Consortium Agreement

DESCA
MODEL CONSORTIUM
AGREEMENT

Driving Innovation Towards Solutions for Precision Medicine

(INNOVPRECMED)

Project number: 250072

Version [1] – [01.04.2025]

(Based on DESCA – Model Consortium Agreement for Horizon Europe, Version 2.0, February 2024)

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No. 2021/695 of the European Parliament and of the Council of 28 April 2021

establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as "Horizon Europe Regulation"),

and on the European Commission's General Model Grant Agreement and its Annexes,

This Consortium Agreement shall have the effect date as of 1st of April 2025, hereinafter referred to as the Effective Date.

BETWEEN:

1. **Mendelova univerzita v Brně**,

(MENDELU, Zemědělská 1, 613 00 Brno, Czech Republic), the Coordinator,

2. **University of Ljubljana**

(UL, Kongresni trg 12, 1000 Ljubljana, Slovenia), the partner,

3. **Fachhochschule Oberosterreich**

(FH Oberosterreich, Roseggerstrasse 15, 4600 Wels, Austria), the partner,

4. **LBG** - Ludwig Boltzmann Gesellschaft – Österreichische Vereinigung zur Förderung der wissenschaftlichen Forschung

(LBG, Nußdorfer Straße 64, 6. Stock, 1090 Wien, Austria) the partner for its executing units

Ludwig Boltzmann Institute for Traumatology

(**LBI Trauma**, Donaueschingenstr 13, 1200 Wien, Austria),

and

Ludwig Boltzmann Institute for Nanovesicular Precision Medicine

(**LBI NVPM**, Hellbrunnerstrasse 34, 5020 Salzburg, Austria),

(LBG, Nußdorfer Straße 64, 6. Stock, 1090 Wien, Austria), the partner,

5. **Biologické centrum AV ČR, v.v.i.**

(BC CAS, Branišovská 1160/31, 37005 České Budějovice, Czech Republic), the partner,

6. **European Information Technologies Certification Institute ASBL**

(EITCI, Avenue des Saisons 100-102, bte 30, 1050 Brussels, Belgium), the partner,

7. **KP Therapeutics (Europe) s.r.o.**

(KPT Europe s.r.o., Purkyňova 649/127, Medlánky, 612 00 Brno, Czech Republic), the partner,

8. **Lightly Technologies**

(Nové sady 988/2, Staré Brno, 602 00 Brno, Czech Republic), the partner,

9. **Pancrevo SRL**

(Via Nino Bixio, 20900 Monza, Italy, the partner,

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

10. **BioVendor – Laboratory medicine**

(Karásek 1767/1, 621 00 Brno), the associated partner,

11. **Wrocław University of Science and Technology**

(Politechnika Wroclawska, Wybrzeże Stanisława Wyspiańskiego 27, 50-370 Wrocław, Poland), the associated partner,

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

hereinafter, Partner(s) and Associated Partner(s), jointly or individually, referred to as ”Parties” or ”Party”, unless otherwise explicitly noted

relating to the Action entitled

[Driving Innovation Towards Solutions for Precision Medicine]

in short

[**InnovPrecMed**]

hereinafter referred to as “Project”

starting on April 1, 2025, and ending on April 30, 2027, with a sustainability period extending until December 31, 2030.

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Legal Entity of Knowledge and Innovation Community EIT Health, hereinafter referred to as the “KIC LE” as part of an EIT HEI Initiative: Innovation Capacity Building for Higher Education.

The KIC LE is a registered association created under German law, and represents one of the Knowledge and Innovation Communities within the framework of the activities of the European Institute of Innovation and Technology (“EIT”). As such, the KIC LE has signed a Grant Agreement with the EIT, hereinafter referred to as the “Grant Authority”.

Each of the Parties listed in this Agreement as Partners has entered into a bilateral Financial Support Agreement with the KIC LE. The Parties listed as Partners also intend to jointly enter into a Project Grant Agreement with the KIC LE. The Coordinator, Mendelova univerzita v Brně, is going to be designated in the Project Grant Agreement as the Lead Subgrantee and Project Leader.

Pursuant to Article 8 of the Project Grant Agreement, the Partners agreed to enter into a subsequent consortium agreement among themselves, which they now fulfil by concluding this Consortium Agreement.

The Parties listed in this Agreement as Associated Partners have not entered into Financial Support Agreements or the Project Agreements with the KIC LE, and participate in the Project solely on the basis of this Consortium Agreement.

In this Consortium Agreement, the Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the Financial Support Agreements, the Project Grant Agreement, and to transpose the requirements of the 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 Horizon Europe Regulation or in the Grant Agreement including its Annexes, or in the Project Grant Agreement of Financial Support Agreements, including their annexes.

1.2 Additional Definitions

“InnovPrecMed Management Committee”

InnovPrecMed Management Committee means a management body described in Section 6.1 of this Consortium Agreement.

“Consortium Plan”

Consortium Plan means the Description of the Action as described in the Project proposal and which may be updated by the InnovPrecMed Management Committee.

“Defaulting Party”

Defaulting Party means a Party, which the InnovPrecMed Management Committee has declared to be in breach of this Consortium Agreement and/or the Project Grant Agreement, or Financial Support Agreement, as specified in Section 4.2 of this Consortium Agreement.

“Granting Authority”

Granting Authority means the body awarding the original grant for the Project, that is the European Institute of Innovation and Technology, or EIT.

“KIC LE”

KIC LE means the Legal Entity of Knowledge and Innovation Community EIT Health: EIT Health e.V., with registered office at Mies-van-der Rohe-Straße 1C, 80807 München, Germany, which provides financial support to the Partners.

“Project Grant Agreement”

Project Grant Agreement means a multilateral agreement between the Partners and KIC LE, in which Mendelova univerzita v Brně is designated as the Lead Subgrantee and Project Leader.

“Financial Support Agreement”, or **“Financial Support Agreements”**

Financial Support Agreement or Agreements means the bilateral agreements between Partners and the KIC LE.

“Partners”

Partners means the Parties which are also parties to the Financial Support Agreements and the Project Grant Agreement.

“Associated Partners”

Associated Partners means the Parties which are not parties to the Financial Support Agreements and the Project Grant Agreement, and therefore do not directly receive any payments from KIC LE. Accordingly, any provisions of this Consortium Agreement referring to obligations or rights arising under the Financial Support Agreements or the Project Grant Agreement shall not apply to Associated Partners, unless explicitly stated otherwise.

“Project”

Project means the actions contributing to the KIC LE, which the Parties shall implement, as described and available in the Grant Management System.

“Internal Progress Report”

Internal Progress Report means a written report issued by responsible Party for each work package providing information to enable the monitoring of the status of completion of a work package.

“Background”

Background is defined as any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that cumulatively fulfills all the following three criteria:

(a) it is held by the Parties before they acceded to the Agreement,

(b) it is needed to implement the action or exploit the results, and

(c) it is listed as Background in Attachment 1 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 and Background:

Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results and Background 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.

“Work Package Leader”

Work Package Leader means a representative of the Party appointed to lead a work package, who shall coordinate the completion of activities for the tasks in the relevant work package.

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 after the Effective date 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 Project Grant Agreement and Financial Support Agreement and under this Consortium Agreement.

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

If:

- the Grant Agreement is not signed by the Granting Authority or KIC LE, or
- the Grant Agreement is terminated, or
- the Project Grant Agreement is not signed by the KIC LE or a Party, or
- the Project Grant Agreement is terminated, or
- a Party's participation in the Project Grant Agreement is terminated, or
- a Financial Support Agreement is not signed by the KIC LE or a Party, or
- a Financial Support Agreement is terminated,

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

3.3 Survival of rights and obligations

The provisions relating to Access Rights, Dissemination and Confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall be in force after 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 InnovPrecMed Management Committee 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 Project Grant Agreement, its Financial Support Agreement with KIC LE, this Consortium Agreement and obligations given in grant proposal (project deliverables) 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 Coordinator, in accordance with the governance structure of the Project, of any significant information, fact, problem or delay likely to affect the Project. The Coordinator then communicates this information to KIC LE and other Parties.

Each Party shall promptly provide all information reasonably required by the InnovPrecMed Management Committee or by a Work Package Leader to carry out its tasks.

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

There are some specific responsibilities for Associated partners. The Associated partners do not sign the Project Grant Agreement or individual Financial Support Agreement and do not receive funding from

the KIC LE and therefore do not have a right to charge costs or claim contributions from the KIC LE. Associated partners must ensure 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 partners. The coordinator will share a copy of the signed Grant Agreement and information on any amendments with the Associated partners.

The Associated Partners hereby commit to implement the Project tasks attributed to them. In connection with fulfilling their tasks the Associated Partners also commit to comply with the rules on proper implementation of the Project, conflict of interest, non-disclosure of information, information and record-keeping, communication, visibility duties, dissemination duties and ethics and values as set out in the Financial Support Agreements, and any other specific rules for carrying out Project as described in the Grant Agreement, the Project Grant Agreement or this Consortium Agreement.

The Associated Partners support the Partners regarding their exploitation, dissemination and Open Science obligation and commit to contribute to the technical and continuous reporting during and after the implementation of the Project.

Furthermore, the Associated Partners hereby explicitly agree to co-operate with and grant access to bodies (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 investigation also towards the Associated Partners.

In case of termination or being declared a Defaulting Party, the Associated Partner shall bear any reasonable and justifiable costs occurring to the other Parties for performing this Associated partners tasks.

Moreover, an Associated Partner is obliged to indemnify the other Parties for any claim of the Granting Authority against them, caused by the Associated Partner's actions or omissions during the Project implementation.

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.

4.2 Breach

In the event that the InnovPrecMed Management Committee identifies a breach by a Party of its obligations under this Consortium Agreement or the Project Grant Agreement, or its Financial Support Agreement with KIC LE (e.g. improper implementation of the Project) or failure to fulfil project deliverables, the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the InnovPrecMed Management Committee, 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 InnovPrecMed Management Committee may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities 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, the Project Grant Agreement, its Financial Support Agreement with KIC LE, and 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, the Project Grant Agreement, their Financial Support Agreements with KIC LE, and the Grant Agreement.

4.4 Specific responsibilities regarding data protection

The Parties agree that for the purpose of ensuring their compliance with 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* in the context of processing of personal data within the Project, they shall act as independent controllers. Each Party shall be responsible for fulfilling its obligations under Articles 24 to 30 of the GDPR with respect to the processing of personal data within its scope of responsibility, in particular for providing information to data subjects and for ensuring the exercise of their rights.

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the aforementioned GDPR 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.

4.5 Specific responsibilities regarding reporting and implementation

4.5.1 **Internal Progress Reports**

The Parties commit to continuously provide information on the progress of the implementation of the work packages. In particular, they shall issue an Internal Progress Report to the Work Package Leader upon request 14 days ahead of the relevant meeting of the **InnovPrecMed Management Committee**. If necessary, the Parties shall also provide the requested information to the Coordinator upon its request.

The Internal Progress Report provided should allow for an assessment of the status of completion of each work package in order to enable monitoring, e.g. through certain performance indicators as defined in a relevant Annex of the Grant Agreement, if any.

4.5.2 **Proper implementation**

Each Party shall perform its tasks in accordance with the Consortium Plan and contribute to the completion of the work package. If a work package cannot be completed, the Parties must collaborate to suggest via KIC LE an amendment of the Grant Agreement for that work package via an alternative solution.

4.5.3 **Termination reports**

A leaving Party shall issue a termination report to the InnovPrecMed Management Committee on the activities implemented by it and on the completion of its work share in the work packages it is involved in for the period until its termination takes effect.

4.5.4 **Consequences of non-compliance**

Improper reporting or implementation of the Project may lead to a breach procedure and termination of a Party's participation according to Section 4.2 of this Consortium Agreement. The Parties are aware, that their implementation may affect the completion of tasks or work packages by other Parties and that improper implementation or reporting can lead to liability in accordance with Section 5 of this Consortium Agreement, e.g. in case of reduction or recovery of funding by the KIC LE.

5 Liability towards each other

5.1 No warranties

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 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, and
- the providing Party shall inform the Coordinator and the respective recipient Parties if such third parties' rights become known to the providing Party.

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, except in case of breach of confidentiality as agreed in clause 10.

A Party's aggregate liability towards the other Parties collectively shall be limited to twice the Party's share of the total costs of the Project as identified in the Project Grant Agreement and its Financial Support Agreement with KIC LE.

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 Coordinator 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 InnovPrecMed Management Committee.

6 Governance structure

6.1 General structure

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

The **InnovPrecMed Management Committee** is the decision-making body of the consortium.

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

The **Work Package Leaders Group** is an assessment group of the Consortium without formal decision-making power. It shall assess the individual and overall implementation of the Project work packages.

6.2 Members of the InnovPrecMed Management Committee

The InnovPrecMed Management Committee 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 InnovPrecMed Management Committee, unless decided otherwise by the InnovPrecMed Management Committee, thus acting as its chairperson.

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

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.

6.3 Operational procedures for the InnovPrecMed Management Committee:

6.3.1 Representation in meetings

Any Member:

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

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings

The chairperson (the Coordinator) shall convene ordinary meetings of the InnovPrecMed Management Committee at least once every three months and shall also convene extraordinary meetings at any time upon written request of any Member. The chairperson may authorize another person to convene the meetings on their behalf.

6.3.2.2 Notice of a meeting

The chairperson (the Coordinator) 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. The chairperson may authorize another person to send the meeting notice on their behalf.

6.3.2.3 Sending the agenda

The chairperson (the Coordinator) 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. The chairperson may authorize another person to prepare and send the agenda on their behalf.

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 the chairperson/Coordinator 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 InnovPrecMed Management Committee the Members present or represented can unanimously agree to add a new item to the original agenda.

6.3.2.6

Meetings of the InnovPrecMed Management Committee 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 InnovPrecMed Management Committee a suggested decision with a deadline for responses of at least 5 calendar days after receipt by a Party and

b) the decision is agreed by the majority of all Parties (except for Associated Partners excluded from voting).

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 10 calendar days after receipt of this information.

The decision will be binding after the Coordinator sends a notification to all Members.

6.3.4 Voting rules and quorum

6.3.4.1

The InnovPrecMed Management Committee 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 InnovPrecMed Management Committee (the Coordinator) 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 (voting on and vetoing) of the InnovPrecMed Management Committee, and therefore are not counted towards any respective quorum or majority in decisions concerning:

- Financial matters, including the distribution of funding among the Partners,

- Proposals for changes to the Project Grant Agreement.

6.3.4.3

A Party which the InnovPrecMed Management Committee has declared according to Section 4.2 to be a Defaulting Party may not vote.

6.3.4.4

Decisions shall be taken by a majority 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 InnovPrecMed Management Committee 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, an eligible voting 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 (the Coordinator) shall be responsible for taking 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, who shall retain copies of them.

6.3.7 Decisions of the InnovPrecMed Management Committee

The InnovPrecMed Management Committee, 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 InnovPrecMed Management Committee:

Content, finances and intellectual property rights:

- Proposals for changes to Annexes of the Grant Agreement to be agreed by the Granting Authority such as changes resulting from suggested reallocation of tasks and budget by the Work Package Leaders Group
- the percentage of work package completion per work package as well as per Party to be reported to the KIC LE based on the assessment by the Work Package Leaders Group regarding the individual performance of single Parties in case of non-completion of work packages
- 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 9.3.2)
- 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 KIC LE for a change of the Coordinator
- Proposal to the KIC LE for suspension of all or part of the Project
- Proposal to the KIC LE 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, the Project Grant Agreement or its Financial Support Agreement with KIC LE
- 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 (e.g. Section 7.1.4)

6.4 Coordinator

6.4.1 The Coordinator shall be the intermediary between the Parties and the KIC LE and shall perform all tasks assigned to it as described in the Project Grant Agreement and the Consortium Agreement. The Coordinator shall act as the chairperson of the InnovPrecMed Management Committee.

6.4.2 In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement, Project Proposal and the Project 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 KIC LE
- preparing the meetings, proposing decisions and preparing the agenda of InnovPrecMed Management Committee 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 KIC LE 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.

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 Project Grant Agreement to the KIC LE in time.

6.4.3

If the Coordinator fails in its coordination tasks, the InnovPrecMed Management Committee may propose to the KIC LE 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 Project Grant Agreement or this Consortium Agreement.

6.4.5

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

6.5 Work Package Leaders Group

6.5.3. Responsibilities

The Work Package Leaders Group shall be responsible for:

- Keeping track of the effective and efficient implementation of the Project, based on the Consortium Plan, particularly regarding the completion of the work package activities in tasks and deliverables of each Party (see Section 4.5);

- Evaluating suggestions of the Work Package Leaders for the reallocation of tasks and budget in work packages;

- Making suggestions for amendments to Annexes of the Grant Agreement to the InnovPrecMed Management Committee, especially if restructuring is required to enable the finalization of non-completed work packages or in case of termination of a Party;

- Assessing reports presented by each Work Package Leader, which have been compiled by the Work Package Leader based on the Internal Progress Reports;

- Assessing the status or completion of each work package and preparing the periodic reporting for the work packages together with the Coordinator;

- Supporting the Coordinator in preparing meetings with the KIC LE and in preparing related information and deliverables;

- Supporting the Coordinator in the collection of information regarding the termination report and amendment procedures in case of termination of a Party's participation;

7 Financial provisions

7.1 General Principles

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

Funding is available only during the official project implementation period, which runs from April 1, 2025, to April 30, 2027. No financial support will be provided beyond this period. A project sustainability phase will follow, lasting until December 31, 2030, during which partners are expected to sustain and promote project activities without additional funding, in accordance with the rules and regulations set by the Granting Authority.

7.1.1 Distribution of Financial Contribution

The financial contribution of the KIC LE to the Project shall be distributed by the KIC LE in compliance with the Financial Support Agreements and the Project Grant Agreement, based on the project budget.

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

A Party that spends less than its allocated share of the budget or implements less units (deliverables) than foreseen shall be funded in accordance with its units/deliverables duly justified eligible costs only.

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

7.1.4 Revenue

In case a Party earns any revenue that is deductible from the total funding as set out in the Project Proposal, the deduction is only directed toward the Party earning such revenue. The other Parties' financial share of the budget shall not be affected by one Party's revenue. In case the relevant revenue is more than the allocated share of the Party as set out in the Project Proposal, the Party shall reimburse the funding reduction suffered by other Parties.

7.1.5 Financial Consequences of the termination of the participation of a Party

A Party leaving the consortium shall refund to the KIC LE any payments it has received.

In addition, 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 Parties in order to perform the leaving Party´s task and necessary additional efforts to fulfil them as a consequence of the Party leaving the consortium. The InnovPrecMed Management Committee 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 Parties

Payments to the Parties are the exclusive task of the KIC LE.

7.2.2 Payment mode

The transfer of all payments to the Parties by the KIC LE will be handled in accordance with the Project Grant Agreement and the respective Financial Support Agreements.

8 Intellectual property rights and open access

Each Party shall take appropriate measures to adequately protect any Results it generates, for an appropriate period and with appropriate territorial coverage, if such protection is possible and justified. In doing so, each Party shall take into account the prospects for commercial or industrial exploitation of the Results, the legitimate interests of the other Parties, and any other relevant considerations. Protection shall be pursued using an appropriate legal form, such as a patent, utility model, or other suitable instrument. In the case of jointly generated Results, the Parties concerned shall take these steps jointly and in mutual agreement.

In order to comply with Annex 3 of the Financial Support Agreements, which further refer to the Grant Agreement, each Party shall ensure that scientific publications relating to Results generated under the Project are published in open access, in accordance with Horizon Europe requirements. This obligation shall apply only to Results that are intended are suitable for open-access publication.

9 Results

9.1 Ownership of Results

Results are owned by the Party that generates them.

9.2 Joint ownership

Joint ownership is governed by individual Financial Support Agreements with the following additions:

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- 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.

Within the advance notice time, other joint owners may express written disagreement with the suggested transfer of joint ownership. In this case, the owner wishing to Exploit or licence the Results cannot proceed further until mutual agreement about transfer of joint ownership of all owners must be reached. If agreement on fair and reasonable compensation cannot be reached within 120 days from the moment the notice of disagreement was delivered, the sum shall be determined by a court.

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

9.3 Transfer of Results

9.3.1

Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of its Financial Support Agreements.

9.3.2

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 in compliance with the its Financial Support Agreements.

9.3.3

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, the Financial Support Agreements and the Project 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 InnovPrecMed Management Committee.

9.3.4

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 Financial Support Agreements.

9.3.5

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

9.4 Dissemination

9.4.1

For the avoidance of doubt, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 9.4 as far as Confidential Information is involved.

9.4.2 Dissemination of own (including jointly owned) Results

9.4.2.1

During the Project and for a period of sustainability 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 the Financial Support Agreements.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Financial Support Agreements 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.

9.4.2.2

An objection is justified if:

a) the protection of the objecting Party's Results would be adversely affected, or

b) the objecting Party's legitimate interests in relation to its Results 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.

9.4.2.3

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.

9.4.2.4

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.

In the case of publications with deadlines, the involved Parties will attempt to solve the issue in an amicable fashion without jeopardizing the deadline.

9.4.3 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.

9.4.4 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence 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.

9.4.5 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.

10 Access Rights

10.1 Background Included

10.1.1

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.

10.1.2

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 InnovPrecMed Management Committee is needed should a Party wish to modify or withdraw its Background in Attachment 1.

10.2 General Principles

10.2.1

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.

10.2.2

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

10.2.3

Access Rights shall be free of any administrative transfer costs.

10.2.4

Access Rights are granted on a non-exclusive basis.

10.2.5

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

10.2.6

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.

10.2.7

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

10.3 Access Rights for implementation

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

10.4 Access Rights for Exploitation

10.4.1 Access Rights to Results and Background

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 non-commercial research and for teaching activities shall be granted on a royalty free basis.

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

10.4.2

A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 10.7.2.1.2, after the termination of the requesting Party's participation in the Project.

10.5 Access Rights for entities under the same control

Entities under the same control have Access Rights under the conditions of the Financial Support Agreements' Article 1.2.9.4., which are further specified in 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".

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 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 Project Grant Agreement, the Financial Support Agreements, 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.

10.6 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Project Grant Agreement, the Financial Support 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.

10.7 Access Rights for Parties entering or leaving the consortium

10.7.1 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.

10.7.2 Parties leaving the consortium

10.7.2.1 Access Rights granted to a leaving Party

10.7.2.1.1 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 InnovPrecMed Management Committee to terminate its participation in the consortium.

10.7.2.1.2 Non-defaulting Party

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

It may request Access Rights within the period of time specified in Section 10.4.2.

10.7.2.2 Access Rights to be granted by any leaving Party

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

10.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 10 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.

11 Non-disclosure of information

11.1

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

11.2

The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Project Grant Agreement and Financial Support Agreements, for a period of 5 years after the final payment of the KIC LE:

- 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, with reasonable effort and fair costs, on request all Confidential Information that has been disclosed to the Recipient including all copies thereof and to delete all information stored in a machine-readable form to the extent possible within reasonable effort and fair costs. The Recipient 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.

11.3

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.

11.4

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 Financial Support Agreements;
- 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, 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 11.7 hereunder.

11.5

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.

11.6

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.

11.7

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, 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.

12 Miscellaneous

12.1 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 9.3.2)
- Attachment 4 (Identified entities under the same control)

In case the terms of this Consortium Agreement are in conflict with the terms of the Financial Support Agreements or the Project 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.

The Parties agree to comply with the provisions of the Grant Agreement to the extent that they are expressly referred to in this Consortium Agreement, in the Financial Support Agreements, or in the Project Grant Agreement. In the event of any conflict between such referenced provisions and the terms of this Consortium Agreement, the provisions of the Grant Agreement 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.

12.2 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.

12.3 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 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 other means of communications such as e-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.

12.4 Assignment and amendments

Except as set out in Section 9.3, 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 require a separate written agreement to be signed between all Parties.

12.5 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.

12.6 Language

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

12.7 Applicable law

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

12.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

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.

13 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.

The signature of a Party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each Party receives a fully executed copy of this Consortium Agreement. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.

MENDELOVA UNIVERZITA V BRNĚ

Signature(s) 

Name(s) Prof. Dr. Ing. JAN MAREŠ

Title(s) Rector

Date 8/28/2025

UNIVERSITY OF LJUBLJANA

Signature(s) Signed by: [redacted]

Name(s) Prof. dr. Gregor Majdič

Title(s) Rector

Date 9/3/2025

FACHHOCHSCHULE OBERÖSTERREICH

Signature(s) Signiert von: [redacted]

Name(s) FH-Prof. DI Dr. Michael Rabl MBA

Title(s) Managing Director

Date 9/5/2025

LBG - Ludwig Boltzmann Gesellschaft – Österreichische Vereinigung zur Förderung der wissenschaftlichen Forschung

Signature(s) DocuSigned by: [redacted]

Name(s) Elvira Welzig

Title(s) Managing Director

Date 8/28/2025

Signature(s) DocuSigned by: [redacted]

Name(s) Marisa Radatz

Title(s) Managing Director

Date 9/15/2025

Biologické centrum AV ČR, v.v.i.

Signature(s) Signed by: [redacted] 96E37FFFB15E4BA...

Name(s) prof. RNDr. Libor Grubhoffer, CSc., dr. h. c. mult.

Title(s) Director

Date 8/29/2025

EUROPEAN INFORMATION TECHNOLOGIES CERTIFICATION INSTITUTE ASBL

Signature(s) Signed by: [redacted]

Name(s) Witold Jacak

Title(s) Chair of the Board of Directors

Date 9/8/2025

KP THERAPEUTICS (EUROPE) S.R.O.

Signature(s) 

Name(s) Nicholas G. A. Weaver

Title(s) Managing Director

Date 9/5/2025

LIGHTLY TECHNOLOGIES

Signature(s) Signed by: [redacted]

Name(s) Monika Štěpánová

Title(s) CEO

Date 9/3/2025

PANCREVO SRL

Signature(s) Signed by: [redacted]

Name(s) Dr. Raffaella Manzotti

Title(s) CMC & RA Executive Officer

Date 8/28/2025

BIOVENDOR – LABORATORY MEDICINE

Signature(s) DocuSigned by: [redacted]

Name(s) MVDr. Michal Kostka

Title(s) CEO

Date 8/28/2025

WROCŁAW UNIVERSITY OF SCIENCE AND TECHNOLOGY

Signature(s) Signed by: [redacted]

Name(s) prof. dr hab. inż. Dariusz Łydżba

Title(s) Vice-Rector

Date 11/6/2025

Attachment 1: Background Included

The purpose of this attachment is to identify Background, and thus to fulfill its definition listen in Section 1.2, as well as the Parties' obligation to identify Background, set down in Section 10.1.

As to MENDELOVA UNIVERZITA V BRNĚ, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how or information of MENDELOVA UNIVERZITA V BRNĚ is Needed by another Party for implementation of the Project or Exploitation of that other Party´s Results.

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

As to **UNIVERSITY OF LJUBLJANA**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how or information of **UNIVERSITY OF LJUBLJANA** is Needed by another Party for implementation of the Project or Exploitation of that other Party´s Results.

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

As to **FACHHOCHSCHULE OBEROSTERREICH**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how or information of **FACHHOCHSCHULE OBEROSTERREICH** is Needed by another Party for implementation of the Project or Exploitation of that other Party´s Results.

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

As to **WROCŁAW UNIVERSITY OF SCIENCE AND TECHNOLOGY**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how or information of **WROCŁAW UNIVERSITY OF SCIENCE AND TECHNOLOGY**

is Needed by another Party for implementation of the Project or Exploitation of that other Party´s Results.

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

As to **LBG**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how or information of **LBG** is Needed by another Party for implementation of the Project or Exploitation of that other Party´s Results.

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

As to **Biologické centrum AV ČR, v.v.i**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how or information of **Biologické centrum AV ČR, v.v.i** is Needed by another Party for implementation of the Project or Exploitation of that other Party´s Results.

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

As to **EUROPEAN INFORMATION TECHNOLOGIES CERTIFICATION INSTITUTE ASBL**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how or information of **EUROPEAN INFORMATION TECHNOLOGIES CERTIFICATION INSTITUTE ASBL** is Needed by another Party for implementation of the Project or Exploitation of that other Party´s Results.

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

As to **KP THERAPEUTICS (EUROPE) S.R.O**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how or information of **KP THERAPEUTICS (EUROPE) S.R.O** is Needed by another Party for implementation of the Project or Exploitation of that other Party´s Results.

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

As to **LIGHTLY TECHNOLOGIES**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how or information of **LIGHTLY TECHNOLOGIES** is Needed by another Party for implementation of the Project or Exploitation of that other Party´s Results.

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

As to **PANCREVO SRL**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how or information of **PANCREVO SRL** is Needed by another Party for implementation of the Project or Exploitation of that other Party´s Results.

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

As to **BIOVENDOR – LABORATORY MEDICINE**, it is agreed between the Parties that, to the best of their knowledge:

No data, know-how or information of **BIOVENDOR – LABORATORY MEDICINE** is Needed by another Party for implementation of the Project or Exploitation of that other Party´s Results.

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

Attachment 2: Accession document

ACCESSION

of a new Party to

[**InnovPrecMed Consortium Agreement, version 1ST of April 2025**

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Project 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].

[**MENDELOVA UNIVERZITA V BRNĚ**]

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 representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[**MENDELOVA UNIVERZITA V BRNĚ**]

Signature(s)

Name(s)

Title(s)

Attachment 3: List of third parties for simplified transfer according to Section 9.3.2.

Attachment 4: Identified entities under the same control according to Section 10.5

1. Ludwig Boltzmann Gesellschaft

(LBG, Nußdorfer Straße 64, 6. Stock, 1090 Wien, Austria), the Party has the following entities other control, in respect to Section 10.5:

Ludwig Boltzmann Institute for Traumatology

(LBI Trauma, Donaueschingenstr 13, 1200 Wien, Austria), the partner,

Ludwig Boltzmann Institute for Nanovesicular Precision Medicine

(LBI NVPM, Hellbrunnerstrasse 34, 5020 Salzburg, Austria), the partner,