

MARIE CURIE ACTIONS
PEOPLE

International Research Staff Exchange Scheme (IRSES)



PARTNERSHIP AGREEMENT

**PROJECT: ANTHRAX ENVIRONMENTAL DECONTAMINATION
NETWORK or 'AEDNet' (the 'Project')**

PARTNERSHIP AGREEMENT

THIS AGREEMENT is made on the 3 day of April 2014

BETWEEN:

- (1) **CARDIFF UNIVERSITY** established under royal charter, registered charity number 1136855, whose administrative offices are at 30-36 Newport Road, Cardiff CF24 0DE ("**Coordinator**");
- (2) **ISTITUTO ZOOPROFILATTICO SPERIMENTALE OF PUGLIA AND BASILICATA** whose offices are at Via Manfredonia, 20 – 71100 FOGGIA (Italy) ("**IZSPB**");
- (3) **KAFKAS UNIVERSITY** whose offices are at Rektörlüğü 36100 Merkez/Kars, Turkey ("**KAU**");
- (4) **UNIVERSITAET HOHENHEIM** whose offices are at Schloss Hohenheim 1, 70599 Stuttgart, Germany (acting through the Department of Environmental and Animal Health (460b)) ("**UHOH**");
- (5) **MILITARY INSTITUTE OF HYGIENE AND EPIDEMIOLOGY** whose offices are at 4 Kozielska Street, 01163, Warsaw, Poland ("**WIHiE**");
- (6) **NATIONAL CENTER FOR DISEASE CONTROL and PUBLIC HEALTH** whose offices are at 9 Asatiani str, Tbilisi, Georgia ("**NCDC**");
- (7) **ILIA STATE UNIVERSITY** whose offices are at K Cholokashvili Av, Tbilisi, 0162, Georgia ("**ISU**");
- (8) **G. ELIAVA INSTITUTE OF BACTERIOPHAGES, MICROBIOLOGY AND VIROLOGY** whose offices are at 3, Gotua Street, Tbilisi, 0160, Georgia ("**EIG**"); and
- (9) **NATIONAL SCIENTIFIC CENTER INSTITUTE OF EXPERIMENTAL AND CLINICAL VETERINARY MEDICINE** whose offices are at Pushkinska 83, Kharkiv 61023 ("**NSC**"),

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

WHEREAS:

- (1) The Parties, having considerable experience in the field concerned, have submitted a Proposal for the Project to the European Commission as part of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities under the funding programme of "International Research Staff Exchange Scheme-IRSES".
- (2) The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the Grant Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement (including its Annexes) without the need to replicate said terms herein.

"Consortium Budget" means the allocation of all the resources in cash or in kind for the activities as defined in Annex I of the Grant Agreement and as decided by the Project Management Group (PMG).

"Defaulting Party" means a Party which the PMG has identified to be in breach of this Agreement.

"Effective Date" shall mean the date on which the Project commences, as per the terms of the Grant Agreement.

"Grant Agreement" shall mean the agreement signed between the Coordinator and the European Commission for the Project.

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

For Use of own Foreground:

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

2. PURPOSE

- 2.1 The purpose of this Agreement is to specify the organisation of the work between the Parties, to organise the management of the Project and to define the rights and obligations of the Partners (supplementing but not conflicting with those of the Grant Agreement).

3. ENTRY INTO FORCE, DURATION AND TERMINATION AND WITHDRAWAL

3.1 Entry into force

- 3.1.1 An entity becomes a Party to this Agreement upon signature of this Agreement by a duly authorised representative. This Agreement shall have effect from the Effective Date identified at the beginning of this Agreement.

3.2 Duration and termination

- 3.2.1 This 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 Agreement.

- 3.2.2 However, this Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Agreement and Annex II of the Grant Agreement (Article II.35 to II.37).
- 3.2.3 If the Commission does not award the Grant Agreement, or terminates the Grant Agreement or a Party's participation in the Grant Agreement, this Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under clause. 3.3.

