

CONSORTIUM AGREEMENT RELATING TO THE ACTION ENTITLED:

Neurovascular damage determines disease pathophysiology in pediatric mild traumatic brain injury: source of new biomarkers

- Neu-Vasc -

COORDINATOR

université
de BORDEAUX

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BETWEEN:

The UNIVERSITY OF BORDEAUX (UBx), a public scientific, cultural or professional establishment, registered with Insee under SIRET No. 130 018 351 00028 and APE code 8542Z, the head office of which is located at 35 place Pey-Berland – 33000 Bordeaux – France, represented by its President, Mr Manuel TUNON DE LARA, duly authorised for the purposes thereof,

The UBx and the CNRS act for the implementation of the activities of the joint research unit "Aquitaine Institute for Cognitive and Integrative Neuroscience" (INCIA – UMR 5287), headed by Mr Jean-René CAZALET.

On the first hand,

AND

Le CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS), a public scientific and technical research establishment, registered with Insee under No. 180 089 013 03720 and APE code 7219Z, the head office of which is located 3 rue Michel-Ange – 75794 Paris CEDEX 16 – France, represented by its Chairman, Mr Antoine PETIT, who delegated his power of signature to Mr Jérôme VITRE, Regional Delegate for Occitanie Est, acting for all joint research units involved in this consortium agreement (decision n° DEC180338DAJ of January 25th, 2018),

L'UNIVERSITE DE MONTPELLIER (UM), a public scientific, cultural and professional establishment, registered with Insee under SIRET No. 180 089 013 00 395 and APE code 8542Z, the head office of which is located at 163 rue Auguste Broussonnet - 34090 Montpellier - France, represented by its President, Mr Philippe AUGÉ, duly authorised for the purposes thereof,

L'INSTITUT NATIONAL DE LA SANTÉ ET DE LA RECHERCHE MÉDICALE (Inserm), a public scientific and technical establishment, registered with Insee under SIRET No. 180 036 048 00015 and APE code 7219Z, the head office of which is located at 101 rue de Tolbiac – 75013 Paris - France, represented by its Chairman, Mr Gilles BLOCH, duly authorised for the purposes thereof,

The CNRS, the UM and the Inserm act for the implementation of the activities of the joint research unit "Institut de Génomique Fonctionnelle" (IGF, UMR5203), headed by Mr Philippe MARIN,

The CNRS received mandate of the UM and the Inserm for the purposes to negotiate and sign the Consortium Agreement on their behalf.

On the second part,

AND

The INSTITUTE OF NEUROIMMUNOLOGY - SLOVAK ACADEMY OF SCIENCES (INI-SAS), a public research institution, the head office of which is located Dúbravská cesta 9 - 84510 Bratislava - Slovakia, represented by its Director, Mr Norbert ŽILKA, duly authorised for the purposes thereof,

On the third part,

The GOVERNORS OF THE UNIVERSITY OF CALGARY (UCalgary), a public research university, the head office of which is located 2500 University Drive NW - Calgary Alberta T2N 1N4 – Canada, represented by its Association Vice-President Research, Dr. Robert Ian THOMPSON, duly authorised for the purposes thereof,

On the fourth part,

AND

The KLINIKUM DER UNIVERSITÄT MÜNCHEN (LMU KLINIKUM), a “Anstalt des öffentlichen Rechts” public institution, the head office of which is located Marchioninistraße 15 D-81377 München - Germany, represented by its Medical Director and its Commercial Director, duly authorised for the purposes thereof, who delegated their power of signature to a legal counsel, Mrs Pia SCHUHBAUER,

The executing department within LMU KLINIKUM is Klinik und Poliklinik für Kinder- und Jugendpsychiatrie, Psychosomatik und Psychotherapie, whose responsible scientist is Prof. Dr Inga KÖRTE.

On the fifth part,

The UBx, the CNRS, the UM, the Inserm, INI-SAS, UCalgary and LMU KLINIKUM are hereinafter referred to jointly as the “Parties” or individually as a “Party”.

WHEREAS:

The Parties, having complementary experience and competence in cognitive and integrative neurosciences, have submitted a proposal in response to the call “2019 ERA-NET NEURON”.

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific agreements signed with their respective national funding authority.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

In this Consortium Agreement, the following terms with initial capitals shall have the following meanings, whether used in the plural or the singular:

“Background”

Background means information which is held by the Parties prior to their accession to the Project or generated outside of the Project, Needed for carrying out the Project or for using Results. It includes - but is not limited to - know-how, ideas, patents, inventions, methods, solutions, devices, substances and Software, technical reports and documents in which the information is described, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to the Project.

