# OSCARS Third-Party Project Consortium Agreement

# (“Consortium Agreement”)

BETWEEN

**Medical University of Graz,** Neue Stiftingtalstraße 6, 8010 Graz, Austria(“**OSCARS Third Parties**

**Coordinator”)**

and

**Technische Universität Wien (TUW),** Karlsplatz 13, 1040 Vienna, Austria

and

**Masaryk University,** Žerotínovo nám. 617/9, 601 77 Brno, Czech Republic

and

**Masaryk Memorial Cancer Institute,** Žlutý kopec 543/7, 656 53 Brno, Czech Republic

hereinafter, jointly or individually, referred to as “**OSCARS Third Parties**” or “**OSCARS Third Party**”

relating to the project entitled

**“Services for Privacy Advancement through Generative AI and Model Sanitization”**

in short

**(PRIVAGAMS)**

hereinafter referred to as “Project”.

**WHEREAS**

The “Open Science Clusters’ Action for Research & Society” (OSCARS) initiative comprises 15 European entities

(“**Consortium Partners**”), collaborating under a separate 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. Centre National de la Recherche Scientifique (CNRS) is one of the Consortium Partners and acts as the coordinator of OSCARS (“**Coordinator of OSCARS**”).

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 OSCARS Third Parties and the 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 OSCARS Third Parties have appointed the OSCARS Third Parties Coordinator from among them and authorised the OSCARS Third-Party to sign the third-party project agreement regarding the Project on their behalf (“**Third-Party Project Agreement**”). The Third-Party Project Agreement is attached as Attachment 2.

## Purpose

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

## Responsibilities of the OSCARS Third Parties

* 1. **General principles**
		1. The OSCARS Third Parties shall carry out the Project in accordance with, and in order of priority, the terms and conditions set out in this Consortium Agreement, the Third-Party Project Agreement, the document “OSCARS 1st Open Call for Open Science Projects and Services” and in the Project proposal as Attachment 3.
		2. Each OSCARS Third Party undertakes to notify promptly other OSCARS Third Parties, in accordance with the governance structure of the Project, of any significant information, fact, problem or delay likely to affect the Project.
		3. Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to other OSCARS Third Parties.
		4. If any clinical trials are conducted as part of the Project, separate agreements shall be concluded between the relevant parties for this purpose.
		5. An OSCARS Third Party that enters into a subcontract or otherwise involves third parties 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, the Third-Party Project Agreement and of the Grant Agreement. Such OSCARS Third Party has to ensure that the involvement of third parties does not affect the rights and obligations of the other OSCARS Third Parties under this Consortium Agreement and the Third-Party Project Agreement.
	2. **Deliverables**
		1. **30 days after the end of the Project**, the OSCARS Third Parties shall deliver to the Coordinator of OSCARS, through the OSCARS 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
		1. Subsequently, the OSCARS 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 of OSCARS.
		2. The OSCARS 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. OSCARS Third Parties that fail to meet reporting deadlines must be aware that their non-respect of reporting deadlines may lead to their costs being considered ‘zero’ for the corresponding reporting period and they will be excluded from the respective periodic payment.
	3. **Specific responsibilities regarding data protection**
		1. The OSCARS Third Parties must process personal data under and pursuant to this Consortium Agreement in compliance with their respective obligations under applicable EU and national laws on data protection (in particular, the General Data Protection Regulation (Regulation (EU) 2016/679).
		2. Each OSCARS Third Party represents and warrants that any personal data acquired for use in the Project or generated during the Project that are processed by it will be processed in accordance with all relevant laws and regulations regarding the processing of Personal Data.
		3. The OSCARS Third Parties may need to enter into appropriate additional agreements (e.g. data processing agreement/ joint controller agreement/data transfer agreements and/or Standard Contractual Clauses (SCC)), to implement, regulate and facilitate appropriate provisions on the transfer and processing of data (including personal data) in relation to the Project, including the case of a data transfer to a database within the Project.
		4. Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (Regulation (EU) 2016/679) within the scope of the performance and administration of the Project and of this Consortium Agreement.
		5. To specify the data protection obligations, the OSCARS Third Parties have set out data protection provisions in Attachment 5 (Data protection). However, where possible, only anonymous data will be shared between the OSCARS Third Parties.
	4. **Transfer of Material**

When an OSCARS Third Party (the “Provider”) sends Material to another Third Party (the “Recipient”) such transfer and/or access to Material shall be regulated by the Attachment 4 (Transfer of Material).

