



AGREEMENT
ON THE GRANTING OF A FINANCIAL CONTRIBUTION
FOR THE PROJECT
“European Conference on Transplantation and Physical activity”

The Italian National Transplant Centre, **Centro Nazionale Trapianti**, thereafter called “C.N.T.”, having its headquarters in Rome, Viale Regina Elena, 299, tax code 80211730587, represented by its General Director Alessandro Nanni Costa, PhD;

AND

Karl Landsteiner University of Health Science (KL), thereafter called “KL”, having its headquarters at Dr.-Karl-Dorrek-Straße 30, A-3500 Krems an der Donau, represented by rector Univ.-Prof. Dr. Rudolf Mallinger,

GIVEN THAT

- Art. 8 of the Italian Act of 1st April 1999, no. 91 “Provisions concerning the removal and transplantation of organs and tissues” sets up the Italian National Transplant Center at the “Italian National Institute of Health”;
- Art. 2 (308) (a) of the Italian Act of 24 December 2007, no. 244 “Provisions for drawing up the annual and pluriannual budget to the State”, Finance Law for 2008, provides that C.N.T. is entitled to conclude co-operation agreements and contracts with public administrative authorities, institutions, institutes, associations, and other public or private legal persons in Italy, in the European Union or in third countries,
- The C.N.T. promotes:
 - o physical activity as healthy habit aimed to prevent and hinder the development of medical complication or chronic disease to post transplanted patient.



- the efficacy of prescribed regular physical activity supervised by sports medicine doctors with specific program tailored to the patients need and health status as it has been demonstrated through scientific research protocols;
- Promote and share such good practices at national and international level in cooperation with European and international organizations.

CONSIDERING THAT

KL having among its own institutional purposes as a university the realization of research and scientific conferences intends to organize the events described in the current report no. 2052/CNT2015 whose purposes fulfill the objectives of CNT above mentioned

IN VIEW OF

- the funding request of the above mentioned institution contained in the same report;
- the decision of the head of C.N.T. as fixed in the report no. 2134 of 12/06/2015;

All this bearing in mind and having duly considered, the Parties agree as follows:

Art.1

(Recitals)

1. The recitals constitute an integral part of the present Agreement.

Art. 2

(Object)

1. KL in cooperation with NÖ Landeskliniken-Holding hereby undertakes to realize the international scientific conference called “**European Conference on Transplantation and Physical Activity**”, which is going to be carried out at the premises of KL on 24th and 25th July, 2015.



Art 3

(Person in charge of the project)

1. The person in charge of the project on behalf of Karl Landsteiner University of Health Science (KL), is Mrs. Eva-Maria Gruber. In case that Mrs. Eva-Maria Gruber should not be able for legitimate reasons to pursue the function of being the responsible person for the project, KL has to notify immediately the name of the new responsible person to C.N.T.

Art.4

(Conditions for the granting of the contribution)

1. C.N.T. grants to KL a financial contribution of € ten thousand (10,000/00) for the realization of the event as described in Art. 2.

2. In the framework of the projection of expenses as indicated in the business plan attached to this Agreement (Annex A), C.N.T. will pay – on presentation of an appropriate payment request (Annex B) – the agreed amount according to paragraph. 1, as follow; the first 50% of total grant at the signature of the agreement, the remaining 50% after the approval of the final report and of the financial report by the Director General of CNT.

3. The payment of the grant according to paragraph 1, being of a contributory nature, will take place without V.A.T.; the above mentioned contributions will be paid after the transmission of the corresponding payment requests by KL.

4. The contribution has to be used according to the statutes of KL, exclusively for covering expenditures that have occurred during the period of duration of this Agreement and that relate to the realization of the activities dealt with by the present Agreement.

The use of this contribution for the purchase or the rent of premises is not permitted, neither for the payment of indirect or general costs. It is not allowed to use this funding for construction works or for the purchase of cars or mobile phones. In any case, expenditure not foreseen in the business plan will neither be accepted nor paid.

5. Changes of the submitted business plan will not be permitted if they exceed the amount provided for each single budget item by more than 20%, unless these additional expenses are explicitly justified by the applying beneficiary and authorized by C.N.T. and remain within the limits of the accorded grant.



6. The residual amount, 50% of the total grant, will be paid on presentation of the financial report on incurred expenditure, as well as on incurred liabilities, together with the documents in the original and/or as certified copies, corresponding to the effectively incurred expenditure in the order of the single expense items, in accordance with the submitted business plan. The above-mentioned financial report, which has to be drawn up exclusively according to the attached model (Annex C), has to be presented within 15 days after the end of the agreement, endorsed by the scientific officer and approved by the legal representative of the institution or by one of his delegates (in the event that the signature is made by the delegate, a certified copy of the delegation decree has to be attached).

7. if the submitted financial report and/or the administrative accounting check should prove that the project costs are lower than provided for in the business plan, or that all or of some receipts of expenditure that were produced according to the provisions established in the attached financial report (Annex C), C.N.T. reimburse only the incurred expenses as declared in the financial report.

Art. 5

(Changes and Amendments)

1. Every possible request for a change of the present project, with regard to the aims to attain, the methodology, the time, the periods, the duration, or possible modifications like compensations between expenditure items provided for in the business plan, has to be reasoned and formulated in a way not distorting or altering the setup and the final purpose of the project as approved.

2. Such modification requests have to be signed by the legal representative of KL and submitted to the president of CNT who will provide for their acceptance in advance and for their formal finalisation.

Art. 6

(Duration)

1. The agreement shall enter into force on the date when the last party signs. The agreement expires on the date of September 30th 2015.



Art. 7

(General Obligations)

1. KL undertakes to carry out the execution of this Agreement in full respect of the applicable laws and regulations of the Republic of Austria and of the European Union. C.N.T. is not responsible for any possible damages that might be caused to third parties by the activities set out for the realisation of the present Agreement.
2. KL is directly responsible for the compliance with all the legal obligations in matters related to this Agreement, including social security laws, provisions for the prevention of accidents and the protection of workers and employees, as well as of provisions with regard to hygiene and safety at work.
3. KL is obliged to quote explicitly in all material prepared for the realisation of the project (brochures, web sites, publications, folders, posters, etc.) that the project has been realized in co-operation with C.N.T.
4. The use and/or the publication of the logo of C.N.T. have to be authorized in advance by C.N.T., on a request from the legal representative of KL together with drafts of the material on which the application of the same logo is intended.
5. If the products realized with the granted contribution should be used for other initiatives and/or activities the authorization of C.N.T. has to be asked for.
6. Every request, report or demand for authorisation has to be submitted by the legal representative of K.L.

Art. 8

(Obligations concerning discretion confidentiality and data processing)

1. The personal data that have been collected for the execution of the project/initiative will be processed with regard to the Directive 1995/46/CE and directive 2002/58/CE.



Art. 9

(Place of jurisdiction and applicable law)

1. For all disputes with regard to the interpretation, execution and/or validity of this Agreement, whether connected or dependent, the place of jurisdiction is the Court of Rome.
2. The grant is governed by the terms of the agreement and the Italian Law is applicable.

The present Agreement consists of 9 articles.

The Director General of the Italian National
Transplant Centre

Dr. Alessandro Nanni Costa

Done at Rome, on 15.06.2015

The Principal of Karl Landsteiner University of
Health Sciences

Univ.-Prof. Dr Rudolf Mallinger

Done at Krems an der Donau, on 24.6.2015