



**Instand-NGS4P— Integrated and Standardized NGS Workflows for Personalised Therapy**

**Project number: 874719**

**PCP SPECIFIC CONTRACT FOR PHASE [1], [2] AND [3]**

## PREAMBLE

This is the Specific Contract for Phase 1, 2 and 3 between the following Parties:

on the one part,

the "Lead Procurer", **MEDIZINISCHE UNIVERSITAT GRAZ (MUG)**, established in Auenbruggerplatz 2, 8036 Graz, Austria,

acting in the name and on behalf of the other procurers in the buyers group (other procurers in the buyers group together with the Lead Procurer: "**Procurers**"):

1. **UNIVERSITA DEGLI STUDI DI FIRENZE (UNIFI)**, established in Piazza San Marco 4, Florence 50121, Italy, VAT number: IT01279680480,
2. **ERASMUS UNIVERSITAIR MEDISCH CENTRUM ROTTERDAM (EMC)**, established in DR MOLEWATERPLEIN 40, ROTTERDAM 3015 GD, Netherlands, VAT number: NL801427228B01,
3. **ST. ANNA KINDERKREBSFORSCHUNG GmbH (CCRI GmbH)**, established in ZIMMERMANNPLATZ 10, WIEN 1090, Austria, VAT number: ATU75914147
4. **UNIVERSITA' DEGLI STUDI DI MILANO-BICOCCA (UNIMIB)**, established in PIAZZA DELL'ATENEU NUOVO 1, MILANO 20126, Italy, VAT number: IT12621570154,
5. **UNIVERSITATSKLINIKUM SCHLESWIG-HOLSTEIN (UKSH)**, established in Ratzeburger Allee 160, Lübeck 23538, Germany, VAT number: DE814167313,
6. **CENTRE DE LUTTE CONTRE LE CANCER LEON BERARD (CLB)**, established in RUE LAENNEC 28, LYON 69373, France, VAT number: FR06779924133,

and on the other hand, the "Contractor" [insert details of the contractor], or for joint tenders: acting in the name and on behalf of the other members of group of tenderers:

1. [insert the details of the members of the group of tenderers]
- 2.

[OPTION for joint tenders: acting in the name and on behalf of the other members of group of tenderers: 1. .... with headquarters in ..... Fiscal Code and VAT number n. .... (hereafter referred to as " .... ") headed by its ....., born in ..... on ..... [insert the details of the members of the group of tenderers] 2. .... with headquarters in ..... via ..... Fiscal Code and VAT number n. .... (hereafter referred to as " .... ") headed by its ....., born in ..... on ..... [insert the details of the members of the group of tenderers] 3. .... The members of the group of tenderers are hereafter collectively referred to as "the Contractor" and will be jointly

and severally liable vis-à-vis the Lead Procurer for the performance of this Framework Agreement and the Specific Phase Contracts.]

The members of the group of tenderers are hereafter collectively referred to as “the Contractor” and will be jointly and severally liable vis-à-vis the Lead Procurer for the performance of the Framework Agreement and the Specific Contracts.

The Lead Procurer, buyers group and the Contractor(s) shall be referred to together as “Parties”, unless otherwise specified.

WHEREAS:

- i. Based on the communication by the Lead Procurer of [insert date], the above mentioned Contractor has been declared as one of the successful tenderers in the Instand-NGS4P PCP Project;
- ii. On [insert date], the Lead Procurer and the Contractor signed the Framework Agreement, which, in accordance with Article 5 and 6, provides that the Contractor shall begin/proceed with the performance of the activities in accordance with the Specific Contracts, which constitutes integral and substantial part of the Agreement. The conditions for the execution of the assignment subject of this Specific Contract, in accordance with the provisions of the Framework Agreement, are expressed as follows:

## **TERMS and CONDITIONS**

### **Article 1 — Subject of the contract**

This Specific Contract for Phase [I] [II] [III] defines the specific terms and conditions for the implementation of the PCP of R&D Services set out in Article 3 — for the [1 st][2 rd][3 rd] PCP phase. Capitalized terms used in the Specific Contract and not otherwise defined shall have the same meanings as those ascribed to them in the Framework Agreement.

The Specific Contract is an integral part of the Framework Agreement, thus the provisions of the Framework Agreement apply for the Specific Contract.

The Contractor will allow the European Commission, the European Court of Auditors (ECA) and the European Anti-fraud Office (OLAF) to exercise their rights under Articles 22 and 23 Grant Agreement (mutatis mutandis) and will comply with Articles 17.1, 18, 34, 35, 37, 36, 38, 39 and 46 Grant Agreement (mutatis mutandis) (see the website for further information on the Grant Agreement clauses). The Contractor will ensure that in all subcontracts the conditions from the Grant Agreement set out in clause above are imposed upon the Subcontractor.

