

INVEST AFFILIATED ENTITY Agreement
(hereinafter the "Agreement")

BETWEEN

- 1.) **ECRIN EUROPEAN CLINICAL RESEARCH INFRASTRUCTURE NETWORK (ECRIN)**, located at 30 BD SAINT-JACQUES BATIMENT B, PARIS 75014, France, represented by prof. Jacques Demotes, MD, PhD, Director (hereinafter referred to as "**ECRIN**");

and

- 1.) **Masaryk University** located at Žerotínovo nám. 617/9,601 77 Brno, Czech Republic, represented by. prof. MUDr. Martin Bareš, Ph.D., Rector (hereinafter referred to as "**AFFILIATED ENTITY**").

Hereinafter referred to individually as "Party" or collectively "Parties."

WHEREAS

- A. Parties are collaborating within the scope of INVENTS (the "Project");
- B. **ECRIN** is receiving support from the European Health and Digital Executive Agency (HADEA) (the "Granting Authority") for the Project as detailed in the Grant Agreement between the Granting Authority of the one part, INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE (Inserm), PIC 999997833, established in RUE DE TOLBIAC 101, PARIS 75654, France as the coordinator of the Project, and eleven other beneficiaries, including ECRIN, on the other part (hereinafter referred to as the "Grant Agreement" or "GA"). **AFFILIATED ENTITY** is affiliated entity in the meaning of Article 8 of the GA and acknowledges that it has read and received a copy of the GA and Consortium Agreement under separate cover;
- C. **ECRIN** and **AFFILIATED ENTITY** now wish to record the terms for **AFFILIATED ENTITY**'s performance of (part) of the Project. For the avoidance of doubt, words and phrases not defined in this Agreement shall have the meaning ascribed to them in the GA;

NOW THEREFORE **ECRIN** AND **AFFILIATED ENTITY** AGREE AS FOLLOWS:

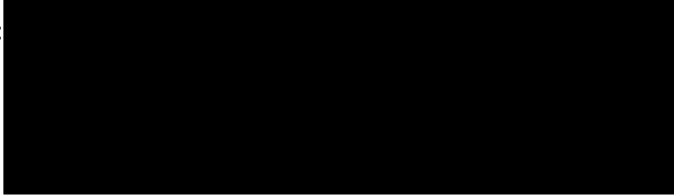
I. Entry into force, duration and termination

1. The Agreement shall come into force upon its publication in the Registry of contracts according to the Act no. 340/2015 Coll. of the Czech Republic, on special conditions for the effectiveness of some contracts, the disclosure of these contracts and the Registry of contracts, notwithstanding the date or dates hereof and shall continue until termination of the Project according to the GA. Parties acknowledge that **AFFILIATED ENTITY** is an obligated subject under the Act on the Registry of contracts. Parties declare that they agree that the Agreement and all its amendments will be published by the University in the Register of contracts under the conditions of the Act on the Register of contracts and in line with stipulations of the Article V. – *Confidentiality* of this Agreement.
2. Parties declare that the confidential parts of the Agreement and its amendments will not be published in the Register of contracts. If Parties will not disclose the Agreement or its parts in the Register of contracts under the Act on the Register of contracts, they are pursuing the mutual protection of legitimate interests.

3. This Agreement is at all times subject to the existence of the GA. In the event of early termination of the GA, **ECRIN** reserves the right to terminate this Agreement without any liability to **AFFILIATED ENTITY**. The outstanding expenditure of **AFFILIATED ENTITY** shall be dealt with in accordance with the provisions of the GA.
4. In addition, in the event that the Granting Authority shall vary/alter the terms of the GA, **AFFILIATED ENTITY** undertakes to agree to any variation in the terms of this Agreement in line with the variations to the GA, such agreement shall not to be unreasonably delayed.
5. In the event of the following defaults or events by **AFFILIATED ENTITY**, such default not being remedied within thirty (30) days of written notification by **ECRIN**, **ECRIN** shall be entitled, subject to the approval of the Granting Authority as appropriate, to terminate this Agreement with immediate effect by giving a notice in writing to **AFFILIATED ENTITY**:
 - a.) Supply of bankruptcy or a moratorium of payments or entering into a debt rescheduling arrangement;
 - b.) **AFFILIATED ENTITY**'s failure to perform its obligations under this Agreement after being requested to do so in writing;
 - c.) **AFFILIATED ENTITY** breaching any of the terms of this Agreement and failing to remedy the breach after being requested to do so by a notice in writing;
 - e.) Malperformance, negligence or willful misconduct of **AFFILIATED ENTITY**;
 - f.) Pursuant to Clause 4.1, **AFFILIATED ENTITY** provided reports not proving progress of work and/or achievements of the Project's objectives.
6. In the event of termination of the Agreement, **AFFILIATED ENTITY** is entitled to receive payments for all work and services already performed by **AFFILIATED ENTITY** to the effective date of termination, provided that **ECRIN** has previously authorized such services and commitments. Reimbursement of any payments and/or costs to **AFFILIATED ENTITY** terminate, in any case, as of termination date of this Agreement. **ECRIN** shall only refund **AFFILIATED ENTITY** for eligible, reasonable, and actual costs incurred and documented after approval.
7. **AFFILIATED ENTITY** shall refund to **ECRIN** any amounts already paid to **AFFILIATED ENTITY** in excess of the due amount under this Agreement, upon termination, as set out in this Clause. **ECRIN** is entitled, in case of termination per Clause 1. 5 above, to assign the tasks of **AFFILIATED ENTITY** under this Agreement to another party of the GA informing the Project Coordinator and the Granting Authority. **AFFILIATED ENTITY** commits to transfer any and all relevant information and/or documentation in order to allow the new affiliated entity to properly perform the tasks assigned.

II. Financial Provisions

1. In consideration of the sum of € 31.875,- (the "Sum") from the grant from the Granting Authority as detailed within the GA and further detailed in Annex 1 to this Agreement, **AFFILIATED ENTITY** agrees to undertake the program of work to be performed by **AFFILIATED ENTITY** in Work Package WP of the GA. For the avoidance of doubt, the Sum shall be used in accordance with the terms of the Grant Agreement, further specified under Annex 1 to this Agreement.

2. Payment of funding after each reporting period shall be made by **ECRIN** to **AFFILIATED ENTITY** without undue delay according to the payment scheme of the Project and no later than 15 days after receipt by **ECRIN** from the EC. Costs accepted by the EC will be paid to **AFFILIATED ENTITY**, taking into account the amounts already paid for the reporting period concerned.
3. Payments will be transferred in accordance with the bank identification onto the following account: Bank name:
Account name:
IBAN:
SWIFT:
Branch address:

4. All payments shall be considered to be advances until such time as the Granting Authority has approved and accepted the **AFFILIATED ENTITY**'s deliverables arising from the Project.
5. **AFFILIATED ENTITY** shall charge its eligible costs in accordance with the principles established in Article 6 of the GA.
6. The financial and technical performance of **AFFILIATED ENTITY** shall be open to checks, reviews, audits by **ECRIN** and the Granting Authority, the European Commission, the European Court of Auditors (ECA), the European Anti-Fraud Office (OLAF) and its appointed auditors. **AFFILIATED ENTITY** shall allow any authorized officials from the aforementioned bodies access at all reasonable times to all financial and technical information relating to **AFFILIATED ENTITY**'s role in the Project, so they can audit **AFFILIATED ENTITY**'s costs and proper implementation of action tasks. **AFFILIATED ENTITY** will observe the foregoing audit requirements for the period beyond the end of the Project specified in the GA Article 25.
7. In the event that the EC demands repayment under the GA of funding received by **AFFILIATED ENTITY**, then **AFFILIATED ENTITY** under this Agreement, upon written request from **ECRIN**, shall make such repayment forthwith, however the latest within thirty (30) days from the day **ECRIN** gives written notification to **AFFILIATED ENTITY** without undue delay of such repayment.

III. Responsibilities

1. With regard to this Agreement, as a beneficiary, **ECRIN** shall act as the sole intermediary between the coordinator and **AFFILIATED ENTITY**.
2. **AFFILIATED ENTITY** shall observe, perform and comply with all the provisions of the GA and the Projects Consortium Agreement as if it were a party thereto in so far as they relate and apply to any work to be undertaken by **AFFILIATED ENTITY** under this Agreement and which may affect **AFFILIATED ENTITY**'s performance under the GA, including but not limited to provisions of confidentiality and conflicts of interest and the Performance Obligations detailed within the GA.
3. **AFFILIATED ENTITY** shall indemnify and hold **ECRIN** harmless against and from:
 - any breach, non-observance or non-performance by **AFFILIATED ENTITY** or its employees, servants or agents of any provision of the GA in so far as they relate and apply to this Agreement or any breach, non-observance or non-performance of this Agreement; and

- any act or omission of **AFFILIATED ENTITY** or its employees, servants or agents which involves **ECRIN** in any liability under the terms of the GA.
4. **AFFILIATED ENTITY** shall use its best efforts, including proactive participation and responding in due time to requests and/or emails from any relevant party involved in the Project, to ensure the efficient implementation of the Project and correctly and timely performance of the tasks assigned to it as well as the accuracy of all information and data provided by **AFFILIATED ENTITY** (the "Results") to **ECRIN** under this Agreement. In the event of any error or omission in the Results being brought to the attention of **AFFILIATED ENTITY** by **ECRIN**, then **AFFILIATED ENTITY** undertakes to correct such error or rectify such omission as soon as practicable at **AFFILIATED ENTITY**'s sole expense. The obligation with regard to rectification and correction under this clause shall continue until the Granting Authority has accepted the final report under the GA.
 5. **AFFILIATED ENTITY** shall be solely liable for any loss, damage or injury to third parties resulting from its work under this Agreement. Any repayment and/or liability towards the Granting Authority as a consequence of non-observance, non-timely delivery or non-performance by **AFFILIATED ENTITY** of the defined milestones and deliverables as specified in Annex 1 in conjunction with the foregoing under articles III.3. shall be borne by **AFFILIATED ENTITY**.

IV. Reporting

1. According to Annex 1 of the GA, within sixty (60) days after the end of each reporting period, the coordinator shall submit a periodic report together with a financial report detailing funding allocated and a final report within sixty (60) days after the end of the Project. Therefore, **AFFILIATED ENTITY** shall provide to **ECRIN**:
 - a hard-signed copy of **AFFILIATED ENTITY**'s financial statement in the format specified under Annex 4 of the GA;
 - an overview of the progress of work towards the Project objectives, including achievements and attainment of any milestones and deliverables identified in Annex I. This report should include the differences between work expected to be carried out in accordance with Annex I and that actually carried out;
 - an explanation of the use of resources;
2. **ECRIN** shall be responsible for submitting **AFFILIATED ENTITY**'s financial statement at the end of each reporting period via the European Commission's electronic exchange system. **ECRIN** shall provide **AFFILIATED ENTITY** with a digital copy of the financial statement submitted on its behalf.
3. Additionally, upon request from **ECRIN**, **AFFILIATED ENTITY** shall provide to **ECRIN** an overview of the progress of work and budget consumption in a format formerly agreed upon by both parties. Confidentiality During the Project and for a period of five (5) years after its completion as established in the GA, the participants undertake to preserve the confidentiality of confidential information.

V. Intellectual property Rights, use and dissemination

The rules concerning Intellectual Property Rights (Foreground, Background), the use and dissemination are based on Article 16 of the GA. Regarding Intellectual Property Rights, **ECRIN** will

treat **AFFILIATED ENTITY** as if **AFFILIATED ENTITY** will have the status of a "beneficiary" as defined in the GA and will notably provide access to its Foreground and Background accordingly if applicable.

VI. Processing of personal data

1. The rules concerning processing of personal data by the Granting Authority and beneficiaries are set forth in Article 15 of the GA.
2. Each Party shall remain the controller of its personal data provided to the other Party for the purposes of this Agreement. The other party shall be entitled to handle the personal data provided solely for the purpose of the project and in accordance with the provisions of generally binding regulations and the GA.

VII. Miscellaneous

1. The Parties hereto may during the time of this Agreement modify, vary or alter any of its provisions. This Agreement and its Annexes may not be altered, modified or amended except in writing, signed by duly authorized representatives of both Parties.
2. Language of this Agreement shall be English. The language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent and no rule of strict construction against either Party shall apply to any term or condition of this Agreement.
3. Headings contained in this Agreement are for reference purpose only and shall not be used to construe any provision.
4. This Agreement is governed in accordance with the GA by the applicable EU law, supplemented, if necessary, by the law of Belgium.
5. 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, as well as non-contractual claims, that cannot be settled amicably by the Parties within thirty (90) days, shall be submitted to the relevant courts.
6. In case the terms of this Agreement are in conflict with the terms of the GA or the INVEST Consortium Agreement, the terms of the latter shall prevail in the following order: 1) Grant Agreement and 2) Consortium Agreement.
7. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, it shall be ineffective to the extent of such invalidity, illegality or unenforceability, and the validity, legality and enforceability of the remaining provisions contained in this Agreement shall remain in effect and the invalid or unenforceable provision shall be deemed modified to the limited extent required to permit its validity or enforcement in a manner most closely approximating the initial intention of the Parties as expressed by initial provision.
8. This Agreement may not be assigned by **AFFILIATED ENTITY** to any third party without the prior written consent of **ECRIN**. Any such assignment or delegation shall be null and void and of no effect. In this respect, **ECRIN** shall be entitled to withhold its consent without giving reason or assuming liability. Any permitted assignee shall resume all obligations of its assigner under this Agreement.

9. The waiver by either Party of a breach of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission by either Party in exercising any right that it may have under this Agreement operate as a waiver of any breach or default by the other Party.

The Parties have caused this Agreement to be signed in duplicate by their respective authorized representatives:

ECRIN 22/4/2024



Name: prof. Jacques Demotes, MD, PhD

Position: General Director

AFFILIATED ENTITY



Name: prof. MUDr. Martin Bareš, Ph.D.

Position: Rector

Annex 1
to INVEST AFFILIATED ENTITY
Agreement

Summary Budget Plan

WP number	Direct costs	Indirect costs	Total costs
WP8 Management and knowledge transfer – Task 8.6			€ 31.875,00
			€ 31.875,00

