

EUROPEAN COMMISSION
INFORMATION SOCIETY AND MEDIA DIRECTORATE-GENERAL

Information and Communication Technologies

Collaborative Project

REACTION

**Remote Accessibility to Diabetes Management and Therapy in Operational
healthcare Networks**

Grant Agreement Number 248590

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 248590

Remote Accessibility to Diabetes Management and Therapy in Operational healthcare Networks

Collaborative Project

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

of the **one part**,

and **ATOS ORIGIN SOCIEDAD ANONIMA ESPANOLA**, established in Calle Albarracin 25, 28037 Madrid - SPAIN, represented by Mr Alberto GASCÓN, Business Manager and/or Mr Francisco CALVO, Business Unit Manager, 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*").

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*.

- **CNet Svenska AB** established in SVARDVAGEN 3B, 18233 DANDERYD - SWEDEN, represented by Mr Peter ROSENGREN, Managing Director, or his authorised representative ("*beneficiary n° 2*"),

- **DELTA DANSK ELEKTRONIK, LYS & AKUSTIK OVRIGE VIRKSOMHEDSFORMER** established in VENLIGHEDSVEJ 4, 2970 HERSHOLM - DENMARK, represented by Mr Per HARTLEV, CEO, or his authorised representative ("*beneficiary n° 3*"),

- **INSTITUT FUER MIKROTECHNIK MAINZ GMBH** established in Carl-Zeiss-Str. 18-20, 55129 Mainz - GERMANY, represented by Mr Gerhard WEGNER, CEO and/or Mr Josef HEUN, General Manager, or their authorised representative ("*beneficiary n° 4*"),

- **FOUNDATION FOR RESEARCH AND TECHNOLOGY HELLAS** established in N PLASTIRA STR 100, 70013 HERAKLION - GREECE, represented by Mr Vassilios

DOUGALIS, Vice Chairman of the Board of Directors of FO.R.T.H., or his authorised representative ("*beneficiary n° 5*"),

- **FRAUNHOFER-GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V** established in Hansastrasse 27C, 80686 MUENCHEN - GERMANY, represented by Mr Fabian PERPEET, Legal affairs director, or his authorised representative ("*beneficiary n° 6*"),

- **Hellenic Telecommunications & Telematics Applications Company** established in Science & Technology Park of Crete, Vassilikia Vouton, R&D Dept., 71003 Heraklion - GREECE, represented by Mr Vassilis SPITADAKIS, R&D Director, or his authorised representative ("*beneficiary n° 7*"),

- **IN-JET APS** established in JEPPE AAKJAERS VEJ 15, 3460 BIRKEROD - DENMARK, represented by Mr Jesper THESTRUP, Managing Director, or his authorised representative ("*beneficiary n° 8*"),

- **ALKALMAZOTT LOGIKAI LABORATORIUM KUTATO FEJLESZTO SZOVETKEZET (Applied Logic Laboratory)** established in HANKOCZY JENO UTCA 7, 1022 Budapest - HUNGARY, represented by Mr Tamás GERGELY, President, or his authorised representative ("*beneficiary n° 9*"),

- **Medizinische Universitaet Graz** established in Universitaetsplatz 3, 8010 GRAZ - AUSTRIA, represented by Ms Irmgard LIPPE, Vice Rector for Research and/or Mr Ernst PILGER, Head of Department of Internal Medicine, or their authorised representative ("*beneficiary n° 10*"),

- **JOANNEUM RESEARCH FORSCHUNGSGESELLSCHAFT MBH** established in Steyrergasse 17, 8010 GRAZ - AUSTRIA, represented by Mr Bernhard PELZL, Managing director and/or Mr Edmund MÜLLER, Managing Director, or their authorised representative ("*beneficiary n° 11*"),

- **Chorleywood Health Centre** established in Lower Road 15, WD3 5EA Chorleywood - UNITED KINGDOM, represented by Mr Russell JONES, Senior Partner, or his authorised representative ("*beneficiary n° 12*"),

- **BRUNEL UNIVERSITY** established in Kingston Lane, UB83PH UXBRIDGE - UNITED KINGDOM, represented by Ms Teresa WALLER, Head of Research and/or Mr Geoffrey RODGERS, Pro Vice Chancellor (Research), or their authorised representative ("*beneficiary n° 13*"),

- **VRIJE UNIVERSITEIT BRUSSEL** established in PLEINLAAN 2, 1050 BRUSSEL - BELGIUM, represented by Mr Paul DE KNOP, Rector and/or Mr Lode WYNS, Vice Rector Research, or their authorised representative ("*beneficiary n° 14*"),

- **BAYER TECHNOLOGY SERVICES GMBH** established in Kaiser-Wilhelm-Allee, 51368 LEVERKUSEN - GERMANY, represented by Mr Helmut MOTHES, Head of Division and/or Mr Henning LÜTJENS, Chief Patents Counsel, or their authorised representative ("*beneficiary n° 15*"),

- **SOLIANIS MONITORING AG** established in LEUTSCHENBACHSTRASSE 46, 8001 ZURICH - SWITZERLAND, represented by Mr Mario STARK, CEO, or his authorised representative ("*beneficiary n° 16*"),

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 "**Remote Accessibility to Diabetes Management and Therapy in Operational healthcare Networks (REACTION)**" (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 March 2010** (hereinafter referred to as the "*start date*").

Article 4 – Reporting periods and language of reports

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

- **P1**: from month 1 to month 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 11,800,000 (ELEVEN MILLION EIGHT HUNDRED 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.

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: ATOS ORIGIN SAE
Name of bank: BANCO BILBAO VIZCAYA ARGENTARIA S.A.
Account reference: ES4001823994090201516448

Article 6 – Pre-financing

A *pre-financing* of **EUR 4,720,000 (FOUR MILLION SEVEN HUNDRED TWENTY THOUSAND 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 590,000 (FIVE HUNDRED NINETY THOUSAND 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°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). (Council Decisions on the specific programmes: 2006/971/EC on "Cooperation", 2006/972/EC on "Ideas", 2006/973/EC on "People", 2006/974/EC on "Capacities" and 2006/976/Euratom on "Euratom").

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.

7.2 Special clause n°15 - ETHICAL REVIEW

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*.

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.

2. (For biomedical research involving human beings including clinical or other trials) The *Commission* shall never be considered as a sponsor for clinical trials in the sense of Directive 2001/20/EC of the European Parliament and of the Council of 4 April 2001 on the approximation of the laws, regulations and administrative provisions of the Member States relating to the implementation of good clinical practice in the conduct of clinical trials on medicinal products for human use.

Annex I shall indicate the name(s) of any such sponsor(s).

For trials not covered by Directive 2001/20/EC, Annex I shall indicate the name of the person or organisation that is responsible for the initiation, co-ordination and monitoring of the trial.

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
Information Society and Media Directorate-General
B-1049 Brussels
Belgium

For the *coordinator*: Ms. Lydia Montandon
Calle Albarracin 25
28037 Madrid
Spain

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

For the *Commission*: INFSO-ICT-248590@EC.EUROPA.EU

For the *coordinator*: lydia.montandon@atosresearch.eu

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 *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: ATOS ORIGIN SAE

Name of legal representative: ALBERTO GASCON SALDAÑA

Stamp of the organisation (if applicable):

Atos
Origin

C/. Albarracín, 25
28037 MADRID
C.I.F.: A28240752

Signature of legal representative:

Date:

11/03/2010

For the *Commission* done at Brussels:

Name of legal representative:

Florin LUPESCU

Director

Authorised Representative

Signature of legal representative:

Florin Lupescu

Date:

02 MARS 2010