COMMISSION OF THE EUROPEAN COMMUNITIES
RESEARCH DIRECTORATE-GENERAL

Integrating and strengthening the European Research Area

Network of Excellence

CONTICANET

CONnective TIssue CAncers NETwork to integrate European Experience in Adults and Children

LSHC-CT-2005-018806

Contract Number 018806
CONTRACT No 018806 (LSHC-CT-2005-018806)

Network of Excellence

The European Community (the "Community"), represented by the Commission of the European Communities (the "Commission"), itself represented for the signature of this contract by Achilles Mitos, Director General for Research Directorate-General or his duly authorised representative,

of the one part,

and Université Claude Bernard Lyon 1, established in 43 bd du 11 novembre 1918, 69672, France, represented by Dominique DEBOUZIE, President, and/or Jean-François MORNEX, Vice-President of the Scientific Board, or her/his/their authorised representative the contractor acting as coordinator of the consortium, (the "contractor") and the other contractors identified in Article 1.2 below,

of the other part

HAVE AGREED to the following terms and conditions established in this contract and its annexes (the "contract").

Article 1 - Scope

1. The Community agrees to grant a financial contribution for the implementation of a project called COHective Tissue Cancers NETwork to integrate European Experience in Adults and Children (CONTICANET) within the framework of the specific research and technological development programme "Integrating and strengthening the European Research Area" (the "specific programme").

2. The consortium is composed of the contractor acting as coordinator and the following legal entities, who shall succeed to the contract in accordance with the procedure referred to in Article 2, as contractors assuming the rights and obligations established by the contract with effect from the date on which it enters into force:

- Allgemeines Krankenhaus St Georg, established in Lichtenhainstr. 5, Hamburg, 20099, Germany represented by Axel-Rainer Hanuske, Chair, Chief, and/or Achim Gaessler, Director, or her/his/their authorised representative ("contractor")
- National University of Ireland, Cork - University College Cork, established in Western Road, Cork, Ireland represented by Robin Graham, Secretary and chief legal officer, and/or Michael Farrel, Assistant Secretary, or her/his/their authorised representative ("contractor")
- Erasmus Medisch Centrum, established in Dr. Molenwaterplein 40, Rotterdam, 2040, 3000 CA, Netherlands represented by Gerrit Stoter, Department Head, and/or Jacob Verweij, Department Deputy-head, or her/his/their authorised representative ("contractor")
- The Institute of Cancer Research: Royal Cancer Hospital, established in 123 Old Brompton Road, London, SW 7 3RP, Great Britain represented by Andrew Whitehead, Director of Finance, and/or David Begg, Senior Management Accountant, or her/his/their authorised representative ("contractor")
- Institut Gustave Roussy, established in 39 rue Camille Desmoulins, Villejuif, 94805, France represented by Thomas Tursz, Director, and/or Bertrand Martin, Vice-director, or her/his/their authorised representative ("contractor")
- Istituto Nazionale per lo Studio e la Cura dei Tumori, established in Via G. Venezian 1, Milano, 20133, Italy represented by LOREDANA MASPES, High Commissioner, or her authorised representative ("contractor")
3. The **consortium** shall carry out the work set out in Annex 1 to this **contract** (the "**project**") up to the milestone specified in Annex 1 in accordance with the conditions set out in this **contract**.

4. The **contractors** are deemed to have concluded a **consortium agreement** regarding the internal operation and management of the **consortium**. The **consortium agreement** shall include all aspects necessary for the management of the **consortium** and the implementation of the **project** as well as any necessary intellectual property provisions.

**Article 2 - Constitution of the consortia**

1. The **coordinator** shall ensure that the legal entities identified in Article 1.2 complete the formalities...
for them to accede to the contract. At the latest 60 calendar days after the entry into force of the contract, the coordinator shall send to the Commission one of the three duly completed and signed originals of Form A (set out in Annex IV), which shall be obtained from each of the contractors identified in Article 1.2. The two remaining signed originals shall be kept by the coordinator and the contractor concerned and be made available for consultation at the request of any other contractor.

2. Should any legal entity identified in Article 1.2 fail or refuse to accede to the contract within the deadline established in the previous paragraph, the Commission is no longer bound by its offer to contract with the said legal entity(ies). The Commission may terminate the contract in accordance with Article II.15.5, where any legal entity identified in Article 1.2 does not accede to the contract in accordance with the provisions established by the Commission.

3. However, the consortium may propose appropriate solutions to the Commission to ensure the implementation of the project including, where necessary, the accession to the contract of legal entities other than those identified in Article 1.2 in accordance with the provisions in Article 3.

4. In the case of termination, no costs incurred by the consortium under the project up to the date of contract termination can be approved or accepted as eligible for reimbursement by the Community financial contribution. Any pre-financing provided to the consortium and any interest generated by the pre-financing must be returned in full to the Commission within 30 days of notification of termination.

Article 3 - Evolution of the consortium

The consortium may be enlarged to include other legal entities, which shall accede to the contract by means of Form B (set out in Annex V). The Commission is deemed to have accepted this legal entity as a contractor in the consortium, if it does not object within six weeks of receipt of Form B. Any new contractor shall comply with the participation rules established by the Rules for Participation. This is subject to any condition required by the Financial Regulation or other formalities that may be required by any other provision of this contract.

They shall assume the rights and obligations of contractors as established by the contract with effect from the date of their accession to the contract. Contractors leaving the consortium shall be bound by the provisions of the contract regarding the terms and conditions applicable to the termination of their participation.

Article 4 - Entry into force of the contract and duration of project

1. This contract shall enter into force on the day of its signature by the coordinator and the Commission.

2. The duration of the project shall be 60 months from 1st February 2006 (hereinafter referred to as the "start date").

This contract shall be completed once the rights and obligations of all the parties to the contract have been met. The implementation and payment phases relating to the project must be completed by the final implementation date of the contract.

The provisions set out in Articles II.7, II.9, II.10, II.11, II.29, II.30, II.31 and Part C of Annex II shall continue to apply after the final implementation date as well as any provisions in Annex III which specifically state that they shall continue to apply after the final implementation date.

Article 5 - Community financial contribution

The Community financial contribution shall be in the form of a grant for integration.

The maximum Community contribution to the project shall be 9,432,600.00 EUR (nine million four
hundred and thirty two thousand six hundred Euro and zero Cents ). The Community financial contribution shall be limited to the maximum rates of contribution to the activities identified in Part B of Annex II, as modified by any provision of Annex III. Annex I indicates the estimated breakdown of costs and activities to be carried out under the project.

Article 6 - Reporting periods

The project is divided into reporting periods of the following duration:

- P1: from month 1 to month 12
- P2: from month 13 to month 24
- P3: from month 25 to month 36
- P4: from month 37 to month 48
- P5: from month 49 to the last month of the project.

Article 7 - Reports

1. Reports referred to in Article II.7.2 shall be submitted for each reporting period identified in Article 6 within 45 days of the end of the period in question. Reports shall be submitted in English.

2. Reports referred to in Article II.7.3 covering each period shall be submitted at the latest 45 days after the end of each reporting period.

3. In addition to the reports for the last period, final activity and financial reports referred to in Article II.7.4 (except for the report referred to in Article II.7.4.d)) shall be submitted to the Commission at the latest 45 days after the end of the project. This delay may be increased by 45 days at the request of the consortium. Where the work is completed before the end of the duration of the project, the related activity and financial reports shall cover the period up to that date.

Article 8 - Payment modalities

1. The Community financial contribution to the project shall be paid to the coordinator on behalf of the contractors in accordance with the following provisions:
   a) the consortium shall determine the allocation of each tranche of the Community financial contribution between the contractors, in accordance with this contract and any relevant provisions in their consortium agreement.
   b) the payment of the Community financial contribution to the coordinator discharges the Commission from its obligation to make this payment to the contractors.
   c) the coordinator shall distribute the Community financial contribution without unjustified delay. However, the initial pre-financing shall not be distributed to the contractors until the minimum number of contractors required by the Rules for Participation have acceded to the contract.

2. The Community financial contribution shall be paid in accordance with the provisions of Article II.28 and the following:

   (a) pre-financing of 2,512,804.00 EUR (two million five hundred and twelve thousand eight hundred and four Euro and zero Cents ) of the estimated Community financial contribution corresponding to the first reporting period and the first six months of the subsequent reporting period indicated in the table of estimated breakdown of costs for this period in Annex I, within 45 days following the date of entry into force of the contract.

   (b) within 45 days following approval by the Commission of the reports relating to each reporting period:

If an audit certificate has been submitted:
i) a payment to settle the amounts justified and accepted during the reporting period; and

ii) an intermediate pre-financing of 85.00% of the estimated Community financial contribution corresponding to the subsequent period and the first six months of the period following, indicated in the table of estimated breakdown of costs for this period in Annex I.

Where the amount justified and accepted for the reporting period is less than the pre-financing already paid to the consortium, the Commission shall deduct the difference from the subsequent pre-financing.

Where the amount justified and accepted for the reporting period is more than the pre-financing already paid to the consortium, the pre-financing is re-qualified as a payment and the Commission shall add the difference as a complementary payment at the time of the payment of the subsequent pre-financing.

If an audit certificate has not been submitted:

i) an intermediate pre-financing of 85.00% of the estimated Community financial contribution corresponding to the subsequent period and the first six months of the period following, indicated in the table of estimated breakdown of costs for this period in Annex I.

Where the amount justified and accepted for the reporting period is less than the pre-financing already paid to the consortium, the Commission shall deduct the difference from the subsequent pre-financing.

Where the amount justified and accepted for the reporting period is more than the pre-financing already paid to the consortium, the Commission shall add the difference to the subsequent pre-financing, within the limits established by the Financial Regulation.

(c) within 45 days following approval by the Commission of the reports relating to the last period and the final reports referred to in Article II.7, the Commission shall pay a final payment for that period.

(d) Any payment at the end of a reporting period accompanied by an audit certificate shall be considered as final, subject to the results of any audit or review, which may be carried out pursuant to the provisions of Article II.29.

Where less than 70% of a pre-financing has been used at the end of a reporting period, and notwithstanding the approval by the Commission of the related reports, subsequent intermediate pre-financing may be paid only:

(i) if an audit certificate is provided for that reporting period; or

(ii) on the basis of a complementary periodic management report referred to in Article II.7.2 b that shall be submitted to the Commission once the above-mentioned spending rate has been achieved.

(e) Where no comments, changes or substantial corrections to any of the project activity reports or financial statements are required or where the Commission approves the reports more than 45 days after reception, the Commission shall make the appropriate payment within 90 days of receipt of the project activity reports and associated financial statements.

Where substantial comments, changes, further information or adjustments are requested by the Commission within this period, the delay is suspended upon notification by the Commission. The remainder of the 90 day payment period begins again only after submission by the contractors of the required information.

Article 9 - Special clauses

The following special conditions apply to this contract:

1. The contractor(s) 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.
exists and is made available in the event of an audit.

The Commission shall undertake to approve or reject any request for an amendment within 45 days of its receipt. The absence of a response from the Commission within 45 days of receipt of such a request, or any other period provided for in the contract, does not constitute approval of the request, except for any modification or evolution of the consortium as foreseen in Article 3.

All amendments to the contract shall be in writing.

Article 11 - Communication

1. Requests for amendments and any communication foreseen by the contract shall identify the nature and details of the request or communication and be submitted in writing by means of registered mail with acknowledgement of receipt to the following addresses:

   For the Commission: Commission of the European Communities
                   Research Directorate-General
                   F62
                   B-1049 Brussels, Belgium

   For the coordinator: Université Claude Bernard Lyon 1
                          INSERM U590 - Centre Léon Bérard
                          28, rue Laënnec,
                          Lyon, 69008, France

2. Where the contract foresees that information or documents are to be transferred by electronic means, the following functional mailboxes shall be used:

   For the Commission: jan-willem.van-de-loo@ceeu.int
   For the coordinator: blay@lyon.fnclcc.fr, jean-yves.blay@chu-lyon.fr

3. The bank account of the coordinator to which all payments of the Community financial contribution shall be made is:

   Name of Account holder: Université Claude Bernard Lyon 1 - Agence comptable
   Name of the bank: Trésor Public
   IBAN: FR761007169000000100433572

4. Each party to the contract shall inform the other parties without delay of any changes in the names or addresses identified in paragraphs 1 and 2 above.

Article 12 - Applicable law

The law of Belgium shall govern this contract.

Article 13 - Jurisdiction

The Court of First Instance or the Court of Justice of the European Communities, as is appropriate in the specific case, shall have sole jurisdiction to hear any disputes between the Community and the contractors as regards the validity, the application or any interpretation of this contract.

Article 14 - Annexes forming an integral part of this contract.
1. The following annexes form an integral part of this contract:
   - Annex I - Description of work
   - Annex II - General Conditions
   - Annex III - Specific provisions related to Network of Excellence
   - Annex IV - Form A - consent of contractors to accede to the contract
   - Annex V - Form B - accession of new legal entities to the contract
   - Annex VI - Form C - financial statement per instrument

2. In the event of any conflict between the provisions of the Annexes to this contract and any provision of this part of the contract, the latter shall take precedence. 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.

3. The special conditions set out in Article 9 shall take precedence over any other provisions of this contract.
FORM A - ACCESSION TO THE CONTRACT

Università Degli Studi di Padova established in Italy, Via VIII Febbraio, 35128, Padova represented by Mario Lise, Director, and/or Alberto Amadori, Vice-director, or her/his/their authorised representative, hereby consents to become a contractor to contract number 018806 (relating to project "COUnnective Tissue Cancers NETwork to Integrate European Experience in Adults and Children") signed between the Commission of the European Communities (the "Commission") and Université Claude Bernard Lyon 1 established in France, 43 bd du 11 novembre 1918, 69622, Lyon (the "coordinator"), and accepts in accordance with the provisions of the aforementioned contract all the rights and obligations of a contractor.

Done in 3 copies, of which one shall be kept by the coordinator and one by Università Degli Studi di Padova, the third being sent to the Commission by the coordinator in accordance with Article 2.1 and Article 11 of the contract.

For the contractor
Università Degli Studi di Padova

Prof. Mario Lise
Name of the first legally authorised representative

DIRECTOR
Function of the first legally authorised representative

Signature of the first legally authorised representative

Prof. Alberto Amadori
Name of the second legally authorised representative

VICE-DIRECTOR
Function of the second legally authorised representative

Signature of the second legally authorised representative

UNIVERSITÀ DI PADova
DIPARTIMENTO DI SCIENZE ORCnOGICHE E CHIRURGICHE
Via Gattamelata, 04 Tel. 8215744
35133 PADova

15 DIC 2005
Date
(stamp or seal of the organisation)

For the coordinator
Université Claude Bernard Lyon 1

Dominique DESOUCHET
Name of the first legally authorised representative

DIRECTOR
Function of the first legally authorised representative

Signature of the first legally authorised representative

Name of the second legally authorised representative

Function of the second legally authorised representative

Signature of the second legally authorised representative

09 02 06
Date
(stamp or seal of the organisation)