

COLLABORATION AGREEMENT CONCERNING FWO-RESEARCHPROJECT G080325N
Article 11,§3 of the Regulations of the Research Foundation – Flanders governing
fundamental research projects

BETWEEN THE FOLLOWING PARTIES

1 – Institute of Tropical Medicine, a Foundation of Public Utility (“Stichting van Openbaar Nut”), established under the laws of Belgium as “Instituut voor Tropische Geneeskunde”, having its registered office at Nationalestraat 155, B-2000 Antwerp, Belgium, and registered with the Register of legal Entities under number 0410.057.701, represented by

- Prof. Dr. Özge Tunçalp Mingard, Director
- Prof. Anna Rosanas-Urgell, Unit Head Malariology, Supervisor-Spokesperson

referred to hereafter as “**ITM**” and/or “Principal Contractor”

AND

2 – Universiteit Antwerpen, autonomous educational institution under public law, established by Flemish decree of April 4, 2003, which has its registered office at Prinsstraat 13, 2000 Antwerp, Belgium, known under company number BE 0257 216 482, and represented by:

- Prof. Dr. Maarten Weyn, vice rector research and impact, who entrusts the execution of this Agreement to
- Prof. Yann Sterckx, Laboratory of Medical Biochemistry (Department of Pharmaceutical Sciences), Supervisor

Referred to hereafter as “**UAntwerp**” and/or “Partner”

AND

3 – Ústav organické chemie a biochemie AV ČR, v.v.i. (Institute of Organic Chemistry and Biochemistry of the CAS), established under the laws of Czech Republic, having its registered office at Flemingovo nám. 542/2, Prague, Czech Republic, registered with the Ministry of Education, Sport and Youth, under number 61388963, represented by:

- Prof. Dr. Jan Konvalinka, CSc., director
- Dr. Evzen Boura, Co-supervisor

Referred to hereafter as “**IOCB**” and/or “Partner”

AND

4 – The Royal Veterinary College, THE ROYAL VETERINARY COLLEGE, incorporated under Royal Charter number RC000532 in the United Kingdom and having its main administrative offices at 4 Royal College Street, London, NW1 0TU, United Kingdom, represented by:

- Moataz Abdelhamed, Head of Contracts

- Dr. Ellen Knuepfer, Co-supervisor

Referred to hereafter as “**RVC**” and/or “Partner”

AND

5 – Barcelona Institute for Global Health Foundation (ISGlobal), a non-profit organization, established under the laws of Spain, having its registered office at c. Rosselló, 132 6-2, 08036 Barcelona, registered with the Foundations Register of the General Direction of Law and Legal Entities of the Department of Justice of the Generalitat de Catalunya with number 2.634, represented by:

- Mr. Gonzalo Vicente, General Manager
- Prof Alfred Cortés, Co-supervisor

Referred to hereafter as “**ISGlobal**” and/or “Partner”

AND

6 – Universidade Federal de São Paulo, federal body of higher education pursuant to Law 8.957 of 12/15/94, established under the laws of Brazil, having its registered office at 1500, Sena Madureira, Vila Clementino, São Paulo, State of São Paulo, Brazil, registered with the Register of Legal Entities of the Ministry of Finance (Cadastro Nacional de Pessoas Jurídicas do Ministério da Fazenda; CNJP/MF) under number 60.453.032/0001-74, represented by:

- Prof. Dr. Raiane Patricia Severino Assumpção
- Prof Dr. Anna Caroline Campos Aguiar, Adjunct Professor at the Microbiology, Immunology and Parasitology Department, Co-supervisor
- Prof Dr. Robert Rudge de Moraes Barros, Adjunct Professor at the Microbiology, Immunology and Parasitology Department, Co-supervisor

Referred to hereafter as “**UNIFESP**” and/or “Partner”

AND

7 – Fundação de Apoio à Universidade Federal de São Paulo, enrolled with CNPJ / MF under No. 07.437.996 / 0001-46, headquartered at 1087 Dr. Diogo de Faria Street – 8th floor – Condon 801 - Vila Clementino, São Paulo, Zip-code 04037-003, having as its legal representative the Professor Dr. Maria José da Silva Fernandes, having the ID number 13.001.316-x SSP/SP, enrolled with the CPF/MF number 012.795508-99, in accordance with its social contract, denominated FapUNIFESP.

Referred to hereafter as “**FapUNIFESP**”

When referred to jointly, defined as the “Parties” or individually as “Party”

WHEREAS:

- The Parties have jointly submitted a proposal to the “Research Fund – Flanders”, referred to hereafter as “FWO”, for financing purposed, within the scope of the FWO Project Fundamental Research 2025 programme, entitled “Structure-function relationship and epigenetic regulation of Plasmodium vivax tryptophan-rich antigens during host cell invasion” (project G080325N) (referred to hereafter as the “Project”).
- The FWO requires an agreement between the Principal Contractor and Partners, in which the specifications for the performance of the Project and their mutual rights and obligations are arranged within the scope of the Project (the “Agreement”).
- The Project has been approved by the FWO and FWO has concluded an agreement with the Principal Contractor, which is also subject to the applicable FWO regulation (jointly referred to as the “Basic Agreement”).
- Non-Flemish research institutions involved in a funded FWO-research project will receive funding (if foreseen in the Project) through the Principal Contractor. The total amount of funding received by the non-Flemish research institution cannot exceed 10 percent of the total project budget for all co-supervisors of the non-Flemish research institutions combined. For the project G080325N Partners IOCB, RVC and UNIFESP will receive funding for their part in the Project through ITM.
- FapUNIFESP will manage the financial resources provided by FWO to UNIFESP for the scientific research project, with the responsibilities as outlined in Article 3 on Finance and Funding.

For these reasons, the Parties have agreed the following collaboration agreement (the ‘Agreement’) concerning the Project.

