

**SEVENTH FRAMEWORK PROGRAMME OF THE
EUROPEAN UNION**

RESEARCH EXECUTIVE AGENCY

SP3-People

Support for training and career development of researchers
(Marie Curie)

International Research Staff Exchange Scheme (IRSES)

FP7-PEOPLE-2012-IRSES

Grant Agreement Number 316067

HERBAL PROTECTION

Studies on some herbal additives giving partial protection against
toxic or immunosuppressive effects of some mycotoxins and
improving wound granulation

PIRSES-GA-2012-316067

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 316067

MULTI-BENEFICIARY

PROJECT TITLE HERBAL PROTECTION

Support for training and career development of researchers (Marie Curie)

International Research Staff Exchange Scheme (IRSES)

The **Research Executive Agency** (the "*REA*"), acting under powers delegated by the European Commission (the "*Commission*")

of the **one part**,

and **TRAKIA UNIVERSITY**, established in ARMEJSKA 9, STARA ZAGORA, 6000, Bulgaria represented by Ivan Stankov, Rector of Trakia University or his 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 related to Support for training and career development of researchers (Marie Curie)

Annex III - Specific Provisions related to Support for training and career development of researchers (Marie Curie)

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*.

- **KAPOSVARI EGYETEM**, established in Guba Sandor Ut 40, KAPOSVAR, 7400, Hungary represented by Ferenc Szavai, Rector of Kaposvar University or his authorised representative ("*beneficiary no. 2*"),

All the *beneficiaries* together form the *consortium* (the "*consortium*").

2. The *coordinator* shall send to the *REA* 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 *REA* is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the *REA*, 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.

Article 2 - Scope

The European Union ("*the Union*"), has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *Studies on some herbal additives giving partial protection against toxic or immunosuppressive effects of some mycotoxins and improving wound granulation (HERBAL PROTECTION)* (the "*project*") within the framework of the *SP3-People* and under the conditions laid down in this *grant agreement*.

Article 3 - Duration and start date of the project

The duration of *the project* shall be 48 months from 1st January 2013 (hereinafter referred to as the "*start date*").

Article 4 - Reporting periods and language of reports

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

- P1: from month 1 to month 24
- P2: from month 25 to the last month of *the project*.

Any report and deliverable, when appropriate, required by this *grant agreement* shall be in *English*.

Article 5 - Maximum financial contribution of the Union

1. The maximum financial contribution of *the Union* to the *project* shall be EUR 189,000.00 (*one hundred and eighty nine thousand EURO*). The actual financial contribution of *the Union* shall be calculated in accordance with the provisions of this *grant agreement*.

2. Details of the financial contribution of *the Union* are contained in Annex I to this *grant agreement* which includes:

- a table of the estimated breakdown of budget and financial contribution of *the Union* per activity to be carried out by each of the *beneficiaries* under the *project*. *Beneficiaries* are allowed to transfer budget between different activities and between themselves in so far as the work is carried out as foreseen in Annex I.

- a table per *beneficiary* specifying the budget to be reimbursed as a lump sum. *Beneficiaries* are not allowed to transfer financial contribution of *the Union* to the part to be reimbursed as a lump sum. The latter does not apply to *beneficiaries* from International Cooperation partner countries.

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

Name of account holder: Trakia University
Name of bank: UniCredit Bulbank
Account reference: BG10UNCR76303400001671

Article 6 - Pre-financing

A *pre-financing* of EUR 113,400.00 (*one hundred and thirteen thousand four hundred EURO*) shall be paid to the *coordinator* within 30 days following the date of entry into force of the *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 9,450.00 (*nine thousand four hundred and fifty EURO*), corresponding to the *beneficiaries'* contribution to the Guarantee Fund referred to in Article II.19 and representing 5% of the maximum financial contribution of *the Union* referred to in Article 5.1, is transferred in their name by the *REA* 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 13

1. The *beneficiaries* shall comply with the ethical framework of FP7, all applicable legislation, any relevant future legislation and FP7 specific programmes on "Cooperation", "Ideas", "People", "Capacities" (2007-2013) and "Euratom" (2007-2011).
2. The *beneficiaries* 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.

Special clause 15

1. The *beneficiary(ies)* shall provide the *REA* 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 *REA* 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 *REA*.

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 *REA*: Research Executive Agency
Marie Curie International Fellowships
COV 2, B-1049 Brussels, Belgium

For the *coordinator*: Prof. Stoycho Stoev
TRAKIA UNIVERSITY
General and clinical pathology
Students campus Malka vereia
Stara Zagora 6000
BULGARIA

2. Reports and deliverables shall be transmitted to the *REA* according to Article II.4.5.

3. For information or documents to be transferred by e-mail, the following addresses shall be used:

For the *REA*: REA-MCAFP7-IRSES@ec.europa.eu

For the *coordinator*: s_stoev@hotmail.com

4. 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 3 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.

5. Any communication or request relating to the processing of personal data (Article II.13) shall be submitted, using the address(es) for the *REA* identified in paragraphs 1 and 3, to the controller responsible for the processing: Head of Unit of Marie Curie International Fellowships.

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 *REA* and 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 of *the Union* and its *Rules of Application* 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.

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 *REA*, on the day of the last signature.

Done in two originals in English.

For the *coordinator* done at STARA ZAGORA

For the *REA* done at Brussels

Trakia University

Name of the legal entity

Prof. Stankov

Name of the legal representative



Stamp of the organisation (if applicable)

[Handwritten signature]

Signature of legal representative

[Handwritten signature]

Name of the legal representative

Signature of legal representative

14.01.2013

Date

20 FEB, 2013

Date



FP7 GRANT AGREEMENT

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

KAPOSVARI EGYETEM, represented for the purpose hereof by Ferenc Szavai, Rector of Kaposvar University, or his authorised representative, established in Guba Sandor Ut 40, KAPOSVAR, 7400, Hungary acting as its legal authorised representative, hereby consents to become a *beneficiary* ("*beneficiaryno. 2*") to grant agreement N° 3 1 6067 (relating to project "*Studies on some herbal additives giving partial protection against toxic or immunosuppressive effects of some mycotoxins and improving wound granulation*") concluded between the *Research Executive Agency (REA)* and TRAKIA UNIVERSITY established in ARMEJSKA - 9, STARA ZAGORA, 6000, Bulgaria 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 **KAPOSVARI EGYETEM**, the third being sent to the *REA* by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

KAPOSVARI EGYETEM

TRAKIA UNIVERSITY

Prof. Dr. Szavai Ferenc

Name of legal representative(s)

Prof. Ivan Stankov

Name of legal representative(s)

Szavai Ferenc

Signature of legal representative(s)

[Signature]

Signature of legal representative(s)

11.01.2013

Date



Stamp of the organisation

14/01/2013

Date



Stamp of the organisation