

Consortium Agreement



JA-PreventNCD

November 30, 2023

(Based on DESCA – Model Consortium Agreement for Horizon Europe, version 1.1, November 2022)

Table of Contents

1	Definitions	10
2	Purpose	13
3	Entry into force, duration and termination	13
4	Responsibilities of Parties.....	14
5	Liability towards each other	16
6	Governance structure	17
7	Financial provisions	26
8	Results.....	28
9	Access Rights	30
10	Non-disclosure of information	36
11	Miscellaneous	38
12	Signatures	41
	Attachment 1: Background included.....	68
	Attachment 2: Accession document	107
	Attachment 3: List of third parties for simplified transfer according to Section 8.3.2.....	108
	Attachment 4: Identified entities under the same control according to Section 9.5	109
	Attachment 5: Non-Disclosure Agreement	110
	Attachment 6: Regulation on Results and Background	116

Change Records

Version	Date	Changes
1	30 November 2023	

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) 2021/522 of the European Parliament and of the Council of 24 March 2021 establishing a Programme for the Union's action in the field of health ('EU4Health Programme') for the period 2021-2027, and on the European Commission's General Model Grant Agreement and its Annexes, and is made on January 1, 2024 (hereinafter referred to as the "**Effective Date**").

BETWEEN:

1. Helsedirektoratet, an executive agency and professional authority under the Ministry of Health and Care Services, with its registered office at Vitaminveien 4, 0483 Oslo, Norway (Beneficiary).
Also hereinafter referred to as the "Coordinator"
 1. Folkehelseinstituttet, a government agency under the Ministry of Health and Care Services, with its registered office at Sandakerveien 24C, 0473 Oslo, Norway (Affiliated Entity)
 2. Kristiansand kommune, the municipality of Kristiansand, with its registered office in Postboks 4, 4685 Nodeland, Norway (Affiliated Entity)
 3. Agder Fylkeskommune, the municipality of Agder, with its registered office in Postboks 788, Stoa, 4809 Arendal, Norway (Affiliated Entity)
 4. Oslo Universitetssykehus HF (OUS)/ the Cancer Registry of Norway, with its registered office at Kirkeveien 166, Tårnbygget, 0450 Oslo, Norway (Affiliated Entity) – As of 1.1.24, the Cancer Registry of Norway, a sub-entity of OUS, will be transferred to Folkehelseinstituttet (Party 1.1). Due to the Cancer Registry of Norway being the participating entity from OUS, the transfer will mean that the funds, tasks and obligations assigned the Cancer Registry of Norway under the Project, will be integrated with those of Folkehelseinstituttet. Thus, OUS will not be Party to the Consortium Agreement, and is listed here for information purposes only.
2. Austrian National Public Health Institute, public organisation, with its registered office at Stubenring 6, 1010 Vienna, Austria (Beneficiary)
 1. Austrian Agency for Health and Food Safety, public agency with its registered office at Spargelfeldstraße 191, 1220 Vienna (Affiliated Entity)

3. Sciensano, a public institution with its registered office at Rue Juliette Wytsman 14, 1050 Elsene, Belgium (Beneficiary)
 1. Walloon Agency for Health, Social Protection, Disability and Families, known as the Agency for the Quality of Life (AVIQ), a regional (Wallonia) public agency with its registered office at rue de la Rivelaïne, 21, 6061 Charleroi, Belgium (Affiliated Entity)
 2. Universiteit Gent - Ghent University, public institution with legal personality, having its administrative offices in Belgium, 9000 Gent, Sint-Pietersnieuwstraat 25, company registration number 0248.015.142, for whom prof. dr. Rik Van de Walle, rector, acts by delegation pursuant to the Board of Governors' decision, acting on behalf of Ghent University and on behalf of its unincorporated division University Hospital Ghent, with main office in 9000 Ghent Corneel Heymanslaan 10 (VAT number: BE0232.987.862), with regard to this agreement duly represented by Prof. dr. E. Mortier, executive director, who entrusts the execution of the present Agreement to dr. Robin de Putter, Department of Clinical Genetics.
 3. Belgian Cancer Registry (BCR), the cancer registry for Belgium with its registered office at Koningsstraat 215 bus 7, 1210 Brussels (Affiliated Entity)
 4. Katholieke Universiteit Leuven, the university of Leuven with its registered office at Oude Markt 13, 3000 Leuven, Belgium (Affiliated Entity)
 5. Federal Public Service (FPS), Health, Food Chain Safety and Environment, a federal public service with its registered office at Galillee Avenue 5/2, 1210 Brussels, Belgium (Affiliated Entity)
 6. Institut Jules Bordet, with its registered office at Rue Meylemeersch 90, 1070 Anderlecht, Belgium (Affiliated Entity)
4. National Center of Public Health and analysis, public body with its registered office at Acad. Ivan Evstr. Geshov 15, 1431 Sofia, Bulgaria (Beneficiary)
5. Croatian Institute of Public Health, public body with its registered office at Rockefellerova 7, 10 000 Zagreb, Croatia (Beneficiary)
6. National Institute of Public Health, public body in Czech Republic with its registered office at Srobarova 48/49, Prague, Czech Republic (Beneficiary)
 1. MASARYK MEMORIAL CANCER INSTITUTE, cancer institute with its registered office at "Žlutý kopec 7, 656 53 Brno, Czech Republic (Affiliated Entity)
7. Region of Southern Denmark, National representative for southern Denmark with its registered office at Damhaven 12, 7100 Vejle, Denmark (Beneficiary)
 1. Vejle kommune, the municipality of Vejle with its registered office at Vestre Engvej 51A, 2 7100 Vejle, Denmark (Affiliated entity)
 2. Kolding kommune, the municipality of Kolding with its registered office at Kolding Municipality, Akseltorv 1, DK - 6000 Kolding, Denmark (Affiliated Entity)

3. Københavns kommune, the municipality of København with its registered office at Gyldenløvesgade 15, Dalerupsgadefløjen 6. sal, 1600 København V, Denmark (Affiliated Entity)
4. Fødevarestyrelsen, the Danish Veterinary and Food Administration with its registered office at Stationsparken 31-33, 2600 Glostrup, Denmark (Affiliated Entity)
8. The national Institute for Health Development, public body with its registered office at Hiiu 42, 11619 Tallinn, Estonia (Beneficiary)
 1. University of Tartu with its registered office at Ülikooli 18, 50090 Tartu, Estonia (Affiliated Entity)
9. Finnish institute for Health and Welfare, public body with its registered office at Mannerheimintie 166, 00300 Helsinki, Finland (Beneficiary)
 1. Cancer society of Finland, public body with its registered office at Unioninkatu 22, 00130 Helsinki, Finland (Affiliated Entity)
 2. Filhary (Finnish Lung Health Association) with its registered office at Sibeliuksenkatu 11 A 1, 00250 Helsinki, Finland (Affiliated Entity)
 3. Natural resources Institute Finland, a research organisation with its registered office at Latokartanonkaari 9, 00790 Helsinki, Finland (Affiliated Entity)
 4. UKK Institute, a private research organisation with its registered office at Kaupinpuistonkatu 1, 33500 Tampere, Finland (Affiliated Entity)
10. French Ministry of Health and Prevention, public body with its registered office at 14 avenue Duquesne, 75007, Paris, France (Beneficiary)
 1. Centre Hospitalier Universitaire de Montpellier, university hospital with its registered office at Avenue Du Doyen Gaston Giraud 191, 34000 Montpellier, France (Affiliated Entity)
 2. Agence Nationale de Sécurité Sanitaire de l'Alimentation, de l'Environnement et du Travail, national agency with its registered office at 14 rue Pierre et Marie Curie - 94700 Maisons-Alfort, France (Affiliated Entity)
 3. Centre Hospitalier Universitaire de Toulouse, hospital with its registered office at Hôtel-Dieu Saint Jacques ; 2, rue Viguerie 31059 Toulouse Cedex 09, France (Affiliated Entity)
 4. French national cancer institute, with its registered office at 52 avenue Morizet, 92100 Boulogne-Billancourt, France (Affiliated Entity)
 5. French Network of Healthy Cities, national network of 104 cities with its registered office at Réseau français des Villes-Santé de l'OMS, EHESP bâtiment Max WEBER, 2 Rue Henri Le Guilloux, 35033 Rennes Cedex 9, France (Affiliated Entity)
 6. Santé Publique France, public body with its registered office at 12 Rue de Val D'Osne, 94415 Saint Maurice, France (Affiliated Entity)

7. Institut national de la santé et de la recherche médicale, national institute with its registered office at 101 rue de Tolbiac, 75654 Paris Cedex 13, France (Affiliated Entity)
 8. Institut national de recherche pour l'agriculture l'alimentation et l'environnement (INRAE), national institute with its registered office at 147 rue de l'Université 75338 Paris Cedex 07, France (Affiliated Entity)
 9. UNICANCER, a health cooperative group with its registered office at 101 Rue de Tolbiac, 75013 Paris, France (Affiliated Entity)
 10. Ecole des Hautes Etudes en Santé Publique, a research institution with its registered office at 15 avenue du Professeur Léon Bernard, 35043 Rennes, France (Affiliated Entity)
 11. Fondation Nationale des Sciences Politiques (Sciences Po), with its registered office at 27, rue Saint Guillaume - 75337 Paris Cedex 07, France (Affiliated Entity)
 12. CHU de la Martinique, a university hospital with its registered office at 97261 Fort-de-France Cedex, Martinique (Affiliated Entity)
 13. Ministère de l'Agriculture et de la Souveraineté alimentaire, Direction générale de l'alimentation, Ministry of agriculture, Directorate general for food with its registered office at 251 rue de Vaugirard, 75015 Paris, France (Affiliated Entity)
 14. Health data hub, a public structure with its office at 9 Rue Georges Pitard, 75015 Paris, France (Affiliated Entity)
11. Federal Centre for Health Education (BZgA), with its registered office at Maarweg 149-161, 50825 Köln, Germany (Beneficiary)
 1. Robert Koch Institute, a research institute with its registered office at Nordufer 20, 13353 Berlin, Germany (Affiliated Entity)
 2. Max Rubner-Institut Federal Research Institute of Nutrition and Food, with its registered office at Haid-und-Neu-Str.9, 76131 Karlsruhe, Germany (Affiliated Entity)
 3. Leibniz Institute for Prevention Research and Epidemiology – BIPS, with its registered office at Achterstraße 30, 28359 Bremen, Germany (Affiliated Entity)
 4. Hannover medical school with its registered office at Carl-Neuberg-Straße 1, 30625 Hannover, Germany (Affiliated Entity)
 12. Greek Ministry of Health, with its registered office at 17 Aristotelous str., Athens 10433, Greece (Beneficiary)
 1. IDIKA SA, the Department of Electronic prescription & department general secretariat of Social Security under the Ministry of Health, with its registered office at 10 Lykourgou str., Athens 10551, Greece (Affiliated Entity)
 2. Institutou Ygeias Tou Paidiou, Institute of Child Health with its registered office at Thivon and Papadiamantopoulou str, Athens 11527, Greece (Affiliated Entity)

3. DENTAL SOCIETY OF PIRAEUS, with its registered office at 71 Notara str., Piraeus 18535, Greece (Affiliated Entity)
 4. CHAROKOPEIO PANEPISTIMIO, Harokopio University of Athens (HUA) with its registered office at 70 El Venizelou Ave, 17671 Kallithea Athens, Greece (Affiliated Entity)
 5. University of West Attica, with its registered office at Petrou Ralli kai Thivon, 12244 Aigaleo, Attiki, Greece (Affiliated Entity)
 6. National and Kapodistrian University of Athens (or N.K.U.A.), with its registered office at 6 Christou Lada str., 105 61 Athens, Greece (Affiliated Entity)
13. National Center for Public Health and Pharmacy of Hungary with its registered office at Albert Flórián u. 2-6 1097 Budapest, Hungary (Beneficiary)
14. The Directorate of Health for Iceland, public body with its registered office at Katrínartún 2, 105 Reykjavík, Iceland (Beneficiary)
1. Development Centre for Primary Healthcare in Iceland, with its registered office at Álfabakka 16, 109 Reykjavík, Iceland (Affiliated Entity)
 2. National University Hospital of Iceland with its registered office at Skaftahlíð 24, 105 Reykjavík, Iceland (Affiliated Entity)
 3. The Prime Minister's Office, the department of Policy and Coordination, with its registered office at Stjórnarráðshúsinu við Lækjartorg, 101 Reykjavík, Iceland (Affiliated Entity)
15. The Health Service Executive ("HSE") represented by the HSE's National Cancer Control Programme of Ireland, with its registered office at Limetree avenue, 2nd floor Oak House, NAAS, Ireland (Beneficiary)
1. University College Cork with its registered office at Western Road, T12 YN60, Cork Ireland (Affiliated Entity)
 2. The Food Safety Authority of Ireland with its registered office at Lower Abbey Street, Abbey Court 1, Dublin, Ireland (Affiliated Entity)
16. Istituto Superiore di Sanità, the national institute of health, with its registered office at Viale Regina Elena 299, 00161 Roma, Italy (Beneficiary)
1. Ministero della Salute, with its registered office at Via Giorgio Ribotta 5, 00144 Roma, Italy (Affiliated Entity)
 2. Università Cattolica del Sacro Cuore, with its registered office at Largo Gemelli 1, 20123 Milano, Italy (Affiliated Entity)
 3. Istituto per lo studio, la prevenzione e la rete oncologica, with its registered office at Via Cosimo il Vecchio 2, 50139 Firenze, Italy (Affiliated Entity)

4. Marche region, with its registered office at Via Gentile da Fabriano 9, 60125 Ancona, Italy (Affiliated Entity)
5. Calabria regione, with its registered office at Viale Europa loc. Germaneto Cittadella Reg, 88100 Catanzaro, Italy (Affiliated Entity)
6. Università degli Studi di Roma "La Sapienza", with its registered office at Piazzale Aldo Moro 5, 00185 Rome, Italy (Affiliated Entity)
7. Centro di Riferimento Oncologico di Aviano, with its registered office at Via Franco Gallini, 2, 33081 Aviano, Italy (Affiliated Entity)
8. Azienda Zero, with its registered office at Passaggio Luigi Gaudenzio 1, 35131 Padova, Italy (Affiliated Entity)
9. Università degli Studi di Torino, with its registered office at Via Giuseppe Verdi 8, 10124 Torino, Italy (Affiliated Entity)
10. Azienda Ospedaliera Città della Salute e della Scienza di Torino, with its registered office at Via Corso Bramante 88 – 90, 10126 Torino, Italy (Affiliated Entity)
11. Azienda Sanitaria Locale Roma 2, with its registered office at Via M Brighenti 23 Edificio B, 00159 Roma, Italy (Affiliated Entity)
12. Fondazione IRCCS Istituto Nazionale dei Tumori, with its registered office at Via Venezian 1, 20133 Milano, Italy (Affiliated Entity)
13. Istituto Nazionale di Riposo e Cura per Anziani INRCA, with its registered office at Via –Santa Margherita 5, 60124 Ancona, Italy (Affiliated Entity)
17. Lietuvos Respublikos sveikatos apsaugos ministerija, the Ministry of Health of the Republic of Lithuania, with its registered office at Vilniaus str. 33, 01402, Vilnius, Lithuania (Beneficiary)
 1. Vilniaus universiteto ligoninė Santaros klinikos, Vilnius university hospital Santaros klinikos, with its registered office at Santariskiu str. 2, 08661, Vilnius, Lithuania (Affiliated Entity)
 2. Lietuvos Sveikatos mokslų universiteto ligoninė Kauno klinikos - Hospital of Lithuanian University of Health Sciences Kauno klinikos with its registered office at Eiveniu str. 2, 50161, Kaunas, Lithuania (Affiliated Entity)
18. Ministry of Health, St Luke's Hospital of Malta, with its registered office at Office of the SPH, St Luke's Hospital, OPD (Level 1), St. Luke's Square Pieta, Malta (Beneficiary)
19. Medical University of Silesia, with its registered office at Poniatowskiego 15, 40-055 Katowice, Poland (Beneficiary)
 1. City of Rybnik, with its registered office at Bolesława Chrobrego 2, 44-200 Rybnik, Poland (Affiliated Entity)
 2. City of Zabrze, with its registered office at Wolności 286, 41-800 Zabrze, Poland (Affiliated Entity)

20. Ministry of Health, Portugal, with its registered office at Alameda D. Afonso Henriques, 45, 1049-005 Lisboa, Portugal (Beneficiary)
 1. Institute of Public Health of University of Porto with its registered office at Rua das Taipas 135, 4050-600 Porto, Portugal (Affiliated Entity)
 2. University of Porto with its registered office at Praca Gomes Teixeira po box: 000 4099-002 , Porto, Portugal (Affiliated Entity)
21. Romanian National institute of public health with its registered office at Str Dr Leonte 1-3 SECTOR 5, 050463 BUCURESTI, Romania (Beneficiary)
22. Slovenian National institute of Public Health with its registered office at Trubarjeva cesta 2, 1000 Ljubljana, Slovenia (Beneficiary)
 1. University of Ljubljana with its registered office at Kongresni trg 12, 1000 Ljubljana, Slovenia (Affiliated Entity)
23. Public health agency of Sweden with its registered office at Folkhälsomyndigheten 171 82 Solna, Sweden (Beneficiary)
 1. Confederation of Regional Cancer Centre with its registered office at Sveriges Kommuner och Regioner, Hornsgatan 20, 118 82 Stockholm, Sweden (Affiliated Entity)
24. FISABIO, Foundation for the Promotion of Health and Biomedical Research of Valencia Region with its registered office at Avd. Catalunya 21, 46020 Valencia, Spain (Beneficiary)
 1. Fundacion Instituto de Investigación Marqués de Valdecilla, foundation with its registered office at Avda Cardenal Herrera Oria s/n 39011 Santander, Spain (Affiliated Entity)
 2. Institut Català d'Oncologia, Catalan Institute of Oncology with its registered office at Granvia de l'Hospitalet, 199-203, 08908 l'Hospitalet de Llobregat, Spain (Affiliated Entity)
 3. Agencia Española de Seguridad Alimentaria y Nutrición, public agency with its registered office at C. de Alcalá, 56, 28014 Madrid, Spain (Affiliated Entity)
25. Public Health Center of Ministry of Health of Ukraine, (Public Health Center of the MOH of Ukraine), with its registered office at Yaroslavska St, 41, Kyiv, 04071, Ukraine (Beneficiary)

hereinafter, jointly or individually, referred to as "**Parties**" or "**Party**"

relating to the Action entitled

Cancer and other NCDs prevention – action on health determinants

in short

JA-PreventNCD

hereinafter also referred to as “**Project**”, “**Joint Action**” or “**JA**”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority as part of EU4Health. The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement number 101128023 concerning the JA-PreventNCD to be (i) signed by the Beneficiaries and the European Health and Digital Executive Agency (HaDEA), acting under powers delegated by the European Commission (“EC”) (hereinafter the “**Grant Agreement**”) and (ii) made binding, to the extent relevant, on the Affiliated Entities and Associated Partners.

The Parties wish to collaborate on the Project on the terms and conditions set out in this Consortium Agreement and the Grant Agreement.

The Parties are aware that this Consortium Agreement is based upon EU4Health Programme (EU4Health) and more specifically the CALL EU4H-2022-JA-02 – Direct grants to Member States’ authorities: Cancer and other NCDs prevention – action on health determinants.

The Parties are aware that this Consortium Agreement is based upon and complements the Grant Agreement.

The Parties are aware that this Consortium Agreement is based upon the [DESCA model consortium agreement](#).

The Parties are aware that the Beneficiaries must ensure that their obligations, and any specific regulation for Affiliated Entities, under the Grant Agreement, also apply to their Affiliated Entities. With particular reference to Article 8 of the Grant Agreement, this is for each Beneficiary to ensure as appropriate under their national law. Furthermore, once it is signed, it is the responsibility of each Beneficiary to ensure that their Affiliated Entity(ies) receive(s) a copy of the Grant Agreement, including its Annexes.

The Parties are aware that the Beneficiaries must ensure that certain obligations under the Grant Agreement also apply to the Associated Partners. With particular reference to Article 9 of the Grant Agreement, this is for the Parties collectively to ensure.

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 Regulation (EU) 2021/522 or in Regulation (EU) 2021/695 or in the Grant Agreement including its Annexes.

1.2 Select definitions in the Grant Agreement and additional Definitions

"Affiliated Entity"

As defined in the Grant Agreement Article 2 "Affiliated entities".

"Associated Partner"

As defined in the Grant Agreement Article 2 "Associated partners".

"Background"

As defined in the Grant Agreement Article 16.1 "Background".

"Beneficiary"

As defined in the Grant Agreement Article 2 "Beneficiaries".

"Consortium Body"

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

"Project Plan"

Project 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.

"Defaulting Party"

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

"Exploitation"

Exploitation means the use of results in further research activities other than those covered by the Joint Action concerned, or in developing, creating and marketing a product or process, or in creating and providing a service, or standardisation activities.

"Fair and reasonable conditions"

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

"Granting Authority"

means the body awarding the grant for the Project.

"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, such that completion of associated tasks under the Project Plan would not be reasonably possible within the anticipated duration of the Project, or require significant additional financial or human resources not foreseen in the Project Plan.

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.

"Results"

As defined in the Grant Agreement Article 16.2 "Results".

"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.

"Work Packages"

As defined in Annex 1 to the Grant Agreement "Work Packages".

"Work Package Leader"

The Work Package Leader is responsible for monitoring the progress of the Work Package, ensuring that the Work Package fulfils the objectives listed as milestones and deliverables, and alerting the Coordinator in case of delay or default in the performance of the Work Package.

The Work Package Leader is also responsible for ensuring that the Work Package is carried out in accordance with the Project Plan, completed on time, and in line with the required quality standards.

Tasks that a Work Package Leader should carry out include (not exhaustive):

- Developing a detailed work plan for the Work Package, including a list of tasks, milestones, and deliverables.
- Assigning/ Reassigning tasks to team members and ensuring quality throughout the entirety of the JA
- Monitoring and reporting to the Coordinator, to the Executive Board, and to the Evaluation Work Package Leader (WP3) on the Work Package progress

Operational involvement and management of Task leaders.

"Work Package Co-Leader"

The Work Package Co-Leader supports the Work Package Leader in their tasks and may act as Work Package Leader when necessary.

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. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

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

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

If

- the Grant Agreement is not signed by the 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.

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. The Coordinator undertakes to promptly forward such notification to the Granting Authority.

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.

Each Party shall secure all necessary approvals from the relevant ethics committees before undertaking any part of the Project requiring ethics committee approval and shall obtain properly signed informed consent where required by law.

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 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 other Participants) in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. 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* ("GDPR") and relevant national data protection

law applicable to said Party) 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.

The Parties' specific responsibilities regarding data protection include that:

- They shall comply with all requirements of applicable privacy legislation with regard to the processing of personal data in relation to this Consortium Agreement, including the obligation to carry out risk assessments and to enter into data processing agreements with its data processor and joint controller agreements with joint controllers. In the event of any conflict, related to data protection issues, between such data processing, data sharing and/or joint controller agreement and this Consortium Agreement, the agreement regulating data protection shall prevail.
- They in accordance with Article 32 GDPR shall take satisfactory technical, physical, and organizational safeguards to protect personal data comprised by this Agreement from unauthorized use, or access, alteration, deletion, damage, loss or inaccessibility.
- If they discover errors or signs of errors in connection with the processing of personal data under this Consortium Agreement, the Party that discovers the error shall immediately inform the other Party, and take reasonable remedial action to remedy the error(s).
- They have a sufficient legal basis for its respective processing of personal data, in accordance with Articles 6 and 9 GDPR.
- They will comply with the principle of data minimisation and only process personal data when it is adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.
- Transfer of personal data to third countries outside the European Economic Area shall always take place in compliance with chapter V of the GDPR. If transfers to third countries are needed, they shall not take place without appropriate measures and safeguards, and they will be subject to written approval from the Party which has granted the right to use the personal data. Transfers of personal data to Ukraine may be based on the derogation in Article 49(1)(d) GDPR – "the transfer is necessary for important reasons of public interest" (as borne out inter alia by Articles 3 and 4 of the EU4Health Regulation 2021/522). If a Party transfers personal data to Ukraine based on Article 49(1)(d) GDPR, the Party shall ensure that the transfer is limited to what is strictly necessary, and pursuant to a level of protection of the personal data that is essentially equivalent to the protection in the European Economic Area. It is not an obligation to use Article 49(1)(d) as a basis for transfers to Ukraine, and other transfer instruments can be used if a Party find this to be more suitable.
- When agreed upon separately between the Parties, indemnification for harm resulting from breaches of an agreement regarding processing of personal data can include compensation in kind, such as a letter to the editor or corrections in scientific journals or other relevant media.

4.5 Associated Partners

Associated Partners may implement action tasks. However, costs incurred by Associated Partners can not be declared as eligible costs.

An agreement will be executed by the Coordinator on behalf of the Parties with each Associated Partner prior to the Associated Partner's participation in the Project. The Coordinator will draft, and if necessary negotiate, this agreement on behalf of the Parties. The Parties will, when the draft is finalised, take a vote in the General Assembly, in accordance with Section 6.2.2.8. If the vote does not carry, the Parties that rejected the agreement will convey their concerns to the Coordinator, who will endeavour to resolve the matter which occasioned the rejections to the general satisfaction of the Parties, before taking a new vote in the General Assembly, in accordance with Section 6.2.2.8. This procedure will be repeated until the vote carries and the draft is agreed amongst the Parties and each Associated Partner.

The Coordinator, or a Beneficiary in cooperation with the Coordinator, shall ensure that each Associated Partner implements their actions tasks in accordance with the Grant Agreement.

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, except in case of breach of confidentiality.

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.

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 or 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 (as defined in Article 35 of the Grant Agreement).

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 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the General Assembly.

6 Governance structure

6.1 General structure

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

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

The **Executive Committee** as the supervisory body for the execution of the Project, which shall report to and be accountable to the General Assembly. The Committee shall furthermore facilitate and coordinate the scientific work of the Work Packages.

The **Coordinator** as the legal entity acting as the intermediary between the Beneficiaries 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. The Coordinator's role is extensive, extending across the Project, including, inter alia, handling the funds from the Granting Authority and assisting the Executive Committee.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is appointed to take part in a Consortium Body shall designate one representative (hereinafter referred to as "Member").

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.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon request of the Executive Committee or 1/3 of the Members of the General Assembly
Executive Committee	Monthly (apart from July and August)	At any time upon request of any Member of the Executive Committee

6.2.2.2 Notice of a meeting

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

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

6.2.2.3 Sending the agenda

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

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Executive Committee	7 calendar days, 3 calendar days for an extraordinary meeting

6.2.2.4 Adding agenda items:

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

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

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
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Executive Committee	2 calendar days, 1 calendar day for an extraordinary meeting
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6.2.2.5

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

6.2.2.6

Meetings of each Consortium Body may also be held by tele- or videoconference, or other telecommunication means.

The Parties will endeavour to hold two in-person meetings in the Executive Committee annually.

6.2.2.7

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.2.5.2.

6.2.2.8

Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the General Assembly a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by 51 % of all Parties.

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

A veto according to Section 6.2.4 may be submitted up to 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.

6.2.3 Voting rules and quorum

6.2.3.1

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

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

6.2.3.2

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

6.2.3.3

A Party which the General Assembly has declared according to Section 4.2 to be a Defaulting Party may not vote.

6.2.3.4

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

6.2.4 Veto rights

6.2.4.1

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 a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.2.4.2

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

6.2.4.3

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 15 calendar days after receipt of the draft minutes of the meeting.

A Party that is not appointed to participate to a particular Consortium Body may veto a decision within the same number of calendar days after receipt of the accepted minutes of the meeting.

6.2.4.4

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

6.2.4.5

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

6.2.4.6

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.

6.2.4.7

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

6.2.5 Minutes of meetings

6.2.5.1

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

6.2.5.2

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

6.2.5.3

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

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

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

6.3.1.1 Members

6.3.1.1.1

The General Assembly (Section 6.1) shall consist of one representative of each Party (hereinafter General Assembly Member).

6.3.1.1.2

Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2 of this Consortium Agreement.

6.3.1.1.3

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

6.3.1.1.4

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 Section 6.2.4.1, or from submitting a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.1.5

Each member of the General Assembly may be assisted, if necessary, by any person whose presence is deemed necessary with regard to the agenda. The participation of this person must be the subject of prior information to the other Parties. The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each guest where they do not belong to the staff of one of the Parties. The non-disclosure agreement shall include a non-conflict of interest clause. The non-disclosure agreement must be executed prior to the guest participating in the General Assembly.

6.3.1.2 Decisions

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

In addition, all proposals made by the Executive Committee shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the Project Plan
- Modifications or withdrawal of 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 according to Section 9.5)

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
- 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

Breach, defaulting party status and litigation

- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Steps to be taken for litigation purposes and the coverage of litigation costs in case of joint claims of the Parties of the consortium against a Party (Section 7.1.4)

Appointments

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

- Executive Committee Members
- External Expert Advisory Board Members

6.3.2 Executive Committee

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

6.3.2.1 Members

The Executive Committee (Section 6.1) shall consist of the Coordinator (represented, as appropriate, by the Coordinator's Scientific Coordinator, Project Coordinator, and Project Manager), the Work Package Leaders and Work Package Co-Leaders, and any representatives of the Parties appointed to it by the General Assembly.

The Coordinator's Scientific Coordinator and the Coordinator's Project Coordinator shall chair all meetings of the Executive Committee, unless decided otherwise by a majority of two-thirds.

6.3.2.2 Minutes of meetings

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

6.3.2.3 Tasks

6.3.2.3.1

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

6.3.2.3.2

The Executive Committee shall seek a consensus among the Parties.

6.3.2.3.3

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

6.3.2.3.4

The Executive Committee shall monitor the effective and efficient implementation of the Project. This includes facilitating and coordinating the scientific work of the Work Packages.

6.3.2.3.5

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

6.3.2.3.6

The Executive Committee 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 and Visibility” and of Section 8 of this Consortium Agreement.

6.3.2.3.7

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

6.4 Coordinator

6.4.1

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

6.4.2

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Beneficiaries 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, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Granting Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- 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.

6.4.3

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

6.4.4

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement. By way of exception, the Parties mandate the Coordinator to execute, in their name and on their behalf:

- any non-disclosure agreement required by this Consortium Agreement (see Section 6.3.1.1.5, Section 6.5 and Section 11.9). Each such non-disclosure agreement shall follow the model enclosed in Attachment 5.
- the drafting, and if necessary, the negotiation of agreements as referred to in Section 4.5 with each Associated Partner, and the signing of such agreements on behalf of the Parties.
- Invitations to designated Ministries in accordance with Section 11.9. The invitations to the Ministries are sent on behalf of the respective Beneficiary.

6.4.5

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

6.4.6

In the case the Coordinator discovers or is made aware by a Party of a conflict or discrepancy in the Project Plan, e.g. between the budget and the tasks listed that would require immediate or timely action, the Coordinator shall advise the General Assembly on ways to rearrange tasks and budgets in the Project Plan to ensure smooth implementation. The General Assembly may agree on the rearrangements in an e-mail-based voting. The procedure will be detailed in Deliverable D1.1 submitted in M1. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4.7

Within the Coordinator team, the Coordinator appoints, in particular:

- a Scientific Coordinator;
- a Project Coordinator.

The Scientific Coordinator and the Project Coordinator will, in particular:

- Chair meetings of the Executive Committee (see Section 6.3.2.1)
- Act as part of the Coordinator in the Executive Committee (see Section 6.3.2.1). The Coordinator speaks with one voice in case of voting in the Executive Committee.

6.5 External Expert Advisory Board (EEAB)

An External Expert Advisory Board (EEAB) will be appointed and steered by the General Assembly. The EEAB shall assist and facilitate the decisions made by the General Assembly.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each EEAB member. The non-disclosure agreement includes a non-conflict of interest clause. Furthermore,

the non-disclosure agreement shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier.

The Coordinator shall write the minutes of the EEAB meetings and submit them to the General Assembly. The EEAB members shall be allowed to participate in General Assembly meetings upon invitation but have no voting rights.

7 Financial provisions

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 Project Plan
- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 7.2.

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

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

7.1.4 Excess payments

A Party has received excess payment

- a) if the payment received from the Coordinator exceeds the amount declared or
- b) if a Party 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 Project 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 30 days upon written request for return of excess payment from the Coordinator, the Beneficiary is in substantial breach of the Consortium Agreement. The Coordinator will, as part of the written request, provide the Beneficiary with a specified invoice concerning the excess payment.

Amounts which are not refunded by a breaching Beneficiary and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Beneficiaries pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Beneficiary is possible. The General Assembly decides on any legal actions to be taken against the breaching Beneficiary according to Section 6.3.1.2.

Excess payments to Affiliated Entities and the recovery of such payments by the relevant Beneficiary shall be regulated in arrangements between them, for example by means of individual agreements, consistently with the provisions set out above.

7.1.5 Revenue

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

7.1.6 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. An Affiliated Entity leaving the Consortium Agreement shall refund any such payments to the relevant Beneficiary, with the same exceptions.

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 tasks 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.

7.2 Payments

7.2.1 Payments to Beneficiaries are the exclusive task of the Coordinator

In particular, the Coordinator shall:

- 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
- 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 Party 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

7.2.2

The transfer of the initial pre-financing, the additional pre-financings (if any) and interim payments to Beneficiaries will be handled in accordance with Article 22.1 and Article 7 of the Grant Agreement following this payment schedule:

Funding of costs included in the Project 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 Beneficiary concerned.

Payments to Affiliated Entities by the relevant Beneficiary shall be regulated in arrangements between them, for example by means of individual agreements, consistently with the provisions set out above.

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 withhold payments due to a Beneficiary to the extent that those payments are meant for an Affiliated Entity identified by the General Assembly to be in breach of its obligations under this Consortium Agreement or undertaken in accordance with the Grant Agreement, or to the extent that they are meant for an Affiliated Entity which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party except the costs already claimed by the Defaulting Party 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

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 16.4 and Attachment 6 (Regulation on Results and Background), Section Ownership of results, with the following additions:

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities 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 Attachment 6 (Regulation on Results and Background), 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 Attachment 6 (Regulation on Results and Background), Section Transfer and 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 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

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 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 of the Grant Agreement and its Annex 5.

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.

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 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 defence 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.

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 Project 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, subject to third parties' rights as well as any legal or contractual limitations where applicable.

Access rights to Results for internal research and for teaching activities, shall be granted on a royalty-free basis, subject to third parties' rights as well as any legal or contractual limitations where applicable.

9.4.2

Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions, subject to third parties' rights as well as any legal or contractual limitations where applicable.

9.4.3

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

9.5 Access Rights for entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and Attachment 6 (Regulation on Results and Background), 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 according to Section 9.5) 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 confidentiality 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

9.8.1 Definitions relating to Software

"Application Programming Interface" or **"API"** means the application programming interface materials and related documentation containing all data and information to allow skilled Software developers to create Software interfaces that interface or interact with other specified Software.

"Controlled License Terms" means terms in any license that require that the use, copying, modification and/or distribution of Software or another work ("**Work**") and/or of any work that is a modified version of or is a derivative work of such Work (in each case, "**Derivative Work**") be subject, in whole or in part, to one or more of the following:

- a) (where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;

- b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- c) that a royalty-free license relating to the Work or Derivative Work be granted to any third party.

For the avoidance of doubt, any Software license that merely permits (but does not require any of the things mentioned in (a) to (c) is not under Controlled License Terms.

