

DELIBERAZIONE DELLA GIUNTA REGIONALE 20 febbraio 2023, n. 156

**Programma HORIZON Europe 2021-2027. Progetto Mistral. Partecipazione.**

L'Assessore allo Sviluppo economico, Ing. Alessandro Delli Noci, sulla base della relazione istruttoria espletata dal Dipartimento Sviluppo Economico di concerto con la Sezione Ricerca e Relazioni Internazionali e la Sezione Trasformazione Digitale, riferisce quanto segue.

**Premesso che:**

- l'ambiente è uno dei fattori determinanti più cruciali della salute. Il rapporto *Global Burden of Disease*, stima un impatto emergente in termini di disabilità e riduzione della qualità della vita in tutto il mondo, in particolare per le popolazioni che invecchiano. È probabile che una delle cause profonde di questo declino derivi dall'interazione di fattori di rischio socio-ambientali e condizioni sub-cliniche e dal conseguente aumento delle malattie primarie non trasmissibili (demenza, BPCO, cardiopatie cerebrovascolari e ischemiche croniche). I percorsi causali della natura multidimensionale di queste interazioni sono ancora per lo più sconosciuti;
- in questo scenario complesso, dove la relazione tra esposizione ed esiti è così diversa e sfaccettata, il processo di *Health Impact Assessment* (HIA) è lo strumento standard che fornisce una visione d'insieme della materia, dallo screening dei fattori di rischio per la salute, all'introduzione di nuove politiche sanitarie e il monitoraggio degli effetti;
- ad oggi è ancora scarsamente approfondito un approccio digitale completo per la HIS che possa adattarsi dinamicamente alla variabilità dei determinanti e alla loro interazione;
- nel processo di trasformazione dei dati in conoscenza, un ruolo fondamentale è svolto dall'intelligenza artificiale che consente di estrarre conoscenza da archivi sempre più grandi in modo sempre più veloce e preciso, individuando relazioni, modelli, "pattern". Il ruolo dell'intelligenza artificiale è particolarmente importante nel settore della sanità, da una parte perché l'utilizzo sempre più diffuso del digitale sta facendo incrementare in modo vertiginoso la quantità di dati, dall'altra perché questo settore ha avviato un percorso di miglioramento della qualità dei servizi e di "attenzione ai pazienti" basato sulla disponibilità di un livello di conoscenza sempre più accurato;
- gli algoritmi di Intelligenza Artificiale (IA) offrono pertanto innumerevoli possibilità innovative e ad alte prestazioni per le implementazioni HIA, migliorando l'elaborazione e il ridimensionamento di informazioni e dati complessi.

**Rilevato che:**

- nella convinzione che l'intelligenza artificiale rientri tra le priorità dell'agenda politica dell'Unione europea futura, il Parlamento Europeo ha adottato un intenso programma di azione sul tema IA;
- una definizione di intelligenza artificiale è contenuta nella Comunicazione della Commissione al Parlamento Europeo, al Consiglio, al Comitato economico e sociale europeo e al Comitato delle Regioni, "L'intelligenza artificiale per l'Europa" [COM (2018) 237 final], secondo la quale con tale espressione si indicano "sistemi che mostrano un comportamento intelligente analizzando il proprio ambiente e compiendo azioni, con un certo grado di autonomia, per raggiungere specifici obiettivi". Essi possono consistere in software che agiscono nel mondo virtuale (per esempio assistenti vocali, software per l'analisi delle immagini, motori di ricerca, sistemi di riconoscimento vocale e facciale) oppure incorporare l'IA in dispositivi hardware (per esempio in robot avanzati, auto a guida autonoma, droni o applicazioni dell'Internet delle cose);
- nell'ambito del quadro finanziario pluriennale 2021-2027 sono riservati importanti investimenti all'intelligenza artificiale nell'ambito dei programmi "Horizon Europe" che vede il settore sanitario presente nel Cluster *Health*;
- l'obiettivo del cluster *Health* è rispondere alle principali sfide sanitarie della società contemporanea per proteggere la salute e il benessere dei cittadini di ogni età, sviluppando soluzioni innovative e

tecnologie sanitarie per la prevenzione, il monitoraggio e il trattamento di disturbi e patologie. La ricerca e l'innovazione sono anche fondamentali per comprendere gli effetti a lungo termine del Covid-19 e per sviluppare risposte efficaci per una solida ripresa dell'Unione;

- la Destination 2 – *Living and working in a health-promoting environment* – ha l'obiettivo di promuovere ambienti di vita e di lavoro sostenibili e favorevoli alla salute grazie ad una migliore comprensione dei fattori di rischio ambientali, occupazionali, sociali ed economici;
- nell'ambito del TOPIC HORIZON-HLTH-2022-ENVHLTH-04-01 (*Methods for assessing health-related costs of environmental stressors*), è stato finanziato dalla Commissione Europea (4 milioni di euro) il progetto MISTRAL, promosso da illustri partner di scala internazionale, nazionale e regionale, quali l'Istituto Superiore di Sanità (ISS – con ruolo di coordinatore), l'Azienda Sanitaria Locale di Taranto (ASL TA), il Public Health, environment and social equity - planet (P.L.A.N.ET), Universiteit Hasselt (UHASSELT - Belgium), l'Akademia gorniczno-Hutnicza IM. Stanisława Staszica W Krakowie (AGH/AGH-UST – Poland), Nuromedia GmbH – Germany, Wings ICT solutions information & communication technologies ike (WINGS - Greece), UBITEL Ingenieria SL (UBI - Spain);
- la proposta progettuale mira a sviluppare una piattaforma *web-based*, interfacciata con una *dashboard* di visualizzazione, che, sfruttando algoritmi di intelligenza artificiale, sia in grado di gestire tutti gli strumenti per la valutazione dell'impatto sulla salute, consentendo l'accesso a dati deterministici (caratteristiche ambientali, socio-economiche, geografiche e cliniche, gestite ed elaborate con un'architettura di apprendimento federata) e modelli previsionali per simulare scenari sanitari e socioeconomici diversi a seconda della modifica dei determinanti ambientali in una data area geografica;
- i modelli generati, adattati ai dati sullo stile di vita e sulle condizioni individuali provenienti da ampi sondaggi digitali basati sulla popolazione, sono convalidati su tre diverse esposizioni all'inquinamento del settore delle acciaierie: Taranto nell'Italia meridionale, Rybnik in Polonia e Fiandre in Belgio;
- la finalità dell'indagine è misurare direttamente la popolazione più suscettibile ai determinanti ambientali, la frequenza delle variabili multidimensionali e le condizioni che possono modificare il loro stato di salute. In particolare, l'indagine ha due obiettivi principali, che corrispondono a due esiti da indagare, separatamente, nelle stesse popolazioni;
  - a) il primo obiettivo sarà misurare i determinanti associati alla concentrazione di *black carbon* (BC) nei campioni di urina dei partecipanti nelle tre sottopopolazioni stratificate per età e creare un punteggio di probabilità relativa per la contaminazione da BC;
  - b) il secondo obiettivo sarà misurare i determinanti dei predittori della qualità della vita, misurati utilizzando uno specifico questionario multinazionale validato, l'EQ-5D-5L, e creare uno score probabilistico in grado di predire il livello di QoL.
- tra i focus del progetto:
  - a) creare *multi-dimensional AI-driven risk scores* (punteggi di rischio multidimensionale) per prevedere il QALY (misura della qualità della vita in termini di guadagno di salute) e la concentrazione di BC nei campioni di urina, attraverso una indagine trasversale (Zephyr Study) su tre diverse popolazioni stratificate per età (4-15, 16-60 e 60+), esposte agli inquinanti nei tre diversi Paesi;
  - b) testare, convalidare e calibrare i punteggi di rischio multidimensionale generati su dati trasversali e altre misure sanitarie correlate alla mortalità (ad es. DALY, misura del divario tra la salute ideale e lo stato di salute attuale) nello studio retrospettivo di casi di coorte, nelle popolazioni generali dei tre Paesi osservati negli ultimi 10 anni;
  - c) costruire modelli di previsione basati su complesse architetture di machine learning per prevedere e generare proiezioni dei risultati proposti (mortalità, DALY, QALY) e altre alternative derivate dagli studi;
  - d) sviluppare dashboard interattivi e immersivi per gestire modelli e dati per consentire ai responsabili politici di creare scenari target simulati in termini di risultati economici sanitari.

**Atteso che:**

- in data 22 novembre 2022 è stato firmato dall' Agenzia esecutiva europea per la salute e il digitale (HADEA) e dai partner sopra riportati, il *Grant Agreement* n. 101095119 finalizzato all'accettazione della sovvenzione prevista e impegnando le Parti firmatarie a realizzare l'azione sotto la propria responsabilità e nel rispetto della Convenzione, con tutti gli obblighi e le condizioni da essa previsti;
- nel mese di gennaio scorso si sono svolti una serie di incontri tra i partner locali del progetto Mistral (ASL Taranto, e Public Health, environment and social equity – Planet) e rappresentanti dell'Amministrazione Regionale, volti ad illustrare le potenzialità della proposta progettuale, approvata e finanziata dalla Commissione Europea, per le attività di decision making dei policy-maker regionali, anche in relazione alla valutazione dei livelli di esposizione all'inquinamento delle Acciaierie di Taranto e, proponendo, a tal fine, la partecipazione della Regione Puglia, quale partner del progetto, per attività di:
  - a) Research Technology Transferring;
  - b) Dissemination and communication intelligence;
  - c) Process Mining and data accessibility/usability improvement.

**Dato atto che:**

- l'acciaieria di Taranto è attiva dagli anni '60 ed è diventata uno dei principali impianti di produzione d'acciaio in Europa, rappresentando un'importante risorsa per la Regione e per il Paese in termini di economia e occupazione;
- l'impianto è noto da diversi decenni per il suo impatto ambientale negativo, con notevoli emissioni di vari inquinanti che interessano vaste aree anche densamente popolate come la stessa città di Taranto. Taranto e i Comuni circostanti sono inclusi nella lista dei siti di interesse nazionale per la contaminazione ambientale individuati dal Governo;
- una delle più rilevanti esperienze regionali in tema di integrazione ambiente e salute nella Regione Puglia è rappresentata dalle attività di valutazione del danno sanitario associato ai limiti emissivi di tutti gli impianti industriali insistenti sul territorio delle aree a elevato rischio di crisi ambientale e siti di interesse nazionale come quello tarantino;
- la Regione Puglia ha approvato la Legge Regionale 24 luglio 2012 n. 21 che prevede l'effettuazione di una Valutazione del Danno Sanitario (VDS) per gli stabilimenti industriali soggetti ad Autorizzazione Integrata Ambientale nelle su indicate aree. La VDS contiene analisi e studi relativi all'impatto delle attività industriali sulla salute umana, così da poter integrare i provvedimenti autorizzativi ambientali anche con considerazioni inerenti alla tutela della salute dell'uomo, conformemente ai principi di matrice comunitaria che collegano le valutazioni ambientali a quelle sanitarie. I criteri metodologici e applicativi sono stati formalizzati con il Regolamento Regionale n. 24 del 3 ottobre 2012 e prevedono:
  - a) la definizione di una fase conoscitiva, sulla base della rassegna dei dati ambientali e sanitari disponibili;
  - b) la realizzazione di una procedura di *risk assessment* i cui risultati, in senso qualitativo, vengono valutati alla luce di opportune misure epidemiologiche nell'area di massima ricaduta degli inquinanti;
  - c) se le stime di rischio e i dati epidemiologici evidenziano un danno sanitario, si dà seguito, dopo aver acquisito le osservazioni del gestore, alle indicazioni di riduzione delle emissioni, ovvero si procede al riesame dell'AIA. (È questo il caso, ad esempio, dello stabilimento siderurgico di Taranto, dopo l'esito della valutazione del danno condotta nel 2013). Nel caso in cui non vi sia tale concordanza (da intendersi in senso puramente qualitativo), si procede ad un approfondimento epidemiologico, attraverso ad esempio la conduzione di studi analitici ad hoc;
- dal punto di vista organizzativo, le attività di VDS sono demandate al tavolo tecnico inter-istituzionale di Valutazione del Danno Sanitario costituito dai referenti di ARPA Puglia, appartenenti all'UOS

Ambiente e Salute e al Centro Regionale ARIA (CRA), da referenti delle ASL territorialmente competenti e dall'Agenda Regionale strategica per la salute e il sociale (AReSS Puglia);

- secondo il "Rapporto di Valutazione d'Impatto sanitario per gli scenari produttivi dell'Acciaieria di Taranto" (anno 2022), commissionato dalla Regione Puglia e condotto dall'OMS, l'impatto degli impianti ex-ILVA è stato considerevole, ma non ancora del tutto caratterizzato. Infatti, mentre le emissioni dirette nell'aria sono relativamente ben monitorate, sono minori le informazioni circa ulteriori vie di esposizione che coinvolgono matrici diverse, come il suolo o l'acqua. Inoltre, dimensioni importanti come quella della qualità della vita, dell'ambiente urbano e degli spazi verdi sono influenzate dalle politiche industriali dell'impianto siderurgico e dalla sua area vasta. Questi aspetti richiedono un'approfondita valutazione qualitativa dell'impatto che finora non è stata intrapresa, ma che sembra urgente alla luce degli imperativi dell'agenda per lo sviluppo sostenibile.

#### **Dato atto altresì che:**

- il territorio tarantino è oggetto di una serie di interventi posti in essere per avviare la *decarbonizzazione*, non solo dei processi produttivi ma anche del quotidiano stile di vita dei cittadini. Questo nuovo scenario, sotto la spinta di fonti energetiche di transizione e rinnovabili, chiama quindi in causa non solo il mondo industriale ed ingegneristico (occorre sviluppare nuove tecnologie più pulite ed efficienti), ma anche e soprattutto il decisore politico, che deve farsi promotore ed attuatore di proposte concrete ed integrate;
- la città di Taranto è stata indicata, dal Ministero per il Sud e la Coesione territoriale, quale area di destinazione del Just Transition Fund (JTF), il programma europeo da circa un miliardo di euro che servirà a sostenere la cosiddetta transizione giusta nelle aree più dipendenti dai combustibili fossili. Il JTF ha l'obiettivo specifico di consentire alle Regioni e alle persone di affrontare gli effetti sociali, occupazionali, economici e ambientali della transizione verso gli obiettivi 2030 dell'Unione Europea per l'energia e il clima e un'economia climaticamente neutra entro il 2050, sulla base dell'Accordo di Parigi;
- con Legge 25 gennaio 2018, n.2, "*Indirizzi per lo sviluppo, la sostenibilità ambientale e la coesione economica e sociale del territorio di Taranto*" la Regione Puglia affronta i problemi peculiari della città di Taranto e del suo territorio, nella loro rilevanza regionale, nazionale e internazionale, connessi alla crisi del polo siderurgico e agli effetti da essa generati sulla comunità territoriale, ponendo. All'art.8 dispone la realizzazione di un Piano Strategico "Taranto Futuro Prossimo" strumento di concertazione, utile a promuovere il necessario e auspicato cambiamento delle direttrici di sviluppo, mediante azioni integrate, orientate al risanamento ambientale, alla sostenibilità e alla diffusione di sistemi di produzione distribuita dell'energia da fonte rinnovabile;
- con deliberazione n. 1799/2022 del 5 dicembre scorso, la Giunta Regionale ha approvato il documento "*#H2Puglia2030 – Strategia Regionale per l'Idrogeno*", la vision di alto livello dell'Amministrazione regionale, con orizzonte 2030, che pone al centro la politica di decarbonizzazione e offre un quadro prospettico che incide, tra l'altro, sulle politiche della transizione energetica, della ricerca&sviluppo, dell'innovazione, dei trasporti, dell'ambiente, con l'obiettivo di integrare la catena del valore dell'idrogeno nella filiera manifatturiera ed in particolare, nei settori *hard to abate*, i settori con alti consumi energetici ed in cui è complesso il processo di elettrificazione (come il siderurgico).

#### **Ritenuto che:**

- al fine di individuare le scelte strategiche più idonee allo sviluppo delle progettualità sopra esposte nel territorio tarantino, è di fondamentale importanza, per l'Amministrazione Regionale, acquisire dati relativi alle caratteristiche ambientali, socio-economiche, geografiche e cliniche;
- per trarre valore aggiunto dagli stessi è necessario implementare soluzioni di *big data analytics* e di Intelligenza Artificiale (IA) che oltre a permettere una visualizzazione aggregata ed intelligente dei dati, evidenzieranno aspetti clinico-sanitari, anticiperanno il cambiamento e suggeriranno azioni su larga scala o sul singolo cittadino;

- l'utilizzo dell'IA consentirebbe all'Amministrazione Regionale di adeguare e personalizzare l'offerta dei servizi e in generale sfruttare le grandi basi dati generate al loro interno per ampliare i servizi del settore pubblico e le opportunità di integrazione con i privati (per esempio in sanità);
- in tale ambito la Regione Puglia, con la propria *"Strategia regionale per la specializzazione intelligente – S3 – "Smart Puglia 2030"*, ha riconosciuto il ruolo centrale dell'intelligenza artificiale, sia quale settore di innovazione sia quale tecnologia abilitante trasversale in diverse filiere dell'innovazione. Questi ambiti di innovazione possono essere utilmente aggregati intorno a tre grandi temi unificanti:
  - a) la transizione verso un sistema produttivo e dei servizi in grado di associare l'efficienza e la competitività alla sostenibilità ambientale e alla circolarità;
  - b) la sostenibilità e la resilienza delle città e dei territori, coniugate da un lato con la crescita della qualità della vita e della coesione e inclusione sociale e dall'altro con la salvaguardia dell'ambiente e la tutela della biodiversità;
  - c) la salute e il benessere della società regionale, coniugando promozione di stili di vita salutari e di un invecchiamento attivo, approcci alla cura centrati sulla persona e un sistema sanitario moderno e resiliente;
- nella proposta di Programma Regionale FESR-FSE+ 2021-2027 sono previsti interventi di valorizzazione del patrimonio di dati dell'Amministrazione regionale e delle P.P.A.A. pugliesi per creare le migliori condizioni per la promozione dell'economia dei dati (data economy), l'avvio di iniziative imprenditoriali basate sul patrimonio informativo pubblico, l'implementazione dell'intelligenza artificiale ai "big data", la creazione di servizi digitali a valore aggiunto e strumenti di supporto dei processi decisionali.

**Ritenuto altresì che:**

- la proposta di partnership presentata dai partner locali del Progetto Mistral rappresenti uno strumento indispensabile per i policy-maker regionali, permettendo all'Amministrazione Regionale una più agevole comprensione delle complesse criticità sanitarie, acquisendo e informazioni fondamentali per:
  - a) attivare accurati meccanismi di decision making;
  - b) fornire il proprio contributo nelle attività di ricerca e trasferimento tecnologico, comunicazione, disseminazione, nonché process mining e miglioramento dell'accessibilità/usabilità dei dati;
  - c) assicurare l'integrazione delle politiche di ricerca, innovazione e crescita digitale in relazione agli ambiti dello sviluppo umano e sociale;
- la partecipazione al progetto non presenta oneri per la Regione che può beneficiare degli eventuali vantaggi della soluzione sviluppata;
- sia necessario stabilire le basi giuridiche per la suddivisione dei diritti, obblighi e responsabilità tra i beneficiari firmatari del Grant Agreement n. 101095119 attraverso la stipula di un *Consortium Agreement*.

**Alla luce delle risultanze istruttorie, si propone alla Giunta Regionale:**

- di approvare lo Schema di *Consortium Agreement* al progetto Mistral - Allegato 1 al presente provvedimento per farne parte integrante e sostanziale, in cui la Regione Puglia partecipa, in qualità di partner, per attività di:
  - a) Research Technology Transferring;
  - b) Dissemination and communication intelligence;
  - c) Process Mining and data accessibility/usability improvement;
- di dare atto che ulteriori proposte di partecipazione a progetti di ricerca e sviluppo in materia di intelligenza artificiale, innovazione e crescita digitale, senza oneri finanziari per l'Amministrazione regionale, possono essere presentate da soggetti pubblici e privati all'attenzione del Dipartimento dello Sviluppo Economico e che le stesse saranno, per conseguenza, valutate sulla base della coerenza con i documenti di programmazione e le linee di indirizzo regionali in materia di specializzazione intelligente e di crescita digitale;
- di dare atto che per l'attuazione del suddetto progetto si procederà previo coinvolgimento del Responsabile della Transizione al Digitale, come previsto dalla DGR n.1219/2021;

- di dare atto che la partecipazione al progetto non presenta oneri per la Regione che può beneficiare degli eventuali vantaggi della soluzione sviluppata.

**VERIFICA AI SENSI del Reg. UE n. 679/2016 e del D.Lgs 196/03,  
come modificato dal D. Lgs. n. 101/2018” -**

**Garanzie alla riservatezza**

*“La pubblicazione sul BURP, nonché la pubblicazione all’Albo o sul sito istituzionale, salve le garanzie previste dalla legge 241/1990 in tema di accesso ai documenti amministrativi, avviene nel rispetto della tutela della riservatezza dei cittadini secondo quanto disposto dal Regolamento UE n. 679/2016 in materia di protezione dei dati personali, nonché dal D.Lgs. 196/2003 ss.mm.ii., ed ai sensi del vigente Regolamento regionale 5/2006 per il trattamento dei dati sensibili e giudiziari, in quanto applicabile. Ai fini della pubblicità legale, il presente provvedimento è stato redatto in modo da evitare la diffusione di dati personali identificativi non necessari ovvero il riferimento alle particolari categorie di dati previste dagli articoli 9 e 10 del succitato Regolamento UE.*

**VALUTAZIONE DI IMPATTO DI GENERE**

La presente deliberazione è stata sottoposta a Valutazione di impatto di genere ai sensi della DGR n. 322 del 07/03/2022.

L’impatto di genere stimato è:

- diretto  
 indiretto  
 neutro

**COPERTURA FINANZIARIA DI CUI AL D.LGS 118/2011 e ss.mm.ii.**

La presente deliberazione non comporta implicazioni di natura finanziaria sia di entrata che di spesa e dalla stessa non deriva alcun onere a carico del bilancio regionale.

**DISPOSITIVO DELLA PROPOSTA**

L’Assessore relatore, sulla base delle risultanze istruttorie come innanzi illustrate, ai sensi dell’art. 4 comma 4 lettera d) e k) della Legge Regionale 4 febbraio 1997, n. 7, propone alla Giunta:

1. di prendere atto delle premesse che costituiscono parte integrante e sostanziale nel presente provvedimento.
2. di approvare lo Schema di *Consortium Agreement* al progetto Mistral - Allegato 1 al presente provvedimento per farne parte integrante e sostanziale, in cui la Regione Puglia partecipa, in qualità di partner per attività di:
  - a) Research Technology Transferring;
  - b) Dissemination and communication intelligence;
  - c) Process Mining and data accessibility/usability improvement.
3. di dare atto che lo schema di *Consortium Agreement* sarà sottoscritto dalla Direttrice del Dipartimento Sviluppo Economico, autorizzandola sin d’ora ad apportare eventuali modifiche non sostanziali che si rendessero necessarie al momento della sottoscrizione e affidando alla stessa tutti gli adempimenti necessari e conseguenti alla sottoscrizione.
4. di dare atto che ulteriori proposte di partecipazione a progetti di ricerca e sviluppo in materia di intelligenza artificiale, innovazione e crescita digitale, senza oneri finanziari per l’Amministrazione regionale, possono essere presentate da soggetti pubblici e privati all’attenzione del Dipartimento dello Sviluppo Economico e che le stesse saranno, per conseguenza, valutate sulla base della coerenza con i documenti di programmazione e le linee di indirizzo regionali in materia di specializzazione intelligente e di crescita digitale;
5. di dare atto che la partecipazione al progetto non presenta oneri per la Regione che può beneficiare

- degli eventuali vantaggi della soluzione sviluppata.
6. di dare atto che per l'attuazione del suddetto progetto si procederà previo coinvolgimento del Responsabile della Transizione al Digitale, come previsto dalla DGR n.1219/2021.
  7. di demandare al Dirigente della Sezione Ricerca e Relazioni Internazionali e al Dirigente della Sezione Trasformazione Digitale, secondo competenza, gli ulteriori adempimenti derivanti dal presente provvedimento.
  8. di disporre la pubblicazione, in forma integrale, della presente deliberazione sul Bollettino Ufficiale della Regione Puglia e sul sito istituzionale regionale nella Sezione "Amministrazione Trasparente", ai sensi dell'art. 23, lettera d) del Decreto Legislativo n.33 del 14 marzo 2013 e ss.mm.ii.

I sottoscritti attestano che il procedimento istruttorio loro affidato è stato espletato nel rispetto della vigente normativa regionale, nazionale e comunitaria e che il presente schema di provvedimento, dagli stessi predisposto ai fini dell'adozione dell'atto finale da parte della Giunta regionale, è conforme alle risultanze istruttorie.

La Funzionaria istruttrice  
Daniela Manuela Di Dio

La Dirigente della Sezione Ricerca e Relazioni Internazionali  
Silvia Visciano

Il Dirigente della Sezione Trasformazione Digitale  
Vito Bavaro

La Direttrice del Dipartimento Sviluppo Economico  
Gianna Elisa Berlingiero

L'Assessore allo Sviluppo Economico  
Alessandro Delli Noci

#### **LA GIUNTA REGIONALE**

- udita la relazione istruttoria e la conseguente proposta dell'Assessore allo Sviluppo economico;
- viste le sottoscrizioni poste in calce al presente provvedimento, che attestano la conformità alla legislazione vigente;
- a voti unanimi espressi ai sensi di legge

#### **DELIBERA**

1. di prendere atto delle premesse che costituiscono parte integrante e sostanziale nel presente provvedimento.
2. di approvare lo Schema di *Consortium Agreement* al progetto Mistral - Allegato 1 al presente provvedimento per farne parte integrante e sostanziale, in cui la Regione Puglia partecipa, in qualità di partner per attività di:
  - a) Research Technology Transferring;
  - b) Dissemination and communication intelligence;
  - c) Process Mining and data accessibility/usability improvement.
3. di dare atto che lo schema di *Consortium Agreement* sarà sottoscritto dalla Direttrice del Dipartimento Sviluppo Economico, autorizzandola sin d'ora ad apportare eventuali modifiche non sostanziali che si

rendessero necessarie al momento della sottoscrizione e affidando alla stessa tutti gli adempimenti necessari e conseguenti alla sottoscrizione.

4. di dare atto che ulteriori proposte di partecipazione a progetti di ricerca e sviluppo in materia di intelligenza artificiale, innovazione e crescita digitale, senza oneri finanziari per l'Amministrazione regionale, possono essere presentate da soggetti pubblici e privati all'attenzione del Dipartimento dello Sviluppo Economico e che le stesse saranno, per conseguenza, valutate sulla base della coerenza con i documenti di programmazione e le linee di indirizzo regionali in materia di specializzazione intelligente e di crescita digitale;
5. di dare atto che la partecipazione al progetto non presenta oneri per la Regione che può beneficiare degli eventuali vantaggi della soluzione sviluppata.
6. di dare atto che per l'attuazione del suddetto progetto si procederà previo coinvolgimento del Responsabile della Transizione al Digitale, come previsto dalla DGR n.1219/2021.
7. di demandare al Dirigente della Sezione Ricerca e Relazioni Internazionali e al Dirigente della Sezione Trasformazione Digitale, secondo competenza, gli ulteriori adempimenti derivanti dal presente provvedimento.
8. di disporre la pubblicazione, in forma integrale, della presente deliberazione sul Bollettino Ufficiale della Regione Puglia e sul sito istituzionale regionale nella Sezione "Amministrazione Trasparente", ai sensi dell'art. 23, lettera d) del Decreto Legislativo n.33 del 14 marzo 2013 e ss.mm.ii.

**Il Segretario generale della Giunta**

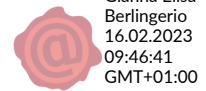
ANNA LOBOSCO

**Il Presidente della Giunta**

MICHELE EMILIANO



MISTRAL Consortium Agreement, version 01, 2022-11-05



## Allegato 1

# Consortium Agreement



MISTRAL

Version 01 – 2022-11-05

Based on DESCA – Model Consortium Agreement for Horizon Europe

AP Version 1

November 5<sup>th</sup> 2022

MISTRAL Consortium Agreement, version 01, 2022-11-05

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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, and is made on 01 January 2023, hereinafter referred to as the Effective Date

### BETWEEN:

**ISTITUTO SUPERIORE DI SANITA [ISS]**, with legal address in Viale Regina Elena 299, Roma, 00161 (Italy), the Coordinator

**APS PUBLIC HEALTH, ENVIRONMENT AND SOCIAL EQUITY [PLANET]**, with legal address in Via Putignani 50, Bari 70121 (Italy);

**UNIVERSITEIT HASSELT [UHASSELT]**, with legal address in MARTELARENLAAN 42, 3500, HASSELT (Belgium);

**AKADEMIA GORNICZO-HUTNICZA IM. STANISLAWA STASZICA W KRAKOWIE [AGH / AGH-UST]**, with legal address in AL ADAMA MICKIEWICZA 30, 30-059, Krakow (Poland);

**NUROMEDIA GMBH [NURO]**, with legal address in SCHAAFENSTRASSE 25, 50676, KOLN (Germany);

**WINGS ICT SOLUTIONS INFORMATION & COMMUNICATION TECHNOLOGIES IKE [WINGS]**, with legal address in 189, SYGGROU AVENUE, 171 21, NEA SMYRNI (Greece);

**UBITEL INGENIERIA SL [UBI]**, with legal address in C/ATANASIO BARRON 23-3, 41000, SEVILLA (Spain)

**POLITECNICO DI BARI [POLIBA]**, with legal address in Via Amendola 126 B, 70126, Bari (Italy)

**UNIVERSITA DEGLI STUDI DI BARI ALDO MORO [UNIBA]**, with legal address in Piazza Umberto I 1, 70121, Bari (Italy)

hereinafter, jointly or individually, referred to as “Beneficiaries” or “Beneficiary”

**UNIVERSITY OF SUFFOLK LTD [USUFF]**, with legal address in WATERFRONT BUILDING, NEPTUNE QUAY, IP4 1QJ, IPSWICH (United Kingdom)

**THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD [UOXF]**, with legal address in WELLINGTON SQUARE UNIVERSITY OFFICES, OX1 2JD, OXFORD (United Kingdom)

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

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hereinafter Beneficiaries and Associated Partners, jointly or individually, referred to as "Parties" or "Party";

relating to the Action entitled

**a toolkit for dynamic health impact analysis to predict disability-Related costs in the Aging population based on three case studies of steel-industry exposed areas in Europe**

in short

## **MISTRAL**

hereinafter referred to as "Project"

### **WHEREAS:**

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority as part of Horizon Europe – the Framework Programme for Research and Innovation (2021-2027).

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Beneficiaries and the Granting Authority (hereinafter "Grant Agreement").

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

## **1 Definitions**

### **1.1 Definitions**

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

### **1.2 Additional Definitions**

#### **"Consortium Body"**

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

#### **"Consortium Plan"**

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

#### **"Granting Authority"**

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means the body awarding the grant for the Project.

#### **“Defaulting Party”**

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

#### **“Needed”**

means:

*For the implementation of the Project:*

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

*For Exploitation of own Results:*

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

#### **“Software”**

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

#### **“Proposal”**

Proposal means the proposal submitted by the Parties to the call HORIZON-HLTH-2022-ENVHLTH-04-01 as time stamped by the EC on the 21/04/2022 which was successfully awarded and forms the basis of the Project.

## **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.

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

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

### 3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement.

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

If

- the Grant Agreement is not signed by the Granting Authority or a Beneficiary, or
- the Grant Agreement is terminated, or
- a Beneficiary's participation in the Grant Agreement is terminated,
- in case of an Associated Partner the funding is not provided by the UK Research and Innovation (UKRI);

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

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

### 3.3 Survival of rights and obligations

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

Termination shall not affect any rights or obligations of a Party leaving the Project incurred prior to the date of termination, unless otherwise agreed between the Steering 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 Grant Agreement and this

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Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

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

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

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

#### **4.2 Specific responsibilities for Associated Partners**

For the avoidance of doubt, the Associated Partners do not sign the Grant Agreement and do(es) not receive funding from the Granting Authority and therefore do(es) not have a right to charge costs or claim contributions from the Granting Authority. Associated 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 it/them in Annex 1 of the Grant Agreement.

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

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

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

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

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

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

Moreover, an Associated Partner is obliged to indemnify the other Parties for any claim of the Granting Authority against them, caused by this Associated Partner's actions or omissions during Grant Agreement preparation, Project implementation or after Project end. Regarding such claims, the Associated Partners' special liability is limited to once the amount of its total budget as indicated in Annex 1 (180.365,00 € for AP1, USUFF; 200.000,00 € for AP2, UOXF).

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

### **4.3 Breach**

In the event that the Steering Committee identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Steering 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 Steering 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.

### **4.4 Involvement of third parties and specific responsibilities**

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

Specifically in this consortium, the only affiliated entity of the Coordinator (ISS) is AZIENDA SANITARIA LOCALE DI TARANTO [ASL TA], with legal address in Via Virgilio 31, Taranto, 74121 (Italy). ASL TA is committed to its partner to complete what is envisaged in the project and to abide by the rules of this agreement. In addition, ASL TA agrees to enter into an agreement with its ISS affiliate



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for the regulation of its activities and responsibilities. In any case, ASL TA is responsible for its actions before the whole consortium as well as its affiliate.

#### **4.5 Specific responsibilities regarding data protection**

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

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

### **5 Liability towards each other**

#### **5.1 No warranties**

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

Therefore,

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

#### **5.2 Limitations of contractual liability**

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, except in case of breach of confidentiality.

A Party's general aggregate liability towards the other Parties collectively shall be limited to once the Beneficiary's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement and in case of Associated Partners to once the amount of its total budget as indicated in Annex 1 (180.365,00 € for AP1, USUFF; 200.000,00 € for AP2, UOXF).

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.

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### **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 Steering Committee 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 Steering Committee.

### **5.5 Export control**

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 due to a restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

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

## **6 Governance structure**

### **6.1 General structure**

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

- The Steering Committee as the ultimate decision-making body of the consortium
- The Executive Board as the supervisory body for the execution of the Project, which shall report to and be accountable to the Steering Committee
- The Coordinator as the legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

### **6.2 General operational procedures for all Consortium Bodies**

#### **6.2.1 Representation in meetings**

Any Party which is appointed to take part in a Consortium Body shall designate one representative (hereinafter referred to as "Member").

Any Member:

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- 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.

## 6.2.2 Preparation and organisation of meetings

### 6.2.2.1 Convening meetings:

The chairperson of a Consortium Body shall convene meetings of that Consortium Body.

	Ordinary meeting	Extraordinary meeting
Steering Committee	At least once a year	At any time upon request of the Executive Board or 1/3 of the Members of the Steering Committee
Executive Board	At least quarterly	At any time upon request of any Member of the Executive Board

### 6.2.2.2 Notice of a meeting

The chairperson of a Consortium Body shall give written notice of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
Steering Committee	45 calendar days	15 calendar days
Executive Board	14 calendar days	7 calendar days

### 6.2.2.3 Sending the agenda

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body an agenda no later than the minimum number of days preceding the meeting as indicated below.

Steering Committee	21 calendar days, 10 calendar days for an extraordinary meeting
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Executive Board	7 calendar days
-----------------	-----------------

**6.2.2.4** Adding agenda items:

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

Any Member of a Consortium Body may add an item to the original agenda by written notice to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

Steering Committee	14 calendar days, 7 calendar days for an extraordinary meeting
Executive Board	2 calendar days

**6.2.2.5**

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

**6.2.2.6**

Meetings of each Consortium Body may also be held by tele- or videoconference, or other telecommunication means.

**6.2.2.7**

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.2.5.2.

**6.2.2.8***Decisions without a meeting*

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the Steering Committee a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by 51 % of all Parties.

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

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A veto according to Section 6.2.4 may be submitted up to 15 calendar days after receipt of this information.

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

### **6.2.3 Voting rules and quorum**

#### **6.2.3.1**

Each Consortium Body 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 Consortium Body 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.

#### **6.2.3.2**

Each Member of a Consortium Body present or represented in the meeting shall have one vote. Associated Partners are excluded from certain decisions of the Steering Committee according to Section 6.3.1.1.4.

#### **6.2.3.3**

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

#### **6.2.3.4**

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

### **6.2.4 Veto rights**

#### **6.2.4.1**

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 a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

#### **6.2.4.2**

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

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#### **6.2.4.3**

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.

A Party that is not appointed to participate to a particular Consortium Body may veto a decision within the same number of calendar days after receipt of the draft minutes of the meeting.

#### **6.2.4.4**

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

#### **6.2.4.5**

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

#### **6.2.4.6**

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.

#### **6.2.4.7**

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

### **6.2.5 Minutes of meetings**

#### **6.2.5.1**

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

#### **6.2.5.2**

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

#### **6.2.5.3**

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

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### **6.3 Specific operational procedures for the Consortium Bodies**

#### **6.3.1 Steering Committee**

In addition to the rules described in Section 6.2, the following rules apply:

##### **6.3.1.1 Members**

###### **6.3.1.1.1**

The Steering Committee shall consist of one representative of each Party (hereinafter Steering Committee Member).

###### **6.3.1.1.2**

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

###### **6.3.1.1.3**

The Coordinator shall chair all meetings of the Steering Committee, unless decided otherwise in a meeting of the Steering Committee.

###### **6.3.1.1.4**

The Parties agree to abide by all decisions of the Steering Committee. This does not prevent the Parties from exercising their veto rights, according to Section 6.2.4.1 or from submitting a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

The Associated Partner(s) is/are excluded from voting on and vetoing the following decisions of the Steering Committee (6.3.1.2) and therefore are not counted towards any respective quorum:

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

Regarding unanimity or majority decisions, only Members with voting rights regarding the item are taken into account (e.g. Section 6.2.2.8).

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### 6.3.1.2 Decisions

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

In addition, all proposals made by the Executive Board shall also be considered and decided upon by the Steering Committee.

The following decisions shall be taken by the Steering Committee:

Content, finances and intellectual property rights

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

Evolution of the consortium

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

Breach, defaulting party status and litigation

- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Steps to be taken for litigation purposes and the coverage of litigation costs in case of joint claims of the parties of the consortium against a Party (Section 4.2, Section 7.1.4)

Appointments

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

- Executive Board Members
  - Mauro Grigioni (PC)
  - Rodolfo Sardone (CSC)
  - Tim Nawrot (CSC)



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- Ilaria Bortone (TC)
- External Expert Advisory Board Members (will be decided later with an amendment of the Steering Committee)

### **6.3.2 Executive Board**

In addition to the rules in Section 6.2, the following rules shall apply:

#### **6.3.2.1 Members**

The Executive Board shall consist of the Coordinator and the representatives of the Parties appointed to it by the Steering Committee.

The Coordinator shall chair all meetings of the Executive Board, unless decided otherwise by a majority of two-thirds of the EB.

#### **6.3.2.2 Minutes of meetings**

Minutes of Executive Board meetings, once accepted, shall be sent by the Coordinator to the Steering Committee Members for information.

#### **6.3.2.3 Tasks**

##### **6.3.2.3.1**

The Executive Board shall prepare the meetings, propose decisions and prepare the agenda of the Steering Committee according to Section 6.3.1.2.

##### **6.3.2.3.2**

The Executive Board shall seek a consensus among the Parties.

##### **6.3.2.3.3**

The Executive Board shall be responsible for the proper execution and implementation of the decisions of the Steering Committee.

##### **6.3.2.3.4**

The Executive Board shall monitor the effective and efficient implementation of the Project.

##### **6.3.2.3.5**

In addition, the Executive Board shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the Steering Committee.

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#### **6.3.2.3.6**

The Executive Board shall:

- support the Coordinator in preparing meetings with the Granting Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Granting Authority in respect of the procedures of the Grant Agreement Article 17 and Annex 5 Section “Communication, Dissemination, Open Science and Visibility” and of Section 8 of this Consortium Agreement.

#### **6.3.2.3.7**

In the case of abolished tasks as a result of a decision of the Steering Committee, the Executive Board shall advise the Steering Committee on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.

### **6.4 Coordinator**

#### **6.4.1**

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

#### **6.4.2**

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Granting Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.
- providing a copy of the Grant Agreement and its Annexes to the Associated Partners.

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

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#### **6.4.3**

If the Coordinator fails in its coordination tasks, the Steering Committee may propose to the Granting Authority 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 Consortium Agreement.

#### **6.4.5**

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

### **6.5 External Expert Advisory Board (EEAB)**

An External Expert Advisory Board (EEAB) will be appointed and steered by the Executive Board. The EEAB shall assist and facilitate the decisions made by the Steering Committee. The EEAB shall consist of five external experts in the fields of epidemiology, data science, population health improvement, computer science, and global health innovation. Theirs will be an advisory task on ethical issues and the evaluation of proposals to implement or change the scientific trajectories of the project. Experts will be proposed by the EB to the Steering Committee during the kick-off meeting.

By way of exception to Section 6.4.4 above, the Parties mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter "NDA") with each member of the EEAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the EEAB, either directly or through the Coordinator in the case where the concerned Party gave to the Coordinator its prior written approval for such disclosure. The NDA for the EEAB members is enclosed in Attachment 4. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 4.

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier. The Coordinator shall write the minutes of the EEAB meetings and submit them to the Steering Committee. The EEAB members shall be allowed to participate in Steering Committee meetings upon invitation but have not any voting rights.

## **7 Financial provisions**

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

### **7.1 General Principles**

#### **7.1.1 Distribution of Financial Contribution**

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

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

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

#### **7.1.2 Justifying Costs**

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

#### **7.1.3 Funding Principles**

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

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

#### **7.1.4 Excess payments**

A Beneficiary has received excess payment

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

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

Amounts which are not refunded by a breaching Beneficiary and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Beneficiaries pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Beneficiary is possible. The Steering Committee decides on any legal actions to be taken against the breaching Beneficiary according to Section 6.3.1.2.

#### **7.1.5 Revenue**

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

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

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

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

In addition, a Beneficiary declared to be a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Beneficiaries in order to perform the leaving Beneficiary's task and necessary additional efforts to fulfil them as a consequence of the Beneficiary leaving the consortium. The Steering 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 Beneficiaries are the exclusive task of the Coordinator.**

In particular, the Coordinator shall:

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

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

### **7.2.2**

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

Funding of costs included in the Consortium Plan will be paid by the Coordinator to the Beneficiaries after receipt of payments from the Granting Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Granting Authority will be paid to the Beneficiary concerned.

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

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

## **8 Results**

### **8.1 Ownership of Results**

Results are owned by the Party that generates them.

### **8.2 Joint ownership**

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

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.

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

### **8.3 Transfer of Results**

#### **8.3.1**

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

#### **8.3.2**

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

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### **8.3.3**

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

### **8.3.4**

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

### **8.3.5**

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

## **8.4 Dissemination**

### **8.4.1**

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

### **8.4.2 Dissemination of own (including jointly owned) Results**

#### **8.4.2.1**

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

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 Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

#### **8.4.2.2**

An objection is justified if

- a) the protection of the objecting Party's Results or Background would be adversely affected, or
- b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or

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c) the proposed publication includes Confidential Information of the objecting Party.

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

#### **8.4.2.3**

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

#### **8.4.2.4**

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

#### **8.4.3 Dissemination of another Party's unpublished Results or Background**

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

#### **8.4.4 Cooperation obligations**

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

#### **8.4.5 Use of names, logos or trademarks**

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

## **9 Access Rights**

### **9.1 Background included**

#### **9.1.1**

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

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



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### **9.1.2**

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

## **9.2 General Principles**

### **9.2.1**

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

### **9.2.2**

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

### **9.2.3**

Access Rights shall be free of any administrative transfer costs.

### **9.2.4**

Access Rights are granted on a non-exclusive basis.

### **9.2.5**

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

### **9.2.6**

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

### **9.2.7**

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

## **9.3 Access Rights for implementation**

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

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## **9.4 Access Rights for Exploitation**

### **9.4.1 Access Rights to Results**

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

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

### **9.4.2**

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

### **9.4.3**

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

## **9.5 Access Rights for entities under the same control**

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control".

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

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

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

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

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## **9.6 Additional Access Rights**

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

## **9.7 Access Rights for Parties entering or leaving the consortium**

### **9.7.1 New Parties entering the consortium**

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

### **9.7.2 Parties leaving the consortium**

#### **9.7.2.1 Access Rights granted to a leaving Party**

##### **9.7.2.1.1 Defaulting Party**

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

##### **9.7.2.1.2 Non-defaulting Party**

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

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

#### **9.7.2.2 Access Rights to be granted by any leaving Party**

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

## **9.8 Specific Provisions for Access Rights to Software**

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

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

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## 10 Non-disclosure of information

### 10.1

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

### 10.2

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

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

### 10.3

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

### 10.4

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;

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- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

## 10.5

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

## 10.6

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

## 10.7

If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order or - in the case of an Associated Partner - with a reporting requirement from its national funding authority, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

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

## 11 Miscellaneous

### 11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

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

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

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

### **11.2 No representation, partnership or agency**

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

### **11.3 Formal and written notices**

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

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

Formal notices:

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

Written notice:

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

### **11.4 Assignment and amendments**

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

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

### **11.5 Mandatory national law**

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

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### **11.6 Language**

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

### **11.7 Applicable law**

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

### **11.8 Settlement of disputes**

The Parties shall endeavour to settle their disputes amicably.

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

## **12 Signatures**

### **AS WITNESS:**

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

ISTITUTO SUPERIORE DI SANITA [ISS]

Signature(s)

Name(s) Silvio Brusaferrò

Title(s) President

Date

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APS PUBLIC HEALTH, ENVIRONMENT AND SOCIAL EQUITY [PLANET]

Signature(s)

Name(s) Giuseppe Campanile

Title(s) Legal Representative

Date



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UNIVERSITEIT HASSELT [UHASSELT]

Signature(s)

Name(s)

Title(s)

Date

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AKADEMIA GORNICZO-HUTNICZA IM. STANISLAWA STASZICA W KRAKOWIE [AGH / AGH-UST]

Signature(s)

Name(s)

Title(s)

Date

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NUROMEDIA GMBH [NURO]

Signature(s)

Name(s)

Title(s)

Date

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WINGS ICT SOLUTIONS INFORMATION & COMMUNICATION TECHNOLOGIES IKE [WINGS]

Signature(s)

Name(s)

Title(s)

Date

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UBITEL INGENIERIA SL [UBI]

Signature(s)

Name(s)

Title(s)

Date

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POLITECNICO DI BARI [POLIBA]

Signature(s)

Name(s) Francesco Cupertino

Title(s) Chancellor

Date

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UNIVERSITA DEGLI STUDI DI BARI ALDO MORO [UNIBA]

Signature(s)

Name(s) Stefano Bronzini

Title(s) Chancellor

Date

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UNIVERSITY OF SUFFOLK LTD [USUFF]

Signature(s)

Name(s)

Title(s)

Date



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THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD [UOXF]

Signature(s)

Name(s)

Title(s)

Date

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## **Attachment 1: Background included**

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

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

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As to Partner APS PUBLIC HEALTH, ENVIRONMENT AND SOCIAL EQUITY, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the APS PUBLIC HEALTH, ENVIRONMENT AND SOCIAL EQUITY [PLANET] is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

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

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

MISTRAL Consortium Agreement, version 01, 2022-11-05

As to Partner AKADEMIA GORNICZO-HUTNICZA IM. STANISLAWA STASZICA W KRAKOWIE, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the AKADEMIA GORNICZO-HUTNICZA IM. STANISLAWA STASZICA W KRAKOWIE [AGH / AGH-UST] is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", subsection "Access rights to background and results for implementing the Action")	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", subsection "Access rights for exploiting the results")

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

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As to WINGS ICT SOLUTIONS INFORMATION & COMMUNICATION TECHNOLOGIES IKE [WINGS], it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, subsection “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, subsection “Access rights for exploiting the results”)
AIRWINGS  <a href="https://www.wings-ict-solutions.eu/airwings/">https://www.wings-ict-solutions.eu/airwings/</a>		
STARLIT		

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

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

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



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

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As to Partner UNIVERSITA DEGLI STUDI DI BARI ALDO MORO, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of the UNIVERSITA DEGLI STUDI DI BARI ALDO MORO [UNIBA] is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

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As to Partner THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD [UOXF] is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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## **Attachment 2: Accession document**

ACCESSION

**of a new Party to**

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

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

ISTITUTO SUPERIORE DI SANITA [ISS]

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

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

2022-11-05, Rome

ISTITUTO SUPERIORE DI SANITA [ISS]

Signature(s)

Name(s) Silvio Brusaferrò

Title(s) President

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

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## Attachment 4: NDA for External Expert Advisory Board agreed under Section 6

### NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** [*the Agreement*] is entered into on this [*date*] by and between:

a toolkit for dynaMic health Impact analysiS to predicT disability-Related costs in the Aging population based on three case studies of steel-industry exposed areas in europe (MISTRAL) Consortium represented by ISTITUTO SUPERIORE DI SANITA [ISS] as Coordinator, hereinafter referred to as the Discloser and

[*Name of the advisory board member*], having its registered office or based in [*insert the Legal Address of the Entity*] hereinafter referred to as the Recipient

### WHEREAS:

The Discloser is a consortium integrated by the following members:

- Beneficiaries:
  - ISTITUTO SUPERIORE DI SANITA [ISS]
  - APS PUBLIC HEALTH, ENVIRONMENT AND SOCIAL EQUITY [PLANET]
  - UNIVERSITEIT HASSELT [UHASSELT]
  - AKADEMIA GORNICZO-HUTNICZA IM. STANISLAWA STASZICA W KRAKOWIE [AGH / AGH-UST], NUROMEDIA GMBH [NURO]
  - WINGS ICT SOLUTIONS INFORMATION & COMMUNICATION TECHNOLOGIES IKE [WINGS],
  - UBITEL INGENIERIA SL [UBI]
  - POLITECNICO DI BARI [POLIBA]
  - UNIVERSITA DEGLI STUDI DI BARI ALDO MORO [UNIBA]
- Associated Partners:
  - UNIVERSITY OF SUFFOLK LTD [USUFF]
  - THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD [UOXF]

The Discloser and Recipient hereto desire to enter into a collaboration for the purpose of integrating the Recipient in the External Expert Advisory Board of the MISTRAL project.

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Throughout the aforementioned task, the Discloser may share proprietary information or Confidential Information with the Recipient subject to the terms and covenants set forth below.

**NOW IT IS AGREED AS FOLLOWS: 1. Confidential Information**

1.1 For the purposes of this Agreement, Confidential Information means any data or proprietary information of the Discloser that is not generally known to the public or has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (i) any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;
- (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Discloser's part, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;
- (iv) trade secrets; plans for products or services, and customer or supplier lists;
- (v) any other information that should reasonably be recognized as Confidential Information by the Discloser.

1.2 The Discloser and the Recipient agree hereby that Confidential Information needs not to be novel, unique, patentable, copyrightable or constitutes a trade secret in order to be designated Confidential Information and therefore protected.

1.3 Confidential Information shall be identified either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the Recipient of the confidential nature of the information. Such notification shall be done orally, by e-mail or written correspondence, or via other appropriate means of communication.

1.4 The Recipient hereby acknowledge that the Confidential Information proprietary of the Discloser has been developed and obtained through great efforts and shall be regarded and kept as Confidential Information.

1.5 Notwithstanding the aforementioned Confidential Information shall exclude information that:

- (i) is already in the public domain at the time of disclosure by the Discloser to the Recipient or thereafter enters the public domain without any breach of the terms of this Agreement;
- (i) was already known by the Recipient before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);
- (i) is subsequently communicated to the Recipient without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Discloser;



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(iv) becomes publicly available by other means than a breach of confidentiality obligations by the Recipient (not through fault or failure to act by the Recipient);

(iv) is or has been developed independently by employees, consultants or agents of the Recipient (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any Confidential Information pertaining to the Discloser.

## **2. Purpose of the Disclosure of Confidential Information**

The Discloser and Recipient will enter a collaboration integrating the Recipient in the External Expert Advisory Board of the MISTRAL project for the following tasks:

- [Task].

## **3. Undertakings of the Recipient**

3.1 In the context of the tasks of the Recipient as External Expert, the Discloser may disclose Confidential Information to the Recipient. The Recipient agrees to use the Confidential Information solely in connection with purposes contemplated in this Agreement and not to use it for any other purpose or without the prior written consent of the Discloser.

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

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

3.4 The Recipient will not disclose any Confidential Information received to any third parties, except as otherwise provided for herein.

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

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

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Information received. Likewise, any modifications and improvements thereof by the Recipient shall be the sole property of the Discloser.

3.7 The Recipient shall promptly return or destroy all copies (in whatever form reproduced or stored), including all notes and derivatives of the Confidential Information disclosed under this Agreement, upon the earlier of (i) the completion or termination of the dealings contemplated in this Agreement; (ii) or the termination of this Agreement; (iii) or at the time the Discloser may request it to the Recipient.

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

3.9 In the event that the Recipient is asked to communicate the Confidential Information to any judicial, administrative, regulatory authority or similar or obliged to reveal such information by mandatory law, it shall notify promptly the Discloser of the terms of such disclosure and will collaborate to the extent practicable with the Discloser in order to comply with the order and preserve the confidentiality of the Confidential Information.

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

3.11 The Recipient shall immediately notify upon becoming aware of any breach of confidence by anybody to whom it has disclosed the Confidential Information and give all necessary assistance in connection with any steps which the Discloser may wish to take prevent, stop or obtain compensation for such a breach or threatened breach.

3.12 The Confidential Information subject to this Agreement is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including but not limited to, its applicability for any purpose, non-infringement of third-party rights, accuracy, completeness or correctness. Further, the Discloser shall not have any liability to the Recipient resulting from any use of the Confidential Information.

3.13 The Discloser is not under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.

3.14 Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Discloser and Recipient.

#### **4. Miscellaneous**

##### **4.1 Duration and Termination**

This Agreement shall remain in full force and effect for a until complete fulfilment of MISTRAL project.

4.1.1 . Notwithstanding the foregoing, the Recipient's duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.

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#### **4.2 Applicable Law and Jurisdiction**

This Agreement shall be construed and interpreted by the laws of Belgium. The court of Belgium shall have jurisdiction.

#### **4.3 Validity**

If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

#### **4.4 Subsequent Agreements**

Ancillary agreements, amendments or additions hereto shall be made in writing.

#### **4.5 Communications**

Any notices or communications required may be delivered by hand or e-mail, mailed by registered mail to the address of the Recipient/Discloser as indicated above. Any subsequent modification of addresses should be reasonably communicated in advance to the effect of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Non-Disclosure Agreement to be executed as of the date stated above.

FOR [*insert name of participant or potential or current partner*] [*insert name of representative*] [*insert title*]

Done at [*place*] on [*date*]