OPADE

Consortium Agreement

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Summary

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 01 December 2022 hereinafter referred to as the Effective Date

BETWEEN:

FONDAZIONE EBRIS

Street	Via De Renzi 1
Town	Salerno
Postcode	84125
Country	Italy

("**the Coordinator**")

Ceinge Biotecnologie Avanzate Franco Salvatore Scarl(CEINGE), with legal address Via Gaetano Salvatore 468, 80145 Napoli, Italy

Fundacio Eurecat(EURECAT), with legal address Avenida Universitat Autonoma 23, 08290 Cerdanyola Del Valles (BARCELONA), Spain

Perseus Biomics BV (PERSEUS BIOMICS), with legal address Industrie Park 6 Bus 3, 3300 Tienen, Belgium

Artificial Intelligence Expert Srl(AIE), with legal address Strada Alexandru Vlahuta, Bloc Lama C, A, 400310 Cluj Napoca, Romania

Mama Health Technologies GmbH(MAMA HEALTH), c/o HPI Seed Fund GmbH, August-Bebel-Str. 88 - 14482 Potsdam, Germany

Protobios OÜ (PROTOBIOS), with legal address Mäealuse 4, 12618 Tallinn, Estonia

Cephalgo SAS (CEPHALGO), with legal address 8 Rue Des Veaux, 67000 Strasbourg, France

Biokeralty Research Institute AIE(BIOKERALTY), with legal address Entidad Arcaute 005 Arcaute, 01192 Arcaute Alava, Spain

Fundación Universitaria Sanitas(FUS), with legal address Calle 100 #11B-67, Bogotà, Colombia

Università degli Studi di Siena (UNISI), with legal address Via Banchi di Sotto 55, 53100 Siena, Italy

Stichting Universitaire En Algemene Kinder - En Jeugdpsychiatrie Noord-Nederland (ACCARE), with legal address Beilerstraat 173, 9401 PJ Assen, Netherlands

FUNDACIÓ INSTITUT D'INVESTIGACIÓ BIOMÈDICA DE GIRONA DOCTOR JOSEP TRUETA (IDIBGI), with legal address Calle Dr. Castany SN edificio de la mancomunidad 2, parque hospitalario Martí Julià, 17190, Girona, Spain. Represented by Dr. Marga Nadal

Istanbul Medipol Universitesi (IMU), with legal address Kavacik mah. Ekinciler Cad. No:19 34810 Istanbul, Turkey

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

relating to the Action entitled

Optimize and predict antidepressant efficacy for patient with major depressive disorders using multi-omics analysis and AI-predictive tool

in short

OPADE

hereinafter referred to as "Project"

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 Parties 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 Section: 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.

Additional Definitions

"Consortium Body":	means any management body described in the Governance Structure section of this Consortium Agreement
"Consortium Plan"	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.
"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.

“Granting Authority”	the body awarding the grant for the Project.
“Needed”	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 Section: Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organization 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 Section: Entry into force, duration and termination

3.1 Entry into force

A legal entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorized representative.

This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.

A new legal entity may accede to the Consortium Agreement upon signature of the accession document (Attachment 2) as countersigned by the Coordinator provided that such accession has been approved unanimously by the General Assembly and after having acceded to the Grant Agreement Form. 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 fulfillment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement. 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 Consortium 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 input, deliverables and documents for the period of its participation.

4 Section: 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 fulfill, 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 promptly notify the Granting Authority and the other Parties, in accordance with the governance structure of the Project, 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 and/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 with acknowledgment of receipt 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. Each 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 fulfill 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 Transfer of Material and/or Data

In the event that one Party (the "**Supplier**") transfers Materials and/or Data to another Party (the "**Recipient**"), the Recipient Party undertakes that all or part of such Material and/or Data:

(a) Will only be used for the sole purposes of conducting the Project and only for as long as it is necessary for this purpose, to the exclusion of any other application, in particular for commercial purposes. No express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights of the Supplier, other than the right to use the Material and/or Data for conducting the Project;
(b) Will not be disclosed, distributed, transferred or licensed to a third party, for any purpose whatsoever, without prior written authorization from the Supplier and in accordance with the authorization/declaration necessary for the transfer;
(c) Will not be used on human subjects, particularly for clinical trials or diagnostic purposes, except as defined in the Consortium Plan and necessary for the implementation of the Project;
(d) Will be used and stored in accordance with the applicable legal and regulatory provisions, notably the provisions relating to the protection of personal data and to medical secrecy. In particular, the Supplier ensures that it has obtained any necessary authorizations and/or opinions and taken appropriate measures for the storage and use of the concerned Material and/or Data;
(e) Will be returned to the Supplier in the event of the withdrawal of the consent or the exercise of the opposition right of the data subject which would be communicated by the Supplier to the Recipient;
(f) Will no longer be used and will be returned to the Supplier (or destroyed, at the Supplier's discretion) upon request and/or in the event of the termination of this Consortium Agreement and/or upon the expiry thereof and without any copy being made thereof; and
(g) Will be used and stored exclusively on the premises of the Recipient within the performance of the Project and by scientists working on the premises of the Recipient or under its direct responsibility and with the same degree of security that it applies to its own Data.

Except as specifically agreed otherwise among the relevant Parties in respect of a particular transfer of Material and/or Data, the Recipient acknowledges that the Material and/or Data is a research tool supplied "as is", without any guarantee of any kind, whether express or implied, particularly as regards the preservation, use or manipulation of the Material and/or Data, the fitness and sufficiency or the possibility of using them for a given purpose, or infringement of third party's rights. In particular, the Data are supplied without any guarantee of any kind, whether express or implied, particularly as regards the possibility of using it for a given purpose.

The Recipient recognizes the existence of potential biological risks related to the preservation, use and manipulation of the Material transferred and guarantees that it will adopt the appropriate measures when it implements these activities, in order to reduce the health risks that may result from them, as far as possible.

Without any legal obligation of analysis and testing being borne by the Supplier, the Recipient recognizes that the Material transferred has not been tested by the Supplier and may contain infectious and/or potentially hazardous agents and, accordingly, the Supplier may not be held liable for any damage that may result from the preservation, use or manipulation of the Material, unless such damage is due to a breach by the Supplier of its obligation to provide information based on this Article.

Any Party which is aware of, or becomes aware of, a health safety risk, which originates from any of the Materials transferred, shall inform the other Parties without delay and provide them with all the information in its possession or at its disposal concerning risks of this kind.

The Recipient undertakes that only staff with specific competencies in the manipulation of human biological elements shall receive and manipulate these Materials transferred. The Recipient undertakes to inform such staff of the dangers inherent in the preservation, use and manipulation of the Materials transferred and to train them in the procedures allowing for safe manipulation of such Materials.

The Supplier recognizes that it is authorized to transfer the Material and/or Data to the Recipient, and in particular for the purpose of the Project and that the Material and/or the Data were collected and transferred in compliance with the applicable laws and regulatory provisions, and notably with the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679). The Supplier will communicate to the Recipient all the information at its disposal relating to the preservation and use of the Materials.

In any case, the Data and/or Material shall not be transferred to another Party or to a subcontractor or to any third party before any identifiable information has been removed by coding or by rendering it anonymous in accordance with all applicable laws and regulations.

Any transfer and/or access to Material and/or Data shall be evidenced by the execution of a transmission sheet, a template of which is included in Attachment 5, and which may be completed by concerned Parties (notably with regard to the reimbursement and shipping costs) in accordance with the Consortium Agreement.

Each Party using the template is responsible for ensuring that the transmission sheet is completed correctly, adapted to the relevant situation and that it complies with all applicable rules, laws or regulations, and with the Consortium Agreement, especially concerning the human biological samples importation and exportation and data protection.

4.6 Ethical and Regulatory Approvals

A Party, where applicable, and in particular each Party involved in preclinical studies or Clinical Trial, shall be responsible for securing all necessary ethical and regulatory approvals from the relevant committee(s) before undertaking any part of the Project requiring such approval and shall, if required, obtain properly signed informed consent and acknowledgement forms from any human subjects or their legal guardians who they will involve in the Project.

In line with Article 34.2 of the Grant Agreement Chapter 1.4 on ethics requirements of the Consortium Plan, that Party shall if required provide the Coordinator with copies of relevant documentation indicating that such approval has been obtained. Where any part of the Project takes place in a hospital, the Party involved shall first obtain all necessary approvals and agreements from that hospital.

4.7 Compliance

Each Party shall ensure that its work on the Project complies fully with all applicable local, government and international laws, regulations and guidelines which are effective during the period of the Grant Agreement, including but not being limited to those governing health and safety, data protection, and where relevant, the use of human or animal subjects and good clinical practice (including national legislation implementing the Parliament's Directive 2001/20/EC on good clinical practice).

5 Section: 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 Affiliated Entities) 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, provided such damage was not caused by a willful act or gross negligence or by a breach of confidentiality.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once (1x) the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a wilful act or gross negligence.
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. The rights, duties, obligations and liabilities of the Parties hereto shall not be joint and several.

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 six 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the General Assembly

6 Section: Governance structure

6.1 General structure

The organizational structure of the Consortium shall comprise the following Consortium Bodies:

General Assembly as the ultimate decision-making body of the consortium

Executive Board as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly

The **Coordinator** is 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.

The Management Support Team assists the Executive Board and the Coordinator.

6.2 Operational procedures

6.2.1 Representation in meetings

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 organization 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 written request of the Executive Board or 1/3 of the Members of the General Assembly
Executive Board	At least quarterly	At any time upon written request of any Member of the Executive Board

6.2.2.2 Notice of a meeting

The chairperson shall give notice in writing of a meeting to each Member as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
General Assembly	45 calendar days	15 calendar days
Executive Board	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda

The chairperson shall send each Member a written original agenda no later than the minimum number of days preceding the meeting as indicated below.

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Executive Board	7 calendar days

6.2.2.4 Adding agenda items

Any agenda item requiring a decision by the Members must be identified as such on the agenda. Any Member may add an item to the original agenda by written notification to all of the other Members up to the minimum number of days preceding the meeting as indicated below.

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Executive Board	2 calendar days

6.2.2.5 - Any Member present or represented may during a meeting add an item to the original agenda provided all Members are present and agree unanimously to add such agenda item

6.2.2.6 - Any decision may also be taken without a meeting if the chairperson circulates to all Members of the Consortium Body a written document which is then signed by the defined majority of all Members of this Consortium Body (see Section 6.2.3.4 of this Consortium Agreement). Such a document shall include the deadline for responses. Decisions taken without a meeting shall be

considered as accepted if, within the period set out in article 6.2.4.4, no Member has sent an objection in writing to the chairperson.
The decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.

6.2.2.7 - Meetings may also be held by teleconference or other telecommunication means.

6.2.2.8 - Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.2.5.2 of this Consortium Agreement.

6.2.3 Voting rules and quorum

6.2.3.1 - Each Consortium Body shall not deliberate and decide validly 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 are present or represented.

6.2.3.2 - Each Member present or represented in the meeting shall have one vote.

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

6.2.3.4 - Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast, with the exception of the following decisions, which shall require a unanimous vote:

- Entry of a new Party and approval of the settlement on the conditions of the accession of such a new Party;
- Declaration of a Party to be a Defaulting Party
- Termination of a Defaulting Party's participation in the Consortium 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.

6.2.3.5 - Each Member present or represented in the meeting shall have one vote.

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

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.

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

6.2.4.3 - When a decision has been made on a new item added to the agenda before or during the meeting, a Party may veto such a decision during the meeting and within 15 days after the draft minutes of the meeting are sent. A Party that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent.

6.2.4.4 - When a decision has been taken without a meeting, a Party may veto such a decision within 15 calendar days after written notification 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 its Members.

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. 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 shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send 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 sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3 - The chairperson shall send the accepted minutes to all the Members, and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 General Assembly

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

6.3.1 Members

The General Assembly shall consist of one representative of each Party (hereinafter referred to as “Member”).

Each Member shall be deemed to be duly authorized to deliberate, negotiate and decide on all matters listed in Section 6.3.6 of this Consortium Agreement.

The Coordinator shall chair all meetings, unless decided otherwise by the Consortium Body.

The Parties agree to abide by all decisions of the General Assembly.

This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

6.3.2 Decisions of the General Assembly

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 Executive Board 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

- Changes to the Consortium Agreement
- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the Consortium Plan, including the consortium budget.
- Modifications to Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)
- Additions to Attachment 4 (Identified Affiliated Entities)

Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium 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 consortium 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

In the case of abolished tasks as a result of a decision of the General Assembly, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

Appointments

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

- Executive Board Members

In the case of abolished tasks as a result of a decision of the General Assembly, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be canceled. For the avoidance of doubt, any abovementioned rearrangement requires the prior written consent of the Parties affected. Any decision to modify the Project or related sources shall, if required, be approved by the Funding Authority.

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
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing and submitting information on the progress of the Project and reports and other deliverables (including financial statements and related certification) to the Granting Authority
- preparing the meetings, proposing decisions and preparing the agenda of meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting promptly documents and information connected with the Project
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Parties with official copies or originals of documents which 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 Executive Board

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

6.5.1 Members

The Executive Board shall consist of the Coordinator and the Parties appointed by the General Assembly.

The Coordinator shall chair all meetings of the Executive Board, unless decided otherwise by a majority of two-thirds (2/3)

6.5.2 Minutes of meetings

Minutes of Executive Board meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

6.5.3 Tasks

The Executive Board shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly.

The Executive Board shall seek a consensus among the Parties.

The Executive Board shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

The Executive Board shall monitor the effective and efficient implementation of the Project.

In addition, the Executive Board 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.

The Executive Board shall:

- agree on the Members of the Management Support Team, upon a proposal by the Coordinator
- 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 29.

In the case of abolished tasks as a result of a decision of the General Assembly, the Executive Board shall advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be canceled.

6.6 Project Management Team

The Project Management Team shall be proposed by the Coordinator. It shall be appointed by the Executive Board and shall assist and facilitate the work of the Executive Board and the Coordinator for executing the decisions of the General Assembly as well as the day-to-day management of the Project.

6.7 Advisory Board

An Advisory Board (AB) will be appointed and steered by the Executive Board. The AB 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 AB member. Its terms shall be no 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, whichever date is earlier. The Coordinator shall write the minutes of the AB meetings and prepare the implementation of the AB's suggestions. The AB members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

The AB will meet at least once a year (once draft progress reports have been produced), usually during a meeting of the Executive Board. The meeting will be organized by teleconference, in order to reduce costs, due to the size of the advisory board and the geographical location of the participants

7 Section: 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 7.3.

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 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 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 Return of excess payments; receipts

7.1.4.1 - A Party that 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 calendar 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 funding of the Project as identified in the Consortium Budget, until recovery from the breaching Party is possible.

7.1.4.2 - In case a Party earns any receipt that is deductible from the total funding as set out in the Consortium Plan, the deduction is only directed toward the Party earning such income. The other Parties' financial share of the budget shall not be affected by one Party's receipt. In case the relevant receipt 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.

7.1.5 Financial Consequences of the termination of the participation of a Party

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Granting Authority or another contributor.
Furthermore 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 fulfill 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.

7.2 Budgeting

The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.3 Payments

7.3.1 Payments to Parties are the exclusive tasks 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 Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Granting Authority for the Guarantee Fund and for the final payment have been deducted.

The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the following: Funding of costs included in the Consortium Plan will be paid to Parties after receipt 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.

7.3.2 The Coordinator is entitled to withhold any payments due to a Defaulting Party or 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. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Granting Authority.

8 Section: Background and Results

8.1 Ownership of Background

Each of the Parties retains full ownership or right of disposal on any data, know-how or information defined as its Background in Attachment 1. Background is Confidential Information within the meaning of Article 10.1 of this Consortium Agreement.

8.2 Ownership of Results

Results are owned by the Party that generates them ("Owner"). Where several Parties have jointly carried out work generating Results and where their respective share of the work cannot be ascertained, they shall have joint ownership of such Results ("Joint Results"). These Parties ("Joint Owners") shall negotiate and agree on a joint ownership agreement ("**Joint Ownership Agreement**") regarding the allocation and terms of exercising that joint ownership of such Joint Results to ensure compliance with their obligations under this Consortium Agreement, which agreement shall be drawn up as soon as necessary and in any event before any industrial and/or commercial exploitation of the jointly owned Results.

8.3 Joint ownership

Unless otherwise agreed in the Joint Ownership Agreement, or pending its execution:

- 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 Joint 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 forty five (45) calendar days advance notice; and
(b) Fair and Reasonable compensation

Each of the Joint Owners shall in any event be entitled to use the Jointly Owned Results for Exploitation purposes within the meaning of subsection (a) of the definition of Article 1.2 (i.e. for further internal research and academic and educational activities outside the Project).

The Joint Owners shall agree on all protection measures and the division of related cost in advance.

Each Party, as a Joint Owner, shall be responsible for its employee's rights to compensation for inventions.

8.4 Transfer of Results

8.4.1 - Each Party may transfer ownership of its own Results, in whole or in part, 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".

8.4.2 - 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 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.

8.4.3 - 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 Agreement requires a decision of the General Assembly.

8.4.4 - The Parties recognize 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 the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement. Notwithstanding the foregoing sentence, a Party shall not give less than a fourteen (14) days prior notice to the other Parties.

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

8.5 Dissemination

8.5.1 - For the avoidance of doubt, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.5 as far as Confidential Information is involved.

8.5.2 Dissemination of own Results

8.5.2.1 - During the Project and for a period of one (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 following the above notification shall be given to the other Parties at least forty five (45) calendar days before the intended date of publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within thirty (30) calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.5.2.2 - An objection is justified if

(a) the protection of the objecting Party's Results or Background or Confidential Information would be adversely affected

(b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed

(c) the proposed publication includes Confidential Information of the objecting Party.

The objection has to include a precise request for necessary modifications, it being specified that any such modifications shall not harm the scientific content of the proposed publication or communication.

8.5.2.3 - 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.

The objecting Party can request a publication delay of not more than ninety (90) calendar days from the time it raises such an objection. After ninety (90) calendar days the publication is permitted, provided that all justified objections of the objecting Party have been addressed, notably by the implementation of the modifications requested by the objecting Party in the publication.

In the event a dispute arises over a planned publication that cannot be settled amicably within two (2) months, the Parties concerned shall be entitled to settle the dispute in accordance with Section 11.8 of this Consortium Agreement.

8.5.3 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.

8.5.4 Cooperation obligations

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

In accordance with scientific customs, the Party's contributions will be expressly reflected in all written or oral public disclosures concerning Results by acknowledgment or co-authorship, as appropriate. An appropriate reference to the EC support must be included in all such disclosures and publications in accordance with the Grant Agreement.

8.5.5 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 the prior written approval of the Party concerned.

9 Section: Access Rights

9.1 Background included

Each Party will remain the owner and will retain control of its Background.

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 Rights to specific Background are subject to legal restrictions or limits such as state-aid rules.
Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.1.2 - Any Party may add further own Background to Attachment 1 during the Project by 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. For avoidance of doubt, under no circumstances should the withdrawal of any Background impair the implementation of the Project.

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 **A**ny Access Rights Needed for the performance of the work of a Party under the Project granted expressly exclude any rights to sublicense unless expressly stated otherwise.

9.2.3 Access Rights Needed for the performance of the work of a Party under the Project 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 or legal restrictions have been met.

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 if Needed for Exploitation purposes within the meaning of subsections (b) to (d) of the definition of Article 1.2 (i.e. for developing, creating or marketing a product or process, creating and providing a service, or using them in standardization activities) of a Party's own Results shall be granted on Fair and Reasonable conditions, which shall include appropriate financial terms to be agreed by the concerned Parties upon written separate agreement prior to any use of the Results by the requesting Party.
In accordance with the provisions of Section 8.1, the Parties which jointly own a Result agree to endeavor the appointment of one joint owner among them entitled to negotiate with the requesting Party Access Rights relating to jointly owned Result in the name of the other joint owners.

Access rights to Results if Needed for Exploitation purposes within the meaning of subsection (a) of the definition of Article 1.2 (i.e. for further internal research and academic and educational activities outside the Project) of a Party's own Results shall be granted on a royalty-free basis.

9.4.2 - Subject to third parties' rights as well as any legal or contractual limitations defined in Attachment 1, Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions,

which shall include appropriate financial terms to be agreed by the concerned Parties upon written separate agreement prior to any use of the Background by the requesting Party**.**

9.4.3 - A request for Access Rights under Article 9.4.1 and 9.4.2 may be made up to twelve (12) 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 fulfill 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

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

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.

Specific Software provisions

9.8 Specific provisions for Access Rights to Software

9.8.1 Definitions relating to Software

“Application Programming Interface”
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:

- (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;
- that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- 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 a Controlled License (and so is an Uncontrolled License).

“Object Code” means software in machine-readable, compiled and/or executable form including, but not limited to, byte code form and in the 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 intended introduction of Intellectual Property (including, but not limited to Software) under Controlled License Terms in the Project requires the approval of the General Assembly to implement such introduction into the Consortium Plan.

9.8.3. Access to Software

Access Rights to Software which is Results shall comprise:
Access to the Object Code; and, where normal use of such an Object Code requires an Application Programming Interface (hereafter API), Access 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 to the Source Code, Access 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 which 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 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, which 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 the 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, which 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 Section: Non-disclosure of information

10.1 All information, data, documents or other material, 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 thirty (30) 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 of non-disclosure under the Grant Agreement, for a period of four (4) 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 destroy or return to the Disclosing Party on demand all Confidential Information which has been disclosed by 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 comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

10.3 The Recipients shall be responsible for the fulfillment of the above obligations on the part of their employees or third parties involved in the Project and its Affiliated Entities listed In Attachment 4 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 provisions of 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 Party shall promptly advise the other Party in writing of any unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

10.7 If any Party 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 Section: 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 8.4.2)
Attachment 4 (Identified entities under the same control)
Attachment 5 (Transmission Sheet)
Attachment 6 (Consortium Budget)
Attachment 7 (NDA for External Expert Advisory Board agreed under Section 6)
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 which fulfills 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 Notices and other communication

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

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 authorized representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:
Other communication between the Parties may also be affected by other means such as e-mail with acknowledgement of receipt, which fulfills the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to Parties.

11.3 Assignment and amendments

Except as set out in Section 8.2, 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 Section 6.3.1.2 require a separate written agreement to be signed between all Parties.

11.4 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. In particular, any transfer of Material and/or Data

shall comply with the applicable mandatory statutory law, notably the provisions relating to the protection of the personal data and to medical secrecy.

11.5 Language

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

11.6 Applicable law

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

11.7 Settlement of disputes

The parties shall endeavor to settle their disputes amicably.

Should a dispute arise between the Parties concerning the validity, the interpretation and/or the implementation of this Consortium Agreement, they will try to solve it through mediation, according to the WIPO rules of Mediation. The Place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon. The Parties undertake not to put an end to the mediation before the introductory statement made by each party in the joint session.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction. Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

12 Section: Signatures

The Parties have caused this Consortium Agreement to be duly signed by their authorized representatives in separate signature pages in accordance with the following signature process.

The Parties agree that facsimile signatures and signatures transmitted via PDF shall be treated as original signatures.

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

Attachment 1: Background included

According to the Grant Agreement (Article 24) 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.

FONDAZIONE EBRIS (EBRIS)

As to **EBRIS**, it is agreed between the Parties that, to the best of their knowledge.
No data, know-how or information of **EBRIS** 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.

CEINGE BIOTECNOLOGIE AVANZATE SCARL (CEINGE)

As to **CEINGE**, 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"))*
Epigenomic, transcriptomic and genetic analysis of the collected samples provided by clinical partners	*Sample analysis by NGS and methylation arrays: Access rights to this background are only granted to the extent that is needed for the implementation of the project. The background cannot be extended to third parties which are not part of the consortium.* *Data analysis: algorithms used for data analysis are publicly available*	*Sample analysis by NGS and methylation arrays:: Access to this background will be provided under fair and reasonable conditions.* *Data analysis: Access to this background is publicly available.*

FUNDACIO EURECAT

As to **FUNDACIO EURECAT**, 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"))*
Analysis by proton nuclear magnetic resonance of lipoprotein profile using 3 different measurements (NOESY, LED y CPMG) and data analysis with published algorithms	*Sample analysis by NMR: Access rights to this background is only granted to the extent that is needed for the implementation of the project. The background cannot be extended to third parties which are not part of the consortium. Data analysis: algorithms used for data analysis are publicly available*	*Sample analysis by NMR: Access to this background will be provided under fair and reasonable conditions. Data analysis: Access to this background is publicly available.*
Optimization of an analytical method by liquid chromatography coupled to triple quadrupole mass spectrometer to analyze tryptophan metabolism including indole, kynurenines and serotonin pathway intermediaries.	*Access rights to this background is only granted to the extent that is needed for the implementation of the project. The background cannot be extended to third parties which are not part of the consortium.*	*Access to this background will be provided under fair and reasonable conditions.*
Optimization of an analytical method by liquid chromatography coupled to triple quadrupole mass spectrometer to analyze short-, medium- and long acylcarnitines.	*Access rights to this background is only granted to the extent that is needed for the implementation of the project. The background cannot be extended to third parties which are not part of the consortium.*	*Access to this background will be provided under fair and reasonable conditions.*
Optimization of an analytical method by liquid chromatography coupled to quadrupole time-of-flight mass spectrometer to analyze phenolic compounds such as xanthine/paraxanthine and others.	*Access rights to this background is only granted to the extent that is needed for the implementation of the project. The background cannot be extended to third parties which are not part of the consortium.*	*Access to this background will be provided under fair and reasonable conditions.*
Analysis and pre-existing data of antibody epitopes (immune profiles) and other associated/linked features (genomics, phenotypic data) generated by using mimotope variation analysis (MVA) method for delineating such data	*Access rights to this background is only granted to the extent that is needed for the implementation of the project. The background cannot be extended to third parties which are not part of the consortium.*	*Access to this background will be provided under fair and reasonable conditions.*

Analysis of inflammatory markers and growth factors using multiplexed immunoassay kits based on coated magnetic beads.	*Access rights to this background is only granted to the extent that is needed for the implementation of the project. The background cannot be extended to third parties which are not part of the consortium.*	*Access to this background will be provided under fair and reasonable conditions.*

Perseus Biomics BV

As to **PERSEUS**, it is agreed between the Parties that, to the best of their knowledge.
No data, know-how or information of **Perseus Biomics** 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.

Artificial Intelligence Expert SRL(AIE)

As to **Artificial Intelligence Expert SRL**, 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"))*
AI/ML Software as Medical Devices (INtelligent Systems) for depression treatment selection, individualization and optimization	*Access rights to this background is only granted to the extent that is needed for the implementation of the project.* *The background cannot be extended to third parties which are not part of the consortium.*	*Access to this background will be provided under fair and reasonable conditions with Artificial Intelligence Expert's approval.*

Mama health technologies GmbH(MAMA HEALTH)

As to **MAMA HEALTH**, it is agreed between the Parties that, to the best of their knowledge.
No data, know-how or information of **Mama Health** 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.

Protobios OÜ(PROTOBIOS)

As to **PROTOBIOS**, it is agreed between the Parties that, to the best of their knowledge.
No data, know-how or information of **Protobios** 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.

Cephalgo SAS(CEPHALGO)

As to CEPHALGO, it is agreed between the Parties that, to the best of their knowledge.

No data, know-how or information of **Cephalgo SAS** 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.

BIOKERALTY RESEARCH INSTITUTE AIE (BioKeralty)

As to **BIOKERALTY**, it is agreed between the Parties that, to the best of their knowledge
No data, know-how or information of **BioKeralty** 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.

Fundación Universitaria Sanitas(FUS)

As to **FUS**, it is agreed between the Parties that, to the best of their knowledge.

No data, know-how or information of **Fundación Universitaria Sanitas** 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.

Università degli Studi di Siena - Department of Molecular and Developmental Medicine(UNISI)

As to **UNISI**, it is agreed between the Parties that, to the best of their knowledge.
No data, know-how or information of **Università degli Studi di Siena** 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.

STICHTING UNIVERSITAIRE EN ALGEMENE KINDER - EN JEUGDPSYCHIATRIE NOORD-NEDERLAND (ACCARE)

As to **ACCARE**, it is agreed between the Parties that, to the best of their knowledge.
No data, know-how or information of **Accare** 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.

Fundació Institut d'Investigació Biomèdica Dr. Josep Trueta (IDIBGI)

As to IDIBGI, it is agreed between the Parties that, to the best of their knowledge.

No data, know-how or information of **IDIBGI** 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.

ISTANBUL MEDIPOL UNIVERSITY - IMU

As to Istanbul Medipol University, it is agreed between the Parties that, to the best of their knowledge No data, know-how or information of Istanbul Medipol University 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

OPADE 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 authorized representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]
Signature(s)
Name(s)
Title(s)

[Date and Place]

(EBRIS COORDINATOR)
Signature(s)
Name(s)
Title(s)

Attachment 3: List of Third Parties for simplified transfer according to Section 8.3.2.

For ……..:

……

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

Attachment 5: Transmission Sheet

The Supplier (as defined below) agrees to the transfer of or access to the Material and/or Data (described below) to the Recipient (as defined below) for the conducting of the Project in accordance with the terms and conditions of the Consortium Agreement No. …….. signed between, …….. *[Joint Supervisory Organization]* and XXXX on …/…/…….

Materials **Data**	Designation: …… Quantities: …… Designation: …… Form: ……
Party supplying or giving access to the Material and/or Data (the "**Supplier**")	……
Name and address of the laboratory supplying or giving access to the Material and/or Data	……
Contact details of the scientist supplying or giving access to the Material and/or Data	Name: …….. Email: …… Tel: …….. Fax: ……
Recipient party for the Material and/or Data (the "**Recipient**")	……
Delivery address for the Material and/or Data	Address …….. …….. Name of recipient …… Email: …… Tel: …….. Fax: ……

Signed in [-](-) original counterparts drafted in the English language, with one (1) for the Supplier and the other(s) for the Recipient

Attachment 6: Consortium Budget

		Direct costs							Indirect costs		EU contribution to eligible costs		
		A. Personnel costs		B. Subcontracting costs	C. Purchase costs			D. Other cost categories	E. Indirect costs				
Number	Beneficiary	A.1 Employees (or equivalent), A.2 Natural persons under direct contract, A.3 Seconded persons	A.1 Employees (or equivalent), A.2 Natural persons under direct contract, A.3 Seconded persons	A.4 SME owners and natural person beneficiaries	Subcontracting	C.1 Travel and subsistence	C.2 Equipment	C.3 Other goods, works and services	D.2 Internally invoiced goods and services	E. Indirect costs	Total costs	Maximum EU contribution	Requested EU contribution	Maximum grant amount
1	EBRIS	850.500,00 €	0,00 €	0,00 €	5.625,00 €	24.500,00 €	114.220,00 €	298.780,00 €	0,00 €	322.000,00 €	1.615.625,00 €	1.615.625,00 €	1.615.625,00 €	1.615.625,00 €
2	CEINGE	207.000,00 €	0,00 €	0,00 €	0,00 €	20.000,00 €	0,00 €	463.000,00 €	0,00 €	172.500,00 €	862.500,00 €	862.500,00 €	862.500,00 €	862.500,00 €
3	EURECAT	344.400,00 €	0,00 €	0,00 €	0,00 €	20.000,00 €	0,00 €	334.000,00 €	0,00 €	174.600,00 €	873.000,00 €	873.000,00 €	873.000,00 €	873.000,00 €
4	PERSEUS BIOMICS	170.500,00 €	0,00 €	0,00 €	0,00 €	20.000,00 €	9.000,00 €	356.000,00 €	0,00 €	138.875,00 €	694.375,00 €	694.375,00 €	694.375,00 €	694.375,00 €
5	AIE	710.000,00 €	0,00 €	0,00 €	0,00 €	20.000,00 €	0,00 €	39.000,00 €	0,00 €	192.250,00 €	961.250,00 €	961.250,00 €	961.250,00 €	961.250,00 €
6	Mama Health	442.000,00 €	0,00 €	0,00 €	0,00 €	20.000,00 €	12.000,00 €	115.000,00 €	0,00 €	147.250,00 €	736.250,00 €	736.250,00 €	736.250,00 €	736.250,00 €
7	PROTOBIOS	297.000,00 €	0,00 €	0,00 €	0,00 €	20.000,00 €	15.000,00 €	103.000,00 €	0,00 €	108.750,00 €	543.750,00 €	543.750,00 €	543.750,00 €	543.750,00 €
8	Cephalgo	312.000,00 €	0,00 €	0,00 €	0,00 €	20.000,00 €	0,00 €	213.100,00 €	0,00 €	136.275,00 €	681.375,00 €	681.375,00 €	681.375,00 €	681.375,00 €
9	BIOVERALTY	162.000,00 €	0,00 €	0,00 €	0,00 €	20.000,00 €	0,00 €	20.000,00 €	0,00 €	50.500,00 €	252.500,00 €	252.500,00 €	252.500,00 €	252.500,00 €
10	FUS	243.000,00 €	0,00 €	0,00 €	0,00 €	20.000,00 €	0,00 €	36.975,00 €	0,00 €	74.993,75 €	374.968,75 €	374.968,75 €	374.968,75 €	374.968,75 €
11	UNISI	522.000,00 €	0,00 €	0,00 €	0,00 €	31.250,00 €	0,00 €	49.975,00 €	0,00 €	150.806,25 €	754.031,25 €	754.031,25 €	754.031,25 €	754.031,00 €
12	Accare	426.000,00 €	0,00 €	0,00 €	0,00 €	20.000,00 €	0,00 €	36.000,00 €	0,00 €	120.500,00 €	602.500,00 €	602.500,00 €	602.500,00 €	602.500,00 €
13	IDIBGI-CERCA	364.500,00 €	0,00 €	0,00 €	0,00 €	20.000,00 €	0,00 €	129.000,00 €	0,00 €	128.375,00 €	641.875,00 €	641.875,00 €	641.875,00 €	641.875,00 €
14	IMU	266.000,00 €	0,00 €	0,00 €	0,00 €	20.000,00 €	0,00 €	36.875,00 €	0,00 €	80.718,75 €	403.593,75 €	403.593,75 €	403.593,75 €	403.593,75 €
	TOTAL	5.316.900,00 €	0,00 €	0,00 €	5.625,00 €	295.750,00 €	150.220,00 €	2.230.705,00 €	0,00 €	1.998.393,75 €	9.997.593,75 €	9.997.593,75 €	9.997.593,50 €	9.997.593,50 €

Attachment 7: NDA for External Expert Advisory Board agreed under Section 6

NON-DISCLOSURE AGREEMENT

BETWEEN:

FONDAZIONE EBRIS

Street	Via De Renzi 1
Town	Salerno
Postcode	84125
Country	Italy

acting as the Coordinator of the Consortium OPADE and represented by Prof. Alessio Fasano;

Hereinafter "**CONSORTIUM OPADE**";

AND:

…… ADD DATA

that has been appointed as a member of the Consortium Advisory Board

Hereinafter collectively the "Parties" and individually a "Party".

WHEREAS

The project « …….. » has received funding from the Framework Programme for Research and Innovation (2021-2027), under Grant Agreement No …….

The Partners that submitted the proposal signed a Consortium Agreement, in order to specify or supplement binding commitments among themselves and in addition to the provisions of the specific Grant Agreement signed with the Granting Authority

The purpose of this Consortium Agreement is to provide for the organisation of the work between the Partners and the management of the Project

To this aim the Governance Structure of the Consortium provides for the appointment of an Advisory Board that will be steered by the Executive Board of the OPADE Consortium and is aimed at oversee the scientific and clinical activities of the OPADE project

…… has been appointed as a Member of the Advisory Board

OPADE Consortium Agreement

This agreement pertains to the role as Advisory Board Member of the OPADE project.

That the provision of Sec 6.7 of the Consortium Agreement of the Consortium OPADE requires that the Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each Advisory Board member.

That confidentiality information related the aforementioned subjects needs to be safeguarded

That in executing this role, members of the Advisory Board will have access to patient confidential information

The purpose of this non-disclosure agreement is to define the terms and conditions of disclosure of such Confidential Information and to lay down the rules in connection with their use and protection.

THE PARTIES HAVE AGREED AS FOLLOWS:

DEFINITIONS

Agreement: means this non-disclosure agreement, comprised of this document and its Schedule:

- **Schedule 1**: List of persons authorized to exchange Confidential Information, for the Consortium OPADE.

Confidential Information: means any information that the Parties designate as being confidential or which, considering the circumstances surrounding the disclosure, should reasonably be considered as confidential. Confidential Information encompasses the exchange of information between the Parties in connection with the role of the Advisory Board, their existence, posture, content, any information or data of any type whatsoever, contained on any data storage device or medium whatsoever, disclosed to the other Party, including, but without this list being restrictive, information, written documents, paper or electronic documents, plans, specifications, formulas, software, systems, prototypes, drawings, scientific results, research techniques, samples or models. The Parties shall only disclose Confidential Information to the extent they deem necessary in the scope of the Discussions.

General Assembly Board Members: means the members of the General Assembly of the Consortium OPADE and that are persons authorized to exchange Confidential Information, for the Consortium OPADE.

Executive Board Members: means the members of the Executive Board of the Consortium OPADE that have been appointed by the General Assembly of the Consortium OPADE and that are persons authorized to exchange Confidential Information, for the Consortium OPADE.

§1: OBLIGATIONS IN CONNECTION WITH CONFIDENTIAL INFORMATION

1.1. Confidential Information shall only be exchanged with the persons of the Consortium OPADE identified in **Schedule 1**. This list that initially comprises the Consortium OPADE General Assembly and Executive Board Members may be modified by the Consortium OPADE upon written notice.

1.1. The recipient Party agrees:

i. To protect and keep in strict confidence Confidential Information received from the disclosing Party, and refrain from making any use whatsoever of such Confidential Information and/or transforming such information, for any purpose other than their assessment in the framework of the role of the Advisory Board ;

ii. Only to disclose Confidential Information received from the disclosing Party to those persons directly concerned and having a need to know it;

iii. To take the necessary security precautions to ensure the confidentiality of Confidential Information received from the disclosing Party, by applying at least the same standard of care as that used to protect its own confidential information;

iv. Not to file any intellectual property application containing all or part of the Confidential Information received from the disclosing Party;

v. Not to disclose Confidential Information received from the disclosing Party to third parties for any reason whatsoever, directly or indirectly, in whole or in part, without having obtained the disclosing Party's prior written consent;

vi. Not to copy, reproduce or duplicate, in whole or in part, Confidential Information, without the prior written authorization of the disclosing Party.

The recipient Party may, however, disclose Confidential Information received from the disclosing Party to comply with the lawful requirement of a court or governmental agency or authority, provided it (i) so notifies the disclosing Party prior to any such disclosure and, in any event, promptly upon such disclosure; or (ii) obtains, insofar as reasonably possible, a written assurance from the court or governmental agency or authority that it shall extend to the disclosing Party's Confidential Information the highest degree of protection under the law.

1.2. This Agreement may in no way be construed as creating any *de jure* relationship between the Parties beyond the scope of its purpose or as obligating a Party to disclose Confidential Information to the other Party.

§2: EXCLUSIONS

The Parties' confidentiality commitments shall not apply to:

i. information already publicly known upon being received;

ii. information which becomes publicly known by any means after being received, but without any breach or negligence by the recipient Party;

iii. information that the recipient Party can establish was in its possession before being received from the disclosing Party and was not obtained, directly or indirectly, subject to any confidentiality obligation;

iv. information received by the recipient Party from a third party without any confidentiality obligation.

§3: PROPERTY - RETURN

3.1. The receipt of Confidential Information from the disclosing Party may in no event be interpreted as conferring on the recipient Party, explicitly or implicitly, any intellectual property right whatsoever in or to the Confidential Information received from the disclosing Party.

3.2. Confidential Information received from the disclosing Party shall promptly be returned to it at its first request. Upon the cessation of this Agreement for any reason whatsoever, each of the Parties agrees to certify in writing that they have not kept any Confidential Information received from the disclosing Party and/or copies thereof, on any data storage device or medium whatsoever, without the disclosing Party's prior written authorization.

§4: NO ASSIGNMENT – DUTY TO INFORM

4.1. The rights and obligations arising from this Agreement shall not be assigned or transferred by any means whatsoever to any third parties by one of the Parties without the prior, written consent of the other Party.

§5: PERIOD OF EXCHANGES – TERM OF AGREEMENT

This Agreement shall enter into effect as of its date of execution by the Parties.

The period during which Confidential Information shall be exchanged shall be of five (5) years, as of the effective date of the Agreement. After that period, the confidentiality obligations shall survive for a period of two (2) years.

§6: FINAL PROVISIONS

i. All written notices under this Agreement shall be sent to the address mentioned on page 1 hereof (each Party shall inform the other Party of any change in the address to which notices should be sent).

ii. Unless otherwise provided herein, this Agreement shall supersede and replace all other oral or written agreements, of any nature, which may have taken place previously between them in relation to the same purpose.

iii. No failure by a Party to enforce its rights in connection with any breach of the provisions of this Agreement by the other Party shall operate or be construed as a permanent waiver of its right to subsequently enforce that or any other provision.

iv. In the event that one or more provisions of this Agreement are held to be invalid or unenforceable by any court of competent jurisdiction, such provision(s) shall be severed from this Agreement and the Parties shall make their best efforts to replace it, without the validity or enforceability of the other provisions being thereby affected.

v. This Agreement has been drawn up in the English language only, which constitutes its contractual language.

vi. To the fullest extent permitted by law, the Parties hereby agree to waive trial by jury in any action proceeding or counterclaim brought by or on behalf of either Party with respect to any matter whatsoever relating to this Agreement.

Executed in 2 original counterparts, on _____

For CONSORTIUM OPADE **…….**

…….. [_____] …….. [_____]