



GRANT AGREEMENT

NUMBER TMA2019PF-2705 — VARIAFRICA

This **Agreement** ('the Agreement') is **between** the following parties:

on the one part,

the European and Developing Countries Clinical Trials Partnership Association implementing EDCTP2 ('the EDCTP Association') represented for the purposes of signature of this Agreement by Executive Director, Dr Michael Makanga and Director of Finance and Administration, Mr Abdoulie Barry,

and

on the other part,

'the beneficiary':

Centre Pasteur du Cameroon, established in 451, Rue 2005, Yaoundé 2, BP 1274, Cameroun, VAT number: M078000001849L, represented for the purposes of signing the Agreement by the Director General, Prof Elisabeth Carniel.

The parties referred to above have agreed to enter into the Agreement under the terms and conditions below.

By signing the Agreement, the beneficiary accepts the grant and agrees to implement it under its responsibility and in accordance with the Agreement, with all the obligations and conditions it sets out.

The Agreement is composed of:

Terms and Conditions

Annex 1 Description of the action

Annex 2 Estimated budget for the action

2a Additional information on the estimated budget

Annex 3 Not applicable

Annex 4 Model for the financial statements

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The bibliographic metadata must be in a standard format and must include all of the following:

- the terms "EDCTP2", "European Union (EU)" and "Horizon 2020";
- the name of the action, acronym and grant number;
- the publication date, and length of embargo period if applicable, and
- a persistent identifier.

29.3 Open access to research data

Regarding the digital research data generated in the action ('**data**'), the beneficiary must:

- (a) deposit in a research data repository and take measures to make it possible for third parties to access, mine, exploit, reproduce and disseminate — free of charge for any user — the following:
 - (i) the data, including associated metadata, needed to validate the results presented in scientific publications as soon as possible;
 - (ii) not applicable
 - (iii) other data, including associated metadata, as specified and within the deadlines laid down in the '**data management plan**' (see Annex 1);
- (b) provide information — via the repository — about tools and instruments at the disposal of the beneficiary and necessary for validating the results (and — where possible — provide the tools and instruments themselves).

This does not change the obligation to protect results in Article 27, the confidentiality obligations in Article 36, the security obligations in Article 37 or the obligations to protect personal data in Article 39, all of which still apply.

As an exception, the beneficiary does not have to ensure open access to specific parts of its research data under Point (a)(i) and (iii) if the achievement of the action's main objective (as described in Annex 1) would be jeopardised by making those specific parts of the research data openly accessible. In this case, the data management plan must contain the reasons for not giving access.

29.4 Information on EDCTP2 funding — Obligation and right to use the EDCTP logo and the EU emblem

Unless the EDCTP Association requests or agrees otherwise or unless it is impossible, any dissemination of results (in any form, including electronic) must:

- (a) display the EDCTP logo, and
- (b) display the EU emblem, and
- (c) include the following text:

"This project is part of the EDCTP2 programme supported by the European Union".

52.2 Date of communication

Any communication is deemed to have been made when it is received by the receiving party, unless the agreement refers to the date when the communication was sent.

Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in Article 52.3. Dispatch must be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party must immediately send again such communication to any of the other addresses listed in Article 52.3. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline.

Formal notifications are considered to have been made on either:

- the delivery date registered by the postal service or
- the deadline for collection at the post office.

52.3 Addresses for communication

For information or documents to be transferred by **email**, the following address must be used:

For the EDCTP Association: Jean Marie Vianney Habarugira (habarugira@edctp.org)

For the beneficiary: Sebastien Kenmoe (kenmoe@pasteur-yaounde.org)

Formal notifications addressed **to the EDCTP Association** must be sent to the following address:

The EDCTP Association
Jean Marie Vianney Habarugira
Anna van Saksenlaan 51
2593 HW, The Hague, The Netherlands

Formal notifications addressed **to the beneficiary** must be sent to the following address:

Centre Pasteur du Cameroun
Prof Elisabeth Carniel
BP 1274 Yaoundé, 451, Rue 2005, Yaoundé 2, Cameroun

ARTICLE 53 — INTERPRETATION OF THE AGREEMENT

53.1 Precedence of the Terms and Conditions over the Annexes

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

Annex 2 takes precedence over Annex 1.

53.2 Privileges and immunities

Not applicable

57.1 Applicable law

The Agreement is governed by the applicable EU law, supplemented, if necessary by the law of Belgium.

57.2 Dispute settlement

If a dispute concerning the interpretation, application or validity of the Agreement cannot be settled amicably, the competent Dutch national court has jurisdiction.

If a dispute concerns offsetting, the beneficiary must bring action before the competent Dutch national court.

ARTICLE 58 — ENTRY INTO FORCE OF THE AGREEMENT

The Agreement will enter into force on the day of signature by the EDCTP Association or the beneficiary, depending on which is later.

SIGNATURES

For the beneficiary

General Director, Prof Elisabeth Carniel



Prof Elisabeth Carniel

03/12/2020

For the EDCTP Association

7 December 2020

Executive Director, Dr Michael Makanga;
Director Finance and Administration,
Mr Abdoulie Barry.

A handwritten signature in black ink, identified as Dr Michael Makanga.

Dr Michael Makanga

A handwritten signature in black ink, identified as Mr Abdoulie Barry.

Mr Abdoulie Barry

Done in English at Yaoundé, on 03/12/2020

Done in English at The Hague, on 7 December 2020