

# **Consortium agreement**

**HORIZON-INFRA-2023-DEV-01 (HORIZON-RIA)**



**EATRIS-Connect**

Grant Agreement No **101130349**

**SIGNATURE VERSION– 16<sup>th</sup> April 2024**

(Based on DESCA – Model Consortium Agreement for Horizon Europe)



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## CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT (hereinafter “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 **May 1<sup>st</sup> 2024**, hereinafter referred to as the Effective Date

### BETWEEN:

1. **EATRIS ERIC** (EATRIS), PIC 941506445, established in DE BOELELAAN 1118, AMSTERDAM 1081 HZ, Netherlands, the Project Coordinator
2. **SERVICIO MADRILEÑO DE SALUD** (SERMAS), PIC 999481987, established in Paseo De la Castellana, 280, MADRID 28046, Spain
3. **UNIVERZITA PALACKEHO V OLOMOUCI** (UPOL), PIC 999649506, established in KRIZKOVSKÉHO 511/8, OLOMOUC 779 00, Czech Republic
4. **ITA-SUOMEN YLIOPISTO** (UEF), PIC 991207984, established in YLIOPISTONRANTA 8, KUOPIO 70211, Finland
5. **SVEUCILISTE U ZAGREBU MEDICINSKI FAKULTET** (UZSM), PIC 999443672, established in SALATA 3, ZAGREB 10000, Republic of Croatia
6. **ISTITUTO SUPERIORE DI SANITA** (ISS), PIC 999978821, established in Viale Regina Elena 299, ROMA 00161, Italy
7. **INFARMED - AUTORIDADE NACIONAL DO MEDICAMENTO E PRODUTOS DE SAUDE IP** (INFARMED), PIC 983406274, established in AVENIDA DO BRASIL 53, LISBOA 1749 004, Portugal
8. **LUXEMBOURG INSTITUTE OF HEALTH** (LIH), PIC 998331858, established in 1AB RUETHOMAS EDISON, STRASSEN 1445, Luxembourg
9. **UNIVERZA V LJUBLJANI** (UL), PIC 999923240, established in KONGRESNI TRG 12, LJUBLJANA 1000, Slovenia
10. **SOFIA UNIVERSITY ST KLIMENT OHRIDSKI** (SU), PIC 999887641, established in BULTZAR OSVOBODITEL 15, SOFIA 1504, Bulgaria
11. **UNIVERSITETET I OSLO** (UiO), PIC 999975814, established in PROBLEMVEIEN 7, OSLO 0316, Norway
12. **UPPSALA UNIVERSITET** (UU), PIC 999985029, established in VON KRAEMERS ALLE 4, UPPSALA 751 05, Sweden

13. **COMMISSARIAT A L ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES** (CEA), PIC 999992401, established in RUE LEBLANC 25, PARIS 15 75015, France
14. **RIGAS STRADINA UNIVERSITATE** (RSU), PIC 999843118, established in Dzirciema street 16, RIGA 1007, Latvia
15. **HELSINGIN YLIOPISTO** (UH), PIC 999994535, established in YLIOPISTONKATU 3, HELSINGIN YLIOPISTO 00014, Finland
16. **STICHTING HEALTH-RI (HEALTH-RI)**, PIC 887782025, established in JAARBEURSPLEIN 6, UTRECHT 3521 AL, Netherlands
17. **ISTITUTO DI RICERCHE FARMACOLOGICHE MARIO NEGRI** (IRFMN), PIC 999661146, established in VIA MARIO NEGRI 2, MILANO 20156, Italy
18. **AIBILI ASSOCIACAO PARA INVESTIGACAO BIOMEDICA E INNOVACAO EM LUZE IMAGEM** (AIBILI), PIC 999458125, established in Azinhaga de Santa Comba, Celas, COIMBRA, Portugal
19. **THE PROVOST, FELLOWS, FOUNDATION SCHOLARS AND THE OTHER MEMBERS OF BOARD, OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN** (TCD), PIC 999845446, having its principal place of business in COLLEGE GREEN, DUBLIN 2, Ireland
20. **FUNDACIÓ HOSPITAL UNIVERSITARI VALL D'HEBRON - INSTITUT DE RECERCA** (VHIR), PIC999541642, established in PASSEIG VALL D HEBRON 119-129, EDIFICIO MEDITERRÀNEA, BARCELONA 08035, Spain

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

relating to the Action entitled

## **EATRIS-CONNECT**

in short

## **EATRIS-CONNECT**

hereinafter referred to as "Project"

## **WHEREAS:**

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

The Parties wish to collaborate on the Project on the terms and conditions set out in this Consortium Agreement and acknowledge that they are responsible for the compliance of their Affiliated Entities with the relevant provisions of the Grant Agreement and this Consortium Agreement.

The Parties 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.

### **1.2 Additional Definitions**

#### **“Background Included”**

Background Included means Attachment 1 of the Consortium Agreement identifying Background.

#### **“Background”**

Background means any data, know-how or information, whatever its form or nature, tangible or intangible, including any rights such as industrial and intellectual property rights that are held by the Parties prior to their accession to the Consortium Agreement, and which are needed to implement the Project or to exploit the Results of the Project, and which are identified by the Parties in accordance with Clause 9.1.1 or 9.1.2 of the Consortium Agreement.

#### **“Consortium Agreement”**

Consortium Agreement means this document, its attachments and any amendments hereto, (as well as any other document incorporated herein by reference), which together form integral parts of this Consortium Agreement.

#### **“Consortium Body”:**

Consortium Body means any management body described in the Governance structure section of this Consortium Agreement.

#### **“Consortium Plan”**

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

**“Data Controller”**

Data Controller means, in respect of any particular transfer of Personal Data, the Party which, alone or jointly with another Party or a Third Party, determines the purposes and means of Processing.

**“Data Protection Legislation”**

Data Protection Legislation means all laws, rules, regulations and guidelines applicable to the Processing of Personal Data, including but not limited to *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data* (“GDPR”) and other laws or regulations as updated from time to time and as applicable to each Party.

**“Data Subject”**

Data Subject means an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**“Defaulting Party”**

Defaulting Party means a Party 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.

**“Effective Date”**

Effective Date means start date of the project and entry into force of this Consortium Agreement, that being 1<sup>st</sup> of May 2024.

**Fair and Reasonable conditions”**

Fair and Reasonable conditions means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the Results or Background to which access is requested.

**“Granting Authority”**

Granting Authority means the body awarding the grant for the Project.

**“Joint Data Controllers”**

Joint Data Controllers mean where two or more Data Controllers jointly determine the purpose and means of the Processing of the Personal Data.

**“Needed”**

means:

*For the implementation of the Project:*

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, 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.

**“Personal Data”**

Personal Data means any information relating to a Data Subject. .

**“Processing”**

Processing means any operation or set of operations which is performed on Personal Data or sets of Personal Data whether or not by automated means such as the obtaining, collection, recording, organisation, structuring, storage, adaptation or, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**“Processor”**

Processor means any Party or Third Party that Processes Personal Data on behalf and according to the instructions of a Data Controller.

**“ Project Coordinator”**

Project Coordinator means EATRIS, as a legal entity identified as such in the Grant Agreement of the Project and this Consortium Agreement .

**“Results”**

Results means any (tangible or intangible) output of the Project such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the Project , as well as any rights attached to it, including intellectual and industrial property rights.

**“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.

**“Third Party”**

Third Party shall mean any other party besides Parties to this Consortium Agreement.

## **2 Section: Purpose**

The purpose of this Consortium Agreement is to specify with respect to the Project, the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

## **3 Section: Entry into force, duration and termination**

### **3.1 Entry into force**

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.

This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.



A new entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Project Coordinator. Such accession shall have effect from the date identified in the accession document, provided that such accession has been previously approved by the consortium within the General Assembly.

### **3.2 Duration and termination**

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

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

If

- the Grant Agreement is not signed by the Granting Authority or a Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

### **3.3 Survival of rights and obligations**

The provisions relating to Access Rights (Section 9), Dissemination (section 8.4.) and Non-disclosure of information (Section 10), for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the General Assembly and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period during which the leaving Party participated in the Project.

## **4 Section: Responsibilities of Parties**

### **4.1 General principles**

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to notify promptly the Granting Authority and the other Parties, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Project Coordinator to carry out its tasks and shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

Despite the provisions established in Section 5.1, each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

## **4.2 Breach**

In the event that the General Assembly identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Project Coordinator or, if the Project Coordinator is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within thirty (30) calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the General Assembly may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

If a Party is declared Defaulting Party the General Assembly will make its best efforts to find suitable arrangements for the concerned Affiliated Entity(ies).

## **4.3 Involvement of third parties**

A Party that enters into a subcontract or otherwise involves Third Parties (including but not limited to Affiliated Entities) in the Project remains responsible for carrying out its relevant part of the Project and for such Third Party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. Such Party has to ensure that the involvement of Third Parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement. To that end, Party that involves Affiliated Entities or Third Parties will conclude a written contract with those Affiliated Entities or Third Parties that ensures compliance with the provisions of the Grant Agreement and this Consortium Agreement.

In the case of subcontracting needed by a Party to carry out part of its works under the Project, such Party shall ensure that all intellectual property rights related to the subcontracted part of its work under the Project shall belong solely and exclusively to the Party and/or to the other Parties to this Consortium Agreement according to its terms. To this end, Party undertakes to obtain from its subcontractors assignment of all rights, title and interest worldwide in and to all intellectual property developed by the subcontractor for such Party, in order not to restrict the rights granted to the other Party(ies) in this Consortium Agreement.

Said Party shall ensure that its subcontractor will not claim any assignment or license that would anyhow harm the purpose of this Consortium Agreement.

## **4.4. Specific responsibilities regarding data protection**

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data* and relevant national data protection law applicable to said Party) within the scope of the performance and administration of the Project and of this Consortium Agreement.

Personal Data shall be Processed by the Parties for the purposes of the Project only where it is necessary for implementing, performing, managing and monitoring the Grant Agreement and/or the Consortium Agreement. .

Processing of Personal Data for the purposes of the Project shall be compliant with Data Protection Legislation and shall be subject to prior approval by the competent ethics committee or other body, where required by the applicable legislation and/or internal rules of each Party.

The Parties shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data Processing or data sharing takes place.

Each Party will ensure that it has in place and will observe appropriate technical and organisational measures to ensure the security of any Personal Data processed for the purposes of the Project and to guard against unauthorized or unlawful access to or Processing of the Personal Data and against accidental loss or destruction of, or damage to the Personal Data

All Parties are required to keep appropriate documentary evidence of data generation and handling when required by applicable legislation.

