

## Proposal Building Services Agreement

(hereinafter "Agreement")

This Agreement is by and between:

1. **MODUS Research and Innovation Ltd**, with its registered office at 7-11 Melville Street Edinburgh, EH3 7PE, company no. SC555652, represented by its Director, Mrs. Cordelia Lennon, (hereafter referred to as "MODUS")

and

2. **EUROPEAN INFRASTRUCTURE FOR TRANSLATIONAL MEDICINE - EATRIS ERIC**( hereafter "EATRIS/Coordinator")  
DE BOELELAAN 1118  
1081 HZ, AMSTERDAM Netherlands
3. **UNIVERSITY OF LJUBLJANA - UNIVERZA V LJUBLJANI (UL)**  
KONGRESNI TRG 12,1000 Ljubljana, Slovenia
4. **ISTITUTO SUPERIORE DI SANITA (ISS)**  
Viale Regina Elena 299, 00161 ROMA, Italy
5. **UNIVERSITY OF OSLO - UNIVERSITETET I OSLO (UiO)**  
PROBLEMVEIEN 7, 0316 OSLO, Norway
6. **UNIVERSITY OF SOFIA- SOFIISKI UNIVERSITET SVETI KLIMENT OHRIDSKI (SU)**  
BUL TZAR OSVOBODITEL 15, 1504 SOFIA, Bulgaria
7. **INFARMED-AUTORIDADE NACIONAL DO MEDICAMENTO E PRODUTOS DA SAUDE IP (INFARMED)**  
AVENIDA DO BRASIL 53, 1749 004 LISBOA, Portugal
8. **UPPSALA UNIVERSITET (UU)**  
VON KRAEMERS ALLE 4, 751 05 UPPSALA, Sweden
9. **UNIVERSITY OF HELSINKI - HELSINGIN YLIOPISTO (UH)**  
YLIOPISTONKATU 3, 00014 HELSINGIN YLIOPISTO, Finland
10. **UNIVERSITY OF EASTERN FINLAND - ITA-SUOMEN YLIOPISTO (UEF)**
11. **UNIVERSITY OF ZAGREB, SCHOOL OF MEDICINE (UNIZG)**
12. **SERVICIO MADRILENO DE SALUD (SERMAS)**  
PLAZA CARLOS TRIAS BERTRAN 7, 28020 MADRID, Spain
13. **UNIVERZITA PALACKEHO V OLOMOUCI (UPOL)**  
KRIZKOVSKÉHO 8, 771 47 OLOMOUC, Czech Republic

14. **LUXEMBOURG INSTITUTE OF HEALTH (LIH)**  
1A rue Thomas Edison, 1445, Strassen, Luxembourg
15. **RIGAS STRADINA UNIVERSITATE (RSU)**  
Dzirciema street 16, 1007 RIGA, Latvia
16. **COLLEGE OF THE HOLY AND UNDIVIDED TRINITY OF QUEEN ELIZABETH DUBLIN (TCD)**  
College Green, 2 DUBLIN, Ireland
17. **STICHTING HEALTH-RI (HEALTH-RI)**  
Beatrixgebouw Jaarbeurs, 6th floor, Jaarbeursplein 6 | 3521 AL Utrecht, The Netherlands
18. **ISTITUTO DI RICERCA FARMACOLOGICHE MARIO NEGRI (IRFMN)**  
Via Giuseppe La Masa 19, Milano 20156, Italy
19. **AIBILI ASSOCIACAO PARA INVESTIGACAO BIOMEDICA E INNOVACAO EM LUZ E IMAGEM (AIBILI)**  
Azinhaga Sta. Comba, Celas, 3000-548 Coimbra, Portugal
20. **COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA)**  
BATIMENT LE PONANT D, RUE LEBLANC 25, 75015 PARIS 15, France
21. **STICHTING RADBOUD UNIVERSITAIR MEDISCH CENTRUM (RUMC)**  
Geert Grooteplein Noord 9, v6525 EZ NIJMEGEN, Netherlands
22. **FUNDACIÓ HOSPITAL UNIVERSITARI VALL D'HEBRON - INSTITUT DE RECERCA (VHIR)**  
Pg Vall D'Hebron, 119, 08035, Barcelona, Spain  
  
(hereafter "Partners")

MODUS and Partners hereafter collectively referred to as "Parties"

#### **PREAMBLE:**

#### **WHEREAS**

- A. Participants of the project proposal (hereinafter the "Partners") coordinated by EATRIS ERIC (hereinafter EATRIS and/or "Coordinator") needed professional services assistance in Project proposal building submitted in response to the HORIZON-INFRA-2023-DEV-01-03 call published on 6<sup>th</sup> December 2022 (hereinafter the "Project");
- B. Submission deadline for Project proposal was 9<sup>th</sup> of March 2023;
- C. MODUS is a professional proposal writing and project management service established to assist individuals and organisations to secure research funding;
- D. EATRIS/Coordinator on behalf of the Partners engaged MODUS for professional proposal writing services for the Project and to support the consortium in developing and building of the Project proposal;
- F. EATRIS/Coordinator already made advance payment to MODUS in amount of £8,000.00 as Service Fee under separate agreement and will not ask for reimbursement of such from Partners herein.

G. Partners hereby agree to further compensate MODUS by paying a success fee of £30,000.00 (hereafter "Success Fee") should the Project proposal be selected for funding as further specified below;

Parties hereby agree upon the following:

#### **1. PREPARATION OF The PROJECT**

1.1. EATRIS and Partners hereby committed to contributing to the preparation of the Project, the contributions were including delivering information needed to complete the proposal, contributing to the Project definition, attending scheduled meetings, allocating resources, respecting planning and deadlines to enable MODUS to deliver the proposal in its final form.

1.2. MODUS professional proposal writing services (hereinafter "Services") under this Agreement particularly included:

- Co-development of the proposal's concept and narrative, with a specific focus on Impact and Implementation sections
- Compilation of all administrative and budgetary information needed from the consortium partners
- Definition of operational timelines and oversight of the general progress and preparation of the proposal

1.3. MODUS provided Services with care, skill, and diligence and in accordance with the highest applicable professional standards.

1.4. MODUS was in charge of collecting materials from EATRIS and other Partners and consolidating the Project proposal and prepared final version of the Project proposal in its final form for the submission before submission deadline - 9<sup>th</sup> March 2023.

#### **2. CONFIDENTIALITY**

2.1. The Parties undertake to treat all information, whether of financial, commercial, scientific, or technical nature, they have received directly or indirectly in the context of the preparation and planning of the Project ("hereinafter Confidential Information"), as strictly confidential.

2.2. The Parties undertake not to disclose the received information in any form to third parties, except to Partners as herewith defined, for any purpose unless and until expressly authorised in writing to do so by the Disclosing Party.

2.3. The foregoing obligations shall not apply, however, to such Confidential Information or to any part thereof, received from the Disclosing Party for which the receiving Party can demonstrate by competent written proof:

- a) that it was known to the receiving Party prior to its disclosure under this letter, or
- b) that it was known to the public or generally available to the public prior to its disclosure under this letter; or
- c) that it became known to the public or generally available to the public subsequent to its receipt without the receiving Party being responsible therefore, or



- d) that it was received at any time from a third party having a bona fide right to disclose the same to the receiving Party; or
- e) that it was developed by the receiving Party independently of any use of the Confidential Information received from the Disclosing Party; or
- f) that it is required to be disclosed in order to comply with applicable laws or regulations.

2.4. The Parties agree that the received information shall be used solely for the purpose for which it was submitted.

2.5. Nothing in this Agreement shall affect the ownership of any Confidential Information or any intellectual property rights therein which either Party makes available to the other in the context of the planning and preparation of the Project and nor shall anything herein constitute a licence, express or implied, from the disclosing Party to the receiving one to use any of the said Confidential Information or any intellectual property rights therein for any purpose other than the preparation of the Project.

2.6. Nothing in this Agreement shall obligate any Party to disclose any information, intellectual property, data, material, or ideas to the other.

2.7. In case of a non-acceptance of Project proposal and grant of funds by the European Commission, or if the negotiations fail to lead to a consortium agreement, the obligations of confidentiality herein stated shall remain in force for a period of (5) five years after the date of the signature of this Agreement.

### **3. DISCLOSURE OF PARTICIPATION IN COMPETING PROJECTS**

The Parties agree to disclose to each other participation of the same researchers in competing projects to be submitted to the same call ID.

### **4. SUCCESS FEE**

4.1. Should the Project be selected for funding, the Parties hereby agree that MODUS will be entitled to a Success fee of £30,000.00, payable to MODUS by all consortium Partners.

4.2. Success Fee shall be paid by each Partner to MODUS proportionally to the total Project budget share allocated to each Partner/Beneficiary as specified in Appendix I of this Agreement .

4.3. This will be payable to MODUS on notification of grant agreement preparation for the Project by the European Commission.

4.4. MODUS shall invoice each Partner directly and Partners will pay their share of Success Fee within thirty (30) days of such invoice.

4.5. For avoidance of any doubt, in case Project is not selected for funding based on Project proposal, Partners shall not own any Success Fees hereunder or any additional fees to MODUS and this Agreement shall be deemed automatically terminated, except for the provisions surviving the termination such as Clause 2- Confidentiality and Clause 5- General Provisions.

### **5. GENERAL PROVISIONS**

5.1. This Agreement shall come into force on the date of its signature by the second Party to it and shall remain in force until the completion of Services hereunder. This Agreement and its effects shall be governed by the laws of Belgium to the exclusion of its conflict of law rules.



5.2. 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 solved amicably or through mediation. Should the amicable solution or the mediation fail to bring about a full amicable agreement between the parties putting an end to the dispute, sole competent courts will be the Courts of Brussels. The language to be used in the mediation shall be English unless otherwise agreed upon.

5.3. The Parties agree to process personal data exchanged under this agreement in compliance with the General Data Protection Regulation (2016/679/EU) and any applicable national data protection laws.

5.4. The Parties acknowledge that digital signatures of Agreement have value of original documents.

**Appendix I**  
**Success Fee Specification**

Partner Name	EATRIS-CONNECT Total budget	Proportion of Funding	Total funding/Maximum Grant Amount	Proportional Success Fee to be paid
EATRIScandS	€ 873.090	17%	€ 698.472	£ 5.238,89
SERMAS	€ 366.888	7%	€ 293.510	£ 2.201,47
IMTM	€ 221.725	4%	€ 177.380	£ 1.330,44
UEF	€ 236.468	5%	€ 189.174	£ 1.418,90
UZSM	€ 257.938	5%	€ 206.350	£ 1.547,73
ISS	€ 168.990	3%	€ 135.192	£ 1.014,01
INFARMED	€ 163.950	3%	€ 131.160	£ 983,77
LIH	€ 292.040	6%	€ 233.632	£ 1.752,36
UL	€ 190.000	4%	€ 152.000	£ 1.140,08
SU	€ 130.060	3%	€ 104.048	£ 780,41
UiO	€ 250.225	5%	€ 200.180	£ 1.501,45
UU	€ 260.065	5%	€ 208.052	£ 1.560,49
CEA	€ 164.000	3%	€ 131.200	£ 984,07
RSU	€ 172.750	3%	€ 138.200	£ 1.036,57
UH	€ 243.850	5%	€ 195.080	£ 1.463,20
HEALTHRI	€ 358.750	7%	€ 287.000	£ 2.152,64
RUMC	€ 196.250	4%	€ 157.000	£ 1.177,58
IRFMN	€ 115.000	2%	€ 92.000	£ 690,05
AIBILI	€ 91.500	2%	€ 73.200	£ 549,04
TCD	€ 121.571	2%	€ 97.257	£ 729,48
VHIR	€ 124.560	2%	€ 99.648	£ 747,41
<b>Total</b>	<b>€ 4.999.669</b>		<b>€ 3.999.735</b>	<b>£ 30.000</b>

**MODUS RESEARCH AND INNOVATION LIMITED**

Name of legal representative: [REDACTED]

Signature of legal representative: [REDACTED]

Date: 13.04.23

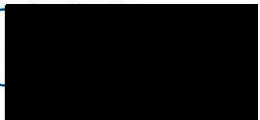


**EATRIS-ERIC**



Name of legal representative:


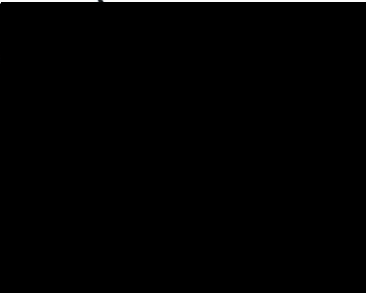


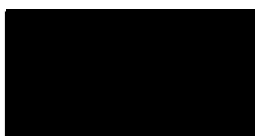
Signature of legal representative:



Date: 21-Apr-2023 | 09:42 CEST

<b>UNIVERSITY OF LJUBLJANA - UNIVERZA V LJUBLJANI (UL)</b>	
Name of legal representative:	
Signature of legal representative:	
Date:	Date: 2023.04.13 14:38:18 +02'00'

<b>ISTITUTO SUPERIORE DI SANITA (ISS)</b> Name of legal representative:  Signature of legal representative: Date: <i>15.11.2023</i>	
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**UNIVERSITY OF OSLO - UNIVERSITETET I OSLO (UiO)**

Name of legal representative:



Signature of legal representative:

Date:

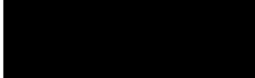
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UNIVERSITY OF SOFIA- SOFIISKI UNIVERSITET SVETI KLIMENT OHRIDSKI (SU)

Name of legal representative:



Signature of legal representative:



Date: 2023.04.05

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Date:

INFARMED-AUTORIDADE NACIONAL DO MEDICAMENTO E PRODUTOS DA SAUDE IP (INFARMED)

Name of legal representative: [REDACTED]

Signature of legal representative:

[REDACTED]

Dados: 2023.04.17 12:48:46 +0100

Date: 17/04/2023



**UNIVERSITY OF HELSINKI - HELSINGIN YLIOPISTO (UH)**

Name of legal representative: [REDACTED]

Signature of legal representative: [REDACTED]

Date: 25.04.2023 13:25:01 (UTC +0300)

Name of Principal Investigator: [REDACTED]

Signature of Principal Investigator: [REDACTED]

Date: 21.04.2023 16:12:28 (UTC +0300)

UPPSALA UNIVERSITET (UU)

Name of legal representative: [REDACTED]

Signature of legal representative: [REDACTED]

Date: 2023-03-30

UNIVERSITY OF EASTERN FINLAND - ITA-SUOMEN YLIOPISTO (UEF)

Name of legal representative: [REDACTED]

Signature of legal representative: \_\_\_\_\_

Date:

[REDACTED]

16.05.2023 17:54:06 (UTC +0300)

[REDACTED]



FUNDACIÓN PARA LA INVESTIGACIÓN BIOMÉDICA DEL HOSPITAL UNIVERSITARIO RAMÓN Y CAJAL (FIBioHRC) as management body of SERVICIO MADRILEÑO DE SALUD (SERMAS)

Name of legal representative:

[REDACTED]

Signature of legal representative:

[REDACTED]

Date: 27/06/2023

Fecha: 2023.06.28  
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UNIVERSITY OF ZAGREB, SCHOOL OF MEDICINE (UZSM)

Name of legal representative: [REDACTED]

Signature of legal representative: [REDACTED]

Date: 4.5.2023.

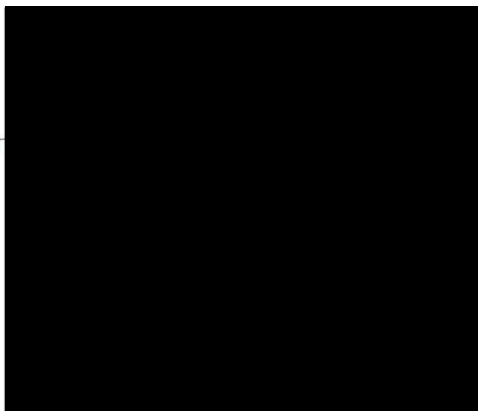
**UNIVERZITA PALACKÉHO V OLOMOUCI (UPOL)**

Name of legal representative: prof. MUDr. Martin PROCHÁZKA, Ph.D. - Rector

Signature of legal representative:

Date:

07 -11- 2023



**LUXEMBOURG INSTITUTE OF HEALTH (LIH)**

Name of legal representative:

Signature of legal representative:

Date: **28 AVR. 2023**

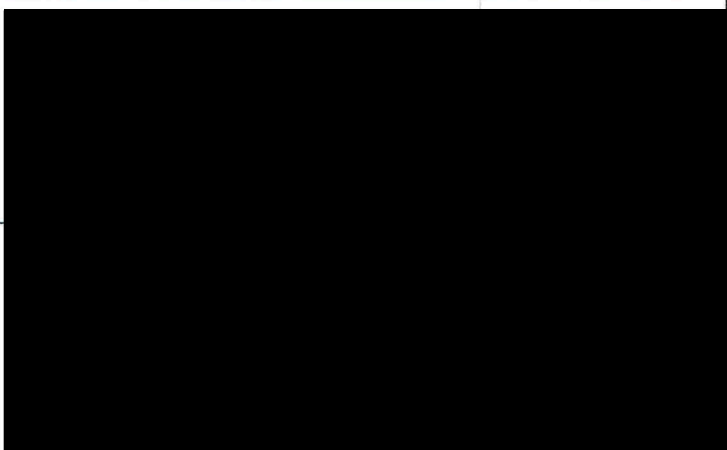


**RIGAS STRADINA UNIVERSITATE (RSU)**

Name of legal representative:

Signature of legal representative:

Date: *11.04.2023.*



**COLLEGE OF THE HOLY AND UNDIVIDED TRINITY OF QUEEN ELIZABETH DUBLIN (TCD)**

Name of legal representative: [REDACTED]

Signature of legal representative: [REDACTED]

Date: 13<sup>th</sup> April 2023



**STICHTING HEALTH-RI (HEALTH-RI)**

Name of legal representative:

Signature of legal representative:

Date: March 30, 2023

ISTITUTO DI RICERCHE FARMACOLOGICHE MARIO NEGRI (IRFMN)

Name of legal representative:

Signature of legal representative:

Date: 31/03/2023

**AIBILI ASSOCIACAO PARA INVESTIGACAO BIOMEDICA E INNOVACAO EM LUZ E IMAGEM (AIBILI)**

Name of legal representative: [REDACTED]

Signature of legal representative: [REDACTED]

Date: March 30, 2023 [REDACTED]

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Name of legal representative: [REDACTED]

Signature of legal representative: [REDACTED]

Date: March 30, 2023 [REDACTED]

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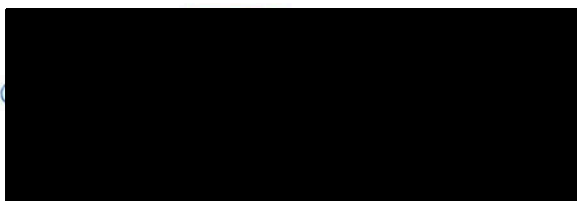


**COMMISSARIAT A L'ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA)**

Name of legal representative:



Signature of legal representative:



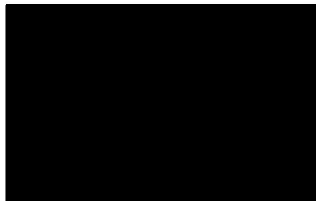
Date: 13 April 2023

**STICHTING RADBOUD UNIVERSITAIR MEDISCH CENTRUM (RUMC)**

Name of legal representative:



Signature of legal representative:



Date: July 25, 2023

**FUNDACIÓ HOSPITAL UNIVERSITARI VALL D'HEBRON - INSTITUT DE RECERCA (VHIR)**

Name of legal representative: [REDACTED]

Signature of legal representative:

Date: 28/03/2023

[REDACTED]

Fecha: 2023.03.29  
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**Ověřovací doložka změny datového formátu dokumentu podle § 69a zákona č. 499/2004 Sb.**

**Doložka číslo:** 1770759

**Původní datový formát:** application/pdf

**UUID původní komponenty:** CES-60157-84492

**Jméno a příjmení osoby, která změnu formátu dokumentu provedla:**

System ERMS (zpracovatel dokumentu JIŘINA BEKÁRKOVÁ)

**Subjekt, který změnu formátu provedl:** Univerzita Palackého v Olomouci

**Datum vyhotovení ověřovací doložky:** 13.12.2023 09:19:48



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