CONSORTIUM AGREEMENT

Clinical evaluation of nanoporous carbon adsorbent with tailored porosity (Yaq-001) as a new therapeutic for the treatment of liver cirrhosis and non-alcoholic fatty liver disease

‘CARBALIVE’

GRANT AGREEMENT NO: 634579

H2020-PHC-2014-two-stage

Version 2.2

Table of Content

Change Records

Version	Date	Changes	Author
Version 2.0	2015/04/23	1st draft circulated to partners	UCL
Version 2.1	2015/05/21	2nd draft circulated to partners	UCL
Version 2.2	2015/06/19	3rd draft circulated to partners	UCL

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon
REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in "Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)" (hereinafter referred to as "the Rules"), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on 2015-05-01, hereinafter referred to as the Effective Date

BETWEEN:

University College London, an institution whose registered address is at Gower Street, London WC1E 6BT, United Kingdom

the Coordinator

Mast Carbon International, Jays Close Viables, Basingstoke, RG22 4BA, United Kingdom

Alpha Bioresearch S.L., Paseo de la Castellana, n° 163, 2°I, Madrid, 28046, Spain

University of Brighton, with its administrative offices at Mithras House, Lewes Road, Brighton, East Sussex BN2 4AT United Kingdom

A2F Associates Limited, St John Street 145-157, London EC1V 4PW, United Kingdom

Consorci Institut d'investigacions Biomèdiques August PI I Sunyer, Calle Rosselo 149, Puerta BJS, Barcelona 08036, Spain

Universita Delgli Studi di Padova, Via 8 Febbraio 1848 2, Padova, 35122, Italy

Fundacio Hospital Universitari Vall D'Hebron – Institut de Recerca, Passeig Vall d'Hebron 119-129 (08035) Barcelona

Alma Mater Studiorm-Universita di Bologna, Via Zamboni 33, Bologna 40126, Italy

Faculdade de Medicina da Universidade de Lisboa, Avenida Professor Egas Moniz, EDIFIC, Lisboa, 1649-028, Portugal

Servicio Madrileño de Salud, established in Plaza Carlos Trias Bertran 7, Madrid 28020, Spain, ESQ2801221I

Universität Bern, Hochschulstrasse 4, 3012 Bern

Assistance Publique – Hôpitaux de Paris, 3 Avenue Victoria, Paris 75004, France

Yaqrit Limited, 97 Tottenham Court Road, London W1T 4TP, United Kingdom

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

relating to the Action entitled

“Clinical evaluation of nanoporous carbon adsorbent with tailored porosity (Yaq-001) as a new therapeutic for the treatment of liver cirrhosis and non-alcoholic fatty liver disease”

in short

CARBALIVE

hereinafter referred to as “Project”

WHEREAS:
The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)
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 Parties and the EC (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:

Section 1: Definitions

1.1 Definitions

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

1.2 Additional Definitions

“Capital Expenditures”
Capital Expenditures means costs of equipment, manufacturing or infrastructure included in the Consortium Plan and cumulatively exceeding ten thousands (10,000) Euros.

“Consortium Management Board”
The Consortium Management Board is the ultimate decision-making body of the consortium and consists of one representative of each Party.

“Consortium Plan”
Consortium Plan means the description of the action and the related agreed budget as first defined in the Grant Agreement and its Annexes and which may be updated by the Consortium Management Board.

"Funding Authority"
Funding Authority means the body awarding the grant for the Project.

“Defaulting Party”
Defaulting Party means a Party which the Consortium Management Board has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

“Legitimate interest(s)”
Legitimate interest includes but is not limited to academic or commercial interest or interest related to a Party’s corporate image, which breach would result in such Party suffering great harm in the cases provided for in this Consortium Agreement.

“Manufacturing Results”
Manufacturing Results means any Results generated by Mast Carbon International to manufacture Yaq-001 up to the release of Yaq-001 for dispatch to a third party nominated by Yaqrit.

“Needed” means:
i) For the implementation of the Project:
Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.

ii) 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.

“Yaq-001 Results”
Yaq-001 Results means any Results generated by Yaqrit Limited under the project and includes, without limitation final formulation of Yaq-001, final packaging under GMP conditions for the clinical trials, post-release processing and method of delivery.

Section 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.

Section 3: Entry into force, duration and termination

3.1 Entry into force

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.

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

An entity becomes a 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 Funding Authority or a Party, or
- is terminated,
or if a Party's participation in the Grant Agreement is terminated,
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 a Party wishes to terminate its participation in the Grant Agreement and this Consortium Agreement, it shall send a request in writing to the Coordinator. Such request shall fully set out the reasons for which such withdrawal is deemed necessary. The Coordinator submits the request to the competent Consortium body, who may require that certain conditions are fulfilled by the withdrawing Party, in the interest of the Project.

In case of one Party's withdrawal, the other Parties shall use reasonable endeavours to reach a timely agreement on how to reallocate the requesting Party's tasks under the Consortium Plan, and their related budget and EC contribution, so that the overall objectives of the Project can still be met after the Party's withdrawal. Following the decisions above, the Coordinator shall promptly notify the Commission, for its approval and any needed Grant Agreement amendment procedure.

3.3 Survival of rights and obligations

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

Section 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 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, in accordance with the governance structure of the Project, 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.

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

Each Party shall ensure that its work on the Project complies fully with all applicable local, government and international laws, regulations and guidelines which are effective during the period of the Grant Agreement, including those governing health and safety, data protection, and where relevant, the use of human or animal subjects and good clinical practice. In this regard, each Party shall maintain the confidentiality, in accordance with the applicable laws, regulations and guidelines, of all samples and data relating to the use of human subjects, which is created or used in the course of the Project.

Each Party shall secure all necessary approvals from the relevant research ethics committees before undertaking any part of the Project requiring ethics committee approval and shall, if required, obtain properly signed informed consent and acknowledgement forms from any human subjects, or their legal guardians, who they will involve in the Project. Where any part of the Project takes place in a hospital, the Party involved shall first obtain all necessary approvals, indemnities and agreements from that hospital.

When a Party (the “Provider”) sends biological material to another Party (the “Recipient”) in respect of the Project, a bilateral material transfer agreement (MTA), shall be concluded between such Parties to specify the conditions applying to such transfer of material on terms to be agreed between such Parties.

Each Party shall ensure that the terms of such MTA shall be completed correctly, adapted to the relevant situation and that it complies with this Consortium Agreement and all applicable rules, laws or regulations. Materials provided in the performance of the Project shall remain the property of the Provider. The MTA must also clarify that any material provided shall only be used for the purpose of the Project and only for as long as it is necessary for the purpose.

4.2 Breach

In the event that a responsible Consortium Body 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 Consortium Management Board, 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 Consortium Management Board may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) 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. The Party who involves third parties as aforesaid 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.

4.4 Reporting

In addition to providing to the Coordinator any information required to fulfil the Consortium's reporting requirements under Article 20 of the EC-GA (Periodic reports), each Party agrees to communicate to the Coordinator a brief report every six months.
Such report shall follow the 6 monthly report template to be prepared and circulated by the Coordinator and shall include detailed progress of each Action task and deliverable, results achieved and expenditures incurred in comparison to the forecast budget for the previous 6 months and plans/upcoming milestones for the next 6 months. For the avoidance of doubt, Parties that are beneficiaries not receiving EU funding (Art 9 of the Grant Agreement) are not required to report on their costs and expenditures but only on progress of activities.
The Coordinator will review and collate the 6 monthly reports and use them to monitor and ensure that the tasks have started on time and are using the personnel and competencies identified as necessary.

Section 5: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party ("Supplying Party") to another Party or to another Party's Affiliated Entity/ies under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose (except in respect of any infringement of any proprietary rights of third parties of which the Supplying Party was aware at the time of the relevant supply) 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 Affiliated Entities) exercising its Access Rights, provided such infringement was not caused by a wilful act or gross negligence of the Supplying Party.

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by a breach of confidentiality.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a wilful act or gross negligence.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's statutory liability.

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 competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

Section 6: Governance structure

6.1 General structure

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

The Consortium Management Board is the ultimate decision-making body of the consortium

The Science Strategy & Direction Team (SSD Team) support and advise the Coordinator on the technical and clinical direction and execution of the project. The SSD team shall report to and be accountable to the Consortium Management Board.

The Dissemination and Exploitation Board (DEB) consists of representatives from SME/industrial partners and lead clinical centres (UCL, UOB, UNIPD, YAQ, A2F, MCI) and is responsible for innovation management throughout the project and overseeing the continued development and commercialisation of project Results following the completion of the CARBALIVE project.

The Coordinator is the legal entity acting as the intermediary between the Parties and the Funding 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.

The Management Support Team assists the Consortium Management Board and the Coordinator.

6.2 Consortium Management Board

6.2.1 Members

The Consortium Management Board shall consist of one representative of each Party (hereinafter referred to as “Member”).

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.2.6 of this Consortium Agreement.

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

The Parties agree to abide by all decisions of the Consortium Management Board.
This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

6.2.2 Operational procedures for the Consortium Management Board

6.2.2.1 Representation in meetings

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

6.2.2.2 Convening meetings:
The chairperson shall convene ordinary meetings of the Consortium Management Board at least once every twelve months to review the progress made by each of the partners and to agree in detail the actions for the next period and shall also convene extraordinary meetings at any time upon written request of any Member.

6.2.2.3 Notice of a meeting:
The chairperson shall give notice in writing of a meeting to each Member as soon as possible and no later than 30 calendar days preceding an ordinary meeting and 14 calendar days preceding an extraordinary meeting.

6.2.2.4 Sending the agenda:
The chairperson shall send each Member a written original agenda no later than 14 calendar days preceding the meeting, or 10 calendar days before an extraordinary meeting.

6.2.2.5 Adding agenda items:
Any agenda item requiring a decision by the Members must be identified as such on the agenda. Any Member may add an item to the original agenda by written notification to all of the other Members no later than 7 calendar days preceding the meeting.

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

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

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

6.2.2.8 Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.2.5 of this Consortium Agreement.

6.2.3 Voting rules and quorum

6.2.3.1 The Consortium Management Board shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached, the chairperson of the Consortium Management Board shall convene an extraordinary meeting within 15 calendar days, which may also be held by teleconference or other telecommunication means and which shall be entitled to vote even if less than two/thirds (2/3) of its Members are present or represented.

6.2.3.2 Each Member shall have one vote.

6.2.3.3 Defaulting Parties 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 Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Consortium Management Board 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 Member may veto such a decision during the meeting only.

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 days after the draft minutes of the meeting are sent.

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

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

6.2.4.6 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 shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send draft minutes to all Members within 15 calendar days of the meeting.

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

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

6.2.6 Decisions of the Consortium Management Board

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

The following decisions shall be taken by the Consortium Management Board:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan
- Modifications to Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)
- Additions to Attachment 4 (Identified Affiliated Entities)

Evolution of the consortium

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

Appointments

On the basis of the Grant Agreement,upon a proposal by the Coordinator, the appointment if necessary of:
- The Science Strategy & Direction Team (SSD Team)
- The Dissemination and Exploitation Board (DEB)
- The Management Support Team

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

6.3 Science Strategy & Direction Team (SSD Team)

6.3.1 Members
The SSD team shall consist of the following people, hereinafter referred to as SSD Members:
- P. Angeli (UNIPD)
- M. Bernardi (UNIBO)
- P.Gines (IDIBAPS)
- H. Cortez-Pinto (FML)
- R. Wiest (UBERN)

6.3.2 Operational procedures of the SSD
The SSD Team will meet every 6 months and in conjuction with a scheduled project meeting to review project progress and discuss the future development programme.
The recommendations of the SSD team will be reported at the Project meeting and formal approval on the recommendations will be made by the Consortium Management Board.

6.4 Coordinator

6.4.1 The Coordinator shall be the intermediary between the Parties and the Funding 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
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing and submitting information on the progress of the Project and reports and other deliverables (including financial statements and related certification) to the Funding Authority
- preparing the meetings, proposing decisions and preparing the agenda of Consortium Management Board meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting promptly documents and information connected with the Project,,
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

6.4.3 If the Coordinator fails in its coordination tasks, the Consortium Management Board may propose to the Funding 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 Dissemination and Exploitation Board (DEB)

6.5.1 Members
The DEB team shall consist of representatives from the following SME/industrial partners and lead clinical centres (hereinafter referred to as SSD Members)
- UCL,
- UOB
- UNIPD,
- YAQ,
- A2F,
- MCI

All meetings of the DEB shall be chaired by Dr Daniel Green - YAQ (hereinafter referred to as Chairman of the DEB).

6.5.2 Operational procedures of the DEB

The DEB shall be established at the start of the project to monitor the project's dissemination and exploitation activities of Results.
The DEB shall meet as each project deliverable is achieved and at least every six months to review the Project's progress, identify, assess and determine Project's Results if any have been developed and how/if it could be protected and/or disseminated.
Any meeting may also be taken by teleconference or other telecommunication means to ensure a quick and smart decision-making process.
The Chairman of the DEB shall produce written minutes of each DEB meeting which shall be the formal record of all decisions taken and report to the Consortium Management Board.

6.6 Management Support Team

The Management Support Team shall consist of the Project Coordinator and the appointed project manager assigned to the Project by UCL's European Research and Innovation Office.
The Management Support Team shall provide assistance to and facilitate the work of the Consortium Management Board, the Coordinator and the SSD team in the day-to-day management of the Project.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The financial contribution of the Funding Authority to the Project shall be distributed by the Coordinator according to:
- the Consortium Plan
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.

A Party 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 Party shall be solely responsible for justifying its costs with respect to the Project towards the Funding Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Funding Authority.

7.1.3 Funding Principles

A Party which 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 actual duly justified eligible costs only.
A Party 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 Financial Consequences of the termination of the participation of a Party

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or in the case of Universität Bern who is not receiving EU funding (Art 9 of the Grant Agreement) the Swiss national authority funding that Beneficiary. Furthermore a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.2 Budgeting

The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.3 Payments

7.3.1 Payments to Parties are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

- notify the Party 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 Community 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 Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

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

- The pre-financing will be paid to Parties after receipt from the Funding Authority in separate instalments in conformity with the decisions of the Consortium Management Board on the applicable instalment mechanism and in accordance with the project actual implementation needs.

- Funding of Capital Expenditures included in the Consortium Plan will be paid to Parties based on their actual implementation needs against proof of progress of work and after completion of any agreed milestones and their acceptance by the Coordinator.

- Funding for costs accepted by the Funding Authority which comprise 2 interim and 1 final payments will be paid to the Parties without undue delay and in conformity with the provisions of the Grant Agreement.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the Grant Agreement, which has failed to meet any planned/agreed milestone in accordance with the Description of Action or to a Beneficiary which has not yet signed this Consortium Agreement.
The Coordinator is entitled to recover any undue amounts already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.

Section 8: Results

8.0 Ownership of Results

Results are owned by the Party that generates them.

For the avoidance of doubts, all Manufacturing Results shall be owned by Mast Carbon International and all Yaq-001 Results and associated data from the clinical trials shall be owned by Yaqrit Limited.

8.1 Joint ownership

The joint owners must agree on the allocation and terms of exercise of their joint ownership, in accordance with Art. 26.2 of the Grant Agreement.

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), and
- the Dissemination and Exploitation Board shall make propositions to the owning Parties on the appropriate strategy to commercially Exploit the jointly owned Results including the possibility of granting exclusive or non-exclusive licenses to one of the joint owners to commercially exploit the Results.

Minimal requirements for any Exploitation activity are:
(a) at least 45 calendar days advance notice; and
(b) Fair and Reasonable compensation.

Further to the Dissemination and exploitation Board proposition, the joint owners shall agree on all protection measures and the division of related cost of implementing such protection in advance. The Parties will discuss and agree which of them should take the lead in commercialisation of the jointly owned Results and the terms, including revenue sharing, which should apply in relation to such commercialisation. The Parties hereby acknowledge and agree that when one Party is granted an exclusive license to commercially exploit any other party's share of the Results it will fulfil the obligations of the Party/ies granting the license regarding the applicable Results, including protection of such Results, obligations related to access rights and the obligation to pass on those obligations to any subsequent assignee.

If an objection has been raised by any of the joint owners to the proposed commercialisation strategy of their jointly owned Results the joint owners shall discuss how to overcome the grounds for the objection on a timely basis and within 60 working days of raising the objection. The objecting joint owner(s) shall not unreasonably withhold their objection to proposed commercialisation strategy after 60 working days if appropriate actions have been taken by the other joint owners. .

8.2 Transfer of Results

8.2.1 Each Party may transfer ownership of its own Results or, unless agreed otherwise in a joint ownership agreement, of its own share of jointly owned Results, following the procedures of the Grant Agreement Article 30.

8.2.2 Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

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

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

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

8.3 Commercial use of Results

The Parties hereby acknowledge and agree that in the event of commercial exploitation of a product integrating Results generated in this project , solely or jointly by any of the Parties, that 'contributing' Party will be entitled to a share in a future revenues generated from such commercial exploitation, to be agreed in a separately negotiated agreement..

8.4 Dissemination

8.4.1 Dissemination of own Results

8.4.1.1 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 29.1 of the Grant Agreement subject to the following provisions.
Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the intended date of publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the dissemination is permitted.

8.4.1.2 An objection is justified if a Party can show that:
(a) the protection of the objecting Party's Results or Background would be adversely affected
(b) the objecting Party's Legitimate interests in relation to the Results or Background would be significantly harmed.

The objection has to be made in writing and include a precise request for necessary modifications.

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

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

8.4.2 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.

8.4.3 Cooperation obligations

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

8.4.4 Use of names, logos or trademarks of the Parties

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.

8.4.5 Logo and trademark of the Project

Each Party shall be entitled to use any logo or trademark of the Project royalty-free and on a non-exclusive basis for the execution of the Project only, even if such logo or trademark has been filed by a single Party only.
The Parties shall agree on further rules on use of the logo and/or trademark of the Project and its possible needed protection measures in a specific agreement.

8.5 Exclusive licenses

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

8.6 Authorship for publications

The Parties intend that authorship for all publications arising out of the action shall be determined in accordance with generally accepted standards for authorship, including (but not limited to) the guidelines at the relevant time of the International Committee of Medical Journal Editors. All investigators and contributors to a publication will be acknowledged in accordance with normal academic practice.

Section 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.

9.1.2 Any Party can propose to the Consortium Management Board to modify 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 expressly 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:
(a) the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose, only for so long as it is necessary for those purposes and that appropriate confidentiality obligations are in place;
(b) the entry into force of a written agreement between the granting Party and the granted Party.

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.

9.4 Access Rights for Exploitation

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

Access rights to Results for internal non-commercial research and/or educational 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, including for research on behalf of a third party, 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 Affiliated Entities

Affiliated Entities identified in Attachment 4 (Identified Affiliated Entities) to this Consortium Agreement have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to

sublicense to the latter's Affiliated Entities (listed in Attachment 4). Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

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

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

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.
Further arrangements with Affiliated Entities may be negotiated in separate agreements.

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 Consortium Management Board 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.

Section 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 and for its implementation and which the Recipient can reasonably expect to be confidential or 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 Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent of the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations.
- The Parties herewith agree that the Swiss national authority that funds the Party Universität Bern shall not be considered a third party in the sense of this Article 10.2.

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

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 becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure or
- the 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 Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure
- notify the Disclosing Party of said request, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

Section 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 8.2.2)
Attachment 4 (Identified Affiliated Entities)
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 which 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 Notices and other communication

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

Formal notices:
If it is required in this Consortium Agreement (Sections 4.2, 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 or telefax with receipt acknowledgement.

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

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

11.4 Assignment and amendments

Except as set out in Section 8.2, 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 Section 6.2.6 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.

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.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims which cannot be resolved amicably, shall be submitted to mediation in accordance with the WIPO Mediation Rules.

The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules.

The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court. If, and to the extent that the legislation of a Party's country prevents

the Party from submitting a dispute to mediation and/or arbitration, the dispute shall be submitted to the Courts of Brussels. The language to be used shall be English.

Section 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.

a. Signatures

Signed on behalf of University College London

Signature _____ Date _____

Name _____ Title _____

Organisation Stamp

b. Signatures

Signed on behalf of Mast Carbon International

Signature _____ Date _____

Name _____ Title _____

Organisation Stamp (if applicable)

c. Signatures

Signed on behalf of Alpha Bioresearch S.L.

Signature _____ Date _____

Name _____ Title _____

Organisation Stamp (if applicable)

d. Signatures

Signed on behalf of University of Brighton

Signature _____ Date _____

Name _____ Title _____

Organisation Stamp (if applicable)

e. Signatures

Signed on behalf of A2F Associates Limited

Signature _____ Date _____

Name _____ Title _____

Organisation Stamp (if applicable)

f. Signatures

Signed on behalf of Consorci Institut d'investigacions Biomediques August PI I Sunyer

Signature _____ Date _____

Name Ramón Gomis Title Director General

Organisation Stamp (if applicable)

Signature _____ Date _____

Name Pastora Martinez Title Managing Director

Organisation Stamp (if applicable)

g. Signatures

Signed on behalf of Universita Delgli Studi di Padova

Signature _____ Date _____

Name _____ Title _____

Organisation Stamp (if applicable)

h. Signatures

Signed on behalf of Fundacio Hospital Universitari Vall D'Hebron – Institut de Recerca

Signature _____ Date _____

Name Dr. Joan X Comella Carnicé Title Director

Organisation Stamp (if applicable)

i. Signatures

Signed on behalf of Alma Mater Studiorm-Universita di Bologna

Signature _____ Date _____

Name _____ Title _____

Organisation Stamp (if applicable)

j. Signatures

Signed on behalf of Faculdade de Medicina da Universidade de Lisboa

Signature _____ Date _____

Name _____ Title _____

Organisation Stamp (if applicable)

1. Signatures

Signed on behalf of Servicio Madrileño De Salud

Signature _____ Date _____

Name Juan José Equiza Escudero Title Hospital Director

Organisation Stamp (if applicable)

k. Signatures

Signed on behalf of Universität Bern

Signature _____ Date _____

Name _____ Title _____

Organisation Stamp (if applicable)

I. Signatures

Signed on behalf of Assistance Publique – Hôpitaux de Paris

Signature _____ Date _____

Name _____ Title _____

Organisation Stamp (if applicable)

m. Signatures

Signed on behalf of Yaqrit Limited

Signature _____ Date _____

Name _____ Title _____

Organisation Stamp (if applicable)

[Attachment 1: Background included]

According to the Grant Agreement (Article 24) Background is defined as "data, know-how or information (…) that is needed to implement the action or exploit the results". Because of this need, Access Rights have to be granted in principle, but parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

PARTY 1

As to University College London, 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 limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)

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

PARTY 2

As to Mast Carbon International, 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 limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Controlled porosoity bead materials as defined in patents		These patents are already the subject of licences and as such further licencing is restricted but depedneds on the specific application
Methods for the manufacture of controlled porosity beads		These patents are already the subject of licences and as such further licencing is restricted but depedneds on the specific application
The use of the controlled structure beads and other forms in hemofiltration applicaitons		These patents are already the subject of licences and as such they are not available for further licencing
General methods of production and uses for controlled pore structure carbons not covered by the above specific patents		

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

PARTY 3

As to Alpha Bioresearch S.L, 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 limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Standard operating procedures	SOPs will be distributed to other parties on a strictly need-to-know basis	N.A.

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

PARTY 4

Brighton bring background IP developed with MAST Carbon International evidencing a link between the nanoporous domains that are unique to MAST carbon beads and their enhanced biological performance. We showed that meso- macropores in the 2-100 nm range combined with a bimodal porous structure, large pore volume/surface area were linked to adsorption of albumin bound and high molecular weight biological molecules including cytokines and gram positive superantigens which are poorly removed by microporous activated carbons alone.
We also bring background IP and know how on the use of activated carbon beads, activated carbon monoliths, other carbon based nano- and macroparticles and composite structures for use in biological applications.
Our subsequent work supported by UoB and UCL funding with MAST and UCL partners applied UoB and MAST co-developed technology (YAK-001) to enterosorbent use in liver disease.
We evidenced adsorption of bacterial lipopolysaccharide and other inflammatory molecules and toxins which disrupt gut and liver function confirming work previously carried out for haemofiltration applications and applying this in a new way to the gut liver axis. “

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

PARTY 5

As to A2F Associates Limited, 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 limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)

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

PARTY 6

As to Consorci Institut d'investigacions Biomèdiques August PI I Sunyer, 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 limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Tools, techniques, results, expertise and methods from the research group/s of IDIBAPS Our research group in the setting of IDIBAPS has large experience on research in complications of cirrhosis and has led a large number of clinical trials in this field. Our group has wide experience both on clinical and basic and translational research. Results of some of the studies of the group have helped to improve the management of patients with cirrhosis and have been incorporated as the standard of care in international guidelines. Patients to be included in the different substudies of this project will be identified from	Tools, techniques, results, expertise and methods from the research group of IDIBAPS directly involved in carrying out the Project and which are necessary for the development of the Project will be made available for the duration of the Project itself, for research or educational purposes.	In case a Party/ies wishes to use this Background for another project, or beyond the duration of the Project or for non-research or educational purposes, its use will be subject to specific agreements between IDIBAPS and the Party/ies. Access to certain Background and/or Material may be subject to special conditions (Material Transfer Agreements, terms of use, etc.).

patients admitted to the Liver Unit or those evaluated in the outpatient clinics. Our Unit has a total of 40 beds in the general ward and 12 beds in the intensive care unit with a total of 1500 and 900 hospital admissions, respectively. Moreover, we have a large outpatient clinic for patients with cirrhosis. Finally, our research group has large experience in the obtaining and handling different biological samples such as serum, plasma, urine and stools. Our group has a laboratory located in the Centro Esther Koplowitz (CEK) in the setting of IDIBAPS which has all resources required to develop this project.		

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

PARTY 7

As to Universita Degli Studi di Padova, it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of Università degli Studi di Padova shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 8

As to Fundació Hospital Universitari Vall D'Hebron – Institut de Recerca (VHIR), 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:

VHIR hereby includes exclusively Background generated by scientists participating in the project, and which is inside the scope of the project as described below. Therefore, it excludes all Background other than the one generated under those mentioned conditions.

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Tools, techniques, methods and results, compiled in the expertise from the Liver Diseases research group from VHIR and explicitly by the scientists participating in the project. The Liver diseases research group at VHIR, has a long-standing expertise in clinical research in hepatology, including hepatic cirrhosis and in clinical trials in the field for over 20 years. Therefore, the background of the group includes tools and techniques for liver disease management, patient recruitment and follow-up and obtaining, handling and anlyzing different biological samples (serum, plasma, urine and feces).	Tools, techniques, methods and results, compiled in the expertise from the Liver Diseases research group/s from VHIR which are directly involved in carrying out the Project and which are necessary for the development of the Project will be made available for the duration of the Project itself, for research and/or educational purposes	In case of any Party/ies wishing to use the mentioned Background for a different project, or beyond the duration of the Project or for non-research or educational purposes, its use will be subject to specific agreements between VHIR and the requesting Party/ies. Access to certain Background and/or Material may be subject to special conditions (Material Transfer Agreements, terms of use, etc.).

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

PARTY 9

As to Alma Mater Studiorm-Universita di Bologna, 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 limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)

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

PARTY 10

As to Faculdade de Medicina da Universidade de Lisboa, 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 limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)

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

PARTY 11

As to Servicio Madrileño de Salud, 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 limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)

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

PARTY 12

As to Universität Bern, 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 limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
No Background to include		

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

PARTY 13

As to Assistance Publique – Hôpitaux de Paris, 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 limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)

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

PARTY 14

As to Yaqrit Limited, 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 limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for exploitation (Article 25.3 Grant Agreement)
Patent WO 2013/136094 Porous carbon particles for use in the treatment or prevention of liver disease.		

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

[Attachment 2: Accession document]

ACCESSION

of a new Party to

[Acronym of the Project] Consortium Agreement, version […, YYYY-MM-DD]

[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].

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE **Grant Agreement**]

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.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]
Signature(s)
Name(s)
Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]
Signature(s)
Name(s)
Title(s)

[Attachment 3: List of Third Parties for simplified transfer according to Section 8.2.2.]

PARTY 1 University College London

UCL Business PLC

The Network Building
97 Tottenham Court Road
London W1T 4TP
Tel: +44 (0)20 7679 9000
Fax: +44 (0)20 7679 9838
Email: info@uclb.com

PARTY 2 MAST Carbon Internaitonal Ld

Rescala Biomed Ltd

The Old Posting House
Main Street
Middle Tysoe
Steve.Batchelor@rescala.com
Tel. 1295 688303

PARTY 4 University of Brighton

UNIVERSITY OF BRIGHTON TRADING COMPANY LIMITED

Mithras House
Lewes Road
Brighton BN2 4AT

[Attachment 4: Identified Affiliated Entities according to Section 9.5]

PARTY 1 University College London

UCL Business PLC

The Network Building
97 Tottenham Court Road
London W1T 4TP
Tel: +44 (0)20 7679 9000
Fax: +44 (0)20 7679 9838
Email: info@uclb.com