# EOSC4Cancer

# A European-wide foundation to accelerate Data-driven Cancer Research

## Consortium agreement

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**Change Records**

| Version | Date | Changes |
|---|---|---|
| Version 1 | 20/05/2022 | First version |
| Version 2 | 13-07-2022 | With comments from all partners |
| Version 3 | 25-10-2022 | With new comments from all partners |
| Version 4 | 24-11-2022 | With new comments from some partners |
| Version 5 | 26-01-2023 | With new comments from ELIXIR/EMBL, KI, and UBx |
| Version 6 | 10-02-2023 | With new comments from ELIXIR/EMBL and UBx |
| Version 7 FINAL draft | 23-02-2023 | Clean |
| Version 8 | 30-03-2023 | With new comments from ELIXIR/EMBL and UBx |
| Version 9 | 11-04-2023 | BSC rev |
| Version 9 - FINAL | 16-05-2023 | ELIXIR+EBI new comments |
| Version 10 - FINAL | 17-05-2023 | FINAL VERSION |
| Version 10 – FINAL_with corrected typos | 29-05-2023 | FINAL VERSION – with corrected typos flagged by UBx |

**CONSORTIUM AGREEMENT**

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as "Horizon Europe Regulation"), and on the European Commission's General Model Grant Agreement and its Annexes, and is made on 1 September 2022, hereinafter referred to as the Effective Date

**BETWEEN:**

**1. BARCELONA SUPERCOMPUTING CENTER-CENTRO NACIONAL DE SUPERCOMPUTACIÓN,** established in Calle Jordi Girona 31, BARCELONA 08034, Spain, PIC 999655520, VAT number: ESS0800099D, the Coordinator

And

2. **BIOBANKS AND BIOMOLECULAR RESOURCES RESEARCH INFRASTRUCTURE CONSORTIUM (BBMRI-ERIC)**, PIC 946597878, VAT number: ATU68520549, established in NEUE STIFTINGTALSTRASSE 2/B/6, GRAZ 8010, Austria,

3. **EUROPEAN MOLECULAR BIOLOGY LABORATORY**, PIC 999988230, VAT number: DE143296749

**for ELIXIR Hub**
**Representing Party: EUROPEAN MOLECULAR BIOLOGY LABORATORY as part of and mandated by the ELIXIR Consortium**
Wellcome Genome Campus
Hinxton, Cambridgeshire, CB10 1SD
United Kingdom
and
**for EMBL**
established in Meyerhofstrasse 1, HEIDELBERG 69117, Germany,

4. **UNIVERSITETET I OSLO (UiO)**, PIC 999975814, VAT number: NO971035854MVA, established in PROBLEMVEIEN 7, OSLO 0313, Norway,

5. **FUNDACION SECTOR PUBLICO ESTATAL CENTRO NACIONAL INVESTIGACIONES ONCOLOGICAS CARLOS III (FSP CNIO)**, VAT number G-81972242, PIC 999547850, established in Calle MELCHOR FERNANDEZ ALMAGRO 3, MADRID 28029, Spain,

6. **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS)**, PIC 999997930, VAT number: FR40180089013, a public establishment for scientific and technological research, organised under the laws of France and having its registered office is at 3 rue Michel Ange, 75794 PARIS Cedex 16 France, represented by [redacted] who has delegated authority for the signature of this Consortium Agreement, to [redacted] acting on its behalf and on behalf of :

- Institut de Biochimie et Génétique Cellulaires (IBGC - UMR5095)

UNIVERSITE DE BORDEAUX (UBx), whose registered office is at 35, Place Pey Berland, 33000 BORDEAUX, France, represented by [redacted]

*As part of partnerships between the Université de Bordeaux and CNRS, Université de Bordeaux, date 28 July 2021, as joint supervision of IBGC unit UMR5095, mandated the CNRS for the development, negotiation and sign in its name and on its behalf contract research and provision involving that unit*,

7. **UNIVERZITA PALACKEHO V OLOMOUCI (UP)**, PIC 999649506, VAT number: 61989592, established in KRIZKOVSKEHO 8, OLOMOUC 771 47, Czechia,

8. **STICHTING HET NEDERLANDS KANKER INSTITUUT-ANTONI VAN LEEUWENHOEK ZIEKENHUIS (NKI)**, PIC 999984738, VAT number: NL002562169B01, established in PLESMANLAAN 121, AMSTERDAM 1066 CX, Netherlands,

9. **ACADEMISCH ZIEKENHUIS GRONINGEN (UMCG)**, PIC 999914801, VAT number: NL800866393B01, established in HANZEPLEIN 1, GRONINGEN 9713 GZ, Netherlands,

10. **ETHNIKO KENTRO EREVNAS KAI TECHNOLOGIKIS ANAPTYXIS (CERTH)**, PIC 998802502, VAT number: EL099785242, established in CHARILAOU THERMI ROAD 6 KM, THERMI THESSALONIKI 57001, Greece,

11. **CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)**, PIC 999979500, VAT number: IT02118311006, established in PIAZZALE ALDO MORO 7, ROMA 00185, Italy,

12. **FUNDACIO PRIVADA INSTITUT D'INVESTIGACIO ONCOLOGICA VALL D'HEBRON (VHIO) (VHIO)**, PIC 995163935, VAT number: ESG64384969, established in CALLE NAZARET 115-117, BARCELONA 08035, Spain,

13. **EMPIRICA GESELLSCHAFT FÜR KOMMUNIKATIONS UND TECHNOLOGIEFORSCHUNG MBH (EMPIRICA)**, PIC 999801990, VAT number: DE122113895, established in OXFORDSTRASSE 2, BONN 53111, Germany,

14. **EATRIS ERIC (EATRIS)**, PIC 941506445, VAT number: NL853383054B01, established in DE BOELELAAN 1118, AMSTERDAM 1081 HZ, Netherlands,

15. **FUNDACIO CENTRE DE REGULACIO GENOMICA (CRG)**, PIC 999544455, VAT number: ESG62426937, established in CARRER DOCTOR AIGUADER 88, BARCELONA 08003, Spain,

16. **DEUTSCHES KREBSFORSCHUNGSZENTRUM HEIDELBERG (DKFZ)**, PIC 999990073, VAT number: DE143293537, established in IM NEUENHEIMER FELD 280, HEIDELBERG 69120, Germany,

17. **INSTRUCT-ERIC (Instruct)**, PIC 910086981, established in OXFORD HOUSE, PARKWAY COURT, JOHN SMITH DRIVE, OXFORD OX4 2JY, United Kingdom,

18. **EUROPEAN INFRASTRUCTURE OF OPEN SCREENING PLATFORMS FOR CHEMICAL BIOLOGY EUROPEAN RESEARCH INFRASTUCTURE CONSORTIUM (EU-OPENSCREEN ERIC) (EU-OS)**, PIC 910913033, established in ROBERT-ROSSLE-STR. 10, BERLIN 13125, Germany,

19. **ALBERT-LUDWIGS-UNIVERSITAET FREIBURG (ALU-FR)**, PIC 999841760, VAT number: DE142116817, established in FAHNENBERGPLATZ, FREIBURG 79085, Germany,

20. **ECRIN EUROPEAN CLINICAL RESEARCH INFRASTRUCTURE NETWORK (ECRIN)**, PIC 948646712, VAT number: FR91801933235, established in 5 RUE WATT, PARIS 75013, France,

21. **EURO-BIOIMAGING ERIC (EURO-BIOIMAGING)**, PIC 895635630, established in PL 123, 20521 TURKU, Street address Tykistökatu 6, TURKU 20520, Finland,

22. **INFRAFRONTIER GMBH (INFRAFRONTIER)**, PIC 949754646, VAT number: DE291307064, established in INGOLSTAEDTER LANDSTRASSE 1, NEUHERBERG 85764, Germany,

23. **KAROLINSKA INSTITUTET (KI)**, Department of Oncology-Pathology, PIC 999978530, VAT number: SE202100297301, registration no. 202100-2973, a medical university organised under the laws of Sweden, with its registered address at STOCKHOLM 17177, Sweden,

24. **Masarykova univerzita (MU)**, PIC 999880657, VAT number: CZ00216224, established in Zerotinovo namesti 9, BRNO 601 77, Czechia,

25. **EUROPEAN CANCER PATIENT COALITION (ECPC)**, PIC 984108263, VAT number: BE0818999605, established AVENUE DES ARTS 6, BRUXELLES 1210, Belgium,

26. **FUNDACIO INSTITUT DE RECERCA BIOMEDICA (IRB BARCELONA) (IRB BARCELONA)**, PIC 999541836, VAT number: ESG63971451, established in CARRER BALDIRI REIXAC 10-12 PARC SCIENTIFIC DE BARCELONA, BARCELONA 08028, Spain,

27. **UNIVERSITE DE BORDEAUX (UBx)**, PIC 949735440, VAT number: FR23130018351, a Public Establishment for scientific cooperation established in PLACE PEY BERLAND 35, BORDEAUX 33000, France, represented by [redacted]

28. **STICHTING LYGATURE (LYGATURE)**, PIC 997656350, VAT number: NL816085419B01, established in JAARBEURSPLEIN 6, UTRECHT 3521 AL, Netherlands,

As Beneficiaries,

And

**THE UNIVERSITY OF MANCHESTER (UNIMAN)** UK, PIC 999903840, VAT number: GB849738956, established in OXFORD ROAD po box: 000 M13 9PL, MANCHESTER, United Kingdom

As Associated Partner,

Beneficiaries and Associated Partner hereinafter, jointly or individually, referred to as ”Parties” or ”Party”

relating to the Action entitled

**A European-wide foundation to accelerate Data-driven Cancer Research**

in short

**EOSC4Cancer**

hereinafter referred to as “Project”

**WHEREAS:**

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority as part of Horizon Europe – the Framework Programme for Research and Innovation (2021-2027).

