Consortium Agreement

CCI4EU

Version 5 – October 12th, 2023

(Based on DESCA – Model Consortium Agreement for Horizon Europe, version 1, December 2021)

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as "Horizon Europe Regulation"), and on the European Commission's General Model Grant Agreement and its Annexes, and is made on 1st of May 2023, hereinafter referred to as the Effective Date

BETWEEN:

The Beneficiaries:

ORGANISATION OF EUROPEAN CANCER INSTITUTES – EEIG (OECI), Rue d'Egmont 11, Brussels 1000, Belgium, the Coordinator,

EUROPEAN ORGANISATION FOR RESEARCH AND TREATMENT OF CANCER AISBL (EORTC), Avenue E. Mounier 83, Brussels 1200, Belgium,

CENTRE INTERNATIONAL DE RECHERCHE SUR LE CANCER INTERNATIONAL AGENCY FOR RESEARCH ON CANCER (IARC), PIC 999520496, the cancer research agency of the World Health Organization (WHO), located at 25 Avenue Tony Garnier, CS 90627 - 69366 LYON CEDEX 07, France,

DIGITAL INSTITUTE FOR CANCER OUTCOMES RESEARCH – EEIG (DIGICORE), Rue D'Egmont 11, Brussels 1000, Belgium,

FONDAZIONE IRCCS ISTITUTO NAZIONALE DEI TUMORI (INT), Via Venezian 1, Milan 20133, Italy,

FUNDACIÓ PRIVADA INSTITUT D'INVESTIGACIO ONCOLÒGICA DE VALLHEBRON (VHIO), Calle Nazaret 115-117, Barcelona 08035, Spain,

INSTITUT GUSTAVE ROUSSY (IGR), Rue Camille Desmoulins 39, VILLEJUIF 94805, France

DEUTSCHES KREBSFORSCHUNGSZENTRUM HEIDELBERG (DKFZ), Im Neuenheimer Feld 280, Heidelberg 69120, Germany,

DEUTSCHE KREBSGESELLSCHAFT EV (DKG), Kuno Fischer Strasse 8, Berlin 14057, Germany,

ALLEANZA CONTRO IL CANCRO (ACC), Via Giorgio Ribotta 5, Roma 00144, Italy,

OSLO UNIVERSITETSSYKEHUS HF (OUS), Kirkeveien 166 Tarnbygget, Oslo 0450, Norway

INSTITUT CURIE (INSTITUT CURIE), rue d'Ulm 26, Paris 75005, France

KAROLINSKA INSTITUTET (KI), Nobels Vag 5, Stockholm 17177, Sweden

MASARYKUV ONKOLOGICKY USTAV (MOU), in Zluty Kopec 7, Brno 656 53, Czech Republic

TECHNISCHE UNIVERSITÄT DRESDEN (TUD), Helmholtzstrasse 10, Dresden 01069, Germany

UNICANCER, 101 Rue De Tolbiac, Paris 75013, France,

LUXEMBOURG INSTITUTE OF HEALTH (LIH), 1a Rue Rue Thomas Edison, Strassen 1445, Luxembourg

SCIENSANO, Juliette Wytsmanstraat 14, Elsene 1050, Belgium

NARODOWY INSTYTUT ONKOLOGII IM. MARII SKLODOWSKIEJ-CURIE - PANSTWOWY INSTYTUT BADAWCZY (NIO-PIB), UL. W K Roentgena 5, Warszawa 02-781, Poland,

European School of Oncology - ESO, Via Filippo Turati 29, Milano 20121, Italy

Orszagos Onkologiai Intezet (OOI), Rath Gyorgy Utca 7-9., Budapest 1122, Hungary

NETHERLANDS COMPREHENSIVE CANCER ORGANISATION (IKNL), whose administrative offices are at Godebaldkwartier 419, 3511 DT Utrecht, The Netherlands, in this matter duly represented by prof. dr. M.A.W. Merkx, Chairman of the Board

EUROPEAN CANCER PATIENT COALITION (ECPC), Avenue Des Arts 6, Bruxelles 1210, Belgium

EUROPEAN CANCER ORGANISATION (E.C.O.), Rue De La Science 41, Bruxelles 1040, Belgium,

NARODOWY INSTYTUT ZDROWIA PUBLICZNEGO PZH – PANSTWOWY INSTYTUT BADAWCZY (NIZP PZH PIB), Chocimska 24, Warszawa 00791, Poland

LATVIJAS UNIVERSITATE (LU), Rainis Boulevard 19, Riga 1586, Latvia,

Ministry for Health - Government of Malta (MFH), Palazzo Castellania, Merchants Street 15, Valletta VLT 1171, Malta,

hereinafter, jointly or individually, referred to as “Beneficiary” or “Beneficiaries”

relating to the Action entitled

COMPREHENSIVE CANCER INFRASTRUCTURES 4 EUROPE

in short

CCI4EU

hereinafter referred to as “Project”

WHEREAS:

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

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

The definitions below complement and supplement what is already in the Grant Agreement.

1.2 Additional Definitions

Confidential information

All information in whatever form or mode of communication, which is disclosed by a Beneficiary (the "Disclosing Beneficiary") to any other Beneficiary(the "Recipient") in connection with the Project during its implementation and which 1) has been explicitly marked as "confidential" at the time of disclosure, or 2) 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 Beneficiary , is "Confidential Information".

Consortium Body

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

Consortium Plan

Consortium Plan means the description of the Action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the General Assembly.

Coordination and Support Action (CSA)

Means the type of funding scheme for Horizon Europe programme.

Defaulting Beneficiary

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

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 Beneficiary would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

For Exploitation of own Results:

Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

Project Management Office (PMO) is composed by the OECI Grant Office including an experienced dedicated project manager.

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Software

Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

2 Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Beneficiaries, in particular concerning the organisation of the work between the Beneficiaries, the management of the Project and the rights and obligations of the Beneficiaries 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 Beneficiary 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 Beneficiary to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Beneficiary and the Coordinator in accordance with the decision of the General Assembly. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

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

However, this Consortium Agreement or the participation of one or more Beneficiaries to it may be terminated earlier in accordance with the terms of this Consortium Agreement and the Grant 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 Beneficiary/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 Beneficiary leaving the Project incurred prior to the date of termination, unless otherwise agreed between the General Assembly and the leaving Beneficiary. This includes the obligation to provide all necessary input, deliverables and documents for the period of the leaving Beneficiary's participation in the Project.

4 Responsibilities of the Beneficiaries

4.1 General principles

Each Beneficiary undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all 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 Beneficiary undertakes to notify promptly the Granting Authority and the other Beneficiaries, in accordance with the governance structure of the Project, of any significant information, fact, problem or delay likely to affect the Project.

Each Beneficiary 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 Beneficiary shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Beneficiaries.

Each Beneficiary shall ensure that its work on the Project complies fully with all applicable local, government and international laws, regulations and guidelines which are effective during the period of the Grant Agreement, including those governing health and safety, data protection, and where relevant, good clinical practice. In this regard, each Beneficiary shall maintain the confidentiality, in accordance with the applicable laws, regulations and guidelines.

4.2 Breach

In the event that the General Assembly identifies a breach by a Beneficiary 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 Beneficiary appointed by the General Assembly, will give formal notice to such Beneficiary requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Beneficiary.

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 Beneficiary to be a Defaulting Beneficiary and to decide on the consequences thereof which may include termination of its participation.

