

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 600841

Computational Horizons In Cancer (CHIC): Developing Meta- and Hyper-Multiscale Models and Repositories for In Silico Oncology CHIC*Collaborative Project*

The **European Union** (the "*Union*"), represented by the **European Commission** (the "*Commission*"),

of the **one part**,

and **INSTITUTE OF COMMUNICATION AND COMPUTER SYSTEMS**, established in Patission Str. 42, 10682 ATHINA - GREECE, represented by Mr Yannis VASSILIOU, ICCS Director and/or Mr Ioannis PSARRAS, ICCS Deputy Director, or their authorised representative, the *beneficiary* acting as *coordinator* of the *consortium* (the "*coordinator*"), ("*beneficiary n° 1*"),

of the **other part**

HAVE AGREED to the following terms and conditions including those in the following annexes, which form an integral part of this *grant agreement* (the "*grant agreement*").

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| Annex I | - Description of Work |
| Annex II | - General conditions |
| Annex III | - Non applicable |
| Annex IV | - Form A – Accession of <i>beneficiaries</i> to the <i>grant agreement</i> |
| Annex V | - Form B – Request for accession of a new <i>beneficiary</i> to the <i>grant agreement</i> |
| Annex VI | - Form C – Financial statement per funding scheme |
| Annex VII | - Form D – Terms of reference for the certificate on the financial statements and Form E - Terms of reference for the certificate on the methodology |

Article 1 – Accession to the *grant agreement* of the other *beneficiaries*

1. The *coordinator* shall endeavour to ensure that each legal entity identified below accedes to this *grant agreement* as a *beneficiary*, assuming the rights and obligations established by the *grant agreement* with effect from the date on which the *grant agreement* enters into force, by signing Form A in three originals, countersigned by the *coordinator*.

- **EUROPEAN RESEARCH AND PROJECT OFFICE GMBH** established in Science Park 1, Stuhlsatzenhausweg 69, 66123 SAARBRUECKEN - GERMANY, represented by Mr Jörg SCHERER, Managing Director, or his authorised representative ("*beneficiary n° 2*"),

- **UNIVERSITAET DES SAARLANDES** established in Campus, 66123 SAARBRUECKEN - GERMANY, represented by Mr Volker LINNEWEBER, University President, or his authorised representative ("*beneficiary n° 3*"),

- **KATHOLIEKE UNIVERSITEIT LEUVEN** established in Oude Markt 13, 3000 LEUVEN - BELGIUM, represented by Mr Paul VAN DUN, General Manager and/or Ms Elke LAMMERTYN, Head of European Projects, or their authorised representative ("*beneficiary n° 4*"),



- **UNIVERSITY OF BEDFORDSHIRE** established in PARK SQUARE, LUI 3JU LUTON - UNITED KINGDOM, represented by Mr Carsten MAPLE, Pro Vice Chancellor (Research & Enterprise), or his authorised representative ("*beneficiary n° 5*"),
- **THE UNIVERSITY OF SHEFFIELD** established in FIRTH COURT WESTERN BANK 0, S10 2TN SHEFFIELD - UNITED KINGDOM, represented by Ms Justine DANIELS, Head of Research Development and/or Ms Deborah MCCLEAN, Head of Operations, or their authorised representative ("*beneficiary n° 6*"),
- **FOUNDATION FOR RESEARCH AND TECHNOLOGY HELLAS** established in N PLASTIRA STR 100, 70013 HERAKLION - GREECE, represented by Mr COSTAS FOTAKIS, CHAIRMAN OF THE BOARD OF DIRECTORIES, or his authorised representative ("*beneficiary n° 7*"),
- **GOTTFRIED WILHELM LEIBNIZ UNIVERSITAET HANNOVER** established in Welfengarten 1, 30167 HANNOVER - GERMANY, represented by Mr Henning HOWIND, Dezerent and/or Ms Silke MEYER, Sachgebietsleiterin (head of unit), or their authorised representative ("*beneficiary n° 8*"),
- **THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA** established in Walnut Street, Room P-221 3451, 19104 PHILADELPHIA - UNITED STATES, represented by Mr Stuart W. WATSON, Associate Director, Research Services, or his authorised representative ("*beneficiary n° 9*"),
- **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD** established in University Offices, Wellington Square, OX1 2JD OXFORD - UNITED KINGDOM, represented by Mr Stephen CONWAY, Associate Director and/or Ms Linda PIALEK, Head of European Team, or their authorised representative ("*beneficiary n° 10*"),
- **UNIVERSITA DEGLI STUDI DI TORINO** established in Via Giuseppe Verdi 8, 10124 TORINO - ITALY, represented by Mr Ferdinando ROSSI, Director of the Department of Neuroscience, or his authorised representative ("*beneficiary n° 11*"),
- **UNIVERSITAET BERN** established in Hochschulstrasse 4, 3012 BERN - SWITZERLAND, represented by Mr Martin TÄUBER, Rector and/or Mr Christian LEUMANN, Vice rector, or their authorised representative ("*beneficiary n° 12*"),
- **CUSTODIX NV** established in KORTRIJKSESTEENWEG 214 b3, 9830 SINT-MARTENS-LATEM - BELGIUM, represented by Ms Marita BORMS, Director, or her authorised representative ("*beneficiary n° 13*"),
- **PHILIPS ELECTRONICS NEDERLAND B.V.** established in Boschdijk 525, 5621JG EINDHOVEN - THE NETHERLANDS, represented by Mr Henk HOUTEN VAN, General Manager Research and/or Mr Carel-Jan DRIEL VAN, Head of Research UK & Division Head I&C, or their authorised representative ("*beneficiary n° 14*"),
- **UNIVERSITY COLLEGE LONDON** established in Gower Street 1, WC1E 6BT LONDON - UNITED KINGDOM, represented by Mr Michael BROWNE, Head of European Research and Development and/or Mr Mark BURGESS, Assistant Director Research Services, or their authorised representative ("*beneficiary n° 15*"),
- **CONSORZIO INTERUNIVERSITARIO CINECA** established in Via Magnanelli 6/3, 40033 CASALECCHIO DI RENO - ITALY, represented by Mr Emilio FERRARI, President



and/or Mr Mario LANZARINI, Director, or their authorised representative ("*beneficiary n° 16*"),

- **TECHNOLOGICAL EDUCATIONAL INSTITUTE OF CRETE** established in Iomni Athitaki & Gianni Kornarou, 71004 HERAKLION - GREECE, represented by Mr Evangelos KAPETANAKIS, President of TEI Crete, or his authorised representative ("*beneficiary n° 17*"),

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

2. The *coordinator* shall send to the *Commission* one duly completed and signed Form A per *beneficiary* at the latest 45 calendar days after the entry into force of the *grant agreement*. The two remaining signed originals shall be kept, one by the *coordinator* to be made available for consultation at the request of any *beneficiary*, and the other by the *beneficiary* concerned.

3. Should any legal entity identified above, fail or refuse to accede to the *grant agreement* within the deadline established in the previous paragraph, the *Commission* is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the *Commission*, within the time-limit to be fixed by the latter, appropriate solutions to ensure the implementation of the *project*. The procedure established in Annex II for amendments to this *grant agreement* will apply.

4. The *beneficiaries* are deemed to have concluded a *consortium agreement* (the "*consortium agreement*") regarding the internal organisation of the *consortium*.

Article 2 – Scope

The *Union* has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called "**Computational Horizons In Cancer (CHIC): Developing Meta- and Hyper-Multiscale Models and Repositories for In Silico Oncology (CHIC)**" (the "*project*") within the framework of the Specific Programme "**Cooperation**" and under the conditions laid down in this *grant agreement*.

Article 3 – Duration and start date of the project

The duration of the *project* shall be **48 months from 01 April 2013** (hereinafter referred to as the "*start date*").

Article 4 – Reporting periods and language of reports

The *project* is divided into reporting periods of the following duration:

- **P1**: from month **1** to month **12**
- **P2**: from month **13** to month **24**
- **P3**: from month **25** to month **36**
- **Final**: from month **37** to the last month of the *project*

Any report and deliverable, when appropriate, required by this *grant agreement* shall be in **English**.

Article 5 – Maximum financial contribution of the Union

1. The maximum financial contribution of the *Union* to the *project* shall be **EUR 10,582,000 (TEN MILLION FIVE HUNDRED EIGHTY-TWO THOUSAND EURO)**. The actual financial



contribution of the *Union* shall be calculated in accordance with the provisions of this *grant agreement*.

2. Details of the financial contribution of the *Union* are contained in Annex I to this *grant agreement* which includes:
 - a table of the estimated breakdown of budget and financial contribution of the *Union* per activity to be carried out by each of the *beneficiaries* under the *project*. *Beneficiaries* are allowed to transfer budget between different activities and between themselves in so far as the work is carried out as foreseen in Annex I.
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3. The bank account of the *coordinator* to which all payments of the financial contribution of the *Union* shall be made is:

Name of account holder: INSTITUTE COMMUNICATION COMPUTER SYSTEMS
NAT TECHN UNIV ATHENS ICCS
Name of bank: EMPORIKI BANK OF GREECE S.A.
Account reference: GR2601205540000603590830018

Article 6 – Pre-financing

A *pre-financing* of **EUR 4,232,800 (FOUR MILLION TWO HUNDRED THIRTY-TWO THOUSAND EIGHT HUNDRED EURO)** shall be paid to the *coordinator* within 30 days following the date of entry into force of this *grant agreement*. The *coordinator* shall distribute the *pre-financing* only to the *beneficiaries* who have acceded to the *grant agreement* and after the minimum number of *beneficiaries* required by the *Rules for Participation* as detailed in the call for proposals to which the *project* is related, have acceded to the *grant agreement*.

Beneficiaries hereby agree that the amount of **EUR 529,100 (FIVE HUNDRED TWENTY-NINE THOUSAND ONE HUNDRED EURO)**, corresponding to the *beneficiaries'* contribution to the Guarantee Fund referred to in Article II.20 and representing 5% of the maximum financial contribution of the *Union* referred to in Article 5.1, is transferred in their name by the *Commission* from the *pre-financing* into the Guarantee Fund. However, *beneficiaries* are deemed to have received the full *pre-financing* referred to in the first indent and will have to justify it in accordance with the *grant agreement*.

Article 7 – Special clauses

The following special clauses apply to this *grant agreement*:

7.1 Special clause n°6 - LATE PAYMENT OF THE PRE-FINANCING

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

7.2 Special clause n°13 - ETHICAL RULES

1. The *beneficiaries* shall comply with the ethical framework of FP7, all applicable legislation, any relevant future legislation and FP7 specific programmes on "Cooperation", "Ideas", "People", "Capacities" (2007-2013) and "Euratom" (2007-2011).



For the *Commission*: CNECT-ICT-600841@EC.EUROPA.EU

For the *coordinator*: gestam@central.ntua.gr

4. In case of refusal of the notification or absence of the recipient, the *beneficiary* or the *consortium*, as the case may be, is deemed to have been notified on the date of the latest delivery, if notification to the *coordinator* has been sent to one of the addresses mentioned in paragraphs 1 and 2 and to their legal representative. Other *beneficiaries* are deemed to have been notified if notification has been sent to the address mentioned in Article 1.1.

5. Any communication or request relating to the processing of personal data (Article II.13) shall be submitted, using the address(es) for the *Commission* identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of *IST Operations* Unit.

Article 9 – Applicable law and competent court

The financial contribution of the *Union* is a contribution from the *Union* research budget with the aim to implement the 7th Research Framework Programme (FP7) and it is incumbent on the *Commission* to execute FP7. Accordingly, this *grant agreement* shall be governed by the terms of this *grant agreement*, the European Community and European Union acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other European Community and European Union law and, on a subsidiary basis, by the law of Belgium.

Furthermore, the *beneficiary* is aware, and agrees, that the *Commission* may take a decision to impose pecuniary obligations, which shall be enforceable in accordance with Article 299 of the Treaty on the Functioning of the European Union and Articles 164 and 192 of the Treaty establishing the European Atomic Energy Community.

Notwithstanding the *Commission's* right to directly adopt the recovery decisions referred to in the previous paragraph, the General Court, or on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the *Union* and any *beneficiary* concerning the interpretation, application or validity of this *grant agreement* and the validity of the decision mentioned in the second paragraph.

Article 10 – Application of the grant agreement provisions

Any provision of this part of the *grant agreement*, shall take precedence over the provisions of any of the Annexes. The provisions of Annex III shall take precedence over the provisions of Annex II, and both shall take precedence over the provisions of Annex I.

The special clauses set out in Article 7 shall take precedence over any other provisions of this *grant agreement*.

Article 11 – Entry into force of the grant agreement

This *grant agreement* shall enter into force after its signature by the *coordinator* and the *Commission*, on the day of the last signature.

Done in two originals in **English**.



For the *coordinator* done at: Athens

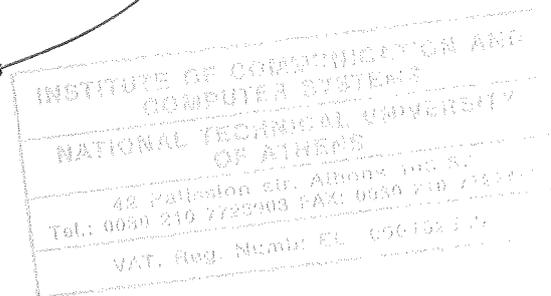
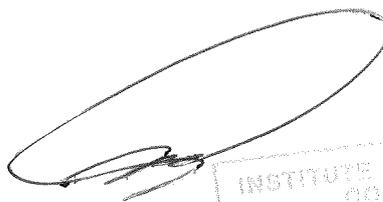
Name of the legal entity: Institute of Communication and Computer Systems

Name of legal representative: Professor Yannis Vassiliou
Director ICCS - NTUA

Stamp of the organisation (if applicable):

Signature of legal representative:

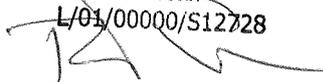
Date: 7 May 2013



For the *Commission* done at Brussels:

Name of legal representative:

Paul TIMMERS
Director
L/01/00000/S12728



Signature of legal representative:

Date:

16 MAI 2013