

## **EIT Health**

### **Annex 2 – Higher Education Initiative (HEI)**

#### **Project Grant Agreement (PGA)**

### **250072 Driving Innovation Towards Solutions for Precision Medicine (InnovPrecMed)**

HE EIT HEI PGA Version: April 2025

This HEI Project Grant Agreement, hereinafter referred to as the “PGA”, shall have the effective date as of **01 April 2025** and is entered into by and between:

**Legal entity of Knowledge and Innovation Community EIT Health:** EIT Health e.V., with registered office at Mies-van-der-Rohe-Straße 1C, 80807 München, Germany, hereinafter referred to as “KIC LE”;

and

0962 Mendelova univerzita v Brně who will act as the “Project Leader”;

and

0702 Univerza v Ljubljani

0906 Ludwig Boltzmann Gesellschaft – Österreichische Vereinigung zur Förderung der wissenschaftlichen Forschung

0963 FH OÖ Forschungs & Entwicklungs GmbH

0964 Lightly Technologies

0965 Pancrevo SRL

0966 Biologické centrum AV ČR, v.v.i.

0967 European Information Technologies Certification Institute ASBL

0968 KP Therapeutics (Europe) s.r.o

Hereinafter, jointly or individually, referred to as “Recipients” or “Recipient”;

KIC LE and Recipients hereinafter, jointly or individually, referred to as “Parties” or “Party”;

Relating to the HEI Project entitled 250072 Driving Innovation Towards Solutions for Precision Medicine (InnovPrecMed), hereinafter referred to as “Project”;

Whereas:

The Recipients have successfully submitted the Project including its Innovation Vision Action Plan (“IVAP”) for financial support under the EIT Higher Education Initiative (“EIT HEI Initiative”) Call for Proposals 2024 (“Call” or “EIT Higher Education Initiative Call for Proposals 2024”, the Project including IVAP submitted also the “Proposal” or “Project Proposal”) launched by the EIT in line with its Strategic Innovation Agenda (“SIA”) 2021-2027 under the EU Horizon Europe 2021 – 2027 (“HE”) programme with the Call providing for two (main) phases of the Project (each a “Phase”), i.e.

- Phase 1 (“Phase 1”): 1 April 2025 – 31 December 2025
- Phase 2 (“Phase 2”): 1 January 2026 – 30 April 2027

with Phase 2 being broken down, for the of purposes of activities, Key Performance Indicators (KPIs) and budget planning, into two parts over the two calendar years it encompasses, as follows:

- Phase 2a (“Phase 2a”): 1 January 2026 – 31 December 2026 (12 months)
- Phase 2b (“Phase 2b”): 1 January 2027 – 30 April 2027 (4 months)

Specific subgrants may be awarded by EIT to the KIC LE in accordance with and subject to the terms and conditions of the HEI Cross-KIC Grant Agreements (“GA”);

Each Recipient, has entered into a Financial Support Agreement (“FSA”) with the KIC LE, laying down the contractual arrangements between the Parties regarding their respective rights and obligations for the implementation by the Recipient of the Project, transposing to the extent needed the provisions of the GA.

In this PGA, the Parties wish to lay down the additional contractual arrangements between them, supplementing the FSA, regarding the Project in which the Recipients are involved, and regarding part of the financial support to be received in respect of the Project, that will be performed by the Recipients in accordance with this PGA and to further specify certain rights and obligations pertaining to them. This PGA is to be understood as the PGA, as defined in the FSA.

The Parties therefore acknowledge and agree that the performance of their rights and obligations shall be governed by and be subject to (in the order of priority) (a) the EIT HEI FSA, (b) This EIT HEI PGA (c) the EIT-KIC HEI Grant Agreement, and, if the Project extends beyond 2025 pursuant to the provisions of this Agreement, the Grant Agreement(s) governing the period of such extension (collectively including the EIT-KIC HEI Grant Agreement, the “HE Grant Agreements”), (d) the EIT Higher Education Initiative Call for Proposals 2024 and (e) the European Union (EU) Horizon Europe legal framework governing EU grants including Horizon Europe Rules for Participation[1] and respective eligibility criteria[2], in each case as amended or substituted from time to time .