“Free Software / Open Source Software”

means Software under a FREE LICENSE or OPEN SOURCE LICENSE.

FREE LICENSE:

means any license that meets the criteria defined by the Free Software Foundation (<http://www.fsf.org>).

OPEN SOURCE LICENCE:

means any license that conforms to the principles defined by the Open Source Initiative (<http://www.opensource.org>).

“Object Code” means Software in machine-readable, compiled and/or executable form including, but not limited to, byte code form and in form of machine-readable libraries used for linking procedures and functions to other software.

“Software Documentation” means Software information, being technical information used, or useful in, or relating to the design, development, use or maintenance of any version of a Software programme.

“Source Code” means Software in human readable form normally used to make modifications to it including, but not limited to, comments and procedural code such as job control language and scripts to control compilation and installation.

9.8.2 General principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software as far as not modified by this Section 9.8.

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 Source Code, Object Code or respective Software Documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

The introduction of Software under Controlled License Terms in the Project requires the prior approval of the General Assembly to implement such introduction into the Project Plan.

In case of an approved introduction of Software under Controlled License Terms' in the Project, the Controlled License Terms shall prevail over any conflicting provisions of this Consortium Agreement for affected original and derivative Background and Results.

9.8.3 Access to Software

Access Rights to Software that is Results shall comprise:

- Access Rights to the Object Code; and,
- where normal use of such an Object Code requires an API, Access Rights to the Object Code and such an API; and,
- if a Party can show that the execution of its tasks under the Project or the Exploitation of its own Results is technically or legally impossible without Access Rights to the Source Code, Access Rights to the Source Code to the extent necessary.

Background shall only be provided in Object Code unless otherwise agreed between the Parties concerned.

9.8.4 Software license and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Results - Rights of a Party

Where a Party has Access Rights to Object Code and/or API that is Results for Exploitation, such Access shall, in addition to the Access for Exploitation foreseen in Section 9.4, as far as Needed for the Exploitation of the Party's own Results, comprise the right:

- to make an agreed number of copies of Object Code and API; and
- to distribute, make available, market, sell and offer for sale such Object Code and API alone or as part of or in connection with products or services of the Party having the Access Rights;

provided however that any product, process or service has been developed by the Party having the Access Rights in accordance with its rights to exploit Object Code and API for its own Results.

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.1.1, the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

9.8.4.1.2 Results - Rights to grant sublicenses to end-users

In addition, Access Rights to Object Code shall, as far as Needed for the Exploitation of the Party's own Results, comprise the right to grant in the normal course of the relevant trade to end-user customers buying/using the product/services, a sublicense to the extent as necessary for the normal use of the relevant product or service to use the Object Code alone or as part of or in connection with or integrated into products and services of the Party having the Access Rights and, as far as technically essential:

- to maintain such product/service;
- to create for its own end-use interacting interoperable Software in accordance with the Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs.

9.8.4.1.3 Background

For the avoidance of doubt, where a Party has Access Rights to Object Code and/or API that is Background for Exploitation, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.4.2 Source Code

9.8.4.2.1 Results - Rights of a Party

Where, in accordance with Section 9.8.3, a Party has Access Rights to Source Code that is Results for Exploitation, Access Rights to such Source Code, as far as Needed for the Exploitation of the Party's own Results, shall comprise a worldwide right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.2.1, the Parties shall agree on the terms thereof, with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

9.8.4.2.2 Results – Rights to grant sublicenses to end-users

In addition, Access Rights, as far as Needed for the Exploitation of the Party's own Results, shall comprise the right to sublicense such Source Code, but solely for purpose of adaptation, error correction, maintenance and/or support of the Software.

Further sublicensing of Source Code is explicitly excluded.

9.8.4.2.3 Background

For the avoidance of doubt, where a Party has Access Rights to Source Code that is Background for Exploitation, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.5 Specific formalities

Each sublicense granted according to the provisions of Section 9.8.4 shall be made by a traceable agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

9.8.6 Open Source Software

Unless prior agreement of the potentially affected Parties (via their representative in the General Assembly), the Parties shall refrain from incorporating free software / open source software that does not allow commercial exploitation of the Results into the Project.

In order to allow the Parties to determine the effects of the open source license, that does not allow commercial exploitation on the use of the Results for exploitation and to express their possible agreement to the use of a Free Software / Open Source Software, the Party wishing to use it, within the framework of the Project, will have to provide to the other Parties all the necessary information concerning the Free Software / Open Source license applicable to them.

10 Non-disclosure of information

10.1

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and

designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

For the avoidance of doubt the Parties will endeavour to mark Confidential Information as “confidential” to the extent it is customary to do so.

10.2

The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the final payment of the Granting Authority:

- 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 Recipient 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 Recipient shall be responsible for the fulfilment of the above obligations on the part of its 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. Furthermore, each Recipient agrees to take immediate and appropriate steps to mitigate any risks stemming from such unauthorized disclosure, misappropriation, or misuse. This may include, but is not limited to, cooperating with the Disclosing Party in any legal or protective measures deemed necessary to protect the Confidential Information and prevent further unauthorized 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, 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.

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 according to Section 9.5)
- Attachment 5 (Non-Disclosure Agreement)
- Attachment 6 (Regulation on Results and Background)

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 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 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 6.3.1.2 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

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.

11.9 Observer rights for designated Ministries

By notifying the Coordinator in writing, Beneficiaries may designate Ministries of their Country to be granted observer rights. A Ministry that is a Beneficiary or an Affiliated Entity may also be granted such observer rights, for the purposes of meetings to which the Ministry would otherwise not have access. Ministerial presence as observer:

1. does not change the role of the Beneficiary.
2. will include access to meetings in the General Assembly and the Executive Committee as requested by a Ministry based on the calendar of meetings. Where appropriate, access to relevant meetings at the Work Package level will be facilitated by the Coordinator in cooperation with the Work Package Leader.

The organiser of meetings to which observers are invited will ensure that observers are granted access to documents pertaining to the meeting in advance, not including editing privileges. Observers will not have voting rights or be able to participate in decision-making processes but may voice opinions where appropriate. Furthermore, when the Coordinator considers it necessary, e.g. due to capacity or efficiency, the Coordinator may limit the number of participants from each observer to be invited to in-person meetings.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and the Ministry prior to the Ministry's participation as an observer.

When ministries attend meetings as observers, they are still considered third parties for the purposes of Section 4.3 of the Consortium Agreement.

Costs incurred by Ministries in their role as observers may not be declared as eligible costs, and must be borne by the Ministries themselves.

11.10 Conflict of Interest

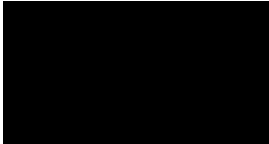
Each Party undertakes to timely and appropriately manage any identified conflict of interest with a view to mitigate, reduce or remove it. Management action might include: (i) disclosing actual or apparent conflicts of interest, (ii) keeping the other Parties informed of any such management action, and (iii) on request of the General Assembly hereunder, consult with such body on any reasonable concerns voiced by a Party.

12 Signatures

The Parties agree that electronically executed and electronically transmitted signatures will have the full force and effect of original signatures.

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives.

AUSTRIAN NATIONAL PUBLIC HEALTH
INSTITUTE (GÖG)

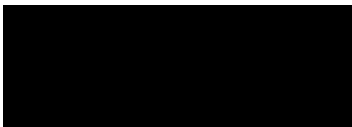


Name: Claudia Hahl

Title: Member of the Executive Board, LEAR

Date: 13.12.2023 | 09:36 MEZ

AUSTRIAN AGENCY FOR HEALTH AND
FOOD SAFETY (AGES)

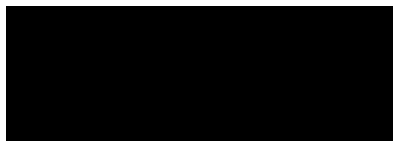


Name: Thomas Kickinger

Title: Managing Director

Date: 12.12.2023 | 11:57 MEZ

SCIENSANO



Name: Christian Léonard

Title: Director general

Date: 12.12.2023 | 18:07 CET

AGENCY FOR THE QUALITY OF LIFE (AVIQ) UNIVERSITEIT GENT - GHENT UNIVERSITY



Name: LANNOY Françoise

Title: General administrator

Date: 14.12.2023 | 15:48 CET

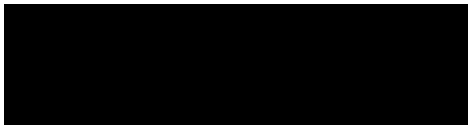


Name: Rik Van de Walle

Title: Prof. dr. Rector

Date: 12.12.2023 | 01:47 PST

BELGIAN CANCER REGISTRY (BCR)



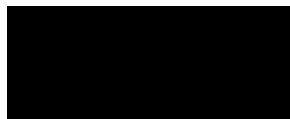
Name: Liesbet Van Eycken

Title: Director

Date: 12.12.2023 | 08:50 CET

KATHOLIEKE UNIVERSITEIT LEUVEN

For the purposes of this Agreement represented by KU LEUVEN R&D, located at waaistraat 6, 3000 Leuven, Belgium.



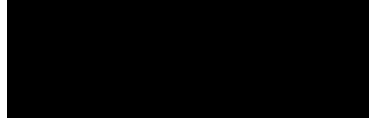
Name: Paul Van Dun

Title: General Manager KU Leuven Research & Development

Date: 29.01.2024 | 17:09 CET

FEDERAL PUBLIC SERVICE (FPS), HEALTH,
FOOD CHAIN SAFETY AND ENVIRONMENT

INSTITUT JULES BORDET



Name: Dirk Ramaekers

Name: Francis de Dree

Title: Président du Comité de Direction

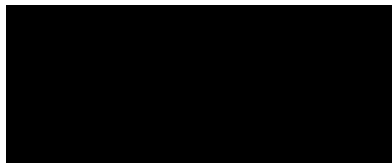
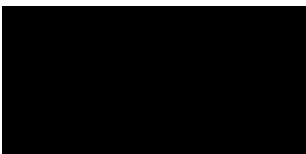
Title: Director general

Date: 12.01.2024 | 07:16 PST

Date: 11.12.2023 | 21:32 CET

NATIONAL CENTER OF PUBLIC HEALTH
AND ANALYSIS

CROATIAN INSTITUTE OF PUBLIC HEALTH



Name: Plamen Dimitrov

Name: Krunoslav Capak

Title: Director

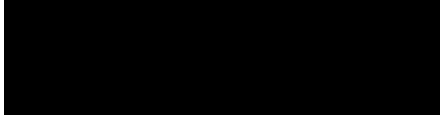
Title: Professor Director General

Date: 04.12.2023 | 12:46 CET

Date: 13.12.2023 | 13:39 CET

NATIONAL INSTITUTE OF PUBLIC HEALTH

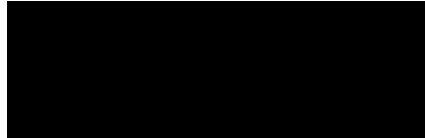
MASARYK MEMORIAL CANCER INSTITUTE



Name: MUDr. Barbora Macková

Title: Director

Date: 18.12.2023 | 12:58 CET



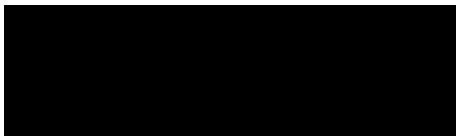
Name: Marek Svoboda

Title: Director

Date: 15.12.2023 | 17:23 CET

REGION OF SOUTHERN DENMARK

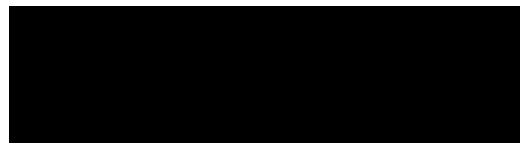
VEJLE KOMMUNE



Name: Torben Frøstrup Hansen

Title: Professor

Date: 13.12.2023 | 11:30 CET

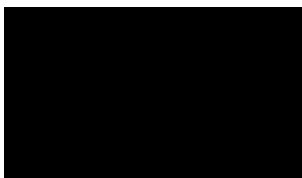


Name: Diana Birk Krogstrup

Title: Head of health department

Date: 04.12.2023 | 13:34 CET

KOLDING KOMMUNE

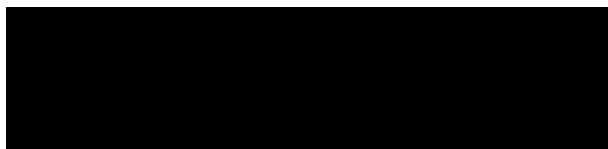


Name: Mr. Anders Seekjær

Title: Head of health department

Date: 16.12.2023 | 08:24 CET

KØBENHAVNS KOMMUNE

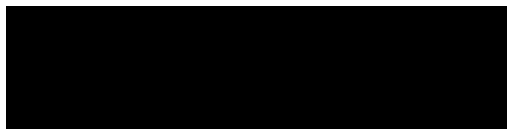


Name: Martin Brun Jensen

Title: Head of health department

Date: 12.12.2023 | 09:33 CET

FØDEVARESTYRELSEN / THE DANISH
VETERINARY AND FOOD ADMINISTRATION



Name: Anne Pøhl Enevoldsen

Title: Head of Division, Sustainable Diet and
Health Division

Date: 13.12.2023 | 12:51 CET

THE NATIONAL INSTITUTE FOR HEALTH
DEVELOPMENT

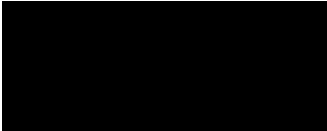


Name: Annika Veimer

Title: Director

Date: 04.12.2023 | 21:19 CET

UNIVERSITY OF TARTU

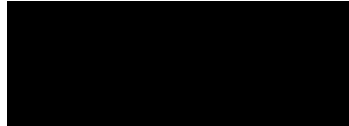


Name: Siret Rutiku

Title: Head of Grant Office

Date: 11.12.2023 | 23:20 PST

FINNISH INSTITUTE FOR HEALTH AND WELFARE



Name: Markku Tervahauta

Title: Director General

Date: 04.12.2023 | 12:59 CET

CANCER SOCIETY OF FINLAND

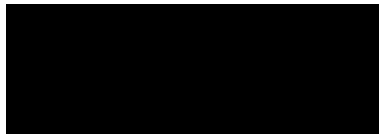


Name: Juha Pekka Turunen

Title: Secretary General

Date: 15.12.2023 | 10:55 CET

FILHA RY (FINNISH LUNG HEALTH ASSOCIATION)



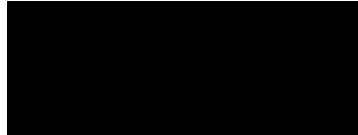
Name: Tuula Vasankari

Title: Secretary general

Date: 04.12.2023 | 16:03 CET

NATURAL RESOURCES INSTITUTE
FINLAND

UKK INSTITUTE



Name: Jani Lehto

Name: Tommi Vasankari

Title: Vice President

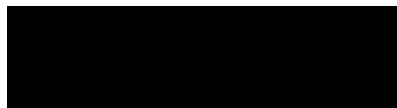
Title: Director

Date: 12.12.2023 | 09:15 CET

Date: 14.12.2023 | 16:16 CET

FRENCH MINISTRY OF HEALTH AND
PREVENTION

CENTRE HOSPITALIER UNIVERSITAIRE DE
MONTPELLIER



Name: Danielle METZEN-IVARS

Name: TARGHETTA RENAN

Title: Direction générale de la santé

Title: Director of research and innovation

Date: 08.01.2024 | 14:45 CET

Date: 21.12.2023 | 00:29 PST

AGENCE NATIONALE DE SÉCURITÉ
SANITAIRE DE L'ALIMENTATION, DE
L'ENVIRONNEMENT ET DU TRAVAIL

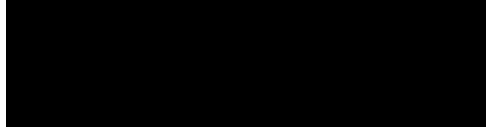


Name: Pr. Benoit VALLET

Title: Director General

Date: 20.12.2023 | 18:54 CET

CENTRE HOSPITALIER UNIVERSITAIRE DE
TOULOUSE



Name: Mr. Jean-François LEFEBVRE

Title: General Director

Date: 04.01.2024 | 06:50 PST

FRENCH NATIONAL CANCER INSTITUTE

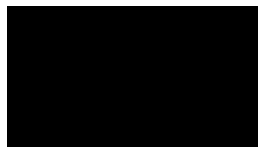


Name: Thierry Breton

Title: Director General

Date: 21.12.2023 | 16:48 CET

FRENCH NETWORK OF HEALTHY CITIES



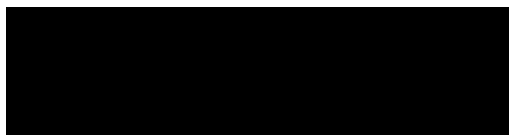
Name: Yannick NADESAN

Title: President

Date: 14.12.2023 | 16:10 CET

SANTÉ PUBLIQUE FRANCE

INSTITUT NATIONAL DE LA SANTÉ ET DE
LA RECHERCHE MÉDICALE



Name: Caroline Semaille

Name: Claire de Marguerie

Title: Directrice générale

Title: Déléguée régionale Paris IDF Centre Nord

Date: 15.12.2023 | 18:20 CET

Date: 11.01.2024 | 16:31 CET

INSTITUT NATIONAL DE RECHERCHE
POUR L'AGRICULTURE L'ALIMENTATION
ET L'ENVIRONNEMENT (INRAE)

UNICANCER



Name: Pascal Boistard

Name: Prof. Jean Yves Blay

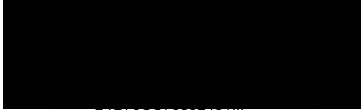
Title: président du centre INRAE Lyon-
Grenoble Auvergne Rhône Alpes

Title: President

Date: 12.12.2023 | 14:35 CET

Date: 11.12.2023 | 14:10 PST

ECOLE DES HAUTES ETUDES EN SANTÉ
PUBLIQUE

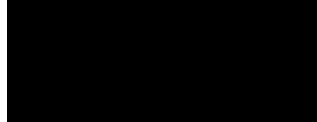


Name: Isabelle RICHARD

Title: Director

Date: 14.12.2023 | 16:47 CET

FONDATION NATIONALE DES SCIENCES
POLITIQUES (SCIENCES PO)

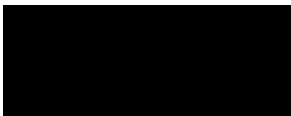


Name: ~~MATHIAS VICHERAT~~ Arnaud Jullian

Title: ~~Administrator~~ Secretary General

Date: 22.12.2023 | 14:45 CET

CHU DE LA MARTINIQUE

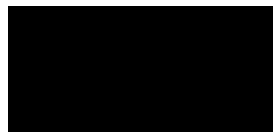


Name: Jérôme LE BRIERE

Title: Director General

Date: 18.12.2023 | 09:54 PST

MINISTÈRE DE L'AGRICULTURE ET DE LA
SOUVERAINETÉ ALIMENTAIRE

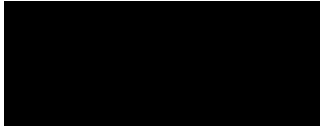


Name: Maud Faipoux

Title: Directrice Générale de l'Alimentation /
directrice générale adjointe

Date: 29.01.2024 | 12:02 CET

HEALTH DATA HUB

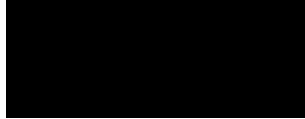


Name: Stéphanie Combes

Title: Directrice du HDH

Date: 14.12.2023 | 19:15 CET

FEDERAL CENTRE FOR HEALTH
EDUCATION (BZGA)

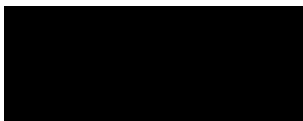


Name: Julia Tief

Title: Administration officer

Date: 14.12.2023 | 13:50 MEZ

ROBERT KOCH INSTITUTE



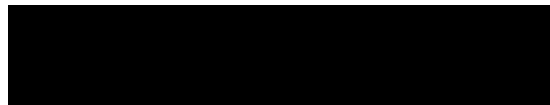
Name: Prof. Dr. Lars Schaade

Title: President

Date: 12.12.2023 | 14:52 MEZ

MAX RUBNER-INSTITUT

FEDERAL RESEARCH INSTITUTE OF
NUTRITION AND FOOD



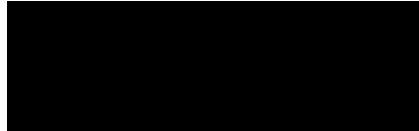
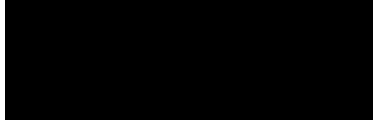
Name: Prof. Dr. Pablo Steinberg

Title: Prof. Dr.

Date: 13.12.2023 | 08:36 MEZ

LEIBNIZ INSTITUTE FOR PREVENTION
RESEARCH AND EPIDEMIOLOGY – BIPS

HANNOVER MEDICAL SCHOOL



Name: Iris Pigeot-Kübler

Name: Katrin Qualmann

Title: Executive Director

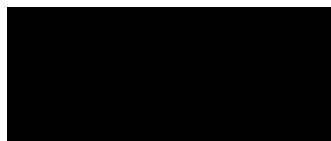
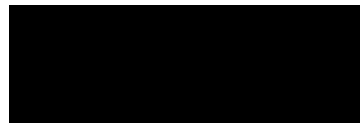
Title: Head of grant and contract administration

Date: 12.12.2023 | 05:53 PST

Date: 13.12.2023 | 13:12 MEZ

GREEK MINISTRY OF HEALTH

IDIKA SA



Name: Konstantinos Gogosis

Name: Niki Tsouma

Title: Deputy General Director of Public Health
& Quality of Life

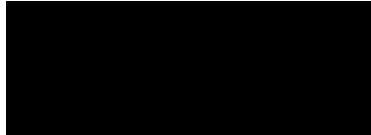
Title: President & CEO

Date: 12.12.2023 | 12:06 CET

Date: 20.01.2024 | 20:51 CET

INSTITOUTO YGEIAS TOU PAIDIOU

CHAROKOPEIO PANEPISTIMIO



Name: Christina Kanaka-Gantenbein

Name: Christos Chalkias

Title: President of ICH's Executive Committee

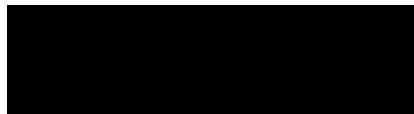
Title: Vice Rector of Research, Development and Lifelong Education

Date: 19.12.2023 | 08:12 CET

Date: 15.12.2023 | 08:58 CET

DENTAL SOCIETY OF PIRAEUS

UNIVERSITY OF WEST ATTICA



Name: Michail Agraniotis

Name: Petros Kalantonis

Title: President

Title: Vice Rector of Research

Date: 12.12.2023 | 10:26 CET

Date: 14.12.2023 | 14:54 CET

NATIONAL AND KAPODISTRIAN
UNIVERSITY OF ATHENS

THE DIRECTORATE OF HEALTH FOR
[REDACTED]

[REDACTED]
Name: Gerasimos Siasos

[REDACTED]
Name: Halla Björg Þórhallsdóttir

Title: Rector

Title: Financial Manager

Date: 29.12.2023 | 14:27 CET

Date: 12.12.2023 | 09:44 CET

NATIONAL CENTER FOR PUBLIC HEALTH
AND PHARMACY OF HUNGARY

DEVELOPMENT CENTRE FOR PRIMARY
HEALTHCARE IN ICELAND

[REDACTED]
Name: Cecilia Müller

[REDACTED]
Name: Ragnheiður Ósk Erlendsdóttir

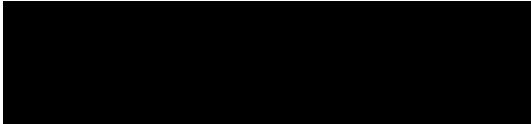
Title: Dr

Title: CEO Chief Nurse Officer

Date: 14.12.2023 | 12:34 CET

Date: 12.12.2023 | 14:34 CET

NATIONAL UNIVERSITY HOSPITAL OF
ICELAND

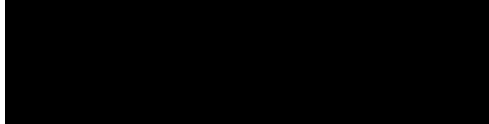


Name: Þórunn Oddný Steinsdóttir

Title: Head of CEO's office

Date: 13.12.2023 | 13:30 CET

THE HEALTH SERVICE EXECUTIVE

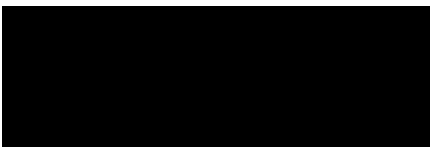


Name: Laura Méchineau Phelan

Title: Senior Manager Contracts & Data
Governance, HSE National R&D Lead EU
Funding Governance & Compliance, HSE
National R&D

Date: 13.12.2023 | 13:59 CET

THE PRIME MINISTER'S OFFICE

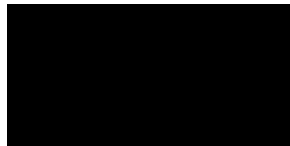


Name: Daníel Svavarsson

Title: Director General of Policy Coordination

Date: 14.12.2023 | 17:16 CET

UNIVERSITY COLLEGE CORK



Name: Dr David O'Connell

Title: Director of Research Support & Policy

Date: 13.02.2024 | 11:28 GMT

THE FOOD SAFETY AUTHORITY OF
IRELAND

MINISTERO DELLA SALUTE

Name: Dr Wayne Anderson

Name: Daniela Galeone

Title: Director of Food Science and Standards

Title: Director Office 8 - Health Promotion and
Prevention and Control of Chronic and
Degenerative Diseases, Directorate-General
for Health Prevention

Date: 20.12.2023 | 15:30 GMT

Date: 13.12.2023 | 11:18 CET

In the list of Parties the address
for the Food Safety Authority of
Ireland is outdated. The legal
address for the Food Safety
Authority of Ireland is: Food Safety
Authority of Ireland, The Exchange,
George's Dock, IFSC, Dublin 1, D01
P2V6.

ISTITUTO SUPERIORE DI SANITÀ

UNIVERSITÀ CATTOLICA DEL SACRO
CUORE

Name: Rocco Domenico Alfonso Bellantone

Name: Franco Anelli

Title: Commissioner

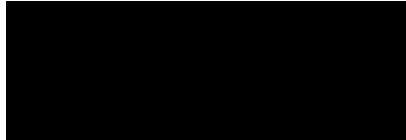
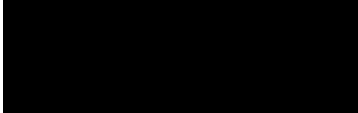
Title: Rector

Date: 05.12.2023 | 08:25 PST

Date: 14.12.2023 | 03:31 EST

ISTITUTO PER LO STUDIO, LA
PREVENZIONE E LA RETE ONCOLOGICA

CALABRIA REGIONE



Name: Katia Belvedere

Name: Tommaso Calabrò

Title: General Director

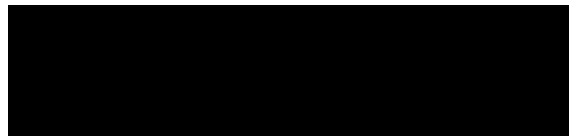
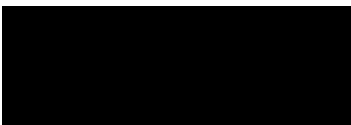
Title: Acting Head of the Department "Tutela
della Salute e Servizi Socio Sanitari"

Date: 04.12.2023 | 14:02 CET

Date: 19.12.2023 | 13:25 CET

MARCHE REGION

UNIVERSITÀ DEGLI STUDI DI ROMA "LA
SAPIENZA"



Name: Flavia Carle

Name: Giovanna Jona Lasinio

Title: Director of the Regional Health Agency
of Marche Region

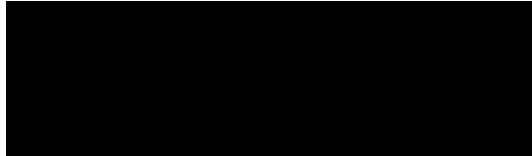
Title: Head of the Department of Statistical
Sciences

Date: 14.12.2023 | 15:55 CET

Date: 11.12.2023 | 23:56 PST

CENTRO DI RIFERIMENTO ONCOLOGICO
DI AVIANO

UNIVERSITÀ DEGLI STUDI DI TORINO



Name: Silvia Franceschi

Name: Stefano Geuna

Title: Scientific Director

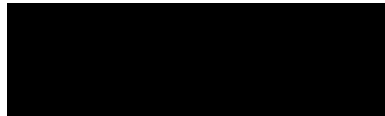
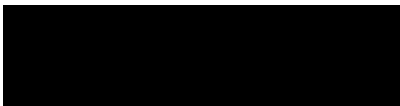
Title: Rector

Date: 14.12.2023 | 15:45 CET

Date: 15.12.2023 | 09:09 CET

AZIENDA ZERO

AZIENDA OSPEDALIERA CITTÀ DELLA
SALUTE E DELLA SCIENZA DI TORINO



Name: Roberto Toniolo

Name: Giovanni La Valle

Title: General Director

Title: General Director

Date: 29.12.2023 | 11:39 CET

Date: 22.02.2024 | 11:27 CET

AZIENDA SANITARIA LOCALE ROMA 2

ISTITUTO NAZIONALE DI RIPOSO E CURA
PER ANZIANI INRCA



Name: Giorgio Casati

Name: Fabiola Olivieri

Title: General Director

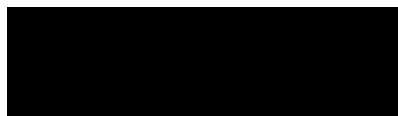
Title: Acting Scientific Director

Date: 13.12.2023 | 15:55 CET

Date: 12.12.2023 | 17:33 CET

FONDAZIONE IRCCS ISTITUTO NAZIONALE
DEI TUMORI

LIETUVOS RESPUBLIKOS SVEIKATOS
APSAUGOS MINISTERIJA



Name: Carlo Nicora

Name: Ieva Gudavičienė

Title: General Manager

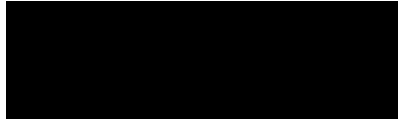
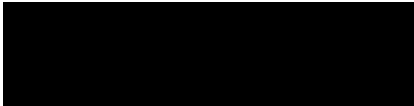
Title: Adviser

Date: 11.12.2023 | 00:39 PST

Date: 15.12.2023 | 17:38 CET

VILNIAUS UNIVERSITETO LIGONINĖ
SANTAROS KLINIKOS

MINISTRY OF HEALTH, ST LUKE'S
HOSPITAL OF MALTA



Name: Feliksas Jankevičius

Name: Joseph Chetcuti

Title: Director general

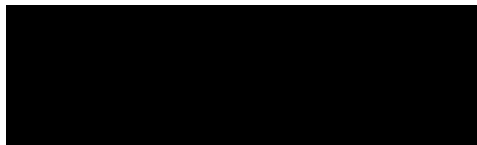
Title: Permanent Secretary

Date: 13.12.2023 | 14:16 CET

Date: 14.12.2023 | 18:34 CET

LIETUVOS SVEIKATOS MOKSLŲ
UNIVERSITETO LIGONINĖ KAUNO
KLINIKOS

MEDICAL UNIVERSITY OF SILESIA



Name: Renaldas Jurkevičius

Name: Tomasz Szczepański

Title: Director general

Title: Rector

Date: 18.12.2023 | 11:29 CET

Date: 07.12.2023 | 19:09 PST

CITY OF RYBNIK

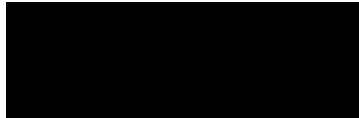


Name: Piotr Kuczera

Title: Mayor

Date: 13.12.2023 | 11:55 CET

MINISTRY OF HEALTH, PORTUGAL

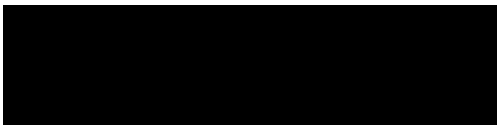


Name: Rita Sá Machado

Title: Director General of Health

Date: 12.12.2023 | 11:31 CET

CITY OF ZABRZE



Name: Małgorzata Mańka-Szulik

Title: President of the City

Date: 21.12.2023 | 10:41 CET

INSTITUTE OF PUBLIC HEALTH OF
UNIVERSITY OF PORTO




Name: José Henrique Dias Pinto de Barros

Title: President of the Institute of Public Health
of University of Porto

Date: 18.12.2023 | 14:33 CET

UNIVERSITY OF PORTO

SLOVENIAN NATIONAL INSTITUTE OF
PUBLIC HEALTH


Name: Altamiro Manuel Rodrigues da Costa
Pereira


Name: Branko Gabrovec

Title: Dean of the Faculty of Medicine of the
Univeristy of Porto

Title: General Director

Date: 18.12.2023 | 08:22 PST

Date: 04.12.2023 | 12:32 CET

ROMANIAN NATIONAL INSTITUTE OF
PUBLIC HEALTH

UNIVERSITY OF LJUBLJANA


Name: Simona Pârnu


Name: Gregor Majdič

Title: General Director

Title: Rector

Date: 13.12.2023 | 14:55 CET

Date: 04.12.2023 | 11:34 EST

PUBLIC HEALTH AGENCY OF SWEDEN

FISABIO, FOUNDATION FOR THE
PROMOTION OF HEALTH AND BIOMEDICAL
RESEARCH OF VALENCIA REGION

Name: Patric Winther

Name: Ms Mónica Pont

Title: Head of department

Title: Legal representative

Date: 15.12.2023 | 15:04 CET

Date: 12.12.2023 | 09:09 CET

CONFEDERATION OF REGIONAL CANCER
CENTRE

FUNDACION INSTITUTO DE
INVESTIGACIÓN MARQUÉS DE
VALDECILLA

Name: Kjell Ivarsson

Name: Mr. Francisco Galo Peralta Fernandez

Title: National cancer coordinator

Title: Managing Director

Date: 13.12.2023 | 16:17 CET

Date: 12.12.2023 | 02:53 PST

INSTITUT CATALÀ D'ONCOLOGIA –
CATALAN INSTITUTE OF ONCOLOGY

PUBLIC HEALTH CENTER OF MINISTRY OF
HEALTH OF UKRAINE

Name: Ms. Margarita García Martín MD

Name: Olha Gvozdetska

Title: Deputy General Director

Title: Acting Deputy General Director

Date: 11.12.2023 | 23:36 PST

Date: 13.12.2023 | 09:55 CET

AGENCIA ESPAÑOLA DE SEGURIDAD
ALIMENTARIA Y NUTRICIÓN

Name: Isabel Peña-Rey Lorenzo

Title: Executive Director

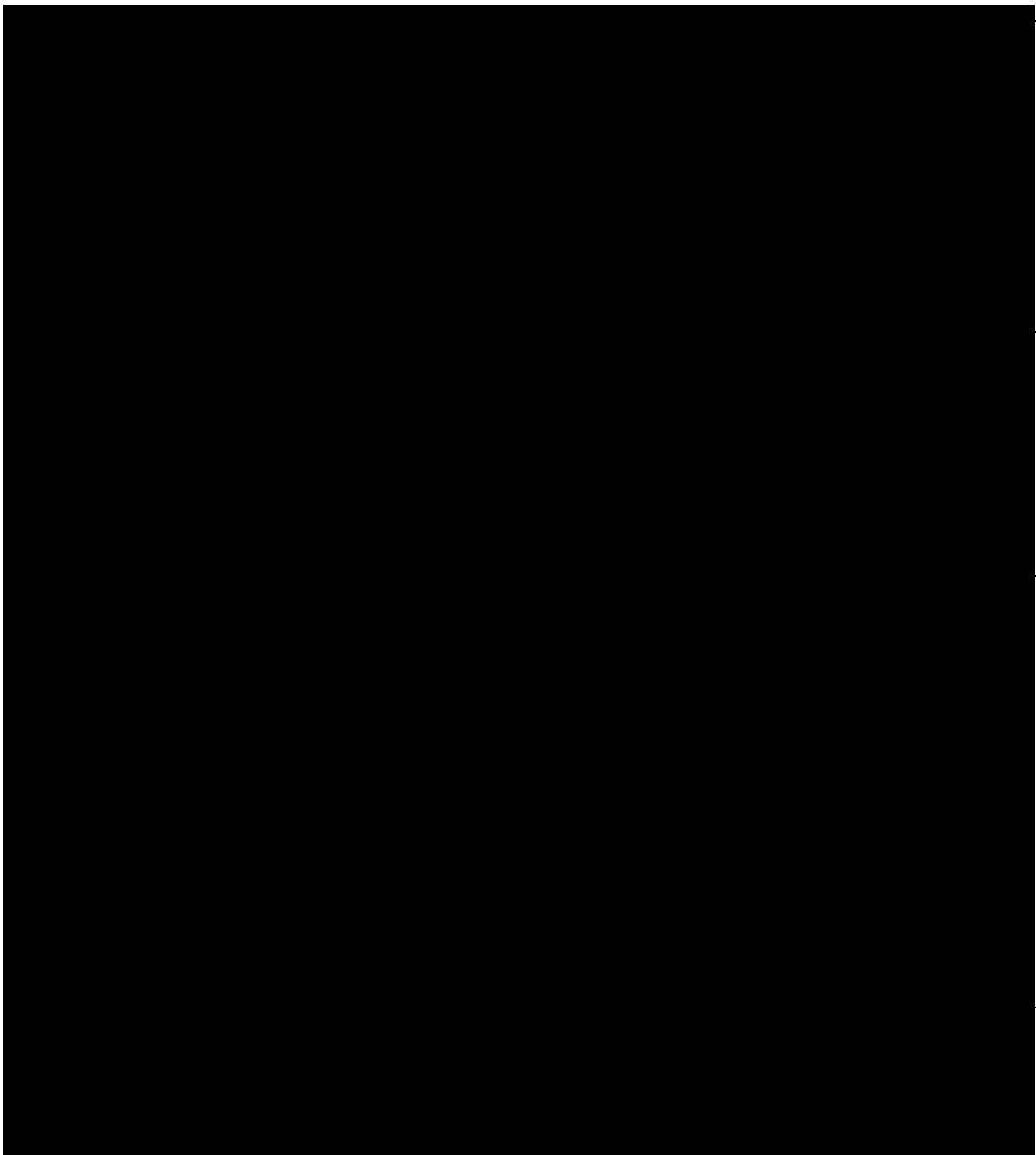
Date: 12.12.2023 | 14:54 CET

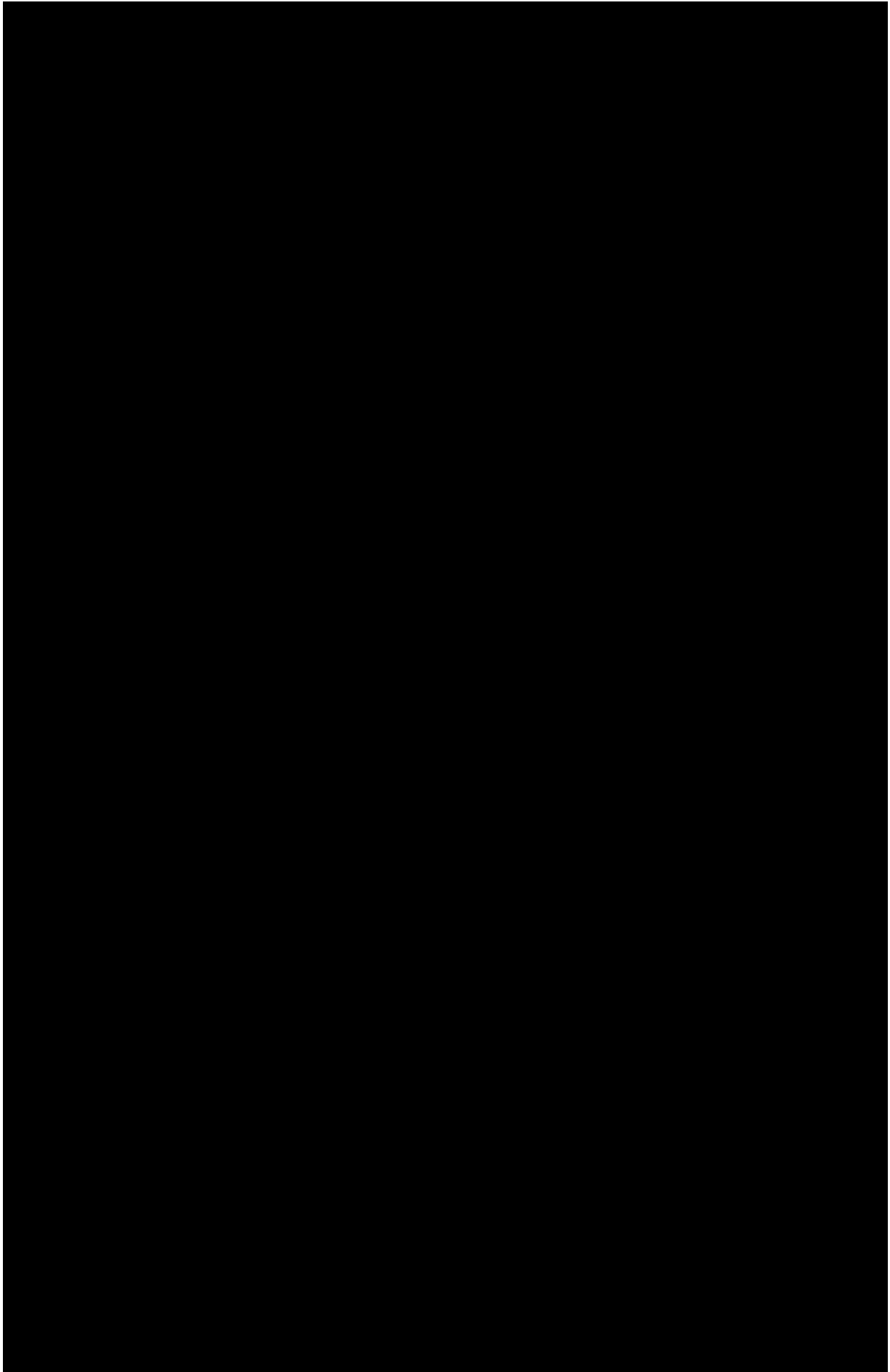
Attachment 1: Background included

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 3.3

As to Belgian Cancer Registry, 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:



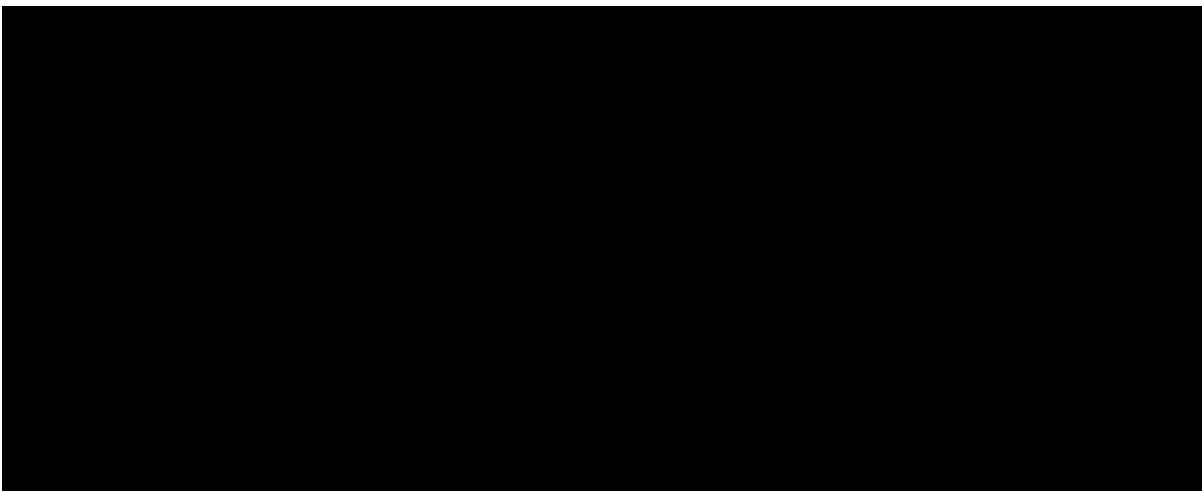


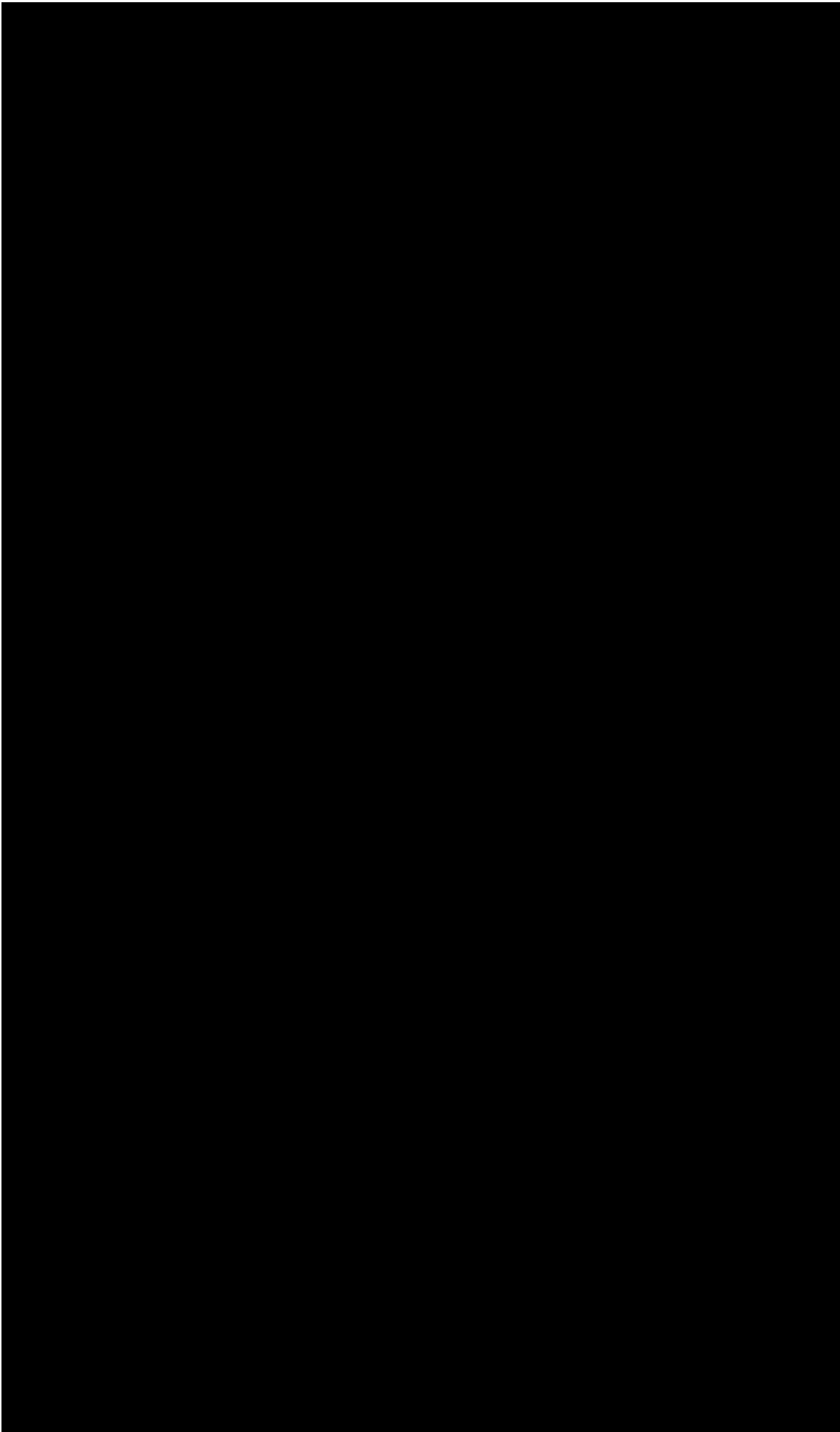


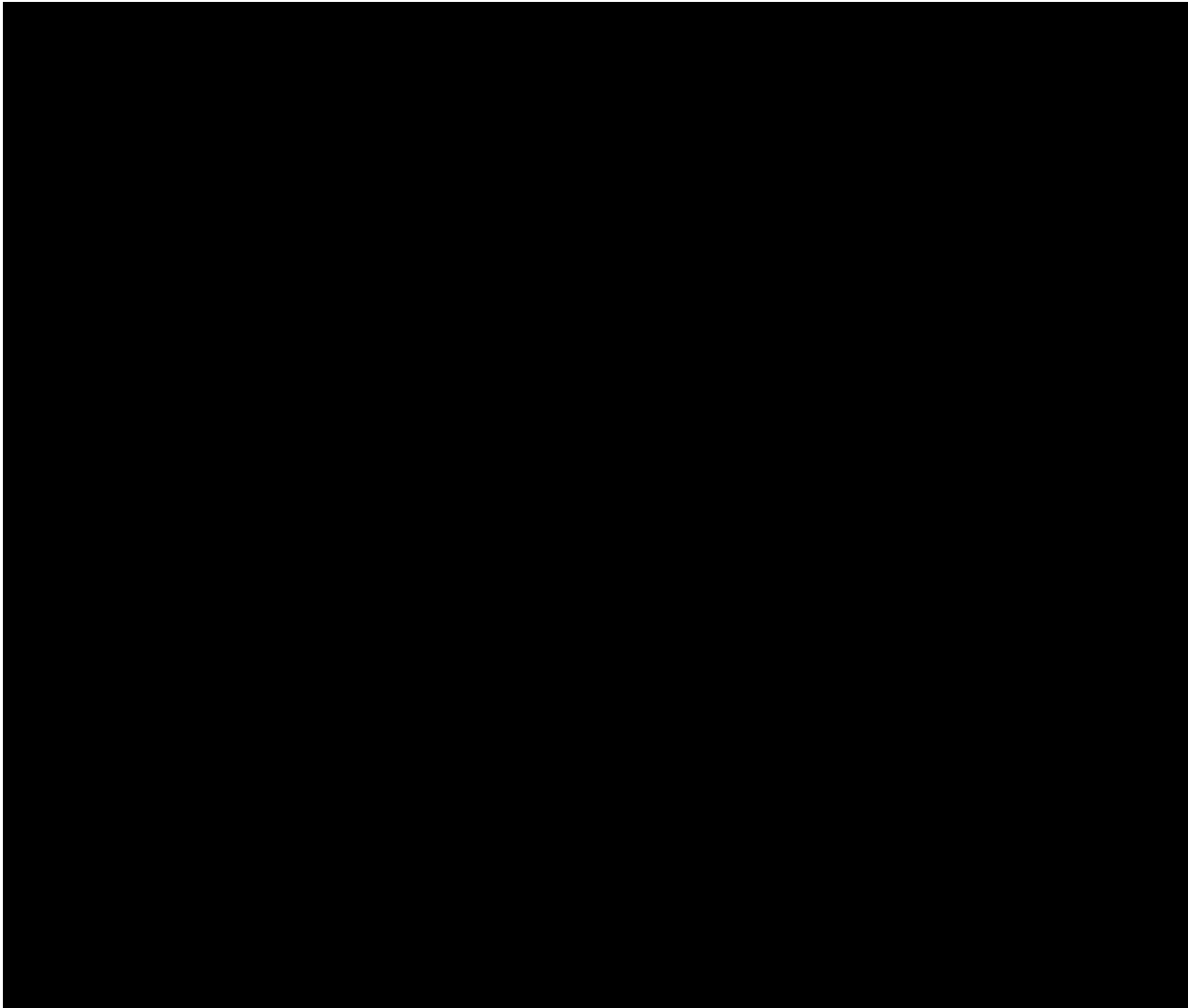
This represents the status at the time of signature of this Consortium Agreement.

Party 7

As to the Region of Southern Denmark, 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:



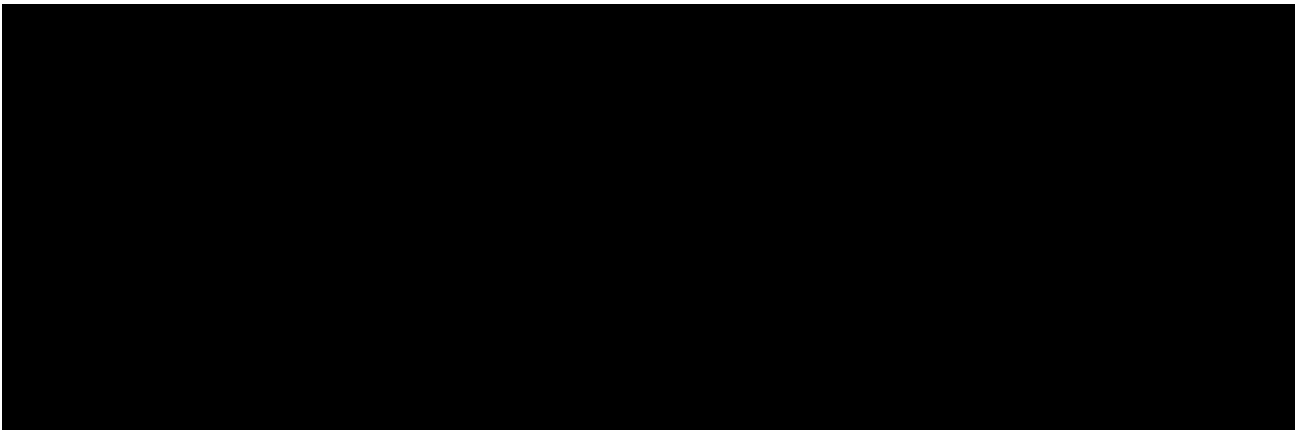


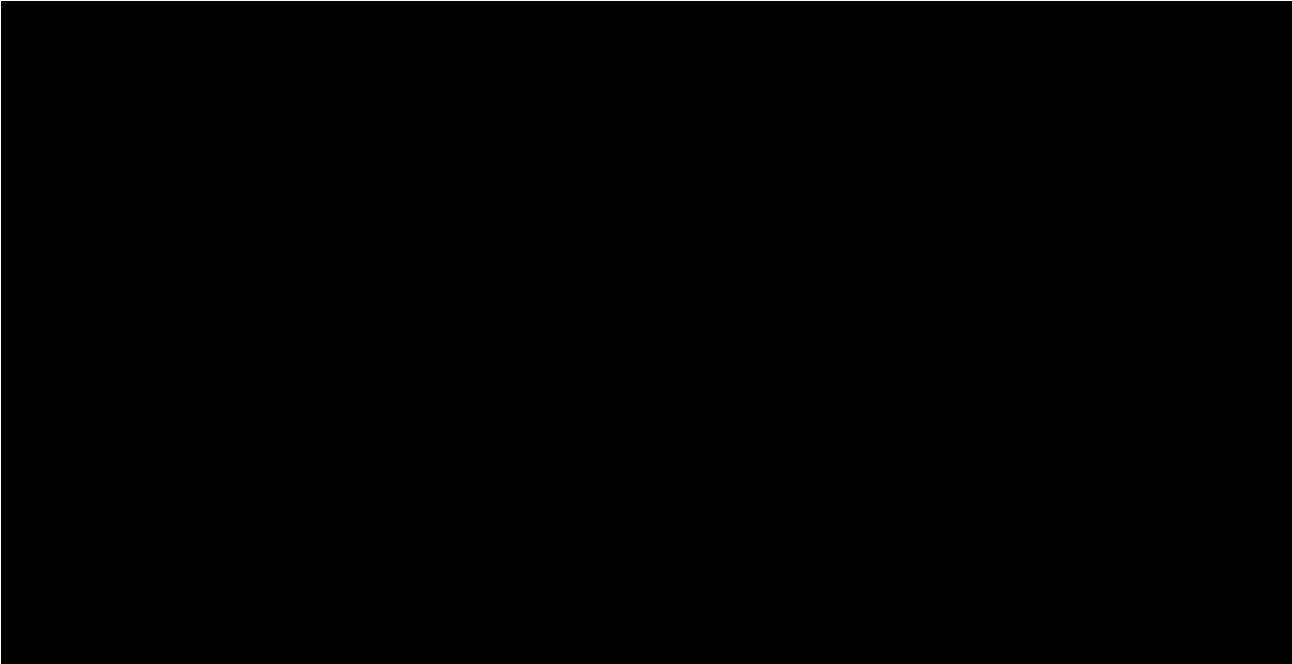


This represents the status at the time of signature of this Consortium Agreement.

PARTY 8.1

As to University of Tartu, 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:

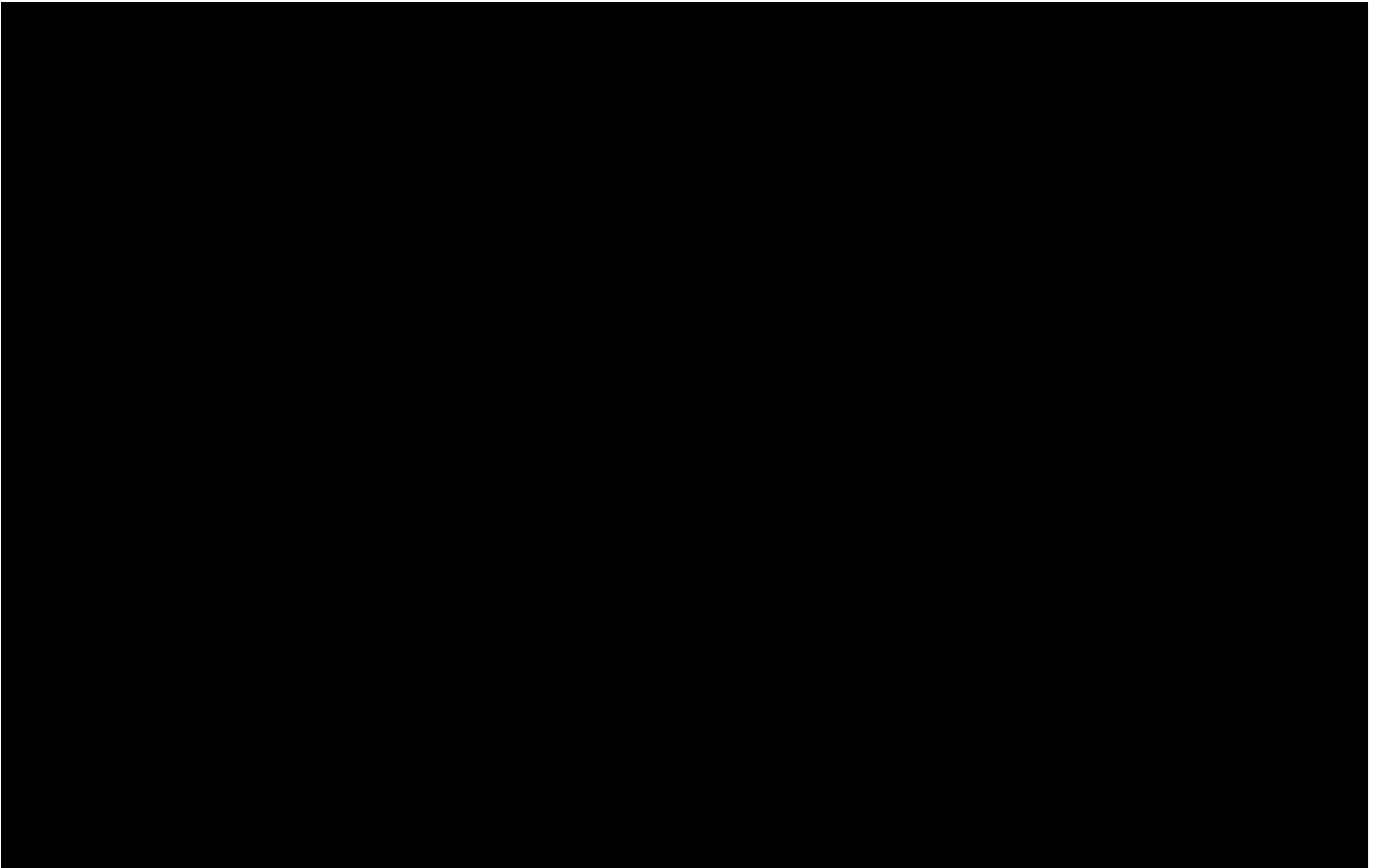


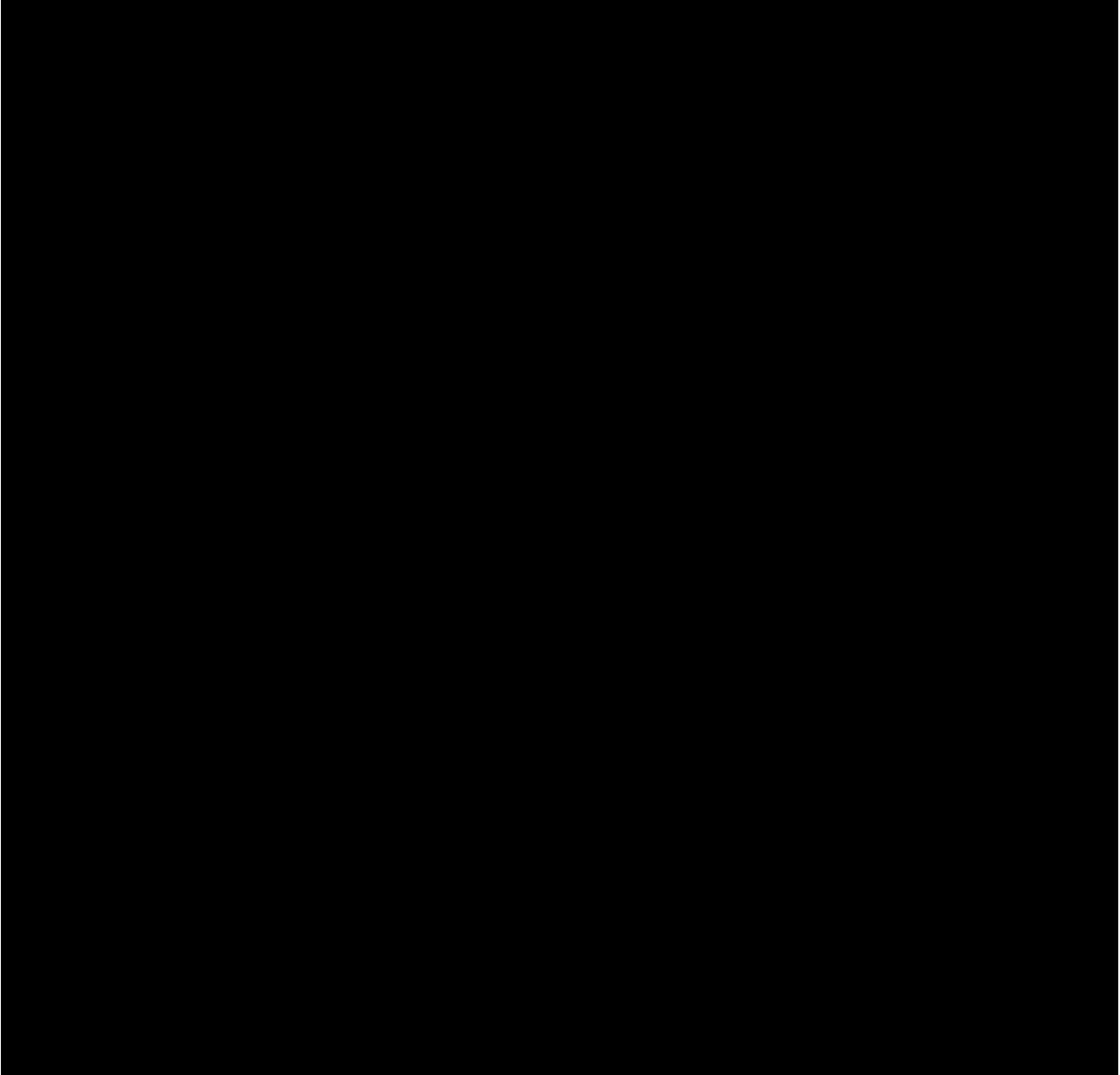


This represents the status at the time of signature of this Consortium Agreement.

PARTY 10.2

As to Agence Nationale de Sécurité Sanitaire de l'Alimentation, de l'Environnement et du Travail, 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:

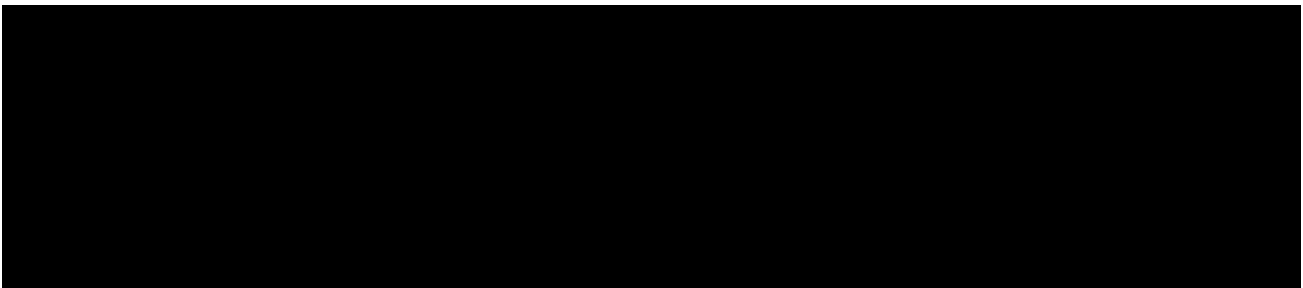


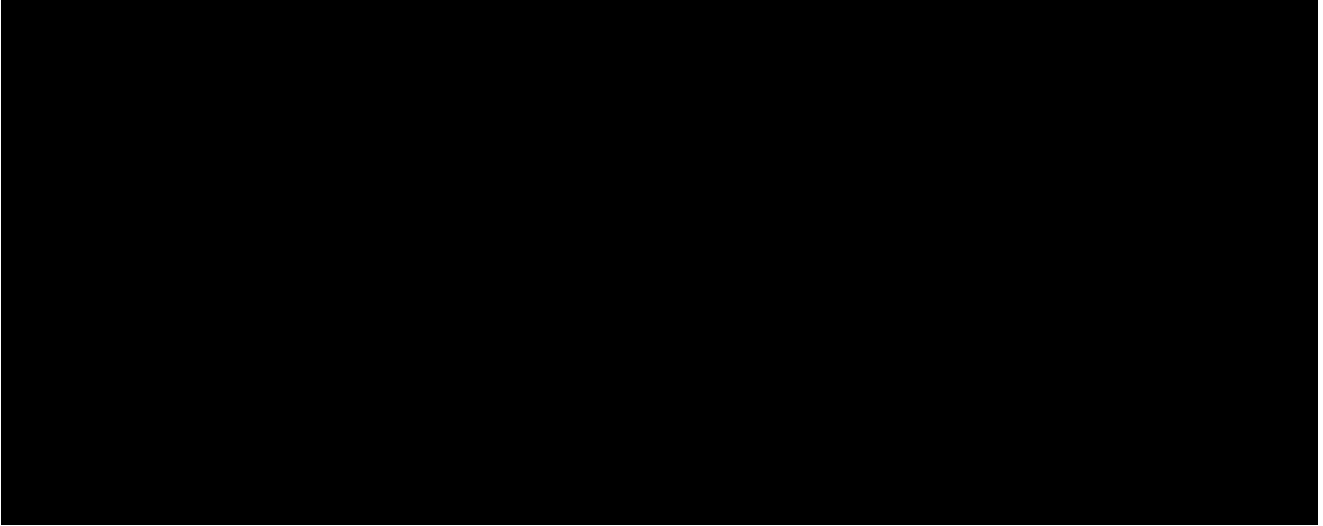


This represents the status at the time of signature of this Consortium Agreement.

PARTY 10.3

As to Centre Hospitalier Universitaire de Toulouse, 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:

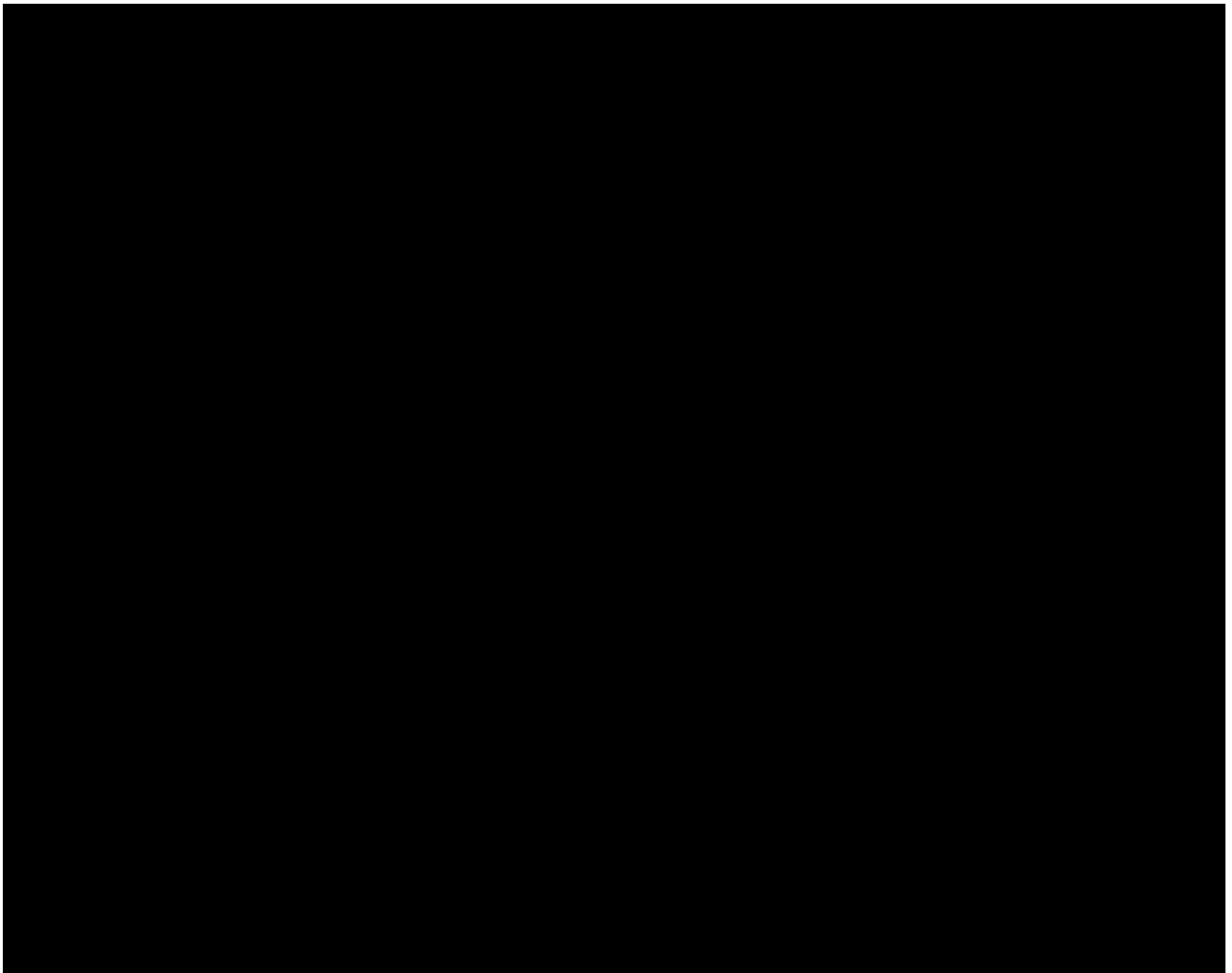


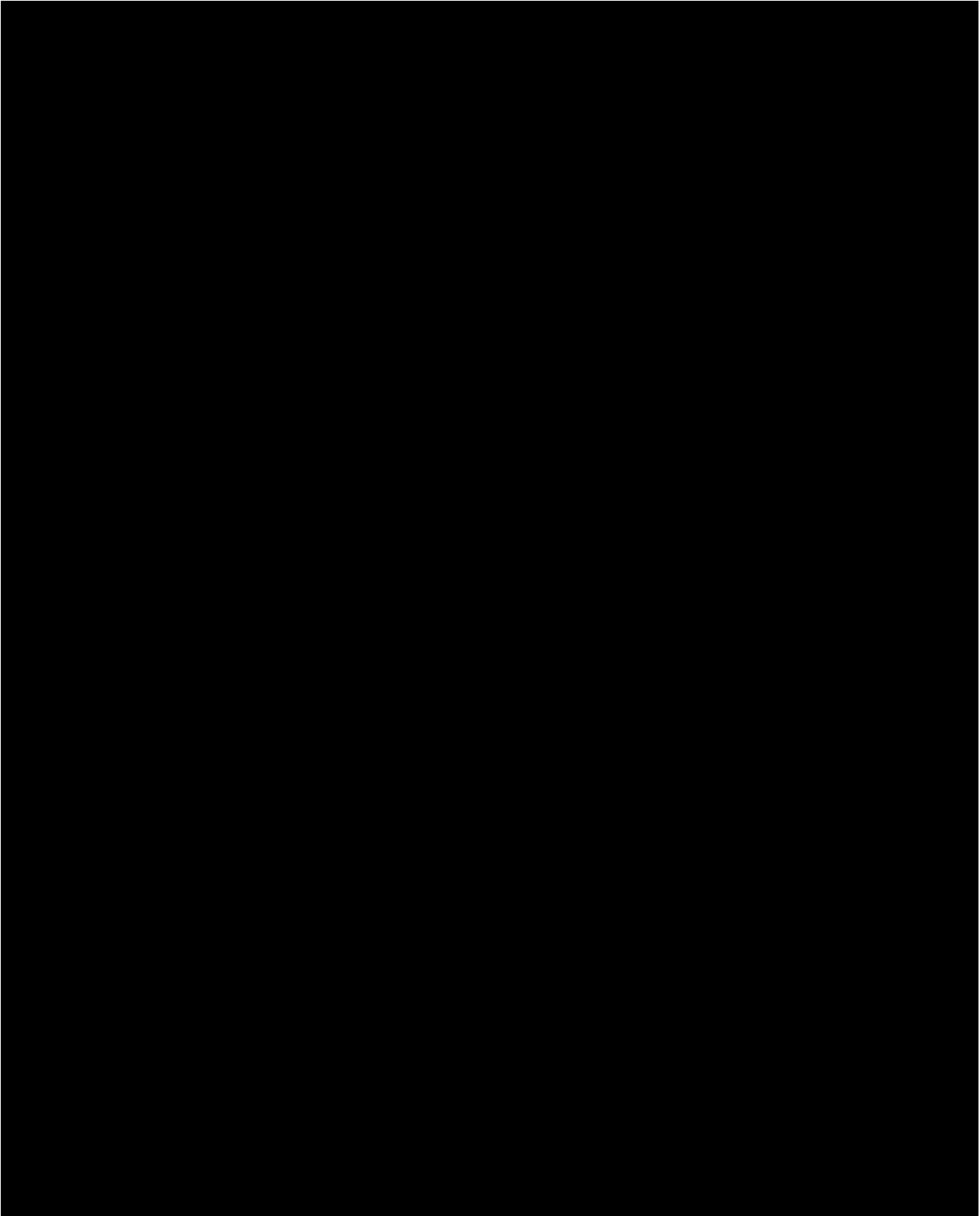


This represents the status at the time of signature of this Consortium Agreement.

PARTY 10.8

As to Institut national de recherche pour l'agriculture l'alimentation et l'environnement (INRAE), 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:

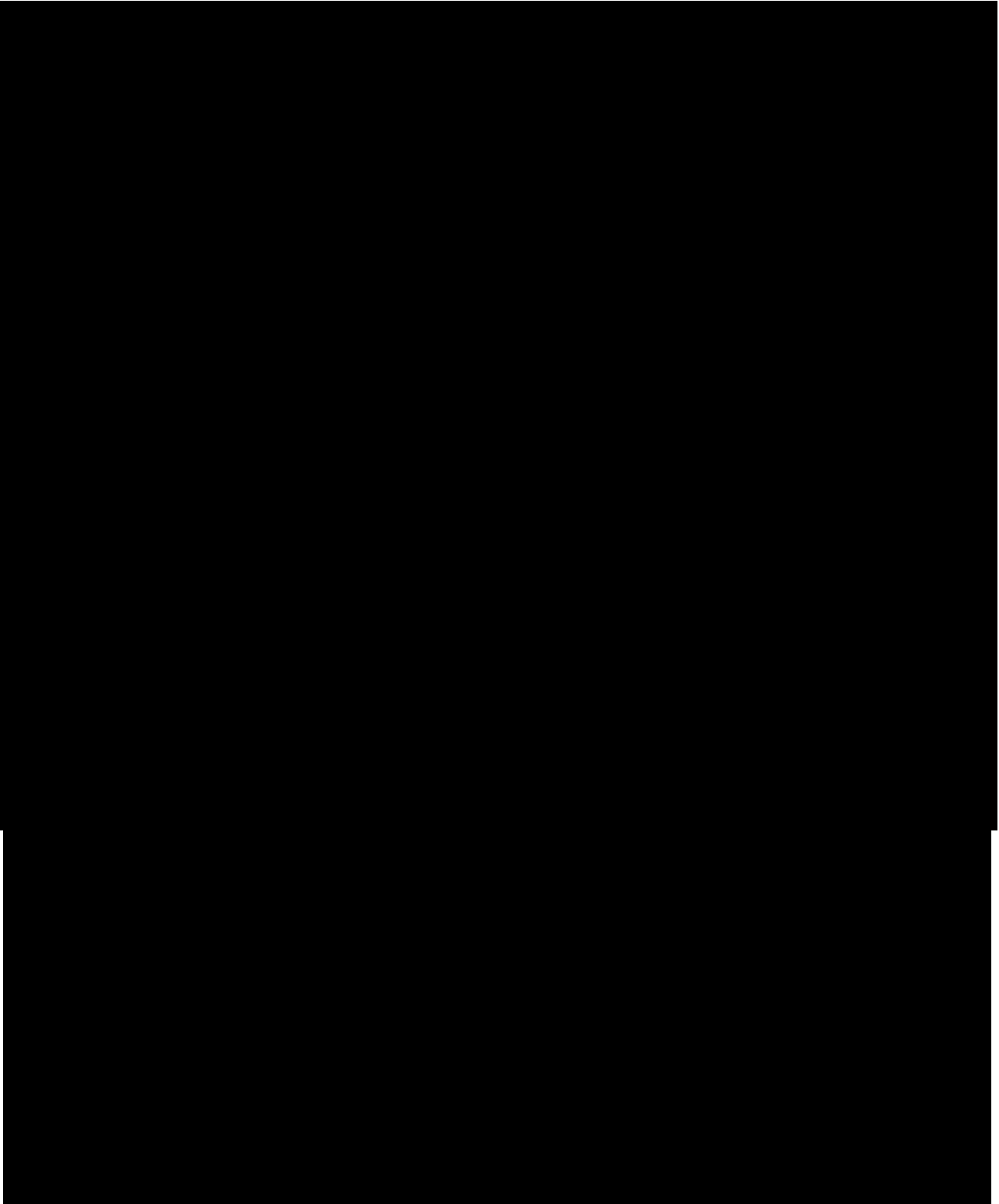




This represents the status at the time of signature of this Consortium Agreement.

PARTY 16.3

As to Istituto per lo studio, la prevenzione e la rete oncologica 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:



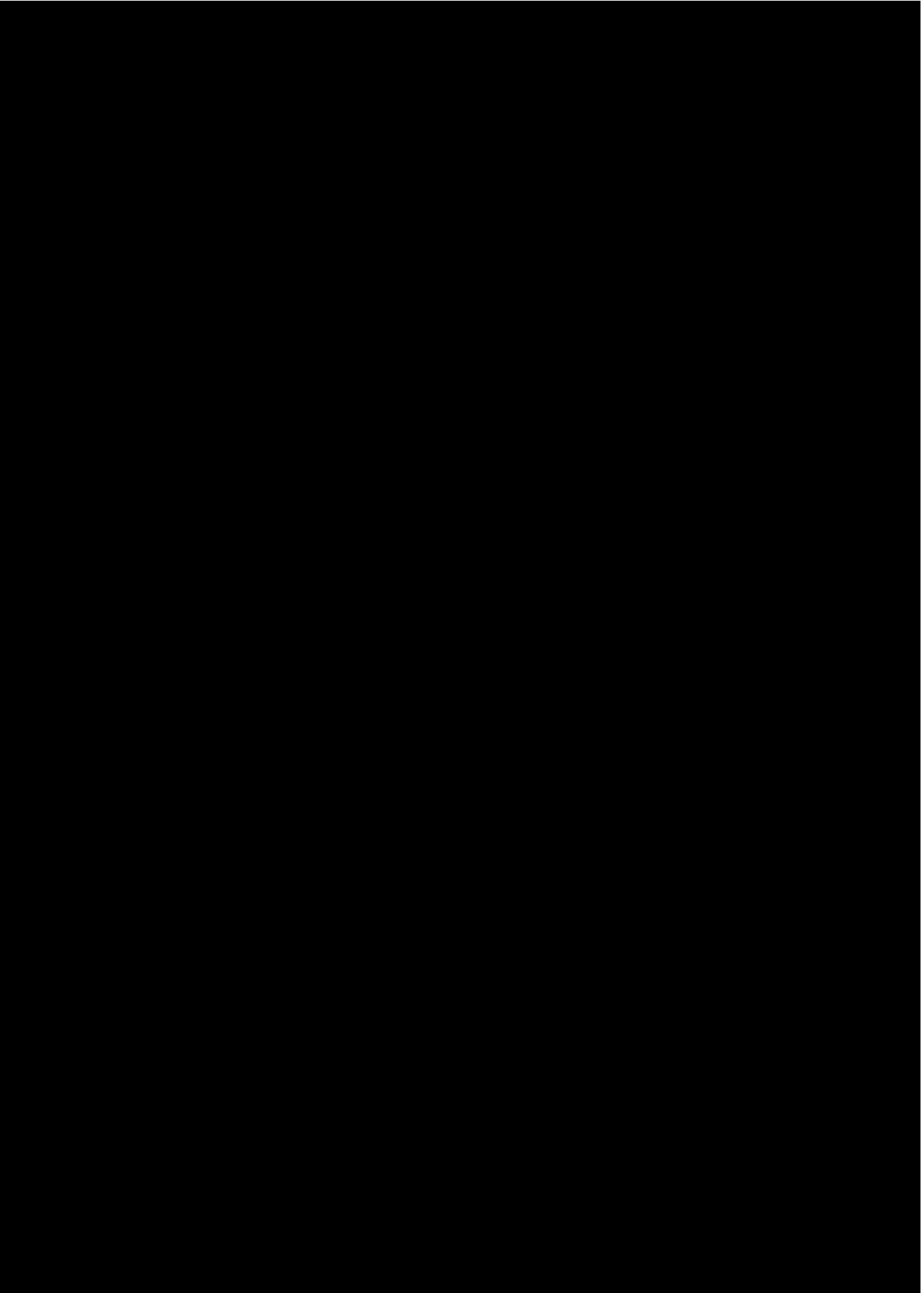
This represents the status at the time of signature of this Consortium Agreement.

PARTY 16.12

As to Fondazione IRCCS Istituto Nazionale dei Tumori, 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:

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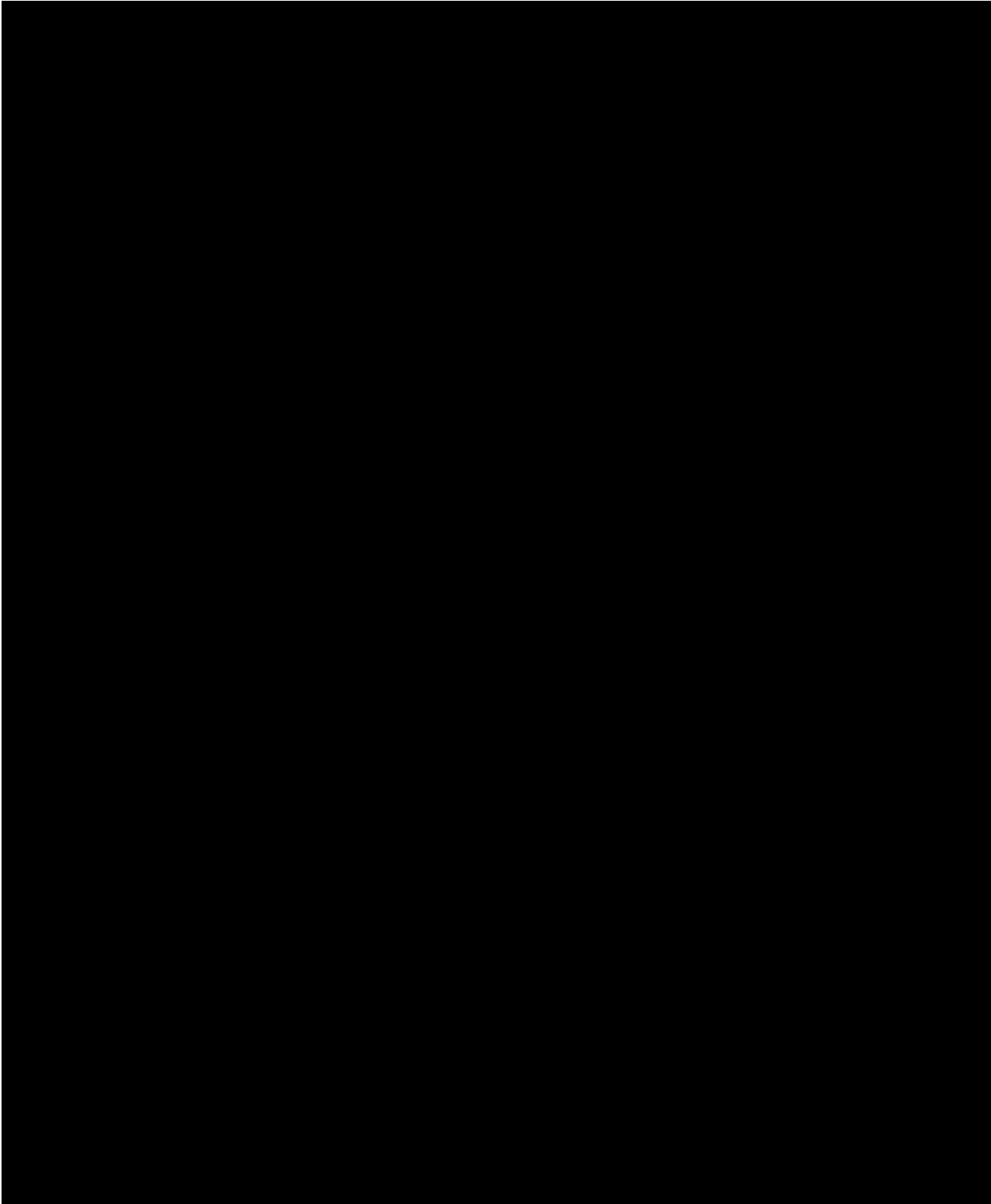
Version 1.1, November 2022



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

PARTY 23

As to the Public health agency of Sweden, 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:



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

PARTY 24.3

As to Agencia Española de Seguridad Alimentaria y Nutrición, 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:



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

PARTY 1

As to Helsedirektoratet, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Helsedirektoratet is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 1.1

As to Folkehelseinstituttet, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Folkehelseinstituttet is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 1.2

As to Kristiansand kommune, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Kristiansand kommune is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 1.3

As to Agder Fylkeskommune, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Agder Fylkeskommune is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 1.4

As to OUS, the Cancer Registry of Norway, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of OUS, the Cancer Registry of Norway, is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 2

As to Austrian National Public Health Institute, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Austrian National Public Health Institute is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 2.1

As to Austrian Agency for Health and Food Safety, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Austrian Agency for Health and Food Safety is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 3

As to Sciensano, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Sciensano is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 3.1

As to Walloon Agency for Health, Social Protection, Disability and Families, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Walloon Agency for Health, Social Protection, Disability and Families is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 3.2

As to Ghent University, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Ghent University is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 3.4

As to Katholieke Universiteit Leuven, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Katholieke Universiteit Leuven is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 3.5

