



EUROPEAN CENTRE FOR DISEASE PREVENTION AND CONTROL

Public Health Functions

GRANT AGREEMENT FOR AN ACTION

AGREEMENT NUMBER — ECDC/HERA/2021/004 ECD.12218

The European Centre for Disease Prevention and Control (hereinafter referred to as "the Centre" or "the ECDC"), represented for the purposes of signature of this Grant agreement by Director, Andrea Ammon,

on the one part,

and

National Institute of Public Health (NIPH)/ Státní zdravotní ústav (SZU)

Public body

Official registration No: 75010330

Srobarova 49/48, Prague 10, 100 00 Czech Republic

VAT number: CZ75010330

hereinafter referred to as "the beneficiary", represented for the purposes of signature of this Agreement by Director, [REDACTED]

on the other part,

HAVE AGREED

to the Special Conditions (“the Special Conditions”) and the following Annexes:

- Annex I Description of the action (Invitation to submit applications – GRANT/2021/PHF/23776, Questions and Answers document, and submitted application dated 12/07/2021)
- Annex II General Conditions (“the General Conditions”)
- Annex III Estimated budget
- Annex IV a) Model interim progress report
b) Model final technical report
- Annex V Model financial statement
- Annex VI Model terms of reference for the certificate on the financial statements: not applicable
- Annex VII Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable.
- Annex VIII Model terms of reference for the operational verification report: not applicable
- Annex IX Model Request for Payment

which form an integral part of the Agreement.

The provisions in the Special Conditions of the Agreement take precedence over its Annexes.

The provisions in Annex II "General Conditions" take precedence over the other Annexes.

SPECIAL CONDITIONS

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ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

The ECDC has decided to award a grant under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the *action* entitled **Enhancing Whole Genome Sequencing (WGS) and/or Reverse Transcription Polymerase Chain Reaction (RT-PCR) national infrastructures and capacities to respond to the COVID-19 pandemic in the European Union and European Economic Area** as described in Annex I.

By signing the Agreement the beneficiary accepts the grant and agrees to implement the action, acting on its/their own responsibility.

ARTICLE I.2 – ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT

I.2.1 The Agreement enters into force on the date on which the last party signs it.

I.2.2 The *action* runs from 03 September 2021 until 30 September 2022.

ARTICLE I.3 – MAXIMUM AMOUNT AND FORM OF GRANT

I.3.1 *The maximum amount of the grant* is EUR 3,065,518.

The action is co-financed by the Centre and the beneficiary/ beneficiaries:

- the beneficiary shall contribute to the action by a minimum of 10% of the estimated eligible costs of the action;
- the Centre shall contribute to the action up to a maximum of 90% of the estimated eligible costs of the action.

I.3.2 The grant takes the form of:

- (a) reimbursement of up to 90% of the eligible costs of the *action* ("reimbursement of eligible costs"), which are estimated at EUR 3,406,131 and which are:
 - (i) actually incurred ("reimbursement of actual costs") for the listed categories of costs in Article I.10 for the beneficiary and the affiliated entities.
 - (ii) reimbursement of unit costs: not applicable
 - (iii) reimbursement of lump sum costs: not applicable
 - (iv) reimbursement of flat-rate costs of 7% of the eligible direct costs ("flat-rate cost")
 - (v) reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices: not applicable
- (b) unit contribution: not applicable

- (c) lump sum contribution: not applicable
- (d) a flat-rate contribution: not applicable
- (e) financing not linked to costs: not applicable.

ARTICLE I.4 – REPORTING, REQUESTS FOR PAYMENTS AND SUPPORTING DOCUMENTS

I.4.1 Reporting periods

Not applicable.

I.4.2 Request for a second pre-financing payment and supporting documents

The beneficiary must submit a request for a second pre-financing payment, under the condition that at least 70% of the first pre-financing payment was consumed.

The request must be accompanied by the following documents:

- (a) a progress report on the implementation of the *action* ('interim progress report');
- (b) a statement on the amount of the previous pre-financing instalment used to cover costs of the *action* ('statement on the use of the previous pre-financing instalment'). The statement must be drawn up in accordance with Annex V.

I.4.3 Request for interim payment and supporting documents

Not applicable

I.4.4 Request for payment of the balance and supporting documents

The beneficiary must submit a request for payment of the balance within 30 calendar days following the end of the last reporting period.

This request must be accompanied by the following documents:

- (a) a final report on implementation of the *action* ('final technical report'), drawn up in accordance with Annex IV, containing:
 - (i) the information needed to justify the eligible costs declared ;
 - (ii) information on subcontracting as referred to in Article II.11.1(d);

- (b) a "final financial statement"

The final financial statement must include a consolidated statement and a breakdown of the amounts claimed by the beneficiary and if applicable its affiliated entities.

The final financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex III and in accordance with Annex V and detail the amounts for the applicable forms of grant set out in Article I.3.2 for the last reporting period;

- (c) a "summary financial statement"

This statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by the beneficiary and if applicable its affiliated entities, aggregating the financial statements already submitted previously and indicating the revenue, if any, generated by the *action* referred to in Article II.25.3 for the beneficiary and its affiliated entities other than non-profit organisations.

The summary financial statement must be drawn up in accordance with Annex V;

- (d) a certificate on the financial statements and underlying accounts ('certificate on the financial statements').

The certificate must certify that the costs declared in the final financial statement by the beneficiary concerned and if applicable its affiliated entities for the categories of costs reimbursed in accordance with Article I.3.2 are real, accurately recorded and eligible in accordance with the Agreement.

In addition, the certificate must certify that all the revenues generated by the *action* referred to in Article II.25.3 have been declared for the beneficiary and if applicable its affiliated entities other than non-profit organisations.

The beneficiary shall submit such a certificate with all the actual costs, including the costs if applicable of its affiliated entities, as referred to in Article I.3.2. This certificate must be produced by an approved external auditor or, in case of public bodies, by a competent and independent public officer.

I.4.5 Information on cumulative expenditure incurred

Not applicable.

I.4.6 Currency for requests for payment and financial statements and conversion into euro

Requests for payment and financial statements must be drafted in euros.

The beneficiary and if applicable its affiliated entities with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union* (available at [REDACTED] determined over the corresponding reporting period.

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion must be made at the average of the monthly accounting rates established by the European Commission and published on its website [REDACTED] determined over the corresponding reporting period.

The beneficiary and if applicable its affiliated entities with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

I.4.7 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements must be submitted in English.

ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS

I.5.1 Payments to be made

The Centre must make the following payments to the beneficiary:

- a first pre-financing payment;
- a second pre-financing payment, on the basis of the request for the second pre-financing payment referred to in Article I.4.2;
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

I.5.2 Pre-financing payments

The aim of the pre-financing is to provide the beneficiary with a float. The pre-financing remains the property of the Centre until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

The Centre must make a first pre-financing payment of 60% of the maximum amount indicated in Article I.3.1, EUR 1,839,311 to the beneficiary within 30 calendar days from the entry into force of the Agreement, except if Article II.24.1 applies.

The Centre must make a second pre-financing payment of 30% of the maximum amount indicated in Article I.3.1, EUR 919,655 to the beneficiary within 60 calendar days from when the Centre receives the request for second pre-financing payment referred to in Article I.4.2, except if Article II.24.1 or II.24.2 apply.

I.5.3 Interim payment

Not applicable.

I.5.4 Payment of the balance

The payment of the balance reimburses or covers the remaining part of the eligible costs and contributions for the implementation of the *action*.

If the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance takes the form of a recovery as provided for by Article II.26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25, the Centre must pay the balance within 60 calendar days from

when it receives the documents referred to in Article I.4.4, except if Article II.24.1 or II.24.2 apply.

Payment is subject to the approval of the request for payment of the balance and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

The Centre determines the amount due as the balance by deducting the total amount of pre-financing and interim payments (if any) already made from the final amount of the grant determined in accordance with Article II.25.

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to the Centre or to an executive agency (under the EU or Euratom budget), up to the *maximum amount of the grant*.

I.5.5 Notification of amounts due

The Centre must send a *formal notification* to the beneficiary:

- (a) informing it of the amount due; and
- (b) specifying whether the notification concerns a further pre-financing payment, an interim payment or the payment of the balance.

For the payment of the balance, the Centre must also specify the final amount of the grant determined in accordance with Article II.25.

I.5.6 Interest on late payment

If the Centre does not pay within the time limits for payment, the beneficiary is entitled to late-payment interest at the rate applied by the European Central Bank for its main refinancing operations in euros ('the reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

Late-payment interest is not due if a beneficiary is a Member State of the Union (including regional and local government authorities and other public bodies acting in the name of and on behalf of the Member State for the purpose of the Agreement).

If the Centre suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payment as provided for in Article II.24.1, these actions may not be considered as cases of late payment.

Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article I.5.8. The Centre does not consider payable interest when determining the final amount of grant within the meaning of Article II.25.

As an exception to the first subparagraph, if the calculated interest is lower than or equal to EUR 200, it must be paid to the beneficiary only if the latter requests it within two months of receiving late payment.

I.5.7 Currency for payments

The Centre must make payments in euros.

I.5.8 Date of payment

Payments by the Centre are considered to have been carried out on the date when they are debited to its account.

I.5.9 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- (a) the Centre bears the costs of transfer charged by its bank;
- (b) the beneficiary bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

I.5.10 Payments to the beneficiary

The Centre must make payments to the beneficiary.

Payments to the beneficiary discharge the Centre from its payment obligation.

ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS

All payments must be made to the beneficiary's bank account denominated in euro as indicated below:

Name of bank: Ceska narodni banka

Precise denomination of the account holder: National Institute of Public Health / Státní zdravotní ústav

IBAN code: CZ68 0710 0001 2300 0173 0101

ARTICLE I.7 — DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES

I.7.1 Data controller

The entity acting as a data controller as provided for in Article II.7 is the Centre.

I.7.2 Communication details of the Centre

Any communication addressed to the Centre shall be sent to the following address:

ECDC

Attn: [REDACTED]

Gustav III:s boulevard 40

169 73 Solna, Sweden

Email: [REDACTED]

I.7.3 Communication details of the beneficiary

Any communication from the Centre to the beneficiary must be sent to the following address:

[REDACTED]
Head of Legal Department
National Institute of Public Health (NIPH) / Státní zdravotní ústav (SZU)
Srobarova 49/48, Prague 10, 100 00 Czech Republic
Email address: [REDACTED]

ARTICLE I.8 — ENTITIES AFFILIATED TO THE BENEFICIARY

The following entities are considered as affiliated entities for the purpose of the Agreement:

- Public Health Institute Ostrava
- Public Health Institute Usti nad Labem
- Faculty of Science, Charles University
- Institute of Molecular Genetics of the Czech Academy of Sciences
- Biology Centre, Czech Academy of Sciences
- Centre for Infectious Animal Diseases in Czech University of Life Science Prague
- The Institute of Molecular and Translational Medicine

ARTICLE I.9 — OBLIGATION TO CONCLUDE AN INTERNAL COOPERATION AGREEMENT

Not applicable.

ARTICLE I.10 — ELIGIBILITY OF COSTS

By way of derogation from Article II.19.2, the direct cost considered as eligible under this Agreement, provided that they satisfy the eligibility conditions set out in Article II.19.1, are the following:

1. points (a), (d), (f) of Article II.19.2
2. point (h) of Article II.19.2 with the following exception : the value added tax (VAT) is considered as an ineligible costs in case the activities described in Annex I are carried out by a non-taxable entity¹

¹ Activities engaged in as a public authority by the beneficiary where it is a Member State, regional or local government authority or another body governed by public law.

3. the full cost of purchase of equipment subject to the following conditions²:
 - i) in accordance with the usual purchasing practices of the beneficiary; and
 - ii) provided that the contract is awarded to the tender offering best value for money or, as appropriate, to the tender offering the lowest price; and
 - iii) avoiding any *conflict of interests*.
4. the costs related to audits.

ARTICLE I.11 — ADDITIONAL PROVISIONS

Article II.12 shall not apply.

SIGNATURES

For the beneficiary

Director,



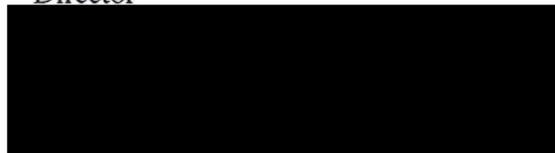
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Done at _____, on _____

In duplicate in English

For the ECDC

Director



Date: 2021-09-07 14:19:45 UTC

Signature: _____

Done at Solna, on _____

² The full cost of purchase of equipment is eligible as this is justified by the nature of the action and the context of the use of the equipment.