## Grant and payment

* 1. For the implementation of the Project, the OSCARS Third Parties Coordinator has received from the Coordinator of OSCARS 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 OSCARS Third Parties Coordinator to distribute the Grant to the OSCARS Third Parties in accordance with the following arrangement:

|  |  |  |  |
| --- | --- | --- | --- |
|   | ***Cost Distribution*** | **Initial Payment** | **Final Payment** |
| **Institution** | Personnel costs | Other Costs | total | *total plus 25% Overhead* | **85%** | **15%** |
| MUG | XXX | XXX | XXX | XXX | XXX | XXX |
| TUW | XXX | XXX | XXX | XXX | XXX | XXX |
| MU | XXX | XXX | XXX | XXX | XXX | XXX |
| MMCI | €18.000,00 | €947,37 | €18.947,37 | € 23.684,21 | € 20.131,58 | € 3.552,63 |
| **Totals** | **€190.000,00** | **€10.000,00** | €200.000,00 | **€250.000,00** | **€212.500,00** | **€37.500,00** |

* 1. Possible conversion losses and other bank charges are to be borne by the respective OSCARS Third Party.
	2. The transfers are made to the following accounts:

To Technische Universität Wien:

IBAN: AT46 3200 0000 0061 1228

BIC: RLNWATWW

To Masaryk University:

Komerční banka, a.s., Nám. Svobody 92/21, 602 00 Brno

Account number / bank code: 85636621/0100

IBAN: CZ43 0100 0000 0000 8563 6621

 SWIFT (=BIC): KOMBCZPPXXX

To Masaryk Memorial Cancer Institute:

Česká národní banka (Czech National Bank)

IBAN: CZ31 0710 0345 3400 8753 5621

* 1. In accordance with its own usual accounting and management principles and practices, each OSCARS Third Party shall be solely responsible for justifying its costs with respect to the Project towards the OSCARS Third Parties Coordinator or the Coordinator of OSCARS. Neither the OSCARS Third Parties Coordinator nor any of the other OSCARS Third Parties shall be in any way liable or responsible for such justification of costs towards the Coordinator of OSCARS.
	2. The Coordinator of OSCARS, in coordination with the European Commission, reserves the right to claim back all or part of the Grant in the event that the OSCARS Third Parties do not submit all the Deliverables as set out in the project proposal in the required format and on the prescribed dates. Such a claim will only pertain to the Deliverables concerned.
	3. Subject to the above, any expenses incurred by the OSCARS 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. An OSCARS Third Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Coordinator of OSCARS. Furthermore, a defaulting OSCARS Third Party shall bear any reasonable and justifiable additional costs occurring to the other OSCARS Third Parties in order to perform its and their tasks.

## Monitoring and acceptance

The Coordinator of OSCARS 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”.

## Intellectual Property

* 1. Subject to Article 10, the provisions of the Horizon Europe General Model Grant Agreement (**HE MGA**)[[1]](#footnote-2) 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 OSCARS Third Parties.
	2. For the avoidance of doubt Results are owned by the OSCARS Third Party that generates them.

Two or more OSCARS Third 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 OSCARS Third Party, or

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

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), 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 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.

* 1. In addition, in Attachment 1, the OSCARS Third Parties have identified and agreed on the Background (as defined in Attachment 1) for the Project and have also, where relevant, informed each other that access to specific Background is subject to legal restrictions or limits.
	2. Anything not identified in Attachment 1 shall not be the object of access right obligations regarding Background.
	3. Any OSCARS Third Party may add additional Background to Attachment 1 during the Project provided they give written notice to the other OSCARS Third Parties. However, approval of the OSCARS Third Parties is needed should an OSCARS Third Party wish to modify or withdraw its Background in Attachment 1.
	4. Access Rights to Results and Background Needed for the performance of the own work of an OSCARS Third Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.
	5. Access Rights to Results if Needed for Exploitation of an OSCARS Third Party's own Results shall be granted on Fair and Reasonable conditions upon signature of a written bilateral agreement.