Article 1 – Subject

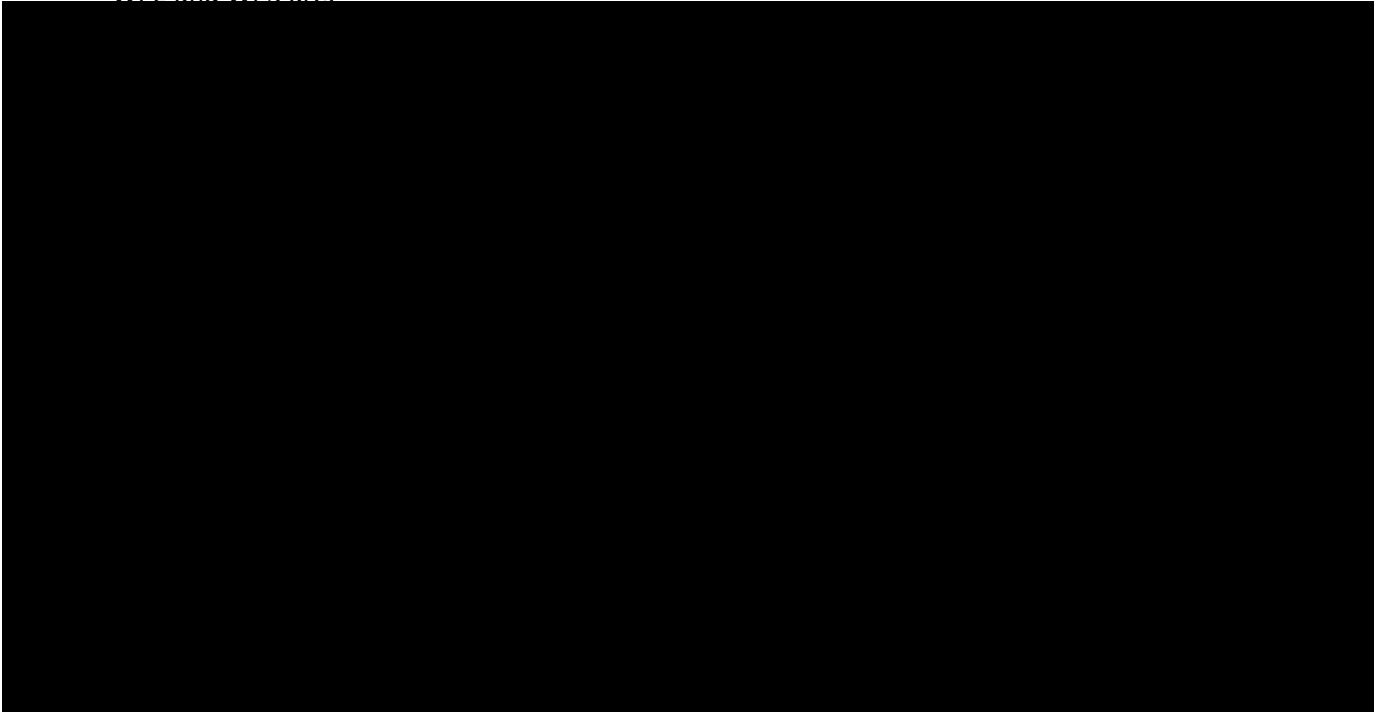
1. This Agreement lays down the performance specifications for the collaboration between the Parties, to the extent that these were not arranged in the application for the Project and the Basic Agreement and without derogating from the latter. The Basic Agreement forms integral part of this Agreement.
2. The Partners shall use reasonable efforts to perform the Project according to the provisions of the application, of the Basic Agreement and of this Agreement.
3. In case of doubt the stipulations of the FWO-regulations as referred to in the Basic Agreement shall prevail to these of this Agreement.
4. This Agreement stipulates the manner in which the Principal Contractor will transfer the received FWO-funding to the non-Flemish research institutions, if applicable. The funding received by the non-Flemish research institutions cannot exceed 10 percent of the total project budget for all co-supervisors of the non-Flemish research institutions combined.
5. During the Project, the Parties intend to transfer Material, as defined in Article 6, to each other and can act as provider (“Material Provider”), or recipient (“Material Recipient”) in this respect. This Agreement stipulates the way Material will be transferred between the Parties in relation to the Project.

