

Consortium Agreement

EURO-KEP

“EUROPEAN KIDNEY PAIRED EXCHANGE PROGRAMME”

Final version – [17feb25]

Based on DESCAs – Model Consortium Agreement for Horizon Europe

AP Version 1

Table of Contents

1 **Definitions** 6

2 **Purpose** 7

3 **Entry into force, duration and termination** 7

4 **Responsibilities of Parties**..... 8

5 **Liability towards each other** 10

6 **Governance structure** 11

7 **Financial provisions**..... 17

8 **Results**..... 20

9 **Access Rights** 23

10 **Non-disclosure of information** 28

11 **Miscellaneous** 30

12 **Signatures** 31

Attachment 1: Background included..... 50

Attachment 2: Accession document 68

Attachment 3: List of third parties for simplified transfer according to Section 8.3.2. 69

Attachment 4: Identified entities under the same control according to Section 9.5 70

Attachment 5: NDA for External Expert Advisory Board agreed under Section 6 71

Change records

Version	Date	Changes
Version 1	14.11.24	First draft of the Consortium Agreement
Version 2	27.01.2025	Second draft of the Consortium Agreement, taking into account changes requested by the Parties
Version 3 (Final)	17.02.2025	Third draft of the Consortium Agreement, taking into account changes requested by the Parties

Remarks

This Consortium Agreement is created for EURO - KEP and will be a complement to the Grant Agreement of the Action entitled EUROPEAN KIDNEY PAIRED EXCHANGE PROGRAMME (EURO-KEP).

The Horizon Europe DESCA (Development of a Simplified Consortium Agreement) model was used to draft the document and it was adapted to address the features of EURO-KEP as DESCA models are created for projects which will be governed by a Horizon Europe Model Grant Agreement (MGA), i.e. notably "Research and Innovation Actions" and "Innovation Actions".

For the sake of clarity and to comply with article 9 of the Grant Agreement, which states that the Beneficiaries must ensure that their relevant contractual obligations also apply to the Associated Partners, the latter shall also sign this Consortium Agreement.

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) 2021/522 of the European Parliament and of the Council of 24 March 2021 establishing a Programme for the Union's action in the field of health ('EU4Health Programme') for the period 2021-2027, and repealing Regulation (EU) No 282/2014, laying down its rules for participation and dissemination (hereinafter referred to as "EU4Health Regulation"), and on the European Commission's General Model Grant Agreement for the EU4Health Programme and its Annexes, and is made on 1 September 2024, hereinafter referred to as the Effective Date

BETWEEN:

ORGANIZACION NACIONAL DE TRASPLANTES, ONT, with legal address CALLE SINESIO DELGADO 8, 28029, MADRID Spain, the Coordinator

FORENINGEN SCANDIATRANSPLANT, SCTP, with legal address PALLE JUUL-JENSENS BOULEVARD 99, 8200, AARHUS N Denmark,

AGENCE DE LA BIOMEDECINE, ABM, with legal address AVENUE DU STADE DE FRANCE 1, 93212, SAINT DENIS LA PLAINE CEDEX France,

INSTITUTO SUPERIOR DE ENGENHARIA DO PORTO, ISEP, with legal address RUA DR ANTONIO BERNARDINO DE ALMEIDA 431, 4249-015, PORTO Portugal,

ISTITUTO SUPERIORE DI SANITA, ISS-CNT, with legal address Viale Regina Elena 299, 00161, ROMA Italy,

EUROPEAN SOCIETY FOR ORGAN TRANSPLANTATION, ESOT, with legal address WESTERDOKSDIJK 423, 1013 BX, AMSTERDAM Netherlands,

HELLENIC TRANSPLANT ORGANIZATION, EOM, with legal address ANASTASIOU TSOHA 5 STREET, 115 21, ATHINA Greece,

ORSZAGOS VERELLATO SZOLGALAT - OVSZ, HNBTS / OVSz, with legal address KAROLINA UT 19-21, 1113, BUDAPEST Hungary,

HUN-REN KOZGAZDASAG- ES REGIONALIS TUDOMANYI KUTATOKOZPONT, KRTK, with legal address TOTH KALMAN UTCA 4, 1097, BUDAPEST Hungary,

NEDERLANDSE TRANSPLANTATIE STICHTING, DTF/NTS, with legal address HAAGSE SCHOUWWEWEG 6A, 2332 KG , LEIDEN Netherlands,

INSTITUTO PORTUGUES DO SANGUE E DA TRANSPLANTAÇÃO IP, IPST IP, with legal address AVENIDA MIGUEL BOMBARDA 6, 1000 208, LISBOA Portugal,

ERASMUS UNIVERSITAIR MEDISCH CENTRUM ROTTERDAM, acting exclusively for and on behalf its Department of Internal Medicine, ERASMUS MC, with legal address DR MOLEWATERPLEIN 40, 3015 GD, ROTTERDAM, the Netherlands,

ACADEMISCH ZIEKENHUIS LEIDEN, LUMC, with legal address ALBINUSDREEF 2, 2333 ZA, LEIDEN Netherlands

hereinafter, jointly or individually, referred to as "Beneficiaries" or "Beneficiary"

UNIVERSITY OF GLASGOW, UG, with legal details THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW, incorporated under the Universities (Scotland) Act 1889 and having its principal office at University Avenue, Glasgow G12 8QQ, a registered Scottish charity in terms of Section 13 (2) of the Charities and Trustee Investment (Scotland) Act 2005 (Charity Number SC004401, Charity Name 'University of Glasgow Court'),

NHS BLOOD AND TRANSPLANT, NHSBT, with legal address 500 NORTH BRISTOL PARK, FILTON, BRISTOL BS34 7QH United Kingdom,

UNIVERSIDAD ADOLFO IBANEZ, UAI, with legal address AVDA DIAGONAL LAS TORRES 2640 PENALOEN, SANTIAGO Chile,

INESC TEC - INSTITUTO DE ENGENHARIA DE SISTEMAS E COMPUTADORES, TECNOLOGIA E CIÊNCIA, INESC TEC, with legal address RUA DR ROBERTO FRIAS CAMPUS DA FEUP, 4200 465, PORTO Portugal,

OBUDAI EGYETEM, OE, with legal address BECSI UT 96 B, 1034, BUDAPEST Hungary,

hereinafter, jointly or individually, referred to as “Associated Partners” or “Associated Partner”

hereinafter Beneficiaries and Associated Partner(s), jointly or individually, referred to as “Parties” or “Party”

relating to the Action entitled

EUROPEAN KIDNEY PAIRED EXCHANGE PROGRAMME

in short

EURO - KEP

hereinafter referred to as “Project”

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority as part of EU4Health Programme (2021-2027).

Their Project proposal was selected for funding and the Parties entered into the Grant Agreement preparation phase with the Granting Authority.

At the end of the Grant Agreement preparation phase, the Coordinator was requested to sign the ensuing Grant Agreement on behalf of the other Beneficiaries, which afterwards acceded to this Grant Agreement by signing an accession form.

Several Parties, being Associated Partners and not Beneficiaries, did not sign the Grant Agreement. Therefore, for the proper implementation of the Project, the Parties, including their Affiliated Entities, wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Beneficiaries of the Project and the Granting Authority (hereinafter “Grant Agreement”).

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the EU4Health Regulation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

“Background”

Background means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is: (a) held by the Parties before they acceded to this Consortium Agreement, or is generated by a Party before or outside the Project and (b) Needed to implement the Project or Exploit the Results.

“Consortium Agreement”

Consortium Agreement means this document and its attachments, including any amendments thereto as well as any other document incorporated therein by reference, which are integral parts of this Consortium Agreement.

“Consortium Body”

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

“Consortium Plan”

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

“Fair and Reasonable conditions”

Fair and Reasonable conditions means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the Results or Background to which access is requested.

“Granting Authority”

Granting Authority means the body awarding the grant for the Project.

“Defaulting Party”

Defaulting Party means a Party which the General Assembly has declared to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.3 of this Consortium Agreement.

“Needed”

Needed means:

For the implementation of the Project:

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

For Exploitation of own Results:

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

“Software”

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

2 Purpose

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

3 Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement. This includes amendments regarding any no-cost extension of EURO-KEP approved by the Granting Authority as well.

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

If

- the Grant Agreement is not signed by the Granting Authority or a Beneficiary, or

- the Grant Agreement is terminated, or
- a Beneficiary's participation in the Grant Agreement is terminated,

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

If an Associated Partner's participation in the Project is terminated, its participation in this Consortium Agreement may be terminated subject to the provisions surviving the expiration or termination under this Consortium Agreement (Section 4.2 and Section 3.3).

3.3 Survival of rights and obligations

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

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

4 Responsibilities of Parties

4.1 General principles

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

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

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

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

4.2 Specific responsibilities for Associated Partner(s)

For the avoidance of doubt, the Associated Partner(s) do(es) not sign the Grant Agreement and do(es) not receive funding from the Granting Authority and therefore do(es) not have a right to charge costs or claim contributions from the Granting Authority. Associated Partner(s) must ensure its/their own funding for the implementation of the Project. However, certain terms and conditions of the Grant Agreement and its Annexes are applicable to the Associated Partner(s). The Coordinator will share a copy of the signed Grant Agreement and information on any amendments with the Associated Partner(s).

The Associated Partner(s) hereby commit(s) to implement the Project tasks attributed to it/them in Annex 1 of the Grant Agreement.

In addition, the Associated Partner(s) hereby commit(s) especially to the following articles of the Grant Agreement and related regulations of Annex 5:

- Proper implementation of the action (Article 11)
- Conflicts of interest (Article 12)
- Confidentiality and security (Article 13)
- Ethics and values (Article 14)
- Intellectual Property (Article 16)
- Visibility (Article 17.2)
- Specific rules for carrying out the action (Article 18)
- General Information obligations (Article 19)
- Record-keeping (Article 20)

The Associated Partner(s) support(s) the Beneficiaries regarding their exploitation, dissemination and Open Science obligations and commit(s) to contribute to the technical and continuous reporting during and after the implementation of the Project.

Furthermore, the Associated Partner(s) hereby explicitly agree to cooperate with and grant access to bodies according to Article 25 of the Grant Agreement (the Granting Authority, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO), the European Court of Auditors (ECA)), so that these bodies can carry out checks, reviews, audits and investigations also towards the Associated Partner(s).

Any Associated Partner from a non EU-country undertakes to comply additionally with any other obligation arising from Art. 10.1 of the Grant Agreement.

In case of termination or being declared a Defaulting Party, an Associated Partner shall, within the limits specified in section 5.2 of this Consortium Agreement, bear any reasonable and justifiable costs occurring to the other Parties for performing this Associated Partners tasks and the costs for additional efforts necessary to implement the Project. This paragraph will only apply to Associated Partners that are leaders of Tasks as specified in the Grant Agreement.

Moreover, an Associated Partner is obliged to indemnify the other Parties for any claim of the Granting Authority against them, caused by this Associated Partner's actions or omissions during Grant Agreement preparation, Project implementation or after Project end. Regarding such claims, the Associated Partner's special liability is limited to a maximum of 50,000 €. This paragraph will only apply to Associated Partners that are leaders of Tasks as specified in the Grant Agreement.

Should the Associated Partner(s) be obliged to sign a separate agreement concerning its funding for the Project, it is the responsibility of the Associated Partner to ensure such agreement is not in conflict with this Consortium Agreement.

4.3 Breach

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

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

4.4 Involvement of third parties

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

4.5 Specific responsibilities regarding data protection

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

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

5 Liability towards each other

5.1 No warranties

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

Therefore,

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

5.2 Limitations of contractual liability

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

A Party's general aggregate liability towards the other Parties collectively shall be limited to once the Beneficiary's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement and, in case of Associated Partners that are leaders of Tasks specified in the Grant Agreement, to 12,000€.

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

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

5.5 Compliance

Subject to the foregoing liability exclusions and limitation, each Party shall be legally accountable to ensure that its work in the Project complies fully with all applicable local, national, European and international laws, regulations and guidelines which are effective during the period of the Project, including those governing health and safety, Data protection, and where relevant, the use of human or animal subjects and good clinical practice (including national legislation implementing the Parliament's Directive 2001/20/EC on good clinical practice). In this regard, each Party shall follow the confidentiality rules in accordance with Section 10 of this Consortium Agreement.

6 Governance structure

6.1 General structure

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

The **General Assembly** is the decision-making body of the consortium.

The **Management Board** is in charge of supervising the activities carried out in the respective work packages (WPs) and acts as the executive body of the consortium.

The **Coordinator** is the legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

The **External Advisory Board (EAB)** provides suggestions and recommendations to the General Assembly and the Coordinator on a regular basis.

6.2 Members

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

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.7 of this Consortium Agreement.

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise by the General Assembly.

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

This does not prevent the Parties from exercising their veto rights, according to Section 6.3.5, or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

The Associated Partner(s) is/are excluded from voting on and vetoing the following decisions of the General Assembly (6.3.7) and therefore are not counted towards any respective quorum:

- Financial changes to the Consortium Plan
- Distribution of EU contribution among the Beneficiaries
- Proposals for changes to Annex 2 of the Grant Agreement to be agreed by the Granting Authority
- Decisions related to Section 7.1.4 of this Consortium Agreement

Regarding unanimity or majority decisions, only Members with voting rights regarding the item are taken into account (e.g. Section 6.3.2.5).

6.3 Operational procedures for the General Assembly:

6.3.1 Representation in meetings

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings:

The chairperson shall convene ordinary meetings of the General Assembly at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.2.2 Notice of a meeting:

The chairperson shall give written notice of a meeting to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

6.3.2.3 Sending the agenda:

The chairperson shall prepare and send each Member an agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

6.3.2.4 Adding agenda items:

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

Any Member may add an item to the original agenda by written notice to all of the other Members no later than 7 calendar days preceding the meeting and 2 days preceding an extraordinary meeting.

6.3.2.5

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

6.3.2.6

Meetings of the General Assembly may also be held by tele- or videoconference or other telecommunication means.

6.3.2.7

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.6.2.

6.3.3 Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the General Assembly a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by 51% of all Parties, with a no response within the deadline being considered a no objection.

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

A veto according to Section 6.3.5 may be submitted up to 15 calendar days after receipt of this information.

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

6.3.4 Voting rules and quorum

6.3.4.1

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

If the quorum is not reached, the chairperson of the General Assembly shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson

shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members is present or represented.

6.3.4.2

Each Member present or represented in the meeting shall have one vote. Associated Partners are excluded from certain decisions of the General Assembly according to Section 6.2.

A Party which the General Assembly has declared according to Section 4.3 to be a Defaulting Party may not vote.

6.3.4.3

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

6.3.5 Veto rights

6.3.5.1

A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the General Assembly may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.3.5.2

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

6.3.5.3

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

6.3.5.4

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

6.3.5.5

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

6.3.5.6

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

6.3.5.7

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

6.3.6 Minutes of meetings**6.3.6.1**

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

6.3.6.2

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

6.3.6.3

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

6.3.7 Decisions of the General Assembly

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

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

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

Evolution of the consortium

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal
- Proposal to the Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

Breach, defaulting party status and litigation

- 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
- Steps to be taken for litigation purposes and the coverage of litigation costs in case of joint claims of the parties of the consortium against a Party (Section 4.2, Section 7.1.4)

Appointments

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

- External Expert Advisory Board Members

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

6.4 Management board

The Management Board (MB), chaired by the Project Coordinator and composed by WP Leaders, is in charge of supervising the activities carried out in the respective WPs. The MB will also include parties leading tasks within the Project as described in the Grant Agreement, namely the University of Glasgow, INESC TEC, Scandiatransplant and the European Society for Organ Transplantation (ESOT).

As far as the work plan implementation is concerned, the MB will support operatively the General Assembly. More in depth, the MB shall be responsible for:

- coordination and monitoring the progress of the tasks included in each WP
- ensuring the preparation and validating the quality of the deliverables
- ensuring the exchange of information between WPs
- informing the General Assembly and the Coordinator of any event within each WP that may affect work schedule

The MB will meet at least quarterly.

6.5 Coordinator

6.5.1

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

6.5.2

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certification) and specific requested documents to the Granting Authority
- preparing the meetings, proposing decisions and preparing the agenda of General Assembly meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting promptly documents and information connected with the Project to any other Party concerned

- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims
- providing a copy of the Grant Agreement and its Annexes to the Associated Partners.

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

6.5.3

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

6.5.4

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

6.5.5

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

6.6 External Advisory Board (EAB)

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

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

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

By way of exception to Section 6.5.4 above, the Parties hereby mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter "NDA") with each member of the EAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the EAB. The NDA for the EAB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5.

The Coordinator shall write the minutes of the EAB meetings and submit them to the General Assembly. The EAB members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

7 Financial provisions

Section 7 of the Consortium Agreement does not apply to Associated Partners.

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

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

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

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

7.1.4 Excess payments

A Beneficiary has received excess payment

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

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

Amounts which are not refunded by a breaching Beneficiary and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Beneficiaries pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Beneficiary is possible. The General Assembly decides on any legal actions to be taken against the breaching Beneficiary according to Section 6.3.7.

7.1.5 Revenue

In case a Beneficiary earns any revenue that is deductible from the total funding as set out in the Consortium Plan, the deduction is only directed toward the Beneficiary earning such revenue. The other

Beneficiaries' financial share of the budget shall not be affected by one Beneficiary's revenue. In case the relevant revenue is more than the allocated share of the Beneficiary as set out in the Consortium Plan, the Beneficiary shall reimburse the funding reduction suffered by other Beneficiaries.

7.1.6 Financial Consequences of the termination of the participation of a Beneficiary

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

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

7.2 Payments

7.2.1 Payments to Beneficiaries are the exclusive task of the Coordinator

In particular, the Coordinator shall:

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

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

7.2.2

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

Funding of costs included in the Consortium Plan will be paid by the Coordinator to the Beneficiaries after receipt of payments from the Granting Authority in separate instalments as agreed below:

Funding Authority Payment	Timing	Amount
Initial prefinancing (30% of the funding of costs included in the Consortium Plan)	Upon receipt of the initial prefinancing from the Funding Authority, without unjustified delay.	30% of the funding of costs included in the Consortium Plan for the Party concerned

Interim payment	Upon acceptance of M01-M18 Periodic report by the Funding Authority and receipt of the corresponding Interim payment issued by the Funding Authority to the Coordinator (around M24)	An amount equal to the funding for costs of the Party concerned that have been accepted by the Granting Authority, where this funding plus the prefinancing instalments received does not exceed the 90% of the funding of costs included in the Consortium Plan for the Party concerned.
Final payment	Upon acceptance of M19-M36 Periodic report by the Funding Authority and receipt of the corresponding Interim payment issued by the Funding Authority to the Coordinator (around M36+5)	The balance due to the Parties, in accordance with the following: - cumulative accepted EU contribution for the whole duration of the Project, - payments already received, - the conditions set out in Clause 7.1.3 above.

Funding for costs accepted by the Granting Authority will be paid by the Coordinator to the Beneficiary concerned.

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

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

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

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

In case of joint ownership, the joint owners shall make their best efforts to establish a joint-ownership agreement regarding the allocation and terms of exercising such joint ownership as soon as possible and within a maximum of six (6) months as from the date on which the respective Results have been generated. Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research (including cooperative research project), treatment of patients and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- subject to a suitable exploitation agreement having been entered into beforehand, each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) fair and reasonable compensation.

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

8.3 Transfer of Results

8.3.1

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

8.3.2

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

8.3.3

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

8.3.4

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

8.3.5

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

8.4 Dissemination

8.4.1

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

8.4.2 Dissemination of own (including jointly owned) Results

8.4.2.1

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

If a Party wishes to publish jointly owned Results or Results owned by another Party, prior notice of any planned publication shall be given to the other Parties at least 30 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2

An objection is justified if

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

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

8.4.2.3

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

8.4.2.4

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

8.4.3 Dissemination of another Party's unpublished Results or Background

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

8.4.4 Cooperation obligations

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

8.4.5 Use of names, logos or trademarks

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

9 Access Rights

9.1 Background included

9.1.1

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

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

9.1.2

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

9.2 General Principles

9.2.1

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

9.2.2

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

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

9.2.7

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

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

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

9.4.2

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

9.4.3

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

9.5 Access Rights for entities under the same control

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

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Beneficiary / Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control listed in Attachment 4. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

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

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

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

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

9.6 Additional Access Rights

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

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

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

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

9.8 Specific Provisions for Access Rights to Software

9.8.1 Definitions relating to Software

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

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

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

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

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

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

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

9.8.2 General principles

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

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

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

In case of an approved introduction of Software under Controlled License Terms’ in the Project, the Controlled License Terms shall prevail over any conflicting provisions of this Consortium Agreement for affected original and derivative Background and Results.

9.8.3 Access to Software

Access Rights to Software that is Results shall comprise:

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

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

9.8.4 Software license and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Results - Rights of a Party

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

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

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

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

9.8.4.1.2 Results - Rights to grant sublicenses to end-users

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

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

9.8.4.1.3 Background

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

9.8.4.2 Source Code

9.8.4.2.1 Results - Rights of a Party

Where, in accordance with Section 9.8.3, a Party has Access Rights to Source Code that is Results for Exploitation, Access Rights to such Source Code, as far as Needed for the Exploitation of the Party's own Results, shall comprise a worldwide right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.

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

9.8.4.2.2 Results – Rights to grant sublicenses to end-users

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

Further sublicensing of Source Code is explicitly excluded.

9.8.4.2.3 Background

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

9.8.5 Specific formalities

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

10 Non-disclosure of information

10.1

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

10.2

The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the final payment of the Granting Authority (the Coordinator notifies the Associated Partner(s) about the date of the final payment):

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;

- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

10.3

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

10.4

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

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

10.5

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

10.6

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

10.7

If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order or - in the case of an Associated Partner - with a reporting requirement from its national funding authority, 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. The Disclosing Party accepts that with regard to any applicable freedom of information legislation, notwithstanding the Disclosing Party's representations, the Recipient shall have sole responsibility for determining whether information is exempt from disclosure and what information will require to be disclosed in response to a request for information under applicable freedom of information legislation.

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified entities under the same control)
- Attachment 5 (NDA for External Expert Advisory Board agreed under Section 6)

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

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

11.2 No representation, partnership or agency

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

11.3 Formal and written notices

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

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

Formal notices:

If it is required in this Consortium Agreement (Sections 4.3, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery with acknowledgement of receipt.

Written notice:

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

11.4 Assignment and amendments

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

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in 6.3.7 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably without recourse to legal proceedings within a period of 30 days of the matter being so referred.

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

12 Signatures

AS WITNESS:

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

ORGANIZACION NACIONAL DE TRASPLANTES

Signature(s)

Name(s) Beatriz Domínguez-Gil Gonzalez

Title(s) General Director of ONT

Date May 24, 2025 | 20:11 CEST

Signed by:

Beatriz Domínguez-Gil

4A2E1881B71B427...

FORENINGEN SCANDIATRANSPLANT

Signature(s)

Name(s) Per Lindnér

Title(s) Professor

Date maj 23, 2025 | 10:35 CEST

DocuSigned by:
Per Lindner
7E354A6FBB9D43C...

AGENCE DE LA BIOMEDECINE

Signature(s)

Name(s) Marine Jeantet

Title(s) General Director

DocuSigned by:
Marine Jeantet
DD9B5A3DB551495...

Date mai 23, 2025 | 13:59 CEST

INSTITUTO SUPERIOR DE ENGENHARIA DO PORTO

Signature

Signed by:
Maria Joao Monteiro Ferreira Viamonte
9F68236A799A4C6...

Name

Maria João Monteiro Ferreira Viamonte

Title

President

Date Jun 12, 2025 | 11:40 PDT

ISTITUTO SUPERIORE DI SANITA

Signature(s)

Name(s) Rocco Domenico Alfonso Bellantone

Title(s) President

Date mag 22, 2025 | 06:58 PDT

DocuSigned by:
Rocco Domenico Alfonso Bella
6364C595EBAE49B...

EUROPEAN SOCIETY FOR ORGAN TRANSPLANTATION

Signature(s)

Name(s) Gabriel Oniscu

Title(s) President

Date May 25, 2025 | 19:04 CEST

Signed by:

879136092E0C4D3...

HELLENIC TRANSPLANT ORGANIZATION

Signature(s)

Name(s) GEORGIOS PAPATHEODORIDIS

Title(s) Professor in Medicine & Gastroenterology,
Medical School of National & Kapodistrian University of Athens,
President of Hellenic Transplant Organisation, Director of 1st Academic
Department of Gastroenterology and Director-Hepatologist of Liver
Transplantation Unit,
General Hospital of Athens "Laiko",

Date Μαΐ 22, 2025 | 11:07 PDT

DocuSigned by:
Georgios Papatheodoridis
7FDAE1E5ACE4435...

ORSZAGOS VERELLATO SZOLGALAT – OVSZ

Signature(s)

Name(s) Dr. Andrea Bayerné Matusovits

Title(s) General Director

Date máj. 27, 2025 | 12:04 CEST

Signed by:

Andrea Bayerné Matusovits

38BCC40B1C8C4B9...


HUN-REN KOZGAZDASAG- ES REGIONALIS TUDOMANYI KUTATOKOZPONT

Signature(s)

Name(s) Imre Fertő

Title(s) General Director

Date máj. 22, 2025 | 13:59 CEST

DocuSigned by:

1DE389996BA8457...

NEDERLANDSE TRANSPLANTATIE STICHTING

Signature(s)

Name(s): Johanna Naomi Nathan

Title(s) Ir MBA, Director

Date mei 22, 2025 | 05:03 PDT

DocuSigned by:
Naomi Nathan
A8D7766C57B3499...


INSTITUTO PORTUGUÊS DO SANGUE E DA TRANSPLANTAÇÃO IP

Signature(s)

Name(s) : Vitor Marques

Title(s): Member of the Board

Date mai 22, 2025 | 17:36 CEST

Assinado por:

44FE983A425D452...


ERASMUS UNIVERSITAIR MEDISCH CENTRUM ROTTERDAM

Signature(s)

Name(s) S. Sleijfer

Title(s) Prof. Dr

Date mei 26, 2025 | 16:17 CEST

Ondertekend door:

B378C55555EE43D...

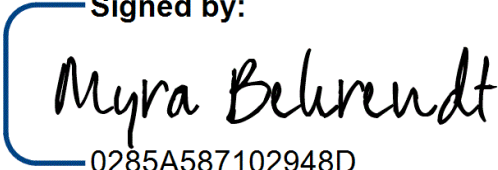
ACADEMISCH ZIEKENHUIS LEIDEN

Signature(s)

Name(s): Myra Behrendt

Title(s): Leiden University Medical Center (LUMC) Division 4 manager

Date May 26, 2025 | 07:08 PDT

Signed by:

0285A587102948D...

UNIVERSITY OF GLASGOW (legal name: The University court of the University of Glasgow)

Signature(s)

Name(s) Diane Foster

Title(s) Head of Research Contracts

Date Jun 1, 2025 | 10:45 PDT


Signed by:

8315A606A3D646F...

NHS BLOOD AND TRANSPLANT

Signature(s)

Signed by:



58B5D9F2282A48E...

Name(s) Ms. Lisa Burnapp

Title(s) Associate Medical Director- Living Donation and Transplantation, NHSBT

Date Jun 2, 2025 | 11:08 CEST

DocuSigned by:


B5913FCA558043B...

Name(s) Professor Derek Manas

Title(s) Medical Director Organ and Tissue Donation and Transplantation, NHSBT

Date May 26, 2025 | 23:56 BST

UNIVERSIDAD ADOLFO IBANEZ

Signature(s)

Name(s) Francisco Covarrubias

Title(s) Rector

Date jun. 5, 2025 | 06:47 PDT

DocuSigned by:
Francisco Covarrubias
CAA0FE03AD554AC...


INESC TEC - INSTITUTO DE ENGENHARIA DE SISTEMAS E COMPUTADORES, TECNOLOGIA E CIÊNCIA

Signature(s)

Name(s) Luís Miguel Lopo dos Santos Seca

Title(s) Member of the Executive Board

Date May 24, 2025 | 09:43 PDT

Assinado por:

D86D58B2405E4A7...


OBUDAI EGYETEM

Signature(s)

Name(s) Prof. Dr. Levente Kovacs

Title(s) Rector

Date máj. 22, 2025 | 19:48 PDT

DocuSigned by:

C92D9455C89946D...

Attachment 1: Background included

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

PARTY 1

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Data on kidney donors and potential recipients and their relevant medical information, and post-transplant follow-up information.	Access will be limited to the purposes described in the tasks of the EURO-KEP project. Data will be shared in accordance with the GDPR.	Access will be limited to the purposes described in the tasks of the EURO-KEP project. Data will be shared in accordance with the GDPR.

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

PARTY 2

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

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

PARTY 3

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Data provided by ABM to support the work of WP3, as specified in the Grant agreement.	Access will be limited to the purpose described in the tasks of the EUROKEP Project	Access will be limited to the purpose described in the tasks of the EUROKEP Project

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

PARTY 4

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

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

PARTY 5

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Epidemiological database for kidney transplant research	Accessible only to project beneficiaries; NDA (Non-Disclosure Agreement) required before granting access.	Use for commercial purposes is not allowed.
Analytical tool for kidney compatibility assessment	Can be used only within the scope of the EURO-KEP project and by authorized personnel.	The tool must not be modified or sublicensed without ISS approval. Any derivative work requires ISS acknowledgment.
National and International protocol for kidney exchange programs	Can be used only within the scope of the EURO-KEP project and by authorized personnel.	For exploitation in further studies, written agreement with ISS specifying the terms of use is mandatory.
Ethical guidelines for international kidney exchange	Shared for project purposes only. Redistribution or publication outside the consortium is prohibited unless approved by ISS.	For exploitation in further studies, written agreement with ISS specifying the terms of use is mandatory.

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

PARTY 6

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

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

PARTY 7

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Data on kidney donors and potential recipients and their relevant medical information, and post-transplant follow-up information.	Access will be limited to the purposes described in the tasks of the EURO-KEP project. Data will be shared in accordance with the GDPR.	Access will be limited to the purposes described in the tasks of the EURO-KEP project. Data will be shared in accordance with the GDPR.

PARTY 8

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Data on kidney donors and potential recipients and their relevant medical information, and post-transplant follow-up information.	Access will be limited to the purposes described in the tasks of the EURO-KEP project. Data will be shared in accordance with the GDPR.	Access will be limited to the purposes described in the tasks of the EURO-KEP project. Data will be shared in accordance with the GDPR.

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

PARTY 9

As to HUN-REN KOZGAZDASAG- ES REGIONALIS TUDOMANYI KUTATOKOZPONT it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
ENCKEP simulator (software version as at 12.10.2022) further detailed in Druzsín, K., Biró, P., Klimentova, X. <i>et al.</i> Performance evaluation of national and international kidney exchange programmes with the ENCKEP simulator. <i>Cent Eur J Oper Res</i> 32 , 923–943 (2024).	Access rights to background is only granted to the extent that it is needed for implementation of the project's tasks. Limited to non-commercial use.	Fair and reasonable conditions.

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

PARTY 10

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

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

PARTY 11

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

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

PARTY 12

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Data on kidney donors and potential recipients and implementation experience of a new KEP, further detailed in Creating Options for Difficult-to-match Kidney Transplant Candidates. de Klerk, M, Kal JA, vd Wetering J et al. Transplantation 2021;105: 240–248	Access will be limited to the purposes described in the tasks of the EURO-KEP project	Access will be limited to the purposes described in the tasks of the EURO-KEP project

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

PARTY 13

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

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

PARTY 14

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

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

PARTY 15

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Sharing of information and anonymised donor and recipient data relevant to establishing and on-going development of the UK living kidney sharing scheme	Access will be limited to the specific purposes and requirements of the EURO-KEP project and in accordance with General Data Protection Regulations (GDPR)	Access will be limited to the specific purposes and requirements of the EURO-KEP project and in accordance with General Data Protection Regulations (GDPR)

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

PARTY 16

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

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

PARTY 17

As to INESC TEC - INSTITUTO DE ENGENHARIA DE SISTEMAS E COMPUTADORES, TECNOLOGIA E CIÊNCIA it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
<p>ENCKEP simulator (software version as at 12.10.2022) further detailed in Druzsins, K., Biró, P., Klimentova, X. <i>et al.</i> Performance evaluation of national and international kidney exchange programmes with the ENCKEP simulator. <i>Cent Eur J Oper Res</i> 32, 923–943 (2024). https://doi.org/10.1007/s10100-024-00914-3. The software was developed in the framework of the COST Action CA15210 European Network for Collaboration on Kidney Exchange Programmes (ENCKEP) and COST Innovators Grant IG15210 - Software for Transnational Kidney Exchange Programmes</p> <p>The IP rights are shared under Joint Ownership agreement between INESC TEC and KTRK.</p>	<p>Access rights to background is only granted to the extent that it is needed for implementation of the project's tasks. Limited to non-commercial use.</p>	<p>Fair and reasonable conditions.</p>

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

PARTY 18

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
ENCKEP simulator (software version as at 12.10.2022) further detailed in Druzzsin, K., Biró, P., Klimentova, X. et al. Performance evaluation of national and international kidney exchange programmes with the ENCKEP simulator. Cent Eur J Oper Res 32, 923–943 (2024).	Access rights to background is only granted to the extent that it is needed for implementation of the project's tasks. Limited to non-commercial use.	Fair and reasonable conditions.

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

Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

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

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

Attachment 5: NDA for External Expert Advisory Board agreed under Section 6

Confidentiality and Non-Disclosure Undertaking

THIS Confidentiality and Non-Disclosure Undertaking [hereinafter also the Undertaking]
is entered into on this [insert number of day] day of [insert Month and Year] by:

With regards to EURO-KEP Consortium, hereinafter referred to as EURO-KEP.

WHEREAS:

--accepted to be a member of EURO-KEP'S External Advisory Board (EAB).

The Advisory Board is composed by an international team of recognized experts from different areas and organisations with the objective of following the technical progress of the project, validating the proposed approaches and providing feedback to EURO-KEP'S members.

Throughout the aforementioned participation, --- will have access to proprietary information or Confidential Information of EURO-KEP Project activities.

--- HERETO AGREE AS FOLLOWS:

1. Confidential Information

1.1 For the purposes of this Undertaking, Confidential Information means any data or in-formation that is proprietary to or possessed by EURO-KEP Members and not generally known to the public or that has not yet been revealed, whether in tangible or intangible form, when- ever and however disclosed, including, but not limited to:

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

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

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

- (iv) trade secrets; plans for products or services, and customer or supplier lists;
- (v) any other information that should reasonably be recognised as Confidential Information by the Parties.

1.2 --- agrees hereby that Confidential Information needs not to be novel, unique, patentable, copyrightable or constitutes a trade secret in order to be designated Confidential Information and therefore protected.

1.3 All information received by --- in order to execute its tasks as a member of EURO-KEP's Advisory Board is of confidential nature and therefore Confidential Information.

1.4 --- hereby acknowledges that the Confidential Information proprietary to EURO-KEP Members has been developed and obtained through great efforts and shall be regarded and kept as Confidential Information.

1.5 For the purposes of this Undertaking, EURO-KEP Members shall be regarded as the Disclosing Party. Likewise --- which receives the disclosed Confidential Information shall be regarded as the Receiving Party.

1.6 Notwithstanding the aforementioned, Confidential Information shall exclude information that:

- (i) is already in the public domain at the time of disclosure by the Disclosing Party to the Receiving Party or thereafter enters the public domain without any breach of the terms of this Undertaking;
- (ii) was already known by the Receiving Party before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);
- (iii) is subsequently communicated to the Receiving Party without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- (iv) becomes publicly available by other means than a breach of the confidentiality obligations by the Receiving Party (not through fault or failure to act by the Receiving Party).

2. Purpose of the Disclosure of Confidential Information

-- will have access to EURO-KEP's Confidential Information in order to perform its role as Advisory Board member. Such access is mandatory in order to provide the necessary information for --- to have an active role in the Advisory Board's activities.

3. Undertakings of the Parties

3.1 Confidential Information will be disclosed to ---. --- agrees to use the Confidential Information solely in connection with purposes contemplated in this Undertaking and not to use it for any other purpose or without the prior written consent of the EURO-KEP Consortium.

3.2 ---will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with the permitted purposes specified in clause 2. --- will inform them about the confidential quality of the information provided and will ensure that their undertaking is obtained to keep it confidential on the same terms as set forth in this Undertaking. Hence --- will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

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

3.4 --- will not disclose any Confidential Information received to any third parties.

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

3.6 All Confidential Information disclosed under this Undertaking shall be and remain the property of EURO-KEP Members and nothing contained in this Undertaking shall be construed as granting or conferring any rights to such Confidential Information. Principally, nothing in this Undertaking shall be deemed to grant --- a licence expressly or by implication under any patent, copyright or other intellectual property right. ---hereby acknowledges and confirms that all existing and future intellectual property rights related to the Confidential Information are exclusive titles of EURO-KEP Members. For the sake of clarity --- will not apply for or obtain any intellectual property protection in respect of the Confidential Information received.

3.7 --- shall promptly return or destroy all copies (in whatever form reproduced or stored), including all notes and derivatives of the Confidential Information disclosed under this Undertaking, upon the ending of EURO-KEP's Project. The Receiving Party shall confirm in writing to the Disclosing Party to have duly destroyed or erased such Confidential Information in accordance with this paragraph"

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

3.9 In the event that --- is asked to communicate the Confidential Information to any judicial, administrative, regulatory authority or similar or obliged to reveal such information by mandatory law, it shall notify promptly EURO-KEP Members of the terms of such disclosure and will collaborate to the

extent practicable with the Consortium in order to comply with the order and preserve the confidentiality of the Confidential Information.

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

3.11 --- shall immediately notify EURO-KEP Members upon becoming aware of any breach of confidence by anybody to whom it has disclosed the Confidential

Information and give all necessary assistance in connection with any steps which the EURO-KEP may wish to take prevent, stop or obtain compensation for such a breach or threatened breach.

3.12 The Confidential Information received by --- is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including, but not limited to, its applicability for any purpose, non- infringement of third party rights, accuracy, completeness or correctness.

4. Miscellaneous

4.1 Duration and Termination

4.1.1 This Undertaking shall remain in effect for the term of the EURO-KEP project. Notwithstanding the foregoing, --- acknowledges its duty to hold in confidence Confidential Information that was disclosed during the term and its other obligations relating to this shall remain in effect indefinitely.

4.2 Applicable Law and Jurisdiction

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

4.3 Validity

If any provisions of this Undertaking are invalid or unenforceable, the validity of the remaining provisions shall not be affected.

4.4 Subsequent Undertakings

Any amendments or additions hereto shall be made in writing.

IN WITNESS WHEREOF, --- hereto has caused this Confidentiality and Non-Disclosure Undertaking to be binding before EURO-KEP Consortium and to be executed as of the date stated above.

For ---

For EURO-KEP Consortium

Certificate Of Completion

Envelope Id: 801B7396-4F5A-4E3F-87BD-9CBD979D3841

Status: Completed

Subject: Complete with Docusign: EURO-KEP_CONSORTIUM-AGREEMENT_FINAL VERSION_20250217.pdf

Source Envelope:

Document Pages: 75

Signatures: 19

Envelope Originator:

Certificate Pages: 4

Initials: 0

Secretaría de Dirección

AutoNav: Enabled

Calle Sinesio Delgado, 6-8 Pab. 3

Envelopeld Stamping: Enabled

Madrid, Madrid 28029

Time Zone: (UTC+01:00) Brussels, Copenhagen, Madrid, Paris

sdont@sanidad.gob.es

IP Address: 212.128.127.122

Record Tracking

Status: Original

Holder: Secretaría de Dirección

Location: DocuSign

5/22/2025 1:41:55 PM

sdont@sanidad.gob.es

Signer Events

Andrea Bayerné Matusovits

foigazgato@ovsz.hu

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Andrea Bayerné Matusovits

38BCC40B1C8C4B9...

Timestamp

Sent: 5/22/2025 1:58:03 PM

Viewed: 5/22/2025 2:22:08 PM

Signed: 5/27/2025 12:04:27 PM

Signature Adoption: Pre-selected Style

Using IP Address: 62.77.226.146

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Beatriz Domínguez-Gil

bdominguez@sanidad.gob.es

Directora General

Organización Nacional de Trasplantes

Security Level: Email, Account Authentication
(None)

Signed by:

Beatriz Domínguez-Gil

4A2E1881B71B427...

Sent: 5/22/2025 1:58:03 PM

Viewed: 5/24/2025 8:11:02 PM

Signed: 5/24/2025 8:11:29 PM

Signature Adoption: Pre-selected Style

Using IP Address: 212.128.127.122

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Derek Manas

Derek.Manas@nhsbt.nhs.uk

NHSBT

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Derek Manas

B5913FCA558043B...

Sent: 5/22/2025 1:58:04 PM

Viewed: 5/27/2025 12:55:35 AM

Signed: 5/27/2025 12:56:38 AM

Signature Adoption: Pre-selected Style

Using IP Address: 86.152.103.199

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Diane Foster

diane.foster@glasgow.ac.uk

Head of Research Contracts

The University Glasgow Court of the University of

Security Level: Email, Account Authentication
(None)

Signed by:

Diane Foster

8315A606A3D846F...

Sent: 5/22/2025 1:58:06 PM

Viewed: 6/1/2025 7:45:21 PM

Signed: 6/1/2025 7:45:33 PM

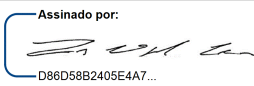


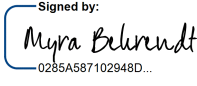

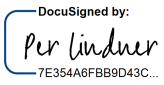
Signature Adoption: Pre-selected Style

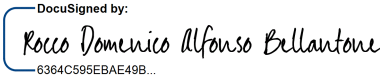
Using IP Address: 217.155.137.175

Electronic Record and Signature Disclosure:

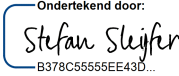
Not Offered via Docusign

Signer Events	Signature	Timestamp
<p>Francisco Covarrubias</p> <p>fcovarrubias@uai.cl</p> <p>Rector</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p> <p><i>Francisco Covarrubias</i></p> <p>CAA0FE03AD554AC...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 146.83.233.2</p>	<p>Sent: 5/22/2025 1:58:07 PM</p> <p>Viewed: 5/26/2025 4:20:27 PM</p> <p>Signed: 6/5/2025 3:47:44 PM</p>
<p>Electronic Record and Signature Disclosure:</p> <p>Not Offered via DocuSign</p>		
<p>Gabriel Oniscu</p> <p>gabriel.oniscu@ki.se</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>Signed by:</p> <p><i>[Handwritten Signature]</i></p> <p>879136092E0C4D3...</p> <p>Signature Adoption: Drawn on Device</p> <p>Using IP Address: 83.185.47.16</p> <p>Signed using mobile</p>	<p>Sent: 5/22/2025 1:58:07 PM</p> <p>Viewed: 5/25/2025 7:04:02 PM</p> <p>Signed: 5/25/2025 7:04:21 PM</p>
<p>Electronic Record and Signature Disclosure:</p> <p>Not Offered via DocuSign</p>		
<p>Georgios Papatheodoridis</p> <p>gepapath@med.uoa.gr</p> <p>Professor</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p> <p><i>Georgios Papatheodoridis</i></p> <p>7FDAE1E5ACE4435...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 37.6.195.126</p>	<p>Sent: 5/22/2025 1:58:08 PM</p> <p>Viewed: 5/22/2025 8:06:50 PM</p> <p>Signed: 5/22/2025 8:07:17 PM</p>
<p>Electronic Record and Signature Disclosure:</p> <p>Not Offered via DocuSign</p>		
<p>Imre Fertő</p> <p>ferto.imre@krtk.hun-ren.hu</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p> <p><i>Imre Fertő</i></p> <p>1DE389996BA8457...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 193.224.139.12</p>	<p>Sent: 5/22/2025 1:58:09 PM</p> <p>Viewed: 5/22/2025 1:58:45 PM</p> <p>Signed: 5/22/2025 1:59:02 PM</p>
<p>Electronic Record and Signature Disclosure:</p> <p>Not Offered via DocuSign</p>		
<p>Levente Kovacs</p> <p>kovacs@uni-obuda.hu</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p> <p><i>Levente Kovacs</i></p> <p>C92D9455C89946D...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 62.217.234.174</p>	<p>Sent: 5/22/2025 1:58:10 PM</p> <p>Viewed: 5/23/2025 4:48:32 AM</p> <p>Signed: 5/23/2025 4:48:46 AM</p>
<p>Electronic Record and Signature Disclosure:</p> <p>Not Offered via DocuSign</p>		
<p>Lisa Burnapp</p> <p>lisa.burnapp@nhsbt.nhs.uk</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>Signed by:</p> <p><i>Lisa Burnapp</i></p> <p>58B5D9F2282A48E...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 86.134.28.39</p>	<p>Sent: 5/22/2025 1:58:10 PM</p> <p>Viewed: 6/2/2025 11:07:59 AM</p> <p>Signed: 6/2/2025 11:08:41 AM</p>
<p>Electronic Record and Signature Disclosure:</p> <p>Not Offered via DocuSign</p>		


Signer Events	Signature	Timestamp
<p>Luis Miguel Lopo Dos Santos Seca</p> <p>luis.seca@inesctec.pt</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>Assinado por:</p>  <p>D86D58B2405E4A7...</p> <p>Signature Adoption: Uploaded Signature Image</p> <p>Using IP Address: 83.223.226.37</p>	<p>Sent: 5/22/2025 1:58:11 PM</p> <p>Viewed: 5/24/2025 6:42:51 PM</p> <p>Signed: 5/24/2025 6:43:07 PM</p>
<p>Electronic Record and Signature Disclosure:</p> <p>Not Offered via DocuSign</p>		
<p>Maria Joao Monteiro Ferreira Viamonte</p> <p>mjv@isep.ipp.pt</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>Signed by:</p>  <p>9F68236A799A4C6...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address:</p> <p>2a01:14:118:b790:e446:b846:1ce0:43f6</p>	<p>Sent: 5/22/2025 1:58:12 PM</p> <p>Viewed: 6/12/2025 8:40:36 PM</p> <p>Signed: 6/12/2025 8:40:52 PM</p>
<p>Electronic Record and Signature Disclosure:</p> <p>Not Offered via DocuSign</p>		
<p>Marine Jeantet</p> <p>marine.jeantet@biomedecine.fr</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p>  <p>DD9B5A3DB551495...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 77.205.21.189</p>	<p>Sent: 5/22/2025 1:58:12 PM</p> <p>Viewed: 5/23/2025 1:57:48 PM</p> <p>Signed: 5/23/2025 1:59:09 PM</p>
<p>Electronic Record and Signature Disclosure:</p> <p>Not Offered via DocuSign</p>		
<p>Myra Behrendt</p> <p>m.d.behrendt@lumc.nl</p> <p>managing director division 4</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>Signed by:</p>  <p>0285A587102948D...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 145.88.209.35</p>	<p>Sent: 5/22/2025 1:58:13 PM</p> <p>Viewed: 5/26/2025 4:07:59 PM</p> <p>Signed: 5/26/2025 4:08:17 PM</p>
<p>Electronic Record and Signature Disclosure:</p> <p>Not Offered via DocuSign</p>		
<p>Naomi Nathan</p> <p>n.nathan@transplantatiestichting.nl</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p>  <p>A8D7766C57B3499...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 31.149.233.110</p>	<p>Sent: 5/22/2025 1:58:14 PM</p> <p>Viewed: 5/22/2025 2:02:01 PM</p> <p>Signed: 5/22/2025 2:03:48 PM</p>
<p>Electronic Record and Signature Disclosure:</p> <p>Not Offered via DocuSign</p>		
<p>Per Lindner</p> <p>per.lindner@vgregion.se</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p>  <p>7E354A6FBB9D43C...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 146.21.246.16</p>	<p>Sent: 5/22/2025 1:58:14 PM</p> <p>Viewed: 5/23/2025 10:34:54 AM</p> <p>Signed: 5/23/2025 10:35:33 AM</p>
<p>Electronic Record and Signature Disclosure:</p> <p>Not Offered via DocuSign</p>		

Signer Events	Signature	Timestamp
Rocco Domenico Alfonso Bellantone presidenza@iss.it President Security Level: Email, Account Authentication (None)	<small>DocuSigned by:</small>  <small>6364C595EBAE49B...</small> Signature Adoption: Pre-selected Style Using IP Address: 193.205.224.196	Sent: 5/22/2025 1:58:15 PM Viewed: 5/22/2025 3:58:38 PM Signed: 5/22/2025 3:58:55 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Stefan Sleijfer LSIGN@erasmusmc.nl Prof. dr. Security Level: Email, Account Authentication (None)	<small>Ondertekend door:</small>  <small>B378C5555EE43D...</small> Signature Adoption: Pre-selected Style Using IP Address: 156.83.1.98	Sent: 5/22/2025 1:58:15 PM Viewed: 5/26/2025 4:16:52 PM Signed: 5/26/2025 4:17:07 PM
--	--	--

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Vitor Marques vitor.marques@IPST.min-saude.pt Security Level: Email, Account Authentication (None)	<small>Assinado por:</small>  <small>44FE983A425D452...</small> Signature Adoption: Pre-selected Style Using IP Address: 194.79.78.216	Sent: 5/22/2025 1:58:16 PM Viewed: 5/22/2025 5:35:28 PM Signed: 5/22/2025 5:36:56 PM
--	---	--

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/22/2025 1:58:18 PM
Certified Delivered	Security Checked	5/22/2025 5:35:28 PM
Signing Complete	Security Checked	5/22/2025 5:36:56 PM
Completed	Security Checked	6/12/2025 8:40:52 PM
Payment Events	Status	Timestamps