Access rights to Results for internal research and teaching activities shall be granted on a royalty-free basis to the OSCARS Third Parties.

* 1. Access Rights to Background if Needed for Exploitation of an OSCARS Third Party’s own Results, including for research on behalf of an OSCARS Third party, shall be granted on Fair and Reasonable conditions upon signature of a written bilateral agreement.

## Warranties

* 1. Each OSCARS Third Party warrants that:
1. it has, and shall maintain for the term of this Consortium Agreement, full power and authority and all necessary licenses and consents to enter into this Consortium Agreement and perform all its obligations under it; and
2. 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 Consortium Agreement.
	1. In respect of any information or materials (incl. Results, Background) supplied by one OSCARS Third 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.
	2. Therefore,
3. the recipient OSCARS Third Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
4. no OSCARS Third Party granting access rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other OSCARS Third Party (or its entities under the same control) exercising its access rights.

## Liability

* 1. The Consortium Partners shall have no liability to the OSCARS Third Parties in relation to the subject matter of this Consortium Agreement except for the payment of the Grant as set out in Article 3.
	2. The individual and collective liability of the OSCARS 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 an OSCARS Third Party for:
		+ a violation of any EU rule, regulation or other instrument referred to in this Consortium Agreement;
		+ fraud, acts of gross negligence or wilful misconduct; or any breach of intellectual property rights of third parties, including a breach of confidentiality. In the event that a Consortium Partner holds the OSCARS Third Parties liable for any loss, damage or injury resulting from the acts or omissions of an OSCARS Third Party, the respective OSCARS Third Party shall pay for it or shall compensate the OSCAR Third Party that was held liable by the Consortium Partner in its stead.
	3. No OSCARS Third Party shall be responsible to any other OSCARS Third 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.
	4. An OSCARS Third Party’s aggregate liability towards the other OSCARS Third Parties collectively shall be limited to the Party’s share of the amount of the Grant. Such limitation shall not diminish the liability of an OSCARS Third Party for:
		+ a violation of any EU rule, regulation or other instrument referred to in this Consortium Agreement;
		+ fraud, acts of gross negligence or wilful misconduct.
	5. An OSCARS Third Party’s liability shall not be limited to the extent such damage was caused by a wilful act or gross negligence or to the extent that such limitation is not permitted by law.
	6. Each OSCARS Third Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said OSCARS Third Party’s obligations by it or on its behalf under this Consortium Agreement or from its use of results or background.
	7. Article 33 of the HE MGA (Art 33 - Damage) shall apply *mutatis mutandis* to this Consortium Agreement, such that the European Commission shall have no liability to the OSCARS Third Parties.

## Use of images, logos and names

* 1. Each OSCARS Third Party may refer to and make known the name and nature of the Project, including the names of the OSCARS Third Parties involved, for the purposes of the Project.
	2. 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. With the signature of this Consortium Agreement, the OSCARS Third Parties agree to the use of their logos and names for promotional material relating to the Project including, but not limited to: brochures, videos, recordings, Project website and social media, press releases, media articles, newsletters and any other material relating to the Project activities, worldwide for the duration of the project. Each OSCARS Third Party’s representative shall ensure that he/she is allowed to grant the use of his/her institution’s logo, consulting, when necessary, with their institution’s legal office prior to signing this Consortium Agreement.
	3. Notwithstanding the foregoing, the OSCARS 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 Consortium Agreement.

