

Consortium Agreement

H2020 Coordination and Support Action

ORION

**Open Responsible research and Innovation to further Outstanding
kNowledge**

V4
06.02.2017

Table of Contents

CONSORTIUM AGREEMENT.....	5
Section 1: Definitions.....	6
1.2 Additional Definitions.....	6
Section 2: Purpose.....	7
Section 3: Entry into force, duration and termination.....	7
3.1 Entry into force.....	7
3.2 Duration and termination.....	7
3.3 Survival of rights and obligations.....	8
Section 4: Responsibilities of Parties.....	8
4.1 General principles.....	8
4.2 Breach.....	8
4.3 Involvement of third parties.....	8
Section 5: Liability towards each other.....	9
5.1 No warranties.....	9
5.2 Limitations of contractual liability.....	9
5.3 Damage caused to third parties.....	9
5.4 Force Majeure.....	9
Section 6: Governance structure.....	10
6.1 General structure.....	10
6.2 General operational procedures for all Consortium Bodies.....	10
6.3 Specific operational procedures for the Consortium Bodies.....	12
6.4 Coordinator.....	15
6.5 Project Management Team.....	15
6.6 Advisory Board (AB).....	15
Section 7: Financial provisions.....	16
7.1 General Principles.....	16
7.1.1 Distribution of Financial Contribution.....	16
7.1.2 Justifying Costs.....	16
7.1.3 Funding Principles.....	16
7.1.4 Financial Consequences of the termination of the participation of a Party.....	16
7.2 Budgeting.....	16
7.3 Payments.....	17
7.3.1 Payments to Parties are the exclusive tasks of the Coordinator.....	17
7.3.2 The payment schedule.....	17
Section 8: Results.....	17
8.0 Ownership of Results.....	17
8.1 Joint ownership.....	17
8.2 Transfer of Results.....	18
8.3 Dissemination.....	18
8.3.1 Dissemination of own Results.....	18
8.4 Exclusive licenses.....	19
Section 9: Access Rights.....	20
9.1 Background included.....	20

ORION Consortium Agreement, version 406-02-2017

- 9.2 General Principles 20
- 9.3 Access Rights for implementation 20
- 9.4 Access Rights for Exploitation 21
- 9.5 Access Rights for Affiliated Entities 21
- 9.6 Additional Access Rights 21
- 9.7 Access Rights for Parties entering or leaving the consortium 21
 - 9.7.1 New Parties entering the consortium 21
 - 9.7.2 Parties leaving the consortium 22
- 9.8 Specific Provisions for Access Rights to Software 22
- Section 10: Non-disclosure of information 22
- Section 11: Miscellaneous 23
 - 11.1 Attachments, inconsistencies and severability 23
 - 11.2 No representation, partnership or agency 24
 - 11.3 Notices and other communication 24
 - 11.4 Assignment and amendments 24
 - 11.5 Mandatory national law 24
 - 11.6 Language 24
 - 11.7 Applicable law 24
 - 11.8 Settlement of disputes 25
- Section 12: Signatures 25
 - Attachment 1: Background included 35
 - Attachment 2: Accession document 38
 - Attachment 3: List of Third Parties 39
 - Attachment 4: Identified Affiliated Entities 40
 - Attachment 5: Agreement for the Transfer of Material 41

ORION Consortium Agreement, version 406-02-2017

Change Records

Version	Date	Changes	Author
Version 1	February 2014		[REDACTED]
Version 1.1	May 2014	"Remarks", item 4: reference to RfP updated	[REDACTED]
Version 1.2	September 2014	Reviewed by TT and Legal at CRG	[REDACTED] [REDACTED] [REDACTED]
Version 1.3	March 12 th 2015	Reviewed by ISA for generating a CA template for CRG	[REDACTED] [REDACTED] [REDACTED]
Version 2	December 29 th 2016	Reviewed specifically to create a ORION CA draft	[REDACTED] [REDACTED]
Version 3	January 18 th 2017	Partners reviewed and provided comments and proposed changes	[REDACTED]
Version 3.1	January 24 th 2017	Reviewed by Legal at CRG	[REDACTED] [REDACTED]
Version 4.0	February 06 th 2017	Agreed Final Version	[REDACTED]

REMARKS

This Consortium Agreement is based on the DESCA model, which is created for projects which will be governed by a ["Multi-beneficiary General Grant Agreement"](#) (MGA), i.e. notably "Research and Innovation Actions" and "Innovation Actions". A use for other types of projects will likely require adaptations.

