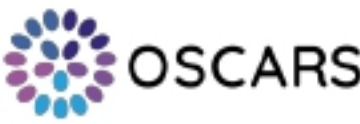




Third-Party Project Agreement





OSCARS Third-Party Project Agreement
for project “Services for Privacy Advancement
through Generative AI and Model Sanitization
(PRIVAGAMS)”

BETWEEN
The entities participating in the OSCARS consortium (“Consortium Partners”), represented by Centre National de la Recherche Scientifique (CNRS) (“Coordinator”), AND

The entities participating in the Project (“Third Parties”), represented by Medical University Graz (“Third Parties Coordinator”),

The Consortium Partners and the Third Parties are hereinafter referred to as the “Parties” or individually as the “Party”; and Third Parties are hereinafter referred to individually as “Third Party”,

WHEREAS

The “Open Science Clusters’ Action for Research & Society” (OSCARS) initiative comprises 15 European entities (“Consortium Partners”), collaborating under a consortium agreement, with the purpose of supporting and establishing open science projects and services in order to demonstrate and pilot the use of EOSC resources (including Science Cluster resources) by multiple research communities and enhance cross-RI and/or cross-domain activities. CNRS is the Coordinator of OSCARS.

The Consortium Partners are:

Participant No. *	Participant organisation name	Country
1 (Coordinator)	CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS	FR
2	ORGANISATION EUROPEENNE POUR LA RECHERCHE NUCLEAIRE	CH
3	FORSCHUNGSZENTRUM JULICH GMBH	DE
4	E-SCIENCE EUROPEAN INFRASTRUCTURE FOR BIODIVERSITY AND ECOSYSTEM RESEARCH	ES
5	ILMATIETEEN LAITOS	FI
6	EUROPEAN MOLECULAR BIOLOGY LABORATORY	DE
7	EATRIS ERIC	NL
8	EUROPEAN RESEARCH INFRASTRUCTURE ON HIGHLY PATHOGENIC AGENTS	BE
9	EUROPEAN SYNCHROTRON RADIATION FACILITY	FR
10	DEUTSCHES ELEKTRONEN-SYNCHROTRON DESY	DE



11	CENTRAL EUROPEAN RESEARCH INFRASTRUCTURE CONSORTIUM EUROPEAN RESEARCH INFRASTRUCTURE CONSORTIUM	IT
12	CLARIN ERIC	NL
13	CESSDA ERIC	NO
14	DIGITAL RESEARCH INFRASTRUCTURE FOR THE ARTS AND HUMANITIES	FR
15	TRUST-IT SERVICES SRL	IT

The Consortium Partners receive funding from the European Union for OSCARS under Grant Agreement no. 101129751 and the Horizon Europe Framework Programme for Research Infrastructures (2023-2024) (“**Grant Agreement**”).

The OSCARS Independent Evaluation Committee (IEC) has evaluated the proposal by the Third Parties and the project “Services for Privacy Advancement through Generative AI and Model Sanitization (PRIVAGAMS)” (“**Project**”) in the domain of Life Sciences (LSRI), submitted in accordance with the requirements established in the document “OSCARS 1st Open Call for Open Science Projects and Services”, has been accepted for funding and implementation.

The Third Parties are:

- Medical University Graz
Contact: [REDACTED]
- Technische Universität Wien
Contact: [REDACTED]
- Biobanking and Biomolecular Resources Research Infrastructure – European Research Infrastructure Consortium
Contact: [REDACTED]
- Masaryk University
Contact: [REDACTED]
- Masaryk Memorial Cancer Institut
Contact: [REDACTED]
- Funding amount: 250,000.00 €
- Starting date: 01/10/2024
- Lifetime: 24 months
- Name of the PI: Heimo Müller

The Third Parties have appointed the Third Parties Coordinator from among them and authorised it to sign this Agreement on their behalf.

This OSCARS Third Party Project Agreement (“**Agreement**”) is concluded within the context set out here:



1. Purpose

The Third Parties shall carry out the Project in accordance with, and in order of priority, the terms and conditions set out in this Agreement, the requirements set out in the document "OSCARS 1st Open Call for Open Science Projects and Services" and the Project proposal. The Project proposal is an inherent part of this Agreement but not annexed hereto.

2. Deliverables

- 2.1 **30 days after the end of the project** "Services for Privacy Advancement through Generative AI and Model Sanitization (PRIVAGAMS)", the Third Parties shall deliver to the Coordinator, through the Third Parties Coordinator, the deliverables established in the Project proposal, which shall in any event include the following items ("Deliverables"):
 - A final public summary of the Project, in PDF format of maximum 2000 characters, including spaces.
 - A scientific journal-type article, summarising the main Project results and methodology used to achieve the Project
 - A poster presenting the Project
- 2.2 Subsequently, the Third Parties shall present their Project and related results at the OSCARS Final Assessment Conference in Brussels at a date to be defined by the Coordinator.
- 2.3 The Third Parties shall make available and reproducible the achieved scientific results as well as any delivered open science service of the Project and must grant royalty-free access to these results to the EOSC Association.

3. Grant and payment

- 3.1 For the implementation of the Project the Coordinator shall pay to the Third Parties Coordinator within 30 days of the last signature of this Agreement or 14 days before the start of the project, whatever is the latest, a total fixed sum corresponding to 85% (212,500.00 €) of the requested and justified amount ("Grant") that should be sized between EUR 100 000 and 250 000 and for a duration of the Project of 12 to 24 months. The remaining 15% (37,500.00 €) will be paid after the end of the project and the submission and 14 days after the approval of the final deliverables. It is the responsibility of the Third Parties Coordinator to distribute the Grant to the Third Parties in accordance with any arrangement agreed among them.
- 3.2 The Coordinator, in coordination with the European Commission, reserves the right to claim back all or part of the Grant in the event that the Third Parties do not submit all the Deliverables as set out in the project proposal in the required format and on the prescribed dates.
- 3.3 Subject to the above, any expenses incurred by the Third Parties in the execution of the Project shall be for their account, and the Consortium Partners shall not be liable or subject to any claim in this regard.



4. Monitoring and acceptance

The Coordinator will periodically monitor the progress of the Project. Acceptance of the Deliverables shall be in accordance with the procedure set out in the document “OSCARS 1st Open Call for Open Science Projects and Services”.

5. Intellectual Property

Subject to Article 10, the provisions of the Horizon Europe General Model Grant Agreement (HE MGA)²² governing the ownership, use and access to Intellectual Property (background and results, access rights and rights of use, Article 16) shall apply *mutatis mutandis* to the Third Parties.

6. Warranties

The Third Parties Coordinator warrants, and shall ensure that each Third Party also warrants, that:

- a) it has, and shall maintain for the term of this Agreement, full power and authority and all necessary licenses and consents to enter into this Agreement and perform all its obligations under it; and
- b) there are no actions, claims or proceedings pending or threatened against it that could or do adversely affect the performance of its obligations under this Agreement.

7. Liability

- 7.1 The Consortium Partners shall have no liability to the Third Parties in relation to the subject matter of this Agreement except for the payment of the Grant as set out in Article 3.
- 7.2 The individual and collective liability of the Third Parties to the Consortium Partners in relation to the submission of the Deliverables shall be limited to the amount of the Grant. Such limitation shall not diminish the liability of a Third Party for:
 - a violation of any EU rule, regulation or other instrument referred to in this Agreement;
 - fraud, acts of gross negligence or wilful misconduct; or
 - any breach of intellectual property rights of third parties, including a breach of confidentiality.
- 7.3 Article 33 of the HE MGA (Art 33 - Damage) shall apply *mutatis mutandis* to this Agreement, such that the European Commission shall have no liability to the OSCARS Third Parties.

8. Use of images, logos and names of the Consortium partners, science clusters as well as their parties

- 8.1 Each Party may refer to and make known the name and nature of the Project, including the names of the Parties involved, for the purposes of the Project.

²² Horizon Europe General Model Grant Agreement (HE MGA), version 1.2, 01 April 2024)): https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/agr-contr/general-mga_horizon-euratom_en.pdf

8.2 Notwithstanding the foregoing, the Third Parties shall not use or refer to the image or logo of any of the Consortium Partners without the prior written permission of the Consortium Partner concerned. Any such permission may be withdrawn by the Consortium Partner concerned at any time, and in any event shall expire upon termination of this Agreement.

9. Obligations originating from the EU

The Third Parties shall be subject to the following obligations as set out in the HE MGA:

9.1 Publications and Communications

- a) The provisions of the HE MGA governing promotion, publicity, and communication (Article 17.2) shall apply to this Agreement. In particular, all communication activities (including in electronic form and via social media), as well as any infrastructure, equipment and major results financed under this Agreement, must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate).
- b) The Consortium Partners and the EU may use the Third Parties' Deliverables and names for the purposes of communication and publicity, including storage and archiving.

9.2 Conflict of interest: The provisions of the HE MGA governing conflict of interest (Art 12) shall apply mutatis mutandis to Third Parties. In particular

- a) Each Third Party shall take all measures necessary to prevent a situation arising where the impartial and objective implementation of this Agreement is compromised for reasons involving economic interests, political or national affinity, family, personal life, or any other shared interest.
- b) The Third Party(ies) concerned shall notify the Coordinator, through the Third Parties Coordinator, without delay of any situation constituting or likely to lead to a conflict of interest (including changes of ownership) and shall immediately take all steps necessary to rectify this situation. The Coordinator, through the Third Parties Coordinator, may instruct the Third Party(ies) concerned to take specific measures to remedy the situation.

9.3 Ethics: The provisions of the HE MGA governing ethics and values (Art 14) shall apply mutatis mutandis to the Third Parties, In Particular

- a) The Third Parties shall carry out the Project in compliance with ethical principles²³.
- b) The Third Parties shall carry out the Project for peaceful purposes only.
- c) The Third Parties shall comply with the highest standards of research integrity — as set out, for instance, in the European Code of Conduct for Research Integrity²⁴.

Inter alia, this means that each Third Party shall ensure that persons carrying out research tasks:

- i. present their research goals and intentions in an honest and transparent manner;
- ii. design their research carefully and conduct it in a reliable fashion, taking their impact on society into account;

²³ See also the guidelines for ethics self-assessment https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/how-to-complete-your-ethics-self-assessment_en.pdf

²⁴ The European Code of Conduct for Research Integrity of ALLEA (All European Academies) and ESF (European Science Foundation) of March 2011. http://www.esf.org/fileadmin/Public_documents/Publications/Code_Conduct_ResearchIntegrity.pdf

- iii. use techniques and methodologies (including for data collection and management) that are appropriate for the field(s) concerned;
- iv. exercise due care for the subjects of research — be they human beings, animals, the environment or cultural objects;
- v. ensure objectivity, accuracy and impartiality when disseminating the results;
- vi. allow — as much as possible and taking into account the legitimate interest of the Third Party(ies) concerned — access to research data, in order to enable research to be reproduced;
- vii. make the necessary references to their work and that of other researchers;
- viii. refrain from practising any form of plagiarism, data falsification or fabrication;
- ix. avoid conflicts of interest and misrepresentation of credentials or other research misconduct.

In addition, before starting any activity that raises an ethical issue, the Third Party(ies) concerned shall submit to the Coordinator, through the Third Parties Coordinator, a copy of:

- any ethics committee opinion required under applicable laws, and
- any notification or authorisation for activities raising ethical issues required under applicable laws.

9.4 Obligation to provide information and keep records: The provisions of the HE MGA governing record-keeping (Art 20) shall apply *mutatis mutandis* to the Third Parties. In particular.

- a) Each Third Party shall, at all times during the implementation of this Agreement, provide any information requested by the Coordinator, through the Third Parties Coordinator, in relation to this Agreement.
- b) Each Third Party shall keep, for a period of at least 5 (five) years from termination of this Agreement, records and other supporting documentation relating to the implementation of this Agreement, in particular records and other supporting documentation on scientific and technical implementation and on the price charged and the costs incurred by any Third Party to prove the proper implementation of the Project in line with the accepted standards in the respective field (if any).
- c) In addition, the Third Parties must — for the same period — keep any adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on objective criteria, regardless of the source of funding, and that they comply with the eligibility conditions set out in Articles 6.1 and 6.2 of the HE MGA.
- d) Each Third Party shall keep its original documents. Digital and digitalised documents are considered originals if recognised under Belgian law. In the event of on-going checks, reviews, audits, investigations, litigation, or other pursuits of claims in respect of this Agreement, each Third Party shall keep its records and other supporting documentation relating to the implementation of this Agreement until the end of such procedures.

9.5 EU checks, reviews, audits and investigations: The provisions of the HE MGA (Article 25) shall apply *mutatis mutandis* to the Third Parties.

In particular should the EU, including as represented by the European Court of Auditors or the European Anti-Fraud Office (OLAF), decide to carry out a check, review, audit or investigation, the Third Party(ies) concerned shall make available all its information, records and other supporting documents relating to the implementation of this Agreement. Should there be an on-the-spot visit by the EU or its representatives, the Third Party(ies) shall allow access to its premises and shall ensure that any information requested in relation to the Project is readily available.



9.6 EU impact evaluation

Should the EU carry out an impact evaluation of the HE MGA, the Third Parties shall make available all information, records and other supporting documents relating to the implementation of the Project.

9.7 Confidentiality

The provisions of the HE MGA governing confidentiality (Article 13) shall apply mutatis mutandis to the Third Parties.

10. Publication and communication of results

10.1 Subject to Article 5, the Third Parties shall strive to jointly disseminate the results generated under the Project and shall ensure Open Access to all their resulting scientific publications. The copyright in any article shall be vested in the Third Party(ies) having contributed to that article.

10.2 Any dissemination shall expressly mention that the Consortium Partners are not responsible for any use that may be made of the results.

10.3 Notwithstanding any intellectual property rights into the Deliverables by the Third Parties, the Third Parties agree to the dissemination of the Deliverables, in whole or in part, by the Consortium Partners at the OSCARS Final Assessment Conference in Brussels and beyond.

10.4 Any communication by the Third Parties shall expressly mention that it only reflects the Third Parties' views and not necessarily those of the Consortium Partners.

10.5 Third Parties agree that the Consortium Partners grant royalty-free access to the Project's deliverables to the EOSC Association for monitoring and developing policies and strategies for the European Open Science Cloud.

10.6 Third Parties agree that the Consortium Partners deposit the digital research data generated by the Project and delivered as part of the Project's results in a trusted repository of the five Science Clusters or any other federated in the European Open Science Cloud (EOSC) in compliance with EOSC requirements.

10.7 Any dissemination by the Third Party of the scientific outcomes of the funded project shall expressly mention that the project was funded by OSCARS, an Horizon Europe grant (GA number 101129751) led by the five Science Clusters: ENVRI, ESCAPE, LS RI, PaNOSC, SSHOC.

11. Entry into force and termination

11.1 The Third Parties Coordinator shall sign this Agreement on behalf of the Third Parties within 15 (fifteen) days of receipt of this Agreement. This Agreement shall enter into force upon subsequent signature by the Third Parties Coordinator.

11.2 This Agreement shall terminate upon completion of the Project, as evidenced by the acceptance of the Deliverables by the Coordinator and the presentation at the OSCARS Final Assessment Conference in Brussels, as referred to in Article 2.2.

- 11.3 The coordinator may terminate this Agreement early by written notice if the Third Party(ies) is in material breach of its obligations and such breach either cannot be remedied, or, where such breach is capable of remedy, is not so remedied within thirty (30) days of notice being given.
- 11.4 The Coordinator may terminate the participation of a Third Party by written notice to the Third Parties Coordinator concerned, if a change to that Third Party's legal, financial, technical, organisational or ownership situation is likely to adversely affect or delay the Project or calls into question to award the Grant in respect of that Third Party. The remaining Third Parties shall remain liable for carrying out the Project in accordance with this Agreement.
- 11.5 The Coordinator may terminate this Agreement, if,
- a) implementation of the Project is prevented by force majeure or is suspended by the Coordinator and either:
 - i. resumption is impossible, or
 - ii. the necessary changes to this Agreement would call into question the decision to award the Grant or breach the principle of equal treatment of applicants;
 - b) a Third Party is declared bankrupt, wound up, has its affairs administered by the courts, enters into an arrangement with creditors, suspends or has its business activities suspended, or is subject to any other similar proceedings or procedures under national law;
 - c) a Third Party (or a natural person who has the power to represent or take decisions on a Third-Party's behalf) has been found guilty of fraud, corruption, involvement in a criminal organisation, professional misconduct, proven by any means;
 - d) a Third Party does not comply with any applicable national laws on taxes or social security.
- 11.6 In the event that this Agreement is terminated by the Coordinator pursuant to Articles 11.3 or 11.5, the Third Parties shall be jointly and severally liable for the reimbursement to the Consortium Partners, via the Coordinator, of the Grant.

12. Survival of articles

Articles 5 to 14 of this Agreement shall survive the termination of this Agreement (including termination of participation of an individual Third Party) or, where applicable, for the time period mentioned therein.

13. Governing law and Dispute resolution

- 13.1 The terms of this Agreement shall be interpreted in accordance with their true meaning and effect. If this Agreement does not expressly stipulate, or if any of its terms is ambiguous or unclear, then in those circumstances only and not in respect of this Agreement as a whole, reference shall be made to Belgian substantive law.
- 13.2 Nothing in this Agreement shall be deemed or interpreted as a waiver, express or implied, of any privileges and immunities accorded to any of the Parties under its constituent documents or under international law.



13.3 The Parties shall endeavour to settle any disputes in respect of this Agreement amicably. Any such dispute, controversy, or claim, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, that cannot be settled amicably shall, within a period of 3 months which may be extended once by agreement of the Parties, be finally settled by the Court of Brussels.

14. Assignment

Neither Party shall assign this Agreement in whole or in part to a third party.

For the Third Parties Coordinator

Name, Position in Organisation

Place..... 23. 9. 2024

Date.....

For the Coordinator

24. 9. 2024