

УНИВЕРЗИТЕТ У КРАГУЈЕВЦУ
ПРИРОДНО-МАТЕМАТИЧНИ ФАКУЛТЕТ

број: 245
дана 31. 03. 2008 год.
КРАГУЈЕВАЦ

УНИВЕРЗИТЕТ У КРАГУЈЕВЦУ
МЕДИЦИНСКИ ФАКУЛТЕТ

бр. 01-2251/5

13. 05. 2008 год.
КРАГУЈЕВАЦ

COMMISSION OF THE EUROPEAN COMMUNITIES

SP4-Capacities

Coordination and support action

Support actions

CPCTAS

CENTRE FOR PRE-CLINICAL TESTING OF ACTIVE
SUBSTANCES

Grant Agreement Number 206809

JA

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No 206809

PROJECT TITLE CPCTAS

Coordination and support action

Support actions

The European Community (the "Community"), represented by the Commission of the European Communities (the "Commission"),

of the one part,

and **PRIRODNO-MATEMATICKI FAKULTET KRAGUJEVAC**, established in RADOJA DOMANOVICA STREET 12, KRAGUJEVAC, 34000, Serbia represented by Radoslav Zikic, Dean and/or Dragoslav Nikezic, Vice-dean or their 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

Annex III - Non applicable

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*.

• **MEDICINSKI FAKULTET U KRAGUJEVCU**, established in ULICA SVETOZARA MARKOVICA 69, KRAGUJEVAC, 34000, Serbia represented by Nebojsa Arsenijevic, Dean and/or Dejan Baskic, Vice-dean or their authorised representative ("*beneficiary no. 2*"),

• **INSTITUT CURIE**, established in 26, rue d'Ulm, PARIS, 75248, France represented by Claude Huriet, President of Institute Curie and/or Anne Bellod, Secretary general or their authorised representative ("*beneficiary no. 3*"),

• **ARISTOTELIO PANEPISTIMIO THESSALONIKIS**, established in Administration Building, University Campus, THESSALONIKI, 54124, Greece represented by Stavros Panas, Vice-rector or his authorised representative ("*beneficiary no. 4*"),

• **STS. CYRIL AND METHODIUS UNIVERSITY-FACULTY OF SCIENCES AND MATHEMATICS SO CO SKOPJE**, established in Gazi Baba bb, SKOPJE, 1000, Former Yugoslav Republic of Macedonia represented by Jordanka Mitevska, Dean or her authorised representative ("*beneficiary no. 5*"),

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

JA

2. The *coordinator* shall send to the *Commission* 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 *Commission* is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the *Commission*, 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 *Community* has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called *CENTRE FOR PRE-CLINICAL TESTING OF ACTIVE SUBSTANCES (CPCTAS)* (the "*project*") within the framework of the *SP4-Capacities* 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 36 months from the first day of the month after the entry into force of the *grant agreement* (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 12
- P2: from month 13 to month 24
- P3: 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 *Community* financial contribution

1. The maximum *Community* financial contribution to the *project* shall be EUR 900,000.00 (*nine hundred thousand EURO*). The actual *Community* financial contribution shall be calculated in accordance with the provisions of this *grant agreement*.

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

- a table of the estimated breakdown of budget and *Community* 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.

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

Name of account holder: PRIRODNO-MATEMATICKI FAKULTET KRAGUJEVAC
Name of bank: Banca Intesa ad, Beograd, Ekspozitura Kragujevac III
Account reference: RS35160005190002038805

Article 6 - Pre-financing

A *pre-financing* of EUR 525,000.00 (*five hundred and twenty-five thousand EURO*) shall be paid to the *coordinator* within 45 days following the date of entry into force of this *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 45,000.00 (*forty-five thousand EURO*), corresponding to the *beneficiaries'* contribution to the Guarantee Fund referred to in Article II.20 and representing 5% of the maximum *Community* financial contribution referred to in Article 5.1, is transferred in their name by the *Commission* 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

No special clauses apply to this *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 *Commission*: Commission of the European Communities
Research Directorate-General
RTD.B.04
B-1049 Brussels, Belgium

For the *coordinator*: Radoslav Zikic
PRIRODNO-MATEMATICKI FAKULTET KRAGUJEVAC
Faculty of Science, Department of Biology and Ecology
RADOJA DOMANOVICA STREET 12
KRAGUJEVAC 34000
Serbia

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

For the *Commission*: Camelia.Dogaru@ec.europa.eu

For the *coordinator*: smarkovic@kg.ac.yu

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.