3.3 Survival of rights and obligations

- 3.3.1 The provisions relating to Access Rights and Confidentiality, for the time period mentioned therein, as well as for Liability, applicable law and settlement of disputes shall survive the expiration or termination of this Agreement.
- 3.3.2 Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Project Management Group (PMG) and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

4. RESPONSIBILITIES OF THE PARTIES

4.1 General principles

- 4.1.1 Each Party undertakes to take part in the efficient implementation of the Project, to do all that is necessary to comply with the provisions of the Grant Agreement (including, but not limited to, the provisions of Annex III of the same) and to co-operate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Agreement in accordance with the provisions of the same and in a manner of good faith as prescribed by Belgian Law.
- 4.1.2 Each other Party shall provide the Coordinator with the periodic reports, deliverables and any other information as required by the Grant Agreement, the Commission and/or by the Coordinator, within thirty (30) days after the end of each reporting period.
- 4.1.3 Each Party undertakes to notify promptly, in accordance with the governance structure of the Project (as set out in clause 6), any significant information, fact, problem or delay likely to affect the Project.
- 4.1.4 Each Party shall provide promptly all information reasonably required by the PMG or by the Coordinator to carry out its tasks.
- 4.1.5 Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.
- 4.1.6 The Parties shall comply with all relevant and applicable ethical regulations in the performance of the Project, as further detailed in Annex 1 of the Grant Agreement.

4.2 Breach

- 4.2.1 In the event the PMG identifies a breach by a Party of its obligations under this Agreement or the Grant Agreement, the Coordinator (or the Party appointed by the PMG if the Coordinator is in breach) will give written notice requiring that such breach be remedied within thirty (30) calendar days.
- 4.2.2 If such breach is substantial and is not remedied within that period or is not capable of remedy, the PMG may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof, which may include termination of its participation.

4.3 Involvement of third parties

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

5. LIABILITY TOWARDS EACH OTHER

5.1 No warranties

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

5.1.2 Therefore:

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

5.2 Limitations of contractual liability

5.2.1 No Party shall be responsible to any other Party for:

- (a) loss of contracts, loss of goodwill, loss of opportunity, loss of profits or loss or revenue; or
- (b) consequential or indirect loss or special loss or damage of any nature whatsoever

provided such damage was not caused by a wilful act or by a breach of confidentiality.

- 5.2.2. A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as set out in the Consortium Budget provided such damage was not caused by a wilful act or gross negligence.

5.2.3 The terms of this Agreement shall not be construed to amend or limit any non-contractual liability.

5.3 Damage caused to third parties

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

5.4 Force Majeure

5.4.1 No Party shall be considered to be in breach of this Agreement if such breach is caused by Force Majeure. Each Party will notify the PMG of any Force Majeure as soon as possible. If the consequences of Force Majeure for the Project are not overcome within six (6) weeks after such notification, the transfer of tasks and of the related budget - if any - shall be decided by the PMG.

6. GOVERNANCE STRUCTURE

6.1. The following Bodies will form the organisational structure of the Project:

- the PMG; and
- the Coordinator.

6.2 Project Management Group

The PMG is the decision-making body for the Project and its remit is as set out in Annex 1 of the Grant Agreement.

It will consist of one representative of each Partner (hereinafter Member)

6.3 Members

6.3.1 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 co-operative manner in the meetings.

6.3.2 The Coordinator shall chair all meetings of the PMG.

6.3.3 The Parties agree to abide by all decisions of the PMG validly taken. This does not prevent the Parties from submitting a dispute to resolution in accordance with clause 12.9.

6.4 Preparation and organisation of the meetings

6.4.1 Convening meetings:

The Coordinator shall convene ordinary meetings of the PMG on a six-monthly basis during the course of the Project and shall also convene extraordinary meetings at any time upon written request of any Member.

6.4.2 Notice of a meeting:

The Coordinator shall give notice in writing of a meeting to each Member as soon as possible and within at least twenty-one (21) calendar days preceding an ordinary meeting and fourteen (14) calendar days preceding an extraordinary meeting.

6.4.3 Sending the agenda:

The Coordinator shall send each Member a written original agenda within at least fourteen (14) calendar days preceding the ordinary meeting and within seven (7) calendar days preceding the extraordinary meeting.

6.4.4 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 of the ordinary meeting by written notification to all of the other Members within at least seven (7) calendar days preceding the meeting.
- During a meeting of the PMG where all the Members are present, the Members can unanimously agree to add a new item to the original agenda.
- Any decision may also be taken without a meeting by circulating to all Members a written document which is then signed by the defined majority of Members (see clause 6.5).
- Meetings of the PMG can also be held by teleconference or other telecommunication means, in accordance with the above. In any such cases, a formal consent in writing, setting forth the decision so taken, must be signed by the representatives of the Members having not less than the minimum number of votes that would be necessary to take such decision at a meeting at which all Members entitled to vote on such decision were present and were voting.
- Decisions may only be executed once the relevant part of the minutes is accepted according to clause 6.6.