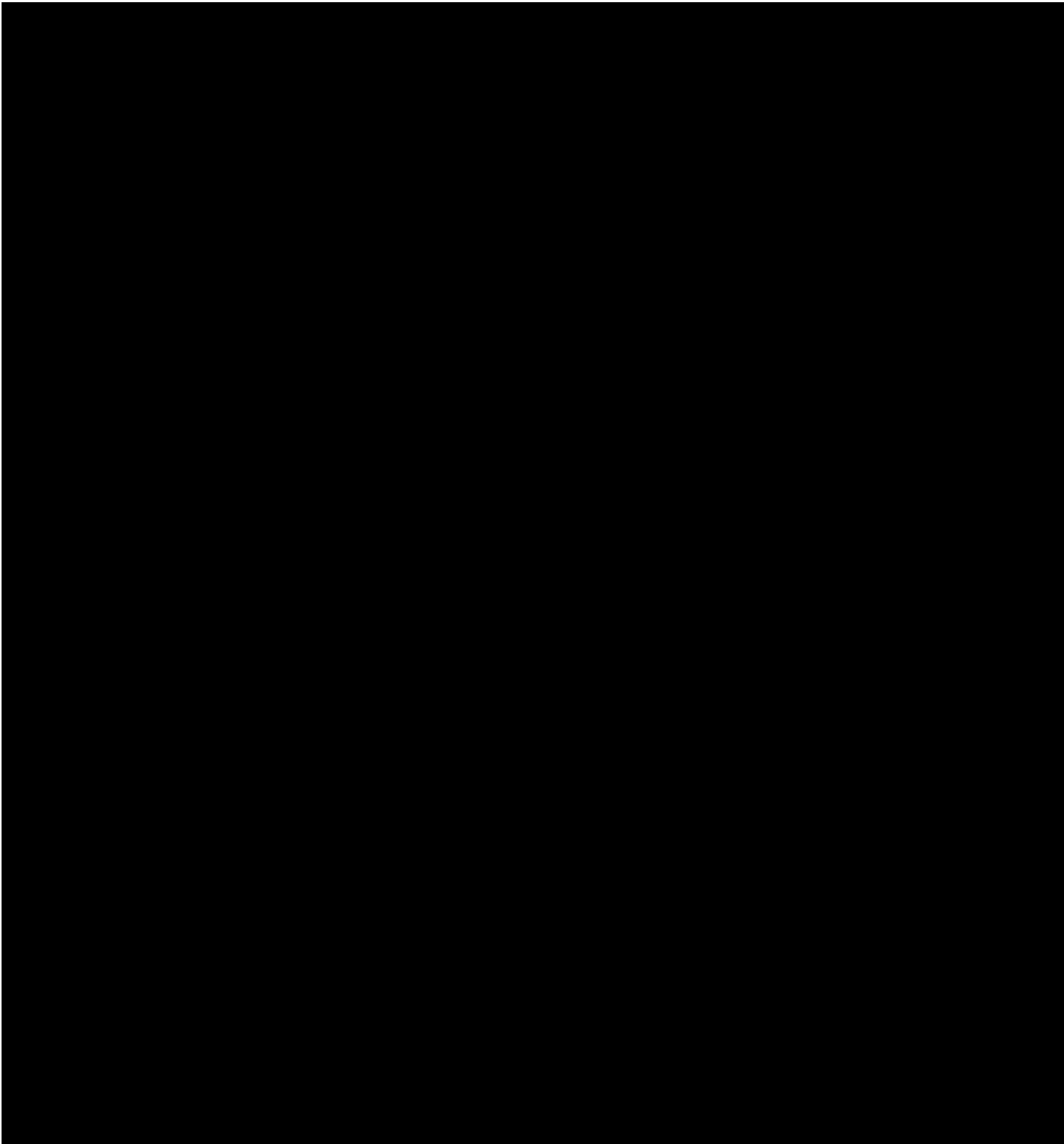
Article 2 – Duties & Obligations

1. The Parties shall use reasonable efforts to execute the activities as described in the Project, in accordance with the agreed time schedule and in compliance with internationally accepted scientific and technical research practices and standards.

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2. ITM is designated as “Principal Contractor” and is consequently responsible for following up and for coordinating the submission of the required scientific and financial reports to FWO, according to the specifications of the Basic Agreement. If applicable, the Principal Contractor is also responsible for signing the declarations or contracts.
 3. ITM is responsible for following the rules and stipulations of the FWO and will be held in account to this. ITM shall ensure that the Project shall be executed with respect for the FWO-policies regarding cybersecurity and the General Data Protection Regulation (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 repealing Directive 95/46/EC).
 4. All communications with and to the FWO will go through ITM. ITM will provide the FWO of all the necessary information concerning the Project.
 5. ITM shall immediately provide the Partners with a copy of correspondence relating to the Project, including correspondence with the FWO, if of interest to the Partners.
 6. In accordance with the provisions of the Basic Agreement, and at least fourteen calendar days prior to the date on which a report on the scientific results needs to be submitted to FWO, the Partners shall submit the required reports to ITM relating to its/their participation in the Project.
 7. With regard to the financial reporting of the Project, the Partners IOCB, RVC and FapUNIFESP which receive funding through ITM acknowledge and agree that any financial report shall be delivered in accordance with the deadlines and the format as instructed by the financial department of the Principal Contractor. The financial reports and underlying cost statements shall be sent to the Principal Contractor at the following address: 
 8. The Principal Contractor undertakes to deliver the required (consolidated) reports to FWO within the fixed time limits, on condition that the Partners have submitted their report to the Principal Contractor as outlined above and on time. In case the Partners have not transmitted their report to the Principal Contractor on time, the Principal Contractor shall, insofar as is possible, deliver the report to FWO within the fixed time limits.
 9. At the start of the Project, the Parties shall jointly lay down the rules and regulations concerning their collaboration and add these arrangements to this Agreement. These arrangements need at least contain a detailed description of the collaboration as requested by the FWO regulations.

Shortly, **ITM** will oversee the development of the full proposal and will specifically lead WP2 and WP3, with contribution of collaborators in specific tasks as detailed here below. Aims and tasks of WP2 and WP3 are:





ISGLobal (A. Cortés) will provide essential expertise in epigenetic regulation in Plasmodium for WP3; he will support the validation of CUT&Tag sequencing for the use in Plasmodium clinical samples (task 3.1), and analysis and interpretation of results (task 3.1); A. Cortés serves as a co-supervisor in PvTRAg without funding, as he currently holds funding from the Spanish Ministry of Science to develop CUT&Tag tools).

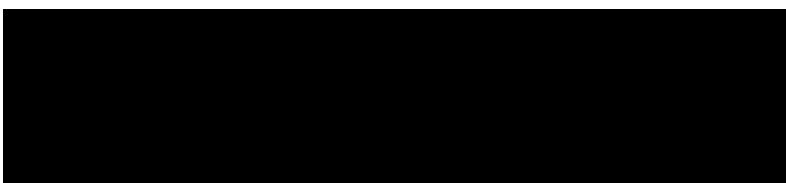
The different roles and responsibilities of the Parties are described in detail in the Project Proposal in Annex 1.

Article 3 – Financing & Funding

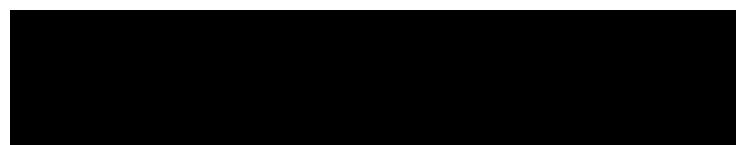
1. The Principal Contractor accepts to receive from FWO the amounts of 33.500,00 EURO for the participation of IOCB, 30.780,00 EURO for the participation of RVC, and 25.000,00 EURO for the participation of UNIFESP in execution of the Project. ITM shall disburse the aforementioned amounts to the Partners after receipt in separate instalments in accordance with the payment schedule included in the Basic Agreement. ITM will also transfer, if allowed by the government, an overhead of max. 6% (2.010,00 EURO, 1.846,80 EURO and 1.500,00 EURO for IOCB, RVC and FapUNIFESP, respectively) to the Partner in accordance with guidelines to be laid down by the government and the FWO on the granted budget for indirect costs.