4. Any communication or request relating to the processing of personal data (Article II.13) shall be submitted, using the address(es) for the *Commission* identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of Unit of RTD.B.04.

Article 9 - Applicable law and competent court

The *Community* financial contribution is a contribution from the *Community* research budget with the aim to implement the 7th Research Framework Programme (FP7) and it is incumbent on the Commission to execute FP7. Accordingly, this *grant agreement* shall be governed by the terms of this *grant agreement*, the *Community* acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other *Community* 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 256 of the Treaty establishing the *European Community* and Articles 164 and 192 of the Treaty establishing the *European Atomic Energy Community*.

Notwithstanding the *Commission's* right to directly adopt the recovery decisions referred to in the previous paragraph, the Court of First Instance or, on appeal, the Court of Justice of the European Communities, shall have sole jurisdiction to hear any dispute between the *Community* 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 *Commission*, on the day of the last signature.

Done in two originals in English.

For the *coordinator* done at Kragujevac

PRIRODNO - MATEMATIČKI
FAKULTET KRAGUJEVAC

Name of the legal entity

For the *Commission* done at Brussels

ROBERT-JAN SMITS
Directeur

Name of the legal representative

Radoslav Žikić, Dean

Name of the legal representative



Stamp of the organisation (if applicable)



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Signature of the legal representative

[Handwritten signature]

Signature of the legal representative

16 AVR. 2008

31.03.2008.

Date

Date

[Handwritten initials]

FP7 GRANT AGREEMENT
ANNEX IV - FORM A - ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT

MEDICINSKI FAKULTET U KRAGUJEVCU, represented for the purpose hereof by Nebojsa Arsenijevic, Dean, and/or Dejan Baskic, Vice-dean, or her/his/their authorised representative, established in Serbia, ULICA SVETOZARA MARKOVICA 69, 34000, KRAGUJEVAC acting as its legal authorised representative, hereby consents to become a beneficiary ("beneficiary no. 2") to grant agreement no. 206809 (relating to project "CENTRE FOR PRE-CLINICAL TESTING OF ACTIVE SUBSTANCES") concluded between the **Commission of the European Communities** (the "Commission") and **PRIRODNO-MATEMATICKI FAKULTET KRAGUJEVAC** established in Serbia, RADOJA DOMANOVICA STREET 12, 34000, KRAGUJEVAC, 60 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 **MEDICINSKI FAKULTET U KRAGUJEVCU**, the third being sent to the Commission by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

Name of the legal entity

MEDICINSKI FAKULTET U KRAGUJEVCU

For the coordinator

**PRIRODNO-MATEMATICKI FAKULTET
KRAGUJEVAC**

.....
NEBOJŠA ARSENIJEVIĆ

Name of the first legally authorised representative

.....
RADOSLAV ŽIKIĆ

Name of the first legally authorised representative

.....
DEAN

Function of the first legally authorised representative

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DEAN

Function of the first legally authorised representative

.....
[Signature]

Signature of the first legally authorised representative

.....
[Signature]

Signature of the first legally authorised representative

.....
DEJAN BASKIĆ

Name of the second legally authorised representative

.....
DRAGOSLAV NIKEZIĆ

Name of the second legally authorised representative

.....
VICE-DEAN

Function of the second legally authorised representative

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VICE-DEAN

Function of the second legally authorised representative

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[Signature]

Signature of the second legally authorised representative

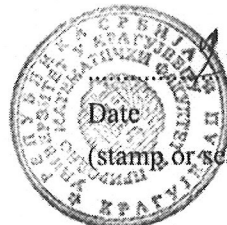
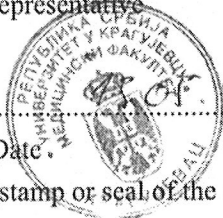
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Signature of the second legally authorised representative

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04.04.2008.