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 Beneficiaries and the Granting Authority (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:

# 1 Definitions

## 1.1 Definitions

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

## 1.2 Additional Definitions

**"Associated Partners"**

Entities which participate in the Project, that implement the action tasks attributed to them in Annex 1 of the Grant Agreement but without the right to charge costs or claim contributions, and with the rights and obligations defined in Article 9 of the Grant Agreement.

**"Consortium Body"**

Consortium Body means any management body described in Section 6 (Governance Structure) of this Consortium Agreement.

**"Consortium Plan"**

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.

**"Granting Authority"**

Granting Authority means the body awarding the grant for the Project to the Beneficiaries.

**"Defaulting Party"**

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.

**"International Organisation"**

International Organisation means an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries.

**“Needed”**

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 would 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”**

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 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.

# 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 new Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator after due authorisation by the General Assembly. 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 from the Effective Date until terminated in accordance with provisions of this Consortium Agreement or 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 Granting Authority or a Beneficiary, or
- the Grant Agreement is terminated, or
- a Beneficiary'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 and provided that a Party shall not by withdrawal or termination be relieved from its responsibilities under this Consortium Agreement or the Grant Agreement regarding Confidentiality, Results, Access Rights and Dissemination, in respect of that part of that Party's work on the Project which has been carried out (or which should have been carried out) up to the date of withdrawal or termination nor from any of its obligations or liabilities arising out of such withdrawal or termination.

If an Associated Partner´s participation in the Project is terminated, its participation in this Consortium Agreement may be terminated subject to the provisions surviving the expiration or termination under this Consortium Agreement (Section 4.2 and Section 3.3).

### 3.3 Survival of rights and obligations

The provisions relating to Access Rights, Dissemination 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 Project 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 necessary 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 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 the Coordinator and the other Parties, 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 a Consortium Body or by the Coordinator to carry out its tasks and shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

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 the General Assembly 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 thirty (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 or other Participants) in the Project remains solely 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. Such 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.

## 4.4 Specific responsibilities regarding data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data – the General Data Protection Regulation "GDPR" as amended or replaced from time to time* - and/or relevant national data protection law applicable to said Party). However, when a Party is an International Organisation, its internal data protection legal framework is applicable within the scope of the performance and administration of the Project and of this Consortium Agreement.

In particular, the Parties shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place.

Data transfers by Parties subject to GDPR such as to controllers and processors outside of the EU/EEA shall always take place in compliance with GDPR as amended or replaced from time to time, and relevant data protection legislation. In that case, transferring Parties shall implement appropriate measures that can meet GDPR's standards, such as adequacy decisions, standard contractual clauses (SCCs), binding corporate rules (BCRs), derogations (art. 49 GDPR), DPIAs, certification mechanisms, codes of conduct, etc.

## 4.5 Associated Partners' responsibilities

For the avoidance of doubt, the Associated Partners do not sign the Grant Agreement and do not receive funding from the Granting Authority and therefore do not have a right to charge costs or claim contributions from the Granting Authority. Associated Partners must ensure its/their own funding for the implementation of the Project. However, certain terms and conditions of the Grant Agreement and its Annexes are applicable to the Associated Partners. The Coordinator will share a copy of the signed Grant Agreement and information on any amendments with the Associated Partners.

The Associated Partner(s) hereby commit(s) to implement the Project tasks attributed to it/them in Annex 1 of the Grant Agreement.

In addition, the Associated Partner(s) hereby commit(s) especially to the following articles of the Grant Agreement and related regulations of Annex 5:

- Proper implementation of the action (Article 11)
- Conflicts of interest (Article 12)
- Confidentiality and security (Article 13)
- Ethics and values (Article 14)
- Intellectual Property Rights (Article 16)
- Visibility (Article 17.2)
- Specific rules for carrying out the action (Article 18)
- Information obligations (Article 19)
- Record-keeping (Article 20)

The Associated Partners will support the Beneficiaries regarding their exploitation, dissemination and Open Science obligations and commit(s) to contribute to the technical and continuous reporting during and after the implementation of the Project as specified in this Consortium Agreement.

Furthermore, the Associated Partners hereby explicitly agree to cooperate with and grant access to bodies according to Article 25 of the Grant Agreement (the Granting Authority, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO), the European Court of Auditors (ECA)), so that these bodies can carry out checks, reviews, audits and investigations also towards the Associated Partner(s).

Any Associated Partner from a non-EU country undertakes to comply additionally with any other obligation arising from Art. 10.1 of the Grant Agreement.

In case of termination or being declared a Defaulting Party, an Associated Partner shall bear any reasonable and justifiable costs occurring to the other Parties for performing this Associated Partners tasks and the costs for additional efforts necessary to implement the Project.

Moreover, an Associated Partner is obliged to indemnify the other Parties for any claim of the Granting Authority against them, caused by this Associated Partner´s actions or omissions during Grant Agreement preparation, Project implementation or after Project end. Regarding such claims the Associated Partner´s special liability is limited to once the amount of its total budget.

Should the Associated Partner(s) be obliged to sign a separate agreement concerning its funding for the Project, it is the responsibility of the Associated Partner to ensure such agreement is not in conflict with this Consortium Agreement.

The Associated Partner(s) is/are excluded from voting on and vetoing the following decisions of the General Assembly (6.4.1) and therefore are not counted towards any respective quorum:

- Financial changes to the Consortium Plan

- Distribution of EU contribution among the Beneficiaries

- Proposals for changes to Annex 2 of the Grant Agreement to be agreed by the Granting Authority

- Decisions related to Section 7.1.4 of this Consortium Agreement

Regarding unanimity or majority decisions, only Members with voting rights regarding the item are taken into account.

# 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 entities under the same control) 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.

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. Considering Associated Partners do not receive a share of the Project costs as identified in Annex 2 of the Grant Agreement, therefore their total aggregate liability towards the other Parties collectively shall be limited to:

The amount of the value of the Project tasks assigned to the Associated Partner, identified in the Grant Agreement Annex 1.

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a wilful act or gross negligence to the extent that such limitation is not permitted by law.

## 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 General Assembly of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within six (6) weeks after such notice, the transfer of tasks - if any - shall be decided by the General Assembly.

### 5.5 Export control

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 due to a restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time. For the avoidance of doubt each Party is only bound by the applicable laws as applicable to each Party in relation to their participation to the Project.

Each Party will notify the General Assembly of any such restriction without undue delay. If the consequences of such restriction for the Project are not overcome within six (6) weeks after such notice, the transfer of tasks - if any - shall be decided by the General Assembly.

Notwithstanding the foregoing EMBL asserts that as an International Organisation is generally exempt from all prohibitions or restrictions on imports and exports as part of its official activities.

## 6 Governance structure

### 6.1 General structure

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

The **General Assembly** is the decision-making body of the consortium.

The **Management Board** will be the body responsible for the day-to-day management, the execution of the Project and for identifying deviations in the Project plan and implementation of contingency measures.

The **Coordinator** is the legal entity acting as the intermediary between the Parties and the Granting 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.

### 6.2 Members

**6.2.1** The General Assembly shall consist of one (1) representative of each Party (hereinafter referred to as “Member”).

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.4.1 of this Consortium Agreement.

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise by the General Assembly.

The Parties agree to abide by all decisions of the General Assembly.

This does not prevent the Parties from exercising their veto rights, according to Sections 4.5 and 6.3.5, or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

**6.2.2** The Management Board, shall consist of the project management team (BSC, ELIXIR-Hub, EMPIRICA) and the Work Package Leaders and is coordinated by BSC.

## 6.3 Operational procedures for the Consortium Bodies:

### 6.3.1 Representation in meetings

Any Member:

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

### 6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings:

The chairperson shall convene ordinary meetings of the General Assembly at least once every twelve (12) months and shall also convene extraordinary meetings at any time upon written request of any Member.

The chairperson shall convene ordinary meetings of the Management Board at least once every three (3) months and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.2.2 Notice of a meeting

The chairperson shall give written notice of a meeting to each Member as soon as possible and no later than fourteen (14) calendar days preceding an ordinary meeting and seven (7) calendar days preceding an extraordinary meeting.

6.3.2.3 Sending the agenda:

The chairperson shall prepare and send each Member an agenda no later than fourteen (14) calendar days preceding the meeting, or seven (7) calendar days before an extraordinary meeting.

6.3.2.4 Adding agenda items:

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

Any Member may add an item to the original agenda by written notice to all of the other Members no later than seven (7) calendar days preceding the meeting and two (2) days preceding an extraordinary meeting.

6.3.2.5

During a meeting of the Consortium Bodies the Members present or represented can unanimously agree to add a new item to the original agenda. However, no decision may be taken on this item if not all Members are represented at the meeting.

6.3.2.6

Meetings of the Consortium Bodies may also be held by tele- or videoconference or other telecommunication means.

6.3.2.7

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.6.2.

### 6.3.3 Decisions without a meeting

Any decision may also be taken without a meeting if

a) The Coordinator circulates to all Members of the appropriate Consortium Body a suggested decision with a deadline for responses of at least ten (10) calendar days after receipt by a Party and

b) the decision is agreed by at least 51 % of all Parties.

The Coordinator shall inform all the Members of the outcome of the vote.

A veto according to Section 6.3.4 may be submitted up to fifteen (15) calendar days after receipt of this information.

The decision will be binding after the Coordinator sends a notification to all Members. The Coordinator will keep records of the votes and make them available to the Parties on request.

### 6.3.4 Voting rules and quorum

6.3.4.1

Without prejudice to the right to take decisions without a meeting, the Consortium Bodies shall not deliberate and decide validly in meetings unless two-thirds (2/3) of its Members are present or represented (quorum). Decisions requiring unanimity require all Parties to be present or represented.

If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within fifteen (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 take majority decisions even if less than the quorum of Members is present or represented.

6.3.4.2

Subject to Section 4.5 each Member present or represented in the meeting shall have one vote.

6.3.4.3

A Party which the General Assembly has declared according to Section 4.2 to be a Defaulting Party may not vote or participate in any Consortium Body decision-making following the declaration of default nor their presence shall account for the relevant quorum.

6.3.4.4

Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast except in the following instances which require the unanimous vote of the General Assembly:

a) entry of a new entity to the Project and

b) approval of any further conditions for the accession of such new entity to the Project.

### 6.3.5 Veto rights

6.3.5.1

A Party 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 the General Assembly may exercise a veto with respect to the corresponding decision or relevant part of the decision. Such veto shall be reasonably and duly justified.

6.3.5.2

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

6.3.5.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting or within fifteen (15) calendar days after receipt of the draft minutes of the meeting.

6.3.5.4

When a decision has been taken without a meeting a Party may veto such decision within 15 calendar days after receipt of the written notice by the chairperson of the outcome of the vote.

6.3.5.5

In case of exercise of veto, the Parties shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Parties within sixty (60) calendar days from the date the veto was issued. The timelines may be reduced if such is necessary to meet formal deadlines.

If the matter cannot be resolved within sixty (60) calendar days from the date the veto was issued, the vetoing Party shall confirm its intention to commence the dispute settlement procedure in Section 11.8 of the Consortium Agreement.

6.3.5.6

A Party may neither veto decisions relating to its identification to be in breach of its obligations nor 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.

6.3.5.7

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

#### 6.3.6 Minutes of meetings

6.3.6.1

The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. The chairperson shall send draft minutes to all Members within ten (10) calendar days of the meeting.

6.3.6.2

The minutes shall be considered as accepted if, within fifteen (15) calendar days from receipt, no Member has sent an objection to the chairperson with respect to the accuracy of the draft minutes by written notice.

6.3.6.3

The chairperson shall send the accepted minutes to all the Members, and to the Coordinator, who shall retain copies of them.

## 6.4 Specific operational procedures for the Consortium Bodies

#### 6.4.1 General Assembly

The General Assembly shall consist of one (1) representative of each Party (hereinafter referred to as “Member”).

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in this article.

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise by the General Assembly.

The Parties agree to abide by all decisions of the General Assembly.

This does not prevent the Parties from exercising their veto rights, according to Sections 4.5 and 6.3.5, or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

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.

The following decisions shall be taken by the General Assembly and for the avoidance of doubt do not require a separate amendment of this Consortium Agreement under section 11.4:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to the Granting Authority
- Changes to the Consortium Plan
- Modifications to or withdrawal from Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified entities under the same control)

Evolution of the consortium

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal
- Cause written notice to be sent to a Party in breach 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 Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

Appointments

On the basis of the Grant Agreement, the appointment, if necessary, of:

- Scientific Advisory Board Members
- Ethics Advisory Board Members

In the case of abolished tasks as a result of a decision of the General Assembly, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.

#### 6.4.2 Management Board

The Management Board is the body responsible for the day-to-day management of the project and for monitoring its execution.

The Management Board shall convene regular meetings, in compliance with article 6.3.2.1, to assess and monitor the development of Work Packages and for identifying deviations in the project plan and implementation of contingency measures.

The Management Board shall:

- support the Coordinator in preparing meetings with the Granting 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 Granting Authority in respect of the procedures of the Grant Agreement Article 17 and Annex 5 Section "Communication, Dissemination, Open Science and Visibility" and of Section 8 of this Consortium Agreement.

The Management Board is composed by the project management team (BSC, ELIXIR-Hub, EMPIRICA) and the WP Leaders, and is coordinated by BSC.

## 6.5 Coordinator

**6.5.1**

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

**6.5.2**

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
- keeping the address list of Members and other contact persons updated and available
- collecting and submitting reports, other deliverables (including financial statements and related certification) and specific requested documents to the Granting Authority. Chairing and preparing meetings, proposing decisions, and drafting the agenda of the General Assembly meetings, preparing the minutes and monitoring the implementation of decision taken at meetings
- organizing, chairing, and preparing the minutes of the meetings of the Management Board for monitoring the implementation of the WPs (including Deliverables, Milestones, Objectives) as set in the Grant Agreement.
- coordinating the Scientific Advisory Board (SAB)
- supporting BBMRI in the coordination of the Ethics Advisory Board (EAB)
- transmitting promptly documents and information connected with the Project to any other Party concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Parties with official copies or originals of documents that 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 Granting Authority in time.

**6.5.3**

If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Granting Authority to change the Coordinator.

**6.5.4**

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. Such mandate being limited to the following: (i) countersigning Attachment 2 (accession document) of this Consortium Agreement with a new Party in response to a decision taken by the General Assembly according to Section 3.1; or (ii) signing a non-disclosure agreement with each

member of the Scientific Advisory Board and the Ethics Advisory Board in accordance with Sections 6.6 and 6.7.

**6.5.5**

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

## 6.6 Scientific Advisory Board (SAB)

A Scientific Advisory Board (SAB) will be appointed and steered by the General Assembly as set in the Grant Agreement. The SAB shall assist and facilitate the decisions made by the General Assembly. Its major roles are advising the Project to assess the progress, performance, and achievements of the scientific work and how to utilise these for a maximised societal benefit. Specifically, to maximise the impact of the project as a whole, identifying new opportunities.

By way of exception to Section 6.5.4 above, the Parties hereby mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter “NDA”) with each member of the SAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the SAB. The NDA for the SAB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5. A copy of any executed NDA shall be sent by the Coordinator to all of the Parties.

If any modification is to be implemented in a negotiated NDA, the Partners will have to be informed and asked whether they give a mandate to the Coordinator or decide to sign the NDA on their own behalf.

Its terms shall be consistent with and not less stringent than those stipulated in this the Consortium Agreement and it shall be concluded no later than thirty (30) days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier.

BSC as coordinator of the Scientific Advisory Board shall write the minutes of the SAB meetings and submit them to the General Assembly. The SAB members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

## 6.7 Ethics Advisory Board (EAB)

The Ethics Advisory Board (EAB) is composed of experts with detailed knowledge of ethical policies appointed and steered by the General Assembly, which, according to the Grant Agreement, shall ensure that the composition of the EAB is appropriate to provide the guidance required.

The Ethics Advisory Board will advise the General Assembly and the Management Board, upon request and provide non-binding advice to the General Assembly and Management Board, as decision making support.

The Ethics Advisory Board will be responsible for:

a) reviewing the proper application of the ethical rules by the Parties

b) providing non-binding advice to the General Assembly, the Management Board; and

c) providing non-binding advice on the compliance with European ethical laws and regulations and with different guidelines, laws and regulations.

By way of exception to Section 6.5.4 above, the Parties hereby mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter “NDA”) with each member of the EAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the EAB. The NDA for the EAB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5. A copy of any executed NDA shall be sent by the Coordinator to all of the Parties.

If any modification is to be implemented in a negotiated NDA, the Partners will have to be informed and asked whether they give a mandate to the Coordinator or decide to sign the NDA on their own behalf.

Its terms shall be consistent with and not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than thirty (30) days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier.

The EAB will meet upon request of the General Assembly, Management Board or Coordinator but at least once every twelve (12) months during the Action.

BBMRI as Coordinator of the Ethics Advisory Board shall write the minutes of the meetings and submit them to the General Assembly.

# 7 Financial provisions

Section 7 of the Consortium Agreement does not apply to Associated Partners.

## 7.1 General Principles

### 7.1.1 Distribution of Financial Contribution

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

- the Consortium Plan.

- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 7.3.

A Beneficiary 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 Beneficiary shall be solely responsible for justifying its costs (and those of its Affiliated Entities, if any) with respect to the Project towards the Granting 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 Granting Authority.

#### 7.1.3 Funding Principles

A Beneficiary that 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 units/actual duly justified eligible costs only.

A Beneficiary 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 risk management; Return of Excess payments; receipts

The Coordinator will take those reasonable steps it deems necessary to assess the financial capacity of the Parties to implement the action and communicate these steps to the Parties concerned, for example through the Project risk register. Without prejudice to financial risk management described elsewhere in this Consortium Agreement, where the Coordinator identifies risks in that respect, and believes further or alternative measures may be necessary, the Coordinator - after having discussed this matter with the Party concerned - shall put this matter on the agenda for the next meeting – or in case of urgency an extraordinary meeting – of the General Assembly and - in consultation with the Granting Authority and the Parties shall suggest measures to be taken to mitigate and manage these risks. These measures might include for the relevant Party: a payment schedule deviating from the one agreed herein or more detailed financial and progress reporting.

#### 7.1.5 Excess payments

A Beneficiary has received excess payment

a) if the payment received from the Coordinator exceeds the amount declared or

b) if a Beneficiary has received payments but, within the last year of the Project, its real Project costs fall significantly behind the costs it would be entitled to according to the Consortium Plan.

In case a Beneficiary has received excess payment, the Beneficiary has to inform the Coordinator and return the relevant amount to the Coordinator without undue delay. In case no refund takes place within thirty (30) days upon request for return of excess payment from the Coordinator, the Party is in substantial breach of the Consortium Agreement as provided for under Section 4.2.

Unless otherwise agreed by the General Assembly, amounts which are not refunded by a breaching Party and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of total costs of the Project as identified in the

Consortium Budget, until recovery from the breaching Party is possible. The General Assembly decides on any legal actions to be taken against the breaching Beneficiary.

#### 7.1.6 Revenue

In case a Beneficiary earns any revenue that is deductible from the total funding as set out in the Consortium Plan, the deduction is only directed toward the Beneficiary earning such revenue. The other Beneficiaries financial share of the budget shall not be affected by one Beneficiary's revenue. In case the relevant revenue is more than the allocated share of the Beneficiary as set out in the Consortium Plan, the Beneficiary shall reimburse the funding reduction suffered by other Parties.

#### 7.1.7 Financial Consequences of the termination of the participation of a Party

A Beneficiary leaving the consortium shall refund to the Coordinator any payments it has received except the amount of contribution accepted by the Granting Authority or another contributor.

In addition, 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 the leaving Party´s task and necessary additional efforts to fulfil them as a consequence of the Party leaving the consortium. The General Assembly should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism. In absence of any alternative agreement, any such additional costs shall be apportioned by the Coordinator to the remaining Beneficiaries pro rata according to their share of total costs of the Project, as set out in the Consortium Budget, and shall be transferred promptly to the Coordinator. The General Assembly decides on any legal actions to be taken against the breaching Beneficiary.

## 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 Beneficiaries are the exclusive task of the Coordinator.

In particular, the Coordinator shall:

- transfer promptly and without unjustified delay payments for the Project due to Beneficiaries and provide documentary evidence of transfer on request by a Beneficiary

- notify the Beneficiary 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, and

- undertake to keep the Granting Authority's 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 Article 22 of the Grant Agreement, no Beneficiary shall before the end of the Project receive more than its allocated share of the maximum grant amount less the amounts retained by the Granting Authority for the Mutual Insurance Mechanism and for the final payment.

**7.3.2**

The transfer of the initial pre-financing, the additional pre-financings (if any) and interim payments to Parties will be handled in accordance with Article 22.1. and Article 7 of the Grant Agreement.

Funding of costs included in the Consortium Plan will be paid by the Coordinator to the Beneficiaries after receipt of payments from the Granting Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Granting Authority will be paid to the Party concerned.

The Coordinator is entitled to withhold any payments due to a Beneficiary identified by the General Assembly 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 Beneficiary except the costs already claimed by the Defaulting Beneficiary and accepted by the Granting Authority. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Granting Authority.

# 8 Results

Results are owned by the Party and/or by the Party's researchers that generates them. In the event where Results were generated by more than one Party, the Parties whose employee contributed inventively to the Results shall have joint ownership of the Results. The shares of each of the joint owners to the jointly owned Results shall be defined between the co-owners according to the inventors` shares.

## 8.1 Ownership of Results

Results are owned by the Party and/or by the Party's researchers that generates them. In the case that applicable national laws assign ownership of results to the employee and not to the Party, the Party shall be responsible and shall ensure to the Consortium Parties that all the obligations, duties and rights defined in this Consortium Agreement shall be fully respected and properly implemented.

## 8.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 16.4 and its Annex 5, Section Ownership of results, with the following additions:

In case of joint Results generated within the scope of the Consortium, the Parties concerned will, as soon as possible, conclude a separate written joint ownership agreement on how to exercise such ownership. The terms of such joint ownership agreement will be negotiated in good faith and stipulated by the Parties concerned.

Unless otherwise agreed in writing by the joint owners, and while there is not an ownership agreement in place:

- each of the joint owners shall be entitled to use their jointly owned Results for internal non-commercial research and teaching activities including research contracts in national and European funded projects with third parties provided it does not lead to any commercial or monetary benefit to third parties involved in such cooperative research project on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- 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.

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

## 8.3 Transfer of Results

**8.3.1**

Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section “Transfer of ownership”.

**8.3.2**

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) of this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to such a transfer to listed third parties according to the Grant Agreement Article 16.4 and its Annex 5, Section Transfer of licensing of results, sub-section “Transfer of ownership”, 3rd paragraph.

**8.3.3**

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 under the Consortium Agreement and the Grant Agreement will not be affected by such transfer. Any addition to Attachment (3) after signature of this Consortium Agreement requires a decision of the General Assembly.

**8.3.4**

The Parties recognise 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 at least forty-five (45) calendar days prior notice for the transfer as foreseen in the Grant Agreement.

**8.3.5**

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

## 8.4 Dissemination

**8.4.1**

Subject to the terms in the Grant Agreement and this Consortium Agreement, the Parties shall endeavour to disseminate Results by means of scientific publications, presentations at symposia, etc.

All dissemination activities shall be subject to established academic standards and custom and shall be carried out in respect of the limitations set out in Sections 8.4 and 10.

For the avoidance of doubt, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.4 as far as Confidential Information is involved.

### 8.4.2 Dissemination of own (including jointly owned) Results

8.4.2.1

During the Project and for a period of one (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 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least forty-five (45) calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within thirty (30) calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

Excluded from the need of prior notice are submissions of abstracts to scientific meetings and congresses, provided that they do not disclose details of research or confidential information of other Parties, and provided that the submission can be retracted if objections by other Parties occur. Such abstracts need to be sent to the other Parties before submission.

8.4.2.2

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 its Results or Background would be significantly harmed, or

c) the proposed publication includes Confidential Information of the objecting Party.

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

8.4.2.3

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.

In the case of peer-reviewed publications to a scientific journal which are subject to specific submission deadlines, the Parties involved will do their best efforts to solve the issue amicably to enable the timely submission of the abstract.

8.4.2.4

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After ninety (90) calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

#### 8.4.3 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.

#### 8.4.4 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 Consortium Agreement.

#### 8.4.5 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.

#### 8.4.6 Authorship

Authorship on 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, including the most recent “Recommendations for the Conduct, Reporting, Editing and Publications of Scholarly Work in Medical Journals” developed by the International Committee of Medical Journal Editors (ICMJE).

# 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 additional Background to Attachment 1 during the Project provided they give 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.

## 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 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.

**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

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 and for teaching activities shall be granted on a royalty-free basis.

**9.4.2**

Subject to third parties' rights as well as any legal or contractual limitations defined in Attachment 1, Access Rights to Background if Needed for Exploitation of a Party's own Results, shall be granted on Fair and Reasonable conditions.

**9.4.3**

A request for Access Rights may be made up to twelve (12) 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 entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control if they are identified in [Attachment 4 (Identified entities under the same control) to this Consortium Agreement.

Such Access Rights must be requested by the entity under the same control 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 entity under the same control [listed in Attachment 4]. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Entities under the same control which obtain Access Rights in return fulfil all obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such entities were Parties.

Access Rights may be refused to entities under the same control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any entity under the same control are subject to the continuation of the Access Rights of the Party with whom it is under the same control and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

Further arrangements with entities under the same control 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.

# 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 fifteen (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 on non-disclosure under the Grant Agreement, for a period of five (5) years after the final payment of the Granting Authority (the Coordinator shall notify the Associated Partner about the date of the final payment):

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information 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, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. This shall not apply to such copies of electronically exchanged or stored Confidential Information which are necessary for routine information technology back-up. 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 provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

## 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 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 has become or 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 confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof 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 such disclosure by the Disclosing Party;
- 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 Recipient shall promptly inform the relevant Disclosing Party by written notice 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 Recipient 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, or in the case of an Associated Partner - with a reporting requirement from its national funding authority, 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.

Notwithstanding the foregoing, if any Confidential Information relating to EMBL is sought from another Party by any governmental body, such Party shall (i) promptly notify EMBL of this fact or where the Party is prohibited by applicable law or the governmental body from notifying EMBL of such request, so notify EMBL upon the lapse, termination, removal or modification of such prohibition, (ii) consult with EMBL regarding the Party's response to the demand or request by such governmental body; (iii) cooperate with EMBL's reasonable requests to prevent disclosure; (iv) to the extent permissible by law, seek to contest, limit or challenge the demand or request, and request such governmental body to redirect the relevant request for disclosure directly to EMBL; (v) provide EMBL a true, correct and complete copy of the Party's response to such demand or request; and (vi) keep EMBL informed of all developments and communications with the governmental body.

# 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 8.3.2)
- Attachment 4 (Identified entities under the same control)
- Attachment 5 (NDA for SAB and EAB)

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.

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 that fulfils the purpose of the original provision.

## 11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.5.4, 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 Formal and written notices

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

Any change of persons or contact details shall be immediately communicated to the Coordinator by written notice. The address list shall be accessible to all Parties.

Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 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 with acknowledgement of receipt.

Written notice:

Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as e-mail with acknowledgement of receipt.

## 11.4 Assignment and amendments

Except as set out in Section 8.3, 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 6.4.1 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.

Nothing in this Consortium Agreement will be interpreted as a waiver of EMBL's privileges or immunities as International Organisation, as accorded by its constituent documents or international law.

## 11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

Notwithstanding the foregoing, any disputes involving EMBL which cannot be solved amicably shall be referred to arbitration and finally be settled under the WIPO Expedited Arbitration Rules. The arbitration proceedings shall take place in Brussels and the language to be used shall be English. The arbitral award will be binding on all parties and will not be subject to appeal. The Parties involved in any such disputes are not entitled to seek injunctive relief other than through Emergency Relief Proceedings in accordance with Article 43 of the WIPO Expedited Arbitration Rules. Where a Party can demonstrate

that, due to its nature of public entity, it is not allowed by its statutes or its national law to submit its disputes to arbitration and where any dispute, controversy or claim arises between such Party and EMBL that cannot be resolved amicably the interested Parties will undertake to resolve such dispute in a way and by means acceptable to them. For the avoidance of doubt, this may not be construed as an acceptance by EMBL of the jurisdiction of any court.

# 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.

**Party 1**

**BARCELONA SUPECOMPUTING CENTER-CENTRO NACIONAL DE SUPERCOMPUTACIÓN (BSC)**

Signature:

Name: [redacted]

Title: [redacted]

Date

[redacted]

Fecha: 2023.06.22 10:33:17 +02'00'

**Party 2 - BIOBANKS AND BIOMOLECULAR RESOURCES RESEARCH INFRASTRUCTURE CONSORTIUM (BBMRI-ERIC)**

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 06-07-2023

**Party 3 - EUROPEAN MOLECULAR BIOLOGY LABORATORY and the EUROPEAN MOLECULAR BIOLOGY LABORATORY as part of and mandated by the ELIXIR Consortium,**

For the ELIXIR Hub:

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 30/6/2023

For EMBL:

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: June 23 2023

**Party 4 - UNIVERSITETET I OSLO (UiO)**

Signature [redacted]

Name: [redacted]

Title: [redacted]

Date: 24/5 - 23

**Party 5 - FUNDACION SECTOR PUBLICO ESTATAL CENTRO NACIONAL INVESTIGACIONES ONCOLOGICAS CARLOS III (FSP CNIO)**

[redacted]

Signature

Name: [redacted]

Title: [redacted]

Date:

Acknowledged and approved by the CNIO Scientific Director

[redacted]

Name: [redacted]

Title: [redacted]

Date: 22 May 2023

**Party 6 – CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS)**

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 15 JUIN 2023

**Party 7 - UNIVERZITA PALACKEHO V OLOMOUCI (UPOL)**

Signature:

Name: prof. MUDr. Martin Procházka, Ph.D

Title: Rector and Legal Representative of UPOL

Date: [redacted]

Datum:
2023.06.05
10:04:11 +02'00'

**Party 8 – STICHTING HET NEDERLANDS KANKER INSTITUUT - ANTONI VAN LEEUWENHOEK ZIEKENHUIS (NKI)**

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 20 May 2023

**Party 9 - ACADEMISCH ZIEKENHUIS GRONINGEN (UMCG)**

[redacted]

Name: [redacted]

Title: [redacted]

Date: 16-06-2023

For read and acknowledged:

[redacted]

Name: [redacted]

Title: [redacted]

Date: 15 june 2023

**Party 10 – ETHNIKO KENTRO EREVNAS KAI TECHNOLOGIKIS ANAPTYXIS (CERTH)**

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 09/06/2023

**Party 11 - CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)**

Signature:

Name: [redacted]

Title: [redacted]

Date:

[redacted]
22.06.2023
14:24:47
GMT+01:00

**Party 12 - FUNDACIO PRIVADA INSTITUT D'INVESTIGACIO ONCOLOGICA DE VALL-HEBRON (VHIO)**

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 12/06/2023

**Party 13 – EMPIRICA GESELLSCHAFT FUR KOMMUNIKATIONS UND TECHNOLOGIEFORSCHUNG MBH (EMPIRICA)**

Signature [redacted]

Name: [redacted]

Title: [redacted]

Date

Signature [redacted]

Name: [redacted]

Title: [redacted]

Date

**Party 14 - EATRIS ERIC**

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 25-May-2023 | 17:33 CEST

**Party 15 - FUNDACIÓ CENTRE DE REGULACIÓ GENÒMICA (CRG)**

Signature: [redacted]

Fecha: 2023.06.12 09:07:21 +02'00'

Name: [redacted]

Title: [redacted]

Date:

**Party 16 - DEUTSCHES KREBSFORSCHUNGSZENTRUM HEIDELBERG (DKFZ)**

[redacted]

Name: [redacted]

Title: [redacted]

Date: 12.07.2023

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 12.07.2023

**Party 17 – Instruct-ERIC**

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 23/05/2023

**Party 18 – EU-OPENSCREEN (EU-OS)**

Signature: 

Name: 

Title: 

Date: 19.05.2023

**Party 19 – ALBERT-LUDWIGS-UNIVERSITAET FREIBURG (ALU-FR)**

Signature

Name: [redacted]

Title: [redacted]

Date: [redacted] Datum: 2023.05.19 09:56:03 +02'00'

**Party 20 - ECRIN EUROPEAN CLINICAL RESEARCH INFRASTRUCTURE NETWORK (ECRIN)**

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 28/6/2023

**Party 21 - EURO-BIOIMAGING ERIC**

Signature: 

Name: [redacted]

Title: [redacted]

Date: June 12, 2023

**Party 22 - INFRAFRONTIER GMBH**

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date 29.6.2023

Signature: [redacted]

Name: [redacted]

Title [redacted]

Date: 27.6.2023

**Party 23 - KAROLINSKA INSTITUTET (KI)**

Signature(s)

Date: Stamp of the organization:

Signature Electronically signed using eduSign

Name [redacted]

Title

Signature Electronically signed using eduSign

Name [redacted]

Title

I acknowledge that I have read and agree to be bound by the above terms and conditions, and I undertake to ensure that all personnel working in the Project will be aware of and accept all terms and conditions of this agreement.

Signature Electronically signed using eduSign

Name [redacted]

Title

**Party 24 - Masarykova univerzita (MU)**

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 08-06-2023

**Party 25 - EUROPEAN CANCER PATIENT COALITION (ECPC)**

Signature: 

Name: [redacted]

Title: [redacted]

Date: 05/26/2023

**Party 26 - FUNDACIO INSTITUT DE RECERCA BIOMEDICA (IRB BARCELONA)**

Signature: [redacted] Date: 2023.06.01 12:22:21 +02'00'

Name: [redacted]

Title: [redacted]

Date:

**Party 27 - University of Bordeaux (UBx)**

Signature:

Name: [redacted]

Title: [redacted]

Date: 14 JUIN 2023

[redacted]

**Party 28 – STICHTING LYGATURE (Foundation Lygature)**

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 6/8/2023 | 13:47:41 CEST

**Associated Partner - THE UNIVERSITY OF MANCHESTER (UNIMAN)**

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: 7/6/23

# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 1

As to **BARCELONA SUPERCOMPUTING CENTER - CENTRO NACIONAL DE SUPERCOMPUTACIÓN**, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)** | **Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)** |
|---|---|---|
| ***OEB Suite**. A set of tools that allows to evaluate the quality of the results of the research performed in the context of Bioinformatics. It is composed of different components that can be used separately or combined depending on specific needs. The components are: OEB Scientific Benchmarking, OEB Technical Monitoring, OEB Observatory and OEB Portal.* | *Access to the specified software shall be limited exclusively to the tasks necessary for the implementation of the project and shall be made under the terms of the license corresponding to each of the components (listed below).* | *Its use for any other activity, including its direct exploitation and/or use to exploit the results of the present project, shall require a separate and specific agreement.* |
| *Methodology for the optimal use and exploitation of OEB Suite and its components* | *Access to the specified know-how shall be limited exclusively to the necessary tasks for the implementation of the project.* | *Its use for any other activity, including its direct exploitation and/or use to exploit the results of the present project, will require a separate and specific agreement.* |
| *OEB Scientific Benchmarking.* | *Access to the specific software shall be limited to the tasks associated with the implementation of the project and shall be carried out under the conditions imposed by the open source licenses identified for its components.* | *Its use for any other activity, including its direct exploitation and/or use to exploit the results of the present project, will require a separate and specific agreement.* |
| *OEB Technical Monitoring..* | *Access to the specified software shall be limited exclusively to the works that are necessary for the* | *Its use for any other activity, including its direct exploitation and/or use to exploit the* |

| | | |
|---|---|---|
| | *implementation of the project and shall conform to the conditions of the LGPL-2.1 License.* | *results of the present project, will require a separate and specific agreement.* |
| *OEB Observatory* | *Access to the specified software shall be limited exclusively to the works that are necessary for the implementation of the project and shall conform to the conditions of the GPL-3.0 License.* | *Its use for any other activity, including its direct exploitation and/or use to exploit the results of the present project, will require a separate and specific agreement.* |
| *OEB Portal* | *Access to the specific software shall be limited to the tasks associated with the implementation of the project and shall be carried out under the conditions imposed by the open source licenses identified for its components.* | *Its use for any other activity, including its direct exploitation and/or use to exploit the results of the present project, will require a separate and specific agreement.* |
| ***BIOBB*** | *Access to the specific software shall be limited to the tasks associated with the implementation of the project and shall be carried out under the conditions imposed by an open source license.* | *Its use for any other activity, including its direct exploitation and/or use to exploit the results of the present project, will require a separate and specific agreement.* |
| ***OpenVRE*** | *Access to the specific software shall be limited to the tasks associated with the implementation of the project and shall be carried out under the conditions imposed by an open source license.* | *Its use for any other activity, including its direct exploitation and/or use to exploit the results of the present project, will require a separate and specific agreement.* |
| ***WfExS*** | *Access to the specified software shall be limited exclusively to the works that are necessary for the implementation of the project and shall conform to the conditions of the Apache 2.0 License.* | *Its use for any other activity, including its direct exploitation and/or use to exploit the results of the present project, will require a separate and specific agreement.* |
| **Ruby bioinformatics toolkit (Rbbt workflows)** | *Access to the specified software shall be limited exclusively to the works that are necessary for the implementation of the project and shall conform to the conditions of the MIT License.* | *Its use for any other activity, including its direct exploitation and/or use to exploit the results of the present project, will require a separate and specific agreement.* |

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

# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 2

As to **BIOBANKS AND BIOMOLECULAR RESOURCES RESEARCH INFRASTRUCTURE CONSORTIUM (**BBMRI-ERIC**)**, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)** | **Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)** |
|---|---|---|
| BBMRI-ERIC Directory with Molgenis | Software licensed under open-source license | Software licensed under open-source license |
| BBMRI-ERIC Negotiator | Software licensed under open-source license | Software licensed under open-source license |
| BBMRI-ERIC AAI with Perun | Software licensed under open-source license | Software licensed under open-source license |
| BBMRI-ERIC BIBBOX framework and App Store | Software licensed under open-source license | Software licensed under open-source license |
| BBMRI-ERIC Federated Platform: Locator & Finder | Locator: Software licensed under open-source license. Finder: Proprietary software | Locator: Software licensed under open-source license. Finder: Proprietary software |
| MIABIS | Software licensed under open-source license | Software licensed under open-source license |

| | | |
|---|---|---|
| BBMRI-ERIC ELSI Services | Background and/or Material which has been accumulated in the field of the Project and which has been developed by the specific research group directly involved in carrying out the Project. Access to certain Background and/or Material and tools may be subject to special conditions (GDPR compliance, MTA, terms of use, training material, etc.). | Background and/or Material which has been accumulated in the field of the Project and which has been developed by the specific research group directly involved in carrying out the Project. Access to certain Background and/or Material and tools may be subject to special conditions (GDPR compliance, MTA, terms of use, training material, etc.). |

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

# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

**PARTY 3 EUROPEAN MOLECULAR BIOLOGY LABORATORY and the EUROPEAN MOLECULAR BIOLOGY LABORATORY as part of and mandated by the ELIXIR Consortium**

As to the EUROPEAN MOLECLAR BIOLOGY LABORATORY (for ELIXIR), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the ELIXIR is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

As to the EUROPEAN MOLECLAR BIOLOGY LABORATORY (EMBL-EBI), 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 for EMBL-EBI. Specific limitations and/or conditions, shall be as mentioned hereunder:

| **Describe Background** | **Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)** | **Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)** |
|---|---|---|
| The European Genome-phenome Archive (EGA) | Access to datasets in EGA is managed by Data Access Committees, please see https://ega-archive.org/privacy-notice | |
| Large scale cancer genomics and pancancer analysis, bioinformatics tool development, analysis of structural variants in cancer, single cell analysis in cancer | No restrictions (open access tools & code foreseen) | |

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

# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 4

As to **UNIVERSITETET I OSLO (UiO)**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of UNIVERSITETET I OSLO (UiO) is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 5

As to **FUNDACION SECTOR PUBLICO ESTATAL CENTRO NACIONAL INVESTIGACIONES ONCOLOGICAS CARLOS III (FSP CNIO)**, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)** | **Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)** |
|---|---|---|
| PanDrugs tool (https://www.pandrugs.org) provides a bioinformatics platform to prioritize anticancer drug treatments according to individual genomic data. PanDrugs current version integrates data from 24 primary sources and supports 56297 drug-target associations obtained from 4804 genes and 9092 unique compounds (Piñeiro-Yáñez et al. Genome Med. 2018 May 31;10(1):41. doi: 10.1186/s13073-018-0546-1.) | Only accessible for research purposes | Only accessible for research purposes |
| Expertise in developing of bioinformatics tools to analyze omics data from cancer patients and in silico drug prescription and drug repositioning (Fustero-Torre et | Only accessible for research purposes | Only accessible for research purposes |

| | | |
|---|---|---|
| al. 2021; Troulé et al. 2020; Perales-Patón et al. 2019; Piñeiro-Yañez et al. 2018). Developing and applying software for the analysis of NGS including scRNA-Seq, RNA-seq, DNA-seq (García-Jimeno et al. 2021) to characterize molecular alterations and to identify new predictive and prognostic biomarkers in cancer. | | |

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

# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 6

As to **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE**, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)** | **Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)** |
|---|---|---|
| An alignment-free method for calling mutations in targeted sequencing cancer data, MICADo<br><br>The deployed Beacon for the HER2-positive breast cancer cohort | CNRS will share the relevant knowledge related to the project, accordingly with the signed Consortium Agreement and on a need-to-know basis for other beneficiaries for implementation of EOSC4Cancer, except when legal restrictions apply and/or provided that the said background is not subject to terms and conditions in other agreements that may prohibit the desired access. | Non-exclusive license is possible on fair and reasonable terms and conditions, subject to legal restrictions or limits including those imposed by pre-existing agreements that may require the agreement of all IP owners |

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

# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 7

As to **UPOL**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of UPOL is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 8

As to **Stichting Het Nederlands Kanker Instituut – Antoni van Leeuwenhoek ziekenhuis (NKI)**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of Stichting Het Nederlands Kanker Instituut – Antoni van Leeuwenhoek ziekenhuis (NKI) is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 9

As to **UMCG**, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)** | **Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)** |
|---|---|---|
| UMCG provides MOLGENIS open-source software as background. Potentially, UMCG will also facilitate integration with existing catalogue metadata, for example with BBMRI-ERIC parts of BBMRI Directory of Biobanks, or together with EUChildNetwork parts of its Cohort catalogue. | All additions to MOLGENIS as part of this project will be inseperable licensed with MOLGENIS under open-source license LGPLv3. None of the catalogue data is owned by UMCG and therefore their ownership stays with original data providers and the access conditions they stipulate. | GLPv3 stipulates MOLGENIS is free to use by all partners including reuse in commercial applications conform LGPLv3. In case data is included, permission to reuse data will need to be provided by original data partners where required. |

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

# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 10

As to **ETHNIKO KENTRO EREVNAS KAI TECHNOLOGIKIS ANAPTYXIS (CERTH)**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of ETHNIKO KENTRO EREVNAS KAI TECHNOLOGIKIS ANAPTYXIS (CERTH) is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 11

As to **CNR**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of CNR is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 12

As to **Fundació Privada Institut d’Investigació Oncològica Vall d’Hebron**, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)** | **Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)** |
|---|---|---|
| Data of the agreed cohort of metastatic CRC patients to perform the use case | Access to data shall be expressly authorized in writing by VHIO. | Access to data shall be expressly authorized in writing by VHIO. |
| Expertise on the use of a CDSS for the allocation of patients in a clinical trial | | |

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# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 13

As to **EMPIRICA**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of EMPIRICA is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 14

As to **EATRIS-ERIC**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of EATRIS ERIC is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 15

As to **FUNDACIÓ CENTRE DE REGULACIÓ GENÒMICA**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of FUNDACIÓ CENTRE DE REGULACIÓ GENÒMICA is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 16

As to **DKFZ**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of DKFZ is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 17

As to **INSTRUCT-ERIC**, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)** | **Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)** |
|---|---|---|
| ARIA software for management ot research infrastructure | Subject to the terma of IIcence issued by OUI (Oxford University Innovation Limited) Project 15294 under which the source code is protected. | No specific limitations beyond those covered under the already specified Licence. |

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

# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 18

As to **EU-OPENSCREEN**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of EU-OPENSCREEN is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 19

As to **ALU-FR**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of ALU-FR is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 20

As to **ECRIN EUROPEAN CLINICAL RESEARCH INFRASTRUCTURE NETWORK (ECRIN)**, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)** | **Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)** |
|---|---|---|
| ECRIN Metadata Repository<br><br>http://ecrin-mdr.online/index.php/Project_Overview | NA | NA |

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

# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 21

As to **EURO-BIOIMAGING ERIC**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of EURO-BIOIMAGING ERIC is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 22

As to **INFRAFRONTIER**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of INFRAFRONTIER is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 23

As to **Karolinska Institutet**, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)** | **Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)** |
|---|---|---|
| Access to the Molecular Tumor Board Portal (“MTB portal”) available at KI, including support with interpretation of tumor molecular data.<br>For the avoidance of doubt, Access Rights to the MTB Portal shall not comprise IP relating to the MTBP Portal such as software, object code, source code, algorithms, workflows, applications, software documentation, copyrights, application programming interface, designs, trademarks or to any other IP that is not deemed necessary for the implementation of the Project. | Personal Data available at the MTB portal will be subject to specific data protection agreements to ensure compliance with GDPR. | No Access Rights are granted for Exploitation. |

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# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 24

As to **Masarykova univerzita**, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)** | **Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)** |
|---|---|---|
| Global Environmental Assessment and Information System (GENASIS, www.genasis.cz): Open access repository of (national and international) data on environmental and human exposure (3 mil. data points) including data analysis and presentation tools. | Open access to primary and/or aggregated data in the GENASIS system is generally granted through the RECETOX research infrastructure of MU (source/owner of data has to be acknowledged) unless specific cases when data is a subject to restrictions imposed by the rights of third parties (data owners). | GENASIS system serves as a long-term storage, presentation and reporting tool for multiple external users (including major global monitoring programmes) and can be used in this project as well as afterwards nationally and internationally (also for exporting available data in aggregated form into the GMP DWH). |
| Global Monitoring Plan of the Stockholm Convention Data Warehouse (GMP DWH, www.pops-gmp.org): open access repository of global data on human milk and blood, ambient air and water collected in frames of the GMP campaigns. | Open access to aggregated data approved by the Regional Organization Groups is granted. | Open access to aggregated data approved by the Regional Organization Groups is granted. GMP DWH can be also used for reporting of existing and newly collected data to the GMP (every 6 years). |
| Long-term air pollution data (particles, PAHs, POPs, emerging pollutants) collected from the Czech Republic (active continuously since 1988 in frames of EMEP, passive since 2003) and | Open access to primary and/or aggregated data is generally granted through the RECETOX research infrastructure of MU (source/owner of data has to be acknowledged). | Open access to primary and/or aggregated data is generally granted through the RECETOX research infrastructure of MU (source/owner of data has to be acknowledged). |

| | | |
|---|---|---|
| Europe (MONET and GAPS networks). | | |
| Global decentralized monitoring of toxic chemicals in aquatic environments AQUA-GAPS. Generating harmonized data on POPs/PFOS (Perfluorooctanesulfonic acid). Passive polyethylene-based samplers are deployed in more than 30 sites worldwide. | Open access to primary and/or aggregated data is generally granted through the RECETOX research infrastructure of MU (source/owner of data has to be acknowledged). | Open access to primary and/or aggregated data is generally granted through the RECETOX research infrastructure of MU (source/owner of data has to be acknowledged). |
| European Longitudinal Study on Pregnancy and Childhood (ELSPAC) cohort in the Czech Republic on-going since 1991 and CELSPAC-YA (medical records, questionnaires on multiple health determinants, facetoface examinations, DNA, dental, and neuro assessments<br><br>available for sub-cohorts) | The access rights to the data are a subject of approval of the Scientific Board and Ethical Committee of ELSPAC. The same procedure applies to analysis of available samples and new studies on the cohort<br><br>participants. | The Access rights are granted for the purpose and the duration of the EOSC4Cancer Project only. Outside the project, access to data, samples and spin-off studies is a subject of approval of the Scientific Board and Ethical<br><br>Committee of ELSPAC. |
| Expertise in population studies, epidemiology, medical statistics and qualitative research methods; data in the HAPIEE cohort study. | The access rights to the data are a subject of approval of the Scientific Board and Ethical Committee of ELSPAC. The same procedure applies to analysis of available samples and new studies on the cohort participants. | The Access rights are granted for the purpose and the duration of the EOSC4Cancer Project only. Outside the project, access to data, samples and spin-off studies is a subject of approval of the Scientific Board and Ethical Committee of ELSPAC. |
| Data on contamination of consumer products and wastes in the Czech Republic. | Open access to primary and/or aggregated data is generally granted through the RECETOX research infrastructure of MU (source/owner of data has to be acknowledged). | Open access to primary and/or aggregated data is generally granted through the RECETOX research infrastructure of MU (source/owner of data has to be acknowledged). |
| The Next Generation (TNG) exposome birth cohort in Brno region of the Czech Republic (recruitment on-going, target No. 5000): blood and urine Of mother, core blood, questionnaires, more info (indoor, FFQ, microbiom) available from sub-cohorts. | The access rights to the data are a subject Of approval of the Scientific Board and Ethical Committee of ELSPAC. The same procedure applies to analysis of available samples and new studies on the cohort participants. | The Access rights are Granted for the purpose and the Duration of the EOSC4Cancer Project only. Outside the project, access to data, samples and spin-off studies are a subject of approval of the Scientific Board and Ethical Committee of ELSPAC. |
| Data about external exposome surfaces (geospatially and temporally resolved maps of factors in four dimensions: food and lifestyle environment, social environment, built environment, and physical-chemical environment). | Open access to aggregated data is generally granted through the RECETOX research infrastructure of MU (source/owner of data has to be acknowledged) unless specific cases when data is a subject to restrictions imposed by the rights of third parties (data owners). | Open access to aggregated data is generally granted through the RECETOX research infrastructure of MU for the purpose and the duration of the EOSC4Cancer Project only. |
| Methods for analysis of toxic metals, legacy and emerging pollutants in biotic and abiotic matrices, non-target analysis and effect directed analysis as well as capacities for these analyses in | Relevant methods will be made available for implementation of this project together with capacities of the accredited laboratories. | Accredited trace analytical laboratory is an open-access research facility listed in the Roadmap of Large Research Infrastructures in the Czech Republic. An access is a subject |

| | | |
|---|---|---|
| the accredited trace analytical facility. | | of approval of the Scientific Committee (within as well as outside this project). |
| Pharmacokinetic models of different structure and complexity describing the uptake, distribution and transformation and elimination of different types of chemicals in the human body. | The Access rights are granted for the purpose and the duration of the EOSC4Cancer project only. | The Access rights are granted for the purpose and the duration of the EOSC4Cancer project only. |

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# Attachment 1: Background included

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PARTY 25

As to **ECPC**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of ECPC is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 26

As to **Institute for Research in Biomedicine (IRB)**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of Institute for Research in Biomedicine (IRB) is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 27

As to **University of Bordeaux**, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)** | **Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)** |
|---|---|---|
| An alignment-free method for calling mutations in targeted sequencing cancer data, MICADo<br><br>The deployed Beacon for the HER2-positive breast cancer cohort | *CNRS and UBx will share the relevant knowledge related to the project, accordingly with the signed Consortium Agreement and on a need-to-know basis for other beneficiaries for implementation of EOSC4Cancer, except when legal restrictions apply and/or provided that the said background is not subject to terms and conditions in other agreements that may prohibit the desired access.* | *Non-exclusive license is possible on fair and reasonable terms and conditions, subject to legal restrictions or limits including those imposed by pre-existing agreements that may require the agreement of all IP owners* |

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# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

PARTY 28

As to **STICHTING LYGATURE**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of STICHTING LYGATURE is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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# Attachment 1: Background included

According to the Grant Agreement (Article 16.1) 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.

ASSOCIATED PARTNER

As to the **University of Manchester**, 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 restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)** | **Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)** |
|---|---|---|
| Research Objects (https://researchobject.org) | No restrictions | No restrictions |
| RO-Crate (https://www.researchobject.org/ro-crate/) | No restrictions | No restrictions |
| WorkflowHub (https://workflowhub.eu) | No restrictions | No restrictions |
| RDMkit (https://rdmkit.elixir-europe.org) | No restrictions | No restrictions |
| TeSS (https://tess.elixir-europe.org | No restrictions | No restrictions |
| Bioschemas (https://bioschemas.org) | No restrictions | No restrictions |
| Common Workflow Language (https://commonwl.org/) | No restrictions | No restrictions |
| FAIRDOM-SEEK (https://fairdom-seek.org/) | No restrictions | No restrictions |
| Rightfield (https://rightfield.org.uk/) | No restrictions | No restrictions |

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

# Attachment 2: Accession document

ACCESSION

**of a new Party to**

**EOSC4Cancer 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 8.3.2.

For Universitetet i Oslo: Inven2 AS, P.O.Box 1061 Blindern, N-0316 OSLO, Norway

For UBx: CNRS

# Attachment 4: Identified entities under the same control according to Section 9.5

For EUROPEAN INFRASTRUCTURE OF OPEN SCREENING PLATFORMS FOR CHEMICAL BIOLOGY EUROPEAN RESEARCH INFRASTRUCTURE CONSORTIUM (EU-OPENSCREEN ERIC) > The Institute of Molecular Genetics (IMG).

# Attachment 5: NDA for Scientific Advisory Board / Ethics Advisory Board

Non-Disclosure Agreement for the EOSC4CANCER

Between

The Parties of the EOSC4Cancer Consortium Agreement listed under recital B below, represented by their project Coordinator, **BARCELONA SUPERCOMPUTING CENTER-CENTRO NACIONAL DE SUPERCOMPUTACIÓN,** whose registered office is at in Calle Jordi Girona 31, BARCELONA 08034, Spain, VAT number: ESS0800099D, ---------- with its registered office at , represented by ----------

- hereinafter referred to as "the Project Partners"-

and

<Name of the External Expert >

- hereinafter referred to as "the External Expert" or “the Recipient”

- hereinafter jointly referred to as "the Parties"-

Whereas:

A BSC-CNS, acts as Coordinator of EOSC4Cancer project, Contract N° 101058427, hereinafter referred to as "Project"

and

B for this Project, a Consortium Agreement has been concluded between all Project Partners on ---/---/---as listed here below:

| |
|---|
| BARCELONA SUPERCOMPUTING CENTER |
| BIOBANKS AND BIOMOLECULAR RESOURCES RESEARCH INFRASTRUCTURE CONSORTIUM |
| EUROPEAN MOLECULAR BIOLOGY LABORATORY |
| UNIVERSITETET I OSLO |
| FUNDACION SECTOR PUBLICO ESTATAL CENTRO NACIONAL INVESTIGACIONES ONCOLOGICAS CARLOS III |
| CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS |
| UNIVERZITA PALACKEHO V OLOMOUCI |
| STICHTING HET NEDERLANDS KANKER INSTITUUT-ANTONI VAN LEEUWENHOEK ZIEKENHUIS |
| ACADEMISCH ZIEKENHUIS GRONINGEN |

| |
|---|
| ETHNIKO KENTRO EREVNAS KAI TECHNOLOGIKIS ANAPTYXIS |
| CONSIGLIO NAZIONALE DELLE RICERCHE |
| FUNDACIO PRIVADA INSTITUT D'INVESTIGACIO ONCOLOGICA DE VALL-HEBRON (VHIO) |
| EMPIRICA GESELLSCHAFT FUR KOMMUNIKATIONS UND TECHNOLOGIEFORSCHUNG MBH |
| EATRIS ERIC |
| FUNDACIO CENTRE DE REGULACIO GENOMICA |
| DEUTSCHES KREBSFORSCHUNGSZENTRUM HEIDELBERG |
| INSTRUCT-ERIC |
| EUROPEAN INFRASTRUCTURE OF OPEN SCREENING PLATFORMS FOR CHEMICAL BIOLOGY EUROPEAN RESEARCH INFRASTRUCTURE CONSORTIUM (EU-OPENSCREEN ERIC) |
| ALBERT-LUDWIGS-UNIVERSITAET FREIBURG |
| ECRIN EUROPEAN CLINICAL RESEARCH INFRASTRUCTURE NETWORK |
| EURO-BIOIMAGING ERIC |
| INFRAFRONTIER GMBH |
| KAROLINSKA INSTITUTET |
| Masarykova univerzita |
| EUROPEAN CANCER PATIENT COALITION |
| FUNDACIO INSTITUT DE RECERCA BIOMEDICA (IRB BARCELONA) |
| UNIVERSITÉ DE BORDEAUX |
| STICHTING LYGATURE |
| THE UNIVERSITY OF MANCHESTER |

(1) the Coordinator,

(2)

and

C the External Expert has been elected, by the Project Partners, to act as an External Expert advisor for the Project

and

D BSC-CNS has been authorized, as per the Consortium Agreement to sign this Non-Disclosure Agreement for and on behalf of the Project Partners

and

E In the course of the External Expert activities within the Project the Project Partners may wish to disclose technical and/or commercial information of a confidential nature to "the External Expert" and wish to ensure that the same remain confidential.

Now, therefore, it is hereby agreed as follow:

1. For the purposes of this Agreement "Confidential Information" is all the information in whatever form or mode of transmission, which is disclosed by a Project Partners (the “Disclosing Parties”) to the External Expert(the “Recipient”) in connection with the Project during its implementation and which has

been explicitly marked as “confidential”, or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within fifteen (15) days from its disclosure at the latest as confidential information by the Disclosing Party.

2. The Recipient hereby undertakes

- 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;

- to take all necessary precautions and measures to maintain the confidentiality of the Confidential Information;

- to comply with the provisions of the Data Protection Regulation (EU) 2016/679; and

- to return to the Disclosing Party on demand, or destroy, all Confidential Information which has been supplied to or acquired by the Recipient including all copies thereof and to delete all information stored in a machine-readable form. If needed for the recording of ongoing obligations, the Recipient may however request to keep a copy for archival purposes only.

The Recipient shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment.

3. 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 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.

4. 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.

The Recipient shall promptly advise the other party in writing of any unauthorised disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If the Recipient 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.

In the event that EMBL is the Disclosing Party, due to its status as an intergovernmental institution benefiting from privileges and immunities the following will apply: If any Confidential Information relating to EMBL is sought from the receiving Party by any governmental body and the receiving party is prohibited by applicable law or the governmental body from notifying EMBL of such request, so notify EMBL promptly upon the lapse, termination, removal or modification of such prohibition,and (i) consult with EMBL regarding the Party's response to the demand or request by such governmental body; (ii) cooperate with EMBL's reasonable requests to prevent disclosure; (iii) to the extent permissible by law, seek to contest, limit or challenge the demand or request and request such governmental body to redirect the relevant request for disclosure directly to EMBL; (iv) provide EMBL a true, correct and complete copy of the Party's response to such demand or request; and (v) keep EMBL informed of all developments and communications with the governmental body.

5. Unless it is necessary in the course of the External Expert's activities within the Project, the External Expert shall not, without the Project Partners' prior written consent, copy or reproduce any document provided to them containing in whole or in part Confidential Information and any party receiving any such document shall return or destroy the same and any copies thereof at the Project Partners' request but the latest until termination of this Agreement.

6. All Confidential Information supplied pursuant to this Agreement shall remain the property of the Party supplying it and no rights, including but not limited to the right to apply for industrial property rights, are granted to the External Expert. In the case that the External Expert contributes to the project results, it shall grant to the Project Partners a license to use the information free of charge, with no time or geographic limit, and to produce and distribute and exploit a product or a service derived from the Project Results. In the case that the contribution of the External Expert in the results of the Project are substantial and needed, the Project Partners and the External Expert shall negotiate in good faith a free license to use the results.

7. Any sample or material which may be supplied by any of the Project Partners shall be treated as confidential according to section 2 to 5 of this Agreement and shall be used only in the course of the External Expert's activities within the Project.

8. The Recipient shall not analyse, decompile or reverse-engineer the sample or software to determine the identity and/or properties of components used to prepare the sample or software.

Any sample or software shall be returned to the Project Partners at the Project Partners' request, but the latest until termination of this Agreement.

9. This Agreement shall come into force on the date of the last signature and shall thereafter continue for five (5) years after the final payment of the Granting Authority (the Coordinator shall notify the External Expert about the date of the final payment).

10. The personal data of the signatories will be processed by the parties for the execution of this Agreement. The legal basis of processing is the compliance with the contractual relationship. The data will be kept throughout the term of the Agreement and, after that, until the applicable legal limitation periods. Data subjects may exercise at any time their rights of access, rectification, erasure, opposition, limitation and portability, through the address of the other party indicated in the heading of this Agreement as well as submit a claim to the supervisory authority on Data Protection.

11. Nothing herein shall be construed as creating any agency, joint venture, partnership, license, employment relationship, or other form of business association between the Parties. The Parties have no obligation to achieve the Project and either Party may terminate discussions at any time before the Project is completed.

12. Amendments or additions to this Agreement must be made in writing.

13. This Agreement is subject to and governed by the laws of Belgium excluding its conflict of law provisions

14. Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to the Courts of Brussels.

The courts of Brussels, Belgium shall have exclusive jurisdiction.

As an exception any disputes involving EMBL which cannot be solved amicably, shall be referred to arbitration and finally be settled under the WIPO Expedited Arbitration Rules. The arbitration proceedings shall take place in Brussels and the language to be used shall be English. The arbitral award will be binding on all parties and will not be subject to appeal. The Parties in any disputes involving EMBL are not entitled to seek injunctive relief other than through Emergency Relief Proceedings in accordance with Article 43 of the WIPO Expedited Arbitration Rules. Where a Party can demonstrate

that, due to its nature of public entity, it is not allowed by its statutes or its national law to submit its disputes to arbitration and where any dispute, controversy or claim arises between such Party and EMBL that cannot be resolved amicably the interested Parties will undertake to resolve such dispute in a way and by means acceptable to them. For the avoidance of doubt, this may not be construed as an acceptance by EMBL of the jurisdiction of any court.

15. If any provision of this Agreement is determined to be illegal or in conflict with the applicable law, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective provision which is economically equivalent. The same shall apply in case of a gap.

16. The Parties hereby agree that the Project Partner who owns the Confidential Information has the right to take action to enforce the obligations contained in this NDA.

17. Nothing in the Agreement may be interpreted as a waiver of any privileges or immunities accorded to EMBL by its constituent documents or international law.

Authorised to sign on behalf of BSC-CNS which address is----------, postal code ----------,. ID number----------.

*and on behalf of EOSC4Cancer project Consortium members*

Legal Representative Name:

Title:

Date of Signature:

[Legal Representative Signature and Stamp of the organization]

Authorised to sign on behalf of XXXXXXXXXX(External ExpertXXXXXXXXXXXXXXXXXX whose address is XXXXXXXXXXXXXXXX, postal code XXX,Country. ID number XXXXXXXXXXX.

Legal Representative Name:

Title:

Date of Signature:

[Legal Representative Signature and Stamp of the organization]