

ANTI-SUPERBUGS PCP

Annex VI

Framework Agreement

Bidders must be informed that the Framework Agreement will be signed in its English version. With the submission of their proposals, Bidders accept this fact.

PREAMBLE

This Framework Agreement is made the 16th day of March 2020 by and between the following parties:

(1) on the one part, the Lead Procurer, AGENCIA DE QUALITAT I AVALUACIO SANITARIES DE CATALUNYA (hereinafter referred to as «Lead Procurer»), established in CALLE ROC BORONAT 81 95 2 PISO, 08005, BARCELONA (Spain), and tax identification number ESQ0801969G, represented by César Velasco Muñoz, duly authorised for the purposes hereof by virtue of public deed granted on 9th of January 2019 before the Notary Jaime Agustín Justribó, under number 37 of his protocol and in accordance with AQuAS bylaws, approved by Decree 97/2013, of 5 February, published in the Official Journal of the Government of Catalonia, num. 6310 of 7 February 2013,

acting in the name and on behalf of the members of the Buyers Group:

1. INSTITUT CATALA D'ONCOLOGIA (hereinafter referred to as «ICO»), established in AVINGUDA GRAN VIA DE L'HOSPITALET 199-203, 08908, L'HOSPITALET DEL LLOBREGAT (Spain), and tax identification number ESQ5856383D, represented by Candela Calle, duly authorised for the purposes hereof;
2. UNIVERSITÄTSKLINIKUM AACHEN (hereinafter referred to as «UKA»), established in PAUWELSSTRASSE 30, 52074, AACHEN (Germany), and tax identification number DE813100566, represented by Hermann Jennessen, duly authorised for the purposes hereof;
3. SHEFFIELD TEACHING HOSPITALS NHS FOUNDATION TRUST (hereinafter referred to as «STH»), established in BEECH HILL ROAD 8, S10 2SB, SHEFFIELD (United Kingdom), and tax identification number GB654400165, represented by Dipak Patel, duly authorised for the purposes hereof;
4. PROVINCIA AUTONOMA DI TRENTO (hereinafter referred to as «PAT»), established in PIAZZA DANTE 15, 38122, TRENTO (Italy), and tax identification number IT00337460224, represented by Silvio Fedrigotti, duly authorised for the purposes hereof;
5. HELIOS UNIVERSITÄTSKLINIKUM WUPPERTAL (hereinafter referred to as «HELIOS»), established in HEUSNERSTR. 40, 42283, WUPPERTAL (Germany), and tax identification number DE169727484, represented by Holger Raphael, duly authorised for the purposes hereof;
6. FUNDACIÓ MÚTUA DE TERRASSA PER A LA DOCENCIA I RECERCA BIOMEDICA I SOCIAL, FUNDACIÓ PRIVADA CATALANA (hereinafter referred to as «FMT»), established in Plaça Dr. Robert 5, 08221, TERRASSA (Spain), and tax identification number ESG62331673, represented by Maria Emilia Gil Girbau, duly authorised for the purposes hereof;

Hereinafter, all together referred as "**Buyers Group**"

(2) and on the other hand, Mr. Martin Gomez Rodriguez, acting as CEO and on behalf of BAHIA SOFTWARE, SLU with VAT num. ESB15682594 and registered office at Rua das Hedras 4 Bajo, Local 1. Poligono Novo Milladoiro, Ames (Spain)(hereinafter, "**Contractor**"),

(3)Mr. Luis Perez Freire, acting as Director and on behalf of Fundacion Centro Tecnoloxico de Telecomunicacions de Galicia with VAT num [G36997229] and registered office at Fonte das Abeilleira s/n], Vigo (Spain) (hereinafter, "**Contractor**"),

(4)Mr. Lars Montelius, acting as Director and on behalf of INL International Iberian Nanotechnology Laboratory with VAT num 508633346 and registered office at Av. Mestre José Veiga s/n, Braga (Portugal) (hereinafter, "**Contractor**"),

which shall all be held jointly and severally under this Framework Agreement, (all together, the "**Contractor**")

The Lead Procurer, the Buyers Group and the Contractor(s) shall be referred to together as "**Parties**", unless otherwise specified.

