

# Consortium Agreement



RES-Q PLUS

Version 03, 10/10/2022

(Based on DESCA – Model Consortium Agreement for Horizon Europe, version 1, December 2021)

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## CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on 1 November, 2022, hereinafter referred to as the Effective Date

### **BETWEEN:**

**INSTITUTE OF HEALTH INFORMATION AND STATISTICS OF THE CZECH REPUBLIC, IHIS**, with legal address Palackého nám. 375/4, 128 01 Praha, Czechia, the Coordinator

**FAKULTNI NEMOCNICE U SV. ANNY V BRNE, ICRC**, with legal address Pekarska 53, 602 00, Brno, Czechia

**AALBORG UNIVERSITET**, Department of Architecture, Design and Media Technology, AAU, with legal address Fredrik Bajers Vej 7K, 9220, Aalborg, Denmark

**UNIVERZITA KARLOVA, CUNI**, with legal address Ovocny Trh, 560/5, 116 36, Praha 1, Czechia

**TECHNOLOGICAL UNIVERSITY DUBLIN, TUD**, with legal address North Circular Road 191, Park House Grangegorman, D07 EWW4, Dublin, Ireland

**ONTOTEXT AD** (formerly named SIRMA AI EAD), SAI, with legal address 135 Tsarigradsko Shose Blvd, 1784, Sofia, Bulgaria

**UNIVERSIDAD DE MURCIA, UM**, with legal address Avenida Teniente Flomesta S/N - Edificio Convalecencia, 30003, Murcia, Spain

**TIMELEX, TLX**, with legal address Joseph Stevensstraat 7, PO box: 000, 1000, Brussels, Belgium

**CHINO SRL, CHINO**, with legal address Via Segantini 28, PO box: 000, 38068, Rovereto, Italy

**MASARYKOVA UNIVERZITA, MUNI**, with legal address Zerotinovo namesti 9, 601 77, Brno, Czechia

**THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW**, incorporated under the Universities (Scotland) Act 1889 and having its principal office at University Avenue, Glasgow G12 8QQ, a registered Scottish charity in terms of Section 13 (2) of the Charities and Trustee Investment (Scotland) Act 2005 (Charity Number SC004401, Charity Name 'University of Glasgow Court) participating and also referred to as “Associated partner”

**FUNDACIÓ HOSPITAL UNIVERSITARI VALL D'HEBRON - INSTITUT DE RECERCA, VHIR**, with legal address Passeig Vall D'Hebron 119-129, Mediterranean Building, 2<sup>nd</sup> floor, 08035, Barcelona, Spain

**BOEHRINGER INGELHEIM INTERNATIONAL GMBH, BI**, with legal address Binger Strasse, PO box 55216, Ingelheim, Germany

**WORLD STROKE ORGANIZATION, WSO**, with legal address 7 Rue Francois Versonnex 7, PO box: 6053, 1211, Geneva, Switzerland

**STROKE ALLIANCE FOR EUROPE, SAFE**, with legal address Rue Washington 40, 1050, Brussels, Belgium

**ETHNIKO KAI KAPODISTRIAKO PANEPISTIMIO ATHINON, NKUA**, with legal address 6 Christou Lada Str, PO box: 000, 10561, Athina, Greece

**INSTYTUT PSYCHIATRII I NEUROLOGII, IPIN**, with legal address Ulica Sobieskiego 9, 02 957, Warszawa, Poland

**SPITALUL UNIVERSITAR DE URGENTA BUCURESTI, UHB**, with legal address Independentei 169, sector Postal code 050098, Bucuresti, Romania

**MNOGOPROFILNA BOLNITSA ZA AKTIVNO LECHENIE PO NEVROLOGIA I PSIHIATRIA SV NAUM AD, NAUM**, with legal address Tsarigradsko Shosse Boulevard IV Kilometer 1, Louben Roussev str, PO box: 000, 1113, Sofia, Bulgaria

**HEALTH MANAGEMENT INSTITUTE, Z U, HMI** (formerly named RES-Q GLOBAL Z. U.), with legal address Prazakova 1008/69, Brno 639 00, Czechia

**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**, established in COLLEGE GREEN, DUBLIN 2, Ireland

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

relating to the Action entitled

**Comprehensive solutions for healthcare improvement based on the global Registry of Stroke Care Quality**

in short

**RES-Q PLUS**

hereinafter referred to as "Project"

**WHEREAS:**

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority as part of Horizon Europe – the Framework Programme for Research and Innovation (2021-2027).

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

The Parties are aware that this Consortium Agreement is based upon the [DESCA model consortium agreement](#).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

# 1 Definitions

## 1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Horizon Europe Regulation or in the Grant Agreement including its Annexes.

## 1.2 Additional Definitions

### “Consortium Body”

Consortium Body means any management body described in Section 6 (Governance Structure) of this Consortium Agreement.

### “Consortium Plan”

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

### “Granting Authority”

means the body awarding the grant for the Project.

### “Defaulting Party”

Defaulting Party means a Party which the General Assembly has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

### “Needed”

means:

*For the implementation of the Project:*

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

*For Exploitation of own Results:*

Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

### “Software”

Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

# 2 Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the

management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

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

#### **3.1 Entry into force**

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

This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement. According to the Act No. 340/2015 Sb., on Register of Contracts ICRC is obliged to publish the text of the contract (the Consortium Agreement). The Consortium Agreement shall be made accessible to the general public, but personal data and signatures shall be omitted.

An entity becomes a new Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

#### **3.2 Duration and termination**

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement (in both cases as eventually amended).

