against and shall have no effect on the Executive Agency.

⁴ Departments may include provision in the Special Conditions for specific rules of procedure to apply according to the estimated value of the contract, the relative size of the Union contribution and the management risk.

In no circumstances shall such an assignment release the beneficiaries from their obligations to the Executive Agency.

ARTICLE II.11 – TERMINATION OF THE AGREEMENT

II.11.1 Termination by the co-ordinator

In duly justified cases, the co-ordinator, in agreement with the co-beneficiaries, may withdraw the beneficiaries' request for a grant and terminate the agreement at any time by giving 60 days' written notice stating the reasons, without being required to furnish any indemnity on this account.

If no reasons are given or if the Executive Agency does not accept the reasons, the agreement shall be deemed to have been terminated improperly, with the consequences set out in the fifth subparagraph of paragraph 5.

II.11.2 Termination of the participation of a beneficiary

In duly justified cases, the co-ordinator may request to terminate the participation of a beneficiary by giving 60 days written notice. The co-ordinator shall include with any such request to the Executive Agency the remaining beneficiaries' proposal to reallocate the tasks of that beneficiary or where relevant to nominate a replacement, the reasons for the termination of the participation and the opinion of the beneficiary whose participation is requested to be terminated.

In duly justified cases, any beneficiary may request the termination of his participation in the agreement. The request must be submitted to the Executive Agency by the co-ordinator by giving 60 days written notice stating the reasons.

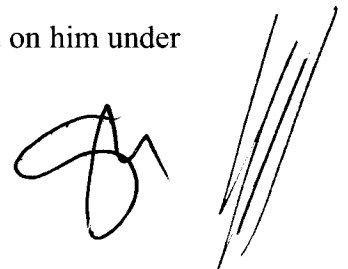
If no reasons are given or if the Executive Agency does not accept the reasons, the participation shall be deemed to have been terminated improperly, with the consequences set out in the fifth subparagraph of paragraph 5.

The termination of the participation of the beneficiary concerned shall take effect on the date of the Executive Agency's approval. A written additional agreement shall be concluded to make any amendments necessary to adapt the action to the new implementing conditions resulting from the partial termination.

II.11.3 Termination by the Executive Agency

The Executive Agency may decide to terminate the agreement or the participation of any one or several beneficiaries participating in the action without any indemnity on its part, in the following circumstances:

- a) in the event of a change to the beneficiary's legal, financial, technical, organisational or ownership situation that is liable to affect the agreement substantially or to call into question the decision to award the grant;
- b) if a beneficiary fails to fulfil a substantial obligation incumbent on him under the terms of the agreement, including its annexes;



- c) in the event of force majeure, notified in accordance with Article II.8, or if the action has been suspended as a result of exceptional circumstances, notified in accordance with Article II.7;
- d) if a beneficiary is declared bankrupt, is being wound up or is the subject of any other similar proceedings;
- e) if a beneficiary is found guilty of an offence involving his professional conduct by a judgment having the force of res judicata or if he is guilty of grave professional misconduct proven by any justified means;
- f) if a beneficiary is guilty of misrepresentation or submits information or reports inconsistent with reality to obtain the grant provided for in the agreement;
- g) if a beneficiary has intentionally or by negligence committed a substantial irregularity in performing the agreement or in the event of fraud, corruption or any other illegal activity on the part of a beneficiary to the detriment of the European Union's financial interests. A substantial irregularity consists of any infringement of a provision of an agreement or regulation resulting from an act or an omission on the part of a beneficiary which causes or might cause a loss to the Union budget.

II.11.4 Termination procedure

The procedure is initiated by registered letter, with advice of delivery or equivalent. The co-ordinator shall ensure that all beneficiaries are duly informed.

In the cases referred to in points (a), (b) and (d) of paragraph 3, the co-ordinator, in consultation with the co-beneficiaries, shall have 30 days to submit observations and take any measures necessary to ensure continued fulfilment of the beneficiaries' obligations under the agreement. If the Executive Agency fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the procedure shall continue to run.

Where notice is given, termination shall take effect at the end of the period of notice, which shall start to run from the date when notification of the Executive Agency's decision to terminate the agreement or the participation of a beneficiary is received.

Where notice is not given in the cases referred to in points (c), (e), (f) and (g) of paragraph 3, termination shall take effect from the day following the date on which notification of the Executive Agency's decision to terminate the agreement or the participation of a beneficiary is received.

II.11.5 Effects of termination

In the event of termination of the agreement, payments by the Executive Agency shall be limited to the eligible costs actually incurred by the beneficiaries up to the date when termination takes effect, in accordance with Article II.17. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

The co-ordinator shall have 60 days from the date when termination of the agreement takes effect, as notified by the Executive Agency, to produce a request for final payment in accordance with Article II.15.4. If no request for final payment is received within this time limit, the Executive Agency shall not reimburse the expenditure incurred by the beneficiaries up to the date of termination and it shall recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the Executive Agency.

Where termination affects the participation of a beneficiary, only those eligible costs actually incurred by the beneficiary concerned up to the date when termination of his participation takes effect, in accordance with Article II.17 shall be considered eligible. Costs relating to current commitments that were not due to be executed until after termination shall not be taken into account. The request for payment of the eligible costs incurred up to the date when the termination of the participation of the beneficiary concerned takes effect shall be included in the following payment request due according to the schedule laid down in Article I.6.

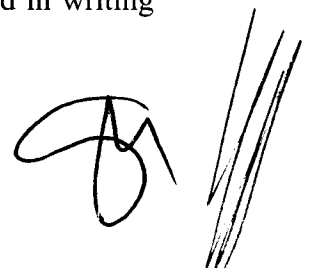
By way of exception, at the end of the period of notice referred to in paragraph 4, where the Executive Agency is terminating the agreement on the grounds that the co-ordinator has failed to produce the final technical implementation report and financial statement within the deadline stipulated in Article I.5 and the co-ordinator has still not complied with this obligation within two months following the written reminder sent by the Executive Agency by registered letter with advice of delivery or equivalent, the Executive Agency shall not reimburse the expenditure incurred by the beneficiaries up to the date on which the action ended and it shall recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the Executive Agency.

By way of exception, in the event of improper termination of the agreement by the co-ordinator, or a beneficiary's participation in the action, or termination by the Executive Agency on the grounds set out in points (e), (f) or (g) of paragraph 3, the Executive Agency may require the partial or total repayment of sums already paid under the agreement on the basis of technical implementation reports and financial statements approved by the Executive Agency, in proportion to the gravity of the failings in question and after allowing the co-ordinator, and where relevant co-beneficiaries concerned, to submit their observations.

ARTICLE II.12 – FINANCIAL PENALTIES

By virtue of the Financial Regulation applicable to the general budget of the European Union, any one or several of the beneficiaries declared to be in grave breach of their obligations under the agreement shall be liable to financial penalties of between 2 % and 10 % of the value of their share of the grant in question, with due regard for the principle of proportionality.

This rate may be increased to between 4 % and 20 % in the event of a repeated breach in the five years following the first. The beneficiary concerned shall be notified in writing of any decision by the Executive Agency to apply such financial penalties.

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ARTICLE II.13 – SUPPLEMENTARY AGREEMENTS

- II.13.1 Any amendment to the grant conditions must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.
- II.13.2 The supplementary agreement may not have the purpose or the effect of making changes to the agreement which might call into question the decision awarding the grant or result in unequal treatment of applicants.
- II.13.3 Where the request for amendment is made by the co-ordinator, in agreement with the co-beneficiaries, he must send the request to the Executive Agency in good time before it is due to take effect and at all events one month before the closing date of the action, except in cases duly substantiated by the co-ordinator and accepted by the Executive Agency.

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PART B – FINANCIAL PROVISIONS

ARTICLE II.14 – ELIGIBLE COSTS

II.14.1 To be considered as eligible costs of the action, costs must satisfy the following general criteria:

- they are incurred during the duration of the action as specified in Article I.2.2 of the agreement, with the exception of costs relating to final reports and certificates on the action's financial statements and underlying accounts;
- they are connected with the subject of the agreement and they must be indicated in the estimated budget annexed to it;
- they are necessary for the implementation of the action which is the subject of the grant;
- they are identifiable and verifiable, in particular being recorded in the accounting records of a beneficiary and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the usual cost-accounting practices of the beneficiary;
- they comply with the requirements of applicable tax and social legislation;
- they are reasonable, justified, and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

The beneficiaries' internal accounting and auditing procedures must permit direct reconciliation of the costs and revenue declared in respect of the action with the corresponding accounting statements and supporting documents.

II.14.2 The eligible direct costs for the action are those costs which, with due regard for the conditions of eligibility set out in Article II.14.1, are identifiable as specific costs directly linked to performance of the action and which can therefore be booked to it direct. In particular, the following direct costs are eligible provided that they satisfy the criteria set out in the previous paragraph:

- the cost of staff assigned to the action, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the beneficiary's usual policy on remuneration;

The corresponding salary costs of personnel of national administrations are eligible to the extent that they relate to the cost of activities which the

relevant public authority would not carry out if the project concerned were not undertaken;

- travel and subsistence allowances for staff taking part in the action, provided that they are in line with the beneficiary's usual practices on travel costs or do not exceed the scales approved annually by the Commission;
- the purchase cost of equipment (new or second-hand), provided that it is written off in accordance with the tax and accounting rules applicable to the beneficiary and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action may be taken into account by the Executive Agency, except where the nature and/or the context of its use justifies different treatment by the Executive Agency;
- costs of consumables and supplies, provided that they are identifiable and assigned to the action;
- costs entailed by other contracts awarded by a beneficiary for the purposes of carrying out the action, provided that the conditions laid down in Article II.9 are met;
- costs arising directly from requirements imposed by the agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction, etc.), including the costs of any financial services (especially the cost of financial guarantees). Such costs may also include specific costs incurred by the co-ordinator for fulfilling his responsibilities in his capability of the body responsible for the overall management of the action and the co-ordination of the beneficiaries.

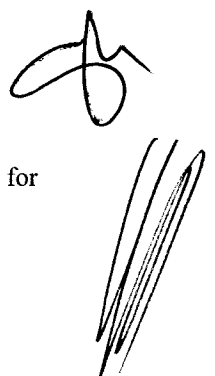
II.14.3 The eligible indirect costs for the action are those costs which, with due regard for the conditions of eligibility described in Article II.14.1, are not identifiable as specific costs directly linked to performance of the action which can be booked to it direct, but which can be identified and justified by the co-ordinator or a co-beneficiary using their accounting system as having been incurred in connection with the eligible direct costs for the action. They may not include any eligible direct costs.

By way of derogation from Article II.14.1, the indirect costs incurred in carrying out the action may be eligible for flat-rate funding fixed at not more than 7 % of the total eligible direct costs⁵. If provision is made in Article I.4.2 for flat-rate funding in respect of indirect costs, they need not be supported by accounting documents.

II.14.4 The following costs shall not be considered eligible:

- return on capital;

⁵ The 7 % ceiling may be exceeded by a reasoned Commission decision; provision should be made for this in the Special Conditions.



- debt and debt service charges;
- provisions for losses or potential future liabilities;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the beneficiary can show that he is unable to recover it according to the applicable national legislation. VAT paid by public bodies is not an eligible cost;
- costs declared by a beneficiary and covered by another action or work programme receiving a Union grant;
- excessive or reckless expenditure;
- contributions in kind.

II.14.5 Not applicable.

II.14.6 By way of derogation from paragraph 3, indirect costs shall not be eligible under a grant for an action awarded to a beneficiary who already receives an operating grant from the Union budget during the period in question.

ARTICLE II.15 – REQUESTS FOR PAYMENT

Payments shall be made in accordance with Article I.5 of the Special Conditions.

II.15.1 – PRE-FINANCING

Pre-financing is intended to provide the beneficiaries with a float.

Where required by the provisions of Article I.5 on pre-financing, the co-ordinator shall furnish a financial guarantee from a bank or an approved financial institution established in one of the Member States of the European Union⁶.

The guarantor shall stand as first demand guarantor and shall not require the Executive Agency to have recourse against the principal debtor (the concerned beneficiary).

The financial guarantee shall provide that it remains in force until the pre-financing is cleared against interim payment(s) or payment of the balance by the Executive Agency to the beneficiaries or, in the absence of such clearing, three months after a recovery is

⁶ When the beneficiary is established in a third country, the authorising officer responsible may agree that a bank or a financial institution established in that third country may provide the guarantee if he considers that the bank or financial institution offers equivalent security and characteristics as those offered by a bank or a financial institution established in a Member State.

notified to a beneficiary by which the Executive Agency asks him to repay the pre-financing. The Executive Agency undertakes to release the guarantee within the following month.

II.15.2 – FURTHER PRE-FINANCING PAYMENTS

Where pre-financing is divided into several instalments, the co-ordinator may request a further pre-financing payment once the percentage of the previous payment specified in the provisions of Article I.5 on further pre-financing has been used up. The request shall be accompanied by the following documents:

- a progress report on the technical implementation of the action;
- a detailed financial statement of the eligible costs actually incurred, including a consolidated statement and a breakdown between each beneficiary;
- where required by the above-mentioned provisions of Article I.5, a financial guarantee in accordance with paragraph 1;
- any other documents in support of his request for further pre-financing.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.6 and the annexes.

II.15.3 – NOT APPLICABLE

II.15.4 – PAYMENT OF THE BALANCE

Payment of the balance, which may not be repeated, is made after the end of the action on the basis of the costs actually incurred by the beneficiaries in carrying out the action. It may take the form of a recovery order where the total amount of earlier payments is greater than the amount of the final grant determined in accordance with Article II.17.

By the appropriate deadline indicated in Article I.6, the co-ordinator shall submit a request for payment of the balance accompanied by the following documents:

- a final report on the technical implementation of the action;
- a final detailed financial statement of the eligible costs actually incurred, following the structure of the estimated budget, including a consolidated statement and a breakdown between each beneficiary;
- a full summary statement of the receipts and expenditure of the action including a consolidated statement and a breakdown between each beneficiary;
- any other documents in support of his request for payment of the balance.



The documents accompanying the request for payment shall be drawn up in accordance with the provisions of Article I.6 and the annexes.

If an external audit of the action's accounts is not required, the co-ordinator and the co-beneficiaries themselves shall certify that the information provided in their request for payment to the Executive Agency is full, reliable and true. They shall also certify that the costs incurred can be considered eligible in accordance with the agreement, that all receipts have been declared, and that the request for payment is substantiated by adequate supporting documents that can be checked.

On receipt of these documents, the Executive Agency shall have the period specified in Article I.5 in order to:

- approve the final report on the technical implementation of the action and the detailed financial statement;
- ask the co-ordinator for supporting documents or any additional information it deems necessary to allow the approval of the technical implementation report and the financial statement;
- reject the documents referred to in Article I.5.3. and ask for the submission of additional information or a new report.

Failing a written reply from the Executive Agency within the time limit for scrutiny indicated above, the report shall be deemed to have been approved. Approval of the report accompanying the request for payment shall not imply recognition of their regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

If additional information or a new report is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information. The co-ordinator shall be informed of that request and the extension of the delay for scrutiny by means of a formal document. The co-ordinator shall have the period laid down in Article I.5 to submit the information or new documents requested.

Extension of the delay for approval of the report may delay the payment by the equivalent time.

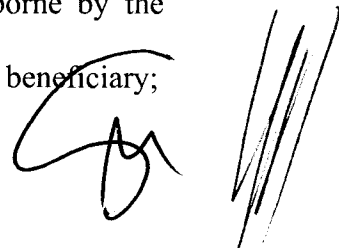
Where a report is rejected and a new report requested, the approval procedure described in this Article shall apply.

In the event of renewed rejection, the Executive Agency reserves the right to terminate the agreement by invoking Article II.11.3(b).

II.15.5 – COSTS OF TRANSFERS

Costs of the transfers are borne in the following way:

- costs of dispatch charged by the bank of the Commission shall be borne by the Executive Agency;
- costs of receipt charged by the bank of a beneficiary shall be borne by the beneficiary;



- all costs of repeated transfers caused by one of the parties shall be borne by the party who caused repetition of the transfer.

ARTICLE II.16 – GENERAL PROVISIONS ON PAYMENTS

II.16.1 Payments shall be made by the Executive Agency in euros. Any conversion of actual costs into euros shall be made 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 period⁷, unless the Special Conditions of the agreement lay down specific provisions.

Payments by the Executive Agency shall be deemed to be effected on the date when they are debited to the Executive Agency's account.

II.16.2 The Executive Agency may suspend the period for payment laid down in Article I.5 at any time by notifying the co-ordinator that his request for payment cannot be met, either because it does not comply with the provisions of the agreement, or because the appropriate supporting documents have not been produced or because there is a suspicion that some of the expenses in the financial statement are not eligible and additional checks are being conducted.

The Executive Agency may also suspend its payments at any time if a beneficiary is found or presumed to have infringed the provisions of the agreement, in particular in the wake of the audits and checks provided for in Article II.20.

The Executive Agency shall inform the co-ordinator as soon as possible of any such suspension by registered letter with advice of delivery or equivalent, setting out the reasons for suspension.

Suspension shall take effect on the date when notice is sent by the Executive Agency. The remaining payment period shall start to run again from the date when a properly constituted request for payment is registered, when the supporting documents requested are received, or at the end of the suspension period as notified by the Executive Agency.

II.16.3 On expiry of the period for payment specified in Article I.5, and without prejudice to paragraph 2 of this Article, the beneficiaries are entitled to interest on the late payment at the rate applied by the European Central Bank for its main refinancing operations in euros, plus three and a half points; the reference rate to which the increase applies shall be the rate in force on the first day of the month of the final date for payment, as published in the C series of the Official Journal of the European Union. This provision shall not apply to recipients of a grant which are public authorities of the Member States of the European Union.

Interest on late payment shall cover the period from the final date for payment, exclusive, up to the date of payment as defined in paragraph 1, inclusive. The

⁷ <http://ec.europa.eu/budget/inforeuro/index.cfm?fuseaction=home&Language=en>

interest shall not be treated as a receipt for the action for the purposes of determining the final grant within the meaning of Article II.17.4. The suspension of payment by the Executive Agency may not be considered as late payment.

By way of exception, when the interest calculated in accordance with the provisions of the first and second subparagraphs is lower than or equal to EUR 200, it shall be paid to the co-ordinator only upon demand submitted within two months of receiving late payment.

- II.16.4 The Executive Agency shall deduct the interest yielded by pre-financing which exceeds EUR 50 000⁸ as provided for in Article I.5 from the payment of the balance of the amount due to the beneficiaries. The interest shall not be treated as a receipt for the action within the meaning of Article II.17.4.

Where the pre-financing payments exceed EUR 750 000 per agreement at the end of each financial year, the interest shall be recovered for each reporting period. Taking account of the risks associated with the management environment and the nature of actions financed, the Executive Agency may recover the interest generated by pre-financing lower than EUR 750 000 at least once a year.

Where the interest yielded exceeds the balance of the amount due to the beneficiaries as indicated in Article II.15.4, or is generated by pre-financing referred to in the previous subparagraph, the Executive Agency shall recover it in accordance with Article II.19.

Interest yielded by pre-financing paid to Member States is not due to the Executive Agency.

- II.16.5 The co-ordinator shall have two months from the date of notification by the Executive Agency of the final amount of the grant determining the amount of the payment of the balance or the recovery order pursuant to Article II.17, or failing that of the date on which the payment of the balance was received, to request information in writing on the determination of the final grant, giving reasons for any disagreement. After this time such requests will no longer be considered. The Executive Agency undertakes to reply in writing within two months following the date on which the request for information is received, giving reasons for its reply. This procedure is without prejudice to the beneficiaries' right to appeal against the Executive Agency's decision pursuant to Article I.9. Under the terms of Union law in this matter, such appeals must be lodged within two months following the notification of the decision to the applicant or, failing that, following the date on which the applicant learned of the decision.

