

**COMMISSION OF THE EUROPEAN COMMUNITIES
DIRECTORATE-GENERAL INFORMATION SOCIETY**

Information Society Technologies

Network of Excellence

SemanticMining

Semantic Interoperability and Data Mining in Biomedicine

Contract Number 507505

CONTRACT No 507505**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 Mr Fabio COLASANTI, Director-General for Information Society or his duly authorised representative,

of the **one part**,

and LINKÖPINGS UNIVERSITET, established in SWEDEN - CAMPUS VALLA, 581 83 LINKÖPING, represented by Mr Curt KARLSSON, Head of Administration and/or Mr Mats ARWIDSON, Deputy Head of Administration, or her/his/their authorised representative, the *contractor* acting as *coordinator* of the *consortium*,

(the “*coordinator*”) 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 “**Semantic Interoperability and Data Mining in Biomedicine**” within the framework of the specific research and technological development programme “**Integrating and Strengthening the European Research Area (2002-2006)**” (the “*specific programme*”).

2. The *consortium* is composed of the *contractor* acting as *coordinator* and the following legal entities, who shall accede 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:

- **KAROLINSKA INSTITUTET** established in SWEDEN - SOLNAVAEGEN 1, 171 77 SOLNA STOCKHOLM, represented by Ms Heather MARSHALL-HEYMAN, Grants & Contract Manager and/or Ms Katarina BJELKE, Director, or her/his/their authorised representative (“*contractor*”),
- **VAESTRA GOETALANDS LAENS LANDSTING** established in SWEDEN - 1487 VAENERSBORG, 462 80 VAENERSBORG, represented by Mr Bertil TÖRSÄTER, Director of regional development, or her/his/their authorised representative (“*contractor*”),
- **GOETEBORGS UNIVERSITET** established in SWEDEN - VASAPARKEN, 405 30 GOETEBORG, represented by Ms Margareta AHLQWIST, Research advisor, or her/his/their authorised representative (“*contractor*”),
- **UNIVERSITAETSKLINIKUM FREIBURG** established in GERMANY - HUGSTETTER STRASSE 49, 79095 FREIBURG, represented by Mr Ruediger KLAR, Director and/or Mr Stefan SCHULZ, Chief of WG Med linguistics, or her/his/their authorised representative (“*contractor*”),
- **ALBERT-LUDWIGS-UNIVERSITAET FREIBURG** established in GERMANY - FAHNENBERGPLATZ, 79085 FREIBURG, represented by Mr Klaus DÜFORMANTEL, Head of EC-Dept. and/or Mr Andreas ZSCHUCH, Head of Financial Dept, or her/his/their authorised representative (“*contractor*”),

- **UNIVERSITAET LEIPZIG** established in GERMANY - RITTERSTRASSE 26, 04109 LEIPZIG, represented by Mr Peter GUTJAHR-LÖSER, Kanzler, or her/his/their authorised representative (“contractor”),
- **CHRISTIAN-ALBRECHTS-UNIVERSITAET ZU KIEL** established in GERMANY - OLSHAUSENSTRASSE 40, 24098 KIEL, represented by Mr Steffen RICHTER, Kanzler, or her/his/their authorised representative (“contractor”),
- **UNIVERSITE DE GENEVE** established in SWITZERLAND - RUE DU GENERAL DUFOUR 24, 1211 GENEVE 4, represented by Mr Peter SUTER, Vice-rector and/or Mr Antoine GEISSBÜHLER, Director, or her/his/their authorised representative (“contractor”),
- **THE VICTORIA UNIVERSITY OF MANCHESTER** established in UNITED KINGDOM - OXFORD ROAD, MANCHESTER M13 9PL, represented by Mr Neil FERGUSON, Head of RGSU and/or Mr John ROGERS, Assistant Academic Registrar, or her/his/their authorised representative (“contractor”),
- **UNIVERSITY COLLEGE LONDON** established in UNITED KINGDOM - GOWER STREET, LONDON WC1E 6BT, represented by Ms Ilse VICKERS, Director of Research Europe and/or Mr Mark BURGESS, Research Administration Manager, or her/his/their authorised representative (“contractor”),
- **UNIVERSITY OF BRIGHTON** established in UNITED KINGDOM - MITHRAS HOUSE - LEWES ROAD, BRIGHTON BN2 4AT, represented by Mr Stuart LAING, Pro-Vice Chancellor (academic affairs) and/or Ms Kirsten GILLINGHAM, Director of Finance, or her/his/their authorised representative (“contractor”),
- **INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE** established in FRANCE - RUE DE TOLBIAC 101, 75654 PARIS CEDEX 13, represented by Ms Claudine CHEMLA, Administrateur and/or Mr Christian BRECHOT, Directeur Général, or her/his/their authorised representative (“contractor”),
- **CONSIGLIO NAZIONALE DELLE RICERCHE** established in ITALY - PIAZZALE ALDO MORO 7, 00185 ROMA, represented by Mr Cristiano CASTELFRANCHI, Director of CNR ISTC, or her/his/their authorised representative (“contractor”),
- **EUROPEAN MOLECULAR BIOLOGY LABORATORY** established in GERMANY - MEYERHOFSTRASSE 1, 69117 HEIDELBERG, represented by Mr Keith WILLIAMSON, Deputy Administrative Director and/or Ms Genevieve REINKE, Grants Office Manager, or her/his/their authorised representative (“contractor”),
- **ORSZAGOS EGESZSEGUGYI INFORMACIOS INTEZET ES KONYVTAR - MEDINFO** established in HUNGARY - SZENTKIRALYI U. 21, 1088 BUDAPEST, represented by Mr Gyula KINCSES, Chief director, or her/his/their authorised representative (“contractor”),
- **UPPSALA UNIVERSITET** established in SWEDEN - 751 05 UPPSALA, represented by Mr Mats Ola OTTOSSON, Head of Administration and/or Ms Marianne ANDERSSON, Head of Legal Affairs, or her/his/their authorised representative (“contractor”),
- **SOCIALSTYRELSEN** established in SWEDEN - 106 30 STOCKHOLM, represented by Ms Birgitta HEDERSTEDT, Head of department and/or Mr Mans ROSÉN, Head of department, or her/his/their authorised representative (“contractor”),
- **NATIONAL RESEARCH AND DEVELOPMENT CENTRE FOR WELFARE AND HEALTH** established in FINLAND - LINTULAHDENKUJA 4, 00530 HELSINKI, represented by Ms Vappu TAIPALE, Director General, or her/his/their authorised representative (“contractor”),
- **KITH AS - KOMPETANSESENTER FOR INFORMASJONSTEKNOLOGI I HELSEVESENET AS** established in NORWAY - SVERRES GATE 15, 7489 TRONDHEIM, represented by Mr Jacob HYGEN, Man dir, or her/his/their authorised representative (“contractor”),
- **SUNDHEDSSTYRELSEN** established in DENMARK - ISLANDS BRYGGE 67, 2300 KOEBENHAVN S, represented by Mr Arne KVERNELAND, Head of Health Informatics, or her/his/their authorised representative (“contractor”),