### ***Data processing of signatories***

In relation to the duty to provide information under Articles 13 and 14 of the GDPR, the Parties inform each other of the processing of personal data of the signatories and/or of the personal data contained in the present Agreement or in previous preparatory documents to this Agreement, for the purpose of allowing the development and fulfilment of the obligations contained herein and for the purposes of the reciprocal relations between the Parties, being the basis of the processing the fulfilment of a contractual relationship and keeping the data for as long as it remains, being able to keep them even later, until they prescribe the possible responsibilities derived from it.

The following are also reported:

- a) The respective Controllers for the processing of personal data, are each of the Parties involved.
- b) The transfer of the personal data of the participants is not foreseen, by any of the Parties, except if required it to comply with the legal and fiscal obligations of the entity.
- c) The international transfer of personal data of the signatories is not foreseen unless the other Party is from a country outside the European Economic Area (EEA), or in the event that this Agreement is signed via a platform located outside the EEA. Such transfer shall be carried out in compliance with all the requirements established by data protection regulations, and applying the guarantees and safeguards necessary to preserve their privacy.
- d) The right of access, rectification, deletion, limitation, opposition and portability can be exercised by communicating with the data protection officer (DPO) or privacy counsel of each of the Parties. Automated decision-making is not foreseen, including profiling. If they consider that the processing of their personal data violates the regulations, they can also file a complaint with the Supervisory competent authority.

## **5 Section: Liability towards each other**

### **5.1 No warranties**

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of Third Parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and

- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a Third Party resulting from any other Party ( or its entities under the same control) exercising its Access Rights.

## **5.2 Limitations of contractual liability**

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, except in case of breach of confidentiality.

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

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a willful act or gross negligence or to the extent that such limitation is not permitted by law.

## **5.3 Damage caused to third parties**

Each Party shall be solely liable for any loss, damage or injury to Third Parties resulting from the performance of the said Party's obligations by it or on its behalf under this Consortium Agreement or from its use of Results or Background.

## **5.4 Force Majeure**

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure as defined in Article 35 Grant Agreement.

Each Party will notify the General Assembly of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within six (6) weeks after such notification, the transfer of tasks - if any - shall be decided by the the General Assembly.

## **5.5. Export Control**

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement due to a restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

Each Party will notify the General Assembly of any such restriction without undue delay. If the consequences of such restriction 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 Section: Governance structure**

## **6.1 General structure**

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

**General Assembly (GA)** - The main and ultimate decision-making body of the consortium will be the General Assembly. The GA will be responsible for monitoring the Project implementation and

determining the strategy and direction of the Project. The GA will be responsible for decisions on overall financial management and resourcing, changes to Project structure and approval of additional Consortium Parties.

**Project Coordinator** is the legal entity acting as the intermediary between the Parties and the Granting Authority. The Project Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement. The Project Coordinator chairs the General Assembly.

**Project Management Office (PMO)** shall support the Project Coordinator in performing of its tasks under Grant Agreement and Consortium Agreement and it will be composed of the representatives of EATRIS. PMO will focus on the day-to-day operations including the preparation of the meetings, agendas, minutes dissemination etc.

**Steering Committee (SC)** - The Steering Committee is made up of EATRIS' Operations and Finance Director, Scientific Director, Head of Operations, Director of Digital Transformation, and all WP Leaders (WPL) and will be responsible for the day-to-day working level of the Project, communication strategies and general direction of the Project. The SC will provide operational supervision and monitoring of the Project progress (progress of project deliverables and risks) and Project budget and initiate mitigation actions, if necessary, to ensure successful delivery of the Project.

**Ethics Committee (EC)** will be responsible for ensuring compliance with relevant regulations and directives and will be instrumental to guide the Project issues related to data use and privacy. It will be composed of five international experts specialized in the ethical aspects. Nominations for membership will be submitted from the consortium Parties and the Project Coordinator ensuring a balanced composition in terms of expertise, gender and geographical distribution. Members of the EC shall be elected by the Steering Committee by M12 of the Project. The EC will advise the Coordinator and the Steering Committee and monitor project activities from the ethical perspective to ensure real time compliance and provide input into policy matters relating to ethics. EAB members will elect a chair of the Committee among them and shall be allowed to participate in project meetings upon invitation with no voting rights.

**Digital Transformation (DT) Expert Network** will be responsible for EATRIS Connect technical development and will have close contact with five EATRIS product platforms to enable efficient communication and coordination of the digital transformation activities. DT Expert Network will assess and accredit the DT resources mapped by EATRIS nodes, coordinated synergies with other research infrastructures (Ris), industry pilot users and advisors and the pancreatic cancer use case working group. Digital Transformation Expert Network will meet monthly and will be composed of digital experts from EATRIS Institutions.

The Parties acknowledge and agree that the Consortium Bodies are required to abide by the terms of this Consortium Agreement in any and all decisions of the Consortium Bodies and are not authorised to amend or change the terms of this Consortium Agreement.

## **6.2 General operational procedures for all Consortium Bodies**

### **6.2.1 Representation in meetings**

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

Any Member:

- should be present or represented at any meeting of such Consortium Body or;
- 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

Each Consortium Body shall hold regular meetings so that the Project evolution and governance are visible and transparent for all Parties and contributions are gathered and discussed in a timely fashion.

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

	Ordinary meeting	Extraordinary meeting
General Assembly (GA)	At least once a year	At any time upon written request of the Steering Committee or 1/3 of the Members of the General Assembly
Steering Committee (SC)	At least quarterly	At any time upon request of any Member of the SC
Project Management Office (PMO)	Bi-weekly	At any time upon request of any Member of the PMO
Ethics Committee	At least once a year	If necessary, the Ethics Committee may hold further meetings via teleconference on a need basis

### 6.2.2.2 Notice of a meeting

The chairperson of a Consortium Body shall give notice in writing 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	15 calendar days
Steering Committee	7 calendar days	3 calendar days
Project Management Office (PMO)	7 calendar days	3 calendar days
Ethics Committee	21 calendar days	14 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 a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
General Assembly	21 calendar days	10 calendar days
Steering Committee	7 calendar days	3 calendar days
Ethics Committee	14 calendar days	7 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 notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
General Assembly	14 calendar days	7 calendar days
Steering Committee	3 calendar days	3 calendar days
Ethics Committee	7 calendar days	5 calendar days

#### **6.2.2.5**

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

#### **6.2.2.6**

Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

#### **6.2.2.7**

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.2.5.

#### **6.2.2.8. Decisions without a meeting**

Any decision may also be taken without a meeting if

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

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

A veto according to Section 6.2.4. may be submitted up to 15 calendar days after receipt of this information. . Without any veto received within this period, the decision/outcome of the vote shall be considered as accepted.

The decision will be binding after the Project Coordinator sends a notification to all Members. The Project Coordinator will keep records of the votes and make them available to the Parties on request.

### **6.2.3 Voting rules and quorum**

#### **6.2.3.1**

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

If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within fifteen (15) calendar days.

If the quorum is not achieved at the meeting once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

#### **6.2.3.2.**

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

#### **6.2.3.3.**

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

#### **6.2.3.4.**

Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast. Abstentions from voting shall not prevent a decision from being considered as taken with specified majority.

### **6.2.4 Veto rights**

#### **6.2.4.1**

A Party which can show that its own financial resources, 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**

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

#### **6.2.4.3**

When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are sent to all Parties by e-mail.

#### **6.2.4.4.**

When a decision has been taken without a meeting a Member may veto such decision within fifteen (15) calendar days after written notification by the chairperson of the outcome of the vote.

#### **6.2.4.5.**

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

#### **6.2.4.6.**

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

#### **6.2.4.7.**

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

### **6.2.5 Minutes of meetings**

#### **6.2.5.1**

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

#### **6.2.5.2**

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

#### **6.2.5.3**

The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Project Coordinator, who shall safeguard them. If requested the Project Coordinator shall provide authenticated duplicates to Parties.



## **6.3 Specific operational procedures for the Consortium Bodies**

### **6.3.1 General Assembly**

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

#### **6.3.1.1 Members**

##### **6.3.1.1.1**

The General Assembly shall consist of one (1) representative of each Party (hereinafter General Assembly Member).

##### **6.3.1.1.2**

Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement. However, if the person who attends the meeting is not authorised by his or her institution or company to make a proposed decision on behalf of that institution or company, he or she will refer such decision to the authorised representative of his/her institution or company at the earliest time possible and will inform the Project Coordinator.

##### **6.3.1.1.3**

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

##### **6.3.1.1.4**

The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties from exercising their veto rights, according to Section 6.2.4.1., or from submitting a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

#### **6.3.1.2 Decisions**

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Steering Committee shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

#### *Content, finances and intellectual property rights*

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the 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)
- Additions to Attachment 4 (Identified entities under the same control)
- Proposal of resolution of disputes between Parties in case of persistent objection on a dissemination of Results

#### *Evolution of the consortium*

- Entry of a new Party to the consortium/Project and approval of the settlement on the conditions of the accession of such a new Party

- Withdrawal of a Party from the consortium/Project and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Granting Authority for a change of the Project 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 Steering Committee**

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

#### **6.3.2.1 Members**

The Steering Committee shall consist of the EATRIS' Operations and Finance Director, Scientific Director, Head of Operations, Director of Digital Transformation, and all WP Leaders (WPL). The Project Coordinator shall chair all meetings of the Steering Committee, unless decided otherwise by a majority of two-thirds.

#### **6.3.2.2 Minutes of meetings**

Minutes of Steering Committee meetings, once accepted, will be made available by the Project Coordinator to the General Assembly Members by request.

#### **6.3.2.3 Tasks**

##### **6.3.2.3.1**

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

##### **6.3.2.3.2**

The Steering Committee shall seek a consensus among the Parties.

##### **6.3.2.3.3**

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

##### **6.3.2.3.4**

The Steering Committee shall monitor the effective and efficient implementation of the Project.

##### **6.3.2.3.5**

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

##### **6.3.2.3.6**

The Steering Committee shall:

- support the Project Coordinator in preparing meetings with the Granting Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Granting Authority in respect of the procedures of the Grant Agreement Article 17

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

#### **6.3.2.3.7**

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

## **6.4 Project Coordinator**

### **6.4.1**

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

In performing its tasks hereunder, Project Coordinator shall be supported by Project Management Office (PMO)

### **6.4.2**

In particular, the Project Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement;
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Granting Authority
- transmitting promptly documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2.
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Project Coordinator when such copies or originals are necessary for the Parties to present claims.
- preparing the meetings, proposing decisions and preparing the agenda of General Assembly meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings

If one or more of the Parties is late in submission of any project deliverable, the Project Coordinator may nevertheless submit the other 'Parties' project deliverables and all other documents required by the Grant Agreement to the Granting Authority in time.

### **6.4.3**

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

### **6.4.4**

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

#### **6.4.5**

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

## **7 Section: 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 Project Coordinator according to:

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

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

#### **7.1.2. Justifying Costs**

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs (and those of its Affiliated Entities, if any) with respect to the Project towards the Granting Authority. Neither the Project Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Granting Authority.

#### **7.1.3. Funding Principles**

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

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

#### **7.1.4. Excess payments**

A Party has received excess payment

- a) if the payment received from the Project Coordinator exceeds the amount declared or
- b) if a Party has received payments but, within the last year of the Project, its real Project costs fall significantly behind the costs it would be entitled to according to the Consortium Plan.

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

Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority, shall be apportioned by the Project Coordinator to the remaining Parties pro rata according to their share of total costs of the Project as identified in the Consortium Budget, which amounts shall be recovered by the remaining Parties from the breaching Party immediately.

### **7.1.5. Revenue**

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

### **7.1.6. Financial Consequences of the termination of the participation of a Party**

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

In addition, a Defaulting Party shall, within the limits specified in Section 5.2. of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform the leaving Party's task and necessary additional efforts to fulfil them as a consequence of the Party leaving the consortium. The General Assembly should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

## **7.2. Payments**

### **7.2.1. Payments to Parties are the exclusive task of the Project Coordinator.**

In particular, the Project Coordinator shall:

- notify the Party 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
- transfer to a the Party the amounts due to the Party and to its Affiliated Entities and the Party will transfer the amounts due to its Affiliated Entities according to the information provided by the Coordinator
- 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 Project Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

With reference to Article 22 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount less the amounts retained by the Granting Authority for the Mutual Insurance Mechanism and for the final payment

### **7.2.2. Payment schedule**

The transfer of the initial pre-financing, the additional pre-financings (if any) and interim payments to Parties 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 Project Coordinator to the Parties 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 Party concerned.

The Project Coordinator is entitled to withhold any payments due to a Party identified by the General Assembly to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Party which has not yet signed this Consortium Agreement.

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

## **8. Section: Results**

### **8.1. Ownership of Results**

Results are owned by the Party that generates them.

If the researchers of a Party are entitled to claim rights to the Results pursuant to applicable laws, the Party concerned must ensure that its researchers shall comply with the Party's obligations under the Grant Agreement and this Consortium Agreement, in particular, but not limited to joint ownership, dissemination and Access Rights to Results.

For avoidance of any doubt, the Parties hereby acknowledge that the Results generated by UU are owned by either UU and/or the UU researchers generating the Results in accordance with the professor's privilege that applies in Swedish universities. In order to ensure that the UU researchers comply with the obligations regarding Results and Access Rights under this Consortium Agreement, UU must ensure that the individual researchers sign a consent form to this Consortium Agreement whereby they agree to be bound by the terms and conditions set forth herein

### **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:

8.2.1 Two or more Parties own Results jointly if:

(a) they have jointly generated them and

(b) it is not possible to:

(i) establish the respective contribution of each Party , or

(ii) separate them for the purpose of applying for, obtaining or maintaining their protection

8.2.2. The share of each of the joint owners to the jointly owned Results shall be defined between the joint owners proportionally to their intellectual, human and material contributions.

8.2.3. No Joint Owner shall transfer the jointly owned Result without the consent of the other Joint Owners.

8.2.4. In case of jointly owned Results, the joint owners will, as soon as possible, conclude a separate written joint ownership agreement ("Joint Ownership Agreement") on how to exercise such ownership. The terms of such Joint Ownership Agreement will be stipulated by the joint owners and will be in accordance with this Consortium Agreement, the Grant Agreement and its Annexes.

8.2.5. In the case of joint ownership, and unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and development activities and teaching on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- 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 forty-five (45) calendar days advance notice; and
  - (b) Fair and Reasonable compensation.

The joint owners shall agree on all protection measures and the division of related cost in advance.

### **8.3. Transfer of Results**

#### **8.3.1.**

Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section “Transfer of ownership”.

#### **8.3.2.**

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

#### **8.3.3.**

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (3) after signature of this Agreement requires a decision of the General Assembly.

#### **8.3.4.**

The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full forty-five (45) calendar days prior notice for the transfer as foreseen in the Grant Agreement.

#### **8.3.5.**

The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.

### **8.4. Dissemination**

#### **8.4.1.**

For the avoidance of doubt, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.4. as far as Confidential Information is involved.

## **8.4.2. Dissemination of own (including jointly owned) Results**

### **8.4.2.1.**

During the Project and for a period of one (1) year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, subject to the following provisions.

Prior notice of any action that commits the Results to publication shall be given to the other Parties at least 45 calendar days before the publication submission. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Project Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted. For the avoidance of doubt, even in the absence of an objection, Section 10 Non-disclosure of information applies to all Confidential Information.

### **8.4.2.2.**

An objection is justified if:

- (a) the protection of the objecting Party's Results or Background would be adversely affected
- (b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed, as sufficiently proven by the objecting Party, or
- (c) the publication contains Confidential Information of the objecting Party.

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

### **8.4.2.3.**

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion. Notwithstanding the aforesaid, in case of an objection under Section 8.4.2.2, item b), a Party proposing a publication shall never be required to change or amend a proposed publication in any way that affects the academic or scientific value or objectivity of the publication, unless the proposing Party agrees specifically to such change or amendment.

### **8.4.2.4.**

The objecting Party can request a publication delay of not more than ninety (90) calendar days from the time it raises such an objection. After ninety (90) calendar days the publication is permitted provided that Confidential Information, Background or Results of the objecting Party has been removed from the Publication as indicated in Section 8.4.2.3.

## **8.4.3. Dissemination of another Party's unpublished Results or Background**

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

## **8.4.4. Cooperation obligations**

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



#### **8.4.5. Use of names, logos or trademarks**

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

## **9. Section: Access Rights**

### **9.1. Background included**

#### **9.1.1.**

In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

#### **9.1.2.**

Any Party may add additional Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the General Assembly is needed should a Party wish to modify or withdraw its Background in Attachment 1.

For avoidance of doubt, under no circumstances should the withdrawal of any Background impair the implementation of the Project.

### **9.2. General Principles**

#### **9.2.1.**

Each Party 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 party property rights.

All Access Rights shall be subject to applicable laws and regulations and, when needed, subject to the applicable ethics approvals and/or internal rules of the Party granting such Access Rights.

#### **9.2.2.**

Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise in writing by all the Parties concerned.

#### **9.2.3.**

Access Rights shall be free of any administrative transfer costs.

#### **9.2.4.**

Access Rights are granted on a non-exclusive basis.

#### **9.2.5.**

Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

#### **9.2.6.**

All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

#### **9.2.7.**

The requesting Party must show that the Access Rights are Needed.

### **9.3. Access Rights for implementation**

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted during and for the purposes of the Project on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

In case of Personal Data included in the Background and/or Results the providing Party may require the execution of an additional written agreement in accordance with GDPR.

### **9.4. Access Rights for Exploitation**

#### **9.4.1. Access Rights to Results**

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions. Such Access Rights shall not automatically imply right of access to Personal Data.

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

#### **9.4.2.**

Access Rights to Background if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.

#### **9.4.3.**

A request for Access Rights may be made up to twelve (12) months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

### **9.5. Access Rights for entities under the same control**

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and 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 4 (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 Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control listed in Attachment 4. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Entities under the same control which obtain Access Rights in return fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such entities were Parties.

Access Rights may be refused to entities under the same control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any entity under the same control are subject to the continuation of the Access Rights of the Party with whom it is under the same control, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

Further arrangements with entities under the same control may be negotiated in separate agreements.

## **9.6. Additional Access Rights**

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

## **9.7. Access Rights for Parties entering or leaving the consortium**

### **9.7.1. New Parties entering the consortium**

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

### **9.7.2. Parties leaving the consortium**

#### **9.7.2.1. Access Rights granted to a leaving Party**

##### **9.7.2.1.1. Defaulting Party**

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the General Assembly to terminate its participation in the consortium.

##### **9.7.2.1.2. Non-defaulting Party**

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation.

It may request Access Rights within the period of time specified in Section 9.4.3.

#### **9.7.2.2. Access Rights to be granted by any leaving Party**

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

## **9.8. Specific Provisions for Access Rights to Software**

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

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

## **10. Section: Non-disclosure of information**

### **10.1.**

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within fifteen (15) calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, 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 five (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 Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. This shall not apply to such copies of electronically exchanged or stored Confidential Information which are necessary for routine information technology back-up. The 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 provided that the Recipients comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

## **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:

- it has the written permission (mail will suffice) from the Disclosing party to disclose it
- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

## **10.5.**

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

## **10.6.**

Each Recipient shall promptly inform the relevant Disclosing Party in writing 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 Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

## **11. Section: Miscellaneous**

### **11.1. Attachments, inconsistencies and severability**

This Consortium Agreement consists of this core text and:

Attachment 1 (Background included)

Attachment 2 (Accession document)

Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)

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

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

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

### **11.2. No representation, partnership or agency**

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

### **11.3. Formal and written notices**

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Project Coordinator.

Any change of persons or contact details shall be immediately communicated to the Project Coordinator by written notice. The address list shall be accessible to all Parties.

Formal notices:

If it is required in this Consortium Agreement (i.e. Sections 4.2, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or with receipt acknowledgement.

Written notice:

Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as e-mail with acknowledgement of receipt.

#### **11.4. Assignment and amendments**

Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any Third Party without the other Parties' prior formal approval. Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to be signed between all Parties.

#### **11.5. Mandatory national law**

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

#### **11.6. Language**

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

#### **11.7. Applicable law**

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

#### **11.8. Settlement of disputes**

The Parties shall endeavour to settle their disputes amicably.

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

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief or other non-monetary relief in any applicable competent court in any place where any unauthorised use of its Intellectual Property Rights, trade secrets or Confidential Information occurs or threatens to occur.

## **12. Section: Signatures**

### **AS WITNESS:**

The Parties 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. All executed counterparts constitute one document. The Parties agree that electronically executed and electronically transmitted signatures will have the full force and effect of an original signature.

EATRIS CONNECT Consortium Agreement, SIGNATURE version 16<sup>th</sup> April 2024

**EUROPEAN INFRASTRUCTURE FOR TRANSLATIONAL MEDICINE EATRIS ERIC (EATRIS)**

Signature:


Name:

Title:

Date:



30-Apr-2024 | 15:40 CEST




  
**SERVICIO MADRILEÑO DE SALUD (SERMAS)**

Signature:

Name:

Title:

Date:

  
  
  
23/04/2024



**UNIVERZITA PALACKÉHO V OLOMOUČI (UPOL)**

Signature:



Name:

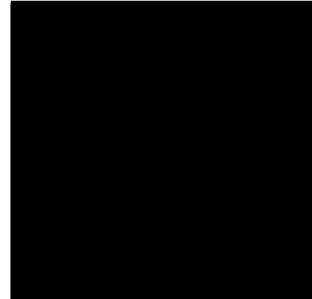
prof. MUDr. Martin Procházka, Ph.D.

Title:

Rector

Date:

17 -04- 2024



**ITA-SUOMEN YLIOPISTO (UEF)**

Signature:

Name:

Title:

Date:

23.4.2024

**SVEUCILISTE U ZAGREBU MEDICINSKI FAKULTET (UZSM)**

Signature:

Name:

Title:

Date:

Date: 2024.04.18  
15:24:06 +02'00'

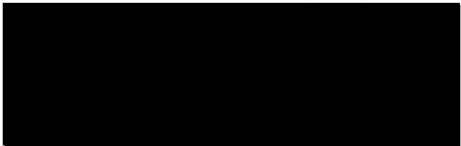
**ISTITUTO SUPERIORE DI SANITA (ISS)**

Signature:

Name:

Title:

Date:



29-4-24

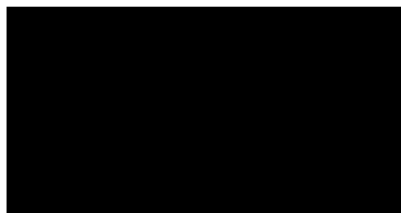
**INFARMED-AUTORIDADE NACIONAL DO MEDICAMENTO E PRODUTOS DE SAUDE IP  
(INFARMED)**

Signature:

Name:

Title:

Date:



Date: 17/04/2024

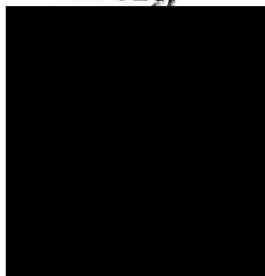
2.3030969  
L0-315

**LUXEMBOURG INSTITUTE OF HEALTH (LIH)**

Signature:

Name:

Title: CEO



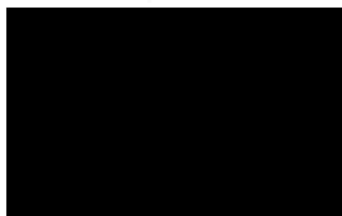
Signature:

Name:

Title: Deputy CEO

Date:

16/4/24



UNIVERZA V LJUBLJANI (UL)

Signature:

Name:

Title:

Date:

Rector

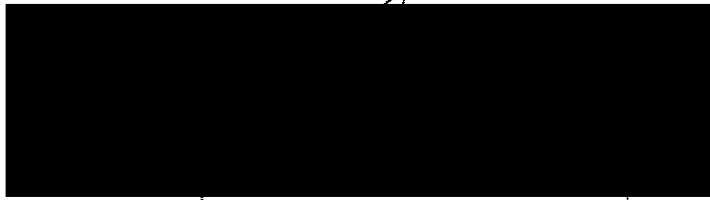
11-04-2024

**SOFIISKI UNIVERSITET SVETI KLIMENT OHRIDSKI (SU)**

Signature:

Name:

Title:



*26.04.2024*



**UNIVERSITETET I OSLO (UiO)**

Signature:

Name:

Title:

Date: 19/4 - 2024

UPPSALA UNIVERSITET (UU)

Signature:

Name:

Title:

Date: 23/04/2024

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

Signature:

Name:

Title:

Date:

27 JUN 2024

**RIGAS STRADINA UNIVERSITATE (RSU)**

Signature:

Name:

Title:

Date:

22-04-2024

**HELSINGIN YLIOPISTO (UH)**

Signature:

Name:

Title:

Date:

22/04/2024

Signature:

Name:

Title:

Date:

18.4.2024

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

Signature:

Name:

Title:

Date: April 17, 2024

**ISTITUTO DI RICERCHE FARMACOLOGICHE MARIO NEGRI (IRFMN)**

Signature:

Name:

Title:

Date:

17 APR 2024

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



Data: 2024.04.17 21:42:44+01'00'

Signature:

Name:

Title:

Date:





**THE PROVOST, FELLOWS, FOUNDATION SCHOLARS, AND THE OTHER MEMBERS OF BOARD,  
OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY OF QUEEN ELIZABETH near Dublin  
(TCD)**

Signature:

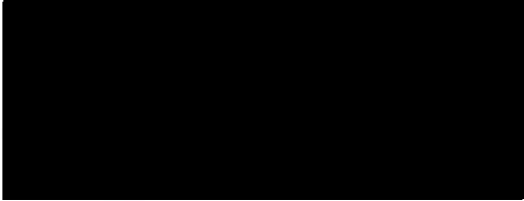
Name:

Title:

Date:

19 April 2024

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

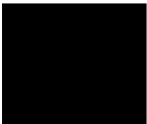
Signature: 

Name:

Title :

Date :

08/05/2024



## Attachment 1: Background included

According to the Grant Agreement (Article 24) Background is defined as “data, know-how or information (...) that is needed to implement the action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

### PARTY 1

As to **EATRIS ERIC (EATRIS)**, it is agreed between the Parties that, to the best of their knowledge, the following Background of **EATRIS** is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

<b>Describe Background</b>	<b>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”)</b>	<b>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”)</b>
<b>Regulatory Information System (RIS) Database</b>	Password protected access to the extent needed for implementation of the Action - Use according to RIS Database Terms and Policies	Free for non-commercial use  No duplication/ reproduction/ downloading rights
<b>TransMed Academy online training platform</b>	Password protected access to the extent needed for implementation of the action  Use according to platform terms and policies	Access Right to the extent that said Background is not subject to terms and conditions in other agreements that may prohibit the desired Access Right.
<b>Patient Engagement Resource Center</b>	Open access to the extent needed for implementation of the Action.  Use according to the PERC Terms and Policies	Free for non-commercial use  No duplication/reproduction rights

<b>Innovation Management Toolbox</b>	Open access to the extent needed for implementation of the Action  Use according to the IMT Terms and Policies	Free for non-commercial use No duplication/reproduction rights
<b>Sensitive Data Toolbox</b>	Open access to the extent needed for implementation of the Action  Use according to the SDT Terms and Policies	Free for non-commercial use No duplication/reproduction rights

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

## PARTY 2

As to **SERVICIO MADRILENO DE SALUD (SERMAS)** it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **SERMAS** is Needed by another Party 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.

## PARTY 3

As to **UNIVERZITA PALACKEHO V OLOMOUCI (UPOL)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **UPOL** is Needed by another Party 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.

## PARTY 4

As to **ITA-SUOMEN YLIOPISTO (UEF)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **UEF** is Needed by another Party 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.

## PARTY 5

As to **SVEUCILISTE U ZAGREBU MEDICINSKI FAKULTET (UZSM)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **UZSM** is Needed by another

Party 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.

#### **PARTY 6**

As to **ISTITUTO SUPERIORE DI SANITA (ISS)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **ISS** is Needed by another Party 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.

#### **PARTY 7**

As to **INFARMED - AUTORIDADE NACIONAL DO MEDICAMENTO E PRODUTOS DA SAUDE IP (INFARMED)**, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of **INFARMED** is Needed by another Party 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.

#### **PARTY 8**

As to **LUXEMBOURG INSTITUTE OF HEALTH (LIH)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **LIH** is Needed by another Party 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.

#### **PARTY 9**

As to **UNIVERZA V LJUBLJANI (UL)**, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of **UL** is Needed by another Party 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.

## **PARTY 10**

As to **SOFIA UNIVERSITY ST KLIMENT OHRIDSKI (SU)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **SU** is Needed by another Party 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.

## **PARTY 11**

As to **UNIVERSITETET I OSLO (UiO)**, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of **UiO** is Needed by another Party 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.

## **PARTY 12**

As to **UPPSALA UNIVERSITET (UU)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **UU** is Needed by another Party 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.

## **PARTY 13**

As to **COMMISSARIAT A L ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **CEA** is Needed by another Party 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.

## **PARTY 14**

As to **RIGAS STRADINA UNIVERSITATE (RSU)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **RSU** is Needed by another Party 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.

#### **PARTY 15**

**HELSINGIN YLIOPISTO (UH)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **UH** is Needed by another Party 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.

#### **PARTY 16**

As to **STICHTING HEALTH-RI (HEALTH-RI)**, it is agreed between the Parties that, to the best of their knowledge no data, know-how or information of **HEALTH-RI** is Needed by another Party 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.

#### **PARTY 17**

As to **ISTITUTO DI RICERCHE FARMACOLOGICHE MARIO NEGRI (IRFMN)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **IRFMN** is Needed by another Party 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”).

In principle IRFMN does not expressly exclude Access Rights to Background information.

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

#### **PARTY 18**

As to **AIBILI ASSOCIACAO PARA INVESTIGACAO BIOMEDICA E INNOVACAO EM LUZE IMAGEM (AIBILI)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **AIBILI** is Needed by another Party 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.

#### **PARTY 19**

As to **THE PROVOST, FELLOWS, FOUNDATION SCHOLARS AND THE OTHER MEMBERS OF BOARD, OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN (TCD)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how

or information of **TCD** is Needed by another Party 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.

## **PARTY 20**

**As to HOSPITAL UNIVERSITARI VALL D'HEBRON - INSTITUT DE RECERCA (VHIR)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **VHIR** is Needed by another Party 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 Party to**

**EATRIS Connect Consortium Agreement, version [..., YYYY-MM-DD]**

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Grant Agreement]

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

[OFFICIAL NAME OF THE PROJECT COORDINATOR AS IDENTIFIED IN THE Grant Agreement]

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 PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE PROJECT COORDINATOR]

Signature(s)

Name(s)

Title(s)

### **Attachment 3: List of Third Parties for simplified transfer according to Section 8.3.2.**

For **UPPSALA UNIVERSITET** (UU):

- Uppsala universitet Invest AB, company registration no. 556525-6046
- Uppsala universitets Projekt AB, company registration no. 556517-9941
- Uppsala universitet Research Intellectual Property AB, company registration no. 559012-3328
- Participating researchers employed by Uppsala universitet (natural persons)

For **UNIVERSITETET I OSLO** (UiO):

- Inven2 AS, P.O.Box 1061 Blindern, N-0316 OSLO, Norway

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

For **UPPSALA UNIVERSITET** (UU):

- Uppsala universitet Invest AB, company registration no. 556525-6046
- Uppsala universitets Projekt AB, company registration no. 556517-9941
- Uppsala universitet Research Intellectual Property AB, company registration no. 559012-3328