⁸ For external actions the corresponding ceiling is set at EUR 250 000. For crisis management and humanitarian aid operations the interest shall be recovered if it exceeds per agreement EUR 750 000 at the end of each financial year and is for a duration of more than 12 months.

ARTICLE II.17 – DETERMINING THE FINAL GRANT

- II.17.1 Without prejudice to information obtained subsequently pursuant to Article II.20, the Executive Agency shall adopt the amount of the final payment to be granted to the beneficiaries on the basis of the documents referred to in Article II.15.4 which it has approved.
- II.17.2 The total amount paid by the Executive Agency may not in any circumstances exceed the maximum amount of the grant laid down in Article I.4.3, even if the total actual costs eligible exceed the estimated total eligible costs specified in Article I.4.2.
- II.17.3 If the actual eligible costs when the action ends are lower than the estimated eligible costs, the Executive Agency's contribution shall be limited to the amount obtained by applying the grant percentage of Union co-funding per beneficiary - specified in the table 'Budget by beneficiary' of Annex II, 'Estimated budget of the action' -, to the respective actual eligible costs approved by the Executive Agency per beneficiary.
- II.17.4 The beneficiaries hereby agree that the grant shall be limited to the amount necessary to balance the action's receipts and expenditure and that it may not in any circumstances produce a profit for them.

Profit shall mean any surplus of total actual receipts attributable to the action over the total actual costs of the action. The actual receipts to be taken into account shall be those which have been established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the coordinator for financing other than the Union grant, to which shall be added the amount of the grant determined by applying the principles laid down in paragraphs 2 and 3 of this article. For the purposes of this article, only actual costs falling within the categories set out in the estimated budget referred to in Article I.4.1 and contained in Annex II shall be taken into account; non-eligible costs shall always be covered by non-Union resources.

Any surplus determined in this way shall result in a corresponding reduction in the amount of the grant.

- II.17.5 Without prejudice to the right to terminate the agreement under Article II.11, and without prejudice to the right of the Executive Agency to apply the penalties referred to in Article II.12, if the action is not implemented or is implemented poorly, partially or late, the Executive Agency may reduce the grant initially provided for in line with the actual implementation of the action on the terms laid down in the agreement.
- II.17.6 On the basis of the amount of the final payment determined in this way and of the aggregate amount of the payments already made under the terms of the agreement, the Executive Agency shall set the amount of the payment of the balance as being the amount still owing to the beneficiaries. Where the aggregate amount of the payments already made exceeds the amount of the final grant, the Executive Agency shall issue a recovery order for the surplus.

ARTICLE II.18 – FINANCIAL JOINT RESPONSIBILITY

The beneficiaries agree to be irrevocably and unconditionally, jointly and severally responsible for any amount due to the Executive Agency by one of them which could not be honoured by the latter. The amount due to the Executive Agency will not exceed the maximum value of the contribution that could be granted to the beneficiaries in accordance with Article I.4.3, increased where applicable by interest on late payment.

The beneficiaries are not jointly responsible for financial penalties which could be imposed on any defaulting beneficiary in accordance with Article II.12.

ARTICLE II.19 – RECOVERY

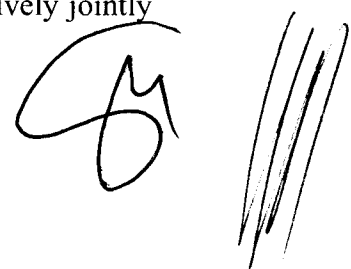
II.19.1 Where an amount, paid by the Executive Agency to the co-ordinator in his capacity of recipient of all payments, is to be recovered under the terms of the agreement, the co-ordinator undertakes to repay the Executive Agency the sum in question, on whatever terms and by whatever date it may specify, even if he has not been the final recipient of the amount due. In the latter case, if payment has not been made by the due date, the Executive Agency reserves the right to recover directly the amount due from the final recipient.

Where such an amount to be recovered under the terms of the agreement was directly paid by the Executive Agency to a beneficiary, or if recovery is justified under Article II.12 of the agreement, the beneficiary concerned undertakes to pay the Executive Agency the sum in question, on whatever terms and by whatever date it may specify.

II.19.2 If the obligation to pay the amount due is not honoured by the date set by the Executive Agency, the amount due shall bear interest at the rate indicated in Article II.16.3. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when the Executive Agency receives full payment of the amount owed, inclusive.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal.

II.19.3 If payment has not been made by the due date, sums owed to the Executive Agency may be recovered by offsetting them against any sums owed to the concerned beneficiary, in cases where the beneficiary also has a claim on the Union or the European Atomic Energy Community, after informing him accordingly by registered letter with acknowledgment of receipt or equivalent, or, depending on the terms of the Special Conditions, by calling in the financial guarantee provided in accordance with Article II.15.1. In exceptional circumstances, justified by the necessity to safeguard the financial interests of the Union, the Executive Agency and/or the Commission may recover by offsetting before the due date of the payment. The beneficiary's prior consent shall not be required. If the recovery remains unsuccessful under the provisions above, the Executive Agency shall hold all the beneficiaries collectively jointly responsible for the amount due in accordance with Article II.18.





- II.19.4 Bank charges occasioned by the recovery of the sums owed to the Executive Agency shall be borne by the concerned beneficiary.
- II.19.5 The beneficiaries understand that under Article 299 of the Treaty on the functioning of the European Union, the Commission may adopt an enforceable decision formally establishing an amount as receivable from persons other than States. An action may be brought against such decision before the General Court of the European Union.

ARTICLE II.20 – CHECKS AND AUDITS

- II.20.1 The co-ordinator undertakes to provide any detailed information requested by the Executive Agency and/or the Commission or by any other outside body authorised by the Executive Agency and/or the Commission to check that the action and the provisions of the agreement are being properly implemented. Where the Executive Agency and/or the Commission so wishes, it may request such information to be provided directly by a co-beneficiary.
- II.20.2 The beneficiaries shall keep at the Executive Agency's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the agreement, stored on any appropriate medium that ensures their integrity in accordance with the applicable national legislation, for a period of five years from the date of payment of the balance specified in Article I.5.
- II.20.3 The beneficiaries agree that the Executive Agency may have an audit of the use made of the grant carried out either directly by its own staff or by any other outside body authorised to do so on its behalf. Such audits may be carried out throughout the period of implementation of the agreement until the balance is paid and for a period of five years from the date of payment of the balance. Where appropriate, the audit findings may lead to recovery decisions by the Executive Agency and/or the Commission.
- II.20.4 The beneficiaries undertake to allow Executive Agency staff and outside personnel authorised by the Executive Agency and/or the Commission the appropriate right of access to sites and premises where the action is carried out and to all the information, including information in electronic format, needed in order to conduct such audits.
- II.20.5 By virtue of Council Regulation (Euratom, EC) No 2185/96 and Regulation (EC) No 1073/1999 of the European Parliament and the Council, the European Anti-Fraud Office (OLAF) may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the Executive Agency and/or the Commission.
- II.20.6 The Court of Auditors shall have the same rights as the Executive Agency and the Commission, notably right of access, as regards checks and audits.



SIGNATURES

<p>For the beneficiaries <i>read and approved</i> Dr. Sandro CAFFI Director General</p>   <p>- 9 LUG. 2012</p> <p>Done at Verona, on _____</p>	<p>For the Executive Agency</p> <p>Mr. Luc BRIOL Director</p> <p>Done at Luxembourg, on _____</p>
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In duplicate in English



ANNEX I
DESCRIPTION OF THE ACTION

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ANNEX I a

(Technical annex)

Title:	3.3.1.1. Support creation of pilot network of hospitals related to payment of care for cross border patients(HoNCAB)
Duration (in months):	30
Priority area:	3.3. Actions under the third objective "Generate and disseminate health information and knowledge"
Action:	3.3.1. European Health Information System (Point 3.2.1. in Annex to the Health Programme)
Sub-action:	3.3.1.1. Support creation of pilot network of hospitals related to payment of care for cross border patients

Executive Summary

The HoNCAB project is a timely initiative that strives to take advantage of the interval between the adoption of the Directive 2011/24/EU and its definitive application in the MSs. This is a delicate period in that many MSs may chose to apply either a more favourable approach or a more restrictive and budget conscious approach when transposing the Directive into National legislation. The chosen strategy hinges greatly on available information and this is where the HoNCAB project can fill the gap. Namely, by making available some preliminary but "real" data on the impact of patient mobility and by fine-tuning the methods of classification of the tariffs and the related techniques for comparison. Furthermore, the HoNCAB project aims to provide a framework for the launch of a pilot hospital network which will be quite extensive in its initial form and that will be designed to grow over time. Such a network will allow the participating hospitals to have a practical experience of the opportunities and critical issues of cross-border care and to share problems and solutions with other MS.

Strategic relevance & contribution to the programme

STRATEGIC RELEVANCE: This project has been designed with the potential of the expected outcomes in mind (i.e a model and system that can applied in the context of an increasingly expanding hospital network to obtain information on the balance of patient's mobility, the scale of movement and the overall effects). The existence of such a system could be very useful both for Community legislators and national governments should they wish to monitor the effects of the Directive in the future.

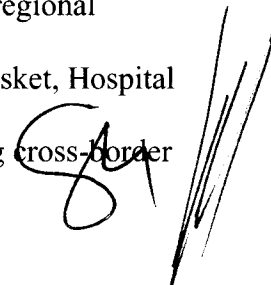
CONTRIBUTION TO THE PROGRAMME: One of the three principal objectives of the 2nd programme of Community action in the field of health is "Generating and disseminating health information and knowledge". The core activities of this project relate specifically to this topic in that it seeks to create systems for collecting and sharing information, it proposes to then analyse such information with a view to drawing up recommendations and then to disseminate these recommendations to the widest audiences possible.

Methods and means

Consultation Process: with key stakeholders(Patients, Healthcare providers, National and regional Ministries, Policy Makers)

Secondary research: Mapping of previous and on-going EU-funded projects (e.g HealthBasket, Hospital Data Project (HDP), EuroDRG project, EUCBCC/ECAB, EUREGIO, PARENT)

Field Research: In-depth analysis of socio-demographic and financial variables concerning cross-border



patients already collected by network hospitals' information systems (WP4,5) and analysis of grouping algorithms for a selected list of eight principally elective treatments in at least 10 European countries (WP7).

Piloting of Systems: Testing of the functionality of the data/information collection tools in particular with regards to clarity, coherency, and user-friendliness.

Capacity Building: Development of a specific training program (including an easy-to-use manual) for the data collection/data entry procedures

Ethical Considerations: Guidelines with indications on privacy and ethical issues

Expected outcomes

- (1) Hospital Network - A network of hospitals with a functioning organisational structure and established means of communication
- (2) Knowledge Management Systems consisting of:
 - A system to report and exchange information on any administrative issues related to payment of care for cross-border patients (Web-based application)
 - A system to receive feedback from patients in relation to reimbursement costs (and quality of care)
- (3) Information on:
 - The main problems facing hospitals when it comes to the payment of care for cross-border patients
 - The differences in DRG categories and DRG-based tariffs
 - The general cost levels between Member States and discrepancies between general cost levels
 - An estimation of the impact of cross-border care in financial terms (hospitals/patients)
 - An estimation of the level of satisfaction of patients in relation to reimbursement costs (and quality of care)
- (4) Recommendations
 - Recommendations on the organisational requirements for cross-border management of payment issues in view of the enforcement of Directive 2011/24/EU by Oct 2013

General objective of the project

The recent Directive 2011/24/EU on the application of patients' rights in cross-border healthcare represents a major step forward in providing clarity about the rights of patients who seek healthcare in another MS. This said, it has also opened up uncertainties about the practical implications that the Directive will have on the organisation of healthcare systems, especially when it comes to payment and reimbursement of services. There is ambiguity around the concepts of costs, tariffs and reimbursement levels and procedures. The period in which MSs are required to transpose the Directive presents an opportunity to prepare for the enforcement of this legislation and test, in a controlled setting, the various critical issues that may arise. This represents the general objective of this project: to obtain a better understanding of the financial and organisational requirements that may arise as a result of a patient receiving healthcare outside the MS of affiliation.

Specific objective(s) of the project

#	Title	Description
1	To set up a pilot network of hospitals that receive a significant number of patients from other Member States	The focus of activities will be on the setting up of mechanisms that allow for an efficient network functioning so that it can be sustained after project completion and progressively extend its membership to other hospitals across MS.
2	To exchange information related to all aspects of payment of cross-border	The focus of activities will be on the creation of a web-based information system that can be utilised by the hospital

#	Title	Description
	care at service-provider level	network to collect the relevant required information on the basis of a pre-defined set of variables.
3	To obtain feedback from patients in relation to reimbursement of costs	The focus of activities will be on the elaboration of a questionnaire that will be utilised by the hospital network to obtain information from cross-border patients on their experience regarding the reimbursement of costs.
4	To compare tariffs across Member States	The focus of the activities will be on analysing the grouping algorithms for a selected list of principally elective treatments and the comparison of the level of reimbursement for the selected interventions.
5	To investigate existing experiences of cross-border care	The focus of the activities will be on “direct” cross-border healthcare and “Health Tourism”
6	To provide recommendations on the organisational requirements for cross-border management of payment issues in view of the enforcement of Directive 2011/24/EU by October 2013	The recommendations will be drawn up in two formats to reflect the different target audience: a full report detailing all findings directed at policy makers; a “handbook” for service providers with practical recommendations

Deliverables

Deliverables identified in the following table shall be submitted to EAHC, within two months of the delivery month for the technical and final reports and within one month of the delivery month for all other deliverables

#	Title	Description	Confidential level	Month of delivery
1	Web-based Management Information Tool	WP1: This tool allows the Lead Partner to monitor the compliance of each partner with assigned tasks and with cost reporting rules. Specifically, a section of the web-tool will be dedicated to updating all relevant financial documents.	Confidential	2
2	Dissemination Strategy	WP2: The Dissemination Strategy will address the issue of sustainability and will include a stakeholder analysis and the definition of channels of communication.	Scientif. community only	3
3	Interim and financial reports including evaluation reports	WP1/WP3: These reports will assess the progress of the project and the achievement of objectives against indicators as defined in the Logical Framework Matrix	Confidential	30
4	Database including Training Package (Programme and user Manual and Guidelines on Ethical and Privacy issues)	WP4: A database for data collection/entry of cross-border patient info according to pre-defined variables including socio-demographic, health-related and administration variables.	Scientif. community only	11
5	Questionnaire Protocol and	WP5: A questionnaire to gather	Scientif.	11

#	Title	Description	Confidential level	Month of delivery
	Questionnaire (including Guidelines on ethical and privacy issues)	information on the reimbursement process, patient motivation for mobility and perceived quality.	community only	
6	Full survey report	WP5: Survey report on patient feedback with data per country and per topic (reimbursement, motivation, quality of care)	Scientif. community only	20
7	Network Protocol and Quality Assurance System	WP6: A protocol establishing the network, clearly outlining the roles and responsibilities of each member and mechanisms for communication among members including a system for QA.	Public	11
8	Report on comparison of DRG tariffs	WP7: An analysis of the grouping algorithms for a selected list of principally elective treatments under consideration of the level of complexity, the utilisation of innovative technologies, the number of interventions and relative importance	Public	24
9	Report with compilation of case studies	WP8: Report with case studies on "Direct" cross-border healthcare and "Health Tourism".	Public	14
10	Report with recommendations (Full report and "Handbook")	WP9: Report with recommendations on the organisational requirements for cross-border management of payment issues in view of the enforcement of Directive 2011/24/EU by October 2013	Public	27

OVERVIEW - Work Packages and deliverables

#	Title	Leader	Start	End	Deliverables	Global Cost	Staff
1	Coordination of the project	AOUI-VR	1	30	Web-based Management Information Tool Interim and financial reports including evaluation reports	177 089€	274
2	Dissemination of the project	HOPE	1	30	Dissemination Strategy	158 671€	400
3	Evaluation of the project	MoH-IT	1	30	Interim and financial reports including evaluation reports	56 560€	143

#	Title	Leader	Start	End	Deliverables	Global Cost	Staff
4	System for exchange of information	AOUI-VR	1	28	Database including Training Package (Programme and user Manual and Guidelines on Ethical and Privacy issues)	333 048€	831
5	System to receive feedback from patients	NIPH-RS	1	28	Questionnaire Protocol and Questionnaire (including Guidelines on ethical and privacy issues) Full survey report	205 106€	573
6	Hospital Network	HCL	2	28	Network Protocol and Quality Assurance System	146 008€	397
7	Comparison of DRG-based tariffs	TUB	2	28	Report on comparison of DRG tariffs	132 576€	468
8	Investigation on key thematic issues: tourism, cross-border health	2nd (D.Y.PE)	2	14	Report with compilation of case studies	36 271€	120
9	Recommendations	NÖGUS	1	28	Report with recommendations (Full report and "Handbook")	100 977€	159
						1 346 306€	3 371

Horizontal Work Packages

Work package #1

Work package title: Coordination of the project

Work package description: Actions undertaken to manage the project and to make sure that it is implemented as planned

Work package leader: AOUI-VR

List of the partners involved

HCL, AOU-LG, MHEC, TUB, 2nd (D.Y.PE), LKH Villach, NÖGUS, GYEMSZI, UB, C.H.U de Nice, ASS5-BF, NIPH-RS, SBI, HOPE, GH-Rhodes, AOU-SMM, MoH-IT, OO.RR.BG., AUGH

List of deliverable(s) linked to this work package

Deliverable #	Deliverable title
1	Web-based Management Information Tool
3	Interim and financial reports including evaluation reports

Milestones reached by this work package

#	Milestone title	Month of achievement
1	Kick-off meeting	2
2	1st Interim Meeting	11
3	Interim Report (technical + financial)	16
4	2nd Interim Meeting	19
5	Final Report (technical + financial)	30

Work package #2**Work package title:** Dissemination of the project**Work package description:** Actions undertaken to ensure that the results and deliverables of the project will be made available to the target groups.**Work package leader:** HOPE**List of the partners involved**

HCL, AOU-LG, MHEC, TUB, 2nd (D.Y.PE), LKH Villach, NÖGUS, GYEMSZI, UB, C.H.U de Nice, ASS5-BF, NIPH-RS, SBI, HOPE, GH-Rhodes, AOU-SMM, MoH-IT, OO.RR.BG., AUGH

Overview table showing the distribution and target for all project deliverables

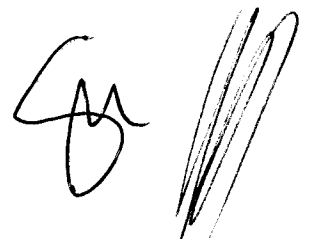
#	Title	Distribution channel	Target audience
1	Web-based Management Information Tool	Website	Associated Partners, EC Project Officers
2	Dissemination Strategy	Uploaded on Web-based Management Tool	Associated Partners, EC Project Officers
3	Interim and financial reports including evaluation reports	Email	Associated Partners, EC Project Officers
4	Database including Training Package (Programme and user Manual and Guidelines on Ethical and Privacy issues)	Website, Email	Associated Partners and Collaborating Partners, EC Project Officers
5	Questionnaire Protocol and Questionnaire (including Guidelines on ethical and privacy issues)	Website, Email	Associated and Collaborating Partners, EC Project Officers
6	Full survey report	Website, Hardcopy distribution at final conference	Associated and Collaborating Partners, Healthcare providers, National and Regional health Ministries, Policy Makers, EC Project Officers, .
7	Network Protocol and Quality Assurance System	Website, Email	Associated and Collaborating Partners, EC Project Officers
8	Report on comparison of DRG tariffs	Website, Hardcopy distribution at final conference	Healthcare providers, National and Regional health Ministries, Policy Makers, EC Project Officers
9	Report with compilation of case studies	Website, Hardcopy distribution at final conference	Healthcare providers, National and Regional health Ministries, Policy Makers, EC Project Officers
10	Report with recommendations (Full report and "Handbook")	Website, Hardcopy distribution at final conference, Email to key stakeholders	Patient Associations, Healthcare providers, National and Regional health Ministries, Policy Makers, EC Project Officers

