ADOPT BBMRI-ERIC
gateway for health

ADOPT BBMRI-ERIC
GRANT AGREEMENT NO. 676550

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Collaboration agreement with other ESFRI-BMS research infrastructures, IMI and national biomarker programs

Executive Summary

The goal within the ADOPT BBMRI-ERIC project was to coordinate biomarker-relevant activities with other research infrastructures in order to optimally develop synergies, to avoid duplication and to explore opportunities for collaboration with IMI2 and leading national biomarker initiatives. Within the duration of the ADOPT BBMRI-ERIC project the goals have been reached: BBMRI-ERIC has signed a collaboration agreement with EATRIS and ECRIN to develop joint services and to further intensify the collaboration as well as to be full partners on projects focused on biomarker research within IMI.

BBMRI-ERIC, EATRIS and ECRIN agreed to collaborate on the development of joint scientific services related to education and training, quality and standardization, sharing operational resources and stakeholder engagement. This initiative will also contribute to a sustainable way forward for the various ADOPT deliverables that were created.

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Document log

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1. Background

From gene therapies to biomarkers, from rheumatoid arthritis to the latest cancer therapy, from basic research to clinical decision-making right into the hospital, everyone on the research-care continuum relies on human samples stored in biobanks. Pathologists, patients, clinicians, researchers, industry: all need a reliable way to store, access and analyse samples. Biobanking is where science meets treatment, and it needs to become systematically interwoven with other branches of biomedical research and treatment.

Specifically towards biomarker development, BBMRI-ERIC can enhance the connection between basic research through to the clinic to meet the needs of biomarker development in personalized medicine the biological samples should represent the whole biological spectrum of diseases. These requirements cannot be met by a single academic or industry biobank: they require access to several countries complying with common quality standards. Moreover, in order to coordinate biomarker relevant activities, collaboration with other ESFRI BMS research infrastructures, IMI and FP7 programs are essential.

2. Approaches (Methods)

Collaboration agreement with other ESFRI BMS Research infrastructures

Research Infrastructures (RIs) like BBMRI-ERIC were specifically created to give order to disconnected scientific communities in key areas for the development of future research. ERICs provide researchers with reliable platforms to interact, by consolidating the collaboration among national research

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infrastructures. To do so, each ERIC focuses on a specific, narrow field, to strengthen the infrastructures and scientific community around it, and to make the ERIC itself a reliable and competent partner. RIs offered unique research services to users from different countries, attract young people to science and help to shape scientific communities. BBMRI-ERIC collaborates closely with other biobanking/health infrastructure initiatives and has been the driver of the joint services approach where possible with other medical RIs to prevent duplication.

The collaboration with other BMS RIs started already before the start of ADOPT BBMRI-ERIC, but was able to intensify during and thanks to ADOPT. As BBMRI-ERIC we are focusing on the aspect of sample access, but significant increase of impact can be achieved if this approach is supported and preached by other biomedical RIs. A good example project where this is achieved was Corbel: the continuation of a joint FP7 project BioMedBridges. Within Corbel, BBMRI-ERIC is continuing the collaboration with 13 BMS RIs, bringing together a platform for harmonized user access to biological and medical technologies, biological samples and data services required by cutting-edge biomedical research.

Thus specific BBMRI-ERIC deliverables within ADOPT (Access procedure, KPIs, handbook, CRC cohort experience) can be used as best practices or models for expanded use in other RIs through joint projects, supporting the relationship between them as well. On a more research-focused collaboration, BBMRI-ERIC has developed cooperation within the H2020 projects RD-Connect, AARC2, EOSCpilot andEOSCHub.

Within ADOPT and Corbel it was clear that besides BBMRI-ERIC also EATRIS and ECRIN were to some extent focused on the patient. Separately we were trying to improve healthcare, but the initiative was taken to see if more impact could be achieved with the various services and deliverables, also to make them more sustainable and not completely project dependent. The real driver to increase our collaboration was in 2018, when preparations for a joint statement between the three RIs in regard to Horizon Europe began and was released. This approach guarantees a longer lifetime for the ADPOT deliverables as such, and quite a larger audience.

Collaboration opportunities with IMI and national biomarker programmes

BBMRI-ERIC has participated in the IMI (Innovative Medicines Initiative) project *EMTRAIN*, which established a pan-European platform for education and training covering the whole life cycle of medicines research, from basic science through clinical development to pharmacovigilance. The *EMTRAIN* aimed to establish a training syllabus for professional scientists in the different aspects of drug development and BBMRI-ERIC was an important contributor to this training programme.

BBMRI-ERIC is also part of an IMI Project *ConcePTION*. ConcePTION will be building an ecosystem for better monitoring and communicating safety of medicines use in pregnancy and breastfeeding: validated and regulatory endorsed workflows for fast, optimized evidence generation. The project kicked off in 2019.

BBMRI-ERIC was part of the FP7 project *BBMRI-LPC*. BBMRI-ERIC took the leading role to establish a fully integrated service to fully exploit the research potential of the large-scale prospective cohorts in order

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to promote synergies and avoid and duplications in the field. As a result, *BBMRI-LPC* continues even after the project end.

An important part of the BBMRI-ERIC workstream is Biomarker Verification and Validation. The innovative concept of "Expert Centers" provides a solution to public-private relationships. During the period of ADOPT BBMRI-ERIC, 3 expert centers become part of the community: CBmed (Austria), ATMA-ES (Italy) and CNAG-CRG (Spain).

3. Results

Throughout ADOPT BBMRI-ERIC the collaboration with other BMS RIs has intensified.

In a joint paper, BBMRI-ERIC, EATRIS and ECRIN identify four critical success factors for optimal outcomes in the next funding period with regard to the upcoming Horizon Europe framework programme (Annex 1). The document led the way for an official collaboration agreement, which was signed on January 9, 2019 (Annex 2). BBMRI-ERIC, EATRIS and ECRIN agreed to collaborate on the development of joint scientific services; joint partnership with users' communities and medical specialties; sharing of educational resources and development of joint training programs; joint participation in quality and standardization initiatives, such as certification programs; sharing of operational resources and operational best practices; joint participation in funding applications; joint advocacy and public engagement. Here the first steps to guarantee a sustainable way forward for the various ADOPT deliverables were taken.

4. Next Steps

BBMRI-ERIC has defined the next steps in its *Vision Paper* to further build and strengthen value-added sustainable biobanking. The *Vision Paper* has set the strategic objectives, one of which is the joint services approach with other BMS RIs. Future collaboration with other BMS RIs to further expand the workstream of Biomarker Verification and Validation within BBMRI-ERIC is under negotiation.

This also means that our services must be seamlessly integrated with other, complementary services, by expanding the number of formal collaborations BBMRI-ERIC has, and by deepening the level of cooperation. The renewed, deeper collaboration will involve other RIs, research organisations and industry, and will have a specific scope and clear rights and duties. Of particular importance will be the collaboration with our direct peers, the other health RIs. Consolidating a joint value offer would create an unprecedented total workflow powerhouse for personalised medicine research, which can have a real impact. Increasing our collaboration with other RIs will decrease isolation and fragmentation of efforts. Most importantly, such renewed alliance will increase the impact of the activities significantly and minimize waste of precious resources.

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Annex 1

Joint statement from BBMRI-ERIC, EATRIS and ECRIN on Horizon Europe

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BBMRI-ERIC
Biobanking and
BioMolecular resources
Research Infrastructure

eatris
European infrastructure
for translational medicine

ECRIN
EUROPEAN CLINICAL RESEARCH
INFRASTRUCTURE NETWORK

Medical Research Infrastructures: Solid foundations for Horizon Europe

BBMRI-ERIC, EATRIS-ERIC and ECRIN-ERIC are ESFRI medical research infrastructures (RI) with an ERIC status (European Research Infrastructure Consortia[1]), established as **high quality service providers** for academia and industry. Through our services, we support discovery, translational and clinical research, underpinning a common objective – **creating, developing and delivering new value to European patients.**

Building on each RI individual capabilities and networks, we are fully aware of the critical importance to accelerate and deepen collaboration among medical ERICs, to increase the chances of high quality European medical research to reach the patient with significant impact. With this objective in mind, we continue to develop interoperable tools, shared activities, joint services and common strategies on **quality, standards** and **advocacy** to maximise the societal impact of Europe's excellent research efforts.

We fully embrace the mission-oriented approach as suggested by Professor Mazzucato, to tackle the research and innovation challenges ahead, and as recently adopted in the Commission proposal for Horizon Europe. Such approach is complementary to the multi-disciplinary collaborative vision and transnational frameworks already implemented by the sustainable medical ERICs, and will be decisive in addressing the longstanding obstacles, particularly hampering health research in Europe. **Cross-sector collaboration is of the utmost importance to generate impact for patients.**

The **ESFRI roadmap** and the **development of the ERIC Forum**[2] have already created a robust framework for supporting the scientific and technological needs of the scientific community. The RIs provide a solid foundation for scientific development by creating a critical mass of complementary capacities to tackle the ambitious challenges identified as Missions. **In the field of medical research, a federated alliance of BBMRI, EATRIS and ECRIN guarantees the promotion of innovation and knowledge, and the involvement of all parties needed to push forward novel therapies in the European Research Area (ERA), and their optimal use in individual patients.**

For the upcoming framework programme to be as innovative and successful for health research in Europe as possible, **the medical ERICs consider four critical success factors for Horizon Europe**:

- *Avoid undesired duplication and fragmentation;*
- *Safeguard quality and enhance reproducibility;*
- *Support public engagement by promoting responsible research policies;*
- *Enable rigorous innovation management.*

1. Avoid undesired duplication and fragmentation

The ERA suffers from substantial duplication and fragmentation of strategies, expertise and services, due to the broad range of stakeholders required in the medicines development pipeline, which often results in competition rather than cooperation, and in the creation of silos. In addition, national regulation, organisation and funding of medical research is a major source of duplication and fragmentation. Such a fragmented environment creates an unbalance between the level of outcomes

[1] The community legal framework for a European Research Infrastructure Consortium (ERIC) is a specific legal form to facilitate the establishment and operation of research infrastructures with European interest. More information: https://ec.europa.eu/research/infrastructures/index.cfm?pg=eric

[2] https://www.eric-forum.eu/

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(new treatments) versus investments. Horizon Europe has the opportunity to send a clear message to society that a knowledge-based ecosystem has the assets to tackle the major challenges of our time. Particularly in the field of health, the current health R&D socio-economic paradigm leaves many challenges unmet, such as the long-term sustainability of healthcare systems in an ageing population.

For the successful development of Horizon Europe, researchers should have effective access to existing high quality tools and coordinated services that have been developed by ERICs to offer consistent and comprehensive support, as well as promoting interdisciplinary and multinational research aligned in the pursuit of excellence and impact.

By providing scientists from any European country with efficient access to academic expertise and facilities, the medical ERICs are at the forefront of the battle against duplication and fragmentation; this has been recently addressed one step further by piloting a new joint service as part of the H2020-funded CORBEL project gathering 13 biological and medical RI[3]. Via a unique application, researchers could apply for the complementary expertise of the three medical ERICs for complex multimodal biomarker profiling[4]. Following this successful experience, additional joint services will be offered in the future to multinational projects, particularly in the field of precision medicine, which requires access to a seamless innovation pipeline from basic research to the patient.

2. Safeguard quality and enhance reproducibility

One of the fundamental principles of the scientific process is reproducibility – the idea that a discovery is valid only if another scientific team in a different laboratory can conduct the same experiment under the same conditions and obtain the same results. Recent studies[5] in the field of biomedical research show that findings from **an alarmingly high percentage of scientific papers cannot be reliably reproduced by other researchers.** The current situation results from a combination of the inherent complexity of scientific research, of technological and methodological innovation, of a lack of accountability for researchers, and of incentives created by a publish-or-perish culture in academia.

The tremendous effort in recent years to open up biomedical science, improve research efficiency and battle research waste through the European Open Science Cloud (EOSC) initiative and the FAIR principles is welcome and timely, with all three medical ERICs having endorsed the EOSC declaration.

However, most of the variability that causes biomedical research to be non-reproducible occurs in the laboratory before data is generated[6]. This questions the methodology, bias containment, statistical power, the need for multicentre experiments, and the quality management in research activities. Failing to act on these issues under Horizon Europe would have vast ramifications, including the continued lack of efficiency of biomedical research. **This is a particularly urgent matter as the healthcare systems**

[3] http://www.corbel-project.eu/home.html
[4] http://www.corbel-project.eu/open-call/access-tracks/access-track-5-complex-multimodal-biomarker-profiling.html
[5] Florian Prinz, Thomas Schlange, and Khusru Asadullah (2011) Believe it or not: how much can we rely on published data on potential drug targets? Nature Reviews Drug Discovery, 10(9): 712. C
[6] Freedman LP, Cockburn IM, Simcoe TS (2015)The Economics of Reproducibility in Preclinical Research.PLoSBiol13(6):e1002165. doi:10.1371/journal.pbio.1002165

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responsible for the implementation process of medical interventions cannot afford "failure," particularly in clinical practice.

Horizon Europe should develop policies and instruments to ensure that the methodology, quality and reproducibility of translational and clinical research are optimal, for more cost-effective research outcomes and a trustworthy scientific basis for clinical decision-making. *This can be achieved in part by* ***fostering the use of quality services and research laboratories with sufficient quality measures and processes in place.***

A key mandate as medical ERICs is to provide access to research facilities of excellence, therefore to ensure that research quality is safeguarded through the **establishment of quality standards** and the dissemination (and adoption) of **best practices** by its members as well as the broader biomedical community. We have already implemented solutions to address this systemic issue of reproducibility: for instance, initiatives such as the BBMRI-ERIC quality management service[7] or the ECRIN data centre certification programme[8] can provide free, pre-competitive support to researchers to abide by ISO-CEN standards and international consensus guidelines. Additionally, EATRIS operates a bottom-up Quality Initiative encompassing multiple actions around reproducibility, standards, and reference materials[9]. Together with the EATRIS Inside programme that supports research funders and their investigators in designing high quality, robust translational research projects, the medical ERICs offer a wide range of support options related to quality.

3. Support public engagement by promoting responsible research policies

Public engagement in biomedical research is key for better health outcomes. Despite increased involvement of patient organisations and advocacy groups as partners in H2020 or IMI-funded research projects, **public and patient engagement is still often perceived as a "tick-box exercise" for researchers seeking funding**, especially when patients' participation comes too late in the proposal preparation process to make a difference.

Horizon Europe should enable a much needed cultural shift in the way academia, regulators, industry, and HTA bodies collaborate together with patient organisations. The programme should be the vehicle for increased multi-stakeholder and cross-sectoral collaboration, providing sustainable and meaningful opportunities for patients to participate *in the research process.*

Medical ERICs rely on the expertise of academic consortia. In order to carry out our missions effectively, our work depends strongly on facilitating the collaboration of multiple stakeholders (patients, citizens, industry, academia, healthcare professionals). BBMRI-ERIC involves patients and consumers in its decision-making process, via its ad-hoc advisory board called BBMRI Stakeholder Forums[10], to collate the input of the broad stakeholder community of the infrastructure, comprising patients, clinicians, funders, industry and other users. EATRIS has since 2015 its Patient Advisory Committee[11], aiming at bringing the patient's perspective in the evaluation process of research projects it supports. As part of the CORBEL

[7] http://www.bbmri-eric.eu/services/quality-management/
[8] http://www.ecrin.org/activities/data-centre-certification
[9] https://eatris.eu/insights/eatris-annual-report-2017/
[10] http://www.bbmri-eric.eu/BBMRI-ERIC/stakeholder-forum/
[11] https://eatris.eu/insights/egan-and-eatris-eric-sign-letter-of-intent/

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project, ECRIN leads the Medical Infrastructures User Forums (MIUF)[12], a series of yearly meetings gathering RI representatives, funders and users to increase mutual awareness and generate collaboration opportunities.

4. Enable rigorous innovation management

The translation of scientific discoveries into tangible innovative interventions for patients is at the heart of medical ERICs' mission, and a top-priority societal challenge. However, despite a strong scientific case, **principal investigators often lack access to the methodology and services** needed for the seamless **development** of their potential future treatment or tool, therefore resulting in **increased research and funding waste**. Additionally, academia may lack knowledge and tools to develop successful industry partnering strategies or long-term public-private collaborations. A consequence, the **medical innovation continuum is extremely expensive** (drug development is estimated to be ca. USD2.5 billion per new marketed drug[13]) **time consuming** (the average period between discovery and development of. a new treatment is 10 years[14]) and comes with **enormous failure rates**[15]. For example, in clinical trials the probability of advancing from phase 2 to phase 3 is estimated to be only 32%[16], meaning that 2 out of 3 projects reaching this phase will be abandoned. This points to severe deficiencies in the predictive power of preclinical research.

*Horizon Europe should ensure that **funded projects include a rigorous innovation management plan**, covering various necessary steps **leading to market access** and leveraging the following expertise: intellectual property, regulatory requirements, health technology assessment, ethics, trial protocol and management methodology. Such criteria would also imply **the involvement of a wide range of stakeholders in project consortia.***

Each medical ERIC has addressed this issue by developing accessible solutions for researchers. ECRIN offers a unique service called "ECRIN-On-Board[17]", aiming to improve the quality of EU funding applications through early support on the clinical trial protocol and the logistical/operational aspects of project design. EATRIS provides complete Innovation Management support, as well as their translational optimisation service[18], which assesses the translational feasibility and potential of research projects. By providing feedback on issues such as medical need, market and pipeline overview, regulatory pathway, intellectual property and translational tools, investigators can optimise their plans according to the realities of the development pipeline. Additionally, services like the BBMRI-ERIC Directory, Locator and Negotiator can help researchers to find the right samples to test diagnostics, biomarkers and treatments throughout the development process[19].

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[12] https://zenodo.org/record/825054#.WzNCFtIzYuU
[13] DiMasi JA, Grabowski HG, Hansen RW (2016) Innovation in the pharmaceutical industry: New estimates of R&D costs; Journ Health Economics, 47; 20-33
[14] S. Morgan, P. Grootendorst, J. Lexchin, C. Cunningham, D. Greyso; The cost of drug development: A systematic review; Health Policy, Volume 100, Issue 1, 2011, Pages 4-17.
[15] DiMasi, J. A., Feldman, L. , Seckler, A. and Wilson, A. (2010), Trends in Risks Associated With New Drug Development: Success Rates for Investigational Drugs. Clinical Pharmacology & Therapeutics.
[16] Hay et al, Clinical development success rates for investigational drugs (2014) Nat. Biotech. 32, 40–51
[17] http://www.ecrin.org/activities/ecrin-on-board
[18] https://eatris.eu/solutions/eatris-inside-for-funding-applications/
[19] http://www.bbmri-eric.eu/services/directory/

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Annex 2

Collaboration Agreement between BBMRI-ERIC, EATRIS and ECRIN

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COLLABORATION AGREEMENT

(hereinafter the "Agreement")

1.) European Research Infrastructure Consortium **EATRIS ERIC,** located at VUmc, De Boelelaan 1118, 1081 HZ Amsterdam, The Netherlands, represented by its Operations & Finance Director, Mr. Anton Ussi (hereafter referred to as "EATRIS")

and

2.) European Research Infrastructure Consortium ECRIN ERIC, located at 5 rue Watt, 75013 PARIS, France, represented by its Director General, Prof. Jacques Demotes (hereafter referred to as "ECRIN")

and

3.) European Research Infrastructure Consortium BBMRI ERIC, located at Neue Stiftingtalstrasse 2/B/6,8010, Graz, Austria, represented by its Director General, Mr. Erik Steinfelder (hereafter referred to as "BBMRI")

The foregoing also solely referred to as "Party" or "Collaborator" and collectively referred to as "Parties" or "Collaborators";

CONSIDERING THAT:

a) EATRIS is a European Research Infrastructure Consortium of over 80 translational health European research institutions, its goal is managing translational research programmes and projects and other related activities;

b) EATRIS provides access to the expertise and facilities of member institutions and offers services relating to therapeutic and diagnostic product development;

c) ECRIN is a European Research Infrastructure Consortium whose mission is to support multinational clinical research, making Europe a single area and providing access to patients and medical expertise throughout Europe, thus boosting patient recruitment and raising the quality of clinical studies;

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d) ECRIN provides coordinated operational services to the management of multinational clinical studies; this is made possible due to its distributed organisation - sustainable agreements with its national partners (networks of clinical trial units) and ECRIN staff located in each national hub – and due to the development of appropriate tools, guidance and quality criteria.

e) BBMRI is a European research infrastructure for biobanking that connects 500+ biobanks from 20 EU countries and the WHO, together with all the main players from the biobanking field – researchers, biobankers, industry, and patients – to boost biomedical research.

f) BBMRI offers quality management services, support with ethical, legal and societal issues, and a number of online tools and software solutions for biobankers and researchers. Ultimately, BBMRI goal is to make new treatments possible.

g) Parties wish to collaborate to form an alliance of medical research infrastructures that provides access to joint medical research services and develop interoperable tools with the final aim of increasing patient outcome of medical research in Europe.

h) Parties now wish to structure their long-term collaboration to facilitate future projects as defined hereinafter;

i) In the course of collaboration, Parties are willing to exchange confidential Information which might also include confidential information of third parties;

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. Purpose of the Agreement

The purpose of this agreement is to regulate the terms and conditions for establishment of a collaboration between the Parties in the field of medical research infrastructures' services, including projects funded by European Union (EU), in particular in the framework of H2020, IMI and Horizon Europe.

2. Scope of the Agreement and Project Agreement(s)

1. By means of this Agreement, Parties aim to create a general framework collaboration under which Parties will, from time to time, initiate projects by a way of separate appendices to this Agreement, to further develop their partnership.
2. Parties shall collaborate on the following -non-limitative- subject matters:
    a. Development of joint scientific services
    b. Joint partnership with users' communities and medical specialties
    c. Sharing of educational resources and development of joint training programmes. Joint participation in quality and standardisation initiatives, such as certification programmes
    d. Sharing of operational resources and operational best practices

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3. All notices, approvals, consents in connection to this Agreement and Project Agreements must be sent in writing, by mail or certified post with return receipt to the addresses designated in the head of this Agreement.

4. Governance

1. In order to organize the overall management and effective day to day coordination of the collaboration, Parties shall establish a light governance structure. Each Party will nominate one representative as a representative in the Steering Committee (hereinafter "Member").

2. Steering Committee will be ultimate decision-making body for the decisions associated with this collaboration and shall be responsible for the proper execution and efficient implementation of the collaboration under this Agreement. Each Steering Committee Member will hold one vote and all the decisions which have joint implications on all Parties shall be decided by unanimous vote. Each Steering Committee Member shall be present or represented (substitute may be appointed to attend and vote) at any meeting.

5. Intellectual Property Rights

1. Knowledge which was already in possession of a Party before the Effective Date of this Agreement and/or any Project Agreement, as well as knowledge generated by a Party outside of this Agreement and/or any project Agreement, remains the property of that Party. Nothing in this Agreement operates to transfer the ownership in any intellectual property rights of any Party.

2. Each Party owns intellectual property rights in all materials that such Party creates in connection with activities conducted under this Agreement and Project Agreements.

3. Each Party shall have the right to use any materials created or generated jointly under this Agreement and/or Project Agreements for non-commercial research activities and its internal purposes.

4. Any further details with regard to use of jointly created materials or intellectual property rights will be specified, if applicable under specific Project Agreement/s.

5. Should Parties decide to create a joint brand to mark the unique collaboration under this Agreement (i.e. by way of registered or unregistered trademark), such brand/trademark shall be considered as joint intellectual property of the Parties (notwithstanding the trademark holder in case of trademark registration) and each Party shall be able to use it after prior written consent of the other two Parties.

6. Personal Data

Parties acknowledge that specific laws and regulations are applicable to processing of personal data. Parties commit to process personal data exchanged and received under this Agreement and any Project Agreement/s in line with the provisions of the General Data Protection Regulation (GPDR).

7. Publication/Dissemination

Parties recognize the necessity to publish for research and educational purposes. Parties may publish or otherwise publicly disclose any information it has gained in the course of this collaboration with the prior, written approval of the other Party.

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8. Warranties and Liability

1. Parties represent and warrant that they have the right to enter into this Agreement.

2. Parties are not liable towards each other for any claims, costs or damages that may result, directly or indirectly out of the performed activities. The liability for direct damages is excluded except when damage is caused by intent or gross negligence/deliberate recklessness of such Party, its personnel or any third party engaged by such Party.

3. The liability of Parties for indirect damage or loss, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss arising from the use of items, materials or data prescribed by the other Party, and loss arising from corruption, destruction or loss of data or documents is excluded.

4. Notwithstanding the above stated in this Article, in case of joint participation of the Parties in the EU funded projects, liability between the Parties shall be in line and governed by the clauses of agreement/s concluded between the Parties specifically for that purpose.

9. Confidentiality

1. Confidential Information shall mean information, knowledge and data exchanged between Parties disclosed during this Agreement and/or specific Project Agreements if the nature of the information is confidential and of which receiving Party reasonably knows or should know that the information is confidential (such as but not limited to know how, business information, pricing, databases, processes, tools, business cases, business contacts, marketing plans, financial information, information regarding research and development, intellectual property, ideas etc.).

2. Parties shall at all times treat as confidential all the Confidential Information. Parties agree that Confidential Information shall be used only for purpose contemplated by this Agreement and Project Agreements and shall not be divulged or used for any other purpose without the prior written consent of the disclosing Party.

3. Parties agree to take all necessary steps to ensure that Confidential Information shall not be used by its officers, employees, consultants or agents, except on like terms of confidentiality and limited use as aforesaid, and that it shall be kept fully private and confidential by them with the same diligence.

4. Upon first request by any Party and without undue delay, the other Party shall promptly return and/or destroy all documents and tangible items delivered or made available by disclosing Party, containing or relating to the Confidential Information (including notes, copies, summaries or extracts). The return of the Confidential Information shall not release the receiving Party from any legal obligation under this Agreement.

5. The obligation to maintain confidentiality shall not apply to any information for which receiving Party can prove that:

- it was publicly available or known to the receiving Party already before this Agreement and/or Project Agreement was signed or becomes publicly known thereafter through no fault of the receiving Party;

- is developed by receiving Party independently of the received Confidential Information;

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- was received from third party without any confidentiality obligation or breach of duty to disclosing Party;

-is to be disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body, provided that each Party shall provide the other Party with prompt notice of such order or related proceeding to afford the other Party an opportunity to intervene and prevent the disclosure.

6. Parties shall promptly notify each other if they become aware of any breach of confidentiality by any person to whom Confidential Information shall have been divulged or used hereunder and shall give the other Party all reasonable assistance to protect its rights.

7. The obligation of confidentiality described in this Article shall come into force as of the Effective Date of this Agreement and shall continue in full force and effect for a period of five (5) years from the expiration/termination date of each Project Agreement.

10. Term and termination

1. This Agreement shall become effective as of January 1st, 2019 [Effective Date] and will remain in force and effect for an initial period of five (5) years ("Initial Term"). After expiration of Initial Term, this Agreement shall be automatically renewed for additional periods of 1 year each time ("Renewal Period") unless terminated sooner by either Party giving a notice six (6) months prior to the expiration of the Initial Term or any Renewal Period. For any started and/or ongoing projects and/or Project Agreements under this Agreement, this Agreement will be considered valid until all duties are fully fulfilled.

2. If either one of the Parties wishes to terminate this Agreement prematurely before expiration of its Initial Term or any Renewal period, this should be done at one (1) month's prior written notice provided that Parties cannot terminate this Agreement until Parties' obligations are fulfilled under all ongoing Project Agreements.

3. Party has the right to terminate this Agreement and/or any project Agreement with immediate effect by registered mail If the other Party is in breach of any of its obligations resulting from the Agreement and/or Project Agreement and fails to fulfill the obligation within the thirty (30) days from the date of being notified of such breach.

11.Governing law

1.This Agreement will be governed by the laws of Belgium. The Parties shall attempt in good faith to resolve promptly any dispute, arising out of or relating to this Agreement by negotiation. Any dispute that cannot be settled through negotiations are to be instituted by the competent court in Brussels.

12. Miscellaneous

12.1 **Entire Agreement.** This Agreement and Project Agreements constitute the entire understanding between the Parties relating to the subject matter hereof and supersede all prior understandings with respect hereto

12.2. **Amendments.** The Parties hereto may during the time of this Agreement modify, vary or alter any of its provisions. This Agreement may not be altered, modified or amended except in writing, signed by duly authorized representatives of all Parties.

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12.3 **Language.** Language of this Agreement shall be English. The language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent and no rule of strict construction against either Party shall apply to any term or condition of this Agreement.

12.4. **Headings.** Headings contained in this Agreement are for reference purpose only and shall not be used to construe any provision.

12.5. **Relationship between Parties.** The relationship between Parties under this Agreement is that of independent contractors.

12.6. **Waiver.** The waiver by either Party of a breach of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission by either Party in exercising any right that it may have under this Agreement operate as a waiver of any breach or default by the other Party.

12.7. **Severability.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, it shall be ineffective to the extent of such invalidity, illegality or unenforceability, and the validity, legality and enforceability of the remaining provisions contained in this Agreement shall remain in effect and the invalid or unenforceable provision shall be deemed modified to the limited extent required to permit its validity or enforcement in a manner most closely approximating the initial intention of the Parties as expressed by initial provision.

12.8. **Assignment**. Neither Party shall assign or transfer all or any part of its rights and obligations under this Agreement and Specific Agreements without prior written consent of the other Party.

12.9. **No Prohibition of Similar Arrangements**. Nothing in this Agreement restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations or individuals.

12.10. **Surviving terms.** Article 4 (Intellectual Property Rights), Article 5 (Personal Data), Article 7 (Warranties and Liability), Article 8 (Confidential Information), Article 9 (Term and Termination), Article 10 (Governing law) shall survive any expiration or termination of this Agreement for any reason.

The Parties have caused this Agreement to be signed in duplicate by their respective authorized representatives:

EATRIS

Signature: .....

Name: Anton Ussi

Title: Operations & Finance Director

ECRIN

Signature: .....

Name: Jacques Demotes

Title: Director General

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ADOPT
BBMRI-ERIC
gateway for health

BBMRI

Signature: .....

Name: Erik Steinfelder

Title: Director General

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