## Article 2 — Duration

2.1. This Specific Contract for Phase [I] [II] [III] is effective from [insert date] to [insert date].

At the end of this Specific Contract for Phase [I] [II] [III], in accordance with Article 5 of the Framework Agreement of [insert date] the Lead Procurer reserves its right to execute the assessment / evaluation of the performed activities, within the condition specified therein.

2.2. The period of execution of the tasks under Phase [I] [II] [III] as provided under article 2.1 above may be extended only with the express written agreement of the Parties, prior to the expiration of the period for execution of the tasks.

## Article 3 — R&D Services to be provided

3.1. The Contractor shall provide the R&D Services (tasks, deliverables and milestones) set out in the Technical Offer and the Request for Tender document for this specific Phase [I] [II] [III]:

Phase I: Design of Solution

Phase II: Prototypes of Solution

Phase III: Full integration into NGS Workflow

3.2. The following members of the Contractor's staff shall be in charge of carrying out the R&D activities for the Specific Contract: [...]

3.3. The activities provided for under this article 3 shall be carried out in [insert country/city where they carry out the R&D activities].

## Article 4 — Price and payment arrangements

4.1. The price to be paid by the Lead Procurer for the R&D Services offered shall be: Phase [I] [II] [III]: XXXX,yy € (XXX,yy €);

4.2. Payment schedule:

(i) Payment schedule for **Phase 1** will be:

50% at the beginning of Phase 1,

50% after successful completion of Phase 1 (positive evaluation of submitted Deliverables)

ii) Payment schedule for **Phase 2** will be:

35% at the assignment to Phase 2,

35% after positive evaluation of submitted Deliverables (midterm Deliverables)

30% after successful completion of the Phase 2 (positive evaluation of final Deliverables)

iii) Payment schedule for **Phase 3** will be:

35% at the assignment to Phase 3,

35% after positive evaluation of submitted Deliverables (midterm Deliverables)

30% after successful completion of Phase 3 (positive evaluation of final Deliverables and successful testing of the solutions by the Procurers)

4.3. As set out in Article 10.4. of the Framework Agreement, the Contractor shall submit his invoices to the Lead Procurer not later than thirty (30) days following the acceptance by the Lead Procurer of the R&D Services. The Contractor's invoices shall be paid by the Lead Procurer within thirty (30) days after receipt and acceptance of a correct invoice for the amount(s) specified in the Specific Contract(s). The payment is deemed to have been made with the order to the bank.

4.4. The invoice must be in the name of "Medizinische Universität Graz, Auenbruggerplatz 2, 8036 Graz, Austria" including VAT number of MUG and declared cost center of MUG. Original invoices must be submitted to: Medizinische Universität Graz, Financial Accounting (Finanzbuchhaltung), Auenbruggerplatz 2, 8036 Graz. In case of electronic invoicing, an electronic copy of the invoice must be submitted to: rechnungseingang@medunigraz.at.

4.5. The Contractor's bank account to which payments will be made is: [insert the extremes]. Payments shall be made in euro.

## **Article 5 — Termination**

The cases and terms of termination are provided by article 26 of the Framework Agreement.

## **Article 6 — Individuals in charge**

In relation to the activities provided by this Specific Contract, the individuals in charge of the activities and authorised representatives of the Parties are:

- Mr. /Mrs. <>, e-mail, on behalf of the Contractor;
- Mr. /Mrs. <>, e-mail, on behalf of the Lead Procurer.

Any change of the authorised representative or the contact details of the representative will only take effect upon written notification.

## **Article 7 — Penalties and liabilities**

Provision contained in Article 24 of the Framework Agreement will ensure the correct and prompt execution of obligation provided in the Framework Agreement and this Specific Contract.

### **Article 8 — Applicable law and dispute settlement**

The applicable law is the Austrian law as defined in the call for tender and in the Framework Agreement. Any disputes between the Parties, arising with reference to the interpretation, performance, validity, effectiveness and termination of this Agreement and the Specific Contracts, shall be within the jurisdiction of the competent court in Graz, Austria.

### **Article 9 — Signature and entry into force**

The transmission of an electronic copy (e.g. scanned pdf) of the Specific Contract signed in wet ink, or an electronic signature pursuant to the EU-eIDAS-Regulation shall be deemed an original signature for purpose of this Agreement.

Amendments must be made in writing and signed by the Parties.

This Specific Contract shall enter into force between the Parties on the day of the last signature of the Lead Procurer and the Contractor.

### **SIGNATURES**

*The Lead Procurer signs for the buyers group and — in case of joint tenders — the lead contractor for the group of contractors.*

The Lead Procurer

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

The Contractor

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_