List of deliverable(s) linked to this work package

Deliverable #	Deliverable title
2	Dissemination Strategy

Milestones reached by this work package

#	Milestone title	Month of achievement
1	Website Launch	6
2	Publication of project leaflet	6
3	Publication of recommendations	27



Work package#3**Work package title:** Evaluation of the project**Work package description:** Actions undertaken to verify if the project is being implemented as planned and reaches the objectives.**Work package leader:** MoH-IT**List of the partners involved**

HCL, AOU-LG, MHEC, TUB, 2nd (D.Y.PE), LKH Villach, NÖGUS, GYEMSZI, UB, C.H.U de Nice, ASS5-BF, NIPH-RS, SBI, HOPE, GH-Rhodes, AOU-SMM, MoH-IT, OO.RR.BG., AUGH

List of specific objectives**Specific objective 1** To set up a pilot network of hospitals that receive a significant number of patients from other Member States

Process Indicators	Output Indicators	Outcomes Indicators
-N° of hospitals contacted to participate in the network	-N° of hospitals that are full members of the network	-Possibility of network to expand
-N° of tools/mechanisms (website, protocols....) for communication within the network	-N° of contacts between hospitals	-Improved communication between hospitals
-N° of staff who participate in training on data/information collection activities	-Increased capacity of staff to collect data/information	-Improved quality of data/information collected

Specific objective 2 To exchange information related to all aspects of payment of cross-border care at service-provider level

Process Indicators	Output Indicators	Outcomes Indicators
-Quantity of data/information collected	-Quality of data/information collected	-Improved understanding of payment of cross-border care
-Cross-border hospitalisation rate	-N° of cases included for analysis	-Improved understanding of payment of cross-border care

Specific objective 3 To obtain feedback from patients in relation to reimbursement of costs

Process Indicators	Output Indicators	Outcomes Indicators
-N° of information leaflets asking patients to partipate in interview distributed	-N° of questionnaires completed	-Increased information on patients' opinions about cross-border care
-N° of questionnaires received	-Quality of information collected	-Increased information on patients' opinions about cross-border care

Specific objective 4 To compare tariffs across Member States

Process Indicators	Output Indicators	Outcomes Indicators
-N° of common types of elective surgery identified	-N° of common types of elective surgery included for analysis	Improved uderstanding of differences/similarities in diagnosis and coding systems
-N° of tariffs collected	-N° of tariffs compared	Improved understanding of differences/similarities in variable utilisation for DRG classification

Specific objective 5 To investigate existing experiences of cross-border care

Process Indicators	Output Indicators	Outcomes Indicators
-N° of potential case studies identified	-N° of case studies carried out -N° of site-visits carried out -N° of people interviewed	- Relevance of findings for final recomendations

Specific objective 6 To provide recommendations on the organisational requirements for cross-border management of payment issues in view of the enforcement of Directive 2011/24/EU by October 2013

Process Indicators

-N° of reports distributed
 -N° of reports downloaded from website

Output Indicators

- Quality and utility of report (feedback forms)
 - as above

Outcomes Indicators

-N° of references made to the report in a policy context
 - as above

List of deliverable(s) linked to this work package

Deliverable #	Deliverable title
3	Interim and financial reports including evaluation reports

Milestones reached by this work package

#	Milestone title	Month of achievement
1	Engage an external Evaluator	4
2	Interim Evaluation Report	15
3	Final Evaluation Report	30

Work package# 4**Work package title:** System for exchange of information**Work package description:** System for exchange of information**Work package leader:** AOUI-VR**List of the partners involved**

HCL, AOU-LG, MHEC, TUB, 2nd (D.Y.PE), LKH Villach, NÖGUS, GYEMSZI, UB, C.H.U de Nice, NIPH-RS, SBI, GH-Rhodes, AOU-SMM, OO.RR.BG., AUGH

List of deliverable(s) linked to this work package

Deliverable #	Deliverable title
4	Database including Training Package (Programme and user Manual and Guidelines on Ethical and Privacy issues)

Milestones reached by this work package

#	Milestone title	Month of achievement
1	Variables for dataset defined	6
2	Piloting of database completed	7
3	Staff trained in using the database	10
4	Database activated in all hospitals	11
5	Analysis of preliminary findings	20



Work package# 5**Work package title:** System to receive feedback from patients**Work package description:** System to receive feedback from patients**Work package leader:** NIPH-RS**List of the partners involved**

AOUI-VR, HCL, AOU-LG, MHEC, TUB, 2nd (D.Y.PE), LKH Villach, NÖGUS, GYEMSZI, UB, C.H.U de Nice, SBI, GH-Rhodes, AOU-SMM, OO.RR.BG., AUGH

List of deliverable(s) linked to this work package

Deliverable #	Deliverable title
5	Questionnaire Protocol and Questionnaire (including Guidelines on ethical and privacy issues)
6	Full survey report

Milestones reached by this work package

#	Milestone title	Month of achievement
1	Questionnaire ready	8
2	Piloting of Questionnaire completed	11
3	Launch of survey in all participating hospitals	14
4	Analysis of preliminary findings	20



Work package# 6**Work package title:** Hospital Network**Work package description:** Hospital Network**Work package leader:** HCL**List of the partners involved**

AOUI-VR, AOU-LG, MHEC, LKH Villach, 2nd (D.E.PE), NOGUS, SBI, HOPE, MoH-IT, GYEMSZI, C.H.U de Nice, GH-Rhodes, AOU-SMM, OO.RR.BG., AUGH

List of deliverable(s) linked to this work package

Deliverable #	Deliverable title
7	Network Protocol and Quality Assurance System

Milestones reached by this work package

#	Milestone title	Month of achievement
1	Training programme	19
2	Official launch of the network	28



Work package# 7**Work package title:** Comparison of DRG-based tariffs**Work package description:** Comparison of DRG-based tariffs**Work package leader:** TUB**List of the partners involved**

AOUI-VR, HCL, AOU-LG, MHEC, 2nd (D.Y.PE), LKH Villach, GYEMSZI, NOGUS, UB, C.H.U de Nice, NIPH-RS, SBI, GH-Rhodes, AOU-SMM, OO.RR.BG., AUGH

List of deliverable(s) linked to this work package

Deliverable #	Deliverable title
8	Report on comparison of DRG tariffs

Milestones reached by this work package

#	Milestone title	Month of achievement
1	Selection of relevant treatments	16
2	Analysis of grouping algorithms for selected in treatments in partner countries	20
3	Defining patient vignettes and collecting payment (tariff) information for these from partner countries	25

Work package# 8**Work package title:** Investigation on key thematic issues: tourism, cross-border health**Work package description:** Investigation on key thematic issues: tourism, cross-border health**Work package leader:** 2nd (D.Y.PE)**List of the partners involved**

ASS5-BF, AOU-SMM, AUGH, SBI, LKH Villach, GH-Rhodes, NIPH-RS, C.H.U de Nice, MHEC,

List of deliverable(s) linked to this work package

Deliverable #	Deliverable title
9	Report with compilation of case studies

Milestones reached by this work package

#	Milestone title	Month of achievement
1	Site selection for case studies	4
2	Site Visits concluded	10



Work package# 9

Work package title: Recommendations

Work package description: Recommendations

Work package leader: NÖGUS

List of the partners involved

AOUI-VR, HCL, TUB, 2nd (D.Y.PE), UB, NIPH-RS, HOPE, MoH-IT

List of deliverable(s) linked to this work package

Deliverable #	Deliverable title
10	Report with recommendations (Full report and “Handbook”)

Milestones reached by this work package

#	Milestone title	Month of achievement
1	Completion of Mapping Exercise and Literature Review	6
2	Final conference for the official launch of Report with Recommendations	28



Timetable specification

	WP 1	WP 2	WP 3	WP 4	WP 5	WP 6	WP 7	WP 8	WP 9
M1	X	X	X	X	X				X
M2	MD	X	X	X	X	X	X	X	X
M3	X	D	X	X	X	X	X	X	X
M4	X	X	M	X	X	X	X	M	X
M5				X	X	X	X	X	X
M6	X	M	X	M	X	X	X	X	M
M7	X	X	X	M	X	X	X	X	X
M8	X	X	X	X	M	X	X	X	X
M9	X	X	X	X	X	X	X	X	X
M10	X	X	X	M	X	X	X	M	X
M11	M	X	X	MD	MD	D	X	X	X
M12	X	X	X	X	X	X	X	X	X
M13	X	X	X	X	X	X	X	X	X
M14	X	X	X	X	M	X	X	D	X
M15	X	X	M	X	X	X	X		X
M16	M	X	X	X	X	X	M		X
M17	X	X	X	X	X	X	X		X
M18	X	X	X	X	X	X	X		X
M19	M	X	X	X	X	M	X		X
M20	X	X	X	M	MD	X	M		X
M21	X	X	X	X	X	X	X		X
M22	X	X	X	X	X	X	X		X
M23	X	X	X	X	X	X	X		X
M24	X	X	X	X	X	X	D		X
M25	X	X	X	X	X	X	M		X
M26	X	X	X	X	X	X	X		X
M27	X	M	X	X	X	X	X		D
M28	X	X	X	X	X	M	X		M
M29	X	X	X						
M30	MD	X	MD						
M31									
M32									
M33									
M34									
M35									
M36									

Associated partners

#	Institution	Legal Representative (First name and Last name)	Address (City, Country)
1	Hospices Civils de Lyon	Daniel,Moinard	Lyon,France
2	Azienda Ospedaliera Universitaria San Luigi Gonzaga	Sergio,Morgagni	Orbassano (To),Italy
3	Ministry for Health, the Elderly and Community Care	Kenneth,Grech	Valletta,Malta
4	Technische Universität Berlin	Anette,Schade	Berlin,Germany
5	2nd Regional Health Care Administration of Piraeus and Aegean Islands	Christina,Papanikolaou	Piraeus,Greece
6	KABEG - Landeskrankenanstalten-Betriebsgesellschaft – Landeskrankenhaus Villach	Karl,Wulz	Villach,Austria
7	Niederösterreichischer Gesundheits- und Sozialfonds (Lower Austrian Health and Social Fund)	Martin,Bauer	Sankt Poelten,Austria
8	National Institute for Quality- and Organizational Development in Healthcare and Medicines	Krisztina,Török	Budapest,Hungary
9	Università Commerciale Luigi Bocconi	Bruno,Pavesi	Milano,Italy
10	Centre Hospitalier Universitaire de NICE (General teaching hospital of Nice)	Emmanuel,Bouvier-Muller	Nice,France
11	Azienda per i Servizi Sanitari N.5 “Bassa Friulana”	Bordon,Paolo	Palmanova (UD),Italy
12	National Institute Of Public Health	Marija,Seljak	Ljubljana,Slovenia
13	Splosna Bolniscnica Izola - General Hospital Izola	Jani,Dernic	Koper - Capodistria,Slovenia
14	HOPE - Eurpean Hospital and Healthcare Federation	Pascal,Garel	Bruxelles,Belgium
15	General Hospital of Rhodes	Michalis,Kokkinos	Rhodes,Greece
16	Azienda Ospedaliera – Universitaria “S.Maria della Misericordia” di Udine	Carlo,Favaretti	Udine,Italy
17	Ministry of Health	Fabrizio,Oleari	Rome,Italy
18	Ospedali Riuniti Bergamo	Carlo,Nicora	Bergamo,Italy
19	Attikon University General Hospital	Ilias,Lampiris	Haidari,Greece



Collaborating partners

#	Institution	Contact person (First name and Last name)	Address (City, Country)
1	Agence Régional de Santé	Riffard-Voilque Martine	,Provence-Alpe-Cote D'Azur France
2	Regional Health Government	Brancati Roberto	,Friuli Venezia Giulia , Trieste Italy
3	Struttura Progetti "Sanità Internazionale"	Corti Carlo	,Milano, Lombardia Italy
4	Regional Health Government - Carinthia	Kaiser Peter	,Klagenfurt am Wörthersee Carinthia, Austria
5	Regional Health Government - Veneto	Cattarin Amleto	,Venezia Italy
6	OECD - Organisation for Economic Co-operation and Development	Pearson Mark	,Paris France
7	WHO - European Observatory on Health Systems and Policies	Glinos Irene A.	,Brussels Belgium
8	Assessorato alla Sanità della Provincia Autonoma di Bolzano	Zerzer Florian	,Bolzano Italy
9	Ministère du travail, de l'emploi et de la santé	MANTION Stéphane	,Paris, France
10	Agence Régionale de Santé Rhone-Alpes	Patrik Vandenberg	,Lyon, France
11	Vienna Hospital Association	Ulrike Neuhauser	,Vienna, Austria
12	ASL N°10 (Local Health Unit)	Paolo Stocco	,San Donà di Piave, Veneto, Italy
13	Oss. Epidemiologico e Flussi Informativi	Carlo Zocchetti	,Milano, Lombardia, Italy
14	Ospedale dell'Angelo di Mestre	Onofrio Lamanna	,Venezia, Veneto, Italy
15	Brezice General Hospital	Marija Kosem	,Brezice, Slovenia
16	Ministry of Health	Zvedzana Veber-Hartman	,Ljubljana, Slovenia

ANNEX 1b

Acronym: HoNCAB

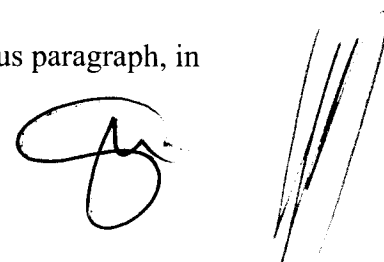
Title: 3.3.1.1. Support creation of pilot network of hospitals related to payment of care for cross border patients

Problem analysis including evidence base

Patient mobility across borders is certainly not a new phenomenon. On the contrary, the number of EU citizens who decide to seek healthcare in a MS other than the MS of affiliation has been steadily rising over the years. According to the European Commission, the current scale of cross-border mobility amounts to 1% (€10 billion) of overall EU-27 states public health spending (€1,000 billion). Although it has been recognised that there is a shared set of operating principals among healthcare systems throughout the EU, it is equally recognised that practical ways in which these values and principles become a reality, vary significantly between MSs. The recently adopted Directive 2011/24/EU of 9th March 2011 represents a major step forward in addressing these practical differences. One such practical difference relates to the processing of payments and payment claims related to health care received abroad. The simplification of this process depends on the comparability of hospital services. Therefore, one of the essential tasks is the definition of a common patient classification framework (e.g. diagnosis, procedures, severity level, etc.). Ideally, diagnosis-related groups (DRGs) can serve as a uniform definition of hospital services. However, the utilisation of DRGs as a payment tool differs widely across the EU from hospital specific negotiated prices in some EU Member States to nationwide agreed tariffs in others. Information exchange and communication is also key to improving the efficacy of the payment process. Indeed, differences in the political, administrative and legal systems can lead to a breakdown in communications between the key actors (patient, provider and payer) and consequently bottlenecks in the organisation, payment and reimbursement of cross-border services. Addressing these organizational barriers and improving information and communication flows across borders are the two main themes that lie at the heart of this project.

In terms of the adequacy of the project with the political, social and cultural context, the HoNCAB project has been designed in such a way so as to address, even if only in part or in preliminary way, a variety of complex considerations as follows:

- the existence in all MSs, albeit with significant differences in organization and rules of operation, of healthcare systems with a strong public role/governance, including a series of more or less explicit measures of demand control /regulation and strong attention to the risks of financial sustainability, increasingly important in the current phase of economic crisis and the related stress caused by the latter on many health systems;
- the existing differences in socio-economic status among Member States, and consequently, even if not always proportionately, in the level of health investment and the related levels of payment for interventions with the same technical complexity – an issue of utmost relevance for the purposes of this project;
- the probable difference, partly related to considerations listed in the previous paragraph, in



the quality of health services among the different Member States; in the present absence of a common European framework of rules and controls, this situation might impair the actions of MS in ensuring their citizens the right to a safe and appropriate healthcare – an obligation often established in the MS's Constitution;

- last but not least, the lack of expertise – with a few specific exceptions - of health care

providers, particularly hospitals, in offering the full range of their services to citizens of other Countries and, meanwhile, to act in "competition" with providers located in other States in relation to a higher quality offer for the nationals of their own Country.

Bearing in mind the above, the HoNCAB project is a timely initiative that strives to take advantage of the interval between the adoption of the Directive 2011/24/EU and its definitive application in the MSs. This is a delicate period in that many MSs may chose to apply either a more favourable approach or a more restrictive and budget conscious approach when transposing the Directive into National legislation. The chosen strategy hinges greatly on available information and the HoNCAB project hopes to fill the gap by making available some preliminary but "real" data on the impact of patient mobility and by fine-tuning the methods of classification of the tariffs and the related techniques for comparison. Furthermore, the HoNCAB project will provide a framework for the launch of a pilot hospital network which will be quite extensive in its initial form and that will be designed to grow over time. Such a network will allow the participating hospitals to have a practical experience of the opportunities and critical issues of cross-border care and to share problems and solutions with other MS.

Target groups

1) **Patients** seeking and receiving care outside their Member State of affiliation:

Who need to know which rules are applicable with regard to payment and reimbursement so that they can make an informed choice;

Who should be treated equitably on the basis of healthcare needs rather than on the basis of their MS of affiliation

2) **Healthcare providers**(e.g Hospitals):

Who need to be able to dialogue with their respective counterparts regarding payment/reimbursement procedures;

Who need to be able to provide patients with clear information on payment and reimbursement procedures (invoices, prices, authorisation status, insurance cover, professional liability etc.)

3) **National and Regional Health Ministries:**

Who need to be able to monitor the effects of the new European Directive 2011/24/EU on National healthcare systems;

Who need to be able to ensure access to safe and high-quality healthcare to cross-border patients according to the principle of non-discrimination;

Who need to be able to apply transparent mechanisms for calculation of costs of cross-border healthcare that are to be reimbursed, based on objective, non-discriminatory criteria that are known in advance

4) **Policy makers at EU level:**

Who need to be able to monitor the impact of new European legislation on the application of patients' right in cross-border healthcare both at the Micro level (Healthcare providers, purchasers and regulators) and at the Macro level in terms of market mechanisms and competitive pressures.

Methods and means

Consultation Process: From the project design phase through to project conclusion, the project will ensure constant consultation with key stakeholders. Already, when designing this project, key stakeholders were contacted and contributed to the formulation of Logframe Matrix outlining the objectives and expected results of the project. This consultation process will continue throughout the lifetime of the project to allow for constant monitoring and adjustment where necessary.

Secondary research: It is important to gather all pertinent available data and information about cross-border cooperation arising from previous and on-going EU-funded projects (e.g HealthBasket, Hospital Data Project (HDP), EuroDRG project, EUCBCC/ECAB, EUREGIO).

As well as providing a basis for the research activities for the other WPs, this will be important to ensure synergies and to avoid overlapping of activities. A literature review to define and characterise cross-border care will also be carried out. A specific collaboration will be sought with the project “**Cross-Border Patient Registries Initiative- PARENT**” which has been accepted for the award of a financial contribution in the form of a Joint Action and which is led by the National Institute of Public Health in Slovenia which is a partner also in the HoNCAB project.

Field Research: A key step in the field research will be the elaboration of the data set. For WP4 and WP5, this concerns the in-depth analysis of socio-demographic and financial variables concerning cross-border patients already collected by network hospitals' information systems in order to identify the variables to be included. With regard to the data/information collection itself, each participating hospital will identify at least one person who will be responsible for the data entry. For WP7, this concerns the analysis of grouping algorithms for a selected list of eight principally elective treatments in at least 12 European countries under consideration of the level of complexity, the utilisation of innovative technologies, the number of interventions and relative importance for cross-border health care. WP4, WP5 and WP7 are intrinsically linked with WP4 providing the patient data for WP5 and WP7.

Piloting of Systems: For the setting up of knowledge management systems (WP4 and WP5), a piloting of the systems will be foreseen. This is important to test the functionality of the data/information collection tools in particular with regards to clarity, coherency, and user-friendliness.

Training/Capacity Building: For the data collection/data entry procedures, a specific training program (including an easy-to-use manual) will be developed in order to standardise all the procedures among the participating countries. For the first period, a tutoring service for data collectors will be assured. A separate training will be foreseen also in the context of WP6 and will take the form of capacity building on organizational development of the Network structure.

Ethical Considerations: With regards to the data/information collection, strict compliance with the rules of privacy and ethical issues existing in the different MSs will be ensured with the most restrictive legislation applying. Guidelines with indications on privacy and ethical issues will be drawn up for this purpose.



Expected Outcomes

Hospital Network - A network of hospitals with a functioning organisational structure and established means of communication

Knowledge Management Systems consisting of:

- A system to report and exchange information on any administrative issues related to payment of care for cross-border patients (Web-based application)
- A system to receive feedback from patients in relation to reimbursement costs (and quality of care)

Information

- Information on the main problems facing hospitals when it comes to the payment of care for cross-border patients
- An estimation of the impact of cross-border care in financial terms (hospitals/patients)
- An estimation of the level of satisfaction of patients in relation to reimbursement costs (and quality of care)
- Information on the differences in DRG categories and DRG-based tariffs
- Information on the general cost levels between Member States and discrepancies between general cost levels

Recommendations

- Recommendations on the organisational requirements for cross-border management of payment issues in view of the enforcement of Directive 2011/24/EU by October 2013

External and internal risk analysis and contingency planning

The risks are graded as either low or medium risks. No high risks are foreseen.

Low Risk: Difficulties of partners with financial management.

Contingency Plan: Use of "management web tool" and assistance from lead partner.

Low Risk: Negative evaluation of project progress.

Contingency Plan: Steering Committee and Advisory Board involvement.

Low Risk: Difficulties in obtaining approvals from ethics committees/bodies from each country.

Contingency Plan: Drawing up of guidelines on ethical/privacy issues. Application of strictest rules. Expert opinion from European Observatory on Health Systems and Policies.

Medium Risk: Differentiated levels of cooperation from the hospital administration staff responsible for carrying out the project activities (e.g data entry, distribution of questionnaire etc.) resulting in some hospitals "performing" better than others in terms of achieving project activities.

Contingency Plan: An ad hoc training programme accompanied by a reference manual and tutoring service for data collectors.

Medium Risk: Drop-out from Hospital network

Contingency Plan: Instill a sense of ownership of the project among the hospitals participating in the project by actively involving representatives from the hospitals (even if not project partners) in project implementation,

Medium Risk: Lack of cooperation/interest from patients for the completion of questionnaires.

Contingency Plan: Clear and concise literature detailing the nature of the project and objective of questionnaire translated into all the languages of the project partners.

Medium Risk: Insufficient number of common types of elective surgery in order to compare DRG-based tariffs.
Contingency Plan: The WP will be structured in such a way to allow for an adjustment to the list of medical treatments, interventions and countries to be included for comparison, if necessary.

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Horizontal Work package - Description of the work

Work package number 1 - Coordination

The WP1 leader will set up an organisational structure that will ensure the smooth implementation and quality of the project process and outputs. Firstly, a Steering Committee (SC) made up of one representative from each of the project partners, will be set up. The role of the SC is to provide general oversight functions of the project progress and responsibility for adjusting the project during the implementation phase.

In addition, an Advisory Board (AB) will be set up consisting of a Policy Officer from the European Observatory on Health Systems and Policies and a Policy Officer from the EC. A representative from a hospital located in North European country, with particular experience in the area of patient mobility, will also be asked to sit on the Advisory board. Furthermore, subject to agreement by the SC, representatives from other stakeholder organisations (e.g Patients, payers at local and national level such as BEUC,EPF,ESIP,AIM) may also be invited to sit on the board. The role of the AB is to provide support to the SC at critical stages of the project (e.g piloting stages) and on any key challenging issues.

In terms of activities, the project leader will be responsible for the internal and external management of the project as follows:

- Communication and Decision Making (maintaining continuous and constructive communication between all partners, regular teleconferences)
- Administrative Co-ordination (the correct handling of contractual documents and the proper communication with the EC)
- Financial Management (monitoring of the correct budget use through the web-based management tool).
- Reporting (reporting to the EC in accordance with requirements as per Grant Agreement).
- Conflict Management: The Project leader will be responsible for addressing any difficult or conflict situations that may arise during project implementation. Should such a situation arise, the project leader will make a site visit to the premises of the partner in question and discuss openly and directly the problems and issues at stake in a constructive manner. Should communication break down, the problem shall be put to the Steering Committee and a vote will be taken on the most appropriate course of action.

All partners will also be required to sign a partnership agreement where roles and responsibilities will be outlined. Four meetings (Kick-off, 1st Interim, 2nd Interim, Final) will be organised during the lifetime of the project. In order to maximise resources, the meetings will combine a number of different meeting events, namely: SC meetings, Partner Meetings, Technical Workshops and Network meetings

Finally, given the ambition, complexity and political relevance of the project, the Project Leader will liaise frequently with the Ministry of Health in Italy for guidance and support in relation to the political management of the consortium.



Work package number 2 - Dissemination

The dissemination of results will address the audiences representing the target audiences of the project (i.e. Patients, Healthcare providers, National/Regional Ministries, Policy Makers).

During the kick-off meeting a dissemination strategy (DS) will be discussed by all partners. The DS will address the issue of sustainability and will include a stakeholder analysis and the definition of channels of communication.

Key features of the DS are as follows:

- A substantial impact on the DS is guaranteed by the choice of HOPE as WP leader who has access to a wide network of hospitals and healthcare services as well as national and European decision makers and by the participation of the European Observatory on Health Systems and Policies who represent an important link to policy makers at a EU and national level.
- Dissemination will also take place through other partner networks such as EUREGHA, EuroHealthNet, Association of Border Regions, European Association of Regions etc.
- All external reports will be approved by the SC.
- Partners will be encouraged to publish results of the project in scientific journals.

Key messages of dissemination:

The activity of dissemination, together with the activity of communication, will ensure the sustainability of the project in the medium and long term. It will reinforce the sense of commitment of hospitals originally participating in the network and will pave the way for the inclusion of many additional hospitals by the time the Directive on patient rights in cross border care will have been transposed.

- During the lifetime of the project, updated information will be diffused among policy makers at national, regional and local level concerning cross-border activity and related issues and within the countries and at the EU level.
- Project findings, including issues, problems and solutions of healthcare providers facing similar issues, will be shared among project partners, but also among representatives of patients, local policy makers, healthcare providers and Ministries, allowing them to share information and learn from each other. It will concern all the areas of research involved in the project, e.g. effects of the EU Directive on national and regional health systems, payment and reimbursement related issues, clarity of rules for patients, citizens and institutions, etc.
- Finally, complete information about the work, the characteristics, the advantages and the process to join the network will be made available to a large range of hospitals and healthcare providers, especially in cross-border settings. This communication will also target other Ministries of health, which would encourage healthcare providers in their countries to join the network.

Means for dissemination:

- **Website.** A specific website will be created for dissemination, available as a page on the website of the WP2 leader. This will be a public website, which means that it will be accessible to all people interested and its contents will be fully available. All the deliverables will be available through the website, as well as all the material and documents that project partners want to make available to the general public.

Besides the general public and all of those that for different reasons will be interested in the findings of the project, the website mainly addresses the needs of all hospitals involved in the project, in fact it will gather all the documentation concerning the project activity, including for example progress reports, meeting reports (minutes), etc.



The website will also present complete and updated information about the network and the hospitals that have joined the network, the participating modality and all the relevant findings that might be useful for participating hospital to learn from each other

- A **newsletter** will provide up-to-date information to all project participants and general public about the main (selected) topics investigated within the project. It could be useful especially considering that only a project meeting per year is foreseen, but (*from experience*) it should be released no more often than every six months and it should refer to the website for further information. Receivers would be targeted through the local networks of project partners and through the international HOPE network.
- **Project leaflets** presenting the objectives, activities, partnership and the EU contribution will be prepared, translated (in the languages of the partners) and disseminated.
- **Electronic versions of project deliverables** will be disseminated through surface mail, institutional websites and presented at relevant national and EU events.
- **Hard copies and electronic versions of project deliverables**, especially the “Compendium of results” and the Handbook for hospitals dealing with the issue of foreign patients seeking treatment” will be sent to targeted stakeholders.
- WP2 leader will support the Hospital network in organising a **regional conference** to publicise the project and to engage other hospitals. The WP2 leader will prepare an info pack for the organisation of the event including information on the PH Programme and about the project, a template for the conference agenda, a template for collecting expressions of interest etc.
- the participation to national and international conferences will be supported.
- A **final conference** will be organised at EU level for the dissemination of project recommendations and the formal launch of the HoNCAB network
- WP2 leader will provide all partners with **support for local dissemination activities** in the form of guidelines (e.g. indications on document format, visibility requirements, use of EU logos, disclaimers)

Work package number 3 - Evaluation

Each partner will be periodically monitored according to process and output indicators. This activity will be facilitated by the use of the management web-tool, specifically dedicated to monitoring activities as described in WP1. During the kick-off meeting, all partners will discuss and agree on the detailed annual work plan, including the deadlines for achievement of activities and the evaluation frequency (according to main project milestones and deliverables).

Every year a progress report will be drawn up by each WP Leader, gathering information from partners involved in their WP (including evaluation of project activities at local level). This information will be summarized and included in the evaluation section of the interim report. At the end of the project a final evaluation report of the achievements will be prepared.

This report will assess the achievement of objectives against indicators as defined in the Logical Framework that was prepared when defining the project in consultation with all stakeholders. The report will be included in

the final report to the EAHC. Furthermore, an external evaluator will be appointed in order to carry out the ongoing and final evaluation of the quality of activities and deliverables.

A Terms of Reference (ToR) for the external evaluation will be drawn up specifically for the project and will include:

- Project Description
- Scope of the evaluation (including impact, appropriateness, efficiency, coverage, strategy, coherence)
- Methodology (e.g document review, interviews etc.)
- Timing and expected Outcomes (e.g submission of report by Month 30)
- Budget (for the evaluation activity)

The ToR and LF will provide an overall framework for the external evaluator, on the basis of which, he/she should carry out the evaluation. However, the evaluator is also expected to elaborate additional instruments to measure the effect of the project and for this reason, will be nominated as soon as possible after project launch.

Core Work Package - Description of the work

Work package number 4 – Systems for Exchange of Information

The core activity of this WP is the setting up of a web-based application (WBA) for data collection/entry whose mask could potentially cover the following:

- socio-demographic variables (e.g.: age, SES, country of origin, country of residence, etc);
- health-related variables (e.g.: diagnosis, type of intervention, IDC9-IDC10, etc);
- administration-related variables (e.g.: Tariffs, Insurance, use of upfront payments or reimbursements, delays in reimbursements, etc).

The setting up of the WBA encompasses two groups of activities:

- The analysis of hospitals' information systems on foreign patients by a data collection, and the identification and the test of variables to include in the WBA;
- The construction and the testing of the WBA including a training activity in the use of the system.

For the identification of the variables, an in-depth analysis of socio-demographic and financial variables concerning cross-border patients already collected by hospitals' information systems will be carried out and taken into consideration. A technical workshop will be organised to test the comparability of this information and possibly to identify new variables to collect. With regards to the data collection/entry, a specific training program (to be delivered on-site) and an easy-to-use manual will be developed in order to standardise all the procedures among the participating countries.

For the first period, a tutoring service for data collectors will be assured. In addition, a piloting of the tool will be carried out in selected hospitals. The database will be physically located in a structure to be agreed among all partners, in any case at the Head Quarters of one of the project partners. The structure that will host the database should have already services or facilities in place that manage and analyse patient data so that the necessary resources are in already available for supporting the management of the new database.

This WP is linked to WP5 and WP7 as the patients' data collection constitutes the background of both the patient survey (WP5) and the identification of relevant treatments for the reimbursement comparison based on DRGs (WP7).

Work package number 5 – System to receive feedback from Patients

The objective of WP5 is to create a system to receive feedback from patients receiving cross-border care with a focus on reimbursement issues. This said, the project will take advantage of the opportunity of coming into contact with patients to collect information also on perceived quality and on the motivations for patient mobility.

Patients from all EU MSs using health care services in the associated partner hospitals of this project and patients from the participating regions will be presented with a mailed survey asking them about their experiences with the reimbursement process with their responsible paying agencies of their home country and about the perceived quality with the provider in the host country.

The questionnaire will include the patient-related variables as defined in this project, including: socio-demographic, health-related and administration-related variables. It will have three foci:

1. The reimbursement process (information, duration of the process, problems)
2. Patient motivation for mobility (waiting lists/times, renowned providers, 'word-of-mouth')
3. The perceived quality (logistics, patient safety, clinical performance and standards, patient expectations)

The survey will be designed and piloted in the first year of the project (2012/2013) and carried out in the second (2013/2014), which is in line with the coming into force of the Directive. The recruitment of patients into the survey will be voluntary. Each patient will be fully informed of the project and its objectives and aims, will be asked to sign a written consent and will be provided with the outcomes of the project from own country as well as from the entire project. This WP links in particular with WP7 and WP9 and relies upon data from WP4, which will also serve as the main source for the follow-up of patients recruited for the survey

Work package number 6 – Hospital Network

The network has short term and long term objectives.

The short term objective of the network is to pilot the knowledge management systems created in WP4 and WP5 for the documentation and exchange of information on any administrative issues related to payment of care for cross border patients .

The long term objective of the network is provide the Community with a functioning system for information exchange the practical application of the Directive in terms of payment and reimbursement of care.

The setting up of the network will be divided into four steps, namely:

Step 1: Structures - A protocol establishing the network, clearly outlining the roles and responsibilities of each member and mechanisms for communication among members will be defined and adopted. This will require the setting up of a management structure and a management board, which will meet formally at least once a year. More frequent and/or on demand contacts with the coordination group and with other network units will take place through video conference. An internal QA System will also be devised outlining procedures to monitor the organizational structure, the communication mechanisms, the data/information collection processes and the resource utilisation for the functioning of the network. This is essential in view of the potential expansion of the network to include more hospitals from other MSs.

Step 2: Capacity Building - Implementation of internal regulations and quality procedures will be fostered by a specific training programme. Themes such as European Health legislation and Patients' rights, will also be

treated. A learning package will be produced by the partners HOPE and MoH-IT, with subsequent up-dates throughout the project duration.

Step 3: Implementation - Within each hospital, a project unit, located in the staff of health direction/administration, will be set up, with at least 1 person being appointed to act as the liaison officer for the hospital.

Step 4: Launch and Expansion - Once a hospital has completed all the above-mentioned steps, it will be rewarded with a certificate confirming its status as a network member. The hospital network will be officially launched on the occasion of the final conference which will be organised at a European level. Visibility of the network is essential when considering the longer term objective of expanding the network and so invitations to the final conference will be extended to policy makers at a high level. **The Future of the Network**

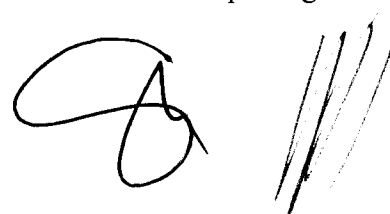
All MS are required to transpose Directive 2011/24/EU into their National Legislation by October 2013. This means that they will need to put in place the necessary mechanisms to correctly implement the provisions of the Directive. As this is relatively new terrain, it is likely that many countries will find themselves in some difficulties in terms of the practical arrangements especially when it comes to payment and reimbursement of services. If there is an existing network in place which has already devised and piloted information systems on these issues and that is willing to share experience and knowledge with other hospitals, then we envisage that the adherence to the network will be sought by hospitals themselves as opposed to the network having to market or solicit new members. As the setting up of the core network has been well-defined, the new members will replicate the structure and communication mechanisms that have been put in place in order to become operative members. Down the line, the network could consider the possibility of introducing a minimal membership fee to coordinate the secretariat after project conclusion. As hospitals will in any case have to invest in personnel and structures in order to deal with the practical implications of the Directive, such a fee could be viewed favourably as in the longer term it could save hospitals money in terms of alleviating an administrative burden. Furthermore, once the HoNCAB network is up and running, coordination with the national contact points for cross-border healthcare that each Member State is required to set up could be investigated. (Art. 48 of Directive 2011/24/EU) Member States may even decide to locate the new information body within the hospital that is a network member. A plan for the continuation of the network on conclusion of the project will be drawn up outlining a strategy for the HoNCAB expansion and sustainability.

Dissemination of information concerning the project and the network is key to the above-mentioned strategy as described above. Indeed, the project has foreseen the organisation of a **regional conference** as part of WP2 to publicise the project and to engage other hospitals in the network. The WP2 leader will prepare an info pack for the organisation of the event including information on the PH Programme and about the project, a template for the conference agenda, a template for collecting expressions of interest etc.

Finally, one of the main targets of the dissemination strategy will be national policy makers who should be informed of the existence of the network and of what it can offer to new members so that it is the Member State administrations themselves who indicate the HoNCAB network as a reference point when it comes to implementing the practical provisions of the Directive.

Work package number 7 – Comparison of DRG-based tariffs

As already outlined, there is a heterogeneous and non-transparent tariff and in particular DRG landscape across Europe which complicates the comparison of DRG classifications and tariffs. In order to overcome the mentioned drawbacks in comparing hospital products– and reimbursement based on DRGs – the work package will



analyse the grouping algorithms for a selected list of principally elective treatments (e. g. Appendectomy, Cholecystectomy, Coronary artery bypass graft surgery [CABG], Delivery/ Childbirth, Hip replacement/revision, Inguinal hernia repair, Knee replacement/revision, Mastectomy [Breast cancer]) in at least 8 of the 9 European countries (Italy, France, Malta, Germany, Greece, Austria, Hungary and Slovenia) which are participating the project. Furthermore the grouping logic can be compared with previous results from England, Estonia, Finland, Ireland, Poland, Spain and Sweden.”.

Among others this analysis will uncover:

- Differences in variable utilisation for DRG classification (e. g. age, secondary diagnosis, and procedures) across countries
- Differences in diagnosis and procedure coding systems for elective surgery treatments in Europe - The number of DRGs in each country to which relevant patients can be grouped Furthermore, based on predefined patient characteristics (vignettes) such as age and severity level the level of reimbursement for selected interventions in the specific countries will be compared

Work package number 8 –Investigation on key thematic issues: tourism, cross-border care

It is clear that existing practices of cross-border patient mobility can provide an important insight into successful forms and mechanisms of collaboration. Specifically, two areas merit investigation as follows:

- “direct” cross-border healthcare, i.e. those interventions – both at hospital and community level – offered to non-national citizens living in a specific limited geographic area near the borders, usually regulated within the frame of specific agreements between two (or more) bordering Regions/Local Health Units/Agencies.
- Health Tourism – mainly but not exclusively at Hospital level – in those cities/areas with high tourism-related people flows in particular of elderly persons and/or those affected by chronic disease. The health system potential impact related to the increasing number of EU nationals living a part of the year in a different MS (usually Mediterranean regions) will also be considered.

The leadership of the WP will be shared by the 2 partners who have been selected due to their experience in these respective areas and geographical location (A.S.S. n.5 - Bassa Friulana in an area bordering 2 countries) and 2nd D.Y.P.E (Mediterranean area with high presence of “permanent” tourists.) This WP will carry out case-studies (by means of data collection, site visits, surveys using key-informants) in selected areas. The site selection will be also supported by the interaction of already existing Agreements/Projects on cross-border healthcare in the Partner countries. Information to be investigated should include: number and characteristics (socio-demographic and health-related) of people involved in these flows; regulations and organisation of healthcare in the specific sites; opinion of non national citizens about access to services; use of e-health techniques for the management of clinical data and health-care continuity; financial aspects (including use of e-procedures for payment management). A final report compiling the case-studies will be drawn up.

Work package number 9 - Recommendations

WP 9 is of key importance as it brings together all the findings and conclusions of the other WPs. A draft outline of the key issues to be included in the report will be prepared and discussed at the kick-off meeting. This is important also for defining the scope of the research and data/collection WPs.

Furthermore, as this WP represents the framework for the project, it will also carry out a literature review to

define and characterise “cross-border” care. This will examine:

- (a) Resident versus non-resident patients
- (b) Planned (for example, the nearest health facility may be across a border, or there is more expertise available, or the same care can be provided sooner or at lower cost) versus unplanned (temporarily in the country on business or leisure travel, movement of short-term, seasonal or border workers)
- (c) Individual choice versus organised through contracting abroad by purchasing authorities.

A mapping exercise of European initiatives(both on-going and concluded) investigating this area of cross-border care will also be carried out. (e.g HealthBasket, Hospital Data Project (HDP), EuroDRG project, EUCBCC/ECAB, EUREGIO, PARENT)

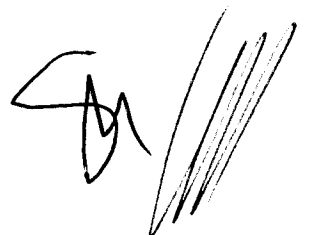
The recommendations report will, therefore, be compiled on the basis of the findings of the literature review, mapping exercise and on inputs from the different WPs. Drafts of the final report will be submitted to the AB for review.

The recommendations report will be prepared in two formats which will both be formally launched on occasion of the final European project Conference (M28):

-**Compendium of results** of the different WPs with guidelines highlighting the critical issues and recommendations on “the ideal way” of dealing with payment and reimbursement of health care treatments offered to foreign patients. As this report is intended for Policy makers at the Regional/National and EU level, it will be prepared in English.

-**Handbook for hospitals** dealing with the issue of foreign patients seeking treatment. The handbook will be printed in each of the partner’s language as well as in English for the European Community.

ANNEX II
ESTIMATED BUDGET OF THE ACTION

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ANNEX II
A. GLOBAL BUDGET (in EUR)

Expenditures	
<u>Direct eligible costs</u>	
E1. Staff	892 494,00
<i>a. Costs pertaining to public officials</i>	483 939,00
<i>b. Costs not pertaining to public officials</i>	408 555,00
E2. Travel costs and subsistence allowances	133 594,00
E3. Equipment	0,00
E4. Consumables and supplies directly linked to the project	0,00
E5. Subcontracting costs	160 360,00
E6. Other costs	72 150,00
Total direct eligible costs	1 258 598,00
<u>Indirect eligible costs</u>	
E7. Overheads	87 708,00
Total indirect eligible costs	87 708,00
Total - Expenditures	1 346 306,00

Incomes	
I1. Commission funding	529 880,00
I2. Contribution pertaining to public officials	483 939,00
I3. Applicant's financial contribution	62 487,00
I4. Income generated by the project	0,00
I5. Other external resources	270 000,00
Total - Incomes	1 346 306,00

I1. Commission funding %	39,36%
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ANNEX II
B. DETAILED BUDGET (in EUR)

E1. Staff					
a. Costs pertaining to public officials					
Partner reference	Function	Name	Number of person days	Daily cost (€ per day)	Cost (€)
01 - AOUI-VR - IT	Project Coordinator	Pier Paolo Benetollo	18	850,00	15 300,00
01 - AOUI-VR - IT	Project Manager	Valeria Perilli	82	350,00	28 700,00
01 - AOUI-VR - IT	Administrative staff	Alessandra Napoletano	45	210,00	9 450,00
01 - AOUI-VR - IT	Senior Researcher	Luciano Sterzi	30	350,00	10 500,00
01 - AOUI-VR - IT	Principal Investigator	Stefano Tardivo	45	600,00	27 000,00
		Sub-Total Staff a.	01 - AOUI-VR - IT	220	90 950,00
02 - HCL - FR	Project Manager	...	60	500,00	30 000,00
02 - HCL - FR	Middle manager	...	30	200,00	6 000,00
		Sub-Total Staff a.	02 - HCL - FR	90	36 000,00
03 - AOU-LG - IT	Project Manager	...	60	300,00	18 000,00
03 - AOU-LG - IT	Administrative staff	...	30	178,00	5 340,00
		Sub-Total Staff a.	03 - AOU-LG - IT	90	23 340,00
04 - MHEC - MT	Consultant	Dr Natasha Azzopardi Muscat	18	323,00	5 814,00
04 - MHEC - MT	Director	Ms Karen Demusoli	18	167,00	3 006,00
04 - MHEC - MT	Director	Dr Neville Calleja	18	148,00	2 664,00
04 - MHEC - MT	Manager	Ms Charlene Fenech	26	122,00	3 172,00
		Sub-Total Staff a.	04 - MHEC - MT	80	14 656,00
05 - TUB - DE	Principal investigator	Reinhard Busse	60	300,00	18 000,00
05 - TUB - DE	Researcher	Alexander Geissler	90	240,00	21 600,00
		Sub-Total Staff a.	05 - TUB - DE	150	39 600,00
06 - 2ND (D.Y.PE) - EL	Project manager	...	11	285,00	3 135,00
06 - 2ND (D.Y.PE) - EL	Expert's Scientists	...	20	285,00	5 700,00
06 - 2ND (D.Y.PE) - EL	Senior consultants (Doctors and Researchers)	...	30	235,00	7 050,00
06 - 2ND (D.Y.PE) - EL	Junior consultants (Managerial and administrative support)	...	31	210,00	6 510,00
		Sub-Total Staff a.	06 - 2ND (D.Y.PE) - EL	92	22 395,00
07 - LKH VILLACH - AT	Economist	Wolfgang Deutz / Karin Schuster	10	510,00	5 100,00
07 - LKH VILLACH - AT	Project Manager	Alexander Thomasser / Birgit Zankl	30	270,00	8 100,00
07 - LKH VILLACH - AT	Medical Staff	Christine Schaller-Matz / TBA	12	390,00	4 680,00
07 - LKH VILLACH - AT	IT Staff	TBA	15	270,00	4 050,00
		Sub-Total Staff a.	07 - LKH VILLACH - AT	67	21 930,00
08 - NÖGUS - AT	Project Manager	Carina Kamz	60	300,00	18 000,00
08 - NÖGUS - AT	Administrative	Karl Penner	30	200,00	6 000,00
		Sub-Total Staff a.	08 - NÖGUS - AT	90	24 000,00
09 - GYEMSZI - HU	Project Manager	...	8	230,00	1 840,00
09 - GYEMSZI - HU	Researchers	...	36	173,00	6 228,00
		Sub-Total Staff a.	09 - GYEMSZI - HU	44	8 068,00
11 - CHU DE NICE - FR	Project Manager	...	60	500,00	30 000,00
11 - CHU DE NICE - FR	Middle manager	...	30	200,00	6 000,00
		Sub-Total Staff a.	11 - CHU DE NICE - FR	90	36 000,00
12 - ASS5-BF - IT	Senior Project Manager	...	6	485,00	2 910,00
12 - ASS5-BF - IT	Analyst	...	20	247,00	4 940,00
12 - ASS5-BF - IT	Junior Financial Manager	...	10	215,00	2 150,00
		Sub-Total Staff a.	12 - ASS5-BF - IT	36	10 000,00
13 - NIPH-RS - SI	Senior Researcher	Tit Albrecht	60	310,00	18 600,00
		Sub-Total Staff a.	13 - NIPH-RS - SI	60	18 600,00
14 - SBI - SI	Project Manager	...	60	258,00	15 480,00
14 - SBI - SI	Administrative staff	...	30	145,00	4 350,00
		Sub-Total Staff a.	14 - SBI - SI	90	19 830,00
16 - RODOS - EL	Senior consultants (Doctors and Researchers)	...	30	235,00	7 050,00
16 - RODOS - EL	Administrative staff	...	64	210,00	13 440,00
		Sub-Total Staff a.	16 - RODOS - EL	94	20 490,00
17 - AOU-SMM - IT	Project Manager	Silvio Brusaferrro	60	300,00	18 000,00
17 - AOU-SMM - IT	Administrative staff	Elda Carneranesi	30	178,00	5 340,00
		Sub-Total Staff a.	17 - AOU-SMM - IT	90	23 340,00
18 - MOH-IT - IT	Senior Researcher	...	15	500,00	7 500,00
18 - MOH-IT - IT	Project Manager	...	50	350,00	17 500,00
18 - MOH-IT - IT	Administrative staff	...	30	200,00	6 000,00
		Sub-Total Staff a.	18 - MOH-IT - IT	95	31 000,00
19 - OO.RR.BG - IT	Project Manager	Carlo Nicora	60	300,00	18 000,00
19 - OO.RR.BG - IT	Administrative staff	Barbara Invernici	30	178,00	5 340,00
		Sub-Total Staff a.	19 - OO.RR.BG - IT	90	23 340,00
20 - AUGH - EL	Coordinator	...	10	285,00	2 850,00
20 - AUGH - EL	Senior consultants (Doctors and Researchers)	...	30	235,00	7 050,00

ANNEX II
B. DETAILED BUDGET (in EUR)

20 - AUGH - EL	Junior consultants (Managerial and administrative support)	...	50	210,00	10 500,00
		<i>Sub-Total Staff a</i>	20 - AUGH - EL	90	20 400,00
			Sub-Total: Costs pertaining to public officials		1 658
					483 939,00
b. Costs not pertaining to public officials					
<i>Partner reference</i>	<i>Function</i>	<i>Name</i>	<i>Number of person days</i>	<i>Daily cost (€ per day)</i>	<i>Cost (€)</i>
01 - AOUI-VR - IT	Trainer	to be selected	60	220,00	13 200,00
01 - AOUI-VR - IT	Data Manager	to be selected	60	250,00	15 000,00
01 - AOUI-VR - IT	Researcher	to be selected	120	220,00	26 400,00
		<i>Sub-Total Staff b</i>	01 - AOUI-VR - IT	240	54 600,00
02 - HCL - FR	Data Manager	...	60	200,00	12 000,00
02 - HCL - FR	Researcher	...	82	200,00	16 400,00
		<i>Sub-Total Staff b</i>	02 - HCL - FR	142	28 400,00
03 - AOU-LG - IT	Researcher	...	46	250,00	11 500,00
03 - AOU-LG - IT	Data Manager	...	60	250,00	15 000,00
		<i>Sub-Total Staff b</i>	03 - AOU-LG - IT	106	26 500,00
05 - TUB - DE	Researcher	...	342	240,00	82 080,00
		<i>Sub-Total Staff b</i>	05 - TUB - DE	342	82 080,00
06 - 2ND (D.Y.PE) - EL	Data manager	...	10	145,00	1 450,00
		<i>Sub-Total Staff b</i>	06 - 2ND (D.Y.PE) - EL	10	1 450,00
08 - NÖGUS - AT	Data Manager	...	30	250,00	7 500,00
		<i>Sub-Total Staff b</i>	08 - NÖGUS - AT	30	7 500,00
10 - UB - IT	Principal Investigator	...	30	500,00	15 000,00
10 - UB - IT	Researcher	...	90	303,00	27 270,00
10 - UB - IT	Research Worker	...	60	200,00	12 000,00
		<i>Sub-Total Staff b</i>	10 - UB - IT	180	54 270,00
11 - CHU DE NICE - FR	Data Manager	...	60	200,00	12 000,00
		<i>Sub-Total Staff b</i>	11 - CHU DE NICE - FR	60	12 000,00
13 - NIPH-RS - SI	Researcher (public health, health care system)	Mejeja Omerzu	66	145,00	9 570,00
13 - NIPH-RS - SI	Project officer (administrative & financial support)	Claudia Adamic	30	145,00	4 350,00
		<i>Sub-Total Staff b</i>	13 - NIPH-RS - SI	96	13 920,00
14 - SBI - SI	Data Manager	...	60	145,00	8 700,00
		<i>Sub-Total Staff b</i>	14 - SBI - SI	60	8 700,00
15 - HOPE - BE	Project Coordinator	Pascal Garel	12	760,00	9 120,00
15 - HOPE - BE	Project Manager	Gloria Lombardi	63	255,00	16 065,00
15 - HOPE - BE	Communication Expert	Emilie Vergauwe	45	230,00	10 350,00
15 - HOPE - BE	web designer/manager	Colberte de Wulf	42	355,00	14 910,00
		<i>Sub-Total Staff b</i>	15 - HOPE - BE	162	50 445,00
16 - RODOS - EL	Data Manager	...	9	145,00	1 305,00
16 - RODOS - EL	Coordinator of Ass. Partner	...	6	285,00	1 710,00
16 - RODOS - EL	Senior consultants (Doctors and Researchers)	...	10	235,00	2 350,00
16 - RODOS - EL	Junior consultants (Managerial and administrative support)	...	16	210,00	3 360,00
		<i>Sub-Total Staff b</i>	16 - RODOS - EL	41	8 725,00
17 - AOU-SMM - IT	Researcher	...	45	250,00	11 250,00
17 - AOU-SMM - IT	Data Manager	...	60	250,00	15 000,00
		<i>Sub-Total Staff b</i>	17 - AOU-SMM - IT	105	26 250,00
19 - OO.RR.BG - IT	Data Manager	...	60	250,00	15 000,00
19 - OO.RR.BG - IT	Cultural Mediator	...	40	250,00	10 000,00
		<i>Sub-Total Staff b</i>	19 - OO.RR.BG - IT	100	25 000,00
20 - AUGH - EL	Data Manager	...	5	145,00	725,00
20 - AUGH - EL	Expert's Scientists	...	8	285,00	2 280,00
20 - AUGH - EL	Senior consultants (Doctors and Researchers)	...	10	235,00	2 350,00
20 - AUGH - EL	Junior consultants (Managerial and administrative support)	...	16	210,00	3 360,00
		<i>Sub-Total Staff b</i>	20 - AUGH - EL	39	8 715,00
			Sub-Total: Costs not pertaining to public officials		1 713
					408 555,00
			TOTAL STAFF COSTS		3 371
					892 494,00

ANNEX II
B. DETAILED BUDGET (in EUR)

Partner reference	Description	Sub-Total Sub-Contracting Costs	Partner reference	Cost
03 - AOU-LG - IT	Data Collection in other hospitals of the Region		02 - HCL - FR	11 000,00
		Sub-Total Sub-Contracting Costs		20 000,00
04 - MHEC - MT	Data Collection in other hospitals of the Region		03 - AOU-LG - IT	20 000,00
		Sub-Total Sub-Contracting Costs		3 000,00
07 - LKH VILLACH - AT	Data Collection in other hospitals of the Region		04 - MHEC - MT	3 000,00
07 - LKH VILLACH - AT	Support for data management			10 000,00
		Sub-Total Sub-Contracting Costs		9 760,00
08 - NÖGUS - AT	Legal expert on cross border health care		07 - LKH VILLACH - AT	19 760,00
		Sub-Total Sub-Contracting Costs		20 000,00
09 - GYEMSZI - HU	Reimbursement of hospitals for data collection and processing		08 - NÖGUS - AT	20 000,00
09 - GYEMSZI - HU	Reimbursement of hospitals for comparison of DRG tariffs			4 000,00
09 - GYEMSZI - HU	Reimbursement of hospitals for Qual. Proc. Manual and Report with Recommendations			4 500,00
		Sub-Total Sub-Contracting Costs		4 000,00
11 - CHU DE NICE - FR	Data Collection in other hospitals of the Region		09 - GYEMSZI - HU	12 500,00
		Sub-Total Sub-Contracting Costs		14 000,00
14 - SBI - SI	Data Collection in other hospitals of the Region		11 - CHU DE NICE - FR	14 000,00
		Sub-Total Sub-Contracting Costs		4 000,00
17 - AOU-SMM - IT	Data Collection in other hospitals of the Region		14 - SBI - SI	4 000,00
		Sub-Total Sub-Contracting Costs		20 000,00
18 - MOH-IT - IT	External evaluator		17 - AOU-SMM - IT	20 000,00
		Sub-Total Sub-Contracting Costs		15 000,00
19 - OO.RR.BG - IT	Data Collection in other hospitals of the Region		18 - MOH-IT - IT	15 000,00
		Sub-Total Sub-Contracting Costs		10 000,00
TOTAL SUB-CONTRACTING COSTS				160 360,00

E6. Other costs				
Partner reference	Description	Sub-Total Other Costs	Partner reference	Cost
01 - AOU-VR - IT	Translation and printings (questionnaire, leaflet, etc.)		01 - AOU-VR - IT	2 500,00
01 - AOU-VR - IT	Costs for meeting organization (coffee break + welcome dinner)			1 500,00
		Sub-Total Other Costs		4 000,00
02 - HCL - FR	Translation and printings (questionnaire, leaflet, etc.)		02 - HCL - FR	1 500,00
02 - HCL - FR	Costs for regional meeting organization (coffee break + welcome dinner)			1 000,00
02 - HCL - FR	Logistic costs for network management			7 600,00
		Sub-Total Other Costs		10 100,00
03 - AOU-LG - IT	Translation and printings (questionnaire, leaflet, etc.)		03 - AOU-LG - IT	1 500,00
03 - AOU-LG - IT	Costs for regional meeting organization (coffee break + welcome dinner)			1 000,00
		Sub-Total Other Costs		2 500,00
04 - MHEC - MT	Translation and printings (questionnaire, leaflet, etc.)		04 - MHEC - MT	2 000,00
04 - MHEC - MT	Costs for regional meeting organization (coffee break + welcome dinner)			750,00
		Sub-Total Other Costs		2 750,00
05 - TUB - DE	Translation and printings		05 - TUB - DE	1 550,00
		Sub-Total Other Costs		1 550,00
06 - 2ND (D.Y.PE) - EL	Translation and printings (questionnaire, leaflet, etc.)		06 - 2ND (D.Y.PE) - EL	1 500,00
06 - 2ND (D.Y.PE) - EL	Costs for regional meeting organization (coffee break + welcome dinner)			1 000,00
		Sub-Total Other Costs		2 500,00
07 - LKH VILLACH - AT	Translation and printings (questionnaire, leaflet, etc.)		07 - LKH VILLACH - AT	2 000,00
07 - LKH VILLACH - AT	Costs for regional meeting organization (coffee break + welcome dinner)			1 500,00
		Sub-Total Other Costs		3 500,00
08 - NÖGUS - AT	Translation and printings (questionnaire, leaflet, etc.)		08 - NÖGUS - AT	5 000,00
08 - NÖGUS - AT	Costs for regional meeting organization (coffee break + welcome dinner)			1 000,00
		Sub-Total Other Costs		6 000,00
09 - GYEMSZI - HU	Translation and printings (questionnaire, leaflet, etc.)		09 - GYEMSZI - HU	1 000,00
09 - GYEMSZI - HU	Costs for regional meeting organization (coffee break + welcome dinner)			1 000,00
		Sub-Total Other Costs		2 000,00
10 - UB - IT	Translation and printings		10 - UB - IT	1 500,00
		Sub-Total Other Costs		1 500,00
11 - CHU DE NICE - FR	Translation and printings (questionnaire, leaflet, etc.)		11 - CHU DE NICE - FR	1 500,00
11 - CHU DE NICE - FR	Costs for regional meeting organization (coffee break + welcome dinner)			1 000,00
		Sub-Total Other Costs		2 500,00
13 - NIPH-RS - SI	Translation and printings (questionnaire, leaflet, etc.)		13 - NIPH-RS - SI	1 500,00
		Sub-Total Other Costs		1 500,00
14 - SBI - SI	Translation and printings (questionnaire, leaflet, etc.)		14 - SBI - SI	2 500,00
14 - SBI - SI	Costs for regional meeting organization (coffee break + welcome dinner)			1 000,00
		Sub-Total Other Costs		3 500,00
15 - HOPE - BE	Costs for organization of dissemination events (coffee break + welcome dinner)		15 - HOPE - BE	1 000,00
		Sub-Total Other Costs		1 000,00
16 - RODOS - EL	Translation and printings (questionnaire, leaflet, etc.)		16 - RODOS - EL	1 500,00
16 - RODOS - EL	Costs for regional meeting organization (coffee break + welcome dinner)			2 500,00
		Sub-Total Other Costs		4 000,00
17 - AOU-SMM - IT	Translation and printings (questionnaire, leaflet, etc.)			1 500,00

ANNEX II
B. DETAILED BUDGET (in EUR)

17 - AOU-SMM - IT	Costs for regional meeting organization (coffee break + welcome dinner)			1 000,00
		<i>Sub-Total Other Costs</i>	17 - AOU-SMM - IT	2 500,00
18 - MOH-IT - IT	Translation and printings (questionnaire, leaflet, etc.)			750,00
18 - MOH-IT - IT	Costs for regional meeting organization (coffee break + welcome dinner)			2 500,00
		<i>Sub-Total Other Costs</i>	18 - MOH-IT - IT	3 250,00
19 - OO.RR.BG - IT	Translation and printings (questionnaire, leaflet, etc.)			10 000,00
19 - OO.RR.BG - IT	Costs for regional meeting organization (coffee break + welcome dinner)			5 000,00
		<i>Sub-Total Other Costs</i>	19 - OO.RR.BG - IT	15 000,00
20 - AUGH - EL	Translation and printings (questionnaire, leaflet, etc.)			1 500,00
20 - AUGH - EL	Costs for regional meeting organization (coffee break + welcome dinner)			1 000,00
		<i>Sub-Total Other Costs</i>	20 - AUGH - EL	2 500,00
TOTAL OTHER COSTS				72 150,00

ANNEXE II
C. BUDGET BY BENEFICIARY (in EUR)

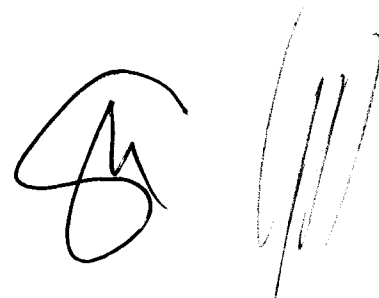
		01 - AOUI-VR - IT	02 - HCL - FR	03 - AOU-LG - IT	04 - MHEC - MT
Expenditures					
Direct eligible costs					
	TOTAL				
E1. Staff	892 494,00	145 550,00	64 400,00	49 840,00	14 656,00
a. Costs pertaining to public officials	483 939,00	90 950,00	36 000,00	23 340,00	14 656,00
b. Costs not pertaining to public officials	408 555,00	54 600,00	28 400,00	26 500,00	0,00
E2. Travel costs and subsistence allowances	133 594,00	15 700,00	8 762,00	5 508,00	6 908,00
E3. Equipment	0,00	0,00	0,00	0,00	0,00
E4. Consumables & supplies directly linked to the project	0,00	0,00	0,00	0,00	0,00
E5. Subcontracting costs	160 360,00	11 100,00	11 000,00	20 000,00	3 000,00
E6. Other costs	72 150,00	4 000,00	10 100,00	2 500,00	2 750,00
Total direct eligible costs	1 258 598,00	176 350,00	94 262,00	77 848,00	27 314,00
Indirect eligible costs					
E7. Overheads	87 708,00	12 330,00	6 590,00	5 440,00	1 910,00
	<i>% of Overheads</i> 6,97%	6,99%	6,99%	6,99%	6,99%
Total - Expenditures	1 346 306,00	188 680,00	100 852,00	83 288,00	29 224,00
Incomes					
	TOTAL				
I1. Commission funding	529 880,00	36 880,00	64 852,00	0,00	14 568,00
I2. Contribution pertaining to public officials	483 939,00	90 950,00	36 000,00	23 340,00	14 656,00
I3. Applicant's financial contribution	62 487,00	0,00	0,00	0,00	0,00
I4. Income generated by the project	0,00	0,00	0,00	0,00	0,00
I5. Other external resources	270 000,00	60 850,00	0,00	59 948,00	0,00
Total - Incomes	1 346 306,00	188 680,00	100 852,00	83 288,00	29 224,00
	% of Commission funding 39,36%	19,55%	64,30%	0,00%	49,85%

ANNEXE II
C. BUDGET BY BENEFICIARY (in EUR)

		05 - TUB - DE	06 - 2ND (D.Y.PE) - EL	07 - LKH VILLACH - AT	08 - NÖGUS - AT
Expenditures					
Direct eligible costs					
	TOTAL				
E1. Staff	892 494,00	121 680,00	23 845,00	21 930,00	31 500,00
a. Costs pertaining to public officials	483 939,00	39 600,00	22 395,00	21 930,00	24 000,00
b. Costs not pertaining to public officials	408 555,00	82 080,00	1 450,00	0,00	7 500,00
E2. Travel costs and subsistence allowances	133 594,00	4 381,00	8 762,00	5 708,00	8 762,00
E3. Equipment	0,00	0,00	0,00	0,00	0,00
E4. Consumables & supplies directly linked to the project	0,00	0,00	0,00	0,00	0,00
E5. Subcontracting costs	160 360,00	0,00	0,00	19 760,00	20 000,00
E6. Other costs	72 150,00	1 550,00	2 500,00	3 500,00	6 000,00
Total direct eligible costs	1 258 598,00	127 611,00	35 107,00	50 898,00	66 262,00
Indirect eligible costs					
E7. Overheads	87 708,00	8 930,00	2 450,00	3 560,00	4 348,00
	<i>% of Overheads</i>	7,00%	6,98%	6,99%	6,56%
Total - Expenditures	1 346 306,00	136 541,00	37 557,00	54 458,00	70 610,00
Incomes					
	TOTAL				
I1. Commission funding	529 880,00	96 941,00	15 162,00	32 528,00	42 000,00
I2. Contribution pertaining to public officials	483 939,00	39 600,00	22 395,00	21 930,00	24 000,00
I3. Applicant's financial contribution	62 487,00	0,00	0,00	0,00	4 610,00
I4. Income generated by the project	0,00	0,00	0,00	0,00	0,00
I5. Other external resources	270 000,00	0,00	0,00	0,00	0,00
Total - Incomes	1 346 306,00	136 541,00	37 557,00	54 458,00	70 610,00
	% of Commission funding	71,00%	40,37%	59,73%	59,48%

ANNEXE II
C. BUDGET BY BENEFICIARY (in EUR)

		09 - GYEMSZI - HU	10 - UB - IT	11 - CHU DE NICE - FR	12 - ASSS-BF - IT
Expenditures					
Direct eligible costs					
	TOTAL				
E1. Staff	892 494,00	8 068,00	54 270,00	48 000,00	10 000,00
a. Costs pertaining to public officials	483 939,00	8 068,00	0,00	36 000,00	10 000,00
b. Costs not pertaining to public officials	408 555,00	0,00	54 270,00	12 000,00	0,00
E2. Travel costs and subsistence allowances	133 594,00	3 454,00	3 781,00	6 908,00	9 452,00
E3. Equipment	0,00	0,00	0,00	0,00	0,00
E4. Consumables & supplies directly linked to the project	0,00	0,00	0,00	0,00	0,00
E5. Subcontracting costs	160 360,00	12 500,00	0,00	14 000,00	0,00
E6. Other costs	72 150,00	2 000,00	1 500,00	2 500,00	0,00
Total direct eligible costs	1 258 598,00	26 022,00	59 551,00	71 408,00	19 452,00
Indirect eligible costs					
E7. Overheads	87 708,00	1 820,00	4 160,00	4 990,00	1 360,00
	<i>% of Overheads</i>	6,99%	6,99%	6,99%	6,99%
Total - Expenditures	1 346 306,00	27 842,00	63 711,00	76 398,00	20 812,00
Incomes					
	TOTAL				
11. Commission funding	529 880,00	19 774,00	38 711,00	40 398,00	6 812,00
12. Contribution pertaining to public officials	483 939,00	8 068,00	0,00	36 000,00	10 000,00
13. Applicant's financial contribution	62 487,00	0,00	0,00	0,00	0,00
14. Income generated by the project	0,00	0,00	0,00	0,00	0,00
15. Other external resources	270 000,00	0,00	25 000,00	0,00	4 000,00
Total - Incomes	1 346 306,00	27 842,00	63 711,00	76 398,00	20 812,00
% of Commission funding	39,36%	71,02%	60,76%	52,88%	32,73%

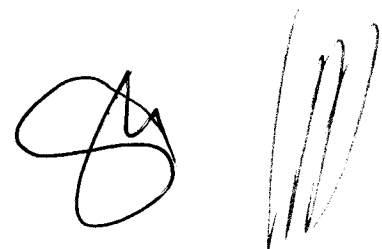


ANNEXE II
C. BUDGET BY BENEFICIARY (in EUR)

		13 - NIPH-RS - SI	14 - SBI - SI	15 - HOPE - BE	16 - RODOS - EL
Expenditures					
	TOTAL				
<u>Direct eligible costs</u>					
E1. Staff	892 494,00	32 520,00	28 530,00	50 445,00	29 215,00
a. Costs pertaining to public officials	483 939,00	18 600,00	19 830,00	0,00	20 490,00
b. Costs not pertaining to public officials	408 555,00	13 920,00	8 700,00	50 445,00	8 725,00
E2. Travel costs and subsistence allowances	133 594,00	7 592,00	5 708,00	4 622,00	4 254,00
E3. Equipment	0,00	0,00	0,00	0,00	0,00
E4. Consumables & supplies directly linked to the project	0,00	0,00	0,00	0,00	0,00
E5. Subcontracting costs	160 360,00	0,00	4 000,00	0,00	0,00
E6. Other costs	72 150,00	1 500,00	3 500,00	1 000,00	4 000,00
Total direct eligible costs	1 258 598,00	41 612,00	41 738,00	56 067,00	37 469,00
<u>Indirect eligible costs</u>					
E7. Overheads	87 708,00	2 910,00	2 920,00	3 920,00	2 620,00
	<i>% of Overheads</i> 6,97%	6,99%	7,00%	6,99%	6,99%
Total - Expenditures	1 346 306,00	44 522,00	44 658,00	59 987,00	40 089,00
Incomes					
	TOTAL				
I1. Commission funding	529 880,00	25 922,00	24 828,00	30 092,00	19 599,00
I2. Contribution pertaining to public officials	483 939,00	18 600,00	19 830,00	0,00	20 490,00
I3. Applicant's financial contribution	62 487,00	0,00	0,00	29 895,00	0,00
I4. Income generated by the project	0,00	0,00	0,00	0,00	0,00
I5. Other external resources	270 000,00	0,00	0,00	0,00	0,00
Total - Incomes	1 346 306,00	44 522,00	44 658,00	59 987,00	40 089,00
% of Commission funding	39,36%	58,22%	55,60%	50,16%	48,89%

ANNEXE II
C. BUDGET BY BENEFICIARY (in EUR)

		17 - AOU-SMM - IT	18 - MOH-IT - IT	19 - OO.RR.BG - IT	20 - AUGH - EL
Expenditures					
Direct eligible costs					
TOTAL					
E1. Staff	892 494,00	49 590,00	31 000,00	48 340,00	29 115,00
a. Costs pertaining to public officials	483 939,00	23 340,00	31 000,00	23 340,00	20 400,00
b. Costs not pertaining to public officials	408 555,00	26 250,00	0,00	25 000,00	8 715,00
E2. Travel costs and subsistence allowances	133 594,00	5 708,00	5 882,00	4 834,00	6 908,00
E3. Equipment	0,00	0,00	0,00	0,00	0,00
E4. Consumables & supplies directly linked to the project	0,00	0,00	0,00	0,00	0,00
E5. Subcontracting costs	160 360,00	20 000,00	15 000,00	10 000,00	0,00
E6. Other costs	72 150,00	2 500,00	3 250,00	15 000,00	2 500,00
Total direct eligible costs	1 258 598,00	77 798,00	55 132,00	78 174,00	38 523,00
Indirect eligible costs					
E7. Overheads	87 708,00	5 440,00	3 850,00	5 470,00	2 690,00
<i>% of Overheads</i>	6,97%	6,99%	6,98%	7,00%	6,98%
Total - Expenditures	1 346 306,00	83 238,00	58 982,00	83 644,00	41 213,00
Incomes					
TOTAL					
I1. Commission funding	529 880,00	0,00	0,00	0,00	20 813,00
I2. Contribution pertaining to public officials	483 939,00	23 340,00	31 000,00	23 340,00	20 400,00
I3. Applicant's financial contribution	62 487,00	0,00	27 982,00	0,00	0,00
I4. Income generated by the project	0,00	0,00	0,00	0,00	0,00
I5. Other external resources	270 000,00	59 898,00	0,00	60 304,00	0,00
Total - Incomes	1 346 306,00	83 238,00	58 982,00	83 644,00	41 213,00
% of Commission funding	39,36%	0,00%	0,00%	0,00%	50,50%



ANNEX III REPORTING REQUIREMENTS

1. INTERIM IMPLEMENTATION REPORT(S)

The interim technical implementation report(s) will describe the work carried out and the results obtained during the period indicated in Article I.6 of this grant agreement and state in particular:

- the results obtained to date and an indication of any deviation from the initial work programme set out in Annex I to the grant agreement that has occurred or is likely to occur¹;
- the work programme planned for the following period;
- copies of any publications, products or other relevant outputs or deliverables of the project to date.

The interim financial implementation report(s) will compare the expenditure incurred during the reporting period with the foreseen budget stated in Annex II of this grant agreement. The budget implemented in the interim financial report should follow the same structure as the estimated budget in Annex II.

The interim implementation report(s) and any other documents referred to, must be sent to the Executive Agency before the date indicated in Article I.6.

2. FINAL IMPLEMENTATION REPORT

The final implementation report referred to in Article I.6 should include in particular a final technical implementation report and a final financial report²:

2.1. Technical implementation report

2.1.1. Detailed description of all the activities conducted

The description should relate to the activities specifically foreseen in Annex I. This section of the report should summarise the activities specifically foreseen and those directly related to the objectives of the project and present and explain the activity actually done, their correspondence to the foreseen programme and objectives, and show how each activity has contributed to the stated objectives.

Copies of any publications, products or other relevant outputs or deliverables of the project to date shall be annexed.

¹ Without prejudice to Art. II.13.

² N.B. : The description of the required content of the activity report is not exhaustive

Any difference between the programme and objectives foreseen and those actually conducted and achieved must be highlighted and explained.

2.1.2. Manpower for the execution of the activities

This section of the report should present a complete list of all the persons who have participated in the execution of the project and, for each of them, the man/days of work, the professional level or category and the corresponding unit and total cost. In order to conciliate the man/days of work with the expenditure, the portion of time of each individual carrying out the action must be recorded.

In the case of partner organisations or external bodies, the organisation to which each person belongs should be clearly identified. The activities conducted by each person involved will be described and it will be explained how they relate to the various activities and objectives of the project.

It must be shown how the data requested for Annex II compares with the corresponding information provided with the proposal. It should naturally also correspond to the details provided in the financial report.

2.1.3. Partners involved

This section should present how the work has been distributed among the various partners. It will explain which activities the various partners have conducted, how they have been co-ordinated and how they have contributed to the set objectives.

2.1.4. Countries involved

This section should explain what activities have been conducted in each of the countries involved and how the results have been made available in each country.

2.1.5. Achievement of the objectives

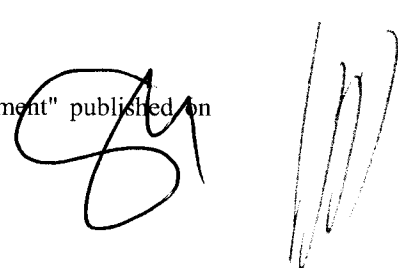
This section should explain how the objectives have been achieved. It should present an evaluation of the results achieved and explain on what monitoring, assessment or relevant evidence the conclusions presented on the results achieved are based. Any problem in achieving the objectives must be highlighted and explained.

2.2. Financial report

The beneficiaries should respect the following rules¹:

- Their final financial report must follow the same structure as the estimated budget in Annex II.
- The financial report must be certified according to the provisions of the Article 180, paragraph 1a of the Implementing Rules¹ and signed.

¹ Templates of the documents are available in the "Guidelines for the balance payment" published on EAHC website.



- The payment request (dated and signed) must be jointed to this report.
- The final detailed financial statement must be accompanied by an external audit report on the beneficiary's accounts for the duration of the action (one copy) if the share in the grant for an action for the beneficiary equals or exceeds EUR 750 000² or more, when the cumulative amounts of requests for payment is at least EUR 325 000. The thresholds shall apply to each beneficiary.

IMPORTANT: The absence of complete, clear and structured information and data as described in this annex will be a reason for non acceptance of the activity report.


¹ The beneficiary shall certify on his honour that information contained in requests for payments is full, reliable and true. He shall also certify that the costs incurred can be considered eligible in accordance with the grant agreement and that requests for payment are substantiated by adequate supporting documents that can be checked.

² The audit certificate shall certify that the costs declared by the beneficiary in the financial statements on which the request for payment is based are real, accurately recorded and eligible in accordance with the grant agreement)



ANNEX IV
LETTERS OF MANDATE¹

¹ Please use the headed paper on national language of the organisation who gives mandate.

Handwritten signature and scribble.

LETTER OF MANDATE¹

Hospices Civils de Lyon - HCL

Etablissement Public de Santé²

3 quai des Célestins - 69002 Lyon - France

VAT number FR72266900273

(“the co-beneficiary”), represented for the purposes of signature of this mandate by M. MOINARD Daniel, Directeur Général of the one part,

and

Azienda Ospedaliera Universitaria Integrata Verona - AOUI-VR - ITALY

Piazzale Aristide Stefani, 1 - 37126 - Verona, Italy

VAT number 03901420236

(“the co-ordinator”), represented for the purposes of signature of this mandate by Sandro Caffi, Director General of the other part,

HAVE AGREED

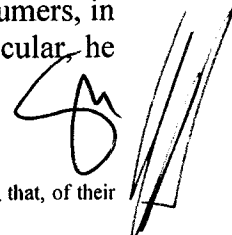
For the purposes of the implementation of the agreement

Title : **3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients**
 Acronym : **HoNCAB**
 Contract No. : **20111301**

between the Executive Agency for Health and Consumers and the co-ordinator,

The following:

1. The co-beneficiary grants power of attorney to the co-ordinator, to act in his name and for his account in signing the above-mentioned agreement and its possible subsequent riders with the Executive Agency for Health and Consumers. Accordingly, the co-beneficiary hereby mandates the co-ordinator to take full legal responsibility for the implementation of such an agreement.
2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the Executive Agency for Health and Consumers, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular he



¹ Please use the headed paper on national language of the organisation who gives mandate.

² Delete if the beneficiary is a natural person or a public-sector body.

³ Delete if the beneficiary is a public-sector body. (For natural persons, also indicate the number of their identity card or, failing that, of their passport or equivalent.)

acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive funds from the Executive Agency for Health and Consumers and distribute the amounts corresponding to the co-beneficiary's participation in the action.

3. The co-beneficiary hereby agrees to do everything in his power to help the co-ordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.
4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the co-ordinator which may have an effect on the implementation of the above agreement between the co-ordinator and the Executive Agency for Health and Consumers.
5. A signed copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURES

For the co-beneficiary
M. MOINARD Daniel, Directeur Général

**PAR DÉLÉGATION,
LE SECRÉTAIRE GÉNÉRAL**

A. COLLOMBET

Done at Lyon, 3/11/2011

In duplicate in English



For the co-ordinator
Sandro Caffi, Director General

[Handwritten signature]
[signature]

Done at Verona, 5 DIC. 2011



[Handwritten scribbles]

LETTER OF MANDATE¹

A.O.U. San Luigi Gonzaga

Azienda Ospedaliero Universitaria San Luigi Gonzaga²

Regione Gonzole, 10 - 10043 Orbassano (To), Italy

VAT number: 02698540016,

("the co-beneficiary"), represented for the purposes of signature of this mandate by Cinzia Tudini,
Commissario]
of the one part,

and

Azienda Ospedaliera Universitaria Integrata Verona - AOUI-VR - ITALY

Piazzale Aristide Stefani, 1 - 37126 - Verona, Italy

VAT number 03901420236

("the co-ordinator"), represented for the purposes of signature of this mandate by Sandro Caffi,
Director General
of the other part,

HAVE AGREED

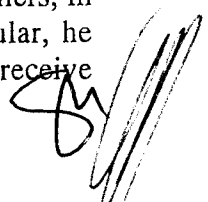
For the purposes of the implementation of the agreement

Title : **3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients**
Acronym : **HoNCAB**
Contract No. : **20111301**

between the Executive Agency for Health and Consumers and the co-ordinator,

The following:

1. The co-beneficiary grants power of attorney to the co-ordinator, to act in his name and for his account in signing the above-mentioned agreement and its possible subsequent riders with the Executive Agency for Health and Consumers. Accordingly, the co-beneficiary hereby mandates the co-ordinator to take full legal responsibility for the implementation of such an agreement.
2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the Executive Agency for Health and Consumers, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular, he acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive



¹ Please use the headed paper on national language of the organisation who gives mandate.

² Delete if the beneficiary is a natural person or a public-sector body. Page 83 of 119

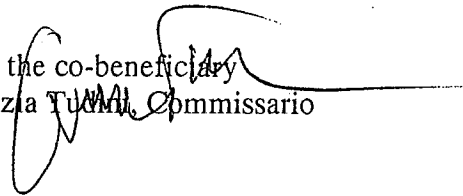
³ Delete if the beneficiary is a public-sector body. (For natural persons, also indicate the number of their identity card or, failing that, of their passport or equivalent.)

funds from the Executive Agency for Health and Consumers and distribute the amounts corresponding to the co-beneficiary's participation in the action.

3. The co-beneficiary hereby agrees to do everything in his power to help the co-ordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.
4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the co-ordinator which may have an effect on the implementation of the above agreement between the co-ordinator and the Executive Agency for Health and Consumers.
5. A signed copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURES

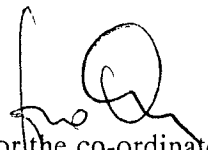
For the co-beneficiary
Cinzia Turchi, Commissario



[signature]

Done at Orbassano, 05/03/2012

For the co-ordinator
Sandro Caffi, Director General



[signature]

Done at Verona,



12 MAR. 2012

In duplicate in English

MINISTERU GHAS-SAHHA,
L-ANZJANI U KURA FIL-KOMUNITA'



MINISTRY FOR HEALTH,
THE ELDERLY and COMMUNITY CARE

MALTA

Ufficju tas-Segretarju Permanenti

Office of the Permanent Secretary

Ministry for Health, The Elderly and Community Care - MHEC

2
3

Palazzo Castellania 15, Merchant Street Valletta. VLT 2000 Malta
MT 12979127,

("the co-beneficiary"), represented for the purposes of signature of this mandate by Mr Paul Zahra
- Acting Permanent Secretary
of the one part,

and

Azienda Ospedaliera Universitaria Integrata Verona - AOUI-VR - ITALY

Piazzale Aristide Stefani, 1 - 37126 - Verona, Italy

VAT number 03901420236

("the co-ordinator"), represented for the purposes of signature of this mandate by Sandro Caffi,
Director General
of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement

Title : **3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients**
Acronym : **HoNCAB**
Contract No. : **20111301**

between the Executive Agency for Health and Consumers and the co-ordinator,

The following:

1. The co-beneficiary grants power of attorney to the co-ordinator, to act in his name and for his account in signing the above-mentioned agreement and its possible subsequent riders with the Executive Agency for Health and Consumers. Accordingly, the co-beneficiary hereby mandates the co-ordinator to take full legal responsibility for the implementation of such an agreement.

PALAZZO CASTELLANIA, 15, MERCHANTS STREET, VALLETTA, MALTA
TELEPHONE 2299 2369; TELEFAX: 2299 2657
Site: www.ehealth.gov.mt email : permsec.hecc.mhecc@gov.mt

MINISTERU GHAS-SAHHA,
L-ANZJANI U KURA FIL-KOMUNITA'



MALTA

MINISTRY FOR HEALTH,
THE ELDERLY and COMMUNITY CARE

Ufficju tas-Segretarju Permanenti

Office of the Permanent Secretary

2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the Executive Agency for Health and Consumers, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular, he acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive funds from the Executive Agency for Health and Consumers and distribute the amounts corresponding to the co-beneficiary's participation in the action.
3. The co-beneficiary hereby agrees to do everything in his power to help the co-ordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.
4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the co-ordinator which may have an effect on the implementation of the above agreement between the co-ordinator and the Executive Agency for Health and Consumers.
5. A signed copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURES

For the co-beneficiary
Paul Zahra - Acting Permanent Secretary

Done at Valletta, 04/11/2011

Office of the
Permanent Secretary
Ministry for Health, the Elderly
and Community Care

For the co-ordinator
Sandro Caffi, Director General

[signature]

Done at Verona, 5 DIC. 2011



In duplicate in English

LETTER OF MANDATE¹

Technische Universität Berlin (TUB)

public body²

N/A³

Str. des 17. Juni 135; 10623 Berlin; Germany

DE 811 231 089,

("the co-beneficiary"), represented for the purposes of signature of this mandate by Dr. Schade,

Anette; EC Liaison Officer

of the one part,

and

Azienda Ospedaliera Universitaria Integrata Verona - AOUI-VR - ITALY

Piazzale Aristide Stefani, 1 - 37126 - Verona, Italy

VAT number 03901420236

("the co-ordinator"), represented for the purposes of signature of this mandate by Sandro Caffi,

Director General

of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement

Title : **3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients**

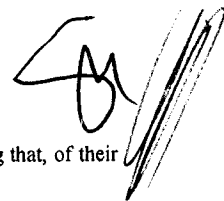
Acronym : **HoNCAB**

Contract No. : **20111301**

between the Executive Agency for Health and Consumers and the co-ordinator,

The following:

1. The co-beneficiary grants power of attorney to the co-ordinator, to act in his name and for his account in signing the above-mentioned agreement and its possible subsequent riders with the Executive Agency for Health and Consumers. Accordingly, the co-beneficiary hereby mandates the co-ordinator to take full legal responsibility for the implementation of such an agreement.
2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the Executive Agency for Health and Consumers, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular, he acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive funds from the Executive Agency for Health and Consumers and distribute the amounts corresponding to the co-beneficiary's participation in the action.



¹ Please use the headed paper on national language of the organisation who gives mandate.

² Delete if the beneficiary is a natural person or a public-sector body.

³ Delete if the beneficiary is a public-sector body. (For natural persons, also indicate the number of their identity card or, failing that, of their passport or equivalent.)

3. The co-beneficiary hereby agrees to do everything in his power to help the co-ordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.
4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the co-ordinator which may have an effect on the implementation of the above agreement between the co-ordinator and the Executive Agency for Health and Consumers.
5. A signed copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURES

For the co-beneficiary
Dr. Schade, Anette; EC Liaison Officer

Technische Universität Berlin
Der Präsident
im Auftrag

[signature] Dr. Anette Schade
EC Liaison Officer

Done at Berlin, 03.11.2011

For the co-ordinator
Sandro Caffi, Director General

[signature]



Done at Verona, 05 DIC. 2011

In duplicate in English

Technische Universität Berlin
Der Präsident
Research Administration Unit
Straße des 17. Juni 135 · D - 10623 Berlin

2 of 2

[Handwritten marks]

LETTER OF MANDATE¹

2nd Regional Health Care Administration of Piraeus and Aegean Islands - 2nd D.Y.PE

²

³

Thivon, 46-48, PC 18543, Piraeus, GREECE

VAT number 998998311,

("the co-beneficiary"), represented for the purposes of signature of this mandate by Papanikolaou, Christina, Director of 2nd DYPE

of the one part,

and

Azienda Ospedaliera Universitaria Integrata Verona - AOUI-VR - ITALY

Piazzale Aristide Stefani, 1 - 37126 - Verona, Italy

VAT number 03901420236

("the co-ordinator"), represented for the purposes of signature of this mandate by Sandro Caffi, Director General of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement

Title : **3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients**

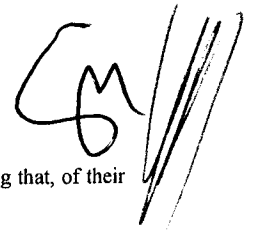
Acronym : **HoNCAB**

Contract No. : **20111301**

between the Executive Agency for Health and Consumers and the co-ordinator,

The following:

1. The co-beneficiary grants power of attorney to the co-ordinator, to act in his name and for his account in signing the above-mentioned agreement and its possible subsequent riders with the Executive Agency for Health and Consumers. Accordingly, the co-beneficiary hereby mandates the co-ordinator to take full legal responsibility for the implementation of such an agreement.



¹ Please use the headed paper on national language of the organisation who gives mandate.

² Delete if the beneficiary is a natural person or a public-sector body.

³ Delete if the beneficiary is a public-sector body. (For natural persons, also indicate the number of their identity card or, failing that, of their passport or equivalent.)

2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the Executive Agency for Health and Consumers, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular, he acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive funds from the Executive Agency for Health and Consumers and distribute the amounts corresponding to the co-beneficiary's participation in the action.
3. The co-beneficiary hereby agrees to do everything in his power to help the co-ordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.
4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the co-ordinator which may have an effect on the implementation of the above agreement between the co-ordinator and the Executive Agency for Health and Consumers.
5. A signed copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURES

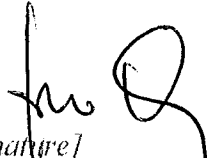
For the co-beneficiary
Papanikolaou, Christina, Director of 2nd DYPE


[signature]

Done at [Piraeus], [10-11-2011]





For the co-ordinator
Sandro Caffi, Director General


[signature]

Done at Verona, [5 DIC. 2011]



In duplicate in English

KABEG**LETTER OF MANDATE¹**

LKH Villach

KABEG Landeskrankenhaus Villach (LKH VIL)

2

3

Nikolaigasse 43
9500 Villach
Austria

ATU25802806,

("the co-beneficiary"), represented for the purposes of signature of this mandate by Wulz Karl,
General Director,
of the one part,

and

Azienda Ospedaliera Universitaria Integrata Verona - AOUI-VR - ITALY

Piazzale Aristide Stefani, 1 - 37126 - Verona, Italy

VAT number 03901420236

("the co-ordinator"), represented for the purposes of signature of this mandate by Sandro Caffi,
Director General
of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement

Title : **3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients**

Acronym : **HoNCAB**

Contract No. : **20111301**

between the Executive Agency for Health and Consumers and the co-ordinator,

The following:

1. The co-beneficiary grants power of attorney to the co-ordinator, to act in his name and for his account in signing the above-mentioned agreement and its possible subsequent riders with the Executive Agency for Health and Consumers. Accordingly, the co-beneficiary hereby mandates the co-ordinator to take full legal responsibility for the implementation of such an agreement.
2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the Executive Agency for Health and Consumers, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular, he acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive



Seite 1 von 1

¹ Please use the headed paper on national language of the organisation who gives mandate. KABEG, UID-Nr.: ATU25802806, DVR-Nr.: 00757209

² Delete if the beneficiary is a natural person or a public-sector body. Firmenbuchnummer: FN 71434 a Firmenbuchgericht: Landes- als Handelsgericht Klagenfurt am Wörthersee


³ Delete if the beneficiary is a public-sector body. (For natural persons, also indicate the number of their identity card or, failing that, of their passport or equivalent.)

funds from the Executive Agency for Health and Consumers and distribute the amounts corresponding to the co-beneficiary's participation in the action.

3. The co-beneficiary hereby agrees to do everything in his power to help the co-ordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.
4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the co-ordinator which may have an effect on the implementation of the above agreement between the co-ordinator and the Executive Agency for Health and Consumers.
5. A signed copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

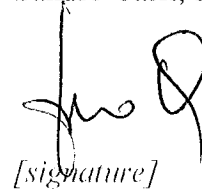
SIGNATURES

For the co-beneficiary
Wulz Karl, General Director

[signature] 

Done at Villach, 11/02/2011

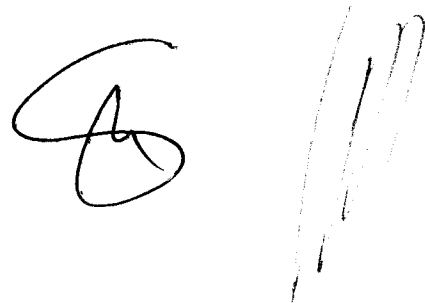
For the co-ordinator
Sandro Caffi, Director General

[signature] 

Done at Verona, 5 DIC. 2011



In duplicate in English



LETTER OF MANDATE¹

NÖ Gesundheits- und Sozialfonds [NÖGUS]
²
³

Stattersdorfer Hauptstraße 6C
 A- 3200 St. Pölten
 Austria

(“the co-beneficiary”), represented for the purposes of signature of this mandate by Mag. Martin BAUER, Managing Director of the one part,

and

Azienda Ospedaliera Universitaria Integrata Verona - AOUI-VR - ITALY

Piazzale Aristide Stefani, 1 - 37126 - Verona, Italy

VAT number 03901420236

(“the co-ordinator”), represented for the purposes of signature of this mandate by Sandro Caffi, Director General of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement

Title : **3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients**
 Acronym : **HoNCAB**
 Contract No. : **20111301**

between the Executive Agency for Health and Consumers and the co-ordinator,

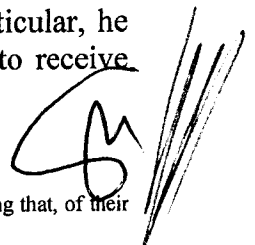
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2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the Executive Agency for Health and Consumers, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular, he acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive

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² Delete if the beneficiary is a natural person or a public-sector body.

³ Delete if the beneficiary is a public-sector body. (For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.)



funds from the Executive Agency for Health and Consumers and distribute the amounts corresponding to the co-beneficiary's participation in the action.

3. The co-beneficiary hereby agrees to do everything in his power to help the co-ordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.
4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the co-ordinator which may have an effect on the implementation of the above agreement between the co-ordinator and the Executive Agency for Health and Consumers.
5. A signed copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURES

For the co-beneficiary
Mag. Martin Bauer, Managing Director

[signature]

Done at St. Pölten, 7.11.2011

For the co-ordinator
Sandro Caffi, Director General

[signature]

Done at Verona,

5 DIC. 2011



In duplicate in English

Handwritten scribbles at the bottom right of the page, including a large looped mark and several vertical lines.

Add or remove the necessary spaces to adjust your headed paper to this document.

LETTER OF MANDATE¹

Gyógyszerészeti és Egészségügyi Minőség- és Szervezetfejlesztési Intézet / National Institute for Quality- and Organizational Development in Healthcare and Medicine (GYEMISZI)

[public sector body]

²

³

H-1125 Budapest, Diós árok 3. Hungary. (Mailing address: H-1525. Budapest 114. POB.:32.)

VAT number: HU 15324683 ,

("the co-beneficiary"), represented for the purposes of signature of this mandate by Dr. Török, Krisztina, Director General

of the one part,

and

Azienda Ospedaliera Universitaria Integrata Verona - AOUI-VR - ITALY

Piazzale Aristide Stefani, 1 - 37126 - Verona, Italy

VAT number 03901420236

("the co-ordinator"), represented for the purposes of signature of this mandate by Sandro Caffi, Director General

of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement

Title : **3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients**

Acronym : **HoNCAB**

Contract No. : **20111301**

between the Executive Agency for Health and Consumers and the co-ordinator,

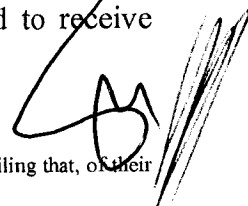
The following:

1. The co-beneficiary grants power of attorney to the co-ordinator, to act in his name and for his account in signing the above-mentioned agreement and its possible subsequent riders with the Executive Agency for Health and Consumers. Accordingly, the co-beneficiary hereby mandates the co-ordinator to take full legal responsibility for the implementation of such an agreement.
2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the Executive Agency for Health and Consumers, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular, he acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive

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² Delete if the beneficiary is a natural person or a public-sector body.

³ Delete if the beneficiary is a public-sector body. (For natural persons, also indicate the number of their identity card or, failing that, of their passport or equivalent.)



funds from the Executive Agency for Health and Consumers and distribute the amounts corresponding to the co-beneficiary's participation in the action.

3. The co-beneficiary hereby agrees to do everything in his power to help the co-ordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.
4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the co-ordinator which may have an effect on the implementation of the above agreement between the co-ordinator and the Executive Agency for Health and Consumers.
5. A signed copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURES

For the co-beneficiary
Dr. Török/Krisztina/Director General



[signature]

Done at Budapest, 04/11/2011

For the co-ordinator
Sandro Caffi, Director General

[signature]

Done at Verona, 15 DIC. 2011



In duplicate in English



LETTER OF MANDATE¹

Università Commerciale Luigi Bocconi UB

Private not for Profit²

Registration Number: Not applicable³

Via Sarfatti 25, 20136, Milano

IT03628350153,

("the co-beneficiary"), represented for the purposes of signature of this mandate by Bruno Pavesi,

Chief Executive

of the one part,

and

Azienda Ospedaliera Universitaria Integrata Verona - AOUI-VR - ITALY

Piazzale Aristide Stefani, 1 - 37126 - Verona, Italy

VAT number 03901420236,

("the co-ordinator"), represented for the purposes of signature of this mandate by Sandro Caffi,

Director General

of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement

Title : 3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients
Acronym : HoNCAB
Contract No. : 20111301

between the Executive Agency for Health and Consumers and the co-ordinator,

The following:

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Bocconi

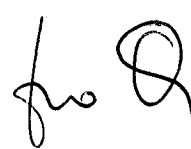

SIGNATURES

For the co-beneficiary
Bruno Pavesi, Chief Executive

08/11/2011

For the co-ordinator
Sandro Caffi, Director General

[signature]
Done at Verona, 5 DIC. 2011

In duplicate in English




LETTER OF MANDATE¹

[Centre Hospitalier Universitaire de Nice

2

3

4 Avenue de la Reine Victoria
BP1179
06003 Nice cedex 1

("the co-beneficiary"), represented for the purposes of signature of this mandate by BOUVIER-MULLER Emmanuel, C.E.O.

of the one part,

and

Azienda Ospedaliera Universitaria Integrata Verona - AOUI-VR - ITALY

Piazzale Aristide Stefani, 1 - 37126 - Verona, Italy

VAT number 03901420236

("the co-ordinator"), represented for the purposes of signature of this mandate by Sandro Caffi,
Director General
of the other part,

HAVE AGREED

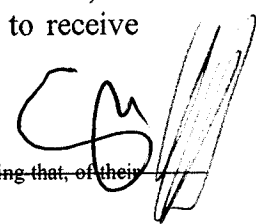
For the purposes of the implementation of the agreement

Title : **3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients**
Acronym : **HoNCAB**
Contract No. : **20111301**

between the Executive Agency for Health and Consumers and the co-ordinator,

The following:

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³ Delete if the beneficiary is a public-sector body. (For natural persons, also indicate the number of their identity card or, failing that, of their passport or equivalent.) CHU DE NICE - HOPITAL DE CIMIEZ - 4, avenue Reine Victoria - B.P. 1179 - 06003 Nice Cedex 1

funds from the Executive Agency for Health and Consumers and distribute the amounts corresponding to the co-beneficiary's participation in the action.

3. The co-beneficiary hereby agrees to do everything in his power to help the co-ordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.
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SIGNATURES

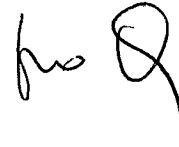
For the co-beneficiary
Bouvier-Muller Emmanuel

LE DIRECTEUR GENERAL
DU C.H.U. DE NICE

Emmanuel BOUVIER-MULLER

Done at Nice, 18 1 11 1

For the co-ordinator
Sandro Caffi, Director General



[signature]

Done at Verona,

5 DIC. 2011



In duplicate in English



Regione Autonoma Friuli-Venezia Giulia

AZIENDA PER I SERVIZI SANITARI N. 5

"BASSA FRIULANA"

LETTER OF MANDATE¹

Azienda per i Servizi Sanitari N.5 'Bassa Friulana' - ASS 5

2

3

Via Natisone, Località Ialmicco, 33057 - Palmanova (Ud), Italy

VAT number: 01199500305,

("the co-beneficiary"), represented for the purposes of signature of this mandate by Paolo Bordon,

Director General

of the one part,

and

Azienda Ospedaliera Universitaria Integrata Verona - AOUI-VR - ITALY

Piazzale Aristide Stefani, 1 - 37126 - Verona, Italy

VAT number 03901420236

("the co-ordinator"), represented for the purposes of signature of this mandate by Sandro Caffi,

Director General

of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement

Title : **3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients**

Acronym : **HoNCAB**

Contract No. : **20111301**

between the Executive Agency for Health and Consumers and the co-ordinator,

The following:

1. The co-beneficiary grants power of attorney to the co-ordinator, to act in his name and for his account in signing the above-mentioned agreement and its possible subsequent riders with the Executive Agency for Health and Consumers. Accordingly, the co-beneficiary hereby mandates the co-ordinator to take full legal responsibility for the implementation of such an agreement.
2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the Executive Agency for Health and Consumers, in

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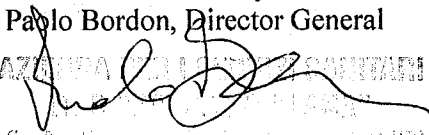
² Delete if the beneficiary is a natural person or a public-sector body.

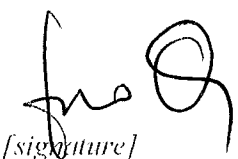

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- 5. A signed copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURES

For the co-beneficiary
 Paolo Bordon, Director General

 AZIENDA OSPEDALIERA UNIVERSITARIA
 Via Bellinzoni 10, 37139 Verona (VR)
 Cod. Fisc. 00045000303
 Part. IVA 01192500305
 Done at Palmanova, 25/11/2011

For the co-ordinator
 Sandro Caffi, Director General

 [signature]
 Done at Verona, 5 DIC. 2011


In duplicate in English




INŠTITUT ZA VAROVANJE ZDRAVJA
REPUBLIKE SLOVENIJE



NATIONAL INSTITUTE
OF PUBLIC HEALTH

LETTER OF MANDATE

National Institute of Public Health [NIPH]
Trubarjeva 2, SI-1000 Ljubljana, Slovenia
VAT number: SI 10007989

("the co-beneficiary"), represented for the purposes of signature of this mandate by Marija Seljak,
Director
of the one part,

and

Azienda Ospedaliera Universitaria Integrata Verona - AOUI-VR - ITALY
Piazzale Aristide Stefani, 1 - 37126 - Verona, Italy
VAT number 03901420236

("the co-ordinator"), represented for the purposes of signature of this mandate by Sandro Caffi,
Director General
of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement

Title : **3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients**
Acronym : **HoNCAB**
Contract No. : **20111301**

between the Executive Agency for Health and Consumers and the co-ordinator,

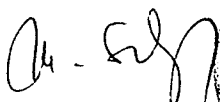

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5. A signed copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.



SIGNATURES

For the co-beneficiary
Marija Seljak, Director






Done at Ljubljana,
9th November 2011

For the co-ordinator
Sandro Caffi, Director General

Done at Verona, 5 DIC. 2011

LETTER OF MANDATE

Splošna bolnišnica Izola
Polje 40, 6310 Izola , SLOVENIJA

VAT number **SI79007589**

("the co-beneficiary"), represented for the purposes of signature of this mandate by
Jani DERNIČ, dr.med., director of the one part,

and

Azienda Ospedaliera Universitaria Integrata Verona – AOUI-VR-ITALY
Piazzale Aristide Stefani, 1 – 37126 – Verona, Italy

VAT number **03901420236**

("the co-ordinator"), represented for the purposes of signature of this mandate by
Sandro Caffi, Director General of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement

Title : **3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients**

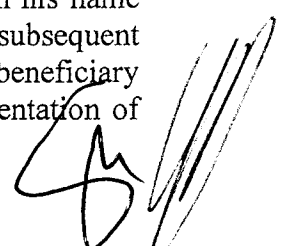
Acronym : **HoNCAB**

Contract No. : **20111301**

between the Executive Agency for Health and Consumers and the co-ordinator,

The following:

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5. A signed copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURES

For the co-beneficiary

Jani Darnič, dr.med., director



Done at Izola, 8.11.2011

For the co-ordinator

Sandro Caffi, Director General

Done at Verona, 15 DIC. 2011




LETTER OF MANDATE

EUROPEAN HOSPITAL AND HEALTHCARE FEDERATION (HOPE)

International non-profit association under Belgian law

Avenue Marnix 30, b17

1000 Brussels

Belgium

Company number 457.663.618

Not subject to VAT

("the co-beneficiary"), represented for the purposes of signature of this mandate by

Pascal GAREL, Chief Executive

of the one part,

and

Azienda Ospedaliera Universitaria Integrata Verona - AOUI-VR - ITALY

Piazzale Aristide Stefani, 1 - 37126 - Verona, Italy

VAT number 03901420236 ,

("the co-ordinator"), represented for the purposes of signature of this mandate by Sandro Caffi, Director

General

of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement

3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients

Acronym HoNCAB
Contract n° 20111301

between the Executive Agency for Health and Consumers and the co-ordinator,

The following:

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Avenue Marnix 30, b17 – BE-1000 BRUSSELS
Tel +32-2-742 13 20 Fax +32-2-742 13 25
sq@hope.be – www.hope.be

HOPE is an international non-profit association under Belgian law



2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the Executive Agency for Health and Consumers, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular, he acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive funds from the Executive Agency for Health and Consumers and distribute the amounts corresponding to the co-beneficiary's participation in the action.
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SIGNATURES

For the co-beneficiary
Pascal GAREL, Chief Executive

HOPE
European Hospital and
Healthcare Federation

Done at Brussels
November 8, 2011

For the co-ordinator
Sandro Caffi, Director General

Done at Verona
Date



5 DIC. 2011

In duplicate in English

Avenue Marnix 30, b17 - BE 1000 BRUSSELS
Tel +32 2 742 13 20 - Fax +32 2 742 13 25
sq@hope.be - www.hope.be

HOPE is an international non-profit association under Belgian law



ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ
ΥΠΟΥΡΓΕΙΟ ΥΓΕΙΑΣ ΚΑΙ ΚΟΙΝ. ΑΛΛΗΛΕΓΓΥΗΣ
ΔΙΟΙΚΗΣΗ 2ης ΥΓΕΙΟΝΟΜΙΚΗΣ ΠΕΡΙΦΕΡΕΙΑΣ



ΠΕΙΡΑΙΩΣ ΚΑΙ ΑΙΓΑΙΟΥ
ΓΕΝΙΚΟ ΝΟΣΟΚΟΜΕΙΟ ΡΟΔΟΥ
"ΑΝΔΡΕΑΣ ΠΑΠΑΝΔΡΕΟΥ"

LETTER OF MANDATE¹

General Hospital of Rhodes [G.H.-Rhodes]
Official legal form: N/A (PUBLIC SECTOR BODY²)
Official registration No: N/A (PUBLIC SECTOR BODY)³
Agioli Apostoloi, Rhodes, 85100, P.O.Box:138, Nomos Dodekanisou, Hellas
VAT number: 999052193,
(“the co-beneficiary”), represented for the purposes of signature of this mandate by Michael Kokkinos, Hospital Governor
of the one part,

and

Azienda Ospedaliera Universitaria Integrata Verona - AOUI-VR - ITALY

Piazzale Aristide Stefani, 1 - 37126 - Verona, Italy

VAT number 03901420236

(“the co-ordinator”), represented for the purposes of signature of this mandate by Sandro Caffi,
Director General
of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement

Title : **3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients**
Acronym : **HoNCAB**
Contract No. : **20111301**

between the Executive Agency for Health and Consumers and the co-ordinator,

The following:

1. The co-beneficiary grants power of attorney to the co-ordinator, to act in his name and for his account in signing the above-mentioned agreement and its possible subsequent riders with the Executive Agency for Health and Consumers. Accordingly, the co-beneficiary hereby mandates the co-ordinator to take full legal responsibility for the implementation of such an agreement.
2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the Executive Agency for Health and Consumers, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular, he acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive funds from the Executive Agency for Health and Consumers and distribute the amounts corresponding to the co-beneficiary's participation in the action.

¹ Please use the headed paper on national language of the organisation who gives mandate.

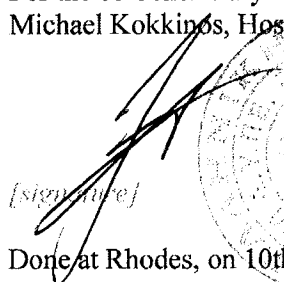
² Delete if the beneficiary is a natural person or a public-sector body.

³ Delete if the beneficiary is a public-sector body. (For natural persons, also indicate the number of their identity card or, failing that, of their passport or equivalent.)

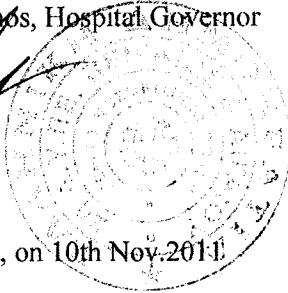
3. The co-beneficiary hereby agrees to do everything in his power to help the co-ordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.
4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the co-ordinator which may have an effect on the implementation of the above agreement between the co-ordinator and the Executive Agency for Health and Consumers.
5. A signed copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURES

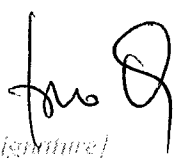
For the co-beneficiary
Michael Kokkinos, Hospital Governor


[signature]

Done at Rhodes, on 10th Nov. 2011



For the co-ordinator
Sandro Caffi, Director General


[signature]

Done at Verona, 5 DIC. 2011



In duplicate in English

Add or remove the necessary spaces to adjust your headed paper to this document.

LETTER OF MANDATE¹

3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients - HoNCAB
University Hospital ²
³

Azienda Ospedaliero-Universitaria "Santa Maria della Misericordia"
Piazzale Santa Maria della Misericordia, 15 - 33100 Udine
VAT number (CF e PI): 02445630300,
("the co-beneficiary"), represented for the purposes of signature of this mandate by Carlo Favaretti,
Director General
of the one part,

and

Azienda Ospedaliera Universitaria Integrata Verona - AOUI-VR - ITALY

Piazzale Aristide Stefani, 1 - 37126 - Verona, Italy

VAT number 03901420236

("the co-ordinator"), represented for the purposes of signature of this mandate by Sandro Caffi,
Director General
of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement

Title : **3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients**
Acronym : **HoNCAB**
Contract No. : **20111301**

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² Delete if the beneficiary is a natural person or a public-sector body.

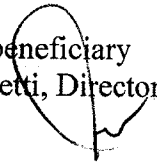
³ Delete if the beneficiary is a public-sector body. (For natural persons, also indicate the number of their identity card or, failing that, of their passport or equivalent.)

acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive funds from the Executive Agency for Health and Consumers and distribute the amounts corresponding to the co-beneficiary's participation in the action.

3. The co-beneficiary hereby agrees to do everything in his power to help the co-ordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.
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5. A signed copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURES

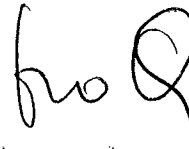
For the co-beneficiary
Carlo Favaretti, Director General



[signature]

Done at Udine, 8 NOV. 2011

For the co-ordinator
Sandro Caffi, Director General



[signature]

Done at Verona, 5 DIC. 2011



In duplicate in English





Ministero della Salute

LETTER OF MANDATE¹

Ministry of Health [MOH]

2

3

Viale Giorgio Ribotta, 5 - 00144 -Rome -Italy

("the co-beneficiary"), represented for the purposes of signature of this mandate by Oleari Fabrizio,
Head of the Department
of the one part,

and

Azienda Ospedaliera Universitaria Integrata Verona - AOUI-VR - ITALY

Piazzale Aristide Stefani, 1 - 37126 - Verona, Italy

VAT number 03901420236

("the co-ordinator"), represented for the purposes of signature of this mandate by Sandro Caffi,
Director General
of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement

Title : **3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients**
Acronym : **HoNCAB**
Contract No. : **20111301**

between the Executive Agency for Health and Consumers and the co-ordinator,

The following:

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³ Delete if the beneficiary is a public-sector body. (For natural persons, also indicate the number of their identity card or, failing that, of their passport or equivalent.)

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4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the co-ordinator which may have an effect on the implementation of the above agreement between the co-ordinator and the Executive Agency for Health and Consumers.
5. A signed copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURES

For the co-beneficiary
OLEARTE E. E. Head of Department

[signature]

Done at Rome, 07/11/2011

For the co-ordinator
Sandro Caffi, Director General

[signature]

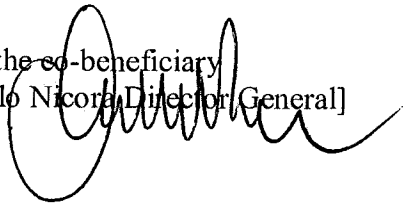
Done at Verona, 5 DIC. 2011

In duplicate in English

2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the Executive Agency for Health and Consumers, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular, he acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive funds from the Executive Agency for Health and Consumers and distribute the amounts corresponding to the co-beneficiary's participation in the action.
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5. A signed copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURES


For the co-beneficiary
[Carlo Nicora, Director General]



[signature]

Done at Bergamo, [27-10-11]

For the co-ordinator
Sandro Caffi, Director General



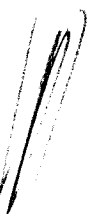
[signature]

Done at Verona,

5 DIC. 2011



In duplicate in English





LETTER OF MANDATE¹

Attikon University General Hospital

²

³

Rimini, 1, P.C 124 62, Chaidari, Athens, GREECE

VAT number 999696736,

("the co-beneficiary"), represented for the purposes of signature of this mandate by Lampiris Ilias, Director of AUGH of the one part,

and

Azienda Ospedaliera Universitaria Integrata Verona - AOUI-VR - ITALY

Piazzale Aristide Stefani, 1 - 37126 - Verona, Italy

VAT number 03901420236

⁷
("the co-ordinator"), represented for the purposes of signature of this mandate by Sandro Caffi, Director General of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement

Title : **3.3.1.1 Support creation of pilot network of hospitals related to payment of care for cross border patients**
Acronym : **HoNCAB**
Contract No. : **20111301**

between the Executive Agency for Health and Consumers and the co-ordinator,

The following:

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5. A signed copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURES

For the co-beneficiary
Lampiris Ilias , Director of AUGH



Done at Chaidari, 14 Nov 2011

For the co-ordinator
Sandro Caffi, Director General

A handwritten signature in black ink, appearing to be 'Sandro Caffi', written in a cursive style. Below the signature is the text '[signature]' in a smaller font.



Done at Verona,

25 DIC. 2011

In duplicate in English

2 of 2

A handwritten signature in black ink, appearing to be 'Sandro Caffi', written in a cursive style.

A handwritten signature in black ink, appearing to be 'Lampiris Ilias', written in a cursive style.

ANNEX V

**INSTRUCTIONS
CONCERNING THE ELIGIBILITY OF TRAVEL AND SUBSISTENCE EXPENSES
(IF COMMISSION'S RULES APPLY)**

1. **Flat-rate subsistence allowances** cover all subsistence expenses during missions, including hotels, restaurants and local transport (taxis and/or public transport). They apply in respect of each day of a mission at a minimum distance of 100 km from the normal place of work. The subsistence allowance varies depending on the country in which the mission is carried out. The daily rates will correspond to the sum of the daily allowance and the maximum hotel price set out in Article 13 of Annex VII of the Staff Regulations.¹

Missions in countries other than EU 27, Acceding and Applicant countries and EFTA-EEA countries shall be subject to the prior agreement of the Executive Agency. This agreement shall be related to the objectives of the mission, its costs and the reasons therefore. For these other countries not referred to above, the daily rates will correspond to the sum of the daily allowance and the maximum hotel price set out in Commission Decision C(2008) 6215.²

2. **Travel expenses** are eligible under the following conditions:
- travel by the most direct and most economic route;
 - distance of at least 100 km between the place of the meeting and the normal place of work;
 - travel by rail: first class;
 - travel by air: economy class, unless a cheaper fare can be used (e.g. Apex); air travel is allowed only for return journeys of more than 800 km;
 - travel by car: reimbursed on the basis of the equivalent first class rail fare.

¹ Regulation 31/1962/EEC laying down the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Economic Community and the European Atomic Energy Agency

² Commission Decision C(2008)6215 of 18 November 2008: General implementing provisions adopting the Guide to missions for officials and other servants of the European Commission

2