The payments will go as follows:

IOCB



RVC

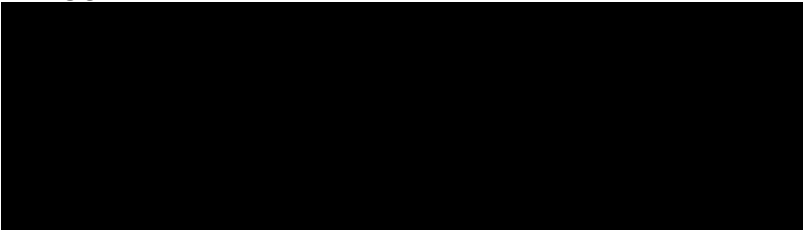


UNIFESP

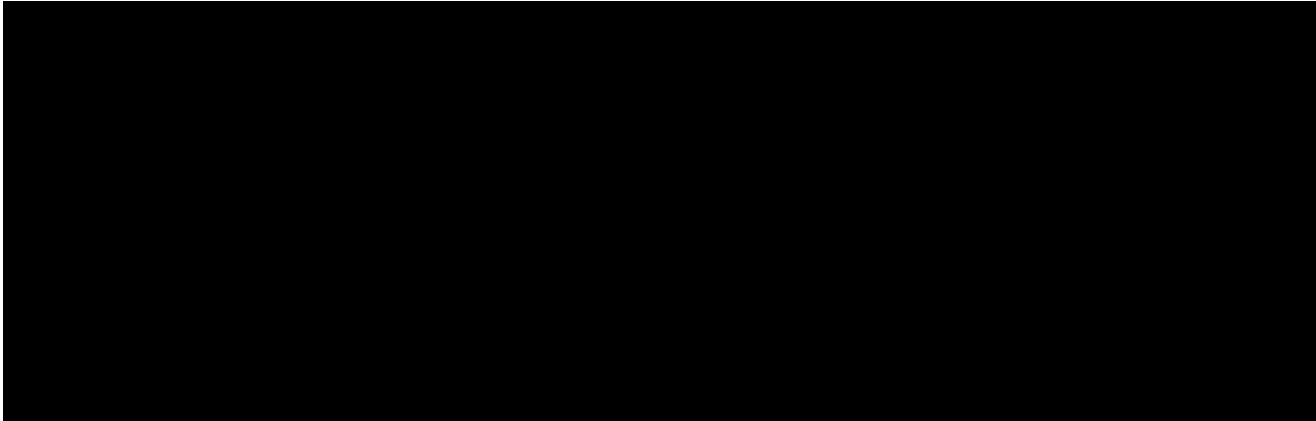


2. FapUNIFESP will manage the financial resources for UNIFESP for the Project, with the following responsibilities: Manage all funds associated with this Agreement; Disburse payments for research grants, per diems, travel, and meals for patients and their companions, as well as for consumables and third-party services; Transfer funds allocated for overhead costs to ensure reimbursement to UNIFESP; Provide final financial reports and make them available to UNIFESP; Maintain a dedicated bank account for the receipt and management of funds under this Agreement; Financial resources; Funds for research grants, per diems, consumables, third-party services, FapUNIFESP's administrative fees, and reimbursement to UNIFESP will be transferred by ITM to FapUNIFESP according to the agreed disbursement schedule.
3. ITM will only transfer the allocated amount of the funding they have received from the FWO. In no case can a Partner claim any amount not foreseen in the Basic Agreement. There will be no additional funding between the Parties, within the Project.
4. In case FWO would claim reimbursement of paid amounts and this request is caused by an act or negligence of the Partner, Partner shall be obliged to reimburse the claimed amount to the Principal Contractor in order to allow Principal Contractor to reimburse the claimed amount to FWO.
5. Payments shall only be made to below bank account. All payments will include [REDACTED] as reference.

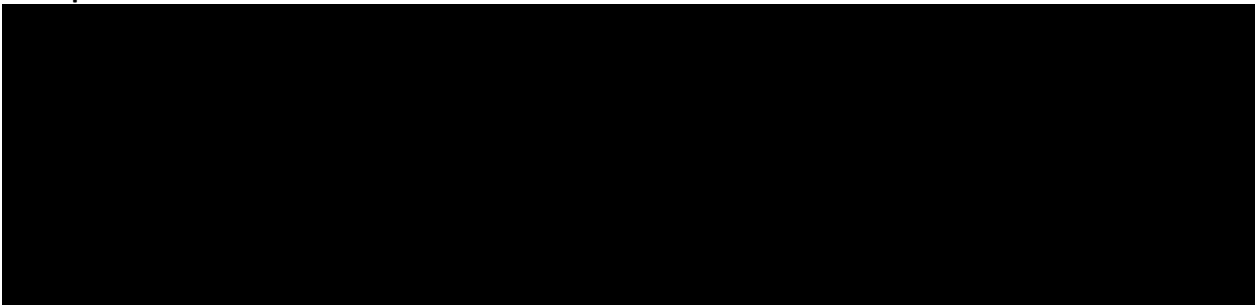
IOCB



RVC



FapUNIFESP



6. IOCB, RVC and FapUNIFESP are accountable toward ITM for the use of the budget. Only the type of expenses listed in and justified as per Annex 1 will be considered eligible.
7. The eligibility of the expenses by IOCB, RVC and FapUNIFESP will be assessed on the basis of periodical activity reports and financial reports. Expenses exceeding the approved budget are not eligible and will not be reimbursed by ITM. In case of substantial underspending by IOCB, RVC and/or FapUNIFESP, ITM is entitled to adjust the budget and payments accordingly. Reporting of expenses for 2026, 2027 and 2028 have to be provided by the IOCB, RVA and FapUNIFESP by 31 Jan 2027, 31 Jan 2028 and 31 Jan 2029, respectively.
8. Any payment by ITM to IOCB, RVC and/or FapUNIFESP may be reduced by any non-justified and/or non-eligible expenses under this or under any other agreement between the Partners.
9. IOCB, RVC and/or FapUNIFESP shall reimburse any and all remaining funds which is not used or are not eligible or justified as per Annex 1 to ITM.
10. IOCB, RVC and FapUNIFESP will provide ITM with copies of financial, administrative and regulatory documents reasonably demanded and will allow and fully cooperate with any external scientific, financial or administrative audit organised by ITM or FWO.
11. ITM reserves the right to suspend any and all payments to IOCB, RVC and/or FapUNIFESP in case of the non-fulfilment by IHI of its obligations outlined in the Agreement or in any other agreements with ITM.

