



HORIZON 2020
MSCA – RISE



VAHVISTUS

PARTNERSHIP AGREEMENT

**Marie Skłodowska-Curie Actions (MSCA)
Research and Innovation Staff Exchange (RISE)**

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PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “the Rules”), and the European Commission Multi-Beneficiary General Model Grant Agreement and its Annexes, and is made on December 29, 2016, hereinafter referred to as the Effective Date

BETWEEN:

UNIVERSITY OF HELSINKI (HELSINGIN YLIOPISTO)
Department of Chemistry
A.I.Virtasen aukio 1
FI-00014 Helsingin yliopisto
Finland

acting also as the Coordinator,

and

NATIONAL RESEARCH COUNCIL (CONSIGLIO NAZIONALE DELLE RICERCHE)
Institute for Polymers, Composites and Biomaterials
via Campi Flegrei 34
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Italy

and

INSTITUTE OF ORGANIC CHEMISTRY
of the National Academy of Sciences
Murmanska str. 5,
UA-02660, Kyiv
Ukraine

and

FARMAK, Joint Stock Company
Frunze str. 63
UA-04080, Kyiv
Ukraine

As Beneficiaries,

And

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
207 Grinter Hall
Gainesville, FL 32611
USA

and

IBN-TOFAÏL UNIVERSITY
Campus Universitaire B.P 242,
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MOROCCO

and

NATIONAL INSTITUTE OF AMAZONIAN RESEARCH
Laboratory of Leishmaniasis and Chagas Disease
and Laboratory of Malaria and Dengue
André Araujo Av. 2936, Aleixo
CEP 69060-001, Manaus (AM)
BRAZIL

As Partner Organisations

together the “Parties”.

WHEREAS:

- a) The European Commission (EC) acting through its Research Executive Agency (REA) has entered into a Grant Agreement, Number 734759 (the “Grant Agreement”) for the Project MSCA-RISE-2016-734759, acronym Vahvistus (the “Project”).
- b) The Coordinator and Beneficiaries are parties to the Grant Agreement and have concluded a Consortium Agreement amongst themselves to govern the distribution of funding, management of the Project and intellectual property matters.
- c) The Parties wish to conclude a supplementary agreement (“Partnership Agreement”) to govern the arrangements for Staff Members moving between the Beneficiary and Partner Organisations and any other relevant Project aspects, including but not limited to the distribution of funding, management of the Project and intellectual property ownership and access.

Accordingly, the Parties agree as follows:

Section 1: Definitions

In addition to the definitions in the Grant Agreement the words defined below shall have the following meaning:

'Beneficiary' or **'Beneficiaries'** - means organisations that are signatories to the Grant Agreement.

'Defaulting Party' means a Party which the Management Board has identified to be in breach of this Partnership Agreement, and/or the Consortium Agreement, and/or the Grant Agreement as specified in Section 2.4 of this Partnership Agreement.

'Description of Action' means the description of the work and the related agreed budget as first defined in the Grant Agreement Annexes 1 and 2, which may be updated by the Management Board.

'Exploitation' - means the use of Results in further research activities other than those covered by the Project or in developing, creating and marketing a product or process or in creating and providing a service or in standardisation activities.

'Hosting Institution' – means the Beneficiary or Partner Organisation that hosts the Secondment period of the Staff Member.

"Needed" shall mean:

- 1) that 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.
- 2) Access Rights are Needed if, without the grant of such Access Rights, the use of own Results would be technically or legally impossible.

'Partner Organisation' or **'Partner Organisation'** - means the organisations that are not signatories to the Grant Agreement. They contribute to the Project by providing training and hosting or sending staff members during secondments. The legal entity is established in a Non-Associated Third Country. The Partner Organisations are shown in Annex 1 of the Grant Agreement.

'Secondment' – means the period(s) spent by the staff member in a host institution other than his/her employing entity (including travel periods) for carrying out the Project in line with the provisions of the Grant Agreement.

'Sending Institution' - means the employer of the Staff Member or the organisation which the Staff Member is formally linked to under the nation law, either a Beneficiary or Partner Organisation.