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

If

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

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

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

The provisions relating to Access Rights, Dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

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

## **4 Responsibilities of Parties**

### **4.1 General principles**

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

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

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

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

### **4.2 Breach**

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

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

### **4.3 Involvement of third parties**

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities or other Participants) in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. Such Party has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

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

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

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

## **4.5 Specific rules for associated partners**

### **4.5.1**

In accordance with Article 9.1 of the Grant Agreement, notwithstanding any other provisions in this Consortium Agreement, the Associated Partners:

- shall be subject to the provisions of Articles 11 (proper implementation), 12 (conflicts of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (recordkeeping) of the Grant Agreement; and
- shall implement the action tasks attributed to them in the Annex I of the Grant Agreement in accordance with article 11 of the Grant Agreement;
- shall not be subject to the financial provisions set out in the Grant Agreement and Clause 7 (Financial Provisions) of this Consortium Agreement and shall not vote on the questions arising thereof. The Associated Partners participation in the Project is subject to receipt of funding from its national Government;

### **4.5.2**

The Associated Partners shall comply with and be bound by the provision of the Grant Agreement and its annexes relating to Ethics, data protection and access rights despite the wording of those provision which only refer to beneficiaries.

### **4.5.3**

The Associated partners shall further comply with reasonable requests by the other Parties where the cooperation of the Associated Partner is necessary for performance of other Party's obligations under the Grant Agreement.

### **4.5.4**

It is hereby acknowledged by the Associated Partners that the bodies mentioned in Article 25 of the Grant Agreement can exercise their rights also towards the Associated Partners.

## **5 Liability towards each other**

### **5.1 No warranties**

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

Therefore,

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

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

## **5.2 Limitations of contractual liability**

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

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

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

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

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

## **5.4 Force Majeure**

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

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

# **6 Governance structure**

## **6.1 General structure**

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

- The General Assembly as the ultimate decision-making body of the consortium
- The Project Steering Committee as the supervisory body for the execution of the Project, which shall report to and be accountable to the General Assembly
- The Coordinator as the legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

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

### **6.2.1 Representation in meetings**

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

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;

and shall participate in a cooperative manner in the meetings.

**6.2.2 Preparation and organisation of meetings**

6.2.2.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon request of the Project Steering Committee or 1/3 of the Members of the General Assembly
Project Steering Committee	At least every 6 months	At any time upon request of any Member of the Project Steering Committee

6.2.2.2

Meetings of each Consortium Body may also be held by tele- or videoconference, or other telecommunication means.

6.2.2.3

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.2.5.2.

6.2.2.4

*Decisions without a meeting*

Any decision may also be taken without a meeting if

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

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

A veto according to Section 6.2.4 may be submitted up to 15 calendar days after receipt of this information.

The decision will be binding after the Coordinator sends a notification to all Members respecting the veto according to Section 6.2.4. The Coordinator will keep records of the votes and make them available to the Parties on request.

### 6.2.3 Voting rules and quorum

#### 6.2.3.1

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

If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members is present or represented.

#### 6.2.3.2

Each Member of a Consortium Body present or represented in the meeting shall have number of votes equal to the amount of costs attributed to the party in the project budget agreed on in the Grant Agreement. Each Euro budgeted for a given Party equals one vote of the respective Party. The Coordinator shall have the amount equal to twice the amount of costs attributed to the Coordinator in the project budget agreed on in the Grant Agreement.

*Members below are in the order generated by the participant portal.*

Status	Nr.	Party	Budget	Votes	Weight (rounded off to %)
Partner	1	USTAV ZDRAVOTNICKYCH INFORMACI A STATISTIKY CESKE REPUBLIKY	499 896,25 €	999792,50	12,2%
Partner	2	AALBORG UNIVERSITET	830 000,00 €	830000,00	10,1%
Partner	3	UNIVERZITA KARLOVA	622 125,00 €	622125,00	7,6%
Partner	4	TECHNOLOGICAL UNIVERSITY DUBLIN	521946,43 €	521946,43	6,4%
Partner	6	ONTOTEXT AD (formerly named SIRMA AI EAD)	821 875,00 €	821875,00	10,0%
Partner	7	UNIVERSIDAD DE MURCIA	384 750,00 €	384750,00	4,7%
Partner	8	TIMELEX	284 375,00 €	284375,00	3,5%

Partner	9	CHINO SRL	463 125,00 €	463125,00	5,6%
Partner	10	Masarykova univerzita	193 750,00 €	193750,00	2,4%
Partner	11	FUNDACIO HOSPITAL UNIVERSITARI VALL D'HEBRON - INSTITUT DE RECERCA	396 730,00 €	396730,00	4,8%
Partner	12	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	326 250,00 €	326250,00	4,0%
Partner	13	WORLD STROKE ORGANIZATION	221 250,00 €	221250,00	2,7%
Partner	14	STROKE ALLIANCE FOR EUROPE	53 250,00 €	53250,00	0,6%
Partner	15	ETHNIKO KAI KAPODISTRIAKO PANEPISTIMIO ATHINON	222 000,00 €	222000,00	2,7%
Partner	16	INSTYTUT PSYCHIATRII I NEUROLOGII	132 700,00 €	132700,00	1,6%
Partner	17	SPITALUL UNIVERSITAR DE URGENTA BUCURESTI	137 565,00 €	137565,00	1,7%
Partner	18	MNOGOPROFILNA BOLNITSA ZA AKTIVNO LECHENIE PO NEVROLOGIA I PSIHIATRIA SV NAUM	106 515,00 €	106515,00	1,3%
Partner	19	HEALTH MANAGEMENT INSTITUTE, Z U (formerly named RES-Q GLOBAL Z. U.)	851 177,25 €	851177,25	10,4%
Partner	21	FAKULTNI NEMOCNICE U SV. ANNY V BRNE	180 352,50 €	180352,50	2,2%
Partner	22	THE PROVOST, FELLOWS, FOUNDATION SCHOLARS AND THE OTHER MEMBERS	51 178,57 €	51 178,57	0,6%

