

IMI Joint Undertaking

GRANT AGREEMENT No 115191

An open, integrated and sustainable chemistry, biology and pharmacology knowledge resource for drug discovery (**Open PHACTS**)

The IMI Joint Undertaking (the "IMI JU"), represented for the purposes of this agreement by its Executive Director or his duly authorised representative,
of the **one part**,

and PFIZER LIMITED, established in RAMSGATE ROAD, CT13 9NJ, SANDWICH, KENT, UNITED KINGDOM, as represented hereinafter in the Annex III of this document, the *beneficiary* acting as *coordinator* of the *consortium* (the "*coordinator*"), ("*beneficiary no. 1*"),

and UNIVERSITÄT WIEN, established in DR.-KARL-LUEGER-RING, 1, VIENNA, 1010, AUSTRIA, as represented hereinafter in the Annex III of this document, the *beneficiary* acting as *managing entity* of the *IMI JU funding* (the "*managing entity of the IMI JU funding*"), ("*beneficiary no. 2*"),
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 - Form A – Accession of *beneficiaries* to the *grant agreement*

Annex IV - Form B – Request for accession of a new *beneficiary* to the *grant agreement*

Annex V - Form C – Financial statement

Annex VI – Form D – Terms of reference for the certificate on the financial statements

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*.

TECHNICAL UNIVERSITY OF DENMARK established in ANKER ENGELUNDSVEJ, 1, KGS. LYNGBY, 2800, DENMARK, as represented hereinafter in the Annex III of this document ("*beneficiary no. 3*"),

UNIVERSITAET HAMBURG established in EDMUND-SIEMERS-ALLEE, 1, HAMBURG, 2016, GERMANY, as represented hereinafter in the Annex III of this document ("*beneficiary no. 4*"),

BIOSOLVEIT GMBH established in AN DER ZIEGELEI, 79, SANKT AUGUSTIN, 53757, GERMANY, as represented hereinafter in the Annex III of this document ("*beneficiary no. 5*"),

CONSORCI MAR PARC DE SALUT DE BARCELONA established in PASSEIG MARITIM, 25, BARCELONA, 8003, SPAIN, as represented hereinafter in the Annex III of this document ("*beneficiary no. 6*"),

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ACADEMISCH ZIEKENHUIS LEIDEN - LUMC established in ALBINUSDREEF, 2, LEIDEN, 2333 AL, NETHERLANDS, as represented hereinafter in the Annex III of this document ("*beneficiary no. 7*"),

ROYAL SOCIETY OF CHEMISTRY established in SCIENCE PARK, MILTON ROAD, Thomas Graham House, CAMBRIDGE, CB4 0WF, UNITED KINGDOM, as represented hereinafter in the Annex III of this document ("*beneficiary no. 8*"),

VERENIGING VOOR CHRISTELIJK HOGER ONDERWIJS, WETENSCHAPPELIJK ONDERZOEK EN PATIËNTENZORG established in DE BOELELAAN, 1105, AMSTERDAM, 1081 HV, NETHERLANDS, as represented hereinafter in the Annex III of this document ("*beneficiary no. 9*"),

CENTRO NACIONAL DE INVESTIGACIONES ONCOLÓGICAS established in MELCHOR FERNÁNDEZ ALMAGRO, 3, MADRID, E-28029 MADRID, SPAIN, as represented hereinafter in the Annex III of this document ("*beneficiary no. 10*"),

THE UNIVERSITY OF MANCHESTER established in OXFORD ROAD, MANCHESTER, M13 9PL, UNITED KINGDOM, as represented hereinafter in the Annex III of this document ("*beneficiary no. 11*"),

UNIVERSITEIT MAASTRICHT established in MINDERBROEDERSBERG, MAASTRICHT, 6211 LK, NETHERLANDS, as represented hereinafter in the Annex III of this document ("*beneficiary no. 12*"),

ACADEMIC CONCEPT KNOWLEDGE LIMITED established in NORMAN AVENUE, 5, EPSOM, KT17 3AB, UNITED KINGDOM, as represented hereinafter in the Annex III of this document ("*beneficiary no. 13*"),

UNIVERSIDADE DE SANTIAGO DE COMPOSTELA established in PAZO DE SAN XEROME, PRAZA DO OBRADOIRO, SANTIAGO DE COMPOSTELA, 15782, SPAIN, as represented hereinafter in the Annex III of this document ("*beneficiary no. 14*"),