6.5 Voting rules and quorum

- 6.5.1 The PMG shall not deliberate and decide validly unless a quorum of 3/4 of its Members are present or represented. Each Member shall have one vote.

- 6.5.2 Defaulting and/or withdrawing Partners and a defaulting Coordinator may not vote (nor be part of the quorum) and may not object on decisions relating to their participation and termination in the Consortium or the consequences of them.
- 6.5.3 If not otherwise explicitly foreseen in this Agreement, decisions shall be taken by a majority of 75% of the votes of Members present or represented, provided always that a Member whose Work Package, time for performance, costs or liabilities, or intellectual property rights are substantially affected, may object to any such decisions.

6.6 Minutes of the meetings

- 6.6.1 The Coordinator shall produce written minutes of each meeting which shall be the formal record of all decisions taken. The Coordinator shall send these drafts to all Members within fifteen (15) calendar days of the meeting.
- 6.6.2 The minutes shall be considered as accepted if, within fifteen (15) calendar days from sending, no Member has objected in writing to the Coordinator with respect to the accuracy of the draft of the minutes. The accepted minutes shall be sent to all of the members of the PMG.

6.7 The Coordinator

- 6.7.1 The Coordinator has the responsibility of ensuring that all the Project's requirements are fulfilled and that the Project runs smoothly from the commencement to completion. As such, the Coordinator will act as the coordinator of all Project activities, thus ensuring that the overall project schedule is adhered to and objectives are met.
- 6.7.2 If the Coordinator fails in its tasks, the PMG may propose to the Commission to change the Coordinator.
- 6.7.3 The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party beyond its tasks as Coordinator, as specified in the Grant Agreement and this Agreement.

6.8 External Ethics Committee

- 6.8.1 An External Ethics Committee (EEC) will be appointed and will be responsible for helping to identify potential risks; advising on how best to communicate results and information, and reporting to the Commission, during each reporting period, on how the Project is dealing with the issues of bioterrorism, misuse and dual use.
- 6.8.2 The EEC will comprise the members listed in Schedule 2.
- 6.8.3 The members of the EEC shall be required to sign a non-disclosure agreement no later than thirty (30) days after their appointment or before any confidential information is exchanged, whichever date is earlier.

7. FINANCIAL PROVISIONS

7.1 General Principles

- 7.1.1 For the purposes of this clause 7, the term 'Partner Organisations' shall be used to refer to NCDC, ISU, EIG and NSC and the term 'Beneficiary' shall be used to refer to the Coordinator (where relevant), IZSPB, KAU, UHOH and WHliE.

7.1.2 Distribution of Financial Contribution regarding Beneficiaries

The Commission's financial contribution to the Project shall be distributed by the Coordinator according to:

- the Consortium Budget;
- the approval of reports by the Commission; and
- the provisions of payment in clause 7.2.

A Beneficiary shall be funded only for its tasks carried out in accordance with Annex 1, Grant Agreement.

The payment schedule, which contains the transfer of pre-financing and interim payments to Beneficiaries, will be handled according to the following:

- The Coordinator shall distribute pre-financing, interim payments and final payments within forty-five (45) days of receipt in its bank account. Bank fees linked to the funds' transfer will be supported by the Beneficiaries.
- Generally speaking, the Coordinator applies to the Beneficiaries the rules applied by the Commission concerning the payments, i.e.:
 - o Pre-financing: the Coordinator shall transfer to each Beneficiary an amount corresponding to 60% of the average budgeted Commission funding per period for the Beneficiary, from which will be retained 5% of the total budgeted Commission funding for the Beneficiary (contribution to the Guarantee fund).
 - o Interim payments: for each period, the Coordinator shall transfer to each Beneficiary an amount corresponding to the amount accepted for that reporting period. However, the total amount of the pre-financing and interim payments received by a beneficiary will not exceed 90% of the maximum budgeted Commission contribution from which is retained the contribution to the guarantee fund (5% of maximum Commission contribution).
 - o Final payment: The Coordinator shall transfer to each Beneficiary an amount corresponding to the difference between the calculated Commission contribution (on the basis of accepted eligible costs) minus the amounts already paid, plus the contribution to the Guarantee Fund.

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 with respect to the Project towards the Commission. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Commission.

At the end of each reporting period, the Parties shall report, for each seconded Early Stage Researcher ('ESR') and/or Experienced Researcher ('ER'), the following information related to the Project:

- the name and contact details, gender and nationality of each seconded ESR/ER;
- the name and the location of the Home Organisation and Host Organisation; and
- the duration of the Secondment period during that particular reporting period.

In addition, at the end of the Project, the Parties shall report the total duration of the Secondment period for each seconded ESR/ER.

7.1.3 Funding Principles regarding Beneficiaries

Payments to Beneficiaries are the exclusive tasks 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.

A Beneficiary which spends less than its allocated share of the Consortium Budget will be funded in accordance with its actual duly justified eligible costs only.

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

The Coordinator is entitled to withhold any advances either due to a Defaulting Beneficiary.

The Coordinator is entitled to recover any advances already paid to a Defaulting Beneficiary.

7.1.4 Financial Consequences for a leaving Beneficiary

A Beneficiary leaving the Consortium shall refund all advances paid to it except the amount of expended eligible costs accepted by the Commission.

7.2 Payments to secondees

7.2.1 Payments to Beneficiaries' seconded ESRs/ERs

A Commission contribution of 1900€ per secondment month is made available for each Beneficiary. This will be allocated as follows: 95€ per secondment month to the

Coordinator to cover management costs and 1,805€ per secondment month to the Beneficiary subject to the following conditions having been met:

- the ESR/ER was selected by the Home Organisation he/she belongs to;
- the ESR/ER has carried out the administrative process concerning his departure in accordance with the Home Organisation rules; and
- the ESR/ER has provided the Home Organisation with his/her bank account details.

Thirty (30) days after the ESR/ER's Secondment period, the Host Organisation will provide the Home Organisation with a certificate stating:

- the relevant ESR/ER's surname and first name;
- the duration of the Secondment period

7.2.2 Payments to the Partner Organisation's seconded ESRs/ERs

The relevant Host Organisation will handle the part of the Commission contribution to cover the travel costs of the seconded ESRs/ERs from Partner Organisations.

Therefore, seconded ESRs/ERs from Partner Organisations will be paid directly by the Host Organisations in accordance with the provisions of this clause 7.

A Commission contribution of 1900€ per secondment month is made available for each seconded ESR/ER from a Partner Organisation. Payment to seconded ESRs/ERs from Partner Organisations will be directly paid from the relevant Host Organisation's bank account on the basis of 1,805€ per secondment month, providing that:

- the ESR/ER was selected by the Home Organisation he/she belongs to;
- the ESR/ER has carried out the administrative process concerning his departure in accordance with the Home Organisation's rules;
- the ESR/ER has provided the Host Organisation the following original document at least 30 days prior to the Secondment period:

1. A certificate from the ESR/ER's Home Organisation signed by its duly authorised representative mentioning:

- The name, forename and function of the selected ESR/ER;
- The name of the ESR/ER's laboratory/department; and
- The number of secondment months allowed.

2. Bank details of the ESR/ER

Furthermore, thirty (30) days after the Secondment period, the Host Organisation will provide the Home Organisation and the Coordinator with a copy of a certificate stating:

- the ESR/ER's surname and first name; and
- the duration of the Secondment period.

The remaining 95€ is allocated to the Coordinator to cover management costs.

8. INTELLECTUAL PROPERTY

8.1 Joint Ownership

8.1.1 Where no joint ownership agreement has yet been concluded:

- (a) each of the joint owners shall be entitled to Use their jointly owned Foreground on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- (b) each of the joint owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
 - at least 45 days' prior notice must be given to the other joint owner(s); and
 - fair and reasonable compensation must be provided to the other joint owner(s).

8.2 Transfer of Foreground

8.2.1 In principle, each Party may transfer ownership of its own Foreground following the procedures of the Grant Agreement Article II.26.

8.2.2 The transferring Party shall give at least forty-five (45) days' prior written notice to the other Parties of the envisaged transfer.

8.2.3 The other Parties may object to such transfer according to the Grant Agreement Article II.27.3.

8.2.4 The transferring Party shall ensure that the rights of the other Parties will not be affected by such transfer.

8.3 Ownership of Foreground generated during Placements and Secondments

8.3.1 Subject always to 8.4 below, the Parties hereby agree that in respect of any Foreground generated by an ESR and/or ER whilst on a placement or secondment with a Party to the Project ('Host Organisation'), that such Foreground shall belong to the Host Organisation, and the Party employing the ER/ESR, or with which the ESR is registered as a student ('Home Organisation'), shall assign such Foreground to the relevant Host Organisation.

8.3.2 The Home Organisation will have the right to publish any such Foreground developed at the Host Organisation, provided that it complies with the protocol set out in Article II.29 of the Grant Agreement and clause 8.4 below.

8.3.3 The Host Organisation shall grant the other Parties Access Rights to the Foreground generated by the seconded ER/ ESR in accordance with the provisions of clause 9.

8.4 Dissemination

8.4.1 Publication

Dissemination activities including, but not restricted to, publications and presentations shall be governed by the procedure of Article II.29 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties concerned at least forty-five (45) days before the publication. Any objection to the planned publication shall be justified and made, in accordance with the Grant Agreement, in writing to the Coordinator and to any Party concerned within thirty (30) days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted subject to the final approval of the Coordinator and any requisite governmental approvals (in accordance with clause 8.4.5 below).

An objection is justified if:

- (a) the objecting Party's legitimate academic or commercial interests are compromised by the publication; or
- (b) the protection of the objecting Party's Foreground or Background is adversely affected.

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

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 actions are performed following the discussion.

8.4.2 Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party shall not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with that Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 8.4.1 is not considered as an approval.

8.4.3 Cooperation obligations

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

8.4.4 Use of names, logos or trademarks

Nothing in this 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.

8.4.5 Government Approval

The Parties acknowledge that publications may be subject to approval by the government(s) of the relevant publishing Party/ies and each such Party shall be responsible for obtaining the appropriate approval(s).

9. ACCESS RIGHTS

9.1 Background covered

- 9.1.1 In accordance with and subject to the provisions of the Grant Agreement, any Party may enter in Schedule 1 any specific Background excluded from the obligation to grant Access Rights in accordance with the provisions of this Agreement. All other Background, except that listed in Schedule 1, shall be available for the granting of Access Rights in accordance with the provisions of this Agreement.

9.2 General Principles

- 9.2.1 Each Party shall implement its tasks in accordance with Annex I of the Grant Agreement and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.
- 9.2.2 Parties shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights.
- 9.2.3 Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.
- 9.2.4 Access Rights shall be free of any administrative transfer costs.
- 9.2.5 Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties.
- 9.2.6 Foreground and Background shall be used only for the purposes for which Access Rights to it have been granted.
- 9.2.7 All requests for Access Rights shall be made in writing.
- 9.2.8 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.
- 9.2.9 The requesting Party must show that the Access Rights are Needed.

9.3 Access Rights for implementation

- 9.3.1 Access Rights to Foreground and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis.

9.4 Access Rights for Use

- 9.4.1 Access Rights to Foreground if Needed for Use of a Party's own Foreground including for third-party research shall be granted on Fair and Reasonable conditions subject to a separate written agreement between concerned Parties.
- 9.4.2 Access rights for internal research activities shall be granted on a royalty-free basis.
- 9.4.3 Access Rights to Background if Needed for Use of a Party's own Foreground shall be granted on Fair and Reasonable conditions subject to a separate written agreement between concerned Parties.
- 9.4.4 A request for Access Rights may be made up to twelve (12) months after the end of the Project or, in the case of clause 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

9.5 Access Rights for Affiliated Entities

- 9.5.1 Affiliated Entities have Access Rights under the conditions of the Grant Agreement, Article II.33.3. Such Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement. Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse. Further arrangements with Affiliated Entities may be negotiated in separate agreements. Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party.

9.6 Additional Access Rights

For the avoidance of doubt, any grant of Access Rights not covered by the Grant Agreement or this 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

All Foreground developed before the accession of the new Party shall be considered to be Background with regard to said new Party.

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 PMG 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 Foreground developed until the date of the termination of its participation.

It may request Access Rights within the period of time specified in clause 9.4.4.

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 Agreement as if it had remained a Party for the whole duration of the Project.

SECONDMENTS

10.1 Responsibilities of Home Organisations

- 10.1.1 Each Home Institution shall provide adequate supervision to any research undertaken in connection with the Project by the ER or ESR which it employs.
- 10.1.2 Where an ER or ESR is seconded to a Host Organisation ("Secondee"), the Home Organisation, shall retain its duties as employer, and pay and manage the Secondee pursuant to all applicable legislation and its own internal policies.
- 10.1.3 The Home Organisation shall ensure that the Secondees which it employs are covered by its health insurance policy cover for any period that any such Secondee is living, studying and travelling abroad, including for any period on secondment, in connection with the Project.
- 10.1.4 The Home Organisation shall procure that the Secondees which it employs will, when on secondment, comply with the Host Organisation's internal health and safety policies (as notified to the Secondee) whilst working at the Host Organisation's premises.

10.2 Responsibilities of Host Organisations

10.2.1 Host Organisations shall:

- not be responsible for the payment or waiver of any cost associated with accommodation, board or travel expenses of a Secondee;
- inform Secondees, and their Home Organisation, of any risks to which the Secondee may be exposed on their premises as required by applicable health and safety legislation and practices; and
- comply with all applicable health and safety legislation and practices in connection with a Secondee and ensure that the Secondee receives appropriate training, as required, in respect of all such practices.

11. NON-DISCLOSURE OF INFORMATION

- 11.1 The Parties shall be bound by, and comply with, the provisions of Article II.9 of the Grant Agreement. The confidentiality obligations under this Agreement and the Grant Agreement shall not prevent the communication of Confidential Information to the European Commission.

12. MISCELLANEOUS

- 12.1 In case the terms of this 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 Agreement, the latter shall prevail.
- 12.2 Should any provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.
- 12.3 The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.
- 12.4 Any notice to be given under this Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

Formal notices:

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

Other communication:

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

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

- 12.5 No rights or obligations of the Parties arising from this Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.
- 12.6 Nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.
- 12.7 This Agreement may be executed in any number of counterparts, each which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 12.8 This Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

12.9 This Agreement shall be construed in accordance with and governed by the laws of Belgium, excluding its conflict of law provisions, and the sole competent courts shall be the courts of Brussels. All disputes arising in connection with this Agreement which cannot be settled amicably within ninety (90) calendar days shall be finally settled by the competent court.

IN WITNESS whereof this Agreement has been executed by the Parties as of the day and year first above written

For and on behalf of

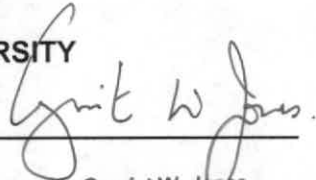
CARDIFF UNIVERSITY

Signature: _____

Name: _____

Position: _____

Date: _____



Geraint W. Jones
~~Director~~
Research, Innovation & Enterprise Services

3 April, 2014.

For and on behalf of

ISTITUTO ZOOPROFILATTICO SPERIMENTALE OF PUGLIA AND BASILICATA

Signature:



Name:

Doriano Chiocco

Position:

Director of IZS PB

Date:

30/01/2014



Date: _____

For and on behalf of

KAFKAS UNIVERSITY

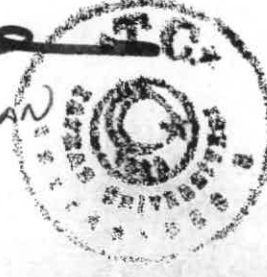
Signature: _____

Name: _____

Position: _____

Date: _____

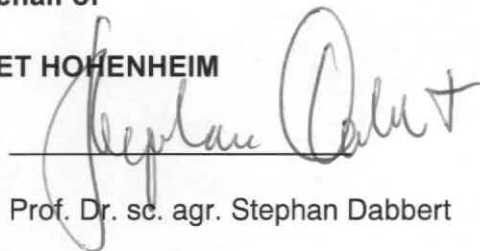
Prof. Dr. Sami ÖZCAN
Rektor
14.11.2013



For and on behalf of

UNIVERSITAET HOHENHEIM

Signature:

A handwritten signature in dark ink, appearing to read 'Stephan Dabbert', is written over a horizontal line.

Name: Prof. Dr. sc. agr. Stephan Dabbert

Position: President

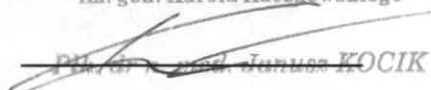
Date:

17. März 2014

For and on behalf of

DYREKTOR
Wojskowego Instytutu
MILITARY INSTITUTE OF HYGIENE AND EPIDEMIOLOGY
im. gen. Karola Kaczkowskiego

Signature:


PH.Dr. med. Janusz KOCIK

Name: col. M. D. PhD Janusz Kocik

Position: Director

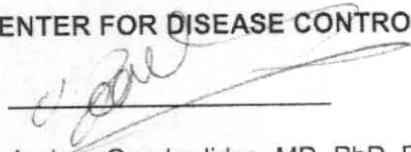
Date:

13 LUT. 2014

For and on behalf of

NATIONAL CENTER FOR DISEASE CONTROL AND PUBLIC HEALTH

Signature:

A handwritten signature in dark ink, appearing to be 'Amiran Gamkrelidze', written over a horizontal line.

Name: Amiran Gamkrelidze, MD, PhD, Professor

Position: General Director

Date: January 28, 2014

For and on behalf of

ILIA STATE UNIVERSITY

Signature:

Name: Prof. Giga Zedania

Position: Rector

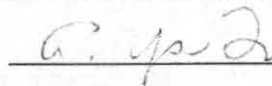
Date: 03.04.2014



For and on behalf of

G. ELIAVA INSTITUTE OF BACTERIOPHAGES, MICROBIOLOGY AND VIROLOGY

Signature:



Name:

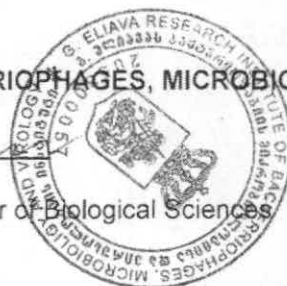
Revaz Adamia, Doctor of Biological Sciences

Position:

Director

Date:

January 26, 2014



For and on behalf of

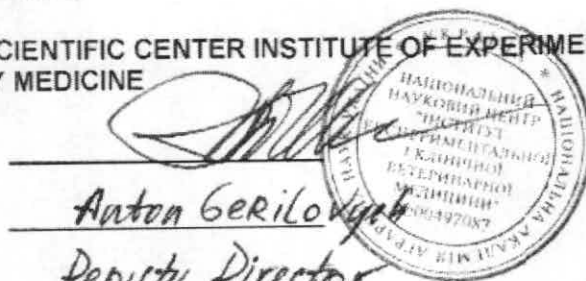
NATIONAL SCIENTIFIC CENTER INSTITUTE OF EXPERIMENTAL AND CLINICAL
VETERINARY MEDICINE

Signature: _____

Name: _____

Position: _____

Date: _____



Anton Gerilovych

Deputy Director

6-02-2014

SCHEDULE 1

BACKGROUND EXCLUDED

Cardiff University

Cardiff University excludes the following Background from the obligation to grant Access Rights:

- (a) All Background generated by Cardiff University other than by those directly involved in the Project;
- (b) All Background that Cardiff is unable to grant Access Rights to due to existing or pending third party rights;
- (c) All Background generated by those directly involved in the Project which is outside the scope of or not directly related to the Project.

UHOH

UHOH excludes the following Background from the obligation to grant access rights:

- (a) All background generated by UHOH other than by those directly involved in the Project;
- (b) All background that UHOH is unable to grant access rights to due to existing or pending third party rights;
- (c) All background generated by those directly involved in the Project which is outside the scope of or not directly related to the Project.

EIG

EIG excludes the following Background from the obligation to grant Access Rights:

- (a) All background generated by UHOH other than by those directly involved in the Project;
- (b) All background that UHOH is unable to grant access rights to due to existing or pending third party rights;
- (c) All background generated by those directly involved in the Project which is outside the scope of or not directly related to the Project.

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

SCHEDULE 2

EXTERNAL ETHICS COMMITTEE

The EEC members shall be:

- Dr. Darrell R. Galloway, Former Director of the Joint Science & Technology Office of the Defense Threat Reduction Agency, U.S. Department of Defense, Washington D.C.
- Professor Mehmet Doganay, is head of the Department of Infectious Diseases, Faculty of Medicine, Erciyes University, Kayseri, Turkey.
- Allan Bennett, General Project Manager, Public Health England, UK.