- **MERRALL-ROSS INTERNATIONAL LIMITED** established in UNITED KINGDOM - 2 THEATRE COURT, LONDON ROAD, NORTHWICH (CHESHIRE) CW9 5HB, represented by Ms Janine Merrall ROSS, Managing Director, or her/his/their authorised representative (“*contractor*”),
- **EUROPEAN DYNAMICS ADVANCED SYSTEMS OF TELECOMMUNICATIONS INFORMATICS AND TELEMATICS S.A.** established in GREECE - KIFISSIAS AVENUE 209 & ARKADIOU, 15124 MAROUSSI, ATHENS, represented by Mr Constantinos VELENTZAS, Managing Director and/or Ms Fotini KOUIMITZIS, Assistant Managing Director, or her/his/their authorised representative (“*contractor*”),

(hereinafter referred to as the “*contractors*”)

3. The *consortium* shall carry out the work set out in Annex I to this *contract* (the “*project*”) 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 *consortium*

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 **30** 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 **36** months from the first day of the month after the signature by the *Commission* (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*¹.

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 **EUR 5,000,000 (FIVE MILLION euro)**. 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**

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 *final implementation date* is determined by taking into account, after the end date of the *project*, the maximum periods allowed for the *contractors* to submit all the required reports and other deliverables, for the *Commission* to approve them and for it to make the final payment. If the periods indicated are extended by means of an amendment to the *contract*, the *final implementation date* shall be modified accordingly.

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.

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

- (a) *pre-financing* of **EUR 1,625,000 (ONE MILLION SIX HUNDRED TWENTY-FIVE THOUSAND euro)** representing **65%** 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 the *Commission* is informed of the accession of the last *contractor* required to constitute the minimum number of participants established by the *Rules for Participation*, and as detailed in the call for proposals to which the *project* is related.
- (b) within 45 days following approval by the *Commission* of the reports related to each reporting period:
 - i) a payment which settles the amounts justified and accepted during the reporting period.
 - ii) *pre-financing* of **85%** 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*, that part of the *pre-financing* is re-qualified as a payment and 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*.

- (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.
- (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*:

9.1

1. Arbitration

a. Any dispute between the *Commission* ("Party") and (an) *International Organisation(s)* ("Party") acting as *contractor(s)* (collectively referred to in this Article of the *contract* as the "Parties") relating to the *contract*, which cannot be settled amicably shall be referred to an arbitration committee in accordance with the procedure specified below.

b. When notifying the other Party of its intention to resort to arbitration, the notifying Party shall also inform the other Party of its appointed arbitrator. The second Party shall appoint its arbitrator within one month of that written notification.