“Confidential Information”

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

"Consortium Body"

Consortium Body means any of the project governance bodies as defined in section 6 of this Consortium Agreement.

"Consortium Plan"

Consortium Plan means the description of the action and the related agreed budget as first defined in the Project proposal and which may be updated by the General Assembly if necessary.

"Data Protection Laws"

Data Protection Laws means all applicable and binding laws on the Parties in respect of data protection, privacy and personal data or similar terms in other jurisdictions, as well as any applicable laws in each case replacing, amending, extending, re-enacting or consolidating any of the foregoing from time to time.

"Defaulting Party"

Defaulting Party means a Party which the General Assembly has identified to be in breach of this Consortium Agreement.

"Disclosing Party"

Disclosing Party means a Party who discloses a Confidential Information and/or Personal Data to a Receiving Party.

"Effective Date"

Effective Date means the Start Date of the Project as settled by the Funding authority of the Coordinator: December 1st, 2019.

"Funding Authority"

Funding Authority means the funding body of each Party as listed in the Project proposal.

"General Assembly Member"

General Assembly Member means a Member of the General Assembly as defined in section 6.3.1.1 of this Consortium Agreement.

"Member"

Member means a member of a Consortium Body as defined in section 6 of this Consortium Agreement.

"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 impossible, significantly delayed, or require significant additional financial or human resources.
- for the 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.

"Personal Data"

Personal Data means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Project"

Project means the action entitled "Neurovascular damage determines disease pathophysiology in pediatric mild traumatic brain injury: source of new biomarkers" (Neu-Vasc).

"Recipient"

Recipient means a Party who receives a Confidential Information and/or Personal Data from a Disclosing Party.

"Results"

Results mean any foreground which is generated under the Project, as well as any intellectual property rights therein. It includes know-how, information, inventions, methods, solutions, devices, substances and software, technical reports and documents in which the information is described, whether or not they can be protected.

"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.

"Specific Agreement"

Specific Agreement means an agreement signed between a Funding Authority and a Party.

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 as well as dispute resolution.

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 in section 1 of this Consortium Agreement.

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 Specific Agreements 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 Specific Agreement:

- is not signed by the Funding Authority or a Party; or
- is terminated; or
- if a Party's participation in the Specific 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 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.

Section 4: Responsibilities of the Parties

4.1 General principles

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

Each Party undertakes to notify promptly, 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.

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 Specific Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within thirty (30) calendar days.

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

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project. The said Party 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 Specific Agreement. It 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 Specific Agreement.

4.4 Ethical and Regulatory approval

A Party, where applicable, shall be responsible for securing all necessary ethical and regulatory approvals from the relevant committee(s) before undertaking any part of the Project requiring such approval.

4.5 Data protection

The Receiving Party shall, in relation to Personal Data:

- ensure that it has, in relation to all Personal Data obtained and/or collected by it, fully complied with all requirements of the Data Protection Laws;
- process Personal Data only in accordance with the written instructions given by Disclosing Party and to such extent necessary and appropriate for the completion of the Project;
- not transfer or allow the Personal Data to be transferred outside of the European Union, unless expressly instructed or authorised by the Disclosing Party; and
- provide all necessary co-operation and assistance to allow access and/or correction of Personal Data in accordance with the Data Protection Laws.

The Receiving Party shall take all reasonable measures to ensure:

- that any Personal Data belonging to the Disclosing Party or its Affiliated Entities which is held by the Receiving Party is protected against loss, unauthorised access, use, modification, disclosure or other misuse and that only authorised personnel have access to that Personal Data;
- that - to the extent the Personal Data is no longer required by the Receiving Party for legal or business purposes - such Personal Data is destroyed or re-delivered to the Disclosing Party;
- that the Disclosing Party is immediately alerted in writing (with full particulars) of any unauthorised access, disclosure or other breach and the Receiving Party undertakes, as soon as reasonably practicable, all steps to prevent further unauthorised access, disclosure or other breach of this clause.

As far as it is required by law, the Parties will make any necessary contractual agreements on Personal Data protection.

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.

Therefore:

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

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as - but not limited to - loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act.

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 the Project proposal, provided such damage was not caused by a wilful act.

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:

- the General Assembly as the supervisory body for the execution of the Project and ultimate decision-making body of the consortium;
- the Coordinator as the legal entity identified in the Project proposal submitted under the ERA-NET NEURON 2019 call. In addition to its responsibilities as a Party, the Coordinator performs the tasks assigned to it as described in the proposal and in this Consortium Agreement.

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:

- should be represented at any meeting of such Consortium Body;
- 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 the General Assembly shall convene meetings of that Consortium Body.

General Assembly	At least once a year
Extraordinary meeting	At any time upon written request of the Coordinator or one third (1/3) of the Members of the General Assembly

6.2.2.2 Notice of a meeting

The chairperson of the General Assembly 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.

General Assembly	Forty-five (45) calendar days
Extraordinary meeting	Fifteen (15) calendar days

6.2.2.3 Sending the agenda

The chairperson of the General Assembly 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.

General Assembly	Twenty-one (21) calendar days
Extraordinary meeting	Ten (10) calendar days

6.2.2.4 Adding agenda items

Any agenda item requiring a decision by the Members of the General Assembly must be identified as such on the agenda.

Any Member of the General Assembly may add an item to the original agenda by written notification to all of the other Members of the General Assembly up to the minimum number of days preceding the meeting as indicated below.

General Assembly	Fourteen (14) calendar days
Extraordinary meeting	Seven (7) calendar days

6.2.2.5 During a meeting, the Members of the General Assembly present or represented can unanimously agree to add a new item to the original agenda.

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

6.2.2.7 Meetings of the General Assembly may also be held by teleconference or other telecommunication means.

6.2.2.8 Decisions will only be binding once the relevant part of the minutes has been accepted according to section 6.2.5 of this Consortium Agreement.

6.2.3 Voting rules and quorum

6.2.3.1 The General Assembly shall not deliberate and decide validly unless three-quarter (3/4) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the General Assembly shall convene another ordinary meeting within fifteen (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 the General Assembly present or represented in the meeting shall have one vote.

6.2.3.3 Defaulting Parties may not vote.

6.2.3.4 Decisions shall be taken by a majority 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 the General Assembly 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 fifteen (15) calendar days after the draft minutes of the meeting are sent.

6.2.4.4 In case of the exercise of a veto, the Members of the General Assembly shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

6.2.4.5 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.

6.2.4.6 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 the General Assembly shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft minutes to all Members within ten (10) calendar days of the meeting.

6.2.5.2 The minutes shall be considered as accepted if, within fifteen (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 General Assembly and to the Coordinator, who shall safeguard them.
If requested the Coordinator shall provide authenticated duplicates to the Parties.

6.3 Specific operational procedures for the General Assembly:

6.3.1 In addition to the rules described in section 6.2 of this Consortium Agreement, the following rules apply.

6.3.1.1 Members

6.3.1.1.1 The General Assembly shall consist of one (1) representative of each Party (more precisely, one (1) representative for each French joint research unit).

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

The Parties' Representatives who are not normally authorised to address some or all of these matters listed without receiving advice from their institution shall ensure they consult with their institution's legal office prior to participating in any vote, upon receiving the meeting agenda and have to prove the authorisation to vote if in doubt. If required, legal representation could participate via teleconference or in person

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

6.3.1.1.4 The Parties agree to abide by all decisions of the General Assembly. For the avoidance of doubt, the Parties do not intend to set up a separate company and are free to make their own decisions regarding non-Project related issues.

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 of this Consortium Agreement.

6.3.1.2 Decisions

The General Assembly shall be free to act on its own initiative, to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Coordinator shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and propositions for intellectual property rights:

- proposals for changes to the Project submitted under the 2019 ERA-NET NEURON call (to be agreed by the secretariat of the programme and the Funding Authorities);
- changes to the Consortium Plan;
- modifications to attachment 1 of this Consortium Agreement;
- additions to attachment 3 of this Consortium 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;
- declaration of a Party to be a Defaulting Party;
- non-legal 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 Authorities for a change of the Coordinator;
- proposal to the Funding Authorities for suspension of all or part of the Project;
- proposal to the Funding Authorities for termination of the Project and the Consortium Agreement.

6.4 Coordinator

6.4.1 Role

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

The Coordinator shall be the intermediary between the Parties and the Joint call secretariat (if any). He shall perform all tasks assigned to it as described in this Consortium Agreement.

6.4.2 Tasks

The Coordinator shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to section 6.3.1.2 of this Consortium Agreement.

It shall seek a consensus among the Parties.

6.4.2.1 The Coordinator shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.4.2.2 The Coordinator shall monitor the effective and efficient implementation of the Project.

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

6.4.2.4. In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations;
- keeping the address list of Members and other contact persons updated and available;
- collecting, reviewing to verify consistency and submitting reports, other deliverables and specific requested documents to the Funding Authorities or joint secretariat of the programme (if any);
- transmitting documents and information connected with the Project to any other Parties concerned;
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

6.4.3 If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Funding Authorities 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 this Consortium Agreement

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

6.5 For the avoidance of doubt no provision of this Consortium Agreement shall empower any Consortium Body to modify or amend this Consortium Agreement without the written consent of the authorised representative of the Party concerned.

Section 7: Financial provisions

As regards of the administrative and funding arrangements related to the Project, this part will be regulated by the Specific Agreements signed between each Party and the relevant Funding Authority.

Section 8: Results

8.0 Ownership of Background and Results

The Parties shall retain exclusive title to their Background.

Results are owned by the Party that generates them.

8.1 Joint ownership

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

In absence of such an agreement, 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).

No 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) without asking for the consent of the other joint owners (with at least a forty-five (45) calendar days advance notice) or as agreed by separate written agreement. In case of exploitation by a joint owner, a fair and reasonable compensation must be paid to the others.

8.2 Transfer of Results

8.2.1. This Consortium Agreement does not affect a Party's ownership over its Results. Each Party may transfer such Results according to the following rules:

- 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 those listed third parties if any;
- 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 of this Consortium Agreement after its signature requires a decision of the General Assembly.

8.2.2 The Parties recognise that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full fifty-five (45) calendar days prior notice for the transfer.

8.2.3 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 own Results

8.3.1.1 During the Project and for a period of one (1) year after the end of the Project, the dissemination of own Results by one or several Parties - including but not restricted to publications and presentations - shall be governed by the following.

Prior notice of any planned publication shall be given to the other Parties at least forty-five (45) calendar days before the publication. Any objection to the planned publication shall be made in writing to the Coordinator and to the Party or Parties proposing the dissemination within thirty (30) calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2 An objection is justified if:

- the protection of the objecting Party's Results or Background would be adversely affected;
- the objecting Party's legitimate academic or commercial interests in relation to the Results or Background would be significantly harmed.

The objection has to include a precise request for necessary modifications and a request to postpone the publication in case the information might be protected by industrial property rights.

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). 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 no more than sixty (60) calendar days from the time it raises such an objection. After sixty (60) 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.

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.

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 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 General Assembly to modify its Background in Attachment 1.

9.2 General Principles

9.2.1 Each Party shall implement its tasks in accordance with the Consortium Plan.

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

9.2.3 Access Rights shall be free of any administrative transfer costs.

9.2.4 Access Rights are granted on a non-exclusive basis.

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

9.2.6 All requests for Access Rights shall be made in writing.

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

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

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

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

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

9.4.3 A request for Access Rights may be made up to twelve (12) months after the end of the Project or, in the case of Section 9.6.2.1.2, after the termination of the requesting Party's participation in the Project.

9.5 Additional Access Rights

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

9.6 Access Rights for Parties entering or leaving the consortium

9.6.1 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.

9.6.2 Parties leaving the consortium

9.6.2.1 Access Rights granted to a leaving Party

9.6.2.1.1 Defaulting Party

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

9.6.2.1.2 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 of this Consortium Agreement.

9.6.2.2 Access Rights to be granted by any leaving Party

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

9.6 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 In addition and without prejudice to any commitment of non-disclosure, the Recipients hereby undertake, for a period of four (4) years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information 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.

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

10.3 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 Specific Agreements;
- 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, subject to the provision of section 10.6 hereunder.

10.4 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.

10.5 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.

10.6 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: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- attachment 1 (Background included);
- attachment 2 (Accession document);
- attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2 of this Consortium Agreement).

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a

case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

11.2 No representation, partnership or agency

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

11.3 Notices and other communication

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

Formal notices:

If it is required in this Consortium Agreement 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 effected 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 concerned.

11.4 Assignment and amendments

Except as set out in Section 8.2, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

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

11.5 Mandatory national law

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

11.6 Language

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

11.7 Settlement of disputes

The Parties shall endeavour to settle amicably any dispute, controversy or claim arising under, out of or relating to this Consortium Agreement and any subsequent amendments of this Consortium Agreement, including - without limitation - its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

Where the Parties are unable to resolve a dispute by means of negotiations within sixty (60) calendar days after the dispute, controversy or claim arising under, out of or relating to this

Consortium Agreement is first raised, the dispute shall be brought before the competent court of the defendant place of residence.

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

AS WITNESS:

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

THE CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE

Jérôme VITRE
Regional Delegate for Occitanie Est

Pour le Président-directeur général
Le Délégué Régional


Jérôme VITRE

Date

20 DEC. 2021

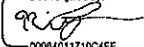


Consortium agreement - Neu-Vasc – UBx/CNRS/UM/Inserm/INI-SAS/UCalgary/LMU KLINIKUM
Ref. UBx: UB20-142
Ref. CNRS : 244926

AS WITNESS:

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

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

DocuSigned by:

00064011710C4FE.

Dr. Robert Ian THOMPSON
Associate Vice-President Research

Date 12 January 2022

AS WITNESS:

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

KLINIKUM DER UNIVERSITÄT MÜNCHEN

25.01.2022



Pia Schuhbauer

Pia SCHUHBAUER

Legal Counsel

Commercial Department

Syndikusanwältin / legal counsel

Leitung Stabsstelle Recht / head of legal

Kaufm. Direktion / commercial direction

Klinikum der Universität München • AöR •



Prof. Inga KOERTE

Responsible Scientist

Klinik und Poliklinik für Kinder- und Jugendpsychiatrie, Psychosomatik und Psychotherapie



Prof. Gerd SCHULTE-KOERNE

Director Klinik und Poliklinik für Kinder- und Jugendpsychiatrie, Psychosomatik und Psychotherapie

Date

Attachment 1: Background included

PARTY 1 – The UBx

As to the UBx, it is agreed between the Parties that, to the best of their knowledge, no Background of the UBx shall be Needed by another Party for implementation of the Project or exploitation of that other Party's Results.

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

PARTY 2 – The CNRS

As to the CNRS, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder.

Describe Background	Specific limitations and/or conditions for implementation	Specific limitations and/or conditions for exploitation
<p>The Institute of Functional Genomics (IGF) is a multidisciplinary research centre which is developing a project focused on the functional genomics of physiological and pathological cellular communications in the fields of neurobiology, endocrinology, oncology and cardiology. The IGF is based on a multi-scale strategy from 'molecule to systems' and combines structural, biochemical, genetic, epigenetic, omics, physiological and behavioural studies. A major effort is devoted to the development of single-cell studies through multiple dimensions and multi-omic approaches, that are necessary to address the complexity of life. The mission of IGF is increasingly based on translational research, promoted by the recruitment of teams of clinicians from different fields (neurovascular, diabetology, neuro-oncology and psychiatry). The objective is to identify new mechanisms and concepts in the field of cellular communications, in order to develop new therapeutic strategies and diagnostic tools.</p>		

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

PARTY 2 – INI-SAS

As to INI-SAS, it is agreed between the Parties that, to the best of their knowledge, no Background of INI-SAS shall be Needed by another Party for implementation of the Project or exploitation of that other Party's Results.

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

PARTY 3 – UCalgary

As to the UCalgary, it is agreed between the Parties that, to the best of their knowledge, no Background of UCalgary shall be Needed by another Party for implementation of the Project or exploitation of that other Party's Results.

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

PARTY 4 - LMU KLINIKUM

As to the LMU KLINIKUM, it is agreed between the Parties that, to the best of their knowledge, no Background of the LMU KLINIKUM shall be Needed by another Party for implementation of the Project or exploitation of that other Party's Results.

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

Attachment 2: Accession document

Accession of a new Party to Neu-Vasc Consortium Agreement

[OFFICIAL NAME OF THE NEW PARTY]

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

The UNIVERSITY OF BORDEAUX

hereby certifies that the consortium has accepted in the meeting held on [DATE] the accession of [OFFICIAL NAME OF THE NEW PARTY] to the consortium starting [DATE].

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

[DATE AND PLACE]

[OFFICIAL NAME OF THE NEW PARTY]

[IDENTITY OF THE LEGAL REPRESENTATIVE OF THE NEW PARTY]
[POSITION OF THE LEGAL REPRESENTATIVE OF THE NEW PARTY]

[DATE AND PLACE]

UNIVERSITE DE BORDEAUX

Mr Manuel TUNON DE LARA
President

Attachment 3: List of third parties for simplified transfer according to section 8.2.1 of this Consortium Agreement

For the UBx

N/A

For the CNRS
CNRS Innovation
SATT AxLR

For INI-SAS

N/A

For UCalgary

N/A

For LMU KLINIKUM
N/A