'Staff Member' or **'Staff Members'** – means Staff Members (early-stage and experienced Staff Members), administrative, managerial, and technical staff supporting the research and innovation activities of the Project. They must have been actively engaged in or linked to research and/or innovation activities at the Sending Institution for at least 6 month (full-time equivalent) prior to the first secondment period.

Section 2: Effect and Duration

2.1 This Partnership Agreement shall have effect from the 1st of March 2017 (the **"Effective Date"**) and shall continue for **48** months unless terminated as follows:

2.2.1 A Partner Organisation may terminate this Partnership Agreement on 3 months' prior written notice to the Coordinator, upon the corresponding decision of the Management Board. If approved by the Management Board, the Coordinator shall start the Amendment to the Grant Agreement procedure as specified in the Article 55 of the Grant Agreement.

If no reasons are given or if REA considers the reasons do not justify the termination, the Agreement participation of the Partner Organisation cannot be terminated.

If the Amendment is approved by the REA, the termination will take effect on the day specified in the Amendment to the Grant Agreement.

2.1.2 Beneficiaries shall follow the arrangements set out in the Consortium Agreement.

2.3 The provisions of this Partnership Agreement, which due to their nature are meant to survive any termination or expiration of the Partnership Agreement, shall do so.

2.4 In the event the Management Board identifies a breach by a Party of its obligations under this Partnership Agreement, or the 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 Management Board, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days.

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

Section 3: Secondment of Staff Members

3.1 Any Staff Member visiting a Beneficiary or Partner Organisation as part of the Project shall have the status of Marie Curie Fellow at the Hosting Institution.

3.2 The Parties agree to obey the following obligations in the performance of the Secondments under the Project. These obligations are independent of the funding of a particular Secondment and apply equally to all Secondments performed under the Project.

In relation to the Secondments:

3.2.1 The Hosting Institution shall, subject to restrictions under applicable data protection law, labour laws or other applicable law or regulation:

- make available to the Staff Member as necessary the means, including the Hosting Institution's infrastructure, equipment and products, for implementing the Project in the scientific and technical fields concerned; and
- provide reasonable assistance to the Staff Member and the Sending Institution in all administrative procedures such as visas and work permits required by the relevant authorities of the country of the Hosting Institution.

3.2.2 The Sending Institution will remain the employer of the Staff Member or will continue to be linked to him/her under the national law during the Secondment and continue to pay and manage the Staff Member according to its national legislation and internal policies. No employment contract or other similar relationship shall be

constituted between the Hosting Institution and the Staff Member arriving to its facilities. The Sending Institution shall be responsible for ensuring that Staff Members are covered by appropriate health and travel insurance during the Secondment according to Sending Institution's internal procedures, including, but not limited to, policies on foreign travel.

3.2.3 Staff Members visiting the Hosting Institution are required to comply with the Hosting Institution's internal policies as well as with all general or special rules of health and safety in place at the premises of the Hosting Institution. The Hosting Institution agrees to inform the visiting Staff Member and the Sending Institution of any known risks to which its employees may be exposed at the Hosting Institution premises.

3.2.4 The Hosting Institution will keep adequate records and other supporting documentation to prove that the secondment took place and will make these available to the Sending Institution on request.

3.2.5 Both Hosting Institution and Sending Institution shall ensure that the Staff Member devotes himself/herself full-time to the research activities during the Secondment.

3.2.6 In the event that either the Hosting Institution or Sending Institution is obliged by their internal regulations to put in place a Secondment Agreement, they may choose to conclude such an agreement prior to the planned Secondment. The agreement may include but not be limited to: intellectual property rights, in particular to access to Background, the use of Results, publicity, and confidentiality. The terms of this Secondment Agreement should not be in conflict with the terms of this Partnership Agreement.

Section 4: Warranties and Liabilities

4.1 In respect of any information or materials (incl. Results and Background) supplied to a Party 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 another Party exercising its Access Rights.

4.2 No Party to this Partnership Agreement shall be responsible to the other 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 arising from the conduct of the Project, provided such damage was not caused by a wilful act or gross negligence.

A Party's aggregate liability towards the other Parties collectively shall be limited to the Party's share of the total costs of the Project except in the case of Intellectual Property infringement and provided such damage was not caused by a wilful act or gross negligence.

The limitation of liability does not apply to damages for death or personal injury. The terms of this Partnership Agreement shall not be construed to amend or limit any Party's statutory liability.

4.3 No Party shall be considered to be in breach of this Partnership Agreement if it is prevented from fulfilling its obligations under the Partnership Agreement by Force Majeure. Any situation constituting Force Majeure must be formally notified to the other Parties without undue delay, stating the nature, likely duration and foreseeable effects.

The Parties must immediately take all the necessary steps to limit any damage due to Force Majeure and do their best to resume implementation of the action as soon as possible.

Section 5: Financial provisions

The financial contribution of the REA to the Project shall be distributed between the Beneficiaries according to the Annex 1 to the Grant Agreement and managed by them as specified in the Section 7 of the Consortium Agreement.

No fund shall be transferred to Partner countries.

The Beneficiaries shall take care of the incoming fellows from the eligible third country Institution, viz. Ibn-Tofaïl University, Kenitra, Morocco.

Section 6: Governance structure

6.1 General structure

The Management Board is the decision-making body of the Consortium.

The Coordinator is the Beneficiary acting as a single point of contact between the Participants and the REA. 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 Partnership Agreement.

6.2 Management Board

The Project will be managed by the Management Board (MB) that comprises all Participant Team Leaders, the Data Communication & Exploitation Manager (DCEM) and chaired by the Project Co-ordinator (the leader of the University of Helsinki team).

The MB will comprise one decision-making representative from each VAHVISTUS Beneficiary and Partner Organisation, and the DCEME. Each MB member has one equal vote and shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.6 of this Partnership Agreement.

The Coordinator shall chair all meetings of the Management Board, unless decided otherwise by the Management Board.

The Parties agree to abide by all decisions of the Management Board.

This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Partnership Agreement.

6.3 Operational procedures for the Management Board

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 Coordinator shall convene ordinary meetings of the Management Board at least annually and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.2.2 Notice of a meeting:

The Coordinator shall give notice in writing 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 Coordinator shall send each Member a written original 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 MB Members must be identified as such on the agenda.

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

6.3.2.5 During a meeting of the Management Board the Members present or represented can unanimously agree to add a new item to the original agenda.

6.3.2.6 Any decision may also be taken without a meeting if the chairperson circulates to all Members a written document which is then signed by the defined majority of the MB Members (see Section 6.3.3 of this Partnership Agreement). Such document shall include the deadline for responses.

6.3.2.7 Meetings of the Management Board may also be held by teleconference or other telecommunication means.

6.3.2.8 Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.5 of this Partnership Agreement.

6.3.3 Voting rules and quorum

6.3.3.1 The Management Board shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

6.3.3.2 Each MB Member of a Party shall have one vote.

6.3.3.3 Defaulting Parties may not vote.

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

6.3.4 Veto rights

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

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

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

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

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

6.3.5 Minutes of meetings

6.3.5.1 The Coordinator shall produce written minutes of each MB meeting which shall be the formal record of all decisions taken. He shall send draft minutes to all Members within 10 calendar days of the meeting.

6.3.5.2 The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the Coordinator with respect to the accuracy of the draft of the minutes.

6.3.5.3 The Coordinator shall send the accepted minutes to all the Members of the Management Board, and the Coordinator shall safeguard them. If requested, the Coordinator shall provide authenticated duplicates to Parties.

6.3.6 Decisions of the Management Board

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

The decisions taken by the Management Board shall include (but not be limited to):

- Evaluation of the technical and scientific progress on the basis of reports given by the Work Package leaders;
- Decisions about the strategy and the schedule of the project, changes or new procedures;
- Decisions on technical re-orientations proposed by the participants;
- Fulfilment of the Data Management Plan;
- Decisions on dissemination, exploitation, and communication issues;
- Content, finances, and intellectual property rights;
- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed with the REA
- Modifications to the Partnership Agreement;
- Entry of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party (to be agreed with the REA);
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal (to be agreed with the REA);
- Identification of a breach by a Party of its obligations under this Partnership Agreement or the Grant Agreement;
- Declaration of a Party to be a Defaulting Party;
- Remedies to be performed by a Defaulting Party;
- Termination of a Defaulting Party's participation in the Consortium and measures relating thereto;
- Proposal to the REA for a change of the Coordinator;
- Proposal to the REA for suspension of all or part of the Project;
- Proposal to the REA for termination of the Project and the Partnership Agreement.

