

**AGREEMENT BETWEEN THE ITALIAN ENTITIES
PARTICIPATING IN THE JOINT ACTION ON “INNOVATIVE
PARTNERSHIP FOR ACTION AGAINST CANCER - iPAAC”
GRANT AGREEMENT NUMBER 801520 HP-JA-2017**

between

ISTITUTO SUPERIORE DI SANITA', with registered office in Viale Regina Elena, 299 00161 Roma Italy represented by the President Prof. Gualtiero Ricciardi (hereinafter: ISS)

and

UNIVERSITA' CATTOLICA DEL SACRO CUORE, with registered office in Largo Agostino Gemelli 1, 20123 Milano (Italy) and its operative office in Largo Francesco Vito 1, 00168 Roma (Italy), represented by the Chief Executive Officer Prof. Marco Elefanti (hereinafter: Third Party)

Relating to the Joint Action entitled “*INNOVATIVE PARTNERSHIP ON ACTION AGAINST CANCER*”, in short “*iPAAC*” - *GRANT AGREEMENT No. 801520 - HP-JA-2017* (hereinafter: “the Action”)

Whereas:

- Under the Joint Action planned in the work programme 2017 of European Commission, The Consumers, Health, Agriculture and Food Executive Agency (CHAFEA), concluded the Grant Agreement Number 801520 “*INNOVATIVE PARTNERSHIP FOR ACTION AGAINST CANCER*” [hereinafter: Grant Agreement] with a Consortium consisting of 24 (twenty-four) beneficiaries (‘the Beneficiaries’) [Annex 1].
- ISS is one of the beneficiaries of the Grant Agreement,
- ISS in the Grant Agreement acts, also, as Competent Authority nominated by Ministry of Health of Italy,
- ISS participated in the Joint Action with the collaboration of other entities named “Third Parties”
- Third Parties signed on 25/09/2017 a Partnership Agreement with which recognize ISS as only Beneficiary of the Grant Agreement and fully responsible towards the CHAFEA of the good implementation of the Project.

It is hereby agreed as follows:

ARTICLE 1 – PURPOSE

The purpose of this Agreement is to set out the terms and conditions of the collaboration between ISS and the Third Parties, with respect to the success of the Action, and all the obligations and conditions

1 / 7

set out in the Grant Agreement Number 801520 “*INNOVATIVE PARTNERSHIP FOR ACTION AGAINST CANCER*” (Annex 1), and in the Specific Technical Annex (Annex 3).

ARTICLE 2 — ENTRY INTO FORCE, DURATION AND TERMINATION

The duration of the Action will be 36 months starting from 01/04/2018. This Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties.

ARTICLE 3 – GRANT AND PAYMENT

All the conditions set out in the Grant Agreement (Annex 1) will be apply to this Agreement.

The grant reimburses 80% of the action's eligible costs. The maximum grant amount for the Third Party is 58.280,76 euro.

In particular Payments to be made:

- a pre-financing payment;
- one or more interim payments, on the basis of the request(s) for interim payment (see Article 16 of the Grant);
- one payment of the balance, on the basis of the request for payment of the balance (see Article 16 of the Grant).

The reimbursement rate is applied to the eligible costs declared by ISS in the financial reports, which include the Third Party costs related to their participation on the Action as follows:

Eligible costs (see Article 6 of the Grant Agreement) must be declared under the following forms ('forms of costs' or 'costs forms'):

- a) for direct personnel costs: as actually incurred costs (actual costs);
- b) for direct costs of subcontracting: as actually incurred costs (actual costs);
- c) for other direct costs: as actually incurred costs (actual costs);
- d) for indirect costs: on the basis of a flat-rate applied as set out in Article 6.2 of the Grant Agreement.

‘Direct costs’ must not include any indirect costs and are eligible if:

- they are directly linked to the Action implementation and can therefore be attributed to it directly;
- they are actually incurred in by the Third Party;
- they are incurred in the period set out in Article 3 of the Grant Agreement;
- they are indicated in the estimated budget set out in Annex 2;
- they are identifiable and verifiable;
- they comply with the applicable national law on taxes, labour and social security.