Both Parties, mutually recognize their capacity to enter into this Framework Agreement.

This Framework Agreement is entered into to define the rights and obligations of the Parties in the context of the pre-commercial procurement concerning the provision by the Contractor of R&D Services for the ANTI-SUPERBUGS PCP which aims to challenge the industry to develop a smart ICT solutions able to detect the presence of resistant microorganisms, give real-time feedback to the user and at the same time share the information with the healthcare provider electronic record systems linking the infection with the place of the detection

IT IS AGREED as follows:

SECTION 1

GENERAL FRAMEWORK

1. The Contractor *agrees* to provide research and development services to the the Lead Procurer in the framework of a project entitled "ANTI-SUPERBUGS PCP" in accordance with the specifications detailed in the Request for Tender documents (the "**Project**").

1.1 The Project is divided into three Phases preceded by a previous call for tenders.:

- **Call for Tenders** This is a preparatory stage aimed to select the Bidders that will take part in Phase 1. Any Bidder shall be entitled to submit a proposal, for which no payment shall be received (neither budget nor payments at this stage).

This stage shall approximately last up to three (3) calendar months, being regulated by the provisions contained in the Request for Tender (or "**RFT**") as well as in the ANTI-SUPERBUGS PCP Challenge Brief (or "**CB**").

- **Phase 1: Solution Design.** A maximum of four (4) Bidders awarded with the Phase 1 shall be entitled to submit a final design for an innovative solution, for which each Bidder shall receive a maximum payment of € 78.332,39 (VAT excluded).

This Phase shall approximately last up to ten (10) calendar weeks, being regulated by the RFT, the CB and, in addition, by the contractual documents to be signed by the Bidders when awarded in Phase 1: this Framework Agreement with provisions related to the three remaining Phases and a Contract governing Phase 1.

- **Phase 2: Prototyping.** Only the contractors that had successfully completed Phase 1 will be eligible for Phase 2. To that end, they will be invited to submit their offers for Phase 2. A maximum of three (3) Bidders shall be entitled to develop prototypes on the basis of the final innovative solutions selected at the end of Phase 1, for which each Bidder shall receive a maximum payment of € 360.803,72 (VAT excluded). The procurers will validate the Phase 2 in the contractors' labs.

This Phase shall approximately last up to twenty (20) calendar weeks, being regulated by the RFT, the CB and, in addition, by the Framework Agreement by the Contract governing Phase 2, to be signed by the Bidders when awarded with Phase 2.

- **Phase 3: Proof of concept and solution test.** Only contractors that had successfully completed Phase 2 will be eligible for Phase 3. To that end, they will be invited to submit their offers for Phase 3. A maximum of two (2) Bidders shall be entitled to produce and test a small scale products on the basis of the prototypes finally selected at the end of Phase 2, for which each Bidder shall receive a maximum payment of € 726.354,86 (VAT excluded). Phase 3 field testing is expected to take place in the premises of FMT, PAT and HELIOS.

This Phase shall approximately last up to thirty four (34) calendar weeks, being regulated by the RFT, the CB and, in addition, by the Framework Agreement and by the Contract governing Phase 3, to be signed by the Contractors when awarded with Phase 3.

1.2 A separate contract (the "Phase 1, 2 or 3 Contract", and collectively the "Phase Contracts" or individually a "Phase Contract") will govern each Phase specifically with regard to its implementation. In addition, this Framework Agreement shall remain applicable during all three PCP Phases, subject to the subsequent calls for bids for Phase 2 and Phase 3, respectively, and the Lead Procurer awarding the corresponding Phase Contracts to the Contractor.

2. Subject to the terms and conditions of this Framework Agreement, the Lead Procurer shall pay to the Contractor the Price for Phase 1 and, where applicable, the Price for Phase 2 and the Price for Phase 3, subject to the Lead Procurer awarding the Phase Contracts for one or both of these Phases 2 and 3 to the Contractor, which Price shall include:

2.1 The development of the Project; and

2.2 in respect of (i) any license on or, as the case may be, assignment of any Intellectual Property Rights granted to the Lead Procurer and the Buyers Group pursuant to Article 8 of Section 2 or (ii) in respect of any assignment of any Results to the Lead Procurer and the Buyers Group;

- 2.3 all such payments being subject to the Articles set forth in Section 2 below of this Framework Agreement
3. The Framework Agreement becomes effective upon the day on which the Framework Agreement is signed by the last Party ("Commencement Date") and shall remain in effect until the end of the last Phase Contract that has been awarded to the Contractor.
 4. The Parties expressly acknowledge that the Buyers Group shall have the rights on the Intellectual Property Rights and on the Results as a third party beneficiary in accordance with the Terms and Conditions of Section 2 Article 8 below.