Now, therefore, it is hereby agreed as follows:

## Article 1. Definitions

## 1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules of Participation for Horizon Europe or in the PGA, FSA, including its Annexes.

## 1.2 Additional Definitions

**“Affiliated Entity”** shall mean a legal entity as defined in Article 187 of the EU Financial Regulation 2018/1046.

**“Authorised Representative”** shall mean the person or persons duly authorised to sign this PGA, including its Annexes, on behalf of a Party.

**“Defaulting Party”** shall mean a Party which is in breach of this PGA as specified in Article 3.2.6 of this PGA.

**“Effective Date”** shall mean the date referenced above.

**“EIT Grant”** shall mean the financial contribution from the EIT to the KIC LE under the **HEI Cross-KIC Grant Agreement “GA”**, available [here\[3\]](#), or subsequent grant agreements.

**“Financial Support Agreement”** or **“FSA”** shall mean the agreement between KIC LE and the Recipients, laying down the contractual arrangements between them regarding their respective rights and obligations for the implementation by the Recipients of Projects, transposing to the extent needed the provisions of the GA.

**“Grant Management System”** or **“GMS”** shall mean the official grant management system of KIC EIT Health.

**“EIT Health Implementation Handbook[4]”** shall mean the document of the EIT Health providing background information and guidance on the non-Project specific processes to monitor the recipient of financial support or the implementation of the Project and specific EIT Health processes.

**“EIT HEI Handbook[5]”** shall mean the document of the EIT HEI Initiative providing background information and guidance on the processes to monitor the recipient of financial support or the implementation of the Project.

**“KIC EIT Health”** shall mean a large scale institutionalised European partnership, as referred to in the Horizon Europe Regulation, of higher education institutions, research organisations, companies, and other stakeholders in the innovation process in the form of a strategic network, regardless of its precise legal form, based on joint mid- to long-term innovation planning to meet the EIT challenges and contribute to attaining to the objectives established under the Horizon Europe Regulation in the field of Health.

**“Project”** shall mean the EIT Higher Education Initiative and the Project actions contributing to the EIT-KIC HEI Grant Agreement, which the Recipient shall implement, as described and available in the Grant Management System.

**“Project Leader”** shall mean the Activity Leader in the Project that monitors and coordinates progress of the Project in accordance with Article 6.2 of this PGA.

**“Project Plan”** shall mean the plan for the Project, which contains and describes the Recipient acting as the Project Leader, the other Recipients (consortium members) and, if any, for that Project, the Project budgets the milestones, decision points, deliverables, and KPI's per Project, and other data relevant to such Project, as available in the Grant Management System.

**“Third Party Receiving Financial Support”** shall mean a Recipient of financial support to third parties, in the form of grants, subgrants, prizes or similar forms of support as described in Article 9.4 and Annex V of the GA[1].

## Article 2. Purpose

The purpose of this PGA is to lay down the additional contractual arrangements between the Parties, supplementing the FSA, regarding the Project in which the Recipients are involved, with the exception of the contractual arrangements between the Recipients in a consortium agreement regarding the ownership of Results and Access Rights as further described in Article 8 of this PGA, and regarding the Project that will be performed by the Recipients and third parties, in accordance with this PGA and to further specify certain rights and obligations pertaining to them in respect thereof concerning inter alia governance of the Project, liability, and dispute resolution.

## Article 3. Entry into force, duration and termination

### 3.1 Entry into force

An entity becomes a Party to this PGA upon signature of this PGA by an Authorised Representative.

This PGA shall have effect from the Effective Date identified at the beginning of this PGA.

An entity, being a Recipient or an Affiliated Entity linked to a Recipient, becomes a new Party to this PGA after the necessary approvals and the accession of new Recipient are obtained by the Project Leader, as required in accordance with Article 6.2.1 c. of this PGA, and upon signature of the accession document (Annex 2.1) by an Authorised Representative of the new Party and the KIC LE. Such accession shall have effect from the date identified in the accession document. It being understood that the costs of the acceding Parties to this PGA shall be eligible as of the date identified in the accession document. However, the costs of the acceding Parties being already Recipients on the Effective Date are eligible as of the Effective Date.

### 3.2 Duration and termination

#### 3.2.1

This PGA is entered into on the suspensive condition that the Recipient:

- a. Signs the FSA with the KIC LE; and
- b. When an Affiliated Entity, is linked to the Recipient, the Affiliated Entity signs Annex 5 of the FSA with the KIC LE.

#### 3.2.2

This PGA shall continue in full force and effect until fulfilment of all obligations undertaken by the Parties for the Project under the FSA relevant for the Project and under this PGA.

However, this PGA or the participation of one or more Parties to it may be terminated in accordance with the terms of this PGA.

#### 3.2.3

If the Partnership Agreement ("PA") or the GA (i) is not signed by the EIT or the KIC LE, or (ii) is terminated by the EIT or the KIC LE, the KIC LE may, upon notice, with immediate effect terminate this PGA, subject to the provisions surviving the expiration or termination under Article 3.3 of this PGA.

#### 3.2.4 Breach

In the event that a Recipient is in breach of its obligations under this PGA or the FSA (e.g. improper implementation of the Project), the KIC LE, acting on behalf of the non-defaulting Parties will give formal notice to such Party requiring that such breach will be remedied within 14 calendar days of receipt of such formal notice to the Recipient, unless such breach cannot be remedied.

If such breach is substantial and is not remedied within that period or, is not capable of remedy, the KIC LE, acting on behalf of the non-defaulting Parties may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation in the Project and thus withdrawal of funds.

For the avoidance of doubt, reference is also made to the provisions of Articles 3, 4, and 7 of the FSA.

Before terminating the Project for the reason above, the KIC LE shall, to the extent appropriate consult with the other Recipients involved in the Project.

#### 3.2.5 Phases

The Recipients acknowledge and agree (a) that the Project consists of two (2) phases ("Phase 1" and "Phase 2") with Phase 2 consisting of two sub-phases (2a and 2b) as further set out in Annex 2.2 hereto, (b) that the extension of the Project from Phase 1 into Phase 2, and within Phase 2 from sub-phase 2a to sub-phase 2b, (each a "Phase 2 Extension") shall be subject to certain criteria being fulfilled as further set out in Annex 2.2 hereto, and sufficient monies for Funding to the Project being made available by the EU including the EIT under the GA 2026-2027/8 or otherwise, in each case as may be decided by KIC LE and/or the EIT in their sole and unfettered discretion. The Recipients shall provide to KIC LE all information required to properly assess fulfilment of the Phase 2 Extensions criteria as well as all information reasonably requested by the KIC LE for fostering the continuation of the EIT Higher Education Initiative and the Project beyond 2025. The Phase 2 Extensions, if any, shall be recorded in a formal protocol or amendment to this PGA.

### 3.3 Survival of rights and obligations

The provisions relating to liability (Article 5), applicable law (Article 10.7) and settlement of disputes (Article 10.8) shall survive the expiration or termination of this PGA.

Termination shall not affect any rights or obligations of a Recipient leaving the Project incurred prior to the date of termination, unless otherwise stipulated in or agreed between the Parties. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

For the avoidance of doubt, termination shall not affect any surviving rights or obligations of Recipients as stipulated by or in the consortium agreement that the Recipients should enter or have entered into.

## **Article 4. Responsibilities of Parties**

### **4.1 Proper implementation of the Project**

In accordance with the Articles 4.2 and 4.3 of the FSA, the Recipients must implement the Project as described in the relevant "Project Plan". They have joint and several liability towards KIC LE for the implementation of the Project.

#### **4.1.1**

Procedure of making observations once the Recipients concerned shall be notified of such decision by the KIC LE, requesting such Recipient(s) to provide their observations within 30 days of receiving the notification.

If no observations are submitted, or KIC LE decides to pursue its decision despite the observations it has received, KIC LE's decision shall be final.

### **4.2 Obligation to keep data in the Grant Management System up to date**

Recipients must comply with Articles 12.1.2 and 12.1.3 of the FSA.

### **4.3 Involvement of third parties: Subgranting /Recipients of further financial support to third parties**

Where implementation of part of the Project requires financial support to be given to third parties instead of being paid in full by a Recipient, the Recipient may give such financial support on the following conditions:

- a. In accordance with the description in the Project Plan;
- b. If the third parties receiving financial support are further described in Annex 2.1 - Accession document to this PGA;
- c. In accordance with the EIT HEI Handbook, as stipulated in Article 4.4.1 of the FSA.

The maximum amount of the financial support shall not exceed 60,000 EUR for each third party per reporting period of 18 months.

The financial support to a third party shall be covered by a written agreement substantially in conformance with the template provided by the KIC LE for this purpose.

Towards the KIC LE, the Recipient shall remain the sole responsible party with respect to the part of the financial support received by it, and the third party shall have no rights or claims to be enforced against the KIC LE.

## **Article 5. Liability towards each other**

### **5.1 No warranties**

In respect of any information or materials (e.g. Results and Background) supplied by one Recipient to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore:

- a. The Recipient shall in all cases be entirely and solely liable for the use to which it puts such information and materials; and
- b. No Recipient granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Recipient (or its Affiliated Entities) exercising its Access Rights.

### **5.2 Limitations of contractual liability**

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act, gross negligence or a breach of confidentiality or of the Recipient's

obligations arising from Article 5.5 of this PGA.

The terms of this PGA shall not be construed to amend or limit any Party's liability towards the EIT or statutory liability.

### 5.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this PGA or, as far as Recipients are concerned, from their use of Results or Background.

### 5.4 Force Majeure

No Party shall be considered to be in breach of this PGA if it is prevented from fulfilling its obligations under the PGA by Force Majeure.

Each Party will notify the KIC LE and the Project Leader of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within six weeks after such notification, the transfer of tasks and subgrants, if any, shall be decided by the Recipients together with the KIC LE.

Compensation claims shall be excluded in case of Force Majeure or any restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorization if a Party uses reasonable efforts to fulfil its tasks properly and on time.

### 5.5 Recovery Action

Where the KIC LE has a right of recovery under Article 7.4 of the FSA, the following shall apply:

- a. Recipient shall take all actions and shall cooperate with KIC LE for complying with the requirements of the KIC LE under any such recovery action.
- b. Recipient shall indemnify and hold the KIC LE harmless from and against all expenses, costs and damages that result from or arise out of any such recovery action, to the extent such costs and damages have been caused by the concerned Recipient.

## Article 6. Governance structure

### 6.1 Set-up of governance

The Recipients shall set up an efficient internal project organization and governance structure for the Project, which structure shall not be in conflict with the provisions of the FSA. At the latest at the Effective Date, the Project Leader shall notify the KIC LE of the structures and processes agreed upon between the Recipients, and the Project Leader shall notify the KIC LE of any changes thereto immediately.

### 6.2 Project Leader

The Project Leader is the legal entity acting as the intermediary between the Recipients and the KIC LE and is the first point of contact for the KIC LE regarding the Project, its progress and its participants.

#### 6.2.1

The Project Leader shall, in addition to its responsibilities as a Party, perform the following tasks:

- a. Monitoring compliance by the Recipients with their obligations under this PGA; and in particular:
  - i. Overall project performance and the execution of decisions taken by the governance bodies of the Project; and
  - ii. Compliance of the Recipients with the guidelines issued by the KIC LE's management team to provide reports and regular updates on the reports, in its EIT HEI Handbook and per Article 6.8 of this PGA.
- b. Collecting from the Recipients:
  - i. Information on technical progress; and
  - ii. An explanation of the use of recourses (or detailed cost reporting table, if required), as referred to in Article 21.2 of the GA<sup>1</sup>;
- c. Reviewing such collected information regarding technical progress reports on consistency;
- d. Monitoring the effective and efficient implementation of the Project;
- e. Submitting reports (in particular technical progress reports) and specific requested documents to the KIC LE;
- f. Keeping the address list of the Recipients and other contact persons updated and available;

- g. Transmitting promptly documents and information connected with the Project;
- h. Attending the Project meetings by a representative in person at a time and location specified well in advance by the KIC LE;
- i. Informing without undue delay KIC LE in writing of any changes in the consortium of Recipients involved in the Project, be it the accession of new Recipients or the exiting of existing Recipients, always taking into account the provisions of the FSA, transposing the provisions of the GA in this respect; and
- j. Ensuring that the necessary approvals regarding the accession of new Recipients or the exiting of existing Recipients in the Project (i.e. the validation of new Recipients) are obtained from the other Recipients in the consortium.

### 6.2.2

If one or more of the Recipients is late in submission of any of the information referred to in Article 6.2.1 of this PGA, or any other Project deliverable, the Project Leader may nevertheless submit the other Recipients' Project deliverables and all other documents required by the FSA, transposing the provisions of the GA to the KIC LE in time.

## 6.3 Replacement of the Project Leader

If the Project Leader fails in its tasks, the KIC LE may propose to the other Recipients to replace the Project Leader with another Recipient.

## 6.4 Acting on behalf of other Parties

The Project Leader shall not be entitled to act or to make legally binding declarations on behalf of any other Party, unless explicitly stated otherwise in this PGA.

## 6.5 Limitation of the Role of the Project Leader

The Project Leader shall not enlarge its role beyond the tasks specified in this PGA.

## 6.6 Cooperation with the Project Leader

The Recipients shall co-operate with the Project Leader and with the KIC LE to provide all information as is required to fulfil the reporting obligations towards the KIC LE and the EIT. The Recipients shall report on the progress of the action in accordance with Article 6 of the FSA. The Recipients and the Project Leader shall further comply with the guidelines issued by the KIC LE's Strategic Management Team and the conditions further set out in Article 6 of the FSA, to provide reports and shall provide regular updates on the reports regarding technical progress and financial aspects in accordance with these guidelines, as agreed with the legal representatives of the Recipients.

## 6.7 Specific monitoring and evaluation principles

In accordance with the Article 6.2 of the FSA, each Recipient agrees to comply with the specific monitoring and evaluation principles as set out herein and as further detailed in the EIT HEI Handbook. The Parties agree to implement a cost control mechanism and mutual insurance mechanism, as follows:

### 6.7.1 Cost Control Mechanism

Each Recipient acknowledges that the KIC LE has the right to request from selected Recipients through a risk assessment process to report their costs on a six-month basis.

This interim cost report or cost check will be used for a cost sampling followed by cost control, (i.e. ensuring sampled costs have been incurred in compliance with Article 6 of the GA, as transposed in Article 5.3 of the FSA).

In order for KIC LE to be able to exercise its right of control as described in this Article 6.7, the Recipients will provide further information and supporting documents, if requested by KIC LE.

Each Recipient acknowledges that, as a result of the cost control, some costs might be declared ineligible by the KIC LE.

### 6.7.2 Mutual Insurance Mechanism (MIM)

Each Recipient agrees that the KIC LE will retain a share of the financial support for each Recipient for the Project to contribute to a guarantee fund, hereinafter referred to as the "MIM", to cover the risk of financial loss for the KIC LE in case of unsuccessful recovery actions towards Recipients. Contributions to the MIM will be released at the earliest after the interim report by EIT of the EIT-KIC HEI Grant Agreement 2023-2025 or at the latest after the final report by EIT of the EIT-KIC HEI Grant Agreement 2023-2025 has been evaluated by EIT.

The MIM will be administered by a dedicated function in the KIC LE.

Further arrangements regarding the administration of the MIM and the release of the contributions to the MIM to the Recipients will be notified by KIC LE to the Recipients in due time.

## 6.8 Specific reporting principles

### 6.8.1

Each Recipient shall provide impact related data to the KIC LE up to five years after the end of the Project or any longer period if required by EIT under the GA<sup>1</sup>.

### 6.8.2

Each Recipient shall comply with the reporting requirements as set out in EIT HEI Handbook, Article 6.8 of this PGA.

### 6.8.3 Project Progress/KPI Reporting and Reviewing

The Recipients shall provide the necessary information, allow for and facilitate a regular Project by KIC LE, EIT or any other competent EU body. Without prejudice to the generality of the foregoing, the Recipients shall submit to KIC LE a report on the status, progress and forecast of the Project, with special emphasis being put on the Project being on time, on budget, in scope, and proactively report any other development, data or information which may be reasonably expected to be delivered as to enable KIC LE to evaluate the Project, its progress review, achievements and prospects. Full reporting guidelines, timeline, templates and instructions will be provided to the Project Leader.

KIC LE shall have the right to request information in addition to what is included in the reporting guidelines and instructions, conduct Project reviews (including convening Project re-view meetings and tele-conferences) and take such other measures as it may reasonably deem fit to satisfy itself of the Project progress and compliance with applicable rules, regulations and budgets.

### 6.8.4 Phase 2 Extension Report

The Recipients shall submit, not later than within one month from the end of Phase 1 or any other date requested by KIC LE, a full report summarising the activities and results from Phase 1 and allowing KIC LE to properly assess extension of the Project into Phase 2 (subject to section the main body of this PGA).

### 6.8.5 Ad hoc Report

The Recipients shall submit a report in case of an event referred to under clause 7.1 lit. b EIT HEI Project Grant Agreement and/or as may be reasonably required by KIC LE.

## Article 7. Financial provisions

### 7.1 General principles

#### 7.1.1 Distribution of Financial Contribution

The financial contribution of KIC LE to the Project shall be distributed by the KIC LE in accordance with the eligible cost as set out in the financial statements of the individual Recipients, however, subject to:

- a. The approval of these financial statement by the KIC LE; and
- b. The provisions of payment in Article 7.3 of this PGA.

Recipients shall receive financial contributions only for its tasks carried out in accordance with the Project Plan.

Each Recipient acknowledges and agrees that the only costs eligible for financial support are those as described in Article 6 of the GA, as transposed in Article 5.3 of the FSA. Furthermore, each Recipient is aware that it must keep the records and the original documents supporting the costs declared in accordance with Article 20.1 of the GA, as transposed in Article 12 of the FSA.

#### 7.1.2 Substantiating costs

In accordance with its own usual accounting and management principles and practices, each Recipient shall be solely responsible for substantiating its costs with respect to the Project, if required with original supporting documents. Neither the Project Leader nor any of the other Parties shall be in any way liable or responsible for such substantiation of costs towards EIT.

#### 7.1.3 Financial support principles

A Recipient which spends less than its allocated share of the budget as set out in the Project Plan or, in case of reimbursement via unit costs, implements less units than foreseen in the Project Plan, will receive financial support in accordance with its actual duly spent eligible costs only.

During the term of this PGA, the KIC LE has the right to review the allocation of the financial support. In the event that a Recipient spends less than its



allocated share of the budget, the KIC LE can decide to reallocate the financial support.

A Recipient that spends more than its allocated share of the budget as set out in the Project Plan will receive financial contributions only in respect of duly spent eligible costs up to an amount not exceeding that share.

#### **7.1.4 Financial Consequences of the termination of the participation of a Party**

A Recipient leaving the Project shall refund all payments it has received except the amount of contribution accepted by KIC LE for the costs declared eligible. Furthermore, a Defaulting Party shall, within the limits specified in Article 5.2 of this PGA, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

#### **7.1.5 Reimbursement rate**

##### **7.1.5.1**

In case the total cost of the Project of any individual Recipient in the Project is lower than the Project budget, first the full co-funding budget will be allocated, and the remainder will be allocated from the initial allocation of financial support budgeted. In case the total cost of the Project of any individual Recipient in the Project is higher than the Project budget, first the full initial allocation of financial support budgeted will be allocated to the respective Recipient and the remainder will be allocated as co-funding.

##### **7.1.5.2**

Recipients are not allowed to reduce the amount of their co-funding in the Project, unless agreed upon by KIC LE.

##### **7.1.5.3**

In case the co-funding rate of the Project is not met in the final cost report by the Recipients involved in the Project, corrections (by recovery or reductions of their financial support) will be applied by KIC LE to the Recipients who caused the funding rate not being met. The liability of the Recipients under this Article is several and jointly.

