



Attachment 5: Confidentiality Agreement for Ethics Committee member/ Digital Transformation Expert Network member/ Industry Sounding Board member/ Digital Transformation Champion/ External Stakeholder X

(template approved by EATRIS Connect Consortium)

EATRIS CONNECT CONSORTIUM partners agree to execute, this document containing Confidentiality Agreement (CDA) template (with the mandate and pertaining procedure), as Attachment 5 of the EATRIS Connect Consortium Agreement.

EATRIS ERIC, as EATRIS CONNECT Project Coordinator, has been herewith given the mandate to execute this CDA, in the name of and on behalf of EATRIS CONNECT CONSORTIUM, with each member of the Ethics Committee/ Digital Transformation Expert Network/ Industry Sounding Board/Digital Transformation Champion or other External Stakeholder, without any changes to the CDA terms and conditions, and in order to protect Confidential Information disclosed belonging to EATRIS CONNECT CONSORTIUM. Any changes to the terms and conditions to this CDA will require the prior written approval of all the Consortium Parties. A copy of any such executed CDA shall be sent by the Project Coordinator to all EATRIS CONNECT Consortium Parties.

In case of a need to execute this approved template CDA with any external stakeholders that cannot be identified at this moment, but may become known and important during the implementation of the Project, EATRIS ERIC will notify EATRIS CONNECT CONSORTIUM by mail and fifteen (15) calendar days prior to such intended execution to allow for raising of any objections by EATRIS CONNECT CONSORTIUM. If no objections raised by mail within the said period, EATRIS is allowed to execute CDA.

Confidentiality Agreement

(CDA)

This Confidentiality Agreement (“Agreement”) is signed by and between

EATRIS CONNECT CONSORTIUM

represented by the Project Coordinator EATRIS ERIC

De Boelelaan 1118

1081 HZ Amsterdam

The Netherlands

- in the following “EATRIS CONNECT CONSORTIUM” -

and

[...]



- in the following: [CHOOSE OPTION – ETHICS COMMITTEE MEMBER or DIGITAL TRANSFORMATION EXPERT NETWORK MEMBER or INDUSTRY SOUNDING BOARD MEMBER or DIGITAL TRANSFORMATION CHAMPION or EXTERNAL STAKEHOLDER X”]

Preamble

WHEREAS

The European Commission agreed on granting a financial contribution for the implementation of the project called EATRIS CONNECT (hereinafter “PROJECT”) coordinated by EATRIS ERIC which terms and conditions are established in Grant Agreement n° 101130349.

The EATRIS CONNECT CONSORTIUM has decided to set-up an : [CHOOSE OPTION - ETHICS COMMITTEE /DIGITAL TRANSFORMATION EXPERT NETWORK / INDUSTRY SOUNDING BOARD / DIGITAL TRANSFORMATION CHAMPION / EXTERNAL STAKEHOLDER X] for the PROJECT and has appointed [CHOOSE OPTION- ETHICS COMMITTEE MEMBER/ DIGITAL TRANSFORMATION EXPERT NETWORK MEMBER / INDUSTRY SOUNDING BOARD/ DIGITAL TRANSFORMATION CHAMPION / EXTERNAL STAKEHOLDER X].

EATRIS ERIC, as Project Coordinator of the PROJECT, is mandated and in charge of entering in this Agreement with the Receiving Party in the name and on behalf of the EATRIS CONNECT CONSORTIUM.

In the course of dealings between EATRIS CONNECT CONSORTIUM and [CHOOSE OPTION- ETHICS COMMITTEE MEMBER/ DIGITAL TRANSFORMATION EXPERT NETWORK MEMBER / INDUSTRY SOUNDING BOARD MEMBER/ DIGITAL TRANSFORMATION CHAMPION / EXTERNAL STAKEHOLDER X], the Parties may exchange or grant each other access to CONFIDENTIAL INFORMATION (as defined below) in order to allow for the needed evaluation of/discussion on the PROJECT.

Acknowledging that secrecy of exchanged information is important for both Parties, the Parties hereby agree to confidentiality according to the following terms and conditions:

1. “CONFIDENTIAL INFORMATION” as used in this Agreement shall mean any and all knowledge, data or substance disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”) orally, electronically or physically, including but not limited to scientific and technical information relating to the PROJECT, business data, reports, studies and draft patent applications, provided that such information must be clearly identified as confidential at the time of disclosure. If disclosed orally such information shall only be considered CONFIDENTIAL INFORMATION if the Disclosing Party submits to the Receiving Party a written summary of the orally disclosed information within two weeks (14 days) after oral disclosure, unless the confidential/proprietary nature of the information is reasonably obvious under the circumstances.
2. The Receiving Party shall hold the CONFIDENTIAL INFORMATION in strict confidence and (i) shall not use the CONFIDENTIAL INFORMATION for other purposes than the evaluation of/discussion on the PROJECT, (ii) shall not disclose CONFIDENTIAL INFORMATION to any third party, and (iii) shall copy or

reproduce CONFIDENTIAL INFORMATION only to the extent necessary for the evaluation of the PROJECT.

3. The Receiving Party shall disclose CONFIDENTIAL INFORMATION only to those of its officers, employees, agents and consultants who need access for the purpose of the evaluation of/discussion on the PROJECT ("Authorized Recipients"). The Receiving Party shall ensure that any Authorized Recipient is advised of the confidentiality of CONFIDENTIAL INFORMATION. Upon reasonable request by the Disclosing Party, the Receiving Party shall furnish to the Disclosing Party the names of all Authorized Recipients who have gained access to CONFIDENTIAL INFORMATION. The Receiving Party is responsible for all breaches of confidentiality by its Authorized Recipients.
4. The obligations according to Sections 2 and 3 above shall not apply to CONFIDENTIAL INFORMATION as to which the Receiving Party can show one of the following:
 - a) the Disclosing Party has specifically advised the Receiving Party in writing that the CONFIDENTIAL INFORMATION is not confidential;
 - b) the CONFIDENTIAL INFORMATION was generally known or publicly available at the time of disclosure or after disclosure became generally known or publicly available through no fault of the Receiving Party;
 - c) the CONFIDENTIAL INFORMATION was already in lawful possession of the Receiving Party prior to disclosure; or
 - d) the respective Receiving Party has properly obtained the CONFIDENTIAL INFORMATION from a third party who was entitled to disclose the CONFIDENTIAL INFORMATION to the Receiving Party. For the purposes of this Agreement, the EATRIS CONNECT CONSORTIUM Members are not deemed Third Parties.
5. The Receiving Party may disclose CONFIDENTIAL INFORMATION if an obligation to disclose is imposed by law, regulation or any governmental or competent regulatory authority, provided that the Receiving Party, to the extent legally permitted, informs the Disclosing Party in advance about the proposed form, timing, nature, purpose and extent of the disclosure. The Receiving Party may only furnish that portion of CONFIDENTIAL INFORMATION which the Receiving Party, is legally required to disclose.
6. The Receiving Party shall use the CONFIDENTIAL INFORMATION at its own risk. All liability for the completeness or accurateness of the CONFIDENTIAL INFORMATION and for legal or other defects of the CONFIDENTIAL INFORMATION is hereby excluded. The Disclosing Party makes no guarantees and assumes no warranties, neither implied nor expressed, regarding legal, scientific or physical characteristics or as to merchantability of the CONFIDENTIAL INFORMATION.
7. This Agreement does not constitute an obligation on any Party to disclose any specific CONFIDENTIAL INFORMATION. No patent right or license to CONFIDENTIAL INFORMATION is hereby granted and the disclosure of CONFIDENTIAL INFORMATION shall not result in any obligation on the Disclosing Party to grant to Receiving Party any right in and to such CONFIDENTIAL INFORMATION, nor does it bind either Party to enter into any further contract.



8. This Agreement shall remain in force for a period of one (1) year from the last date of signature ("Effective Date"). The obligations regarding all CONFIDENTIAL INFORMATION exchanged under this Agreement shall subsist for a period of five (5) years from the end date of the PROJECT (30th April 2027). This Agreement may be terminated by either Party, at any time and for any reason, subject to a thirty (30) days' prior notice given by registered letter with acknowledgement of receipt. Early termination of this Agreement shall not affect confidentiality obligations which remain in force for the term specified above.
9. Upon completion of the evaluation of the PROJECT but at the latest upon request of the Disclosing Party, the Receiving Party will either destroy or return to the Disclosing Party any CONFIDENTIAL INFORMATION, including any copy which may have been made and expunge all CONFIDENTIAL INFORMATION from any computer or other data processing device containing CONFIDENTIAL INFORMATION, except for electronic copies created and stored by automated IT back-up systems and except for a copy to the extent it is required to keep, archive or store such INFORMATION because of compliance with applicable laws and regulations. Upon request by Disclosing Party, the Receiving Party shall confirm compliance with this Section 9 in writing.
10. If any provision of this Agreement should be or becomes invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision which comes closest to the underlying intent of the Parties.
11. In the event CONFIDENTIAL INFORMATION has been passed from the Disclosing Party to the Receiving Party before this Agreement is signed, the terms and provisions of this Agreement shall apply for this CONFIDENTIAL INFORMATION retroactively.
12. This Agreement contains the entire agreement of the Parties with regard to confidentiality of the CONFIDENTIAL INFORMATION. There are no oral side agreements. The terms of this Agreement can only be changed, modified or amended by a written instrument signed by both Parties; this also applies to a waiver of this form provision.
13. The Agreement shall be governed by and construed in accordance with the laws of Belgium without reference to any of its provisions causing the application of foreign law and under exclusion of the UN Convention on the International Sale of Goods. For all controversies arising under this Agreement, the Parties hereby submit to the exclusive jurisdiction of the courts of Brussels, Belgium.
14. It is understood by the ETHICS COMMITTEE Member / DIGITAL TRANSFORMATION EXPERT NETWORK Member / INDUSTRY SOUNDING BOARD Member / DIGITAL TRANSFORMATION CHAMPION / EXTERNAL STAKEHOLDER X that each PROJECT Partner of the EATRIS CONNECT CONSORTIUM is entitled to enforce its rights under this CDA in case of a breach by the ETHICS COMMITTEE Member / DIGITAL TRANSFORMATION EXPERT NETWORK Member / INDUSTRY SOUNDING BOARD Member DIGITAL TRANSFORMATION CHAMPION or EXTERNAL STAKEHOLDER X.

Signatures

EATRIS ERIC

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EATRIS CONNECT CONSORTIUM AGREEMENT May 1st, 2024



This Attachment 5 to the Consortium Agreement is approved and executed by EATRIS CONNECT CONSORTIUM as per signatures below:

EUROPEAN INFRASTRUCTURE FOR TRANSLATIONAL MEDICINE EATRIS ERIC (EATRIS)

Signature:

Name:

Title:

Date: 12-Nov-2024 | 14:01 CET



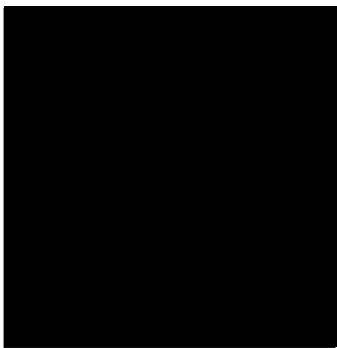
SERVICIO MADRILENO DE SALUD (SERMAS)

Signature:

Name:

Title:

Date:

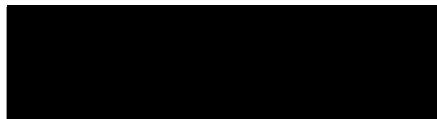


31/10/2024

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UNIVERZITA PALACKÉHO V OLOMOUCI (UPOL)

Signature:



Name: prof. MUDr. Martin Procházka, Ph.D.

Title: Rector

Date: 10.11.2024



ITA-SUOMEN YLIOPISTO (UEF)

Signature:

Name:

Title:

Date: Kuopio November 7, 2024





SVEUCILISTE U ZAGREBU MEDICINSKI FAKULTET (UZSM)

A blue ink signature of a person's name, which is partially obscured by a large black rectangular redaction box.

Signature:

Name:

Title:

Date:

8.11.2024.



ISTITUTO SUPERIORE DI SANITA (ISS)

Signature:

Name:

Title:

Date: 31.10.2024



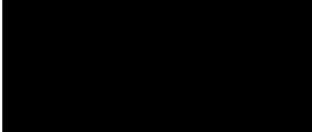
INFARMED-AUTORIDADE NACIONAL DO MEDICAMENTO E PRODUTOS DE SAUDE IP (INFARMED)

Signature:



Datos: 2024.10.31.11:45:27

Name:



Title:

Date:

Date:



LUXEMBOURG INSTITUTE OF HEALTH (LIH)

Signature:

Name: [REDACTED]

Title: [REDACTED]

Dec 5, 2024

Signature:

Name: [REDACTED]

Title: [REDACTED]

Nov 22, 2024



UNIVERZA V LJUBLJANI (UL)

Signature:

Name:

Čas podpisa: 06. 11. 2024 09:26

Title:

Date:

PO POOBLASTILU:

BY AUTHORITY OF:



SOFIJSKI UNIVERSITET SVETI KLIMENT OHRIDSKI (SU)

Signature:

Name:

Title:

Date: 18.11.2024

UNIVERSITETET I OSLO (UiO)

Signature:

Name:

Title:

Date: 30.10.24

UPPSALA UNIVERSITET (UU)

Signature: _____

Name: _____

Title: _____

Date: 20 November 2024



UPPSALA
UNIVERSITET

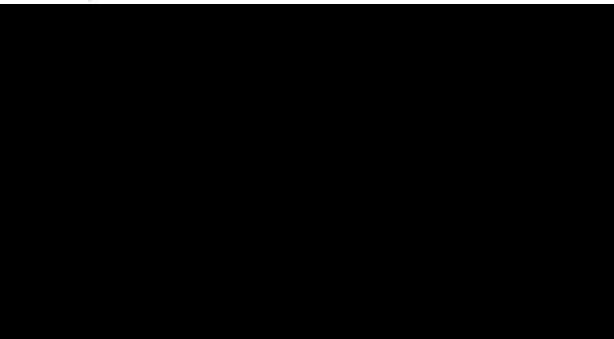
COMMISSARIAT A L ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA)

Signature:

Name:

Title:

Date:



November 19, 2024



RĪGA STRADINS UNIVERSITY (RSU)

Signature:

Name:

Title:

Date:

01.11.2024

HELSINGIN YLIOPISTO (UH)

Signature:

Name:

Title:

Date: 04.11.2024 17:29:29 (UTC +0200)

Signature:

Name:

Title:

Date: 01.11.2024 14:44:50 (UTC +0200)



STICHTING HEALTH-RI (HEALTH-RI)

Signature:

Name:

Title:

Date: 31 October 2024



ISTITUTO DI RICERCHE FARMACOLOGICHE MARIO NEGRI (IRFMN)

Signature:

Name:

Title:

Date: 12 NOV 2024



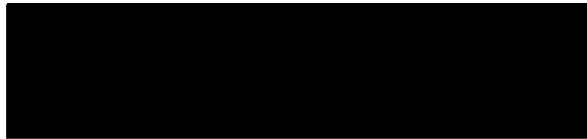
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Name:



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: 31 OCT 2024



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

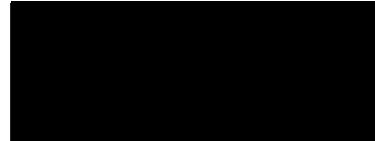
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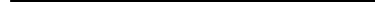
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Name:



Title :



Date :