The new DESCA model addresses the features of Horizon 2020, which is intended to be a considerable evolution as compared to previous Framework Programmes. Following the feedback of many stakeholders, the explicit aim of the update for H2020 was to adapt where necessary and to keep the continuity of the DESCA FP7 text where possible.

In order to facilitate coordination and collaboration, this model provides for internal arrangements between beneficiaries, governance of the project and financial issues.

In order to be as user-friendly as possible, the model and the elucidations focus on a "mainstream" project and are not intended to give all alternatives for a given situation. The wording aims to be accessible and easy to understand notably for non-lawyers.

The H2020 MGA contains several options which will be adapted to the individual project. DESCA 2020 is based on what we expect to be the "default setting" of MGA options.

The model was adapted to suit specific features of ORION.

The Rules for Participation, all MGAs, and the other related documents are available at: http://ec.europa.eu/research/participants/portal/desktop/en/funding/reference_docs.html#h2020-legal-basis-rfp.

It is strongly advised to read the MGA and the related documents, and it is important to be aware of the fact that DESCA is supplementary to the Rules for Participation and the Grant Agreement. Many items regulated there are NOT repeated here, but should be carefully taken into account and re-read in case of doubt.

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “the Rules”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on 1st May 2017, hereinafter referred to as the Effective Date.

BETWEEN:

1. **FUNDACIO CENTRE DE REGULACIO GENOMICA, (hereinafter referred to as, the “Coordinator.”)**
2. **MASARYKOVA UNIVERZITA**
3. **THE BABRAHAM INSTITUTE**
4. **MAX-DELBRUCK-CENTRUM FUR MOLEKULARE MEDIZIN IN DER HELMHOLTZ-GEMEINSCHAFT**
5. **INSTITUTO DE SALUD CARLOS III**
6. **VETENSKAP & ALLMANHET, VA**
7. **UNIVERSITAT AUTONOMA DE BARCELONA**
8. **JIHOMORAVSKE CENTRUM PRO MEZINARODNI MOBILITU, ZAJMOVE SDRUZENI PRAVNICKYCH OSOB*JCMM**
9. **FONDAZIONE ANT ITALIA ONLUS**

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

relating to the Action entitled

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in short

ORION

hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the EC (hereinafter “Grant Agreement”).

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules or in the Grant Agreement including its Annexes.

“Access Rights” means rights to use Background or Results under the terms and conditions laid down in this Agreement;

“Affiliated Entity” means any legal entity that is under the direct or indirect control of a Party, or under the same direct or indirect control as the Party, or that is directly or indirectly controlling a Party. Control may take any of the following forms:

- (a) the direct or indirect holding of more than 50 % of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity;
- (b) the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned.

However, the following relationships between legal entities shall not in themselves constitute controlling relationships:

- (a) the same public investment corporation, institutional investor or venture-capital company has a direct or indirect holding of more than 50 % of the nominal value of the issued share capital or a majority of voting rights of the shareholders or associates;
- (b) the legal entities concerned are owned or supervised by the same public body;

“Background” means any data, know-how or information in whatever form or nature, tangible or intangible, including any related rights such as intellectual property rights, that: (i) is held by the Parties prior to their accession to this Agreement and the Grant Agreement; (ii) is Needed for carrying out the Project or for Exploiting its Results; and (iii) is identified by the Parties in accordance with Article 9.1 below;

“Dissemination” means the public disclosure of the Results by any appropriate means (other than resulting from protecting or Exploiting the Results), including by scientific publications in any medium;

“Exploitation” means the use of Background or Results in further research activities other than those covered by the Project, or in developing, creating and marketing a product or process, or in creating and providing a service, or in standardisation activities;

“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 Rights, 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;

“Results” means any tangible or intangible output of the Project, such as data, knowledge or information, that is generated in the Project, whatever its form or nature, and whether or not it can be protected, as well as any rights attached to it, including intellectual property rights (**“Intellectual Property Rights”**).