##### **7.1.5.4**

The funding for the Project and its allocation to Phases 1 and/or 2 (with Phase 2 always being subject to the Phase 2 Extensions as per Annex 2.2), to the Recipients and activities, contributions by Recipients or third parties ("Co-Funding"), if any, and other relevant information are set out in the GMS.

### **7.2 Budgeting**

The Project budget set out in the Project Plan and available in GMS, shall be valued in accordance with the usual accounting and management principles and practices of the respective Recipients.

### **7.3 Payments**

#### **7.3.1**

Payments to Recipients are the exclusive tasks of the KIC LE. In particular, the KIC LE shall:

- a. Notify the Recipient concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references; and
- b. Inform the Project Leader of all payments made in this respect, for the purpose of the Project Leader's administration tasks set out in Article 6.2.1 of this PGA.

#### **7.3.2**

The Recipient may receive pre-financing from KIC LE upon completion of the conditions set out in the Payments section of the EIT Health Handbook, located [here](#).

#### **7.3.3**

The balance payment of the financial support shall be made in accordance with Article 7 of the FSA, based on the assessment of the year N-1 financial statements and the results of the Cost Control Mechanism implemented by KIC LE in addition to the Certified Financial Statement (CFS) mechanism for the Recipients above a certain threshold.

#### **7.3.4**

Payment by the KIC LE to Recipients hereunder, shall be made in accordance with Article 7.3 of the FSA.

## **Article 8. Consortium agreement**

Recipients shall enter into a consortium agreement in order to specify or supplement binding commitments among themselves in addition to the provisions of the PGA and FSA, transposing the provisions of the GA, in particular with respect to ownership of Results and Access Rights.

## **Article 9. Financial sustainability**

The Recipients acknowledges that the KIC LE has a financial sustainability strategy including diversified revenue streams. The Recipients commit to contribute to the financial sustainability strategy elaborated by the KIC LE.

The Recipients shall comply with its obligations regarding financial sustainability as further described in more details in the relevant agreements, in accordance with applicable law, pertaining to financial sustainability between KIC LE or any of its Affiliated Entities and the Recipients.

## **Article 10. Miscellaneous**

### **10.1 Annexes, inconsistencies and severability**

This PGA consists of this core text

Annex 2.1 - Accession document

Annex 2.2 Phases and Phase 2 Extension Criteria

In case the terms of this PGA on the one hand are in conflict with the terms of the FSA, transposing the provisions of the GA on the other hand, the terms of the latter shall prevail. In case of conflicts between the attachment and the core text of this PGA, the latter shall prevail.

For the avoidance of doubt, in case of conflict between the terms of this PGA and the terms of the Consortium Agreement, if any, between the Recipients, the terms of this PGA shall prevail.

Should any provision of this PGA become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this PGA. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

### **10.2 No representation, partnership or agency**

No Party shall be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this PGA shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

### **10.3 Notices and other communication**

Any notice to be given under this PGA shall be in writing to the addresses and recipients as listed in the most current address list kept by the Project Leader.

#### **10.3.1 Formal notices**

If it is required in this PGA that a formal notice, consent or approval shall be given, such notice shall be signed by an authorized representative of a Party and shall either be served personally or sent by mail with recorded delivery.

#### **10.3.2 Other communication**

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the Project Leader. The address list shall be accessible to all concerned.

### **10.4 Assignment and amendments**

No rights or obligations of the Parties arising from this PGA may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this PGA require a separate written agreement to be signed between all Parties.

### **10.5 Mandatory national law**

Nothing in this PGA shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

#### **10.6 Language**

This PGA is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

#### **10.7 Applicable law**

This PGA shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

#### **10.8 Settlement of disputes**

The Parties shall endeavor to settle their disputes amicably. All disputes arising out of or in connection with this PGA, which cannot be solved amicably, shall be brought before the courts of Brussels. Nothing in this PGA shall limit the Parties' right to seek injunctive relief in any applicable competent court.

## Signatures

As witness:

The Parties have caused this PGA to be duly signed by the undersigned authorized representatives in separate signature pages the day and year first above written.

The signature of each Party that will be completed via the Grant Management System (an electronic signature), counts as an original signature with the same validity, enforceability and permissibility. Each Party receives a fully signed copy of the Agreement. The transfer of this copy by e-mail or via an electronic signature system will have the same legal force and legal effect as the transfer of the original copy of the Agreement.

KIC LE: EIT Health

{KIC\_SIGNATURE}

{PARTNER\_SIGNATURES}

## Annex 2.1 - Accession document

Accession of a new Party to **Project Name** hereby consents to become a Party to the PGA identified above and accepts all the rights and obligations of a Party starting **1 January 20XX**.

This Accession document has been done in one original to be duly signed by the undersigned Authorized Representatives.

The signature of each Party that will be completed via electronic signature, counts as an original signature with the same validity, enforceability and permissibility.

Each Party receives a fully signed copy of the Accession document. The transfer of this copy by e-mail or via an electronic signature system will have the same legal force and legal effect as the transfer of the original copy of the Agreement

### KIC LE: EIT Health

Name: Jean Marc Bourez

Title: CEO

In: Munich

On:

Signature \_\_\_\_\_

### Recipient Name: Name

Name:

Title:

In:

On:

Signature \_\_\_\_\_

## Annex 2.2 Phases and Phase 2 Extension Criteria

### 1. Phases

Phase 1: 1 April – 31 December 2025

Phase 2: 1 January 2026 – 30 April 2027

2a: 1 January – 31 December 2026; and

2b: 1 January – 30 April 2027

### 2. Phase 1 Targets & Criteria for Extension from Phase 1 into Phase 2

Before continuing to Phase 2, the Recipients must satisfactorily complete Phase 1 by fulfilling the following:

2.1. Delivery and validation of the EIT KPIs which were indicated to be achieved in Phase 1 in the Project Proposal Vision Action Plan ("IVAP") as accepted/amended for this EIT HEI PGA as described in the GMS;

1. The IVAP must include a Dissemination and communication activities Plan as a mandatory deliverable, due not later than by month six of the Project; any earlier date included in the IVAP as at the date hereof shall remain unaffected;

2.2. Achievement of the key milestones in Phase 1 in the multi-annual HEI transferability plan to achieve institutional change in Phase 2, as described in the GMS;

2.3. Submission of the deliverables ("Deliverables") in Phase 1, as described in the GMS; and

2.4. Submission of an updated IVAP, as described in the GMS.

### 3. Phase 2 Targets & Criteria for Extension from Phase 1 into Phase 2

During Phase 2, the Recipients must satisfactorily complete the following:

3.1. Delivery and validation of the EIT KPIs which were indicated to be achieved in Phase 2 in the Project Proposal as accepted/amended for this EIT HEI PGA, as described in the GMS;

3.2. Achievement of the Milestones in Phase 2, as described in the GMS; and

3.3. Submission of the deliverables ("Deliverables") in Phase 2, as described in the GMS.

### 4. EIT Core KPIs

During the HEI Project funding period, Recipients must use the EIT Impact Framework[6], which includes EIT KPIs and EIT Core KPIs, to quantify results achieved, as contained in the GMS.

Recipients must follow the targets outlined in the project IVAP and comply with the EIT Impact Framework available at [eit\\_impact\\_framework\\_2022-2027.pdf](#) and [EIT-Health-Calls\\_KPI-Reporting-Guidance\\_Permanent-Annex.pdf](#); to be checked and adapted when the new Impact Framework will be available.

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[1] [Publications Office](#)

[2] [aga\\_en.pdf](#)

[3] <https://ext-share.eithealth.eu/index.php/s/xik6KRJD9r7zKNP>

[4] Located here: <https://eithealth.eu/library-of-call-appendices/>

[5] <https://eit-hei.notion.site/cohort4-handbook>

[6] Available under [https://eit-hei.eu/app/uploads/2023/05/eit\\_impact\\_framework\\_2022-2027.pdf](https://eit-hei.eu/app/uploads/2023/05/eit_impact_framework_2022-2027.pdf); to be checked and adapted when the new Impact Framework will be available.

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