Article 4 – Protection and Valorisation of the Project Results

General

The Parties shall at all times take into account the provisions of the Basic Agreement and the Agreement regarding the protection and valorisation of the Project Results.

Background Knowledge

1. **“Intellectual Property”** means intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, and applications for any of the above.
2. **“Background knowledge”** means all data, know-how, techniques, methods, models, discoveries, designs, software, knowledge and/or technical information, and the Intellectual Property related thereto, in the same fields as the Project, which is owned or controlled by a Party but which has been generated by a Party outside the scope of the Project by one of the research groups which participates in this Project for the respective Party, and which said Party makes available before or after the Effective Date of this Agreement, with the purpose of using it while the Project is being performed.
3. If the Background Knowledge of a Party is necessary to allow another Party to valorise its Project Results, the Party owning the Background Knowledge shall, on commercial conditions (for payment of royalties and/or lump sum), grant the non-exclusive rights to use this Background Knowledge for exploitation purposes to the extent that this Party-owner is free to grant access to Background Knowledge for these purposes. In accordance with this Agreement, no rights of use are granted or presumed to be granted, except those that are expressly outlined therein. The Parties shall treat one another's Background Knowledge as Confidential Information under Article 5 of this Agreement.
4. Each Party is only entitled to the free, non-exclusive use of the Background Knowledge of the other Party (Parties) to the extent necessary for its part in performing the Project.
5. The Parties shall inform each other as soon as reasonably possible about limitations on the availability of Background Knowledge, which they know that another Party may need with a view to applying Articles 4.3 and 4.4.

Project Results

6. The concept **“Project Results”** in this Agreement has the same meaning as in the Basic Agreement. Therefore, more particularly, these are the results of the Project as these were reported to the FWO.
7. Project Results become the property of the Party which generated the Project Results independently of the other Partners. These Project Results are referred to hereafter as **“Exclusive Project Results”**.
8. If multiple Partners have contributed to the generation of the Project Results, these Project Results, referred to hereafter as **“Joint Project Results”**, shall become the joint property of the

respective Parties, referred to hereafter as “Party Joint Owners”. Each Party Joint Owner’s share in the joint property is determined by taking into account each Party’s contribution in generating the Joint Project Results. If that proportion cannot be determined, the Party Joint Owners shall be joint owners for an equal proportion of the Joint Project Results.

9. ITM is responsible for drawing up an inventory of the Project Results in the following categories:
- Exclusive Project Results, where the Partner-owner is mentioned
 - Joint Project Results, where the Party Joint Owners are mentioned and their share in the Joint Project Results.

Protection of Project Results

Exclusive Project Results

10. Each Party is free to file patent applications in its own name and for its own account for inventions claiming its Exclusive Project Results. Such a Party shall transmit the patent application at least two weeks before actually filing the application, or, if this is impossible, at the latest, on the date of the filing, to the other Parties, who shall treat the application as Confidential Information of the disclosing Party in accordance with Article 5. The disclosing Party shall itself bear all expenses related to the patent protection (or any other form of legal protection) for its Exclusive Project Results.

Joint Project Results

11. Ownership of patents and patent applications shall follow inventorship of the inventions claimed therein. Inventorship of patentable inventions shall be determined in accordance with the patent law of the jurisdiction in which the patent application is being filed. All decisions regarding the filing and maintenance of joint patents shall be made by mutual agreement among the participating Party Joint Owners. Party Joint Owners may enter into an agreement amongst themselves regarding the rights and obligations of the Party Joint Owners with respect to the prosecution and licensing of any patent or patent applications claiming any Joint Project Results.

12. The Party Joint Owners shall appoint one Party from among them who shall be responsible for the patent management. The other Party Joint Owners shall provide their assistance and fulfil all formalities which are necessary to file the patent application and to prosecute and maintain it. The Party Joint Owners participating in the patent application shall equally share the costs related to filing the patent application and the granting procedure, with the exception of own staff expenses. Prior to the patent application filing, all Party Joint Owners shall agree in writing on the financing of the patent and the allocation of revenue when exploiting the patent. In principle, costs and revenue shall be divided in accordance with each Party’s contribution in Joint Ownership, unless Parties agree differently or Article 4.14 is applied.

13. In the event a Party Joint Owner does not wish (or no longer wishes) to contribute to the patent costs, such Party shall lose all rights related to the patent and shall not have any right to any revenues referred to below, which are generated from licences granted for such patents. However, if there are any revenues, such a Party shall be reimbursed from them for the external and invoiced patent costs charged to it and which it may have borne already. Such a Party shall also receive a non-exclusive, nontransferable and royalty-free licence to use such patented Joint Project Results for research purposes. However, the provisions of Articles 5 and 6 of this Agreement remain in full force. The grant

of licences within the framework of a research cooperation with third Parties shall require the prior explicit written consent of the other Party Joint Owners of the respective patent.

14. Each Party Joint Owner is personally responsible for distributing of licensing proceeds to their inventors.

Commercialisation of Project Results

15. Each Party is fully at liberty to commercialise the Exclusive Project Results belonging to it.

16. If a Party Joint Owner wishes to commercialise the Joint Project Results, it shall request the other Party Joint Owners for their prior written consent for this purpose. The other Party Joint Owners shall consent on conditions to be mutually agreed.

17. In accordance with the provisions of Articles 4.12 and 4.13, Party Joint Owners shall decide which share of the revenue received from the valorisation of Joint Project Results each Party shall receive.

18. Each Party can obtain from the other Parties a non-exclusive licence ("Right of Access") to their Exclusive or Joint Project Results if such licence is necessary to enable it to commercialise its Exclusive or Joint Project Results, unless such Right of Access is incompatible with the justified interests of the Party from whom it is requested. For this purpose, the Parties shall negotiate in good faith with a view to granting such Right of Access subject to honest and reasonable conditions.

19. The Parties shall inform one another as quickly as is reasonably possible about limitations on the availability of Project Results, which they know that another Party may need with a view to commercialising its Exclusive or Joint Project Results.

20. Each Party can obtain from the other Parties a perpetual royalty-free non-exclusive license ("right of access") to their Exclusive or Joint Project Results for educational and non-commercial research.

Article 5 – Confidentiality

1. "Confidential Information" is understood to mean:

- information which is clearly marked as confidential information when it is disclosed;
- information of which the confidential nature is confirmed within fourteen calendar days from its oral disclosure;
- information which must obviously be considered confidential;

2. The parties shall keep Confidential Information strictly confidential during the course of this Agreement and for a period of five (5) years after the end of this Agreement. Staff members, consultants and subcontractors of the parties involved in the performance of this Project shall also undertake not to disclose any confidential information; the parties shall take the necessary precautionary measures for this purpose. It is forbidden for the Party receiving the Confidential Information to disclose fully or partly, in any form whatsoever, directly or indirectly, the Confidential Information to any third party, without the disclosing party's prior written consent.

The party receiving the Confidential Information shall only use the Confidential Information within the framework of this Agreement and shall refrain from using the Confidential Information for any other purpose, unless this is allowed in accordance with the provisions of this Agreement. Unless otherwise agreed upon in writing, sharing of Confidential Information with a Party does not invoke any user rights (licences) for the receiving Party; nor does the disclosing of Confidential Information entitle the receiving party to use, rent, sell, share or have at its disposal in any form whatsoever or to the

advantage of any other party or person whomsoever other than the disclosing Party, unless this is allowed in accordance with the provisions of this Agreement.

3. However, this confidentiality obligation and limited use do not apply to information:

- which the receiving Party can show was already rightfully in its possession at the time that it was first obtained from the disclosing Party;
- which was already common knowledge at the time that it was obtained from the disclosing Party;
- which became common knowledge through no fault of the receiving Party after it was obtained from the disclosing party;
- which the receiving party obtained from a third Party which possesses the information in question in good faith and which is authorised to share this information with the receiving party;
- which the receiving party can show that it was developed by said receiving party independently of the knowledge and/or use by the receiving party of any information whatsoever by the disclosing party; or
- which must be disclosed on the grounds of a court decision or a legal provision.

4. Parties acknowledge that in the execution of the Agreement it is necessary and inevitable to exchange personal data as defined in the General Data Protection Regulation (EU 2016/679) of April 27th, 2016. Said exchange of personal data is however limited to professional contact details of employees, agents, advisors or subcontractors working on behalf of a Party. If, in the course of the Agreement, the exchange extends beyond mere professional contact details, a data processing agreement will be concluded and attached to this Agreement.

The Parties agree that, on the first request of disclosing Party, the receiving Party shall destroy or return to the disclosing Party all Confidential Information received in written or other tangible form, including copies thereof. The receiving Party may retain for legal archiving and reference purposes only, one copy of the Confidential Information, so that there is a record of the Confidential Information which was made available to the receiving Party.

Article 6 – Ownership and use of the Material

Material

“Material” means the biologicals, including any relevant data, transferred by the Material Provider as described in Annex 2; unmodified descendants such as virus from virus, cell from cell, organism from organism; and substances created by the Material Recipient which constitute an unmodified functional subunit or product expressed by the transferred biologicals.

1. The Material Provider shall remain the sole owner of the Material and any Intellectual Property vested in it.
2. The Material Provider shall prepare the Material for shipment in accordance with any applicable legislation.
3. The Material Recipient shall return to the Material Provider, destroy or retain any remaining Material upon termination of the Agreement, as requested in writing by the Material Provider.

4. The Material is supplied solely for scientific research purposes. The Material Recipient shall use the Material only for the Project and shall not use the Material for any product or process for commercial purposes. If the Material Recipient wishes to use the Material beyond the Project, such research will only be pursued upon an additional written agreement signed by both Parties.
5. The Material Recipient shall limit access to the Material to those of its Officers (“Officers” meaning directors, managers, employees, agents and advisors (including but not limited to financial advisors, legal counsels and accountants)) who need it in order to perform the Project. The Material Recipient undertakes to have any of its Officers involved in the Project comply with the provisions of the Agreement. The Material Recipient shall not sell, distribute, release, transmit or disclose the Material to any other person or entity without prior written permission by the Material Provider.
6. The Material Recipient agrees to comply with all governmental regulations in all jurisdictions, which are applicable to its use of the Material.
7. The Material Provider ensures that all the Material is obtained and processed in compliance with the applicable regulations and that all required subject consents and prior ethics approvals have been obtained.
8. The Material Recipient ensures that any parts of the non-human Material, which are considered subject of the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the Convention on Biological Diversity (the “Nagoya Protocol”), shall only be received, accessed and further utilized when the Material Recipient has complied with the applicable access and benefit sharing laws implemented by the country from which such genetic resources are sourced. The Material Provider shall share the essential information of the non-human Material (what and collected when, where and by whom) and this shall be described in Annex 2. Through this Agreement, the Material Provider also formally reminds the Material Recipient that it is its responsibility to verify that the nonhuman material is used in compliance with (i) the Nagoya Protocol; (ii) implementing Regulation (EU) 2015/1866; (iii) The Nagoya Protocol (Compliance) Regulations 2015 (UK Statutory Instrument, No. 821); and (iv) any other applicable laws and regulations. The Material Recipient is responsible for any declarations of due diligence required by applicable laws and regulations.

Article 7 – Publication

1. The Parties shall at all times conform with the provisions regarding publication / dissemination / public disclosure of the Project Results (“Publication”), as required in the Basic Agreement and this Agreement, without prejudice to the obligations relating to keeping Confidential Information secret as provided in this Agreement, and without prejudice to the obligation to state in the Publication that the Project Results were generated in cooperation with the other Party, unless the latter expressly request not to be mentioned.
2. A Party who is not owner of (Exclusive or Joint) Project results may not publish these without prior written permission by the Party owning or co-owning the respective Project Results.
3. The Parties shall make special agreements, such as the manner in which publications are distributed to other Parties and the listing of the Exclusive and Joint Project Results. In this respect, the Parties shall take into account the possible valorisation of the Project Results on the one hand, and the academic and freedom of publication on the other hand, without prejudicing the above-mentioned provisions.
4. Scientific publications by either Party, resulting from or based on the Project, must reflect the true contribution of each scientist involved.

5. During the confidentiality period as laid down in Article 5.2, the Party wishing to publish (the "Publishing Party") shall disclose in writing to the other Parties at least thirty (30) calendar days prior to the date of the (submission for) Publication all the details of any planned publication relating to the Project. By means of a reasoned written notification to the Publishing Party (the "Notification of Objection"), the other Parties can:

- a. prevent the Publication of their Confidential Information;
- b. succeed in making the Publishing Party delay the proposed Publication for a maximum of one (1) month as from the day on which the Notification of Objection was received if, according to the concerned Party's reasonable estimation, such delay is necessary to obtain a patent or other protection for its Background Knowledge or its Project Results, which constitutes or constitute the subject of the Publication.

6. A valid Notification of Objection contains a precise and reasoned request for necessary modifications. If an objection is made in this manner, the Parties shall deliberate on how to overcome the justified grounds for the objection as quickly as possible (for example by adjusting the Publication or protecting the respective Background Knowledge or Project Results). The objection to the Publication shall not be continued unreasonably if appropriate measures were taken subsequent to the deliberation. Any Notification of Objection must be made within a time limit of fifteen calendar days, which is to be calculated as from the date on which the draft Publication was received. If the Publishing Party does not receive any Notification of Objection within this time limit, it is free to make the respective Publication.

7. The Parties acknowledge that, if the Project falls within the framework of doctoral research, the (provisional) Publication of the Project Results is essential for the respective doctoral researcher(s). For this reason, the Parties shall regularly deliberate on the possible Publication of (provisional) Project Results. Notwithstanding a Notification of Objection on time in accordance with the procedure as outlined above, the respective doctoral researcher shall have the right to defend his or her doctoral thesis in accordance with the applicable legislation, examination regulations and prescriptions. If any Notification of Objection has been received, the Parties shall deliberate without delay on taking appropriate measures with a view to guaranteeing the confidentiality of the Confidential Information or the Project Results which one or more Parties wishes or wish to keep confidential.

8. The Publishing Party agrees that acknowledgment or co-authorship, according to standards of good scientific practice, will be given to relevant personnel of the non-publishing Party for any publication by the publishing Party's personnel of information that is generated under the Project.

9. Parties mutually agree that the use of each other's names, logo, trademarks, the names of their products and researchers will not be used in any disclosures without the prior consent of the other Party/ies.

10. In accordance with the FWO regulations, a publication must be published in an 'open access' database

Article 8. Liability

1. The Parties do not provide any guarantee that (the content or use of) Background Knowledge, Material, Confidential Information or Project Results which were provided by them personally, their employees or persons designated by them, do not constitute any violation of the rights of third parties or that they can give cause for such violation.

2. None of the Parties accept any liability for any use made by the other Party of, or the trust that is put in, the Background Knowledge, Material, Project Results or Confidential Information provided regarding a Project Result.

3. No Party shall be liable for the acts or omissions of any other Party, or the acts or omissions of any other Party's employees, officers or agents, in connection with the performance of the Project under this Agreement.

IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOST REVENUES OR PROFITS, ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT.

4. A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the funding received.

5. The liability of the Parties vis-à-vis one another, the origin of which lies in this Agreement, the Project or the Project Results, shall never include indirect damage (including but not limited to lost profit, loss of income, data, business or other opportunities), even if the Party which files the claim notified the other Party (Parties) in advance of the possibility of such damage, nor in the case where the respective Party could reasonably have foreseen such indirect damage.

6. A Party cannot be held liable for damage pursuant to the (minor or major) mistakes or tasks another Party made or, respectively, performed, within the framework of this Project.

7. Except in the case of a major mistake or wilful breach of contract, the Parties' overall liability vis-à-vis one another, the origin of which lies in this Agreement, the Project or the Project Results, shall never exceed each Party's share in the financing provided by the FWO.

Article 9. Term

1. This Agreement enters into effect on the last signature date.

2. The Project starts on 1/01/2025 ("Start Date") and shall continue for a period of 4 years, ending on 31/12/2028. If the Effective Date is after the Start Date, the provisions of this Agreement shall retroactively apply as of the Start Date.

3. If a party does not fulfil its obligations arising under this Agreement or under the Basic Agreement, and this default is not remedied within sixty (60) calendar days after receipt of a written notice of default, the other Party can terminate this Agreement in respect of the defaulted Party. In such a case, the Principal Contractor shall deliberate with the FWO as to whether the Agreement and the performance of the Project can be continued with the other parties involved in the project/FWO-application.

4. The provisions of this Agreement regarding the protection and valorisation of the Project Results, confidentiality of the Confidential Information, Publication and Liability, remain in full force, although they may be limited to the time limits provided therein, also after this Agreement has been terminated for any reason whatsoever.

Article 10. Miscellaneous

1. All provisions applying to the relationship between Parties in accordance with the Funding Agreement shall apply to this Agreement.

2. This Agreement is governed by Belgian law excluding its provisions on conflict of law. The parties shall attempt to amicably settle any dispute arising from the formation, execution, termination and/or interpretation of this Agreement. All disputes arising out of or in connection with this

- Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
- a) The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.
 - b) The award of arbitration will be final and binding upon the Parties.
 - c) Nothing in this Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.
- 3. If the execution of the Agreement is hindered or curtailed by force majeure, the Party suffering the force majeure is exempted from those contractual obligations of which fulfilment is directly hindered or curtailed for the duration of the force majeure, provided, however, that said Party:
 - a) immediately informs the other Party of the causes of the force majeure in writing;
 - b) does its utmost to prevent or remedy such causes of non-execution; and
 - c) shall continue the execution as soon as the causes of the force majeure have been removed.
 - 4. If the event of force majeure continues for a period exceeding forty-five (45) calendar days, any Party has the right to terminate the Agreement.
 - 5. The Agreement cannot be amended or supplemented other than by a written agreement signed by all Parties.
 - 6. Any Party may terminate their own participation under this Agreement by providing a minimum of thirty (30) days prior written notice to the Parties. In such a case, the Principal Contractor shall deliberate with the FWO as to whether the Agreement and the performance of the Project can be continued with the other Parties involved in the project/FWO-application.
 - 7. Total subcontracting of the object of education, science, technology, and innovation agreements arising out of this Agreement is prohibited. Partial subcontracting that delegates the core responsibilities of the Agreement to third parties is also not permitted.
 - 8. The invalidity, unlawfulness or non-enforceability of a provision of the Agreement does not prejudice the validity, lawfulness and enforceability of the other provisions of the Agreement.