## Obligations originating from the EU

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

* 1. **Publications and Communications**
1. The provisions of the HE MGA governing promotion, publicity, and communication (Article 17.2) shall apply to this Consortium 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 Consortium Agreement, must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate).
2. The Consortium Partners and the EU may use the OSCARS Third Parties’ Deliverables and names for the purposes of communication and publicity, including storage and archiving.
	1. **Conflict of interest:** The provisions of the HE MGA governing conflict of interest (Art 12) shall apply mutatis mutandis to OSCARS Third Parties. In particular:
3. Each OSCARS Third Party shall take all measures necessary to prevent a situation arising where the impartial and objective implementation of this Consortium Agreement is compromised for reasons involving economic interests, political or national affinity, family, personal life, or any other shared interest.
4. The OSCARS Third Party(ies) concerned shall notify the Coordinator of OSCARS, through the OSCARS 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 of OSCARS, through the OSCARS Third Parties Coordinator, may instruct the OSCARS Third Party(ies) concerned to take specific measures to remedy the situation.
	1. **Ethics:** The provisions of the HE MGA governing ethics and values (Art 14) shall apply mutatis mutandis to the OSCARS Third Parties. In Particular:
5. The OSCARS Third Parties shall carry out the Project in compliance with ethical principles[[2]](#footnote-3).
6. The OSCARS Third Parties shall carry out the Project for peaceful purposes only.
7. The OSCARS Third Parties shall comply with the highest standards of research integrity — as set out, for instance, in the European Code of Conduct for Research Integrity[[3]](#footnote-4).

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

* 1. present their research goals and intentions in an honest and transparent manner;
	2. design their research carefully and conduct it in a reliable fashion, taking their impact on society into account;
	3. use techniques and methodologies (including for data collection and management) that are appropriate for the field(s) concerned;
	4. exercise due care for the subjects of research — be they human beings, animals, the environment or cultural objects;
	5. ensure objectivity, accuracy and impartiality when disseminating the results;
	6. allow — as much as possible and taking into account the legitimate interest of the OSCARS Third Party(ies) concerned — access to research data, in order to enable research to be reproduced;
	7. make the necessary references to their work and that of other researchers;
	8. refrain from practising any form of plagiarism, data falsification or fabrication;
	9. avoid conflicts of interest and misrepresentation of credentials or other research misconduct.

In addition, before starting any activity that raises an ethical issue, the OSCARS Third Party(ies) concerned shall submit to the Coordinator of OSCARS, through the OSCARS 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.
	1. **Obligation to provide information and keep records**: The provisions of the HE MGA governing record- keeping (Art 20) shall apply mutatis mutandis to the OSCARS Third Parties. In particular.
1. Each OSCARS Third Party shall, at all times during the implementation of this Consortium Agreement, provide any information requested by the Coordinator of OSCARS, through the OSCARS Third Parties Coordinator, in relation to this Consortium Agreement.
2. Each OSCARS Third Party shall keep, for a period of at least 5 (five) years from termination of this Consortium Agreement, records and other supporting documentation relating to the implementation of this Consortium Agreement, in particular records and other supporting documentation on scientific and technical implementation and on the price charged and the costs incurred by any OSCARS Third Party to prove the proper implementation of the Project in line with the accepted standards in the respective field (if any).
3. In addition, the OSCARS 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.
4. Each OSCARS 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 Consortium Agreement, each OSCARS Third Party shall keep its records and other supporting documentation relating to the implementation of this Consortium Agreement until the end of such procedures.
	1. **EU checks, reviews, audits and investigations:** The provisions of the HE MGA (Article 25) shall apply mutatis mutandis to the OSCARS 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 OSCARS Third Party(ies) concerned shall make available all its information, records and other supporting documents relating to the implementation of this Consortium Agreement. Should there be an on-the-spot visit by the EU or its representatives, the OSCARS Third Party(ies) shall allow access to its premises and shall ensure that any information requested in relation to the Project is readily available.
	2. **EU impact evaluation:** Should the EU carry out an impact evaluation of the HE MGA, the OSCARS Third Parties shall make available all information, records and other supporting documents relating to the implementation of the Project.
	3. **Confidentiality:** The provisions of the HE MGA governing confidentiality (Article 13) shall apply mutatis mutandis to the OSCARS Third Parties. The confidentiality obligation shall survive the expiration or termination of this Consortium Agreement for 5 (five) years after final payment to the OSCAR Third Parties.

## Publication and communication of results

* 1. Subject to Article 5 in accordance with the HE MGA (Article 17 and Annex 5), OSCARS 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 OSCARS Third Party(ies) having contributed to that article.
	2. Any dissemination shall expressly mention that the Consortium Partners are not responsible for any use that may be made of the results.
	3. Notwithstanding any intellectual property rights entered into the Deliverables by the OSCARS Third Parties, the OSCARS 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.
	4. Any communication by the OSCARS Third Parties shall expressly mention that it only reflects the OSCARS Third Parties’ views and not necessarily those of the Consortium Partners.
	5. OSCARS 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.
	6. OSCARS 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.
	7. Any dissemination by the OSCARS Third Party of the scientific outcomes of the funded project shall expressly mention that the project was funded by OSCARS, a Horizon Europe grant (GA number 101129751) led by the five Science Clusters: ENVRI, ESCAPE, LS RI, PaNOSC, SSHOC.
	8. Every Party has the right to disseminate Results and data of which they are the owner, however, in accordance with this Consortium Agreement and the Third-Party Project Agreement. Results and data belonging to another Party shall not be disseminated without the agreement of the owning party.

## Entry into force and termination

* 1. This Consortium Agreement shall be effective from date of its signature by all OSCARS Third Parties. The OSCARS Third Parties have agreed that all rights and obligations of OSARS Third Parties regarding conducting the Research Project from 1. 10. 2024 until date of effectivity of this Consortium Agreement will be governed by this Agreement.
	2. This Consortium Agreement shall terminate upon completion of the Project, as evidenced by the acceptance of the Deliverables by the Coordinator of the OSCARS and the presentation at the OSCARS Final Assessment Conference in Brussels, as referred to in Article 2.2.2. of this Consortium Agreement and the final payment to the PRIVAGAMS Parties.
	3. However, this Consortium Agreement or the participation of one or more OSCARS Third Parties to it may be terminated in accordance with the terms of this Consortium Agreement. If
		+ the Third-Party Project Agreement is not signed by the Coordinator of the OSCARS and/or the OSCARS Third Parties Coordinator, or
		+ the Third-Party Project Agreement is terminated, or
		+ an OSCARS Third Party’s participation in the Project regarding this Agreement and the Third-Party Project Agreement is terminated,

this Consortium Agreement shall automatically terminate in respect of the affected OSCARS Third Party/ies, subject to the provisions surviving the expiration or termination under section 12 of this Consortium Agreement.

In the event that this Consortium Agreement is terminated because of the termination of the Third-Party Project Agreement pursuant to articles 11.3 or 11.5 of the Third-Party Project Agreement, the OSCARS Third Parties shall be jointly and severally liable for the reimbursement to the Consortium Partners, via the Coordinator of OSCARS, of the Grant. However, internally each OSCARS Third Party shall be liable and shall compensate the Consortium Partners, via the Coordinator of OSCARS, for any such damage that falls into the sphere of such OSCARS Third Party. For the avoidance of doubt, each OSCARS Third Party is responsible for their own part of the funding and is responsible to immediately refund its respective amount to the Consortium Partners on request. If an OSCARS Third Party is held liable for the funding amount of another OSCARS Third Party, the respective OSCARS Third Party shall immediately compensate the OSCARS Third Party that was held liable in its stead.

## Survival of articles

* 1. Articles 5 to 14 of this Consortium Agreement shall survive the termination of this Consortium Agreement (including termination of participation of an individual OSCARS Third Party) or, where applicable, for the time period mentioned therein.
	2. Termination shall not affect any rights or obligations of an OSCARS Third Party leaving the Project incurred prior to the date of termination, unless otherwise agreed between the Coordinator of OSCARS, the OSCARS Third Parties and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period of its participation. The remaining OSCARS Third Parties shall remain liable for carrying out the Project in accordance with this Consortium Agreement.

## Governing law and Dispute resolution

* 1. The terms of this Consortium Agreement shall be interpreted in accordance with their true meaning and effect. If this Consortium 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 Consortium Agreement as a whole, reference shall be made to Belgian substantive law, excluding its conflict of laws provisions.
	2. Nothing in this Consortium 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.
	3. The Parties shall endeavour to settle any disputes in respect of this Consortium 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, be finally settled by the Court of Brussels.
	4. In case a Party is obliged under its national law to publish the text of this Consortium Agreement in an official register or official journal, the Party shall be allowed to do so provided that all confidential information is omitted.

## Miscellaneous

* 1. This Agreement, including its Attachments, constitutes the sole and complete agreement between the OSCARS Third Parties and replaces all other written and oral agreements concerning the subject matter hereof. There are no oral side-agreements. This Consortium Agreement consists of this core text and:
		+ Attachment 1 (Background included)
		+ Attachment 2 (Third-Party Project Agreement)
		+ Attachment 3 (Project proposal)
		+ Attachment 4 (Transfer of Material)
		+ Attachment 5 (Data Protection)
	2. In case the terms of this Consortium Agreement are in conflict with the terms of the Third-Party Project 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.
	3. 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.
	4. Except as otherwise provided in this Consortium Agreement, no OSCARS Third Party shall be entitled to act or to make legally binding declarations on behalf of any other OSCARS Third 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 OSCARS Third Parties.
	5. Neither Party shall assign this Consortium Agreement in whole or in part to third party.
	6. No amendments or changes to the Consortium Agreement shall be effective unless made in writing and signed by authorized representatives of the OSCARS Third Parties. The same shall apply with regard to this written form requirement. The OSCARS Third Parties agree that the transmission of an electronic copy (e.g. scanned pdf) of the Consortium Agreement signed in wet ink or an electronic signature pursuant to the EU-elDAS-Regulation shall in any case be sufficient to comply with the agreed written form requirement.
	7. This Consortium Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Consortium Agreement.

## Signatures

The OSCARS Third 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.

IN WITNESS WHEREOF, the OSCARS Third Parties explicitly agree that the signature of an OSCARS Third Party via a scanned handwritten signature (scan of an OSCARS Third Party’s signature page including the handwritten signature in PDF format) shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each OSCARS Third Party receives a fully executed copy of the Agreement. Delivery of a fully executed copy via e-mail shall have the same force and effect as delivery of an original hard copy.

**Medical University of Graz**

Date: 26. 6. 2025

Signature:

Name: xxxxxxx

Title/Position: Vice-Rector for Research and International Affairs

Date: 23. 6. 2025

Signature:

Name: xxxxxxx

Title/Position: Head of Diagnostic & Research Center for Molecular BioMedicine

*Read and acknowledged:*

Date: 16. 6. 2025

Signature:

Name: xxxxxxx

**Technische Universität Wien**

Date: 2. 7. 2025

Signature:

Name: xxxxxxx

Title/Position: Vice Rector Research, Innovation and International Affairs

**Masaryk University**

Date: 9. 7. 2025

Signature:

Name: xxxxxxx

Title/Position: Director of Research Office

**Masaryk Memorial Cancer Institute**

Date: 16. 6. 2025

Signature:

Name: prof. Marek Svoboda, M.D., Ph.D.

Title/Position: Director General

Attachment 1: Background included

According to Article 5 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 OSCARS Third Parties must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

**OSCARS Third Party 1: Medical University of Graz**

As to Medical University of Graz, it is agreed between the Parties that, to the best of their knowledge,

no data, know-how or information of Medical University of Graz is needed by another OSCARS Third Party for implementation of the Project or exploitation of that other OSCARS Third Party’s results.

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

**OSCARS Third Party 2: Technische Universität Wien**

As to **Technische Universität Wien**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Technische Universität Wien is needed by another OSCARS Third Party for implementation of the Project or exploitation of that other OSCARS Third Party’s results.

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

**OSCARS Third Party 3: Masaryk University**

As to **Masaryk University**, it is agreed between the Parties that, to the best of their knowledge,

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

|  |  |  |
| --- | --- | --- |
| **Describe Background** | **Specific restrictions and/or conditions for implementation**  | **Specific restrictions and/or conditions for Exploitation**  |
| XXXXXXXXXXXXXXXXXXXX | XXXXXXXXXXXXXXXXXXXXXX | XXXXXXXXXXXXXXXXXXXXXXX |
| XXXXXXXXXXXXXXXXXXXXX | XXXXXXXXXXXXXXXXXXXXXX | XXXXXXXXXXXXXXXXXXXXXXX |
| XXXXXXXXXXXXXXXXXXXX | XXXXXXXXXXXXXXXXXXXXXX | XXXXXXXXXXXXXXXXXXXXXXX |
| XXXXXXXXXXXXXXXXXXXXXXXX | XXXXXXXXXXXXXXXXXXXXXXX | XXXXXXXXXXXXXXXXXXXXX |

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

**OSCARS Third Party 4: Masaryk Memorial Cancer Institute**

As to **Masaryk Memorial Cancer Institute**, it is agreed between the Parties that, to the best of their knowledge,

no data, know-how or information of Masaryk Memorial Cancer Institute is needed by another OSCARS Third Party for implementation of the Project or exploitation of that other OSCARS Third Party’s results.

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

Attachment 2: Third-Party Project Agreement

Hereby only referenced and provided separately.

Attachment 3: Project proposal

Hereby only referenced and provided separately.

Attachment 4: Transfer of Material

1. “Material” means all Material, including any progeny and unmodified derivatives and parts thereof, and, for avoidance of doubt, any personal data accompanying or derived from such Material.
2. The following Material will be transferred: pseudonymized image data
3. The Material is and remains the property of the OSCARS Third Party providing such Materials (the “Provider”) and will be used by the receiving OSCARS Third Party (the “Recipient”) solely for the Project. Any other (e.g. directly or indirectly commercial) use is strictly prohibited without Provider’s prior written consent.
4. The Recipient will use the Materials in compliance with all applicable laws. In particular, the Materials will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects.
5. The provisions in Attachment 5 additionally apply to Material containing personal data. For the sake of clarity, the Material containing personal data will be provided by Provider to Recipient in at least pseudonymized form. The Recipient agrees that neither the Material nor accompanying personal data will be used either alone or in conjunction with any other information, in any effort whatsoever to establish the donor identities of any donor from whom the Material was derived.
6. The Provider warrants that the use of Material for the Project, if required, has been approved by Provider’s local ethics committee and all other relevant authorities. The Provider warrants further that informed consent has been obtained from the donor from whom the Material has been derived, if national regulations of the Provider require this.
7. The Material will not be further distributed by the Recipient to others without the Provider’s written consent. The Recipient shall refer any request for the Material to the Provider.
8. The Recipient agrees to acknowledge the source of the Material in any publications reporting use of it.
9. The Recipient agrees to use the Material in compliance with all mandatory applicable laws.
10. The Material is provided at no cost.
11. In the event that a donor withdraws consent to the use of his or her Material, the Provider informs the Recipient of such withdrawal, and the Recipient is obliged to return to the Provider, if possible, or to demonstrably destroy with required care the concrete Material (including any personal data) received. Furthermore, as soon as the Project is concluded or this Consortium Agreement expires or is terminated for whatever reason, the Recipient is obliged to return to the Provider, if possible, or to demonstrably destroy with required care any and all Material (including any personal data) received, or a separate written agreement shall be entered into between the Provider and the Recipient, if the Material shall be used for another project.
12. In respect of any Material (which are understood to be experimental in nature, thus may have hazardous properties) supplied by the Provider to a Recipient 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. The Recipient is willing to inform the Provider about any problems which may be related to Material delivered.

Attachment 5: Data Protection

Nepodléhá uveřejnění dle § 3 odst. 1 zákona č. 340/2015 Sb. – obchodní tajemství

1. Horizon Europe General Model Grant Agreement (HEMGA), version 1.2, 01 April 2024)): [https://ec.europa.eu/info/funding-](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/agr-contr/general-mga_horizon-euratom_en.pdf) [tenders/opportunities/docs/2021-2027/common/agr-contr/general-mga\_horizon-euratom\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/agr-contr/general-mga_horizon-euratom_en.pdf) [↑](#footnote-ref-2)
2. See also the guidelines for ethics self-assessment [https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/how-to-complete-your-ethics-self-assessment_en.pdf) [2027/common/guidance/how-to-complete-your-ethics-self-assessment\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/how-to-complete-your-ethics-self-assessment_en.pdf) [↑](#footnote-ref-3)
3. 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> [↑](#footnote-ref-4)