

Consortium Schedule:

MASARKOVA UNIVERZITA	MU	CZ
MEDIZINISCHE UNIVERSITAET WIEN	MUW	AT
UNIVERSITY OF TORINO	UNITO	IT
UNIVERSITÀ MILANO-BICOCCA	UNIMIB	IT
UNIVERSITAETSKLINIKUM HAMBURG-EPPENDORF	UKE	DE
UNIVERSITA DEGLI STUDI DI PADOVA	UNIPD	IT
KLINIKUM RECHTS DER ISAR DER TECHNISCHEN UNIVERSITAT MUNCHEN	TUM-MED	DE

Non-Consortium SB member Schedule:

OPEN SCIENCE -LEBENSWISSENSCHAFTEN IM DIALOG	OPEN SCIENCE	AT
GALSEQ SRL	GALSEQ	IT
BIOLUTION GMBH	BIOL	AT
THT BIOMATERIALS GMBH	THT BIO	AT
GPOH GEMEINNUETZIGE GMBH	GPOH	DE
NAKED SCIENCE LTD	NAKED SCI	UK
PANGAEA DATA	PANGAEA DATA	UK
MLL MUNCHEN LEUKAMIELABOR GMBH	MLL	DE
CBmed GMBH	CBmed	AT
MILTENYI BIOTEC BV & CO KG	MILTENYI BIO	DE
THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE	UCAM	UK
EUROPEAN HEMATOLOGY ASSOCIATION	EHA	NL

Attachment 6: Commitment of the Associated Partner

Commitment of the Associated Partner: **BIOLUTION GMBH**

Masarykova univerzita ("MU") and the organisations shown in the attached schedule (hereinafter referred to as "Consortium") are participating in the Marie Skłodowska-Curie Action: Doctoral Training Network entitled "Future of ALCL: Novel Therapies, Origins, Bio-Markers and Mechanism of resistance "FANTOM" (hereinafter referred to as "Project"), which is being funded by the European Union under its Horizon Europe Programme. Hence, this agreement is between:

1. **Masarykova univerzita**, having its registered office or based in Zerotinovo namesti 9, 601 77 Brno, Czech Republic, acting on behalf of the FANTOM Consortium.

And

2. **BIOLUTION GmbH**, having its registered office or based in HELMUT-QUALTINGER-GASSE 2/2, 1030, WIEN (AT) hereinafter referred to as BIOL.

General provisions:

BIOL hereby agrees to:

1. Contribute to the FANTOM Project by fulfilling the tasks listed in Annex I to the Grant Agreement, Appendix B.
2. Contribute to the FANTOM Project by abiding decisions made by the Supervisory Board.
3. Make best efforts to promptly conclude a detailed Secondment agreement with the relevant Party.

BIOL further agrees to comply with the provisions of the Grant Agreement including its annexes, with which MU will provide BIOL the opportunity to get acquainted, in particular to the following articles of the Grant Agreement and related regulations of Annex 5:

1. Proper implementation of the action (Article 11)
2. Conflicts of interest (Article 12)
3. Confidentiality and security (Article 13)
4. Ethics and values (Article 14)
5. Visibility (Article 17.2)
6. Specific rules for carrying out the action (Article 18)
7. Information obligations (Article 19)
8. Record-keeping (Article 20)

BIOL collaborates with the MU and the beneficiaries regarding their exploitation, dissemination and open science obligations and commits to contribute to the technical and continuous reporting during and after the implementation of the Project.

Furthermore, BIOL hereby explicitly agrees 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 BIOL. The parties hereby warrant that "Staff effort per participant Grant preparation (Work packages – Effort screen)" page 11 of "Description of Action" of grant agreement is not binding or applicable to MSCA – DN call.

In case of being declared a Defaulting Party, BIOL shall, within the limits specified in section 5.2 of Fantom Consortium Agreement, bear any reasonable and justifiable costs occurring to the MU and the other Project Partners for performing BIOL tasks and the costs for additional efforts necessary to implement the Project. In case of **BIOL**'s early termination for whatever reason, MU and consortium are solely responsible for a proper replacement by using the budget, which had been reserved for **BIOL** to fulfil the project task.

Moreover, BIOL is obliged to indemnify the other Project Partners for any claim of the Granting Authority against them, caused by this BIOL's actions or omissions during Grant Agreement preparation and Project implementation. BIOL is only liable for their own expenses for a proven damage caused in this respect.

Should BIOL 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 Fantom Consortium Agreement or Grant Agreement.

Provisions related to the participation to the FANTOM Supervisory Board:

The Consortium welcomes BIOL as part of the Supervisory Board ("SB"). Participation in the SB will involve the representative of BIOL receiving, and/or participating in Project discussions/presentations/correspondence concerning confidential information, including, but not limited to, information produced and/or acquired by the Consortium members either as part of the Project ("Results") or before the Project ("Background").

The following will apply with respect to the participation of BIOL in the Supervisory Board:

BIOL agrees to be bound by decisions of the Supervisory Board.

BIOL understands and agrees that only Parties to the Consortium Agreement shall have voting rights in the Supervisory Board, BIOL shall not have voting rights.

BIOL understands and agrees that the Coordinator of the project may reserve time on the agenda of Supervisory Board meetings to discuss with the members with voting rights only on certain issues. In that case BIOL will not be present and shall respect and honor such request of the Coordinator. Minutes of the meetings however shall be shared to all members.

BIOL understands that if a decision of the Supervisory Board of the consortium affects severely and negatively its own work, time for performance, costs, liabilities, or other legitimate interests regarding the training programme of the Project, BIOL may request the Supervisory Board to reconsider such decision on the basis of a concrete proposal to the Supervisory Board (Article 6 of Appendix A). In the event that an agreement cannot be reached, BIOL has the right to early terminate the partnership without any legal and financial obligations.

For the avoidance of doubt, BIOL may not exercise any veto rights with respect to decisions of the Supervisory Board.

The BIOL acknowledges that it is excluded from voting on and vetoing the following decisions of the Supervisory Board 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

As the Consortium members have pre-existing obligations with respect to the confidentiality of such Results, Background and confidential information, BIOL will be required to keep confidential, as indicated below, any Results, Background or other confidential information that may be disclosed to BIOL as a participant in the SB. In addition, confidential information may be disclosed to BIOL by participants of the SB who are not members of the Consortium. In this agreement, any information disclosed to BIOL in whatever form or mode of transmission, relating to Results and/or Background and/or any information disclosed to BIOL by any party which has been identified as confidential at the time of disclosure, shall be collectively referred to as "Confidential Information" and the party owning or holding rights to such Confidential Information, who shall be entitled to enforce the obligations contained herein, shall be referred to as the "Discloser". To avoid doubt, the Consortium has approved the use of this agreement.

The functions and procedures of the SB are listed in articles 6.1, 6.2, 6.3 of the Fantom Consortium Agreement, Appendix A.

By signing below, BIOL agrees to the following:

- (a) BIOL commits itself to carry out its work as per Section 4 of Appendix B – Annex I to the Grant Agreement
- 1. to take all reasonable steps to ensure that all Confidential Information disclosed to BIOL as a member of the SB remains confidential during the Project and for a period of four (4) years after the end date of the Project;
- (b) not to become involved in any commercial, manufacturing, scientific, literary or any other exploitation of the Confidential Information, whether alone or in conjunction with another party (by license or otherwise), or use Confidential Information otherwise than for undertaking BIOL's duties as a member of the SB without the written consent of the Discloser;
- (c) not to disclose the Confidential Information either directly or indirectly to any third party without the written consent of the Discloser.
- (d) to return to the Discloser on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine-readable form.
- (e) BIOL will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with FANTOM Project. BIOL will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence BIOL will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

In addition, BIOL agrees that the above obligations of confidentiality and non-use shall not apply in the following circumstances:

- (i) when any such Confidential Information is public knowledge through previous publication, or when following disclosure to BIOL as a member of the SB, becomes general or public knowledge either through no fault of BIOL or following further written agreement between BIOL and the Discloser;
- (ii) when any such Confidential Information can be shown by BIOL to have been in BIOL's possession prior to disclosure under this agreement, except when such Confidential Information was supplied by the staff, students or agents of the Discloser;
- (iii) when any such Confidential Information is received by BIOL from a third party that BIOL reasonably believe has no similar obligation of confidentiality to the Discloser;
- (iv) when BIOL can reasonably demonstrate that any such information has been previously developed by BIOL without reference to, or without prior benefit of, the Confidential Information or was required to be disclosed in order to comply with applicable laws or statutory regulations or with a court or administrative order.

In accordance with Sec 4.1 of the Consortium Agreement, Appendix A, this Agreement shall be governed and construed in accordance with Belgian law and the Belgian courts shall have exclusive jurisdiction over it.

Any ancillary agreements, amendments or additions hereto shall be made in writing.

In consideration of the invitation to participate in the SB, BIOL accepts the conditions set out within this agreement.

Name of BIOL Authorised signatory

[Redacted]

(Block Capitals)

Signed

[Redacted signature block]

(by BIOL Authorised signatory)

At the time of the signature, BIOL [Redacted] employee(s) as its representatives in the SB.
For the avoidance of doubt, BIOL [Redacted] and may not exercise any veto rights.

Name of SB member(s)' representative(s)

[Redacted]

(Block Capitals)

Normal Work Address of SB member(s)' representative(s)

[Redacted]

Signed

[Redacted signature]

Date 29.11.2023

(by SB member(s)' representative(s))

Name of authorised member of MU's Staff acting on behalf of the Consortium

Signed

[Redacted signature]

26-02-2024

Date

[Redacted]