		OF BOARD, OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY OF QUEEN ELIZABETH			
Ass. Partner	20	UNIVERSITY OF GLASGOW	399 955,00 €	399955,00	4,9%

#### 6.2.3.3

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

#### 6.2.3.4

Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

### 6.2.4 Veto rights

#### 6.2.4.1

A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision. A decision of a Consortium Body further specifying activities under the project, that are in broader terms foreseen in the project description in the Grant agreement, can not be vetoed unless such a further specification would result in substantial reduction of financing for the Party wishing to veto the decision compared to the budget included in the Grant Agreement.

#### 6.2.4.2

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

#### 6.2.4.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting or within 15 calendar days after receipt of the draft minutes of the meeting.

A Party that is not appointed to participate to a particular Consortium Body may veto a decision within the same number of calendar days after receipt of the draft minutes of the meeting.

#### 6.2.4.4

When a decision has been taken without a meeting a Party may veto such decision within 15 calendar days after written notice by the chairperson of the outcome of the vote.

#### 6.2.4.5

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

#### 6.2.4.6

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

#### 6.2.4.7

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

### **6.2.5 Minutes of meetings**

#### 6.2.5.1

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

#### 6.2.5.2

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

#### 6.2.5.3

The chairperson shall send the accepted minutes to all the Parties and to the Coordinator, who shall retain copies of them.

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

### **6.3.1 General Assembly**

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

#### 6.3.1.1 Members

##### 6.3.1.1.1

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

##### 6.3.1.1.2

Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement.

#### 6.3.1.1.3

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

#### 6.3.1.1.4

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

#### 6.3.1.2 Decisions

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

In addition, all proposals made by the Project Steering Committee shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

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

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified entities under the same control)

##### Evolution of the consortium

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the Project and measures relating thereto
- Proposal to the Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

##### Appointments

On the basis of the Grant Agreement, the appointment if necessary of:

- External Advisory Board Members
- Ethics Board Members

### **6.3.2 Project Steering Committee**

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

#### **6.3.2.1 Members**

The Project Steering Committee shall consist of the Coordinator and Work Package Leaders.

The Coordinator shall chair all meetings of the Project Steering Committee, unless decided otherwise by a majority of two-thirds.

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

Minutes of Project Steering Committee meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

#### **6.3.2.3 Tasks**

##### **6.3.2.3.1**

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

##### **6.3.2.3.2**

The Project Steering Committee shall seek a consensus among the Parties.

##### **6.3.2.3.3**

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

##### **6.3.2.3.4**

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

##### **6.3.2.3.5**

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

##### **6.3.2.3.6**

The Project Steering Committee shall:

- support the Coordinator in preparing meetings with the Granting Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Granting Authority in respect of the procedures of the Grant Agreement Article 17 and Annex 5 Section "Communication, Dissemination, Open Science and Visibility" and of Section 8 of this Consortium Agreement.

#### 6.3.2.3.7

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

### **6.4 Coordinator**

#### **6.4.1**

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

#### **6.4.2**

In particular, the Coordinator shall be responsible for:

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

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

#### **6.4.3**

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

#### **6.4.4**

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

#### **6.4.5**

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

## **6.5 External Advisory Board (EAB)**

An External Advisory Board (EAB) will be appointed and steered by the General Assembly. The EAB shall assist and facilitate the decisions made by the General Assembly.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each EAB member.

By way of exception to Section 6.4.4 above, the Parties mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter “NDA”) with each member of the EAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the EAB, either directly or through the Coordinator in the case where the concerned Party gave to the Coordinator its prior written approval for such disclosure. The NDA for the EAB members is enclosed as Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5.

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier. The Coordinator shall write the minutes of the EAB meetings and submit them to the General Assembly. The EAB members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

## **6.6 Ethics Board (EB)**

An external Ethics Board will be appointed and steered by the General Assembly. The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each EB member.

By way of exception to Section 6.4.4 above, the Parties mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter “NDA”) with each member of the EAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the EAB, either directly or through the Coordinator in the case where the concerned Party gave to the Coordinator its prior written approval for such disclosure. The NDA for the EB members is enclosed as Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5.

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier.

# **7 Financial provisions**

## **7.1 General Principles**

### **7.1.1 Distribution of Financial Contribution**

The financial contribution of the Granting Authority to the Project shall be distributed by the Coordinator according to:

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

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

### **7.1.2 Justifying Costs**

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

### **7.1.3 Funding Principles**

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

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

### **7.1.4 Excess payments**

A Party has received excess payment

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

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

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

### **7.1.5 Revenue**

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

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

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

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

## **7.2 Payments**

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

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Granting Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

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

### **7.2.2**

The transfer of the initial pre-financing, the additional pre-financings (if any) and interim payments to Parties will be handled in accordance with Article 22.1. and Article 7 of the Grant Agreement.

Funding of costs included in the Consortium Plan will be paid by the Coordinator to the Parties after receipt of payments from the Granting Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Granting Authority will be paid to the Party concerned.