The two arbitrators shall, by joint *agreement* and within three months of the appointment of the second Party's arbitrator, appoint a third arbitrator who shall be the chairman of the arbitration committee, unless a sole arbitrator is agreed by both Parties.

c. Within one month of the appointment of the third arbitrator, the Parties shall agree on the terms of reference of the arbitration committee, including the procedure to be followed.

d. The arbitration proceedings shall take place in Brussels.

e. The arbitration committee shall apply the terms of the *contract*. The arbitration committee shall set out in the award the detailed grounds for its decision.

f. The arbitral award shall be final and binding upon the Parties, who hereby expressly agree to renounce any form of appeal or revision.

g. The costs, including all reasonable fees expended by the Parties to any arbitration hereunder, shall be apportioned between the Parties by the arbitration committee.

2. Audit certificates

With reference to Article II.26, audit certificates to be provided by an international organisation shall be established by its regular internal or external auditor, in accordance with its internal financial regulations and procedures.

3. Controls and audits

The *Commission* shall address any requests for controls or audits pursuant to the provisions of Article II.29, to the Director General of the international organisation.

The Parties shall agree in good faith on the conditions and procedures of the control or audit, which shall take into account the intergovernmental status of the international organisation and its statutory rules and regulations.

Where the international organisation notifies its opposition to the *Commission's* services or its representative(s) carrying out a financial audit, the Parties shall agree within three months of the date of the notification, on the appointment of an independent auditor to perform the financial audit. In such cases, the costs of that audit shall be borne by the international organisation and shall not be considered as eligible costs under this *contract*.

Any control or audit shall be carried out on a confidential basis.

9.2

In order to assure coherence of the work within the *specific programme* and its relevance in worldwide developments, the *contractors* will be required to participate in periodic cross-dissemination meetings together with other related projects. When applicable, the *contractors* of these projects shall collectively discuss common approaches to standardisation activities. The concertation activities related with the *project* clusters foresee up to four meetings per year with the presence of *project* representatives. Interest groups clusters will be flexible and will be organised by the *Commission* services if added-value is demonstrated and if they answer a particular need for action in relation to a clearly identified and targeted theme.

9.3

Costs incurred by the following *contractor* shall not be taken into consideration for determining the *Community* financial contribution:

UNIVERSITE DE GENEVE

Contractor mentioned in the previous paragraph is not subject to financial audits and audits on accounting and management principles referred to in Article II.29.1.

Article II.18, Section 1 of Part B of Annex II and any provision of Section 2 deriving from Section 1 do not apply to that *contractor*.

9.4

The *contractors* shall comply with the ethical framework of FP6, all applicable legislation, any relevant future legislation and the following *specific programmes* for research, technological development and demonstration: Integrating and strengthening the European Research Area (2002-2006) and Structuring the European Research Area (2002-2006).

The *contractors* undertake not to carry out research under this *project* involving any of the following activities:

- (a) research activities aiming at human cloning for reproductive purposes,
- (b) research activities intended to modify the genetic heritage of human beings which could make such change heritable and
- (c) research activities intended to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.

9.5

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.

The *Commission* shall never be considered as a sponsor for clinical trials in the sense of Directive 2001/20/EC of the European Parliament and of the Council of 4 April 2001 on the approximation of the laws, regulations and administrative provisions of the *Member States* relating to the implementation of good clinical practice in the conduct of clinical trials on medicinal products for human use.

Annex I shall indicate the name(s) of any such sponsor(s).

For trials not covered by Directive 2001/20/EC, Annex I shall indicate the name of the person or organisation that is responsible for the initiation, co-ordination and monitoring of the trial

9.6

The access rights granted under Article II.35 to this *contract* in respect of knowledge in the form of software shall include the right for the beneficiary to grant the sublicenses required due to amalgamation and incorporation of the software with the beneficiary's own knowledge for its products or processes.

Article 10 - Amendments

Any request for amendment to the *contract* shall be submitted in accordance with Article 11. Proposals for amendments submitted by the *coordinator* are requested on behalf of the *consortium*. The *coordinator* shall ensure that adequate proof of the *consortium's* agreement to such a request 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**
DG Information Society
B-1049 Brussels BELGIUM

For the *coordinator*: LINKOEPINGS UNIVERSITET
Campus Valla / University Hospital - 581 85, Linkoeeping,
SWEDEN

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*: INFSO-IST-507505@CEC.EU.INT

For the *coordinator*: Hans.Ahlfeldt@imt.liu.se

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

Name of account holder: **LINKOPINGS UNIVERSITET**
Name of bank: **SKANDINAVISKA ENSKILDA BANKEN**
Account reference: **SE535000000055538203301**

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 Networks 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

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*.

Done at **Brussels**, in **English**.

Name of *coordinator*: **LINKOEPINGS UNIVERSITET**

Name of legally authorised representative: (written out in full)

Function of legally authorised representative:

Signature of legally authorised representative:

Name of legally authorised representative: (written out in full)

Function of legally authorised representative:

Signature of legally authorised representative:

Stamp of the organisation:

The Commission of the European Communities

Name of legally authorised representative: (written out in full)

Function of legally authorised representative:

Signature of legally authorised representative:

Date: