

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 600929

A Demonstration of 4D Digital Avatar Infrastructure for Access of Complete Patient Information MyHealthAvatar*Collaborative Project*

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

and **UNIVERSITY OF BEDFORDSHIRE**, established in PARK SQUARE, LU1 3JU LUTON - UNITED KINGDOM, represented by Mr Carsten MAPLE, Pro Vice Chancellor (Research & Enterprise), or his 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*").

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*.

- **FOUNDATION FOR RESEARCH AND TECHNOLOGY HELLAS** established in N PLASTIRA STR 100, 70013 HERAKLION - GREECE, represented by Mr COSTAS FOTAKIS, CHAIRMAN OF THE BOARD DIRECTORIES, 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*"),

- **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 ("*beneficiary n° 4*"),

- **GOTTFRIED WILHELM LEIBNIZ UNIVERSITAET HANNOVER** established in Welfengarten 1, 30167 HANNOVER - GERMANY, represented by Mr Henning HOWIND, Dezernent and/or Ms Silke MEYER, Sachgebietsleiterin, or their authorised representative ("*beneficiary n° 5*"),
- **ASTRID RESEARCH KUTATASFEJLESZTESIKFT** established in CEGLED UTCA 22 A EP FSZT 1, 4029 DEBRECEN - HUNGARY, represented by Mr Zoltan KOVACS, CEO, or his authorised representative ("*beneficiary n° 6*"),
- **ANSMART LTD** established in HALFORD ROAD ICKENHAM 107, UB10 8QA UXBRIDGE - UNITED KINGDOM, represented by Ms Anne CLAPWORTHY, Director, or her authorised representative ("*beneficiary n° 7*"),
- **TECHNOLOGICAL EDUCATIONAL INSTITUTE OF CRETE** established in Ionni Athitaki & Gianni Kornarou, 71004 HERAKLION - GREECE, represented by Mr Evangelos KAPETANAKIS, President of TEI Crete, or his authorised representative ("*beneficiary n° 8*"),
- **UNIVERSITY OF LINCOLN** established in Brayford Pool, LN6 7TS LINCOLN - UNITED KINGDOM, represented by Mr Glen BOWNESS, Head of Research and Income Generation Support, or his authorised representative ("*beneficiary n° 9*"),

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 "**A Demonstration of 4D Digital Avatar Infrastructure for Access of Complete Patient Information (MyHealthAvatar)**" (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 **36 months** from **01 March 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
- **Final**: from month 25 to the last month of the *project*

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

Article 5 – Maximum financial contribution of the Union

1. The maximum financial contribution of the *Union* to the *project* shall be **EUR 2,447,000 (TWO MILLION FOUR HUNDRED FORTY-SEVEN 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: THE UNIVERSITY OF BEDFORDSHIRE
Name of bank: HSBC BANK PLC
Account reference: GB40MIDL40051538174485

Article 6 – Pre-financing

A *pre-financing* of **EUR 1,305,067 (ONE MILLION THREE HUNDRED FIVE THOUSAND SIXTY-SEVEN 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 122,350 (ONE HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED FIFTY 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).

2. The *beneficiaries* undertake not to carry out research under this *project* involving any of the following activities:

- (a) research activities aiming at human cloning for reproductive purposes,
- (b) research activities intended to modify the genetic heritage of human beings which could make such change heritable, and
- (c) research activities intended to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.

7.3 Special clause n°16 - CLINICAL RESEARCH

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

Article 8 – Communication

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

For the *Commission*: European Commission
Communications Networks, Content and Technology
B-1049 Brussels
Belgium

For the *coordinator*: Prof. Feng Dong
PARK SQUARE
LU1 3JU LUTON
United Kingdom

2. Reports and deliverables shall be transmitted to the *Commission* according to Article II.4.5.

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

For the *Commission*: CNECT-ICT-600929@EC.EUROPA.EU

For the *coordinator*: feng.dong@beds.ac.uk

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:

Name of the legal entity: UNIVERSITY OF BEDFORDSHIRE

Name of legal representative: Carsten MAPLE (PRO VICE CHANCELLOR, RESEARCH & ENTERPRISE)

Stamp of the organisation (if applicable):



Signature of legal representative:

A handwritten signature in black ink, appearing to be "Carsten Maple", written over the text "Signature of legal representative:".

Date: 28.01.13

For the *Commission* done at Brussels:

Paul TIMMERS
Director
L/01/00000/S12728

Name of legal representative:

A handwritten signature in black ink, appearing to be "Paul Timmers", written over the text "Name of legal representative:".

Signature of legal representative:

Date: 04 FEV. 2013