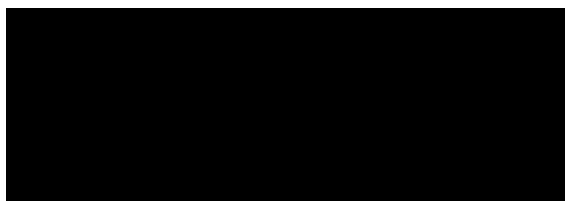
Annex 1: The Project application as submitted and approved by FWO and the Basic Agreement including the applicable FWO regulation

Annex 2: Description of Material

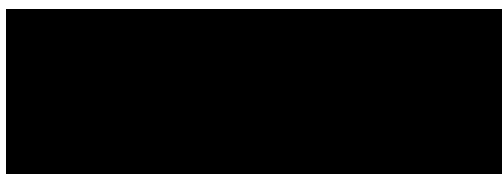
This Agreement can only be valid if this document is signed by all the Parties.

A qualified electronic signature (e.g. via DocuSign) will have the same validity, legality and enforceability as an original signature. Each of the parties receives a fully signed copy of this agreement. The delivery of such fully signed copy via e-mail or DocuSign will have the same validity as the delivery of an original.

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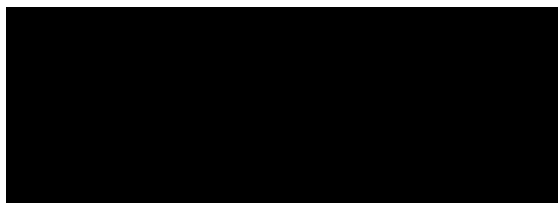


Prof. Dr. Özge Tunçalp Mingard
Director

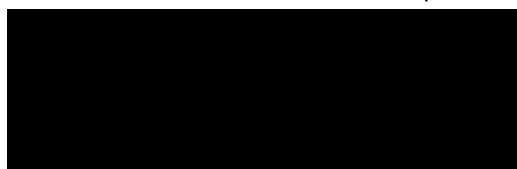


Prof. Anna Rosanas-Urgell
Supervisor-spokesperson

UNIVERSITEIT ANTWERPEN

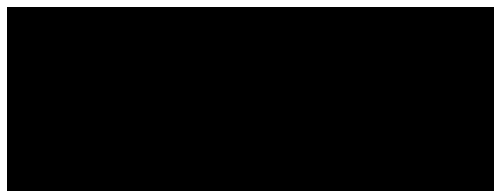


Prof. Dr. M. Weyn
Vice rector research and impact

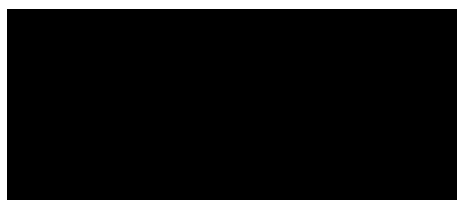


Prof. Yann Sterckx
Supervisor

IOCB

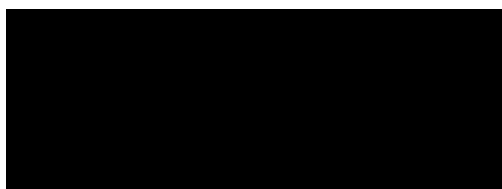


Prof. Dr. Jan Konvalinka
Director

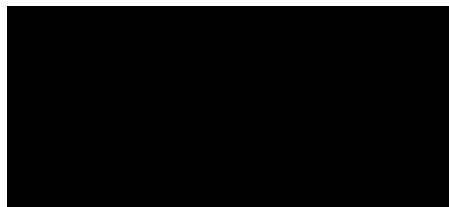


Dr. Evzen Boura
Co-supervisor

ROYAL VETERINARY COLLEGE



Moataz Abdelhamed
Head of Contracts

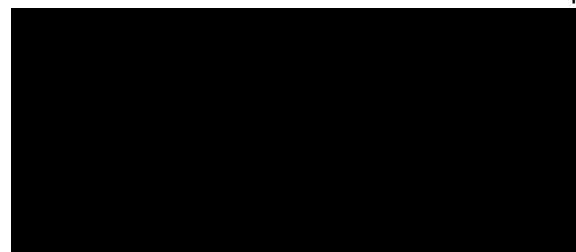


Dr. Ellen Knuepfer
Co-supervisor

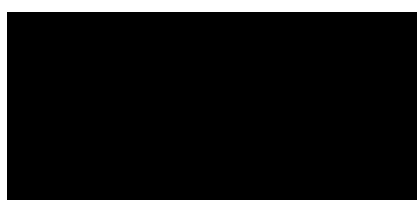
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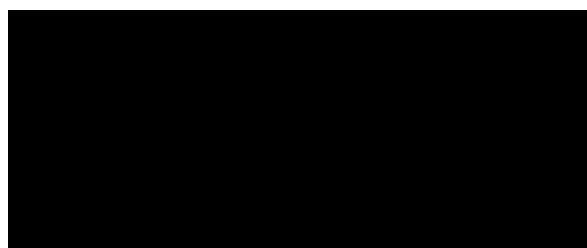
Prof. Dr. Raiane Patricia Severino Assumpção



Prof. Caroline Aguiar

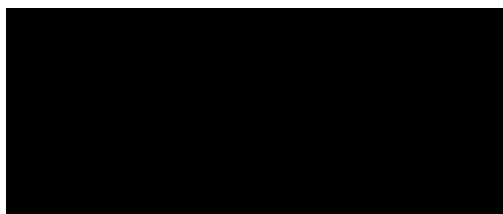


Prof. Roberto Moraes
Co-supervisor

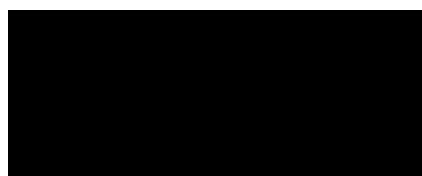


Prof. Dr. Maria José da Silva Fernandes

ISGLOBAL



Gonzalo Vicente Lacambra



13/8/2025 | 11:49 CEST

Prof Alfred Cortés
Co-supervisor



Annex 1: The Project application as submitted and approved by FWO and the Basic Agreement including the applicable FWO regulation

Senior research projects fundamental research

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