1.2 Additional Definitions

ORION Consortium Agreement, version 406-02-2017

Without prejudice to any definitions shown elsewhere in this Consortium Agreement, the following additional definitions shall apply:

“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 General Assembly.

“Funding Authority” means the body awarding the grant for the Project.

“Defaulting Party” means a Party which the General Assembly has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

“Needed” means:

- For the implementation of the Project: Access Rights are Needed if, without the grant of such 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.
- For exploitation of own Results: Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

“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.

Section 2: Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

Section 3: Entry into force, duration and termination

3.1 Entry into force

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

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

An entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

This Consortium 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 Consortium Agreement.

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

If the Grant Agreement
- is not signed by the Funding Authority or a Party, or

ORION Consortium Agreement, version 406-02-2017

- is terminated,
- or if a Party's participation in the Grant Agreement is terminated,
this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

The provisions relating to Access Rights and Confidentiality, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

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

Section 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 Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

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

Each Party shall promptly provide all information reasonably required by a Consortium Body or 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.

4.2 Breach

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant 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 General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the General Assembly may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3 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 such third party's compliance with the provisions of this Consortium Agreement

and of the Grant Agreement. That party has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

Section 5: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. 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 such 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 such damage was not caused by a wilful act or gross negligence.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a wilful act or gross negligence.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's statutory liability.

In the case of transfer of material between Parties for the performance of the Project, an agreement based on the model of the Material Transfer Agreement provided on the DESCA website (www.DESCA-2020.eu, in the DESCA archives in Attachment 7 of DESCA version 1) and included as Attachment 5 in this Consortium Agreement, shall be entered into between the said Parties and may be amended to contain specific conditions regarding liabilities.

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

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

Section 6: Governance structure

6.1 General structure

The organisational structure of the Consortium shall comprise the following Consortium Bodies:

The General Assembly (GA) as the ultimate decision-making body of the consortium.

The Project Steering Committee (PSC) as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly.

The Coordinator is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

The Project Management Team assists the Steering Committee and the Coordinator.

The **Advisory Board** (AB) will assess the quality and the progress of the Project.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as "Member"):

- should be represented at any meeting of such Consortium Body;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings

The chairperson of a Consortium Body shall convene meetings of that Consortium Body.

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon written request of the Steering Committee or 1/3 of the Members of the General Assembly
Steering Committee	At least quarterly	At any time upon written request of any Member of the Steering Committee

6.2.2.2 Notice of a meeting

The chairperson of a Consortium Body shall give notice in writing of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
General Assembly	45 calendar days	15 calendar days
Steering Committee	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda

ORION Consortium Agreement, version 406-02-2017

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Steering Committee	7 calendar days

6.2.2.4 Adding agenda items

Any agenda item requiring a decision by the Members of a Consortium Body must be identified as such on the agenda.

Any Member of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Steering Committee	2 calendar days

6.2.2.5 During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.

6.2.2.6 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document which is then agreed by the defined majority (see Section 6.2.3.) of all Members of the Consortium Body. Such document shall include the deadline for responses.

6.2.2.7 Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

6.2.2.8 Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.5.

6.2.3 Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

6.2.3.2 Each Member of a Consortium Body present or represented in the meeting shall have one vote.

6.2.3.3 Defaulting Parties may not vote.

6.2.3.4 Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

6.2.4 Veto rights

ORION Consortium Agreement, version 406-02-2017

6.2.4.1 A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.2.4.2 When the decision is foreseen on the original agenda, a Member may veto such a decision during the meeting only.

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are sent.

6.2.4.4 In case of exercise of veto, the Members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

6.2.4.5 A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

6.2.4.6 A Party requesting to leave the consortium may not veto decisions relating thereto.

6.2.5 Minutes of meetings

6.2.5.1 The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 10 calendar days of the meeting.

6.2.5.2 The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3 The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them.
If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

In addition to the rules described in Section 6.2, the following rules apply:

6.3.1.1 Members

6.3.1.1.1 The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member).

6.3.1.1.2 Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement. Members have to ensure to obtain approval from authorised representatives within their own organisations as applicable or required for the above decisions.