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

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

## **8 Results**

### **8.1 Ownership of Results**

Results are owned by the Party that generates them.

### **8.2 Joint ownership**

Joint ownership is governed by Grant Agreement Article 16.4 and its Annex 5, Section Ownership of results, with the following additions:

In case of joint ownership of Results, a separate written agreement shall be concluded among the Parties concerned. The shares of co-ownership will be set according to the intellectual, human, material and financial contributions of each joint owners.

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).
- 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.

### **8.3 Transfer of Results and Competition**

#### **8.3.1**

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

#### **8.3.2**

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

#### **8.3.3**

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

#### **8.3.4**

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

#### **8.3.5**

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

#### **8.3.6**

The Parties undertake not to use any of the results from the Project for or with any activities, services or products that compete with or could fully or partially substitute the Registry of Stroke Care Quality Plus with all its additional services and features as envisioned by the Project documentation. Each party transferring or licensing its results or otherwise enabling any third party to use its results shall contractually oblige the third party to adhere to the obligations under this subsection.

## **8.4 Dissemination**

### **8.4.1**

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

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

#### **8.4.2.1**

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

Prior notice of any planned publication shall be given to the other Parties at least 10 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 7 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

#### **8.4.2.2**

An objection is justified if

- a) the protection of the objecting Party's Results or Background would be adversely affected, or
- b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
- c) the proposed publication includes Confidential Information of the objecting Party.

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

#### **8.4.2.3**

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

#### **8.4.2.4**

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

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

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

#### **8.4.4 Cooperation obligations**

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

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

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

## **9 Access Rights**

### **9.1 Background included**

#### **9.1.1**

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

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

#### **9.1.2**

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

### **9.2 General Principles**

#### **9.2.1**

Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

#### **9.2.2**

Any Access Rights granted exclude any rights to sublicense unless expressly stated otherwise.

#### **9.2.3**

Access Rights shall be free of any administrative transfer costs.

#### **9.2.4**

Access Rights are granted on a non-exclusive basis.

### **9.2.5**

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

### **9.2.6**

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

### **9.2.7**

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

## **9.3 Access Rights for implementation**

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

## **9.4 Access Rights for Exploitation**

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

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

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

### **9.4.2**

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

### **9.4.3**

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

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

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control" if they are identified in Attachment 4 (Identified entities under the same control) to this Consortium Agreement.

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to

the latter's entity under the same control listed in Attachment 4. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

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

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

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

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

## **9.6 Additional Access Rights**

The Parties agree to negotiate in good faith any additional Access Rights to Results as might be asked for by any Party, upon adequate financial conditions to be agreed.

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

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

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

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

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

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

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

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

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

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

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

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

## **9.8 Specific provisions for Access Rights to Software**

### **9.8.1 Definitions relating to Software**

“Application Programming Interface” or “API” means the application programming interface materials and related documentation containing all data and information to allow skilled Software developers to create Software interfaces that interface or interact with other specified Software.

“Controlled License Terms” means terms in any license that require that the use, copying, modification and/or distribution of Software or another work (“Work”) and/or of any work that is a modified version of or is a derivative work of such Work (in each case, “Derivative Work”) be subject, in whole or in part, to one or more of the following:

- a) (where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;
- b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- c) that a royalty-free license relating to the Work or Derivative Work be granted to any third party.

For the avoidance of doubt, any Software license that merely permits (but does not require any of the things mentioned in (a) to (c) is not under Controlled License Terms.

“Object Code” means Software in machine-readable, compiled and/or executable form including, but not limited to, byte code form and in form of machine-readable libraries used for linking procedures and functions to other software.

“Software Documentation” means Software information, being technical information used, or useful in, or relating to the design, development, use or maintenance of any version of a Software programme.

“Source Code” means Software in human readable form normally used to make modifications to it including, but not limited to, comments and procedural code such as job control language and scripts to control compilation and installation.

### **9.8.2 General principles**

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software as far as not modified by this Section 9.8.

Parties’ Access Rights to Software do not include any right to receive Source Code or Object Code ported to a certain hardware platform or any right to receive Source Code, Object Code or respective Software Documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

The introduction of Software under Controlled License Terms in the Project requires the prior approval of the General Assembly to implement such introduction into the Consortium Plan.

### **9.8.3 Access to Software**

Access Rights to Software that is Results shall comprise:

- Access Rights to the Object Code; and,

- where normal use of such an Object Code requires an API, Access Rights to the Object Code and such an API; and,
- if a Party can show that the execution of its tasks under the Project or the Exploitation of its own Results is technically or legally impossible without Access Rights to the Source Code, Access Rights to the Source Code to the extent necessary.

Background shall only be provided in Object Code unless otherwise agreed between the Parties concerned.

#### **9.8.4 Software license and sublicensing rights**

##### 9.8.4.1 Object Code

###### 9.8.4.1.1 Results - Rights of a Party

Where a Party has Access Rights to Object Code and/or API that is Results for Exploitation, such Access shall, in addition to the Access for Exploitation foreseen in Section 9.4, as far as Needed for the Exploitation of the Party's own Results, comprise the right:

- to make an agreed number of copies of Object Code and API; and
- to distribute, make available, market, sell and offer for sale such Object Code and API alone or as part of or in connection with products or services of the Party having the Access Rights;

provided however that any product, process or service has been developed by the Party having the Access Rights in accordance with its rights to exploit Object Code and API for its own Results.

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.1.1, the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

###### 9.8.4.1.2 Results - Rights to grant sublicenses to end-users

In addition, Access Rights to Object Code shall, as far as Needed for the Exploitation of the Party's own Results, comprise the right to grant in the normal course of the relevant trade to end-user customers buying/using the product/services, a sublicense to the extent as necessary for the normal use of the relevant product or service to use the Object Code alone or as part of or in connection with or integrated into products and services of the Party having the Access Rights and, as far as technically essential:

- to maintain such product/service;
- to create for its own end-use interacting interoperable Software in accordance with the Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs.

###### 9.8.4.1.3 Background

For the avoidance of doubt, where a Party has Access Rights to Object Code and/or API that is Background for Exploitation, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

##### 9.8.4.2 Source Code

###### 9.8.4.2.1 Results - Rights of a Party

Where, in accordance with Section 9.8.3, a Party has Access Rights to Source Code that is Results for Exploitation, Access Rights to such Source Code, as far as Needed for the Exploitation of the Party's

own Results, shall comprise a worldwide right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.2.1, the Parties shall agree on the terms thereof, with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

#### 9.8.4.2.2 Results – Rights to grant sublicenses to end-users

In addition, Access Rights, as far as Needed for the Exploitation of the Party's own Results, shall comprise the right to sublicense such Source Code, but solely for purpose of adaptation, error correction, maintenance and/or support of the Software.

Further sublicensing of Source Code is explicitly excluded.

#### 9.8.4.2.3 Background

For the avoidance of doubt, where a Party has Access Rights to Source Code that is Background for Exploitation, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

### 9.8.5 Specific formalities

Each sublicense granted according to the provisions of Section 9.8.4 shall be made by a traceable agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

## 10 Non-disclosure of information

### 10.1

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

### 10.2

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided

that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

### **10.3**

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

### **10.4**

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

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

### **10.5**

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

### **10.6**

Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

### **10.7**

If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and

- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

## **11 Miscellaneous**

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

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified entities under the same control)
- Attachment 5 (NDA for EAB and EB)

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

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

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

Except as otherwise provided in Section 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

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

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

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

Formal notices:

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

Written notice:

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

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

Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in 6.3.1.2 require a separate written agreement to be signed between all Parties.

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

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

#### **11.6 Language**

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

#### **11.7 Applicable law**

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

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

The Parties shall endeavour to settle their disputes amicably.

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

## 12 Signatures

### AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

**INSTITUTE OF HEALTH INFORMATION AND STATISTICS OF THE CZECH REPUBLIC, IHIS**

Signature(s)

Names(s): prof. RNDr. Ladislav Dušek, Ph.D.

Title(s) Director

Date

**FAKULTNI NEMOCNICE U SV. ANNY V BRNE, ICRC**

**Signature(s)**

**Name(s)**      Ing. Vlastimil Vajdák

**Title(s)**      Director

**Date**      6. 10. 2025



**Fakultní nemocnice  
u sv. Anny v Brně  
Pekařská 664/53. 602 00 Brno  
ředitel**

**AALBORG UNIVERSITET, AAU**

Signature(s)

[REDACTED]

Name(s)

[REDACTED]

Title(s)

Head of Department of Architecture, Design and Media Technology

Date

2025-09-08

Signature(s)

[REDACTED]

Name(s)

[REDACTED]

Title(s)

Associate Professor

Date

8.9.2025

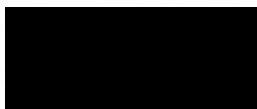
**UNIVERZITA KARLOVA, CUNI**

Seat: Ovocný trh 560/5, 116 36 Prague 1, Czech Republic

Organizational unit: Faculty of Mathematics and Physics

Address: Ke Karlovu 2027/3, 121 16 Prague 2, Czech Republic

Signature(s)





Name(s) doc. RNDr. Mirko Rokyta , CSc.

Title(s) Dean

Date Sep 10 2025

 **TECHNOLOGICAL UNIVERSITY DUBLIN, TU Dublin**

Signature(s) 

Name(s) 

Title(s) Vice President Research and Innovation

Date Sep 11, 2025

ONTOTEXT AD (formerly named SIRMA AL FAD), SAI

Signature(s)

Name(s)

Title(s)

Date

Executive Director

9/9/2025

UNIVERSIDAD DE MURCIA, UM

Signature(s)

Name(s)

Title(s) Vice-Chancellor for Research

Date 11/09/2025



TIMELEX, TLX

Signature(s)

Name(s)

Title(s)

Partner-Manager

Date

10 September 2025

**CHINO SRL,** 

Signature(s) 

Name(s): 

Title(s): CEO

Date **08 Sept 2025**

MASARYKOVA UNIVERZITA, M

Signature

Name

Title: The director of research office

Date

10/9/2025

MASARYKOVA  
UNIVERZITA

Žerotínovo nám. 617/9

601 77 Brno



**THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW, UG**

Signature(s)



Name(s)



Title(s)

DEPUTY HEAD OF LEGAL

Date

16/09/2025.

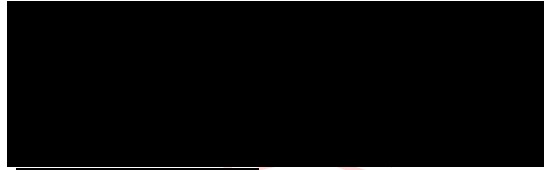
**FUNDACIÓ HOSPITAL UNIVERSITARI VALL D'HEBRON - INSTITUT DE RECERCA, VHIR**

Signature(s)

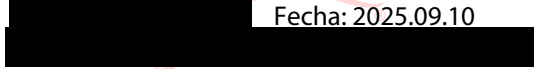
Name(s)

Title(s) Director

Date



Fecha: 2025.09.10



**BOEHRINGER INGELHEIM INTERNATIONALGMBH, BI**

Signature(s)

Name(s)

Title(s) Leader Angels Initiative

Date 12.09.2025

**WORLD STROKE ORGANIZATION, WSO**

Signature(s) 

Name(s) 

Title(s) WSO President

Date 11.09.2025

**STROKE ALLIANCE FOR EUROPE, SAFE**

Signature(s)



Name(s)



Title(s)

Director General

Date

10/11/25

ETHNIKO KAI KAPODISTRIAKO PANEPISTIMIO ATHINON, NKUA

Signature

Name

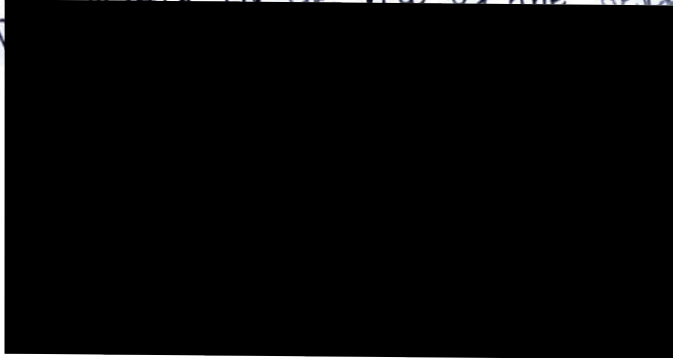


Title Vice Rector of Research and Innovation

Date

24/09/2025

Pursuant to the provisions of Articles 231-233 of Law 4957/2022, and due to an impediment, this document is signed on his behalf by the Vice of the Research Committee,



**INSTYTUT PSYCHIATRII I NEUROLOGII, IPIN**

Signature(s)

Name(s) 

Title(s) ) Director

Date 11 SEP 2025

In 

SPITALUL U [REDACTED] ESTI, UHB

Signature(s)

Name(s)

Title(s) LEAR, General Manager of UHB

Date 10.03.2025



MNOGOPI  
NAUM AD

ROLOGIA I PSIHIATRIA SV

Signature(s)

Name(s)

Title(s)

Date

9. 9. 2025

**HEALTH MANAGEMENT INSTITUTE, Z.U., HMI (formerly named RES-Q GLOBAL Z.U.), HMI**

Signature(s)




Name(s) Ing. MgA. Veronika Svobodová

Title(s) Director

Date - 9. 09. 2025

AND  
THE PROVOST, FELLOWS, FOUNDATION SCHOLARS, & THE OTHER MEMBERS OF BOARD, OF  
THE COLLEGE OF THE HOLY & UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN,  
TCD

Signature(s) 

Name(s) v 

Title(s) Director Of Knowledge Exchange

Date 03/11/2025



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

## Attachment 1: Background included

According to the Grant Agreement (Article 16.1) Background is defined as “data, know-how or information (...) that is (...) needed to implement the Action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

### PARTY 1

As to INSTITUTE OF HEALTH INFORMATION AND STATISTICS OF THE CZECH REPUBLIC, IHIS, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of INSTITUTE OF HEALTH INFORMATION AND STATISTICS OF THE CZECH REPUBLIC is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

### PARTY 2

As to AALBORG UNIVERSITET, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of AALBORG UNIVERSITET is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

### PARTY 3

As to UNIVERZITA KARLOVA, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UNIVERZITA KARLOVA is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

### PARTY 4

As to TECHNOLOGICAL UNIVERSITY DUBLIN, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of TECHNOLOGICAL UNIVERSITY DUBLIN is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

## PARTY 6

As to SIRMA AI EAD, 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:

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>
<p><b>GraphDB Enterprise Edition</b>            Ontotext GraphDB is a graph database and knowledge discovery tool compliant with RDF and SPARQL and available as a high-availability cluster.</p>	<p>Free usage for the project duration</p>	<p>Commercial License GraphDB Enterprise Edition            OR            GraphDB Enterprise Edition can be replaced by GraphDB Free or other W3C compliant RDF triple store</p>
<p><b>Ontotext’s Linked Data Inventory</b>            Ontotext Linked Data Inventory offers access to 200+ public datasets and ontologies in RDF format about genomics, proteomics, metabolomics, molecular interactions and biological processes, pharmacology, clinical, medical and scientific publications.</p>	<p>Free usage for the project duration for relevant datasets</p>	<p>Subscription required for scheduled regular updates</p>
<p><b>OntoRefine</b>            OntoRefine is a data integration toolbox tailor-made to support the process of building Knowledge Graphs. The tool streamlines the initial steps, such as data exploration, data cleaning. A large number of input formats (tabular, xml, json) are handled, allowing their transformation into RDF via SPARQL-based declarative mappings. Finally, the tool supports interaction with GraphDB for tasks such as reconciling noisy string values with the relevant objects in the Knowledge Graph, thus making the task of data harmonization</p>	<p>Free usage (Apache 2.0, BSD 3.0)</p>	<p>Free usage (Apache 2.0, BSD 3.0)</p>

possible, without having to write custom code for each new dataset.		
<b>Ontotext Entity Matching Framework</b> - Automated Entity Matching Workflow based on various Machine Learning tools that include the following basic steps: data exploration; data down-sampling; blocking; labeling; generating features; matching.	Free usage	Free usage
<b>OMDS</b> Ontotext's Metadata Studio (OMDS) makes it easy to: Create & curate content metadata as the human benchmark for automatic tagging; Integrate different text mining services; Gain insights about your benchmark corpora and the performance of automatic tagging against them so that you can improve both.	Free usage for the project duration for the product	Commercial License

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

#### PARTY 7

As to UNIVERSIDAD DE MURCIA, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UNIVERSIDAD DE MURCIA is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

#### PARTY 8

As to TIMELEX, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of TIMELEX is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

#### PARTY 9

As to CHINO SRL, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of CHINO SRL is Needed by another Party for implementation of the Project (Article

16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

#### PARTY 10

As to MASARYKOVA UNIVERZITA, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of MASARYKOVA UNIVERZITA is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

#### PARTY 11

As to UNIVERSITY OF GLASGOW, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UNIVERSITY OF GLASGOW is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

#### PARTY 12

The FUNDACIO HOSPITAL UNIVERSITARI VALL D'HEBRON - INSTITUT DE RECERCA will provide relevant data considered in the RES-Q+ Project proposal. No background of FUNDACIO HOSPITAL UNIVERSITARI VALL D'HEBRON - INSTITUT DE RECERCA is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

#### PARTY 13

As to BOEHRINGER INGELHEIM INTERNATIONAL GMBH, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of BOEHRINGER INGELHEIM INTERNATIONAL GMBH is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

#### PARTY 14

As to WORLD STROKE ORGANIZATION, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of WORLD STROKE ORGANIZATION is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

#### PARTY 15

As to STROKE ALLIANCE FOR EUROPE, it is agreed between the Parties that, to the best of their knowledge,

no data, know-how or information of STROKE ALLIANCE FOR EUROPE is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

#### PARTY 16

The ETHNIKO KAI KAPODISTRIAKO PANEPISTIMIO ATHINON will provide relevant data considered in the RES-Q+ Project proposal. No background of ETHNIKO KAI KAPODISTRIAKO PANEPISTIMIO ATHINON is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

#### PARTY 17

The INSTYTUT PSYCHIATRII I NEUROLOGII will provide relevant data considered in the RES-Q+ Project proposal. No background of INSTYTUT PSYCHIATRII I NEUROLOGII is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

## PARTY 18

The SPITALUL UNIVERSITAR DE URGENTA BUCURESTI will provide relevant data considered in the RES-Q+ Project proposal. No background of SPITALUL UNIVERSITAR DE URGENTA BUCURESTI is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

## PARTY 19

The MNOGOPROFILNA BOLNITSA ZA AKTIVNO LECHENIE PO NEVROLOGIA I PSIHIATRIA SV NAUM AD will provide relevant data considered in the RES-Q+ Project proposal. No background of MNOGOPROFILNA BOLNITSA ZA AKTIVNO LECHENIE PO NEVROLOGIA I PSIHIATRIA SV NAUM AD is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

## PARTY 20

As to HEALTH MANAGEMENT INSTITUTE, Z.U. (before RES-Q GLOBAL Z. U.), 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 (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Quality monitoring platform developed by the HMI for monitoring health care performance and quality. It is implemented in Python and JavaScript programming languages using microservice architecture. It heavily utilizes Django, Spark and React libraries. Platform is operated by HMI.	Free usage during the project lifetime	Perpetual license

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

PARTY 21

As to FAKULTNI NEMOCNICE U SV. ANNY V BRNE, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of FAKULTNI NEMOCNICE U SV. ANNY V BRNE is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 22

As to THE PROVOST, FELLOWS, FOUNDATION SCHOLARS AND THE OTHER MEMBERS OF BOARD, OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY OF QUEEN ELIZABETH NEAR DUBLIN, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of 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 is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

## Attachment 2: Accession document

ACCESSION

**of a new Party to**

**RES-Q PLUS Consortium Agreement, version [..., YYYY-MM-DD]**

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

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

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

hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the consortium starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

**Attachment 3: List of third parties for simplified transfer according to Section 8.3.2.**

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

## Attachment 5: NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** is entered into on the date last signed by and between (hereinafter the “**Agreement**”):

1. INSTITUTE OF HEALTH INFORMATION AND STATISTICS OF THE CZECH REPUBLIC, IHIS, having its registered office or based in Palackého nám. 375/4, 128 01 Praha, Czechia hereinafter referred to as the “**Discloser**” and

2. *[Name of the EAB / EB member]*, affiliated to *[insert the name of the institution]* with address *[insert the Legal Address of the affiliated Entity]* hereinafter referred to as the “**Recipient**”

### WHEREAS:

The Discloser is the Coordinator in the Horizon RES-Q+ project reg. number 101057603 (hereinafter the “**Project**”). The Recipient acts in the project as a member of the *[External Advisory Board/ Ethical Advisory Board]*.

The Discloser may disclose to the Recipient confidential or proprietary information to fulfil the requirements and obligations set out under the Grant Agreement and Consortium Agreement of the Project.

Throughout the aforementioned discussions, the Discloser may share proprietary information or Confidential Information with the Recipient subject to the terms and covenants set forth below.

### NOW IT IS AGREED AS FOLLOWS:

## 1. Confidential Information

1.1 For the purposes of this Agreement, Confidential Information means any data or proprietary information of the Discloser that is not generally known to the public or has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

(i) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;

(ii) any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;

(iii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Discloser’s past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;

(iv) trade secrets; plans for products or services, and customer or supplier lists;

(v) any other information that should reasonably be recognized as Confidential Information by the Discloser.

1.2 The Discloser and the Recipient agree hereby that Confidential Information need not be novel, unique, patentable, copyrightable or constitutes a trade secret in order to be designated Confidential Information and therefore protected.

1.3 Confidential Information shall be identified either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the Recipient of the confidential nature of the information. Such notification shall be done orally, by e-mail or written correspondence, or via other appropriate means of communication.

1.4 The Recipient hereby acknowledges that the Confidential Information proprietary of the Discloser has been developed and obtained through great efforts and shall be regarded and kept as Confidential Information.

1.5 Notwithstanding the aforementioned Confidential Information shall exclude information that:

- (i) is already in the public domain at the time of disclosure by the Discloser to the Recipient or thereafter enters the public domain without any breach of the terms of this Agreement;
- (ii) was already known by the Recipient before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);
- (iii) becomes publicly available by other means than a breach of the confidentiality obligations by the Recipient (not through fault or failure to act by the Recipient);
- (iv) is or has been developed independently by employees, consultants or agents of the Recipient (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any Confidential Information pertaining to the Discloser.

## **2. Purpose of the Disclosure of Confidential Information**

The Discloser and Recipient hereto desire to cooperate in the Project. The Recipient acts in the Project as a member of the [External Advisory Board / Ethics Advisory Board]. The [EAB/EB] member will provide inputs to the project and will receive periodic updates about the results. [The EB is also required to submit periodic reports in accordance with the Grant Agreement of the Project.]

## **3. Undertakings of the Recipient**

3.1 In the context of discussions, preparations or negotiations, the Discloser may disclose Confidential Information to the Recipient. The Recipient agrees to use the Confidential Information solely in connection with purposes contemplated in this Agreement and not to use it for any other purpose or without the prior explicit written consent of the Discloser.

3.2 The Recipient will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with the permitted purposes specified in clause 2. The

Recipient will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence the Recipient will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

3.3 The Recipient will use the Confidential Information exclusively for the permitted purpose stated in clause 2 and not use the information for its own purposes or benefit.

3.4 The Recipient will not disclose any Confidential Information received to any third parties, except as otherwise provided for herein.

3.5 The Recipient shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information.

3.6 All Confidential Information disclosed under this Agreement shall be and remain under the property of the Discloser and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the Recipient. Principally, nothing in this Agreement shall be deemed to grant to the Recipient a license expressly or by implication under any patent, copyright or other intellectual property right. The Recipient hereby acknowledges and confirms that all the existing and future intellectual property rights related to the Confidential Information are exclusive titles of the Discloser. For the sake of clarity based in good faith, the Recipient will not apply for or obtain any intellectual property protection in respect of the Confidential Information received. Likewise any modifications and improvements thereof by the Recipient shall be the sole property of the Discloser and/or the relevant Consortium Member of the Project.

3.7 The Recipient shall promptly return or destroy all copies (in whatever form reproduced or stored), including all notes and derivatives of the Confidential Information disclosed under this Agreement, upon the earlier of (i) the completion or termination of the dealings contemplated in this Agreement; (ii) or the termination of this Agreement; (iii) or at the time the Discloser may request it to the Recipient.

3.8 Notwithstanding the foregoing, the Recipient may retain such documents as required to comply with mandatory law, provided that such Confidentiality Information or copies thereof shall be subject to an indefinite confidentiality obligation.

3.9 In the event that the Recipient is asked to communicate the Confidential Information to any judicial, administrative, regulatory authority or similar or obliged to reveal such information by mandatory law, it shall notify promptly the Discloser of the terms of such disclosure and will collaborate to the extent practicable with the Discloser in order to comply with the order and preserve the confidentiality of the Confidential Information.

3.10 The Recipient agrees that the Discloser will suffer irreparable damage if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the Discloser be entitled to obtain injunctive relief against a threatened breach or continuation of any such a breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

3.11 The Recipient shall immediately notify upon becoming aware of any breach of confidence by anybody to whom it has disclosed the Confidential Information and give all necessary assistance in connection with any steps which the Discloser may wish to take prevent, stop or obtain compensation for such a breach or threatened breach.

3.12 The Confidential Information subject to this Agreement is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including but not limited to, its applicability for any purpose, noninfringement of third party rights, accuracy,

completeness or correctness. Further, the Discloser shall not have any liability to the Recipient resulting from any use of the Confidential Information.

3.13 The Discloser is not under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.

3.14 Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Discloser and Recipient.

## **4. Miscellaneous**

### **4.1 Duration and Termination**

4.1.1 This Agreement shall remain in effect for a term of 5 years after completion of the project. Notwithstanding the foregoing, the Recipient's duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.

### **4.2 Applicable Law and Jurisdiction**

This Agreement shall be construed and interpreted by the laws of Belgium. The courts of Belgium shall have jurisdiction.

### **4.3 Validity**

If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

### **4.4 Subsequent Agreements**

Ancillary agreements, amendments or additions hereto shall be made in writing.

### **4.5 Communications**

Any notices or communications required may be delivered by hand or e-mail, mailed by registered mail to the address of the Recipient/Discloser as indicated above. Any subsequent modification of addresses should be reasonably communicated in advance to the effect of this Agreement.

The contract is drawn up in two copies. Each contracting party will receive one copy.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Non-Disclosure Agreement to be executed as of the date stated above.

**the Discloser**

FOR INSTITUTE OF HEALTH INFORMATION AND STATISTICS OF THE CZECH REPUBLIC

prof. RNDr. Ladislav Dušek, Ph.D.

Director

Signature:

Date:

**the Recipient**

[Name]

Signature:

Date: