

COST GRANT AGREEMENT

CGA-IS1002-1

COST Action IS1002

Modernet, a network for development of new techniques for discovering trends in occupational and work-related diseases and tracing new and emerging risks

COST, through its implementing agent, the **European Science Foundation**, a non-profit organisation under French law, with a head office in Strasbourg, France, 1 quai Lezay-Marnesia, represented by Dr. Matthias Haury, Head of Science Operations, Avenue Louise 149, 1050 Brussels, Belgium hereinafter called "**COST**",
as one party,

AND

AMC Medical Research B.V., Meibergdreef 9 \ location J1a-229, 1105 AZ, Amsterdam, The Netherlands represented by Dr M. Levy hereinafter called "**the Grant Holder**",
as the other party.

HAVE AGREED

The Grant Holder has been unanimously selected by the Action Management Committee during the kick-off meeting on November 9th 2010.



Article 1 - Subject matter

- 1.1 The Grant Holder is solely responsible for providing the necessary secretarial support to the COST Action's activities detailed in the Work Plan in Annex A (hereinafter called "the Operation"). This includes but is not limited to the preparation of all meetings, their planning, invitations, issuing minutes and reports, executing all relevant payments to the final beneficiary(ies) according to the applicable COST reimbursement rules, and the equivalent management of the COST financial instruments.
- 1.2 The Operation shall be carried out by the Grant Holder according to the COST Vademecum "COST Grant System".
- 1.3 The Grant Holder accepts that any claim against COST may not be assigned to another legal entity, transferred to a third party, or seized or sequestered in any way without prior written consent from COST.
- 1.4 To carry out the Operation, the Grant Holder shall use the compulsory on-line Grant Holder tool provided by COST.

Article 2 – Duration

- 2.1 The Operation begins on 01/12/2010 and ends on 30/11/2011

Article 3 - Financing the Operation

- 3.1 The detailed budget of the Operation is set out in the Budget Plan (Annex A).
- 3.2 COST has decided to allocate a grant of up to a maximum of €70,000 to carry out the Operation from 01/12/2010 to 30/11/2011 (hereinafter called "the Grant Period").
- 3.3 The Action Management Committee may rearrange the allocation of expenditures, except for secretarial costs which shall not exceed the amount referred to in the Budget Plan relating to the on-going Grant Period, and, in any case, shall not represent more than 15% of the actual science expenditure at the end of the on-going Grant Period.
- 3.4 The grant awarded under this Grant Agreement shall not be used for the Grant Holder's and/or its representatives' own activities.

Article 4 - Payment modalities

- 4.1 The bank account of the Grant Holder to which all payments by COST will be made is:
Account Holder: AMC Medical Research B.V.
Bank's name: ABN AMRO Bank
IBAN: *NL81ABNA0474698866*
SWIFT: ABNANL2A
- Full address of the account holder:
AMC Medical Research B.V., Meibergdreef 9 \ location J1a-229, 1105 AZ, Amsterdam, The Netherlands
- Grant Holder's legal status:
Public Body
- Grant Holder's VAT or national registration number:
NL004627672V01
- 4.2 Payments will be made by COST in euro.
- 4.3 After signature of this Grant Agreement, COST will pay a first instalment of up to 65% of the maximum grant. Any balance from a previous Grant Period in favour of COST will be deducted from this first instalment.
- 4.4 The Grant Holder is entitled to request a second instalment of up to 35% of the maximum grant, under the terms and conditions set out in the COST Vademecum "COST Grant System".
- 4.5 The payment of the instalments is subject to the existence of the EC-ESF COST contract (contract n°200443 COST FP7-CSA) and to the availability of funds provided through the EC-ESF COST contract. In case COST would not be able to pay the second instalment, this would not create any liability towards the Grant Holder.
- 4.6 Unspent budget at the end or at the termination of the on-going Grant Period is not automatically transferred to the following Grant Period of the COST Action.
Unspent funds at the end or at the termination of the COST Action are recovered by COST.
- 4.7 Eligible and non-eligible costs are only those defined by the EC-ESF COST contract as referred to in the COST Vademecum "COST Grant System".
Potential decommissioning costs (such as related staff expenses) are not eligible.
Taxes are not eligible costs. Payments made under this Grant Agreement are not subject to any tax, in particular VAT. In case local tax authorities in the Grant Holder's country may have a different analysis, COST is not responsible for any tax or VAT adjustment applied to the Grant Holder related to the payments made under this Grant Agreement and shall not bear the cost of any such adjustment.

Article 5 – Deliverables, Reports and other documents

5.1 The Grant Holder must make all liable payments to persons, institutions and other claimants eligible for reimbursement within 30 days of receiving a claim subject to the availability of funds provided through this Grant Agreement.

5.2 Financial reporting

The Grant Holder must provide COST with the following reports, using the COST templates (Annex B):

- An **intermediate** financial statement for the period running from 01/12/2010 to 31/12/2010 by 15/01/2011 at the latest.
The intermediate financial statement shall include costs incurred during the reporting period but not yet paid (accruals).
Exceptionally when actual costs are not fully available at the time of the establishment of the financial report, the closest possible estimate should be declared as actual. Any necessary adjustments to these estimated claims must be reported in the financial statement of the subsequent reporting period.
- A **final** financial report for the period running from 01/12/2010 to the end of the on-going Grant Period on 30/11/2011 by 31/12/2011 at the latest.
- If required for the proper implementation of the EC-ESF COST contract, COST reserves the right to request an additional financial report for the period running from 01/06/2011 to be submitted by the Grant Holder within 2 weeks following the request at the latest.

Each report must be approved by a person having official financial authority to commit the Grant Holder.

5.3 Scientific reporting

No later than 6 weeks before the Annual Progress Conference, the Grant Holder shall provide the MC Chair with a detailed Management Report corresponding to the on-going Grant Period (see template Monitoring Progress Report Part I in Annex E). The MC Chair will then submit the Management Report, together with the Scientific Report (see template Monitoring Progress Report Part II in Annex E) to the COST Office. Both Management Report and Scientific Report which compose parts I and II of the Monitoring Progress Report need to be approved by the Action Management Committee before being submitted to the COST Office.

Article 6 – Controls and audits

- 6.1 The Grant Holder must ensure that all stakeholders (in particular Action Management Committee members, COST staff, Domain Committee members, auditors) are able to retrieve at any time all necessary actual information about the COST Action.
- 6.2 One month after the end of the on-going Grant Period, the Grant Holder shall provide COST with the financial assessment prepared by two Action Management Committee members after they have verified that the nature, overall justification and level of expenditure are in line with the agreed Work Plan. The two Action Management Committee members are appointed by the Action Management Committee and act as Action Financial Rapporteurs.
- 6.3 The Operation must be approved by the Action Management Committee or on behalf of the Action Management Committee by its Chair or Vice-Chair.
- 6.4 The Grant Holder is aware that there are up to four steps foreseen for the control of eligible costs:
- Approval of expenditure statement by the person having official financial authority to commit the Grant Holder.
 - Control of the appropriate use of funds performed by the two Action Financial Rapporteurs.
 - Verification of Intermediate and final financial reports by COST.
 - Possible audits on a sample basis by a COST Finance Officer and/or an external auditor.
- 6.5 In line with the EC-ESF COST contract, the Grant Holder must keep all originals of relevant invoices, receipts, and minutes of Action Management Committee decisions, for further auditing for up to 5 years after the end of the EC-ESF COST contract i.e. up to 2019. A continuous control over nature, justifications and levels of expenditure will be performed by COST. COST reserves the right to perform an audit of the COST Action and of the supporting documentation within the premises of the Grant Holder up to five years after the end of the EC-ESF COST contract. The Commission and the European Court of Auditors shall have the same rights for the purpose of checks and audits.

Article 7 - General administrative provisions

7.1 Confidentiality

The Grant Holder agrees to not indirectly or directly divulge or communicate contractual and financial elements relating to this Grant Agreement that are identified as confidential, without prior agreement from COST.

This obligation applies for up to 5 years after the end of the EC-ESF COST contract i.e. up to 2019. This obligation is not applicable where contractual and financial elements relating to this Grant Agreement are provided to COST, to the Action Management Committee, to the Domain Committee, to the Committee of Senior Officials and its Secretariat, and to any external experts that have been officially appointed by one of the above mentioned bodies.

This obligation is also not applicable where the information in relation to carrying out the COST Action is communicated to the final beneficiaries of the COST Action, and to third parties for dissemination and publication purposes.

7.2 Applicable law and Jurisdiction

This Grant Agreement and all matters arising out of it shall in all respects be governed by French Law. The Strasbourg courts will have jurisdiction to hear any dispute under this Grant Agreement.

7.3 Penalties and Damages

In case the Grant Holder does not fulfill its contractual obligations, COST reserves the right to halt all payments and to recover the amounts already granted to the Grant Holder.

COST may also charge penalties to the Grant Holder for non performance of its contractual obligations, such as non- or late reporting, or gross negligence and/or disregard of COST reimbursement rules and procedures.

A delay in the reporting of less than 15 days may result in cutting up to 50% of the secretarial support granted for the on-going Grant Period; a delay of more than 15 days may result in a complete cancellation of the secretarial support. This becomes effective within 15 days of receiving the written notification from COST.

If the Grant Holder claims a delay due to force majeure (i.e. event or circumstance beyond its reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, etc.), COST must be immediately informed, stating the nature, likely duration and foreseeable effects. If force majeure event is not overcome within 6 weeks after notification, and after discussions in good faith between the Parties, COST reserves the right to decide whether the Grant Agreement shall be suspended for a period of time equal to the time lost due to force majeure, transferred to another legal entity or terminated.

If the carrying out of the Operation by the Grant Holder is prejudicial to COST interests and image, COST may ask for damages.

7.4 Data Protection

All personal data contained in this Grant Agreement and the COST databases, or used for carrying out the Operation shall be processed in accordance with the Directive 95/46/EC.

Article 8 - Communication

8.1 Any request for amendments and communication required by the agreement must be made in writing to the following addresses:

For COST:

Francesca Boscolo
Avenue Louise 149
1050 Brussels, Belgium
Tel : +32 (0) 2 533 38 30
Fax : +32 (0) 2 533 38 90
E-mail: Francesca.Boscolo@cost.eu

For the Grant Holder :

Dick Spreeuwens
P.O. Box 22660 AMRJ1A-227, Amsterdam
Tel : +31205666542
Fax : +31205669698
E-mail: d.spreeuwens@amc.uva.nl

8.2 Each party to this agreement will inform the other party without delay and in writing of any changes in the names and addresses identified above.

8.3 The Grant Holder shall take appropriate measures to highlight the Community financial support on any dissemination material relating to the Operation.

Article 9 –Exceptions, Amendments and Changes

9.1 Amendments, changes or exceptions to this Grant Agreement shall be valid only if made in writing and signed by an authorised representative of each Party.

9.2 COST may request that exceptions be kept confidential.

Article 10 – Annexes

10.1 The following documents form an integral part of this Grant Agreement:

- Annex A: Work Plan / Budget Plan
- Annex B: Grant Financial Reporting Template as produced through eCOST
- Annex C: COST Vademecum “COST Grant System”
- Annex D: Guidelines for Assessment, Monitoring Evaluation & Dissemination of Results of COST Actions (COST doc. 4115/10 of 8 April 2010), in particular on the Monitoring Progress Report
- Annex E: Monitoring Progress Report Template

10.2 In the event of conflict between the provisions of the annexes and those of the Grant Agreement, the provisions of the latter shall prevail.

Dr M. Levy
Legal Representative AMC Medical Research B.V.

Dr Matthias Haury
Head of Science Operations of the COST Office

Signature:

Signature:

Date:

Date:

