

EUROPEAN COMMISSION

RESEARCH DIRECTORATE-GENERAL

SP1-Cooperation

Collaborative project

Large-scale integrating project

FP7-HEALTH-2010-two-stage

Grant Agreement Number 259867

Euro-MOTOR

European multidisciplinary ALS network identification to cure motor
neuron degeneration

HEALTH-F5-2010-259867

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 259867

PROJECT TITLE Euro-MOTOR

Collaborative project

Large-scale integrating project

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

and UNIVERSITAIR MEDISCH CENTRUM UTRECHT, established in Heidelberglaan 100, UTRECHT, 3508GA, Netherlands represented by René Kahn, Chair Division and Head of Department and/or Marian Joëls, Manager Research & Education 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

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*.

- **VIB**, established in Rijvisschestraat 120, ZWIJNAARDE - GENT, 9052, Belgium represented by Rudy Dekeyser, Managing director and/or Jo Bury, Managing Director or their authorised representative ("*beneficiary no. 2*"),
- **ASSISTANCE PUBLIQUE - HOPITAUX DE PARIS**, established in 3 Avenue Victoria, PARIS, 75004, France represented by Benoit LECLERCQ, Directeur and/or Christophe MISSE, Directeur or their authorised representative ("*beneficiary no. 3*"),
- **UNIVERSITE DE STRASBOURG**, established in rue Blaise Pascal 4, Strasbourg , 67070, France represented by Alain BERETZ, PRESIDENT and/or Eric WESTHOF, Vice-Président Recherche or their authorised representative ("*beneficiary no. 4*"),

- **UNIVERSITAET ULM**, established in HELMHOLTZSTRASSE 16, ULM, 89081, Germany represented by Dieter Kaufmann, Chancellor and Head of Administration or his authorised representative ("*beneficiary no. 5*"),
- **MAX PLANCK GESELLSCHAFT ZUR FOERDERUNG DER WISSENSCHAFTEN E.V.**, established in Hofgartenstrasse 8, MUENCHEN, 80539, Germany represented by F. Ulrich Hartl, Managing Director and/or Matthias Mann, Managing Director or their authorised representative ("*beneficiary no. 6*"),
- **UNIVERSITAETSKLINIKUM WUERZBURG - KLINIKUM DER BAYERISCHEN JULIUS-MAXIMILIANS-UNIVERSITAT**, established in JOSEF-SCHNEIDER-STRASSE 2, WUERZBURG, 97080, Germany represented by Martin Kroker, Head of Legal Department or his authorised representative ("*beneficiary no. 7*"),
- **THE PROVOST FELLOWS & SCHOLARS OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN**, established in College Green -, DUBLIN, 2, Ireland represented by Mary Tracey, Contracts Manager and/or James Callaghan, Associate Director or their authorised representative ("*beneficiary no. 8*"),
- **ISTITUTO DI RICERCHE FARMACOLOGICHE MARIO NEGRI**, established in Via Giuseppe La Masa 19, MILANO, 20156, Italy represented by Garattini Silvio, Director or his authorised representative ("*beneficiary no. 9*"),
- **UNIVERSITA DEGLI STUDI DI TORINO**, established in Via Giuseppe Verdi 8, TORINO, 10124, Italy represented by Filippo Bogetto, Chair, Department of Neuroscience, University of Torino and/or Roberto Mutani, Deputy Director or their authorised representative ("*beneficiary no. 10*"),
- **ACADEMISCH ZIEKENHUIS GRONINGEN**, established in Hanzeplein 1, GRONINGEN, 9713 GZ, Netherlands represented by Folkert Kuipers, Member of the board of the UMCG and/or Lambertus C. Bruggeman, President of the board of the UMCG or their authorised representative ("*beneficiary no. 11*"),
- **KING'S COLLEGE LONDON**, established in Strand, LONDON, WC2R 2LS, United Kingdom represented by Paul Labbett, Director of Research Grants & Contracts or his authorised representative ("*beneficiary no. 12*"),
- **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. 13*"),
- **THE UNIVERSITY OF SHEFFIELD**, established in FIRTH COURT WESTERN BANK, SHEFFIELD, S10 2TN, United Kingdom represented by Tracey Swift, Head of Development and/or Suzanne Bushnell-Watson, Head of Commerical or their authorised representative ("*beneficiary no. 14*"),
- **IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE**, established in Exhibition Road, South Kensington Campus, LONDON, SW7 2AZ, United Kingdom represented by Carole Meads, Senior Negotiator, European Policy and/or Lynne Cox, Director, Research Contracts or their authorised representative ("*beneficiary no. 15*"),

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 multidisciplinary ALS network identification to cure motor neuron degeneration (Euro-MOTOR)* (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 60 months from 1st February 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 18
- P2: from month 19 to month 36
- P3: from month 37 to month 54
- P4: from month 55 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 8,994,361.75 (*eight million nine hundred and ninety -four thousand three hundred and sixty -one EURO and seventy -five 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: Universitair Medisch Centrum Utrecht

Name of bank: Van Lanschot Bankiers

Account reference: NL11FVLB0699710774

Article 6 - Pre-financing

A *pre-financing* of EUR 3,597,744.70 (*three million five hundred and ninety -seven thousand seven hundred and forty -four EURO and seventy cents*) 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 449,718.09 (*four hundred and forty -nine thousand seven hundred and eighteen EURO and nine 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 5

1. A *project* review shall be held at a mid-term stage and/or at the end of the project.
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 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
RTD
F5
B-1049 Brussels, Belgium

For the *coordinator*: Leonard Van den Berg
UNIVERSITAIR MEDISCH CENTRUM UTRECHT
Department of Neurology
Heidelberglaan 100
UTRECHT 3508GA
Netherlands

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

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

For the *coordinator*: lberg@umcutrecht.nl

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 F5.

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 UTRECHT

For the *Commission* done at Brussels

Umc Utrecht
.....
Name of the legal entity

Prof Dr. RS Kahn
.....
Name of the legal representative

A. VANVOSSER
.....
Name of the legal representative

.....
Stamp of the organisation (if applicable)

.....
Signature of legal representative

.....
Signature of legal representative

23-11-2010
.....
Date

31 DEC. 2010
.....
Date

