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EUROPEAN COMMISSION
DIRECTORATE GENERAL FOR RESEARCH & INNOVATION



Ref. ARES (20.11.475732 21.5/2011

Directorate E - Biotechnologies, Agriculture, Food
The Director

Brussels, **26 AVR. 2011**
RTD E5 MR/ik 11.208 S(2011) 431360
R(2011)

Mr David Knox
Moredun Research Institute
Parasitology Division
Pentlands Science Park, Bush Loan
Penicuik EH26 0PZ
United Kingdom

REGISTERED WITH NOTICE OF RECEIPT

Subject: Grant Agreement KBBE-2010-4-265862 (PARAVAC)

Contact: Mr. Pawel SUCHON, tel.: +32.2.295.84.89

E-mail: pawel.suchon@ec.europa.eu

Dear Mr Knox,

Please find enclosed the above grant agreement duly signed on **26 AVR. 2011** on behalf of the Commission. The grant agreement entered into force on that day. In accordance with the terms of the grant agreement, the official commencement date of the project is **01 AVR. 2011**.

You are requested to distribute a copy to each beneficiary.

If not already done, please make sure that one of the three signed originals of the accession Form A is sent to the Commission at the latest 45 calendar days after entry into force of the grant agreement. Should any beneficiary, fail or refuse to accede to the grant agreement within the previous deadline, the Commission is no longer bound by its offer to the said beneficiary(ies) in conformity with Article 1.3 of the grant agreement. The beneficiaries' Form A, duly signed by the beneficiary(ies) authorised legal representative identified in the grant agreement¹ and countersigned by the authorised legal representative of your organisation, should be sent without delay to the Commission at the following address:

Commission of the European Union
Attn. Mr Georgios Vlahopoulos
DG Research & Innovation-SDME 8/66
B-1049 Brussels

¹ If the authorised legal representative indicated in the grant agreement is not the person having signed it, please indicate in the accompanying letter the reason for this and confirm the legal authorisation of the person having signed.

Within 45 days following the entry into force of the grant agreement you should receive the pre-financing for the consortium foreseen under the terms of the grant agreement. It should be distributed in accordance with the terms of the grant agreement and any relevant provisions of the consortium agreement. **Please also note that the distribution of these funds is subject to the provisions set out in Article II.6 (payment modalities) and 7 (special clauses) of the grant agreement.**

I take this opportunity to remind you that the total costs identified in Annex I to the project that are the basis for the estimation of the maximum EC contribution, are an estimate for the expected eligible costs to be incurred by the beneficiaries under the project. **The European Union contribution, however, will be reimbursed on the basis of actual eligible costs incurred and in accordance with the provisions of Articles II.15 and 16 of the grant agreement.**

Finally, I notice that there are already a number of subcontractors identified in the technical annex. Given the importance of this issue, I wish to draw your attention to the fact that any subcontract must be awarded to the bid offering best value for money, under conditions of transparency and equal treatment and in respect of the applicable procurement rules as defined in Article II.7 of the Grant Agreement. The beneficiaries remain fully responsible of following the applicable public procurement rules. The Commission can at any time audit these subcontracts and consider the associated costs as ineligible in case these rules were not followed.

More information regarding FP7 can be found at http://cordis.europa.eu/fp7/home_en.html

Yours sincerely,



Maive Rute

Enclosure: Original signed grant agreement

EUROPEAN COMMISSION

DIRECTORATE-GENERAL FOR RESEARCH & INNOVATION

SP1-Cooperation

Collaborative project

**Large-scale integrating project for specific cooperation actions
dedicated to international cooperation partner countries (SICA)**

FP7-KBBE-2010-4

Grant Agreement Number 265862

PARAVAC

Vaccines against helminth infections

KBBE

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 265862

PROJECT TITLE PARAVAC

Collaborative project

Large-scale integrating project for specific cooperation actions dedicated to international cooperation partner countries (SICA)

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

and MOREDUN RESEARCH INSTITUTE, established in Pentlands Science Park, Bush Loan -,
PENICUIK, EH26 0PZ, United Kingdom represented by Julie Fitzpatrick, Chief Executive and Scientific
Director and/or Fiona Vandeppear, Head, Business Administration 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*.

- **UNIVERSITEIT GENT**, established in SINT PIETERSNIEUWSTRAAT 25, GENT, 9000, Belgium represented by Paul Van Cauwenberge, Rector and/or Luc Moens, Vice-rector or their authorised representative ("*beneficiary no. 2*"),

- **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. 3*"),

- **UNIVERSITY COLLEGE DUBLIN, NATIONAL UNIVERSITY OF IRELAND, DUBLIN**, established in Belfield Campus, DUBLIN, 4, Ireland represented by Donal Doolan, Head of Financial Management and/or John Kenny, Operations Accountant or their authorised representative ("*beneficiary no. 4*"),
- **UNIVERSITE LYON 1 CLAUDE BERNARD**, established in BOULEVARD DU 11 NOVEMBRE 1918 NUM43, VILLEURBANNE CEDEX, 69622, France represented by Lionel COLLET, President of the Université Claude Bernard Lyon 1 or his authorised representative ("*beneficiary no. 5*"),
- **STIFTUNG TIERAERZTLICHE HOCHSCHULE HANNOVER**, established in BUENTEWEG 2, HANNOVER, 30559, Germany represented by Gerhard Greif, President and/or Peter Joppe, Head of Budget and Finances or their authorised representative ("*beneficiary no. 6*"),
- **ACADEMISCH ZIEKENHUIS LEIDEN - LEIDS UNIVERSITAIR MEDISCH CENTRUM**, established in Albinusdreef 2, LEIDEN, 2333 ZA, Netherlands represented by R. Rodenburg, Managing Director Division 5 and/or Peter Den Heyer, Co-ordinator or their authorised representative ("*beneficiary no. 7*"),
- **UNIVERSITY OF GLASGOW**, established in University Avenue, GLASGOW, G12 8QQ, United Kingdom represented by Joe Galloway, Contracts Manager and/or Ross Cowan, Contracts Manager or their authorised representative ("*beneficiary no. 8*"),
- **THE UNIVERSITY OF LIVERPOOL**, established in Brownlow Hill, Foundation Building 765, LIVERPOOL, L69 7ZX, United Kingdom represented by Shaw Veronica , Head of Research Support Services and/or Fox James , Head of Legal Compliance or their authorised representative ("*beneficiary no. 9*"),
- **UNIVERSIDAD DE CORDOBA**, established in Avda. Medina Azahara 5, CORDOBA, 14071, Spain represented by Enrique Aguilar Benitez de Lugo, Vice-Cancellor Scientific Policy and/or Carmen Tarradas Iglesias, Director OTRI or their authorised representative ("*beneficiary no. 10*"),
- **ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING MCGILL UNIVERSITY** , established in SHERBROOKE STREET WEST 845 , MONTREAL, H3A2T5, Canada represented by Sandra Crocker, Assistant Vice-Principal, Strategic Planning and Partnerships or her authorised representative ("*beneficiary no. 11*"),
- **INSTITUT AGRONOMIQUE ET VETERINAIRE HASSAN II**, established in AVENUE ALLAL EL FASSI MADINAT AL, RABAT, 10101, Morocco represented by Mohamed SADIKI, General Director of IAVH2 and/or Mohamed ETTARID, General Secretary of IAVH2 or their authorised representative ("*beneficiary no. 12*"),
- **UNIVERSIDAD DE LA REPUBLICA**, established in Avenida 18 de julio 1824, Montevideo, 11200, Uruguay represented by Rodrigo AROCENA, Rector and/or Juan CRISTINA, Dean or their authorised representative ("*beneficiary no. 13*"),
- **AGRICULTURAL RESEARCH COUNCIL (ARC)**, established in 1134 Park Street, Hatfield, PRETORIA, 0083, South Africa represented by Mohammad Jeenah, Executive Director Research and Development or his authorised representative ("*beneficiary no. 14*"),
- **Universidade Estadual Paulista - UNESP**, established in Rua Quirino de Andrade 215, Sao Paulo, 01049010, Brazil represented by Alessandro Amarante, Associate Professor and/or Renato Diniz, Director of Instituto de Biociencias or their authorised representative ("*beneficiary no. 15*"),

- **ISCONOVA AB**, established in DAG HAMMARSKJOLDS VAG 54 A, UPPSALA, 751 83, Sweden represented by Gerd rundstrom, R & D Director or his authorised representative ("*beneficiary no. 16*"),
- **UNIVERSITAET ZUERICH**, established in Raemistrasse 71, ZURICH, 8006, Switzerland represented by Daniel Wyler, Vice President and/or Andreas Fischer, Rector or their authorised representative ("*beneficiary no. 17*"),
- **Ecole Nationale de Médecine Vétérinaire**, established in Avenue habib Bourguiba na, Sidi Thabet, 2020, Tunisia represented by ABDELHAK BEN YOUNES, LEAR, Director of the E.N.M.V. and/or SAMIA LAHMAR, Scientific Partner or their authorised representative ("*beneficiary no. 18*"),
- **PFIZER LIMITED**, established in RAMSGATE ROAD, SANDWICH, CT13 9NJ, United Kingdom represented by Fraser Stewart, Director and/or Jeremy Salt, Director or their authorised representative ("*beneficiary no. 19*"),
- **Lara media Limited**, established in IVERAGH ROAD WHITEHALL 98, Dublin, 9, Ireland represented by Gerald Cannon, Director or his authorised representative ("*beneficiary no. 20*"),
- **UNIVERSIDAD NACIONAL DE CAJAMARCA**, established in Av. Atahualpa 1050, CAJAMARCA, Peru represented by Carlos Tirado, Rector and/or Gilberto Fernandez, Dean or their authorised representative ("*beneficiary no. 21*"),
- **Triveritas Limited**, established in Bank Barn How Mill 1, Brampton, CA8 9JY, United Kingdom represented by Julian Braidwood, Director or his authorised representative ("*beneficiary no. 22*"),
- **MURDOCH UNIVERSITY**, established in SOUTH STREET 90, MURDOCH PERTH, 6150, Australia represented by David Doepel, Deputy Vice Chancellor for Research and/or Kellie O'Toole, Manager, Research Support or their authorised representative ("*beneficiary no. 23*"),

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 6 - Pre-financing

A *pre-financing* of EUR 4,770,232.00 (*four million seven hundred and seventy thousand two hundred and thirty-two EURO*) 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 447,209.25 (*four hundred and forty -seven thousand two hundred and nine EURO and twenty -five 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 10

1. The following third parties are linked to UNIVERSITE LYON 1 CLAUDE BERNARD:

- CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE

2. This *beneficiary* may charge costs incurred by the above mentioned third parties in carrying out the *project*, in accordance with the provisions of the *grant agreement*. These contributions shall not be considered as receipts of the *project*.

The third parties shall identify the costs to the *project* *mutatis mutandis* in accordance with the provisions of part B of Annex II of the *grant agreement*. Each third party shall charge its eligible costs in accordance with the principles established in Articles II.14 and II.15. The *beneficiary* shall provide to the *Commission*:

- an individual financial statement from each third party in the format specified in Form C. These costs shall not be included in the *beneficiary's* Form C.
- certificates on the financial statements and/or on the methodology from each third party in accordance with the relevant provisions of this *grant agreement*.
- a summary financial report consolidating the sum of the eligible costs borne by the third parties and the *beneficiary*, as stated in their individual financial statements, shall be appended to the *beneficiary's* Form C.

When submitting reports referred to in Article II.4, the *consortium* shall identify work performed and resources deployed by each third party linking it to the corresponding *beneficiary*.

3. The eligibility of the third parties' costs charged by the *beneficiary* is subject to controls and audits of the third parties, in accordance with Articles II.22 and 23.

4. The *beneficiary* shall retain sole responsibility toward the *the Union* and the other *beneficiaries* for the third parties linked to it. The *beneficiary* shall ensure that the third parties abide by the provisions of the *grant agreement*.

Special clause 15

1. The *beneficiary(ies)* shall provide the *Commission* with a written confirmation that it has received (a) favourable opinion(s) of the relevant ethics committee(s) and, if applicable, the regulatory approval(s) of the competent national or local authority(ies) in the country in which the research is to be carried out before beginning any *Commission* approved research requiring such opinions or approvals. The copy of the official approval from the relevant national or local ethics committees must also be provided to the *Commission*.

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
Directorate-General for Research & Innovation
E4
B-1049 Brussels, Belgium

For the *coordinator*: David Knox
MOREDUN RESEARCH INSTITUTE
Parasitology Division
Pentlands Science Park, Bush Loan -
PENICUIK EH26 0PZ
United Kingdom

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

For the *Commission*: rtd-kbbe-fair-grants@ec.europa.eu (Forms C/ reports/deliverables through the electronic system made available by the Commission)

For the *coordinator*: dave.knox@moredun.ac.uk

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 E4.

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 PENICUIK

For the *Commission* done at Brussels

MOREDUN RESEARCH INSTITUTE

Name of the legal entity

MAINT JTE
DIRECTOR

PROFESSOR JULIE FITZPATRICK

Name of the legal representative

.....
Name of the legal representative

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

Julie Fitzpatrick

Signature of legal representative

[Signature]

Signature of legal representative

16 April 2011

Date

26/04/2011

Date

Moredun Research Institute
International Research Centre
Pentlands Science Park
Bush Loan, Penicuik
Midlothian, Scotland
EH26 0PZ
Tel: 0131 445 5111
Fax: 0131 445 6111



FP7 GRANT AGREEMENT

ANNEX IV - FORM A - ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT

UNIVERSIDAD DE LA REPUBLICA, represented for the purpose hereof by Rodrigo AROCENA, Rector, and/or Juan CRISTINA, Dean, or her/his/their authorised representative, established in Avenida 18 de julio 1824, Montevideo, 11200, Uruguay acting as its legal authorised representative, hereby consents to become a *beneficiary* ("*beneficiary no. 13*") to *grant agreement* N° 265862 (relating to project "*Vaccines against helminth infections*") concluded between the European Commission and MOREDUN RESEARCH INSTITUTE established in Pentlands Science Park, Bush Loan - -, PENICUIK, EH26 0PZ, United Kingdom and accepts in accordance with the provisions of the aforementioned *grant agreement* all the rights and obligations of a *beneficiary*.

Done in 3 copies, of which one shall be kept by the *coordinator* and one by **UNIVERSIDAD DE LA REPUBLICA**, the third being sent to the *Commission* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

UNIVERSIDAD DE LA REPUBLICA

MOREDUN RESEARCH INSTITUTE

Prof. Dr. Juan Cristina
Decano

PROF JULIE FITZPATRICK

Name of legal representative(s)

Name of legal representative(s)

Signature of legal representative(s)

Signature of legal representative(s)

Date

Date

Stamp of the organisation

Stamp of the organisation