Date

(stamp or seal of the organisation)



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FP7 GRANT AGREEMENT

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

INSTITUT CURIE, represented for the purpose hereof by Claude Huriel, President of Institute Curie, and/or Anne Bellod, Secretary general, or her/his/their authorised representative, established in France, 26, rue d'Ulm, 75248, PARIS, Cedex 05 acting as its legal authorised representative, hereby consents to become a beneficiary ("beneficiary no. 3") to grant agreement no. 206809 (relating to project "CENTRE FOR PRE-CLINICAL TESTING OF ACTIVE SUBSTANCES") concluded between the Commission of the European Communities (the "Commission") and PRIRODNO-MATEMATICKI FAKULTET KRAGUJEVAC established in Serbia, RADOJA DOMANOVICA STREET 12, 34000, KRAGUJEVAC, 60 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 INSTITUT CURIE, the third being sent to the Commission by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

Name of the legal entity

INSTITUT CURIE

For the coordinator

PRIRODNO-MATEMATICKI FAKULTET KRAGUJEVAC

Name of the first legally authorised representative

Function of the first legally authorised representative

Signature of the first legally authorised representative

Name of the second legally authorised representative

Function of the second legally authorised representative

Signature of the second legally authorised representative

Date

(stamp or seal of the organisation)

Name of the first legally authorised representative

Function of the first legally authorised representative

Signature of the first legally authorised representative

Name of the second legally authorised representative

Function of the second legally authorised representative

Signature of the second legally authorised representative

Date

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FP7 GRANT AGREEMENT
ANNEX IV - FORM A - ACCESSION OF BENEFICIARIES TO THE GRANT AGREEMENT

ARISTOTELIO PANEPISTIMIO THESSALONIKIS, represented for the purpose hereof by Stavros Panas, Vice-rector, or his authorised representative, established in Greece, Administration Building, University Campus, 54124, THESSALONIKI acting as its legal authorised representative, hereby consents to become a *beneficiary* ("*beneficiary no. 4*") to *grant agreement no. 206809* (relating to *project "CENTRE FOR PRE-CLINICAL TESTING OF ACTIVE SUBSTANCES"*) concluded between the **Commission of the European Communities** (the "*Commission*") and **PRIRODNO-MATEMATICKI FAKULTET KRAGUJEVAC** established in Serbia, RADOJA DOMANOVICA STREET 12, 34000, KRAGUJEVAC, 60 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 ARISTOTELIO PANEPISTIMIO THESSALONIKIS, the third being sent to the Commission by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

Name of the legal entity
ARISTOTELIO PANEPISTIMIO THESSALONIKIS


For the coordinator
PRIRODNO-MATEMATICKI FAKULTET KRAGUJEVAC


.....
STAVROS PANAS
.....
Name of the legally authorised representative

.....
RADOSLAV ŽIKIĆ
.....
Name of the first legally authorised representative

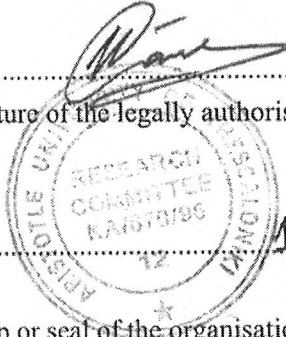
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VICE - RECTOR
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Function of the legally authorised representative

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DEAN
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Function of the first legally authorised representative

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Signature of the legally authorised representative


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Signature of the first legally authorised representative

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12.05.08
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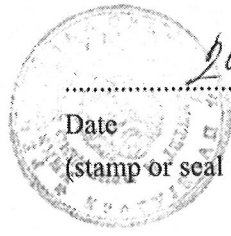


.....
DRAGOSLAV NIKEZIĆ
.....
Name of the second legally authorised representative

.....
VICE - DEAN
.....
Function of the second legally authorised representative

.....

