



Project:
AUTOIGG
(Grant Agreement 778405)

**“ Automated Functional Screening of IgGs for Diagnostics of
Neurodegenerative Diseases ”**

Theme: H2020-MSCA-RISE-2017

Consortium Agreement

Start date of project: 01 January, 2018
months

Duration: 48

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This Consortium Agreement is made on 15.08. 2017, hereinafter referred to as “Effective Date”



BETWEEN

- (1) **Faculty of Biology, University of Belgrade** (UNIVERZITET U BEOGRADU BIOLOŠKI FAKULTET) a Serbian faculty having its registered office at Studentski trg 3, 11000 Belgrade, Serbia, and duly represented by Prof. Dr Željko Tomanović, dean, who entrusts the execution of present agreement to Prof. Dr Pavle Andjus from Center for laser microscopy, hereinafter referred to as "FBUB",

and

- (2) **YEDITEPE UNIVERSITY VAKIF**, a Turkish University having its registered office at Kayisdagi street Agustos Campus 26, 81120 Istanbul, Turkey and duly represented by Prof. Dr Canan Aykut Bingöl, Rector, who entrusts the execution of present agreement to Dr Gulderen Yanikkaya Demirel, Head of Immunology Department, hereinafter referred to as "YU",

and

- (3) **University of Eastern Finland** (ITA-SUOMEN YLIOPISTO) a Finish University having its registered office at Yliopistonranta 1 E, 70211 Kuopio, Finland and duly represented by Prof Hilikka Soininen, Dean of the Faculty, who entrusts the execution of present agreement to Dr Rashid Giniatuln from Department of Neurobiology, hereinafter referred to as "UEF",

and

- (4) **Argenit Akilli Bilgi Teknolojileri Sanayi ve Ticaret Limited Sirketi** , a Turkish SME having its registered office at Street ITU Teknokent ARI-1 Binası No:27, 34469 Sarıyer, Turkey, and duly represented by Abdulkemim Capar, CEO, who entrusts the execution of present agreement to Dr Bilal Ersen Kerman from MEDIPOL UNV-REMER, hereinafter referred to as "ARGENIT",

and

- (5) **ELVESYS SAS**, a French SME having its registered office at Avenue Victor Hugo 111, 75784 Paris Cedex 16, France, and duly represented by Dr Guilhem Velve Casquillas, CEO, who entrusts the execution of present agreement to Dr Fabien Bertholle, project manager, hereinafter referred to as "ELVESYS"

hereinafter called individually or collectively the "Party" or the "Parties".



CONTENTS

DEFINITION

ARTICLE 1 - SUBJECT

ARTICLE 2 - NATURE OF THE AGREEMENT

ARTICLE 3 - OBLIGATIONS OF THE PARTIES

ARTICLE 4 - COORDINATION

ARTICLE 5 - SUPERVISORY BOARD

ARTICLE 6 - DEFAULT

ARTICLE 7 - EXPENSES INCURRED BEFORE THE SIGNATURE AND DURING THE CONTRACT

ARTICLE 8 - TAXES AND PAYMENTS

ARTICLE 9 - LIABILITY

ARTICLE 10 - INSURANCES

ARTICLE 11 - ASSIGNMENTS OF RIGHTS

ARTICLE 12 - FORCE MAJEURE

ARTICLE 13 - INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

ARTICLE 14 - CONFIDENTIALITY

ARTICLE 15 - SECONDMENTS

ARTICLE 16 - PUBLICATION AND PRESS RELEASES

ARTICLE 17 - PUBLICITY

ARTICLE 18 - COMING INTO FORCE - TERMINATION

ARTICLE 19 - SEVARABILITY

ARTICLE 20 - LANGUAGE

ARTICLE 21 - AMENDMENTS

ARTICLE 22 - REMEDY AND WAIVER

ARTICLE 23 - DISCLAIMER

ARTICLE 24 - HEADINGS

ARTICLE 25 - GOVERNING LAWS – DISPUTES



ARTICLE 26 - NUMBER OF COPIES

WITNESSETH (Background) :

- WHEREAS, FBUB is specialized in cell culturing and video microscopy monitoring of calcium, patch-clamp electrophysiology, and confocal laser scanning microscopy, animal models of neurodegenerative diseases,
- WHEREAS, YU is specialized in patients antibody testing, standardization and method evaluation, designing the Good Laboratory Practice manual for the project,
- WHEREAS, UEF is experienced in fluorescence-probe imaging of ROS signalling and electrophysiology. Expertise in iPSC characterization and applications,
- WHEREAS, ARGENIT is specialized in research, development and design of microscopy analysis systems; patient-derived induced pluripotent stem cells differentiated to motor neurons, oligodendrocytes and astrocytes; stem cell derived cultures for modeling diseases and search for phenotypes.
- WHEREAS, ELVESYS is specialized in microfluidics, non-scientific soft skills (valorisation & entrepreneurship training) and project management and dissemination (website design),
- WHEREAS, the Parties have agreed to joint their efforts to achieve the goals pursued in this project.
- WHEREAS, FBUB will be the project coordinator;
- WHEREAS, the Parties have elaborated a project called "AUTOIGG", Automated Functional Screening of IgGs for Diagnostics of Neurodegenerative Diseases, (hereinafter referred to as "the Project") ;
- WHEREAS, the Parties having considerable experience in the field concerned have submitted the Project to the European Commission, under the call identifier H2020-MSCA-RISE-2017
- WHEREAS, the Project has entered negotiations with the European Commission under the label H2020 Project No. 778405;
- WHEREAS, the Parties have to be funded by the European Commission;
- WHEREAS, in order to define the terms under which the Parties shall collaborate to perform the Project, it has been agreed to sign this Consortium Agreement (thereinafter referred as "this Agreement").



NOW, THEREFORE,
in consideration of the premises and the undertakings of the Parties herein contained, it is agreed as follows :

ARTICLE 1 - SUBJECT

The purpose of this Agreement is to define the terms and conditions under which the Parties shall cooperate in order to perform the exchange of research staff working in the field of automated functional screening of IgGs for diagnostics of neurodegenerative diseases.

The principles of this Project are developed in the Annex 1 of the Grant Agreement- Description of Action.

ARTICLE 2 - NATURE OF THE AGREEMENT

This Agreement constitutes a contractual grouping relationship which shall exist only with respect of the Project. Accordingly, nothing in the Agreement shall constitute or be deemed to constitute either a partnership or any formal business organization or legal entity between the Parties. Each Party shall act as independent contractor and not as the agent of the other Party.

ARTICLE 3 - OBLIGATIONS OF THE PARTIES

Each Party is responsible for completion of their tasks as specified in Annex 1 of the Grant Agreement - Description of Action (hereinafter referred as the "Scope of Works"), and shall guarantee the quality of the works carried out and shall complete the works in accordance with the Description of Action and within the specified time.

ARTICLE 4 - COORDINATION

- 4.1. The Parties have decided to appoint for the period of time this Agreement remains into force a Coordinator in order to strengthen the efficiency of their cooperation. The Coordinator shall be FBUB ("the Coordinator") which has accepted this mission.
- 4.2. The other Parties agree to fully cooperate with the Coordinator in such a manner that the Coordinator will be in a position to fulfil properly its mission.
- 4.3. The Coordinator shall be kept constantly and regularly informed by the other Parties of any matter of common interest, of the state of progress in the completion of the Scope of Works attributed to such Parties within the framework of this Agreement, and of any problem which might affect the normal and proper performance of the Agreement. The Coordinator shall also be provided by the other Parties within the shortest time with all documents which it requests from time to time for the accomplishment of its mission.
- 4.4. The Coordinator shall:
 - a) convene the Supervisory Board (hereinafter referred as per Article 5 thereto) from time to time, prepare its meetings; take minutes of such meetings and execute the decisions taken by the Parties in the Supervisory Board;
 - b) take all necessary steps to permit a good coordination between the Parties and in this respect:



- prepare in consultation with the other Parties the over-all schedule on the basis of the individual schedules,
 - keep the over-all schedule constantly up to date and keep other Parties informed accordingly,
 - keep other Parties constantly informed of all matter of common interest in respect of the Project and contractual issues,
 - monitor compliance by the Parties with their obligations,
 - keep the address list of Members and other contact persons updated and available
 - collect, review to verify consistency and submit reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority,
 - transmit documents and information connected with the Project to any other Parties concerned,
 - administer the financial contribution of the Funding Authority and fulfil the financial tasks described in this agreement,
 - provide, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.
- c) in case of emergency, take all necessary steps to safeguard the rights and interests of the Parties, provided the Supervisory Board is then convened promptly to permit the Parties to take all appropriate measures;
- 4.5. 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.
- 4.6. 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.
- 4.7. If the Coordinator fails in its coordination tasks, the Supervisory Board may propose to the Funding Authority to change the Coordinator.
- 4.8. 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.
- 4.9. The Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Grant Agreement.
- 4.10. Work package (WP) leaders as defined in Annex 1 of the Grant Agreement shall be responsible for progress of each work package and related tasks. It is the responsibility of the WP leaders to coordinate the different participating institutions and activities within each work package and to ensure realization of all the deliverables. The WP leaders report to the Coordinator on a regular basis and will provide the necessary information on advancement of the Project.



ARTICLE 5 – SUPERVISORY BOARD

The Supervisory Board is the ultimate decision-making body of the consortium.

To permit a close and efficient cooperation, in accordance with the Scope of Works and for the best performance of the Agreement, the Parties have decided to set up a Supervisory Board which shall act as follows:

- 5.1. The Supervisory Board shall consist of one (1) authorized representatives of each Party. The Supervisory Board shall be convened from time to time, whenever necessary but at least once every year. It shall however meet at any time on request of any Party, via means of electronic communications. Each Supervisory Board member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in this Section of Consortium Agreement.

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 this agreement.

The meetings of the Supervisory Board shall be called two (2) weeks in advance and will be chaired by FBUB.

The meetings of the Supervisory Board shall be held in the place mutually agreed upon by the Parties. Members can take part in meetings via electronic devices (eg. video conference or Skype)

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

For any and all meetings, Coordinator shall be responsible for keeping minutes. These minutes will be signed by the Parties at the end of each meeting or during the month following the meeting.

- 5.3. The Supervisory Board shall examine and discuss, with a view of finding an appropriate solution in the best interest of the Project and of the Parties, all matters related to the performance and completion of the Agreement. The differences or disputes which may arise between the Parties on operational level shall also be referred to the Supervisory Board and the Parties shall use their best efforts to reach an amicable settlement.

- 5.4. Regarding the management of secondments Supervisory Board will collaborate closely with the Secondments Committee and Research and Innovation Council (as detailed in Grant Agreement - Description of Action).

- 5.5. 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
- Changes to the Consortium Plan
- Modifications to Background as underlined in WITHNESSETH to this Agreement



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

Veto rights

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 the Supervisory Board may exercise a veto with respect to the corresponding decision or relevant part of the decision.

When the decision is foreseen on the original agenda, a member of the Supervisory Board may veto such a decision during the meeting only.

In case of exercise of veto, the members of the Supervisory Board shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its members.

A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

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

ARTICLE 6 – DEFAULT AND ACCESS RIGHTS FOR PARTIES ENTERING OR LEAVING THE CONSORTIUM

- 6.1. In the event of a substantial breach by some of the Parties of its obligations under this Agreement which is not remedied within forty five (45) days following a written notice from the other Parties, (represented by one of the said other Parties) said other Parties shall be entitled to take over from the defaulting Party the remaining supplies and services to be provided by the defaulting Party or to transfer to a third party selected by the non defaulting Parties and approved by the Supervisory Board (excluding the vote of the defaulting Party on the matter).
- 6.2. The Scope of Works attributed to the defaulting Party in accordance with Annex 1 of the Grant Agreement- Description of Action shall be assigned to another party chosen by the other Parties.
- 6.3. A Party who has become insolvent or bankrupt shall be considered in any case as having defaulted.



- 6.4. In the event of default, the defaulting Party shall place at the disposal of the other Party or the third party to which the supplies and services of the defaulting Party have been assigned, all information, tools, materials and supplies of the defaulting Party for use in the performance of the Scope of Works provided however that said use shall be made only for the performance of the Agreement. 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.
- 6.5. As regards to Results generated by any Party before the accession of a new Party to the Project, said new Party will be granted Access Rights to such Results as of the accession date upon signing of the Accession Declaration by said new Party under the same terms and conditions as any other Party to this Consortium Agreement. The new Party is hereby deemed a third party in respect of any Confidential Information disclosed by a Party with respect to whom this Consortium Agreement has been terminated for any reasons other than any breach of such Party's obligations under this Consortium Agreement, at an effective date prior to the accession date of said new Party, unless otherwise provided in writing by the Party with respect to whom this Consortium Agreement has been terminated.
- 6.6. A Non-Defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to Results developed and Background Needed for the Exploitation until the date of the termination of its participation. It may request Access Rights up to one year following the date of the termination of its participation.

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.

ARTICLE 7 - EXPENSES INCURRED BEFORE THE SIGNATURE AND DURING THE CONTRACT

Each Party shall bear all costs and expenses it has incurred in respect of the Project. In the same way each Party shall bear all costs and expenses which will incur for the execution of the Scope of Works to be performed by each one according to Annex 1 of the Grant Agreement- Description of Action, as well as all the costs and expenses connected by any way directly or indirectly with the execution and performance of this Agreement and the Grant Agreement.

ARTICLE 8 – TAXES AND PAYMENTS

General Principles

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 8.2 and 8.3.

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.

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.

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 EC contribution might be re-distributed among the Parties upon approval of the Funding Authority.

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. Furthermore a leaving Party shall, within the limits specified in Section 9 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.

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.

Payments

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. Optional payments to a Party are exclusive task of the Party concerned. The Supervisory Board oversees these payments in case of possible breach (in reference to Article 5.5 - Evolution of the Consortium line 3, and Article 9 - Liability, both of this Agreement). Parties concerned shall enter into bilateral agreement when needed.

Funding of implementation of units included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority without undue delay 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.

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.

- 8.1. Each Party shall assume all taxes, duties and charges if any for the performance of the Scope of Works.
- 8.2. All payments shall be made to each Party without undue delay by the Coordinator and not later than 30 days after receipt of funds from European Commission and upon the receipt of the money transfer order for the corresponding Party in accordance with the accepted decisions of the Supervisory Board on the Consortium Budget, which includes the payment schedule, providing that the corresponding Party will submit the report on performed activities proving the completion of objectives and milestones set for the period preceding the payment.
- 8.3. In cases of underperformance in terms of implemented person-months on behalf of any Party, the Coordinator must inform the Supervisory Board. The Supervisory Board will alert the Secondment Committee to revise or reshuffle and expedite the secondments plan. The Supervisory Board is entitled to decide on changes in the allocation of the person-months and according total Funding amount paid to a Party in cases of underperformance.

ARTICLE 9 - LIABILITY

- 9.1. Each Party shall be responsible and liable to the other Parties for any consequence resulting from any delay, lack of performance, breach of the Agreement and/or default with respect to its Scope of Works. Each Party shall be responsible for repairing diligently any lack of performance, breach of the Agreement, and/or any default. However, it is understood by all parties that each party only be held to provide its best endeavors.

No warranties

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

Therefore,



- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

- 9.2. In case of delay, lack of performance, breach of this Agreement and/or default which cannot be attributed to one particular Party, the various responsibilities will be sought in order that the damages may be apportioned equitably among the Parties. Should the Parties fail to reach an amicable settlement, a provisional apportionment shall be made among the Parties in proportion to their respective Scope of Works in the Agreement until arbitrators decide upon definitive shares of each Party in accordance with the provision of Article 25 herebelow.
- 9.3. Each Party shall be responsible and liable to the other for the acts and for omissions of its employees and agents.

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 wilful act or by a breach.

A Party's aggregate liability towards the other Parties collectively shall be limited to the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a wilful act or gross negligence.

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

- 9.4. Should any claim arise from any third party as a consequence of the performance of this Agreement, the Party responsible for such claim shall bear the consequences resulting therefrom. Any Party receiving any third party claim relating to the Agreement shall promptly notify in writing the other Party. If it is deemed not possible to attribute the claim to one Party's work, the consequence of such claims shall be borne by the Parties in accordance with the provisions of Article 9.2. hereabove.

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.

ARTICLE 10 - INSURANCES

Each Party shall carry and maintain in force at all times during the term of this Agreement the insurances necessary to cover its liability within the performance of this Agreement.

ARTICLE 11 - ASSIGNMENTS OF RIGHTS

This Agreement cannot be assigned by either Party for any reason, without the prior written consent of the other Parties and any such purported assignment, transfer or attempt to assign or transfer any interest or right hereunder, shall be null, void and of no effect, without the prior consent of the other Parties, which consent shall not be unreasonably withheld.



Nevertheless, either Party may assign or novate this Agreement to its parent or an affiliate of such Party or its parent, provided the affiliate is more than fifty percent (50%) owned or controlled by such Party or its parent.

ARTICLE 12 – FORCE MAJEURE

- 12.1. No Party shall be liable for any failure to fulfil any of its obligations under this Agreement insofar as such failure is due to Force Majeure, for which purpose Force Majeure shall include events beyond the control of the Party claiming Force Majeure which cannot be foreseen, or if foreseeable, cannot be avoided, which would occur after the effective date of this Agreement and which prevent or hinder the carrying out of any of the obligations of the Party claiming Force Majeure, and without limitation shall include: war (whether declared or not), blockade, revolution, invasion, insurrection, riot, civil commotion, mob violence, sabotage, embargo, boycott, strikes, lock-out, or military or usurped power, act of the public enemy, natural disasters such as earth quake, fire, or flood.
- 12.2. The Party(ies) affected by Force Majeure (the "Affected Party") shall promptly notify ("Force Majeure Declaration") the unaffected Party(ies) and shall also promptly notify the unaffected Party(ies) on cessation of the disability resulting from Force Majeure.
- 12.3. If, as a result of Force Majeure, the performance by the Affected Party of any of its obligations under this Agreement is only partially affected, such Affected Party shall, subject to the provisions of Article 12.4 below nevertheless remain liable for the performance of those obligations not affected by Force Majeure.
- 12.4. In the case of any Affected Party making a Force Majeure declaration, then:
- 12.4.1. If the disability resulting from such Force Majeure lasts for three (3) months or less from the date of the Force Majeure Declaration all obligations outstanding shall be fulfilled by the Affected Party as soon as reasonably possible after cessation of the Force Majeure, save to the extent that such fulfillment is not required by the unaffected Party.
- 12.4.2. If the Force Majeure lasts for more than three (3) months from the date of the Force Majeure Declaration and has prevented the Affected Party from performing any of its obligations in whole or in part during that period, the unaffected Parties shall be entitled but not obliged to terminate this Agreement forthwith by giving written notice to that effect to the Affected Party after expiration of the said three (3) month period.

ARTICLE 13 - INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

All intellectual and industrial property owned by a Party prior to the signature of this Agreement (hereinafter referred to as "Background ") shall remain with the originating Party. Background shall in this Agreement mean any data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as intellectual property rights and intellectual and industrial property rights in technical data, whether patentable or not, and information owned by or within the disposition of a Party, which is: (i) held by Parties prior to their accession to the Project; (ii) needed for carrying out the Project or for exploiting the Results of the Project; and (iii) identified by the Parties in accordance with this Agreement prior to signature hereof as well as that acquired thereafter independently of the Project (also see WITNESSETH (Background) of this Agreement). In WITNESSETH the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.



Anything not identified in WITNESSETH shall not be the object of Access Right obligations regarding Background. Any Party can propose to the Supervisory Board to modify its Background in WITNESSETH of this Agreement.

The Parties must – on a royalty-free basis – give access to the recruited ER/ESR's to Background necessary for their research training activities under this Project.

Ownership of Results

Results are owned by the Party that generates them. When sending staff (seconded staff) to the premises of the other Party the sending Party shall remain the employer of the seconded staff and the owner of the Results.

The personnel of the Party shall agree on transfer of rights to Results with the Party concerned. Parties shall agree on transfer of rights with the personnel working for the Project.

Joint ownership

Joint ownership is governed by Grant Agreement Article 26.2 with the following additions:

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - (a) at least 45 calendar days advance notice; and
 - (b) Fair and Reasonable compensation.

General Principles to grant Access Rights

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.

Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise. Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis.

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

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.

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



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 WITNESSETH.

Access Rights for Exploitation

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

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

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.

Request for Access Rights may be made up to twelve months after the end of the Project after the termination of the requesting Party's participation in the Project.

- 13.1. Each originating Party shall, free of charge, grant to the other Parties (to the extent of their "need-to-know") solely for the purpose of this Agreement, the right to use such Background Rights as pertain to the work-packages in which the originating Party is engaged with the receiving Party, and to the extent needed by such receiving Party for interface purposes.
- 13.2. Each Party shall use reasonable endeavors to ensure the accuracy of any information or materials it supplies to any of the other Parties hereunder or under the Contract and promptly to correct any error therein of which it is notified. The recipient Party shall be entirely responsible for the use to which it puts such information and materials.
- 13.3. Each Party may transfer ownership of its own Results (including without limitation its share in Results that it owns jointly with another Party or Parties and all rights and obligations attached to such Results). The transferring Party shall ensure that the rights of the other Parties will not be affected by such transfer. The transferring Party must ensure that its obligations under the GA also apply to the new owner and that this owner has the obligation to pass them on in any subsequent transfer.

ARTICLE 14 - CONFIDENTIALITY

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

- 14.1. The Recipients hereby undertake in addition and without prejudice to any commitment of 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 to any third party 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 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. 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.

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

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 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 confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence 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; or
- 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.

- 14.2. 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.

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.

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.

- 14.3. Furthermore and except as expressly otherwise stated in this Agreement, the Parties agree that any information, data, drawings and specifications exchanged during the performance of this Agreement shall be used for the exclusive purpose of performing this Agreement.

ARTICLE 15 – SECONDMENTS



- 15.1. For the purpose of this Agreement, each Party will have to receive in its premises representatives of the other Parties.

The secondments timing is indicated in the Grant Agreement. This timing may be changed if justified, duly informed (see next paragraph) and approved by Project Officer.

The Party who plans to send representatives for secondments will notify the Coordinator, the Secondment committee, the work-package leader and the receiving Party at least thirty (30) days before the estimated date of visit, the list of its representatives duly appointed to participate, so that the receiving Party may proceed with the formalities necessary for delivery by its governmental authorities of the corresponding premises entrance permits.

- 15.2. All representatives of either Party hereto, while at the premises of another Party, shall comply with all rules and regulations established at such premises.

Obligations during Secondments

During any period of Secondment to a Party or Partner Organisation, the seconded person shall remain employed by the Party by which he/she was recruited.

The Party hosting the seconded person shall communicate to and instruct the seconded person in any applicable local procedures regarding, but not limited to, health and safety and proper scientific conduct to ensure that the seconded person enjoys at the place of Secondment at least the same standards and working conditions as those applicable to local persons holding a similar position.

ARTICLE 16 - PUBLICATION AND PRESS RELEASES

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions. Without prejudice to any obligation of confidentiality in respect of another Party information, publications shall accord with the following:

The involved Party shall be free to publish, present or otherwise disclose Results or other information and material resulting from the Project for any purpose. The involved Party shall furnish the Coordinator and all other Parties with a copy of any proposed publication or presentation at least twenty (20) days in advance of the submission of said proposed publication in order for Coordinator and other Parties to review and comment on said proposed publication. 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 60 calendar days from the time it raises such an objection. After that period the publication is permitted, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

A Party may object if the protection of the objecting Party's Results or Background would be adversely affected or the Party can show that its legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed. In such cases, the dissemination may not take place unless appropriate steps are taken to safeguard these legitimate interests.



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

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.

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.

The involved Party shall not use Coordinator's or other Parties name, logo or trademark without their prior written consent except that Institution may acknowledge Coordinator's and other Parties participation and contribution to the Project in scientific publications and in listings of sponsored research projects. Coordinator or other Parties shall not use the involved Party's name, mark or symbol, or the name of any trustee, officer, faculty member, student or employee thereof, without Institution's prior written consent.

ARTICLE 17 - PUBLICITY

No news, releases or publicity shall be made or circulated by either Party concerning this Agreement without the prior written approval of the other Parties.

ARTICLE 18 - COMING INTO FORCE - TERMINATION

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.

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

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
- is terminated, or
- if 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 of this Consortium Agreement.

Survival of rights and obligations

The provisions relating to Access Rights and Confidentiality, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

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

ARTICLE 19 - SEVARABILITY

- 19.1. If it at any time appears that any right or obligation provided by this Agreement is contrary to any law, treaty or regulation of a government to which either Party is subject, the Parties will use all reasonable efforts to agree upon modification of this Agreement as may be required to comply with that law, treaty or regulation and as may be equitable to all the Parties.
- 19.2. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

ARTICLE 20 - LANGUAGE

This Agreement is executed in English and all documentation produced hereunder (including technical specifications, designs, reports and the like), shall also be written in English. In the event of any conflict between translated versions, the English version shall in all cases prevail.

ARTICLE 21 - AMENDMENTS

This Agreement may be amended only by an instrument in writing signed by the authorized representatives of the Parties.

ARTICLE 22 - REMEDY AND WAIVER

No delay or omission by any of the Parties hereto in exercising any right, power, privilege or remedy (hereinafter referred to as "right") in respect of this Agreement shall impair such right or be construed as a waiver thereof nor shall any single or partial exercise of any right preclude any further exercise thereof or the exercise of any other right. The rights herein provided are not exclusive of any rights provided by law.

ARTICLE 23 - DISCLAIMER

No claims for compensation for loss of revenue, interest, losses, additional costs caused by mutual disturbances arising in the execution of the respective tasks or other indirect or consequential damages shall be allowed between the Parties.



ARTICLE 24 - HEADINGS

The headings used in this Agreement are for reference only and are not to be used in interpreting the provisions of this Agreement.

ARTICLE 25 - GOVERNING LAWS - DISPUTES

This Agreement shall be governed by and shall be interpreted in accordance with the laws of Belgium.

All disputes between the Parties in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof), which the Parties are unable to resolve between themselves shall be finally settled by arbitration. The arbitration shall be held in the Court of First Instance in accordance with the Law of Belgium by one arbitrator appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce, or on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the Parties concerning the interpretation, application or validity of this Agreement.

The arbitration proceedings shall be conducted in the English language. The award shall be final and binding on the Parties.

ARTICLE 26 - NUMBER OF COPIES

This Agreement is provided in six (6) copies, one (1) for each Party plus one copy to be delivered as an output of the Management Activities of the Scope of Works to the European Commission.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized signatories in separate signature pages the day and year first above written.



Authorized to sign on behalf of **Faculty of Biology, University of Belgrade**

Signature

Name
Prof. Dr Željko Tomanović

Title
Dean of the Faculty

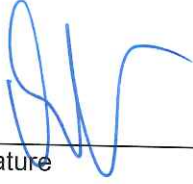
Signature

Name
Prof. Dr Pavle Andjus

Title
Project Coordinator

AUTOIGG

Authorized to sign on behalf of YEDITEPE UNIVERSITY VAKIF



Signature

Name
Prof. Dr. Canan Aykut Bingöl

Title
Rector





Authorized to sign on behalf of **University of Eastern Finland**
9.11.2017

A handwritten signature in blue ink, appearing to read 'Hilikka Soininen', written over a horizontal line.

Signature

Name
Prof Hilikka Soininen

Title
Dean of the Faculty



Authorized to sign on behalf of **Argenit Akilli Bilgi Teknolojileri Sanayi ve Ticaret Limited Sirketi**

Asi

Signature

Name
Dr. Abdulkerim Capar

Title
CEO

B. Er

Signature

Name
Dr. Bilal Ersen Kerman

Title
Advisor



Signature

Name
Dr Guilhem Velve Casquillas

Title
CEO

Signature

Name
Dr Walter Minnella

Title
Project manager