CONSORTIUM AGREEMENT

Grant agreement nº: 765497
Project title: Bio-orthogonal catalysis for cancer therapy (THERACAT)

Framework: H2020

Marie Skłodowska-Curie Actions (MSCA)

Innovative Training Networks (ITN)

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CONSORTIUM AGREEMENT
for a Marie Skłodowska-Curie Innovative Training Network (ITN) European Training Network

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “Rules for Participation”), and the provisions of the specific Grant Agreement to be signed by the Parties and the EC, and is made on <2018-03-01>, hereinafter referred to as the Effective Date

BETWEEN:
FUNDACIO INSTITUT DE BIOENGINYERIA DE CATALUNYA (IBEC),
the Coordinator

TECHNISCHE UNIVERSITEIT EINDHOVEN (TU/e),

RIJKSUNIVERSITEIT GRONINGEN (GRO),

UNIVERSITAT BASEL (BAS),

THE UNIVERSITY OF EDINBURGH (EDI),

TEL AVIV UNIVERSITY (TAU),

TEVA PHARMACEUTICAL INDUSTRIES LIMITED (TEVA),

TAGWORKS PHARMACEUTICALS BV (TAG),

BIOGELX LIMITED (BGX),

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

relating to the Action entitled Bio-orthogonal catalysis for cancer therapy **in short** (THERACAT)

hereinafter referred to as “Project”

WHEREAS:
The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)
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 EC (hereinafter “Grant Agreement”) under the funding scheme of “Marie Skłodowska-Curie Innovative Training Networks - ITN”.
The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1. Definitions
Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions
“Access Rights”
Access Rights means rights to use Results or Background under the terms and conditions laid down in this Consortium Agreement, in accordance with Article 25 of the Grant Agreement, and as completed by any separate agreement signed between the concerned Parties.

“Affiliated Entity”
Affiliated Entity shall have the meaning defined under Article 2.1 (2) of the Rules for Participation Regulation No 1290/2013, as specified under Article 25.4 of the Grant Agreement.
Affiliated Entities at the date of signature of the Consortium Agreement are listed in Attachment 5.

“Consortium Agreement”
Consortium Agreement means this body text, its exhibit and its possible further amendments.

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

“Consortium Plan”
Consortium Plan means the description of the action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the Supervisory Board.

“Data”
Data means personal data which is either owned/stored by a Party before the commencement of the Project or which is generated under the Project, that shall be subject to terms and conditions specified in Article 11 of the Consortium Agreement.

"Funding Authority"
Funding Authority means the body awarding the grant for the Project.

“Defaulting Party”
Defaulting Party means a Party which the Supervisory Board 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.

“Early Stage Researcher” (ESR)
ESR is a postgraduate researcher in the first four years (full-time equivalent) of their research career, including the period of research training, who has not been awarded a doctoral degree. The ESR is recruited and employed under a separate agreement by a Party. The details of ESRs, their appointing institutions and their person-months are included in Annex 1 to the Grant Agreement.

“Exploitation”
Exploitation shall have the meaning defined under Article 28.1 of the Grant Agreement, meaning that it jointly refers to the use of the Results and/or Background (either directly or indirectly, in particular through transfer or licensing) by:
(a) using them in further internal research and academic and educational activities (outside the Project),
(b) developing, creating or marketing a product or process,

(c) creating and providing a service, or
(d) using them in standardisation activities.

"Material"
Material means any device or apparatus developed or used during the Project which may transferred between the Parties for the performance of the Project subject to the terms of a Material Transfer Agreement, as set forth in Attachment 4.

"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.

"Secondment"
Means a period during which a ESR is hosted by a entity (Seconding Entity) other than his/her employing institution (Host Entity).

"Secondment Plan"
The detailed plan of activities to be carried by the ESR in the receiving institution. Such Plan is optional but recommended and can be added to this agreement or as a part of the Career Development Plan.

"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.

Section 2: Purpose

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

The Parties hereby agree to disclose the Grant Agreement and the Consortium Agreement to the Partner Organisations.

Section 3: Entry into force, duration and termination

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

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

A new entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator in accordance with the decision of the Supervisory Board 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 fulfilment 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 Funding 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 non-disclosure of information, 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 Supervisory Board and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Section 4: Responsibilities of Parties

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

Each Party undertakes to notify promptly, once becoming aware, 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.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties and shall not knowingly provide any information, Background or Results which it is not entitled to so provide for the purposes of the Project.

4.1.1. Obligations during Secondments
During any period of Secondment to a Party or Partner Organisation, the seconded ESR shall remain employed by the Party by which he/she was recruited.
Except as otherwise set out in this Section 4.1.1, the Party employing the ESR shall be solely responsible for the fulfillment towards its ESR of the obligations of Parties set out in Article 32 of the applicable EC Grant Agreement, including the distribution to the ESR of the monthly support in accordance with the Party’s own usual accounting and management principles and practices.

Except as otherwise set out in this Section 4.1.1, the Party or Partner Organisation hosting the ESR shall have no obligation or liability to the employing Party or to the ESR for any of the conditions set out in Article 32 of the Grant Agreement, including but not limited to liability to the

employing Party or to the ESR for any salary or other compensation or other benefits of employment, such as any medical or other insurance coverage.
The Party hosting the ESR shall communicate to and instruct the ESR in any applicable local procedures regarding, but not limited to, health and safety and proper scientific conduct to ensure that the seconded ESR enjoys at the place of Secondment at least the same standards and working conditions as those applicable to local persons holding a similar position.

4.2 Breach
In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Supervisory Board, 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 Supervisory Board 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 third parties linked to a Party) 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.

Furthermore, if a Partner Organisation is involved the Coordinator ensures to have the Partner Organisations written Commitment in place (Attachment 7). In case of a secondment the respective partners shall agree on a Secondment agreement (template provided as Attachment 8). Both attachments are only suggested templates, without prejudice to the right of the relevant parties to negotiate different terms and conditions for the Commitment and Agreement on a case-by-case basis.

4.4. Visiting employee
The presence of employees of one of the Parties on the premises of another Party ("Visiting Employees") for the purposes of execution of the Project (i.e. ESR's secondments), will comply with the following provisions:
- The presence of Visiting Employees shall be subject to the prior written agreement of the Party receiving them, it being specified that this agreement will only be given depending on the availability dates at the receiving site and that all the costs relating to their trip will be borne by the employer of the Visiting Employee.
- Such Visiting Employees must comply with the internal rules and regulations and all general rules and specific instructions with regard to health, safety and authorization of access applicable on the site receiving them and the directives notified to them by the Scientific Manager of the Party receiving them. In any case, the Visiting Employees will remain under the hierarchical authority of their employer.

4.5. ESR Recruitment notifications
In order to facilitate the monitoring activity of the Coordinator, the Parties commit to notify the Coordinator via e-mail, without any delay, about any progress or change in their ESR recruitment process. In particular, the Coordinator shall always be notified about the official start date of the fellowship and the submission of the researcher declaration through the European Commission Participant Portal.

Section 5: Liability towards each other

5.1. No warranties
In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties of which rights the supplier Party is not aware.

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
- subject as aforesaid, 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 or its subcontractors) 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 by gross negligence.

A Party’s aggregate liability towards the other Parties collectively shall be limited to once the Party’s share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a willful act or gross negligence, except that a Party’s aggregate liability towards the other Parties collectively for damage that was caused by a breach of confidentiality shall be limited to twice the Party’s share of the total costs of the Project as identified in Annex 2 of the Grant Agreement.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party’s statutory liability.

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 competent Consortium Bodies 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 competent Consortium Bodies.

Section 6: Governance structure

6.1. General structure
The organisational structure of the Consortium shall comprise the following Consortium Bodies:

Supervisory Body, for the execution of the Project, as the ultimate decision-making body of the consortium being the board responsible for the overall direction of the Project. The Supervisory Board is also responsible for overseeing the quality of the network-wide training of ESRs and for ensuring that scientific/technological training is balanced with transferable skills training appropriate to the needs of each recruited researcher. The Supervisory Board will also oversee the quality and quantity of supervision of the ESRs.

The Coordinator is the legal entity acting as the intermediary between the Parties and the Funding 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.

Management Support Team assists the Supervisory Board and the Coordinator.

6.2. General operational procedures for all Consortium Bodies
6.2.1. Representation in meetings
Any Party which is a member of a Consortium Body (hereinafter referred to as "Member"):
should be present or represented at any meeting;
may appoint a substitute or a proxy to attend and vote at any meeting;
and shall participate in a cooperative manner in the meetings.

6.2.2. Preparation and organisation of meetings

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

	Ordinary meeting	Extraordinary meeting
Supervisory Board	At least once a year	At any time upon written request of the Coordinator or 1/3 of the Members of the Supervisory Board

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

	Ordinary meeting	Extraordinary meeting
Supervisory Board	45 calendar days	15 calendar days

6.2.2.3. Sending the agenda
The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

Supervisory Board	21 calendar days, 10 calendar days for an extraordinary meeting

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

Supervisory Board	14 calendar days, 7 calendar days for an extraordinary meeting

6.2.2.5. During a meeting if all of the Members of a Consortium Body are present or represented, they can unanimously agree to add a new item to the original agenda.

6.2.2.6. Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

6.2.2.7. Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.5.

6.2.2.8. Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document, which is then agreed by the defined majority (see Section 6.2.3) of all Members of the Consortium Body. Such document shall include the deadline for responses.

Decisions taken without a meeting shall be considered as accepted if all members have agreed to take this decision without a meeting. This agreement has to be sent to the coordinator in written form together with the vote on a specific decision. 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.

6.2.3. 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 of a Consortium Body present or represented in the meeting shall have one vote.

6.2.3.3. A Party which the Supevisory Board has declared according to Section 4.2 to be a Defaulting Party may not vote.

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

6.2.4. Veto rights

6.2.4.1. A Member 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 Member may veto such a decision during the meeting only.

6.2.4.3. When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 calendar 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 Member may veto such 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.

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

6.2.5. Minutes of meetings

6.2.5.1. The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 14 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 of the Consortium Body and to the Coordinator, who shall safeguard them.
If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3. Specific operational procedures for the Consortium Bodies
6.3.1. Supervisory Board
In addition to the rules described in Section 6.2, the following rules apply:

6.3.1.1. Members

6.3.1.1.1. The Supervisory Board shall consist of one representative of each Party (hereinafter Supervisory Board Member). Within the 30 days after signature of this Consortium Agreement, the Parties shall establish the Supervisory Board whose names and contact details have to be communicated in writing to the Coordinator. Each Party shall have the right to replace its representative and/or appoint a proxy, although it shall use reasonable endeavours to maintain the continuity of its representation. The chairperson of the Supervisory Board will inform the other Parties of any such replacement of a representative and/or appointment of a proxy.

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

6.3.1.1.3. The Coordinator shall chair all meetings of the Supervisory Board, unless decided otherwise in a meeting of the Supervisory Board.

6.3.1.1.4. The Parties agree to abide by all decisions of the Supervisory Board. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.2. Decisions

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

The following decisions shall be taken by the Supervisory Board:

Content, finances and intellectual property rights

Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
Allocation of the Project’s budget in accordance with the Grant Agreement, and reviewing and proposing budget reallocations to the Parties
Changes to the Consortium Plan
Modifications to Attachment 1 (Background Included)
Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)

Appointment of members of the Recruitment Committee and Training Committee
Decision of creating ad hoc committee, including mission, decision process and members nomination
Support the Coordinator in preparing meetings with the Funding 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 Funding Authority in respect of the procedures of the Grant Agreement Article 29
Evaluate and explore possible Intellectual Property commercial exploitaton
Set procedures for the dealing with cases of scientific misconduct

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 Funding Authority for a change of the Coordinator
Proposal to the Funding Authority for suspension of all or part of the Project
Proposal to the Funding Authority for termination of the Project and the Consortium Agreement

6.3.2. Recruitment Committee
In addition to the rules in Section 6.2, the following rules shall apply:

6.3.2.1. Members

6.3.2.1.1. The Recruitment Committee will be coordinated by UAB, and include BAS and TU/e, representing the academia sector.

6.3.2.2. Tasks

The Recruitment Committee shall (i) develope a written recruitment plan defining the step by step process of employment, (ii) assure and report on gender balance within the recruitment procedure, (iii) prepare guidelines of best practice for the recruitment of researchers, (iv) advertise of positions through websites and well-read international scientific journals, (v) make recommendation regarding problem that may arise in the recruitment process, including the lack of suitable candidates, (vi) help validating all data provided by the applicants and (vii) supporting the scientist in charge at the hosting partners in managing the recruitment of fellows. The Recruitment Committee will report to the Supervisory Board at least twice a year. The recruitment plan shall be approved by the Supervisory Board.

6.3.3. Training Committee
In addition to the rules in Section 6.2, the following rules shall apply:

6.3.3.1. Members

6.3.3.1.1. The Training Committee will be coordinated by TAU, and will include GRO and BGX, providing academic, industrial and research experience.

6.3.3.2. Tasks

The Training Committee shall (i) define together with the fellows and supervisors their Personal Career Development Plan, as well as, monitoring their progress by appointing an assessment commission for each Early Stage Researcher (ESR), (ii) define the training programme, both on the Network and individual level, (iii) evaluate the integration of the Network into local training programmes, (iv) supervise and manage of the training activities and (v) follow up of doctoral studies by the ESRs. The Training Committee will report to the Supervisory Board at least twice a year.

6.3.4. IP and Innovation Committee
In addition to the rules in Section 6.2, the following rules shall apply:

6.3.4.1. Members

6.3.4.1.1. The IP and Innovation Committee will be coordinated by TEVA, and will include TAG and EDI, providing industrial and research experience.

6.3.4.2. Tasks

It is the body responsible for advising on Intellectual Property and Innovation activities related to the research developed within the project, with the support of the Tech Transfer departments of the members' institutions. The IP Innovation Committee shall perform (i) periodic monitoring of the project scientific results, assessing the scientific achievements and progress; (ii) determining whether some results are patentable; (iii) investigating competitive landscapes and potential exploitation issues.

The Recruitment Committtee, the Training Committee and the IP and Innovation Committee will report to the Supervisory Board.

6.3.5. Advisory Board

6.3.5.1. Members

6.3.5.1.1. To reflect the intersectoral nature of THERACAT the three advisory board members are from academia, hospitals and private sector: (i) Prof. David Cameron, Director of Cancer Services in NHS Lothian and Clinical Cancer Research Champion for Scotland; (ii) Dr. John Dixon, Director of JD Consulting and former VP of Drug Discovery in AstraZeneca Charnwood (iii) Prof. Wolfgang Meier, full professor of Chemistry at Basel University. The Coordinator is authorised to execute with each member of the SAB a non-disclosure agreement, which terms shall be not less stringent than those stipulated in this Consortium Agreement and which shall ensure that any such member shall have a direct contractual responsibility to each Party, no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier.

6.3.5.2. Tasks

The IP Innovation Committee shall (i) provide an independent perspective of the progress of the Network and training progress of the ESRs; (ii) give impartial advices on potential areas for improvement and new possible avenues to explore; (iii) act as mediator in conflicts between beneficiaries. AB members will attend the project annual meetings, read the annual reports and write a critical review with recommendations for the next period.

The Recruitment Committtee, the Training Committee and the IP and Innovation Committee will report to the Supervisory Board.

6.4. Coordinator

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

6.4.2. In particular, the Coordinator shall be responsible for:
monitoring compliance by the Parties with their obligations under the Grant Agreement and this Consortium Agreement
keeping the address list of Members and other contact persons updated and available
chair the Supervisory Board meetings, and follow-up of its decisions
collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
transmitting documents and information connected with the Project to any other Parties concerned
administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator.

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 Funding Authority in time.

6.4.3. If the Coordinator fails in its coordination tasks, the Supervisory Board may propose to the Funding 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. ESR Supervisors
6.5.1. The ESR supervisors are in charge of recruitment and selection of the ESRs, will meet regularly with the ESR to discuss progress and provide scientific guidance and training. They assist the ESRs in drawing up a Career Development Plan and monitor their training progress.

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

Specific provisions for employment of ESRs
ESRs and their employing institutions will sign an agreement which defines their respective role, entitlements and responsibilities, as specified in Article 32 of the Grant Agreement.

The ESR and his/her supervisor are obliged to complete a Career Development Plan which defines the ESR's objectives over both the short and long term (Article 32.1.(l)). A suggested template for the Career Development Plan is provided to the consortium.

Section 7: Financial provisions

7.1. General Principles
7.1.1. Distribution of Financial Contribution

The financial contribution of the Funding Authority to the Project shall be distributed by the Coordinator according to:
- the Consortium Plan
- the approval of reports by the Funding 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.

A Partner Organisation shall have no entitlement to any portion of the financial contribution provided by the Funding Authority unless separately agreed in writing with the Party concerned for the Partner Organisation's 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 implementation of units with respect to the Project towards the Funding Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of implementation of units towards the Funding Authority.

7.1.3. Funding Principles
A Party which 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.
Upon decision of the Supervisory Board, the EU contribution might be re-distributed among the Parties as per Article 6.3.1.2 and upon approval of the Funding Authority.

7.1.4. 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 Funding Authority or another contributor. Furthermore, a leaving Party shall, notwithstanding, 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 its and their tasks or the transfer or reassignment of said tasks, irrespective whether its participation is terminated for convenience or for another reason.

7.1.5. Allocation of Management and Overheads cost category
The Parties agree to contribute according to their budget share, as indicated in the table in Attachment 6:

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. Optional payments to a Partner Organisation are the exclusive task of the Party concerned.

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 Community 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 Funding Authority for the Guarantee Fund and for the final payment have been deducted.

7.3.2. Funding of implementation of units included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority without undue delay (maximum 30 days after receipt) and in conformity with the provisions of the Grant Agreement. Implementation of units accepted by the Funding Authority will be paid to the Party concerned. During the period from the moment on which the Coordinator receives financial contributions from the Commission and until such contributions are transferred to the other Beneficiaries, the Coordinator shall hold all such contributions in trust for the benefit of the other Parties

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Party 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 Funding Authority.

Section 8: Results

8.1. Ownership of Results
Results are owned by the Party that generates them. If the researchers of a Party are entitled to claim rights to the Results pursuant to national laws, the Party concerned must ensure that all rights relating to such Results shall vest on it, in order for it to comply with its obligations under the Grant Agreement and this Consortium Agreement, to the extent that such rights are lawfully transferrable.

8.2. Joint ownership
Joint ownership is governed by Grant Agreement Article 26.2 setting that, the joint owners must agree in writing on the allocation and terms of exercise of their joint ownership in a separate agreement (“Joint Ownership Agreement”) to ensure compliance with their obligations under this Consortium Agreement, such agreements shall be drawn up as soon as necessary between the Parties respectively concerned, and in any event before any industrial and/or commercial exploitation of the jointly owned Results. It will address the following:

Each such Joint Ownership Agreement shall cover in particular:
- how the ownership is divided between the joint owners,
- how the jointly owned Results will be protected, including issues concerning the division of the related cost of protection (e.g. patent filing and examination fees, renewal fees, prior state-of-the-art searches, infringement actions, etc.),
- how the jointly owned Results will be exploited and disseminated and how the revenues or profits are shared between the joint owners,
- the criteria for ‘fair and reasonable compensation’ to be provided to the non-exploiting joint owners,
- how disputes will be settled (e.g. via a mediator, applicable law, etc.).

The joint owners shall agree on the appointment among them of one joint owner in charge of the management and exploitation of the jointly owned Results in the name of all the other joint owners, notably for the granting of Access Rights to a requesting Party and for the negotiation of exploitation agreements with third parties (including exclusive license agreements).

Unless otherwise agreed:
- each of the joint owner may grant non-exclusive licenses to third parties to exploit jointly-owned results (without any right to sub-license), if the other joint owners are given:
(a) at least 45 calendar days advance notice; and
(b) Fair and Reasonable compensation.

The joint owners shall in any event remain free to use on a royalty-free basis their jointly owned Results for non-commercial research and educational purposes.

Transfer of Results
8.2.1. Each Party may transfer ownership of its own Results, in whole or in part, following the procedures of the Grant Agreement Article 30.

8.2.2. It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to 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 30.1.

8.2.3. 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 will not be affected by such transfer. Any addition to Attachment (3) after signature of this Agreement requires a decision of the Supervisory Board.

8.2.4. Notwithstanding the foregoing, a Party may, without the consent of the other Parties but provided that the other Parties are informed within two (2) months, transfer its Results to any public institution jointly supervising the Party's laboratories involved in the Project.

8.2.5. 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 fourteen (14) days prior notice to the other Parties.

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

8.3. Dissemination
8.3.1 Dissemination of Results
8.3.1.1. During the Project and for a period of 1 year after the end of the Project, the dissemination of Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.
Prior notice of any planned publication shall be given to the other Parties at least 30 calendar days before the publication. Any objection to the planned publication following the above notification shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2. An objection is justified if
(a) The protection of the objecting Party's Confidential Information, Results or Background would be adversely affected; or
(b) The objecting Party's legitimate interests in relation to the Confidential Information, Results or Background would be significantly harmed.

The ojection 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. The delay in publication shall include a precise request for necessary modifications.

8.3.1.3. 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 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.
In the event a dispute arises over a planned publication that cannot be settled amicably within 2 months, the Parties concerned shall be entitled to settle the dispute in accordance to Section 11.8 of this Consortium Agreement.

8.3.2. 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.

8.3.3. Cooperation obligations
The Parties undertake to cooperate to allow the timely submission, examination, publication and defence 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.

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

Section 9: Access Rights

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

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

9.1.2. Any Party can propose to the Supervisory Board to modify its Background in Attachment 1.

9.1.3. The Parties must – on a royalty-free basis – give access to the recruited ESR:s to Background necessary for their research training activities under this 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. Any Access Rights 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.

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 for developing, creating or marketing a product or process, creating and providing a service, or using them in standardisation 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.

Access rights to Results for internal and/or non-commercial collaborative research and educational activities shall be granted to Parties on a royalty-free basis.

9.4.2. 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 may be made up to twelve months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party’s participation in the Project.

9.5. Access Rights for Affiliated Entities
Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4 if they are identified in Attachment 5 (Identified Affiliated Entities) to this Consortium Agreement.

Such Access Rights must be requested by the Affiliated Entity 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 Affiliated Entities listed in Attachment 5. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written separate agreement prior to any use of the Background or Results by the Affiliated Entity.

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

Access Rights may be refused to Affiliated Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse. This entity will however remain subject to any obligation under the Agreement that shall by nature remain in force, in particular obligations relating to Confidential Information.

Further arrangements with Affiliated Entities 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 Supervisory Board 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 Provisions for Access Rights to Software
For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.
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 respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

Section 10: 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 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 of commitment on non-disclosure under the Grant Agreement, for a period of 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 return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient 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 fulfilment of the above obligations on the part of their employees or third parties involved in the Project and its Affiliated Entities listed In Attachment 5 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 reasonable knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.
-

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

10.6. Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7. If any 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.

Section 11: Transfer of Material and/or Data

In the event that one Party (the "Supplier") transfers Material 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 the personal data and to medical secrecy. In particular,, and that the Recipient 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 person which would be communicated by the Supplier to the Recipient;
f) Will no longer be used and will be returned to the Supplier (or destroy, 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 infringment 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 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 in compliance with the applicable laws and regulatory provisions, and notably with the Directive 95/46/EC of 24 October 1995, or the respective national laws. 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 collected by a Party under the Project shall not be transferred to another Party or to a subcontractor or to any third party before any identifyable 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 MTA, a suggested template of which is included in Attachment 4, and which may be completed by concerned Parties (notably with regard to the reimbusement 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.

Section 12: Miscellaneous

12.1. Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and
Attachment 1 (Background included)
Attachment 2 (Accession document)
Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
Attachment 4 (Material Transfer Agreement)
Attachment 5 (Identified Affiliated Entities)
Attachment 6 (Consortium Plan Budget)
Attachment 7 (Commitment of the Partner Organisation)
Attachment 8 (Template Secondment Agreement)

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

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

12.2. 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.

12.3. 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 authorised 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 fulfils 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 all Parties.

12.4. Assignment and amendments

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

12.6. 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.

12.7. Mandatory national law.

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

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

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

12.11. Settlement of disputes
The parties shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. 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.

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, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

Section 13: Signatures

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by their authorised 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.

FUNDACIO INSTITUT DE BIOENGINYERIA DE CATALUNYA (IBEC)

Signature and stamp

IBEC
Institute for Bioengineering of Catalonia

Name: Prof. Josep Samitier Marti
Title: Director
Date: 14/09/2018

TECHNISCHE UNIVERSITEIT EINDHOVEN (TU/e)

Signature and stamp

Name: ir. J.H.J. Mengelers
Title: President
Date: 14/09/2018

TU/e technische universiteit eindhoven

THERACAT Consortium Agreement, version 2,

RIJKSUNIVERSITEIT GRONINGEN (GRO)

Signature and stamp

university of
groningen

Name: Prof. dr.Jouke de Vries
Title: President of the board of the university
Date: 14/09/2018

THERACAT Consortium Agreement, version 2,

UNIVERSITAT BASEL (BAS)

Signature and stamp

Name: Prof. Dr. Torsten Schwede
Title: Vice President for Research
Date: ~~14/09/2018~~ 21/07/2019

THE UNIVERSITY OF EDINBURGH (EDI)

Signature and stamp

The University of Edinburgh
Old College, South Bridge
Edinburgh EH8 9YL

Name: Alan Kennedy
Title: Senior Research Development Specialist (Europe and International)
Date: 18 January 2019

TEL AVIV UNIVERSITY (TAU)

Signature and stamps

Name: Mrs. Lea Pais
Title: Director of the Research Authority
Date: 10/02/2019

Name: Mr. Neri Azogui
Title: Vice Director General of Finance
Date: 10/02/2019

TEL AVIV UNIVERSITY אוניברסיטת תל אביב

TEVA PHARMACEUTICAL INDUSTRIES LIMITED (TEVA)

Signature and stamps

Yael Marantz, Ph.D
VP Head of Non-Clinical Development
Specialty R&D

Name: Yael Marantz
Title: VP R&D
Date: 14/02/2019

Name: Tal Yoetz
Title: Manager
Date: 14/02/2019

THERACAT Consortium Agreement, version 2,

TAGWORKS PHARMACEUTICALS BV (TAG)

Signature and stamp

tagworks
PHARMACEUTICALS

Name: Marc Robillard, PhD
Title: CEO
Date: 14/09/2018

BIOGELX LIMITED (BGX)

Signature and stamp

biogelx

Name: Mitch Scanlan
Title: Chief Executive Officer
Date: 14/09/2018

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.

PARTY 1

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

No data, know-how or information of IBEC shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party’s Results (Article 25.3 Grant Agreement). IBEC hereby excludes from its obligation to grant Access Rights to Bacground including, but not limited to, the following: a) All Background developed by researchers working at IBEC who are not participating in the THERACAT project and b) All Background developed by researchers working at IBEC and participating in the THERACAT project, where this Background falls outside the scope of the Work Tasks allocated to IBEC under the project, and c) All Background developed by researchers working at IBEC which is subject to thir party rights or for which IBEC needs to obtain permission grant Access Rights.

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

PARTY 2

As to **TU/e**, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of TU/e shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party’s Results (Article 25.3 Grant Agreement). TU/e hereby excludes from its obligation to grant Access Rights to Bacground including, but not limited to, the following: a) All Background developed by researchers working at TU/e who are not participating in the THERACAT project and b) All Background developed by researchers working at TU/e and participating in the THERACAT project, where this Background falls outside the scope of the Work Tasks allocated to TU/e under the project, and c) All Background developed by researchers working at IBEC which is subject to thir party rights or for which TU/e needs to obtain permission grant Access Rights

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

PARTY 3

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

No data, know-how or information of GRO shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 4

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

No data, know-how or information of BAS shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 5

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

No data, know-how or information of EDI shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 6

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

No data, know-how or information of TAU shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 7

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

No data, know-how or information of TEVA shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 8

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

No data, know-how or information of TAG shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party’s Results (Article 25.3 Grant Agreement).

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

PARTY 9

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

No data, know-how or information of BGX shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement). BGX hereby excludes from its obligation to grant Access Rights to Bacground including, but not limited to, the following: a) All Background developed by researchers working at BGX who are not participating in the THERACAT project and b) All Background developed by researchers working at BGX and participating in the THERACAT project, where this Background falls outside the scope of the Work Tasks allocated to BGX under the project, and c) All Background developed by researchers working at BGX which is subject to thir party rights or for which BGX needs to obtain permission grant Access Rights.

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

Attachment 2: Accession document

ACCESSION

of a new Party to

[Acronym of the Project] Consortium Agreement, version […, YYYY-MM-DD]

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

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

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

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

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

[Date and Place]

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

[Date and Place]

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

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

TAU may assign its Results to Ramot at Tel Aviv University Ltd., the commercial arm of TAU, and/or to the researchers of TAU participating in the Project

Attachment 4: Material Transfer Agreement

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 and XXXX on …/…/…….

Material	Designation: ……………………………………………………………… Quantities: ………………………………………………………………
Data	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

Witnessed, the Scientific Manager of the Laboratory	Witnessed, the Scientific Manager of XXXX
……………………	……………………

Attachment 5: Identified Affiliated Entities according to Section 9.5

TAU: Ramot at Tel Aviv University Ltd.

Attachment 6: Consortium Plan Budget and Coordination costs

The Marie Skłodowska-Curie Actions (MSCA) Work Programme defines two types of unit costs for the Innovative Training Networks (ITN):
- Researcher unit costs, including:
- Living Allowance (defined by the GA)
- Mobility Allowance (defined by the GA)
- Family Allowance (defined by the GA)

The mobility and family allowances are fixed amounts, regardless of the country of recruitment, and shall be excluded from taxation, where this is in line with national legislation.

EC have budgeted for all beneficiaries half of the "family allowance" category in advance. This category costs can be paid to the ESR only if he/she fulfills the requirements (i.e. i) marriage, ii) equivalent status to a marriage recognised by the national legislation of the country where this relationship was formalized, iii) dependent children who are actually being maintained by the researcher) at the time of recruitment (this budget can't be used for other issues). At the moment of recruitment has to be clear this point. Consortium will have to return this budget to the EC if the candidates don't fulfill the requirements. Coordinators, will take it into account within the second payment, depending of each case, by increasing or reducing the corresponding transfer amount (in case of fulfilling "family allowance" the corresponding budget will be corrected for the fellow to have 500 € per month).

- Institutional unit costs, including
- Research, Training and Network Costs (unit cost of €1,800 per person-month)
- Management and Overheads

The Parties have agreed to contribute to the costs that the Coordinator incurs for the management of the whole Project:
a) This reallocation of budget will come from the management EU contribution since each beneficiary keeps the 10% overheads on its direct costs as applicable to Marie Curie Actions.
b) Each beneficiary keeps 7.000 € per ESR for local MGT purposes (i.e. 1 ESR = 7000 €, 2 ESRs = 14000 €).
c) The coordinator assumes the remaining MGT budget for Network MGT purposes (this budget will be devoted to the contract of a project manager to support the implementation of the project, to cover the costs travel and training activities (not secondment's costs) from the partner organizations of the project and the Advisory Board, to cover the cost of the creation and maintenance of the project webpage, etc.).

See below the final budget redistribution agreed by the consortium:

Party	Researcher unit costs			Institutional unit costs			Total Costs
	Living	Mobility	Family	RTN	Management	Overheads	
IBEC	109.272,96 €	21.600,00 €	9.000,00 €	64.800,00 €	175.762,82 €	38.043,58 €	418.479,36 €
TU/e	346.884,49 €	64.164,00 €	26.735,00 €	192.492,00 €	14.000,00 €	64.427,55 €	708.703,03 €
GRO	116.774,28 €	21.600,00 €	9.000,00 €	64.800,00 €	7.000,00 €	21.917,43 €	241.091,71 €
BAS	126.626,76 €	21.600,00 €	9.000,00 €	64.800,00 €	7.000,00 €	22.902,68 €	251.929,44 €
EDI	269.375,76 €	43.200,00 €	18.000,00 €	129.600,00 €	14.000,00 €	47.417,58 €	521.593,34 €
TAU	243.401,04 €	43.200,00 €	18.000,00 €	129.600,00 €	14.000,00 €	44.820,10 €	493.021,14 €
TEVA	121.700,52 €	21.600,00 €	9.000,00 €	64.800,00 €	7.000,00 €	22.410,05 €	246.510,57 €
TAG	116.774,28 €	21.600,00 €	9.000,00 €	64.800,00 €	7.000,00 €	21.917,43 €	241.091,71 €
BGX	134.687,88 €	21.600,00 €	9.000,00 €	64.800,00 €	7.000,00 €	23.708,79 €	260.796,67 €

- When transferring the contribution received by the Funding Authority to the Parties, the Coordinator will withhold the proportional percentage of each Party's total contribution to the management budget.

Attachment 7: Commitment of the Partner Organisation

Commitment of the Partner Organisation

IBEC and the organisations shown in the attached schedule (hereinafter referred to as "Consortium" are participating in the Marie Skłodowska-Curie Action: Innovative Training Network entitled "Bio-orthogonal catalysis for cancer therapy" with the acronym "THERACAT" (hereinafter referred to as "Project"), which is being funded by the European Union under its Horizon 2020 Programme. Hence, this agreement is between:

1. [Insert official name of the Coordinating Institution], having its registered office or based in [insert the Legal Address of the Entity], acting on behalf of the THERACAT Consortium.

And

2. [Insert official name of the Partner Organisation], having its registered office or based in [insert the Legal Address of the Entity] hereinafter referred to as [Partner Organisation short name].

General provisions:

[Partner Organisation short name] agrees to:

1. Contribute to the THERACAT Project by fulfilling the tasks listed in Annex I to the Grant Agreement, Appendix B.

2. Contribute to the THERACAT Project by abiding decisions made by the Supervisory Board.

3. Make best efforts to promptly conclude a detailed Secondment agreement with the relevant Party.

Provisions related to the participation to the THERACAT Supervisory Board:

The Consortium welcomes [Partner Organisation short name] as a member of the Supervisory Board ("SB"). Participation as a member of the SB will involve the representative of [Partner Organisation short name] receiving, and/or participating in Project discussions/presentations/correspondence concerning confidential information, including, but not limited to, information produced and/or acquired by the Consortium members either as part of the Project ("Results") or before the Project ("Background"). As the Consortium members have pre-existing obligations with respect to the confidentiality of such Results, Background and confidential information, [Partner Organisation short name] will be required to keep confidential, as indicated below, any Results, Background or other confidential information that may be disclosed to [Partner Organisation short name] as a member of the SB. In addition, confidential information may be disclosed to [Partner Organisation short name] by members of the SB who are not members of the Consortium. In this agreement, any information disclosed to [Partner Organisation short name] in whatever form or mode of transmission, relating to Results and/or Background and/or any information disclosed to [Partner Organisation short name] by any party which has been identified as confidential at the time of disclosure, shall be collectively referred to as "Confidential Information" and the party owning or holding rights to such Confidential Information, who shall be entitled to enforce the obligations contained herein, shall be referred to as the "Discloser". To avoid doubt, the Consortium has approved the use of this agreement.

The functions and procedures of the SB are listed in articles 6.1, 6.2, 6.3 of the Consortium Agreement, Appendix A.

By signing below, [Partner Organisation short name] agrees to the following:

a) [Partner Organisation short name] commits itself to carry out its work as per Section 3 of Appendix B – Annex I to the Grant Agreement

1. to take all reasonable steps to ensure that all Confidential Information disclosed to [Partner Organisation short name] as a member of the SB remains confidential during the Project and for a period of four (4) years after the end date of the Project;

not to become involved in any commercial, manufacturing, scientific, literary or any other exploitation of the Confidential Information, whether alone or in conjunction with another party (by licence or otherwise), or use Confidential Information otherwise than for undertaking [Partner Organisation short name]'s duties as a member of the SB without the written consent of the Discloser;

not to disclose the Confidential Information either directly or indirectly to any third party without the written consent of the Discloser.

to return to the Discloser on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form.

[Partner Organisation short name] will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with THERACAT Project. [Partner Organisation short name] will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence [Partner Organisation short name] will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

In addition, [Partner Organisation short name] agrees that the above obligations of confidentiality and non-use shall not apply in the following circumstances:

(i) when any such Confidential Information is public knowledge through previous publication, or when following disclosure to [Partner Organisation short name] as a member of the SB, becomes general or public knowledge either through no fault of [Partner Organisation short name] or following further written agreement between [Partner Organisation short name] and the Discloser;

(ii) when any such Confidential Information can be shown by [Partner Organisation short name] to have been in [Partner Organisation short name]'s possession prior to disclosure under this agreement, except when such Confidential Information was supplied by the staff, students or agents of the Discloser;

(iii) when any such Confidential Information is received by [Partner Organisation short name] from a third party that [Partner Organisation short name] reasonably believe has no similar obligation of confidentiality to the Discloser;

when [Partner Organisation short name] can reasonably demonstrate that any such information has been previously developed by [Partner Organisation short name] without reference to, or without prior benefit of, the Confidential Information or was required to be disclosed in order to comply with applicable laws or statutory regulations or with a court or administrative order.

In accordance with Sec 4.1 of the Consortium Agreement, Appendix A, this Agreement shall be governed and construed in accordance with Belgian law and the Belgian courts shall have exclusive jurisdiction over it.

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

In consideration of the invitation to participate as a member of the SB, [Partner Organisation short name] accepts the conditions set out within this agreement.

Name of [Partner Organisation short name] Authorised signatory

____

(Block Capitals)

Signed

__________________________________ Date ____________________

(by [Partner Organisation short name] Authorised signatory)

At the time of the signature, [Partner Organisation short name] nominates the following employees as its representatives in the SB.
For the avoidance of doubt, [Partner Organisation short name] is entitled to one vote only regardless of the number of representatives attending any SB meeting.

Name of SB member(s)' representative(s)

____

(Block Capitals)

Normal Work Address of SB member(s)' representative(s)

____

(Block Capitals)

Signed

__________________________________ Date ____________________

(by SB member(s)' representative(s))

Name of authorised member of [COORDINATING INSTITUTION'S short name] Staff acting on behalf of the Consortium

____

Signed

__________________________________ Date ____________________

Consortium Schedule:

Institution’s Name	Organisation short name	Country
[COORDINATING INSTITUTION’S NAME]	[ACRONYM]	[ACRONYM]
[PARTY’S NAME]	[ACRONYM]	[ACRONYM]
[PARTY’S NAME]	[ACRONYM]	[ACRONYM]
[PARTY’S NAME]	[ACRONYM]	[ACRONYM]
[PARTY’S NAME]	[ACRONYM]	[ACRONYM]
[PARTY’S NAME]	[ACRONYM]	[ACRONYM]
[PARTY’S NAME]	[ACRONYM]	[ACRONYM]
[PARTY’S NAME]	[ACRONYM]	[ACRONYM]
[PARTY’S NAME]	[ACRONYM]	[ACRONYM]

Non-Consortium SB members Schedule:

Partner organisation’s Name	Organisation Short Name	Country
[PARTNER ORGANISATION’S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION’S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION’S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION’S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION’S NAME]	[ACRONYM]	[ACRONYM]
[PARTNER ORGANISATION’S NAME]	[ACRONYM]	[ACRONYM]
ESR Representative	ESR	/

Appendix A – Consortium Agreement (CONFIDENTIAL)
Appendix B – Annex I to the Grant Agreement (CONFIDENTIAL)

Attachment 8: Template Secondment Agreement

Template THERACAT Secondment Agreement

Note: Each THERACAT Beneficiary and Partner Organisation is responsible for ensuring their compliance with the provisions of the Grant Agreement and Consortium Agreement, as well as for the protection of their own (and other partners') Results and Background. This template provides a possible basic structure of an agreement your organisation may wish to conclude with a Partner Organisation which intends to host a seconded ESR, however it cannot foresee all possible situations and IPR issues that may be relevant to your situation. As such, this document is provided without any express or implied warranty as to its suitability. If you have any specific concerns please refer to the THERACAT Grant Agreement, the Consortium Agreement or contact the Coordinator for advice. The Partner Organisation may also wish to supplement this agreement with a separate bilateral agreement with the ESR.

This agreement is made between:

[YOUR INSTITUTION NAME] (hereinafter indicated as [YOUR INSTITUTION short name] or Seconding Entity) established in [YOUR INSTITUTION LEGAL ADDRESS] and

[HOSTING ENTITY or PARTNER ORGANISATION NAME], hereinafter indicated as [YOUR INSTITUTION short name] or Host Entity established in [SECONDING ENTITY'S LEGAL ADDRESS]

Definitions:

Early stage researcher (ESR): is a postgraduate researcher in the first four years (full-time equivalent) of their research career, including the period of research training, who has not been awarded a doctoral degree.

Secondment: means a period during which a ESR is hosted by a entity (Host Entity) other than his/her employing institution (Seconding Entity).

Secondment Plan: The detailed plan of activities to be carried by the ESR in the receiving institution. Such Plan is optional but recommended and can be added to this agreement or as a part of the Career Development Plan.

The Seconding Entity agrees to the placement of [INSERT NAME OF EARLY STAGE ESR} (the '*ESR*') with *INSERT HOSTING PARTY or PARTNER ORGANISATION* short name as a seconded *ESR* within the framework of the 'THERACAT' Marie Skłodowska-Curie Action: Innovative Training Network Grant Agreement 765497, Bio-orthogonal catalysis for cancer therapy, THERACAT, for 100% full time equivalent on the following conditions:

1. Effective Date: *INSERT START DATE*

2. Period of agreement: *INSERT END DATE*

3. Services

During the period of the secondment the *ESR* will undertake the role of XXX and perform the tasks as outlined in the attached Secondment Plan. This role is based at the Host Entity in *INSERT NAME OF PLACE* and the *ESR* will reside in that country.

The Host Entity will provide the facilities necessary for the ESR to perform the tasks as outlined in the attached Secondment Plan for the duration of this agreement.

4. Fees

OPTION: The Host Entity will not require the payment of any fees by the *ESR*.

5. Finance arrangements

The Host Entity shall cover the costs associated with the general use of premises, infrastructure, equipment, products and consumables during the period of the agreement.
In no event shall the Host Entity be responsible for the payment or waiver of any cost associated with the accommodation, board or travel expenses of the *ESR*.
The *ESR* will not receive any other incomes than those received from the *[YOUR INSTITUTION SHORT NAME]* for the activities carried out in the framework of this agreement.

6. Terms and Conditions

The ESR shall at all times remain subject to the terms and conditionsunder his/her contract with the Seconding Entity The *ESR* will be maintained on the payroll of the Seconding Entityand the Seconding Entityshall retain all rights and responsibilities in relation to its appointment of the *ESR*. Any current pension arrangements of the *ESR* will remain unchanged.

This Agreement shall be governed by Host Entity country's law and the ESR's and Host Entity consent to the exclusive jurisdiction of the Courts of the Host Entity country in respect of this Agreement.

The Seconding Entity and the Host Entity will endeavour to amicably settle disputes arising out of or in connection with this Agreement. Any disputes that cannot be amicably resolved shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The secondment is subject to the *ESR* being and remaining eligible to be appointed in the seconding country and is subject to the *ESR* obtaining a valid visa entitling them to work in the Host Entity country and compliance with the Host Entity country's immigration rules.

While the Host Entity is supporting this placement, the *ESR* shall be under the day-to-day control of the Host Entity and shall undertake to comply with the working practices of, and take instructions from the Host Entity.

The ESR must devote him/herself to the tasks as outlined in the attached Secondment Plan, unless there are duly justified reasons connected to personal or family circumstances.

The Host Entity agrees to provide the ESR with xxx days leave per annum, pro rata to the full time entitlement of *INSERT NUMBER* days annual leave per annum as per the *beneficiary's* terms of conditions of employment. In addition the ESR will also receive a pro rata entitlement to Seconding Entity country's Public holidays during the placement period.

The Host Entity will ensure that the ESR enjoys the same standards of safety and occupational health as those of its employees holding a similar position, and will provide health, safety and accident insurance coverage or equivalent for the ESR as required by law.

The *beneficiary* shall not be liable to the Host Entity in respect of any loss or damage suffered by the Partner organisation arising out of or relating to the Services provided under this Agreement or in respect of any failure to provide the Services or arising out of or relating to the termination of the *ESR's* appointment at the Host Entity prior to the expiry date.

The Host Entity shall indemnify the *beneficiary* against all costs, claims, liabilities and expenses of any nature (including, without limitation, all compensation for dismissal under statute or common law and all costs and expenses incurred by the *beneficiary* in settling, contesting or dealing for the same) resulting from any breach by the Host Entity of its obligations under this Agreement.
The *beneficiary* shall not be liable in respect of any loss or damage suffered by any party arising out of or relating to Host Entity*'s* failure to fully meet its responsibilities under the relevant national health and safety laws, regulations or practice. So far as is reasonably practicable, the Host Entity will ensure that premises, plant, equipment and working environments are safe and without risk to the health and safety of the *ESR* and other persons who may also be affected. The *beneficiary* shall furthermore not be liable for any loss or damage suffered by any party arising out of or relating to the *ESR*'s failure to fully meet his/her responsibilities under the relevant national laws and/or regulations applying to the *beneficiary*.

7. Intellectual Property

Note: If you wish to provide access rights to THERACAT Results or your organisation's Background to the Partner organisation within the context of this agreement, you must amend the statements in the first two articles below. The Results or Background must be solely owned by your organisation in order for you to grant access or ownership, and by granting access or ownership to the Partner organisation you must ensure that the access rights of the other THERACAT beneficiaries are maintained.

The default statements below mean that any Result generated by the ESR remains the property of the beneficiary, but this could be changed to:
1) Giving ownership to the Partner organisation
2) Sharing ownership between both organisations
3) Giving licensing rights to the Partner organisation
4) Giving part ownership to the ESR (if this is your normal practice)
You may wish to enter into a separate, specific ownership/joint ownership agreement concerning particular intellectual property, or include details of the arrangements in the Secondment Plan. In any case, the Grant Agreement and Consortium Agreement must be respected – please ask the coordinator for advice if necessary.

Any results, including information, whether or not they can be protected, arising out of the Services provided through this agreement shall be the property of the *beneficiary*.

Nothing in this agreement shall be so construed or interpreted in any way as to confer ownership or any access rights on the Host Entity with regards to the results and information generated under the THERACAT Project or the information, copyrights, data, documents, materials or intellectual property rights owned by the other participants in the THERACAT Project.

The *ESR* has the same rights and will comply with the same obligations as the Seconding Entity with regards to the THERACAT Grant Agreement Article 36.

In the case that Host Entity wishes to protect the confidentiality of any data, documents or other material made available to the *ESR* within the context of this agreement, the Host Entity will enter into a separate Non Disclosure Agreement (NDA) with the *ESR.* In the case that confidential information is intended to form part of the thesis, dissertation, publication or poster of the *ESR*, this NDA will include specific provisions to ensure that the confidential information remains protected.

In the case that the *ESR* enjoys access rights to results and information generated within the THERACAT Project or information, copyrights, data, documents, materials or IPR owned by the other Project participants, the *ESR* will ensure that the rights of the respective owner(s) are upheld in accordance with the THERACAT Grant Agreement and the THERACAT Consortium Agreement. For the avoidance of doubt, in the absence of a written agreement between the Host Entity and the respective owner(s) granting access rights, the *ESR* will treat all such information, results, copyrights, data, documents, materials or IPR as ‘confidential information’ in accordance with the terms of the THERACAT Grant Agreement Article 36.

The *ESR* shall inform the *beneficiary* and the Host Entity as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of this agreement.

The *ESR* shall inform the *beneficiary* as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of the THERACAT Grant Agreement or the THERACAT Consortium Agreement.

8. Additional Remarks

Nothing in this agreement shall be construed in any way as to diminish or alter the rights of the European Commission as set out in the THERACAT Grant Agreement.

Nothing in this agreement shall be construed in any way as to alter any other agreements or the associated terms and conditions of the appointment held by the *ESR* at the Seconding Entity.

The period of this agreement remains subject to review at any time by either the Seconding Entity or the Host Entity (see ‘Termination’ below) but shall be specifically reviewed in *INSERT REVIEW DATE PRIOR TO TERMINATION DATE OF AGREEMENT*.

Any proposed changes to the terms of this agreement shall be discussed and agreed in writing by the responsible authority of the *beneficiary* and Host Entity prior to initiation or amendment.

9. Termination

This Agreement shall be terminated if the *ESR*’s appointment by the *beneficiary* is terminated for whatever reason.

Either the *beneficiary* or the Host Entity may terminate this agreement before the end of the period with three month’s notice in writing to the other party.

At the end of the Agreement the scientist in charge will resume the full duties of the post of the ESR for the *INSERT NAME OF DEPARTMENT* at the Seconding Entity.

10. Signatures

This agreement shall be executed in three (3) counterparts, one of which shall be kept by the Seconding Entity and one by the Host Entity, the third being kept by the ESR.

Signed…………………………………. Date: Stamp:

NAME

JOB TITLE

For and on behalf of the INSERT NAME AND ADDRESS OF SECONDING ENTITY

Signed………………………………….. Date: Stamp:
NAME
JOB TITLE
For and on behalf of the INSERT NAME AND ADDRESS OF HOST ENTITY

Read and agreed:

Signed…………………………………… Date:
NAME
ESR