4.3 Involvement of third parties

A Beneficiary that enters into a subcontract or otherwise involves third parties - including but not limited to Affiliated Entities or other Participants – in the Project remains solely responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. Such Beneficiary has to ensure that the involvement of third parties does not affect the rights and obligations of the other Beneficiaries under this Consortium Agreement and the Grant Agreement, notably regarding Background and Results.

4.4 Specific responsibilities regarding data protection

Where necessary, the Beneficiaries 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 and relevant national or international data protection law applicable to said Beneficiary) within the scope of the performance and administration of the Project and of this Consortium Agreement.

In particular, the Beneficiaries shall, where applicable, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place. The Beneficiaries agree to involve personnel in data processing that are trained and instructed to ensure the adequate security and confidentiality of the personal data processed. Notwithstanding the foregoing, where such additional agreement is deemed necessary and involving IARC, such agreement shall be subject to and in accordance with the provisions of section 11.9 (paragraph 11.9.5 refers in particular).

Each Beneficiary is solely responsible for complying with the provisions on the protection of personal data provided for in the GDPR and/or any relevant national or international data protection law applicable to said Beneficiary. Each Beneficiary must comply with the obligations arising therefrom, adopting the appropriate technical and organisational measures to ensure an appropriate level of security.
Personal data of employees, collaborators and in any case of any subject operating in the name and on behalf of each Beneficiary (name, company e-mail address, etc.), shall be processed by the other Beneficiary solely for purposes strictly related and functional to the establishment and execution of the contractual relationship governed by this Consortium Agreement, as well as to fulfil any legal or regulatory obligations.
The Beneficiaries agree to involve personnel in data processing that are trained and instructed to ensure the adequate security and confidentiality of the personal data processed.

4.5 Affiliated Entities

The Beneficiaries must ensure that all their obligations under this Agreement also apply to their Affiliated Entities. Breaches by Affiliated Entities will be handled in the same manner as breaches by Beneficiaries. Recovery of undue amounts will be handled through the Beneficiaries. If the Granting Authority requires joint and several liability of Affiliated Entities, they must sign the declaration set out in Annex 3a of the Grant Agreement and may be held liable in case of enforced recoveries against their Beneficiaries (see Article 22.2 and 22.4 of the GA).

5 Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Beneficiary 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 Beneficiary shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Beneficiary granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Beneficiary (or its entities under the same control) in exercising its Access Rights.

5.2 Limitations of contractual liability

No Beneficiary shall be responsible to any other Beneficiary for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

A Beneficiary's aggregate liability towards the other Beneficiaries collectively shall be limited to once the Beneficiary's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement.

A Beneficiary'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 the relevant law or by the statute/internal regulations of the Beneficiary.

5.3 Damage caused to third parties

Each Beneficiary shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Beneficiary'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 Beneficiary shall be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure.

Each Beneficiary 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 **Coordinator,** OECI, is the legal entity acting as the intermediary among the Beneficiaries and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Beneficiary, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

The **Project Coordinator** is the OECI President who is the leader of the Project.

The **General Assembly** is the final decision-making body of the consortium for the strategic decisions. It is composed by one representative for each Beneficiary (AEs will be represented by relevant Beneficiary).

The **Executive Committee (ExCo)** is the operational committee. It involves the Project Coordinator and the representatives of the Beneficiaries acting as Workpackage Leader and Co-Leader, OECI General Manager, OECI Quality Director and Project Manager,

The **Project Management Office (PMO)** is composed by the Project Managers of the OECI Grant Office.

The **Global Stakeholders Board (GSB)** will monitor the direction of engagement activities to ensure project objectives achievement and upscaling. GSB members are selected by the ExCo and proposed for final validation to the General Assembly. GSB is structured as follows: **(i)** ***Scientific Advisory Board (SAB)*** – 6-7 prominent senior scientists/clinicians A to be critical counterparts to the project. **(ii)** *EU Cancer Action Group:* **UNCAN** - coordination: Eric Solary –INSERM - Gustave Roussy; **JANE** - Joint Action on Networks of Expertise – coordination: Paolo Giovanni Casali - INT; **CraNE** – Joint Action on Network of Comprehensive Cancer Centres: coordination: Tit Albreht – National Institute of Public Health – Slovenia; **EUonQoL** – coordination: Giovanni Apolone – INT; **ECHoS** - *National Cancer Hubs call funded projects* – coordination – *Hugo Soares*. **(iii)** *Networks:* **ERNs**, (Euracan, Eurobloodnet, Paedcan,) **(iv)** *Patients*; **(v)** *Relevant policy makers LI;* ***(vi)*** *Other relevant stakeholders' representatives.*

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Beneficiary 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	Once a year in person upon proposal of the Project Coordinator in agreement with ExCo	At any time upon request of the Executive Committee or 1/3 of the Members of the General Assembly
Executive Committee	Monthly remotely and once a year in person in conjunction with the annual General Assembly	At any time upon request of any Member of the Executive Committee in agreement with the Project Coordinator
Global Stakeholder Board	Remotely once a year together with ExCo	At any time upon request of the Executive Committee in agreement with the Global Stakeholder Board

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	30 calendar days	30 calendar days
Executive Committee	14 calendar days	7 calendar days
Global Stakeholder Board	60 calendar days	60 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	30 calendar days, 10 calendar days for an extraordinary meeting
Executive Committee	14 calendar days
Global Stakeholder Board	60 calendar days

6.2.2.4 Adding agenda items:

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

Any Member of a Consortium Body may add an item to the original agenda by written 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
Executive Committee	2 calendar days
Global Stakeholder Board	14 calendar days, 7 calendar days for an extraordinary meeting

6.2.2.5

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

Meetings of each Consortium Body may also be held by tele- or videoconference.

6.2.2.6

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.2.4.

6.2.2.7

Decisions without a meeting

Any decision may also be taken without a meeting if

a) the Project Coordinator, supported by the PMO, circulates to all Members of the General Assembly and/or Executive Committee a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Beneficiary and

b) the decision is agreed by simple majority of the Members having the voting right

The Project Coordinator, supported by the PMO, shall inform all the Beneficiaries of the outcome of the vote.

A veto according to Section 6.2.3 may be submitted up to 15 calendar days after receipt of the outcome of the vote.

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 Beneficiaries on request.

6.2.3 Voting rules and quorum

6.2.3.1

The General Assembly is composed of one representative from each Beneficiary ("Member of the General Assembly" or "Members of the General Assembly"). The General Assembly is validly constituted if the quorum is reached with the simple majority of all Members having the voting right. All decisions are taken by simple majority of the member present or represented excluding decisions to be taken unanimously on the following topics:

- Budget changes
- Entry of a new Beneficiary to the Project and approval of the settlement on the conditions of the accession of such a new Beneficiary
- Withdrawal of a Beneficiary from the Project and the approval of the settlement on the conditions of the withdrawal
- Termination of a Defaulting Beneficiary's participation in the consortium and measures relating thereto

Decisions may also be taken in virtual form by electronic vote following the criteria for voting rules excluding decisions to be taken on budget changes and inclusion of new Beneficiaries, and Beneficiary's withdrawal or termination.

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

The Executive Committee is validly constituted if the quorum is reached with the simple majority of all Members of the Executive Committee having the voting right. All decisions that do not need the approval of the General Assembly are taken by simple majority of the Members of the Executive Committee present or represented.

