

PARTNERSHIP AGREEMENT

This Partnership Agreement is made on **1.1.2021**, hereinafter referred to as the “Effective Date”.

BETWEEN

Consortium:

1. MASARYKOVA UNIVERZITA (MU or “Coordinator”), established in Zerotinovo namesti 9, BRNO STRED 60177, Czech Republic, VAT number: CZ00216224;
2. AXON NEUROSCIENCE R&D SERVICES SE (AXON), established at Dvorakovo Nabrezie 10, Bratislava 81102, Slovakia, VAT number: SK2120252871;
3. LATVIJAS ORGANISKAS SINTEZES INSTITUTS (LIOS), established at Aizkraukles 21, Riga 1006, Latvia, VAT number: LV90002111653; and
4. ROYAL COLLEGE OF SURGEONS IN IRELAND (RCSI), established at St. Stephen’s Green 123, Dublin 2, Ireland, VAT number: IE2199803V;

AND

Partner Organizations:

1. UNIVERSITY HEALTH NETWORK - an Ontario corporation with a main address at 190 Elizabeth St, R. Fraser Elliott Bld, Corporate Office, 1-S-414, Toronto, Ontario, M5G 2C4, Canada.
2. OREGON STATE UNIVERSITY - 312 KERR ADMIN BLDG, CORVALLIS, 97331 2140, USA
3. UNIVERSITY OF PITTSBURGH - University of Pittsburgh, Office of Sponsored Programs, 300 Murdoch I Building, 3420 Forbes Avenue, Pittsburgh, PA 15260, USA
US Tax ID : 25-0965591
4. UNIVERSIDAD NACIONAL DE CUYO - PARQUE GENERAL SAN MARTIN S/N, Mendoza, 5500, Argentina; hereinafter referred to as “Partner Organization with EU funding”

hereinafter, jointly or individually, referred to as “Parties”, or a “Party”

relating to the Action entitled

“Integrative structural biology of pathological tau protein, an appealing therapeutic target for Alzheimer’s disease modifying drugs”,

in short “InterTAU”, hereinafter referred to as the “Project”.

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1. DEFINITIONS

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement (Attachment 7) or the Consortium Agreement (Attachment 12), including their Annexes.

1.2 Additional Definitions

“**Agency**” means the Research Executive Agency (REA) of the European Commission dealing with EU research and innovation programs;

“**Background**” means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights:

(a) held by the a member of the Consortium or by a Partner Organization before they acceded to the Partnership Agreement; and

(b) needed to implement the Project or exploit the results thereof;

“**Consortium**” or “**Consortium members**” means organizations that are full partners of a network and are signatories to the Grant Agreement and the Consortium Agreement. They contribute directly to the implementation of the research training program by appointing, supervising, hosting and training researchers. They may also provide Secondment opportunities. Consortium Members take complete responsibility for executing the proposed program and other requirements of the Project;

“**Consortium Plan**” means the description of the action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the Project Steering Committee;

“**Defaulting Party**” means a Party that the Project Steering Committee or the Coordinator has identified to be in breach of this Agreement, the Consortium Agreement and/or the Grant Agreement;

“**Fair and Reasonable conditions**” means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the results or background to which access is requested and/or the scope, duration or other characteristics of the Exploitation envisaged;

“**Funding Authority**” means the body awarding the grant for the Project;

“**Needed**” means:

(a) For the implementation of the Project: Access Rights are Needed if, without the grant of those Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources; and

(b) For Exploitation of own Results: Access Rights are Needed if, without the grant of those Access Rights, the exploitation of own Results would be technically or legally impossible;

“**Partner Organization**” means a non-European entity that is not a signatory to the Grant Agreement that provides additional training and hosts seconded staff members during Secondments;

“**Project Steering Committee**” or “**PSC**” means the Project Steering Committee that is the ultimate decision-making body under the Consortium Agreement concluded between the Consortium;

“**Secondment**” means a period during which a seconded staff member is hosted by a Partner Organization or a Party other than his/her employing entity. Secondments are detailed in Annex 1 to the Grant Agreement; and

“**Software**” means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

2. PURPOSE

The Project is funded by the Research Executive Agency under the European Union funding scheme “Marie Skłodowska-Curie Actions – Research and Innovation Staff Exchange (MSCA-RISE)”, project no. 873127 pursuant to the Grant Agreement concluded between the Consortium and the Agency.

The Project aims to establish or reinforce long-term research co-operation through a coordinated joint program of exchange of researchers for short periods, i.e. by implementing Secondments.

The purpose of this Partnership Agreement is to regulate cooperation between the Consortium and the Partner Organizations and to specify the organization of their work, to organize the management of the Project, and to define the rights and obligations of the Parties.

In the event of a conflict between the terms and conditions of the Grant Agreement and the terms and conditions of this Partnership Agreement, the Grant Agreement prevails. In the event that the Grant Agreement is amended, the amendments shall be incorporated into this Partnership Agreement as applicable.

3. ENTRY INTO FORCE, DURATION AND TERMINATION

3.1 Entry into Force

An entity becomes a Party to this Partnership Agreement upon signature of this Partnership Agreement by a duly authorised representative.

This Partnership Agreement shall have effect from the Effective Date.

3.2 Duration and Termination

This Partnership Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Partnership Agreement.

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

If

- the Grant Agreement is terminated; or
- a Party's participation in the Grant Agreement is terminated;

this Partnership Agreement shall automatically terminate in respect of the affected Party, subject to the provisions surviving the expiration or termination under Section 3.3 of this Partnership Agreement.

3.3 Survival of Rights and Obligations

Sections 7.4 (Dissemination), 8 (Access Rights), and 9 (Non-Disclosure of Information), for the time period mentioned therein, as well as Sections 5 (Liability towards Each Other), 10.7 (Applicable Law) and 10.8 (Settlement of Disputes) shall survive the expiration or termination of this Partnership Agreement.

Termination shall not affect the leaving Party's rights or obligations incurred prior to the date of termination. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

4. RESPONSIBILITIES OF PARTIES

4.1 General Principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Partnership Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to promptly notify, in accordance with the governance structure of the Project, of any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by the Coordinator to carry out its tasks.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

Each Party shall ensure that its work on the Project complies fully with all applicable local, government and international laws, regulations and guidelines that are effective during the period of this Agreement, including those governing health and safety, data protection and, where relevant, the use of biological material and good clinical practice. In this regard, each Party shall, in accordance with the applicable laws, regulations, and guidelines, maintain the confidentiality, of all samples and data relating to the use of biological material, which is created or used in the course of the Project.

If a Party (the "Provider") sends biological material to another Party (the "Recipient") for the purposes of the Project, a bilateral material transfer agreement (MTA) shall be concluded between those Parties in order to specify the conditions applicable to the transfer of material. Each Party is responsible for ensuring that the MTA is adapted to the relevant situation and that it complies with the Grant Agreement, this Partnership Agreement, and all applicable rules, laws or regulations.

4.2 Specific Requirements about Recruitment and Working Conditions for Seconded Staff Members

Further to Article 32 of the Grant Agreement, the following general principles are applicable to seconded staff members:

- During the period of Secondment to a Party, the seconded staff member shall remain employed by the seconding entity;
- The seconding entity shall be solely responsible for the fulfillment towards its seconded staff member of the obligations of Parties set out in Article 32 of the applicable Grant Agreement, including the distribution to the seconded staff member of the monthly support in accordance with the Party's own usual accounting and management principles and practices;

4.3 **Coordinator**

a) **Role of Coordinator**

The Coordinator shall be the intermediary between the Parties and the Funding Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Partnership Agreement.

b) **Responsibilities of Coordinator**

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations;
- keeping the address list of Members and other contact persons updated and available;
- collecting, reviewing to verify consistency and submitting reports and information on the progress of the Project and reports and other deliverables (including financial statements and related certification) to the Funding Authority;
- collecting, reviewing to verify consistency and submitting reports and information on the progress of the Project and reports and other deliverables (including financial statements and related certification) to the Funding Authority;
- preparing the meetings, proposing decisions and preparing the agenda of PSC meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings;
- transmitting promptly documents and information connected with the Project to any other Parties concerned;
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 6;
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when those copies or originals are necessary for the Parties to present claims;

If one or more of the Parties is late in submission of any project deliverable, the Coordinator may nevertheless submit the other parties' project deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

c) **Limitation on Authority of Coordinator**

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party, unless explicitly stated otherwise in the Grant Agreement or this Partnership Agreement.

d) **Limitation on Role of Coordinator**

The Coordinator shall not expand its role beyond the tasks specified in this Partnership Agreement, the Consortium Agreement and the Grant Agreement.

4.4 **Breach**

In the event that the Coordinator identifies a breach by a Party of its obligations under this Partnership Agreement (e.g., improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Project Steering Committee will give formal notice to that Party requiring that the breach be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

In the event that the Coordinator identifies a breach by a Partner Organization of its obligations under this Partnership Agreement or the Grant Agreement (e.g., improper implementation of the Project), the Coordinator will give formal notice to that Partner Organization requiring that the breach be remedied within 30 calendar days from the date of receipt of the written notice by the Partner Organization. If the breach is substantial and is not remedied within that period or is not capable of remedy, the Coordinator may terminate the participation of that Partner Organization in the Partnership Agreement by delivery of the written notice to that Partner Organization. A Partner Organization leaving the Partnership Agreement shall return without undue delay all the funds for each day of a Secondment that has not been performed as planned according to the Secondment plan. The funds to be returned shall be returned to the seconding entity.

4.5 **Involvement of Third Parties**

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains responsible for carrying out its relevant part of the Project and for that third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. That Party shall ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement or the Grant Agreement.

5. LIABILITY TOWARDS EACH OTHER

5.1 **No Warranties**

In respect of any information or materials (including Results and Background) supplied by one Party 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,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts that information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (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 that damage was not caused by a wilful act or by a breach of confidentiality.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to the Party's share of the total costs of the Project as identified in Attachment 6 of this Partnership Agreement, provided that damage was not caused by a wilful act or gross negligence.

The terms of this Partnership Agreement shall not be construed to amend or limit any Party's 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 that Party's obligations by it or on its behalf under this Partnership Agreement or from its use of Results or Background.

5.4 **Force Majeure**

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

Each Party shall notify the Coordinator of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after that notification, the transfer of tasks, if any, shall be decided by the Coordinator.

6. **FINANCIAL PROVISIONS**

6.1 **General Principles**

a) **Distribution of Financial Contribution**

The financial contribution of the Funding Authority to the Project shall be distributed by the Coordinator in accordance with the Grant Agreement.

A Party shall be funded only for its tasks carried out in accordance with the Consortium Plan.

The Parties acknowledge that the distribution plan included in Attachment 5 correctly applies the general principles enunciated in this section.

b) **Financial Consequences of the Termination of the Participation of a Partner Organization**

A Partner Organization leaving the cooperation under this Partnership Agreement shall return without undue delay all the funds for each Secondment that has not been performed. The funds to be returned shall be returned to the seconding entity. A Partner Organization leaving this Partnership Agreement shall bear (within the limits specified in Section 5.2 of this Partnership Agreement) any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

6.2 **Budgeting**

The overall budget of the Project is reported in Annex 2 of the Grant Agreement. The reported total EU contribution represents the funding from the Agency calculated for the number of units (researchers/month) reported in Annex 2.

The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

6.3 **Budget and Funds Transfers**

a) **Budget Transfers between the Consortium and Partner Organizations without EU Funding**

The Consortium recognizes that the Partner Organizations' labs without EU funding bear a significant amount of experimental duties, and the relevant general expenses, in relation to staff seconded to their premises. Therefore, the Consortium agrees to contribute the Partner Organizations' labs without EU funding an amount of 1,000 EUR/seconded person-month for wet labs (University of Pittsburgh, Oregon State University) and 500 EUR/seconded person-month for computational labs (University Health Network), to cover their research costs.

The fund transfers between the Partner Organizations without EU funding and the Consortium are shown in Attachment 5, Table 5.4.

The contribution is due only for person-months of Secondments performed. The Parties acknowledge that funds are bound to person-months of actual Secondments to a Partner Organization's premises and are exclusively allocated from the seconding Party budget. The amount transferred to a Partner Organization without EU funding is subject to reduction in case of partial implementation of Secondments.

6.4 **Budget transfer to a Partner Organization with EU funding**

Under the Horizon 2020 Framework Programme, Universidad Nacional de Cuyo is eligible for EU funding and as a result, has a separate budget calculation based on the MSCA-RISE principle of the planned secondment months conducted by a seconding entity.

The budget transfers to Universidad Nacional de Cuyo shall follow the principles outlined in Attachment 5, Table 5.2. Further, Universidad Nacional De Cuyo shall make the following contributions:

- Transfer of 40% of their management and indirect costs budget into the common **Management Activities Fund;**
- Transfer of 20% of their research, training and networking costs budget into the common **RTN Costs Fund.**

Those common funds have been set up to cover common research and management project activities for the benefit of all the Parties.

The original budget of Universidad Nacional De Cuyo and the transfers to the common funds are specified in the following tables:

Original InterTAU budget				
Organization Short name	Staff member costs	Research, training and networking costs	Management and indirect costs	Total Net funds
UNCuyo	€21 000	€18 000	€7 000	€46 000
Budget after transfers into the common InterTAU funds				
Organization Short name	Cost for seconded staff	Research, training and networking costs	Management and indirect costs	Net funds
UNCuyo	€21 000	€14 400	€4 200	€39 600

TRANSFERS TO COMMON FUNDS				
A Mutual Management Activities Fund collecting 40% of each Party's Management and indirect Costs Budget				
Organization Short name	Original Management and indirect costs budget	Contribution to Mutual Management fund (40%)	Management and indirect costs	
UNCuyo	€7 000	€2 800	€4 200	
Mutual RTN fund collecting 20% of each Party's RTN budget				
Organization Short name	Original RTN budget	Contribution to RTN Mutual Fund (20%)	RTN budget after transfers to RTN Mutual Fund	
UNCuyo	€18 000	€3 600	€14 400	

6.4.1 Budget distribution plan transfer for the Partner Organization with EU funding

Specific arrangement has been agreed with Universidad Nacional de Cuyo as the Partner Organization with EU funding . Due to risk of high exchange rate fluctuation, the funds will be transferred at the latest two weeks before the start of Secondments involving Universidad Nacional de Cuyo.

6.5 Budget transfers implementation rules

a) **Budget Transfers Returns**

The Parties acknowledge that the funds allocation and distribution plan detailed in Attachment 5 are referred to the maximum grant amount that will be reached only if all the Secondments will be performed.

Therefore, for fund transfers between the Parties, the Parties agree to completely transfer back without undue delay any transferred funds undergoing grant reduction by the Agency because of Secondments not performed. The Parties acknowledge that transferred funds can be reduced at any stage according to any reduction of Secondments to a Party.

b) **Implementation of Budget Transfer to Coordinator**

For each fund transfer from the Agency, the Coordinator shall retain a proportional amount of management funds, according to Section 6.4, and shall transfer the planned funds to the Parties, according to the tables in Attachment 5.

c) **Implementation of Funds Transfer to the Partner Organizations**

The funds shall be first transferred from the Coordinator to each Consortium member, and each Consortium member shall then transfer the funds concerned to the relevant Partner Organization. The funds will be allocated to the relevant Party budget, according to Section 6.3, 6.4 and Attachment 5.

The funds will be transferred at the beginning of each project year, or in line with 6.4.1. in case of the Partner Organization with EU funding, based on the Secondments planned for the following 12 months, according to this procedure:

- Principal Investigators of each Institution will be responsible for preparing a detailed plan of Secondments for each following year, including the names of researchers, their background and their planned research activities;
- Secondment plans for following year shall be sent to the hosting entity for approval by 1st November;
- The hosting entities shall approve the Secondment plans by 15th November;
- Upon approval of the hosting entities, the seconding entities shall send the Secondment plans to the Coordinator who shall consider the plan within the whole context of the seconded person-months plan and provides advice and/or comments where relevant;
- According to updated Secondment plans, the Coordinator shall issue a yearly transfer plan for the following year by the end of December. A template for that Secondment plan shall be provided by the Coordinator (Attachment 9). The yearly transfer plan shall

properly consider the funds transferred for the current year, the Secondments actually performed in the current year, the Secondments planned for the following year, carryover from the previous years. Any fund transfer for the following year is conditioned on the approved yearly Secondment plan.

- If funds related to a given Secondment are not fully used during the Secondment itself, they are not transferred back, but they are carried over and compensated by expending the amount during the first available Secondment performed by staff from the same Party. Residual funds still unused at the end of the project are transferred back to the seconding entity, with exceptional case of Universidad Nacional de Cuyo who will transfer the money back within two weeks after the last secondment is completed.

- Any Consortium member and Partner Organization can agree to start an unplanned Secondment during the year. In this case, they must agree on one of two possible procedures:

- The Secondment may start without specific fund transfer: In this case, the relevant funds will be compensated with the following yearly transfer plan, or at the final balance in case of occurrence during the last project year.
- The Secondment may start with a specific fund transfer: In this case, the Coordinator will calculate the corresponding funds, and will issue an updated transfer plan. The transfer plan of the following year will be based on the most recent updated transfer plan issued during the year.

- At the end of last project year, and in any case in due time to allow for proper reporting to the Agency, the Coordinator will calculate a final balance of Secondments to the Partner Organizations and of the relevant fund transfers. The balance will detail any remaining funds to be transferred to or from the Partner Organizations. Funds will be transferred upon approval of final balance by PSC without undue delay. Exception applies to the Partner Organization with EU funding, who will transfer the funds back within two weeks after the last secondment has been completed, to prevent inappropriately high loss as a result of exchange rate fluctuation due to recent high volatility of Argentinian currency.

- d)
 - If the funds to be transferred to Partner Organization are negative (e.g., because in the previous year less Secondments than planned were performed, and in the following year no Secondment is planned), they will not be transferred back immediately, but rather they will constitute the carryover for the next yearly transfer plan. **Updated Budget and Distribution Plan**

The Parties acknowledge that the updated budget and distribution plan included in Attachment 5 correctly implements the principles enunciated in this section. The Parties acknowledge that interim and balance payments will be duly updated if the budget is reduced. In no case will the Coordinator transfer funds not received from the Agency.

- e) **Reporting of the Use of Funds by the Partner Organizations**

The Partner Organizations shall give any information required by the Funding Authority of and concerning the payment made under this Agreement to them.

The Partner Organization shall send a yearly financial report to the Coordinator regarding the use of research funds transferred according to 6.3, 6.4. The report shall detail the expenses related to Secondments at that Partner Organization that year. The Coordinator shall transfer the report to the relevant Parties.

f) **Special Provisions for Interrupted Secondments**

If a seconded staff member returns to seconding entity before the planned end of the Secondment, this is considered an “interrupted secondment”.

Consistent with the Grant Agreement, an interrupted secondment can only be resumed by the same seconded staff member.

If a Secondment is interrupted, the seconding entity should try to resume it in the shortest possible time, unless the interruption is agreed upon by the involved Parties.

For interrupted secondments to a Partner Organization, the following specific financial provisions apply:

- a) The Partner Organization shall send to the Coordinator and to the seconding entity an extra report, stating the funds already used (expenses) for this Secondment as of the time of interruption. If the expenses are more than the funds available for the actual duration of the Secondment, the Coordinator shall calculate the overspend as the difference between expenses and funds available for the actual duration of the Secondment.
- b) If possible, overspending must be compensated by resuming the Secondment. If overspending cannot be compensated by resuming the Secondment in the same year, uncompensated overspending will be compensated by Secondments in following years.
- c) If at the end of the Project there is still uncompensated overspending, the Partner Organization shall transfer back the uncompensated overspending to the seconding entity.
- d) Specific arrangements apply for the Partner Organization with EU funding (see 6.4.1.).

6.5 **Payments**

a) **Payments to the Consortium**

Payments to the Consortium are the exclusive task of the Coordinator. In particular, the Coordinator shall:

- notify the Consortium member concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references;
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts;
- undertake to keep the Agency’s financial contribution to the Project separate from its normal business accounts, its own assets and property, except if the Coordinator is a public body or is not entitled to do so due to statutory legislation.

With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Consortium member shall before the end of the Project receive more than its allocated share of the

maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

6.7 Bank Accounts

Funds will be transferred to the bank accounts listed in Attachment 8. Each Party may change its preferred bank account by communicating the new bank account details to the Coordinator, with 30 days' notice. The Coordinator shall keep a record of the most updated bank accounts.

7. RESULTS

7.1 Ownership of Results

Results are owned by the Party that generates them.

7.2 Joint Ownership

Joint ownership is governed by Grant Agreement Article 26.2 with the following additions:

Where Results are generated from work carried out jointly by two or more Parties and it is not possible to separate that joint invention, design or work for the purpose of applying for, obtaining or maintaining the relevant patent protection or any other intellectual property right, the Parties shall have joint ownership of this work.

Unless agreed otherwise:

- Each of the joint owners shall be entitled to use their jointly-owned results for internal research and educational activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s); and
- Each of the joint owners shall be entitled to otherwise exploit the jointly-owned results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - (a) At least 45 calendar days' advance notice; and
 - (b) Fair and Reasonable compensation

7.3 Transfer of Results

a) Transfer Ownership

Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article 30.

b) Transfer Ownership to Third Parties

Each Party has identified specific third parties it intends to transfer the ownership of its Results to in Attachment 3 to this Partnership Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

c) Obligations on Transfer

At the time of transfer, the transferring Party shall inform the other Parties of the transfer and shall ensure that the rights of the other Parties will not be affected by that transfer. Any addition to Attachment 3 after signature of this Partnership Agreement requires a decision of the Project Steering Committee.

d) **Notice in the Event of a Merger or Acquisition**

The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full 45 calendar days' prior notice for the transfer as foreseen in the Grant Agreement.

e) **Duration of Obligations**

The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.

7.4 **Dissemination**

a) **Relationship to Confidentiality Obligations**

For the avoidance of doubt, nothing in this Section 7.4 has any impact on the confidentiality obligations set out in Section 9.

b) **Dissemination of Own Results**

(i) **Notice**

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties, including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. In accordance with the Grant Agreement Article 29.1, any objection to the planned publication shall be made in writing to the Coordinator and to the Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

(ii) **Objections**

An objection is justified if:

- (a) the protection of the objecting Party's Results or Background would be adversely affected; or
- (b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.

The objection must include a precise request for necessary modifications.

(iii) **Obligation to Consult**

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amending the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue its opposition if appropriate measures are taken following the discussion.

7.5 **Publication Delay**

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises the objection. After 90 calendar days the publication is permitted.

a) **Dissemination of another Party's Unpublished Results or Background**

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

b) **Cooperation Obligations**

The Parties undertake to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree that includes their Results or Background, subject to the confidentiality and publication provisions agreed in this Partnership Agreement.

c) **Published Results**

Further to Article 29.2 of the Grant Agreement, published results must include the following statement:

“The project leading to this application has received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie Grant Agreement No. 873127”

d) **Authorship in Scientific Publications**

Authorship in scientific publications will be based on academic standards and custom. In accordance with normal academic practice, all investigators and contributors to a publication will be acknowledged, always in compliance with recognized standards concerning publication and authorship.

e) **Use of Names, Logos or Trademarks**

Nothing in this Partnership Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

8. ACCESS RIGHTS

8.1 Background Included

In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other if Access Rights to specific Background are subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be subject to Access Right obligations regarding Background.

During the Project any Party may add to its own Background in Attachment 1 by written notice to the other Parties. However, approval of the Project Steering Committee is needed if a Party wishes to modify or withdraw its Background in Attachment 1.

8.2 General Principles

Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

Access Rights shall be free of any administrative transfer costs. Access Rights are granted on a non-exclusive basis.

Results and Background shall be used only for the purposes for which Access Rights to it have been granted, and only for so long as necessary for those purposes.

All requests for Access Rights shall be made in writing.

The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place. For the avoidance of doubt, Section 4.1 of this Partnership Agreement and any concluded Material Transfer Agreement (MTA) shall apply in respect of the specific conditions covering the grant of Access Rights to biological materials for the implementation of the Project.

The requesting Party must show that the Access Rights are Needed.

8.3 Access Rights for Implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

Unless otherwise agreed between the involved Parties, any Access Right to Background granted pursuant to this article is granted only for non-commercial research purposes.

8.4 Access Rights for Exploitation

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.

Access Rights to Results for internal research activities shall be granted on a royalty-free basis, and will include the right to involve Affiliated Entities and seconded staff members working on behalf of a Party for research and educational purposes only.

Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions.

A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 8.7.2 (iii), after the termination of the requesting Party's participation in the Project.

8.5 Access Rights for Identified Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4., if they are identified in Attachment 4 (Identified Affiliated Entities) to this Partnership Agreement.

Access Rights must be requested by an Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities listed in Attachment 4. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

An Affiliated Entity that obtains Access Rights shall in return fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement or this Partnership Agreement as if that Affiliated Entity was a Party.

Access Rights may be refused to an Affiliated Entity if the granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any Affiliated Entities are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to that Party.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to that former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

8.6 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement, the Consortium Agreement or this Partnership Agreement shall be at the absolute discretion of the owning Party and subject to the terms and conditions as may be agreed between the owning and receiving Parties.

8.7 Access Rights for Parties Entering or Leaving the Partnership

8.7.1 New Parties Entering the Partnership

As regards Results developed before the accession of a new Party, the new Party will be granted Access Rights on the conditions applicable to Access Rights to Background as set out in Section 8.1.

8.7.2. Parties Leaving the Partnership

(i) **Defaulting Party**

Access Rights granted to a Defaulting Party and that Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the Joint Steering Committee or the Coordinator to terminate its participation in the Consortium.

(ii) **Non-Defaulting Party**

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation.

It may request Access Rights within the period of time specified in Section 8.4.

(iii) **Access Rights to be Granted by Any Leaving Party**

Any Party leaving the Project shall continue to grant Access Rights pursuant to the Grant Agreement and this Partnership Agreement as if it had remained a Party for the whole duration of the Project.

8.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 8 are applicable also to Software.

The Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

8.9 Access Rights for Seconded Staff Members

Access Rights to Background and Results needed for the seconded staff members for their research and innovation activities under the Project shall be granted on a royalty-free basis for the duration of the Project.

9. NON-DISCLOSURE OF INFORMATION

9.1 Confidential Information

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and that has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

9.2 Use of Confidential Information

The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Project:

- not to use Confidential Information other than for the purpose for which it was disclosed;

- not to disclose Confidential Information to any third party without the prior written consent of the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. The Recipients may keep a copy to the extent it is required to keep, archive or store the Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations, provided that the Recipient comply with the confidentiality obligations under this Partnership Agreement with respect to that copy for as long as the copy is retained.

9.3 **Responsibility of Recipients**

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties, including seconded staff members, involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

9.4 **Exceptions**

The above shall not apply for disclosure or use of Confidential Information, if and insofar as the Recipient can prove that:

- the Confidential Information became publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informed the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is, to the best knowledge of the Recipient, in lawful possession of the Confidential Information and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure; or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to Section 9.7 hereunder.

9.5 **Reasonable Care**

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and proprietary information, but in no case less than reasonable care.

9.6 Unauthorized Disclosure

Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information as soon as it becomes aware of any unauthorised disclosure, misappropriation or misuse.

9.7 Order to Disclose

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any disclosure

- notify the Disclosing Party; and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

10. MISCELLANEOUS

10.1 Attachments, Inconsistencies and Severability

This Partnership Agreement consists of this core text and

- Attachment 1 (Background Included)
- Attachment 2 (Accession Document)
- Attachment 3 (List of Third Parties for Simplified Transfer according to Section 7.3(b))
- Attachment 4 (Identified Affiliated Entities)
- Attachment 5 (Funds Allocation and Distribution Plan)
- Attachment 6 (Aggregate Liability of Parties)
- Attachment 7 (Grant Agreement)
- Attachment 8 (Bank Accounts)
- Attachment 9 (Yearly Secondment Plan Template)
- Attachment 10 (Secondment Agreement Template)
- Attachment 11 (Material Transfer Agreement Template)
- Attachment 12 (Consortium Agreement)

In the event that the terms of this Partnership Agreement conflict with the terms of the Grant Agreement, the terms of the latter shall prevail.

In the event of conflicts between the other attachments, except the Grant Agreement and the core text of this Partnership Agreement, the latter shall prevail.

If any provision of this Partnership Agreement becomes invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Partnership Agreement. In that case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

10.2 **No Representation, Partnership or Agency**

Except as otherwise provided in Section 4.3(c), no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Partnership Agreement 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 Communications**

Any notice to be given under this Partnership Agreement shall be in writing to the addresses and recipients as listed in the address list kept by the Coordinator.

a) **Formal Notices**

If this Partnership Agreement (Sections 4.4 (Breach) and 10.4 (Amendments)) requires that a formal notice, consent or approval shall be given, that notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

b) **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.

c) **Change of Contact Information**

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

10.4 **Assignments and Amendments**

Except as set out in Section 7.2 (Joint Ownership), the rights or obligations of the Parties arising from this Partnership Agreement may not 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 Partnership Agreement require a separate written agreement between all Parties, to be signed by their duly authorized representatives.

10.5 **Mandatory National Law**

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

10.6 **Language and Currency**

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

The currency of the Partnership Agreement is Euro. All funds transfers will be in Euro. It is the responsibility of each receiving party to set up an appropriate bank account.

10.7 **Applicable Law**

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

Settlement of Disputes

The parties shall endeavour to settle their disputes amicably.

In the event of any dispute between the Parties relating to this Partnership Agreement a Party shall promptly notify the other Party and they shall first seek to amicably resolve or settle the dispute in good faith by mutual agreement. If they have not reached a mutually agreeable resolution or settlement within thirty (30) days of notification, then any Party may thereafter seek legal or equitable remedies.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction

10.8 **Headings**

Headings and captions are for convenience only and are not to be used in the interpretation of this Partnership Agreement.

11. SIGNATURES

Masarykova univerzita (MU)

Signature(s): _____

Name(s): XXXXXXXXXXXX

Title(s): XXXXXXXXXXXX

Date: 21.06.2021

AXON NEUROSCIENCE R&D SERVICES SE

Signature(s): _____

Name(s): XXXXXXXXXXX

Title(s): XXXXXXXXXXX

Date: 16/06/2021

LATVIJAS ORGANISKAS SINTEZES INSTITUTS

Signature(s): _____

Name(s): XXXXXXXXXXX

Title(s): XXXXXXXXXXX

Date: 03/06/2021

ROYAL COLLEGE OF SURGEONS IN IRELAND

Signature(s): _____

Name(s): XXXXXXXXXXX

Title(s): XXXXXXXXXXX

Date: Mar 24, 2022

UNIVERSITY HEALTH NETWORK

Signature(s) _____

Name(s) XXXXXXXXXXX

Title(s) XXXXXXXXXXX

Date June 22, 2021

OREGON STATE UNIVERSITY

Signature(s) _____

Name(s) XXXXXXXXXXX

Title(s) XXXXXXXXXXX

Date 03/02/2022

UNIVERSITY OF PITTSBURGH

Signature(s) _____

Name(s) XXXXXXXXXXX

Title(s) XXXXXXXXXXX

Date 06/09/2021

UNIVERSIDAD NACIONAL DE CUYO

Signature(s) _____

Name(s) XXXXXXXXXXX

Title(s) XXXXXXXXXXX

Date 25/11/2021

ATTACHMENT 1: BACKGROUND INCLUDED

The Grant Agreement (Article 24) defines Background as “data, know-how or information (...) that is needed to implement the action or exploit the results”. As a result, Access Rights must be granted in principle, but the Parties must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

PARTY 1

As to MU, it is agreed between the Parties that, to the best of their knowledge, the following

background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

1. Background included

The Parties agree that MU’s Background shall be limited to

(i) MU’s know-how in the field of solution nuclear magnetic resonance spectroscopy (NMR), especially non-uniformly sampled NMR techniques, specific sample preparation protocols; advanced setup of multidimensional (2-5D) NMR experiments at high field NMR spectrometers; data acquisition using pulse-sequences developed at the group of prof. Lukas Zidek; processing of data using home-made software, visualization and analysis of high dimensional spectra;

(ii) MU’s know-how related to recombinant tau protein preparation protocols and yield optimization, particularly in isotopically enriched media to prepare samples for NMR measurements, including in-cell-NMR; and

(iii) MU’s know-how related to cryo electron microscopy/tomography (cryoEM), specific sample preparation techniques (glow discharge, negative staining, vitrification) and analysis of results leading to 3D reconstruction of the measured particles;

to the extent in which that know-how is necessary for the implementation of the Project; the Parties

agree that MU’s know-how shall be regarded as being necessary for the implementation of the

Project only as long as MU’s know-how is necessary for the delivery of a particular deliverable by one of the Parties mentioned in Annex 1 to the Grant Agreement.

2. Background excluded

For the avoidance of doubt, the Parties agree that MU’s Background shall not include the following

(a) any of MU’s current or future data, know-how or information that is not necessary for the implementation of the Project; the Parties agree that MU’s data, know-how or information shall be regarded as not being necessary for the implementation of the Project and/or for the Exploitation of the Results if MU’s data, know-how or information are not necessary for the delivery by one of the Parties of a particular deliverable mentioned in Annex 1 to the Grant Agreement;

(b) any data, know-how or information that MU will generate independently without any connection to the Project;

3. Limitations and conditions for the implementation and Exploitation of MU's Background

The Parties agree that the Access Rights to and/or the use of MU's Background shall be subject to the following limitations and conditions:

(a) The Parties are entitled to use MU's Background only for the purposes of the delivery of a particular deliverable mentioned in Annex 1 to the Grant Agreement. The Parties are expressly prohibited from using MU's Background for any other purposes,

(b) Specific limitations and/or conditions for exploitation (article 25.3 Grant Agreement): The Parties will not be granted Access Rights to MU's Background for Exploitation of their own results.

This represents the status at the time of signature of this Partnership Agreement.

PARTY 2

As to AXON, it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

1. Background included

The Parties agree that AXON's Background shall be limited to

- (i) AXON's know-how in the field of interventional strategies;
- (ii) AXON's know-how related to tau protein pathological forms; and
- (iii) AXON's know-how related to transgenic models,

to the extent in which that know-how is necessary for the implementation of the Project; the Parties agree that AXON's know-how shall be regarded as being necessary for the implementation of the Project only as long as AXON's know-how is necessary for the delivery by one of the Parties of a particular deliverable mentioned in Annex 1 to the Grant Agreement.

2. Background excluded

For the avoidance of doubt, the Parties agree that AXON's Background shall not include the following

(a) any of AXON's current or future data, know-how or information that is not necessary for the implementation of the Project; the Parties agree that AXON's data, know-how or information shall be regarded as not being necessary for the implementation of the Project and/or for the Exploitation of the Results if AXON's data, know-how or information are not necessary for the delivery by one of the Parties of a particular deliverable mentioned in Annex 1 to the Grant Agreement;

(b) any data, know-how or information that AXON will generate independently without any connection to the Project;

(c) with regard to AXON's AADvac vaccine and/or AXON's therapy and diagnosis in Alzheimer's Disease or other Tauopathy, any intellectual property rights, data, knowhow or information arising from or relating to AXON's patent applications submitted

- (i) to the World Intellectual Property Organization and published under no. WO/2013/041962 (title: "PROTEIN-BASED THERAPY AND DIAGNOSIS OF TAU-MEDIATED PATHOLOGY IN ALZHEIMER'S DISEASE");

(ii) to the World Intellectual Property Organization and published under no. WO/2016/079597A1 (title: "HUMANIZED TAU ANTIBODIES IN ALZHEIMER'S DISEASE"); and

(iii) to the World Intellectual Property Organization and published under no. WO/2019/1862276A2 (title: "ANTIBODY-BASED METHODS OF DETECTING AND TREATING ALZHEIMER'S DISEASE"); and

(d) with regard to AXON's transgenic models, any intellectual property rights, data, knowhow or information arising from or relating to patent applications submitted by AXON NEUROSCIENCE FORSCHUNGS- UND ENTWICKLUNGS GMBH, Rennweg 95b, A-1030 Vienna, Austria, AXON's legal predecessor whose intellectual property rights were duly acquired by AXON,

(i) to the World Intellectual Property Organization and published under no WO/2004/007722 (title: "Transgenic Animal Expressing Alzheimer's Tau Protein"); and

(e) any other intellectual property rights, data, know-how or information arising from or relating to any other patent applications submitted by AXON or by its legal predecessors at the time of signature of this Partnership Agreement.

(the patent applications mentioned in letters (c) to (e) are hereinafter referred to as "AXON's Patent Applications").

3. Limitations and conditions for the implementation and Exploitation of AXON's Background

The Parties agree that the Access Rights to and/or the use of AXON's Background shall be subject to the following limitations and conditions:

(a) The Parties are entitled to use AXON's Background only for the purposes of the delivery of a particular deliverable mentioned in Annex 1 to the Grant Agreement. The Parties are expressly prohibited from using AXON's Background for any other purposes, especially for any research or other activities which could directly or indirectly lead

- (i) to any improvements of the inventions covered by AXON's Patent Applications; or
- (ii) to any other improvements of AXON's AADvac vaccine, AXON's therapy and diagnosis in Alzheimer's Disease or other Tauopathy or AXON's transgenic models.

(improvements mentioned in numbers i. and ii. are hereinafter referred to as "Improvements").

(b) If any of the Parties generates anytime, whether during the term of this Partnership Agreement or after its expiration, whether intentionally or unintentionally, any Improvements, then, any intellectual property or other rights to those Improvements shall belong only to AXON and AXON shall not be obliged to provide the Party that generated those Improvements with any kind of compensation. The Party that generated those Improvements shall not be entitled to use those Improvements in any manner, not even for the implementation of the Project or the Exploitation of the Results.

(c) Specific limitations and/or conditions for exploitation (article 25.3 Grant Agreement): The Parties will not be granted Access Rights to AXON's Background for Exploitation of their own results.

This represents the status at the time of signature of this Partnership Agreement.

PARTY 3

As to LATVIJAS ORGANISKAS SINTEZES INSTITUTS, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of LATVIJAS ORGANISKAS SINTEZES INSTITUTS (LIOS) shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Partnership Agreement.

PARTY 4

As to ROYAL COLLEGE OF SURGEONS IN IRELAND, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of RCSI shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Partnership Agreement.

PARTY 5

As to **UNIVERSITY HEALTH NETWORK**, it is agreed between the Parties that, to the best of their knowledge that no data, know-how or information of University Health Network shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Partnership Agreement.

PARTY 6

As to **OREGON STATE UNIVERSITY**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of [NAME OF THE PARTY] shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Partnership Agreement.

PARTY 7

As to **UNIVERSITY OF PITTSBURGH**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of [NAME OF THE PARTY] shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Partnership Agreement.

PARTY 8

As to **UNIVERSIDAD NACIONAL DE CUYO**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of [NAME OF THE PARTY] shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Partnership Agreement.

ATTACHMENT 2: ACCESSION DOCUMENT

ACCESSION of a new Party to the InterTAU Consortium Agreement, version

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Grant Agreement]

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting [date].

Masarykova univerzita

hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the consortium starting [date].

This Accession Document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

Masarykova univerzita

Signature(s)

Name(s)

Title(s)

ATTACHMENT 3: LIST OF THIRD PARTIES FOR SIMPLIFIED TRANSFER PURSUANT TO SECTION 7.3(B)

For Axon:

Neuroimunologicky ustav Slovenskej akademie vied (in English: The Institute of Neuroimmunology, Slovak Academy of Sciences), Dubravska cesta 9, 845 10 Bratislava 45, Slovakia

ATTACHMENT 4: IDENTIFIED AFFILIATED ENTITIES PURSUANT TO SECTION 9.5

[Axon to confirm]

ATTACHMENT 5: FUNDS ALLOCATION AND DISTRIBUTION PLAN

All tables in this attachment consider the maximum grant. Sums are subject to redetermination in the event that the grant is reduced.

5.1 Original Budget

Original InterTAU budget				
Organization Short name	Staff member costs	Research, training and networking costs	Management and indirect costs	Total Net funds
MU	€180 600	€154 800	€60 200	€395 600
AXON	€212 100	€181 800	€70 700	€464 600
LIOS	€58 800	€50 400	€19 600	€128 800
RCSI	€10 500	€9 000	€3 500	€23 000
UNCuyo	€21 000	€18 000	€7 000	€46 000
UHN	€0	€0	€0	€0
OSU	€0	€0	€0	€0
PITT	€0	€0	€0	€0
Total	€483 000	€414 000	€161 000	€1 058 000

5.2 Budget transfers from the Consortium and UNCuyo to common funds

5.2.1. Budget transfer to the Management Activities Funds

A Mutual Management Activities Fund collecting 40% of each Party's RTN budget (€ 64,600)			
Organization Short name	Original Management and indirect costs budget	Contribution to Mutual Management fund (40%)	Management and indirect costs
MU	€60,200	€24,080	€100,520
AXON	€70,700	€28,280	€42,420
LIOS	€19,600	€7,840	€11,760
RCSI	€3,500	€1,400	€2,100
UNCuyo	€7,000	€2,800	€4,200
UHN	€0	€0	€0
OSU	€0	€0	€0
PITT	€0	€0	€0
TOTAL	€161,000	€64,400	€161,000

5.2.2 Budget transfer to the Mutual RTN Costs Fund

Mutual RTN fund collecting 20% of each Party's RTN budget			
	Original RTN budget	Contribution to RTN Mutual Fund (20%)	RTN budget after transfers to RTN Mutual Fund
MU	€154,800	€30,960	€123,840
AXON	€181,800	€36,360	€145,440
LIOS	€50,400	€10,080	€40,320
RCSI	€9,000	€1,800	€7,200
UNCuyo	€18,000	€3,600	€14,400
total	€414,000	€82,800	€331,200

5.3 Budget allocation reflecting transfers to both the RTN Costs and Management Activities Funds

The global funds allocation reflecting the transfer to both the RTN Costs and Management Activities funds				
Organization Short name	Cost for seconded staff	Research, training and networking costs	Management and indirect costs	Net funds
MU	€180 600	€206 640	€100 520	€487 760
AXON	€212 100	€145 440	€42 420	€399 960
LIOS	€58 800	€40 320	€11 760	€110 880
RCSI	€10 500	€7 200	€2 100	€19 800
UNCuyo	€21 000	€14 400	€4 200	€39 600
UHN	€0	€0	€0	€0
OSU	€0	€0	€0	€0
PITT	€0	€0	€0	€0
TOTAL	€483 000	€414 000	€161 000	€1 058 000

5.4 Funds transfers from the Consortium to the Partner Organizations

Funds transfers from the Parties to the Partner Organizations			
Organization Short name	UHN	OSU	PITT
MU	€5 000	€6 000	€10 000
AXON	€11 500	€2 000	€2 000
LIOS	€0	€4 000	€10 000
RCSI	€0	€0	€0
UNCuyo	€0	€0	€0
UHN	€0	€0	€0
OSU	€0	€0	€0
PITT	€0	€0	€0
TOTAL	€16 500	€12 000	€22 000

5.5 The global funds allocation including funds transfers to the Partner Organizations

The global funds allocation reflecting the transfer to both the RTN and Management Activities funds				
Organization Short name	Cost for seconded staff	Research, training and networking costs	Management and indirect costs	Net funds
MU	€180 600	€185 640	€100 520	€466 760
AXON	€212 100	€129 940	€42 420	€384 460
LIOS	€58 800	€26 320	€11 760	€96 880
RCSI	€10 500	€7 200	€2 100	€19 800
UNCuyo	€21 000	€14 400	€4 200	€39 600
UHN	€0	€16 500	€0	€16 500
OSU	€0	€12 000	€0	€12 000
PITT	€0	€22 000	€0	€22 000
TOTAL	€483 000	€414 000	€161 000	€1 058 000

5.6 Distribution Plan

5.6.1 Prefinancing

Pre-financing amount: 687 700 €

Prefinancing – 60%				
Organization Short name	Cost for seconded staff	Research, training and networking costs	Management and indirect costs	Net funds
MU	108 360 €	123 984 €	60 312 €	292 656 €
AXON	127 260 €	87 264 €	25 452 €	239 976 €
LIOS	35 280 €	24 192 €	7 056 €	66 528 €
RCSI	6 300 €	4 320 €	1 260 €	11 880 €
TOTAL	289 800 €	248 400 €	96 600 €	634 800 €

Participant Guarantee Fund: 52 900 €

Pre-financing amount: 634 800 €

5.6.2. Interim Payment (25%)

The interim payment will be calculated in accordance with expenses done during the first reporting period. Its maximal amount is the amount needed to reach 90% of the grant. If the interim payment is reduced, the amount given to each Party will be recalculated in accordance with the Secondments actually performed. (Section 7).

90% of the grant: 952 200 €
 Pre-financing: 687 700 €
 Interim Payment: 264 500 €

Interim payment - 25%				
Organization Short name	Cost for seconded staff	Research, training and networking costs	Management and indirect costs	Net funds
MU	45 150 €	51 660 €	25 130 €	121 940 €
AXON	53 025 €	36 360 €	10 605 €	99 990 €
LIOS	14 700 €	10 080 €	2 940 €	27 720 €
RCSI	2 625 €	1 800 €	525 €	4 950 €
TOTAL	120 750 €	103 500 €	40 250 €	264 500 €

5.6.3 Balance

The balance will be calculated accordingly to expenses done during the whole project. In case of reduction of grant, the amount given to each Party will be recalculated according to the Secondments actually performed. (Section 7).

Maximum grant amount: 1 058 000 €
 Pre-financing: 687 700 €
 Interim Payment: 264 500 €
 Participant Guarantee Fund: 52 900 €
 Balance: 158 700 €

Balance - 15%				
Organization Short name	Cost for seconded staff	Research, training and networking costs	Management and indirect costs	Net funds
MU	27 090 €	30 996 €	15 078 €	73 164 €
AXON	31 815 €	21 816 €	6 363 €	59 994 €
LIOS	8 820 €	6 048 €	1 764 €	16 632 €
RCSI	1 575 €	1 080 €	315 €	2 970 €
TOTAL	72 450 €	62 100 €	24 150 €	158 700 €

ATTACHMENT 6: AGGREGATED LIABILITY OF THE PARTIES

The aggregated liability of each Party towards all other Parties, according to Section 5.2, is:

Aggregated Liability of the Parties				
Organization Short name	Cost for seconded staff	Research, training and networking costs	Management and indirect costs	Net funds
MU	€180 600	€185 640	€100 520	€466 760
AXON	€212 100	€129 940	€42 420	€384 460
LIOS	€58 800	€26 320	€11 760	€96 880
RCSI	€10 500	€7 200	€2 100	€19 800
UNCuyo	€21 000	€14 400	€4 200	€39 600
UHN	€0	€16 500	€0	€16 500
OSU	€0	€12 000	€0	€12 000
PITT	€0	€22 000	€0	€22 000
TOTAL	€483 000	€414 000	€161 000	€1 058 000

ATTACHMENT 7: GRANT AGREEMENT



Grant
Agreement-873127-1

ATTACHMENT 8: BANK ACCOUNTS

Bank Account numbers		
Organization Short name	IBAN	BIC/SWIFT
MU	CZ43 0100 0000 0000 8563 6621	KOMBCZPPXXX
AXON	XXXXXXXXXX	XXXXXXXXXX
LIOS	XXXXXXXXXX	XXXXXXXXXX
RCSI	XXXXXXXXXX	XXXXXXXXXX
UNCuyo	Account number: XXXXXXXXXXX	XXXXXXXXXX
UHN	Transit & FI Code: XXXXXXXXXXX	XXXXXXXXXX
OSU	Bank routing #: XXXXXXXXXXX; BAN: XXXXXXXXXXX	XXXXXXXXXX
PITT	Routing Number: XXXXXXXXXXX, Account: XXXXXXX	XXXXXXXXXX

ATTACHMENT 10: SECONDMENT AGREEMENT TEMPLATE

SECONDMENT AGREEMENT

This Secondment Agreement (“Agreement”) is entered into between:

[“**Seconding institution name and address**] – *see example*: MASARYK UNIVERSITY, CENTRAL EUROPEAN INSTITUTE OF TECHNOLOGY (CEITEC MU), registered office: Žerotínovo nám. 9, 601 77 Brno, Czech Republic,

and

[“**Hosting institution name and address**] – *see example*: AXON NEUROSCIENCE R&D SERVICES SE (AXON), established at Dvorakovo Nabrezie 10, Bratislava 81102, Slovakia

and

NAME SURNAME, date of birth XX.XX.XXXX, residing at XXXXXX, (the “Seconded Staff Member” or “SSM”);

Together the “Parties” or individually a “Party”,

have agreed as follows:

1. INTRODUCTION

1.1 The Seconding Entity agrees to the placement of NAME SURNAME with AXON, as a Seconded Staff Member within the framework of the InterTAU Marie Skłodowska-Curie Action Research and Innovation Staff Exchange Grant Agreement No. 873127 (“**Grant Agreement**”), entitled “Integrative structural biology of pathological tau protein, an appealing therapeutic target for Alzheimer’s disease modifying drugs” (“**InterTAU Project**”), for 100% full-time equivalent under the following conditions:

- a) Effective Date/Start Date of Secondment: XX.XX.XXXX
- b) Final Date of Secondment: XX.XX.XXXX
- c) Total planned duration: X person-month
- d) For the Services set out in the attached Secondment Plan.

1.2 The Secondment will be based at the Host Entity in [insert name of place].

1.3 The activities of the SSM during the Secondment will be supervised by [insert name of responsible person at Host Entity].

1.4 The Host Entity shall provide the facilities necessary for the SSM to perform the Services as outlined in Appendix A (Secondment Plan) for the duration of the Secondment.

2. DEFINITIONS

2.1 Words defined with a capital letter shall have the meaning defined herein, or in the Rules for Participation, the Grant Agreement or the Consortium Agreement.

“Secondment” means the period during which a Seconded Staff Member is hosted by an entity (Host Entity) other than his or her employing institution (Seconding Entity);

“Seconded Staff Member” or **“SSM”** means an individual sent from a Seconding Entity to a Host Entity that complies with the following conditions at the date of the Secondment:

- a) is one of the following:
 - (i) an ‘early stage researcher’, meaning an individual in the first four years of his or her research career and that does not have a doctoral degree;
 - (ii) an ‘experienced researcher’, meaning an individual possessing a doctoral degree or with at least four years of research experience; or
 - (iii) administrative, managerial, or technical staff that supports research and innovation activities under the InterTau project;and
- b) has, at the time of the Secondment, been actively engaged in, or linked to, research and innovation activities for at least one month at the Seconding Entity.

“Secondment Plan” means the detailed plan of activities to be carried out by the Seconded Staff Member in the Host Entity as set forth in Appendix A.

3. TERMS AND CONDITIONS

- 3.1 The Secondment is subject to the Seconded Staff Member being and remaining eligible to be appointed in the country of the Seconding Entity, and is subject to the SSM obtaining a valid visa entitling the SSM to work in [the Host Entity Country] and complying with the [Host Entity country]’s immigration laws and regulations. The Seconding Entity, with assistance from the Host Entity as needed, shall assist the SSM with administrative procedures related to the Secondment.
- 3.2 During the Secondment, the Host Entity shall have day-to-day control of the SSM. The SSM undertakes to comply with the working practices of, and take instructions from, the Host Entity.

4. OBLIGATIONS OF THE HOST ENTITY

- 4.1 The Host Entity shall ensure that the SSM enjoys the same standards of safety and occupational health as those of the Host Entity’s employees holding a similar position.
- 4.2 The Host Entity shall ensure that throughout the Secondment, the SSM is provided with adequate workplace safety and on-the-job training and necessary means, including the infrastructure, equipment and materials, for implementing the project in the scientific and technical fields concerned

5. OBLIGATIONS OF THE SECONDING ENTITY

- 5.1 The Seconding Entity shall ensure that the SSM is covered by an adequate medical insurance scheme.
- 5.2 The Seconding Entity shall ensure that the SSM is reintegrated after the Secondment.

- 5.3 The Seconding Entity shall be liable for damage caused to the Host Entity as a result of the SSM's gross negligence or wilful misconduct related to his or her use of equipment, laboratory facilities or general premises.

6. OBLIGATIONS OF THE SECONDED STAFF MEMBER

- 6.1 The SSM shall devote himself or herself full-time to the tasks as outlined in Appendix A (Secondment Plan), unless there are duly justified reasons connected to personal or family circumstances.
- 6.2 During the Secondment, the SSM shall write daily laboratory book with records of performed experiments and other scientific activities, such as library visits or trainings.
- 6.3 The SSM shall collect all documents relevant to evidencing the duration of the Secondment, such as travel documents or access rights at the Host Entity premises.
- 6.4 At the end of the Secondment, the SSM shall complete and submit the evaluation questionnaire provided by the Agency.
- 6.5 Two years after the Final Date of Secondment, the SSM shall complete and submit the follow-up questionnaire provided by the Agency.

7. INTELLECTUAL PROPERTY

- 7.1 The Seconded Staff Member shall comply with the intellectual property arrangements between the Parties to the Grant Agreement at all times during the Secondment. In signing this Agreement, the Seconded Staff Member confirms that s/he is aware of his or her obligations with respect to intellectual property arrangements under the Grant Agreement.

8. CONFIDENTIALITY AND NON-DISCLOSURE

- 8.1 The Seconded Staff Member shall comply at all times with the Grant Agreement Article 36 (Confidentiality), and the Consortium Agreement Section 10 (Non-Disclosure of Information). In signing this Agreement, the Seconded Staff Member confirms that s/he is aware of his or her obligations of confidentiality and non-disclosure under those agreements.
- 8.2 The Host Entity may enter into a separate non-disclosure agreement with the Seconded Staff Member, provided that the provisions of that agreement do not contravene the provisions of the Grant Agreement.

9. FINANCE ARRANGEMENTS

- 9.1 The Host Entity shall cover the costs associated with the general use of premises, infrastructure, equipment, products, and consumables during the period of the Secondment.
- 9.2 The Host Entity shall not be responsible in any case for the payment or waiver of any cost associated with the accommodation, board, or travel expenses of the SSM.
- 9.3 The Seconding Entity shall provide the SSM with a top-up allowance to cover the travel, accommodation and subsistence of the Secondment. The amount is calculated as 2100 EUR multiplied by number of months actually spent by the SSM (each month is considered to have

30 days), on the condition that the total duration of Secondments per individual SSM within InterTAU Project does not exceed 12 months. The duration of a Secondment of an individual SSM at the Host Entity must be at least 1 month. For partial months of Secondment, a pro-rata unit cost of 1/30 will be reimbursed for each day. The SSM must submit documents of expenses against allowance to the Seconding Entity. The Seconding Entity must use the total amount of top-up allowance for the direct benefit of the SSM.

10. MISCELLANEOUS

- 10.1 To the extent of any inconsistency between this Secondment Agreement and the Grant Agreement, the Grant Agreement prevails.
- 10.2 Nothing in this Secondment Agreement shall be construed so as to diminish or alter the rights of the European Commission as set out in the Grant Agreement.
- 10.3 Nothing in this Secondment Agreement shall be construed so as to alter any agreements or the terms and conditions of employment of the Seconded Staff Member at the Seconding Entity.

11. GOVERNING LAW

- 11.1 This Secondment Agreement is governed by the law of the Slovak Republic.
- 11.2 The Seconding Entity, the SSM and the Host Entity consent to the exclusive jurisdiction of the courts of the Slovak Republic in respect of this Agreement.

12. DISPUTE SETTLEMENT

- 12.1 The Seconding Entity, the Host Entity and the SSM shall endeavour to amicably settle disputes arising out of or in connection with this Secondment Agreement. Any disputes that cannot be amicably resolved shall be finally settled under the courts of the Slovak Republic.

13. TERMINATION

- 13.1 This Secondment Agreement enters into force on the date when it is signed by the last party and ceases to exist on the Final Date of Secondment.
- 13.2 This Secondment Agreement may be terminated if the SSM's employment by the Seconding Entity is terminated for any reason.

14. SIGNATURES

- 14.1 This Secondment Agreement shall be executed in three (3) counterparts, to be kept by the Seconding Entity, the Host Entity, and the Seconded Staff Member, respectively.

SIGNATURES TO FOLLOW ON NEXT PAGE

Date:

Signed _____

NAME SURNAME, JOB TITLE

Seconded Staff Member

NAME:

JOB TITLE:

Date:

Signed _____

For and on behalf of [Insert name and address of Seconding Entity]

NAME:

JOB TITLE:

Date:

Signed _____

For and on behalf of [Insert name and address of Host Entity]

ATTACHMENT 11: MATERIAL TRANSFER AGREEMENT TEMPLATE

This Material Transfer Agreement (the “**Agreement**”) is effective from [X] (the “**Effective Date**”) and is entered into between:

, (“**Party 1**”),

and

, (“**Party 2**”; Party 1 and Party 2 jointly also as the “**Parties**” and individually as a “**Party**”)

The Parties have signed Grant Agreement No. 873127 and the accompanying Consortium Agreement (together, the “**InterTau Agreements**”) within the framework of the European Union Horizon 2020 Marie Skłodowska Curie Action entitled “Integrative structural biology of pathological tau protein, an appealing therapeutic target for Alzheimer’s disease modifying drugs” (“**InterTau Project**”). This Agreement is intended to complement the InterTau Agreements in cases where materials owned by a Party are transferred to the other Party within the InterTau Project and to regulate Parties’ rights and obligations with respect to these materials.

Therefore, the Parties have agreed as follows:

1. Definitions

The terms listed in below have the following meaning in this Agreement:

“**Background IP**” means (i) any invention and other know-how conceived and reduced to practice or made the subject of a patent application in any jurisdiction anywhere in the world before the Effective Date and (ii) any invention and other know-how conceived outside the InterTau Project and not first actually reduced to practice during and within the InterTau Project.

“**Confidential Information**” means any data, descriptions of information relating to the Research Materials, and all other scientific, business, or financial information marked as confidential or otherwise notified as being confidential, provided that the information is not:

- (a) publicly known or available from public sources;
- (b) made available by its owner to others without a confidentiality obligation;
- (c) already known by the receiving Party, or independently created or compiled by the receiving Party, without reference to or use of information provided under this Agreement; or
- (d) related to potential hazards or cautionary warnings associated with the production, handling or use of the Research Materials.

“**Data**” means any information produced in the performance of the InterTau Project while using the Provider’s Research Materials and any information related to the Provider’s Research Materials.

“**Inventions**” means any invention conceived or first actually reduced to practice in the performance of the InterTau Project.

“**Effective Date**” means the day when this Agreement becomes effective, as stated in the introductory sentence at the beginning of the Agreement.

“**InterTau Agreements**” has the meaning as specified in the preamble to this Agreement.

“**InterTau Consortium Agreement**” means the Consortium Agreement accompanying Grant Agreement No.873127 that was signed on [X].

“InterTau Project” means the research project to be conducted under the InterTau Agreements, as specified in the InterTau Agreements.

“Principal Investigator” means (i) if Party 1 is the Recipient, [X], and (ii) if Party 2 is the Recipient, [X];

“Provider” means the Party providing its Research Materials to the Recipient.

“Recipient” means the Party receiving Provider’s Research Materials from the Provider.

“Research Materials” means the items belonging to the Provider listed in 0, and as the case may be, any other materials the Provider provides to the Recipient in the performance of the InterTau Project.

“Recipient’s Personnel” means any individual who is employed by the Recipient and any individual who performs any work or services or similar activity under the authority or direction or on the basis of instructions of the Recipient, independently of the legal basis of that performance.

2. Use and Disposal

2.1 The Recipient shall not use Provider’s Research Materials for purposes other than conducting the InterTau Project, and only for so long as necessary to achieve that purpose.

2.2 The Recipient shall ensure that Provider’s Research Materials will be used solely by the Recipient’s Principal Investigator and Recipient’s Personnel working under the direction of the Recipient’s Principal Investigator.

2.3 If the Research Materials contain biological material, the Provider will be responsible to ensure that the Research Materials containing biological material were collected, handled, and otherwise processed in accordance with applicable legislation.

2.4 All Provider’s Research Materials are Provider’s property and may not be disclosed to, discussed with, or otherwise made accessible to persons who are not directly involved in the InterTau Project on behalf of the Recipient.

2.5 When the InterTau Project is completed or this Agreement is otherwise terminated, the Recipient shall, upon Provider’s choice and instruction, either (i) return all unused Provider’s Research Materials to the Provider, at Provider’s costs, or (ii) destroy all unused Provider’s Research Materials as directed by the Provider and in accordance with laws applicable to the Recipient and Recipient’s regulations and policies.

2.6 The Provider shall comply with applicable export law and regulations.

3. Inventions, Intellectual Property, and Licensing

3.1 Nothing in this Agreement shall be construed to grant a Party any right, title or interest in the other Party’s Background Invention or Confidential Information, except to the extent required to conduct the InterTau Project and for no other purpose.

3.2 Unless otherwise agreed by the Parties in writing, the Recipient shall not transfer the Provider’s Research Material to any third party.

3.3 Recipient or Provider shall retain sole ownership of and title to Inventions made solely by its respective employees and other individuals under its authority or direction. All Inventions jointly made by the Parties will be jointly owned.

3.4 The Recipient shall promptly report to Provider in writing each Invention made by the Recipient and the Recipient's Personnel. The Recipient shall provide sufficient detail in those reports so as to allow determination of inventorship in accordance with applicable laws. These reports constitute Confidential Information.

3.5 The Recipient shall allow the Provider to elect an exclusive, non-exclusive or partially exclusive license to any Invention in which the Recipient has ownership and which was made while using the Research Material. The Recipient and Provider shall negotiate license terms in good faith.

3.6 The provisions of this article 0 apply only to the extent to which they comply with the InterTau Agreements.

4. Confidentiality and publications

4.1 All Research Materials and Data are subject to the confidentiality provisions set forth in the InterTau Agreements.

4.2 Publication of any Data is subject to the relevant provisions of the InterTau Agreements.

5. Termination

5.1 Each Party may unilaterally terminate this Agreement at any time by delivering a written notice to the other Party. The rights and obligations under this Agreement will terminate 10 years after the delivery of that written notice.

6. Warranties

6.1 The Research Materials and Confidential Information are being supplied to Recipient with no representations or warranties, express or implied, including any representation or warranty of ownership, merchantability or fitness for a particular purpose. The Provider makes no representation or warranty that the use of the Research Material or its Confidential Information will not infringe any patent or proprietary rights of third parties. It is the intention of Recipient that the Provider will not be liable for any claims for damages arising from Recipient's use of the Research Material; however, no indemnification is provided or intended.

7. Miscellaneous

7.1 If there is an inconsistency between this Agreement and the InterTau Agreements, the InterTau Grant Agreement prevails.

7.2 All notices shall be in writing and signed by an authorized representative of the notifying Party. The Parties shall send notices by registered or certified mail with return receipt, or by an express/overnight commercial delivery service, with delivery prepaid. Notices shall be properly addressed at the addresses provided at the beginning of this Agreement or to any other address designated in writing.

7.3 If the Parties decide to collaborate on any additional research using Research Materials, a new agreement that defines the extent of that additional collaboration will be negotiated.

7.4 This Agreement constitutes the entire agreement of the Parties concerning the subject matter of this Agreement and supersedes any prior understanding or written or oral agreement. Any agreement to materially change any terms or conditions of this Agreement or the appendices shall be valid only if the change is made in writing, executed by the Parties hereto.

7.5 The law governing the InterTau Consortium Agreement also governs this Agreement.

7.6 The body having jurisdiction over the InterTau Consortium Agreement also has jurisdiction over this Agreement.

SIGNATURES BEGIN ON THE NEXT PAGE

SIGNATURE PAGE

FOR PARTY 1:

Signature

Date

Typed Name

Title/Function

Signature of Principal Investigator

FOR PARTY 2:

Signature

Date

Typed Name

Title/Function

Signature of Principal Investigator

ANNEX 1 - RESEARCH MATERIALS

Party 1's Research Materials:

[Parties to confirm case-by-case]

Party 2's Research Materials:

[Parties to confirm case-by-case]

ATTACHMENT 12: CONSORTIUM AGREEMENT



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