RHEINISCHE FRIEDRICH-WILHELMS-UNIVERSITÄT BONN established in REGINA-PACIS-WEG, 3, BONN, 53113, GERMANY, as represented hereinafter in the Annex III of this document ("*beneficiary no. 15*"),

ASTRAZENECA AB established in SODERTALJE, 151 85, SWEDEN, as represented hereinafter in the Annex III of this document ("*beneficiary no. 16*"),

GLAXOSMITHKLINE RESEARCH AND DEVELOPMENT LTD established in GREAT WEST ROAD, 980, BRENTFORD, MIDDLESEX, TW8 9GS, UNITED KINGDOM, as represented hereinafter in the Annex III of this document ("*beneficiary no. 17*"),

LABORATORIOS DEL DR. ESTEVE, S.A. established in AVDA. MARE DE DÉU DE MONTSERRAT, 221, BARCELONA, 8022, SPAIN, as represented hereinafter in the Annex III of this document ("*beneficiary no. 18*"),

NOVARTIS PHARMA AG established in LICHTSTRASSE, 35, BASEL, 4055, SWITZERLAND, as represented hereinafter in the Annex III of this document ("*beneficiary no. 19*"),

MERCK established in FRANKFURTER STRASSE, 250, DARMSTADT, 64293, GERMANY, as represented hereinafter in the Annex III of this document ("*beneficiary no. 20*"),

H. LUNDBECK A/S established in OTTILIAVEJ, 9, VALBY, DK-2500, DENMARK, as represented hereinafter in the Annex III of this document ("*beneficiary no. 21*"),

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ELI LILLY AND COMPANY LIMITED established in LILLY HOUSE, PRIESTLEY ROAD, 26, BASINGSTOKE, HAMPSHIRE, RG24 9NL, UNITED KINGDOM, as represented hereinafter in the Annex III of this document ("*beneficiary no. 22*").

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

2. The *coordinator* shall send to the *IMI JU* 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 *IMI JU* is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the *IMI JU*, 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 *project agreement* (the "*project agreement*") regarding the internal organisation of the *consortium*.

5. In accordance with the provisions of the Council Regulation (EC) No 73/2008 of 20 December 2007, the following *beneficiaries* only are *beneficiaries* eligible to receive *IMI JU* funding:

- UNIVERSITÄT WIEN, ("*beneficiary no. 2*"),
- TECHNICAL UNIVERSITY OF DENMARK, ("*beneficiary no. 3*"),
- UNIVERSITAET HAMBURG, ("*beneficiary no. 4*"),
- BIOSOLVEIT GMBH, ("*beneficiary no. 5*"),
- CONSORCI MAR PARC DE SALUT DE BARCELONA, ("*beneficiary no. 6*"),
- ACADEMISCH ZIEKENHUIS LEIDEN - LUMC, ("*beneficiary no. 7*"),
- ROYAL SOCIETY OF CHEMISTRY, ("*beneficiary no. 8*"),
- VERENIGING VOOR CHRISTELIJK HOGER ONDERWIJS, WETENSCHAPPELIJK ONDERZOEK EN PATIËNTENZORG, ("*beneficiary no. 9*"),
- CENTRO NACIONAL DE INVESTIGACIONES ONCOLÓGICAS, ("*beneficiary no. 10*"),
- THE UNIVERSITY OF MANCHESTER, ("*beneficiary no. 11*"),
- UNIVERSITEIT MAASTRICHT, ("*beneficiary no. 12*"),
- ACADEMIC CONCEPT KNOWLEDGE LIMITED, ("*beneficiary no. 13*"),
- UNIVERSIDADE DE SANTIAGO DE COMPOSTELA. , ("*beneficiary no. 14*"),
- RHEINISCHE FRIEDRICH-WILHELMS-UNIVERSITÄT BONN, ("*beneficiary no. 15*").

Article 2 – Scope

The *IMI JU* has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called "An open, integrated and sustainable chemistry, biology and

pharmacology knowledge resource for drug discovery (Open PHACTS)" (the "*project*") 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 36 months from 01/03/2011 (1st March 2011) (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 10
- P2: from month 11 to month 22
- P3: from month 23 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 IMI JU financial contribution

1. The maximum *IMI JU* financial contribution to the *project* shall be EUR 9.988.867 (Nine million nine hundred eighty eight thousands eight hundred sixty seven EURO). The actual *IMI JU* financial contribution shall be calculated in accordance with the provisions of this *grant agreement*.