As to Federal Public Service (FPS), Health, Food Chain Safety and Environment, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Federal Public Service (FPS), Health, Food Chain Safety and Environment is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 3.6

As to Institut Jules Bordet, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Institut Jules Bordet is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 4

As to National Center of Public Health and analysis, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of National Center of Public Health and analysis is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 5

As to Croatian Institute of Public Health, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Croatian Institute of Public Health is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 6

As to National Institute of Public Health, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of National Institute of Public Health is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 6.1

As to MASARYK MEMORIAL CANCER INSTITUTE, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of MASARYK MEMORIAL CANCER INSTITUTE is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 7.1

As to Vejle kommune, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Vejle kommune is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 7.2

As to Kolding kommune, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Kolding kommune is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 7.3

As to Københavns kommune, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Københavns kommune is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 7.4

As to Fødevarestyrelsen, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Fødevarestyrelsen is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 8

As to The national Institute for Health Development, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of The national Institute for Health Development is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 9

As to Finnish institute for Health and Welfare, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Finnish institute for Health and Welfare is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 9.1

As to Cancer society of Finland, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Cancer society of Finland is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 9.2

As to Filha ry (Finnish Lung Health Association), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Filha ry (Finnish Lung Health Association) is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 9.3

As to Natural resources Institute Finland, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Natural resources Institute Finland is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 9.4

As to UKK Institute, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UKK Institute is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 10

As to French Ministry of Health and Prevention, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of French Ministry of Health and Prevention is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 10.1

As to Centre Hospitalier Universitaire de Montpellier, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Centre Hospitalier Universitaire de Montpellier is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 10.4

As to French national cancer institute, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of French national cancer institute is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 10.5

As to French Network of Healthy Cities, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of French Network of Healthy Cities is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 10.6

As to Santé Publique France, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Santé Publique France is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 10.7

As to Institut national de la santé et de la recherche médicale, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Institut national de la santé et de la recherche médicale is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 10.9

As to UNICANCER, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UNICANCER is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 10.10

As to Ecole des Hautes Etudes en Santé Publique, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Ecole des Hautes Etudes en Santé Publique is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 10.11

As to Fondation Nationale des Sciences Politiques (Sciences Po), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Fondation Nationale des Sciences Politiques (Sciences Po) is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 10.12

As to CHU de la Martinique, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of CHU de la Martinique is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 10.13

As to Ministère de l'Agriculture et de la Souveraineté alimentaire, Direction générale de l'alimentation, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Ministère de l'Agriculture et de la Souveraineté alimentaire, Direction générale de l'alimentation is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 10.14

As to Health data hub, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Health data hub is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 11

As to Federal Centre for Health Education (BZgA), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Federal Centre for Health Education (BZgA) is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 11.1

As to Robert Koch Institute, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Robert Koch Institute is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 11.2

As to Max Rubner-Institut Federal Research Institute of Nutrition and Food, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Max Rubner-Institut Federal Research Institute of Nutrition and Food is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 11.3

As to Leibniz Institute for Prevention Research and Epidemiology – BIPS, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Leibniz Institute for Prevention Research and Epidemiology – BIPS is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 11.4

As to Hannover medical school, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Hannover medical school is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 12

As to Greek Ministry of Health, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Greek Ministry of Health is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 12.1

As to IDIKA SA, the Department of Electronic prescription & department general secretariat of Social Security under the Ministry of Health, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of IDIKA SA, the Department of Electronic prescription & department general secretariat of Social Security under the Ministry of Health is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 12.2

As to Institutouto Ygeias Tou Paidiou, Institute of Child Health, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Institutouto Ygeias Tou Paidiou, Institute of Child Health is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 12.3

As to DENTAL SOCIETY OF PIRAEUS, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of DENTAL SOCIETY OF PIRAEUS is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 12.4

As to CHAROKOPEIO PANEPISTIMIO, Harokopio University of Athens (HUA), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of CHAROKOPEIO PANEPISTIMIO, Harokopio University of Athens (HUA), is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 12.5

As to University of West Attica, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of University of West Attica is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 12.6

As to the National and Kapodistrian University of Athens (or N.K.U.A.), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the National and Kapodistrian University of Athens (or N.K.U.A.) is Needed by another Party for implementation of the Project (Article

16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 13

As to National Center for Public Health and Pharmacy of Hungary, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of National Center for Public Health and Pharmacy of Hungary is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 14

As to The Directorate of Health for Iceland, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of The Directorate of Health for Iceland is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 14.1

As to Development Centre for Primary Healthcare in Iceland, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Development Centre for Primary Healthcare in Iceland is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 14.2

As to National University Hospital of Iceland, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of National University Hospital of Iceland is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 14.3

As to The Prime Minister’s Office, the department of Policy and Coordination, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of The Prime Minister’s Office, the department of Policy and Coordination, is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 15

As to the HSE represented by the HSE’s National Cancer Control Programme of Ireland, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the HSE is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 15.1

As to University College Cork, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of University College Cork is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 15.2

As to the Food Safety Authority of Ireland, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the Food Safety Authority of Ireland is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 16

As to Istituto Superiore di Sanità, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Istituto Superiore di Sanità is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 16.1

As to Ministero della Salute, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Ministero della Salute is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 16.2

As to Università Cattolica del Sacro Cuore, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Università Cattolica del Sacro Cuore is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 16.4

As to Marche region, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Marche region is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 16.5

As to Calabria regione, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Calabria regione is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 16.6

As to Università degli Studi di Roma "La Sapienza", it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Università degli Studi di Roma "La Sapienza" is

Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 16.7

As to Centro di Riferimento Oncologico di Aviano, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Centro di Riferimento Oncologico di Aviano is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 16.8

As to Azienda Zero, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Azienda Zero is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 16.9

As to Università degli Studi di Torino, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Università degli Studi di Torino is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 16.10

As to Azienda Ospedaliera Città della Salute e della Scienza di Torino, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Azienda Ospedaliera Città della Salute e della Scienza di Torino is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 16.11

As to Azienda Sanitaria Locale Roma 2, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Azienda Sanitaria Locale Roma 2 is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 16.13

As to Istituto Nazionale di Riposo e Cura per Anziani INRCA, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Istituto Nazionale di Riposo e Cura per Anziani INRCA is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 17

As to Lietuvos Respublikos sveikatos apsaugos ministerija, the Ministry of Health of the Republic of Lithuania, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Lietuvos Respublikos sveikatos apsaugos ministerija, the Ministry of Health of the Republic of Lithuania, is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 17.1

As to Vilniaus universiteto ligoninė Santaros klinikos, Vilnius university hospital Santaros klinikos, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Vilniaus universiteto ligoninė Santaros klinikos, Vilnius university hospital Santaros klinikos, is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 17.2

As to Lietuvos Sveikatos mokslų universiteto ligoninė Kauno klinikos - Hospital of Lithuanian University of Health Sciences Kauno klinikos, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Lietuvos Sveikatos mokslų universiteto ligoninė Kauno klinikos - Hospital of Lithuanian University of Health Sciences Kauno klinikos, is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 18

As to Ministry of Health, St Luke's Hospital of Malta, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Ministry of Health, St Luke's Hospital of Malta is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 19

As to Medical University of Silesia, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Medical University of Silesia is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 19.1

As to City of Rybnik, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of City of Rybnik is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 19.2

As to City of Zabrze, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of City of Zabrze is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 20

As to the Ministry of Health, Portugal, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the Ministry of Health, Portugal, is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 20.1

As to Institute of Public Health of University of Porto, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Institute of Public Health of University of Porto is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 20.2

As to University of Porto, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of University of Porto is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 21

As to Romanian National institute of public health, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Romanian National institute of public health is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 22

As to Slovenian National institute of Public Health, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Slovenian National institute of Public Health is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 22.1

As to University of Ljubljana, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of University of Ljubljana is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 23.1

As to Confederation of Regional Cancer Centre, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Confederation of Regional Cancer Centre is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 24

As to FISABIO, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of FISABIO is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 24.1

As to Fundacion Instituto de Investigación Marqués de Valdecilla, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Fundacion Instituto de Investigación Marqués de Valdecilla is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 24.2

As to Institut Català d'Oncologia, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Institut Català d'Oncologia is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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.

PARTY 25

As to Public Health Center of Ministry of Health of Ukraine, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Public Health Center of Ministry of Health of Ukraine is Needed by another Party for implementation of the Project (Article 16.1 Grant Agreement and Attachment 6, 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 Grant Agreement and Attachment 6, 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 2: Accession document

ACCESSION

of a new Party to

JA-PreventNCD 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].

Helsedirektoratet (the Coordinator)

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 duly signed by the undersigned authorised representatives, it being agreed that the electronically executed and electronically transmitted signatures will have the full force and effect of original signatures.

Helsedirektoratet (the Coordinator)

Name: [NAME OF SIGNEE]

Date: _____

[the name of the new Party]

Name: [NAME OF SIGNEE]

Date: _____

Attachment 3: List of third parties for simplified transfer according to Section 8.3.2.

Party 8.1

As to University of Tartu the following third party for simplified transfer according to Section 8.3.2 has been identified: UniTartu Ventures OÜ, registry code 16124187, with its registered address at Narva mnt 18, Tartu, 51009, Estonia.

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

Party 8.1

As to University of Tartu the following entity under the same control according to Section 9.5 has been identified: UniTartu Ventures OÜ, registry code 16124187, with its registered address at Narva mnt 18, Tartu, 51009, Estonia.

Attachment 5: Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT (ONE-WAY)

1 Parties

This Non-Disclosure Agreement ("**Agreement**") is entered into on the date set forth on the signature page between:

1) [new Recipient of Confidential Information shared within the framework of the JA-PreventNCD Consortium Agreement] a [insert type of entity/corporate reg. no. or similar] organized under the laws of [insert country], having its address at [insert full street address, postal address and country] hereinafter referred to as "**the Receiving Party**" and

2) Helsedirektoratet, an executive agency and professional authority organised in Norway under the Ministry of Health and Care Services, with its registered office at Vitaminveien 4, 0483 Oslo, Norway , acting here on behalf of all the parties to the Consortium Agreement (as defined below) that share Confidential Information (as defined below), hereinafter referred to as "**the Disclosing Party**".

The Disclosing Party and the Receiving Party are herein referred to collectively as the "**Parties**" and individually as a "**Party**".

2 Background

Reference is made to the JA-PreventNCD Consortium Agreement of [DATE], between various regional and national institutions (the "**Consortium Agreement**"). The Consortium Agreement is based upon Regulation (EU) 2021/522 of the European Parliament and of the Council of 24 March 2021 establishing a Programme for the Union's action in the field of health ('EU4Health Programme') for the period 2021-2027, and on the European Commission's General Model Grant Agreement and its Annexes.

The Disclosing Party is a party to the Consortium Agreement and is thereunder bound by provisions of confidentiality and restrictions on use for certain Confidential Information (as defined below) it holds, acquires, exchanges or develops as part of the collaboration under the Consortium Agreement.

The Receiving Party is contemplating or has agreed to or will have dialogue and/or collaboration with the Disclosing Party which may involve Confidential Information.

The Receiving Party is active in the field of [insert expertise]. The Receiving Party may receive Confidential Information in the context of the Project (as defined in the Consortium Agreement).

A condition for the Disclosing Party to share Confidential Information with the Receiving Party is that the Receiving Party undertakes to observe no less strict rules on confidentiality and restrictions on use, than that which applies to the parties to the Consortium Agreement.

Helsedirektoratet and/or other Consortium Members may pass on to the Receiving Party, any Confidential Information it/they deem(s) necessary for the Project (as defined in the Consortium Agreement) on a non-exclusive basis, subject to the terms and conditions of this Agreement.

3 Purpose

The purpose of this Agreement is to define the terms and conditions under which the Receiving Party undertakes to observe the strictest secrecy regarding all Confidential Information disclosed to it concerning the Project (as defined in the Consortium Agreement), thereby preventing the Disclosing Party from breaching the confidentiality provisions applicable to it under the Consortium Agreement.

This Agreement is not intended to create any privity beyond the purpose for which it has been drawn up, and does not imply the conclusion of any other contract(s).

4 Confidentiality obligations and restrictions on use

4.1 Confidential Information

"**Confidential Information**" means all information in whatever form or mode of communication, which is disclosed by the Disclosing Party to the Receiving Party in connection with the Project (as defined in the Consortium Agreement), during its implementation and which has been explicitly marked as "confidential", "privileged", "secret" or similar at the time of disclosure, or when disclosed orally, from the moment when the Receiving Party is told that such information is confidential provided that the confidential status of such orally transmitted data shall be confirmed by the Disclosing Party to be confidential in writing within 15 calendar days from oral disclosure.

4.2 Restrictions on use

The Receiving Party hereby undertakes, in addition and without prejudice to any commitment on non-disclosure under any other agreement, for the duration of this Agreement (clause 5 below):

- (i) not to use Confidential Information otherwise than for the sole purpose for which it was disclosed and if in doubt, for the purpose of collaboration or dialogue concerning the Project (as defined in the Consortium Agreement);
- (ii) not to disclose Confidential Information to anyone other than its employees, directors or consultants without the prior written consent from the Disclosing Party;
- (iii) to ensure that such internal sharing of Confidential Information by the Receiving Party shall take place on a strict need-to-know basis; and
- (iv) to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Receiving Party 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 Receiving Party 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 Receiving Party complies with the confidentiality obligations herein contained with respect to such copy.

4.3 Responsibility for others

The Receiving Party shall be responsible for the fulfilment of the obligations in this Agreement on the part of its employees, directors, officers and consultants or third parties engaged by it in the Project (as defined in the Consortium Agreement) and who receive Confidential Information.

The Receiving Party shall keep updated at all times, a list of persons who has received Confidential Information, which list shall be disclosed to the Disclosing Party upon request.

4.4 Limitations

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Receiving Party's obligations hereunder;
- the Disclosing Party subsequently informs the Receiving Party that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Receiving Party without any obligation of confidentiality by a third party who is to the best knowledge of the Receiving Party in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is, under the Consortium Agreement, foreseen by provisions of the Grant Agreement (as defined in the Consortium Agreement);
- the Confidential Information, at any time, was developed by the Receiving Party completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Receiving Party prior to disclosure, or
- the Receiving Party 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 clause 4.7 hereunder.

4.5 No warranty

It is hereby agreed and acknowledged that Helsedirektoratet and/or other Consortium Members give no warranty regarding the Confidential Information it passes on to the Receiving Party, in particular as regards its relevance, correctness or completeness for the Project (as defined in the Consortium Agreement). Neither the Disclosing Party, nor any of its representatives such as employees, directors or consultants, shall have any liability (except for fraud and wilful misconduct) to the Receiving Party or any other person resulting from the furnishing or use of the Confidential Information or any other information supplied in connection with the Project (as defined in the Consortium Agreement).

All Confidential Information disclosed to the Receiving Party, and any and all copies that may have been made thereof, remain in the ownership of the Disclosing Party.

4.6 Information of breach

The Receiving Party shall apply the same degree of care with regard to the Confidential Information received by it as with its own confidential and/or proprietary information, but in no case less than reasonable care.

The Receiving Party shall promptly inform the Disclosing Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse. Furthermore, the Receiving Party agrees to take immediate and appropriate steps to mitigate any risks stemming from such unauthorized disclosure, misappropriation, or misuse. This may include, but is not limited to, cooperating with the Disclosing Party in any legal or protective measures deemed necessary to protect the Confidential Information and prevent further unauthorized disclosure, misappropriation, or misuse.

4.7 Forced disclosure

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

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

5 Duration

This Agreement applies from the date it is entered into (set forth on the signature page hereof). It shall continue to apply until the earliest to occur of

- 1) the 15 year anniversary of the signature date hereof,
- 2) the date upon which the Confidential Information becomes officially known (otherwise than through the breach of the terms of this Agreement or any other terms of confidentiality).

Any early termination pursuant to item 2) above, only applies to the applicable part of Confidential Information.

6 Breach

The Receiving Party shall be liable to the Disclosing Party for any cost, loss, expenses, damages or loss suffered or penalties incurred by the Disclosing Party as a result of a breach by the Receiving Party of the terms hereof. A breach by the Receiving Party of the terms of this Agreement may also constitute a breach by the Disclosing Party of its obligations under the Consortium Agreement, for which the Receiving Party shall indemnify and hold the Disclosing Party harmless.

The Parties agree that monetary damages may not be a sufficient remedy for breach and that the Disclosing Party is entitled to seek specific performance or other injunctive or equitable relief as remedy for breach.

7 Miscellaneous

7.1 No transfer

The Receiving Party may not assign, novate or otherwise transfer this Agreement or any or all of its rights and obligations hereunder.

7.2 Validity

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

7.3 Conflicts of interest

[Where appropriate, when the Receiving Party is an individual rather than an institution, include non-conflict of interest clause as follows:] [Short form name] declares not to have any conflict of interest in relation to the purpose of this Non-Disclosure Agreement, and undertakes to promptly inform the Disclosing Party should a conflict of interest arise or become apparent. In such case, [short form name], in consultation with the Disclosing Party, will take any and all measures necessary to remove or appropriately manage the conflict of interest.

8 Governing law and jurisdiction

8.1 Applicable law

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

8.2 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

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

This Non-Disclosure Agreement has been duly signed by the undersigned authorised representatives, it being agreed that the electronically executed and electronically transmitted signatures will have the full force and effect of original signatures.

The Receiving Party

[INSERT NAME OF THE NEW RECIPIENT OF CONFIDENTIAL INFORMATION]

Name: [NAME OF SIGNEE]

Date: _____

The Disclosing Party

ON BEHALF OF THE PARTIES TO THE CONSORTIUM AGREEMENT

Pursuant to the mandate to sign non-disclosure agreements on their behalf, as set out in Section 6.4.4 of the Consortium Agreement,

Helsedirektoratet (the Coordinator (as defined in the Consortium Agreement))

Name: [NAME OF SIGNEE]

Date: _____

Attachment 6: Regulation on Results and Background