6.3.1.1.3 The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

ORION Consortium Agreement, version 406-02-2017

6.3.1.1.4 The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.2 Decisions

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Project Steering Committee shall also be considered and decided upon by the General Assembly

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)
- Additions to Attachment 4 (Identified Affiliated Entities)]

Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority for suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement

Appointments

On the basis of the Grant Agreement, the appointment if necessary of: Project Steering Committee Members

6.3.2 Project Steering Committee

In addition to the rules in Section 6.2, the following rules shall apply:

6.3.2.1 Members

The Project Steering Committee shall consist of the Coordinator and WP leaders (hereinafter Executive Members).

ORION Consortium Agreement, version 406-02-2017

The Coordinator shall chair all meetings of the Project Steering Committee, unless decided otherwise by a majority of two-thirds.

6.3.2.2 Minutes of meetings

Minutes of Project Steering Committee meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

6.3.2.3 Tasks

6.3.2.3.1 The Project Steering Committee shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section 6.3.1.2.

6.3.2.3.2 It shall seek a consensus among the Parties.

6.3.2.3.3 The Project Steering Committee shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.3.4 The Project Steering Committee shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5 In addition, the Project Steering Committee shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly.

6.3.2.3.6 The Project Steering Committee shall:

- agree on the Members of the Project Management Team, upon a proposal by the Coordinator

- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables

- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29.

6.3.2.3.7 In the case of abolished tasks as a result of a decision of the General Assembly, the Project Steering Committee shall advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4 Coordinator

6.4.1 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 Consortium Agreement.

6.4.2 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, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
transmitting 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 7.3
providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such 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.

6.4.3 If the Coordinator fails in its coordination tasks

the General Assembly may propose to the Funding Authority to change the Coordinator.

6.4.4 The Coordinator shall not be entitled

to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement.

6.4.5 The Coordinator shall not enlarge its role

beyond the tasks specified in this Consortium Agreement and in the Grant Agreement.

6.5 Project Management Team

The Project Management Team shall be proposed by the Coordinator. It shall be appointed by the Project Steering Committee and shall assist and facilitate the work of the Project Steering Committee and the Coordinator for executing the decisions of the General Assembly as well as the day-to-day management of the Project.

6.6 Advisory Board (AB)

An Advisory Board (AB) (an external body) will be appointed by the General Assembly during the project's kick-off meeting. The AB will be charged with operating a scientific control externally. It will assess the quality and the progress of the Project and will have the task of controlling the scientific quality of the main outputs. The Coordinator is authorised to execute with each member

of the AB a non-disclosure agreement, which terms shall be not less stringent than those stipulated in this Consortium Agreement, no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The Coordinator shall write the minutes of the AB meetings and prepare the implementation of the AB's suggestions. The AB members shall be allowed to participate in General Assembly meetings upon invitation but have no voting rights.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The financial contribution of the Funding Authority to the Project shall be distributed by the Coordinator according to:

- the Consortium Plan
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.

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

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the Funding Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Funding Authority.

7.1.3 Funding Principles

A Party which spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only.

A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

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

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks. Any additional costs which are not covered by the Defaulting Party shall in principle be apportioned to the remaining Parties pro rata to their share in the total costs of the Project as identified in the Consortium Plan.

7.2 Budgeting

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.

7.3 Payments

7.3.1 Payments to Parties are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

notify the Party 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 Community financial contribution to the Project separated 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 Party 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.

7.3.2 The payment schedule,

Which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the following:

Pre-financing: it will be distributed to the Parties proportionally to their share of the total EC contribution;

Interim payments: they will be paid to the Parties upon acceptance and receipt from the Funding Authority of the reported costs accepted.

Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority without undue delay, within a maximum delay of 30 days and in conformity with the provisions of the Grant Agreement. In case of an expected longer delay than 30 days, this will be justified and communicated to the partners with prior notice.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Beneficiary which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.

Section 8: Results

8.0 Ownership of Results

Results are owned by the Party that generates them.

8.1 Joint ownership

Two or more Parties own results jointly if they have jointly generated them, and it is not possible to establish the respective contribution of each Party, or separate them for the purpose of applying for, obtaining or maintaining protection, or any other intellectual property right.

The joint owners shall reach a written agreement on the allocation and terms of exercise of their joint ownership, that ensures compliance with their obligations under this Agreement ("Joint Ownership Agreement"), within a six (6) month period as from the date of the generation of such Results. In the absence of an agreement, or until such an agreement is reached, such Results

ORION Consortium Agreement, version 406-02-2017

shall be jointly owned in shares according to their share of contribution (such share to be determined by taking into account in particular, but not limited to, the contribution of a joint owner to an inventive step, etc.) to the Results by the joint owners concerned.

Unless otherwise agreed:

each of the joint owners shall be entitled to use their jointly owned Results for non-commercial internal research activities and non-commercial teaching purposes 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, to be agreed between the Parties concerned before the interested joint owner effectively Exploits the Results.

The joint owners shall agree on all protection measures and the division of related cost in advance.

8.2 Transfer of Results

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

8.2.2 It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to this Consortium 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.

8.2.3 The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

Any addition to Attachment (3) after signature of this Agreement requires a decision of the General Assembly.

8.2.4 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.

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

8.3 Dissemination

8.3.1 Dissemination of own Results

8.3.1.1 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 or presentation shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made

ORION Consortium Agreement, version 406-02-2017

in accordance with the Grant Agreement in writing to the Coordinator and to the Party or 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.

8.3.1.2 An objection is justified if

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

The objection has to include a precise request for necessary modifications.

8.3.1.3 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 amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

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

8.3.2 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, in which case inclusion shall be duly acknowledged. For the avoidance of doubt, the absence of an objection according to 8.3.1 is not a written approval.

8.3.3 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Results or Background subject to the confidentiality, publication and other relevant provisions agreed in this Consortium Agreement and the Grant Agreement.

The Parties undertake to cooperate to resolve disputes as to the contents of such publication in order to ensure timely release of the publication, in any event within 4 months of first notification that a publication will be made, further to Section 8.3.1.

8.3.4 Use of names, logos or trademarks

Nothing in this Consortium 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.

8.4 Exclusive licenses

Pursuant to Grant Agreement Article 30.2, each Party may grant licences to its Results (or otherwise give the right to Exploit them), if this does not impede the Access Rights according to Section 9 below. Therefore, exclusive licences for Results may be granted only if all the parties concerned have waived their Access Rights. Dissemination of Results in the form of publications is regulated by the Art. 8.3.1-8.3.4.

Where a Party wishes to grant an exclusive licence to its Results and seeks the written waiver of the other Parties pursuant to Grant Agreement Article 30.2, the other Parties shall respond to the requesting Party within 45 calendar days of the request. The initial request shall be signed by and delivered to the Principal Investigator/s and authorised representative/s of the Party/ies, according to the procedure established in Section 11.3. Any Party's failure to respond (whether

in the negative or the positive) to the request within such 45 calendar days shall be deemed to constitute written approval of the waiver by the non-responding Party.

Section 9: Access Rights

9.1 Background included

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

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.1.2 Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the General Assembly is needed should a Party wish to modify or withdraw its Background in Attachment 1. Furthermore, any Party shall have the right to exclude some of its Background with respect to a new Party, by written notice to the Coordinator.

9.2 General Principles

9.2.1 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.

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

9.2.3 Access Rights shall be free of any administrative transfer costs.

9.2.4 Access Rights are granted on a non-exclusive basis.

9.2.5 Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

9.2.6 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.

The owning Party may impose to the Party requesting an Access Right the execution of a separate license agreement.

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

9.3 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.

9.4 Access Rights for Exploitation

9.4.1 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, non-commercial research activities shall be granted on a royalty free basis.

9.4.2 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.

9.4.3 A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4. Notwithstanding the foregoing, the Parties shall make their best efforts to identify their Affiliated Entities in Attachment 4 (Identified Affiliated Entities) to this Consortium Agreement.

Such Access Rights must be requested directly by the 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.

Affiliated Entities which obtain Access Rights in return fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such Affiliated Entities were Parties.

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

Access Rights granted to any Affiliated Entity 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 such Party.

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

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

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such 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 General Assembly to terminate its participation in the consortium.

9.7.2.1.2 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 9.4.3.

9.7.2.2 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 Consortium Agreement as if it had remained a Party for the whole duration of the Project.

9.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

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.

Section 10: Non-disclosure of information

10.1 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 which 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".

10.2 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 otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by 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 such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations.

10.3 The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so

ORION Consortium Agreement, version 406-02-2017

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.

10.4 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;

the Disclosing Party subsequently informs 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 thereof and under no obligation of confidence 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 such 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 the provision Section 10.7 hereunder.

10.5 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/or proprietary information, but in no case less than reasonable care.

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

10.7 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 such disclosure

- notify the Disclosing Party, and

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

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium 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 8.2.2)

Attachment 4 (Identified Affiliated Entities)

Attachment 5 (Agreement for the Transfer of Material)

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

ORION Consortium Agreement, version 406-02-2017

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

11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium 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.

11.3 Notices and other communication

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

Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 8.4., 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such 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.

Other communication:

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

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

11.4 Assignment and amendments

Except as set out in Section 8.2, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

The Parties agree to attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through an internal conflict resolution procedure by conducting negotiations between their representatives. If the Parties are unable to reach an agreed solution on any issue concerning this Agreement or the Project within 30 days after one Party has notified the Coordinator of that issue, they will refer the matter to their authorised representatives in an attempt to resolve the issue within 30 days after the referral.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the internal conflict resolution procedure established above within 60 days of the commencement of the dispute, the Parties shall submit it to the courts of Brussels that shall have exclusive jurisdiction.

Section 12: Signatures

AS WITNESS:

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

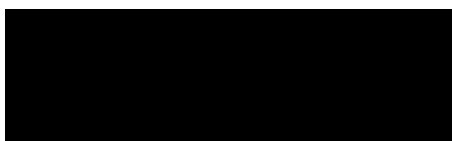
1. FUNDACIO CENTRE DE REGULACIO GENOMICA, the Coordinator

Name: Luis Serrano

Title: Director

Date : 08/02/2017

Signature

A solid black rectangular box redacting the signature of Luis Serrano.

.....

2. MASARYKOVA UNIVERZITA

Name: [REDACTED]

Title: [REDACTED]

Date: 07 -02- 2017

Signature

[REDACTED]

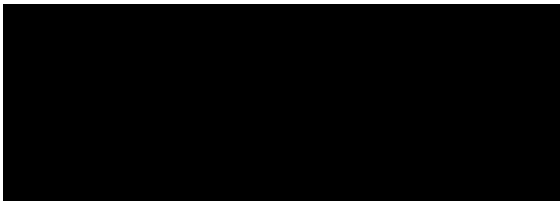
3. THE BABRAHAM INSTITUTE

Name: 

Title: International Grants Manager

Date: 7.2.17

Signature



4. MAX-DELBRUCK-CENTRUM FUR MOLEKULARE MEDIZIN IN DER HELMHOLTZ-GEMEINSCHAFT

Name: [REDACTED]

Name: [REDACTED]

Title: Scientific Director

Title: Administrative Director

Date: 15.02.17

Date: 15.02.17

Signature

Signature

[REDACTED]

[REDACTED]

5. INSTITUTO DE SALUD CARLOS III

Name: [REDACTED]

Title: General Director

Date: 10th Feb 2017

Signature

[REDACTED]



6. VETENSKAP & ALLMANHET, VA

Name: 

Title: Secretary General

Date: 10 Feb 2017

Signature



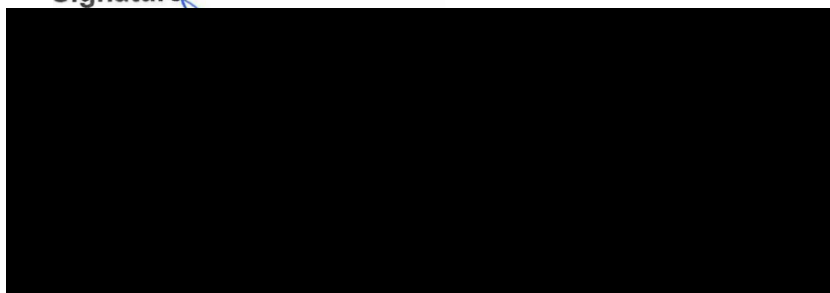
7. UNIVERSITAT AUTONOMA DE BARCELONA

Name: Prof. Dr. Armando Sanchez Bonastre

Title: Vice Rector for Research and Transfer

Date: - 7 FEB. 2017

Signature



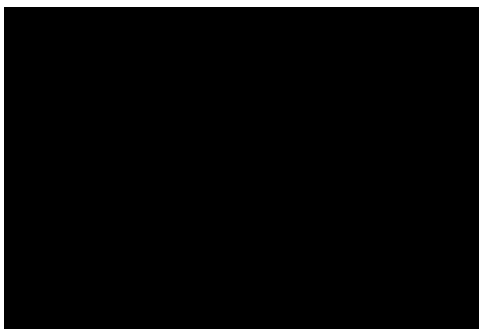
8. JIHOMORAVSKE CENTRUM PRO MEZINARODNI MOBILITU, ZAJMOVE SDRUZENI
PRAVNICKYCH OSOB*JCMM

Name: 

Title: Director

Date: 7/2/2017

Signature



9. FONDAZIONE ANT ITALIA ONLUS

Name: [REDACTED]

Title: [REDACTED]

Date:

Signature

[REDACTED]

Attachment 1: Background included

According to the Grant Agreement (Article 24) Background is defined as “data, know-how or information (...) that is needed to implement the action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

Background is defined in this Consortium Agreement in Section 1 as any data, know-how or information in whatever form or nature, tangible or intangible, including any related rights such as intellectual property rights, that: (i) is held by the Parties prior to their accession to this Agreement and the Grant Agreement; (ii) is Needed for carrying out the Project or for Exploiting its Results; and (iii) is identified by the Parties in accordance with Article 9.1 above.

PARTY 1

As to **FUNDACIO CENTRE DE REGULACIO GENOMICA**, it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of **FUNDACIO CENTRE DE REGULACIO GENOMICA** 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 Consortium Agreement.

PARTY 2

As to **MASARYKOVA UNIVERZITA**, it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of **MASARYKOVA UNIVERZITA** 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 Consortium Agreement.

PARTY 3

As to **THE BABRAHAM INSTITUTE** 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:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Public engagement resources including those related to the Babraham Institute public dialogue project.
..

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

PARTY 4

As to **MAX-DELBRUCK-CENTRUM FUR MOLEKULARE MEDIZIN IN DER HELMHOLTZ-GEMEINSCHAFT**, it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of **MAX-DELBRUCK-CENTRUM FUR MOLEKULARE MEDIZIN IN DER HELMHOLTZ-GEMEINSCHAFT** 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 Consortium Agreement.

PARTY 5

As to **INSTITUTO DE SALUD CARLOS III**, it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of **INSTITUTO DE SALUD CARLOS III** 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 Consortium Agreement.

PARTY 6

As to **VETENSKAP & ALLMANHET, VA**, 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:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Data from VA Barometer	Without limitations	Without limitations
..

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

PARTY 7

As to **UNIVERSITAT AUTONOMA DE BARCELONA**, it is agreed between the parties that, to the best of their knowledge, will grant Access Rights only to the Background generated by the research group CRECIM led by Dr. Digna Couso Lagarón and only to the extent needed to implement the actions or exploit the results related to ORION's Project, unless such access to the Background is restricted by existing or pending third party rights at the time that Access Rights are requested.

This represents the status at the time of signature of this Consortium Agreement

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

PARTY 8

As to **JIHOMORAVSKE CENTRUM PRO MEZINARODNI MOBILITU, ZAJMOVE SDRUZENI PRAVNICKYCH OSOB*JCMM**, it is agreed between the parties that, to the best of their knowledge

ORION Consortium Agreement, version 406-02-2017

no data, know-how or information of **JIHOMORAVSKE CENTRUM PRO MEZINARODNI MOBILITU, ZAJMOVE SDRUZENI PRAVNICKYCH OSOB*JCMM** 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 Consortium Agreement.

PARTY 9

As to **FONDAZIONE ANT ITALIA ONLUS**, 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:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
ANT will provide statistic data about patients and all the know-how info about palliative care developed during more than 35 years of activity.	All data will be treated according to National Privacy Law (d. lgs 196/2003). For specific researches, involving sponsors, we will require sponsors' agreement to disseminate data.	For the use of needed background in order to exploit their own results, under fair and reasonable conditions no specific limitations will be provided to beneficiaries
..

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

Attachment 2: Accession document

ACCESSION

of a new Party to

[Acronym of the Project] Consortium Agreement, version [..., YYYY-MM-DD]

[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].

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE Grant Agreement]

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]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

Attachment 3: List of Third Parties

for simplified transfer according to Section 8.2.2.

- 1. FUNDACIO CENTRE DE REGULACIO GENOMICA, the Coordinator**
 - No Third Parties
- 2. MASARYKOVA UNIVERZITA**
 - No Third Parties
- 3. THE BABRAHAM INSTITUTE**
 - No Third Parties
- 4. MAX-DELBRUCK-CENTRUM FUR MOLEKULARE MEDIZIN IN DER HELMHOLTZ-GEMEINSCHAFT**
 - No Third Parties
- 5. INSTITUTO DE SALUD CARLOS III**
 - FCSAI Foundation
- 6. VETENSKAP & ALLMANHET, VA**
 - No Third Parties
- 7. UNIVERSITAT AUTONOMA DE BARCELONA**
 - No Third Parties
- 8. JIHOMORAVSKE CENTRUM PRO MEZINARODNI MOBILITU, ZAJMOVE SDRUZENI PRAVNICKYCH OSOB*JCMM**
 - No Third Parties
- 9. FONDAZIONE ANT ITALIA ONLUS**
 - No Third Parties

Attachment 4: Identified Affiliated Entities

according to Section 9.5

- 1. FUNDACIO CENTRE DE REGULACIO GENOMICA, the Coordinator**
 - No Affiliated Entities

- 2. MASARYKOVA UNIVERZITA**
 - No Affiliated Entities

- 3. THE BABRAHAM INSTITUTE**
 - Babraham Institute Enterprise Limited

- 4. MAX-DELBRUCK-CENTRUM FUR MOLEKULARE MEDIZIN IN DER HELMHOLTZ-GEMEINSCHAFT**
 - No Affiliated Entities

- 5. INSTITUTO DE SALUD CARLOS III**
 - No Affiliated Entities

- 6. VETENSKAP & ALLMANHET, VA**
 - No Affiliated Entities

- 7. UNIVERSITAT AUTONOMA DE BARCELONA**
 - No Affiliated Entities

- 8. JIHOMORAVSKE CENTRUM PRO MEZINARODNI MOBILITU, ZAJMOVE SDRUZENI PRAVNICKYCH OSOB*JCMM**
 - No Affiliated Entities

- 9. FONDAZIONE ANT ITALIA ONLUS**
 - No Affiliated Entities

Attachment 5: Agreement for the Transfer of Material

Simple Letter Agreement for the Transfer of Materials

In response to the RECIPIENT's request for the MATERIAL [insert description] . . .The PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:

The above MATERIAL is the property of the PROVIDER and is made available in the frame of the [name of the Project] project.

THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.

The MATERIAL will be used for not-for-profit research purposes only [Option: and in the frame of the [name of the Project] project only].

The MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.

The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.

Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damage against it by third parties which may arise from the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or wilful misconduct of the PROVIDER.

The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

The MATERIAL is provided at no cost.

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

PROVIDER INFORMATION and AUTHORISED SIGNATURE

Provider Scientist:
Provider Organisation:
Address:
Name of Authorised Official:
Title of Authorised Official:

Certification of Authorised Official: This Simple Letter Agreement __has / __has not [check one] been modified. If modified, the modifications are attached.

Signature of Authorised Official and Date ...

RECIPIENT INFORMATION and AUTHORISED SIGNATURE

Provider Scientist:
Provider Organisation:

ORION Consortium Agreement, version 406-02-2017

Address:
Name of Authorised Official:
Title of Authorised Official:
Signature of Authorised Official:
Date:

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

Signature of Recipient Scientist ... and Date ...