

Virtual Physiological Human Network of Excellence

VPH NoE Associate Membership Agreement

This Membership Agreement is made by and among:

University College London, established in Gower Street, London, WC1E 6BT, United Kingdom

- Hereinafter referred to as "Coordinator" -

and

- Hereinafter referred to as "Associate Member" -

PREAMBLE

WHEREAS the Coordinator is the coordinator of the Virtual Physiological Human Network of Excellence, a Network of Excellence funded by the European Commission under the Seventh Framework Programme (FP7), Grant Agreement 223920, (the 'Consortium').

WHEREAS the Parties wish for the Associate Member to become involved with certain activities of the Consortium, all in accordance with the provisions of this Agreement.

1. Definitions

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

"Item" means any document, information, software, data, content or any other item that is posted on the VPH ToolKit.

"VPH NoE Members" means the VPH NoE Core Members and any other person(s) who enter into an agreement with any VPH NoE Core Member to become a general or

associate member of the VPH NoE. For the avoidance of doubt, each of the Coordinator and the Associate Member are VPH NoE Members.

“VPH NoE Core Members” means beneficiaries under the VPH NoE Project as listed in Appendix I to this Membership Agreement.

“Project” means the EU funded Network of Excellence project known as VPH NoE (Virtual Physiological Human Network of Excellence).

“VPH NoE Grant Agreement” means the Virtual Physiological Human Network of Excellence Grant Agreement 223920, including all appendices, a copy of which is attached as Appendix II to this Agreement.

“VPH NoE Consortium Agreement” means the consortium agreement executed by the VPH NoE Core Members dated 1 June 2008, a copy of which is attached as Appendix III to this Agreement

“VPH ToolKit” means the technical and methodological framework that will support and enable the Project through creation and accumulation of VPH research-related capacities. The detailed description of the VPH ToolKit is set out in the Annex I to the VPH NoE Grant Agreement.

Capitalised terms used in this Agreement that are not defined herein and that are defined in the VPH NoE Consortium Agreement and/or the VPH NoE Grant Agreement shall have the same meaning as in the VPH NoE Consortium Agreement and/or the VPH NoE Grant Agreement.

2. Subject matter of the membership agreement

The purpose of this Agreement is to enable the Associate Member to contribute and participate in the implementation of the activities of the Consortium in accordance with the provisions of this agreement.

3. Scope

The Associate Member shall contribute to the achievement of the objectives of the Project as set out in Annex I to the VPH NoE Grant Agreement. In consideration of the Associate Member’s contributions, the Associate Member shall be permitted, for the duration of this Agreement, to:

- i) take part in the VPH NoE General Assembly according to the provisions of the VPH NoE Consortium Agreement.
- ii) register to as a user of the VPH ToolKit;

- iii) ability to test the VPH ToolKit components;
- iv) ability to contribute to the development of the VPH ToolKit by submitting Item(s) for inclusion;
- v) ability to take part in Project related dissemination and training activities;
- vi) describe itself a Associate Member of the Virtual Physiological Human Network of Excellence;

4. Entry into force of the membership agreement

This Agreement shall enter into force after its signature by the Coordinator and the Associate Member, on the day of the last signature.

5. Completion, expiry, or termination of the agreement

- i) This Agreement shall automatically terminate on the date of completion of the Project or on termination (however caused) of the VPH NoE Grant Agreement.
- ii) Either Party may terminate this Agreement at any time by written notice to the other Party.
- iii) Upon termination of this Agreement (however caused) any terms and conditions that by their nature should survive termination or expiry of this Agreement shall be deemed to survive including without limitation clauses 8, 9, 11 & 12 to this Agreement.

6. Warranties

In respect of any information or materials supplied by one VPH NoE Member to another in relation to the Project, the Parties acknowledge that the providing VPH NoE Member gives no warranty or representation of any kind, either expressly or by implication, as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

The recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and/or materials.

7. Associate Members' general obligations

The Associate Member shall cooperate with the Coordinator and the VPH NoE Members so as to avoid any actions that could prevent an efficient management of the Consortium and the Project. It shall, in particular, provide the Coordinator with the administrative and organisational information required in order to carry out its coordination role.

The Associate Member shall cooperate with the VPH NoE Members as and when reasonably required with a view to achieving the aims of the Project.

The Associate Member hereby acknowledges and agrees (a) that it has read and understood the terms of the VPH NoE Consortium Agreement and the VPH NoE Grant Agreement; (b) that it shall comply with the provisions of the VPH NoE Consortium Agreement and the VPH NoE Grant Agreement insofar as they are appropriate to the Associate Member's activities and obligations under this Agreement; and (c) that it shall perform its activities and obligations under this Agreement in such a way as to enable the VPH NoE Core Members to comply with their respective obligations under the VPH NoE Consortium Agreement and the VPH NoE Grant Agreement.

In the event of any conflict between the provisions of this Agreement and the provisions of any part of the VPH NoE Consortium Agreement and/or the VPH NoE Grant Agreement, the provisions of the VPH NoE Consortium Agreement and the VPH NoE Grant Agreement shall prevail, with the exception of the definition of 'Confidential Information' in Clause 1 and Clause 15 to this Agreement, the provisions of which shall prevail over the VPH NoE Consortium Agreement and the VPH NoE Grant Agreement.

8. Confidentiality Provisions

The confidentiality provisions set out in Section 10 of the VPH NoE Consortium Agreement and in Article II.9 of the VPH NoE Grant Agreement are hereby incorporated into this Agreement by reference the Parties agree to treat Confidential Information in accordance with such provisions.

9. Intellectual Property Rights

The Foreground generated by the Project is the property of the VPH NoE Core Members. The participation of the Associate Member in the activity of the Project does not imply any transfer of ownership or intellectual property rights i.e. the VPH NoE Core Members retain all ownership rights.

The Associate Member is granted access rights to Foreground for the sole purpose of allowing an effective contribution to the achievement of the objectives of the Network. In particular, access rights are granted on a royalty-free basis to allow the Associate Member to enjoy its rights as established by Article 3 of this Agreement. The extent and the modality with which access rights to Foreground is granted shall be established by the owner/s of such Foreground.

The Associate Member hereby grants VPH NoE Core Members access rights to Foreground generated by the Associate Member, on a royalty-free basis and with the right to sub-licence to VPH NoE Members, both to carry out their own work and to use their own Foreground. The access rights granted under this paragraph shall terminate at the end of the Project.

In case of joint ownership of Foreground generated as a result of the collaboration between a VPH NoE Core Member and the Associate Member, each of the joint owners shall grant access rights to the other VPH NoE members on a royalty-free basis both to carry out their own work and to use their own Foreground. Without prejudice to the foregoing, each of the joint owners shall be entitled to use the joint Foreground as it sees fit, and to grant non-exclusive licenses to third parties, without any right to sublicense, subject to the following conditions:

- at least 45 days prior notice must be given to the other joint owner(s); and
- fair and reasonable compensation must be provided to the other joint owner(s).

All requests for access rights shall be made in writing.

If employees or other personnel working for an Associate Member are entitled to claim rights to Foreground, the Associate Member shall ensure that it is possible to exercise those rights in a manner compatible with its obligations under this Agreement.

Dissemination of Foreground generated by the Associate Member as a result of its carrying out a ToolKit development is subject to:

- at least 30 days prior notification to the VPH NoE Core Members;
- acknowledgement of support of the VPH NoE.

10. Financial and funding provisions

Associate Members are not entitled to claim any financial contribution from the European Commission under the VPH NoE project.

11. VPH ToolKit usage provisions

The Associate Member's access to the VPH ToolKit shall be conditional upon the prior acceptance of the relevant conditions and limitations for the usage and development of the VPH ToolKit. Such conditions and limitation shall be provided to the Associate Member before access for usage of the VPH ToolKit is granted. In the event of any conflict between the provisions of this Agreement and the provisions of such conditions and limitations, the provisions of the conditions and limitations shall prevail.

12. Liability

12.1. Neither Party warrants that any result or objective whether stated in this Agreement or not shall be achieved or be achievable at all or within a specific time frame.

12.2. Subject to clause 12.4 below, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party (a) of an indirect or consequential nature or (b) which consists of economic loss or other loss of turnover, profits, business or goodwill.

12.3 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

12.4 Nothing in this Agreement excludes any person's liability to the extent that it may not be so excluded under applicable law, including any such liability for death or personal injury caused by that person's negligence, or any liability for fraud.

12.5 The Associate Member shall bear sole responsibility for ensuring that its activities under this Agreement do not infringe third parties' rights.

3.12.6. It is understood that the Associate Member shall have no rights vis-à-vis the European Commission under the Grant Agreement 223920.

13. Notices

Any notice to be given under this Agreement shall be in writing to the addresses and recipients as listed below in this Article 12. In case notices are to be exchanged between the Associate Member and the other VPH NoE Core Members, the Coordinator shall act as intermediary.

Coordinator: UCL

Name of the contact person:

Title:

Address:

Tel:

Fax:

E-mail:

Associate Member:

Name of the contact person:

Title:

Address:

Tel:

Fax:

E-mail:

14. Amendments

Amendments and modifications to the text of this Agreement require a separate agreement between the Coordinator and the Associate Member.

15. Applicable Law

This agreement shall be governed by the rules of English Law and any dispute not capable of amicable settlement shall be determined in the English Courts.

Signed on behalf of

University College London

Signature of the authorised representative: _____

Name: _____

Position: _____

Date: _____

[Insert full Legal Name of Associate Member]

Signature of the authorised representative: _____

Name: _____

Position: _____

Date: _____

Appendix I: VPH NoE Core Members

- **UNIVERSITY COLLEGE LONDON - UCL**, established in Gower Street, WC1E 6BT LONDON - UNITED KINGDOM, the Coordinator,
- **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD** established in University Offices, Wellington Square, OX1 2JD OXFORD - UNITED KINGDOM
- **CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE (CNRS)** established in Rue Michel-Ange 3, 75794 PARIS - FRANCE
- **UNIVERSITE LIBRE DE BRUXELLES** established in Avenue Franklin Roosevelt 50, 1050 BRUXELLES - BELGIUM
- **INSTITUT NATIONAL DE RECHERCHE EN INFORMATIQUE ET EN AUTOMATIQUE** established in DOMAINE DE VOLUCEAU, 78153 LE CHESNAY CEDEX – FRANCE
- **THE UNIVERSITY OF NOTTINGHAM** established in University Park, NG7 2RD NOTTINGHAM - UNITED KINGDOM,
- **UNIVERSITAT POMPEU FABRA** established in PLACA DE LA MERCE 10-12, 08002 BARCELONA - SPAIN,
- **THE UNIVERSITY OF AUCKLAND** established in 24 Princess Street, 1142 AUCKLAND - NEW ZEALAND,
- **EUROPAISCHES LABORATORIUM FUER MOLEKULARBIOLOGIE – EMBL** established in Meyerhofstrasse 1, 69117 HEIDELBERG - GERMANY,
- **THE UNIVERSITY OF SHEFFIELD** established in Western Bank, Firth Court, S10 2TN SHEFFIELD - UNITED KINGDOM,
- **KAROLINSKA INSTITUTET** established in Nobels Vag 5, 17177 STOCKHOLM - SWEDEN,
- **INSTITUT MUNICIPAL D'ASSISTENCIA SANITARIA** established in PASSEIG MARITIM 25-29, 08003 BARCELONA - SPAIN,
- **GEIE ERCIM** established in 2004, ROUTE DES LUCIOLES SOPHIA ANTIPOLIS, 06410 BIOT - FRANCE,

Appendix II: VPH NoE Grant Agreement

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Appendix III: VPH NoE Consortium Agreement

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