In the case of abolished tasks as a result of a decision of the Management Board, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4 Coordinator

6.4.1 The Coordinator shall be the intermediary between the Parties and the single point of contact with the REA and shall perform all tasks assigned to it as described in the Grant Agreement and in this Partnership Agreement.

6.4.2 In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations;
- keeping the address list of the MB Members and other contact persons updated and available;
- collecting, reviewing and submitting information on the progress of the Project and reports and other deliverables (including financial statements and related certification) to the REA;

- preparing the meetings, proposing decisions and preparing the agenda of Management Board meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings;
- prompt transmission of documents and information connected with the Project;
- administering the financial contribution of the REA and fulfilling the financial tasks described in Section 7.3;
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

6.4.3 If the Coordinator fails in its coordination tasks, the Members of the Management Board may propose to the REA to change the Coordinator.

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

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

Section 7: Ownership of Results and Access Rights

Regarding Results, Articles 26.1 - 26.5 of the Grant Agreement shall apply to all Parties as if they were Beneficiaries, with the following additions:

7.1 Joint Ownership

Unless otherwise agreed in the Joint Ownership Agreement executed between the Parties:

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

7.2 Transfer of Results

7.2.1 Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article 30.

7.2.2 A Party may identify specific third parties it intends to transfer the ownership of its Results. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

7.2.3 The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

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

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

7.3 Dissemination

7.3.1 Dissemination of own Results

7.3.1.1 During the Project and for a period of one (1) year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

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

7.3.1.2 An objection is justified if

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

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

7.3.1.3 If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by

amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

The objecting Party can request a publication delay of not more than ninety (90) calendar days from the time it raises such an objection. After ninety (90) calendar days the publication is permitted, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

7.3.2 Dissemination of another Party's unpublished Results or Background

A Party shall not publish unpublished Results or Background of another Party, even if such Results or Background is amalgamated with the Party's Results, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 7.3.1 is not considered as an approval.

7.3.3 Cooperation obligations

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

7.3.4 Use of names, logos or trademarks

Nothing in this Partnership 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.

7.3.5 Recognizing the financial support from the EU

The Parties agree to acknowledge and ensure that the Staff Members acknowledge the support of the European Union under the Marie Skłodowska-Curie Actions - Research and Innovation Staff Exchange in accordance with the Grant Agreement, especially Article 29.4, in any related publications or other media.

7.4 Exclusive licenses

Where a Party wishes to grant an exclusive licence to its Results and seeks the written waiver of the other Parties pursuant to Grant Agreement Article 30.2, the other Parties shall respond to the requesting Party within sixty (60) calendar days of the request. Any Party's failure to respond (whether in the negative or the positive) to the request within such sixty (60) calendar days shall be deemed to constitute written approval of the waiver by the non-responding Party.

Section 8: Access Rights

Regarding Access Rights, Section 3 Subsection 2 Articles 24 - 25.6 of the Grant Agreement shall apply to all Parties as if they were Beneficiaries, with the following additions:

8.1 Background included

8.1.1 In the Description of Action 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 the Description of Action shall not be the object of Access Right obligations regarding Background.

8.1.2 Any Party can propose to the Management Board to modify its Background in the Description of Action.

8.2 General Principles

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

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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis. However, subject to Section 8.4 Parties may grant Access Rights to each other on an exclusive basis.

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

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

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

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

8.3 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.

The Parties shall grant to the Staff Members that arrive to their facilities royalty-free Access Right to the Background and Results, to the extent such Background or Results are needed for carrying out the Staff Member's research and innovation activities under the Project.

8.4 Access Rights for Exploitation

8.4.1 Access Rights to Results if Needed for Use of a Party's own Results including for third-party research shall be granted on Fair and Reasonable conditions.

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

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

8.4.3 A request for Access Rights may be made up to twelve (12) months after the end of the Project or, in the case of Section 8.6.2.1.2, after the termination of the requesting Party's participation in the Project.

8.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

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

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

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

8.6 Additional Access Rights

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

8.7 Access Rights for Parties entering or leaving the Project

8.7.1 New Parties entering the Project

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.

8.7.2 Parties leaving the Project

8.7.2.1 Access Rights granted to a leaving Party

8.7.2.1.1 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 Management Board to terminate its participation in the Project.

8.7.2.1.2 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 8.4.3.

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

8.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 8 are applicable also to Software.

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

Section 9: Non-disclosure of information

9.1 Confidential Information

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”, or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within fifteen (15) calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

9.2 Commitment of non-disclosure

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

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations.

9.3 Responsibility for non-disclosure

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

9.4 Termination of confidentiality

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 is 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;

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- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure; or
- the Confidential Information is required to be disclosed in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 9.7 hereunder.

9.5 Extent of confidentiality

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.

9.6 Prevention of unauthorised disclosure

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

9.7 Measures to protect confidentiality

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

Section 10: Miscellaneous

10.1 Inconsistencies and severability

In case the terms of this Partnership 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 Partnership Agreement, the latter shall prevail.

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

10.2 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 Partnership 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

10.3 Notices and other communication

Any notice to be given under this Partnership 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 Partnership Agreement that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

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

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

10.4 Assignment and amendments

Except as set out in Section 7.2, No rights or obligations of the Parties arising from this Partnership 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 Partnership Agreement not explicitly listed in Section 5.3.6 require an approval of the Management Board and shall comply with the Article 55 of the Grant Agreement.

10.5 Mandatory national law

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

10.6 Language

VAHVISTUS Partnership Agreement

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

10.7 Applicable law

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

10.8 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to arbitration in accordance with the WIPO Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

Nothing in this Partnership Agreement shall limit the Parties' right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

Section 11: Counterparts

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

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**For the group of
THE DEPARTMENT OF CHEMISTRY
OF THE UNIVERSITY OF HELSINKI**

Signature 

Name Prof. Dr Heikki Tenhu

Position Head of the Department of Chemistry

Date December 29, 2016



Locus Sigilli

Signature of the Department of Chemistry
of the University of Helsinki

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For the group of

**THE INSTITUTE FOR POLYMERS, COMPOSITES AND BIOMATERIALS
OF THE NATIONAL RESEARCH COUNCIL (IPCB-CNR)**

Signature 

Name Prof. Cosimo Carfagna

Position Director

Date December 29, 2016



Signature of the IPCB-CNR
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For the group of

**THE INSTITUTE OF ORGANIC CHEMISTRY
OF THE NATIONAL ACADEMY OF SCIENCES (IOC-NAS)**

Signature _____

Name _____

Position _____



Prof. Dr.Sc. Vitaly Kalchenko

Director

Date December 29, 2016

Locus Sigilli

Signature of the IOC-NAS
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For the group of

FARMAK, JOINT STOCK COMPANY

Signature _____

Name _____

Position _____

Date December 29, 2016



Locus Sigilli

Signature of FARMAK JSC
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For the group of

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

Signature Stephanie Gray

Name Stephanie Gray

Position Assistant Vice President of Research

Date December 29, 2016

Locus Sigilli

Signature of the University of Florida
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VAHVISTUS Partnership Agreement

For the group of

IBN-TOFAÏL UNIVERSITY

Signature  **Le Président**

Azzeddine EL MIDAOU

Name Professor Dr Azzeddine ELMIDAOU

Position President of the Ibn Tofaïl University

Date December 29, 2016

Loan Sigill

Signature of Ibn-Tofail University
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For the group of

THE NATIONAL INSTITUTE OF AMAZONIAN RESEARCH (INPA)

Signature Luiz Renato de França
Luiz Renato de França
Diretor do INPA
Name PO. Nº 527/14 MCTI-PR
Professor Dr. Luiz Renato da França
Position Director



Date December 29, 2016

Locus Sigilli

Signature of the National Institute of Amazonian Research (INPA)
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