Costs incurred by Third Party are eligible if they fulfil – mutatis mutandis – the general and specific conditions for eligibility set out in the Grant Agreement Article 6.

Costs incurred by Third Party will be considered eligible by ISS, and therefore included in own financial statements, only if the costs are under the conditions of the Grant Agreement.

The Third Party hereby agree that actual expenditure, with all supporting documents, will be submitted to ISS within 20 days following the end of each reporting period set out in the Grant Agreement.

Report 1	M1-M18	Detailed financial report per WP, copy of supporting documents and timesheets
Report 2	M19-M36	Detailed financial report per WP, copy of supporting documents and timesheets

Concerning reporting periods, Grant Agreement Article 15 apply.

In addition to Grant Agreement Article 15 provisions, the Third Party also agrees with the financial policy of iPAAC Joint Action required by the coordinator of the Joint Action, as represented in the Technical Annex of the Grant Agreement.

The Third Party undertakes to enter costs under the 4PM platform as requested by the coordinator of the Joint Action for its financial coordination with the submission of six months internal financial reports, within 20 days following the end of each period.

The ‘final grant amount’ depends on the actual extent to which the Action is implemented in accordance with the Grant Agreement’s terms and conditions. This amount is calculated by the CHAFEA, when the payment of the balance is made.

If — after the payment of the balance (in particular, after checks, reviews, audits or investigations — the CHAFEA rejects costs or reduces the grant, it will calculate the ‘revised final grant amount’ for the beneficiary concerned by the findings. In case the CHAFEA determines a rejection of costs and reduction of the grant for ISS, if it is due to ineligibility of costs declared by the Third Parties, the revised final grant amount for the Third Parties will be reduced accordingly.

Concerning rejection of costs, reduction of the grant, recovery of undue amounts, administrative sanctions Grant Agreement Articles 26,27,28,29 apply.

After receiving the payment from CHAFEA as scheduled in Article 16 of the Grant Agreement, ISS will make the payments to the Third Parties, without undue delay.

Pre-financing payments will be made to Third Parties only after having the signature of the present Agreement.

Article 4 - RIGHTS AND OBLIGATIONS

ISS and Third Parties undertake to take part in the efficient implementation of the Project, and cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement (Annex 1), according to the activities and the involvement of each Third Party (Annex 3).

4.1 – Rights and obligations - reporting

So far as concern rights and obligations related to submission of the technical and financial report (s) Grant Agreement Articles 15, 16 apply.

In particular, the Third Parties must submit to ISS their contribution to the technical and financial reports in time to allow ISS compliance with the deadlines set out in Article 15 of the Grant Agreement.

4.2 Rights and obligation related to implementing the Action

So far as concern rights and obligations related to implementing the Action, Grant Agreement (Annex 1) Articles 7,9,10,12,13,14 apply.

In particular the Third parties, whose administrative and accounting references are better specified in Annex 2 to this Agreement, has the following duties:

- to implement the actions of the Project under its own responsibility with all the obligations and conditions concerning it - as Third Party - set out in Annex 1, 2 and 3, in compliance with the provisions of this Agreement and all legal obligations under applicable EU, international and national law;
- to prepare and provide to ISS in the time and manner specified in Annex 1, data needed to draw up the technical reports, reports on the progress of the activities and statements of expenses incurred;
- to inform the coordinator immediately of any events or circumstances likely to affect significantly or delay the implementation of the Action;
- to provide any other documents or information required by the ISS for properly implementing the actions or where requested by Commission.

4.3 Rights and obligations related to the Grant administration

So far as concerns rights and obligations related to the grant administration, Grant Agreement (Annex 1) Articles 17,18, 19, 20, 21, 22, 23 apply. In particular the linked third party ensures that:

- the Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors (ECA) can exercise their rights under Grant Agreement (Annex 1) Articles 17, in terms of “checks, reviews, audits and investigations” towards ISS third parties;
- in any communication activity related to the Action (in any form, including electronic) proper information on EU funding will be given and EU emblem will be properly used, by - unless the Commission requests or agrees otherwise or unless it is impossible - displaying the EU emblem with appropriate prominence and including the following test: *“This [insert appropriate description e.g. report, publication, conference, etc.] was funded by European Union’s Health Programme (2014-2020) under grant agreement No .. ”*;
- in any communication activity related to the Action the following disclaimer must be indicated:

“The content of this [insert appropriate description] represents the views of the author only and his/her sole responsibility; it cannot be considered to reflect the views of the European Commission and/or the Consumers, Health, Agriculture and Food Executive Agency (CHAFEA) or any other body of the European Union. The European Commission and the Agency do not accept any responsibility for use that may be made of the information it contains”

4.4 Rights and obligations related to the pre-existing rights and ownership of the results

Ownership of the Results including intellectual and industrial property rights, reports and other documents relating to the Joint Action shall be vested in the ISS as Beneficiary of the Grant Agreement (Article 19).

The rights to use the results for the communication activities must be granted to the CHAFAEA and the Commission (Article 22)

In addition:

- The Third Party has identified (Annex 4) and agreed on the pre-existing intellectual property rights for the Action and has also, where relevant, informed ISS that Access to specific Background is subject to legal restrictions or limits. Each Third Party must give the ISS access to any pre-existing intellectual property rights needed for the implementation of the Action and compliance with the obligation under the Grant Agreement. The Third Party may add further Background to Annex 4 during the Project by written notice to ISS;
- ISS will treat the Results developed during the Action as joint owned results proportionally to the intellectual contribution given by the Third Party in the Action;
- Unless otherwise agreed, the Third Party shall be entitled to use its jointly owned Results for non-commercial research activities and educational purposes on a royalty-free basis, and without requiring the prior consent of ISS. Any kind of commercial exploitation of the Results by Third Party has to be agreed with ISS.

A request for Access Rights can be made up to twelve (12) months after the end of the Project or after the termination of the requesting Party's participation in the Project.

Art. 5 — CONFIDENTIALITY

The conditions set out in Grant Agreement (Annex 1) Articles 21 apply. In particular:

during implementation of the Action and for five years following the payment of the balance, the Third Parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed ('confidential information').

The Third Parties may disclose confidential information to their personnel or other parties involved in the Action only if they:

- (a) need to know to implement the Agreement and
- (b) are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party;
- (b) the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
- (c) the recipient proves that the information was developed without the use of confidential information;
- (d) the information becomes generally and publicly available, without breaching any confidentiality obligation, or
- (e) the disclosure of the information is required by EU or national law.

ARTICLE 6 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

The Agreement is governed by the applicable EU and Italian law. If a dispute concerning the interpretation, application or validity of the Agreement cannot be settled amicably, the General Court of Rome shall have exclusive jurisdiction

ARTICLE 7 — ENTRY INTO FORCE OF THE AGREEMENT

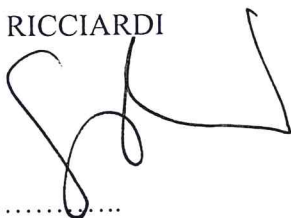
The Agreement will enter into force on the day of electronic signature by the ISS or the Third Parties, depending on which is later.

This Agreement is composed of:

- Annex 1 Grant Agreement n. 801520
- Annex 2 Estimated Budget and Details Budget of Third Party
- Annex 3 Description of Action and Specific Technical Annex
- Annex 4 Pre-existing industrial and intellectual property rights included

FOR ISTITUTO SUPERIORE DI SANITA'

Prof. Gualtiero RICCIARDI
President



Date:

FOR UNIVERSITA' CATTOLICA DEL SACRO CUORE

Prof. Marco ELEFANTI
CEO

Date:



Annex 4 – Pre-existing industrial and intellectual property rights included

Pre-existing industrial and intellectual property rights is defined as “data, know-how, information, patent (...) that is needed to implement the Action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the pre-existing for the project. This is the purpose of this attachment.

As to ISTITUTO SUPERIORE DI SANITÀ (ISS), it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Action. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation
All data, know-how or information that has been generated in the field of the Action by the ISS specific research groups directly involved in the Joint Action.	Only the pre-existing intellectual property rights that is necessary to perform its duties within the Action and for the duration of the Action only.

This represents the status at the time of signature of this Agreement.