If the quorum is not reached, the chairperson of respectively the General Assembly and/or the Executive Committee 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 Beneficiary which the General Assembly has declared according to Section 4.2 to be a Defaulting Beneficiary cannot vote or participate in any further Consortium Body decision-making following the declaration of default nor shall their presence account for the relevant quorum.

6.2.4 Veto rights

6.2.4.1

A Beneficiary 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. Such veto shall be reasonably and duly justified.

6.2.4.2

A Beneficiary may veto decision during the meeting or within 15 calendar days after receipt of the draft minutes of the meeting. A Beneficiary that is not appointed to participate in a particular Consortium Body may veto a decision within the same number of calendar days after receipt of the draft minutes of the meeting.

6.2.4.3

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

6.2.4.4

. In case of exercise of veto, the Members, of the related Consortium Body shall make every effort to solve the matter which caused the veto to the general satisfaction of all the Beneficiaries.

6.2.4.5

A Beneficiary may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Beneficiary. The Defaulting Beneficiary may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

6.2.4.6

A Beneficiary requesting to leave the consortium cannot exercise the right of veto with regards to decisions relating thereto.

6.2.5 Minutes of meetings

6.2.5.1

The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. The chairperson shall make available the draft minutes to the Beneficiaries within 10 calendar days.

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. In case a modification is requested, the modified text must be circulated for the approval of all the Beneficiaries.

The Project Management Office shall send the accepted minutes to all the Beneficiaries, 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

Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in section 6.3.4 of this CA.

6.3.1.1.1

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

6.3.1.1.2

The Beneficiaries agree to abide by all decisions of the General Assembly. This does not prevent the Beneficiaries from exercising their veto rights, according to Section 6.2.3.1, or from submitting a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8 or 11.9, as applicable.

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 from the **Executive Committee (ExCo)** shall be validated by the General Assembly during the annual meeting or an extraordinary meeting.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

Proposals:

- changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- changes to the Consortium 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)
- budget modifications

Evolution of the consortium

- entry of a new Beneficiary to the Project and approval of the settlement on the conditions of the accession of such a new Beneficiary
- withdrawal of a Beneficiary from the Project and the approval of the settlement on the conditions of the withdrawal
- identification of a breach by a Beneficiary of its obligations under this Consortium Agreement or the Grant Agreement
- declaration of a Beneficiary to be a Defaulting Beneficiary
- Remedies to be performed by a Defaulting Beneficiary
- Termination of a Defaulting Beneficiary's participation in the consortium and measures relating thereto
- Proposal to the Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project

- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

6.3.2 Executive Committee (ExCo)

The **Executive Committee (ExCo)** is the operational committee. It involves the Project Coordinator and the representatives of the Beneficiaries acting as Workpackage Leader and Co-Leader, OECI General Manager, OECI Quality Director and Project Manager.

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

6.3.2.1 Tasks

6.3.2.1.1

The Executive Committee shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly. It may also take decisions on matters of strategic interest of the consortium/CSA (Coordination and Support Action). Those decisions and following actions must be taken to the attention of the General Assembly, even by electronic communications.

6.3.2.1.2

The Executive Committee shall seek a consensus among the Beneficiaries.

6.3.2.1.3

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

6.3.2.1.4

The Executive Committee shall monitor the effective and efficient implementation of the Project and shall likewise implement the Project effectively and efficiently.

6.3.2.1.5

In addition, the Executive Committee, supported by the dedicated project manager of the PMO, shall monitor the progress of the Project and to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly.

6.3.2.1.6

The Executive Committee shall be responsible for

- monitoring of the correct implementation of activities/tasks described in the relevant workpackages;
- revising and assessing Beneficiaries' compliance to the agreed workplan;
- revising the workplan strategy if deemed necessary to meet Grant Agreement deadlines;
- implementing a risk assessment analysis;
- supporting the Project Coordinator in preparing meetings with the Granting Authority and in preparing related data, deliverables and reports;
- preparing the content and timing of press releases and joint publications by the consortium or proposed by the Granting Authority in respect of the procedures of the Grant Agreement Article

17 and Annex 5 Section “Communication, Dissemination, Open Science and Visibility” and of Section 8 of this Consortium Agreement.

6.3.2.1.7

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 Beneficiaries concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.

6.3.3 **Project Management Office (PMO)**

The PMO supports the Coordinator and the Project Coordinator in properly managing the Project.

6.3.3.2

In particular, within the PMO the dedicated project manager shall be responsible for:

- keeping the address list of Beneficiaries and other contact persons updated and available;
- preparing draft agendas for Consortium Bodies meetings to be approved by the Project Coordinator;
- drafting minutes of the Executive Committee and General Assembly meetings to be circulated to the respective Members for approval;
- monitoring accomplishment of milestones and deliverables;
- collecting all information needed to prepare the periodical reports, prepare the first draft of reports to be discussed with the Project Coordinator and with the Executive Committee, reviewing to verify layout and consistency of reports and deliverables (including financial statements and related certifications) and specific requested documents to the Granting Authority
- transmitting, upon authorisation of the Project Coordinator, documents and information connected with the Project to any other Beneficiaries concerned;
- collecting data from Beneficiaries, prepare tables on use of resources to be assessed by the Project Coordinator and by the Executive Committee;
- providing, upon request and authorisation of the Project Coordinator, the Beneficiaries 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 Beneficiaries to present claims.

6.4 Global Stakeholder Board (GSB)

A Global Stakeholder Board (GSB) is appointed by the ExCo, upon validation by the General Assembly. It is chaired by the Project Coordinator. The GSB shall assist and facilitate the decisions made by the General Assembly giving an independent advice on the matters related to the preparatory phase and implementation of the actions related to the cancer infrastructure support or co-creation in each involved country. The suggestions of the GSB are not binding. The GSB is invited to participate in presence or virtually, to the annual General Assembly , as a non-voting participant. The PMO will provide the secretarial support to the GSB.

By way of exception to Section 6.5.3, the Beneficiaries hereby mandate the Coordinator to execute, in their name and on the behalf of the Consortium, a non-disclosure agreement (hereafter “NDA”) with each member of the GSB, in order to protect Confidential Information disclosed by any of the

Beneficiaries to any member of the GSB. The NDA for the GSB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5.

The NDA shall be concluded no later than 30 calendar days after the GSB member's nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier.

6.5 Coordinator

6.5.1 Responsibilities

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.

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Beneficiaries with their obligations under this Consortium Agreement and the Grant Agreement;
- verifying 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 Beneficiary concerned;
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2.

If one or more of the Beneficiaries is late in submission of any Project deliverable, the Coordinator may nevertheless submit the other 'Beneficiaries' Project deliverables and all other documents required by the Grant Agreement to the Granting Authority in time. In all the above activities the Coordinator will be supported by the PMO.

6.5.2

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

6.5.3

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Beneficiary or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement.

6.5.4

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

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 to all Beneficiaries according to:

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

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

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Beneficiary shall be solely responsible for justifying its costs with respect to the Project towards the Granting Authority. Neither the Coordinator nor any of the other Beneficiaries shall be in any way liable or responsible for such justification of costs towards the Granting Authority.
Each Beneficiary shall monitor compliance of its Affiliated Entities to the consortium plan and relevant budget.

7.1.3 Funding Principles

A Beneficiary that spends less than its allocated share of the budget as set out in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only.