.....
Signature of the second legally authorised representative

.....
24.09.2008
.....
Date
(stamp or seal of the organisation)



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FP7 GRANT AGREEMENT

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

STS. CYRIL AND METHODIUS UNIVERSITY-FACULTY OF SCIENCES AND MATHEMATICS SO CO SKOPJE, represented for the purpose hereof by Jordanka Mitevska, Dean, or her authorised representative, established in Former Yugoslav Republic of Macedonia, Gazi Baba bb, 1000, SKOPJE , 162 acting as its legal authorised representative, hereby consents to become a beneficiary ("beneficiary no. 5") to grant agreement no. 206809 (relating to project "CENTRE FOR PRE-CLINICAL TESTING OF ACTIVE SUBSTANCES") concluded between the Commission of the European Communities (the "Commission") and PRIRODNO-MATEMATICKI FAKULTET KRAGUJEVAC established in Serbia, RADOJA DOMANOVICA STREET 12, 34000, KRAGUJEVAC , 60 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 STS. CYRIL AND METHODIUS UNIVERSITY-FACULTY OF SCIENCES AND MATHEMATICS SO CO SKOPJE, the third being sent to the Commission by the coordinator in accordance with Articles 1.1 and 1.2 and Article 8 of the grant agreement.

Name of the legal entity

STS. CYRIL AND METHODIUS UNIVERSITY-FACULTY OF SCIENCES AND MATHEMATICS SO CO SKOPJE

For the coordinator

PRIRODNO-MATEMATICKI FAKULTET KRAGUJEVAC

JORDANKA MITEVSKA

Name of the legally authorised representative

RADOSLAV ŽIKIĆ

Name of the first legally authorised representative

DEAN

Function of the legally authorised representative

DEAN

Function of the first legally authorised representative

[Signature]

Signature of the legally authorised representative

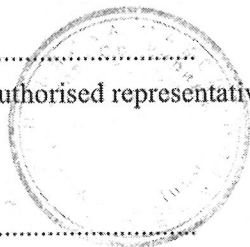
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Signature of the first legally authorised representative

05.05.2008

Date

(stamp or seal of the organisation)



DRAGOSLAV NIKEZIĆ

Name of the second legally authorised representative

VICE-DEAN

Function of the second legally authorised representative

[Signature]

Signature of the second legally authorised representative



24.04.2008

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Date
(stamp or seal of the organisation)

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Деловне сред. 18.06.2008.
Износ - 882.166,00

Применом чл. 10. и 97. Закона о научноистраживачкој делатности („Службени гласник Републике Србије“, број 110/05 и 50/06-исправак) а у вези са остваривањем Програма међународне сарадње од интереса за Републику Србију у 2008. години, уговорне стране

1. Република Србија – Министарство науке, Београд, Немањина 22-26, матични број: 17693794, ПИБ: 105002818 (у даљем тексту: Министарство),
2. Медицински факултет, Крагујевац, Светозара Марковића 69, матични број: 07345496, ПИБ: 101042779 (у даљем тексту: НИО),
3. Проф. др Дејан Баскић, запослен код НИО (у даљем тексту: Руководилац FP7 пројекта)

з а к љ у ч у ј у

У Г О В О Р
о суфинансирању научноистраживачког пројекта Седмог оквирног програма Европске уније

Члан 1.

Овим уговором се уређују права и обавезе уговорних страна у вези са суфинансирањем учешћа, истраживача запослених у регистрованој научноистраживачкој организацији у Републици Србији, у научноистраживачком пројекту “Centre for Pre-Clinical Testing of Active Substances” – акроним: CPCTAS, одобреног по Седмом оквирном програму Европске уније (у даљем тексту: Пројекат CPCTAS).

Целовит за предклиничко истраживање активних супстанци

Члан 2.

У складу са Одлуком Министарства науке Владе Републике Србије број: 451-03-328/2008-02/05 од 19. 05. 2008. године Министарство се обавезује да бруто износ од 10.736,00 (десетхиладаседамстотридесетшест) евра, у динарској противвредности обрачунатој по средњем курсу НБС на дан уплате, уплати на текући рачун НИО, сходно ликвидним могућностима буџета Републике Србије – позиција Министарства, а по могућности у року од 30 дана од дана закључења Уговора.

Члан 3.

Обавезе НИО су:

- 3.1 Да се о наменском трошењу средстава из члана 2. овог Уговора стара на начин који подразумева њихово коришћење у складу са планом и програмом реализације Пројекта CPCTAS;
- 3.2 Да средствима које је уплатило Министарство располаже на начин и у сврхе како садржи писани налог Руководиоца FP7 пројекта, од чега :
 - најмање 90% мора бити употребљено за рад на Пројекту: CPCTAS а,
 - мање од 10% за режијске и друге трошкове који су у посредној вези са Пројектом CPCTAS;
- 3.3 Да одмах, а најкасније у року од пет дана од сазнања, Министарство обавести о ненаменском трошењу средстава из члана 2. овог Уговора, или другој околности од утицаја на остваривање сврхе уговарања;
- 3.4 Да заједно са Руководиоцем FP7 пројекта сачини и у року од пет дана од пријема писаног захтева, Министарству достави периодични, а најкасније до 15. 10. 2008. године завршни извештај о коришћењу средстава која су уплаћена сходно члану 2. Уговора. Писани налози Руководиоца FP7 пројекта из тачке 3.2. су саставни део извештаја који се достављају Министарству.

Члан 4.

Обавезе Руководиоца FP7 пројекта су:

- 4.1. Да се стара о наменском трошењу средстава из члана 2. овог Уговора, под којим се подразумева њихово коришћење у складу са планом и програмом реализације Пројекта, и то тако да писаним налогом руководиоцу НИО одређује начин и сврху располагања средствима које је уплатило Министарство, а у намене из тачке 3.1. овог Уговора;
- 4.2. Да одмах, а најкасније у року од пет дана од сазнања, Министарство обавести о ненаменском трошењу средстава из члана 2. Уговора или другим околностима од утицаја на остваривање сврхе уговарања;
- 4.3. Да, заједно са руководиоцем НИО, сачини и у року од пет дана од пријема писаног захтева, Министарству достави периодични, а најкасније до 15. 10. 2008. године завршни извештај о коришћењу средстава која су уплаћена сходно члану 2. Уговора. Писани налози Руководиоца FP7 пројекта из тачке 3.2. су саставни део извештаја који се достављају Министарству.

Члан 5.

Обавеза Министарства је да покрене поступак раскида Уговора уз захтев за повраћај примљеног и накнаду штете ако НИО или Руководилац FP7 пројекта у року од десет дана од писаног упозорења Министарства, не поступи по некој од обавеза из члана 3. или 4. Уговора.

Члан 6.

На овај Уговор се примењују одредбе Закона о облигационим односима. У случају спора надлежан је Трговински суд у Београду.

Овај Уговор ступа на снагу даном потписивања од стране овлашћених лица уговорних страна.


Члан 7.

Овај уговор је сачињен у 5 (пет) истоветних примерака, од којих три (3) за Министарство, а по 1 (један) за НИО и за Руководиоца пројекта FP7.

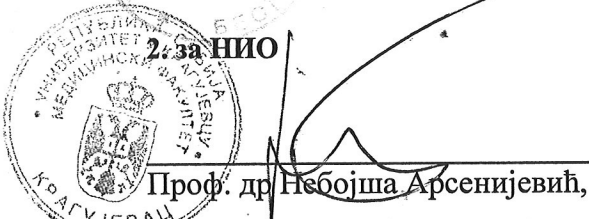
У Београду, 4. 6. 2008.
Број: 451-03-945/2008-02

УГОВОРНЕ СТРАНЕ:

1. за Министарство науке


Др Ана Пешикан, министар

2. за НИО


Проф. др Небојша Арсенијевић, декан

3. Руководилац FP7 пројекта


Проф. др Дејан Баскић