

**EUROPEAN COMMISSION**

**DIRECTORATE-GENERAL FOR RESEARCH & INNOVATION**

**SP1-Cooperation**

**Network of Excellence**

**FP7-HEALTH-2010-single-stage**

**Grant Agreement Number 261474**

**ENCCA**

**EUROPEAN NETWORK for CANCER research in CHILDREN and  
ADOLESCENTS**

**HEALTH-F2-2011-261474**

# SEVENTH FRAMEWORK PROGRAMME

## GRANT AGREEMENT No 261474

### PROJECT TITLE ENCCA

#### Network of Excellence

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

**and** ST. ANNA KINDERKREBSFORSCHUNG, established in ZIMMERMANNPLATZ 10, WIEN, 1090, Austria represented by Helmut Gadner, Director and/or Karla María Valdés Rodríguez, Financial and Administrative Director or their authorised representative, the *beneficiary* acting as "*coordinator*" of the *consortium* (the "*coordinator*"), ("*beneficiary no. 1*"),

of the other part

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

Annex I - Description of Work (Joint Programme of Activities)

Annex II - General conditions

Annex III - Non applicable

Annex IV - Form A - Accession of *beneficiaries* to the *grant agreement*

Annex V - Form B - Request for accession of a new *beneficiary* to the *grant agreement*

Annex VI - Form C - Financial statement per funding scheme

Annex VII - Form D - Terms of reference for the certificate on the financial statements and Form E

- Terms of reference for the certificate on the methodology

#### Article 1 - Accession to the *grant agreement* of the other *beneficiaries*

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

- **SIOP Europe**, established in Avenue E.Mounier 83, Brussels, 1200, Belgium represented by MICHEL BALLIEU, CEO or his authorised representative ("*beneficiary no. 2*"),
- **UNIVERSITY COLLEGE LONDON**, established in Gower Street 1, LONDON, WC1E 6BT, United Kingdom represented by Michael Browne, Head of European Research and Development and/or Mark Burgess, Assistant Director Research Services or their authorised representative ("*beneficiary no. 4*"),
- **CHRISTIAN-ALBRECHTS-UNIVERSITAET ZU KIEL**, established in OLSHAUSENSTRASSE 40, KIEL, 24118, Germany represented by Oliver HERRMANN, Head of Administration and/or Ingmar SCHMIDT, Director General Research and Planning or their authorised representative ("*beneficiary no. 5*"),

- **INSTITUT GUSTAVE ROUSSY**, established in Rue Camille Desmoulins 39, VILLEJUIF, 94805, France represented by Thomas Tursz, General Director or his authorised representative ("*beneficiary no. 6*"),
- **UNIVERSITA CATTOLICA DEL SACRO CUORE**, established in Largo Agostino Gemelli 1, MILANO, 20123, Italy represented by Antonio Cicchetti, Chief Executive Officer or his authorised representative ("*beneficiary no. 7*"),
- **UNIVERSITAETSKLINIKUM ESSEN**, established in HUFELANDSTRASSE 55, ESSEN, 45122, Germany represented by Reinhold Keil, Chief Executive Officer and/or Hans-Peter Tappe, Acting Managing Director or their authorised representative ("*beneficiary no. 8*"),
- **UNIVERSITA' DEGLI STUDI DI MILANO-BICOCCA**, established in PIAZZA DELL'ATENEO NUOVO 1, MILANO, IT-20126, Italy represented by MARCELLO FONTANESI, Rector or his authorised representative ("*beneficiary no. 9*"),
- **ERASMUS UNIVERSITAIR MEDISCH CENTRUM ROTTERDAM**, established in 's Gravendijkwal 230, ROTTERDAM, 3015CE, Netherlands represented by Huibert Adriaan Pieter Pols, Dean (vice-president) and/or Hans Alexander Buller, Chairman or their authorised representative ("*beneficiary no. 10*"),
- **FUNDACION PARA LA INVESTIGACION DEL HOSPITAL UNIVERSITARIO LA FE DE LA COMUNIDAD VALENCIANA**, established in AVENIDA CAMPANAR 21, VALENCIA, 46009, Spain represented by Jose Vicente Castell Ripoll, Director or his authorised representative ("*beneficiary no. 11*"),
- **GDANSKI UNIWERSYTET MEDYCZNY**, established in ULICA M SKLODOWSKIEJ CURIE 3A, GDANSK, 80210, Poland represented by Janusz MORY'S, Rector or his authorised representative ("*beneficiary no. 12*"),
- **THE UNIVERSITY OF BIRMINGHAM**, established in Edgbaston, BIRMINGHAM, B15 2TT, United Kingdom represented by Robert Fekete, Head of Academic Accounting and/or May Chung, Research Finance Manager or their authorised representative ("*beneficiary no. 13*"),
- **THE LEEDS TEACHING HOSPITALS NATIONAL HEALTH SERVICE TRUST**, established in ST JAME'S HOSPITAL, BECKETT STREET, LEEDS, LS9 7TF, United Kingdom represented by Derek Norfolk, Associate Director of Research & Development or his authorised representative ("*beneficiary no. 14*"),
- **ISTITUTO GIANNINA GASLINI**, established in LARGO GASLINI 5, GENOVA, 16147, Italy represented by Vincenzo Lorenzelli, President or his authorised representative ("*beneficiary no. 15*"),
- **INSTITUT CURIE**, established in rue d'Ulm 26, PARIS, 75248, France represented by Jean-Nicolas MUNCK, Director of the hospital and/or Yves THIERY, Deputy Director or their authorised representative ("*beneficiary no. 16*"),
- **FOUNDATION FOR RESEARCH AND TECHNOLOGY HELLAS**, established in N PLASTIRA STR 100, HERAKLION, 70013, Greece represented by Vassilios Dougalis, Chairman of the Board of Directors or his authorised representative ("*beneficiary no. 17*"),
- **AIT Austrian Institute of Technology GmbH**, established in Donau-City-Strasse 1, WIEN, 1220, Austria represented by Anton PLIMON, Managing Director and/or Wolfgang KNOLL, Managing Director or their authorised representative ("*beneficiary no. 18*"),

- **CONSORZIO INTERUNIVERSITARIO CINECA**, established in Via Magnanelli 6/3, CASALECCHIO DI RENO, 40033, Italy represented by Mario RINALDI, President or his authorised representative ("*beneficiary no. 19*"),
- **ESQH VIENNA OFFICE - EUROPAISCHE GESELLSCHAFT FUR QUALITAT IM GESUNDHEITSWESEN - WIENER BURO VEREIN**, established in DOMINIKANERBASTEI 10/2 STOCK, VIENNA, 1010, Austria represented by Roland Schlesinger, Head or his authorised representative ("*beneficiary no. 20*"),
- **Academisch Medisch Centrum bij de Universiteit van Amsterdam**, established in MEIBERGDREEF 9, AMSTERDAM, 1105AZ, Netherlands represented by Marcel M. LEVI, Dean and Chair of the Board and/or Ruud J.M. Hopstaken, Member of the Board or their authorised representative ("*beneficiary no. 21*"),
- **CENTRE ANTICANCEREUX LEON BERARD**, established in RUE LAENNEC 28, LYON, 69373, France represented by Sylvie NEGRIER, General Director and/or Alain PUISIEUX, Research Director or their authorised representative ("*beneficiary no. 23*"),
- **CENTRE INTERNATIONAL DE RECHERCHE SUR LE CANCER**, established in Cours Albert-Thomas 150, LYON CEDEX 08, 69372, France represented by Christopher P. Wild, Director or his authorised representative ("*beneficiary no. 24*"),
- **ACADEMISCH ZIEKENHUIS LEIDEN - LEIDS UNIVERSITAIR MEDISCH CENTRUM**, established in Albinusdreef 2, LEIDEN, 2333 ZA, Netherlands represented by Egbert J. Vos, Managing Director Division III and/or J.B.M.Z. Trimbos, Principal Board Division III or their authorised representative ("*beneficiary no. 26*"),
- **KAROLINSKA INSTITUTET**, established in Nobels Vag 5, STOCKHOLM, 17177, Sweden represented by Miles DAVIES, Head of Unit and/or Erik FORSSE, Head of Office or their authorised representative ("*beneficiary no. 27*"),
- **UNIVERSITEIT GENT**, established in SINT PIETERSNIEUWSTRAAT 25, GENT, 9000, Belgium represented by Paul Van Cauwenberge, Rector and/or Luc Moens, Vice-Rector or their authorised representative ("*beneficiary no. 28*"),
- **CHARITE - UNIVERSITAETSMEDIZIN BERLIN**, established in Chariteplatz 1, BERLIN, 10117, Germany represented by Gerrit FLEIGE, Financial Director or his authorised representative ("*beneficiary no. 30*"),
- **ASSISTANCE PUBLIQUE - HOPITAUX DE PARIS**, established in 3 Avenue Victoria, PARIS, 75004, France represented by Mireille FAUGERE, CEO and/or Christophe MISSE, Director of the DRCD or their authorised representative ("*beneficiary no. 31*"),
- **LANDESHAUPTSTADT STUTTGART**, established in SCHMALESTRASSE 9-13, Stuttgart, 70173, Germany represented by Adalbert ERBEN, Chief of Central Department and/or Stefan BIELACK, Medical Director or their authorised representative ("*beneficiary no. 32*"),
- **European CanCer Organisation**, established in Avenue E. Mounier 83, Brussels, 1200, Belgium represented by Michel BALLIEU, Chief Executive Officer or his authorised representative ("*beneficiary no. 34*"),
- **Osterreichische Kinder-Krebs-Hilfe verband der Osterreichischen kinder krebs hilfe organisationen**, established in Borschkegasse 1/7, Wien, 1090, Austria represented by Anita KIENESBERGER, CEO or her authorised representative ("*beneficiary no. 35*"),

- **UNIVERSITA DEGLI STUDI DI PADOVA**, established in Via VIII Febbraio 2, PADOVA, 35122, Italy represented by Giuseppe BASSO, Director of Department or his authorised representative ("*beneficiary no. 36*"),
- **WESTFAELISCHE WILHELMS-UNIVERSITAET MUENSTER**, established in SCHLOSSPLATZ 2, MUENSTER, 48149, Germany represented by Katharina STEINBERG, Head of Unit 5.4 „Third Party Funding, Promotion of Research, IP Exploitation“ and/or Andre MOOR, Official of Unit 5.4 „Third Party Funding, Promotion of Research, IP Exploitation“ or their authorised representative ("*beneficiary no. 37*"),
- **UNIVERSITY OF SOUTHAMPTON**, established in Highfield, SOUTHAMPTON, SO17 1BJ, United Kingdom represented by Yan Qiao, FP7 Team Accountant and/or Chris Tollerfield, Faculty Finance Manager - Faculty of Medicine or their authorised representative ("*beneficiary no. 38*"),

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 *EUROPEAN NETWORK for CANCER research in CHILDREN and ADOLESCENTS (ENCCA)* (the "*project*") within the framework of the *SP1-Cooperation* and under the conditions laid down in this *grant agreement*.

## Article 3 - Duration and start date of the project

The duration of the *project* shall be 48 months from 1st January 2011 (hereinafter referred to as the "*start date*").

## Article 4 - Reporting periods and language of reports

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

- P1: from month 1 to month 12
- P2: from month 13 to month 24
- P3: from month 25 to month 36
- P4: 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 11,997,958.90 (*eleven million nine hundred and ninety -seven thousand nine hundred and fifty -eight EURO and ninety cents*). The actual financial contribution of *the Union* shall be calculated in accordance with the provisions of this *grant agreement*.

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

- a table of the estimated breakdown of budget and financial contribution of *the Union* per activity to be carried out by each of the *beneficiaries* under the *project*. *Beneficiaries* are allowed to transfer budget between different activities and between themselves in so far as the work is carried out as foreseen in Annex I.

3. The bank account of the *coordinator* to which all payments of the financial contribution of *the Union* shall be made is:

Name of account holder: St. Anna Kinderkrebsforschung e.V.

Name of bank: UniCredit Bank Austria AG

Account reference: AT561200000656166626

## **Article 6 - Pre-financing**

A *pre-financing* of EUR 4,799,183.00 (*four million seven hundred and ninety -nine thousand one hundred and eighty -three EURO*) shall be paid to the *coordinator* within 45 days following the date of entry into force of this *grant agreement*. The *coordinator* shall distribute the *pre-financing* only to the *beneficiaries* who have acceded to the *grant agreement* and after the minimum number of *beneficiaries* required by the *Rules for Participation* as detailed in the call for proposals to which the *project* is related, have acceded to the *grant agreement*.

*Beneficiaries* hereby agree that the amount of EUR 599,897.95 (*five hundred and ninety -nine thousand eight hundred and ninety -seven EURO and ninety -five cents*), 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*:

### **Special clause 3**

#### **1. Settlement of dispute**

Any dispute arising between the *Commission* and CENTRE INTERNATIONAL DE RECHERCHE SUR LE CANCER , shall be settled in accordance with Article 14 of the

Financial and Administrative Framework Agreement concluded by the *Community*, represented by the *Commission*, and the United Nations on 29.04.2003 (hereinafter referred to as the "FAFA Agreement") to which CENTRE INTERNATIONAL DE RECHERCHE SUR LE CANCER , adhered on the 11/12/2003.

## 2. Certificates on the financial statements and/or on the methodology, controls and audits

With regard to CENTRE INTERNATIONAL DE RECHERCHE SUR LE CANCER , the "Agreement on the application of the verification clause to operations administered by the United Nations and financed or co-financed by the *European Community*" annexed to the FAFA Agreement prevails over this *grant agreement*, and in particular over its Articles II.4.4, II.22 and II.23.

## 3. Governing law

Notwithstanding the law applicable on a subsidiary basis mentioned in Article 9 first paragraph, this *grant agreement* shall be governed on a subsidiary basis by the law of Belgium.

## 4. Privileges and immunities

Nothing in this *grant agreement* shall be interpreted as a waiver of any privileges or immunities accorded to *CENTRE INTERNATIONAL DE RECHERCHE SUR LE CANCER* by its constituent documents or international law.

## Special clause 5

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

2. At least two months before the date of the review the *Commission* shall communicate to the *consortium* in accordance with Article 8, the modalities of the *project review*, including, where appropriate, any meeting it may propose to convene and that it may request the *consortium* to organise.

Costs incurred by the *consortium* in relation to the *project review* shall be eligible under the activity referred to in Article II.16.5.

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

## Special clause 10

1. The following third parties are linked to CHRISTIAN-ALBRECHTS-UNIVERSITAET ZU KIEL:

- UNIVERSITATSKLINIKUM SCHLESWIG-HOLSTEIN

2. This *beneficiary* may charge costs incurred by the above mentioned third parties in carrying out the *project*, in accordance with the provisions of the *grant agreement*. These contributions shall not be considered as receipts of the *project*.

The third parties shall identify the costs to the *project* mutatis mutandis in accordance with the provisions of part B of Annex II of the *grant agreement*. Each third party shall charge its eligible costs in accordance with the principles established in Articles II.14 and II.15. The *beneficiary* shall provide to the *Commission*:

- an individual financial statement from each third party in the format specified in Form C. These costs shall not be included in the *beneficiary's* Form C.
- certificates on the financial statements and/or on the methodology from each third party in accordance with the relevant provisions of this *grant agreement*.
- a summary financial report consolidating the sum of the eligible costs borne by the third parties and the *beneficiary*, as stated in their individual financial statements, shall be appended to the *beneficiary's* Form C.

When submitting reports referred to in Article II.4, the *consortium* shall identify work performed and resources deployed by each third party linking it to the corresponding *beneficiary*.

3. The eligibility of the third parties' costs charged by the *beneficiary* is subject to controls and audits of the third parties, in accordance with Articles II.22 and 23.

4. The *beneficiary* shall retain sole responsibility toward the *the Union* and the other *beneficiaries* for the third parties linked to it. The *beneficiary* shall ensure that the third parties abide by the provisions of the *grant agreement*.

#### Special clause 15

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

#### Special clause 16

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

#### Special clause 39

In addition to Article II.30.4, *beneficiaries* shall deposit an electronic copy of the published version or the final manuscript accepted for publication of a scientific publication relating to *foreground* published before or after the final report in an institutional or subject-based repository at the moment of publication.

*Beneficiaries* are required to make their best efforts to ensure that this electronic copy becomes freely and electronically available to anyone through this repository:



- immediately if the scientific publication is published "open access", i.e. if an electronic version is also available free of charge via the publisher, or
- within 6 months of publication.

## Article 8 - Communication

1. Any communication or request concerning the *grant agreement* shall identify the *grant agreement* number, the nature and details of the request or communication and be submitted to the following addresses:

For the *Commission*: European Commission  
Directorate-General for Research & Innovation  
F2  
B-1049 Brussels, Belgium

For the *coordinator*: Karla María Valdés Rodríguez  
ST. ANNA KINDERKREBSFORSCHUNG  
ZIMMERMANNPLATZ 10  
WIEN 1090  
Austria

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

For the *Commission*: RTD-FP7-HEALTH-medicalresearch@ec.europa.eu

For the *coordinator*: ruth.ladenstein@ccri.at

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

4. Any communication or request relating to the processing of personal data (Article II.13) shall be submitted, using the address(es) for the *Commission* identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of Unit of F2.

## 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 WIEN

For the *Commission* done at Brussels

St. Anna Kinderkrebsforschung e.V.  
Name of the legal entity

Prof. Helmut Gadner

Name of the legal representative  
St. Anna Kinderkrebsforschung  
CHILDREN'S CANCER RESEARCH INSTITUTE

Zimmermannplatz 10, 1090 Wien, Austria  
T +43(1)40470-0 • F +43(1)40470-7150

ZVR-Zahl: 395401202 • www.CCRI.at

Stamp of the organisation (if applicable)

[Signature]  
Signature of legal representative

08.02.2011  
Date

VANVOSSER

Name of the legal representative

[Signature]  
Signature of legal representative

09 MARS 2011  
Date