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

Subject to a General Assembly's decision, a Beneficiary having overspent its allocated share may receive an additional share of the grant if (i) at the end of the Project the total eligible costs claimed allow a reallocation of unspent Granting Authority's contribution among the Beneficiaries and (ii) such over expenditure is accepted by the Granting Authority as a fully eligible cost.

7.1.4 Excess payments

A Beneficiary has received excess payment:

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

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

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

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.

7.1.5 Revenue

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

7.1.6 Financial Consequences of the termination of the participation of a Beneficiary

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

In addition, a Beneficiary declared to be a Defaulting Beneficiary, shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Beneficiaries in order to perform the leaving Beneficiary´s task and necessary additional efforts to fulfil them as a consequence of the Beneficiary leaving the consortium. The General Assembly should agree on a procedure regarding additional costs which are not covered by the Defaulting Beneficiary 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 Beneficiary shall before the end of the Project receive more than its allocated share of the maximum grant amount less the amounts retained by the Granting Authority for the Mutual Insurance Mechanism and for the final payment.

7.2.2 Payment schedule

The transfer of the initial pre-financing, the interim payments and final 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 Consortium Plan will be paid by the Coordinator to the Beneficiaries after receipt of payments from the Granting Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Granting Authority will be paid to the Beneficiary concerned.

The initial pre-financing received from the Granting Authority amounts to 80% - 5% Mutual Insurance Mechanism (MIM) of the total budget for the project. The Coordinator will proceed to the following payments to the Beneficiaries:

- The Coordinator will pay to each Beneficiary 60% of its budget as initial pre-financing. The Coordinator will retain 15% of the net pre-financing from each Beneficiary‘s share. This amount will be kept temporarly by the Coordinator to be used according to the work plan execution and to the partners’ needs (e.g., in case of a duly justified lack of funding to carry out the project activities) for the benefit of the project's execution. Each Beneficiary will receive from the Coordinator the retained 15% in full latest at month 18, whether or not any other Parties asks for “funding” from the retained amount from the Coordinator..

This amount does not lead to any transfer of budget among Beneficiaries, which would have to follow a separate written agreement between the Beneficiaries involved. If a Beneficiary faces a justified shortfall of funding before month 18, the coordinator will assess the earlier release the 15% to the requesting partner.

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

The Coordinator is entitled to recover any payments already paid to a Beneficiary declared as a Defaulting Beneficiary except the costs already claimed by that Beneficiary and accepted by the Granting Authority. The Coordinator is equally entitled to withhold payments to a Beneficiary when this is suggested by or agreed with the Granting Authority.

8 Results

8.1 Ownership of Results

Results are owned by the Beneficiary and/or by the Beneficiary’s researchers that generates them pursuant to each Beneficiary’s national laws or intellectual property policy. If the researchers of a Beneficiary are entitled to claim rights to the Results pursuant to applicable national laws, the Beneficiary concerned must ensure that the researchers comply with the obligations under the Grant Agreement and this Consortium Agreement.

8.2 Joint ownership

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

Unless otherwise agreed in writing under a joint ownership agreement between the involved Beneficiaries:

- 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, as applicable.

The joint owners shall agree on all protection measures and the division of related cost under a joint ownership agreement.

8.3 Transfer of Results

8.3.1

Each Beneficiary may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section “Transfer of ownership”. In the case of jointly owned Results, no such transfer of ownership may occur without the other joint owners’ formal written consent. which shall not be unreasonably withhold.

8.3.2

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

8.3.3

The transferring Beneficiary shall, however, at the time of the transfer, inform the other Beneficiaries of such transfer and shall ensure that the rights of the other Beneficiaries 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 Beneficiaries 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 Beneficiary 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 Beneficiaries 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.

Subject to the terms in the Grant Agreement and this Consortium Agreement, the Beneficiaries shall endeavour to disseminate Results by means of scientific publications, presentations at symposia, etc. All dissemination activities shall be subject to established academic standards and custom and shall be carried out in respect of the limitations set out in Sections 8.4 and 10 of this Consortium Agreement.

Authorship on publications will be based on academic standards and custom. In accordance with normal academic practice, all investigators and contributors to a publication will be acknowledged, always in compliance with recognized standards concerning publication and authorship, including the most recent "Recommendations for the Conduct, Reporting, Editing and Publications of Scholarly Work in Medical Journals" developed by the International Committee of Medical Journal Editors (ICMJE).

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 Beneficiaries including but not restricted to publications and presentations, shall be governed by the procedure of Article 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, subject to the following provisions.

Prior notice of any planned publication shall be given to the other Beneficiaries at least 15 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Beneficiary or Beneficiaries proposing the dissemination within 15 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

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

8.4.2.2

An objection is justified if

a) the protection of the objecting Beneficiary's Results or Background would be adversely affected, or

b) the objecting Beneficiary'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 Beneficiary's.

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

8.4.2.3

If an objection has been raised the involved Beneficiaries 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 Beneficiary shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

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

In the event a dispute arises over a planned publication that cannot be settled amicably within two (2) months, the Beneficiaries concerned shall refer the matter to the designated scientific experts/representatives of the Beneficiaries involved, who will address the matter in negotiations and attempt its resolution in good faith.

8.4.2.4

The objecting Beneficiary can request a publication delay of not more than 60 calendar days from the time it raises such an objection (unless the concerned Beneficiaries agreed otherwise). After 60 calendar days, or the otherwise agreed timeframe by the Beneficiaries concerned, the publication is permitted, provided that the objections of the objecting Beneficiary have been addressed.

8.4.3 Dissemination of another Beneficiary's unpublished Results, Confidential Information or Background

A Beneficiary shall not include in any dissemination activity another Beneficiary's Results, or Background without obtaining the owning Beneficiary's prior written approval, unless they are already published.

8.4.4 Cooperation obligations

The Beneficiaries undertake to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

8.4.5 Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise, the name of the Beneficiaries or any of their logos or trademarks without their prior written approval.

9 Access Rights

9.1 Background included

9.1.1

For the avoidance of doubt, all Background used in connection with the Project shall remain the property of the Beneficiary introducing the same. In Attachment 1, the Beneficiaries 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 Beneficiary may add additional Background to Attachment 1 during the Project provided they give written notice to the other Beneficiaries. However, approval of the General Assembly is needed should a Beneficiary wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

9.2.1

Each Beneficiary shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third parties property rights.

9.2.2

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

9.2.3

Access Rights needed for the performance of the work of a Beneficiary under the Project 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 Beneficiary 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 Beneficiary 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 Beneficiary's own Results shall be granted on Fair and Reasonable conditions and upon separate written agreement between the respective Beneficiaries.

Access rights to Results for non-commercialacademic research and for teaching activities shall be granted on a royalty-free basis.

9.4.2

Subject to Beneficiaries' rights as well as any legal or contractual limitations defined in Attachment 1, Access Rights to Background if Needed for Exploitation of a Beneficiary's own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions, and subject to a separate written agreement to be established between the requesting Beneficiary and the Beneficiary granting the Access Rights.

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 Beneficiary's participation in the Project.

9.5 Access Rights for entities under the same control

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

Such Access Rights must be requested by the entity under the same control from the Beneficiary that holds the Background or Results. Alternatively, the Beneficiary granting the Access Rights may individually agree with the Beneficiary requesting the Access Rights to have the Access Rights.
Entities under the same control which obtain Access Rights in return fulfil all obligations accepted by the Beneficiaries under the Grant Agreement or this Consortium Agreement as if such entities were Beneficiaries.

Access Rights may be refused to entities under the same control if such granting is contrary to the legitimate interests of the Beneficiary 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 Beneficiary with whom it is under the same control, and shall automatically terminate upon termination of the Access Rights granted to such Beneficiary.

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 Beneficiary and subject to such terms and conditions as may be agreed between the owning and receiving Beneficiaries.

9.7 Access Rights for Beneficiaries entering or leaving the consortium

9.7.1 New Beneficiaries entering the consortium

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

9.7.2 Beneficiaries leaving the consortium

9.7.2.1 Access Rights granted to a leaving Beneficiary

9.7.2.1.1 Defaulting Beneficiary

Access Rights granted to a Defaulting Beneficiary and such Beneficiary's right to request Access Rights shall cease immediately upon receipt by the Defaulting Beneficiary 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 Beneficiary

A non-defaulting Beneficiary leaving voluntarily and with the other Beneficiaries' 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 Beneficiary

Any Beneficiary leaving the Project shall continue to grant Access Rights pursuant to the Grant Agreement and this Consortium Agreement as if it had remained a Beneficiary for the whole duration of the Project.

9.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 0 are applicable also to Software.

Beneficiaries' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Beneficiary granting the Access Rights.

10 Non-disclosure of information

10.1

All information in whatever form or mode of communication, which is disclosed by a Beneficiary (the "Disclosing Beneficiary") to any other Beneficiary (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 Beneficiary, is “Confidential Information”.

10.2

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Beneficiary;
- 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 Beneficiary, 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 subject to routine_information technology back-up. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations or to keep copies of electronically exchanged Confidential Information made as a matter of routine information technology back-up provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

10.3

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third Parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

10.4

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Beneficiary 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 Beneficiary;
- 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 Beneficiary;
- 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 Beneficiaryby written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7

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

- notify the Disclosing Beneficiary, and
- comply with the Disclosing Beneficiary'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 (List of Affiliated Entities)
- Attachment 5 (Non disclosure Agreement)

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 Beneficiaries 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

No Beneficiary shall be entitled to act or to make legally binding declarations on behalf of any other Beneficiary 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 Beneficiaries.

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 Beneficiaries.

Formal notices:

If it is required in this Consortium Agreement that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Beneficiary 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 Beneficiaries arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third parties without the other Beneficiaries' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement require a separate written agreement to be signed between all Beneficiaries.

11.5 Mandatory national law

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

In particular, Masarykuv Onkologicky Ustav (MOU), is obliged under its national law to publish the text of this Consortium Agreement in an official register or official journal. MOU shall be allowed to do so provided that all personal data is omitted.

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 Beneficiaries shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this agreement and any subsequent amendments of this agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, which cannot be solved amicably, shall be finally settled by the Courts of Brussels.

11.9 Special clauses pertaining to the involvement of IARC, as part of the World Health Organization (WHO) – in line with the Data Sheet and Article 10.2 of the Grant Agreement (Participants which are international organisations)

With regard to IARC, as part of the World Health Organization (WHO) and the United Nations, an international organisation (IO) as defined under Art. 10.2 of the Grant Agreement, the provisions contained in this Section 11.9 prevail over any other provisions in this Consortium Agreement (which includes its core text, its Attachments and any other document referred to therein) and will survive the expiration or early termination of this Consortium Agreement.

11.9.1 Reference Law: Concerning IARC, any matter relating to the interpretation or application of this Consortium Agreement not covered by its terms shall be resolved by reference to the law of Belgium, supplemented, where appropriate, by the general principles governing the law of international organisations and the rules of general international law.

11.9.2 Privileges and Immunities: Nothing in this Consortium Agreement shall be interpreted as a waiver of the privileges or immunities accorded to IARC, as part of WHO, by its constituent documents or international law. In line therewith, IARC is not subject to any national or EU legislation, jurisdiction or enforcement measures.

11.9.3 Settlement of Disputes: Concerning IARC, any dispute arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Brussels if not otherwise agreed between the conflicting Beneficiaries. The award of the arbitration will be final and binding upon the Beneficiaries.

11.9.4 Regulatory Framework: Notwithstanding anything to the contrary in this Consortium Agreement, all of IARC's actions, obligations, and undertakings within and for the purpose of the Project shall be conducted, pursuant to the terms of this Consortium Agreement, subject always to IARC/WHO's statute, regulations, rules, policies and procedures, as adopted by its governing bodies (the "IARC/WHO Regulatory Framework").

11.9.5 Data Protection: Where required and applicable, IARC shall ensure an appropriate protection of personal data in accordance with the IARC/WHO Regulatory Framework. Specifically, IARC not being subject to the GDPR, it complies with the Personal Data Protection and Privacy Principles for UN System Organizations, UN-HCLM 2018 (the "UN Principles"), adopted by the UN High-Level Committee on Management at its 36th Meeting on 11 October 2018, the WHO Personal Data Protection Policy and the IARC Data Protection Policy. Where required for a Beneficiary that is subject to the GDPR for the purpose of sharing any personal data with IARC, a tailor-made legally binding and enforceable agreement (that for the Beneficiary subject to the GDPR complies with Article 46 para. 2 (a) GDPR) will be concluded between that Beneficiary and IARC, taking into account IARC's status as an international organization and privileges and immunities.

11.9.6 Administration of Funds: In line with the foregoing, funds received by IARC shall be administered in accordance with the Financial Regulations and Rules, and financial and administrative policies and procedures of IARC/WHO.

11.9.7 Audits: With regard to IARC and for the avoidance of any doubt, the "Agreement on the application of the verification clause to operations administered by the United Nations and financed or co-financed by the European Union" annexed to the "Financial and Administrative Framework

Agreement" concluded by the Union, represented by the Commission, and the United Nations on 29.04.2003 (also referred to as the "FAFA" - to which WHO adhered on the 11.12.2003), as amended with effect from 01.01.2014, prevails over this Consortium Agreement with regard to any provisions dealing with the same issues.

12 Signatures

AS WITNESS:

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

Beneficiary 1 - ORGANISATION OF EUROPEAN CANCER INSTITUTES (OECI)

Signature(s)

Name(s): Giovanni Apolone

Title(s): President

Date: 21. 11. 2023

Beneficiary 2 - EUROPEAN ORGANISATION FOR RESEARCH AND TREATMENT OF CANCER AISBL (EORTC)

Signature(s)

Name(s): [redacted]

Title(s): CEO

Date

Beneficiary 3 - CENTRE INTERNATIONAL DE RECHERCHE SUR LE CANCER (IARC)

Signature(s)

Name(s): [redacted]

Title(s): Director

Date

Beneficiary 4 - DIGITAL INSTITUTE FOR CANCER OUTCOMES RESEARCH (DIGICORE)

Signature(s)

Name(s): [redacted]

Title(s): President

Date

Beneficiary5 - FONDAZIONE IRCCS ISTITUTO NAZIONALE DEI TUMORI (INT)

Signature(s)

Name(s): [redacted]

Title(s): General Manager

Date

Beneficiary 6 - FUNDACIO PRIVADA INSTITUT D'INVESTIGACIO ONCOLOGICA DE VALLHEBRON (VHIO)

Signature(s)

Name(s): [redacted]

Title(s): Managing Director

Date

Beneficiary 7 - INSTITUT GUSTAVE ROUSSY (IGR)

Signature(s)

Name(s): [redacted]

Title(s): General Director

Date

Beneficiary 8 - DEUTSCHES KREBSFORSCHUNGSZENTRUM HEIDELBERG (DKFZ)

Signature(s)

Name(s): [redacted]

Title(s): Scientific Director and Chairman of the Management Board

Date 24. 10. 2023

Name(s): [redacted]

Title(s): Administrative Director

Date 23. 10. 2023

Beneficiary 9 - DEUTSCHE KREBSGESELLSCHAFT EV (DKG)

Signature(s)

Name(s) [redacted]

Title(s) General Secretary Deutsche Krebsgesellschaft e.V.

Date

Beneficiary 10 - ALLEANZA CONTRO IL CANCRO (ACC)

Signature(s)

Name(s): [redacted]

Title(s): Director

Date

Beneficiary 11 - OSLO UNIVERSITETSSYKEHUS HF (OUS)

Signature(s)

Name(s): [redacted]

Title(s): Head of Department, Administrative Research Support

Date

Beneficiary 12 - INSTITUT CURIE

Signature(s)

Name(s): [redacted]

Title(s): Executive Board President

Date

Beneficiary 13 - KAROLINSKA INSTITUTET (KI)

Date: Stamp of the organization

Signature _____

Name [redacted]

Title Head of Grants Office, Research Support Office

Signature _____

Name [redacted]

Title Head of Department of Oncology-Pathology

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

Signature _____

Name [redacted]

Title Principal Investigator

Department of Oncology-Pathology

Beneficiary 14 - MASARYKUV ONKOLOGICKY USTAV (MOU)

Signature(s)

Name(s): [redacted]

Title(s): Director General

Date 7. 12. 2023

Beneficiary 15 - TECHNISCHE UNIVERSITÄT DRESDEN (TUD)

Signature(s)

Name(s): [redacted]

Title(s): Head of Unit, acting on behalf of the Chancellor

Date

Beneficiary 16 - UNICANCER

Signature(s)

Name(s): [redacted]

Title(s): Administrator/President and by delegation Sophie BEAUPERE, General Director

Date

Name(s): [redacted]

Title(s): Director of Data and Partnerships

Date

Beneficiary 17 - LUXEMBOURG INSTITUTE OF HEALTH (LIH)

Signature(s)

Name(s) [redacted]

Title(s) Chief Executive Officer

Date

Name(s): [redacted]

Title(s): Chairman of the Board

Date

Beneficiary 18 - SCIENSANO

Signature(s)

Name(s): [redacted]

Title(s): Director General

Date

Beneficiary 19 - NARODOWY INSTYTUT ONKOLOGII IM. MARII SKLODOWSKIEJ-CURIE - PANSTWOWY INSTYTUT BADAWCZY (NIO-PIB)

Signature(s)

Name(s) [redacted]

Title(s) Director

Date

Beneficiary 20 - European School of Oncology (ESO)

Signature(s)

Name(s): [redacted]

Title(s): CEO

Date:

Beneficiary 21 - ORSZAGOS ONKOLOGIAI INTEZET (OOI)

Signature(s)

Name(s) [redacted]

Title(s) Director General

Date

Beneficiary 22 - NETHERLANDS COMPREHENSIVE CANCER ORGANISATION (IKNL)

Signature(s)

Name(s) [redacted]

Title(s) Chairman of the Board

Date

Beneficiary23 - EUROPEAN CANCER PATIENT COALITION (ECPC)

Signature(s)

Name(s) [redacted]

Title(s) President

Date

Beneficiary 24 - EUROPEAN CANCER ORGANISATION (E.C.O.)

Signature(s)

Name(s): [redacted]

Title(s): Chief Executive

Date

Beneficiary 25 - NARODOWY INSTYTUT ZDROWIA PUBLICZNEGO PZH – PANSTWOWY INSTYTUT BADAWCZY (NIZP PZH PIB)

Signature(s)

Name(s) [redacted]

Title(s) Director

Date

Beneficiary 26 - LATVIJAS UNIVERSITATE (LU)

Signature(s)

Name(s) [redacted]

Title(s) Vice-Rector for Natural Sciences, Technology and Medicine

Date

Beneficiary 27 - MINISTRY FOR HEALTH - GOVERNMENT OF MALTA (MFH)

Signature(s)

Name(s) [redacted]

Title(s) Permanent Secretary, Ministry for Health, Malta

Date 12. 11. 2023

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 Beneficiaries must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

BENEFICIARY 1

As to **ORGANISATION OF EUROPEAN CANCER INSTITUTES**, it is agreed between the Beneficiaries that, to the best of their knowledge, no data, know-how or information of **ORGANISATION OF EUROPEAN CANCER INSTITUTES** is needed by another Beneficiary for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

BENEFICIARY 2

As to **EUROPEAN ORGANISATION FOR RESEARCH AND TREATMENT OF CANCER AISBL**, it is agreed between the Beneficiaries that, to the best of their knowledge,

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

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

BENEFICIARY 3

As to **CENTRE INTERNATIONAL DE RECHERCHE SUR LE CANCER**, it is agreed between the Beneficiaries that, to the best of their knowledge,

the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	**Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")**	**Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")**
[redacted]	[redacted]	[redacted]

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

BENEFICIARY 4

As to **DIGITAL INSTITUTE FOR CANCER OUTCOMES RESEARCH (DIGICORE)**, it is agreed between the Beneficiaries that, to the best of their knowledge,

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

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

BENEFICIARY 5

As to **FONDAZIONE IRCCS ISTITUTO NAZIONALE DEI TUMORI**, it is agreed between the Beneficiaries that, to the best of their knowledge,

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

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

BENEFICIARY 6

As to **FUNDACIO PRIVADA INSTITUT D'INVESTIGACIO ONCOLOGICA DE VALLHEBRON**, it is agreed between the Beneficiaries that, to the best of their knowledge, No data, know-how or information of **FUNDACIO PRIVADA INSTITUT D'INVESTIGACIO ONCOLOGICA DE VALLHEBRON** is Needed by another Beneficiary for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

BENEFICIARY 7

As to **INSTITUT GUSTAVE ROUSSY**, it is agreed between the Beneficiaries that, to the best of their knowledge,

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

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

BENEFICIARY 8

As to **DEUTSCHES KREBSFORSCHUNGSZENTRUM HEIDELBERG (DKFZ)**, it is agreed between the Beneficiaries that, to the best of their knowledge,

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

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

BENEFICIARY 9

As to **DEUTSCHE KREBSGESELLSCHAFT EV**, it is agreed between the Beneficiaries that, to the best of their knowledge,

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

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

BENEFICIARY 10

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

Beneficiary

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

BENEFICIARY 11

As to **OSLO UNIVERSITETSSYKEHUS HF**, it is agreed between the Beneficiaries that, to the best of their knowledge,

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

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

BENEFICIARY 12

As to **INSTITUT CURIE**, it is agreed between the Beneficiaries that, to the best of their knowledge,

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

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

BENEFICIARY 13

As to **KAROLINSKA INSTITUTET**, it is agreed between the Beneficiaries that, to the best of their knowledge,

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

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

BENEFICIARY 14

As to **MASARYKUV ONKOLOGICKY USTAV**, it is agreed between the Beneficiaries that, to the best of their knowledge,

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

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

BENEFICIARY 15

As to **TECHNISCHE UNIVERSITAET DRESDEN**, it is agreed between the Beneficiaries that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	**Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")**	**Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")**
[redacted]		

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

BENEFICIARY 16

As to **UNICANCER**, it is agreed between the Beneficiaries that, to the best of their knowledge.

