

AGREEMENT NUMBER – GA/EFSA/BIOCONTAM/2015/02 – GA 1

FOLLOWING THE CALL FOR PROPOSALS GP/EFSA/BIOCONTAM/2015/02 – IN VIVO TOXICITY AND GENOTOXICITY OF BEAUVERACIN AND ENNIATINS PUBLISHED ON THE 29 JUNE 2015.

The European Food Safety Authority (hereinafter "the Authority"), established by Regulation (EC) No 178/2002¹ of the European Parliament and of the Council laying down the general principles and requirements of food law, establishing the European Food Safety Authority and laying down procedures in matters of food safety, as last amended, with offices on Via Carlo Magno 1/A, I-43126 Parma (Italy), represented by Mr Bernhard Url, Executive Director,

of the one part,

and

Istituto Superiore di Sanità (ISS)

Official registration No = 80211730587²

Viale Regina Elena 299

00161 Roma (Italy)

VAT number = IT03657731000,

hereinafter referred to as "the coordinator", represented for the purposes of signature of this Agreement by Gualtiero Ricciardi

and the following "co-beneficiaries"

Italian National Agency for New Technologies, Energy and Sustainable Economic Development (ENEA)

Lungotevere Thaon di Revel 76

00196 Roma (Italy)

VAT number: IT00985801000

duly represented by the coordinator by virtue of the mandate included in annex IV for the signature of this agreement

and

French Agency for Food, Environmental and Occupational Health and Safety (ANSES)

Claude Bourgelat 10B

35300 Fougeres (France)

VAT number: FR54130012024

duly represented by the coordinator by virtue of the mandate included in annex IV for the signature of this agreement



¹ OJ L 31 of 01.02.2002

² To be deleted or filled in according to the "Legal Entity" form

hereinafter referred to collectively as "the beneficiaries", and individually as "beneficiary" for the purposes of this Agreement where a provision applies without distinction between the coordinator or another beneficiary,

on the other part,

HAVE AGREED

to the Special Conditions (hereinafter referred to as "the Special Conditions") and the following Annexes:

- Annex I Call for proposals (including the rules on eligibility of costs) and the awarded action
- Annex II General Conditions (hereinafter referred to as "the General Conditions")
- Annex III Approved estimated budget of the action
- Annex IV *Mandates provided to the coordinator by the other beneficiaries*
- Annex V *Model technical report: **not applicable***
- Annex VI *Model financial statement*
- Annex VII *Model terms of reference for the certificate on the financial statements: **not applicable***
- Annex VIII *Model terms of reference for the operational verification report: **not applicable***
- Annex IX *Model terms of reference for the certificate on the compliance of the cost accounting practices: **not applicable***
- Annex X *Monthly timesheet template*
- Annex XI *Declaration on honour concerning Quality Assurance*
- Annex XII *Partnership statement*

which form an integral part of this Agreement, hereinafter referred to as "the Agreement".

The terms set out in the Special Conditions shall take precedence over those set out in the Annexes.

The terms of Annex II "General Conditions" shall take precedence over the other Annexes.

SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

The Authority has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the action entitled **In vivo toxicity and genotoxicity of beauveracin and enniatins** ("the action") as described in Annex I.

With the signature of the Agreement, the beneficiaries accept the grant and agree to implement the action, acting on their own responsibility.

ARTICLE I.2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF THE ACTION

I.2.1 The Agreement shall enter into force on the date on which the last party signs.

I.2.2 The action shall run for 18 calendar months from the kick off meeting.

ARTICLE I.3 - MAXIMUM AMOUNT AND FORM OF THE GRANT

The grant shall be of a **maximum amount of EUR 489.958,13** and shall take the form of:

- (a) *The reimbursement of 90% of the eligible costs of the action ("reimbursement of eligible costs"), which are:*
- (i) *actually incurred by the beneficiary ("reimbursement of actual costs") for the following categories of costs: costs of personnel, costs of travel, the depreciation costs of equipment or other assets (new or second-hand), subcontracting, costs of consumables and supplies, miscellaneous costs in line with Rules on eligibility of the costs, forming part of Annex I;*
 - (ii) *declared on the basis of an amount per unit ("reimbursement of unit costs") for the following categories of costs for the beneficiary: subsistence allowances in line with Rules on eligibility of the costs, forming part of Annex I;*
 - (iii) *reimbursement of lump sum costs: not applicable*
 - (iv) *declared on the basis of a flat-rate of 10% of the eligible direct costs ("reimbursement of flat-rate costs") for the following categories of costs for the beneficiary: indirect eligible costs in line with Rules on eligibility of the costs, forming part of Annex I;*
 - (v) *reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices: not applicable*
- (b) *unit contribution: not applicable*
- (c) *lump sum contribution: not applicable*
- (d) *flat-rate contribution: not applicable*

*The project's eligible costs are estimated at EUR 751.704,49. The total amount to be paid to the beneficiaries by the Authority in no circumstances can exceed the maximum amount of **EUR 489.958,13**.*

ARTICLE I.4 – ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS

I.4.1 Reporting periods, payments

In addition to the provisions set out in Articles II.23 and II.24, the following reporting and payment arrangements shall apply:

Pre-financing:

Upon entry into force of the Agreement, a pre-financing payment of 40 % of the maximum amount specified in Article I.3 shall be paid to the beneficiary;

Interim report and payment:

Not applicable

Final report and payment of the balance:

The payment of the balance shall be paid to the *beneficiary* subject to:

- *the receipt and approval of the final report and final database in accordance with Annex I and with Article II.23.2(a); and,*
- *the receipt and verification of the final financial statement in accordance with Article II.23.2(b) for the beneficiary; and,*
- *The procedure of determination of the final amount of the grant in accordance with Article II.25.*

I.4.2 Time limit for payments

The time limit for the Authority to make the payment of the balance is 90 days. This time-limit indicates the overall period for the Authority to approve or reject the final deliverables and to make the payment. The Authority may suspend the period of 90 days in accordance with the procedure in articles II.24.5 and II.24.6. In that case the coordinator shall have 30 days to submit the additional information, supporting documents or a new deliverables.

In order to ensure swift final report/deliverable approving and payment process, and in particular to ensure respect of single time limit of 90 days, both parties to this Agreement agree and commit to respect the following timelines:

Action number	Who	Area	Action	Action deadline (in calendar days)
1	Beneficiary	Scientific	Submit final report and draft financial statement	Delivery date
2	EFSA	Scientific	Approve final report / ask for adjustments, additional duties	max 45 days since delivery date
3	Beneficiary	Scientific	Provide adjustments / duties on final report if requested by EFSA	max 30 days since receipt of EFSA request
4	EFSA	Financial	Choose the items for verification / clarifications	max 5 days since delivery date
5	Beneficiary	Financial	Submit supporting documents for verification /clarifications	max 30 days since action 4
6	EFSA	Financial	If needed, ask clarification on supporting documents	max 10 days since action 5

7	Beneficiary	Financial	Provide clarifications on supporting documents	max 20 days since action 6
8	EFSA	Financial	Determine the final grant	max 15 days since 5, or 7 if applicable
9	EFSA	Financial	Pay final payment	max 10 days since action 8

I.4.3 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements shall be submitted in English language.

ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS

All payments shall be made to the coordinator's bank account as indicated below:

Name of bank: Tesoreria central dello stato – Banca d'Italia
Address of branch: Via dei Mille 52 – Roma - Italia
Precise denomination of the account holder: Istituto superiore di Sanità
Full account number (including bank codes): 22349
IBAN code: IT65 U 01000 03245 350200022349

ARTICLE I.6 - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES

I.6.1 Data controller

The entity acting as a data controller according to Article II.6 shall be: Head of EFSA Finance Unit.

I.6.2 Communication details of the Authority

Any communication addressed to the Authority *related to technical and operational aspects of the action shall be sent to the following address:*

*European Food Safety Authority - EFSA
BIOCONTAM unit
To the attention of Ms Natalie Thatcher and Mr Johann Steinkellner
Via Carlo Magno 1/a
I - 43126 Parma
Email: natalie.thatcher@efsa.europa.eu and johann.steinkellner@efsa.europa.eu*

Any communication addressed to the Authority *related to the financial aspects of the action shall be sent to the following address:*

*European Food Safety Authority - EFSA
FINANCE unit
To the attention of Ms Linda Gazzea
Via Carlo Magno 1/a
I - 43126 Parma
Email: linda.gazzea@efsa.europa.eu*

I.6.3 Communication details of the beneficiaries

Any communication from the Authority to the beneficiaries *shall be sent to the following address:*

*Dr Rosa Maria Martoccia
Financial manager
Istituto Superiore di Sanità (ISS)
Viale Regina Elena 299 – Roma - Italia
E-mail address: dirigenza@iss.it*

Article I.7 – OWNERSHIP/USE OF THE RESULTS

- I.7.1 By derogation from Article II.8.1, the beneficiaries grant the Authority the right to make exclusive use of the results of the project, including the reports submitted by the beneficiaries, for a period of 6 months. During this period, the beneficiaries cannot make any use of the results of the project, including the prohibition to divulge or disclose the results of the project.
- I.7.2 During the period indicated in Article I.7.1, the beneficiaries may request the Authority for an ex-ante authorisation of the use of the results and obtain from the Authority a written consent in this regard.
- I.7.3 For the project implementation, the beneficiaries may receive raw data not owned by the Authority. Only the beneficiaries experts allocated to the project shall be allowed to access the raw data provided. The beneficiaries are entitled to use the raw data only for the scope of the project and to achieve the deliverables set in the grant agreement. No usage of the data outside the scope of this project is allowed. The beneficiaries may request the data owner for an ex-ante authorisation of the use of the raw data outside the scope of the project and obtain from the data owner a written consent in this regard. The raw data will remain the property of the data owner.

Article I.8 – PUBLICITY

- I.8.1 By derogation from Article II.8.1, any communication or publication by the beneficiaries about the project, the outcome or the results (including partial or preliminary), including at a conference or seminar, in any form and medium, during the period indicated in Article I.7.1, shall be explicitly authorized beforehand in writing by EFSA.
- I.8.2 Any communication or publication by the coordinator or co-beneficiaries about the project, the outcome or the results (including partial or preliminary), including at a conference or seminar, in any form and medium, shall indicate that sole responsibility lies with the author and that the Authority is not responsible for any use that may be made of the information contained therein.
- I.8.3 The coordinator authorises the Authority to publish the following information in any form and medium, including via the Internet:
- the beneficiary' name and address,
 - the subject and purpose of the grant,
 - the amount granted and the proportion of the project's total cost covered by the funding.

Upon a reasoned and duly substantiated request by the coordinator, the Authority may agree to forgo such publicity if disclosure of the information indicated above would risk compromising the coordinator or co-beneficiaries' security or prejudicing their commercial interests.

SIGNATURES

For the beneficiary
Legal representative
Prof Gualtiero Ricciardi



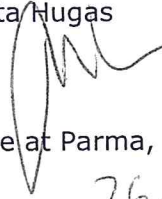
Done at Roma, on

8/02/06

In duplicate in English

For the Authority

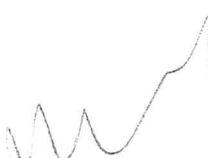
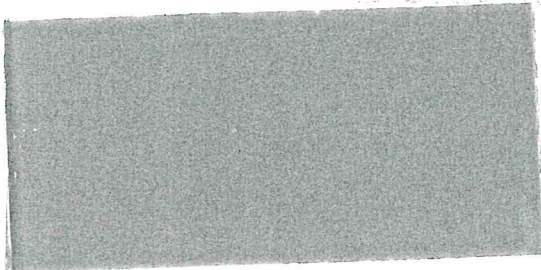
Marta Hugas



Done at Parma, on

26/02/16

European Food Safety Authority
ORIGINAL



Estimated budget - Summary

Please complete only yellow cells

Project reference: **GP/EFSABIOCONTAM/2015/02**

Please read before completing the Estimated budget:

- The estimated budget will serve for EFSA to determine the amount of EFSA grant, using the amount of eligible costs as a basis to which co-financing rate will be applied.
- The estimated budget must be in balance, therefore total project costs must equal the total project income.
- The estimated budget must be presented in Euro.
- The items presented in the estimated budget shall be justified in the application form. There shall be no doubt left on the necessity of the cost item.
- When establishing the estimated budget follow the Rules on eligibility of costs annexed to the Call for proposals.
- The indirect costs incurred in carrying out the project are eligible up to 10% of the total eligible direct costs.

Item	Cost category	Applicant	Partner 1	Partner 2 *	Totals****
X	Ineligible costs	0.00 €	0.00 €	0.00 €	0.00 €
A.1	Costs of personnel	282,202.95 €	63,741.85 €	84,318.70 €	430,263.50 €
A.2	Travel costs and subsistence allowances	4,880.00 €	2,440.00 €	13,750.00 €	21,070.00 €
A.3	Depreciation costs of equipment or other assets	0.00 €	0.00 €	0.00 €	0.00 €
A.4	Consumables & supplies	168,724.22 €	42,500.00 €	15,810.00 €	227,034.22 €
A.5	Workshops, seminars, conferences	0.00 €	0.00 €	0.00 €	0.00 €
A.6	Subcontracting	0.00 €	0.00 €	5,000.00 €	5,000.00 €
A.7	Miscellaneous costs	0.00 €	0.00 €	0.00 €	0.00 €
A	Eligible direct costs	455,807.17 €	108,681.85 €	118,878.70 €	683,367.72 €
B	Eligible indirect costs	45,580.72 €	10,868.19 €	11,887.87 €	68,336.77 €
C=A+B	Total eligible costs	501,387.89 €	119,550.04 €	130,766.57 €	751,704.49 €
D=X+A+B	Total project costs (eligible + ineligible)	501,387.89 €	119,550.04 €	130,766.57 €	751,704.49 €

Item	Income	Applicant	Partner 1	Partner 2 *	Totals
E.1	Contribution from applicant and partners	181,645.05 €	38,256.01 €	41,845.30 €	261,746.36 €
E.2	Grant requested from EFSA**		489,958.13 €		489,958.13 €
E.3	Contribution from other public bodies***		0.00 €		0.00 €
E.4	Any revenue generated by the project		0.00 €		0.00 €
E	Total income				751,704.49 €

* Add more columns if necessary.

** Grant requested from EFSA can not be higher than the maximum possible grant stipulated in the Call for proposals.

*** Add more rows if necessary.

**** Make sure the totals in this column correspond to totals in sheets per category

THE ESTIMATED BUDGET IS IN BALANCE