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

- a table of the estimated breakdown of budget and *IMI JU* financial contribution 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* eligible to receive *IMI JU* funding specifying the budget to be reimbursed as a lump sum. *Beneficiaries* eligible to receive *IMI JU* funding are not allowed to transfer *IMI JU* financial contribution to the part to be reimbursed as a lump sum.

3. The bank account of the *managing entity of the IMI JU funding* to which all payments of the *IMI JU* financial contribution shall be made is:

Name of account holder: Universität Wien
Name of bank: Raiffeisenlandesbank NO-Wien AG
Account reference: AT08320000000675447

Article 6 –Pre-financing

A *pre-financing* of EUR 5.327.395,73 (five million three hundred twenty seven thousand three hundred ninety five euros and seventy three cents) shall be paid to the *managing entity of the IMI JU funding* within 45 days following the date of entry into force of this *grant agreement*. The *managing entity of the IMI JU funding* shall distribute, in accordance with the *coordinator's* instructions, the *pre-financing* only to the *beneficiaries* eligible to receive *IMI JU* funding who have acceded to the *grant agreement* and after the minimum number of *beneficiaries* as detailed in the call for proposals to which the *project* is related, have acceded to the *grant agreement*.

Article 7 – Special clauses

The following special clauses apply to this *grant agreement*:

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Special Clause 3: PROJECT REVIEW

1. A *project* review shall be held at a mid-term stage of the *project*.
2. At least two months before the date of the review the *IMI JU* shall communicate to the *consortium* in accordance with Article 8 the modalities of the *project* review, including, where appropriate, any meeting it may propose to convene and that it may request the *consortium* to organise. Each *beneficiary* is requested by the *IMI JU* to attend such meeting in accordance with Article II.3.h.

Costs incurred by the *beneficiaries* eligible to receive *IMI JU* funding in relation to the *project* review shall be eligible under the activity referred to in Article II.15.4.

3. The *project* review shall be made on the basis of the satisfactory completion of due deliverables, milestones listed in Annex I as well as on the progress reported in the periodic report for the period.

Special Clause 4: THIRD PARTIES LINKED TO A BENEFICIARY

1. The following third parties are linked to **CONSORCI MAR PARC DE SALUT DE BARCELONA (PSMAR)**:

- UNIVERSITAT POMPEU FABRA (UPF)
- Fundació IMIM (FIMIM)

The following third party is linked to **ROYAL SOCIETY OF CHEMISTRY (RSC)**:

- RSC Worldwide Ltd

2. These *beneficiaries* 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.13 and II.14. The *beneficiaries* shall provide to the *IMI JU*:

- 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 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.21 and 22.

4. The *beneficiaries* shall retain sole responsibility towards the *IMI JU* 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*.

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 *IMI JU*:

IMI Joint Undertaking
IMI JU, TO 56
B-1049 Brussels
Belgium

For the *coordinator*:

Pfizer Limited
Ramsgate Road
CT13 9NJ Sandwich, Kent
United Kingdom

For the *managing entity of the IMI JU funding*:

Universität Wien
Dr.-karl-lueger-ring, 1
Vienna, 1010
Austria

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

For the *IMI JU*: Ann.Martin@imi.europa.eu

For the *coordinator*: bryn.I.williams-jones@pfizer.com

For the *managing entity of the IMI JU funding*: Gerhard.f.ecker@univie.ac.at

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. , or, for the *managing entity of the IMI JU funding*, to the address mentioned in article 8.1 above.

4. Any communication or request relating to the processing of personal data (Article II.13) shall be submitted, using the address for the *IMI JU* identified in paragraphs 1 and 2, to the *IMI JU* controller responsible for the processing: Executive Director of the *IMI JU*.

Article 9 – Applicable law and competent court

The *IMI JU* financial contribution is a contribution from the *IMI JU*'s budget with the aim to implement the 7th Research Framework Programme (FP7). Accordingly, this *grant agreement* shall be governed by the terms of this *grant agreement*, the Council Regulation (EC) No 73/2008 on the establishment of the *IMI JU*, the *IMI JU* financial rules, as well as other

European Community and European Union law and, on a subsidiary basis, by the laws of Belgium.

The General Court, or on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the *IMI JU* and any *beneficiary* concerning the interpretation, application or validity of this *grant agreement*.

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 II 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, the managing entity of the IMI JU funding* and the *IMI JU*, on the day of the last signature.

Done in English, in three originals

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