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

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

BENEFICIARY 17

As to **LUXEMBOURG INSTITUTE OF HEALTH**, it is agreed between the Beneficiaries that, to the best of their knowledge,

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

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

BENEFICIARY 18

As to **SCIENSANO**, it is agreed between the Beneficiaries that, to the best of their knowledge,

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

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

BENEFICIARY 19

As to **NARODOWY INSTYTUT ONKOLOGII IM. MARII SKLODOWSKIEJ-CURIE - PANSTWOWY INSTYTUT BADAWCZY**, it is agreed between the Beneficiaries that, to the best of their knowledge,

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

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

BENEFICIARY 20

As to **EUROPEAN SCHOOL OF ONCOLOGY (ESO)**, it is agreed between the Beneficiaries that, to the best of their knowledge,

the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Backgrounds	**Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")**	**Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")**
[redacted]		

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

BENEFICIARY 21

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

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

BENEFICIARY 22

As to **NETHERLANDS COMPREHENSIVE CANCER ORGANISATION**, it is agreed between the Beneficiaries that, to the best of their knowledge.

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

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

BENEFICIARY 23

As to **EUROPEAN CANCER PATIENT COALITION**, it is agreed between the Beneficiaries that, to the best of their knowledge,

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

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

BENEFICIARY 24

As to **EUROPEAN CANCER ORGANISATION**, it is agreed between the Beneficiaries that, to the best of their knowledge

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

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

BENEFICIARY 25

As to **NARODOWY INSTYTUT ZDROWIA PUBLICZNEGO PZH – PANSTWOWY INSTYTUT BADAWCZY**, it is agreed between the Beneficiaries that, to the best of their knowledge

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

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

BENEFICIARY 26

As to **LATVIJAS UNIVERSITATE**, it is agreed between the Beneficiaries that, to the best of their knowledge,

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

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

BENEFICIARY 27

As to **MINISTRY FOR HEALTH - GOVERNMENT OF MALTA**, it is agreed between the Beneficiaries that, to the best of their knowledge,

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

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

Attachment 2: Accession document

ACCESSION

of a new Beneficiary to

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

[OFFICIAL NAME OF THE NEW BENEFICIARYAS IDENTIFIED IN THE Grant Agreement]

hereby consents to become a Beneficiary to the Consortium Agreement identified above and accepts all the rights and obligations of a Beneficiary starting [date].

ORGANISATION OF EUROPEAN CANCER INSTITUTES (OECI)

hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the consortium starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW BENEFICIARY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

ORGANISATION OF EUROPEAN CANCER INSTITUTES

Signature(s)

Name(s)

Title(s)

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

Partner n. 1 ORGANISATION OF EUROPEAN CANCER INSTITUTES (OECI) Third Parties:

- Mother Teresa University Hospital of Tirana (Albania)
- Petre Shotadze Tbilisi Medical Academy (Georgia)

Partner n.4 DIGITAL INSTITUTE FOR CANCER OUTCOMES RESEARCH (DIGICORE) Third Parties:

- Vision Zero Cancer (Belgium)
- Veneto Institute of Oncology – IOV (Italy)
- Istituto Romagnolo per lo Studio dei Tumori "Dino Amadori" - IRST IRCCS (Italy)
- Institue de Cancérologie de l’Ouest – ICO (France)

Attachment 4: List of Affiliated entities

List of Affiliated entities to Partners:

Partner n. 1 (OECI)

- **KLINICKI BOLNICKI CENTAR SESTRE MILOSRDNICE USTANOVA (KBCSM),** VINOGRADSKA CESTA 29, ZAGREB, 10000, Croatia
- **SIHTASUTUS TARTU ULIKOOLI KLIINIKUM (TUH),** PUUSEPA 1°, TARTU, 50406, Estonia
- **INSTITUT CATALA D'ONCOLOGIA (ICO),** AV GRAN VIA DE L'HOSPITALET 199-203, L'HOSPITALET DEL LLOBREGAT, 08908, Spain
- **NACIONALINIS VEZIO INSTITUTAS (NCI),** SANTARISKIU STR. 1, VILNIUS, 08660, Lithuania
- **ONKOLOSKI INSTITUT LJUBLJANA (OI LJUBLJANA),** ZALOSKA CESTA 2, LJUBLJANA, 1000, Slovenia
- **REGION SYDDANMARK (RSYD),** DAMHAVEN 12, VEJLE, 7100, Denmark
- **G.O.C. GERMAN ONCOLOGY CENTER LIMITED (G.O.C.),** 23 KARAISKAKI STR, LIMASSOL, 3032, Cyprus
- **INSTITUTIA MEDICO-SANITARA PUBLICA INSTITUTUL ONCOLOGIC (IMSPIO),** STRADA TESTEMITEANU 30, CHISINAU, 2025, Moldova (Republic of)
- **R.E KAVETSKY INSTITUTE OF EXPERIMENTAL PATHOLOGY ONCOLOGY AND RADIOBIOLOGY OF NATIONAL ACADEMY OF SCIENCES OF UKRAINE (IEPOR),** VASYLKIVSKA STR 45, KYIV, 03022, Ukraine
- **THE PROVOST, FELLOWS, FOUNDATION SCHOLARS & THE OTHER MEMBERS OF BOARD, OF THE COLLEGE OF THE HOLY & UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN (TCD),** COLLEGE GREEN TRINITY COLLEGE, DUBLIN 2, D02 CX56, Ireland
- **GENIKO ANTIKARKINIKO OGKOLOGIKO NOSOKOMEIO ATHINON O AGIOS SAVVAS (Agios Savvas),** LEOFOROS ALEXANDRAS 171, ATHINA, 11522, Greece
- **INSTITUT JULES BORDET ASBL (INSTITUT JULES BORDET),** RUE MEYLEMEERSCH, 90, ANDERLECHT, 1070, Belgium
- **INSTITUTO PORTUGUES DE ONCOLOGIA DO PORTO FRANCISCO GENTIL, EPE (IPOPORTO),** RUA ANTONIO BERNARDINO ALMEIDA, Porto, 4200-072, Portugal
- **BIOMEDICINSKE CENTRUM SLOVENSKEJ AKADEMIE VIED, VEREJNA VYSKUMNA INSTITUCIA (BIOMEDICAL RESEARCH CENTER OF THE SLOVAK ACADEMY OF SCIENCES),** DUBRAVSKA CESTA 9, BRATISLAVA, 845 05, Slovakia
- **FONDAZIONE DEL PIEMONTE PER L'ONCOLOGIA (FPO),** STRADA PROVINCIALE KM 3,95 142, Candiolo, 10060, Italy
- **INSTITUTUL ONCOLOGIC PROF DR ION CHIRICUTA CLUJ-NAPOCA (IOCN),** STRADA REPUBLICII 34-36, CLUJ NAPOCA, 400015, Romania

- **BULGARIAN JOINT CANCER NETWORK (BJCN),** Varna, Mladost district, № 15 „Acad. Andrey Saha, Varna, 9009, Bulgaria
- **HELSINGIN JA UUDENMAAN SAIRAANHOITOPIIRIN KUNTAYHTYMÄ (HUS),** STENBACKINKATU 9, HELSINKI, 00029, Finland
- **STICHTING HET NEDERLANDS KANKER INSTITUUT-ANTONI VAN LEEUWENHOEK ZIEKENHUIS (NKI AVL),** PLESMANLAAN 121, AMSTERDAM, 1066 CX, Netherlands
- **REGION SKANE (SKANE LAN),** REGION SKANE, KRISTIANSTAD, 291 89,Sweden
- **ACADEMISCH ZIEKENHUIS MAASTRICHT (AZM),** P DEBYELAAN 25, MAASTRICHT, 6229 HX, Netherlands
- **MEDIZINISCHE UNIVERSITAET WIEN (MedUni Wien),** SPITALGASSE 23, WIEN, 1090, Austria
- **JOHANN WOLFGANG GOETHE-UNIVERSITAET FRANKFURT AM MAIN (GUF),** THEODOR W ADORNO PLATZ 1, FRANKFURT AM MAIN, 60629, Germany

Partner no. 4 (DIGICORE):

- **ISTITUTI FISIOTERAPICI OSPITALIERI (IFO)**, VIA CHIANESI 53, ROMA, 00144, Italy.

Partner no. 10 (ACC):

- **FONDAZIONE POLICLINICO UNIVERSITARIO AGOSTINO GEMELLI IRCCS (FPG),** LARGO FRANCESCO VITO 1, ROMA, 00168, Italy

Partner no. 13 (KI):

- **REGION STOCKHOLM (RS),** HANTVERKARGATAN 45, STOCKHOLM, 104 22, Sweden

Partner no. 17 (LIH)

- **INSTITUT NATIONAL DU CANCER (INC),** 1A-B, RUE THOMAS EDISON, STRASSEN, 1445, Luxembourg

Attachment 5: NDA for Global Stakeholder Board agreed under Section 6

This Non-Disclosure Agreement ("NDA") with effect from the date of the last signature ("Effective Date") is entered into and between

ORGANISATION OF EUROPEAN CANCER INSTITUTES (OECI), having its registered office in Rue d'Egmont 11, Brussels 1000, Belgium, acting on behalf of the CCI4EU Consortium and subject to the CCI4EU Consortium Agreement, the Coordinator

and

[name and surname of the person] having its principal place of business [address], the GSB member

individually referred to as a Party and collectively referred to as Parties.

Preamble:

ORGANISATION OF EUROPEAN CANCER INSTITUTES (OECI) acting as Coordinator and on behalf of the organisations which belong to the Consortium ("CCI4EU Consortium") are participating in the Action entitled " COMPREHENSIVE CANCER INFRASTRUCTURES 4 EUROPE" with the acronym "CCI4EU" (Grant Agreement number: 101103746 hereinafter referred to as "Project"), which is being funded by the European Union under its Horizon Europe Programme.

General provisions:

[name and surname] born in [Place of Birth] _____, [date of Birth] _____, and resident in _____ , agrees to participate as Recipient of Confidential Information and as member of the Global Stakeholder Board (GSB) by the CCI4EU Consortium of the Project.

Now thereof, the Parties have entered into the following Agreement

1) Definition of Confidential Information, and Exclusions

Confidential Information shall mean all information (including all oral and visual information, and all information recorded in writing or electronically, or in any other medium or by any other method) disclosed to, or obtained by the GSB member from the CCI4EU Consortium or from the Coordinator on behalf of the CCI4EU Consortium, and without prejudice to the generality of the foregoing definition shall include but not be limited to:

- secrecy on facts, information, knowledge, documents or objects of any kind related to the Project;
- any pieces of information relating to an organisation of the CCI4EU Consortium operations, processes, plans, intentions, product information, knowhow, designs, trade secrets, software, market opportunities, customers and business affairs.

2) Obligations Regarding Confidential Information

a) The GSB member shall:

- not disclose any Confidential Information to third parties;
- use any Confidential Information exclusively for the purpose of the Project and refrain from disclosing any Confidential Information to third parties;

- take reasonable security precautions as great as the precautions it takes to protect its own Confidential Information, but in any event no less than reasonable care, to keep confidential the Confidential Information and to prevent the unauthorized disclosure or access to Confidential Information to third parties;
- not disclose, reproduce, reverse-engineer, decompile, summarize and/or distribute, Confidential Information except for the purpose for which it has been disclosed, and only as otherwise provided hereunder.

b) The above shall not apply for disclosure or use of Confidential Information, if and in so far as the GSB member can prove that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the GSB member's confidentiality obligations;

- the respective Member of the CCI4EU Consortium of the Project or the Coordinator subsequently informs the GSB member in writing that the Confidential Information is no longer confidential;

- the Confidential Information is communicated to the GSB member without any obligation of confidentiality by a third party who is to the best knowledge of the GSB member in lawful possession thereof and under no obligation of confidentiality to the respective Member(s) of the CCI4EU Consortium of the Project or the Coordinator;

- the Confidential Information, at any time, was developed by the GSB member completely independently of any such disclosure by the respective Member(s) of the CCI4EU Consortium of the Project or the Coordinator;

- the GSB member can show by written record that the Confidential Information was already lawfully known to the GSB member prior to disclosure hereunder, or

- the GSB member 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 following provision: if GSB member 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:

    - o notify the Coordinator, and comply with the Coordinator's reasonable instructions to protect the confidentiality of the information;
    - o make such disclosure only to the extent it is required.

c) The GSB Member 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 GSB Member complies with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained. The GSB Member shall at any time upon request from the CCI4EU Consortium or the Coordinator, promptly return or destroy all Confidential Information that has been disclosed to the GSB Member, including all copies thereof, analysis, memoranda or other notes made by the GSB Member and to delete all information stored in a machine-readable form to the extent practically possible. The GSB Member shall certify in writing to the CCI4EU Consortium or the Coordinator that all such documents and materials are destroyed.

3) Disclaimer and Warranty

All Confidential Information disclosed under this NDA shall be and remain under the property of the owner and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the GSB Members. Nothing in this Agreement shall be deemed to grant to the GSB Members a license expressly or by implication under any patent, invention, discovery, copyright or other intellectual property right. The GSB Member hereby acknowledges and confirms that all the existing and future intellectual property rights related to the Confidential Information are exclusive titles of the owner who reserves the exclusive right to apply for registration of property rights.

No warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for Purpose of the Confidential Information nor as to the absence of any infringement of any proprietary rights of third parties. Therefore, the GSB Member shall in all cases be entirely and solely liable for the use of the Confidential Information and the CCI4EU Consortium shall not be liable in case of infringement of proprietary rights of a third party resulting from the GSB Member exercising its Access Rights. The CCI4EU Consortium shall not incur any obligation to provide, update or correct any Confidential Information.

4) Miscellaneous

a. The obligation of confidentiality in accordance with this NDA will cease after 5 years from the termination of the Project.
b. This NDA may be terminated by either Party with respect to further disclosures upon thirty (30) days prior written notice. This NDA shall automatically terminate five (5) years from its Effective Date, unless extended in separate, written amendments which shall be enclosed with this Agreement.
c. The competent Court in case of disputes is the Belgian Court of Brussels.

GSB Member	ORGANISATION OF EUROPEAN CANCER INSTITUTES (OECI)
By:	By:
Name:	Name: [redacted]
Title:	Title: President
Date:	Date: