

## Virtual Physiological Human Network of Excellence

### VPH NoE General 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

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- Hereinafter referred to as "General 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 General 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".

"Exemplar Project"

Exemplar Project means interdisciplinary and integrative short-term (6-12 months) research project awarded by the Consortium through a competitive grant mechanism.

"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 General 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 General 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 General 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 General Member’s contributions, the General 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) respond to funding calls published periodically by the Consortium in order to support Exemplar Projects;
- iii) apply for reimbursement of travel costs for researchers attending relevant Project meetings;
- iv) register to as a user of the VPH ToolKit;
- v) test the VPH ToolKit components;
- vi) contribute to the development of the VPH ToolKit by submitting Item(s) for inclusion;
- vii) take part in Project related dissemination and training activities;
- viii) describe itself a General 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 General 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. General Members' general obligations**

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

The General 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 General 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 General 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 General 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 General 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 General Member hereby grants VPH NoE Core Members access rights to Foreground generated by the General 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 General 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 the General Member are entitled to claim rights to Foreground, the General 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 General Member as a result of its carrying out aToolKit 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**

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

Researchers working for General Members shall be entitled to apply for reimbursement of travel costs incurred in connection to their attendance to relevant VPH NoE meetings/events. Any such applications for reimbursement must be in accordance with the detailed conditions for eligibility and guidelines published on the VPH NoE website from time to time. Without prejudice to the foregoing, all payments are subject to the provision of original receipts or invoices and proof of authorization to attend the meeting. In all cases, reimbursement shall only be made provided that a corresponding active unspent budget is available in the General Members Budget and it has been allocated for the given expenditure to the General Member with decision of the Steering Committee. For the avoidance of doubt, no salaries can be reimbursed under this scheme.

Payments for the reimbursement of the travel costs above shall be made directly to the individual Researcher concerned by the Coordinator reimbursing, with funds drawn from the General Members Budget, 100% of real and actual costs incurred for travel and subsistence with maximum claim of 500EUR per General Member per annum (irrespective of the number of Researchers) and no overheads paid to the institution concerned. The Coordinator shall be responsible for processing these claims in an efficient manner and will enter the amounts as part of its cost claims to the EC.

General Members shall be entitled to apply to funding calls for Exemplar Projects published on the VPH NoE website. Detailed conditions for eligibility and guidelines for applications shall be published on the VPH NoE website with reference to the specific VPH NoE Exemplar Project. Any successful award of an Exemplar Project, and the performance of any work under such award, shall be governed by a separate agreement, which shall include, without limitation, terms providing that:

- (i) any Foreground generated by the General Member as a direct result of its carrying out an Exemplar Project shall be owned by the General Member;
- (ii) the General Member shall provide each VPH Core Member with a licence to use such Foreground on a royalty free basis; and
- (iii) Payments to the General Member for supporting the Exemplar Project shall be made directly to the General Member by CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE reimbursing, with funds drawn from the Exemplar Project Budget, 100% of real and actual costs incurred with no additional overheads paid to the institution concerned.

Other VPH NoE Core Members may also be involved in refunding activities of researchers from General Members.

General Members whose Researchers are reimbursed in full or in part by the VPH NoE according to this article 10 shall accept the right of the European Commission and the Court of Auditors to carry out audits and controls on the same terms and conditions as those indicated in the Grant Agreement.

## **11. VPH ToolKit usage provisions**

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

12.6. It is understood that the General 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 General 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:

General 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 General 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 General 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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