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DG CNECT/H1/TP/th

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Tit. IV.5	CI: COLLABORAF. Progetti appro
N. 0002919	22/10/2013
	

Mr Claudio Montani

CONSIGLIO NAZIONALE DELLE RICERCHE

Via Giuseppe Moruzzi I

56124- Pisa

ITALY

7th RTD Framework Programme – Specific Programme Cooperation

Theme 3 “Information and Communication Technologies”

Call identifier: FP7-ICT-2013-10

Proposal No 611516 (SEMEOTICONS)

Re: Signed grant agreement

Dear Mr Montani,

Please find enclosed one original of the above-mentioned grant agreement, signed by you as the coordinator and by the Commission on **15/10/2013**. The grant agreement has entered into force on that date.

Please be reminded that according to Article 1.2 of the grant agreement, the coordinator should 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 payment of the pre-financing will be initiated in accordance with Article 6 of the grant agreement. Please note that according to the provisions of Article 6, the coordinator shall distribute the pre-financing only to the beneficiaries who have acceded to the grant agreement, and after the accession of at least two beneficiaries.

We wish the project every success for the future. Please inform the other participants about this letter and distribute a copy of this signed grant agreement to all project participants.

Should you require any further information, please do not hesitate to contact us.

Yours sincerely,


Frank Cunningham
Project Officer

Enclosure: Signed grant agreement

Commission européenne, B-1049 Bruxelles / Europese Commissie, B-1049 Brussel - Belgium. Telephone: (32-2) 299 11 11. Office: BU31 1/49. Telephone: direct line (32-2) 2968119. Fax: (32-2) 2960181.

E-mail: frank.cunningham@ec.europa.eu

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 611516

SEMEiotic Oriented Technology for Individual's CardioMetabolic risk self-assessment and Self-monitoring SEMEOTICONS*Collaborative Project*

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

of the **one part**,

and **CONSIGLIO NAZIONALE DELLE RICERCHE**, established in PIAZZALE ALDO MORO 7, 00185 ROMA - ITALY, represented by Mr Claudio MONTANI, Director, 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 of Directors of FORTH, or his authorised representative ("*beneficiary n° 2*"),

- **LINKOPINGS UNIVERSITET** established in CAMPUS VALLA, 581 83 LINKOPING - SWEDEN, represented by Mr Johan ÅKERMAN , Head of Grants Office and/or Mr Per DANNETUN, Research Director, or their authorised representative ("*beneficiary n° 3*"),

- **UNIVERSITY OF CENTRAL LANCASHIRE** established in -, PR1 2HE PRESTON - UNITED KINGDOM, represented by Ms Alexis HOLDEN, Head Funding Development and Support and/or Ms Deborah REID, Group Executive Director of Finance, or their authorised representative ("*beneficiary n° 4*"),

- **NORGES TEKNISK-NATURVITENSKAPELIGE UNIVERSITET NTNU** established in Hogskoleringen 1, 7491 TRONDHEIM - NORWAY, represented by Mr Torbjørn DIGERNES, Rector and/or Ms Kari MELBY , Pro-Rector Research, or their authorised representative ("*beneficiary n° 5*"),
- **CENTRE DE RECHERCHE EN NUTRITION HUMAINE RHONE-ALPES** established in CHEMIN DU GRAND REVOYET 165, 69310 PIERRE-BENITE - FRANCE, represented by Ms martine LAVILLE, Director and/or Ms Sylvie NORMAND, RESEARCH ENGINEER, or their authorised representative ("*beneficiary n° 6*"),
- **INTECS SPA** established in SALITA DEL POGGIO LAURENTINO 7, 00144 ROMA - ITALY, represented by Mr Massimo MICANGELI, President, or his authorised representative ("*beneficiary n° 7*"),
- **Hellenic Telecommunications & Telematics Applications Company** established in Science & Technology Park of Crete, Vassilikia Vouton, Innovation Dept, 71003 Heraklion - GREECE, represented by Mr Manolis STRATAKIS, Director of Research Projects, or his authorised representative ("*beneficiary n° 8*"),
- **DRACO SYSTEMS SL** established in EDIFICIO CIM VALLES OFICINA 61-62, 08130 SANTA PERPETUA DE MOGODA - SPAIN, represented by Ms Meritxell GIMENO, CEO and/or Mr Jordi POSAS, R&D Director, or their authorised representative ("*beneficiary n° 9*"),
- **COSMED SRL** established in VIALE DEI MISENATI 1/A, 00122 ROMA - ITALY, represented by Mr Marco BRUGNOLI, Managing Director and/or Ms Dalia ALFONSI, Assistant Managing Director, or their authorised representative ("*beneficiary n° 10*"),

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 "**SEMEiotic Oriented Technology for Individual's CardioMetabolic risk self-assessment and Self-monitoring (SEMEOTICONS)**" (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 November 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**
- **Final**: from month **13** 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 3,870,000 (THREE MILLION EIGHT HUNDRED SEVENTY 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: CONSIGLIO NAZIONALE DELLE RICERCHE INCASSI GIORNALIERI DA ALTRE DIPEN
 - Name of bank: BANCA NAZIONALE DEL LAVORO S.P.A.
 - Account reference: IT57S0100503392000000218155

Article 6 – Pre-financing

A *pre-financing* of **EUR 2,322,000 (TWO MILLION THREE HUNDRED TWENTY-TWO THOUSAND 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 193,500 (ONE HUNDRED NINETY-THREE THOUSAND FIVE 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°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.

7.2 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
Communications Networks, Content and Technology
B-1049 Brussels
Belgium

For the *coordinator*: Dr. Claudio Montani
Via Giuseppe Moruzzi 1
56124 Pisa

Italy

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-611516@EC.EUROPA.EU

For the *coordinator*: claudio.montani@cnr.it

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 the Programme 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: CONSIGLIO NAZIONALE DELLE RICERCHE

Name of legal representative: CLAUDIO MONTANI

Stamp of the organisation (if applicable):



Signature of legal representative:

Claudio Montani
Direttore ISTI-CNR

Date: 8th OCT 2013

For the *Commission* done at Brussels:

Name of legal representative:

Paul TIMMERS
Director
L/01/00000/S12728

Signature of legal representative:

Date:

15 OCT. 2013