Signed in Barcelona, in 4 original copies [one for each Party].

Signed by the duly authorized signatory of the Procuring Entity:

Signature

Full Name

César Velasco Muñoz

Position Held

DIRECTOR OF AGENCIA DE QUALITAT I AVALUACIÓ SANITÀRIES DE CATALUNYA

Date

Signed by the duly authorized signatory of the Contractor:

Signature

Full Name

Martin Gomez Rodriguez

Position Held

CEO at BAHIA SOFTWARE, SLU

Date

Signature

Full Name

Luis Perez Freire

Position Held

DIRECTOR OF FUNDACION CENTRO TECNOLOGICO DE TELECOMUNICACIONES DE GALICIA

Date

Signature

Full Name

Lars Montelius

Position Held

DIRECTOR OF INL INTERNATIONAL IBERIAN NANOTECHNOLOGY LABORATORY

Date

SECTION 2

TERMS AND CONDITIONS

Article 1 — Subject of the agreement

1.1 This framework agreement defines the general terms and conditions for the implementation of the ANTISUPERBUGS PCP procurement of R&D services set out in Article 3 and for the specific contracts that will be awarded for each of the 3 PCP phases.

Article 2 — Duration

2.1 The R&D services covered by this Framework Agreement shall be provided and delivered in full within the timetable set out in the Tender Documents. For the purpose of this Framework Agreement, the "**Completion Date**" shall be on 8th June 2020.

2.2 The period of execution of the tasks may be extended only with the express written agreement of the Parties before the expiration of the period for execution of the tasks.

Article 3 — R&D services to be provided

3.1 The contractor shall provide the R&D services (tasks, deliverables and milestones) to develop solutions to tackle the challenge set out in the Tender Documents and the specific Contracts (the "**Services**").

Article 4 — Subcontracting

4.1 Subcontracting is permitted in each Phase, subject to the constraints and conditions set out in the Request for Tenders (Section 3.2.3).

4.2 The Contractor shall ensure that the subcontract shall contain obligations for the Subcontractor that are no less onerous than those set out in this Framework Agreement.

4.3 Notwithstanding the grant of any subcontract, the Contractor remains responsible to the Lead Procurer for the performance and observance of all its obligations under this Framework Agreement and for the consequences of any negligent acts of the Subcontractors arising in connection with this Framework Agreement.

4.4 All staff providing Services in connection with this Framework Agreement shall be bound by the same terms and conditions of service which are applicable to the Contractor's staff.

4.5 The Lead Procurer shall comply with the applicable legal provisions regarding equal opportunities which the Contractor must adhere to. The Contractor shall not discriminate on the grounds of gender, race, disability, sexuality, age or religion or otherwise allow any applicable legislation to be breached.

4.6 The Contractor will ensure that the staff employed or hired to provide services in connection with this Project is governed by provisions, in respect of Intellectual Property Rights, compatible with the terms of this Framework Agreement.

4.7 The Contractor shall ensure that any individuals employed by or having a contract for services with the Contractor relating to this Framework Agreement comply with any of the Lead Procurer's rules and regulations with impact in this Project.

Article 5 — Administration and Direction of the Project

5.1 The Contractor shall ensure that each member of the Contractor's Staff engaged on the Project observes the terms and conditions of this Framework Agreement and any Variation entered into between the Parties hereto and that the Contractor's Staff are advised of any changes in the scope of the Framework Agreement or the Project.

5.2 The objectives and requirements of the Project are set out in the Challenge Brief. Within the limits of such objectives and requirements, the details of the exact programme to be followed and the day-to-day responsibility for carrying out this programme will be under the control of the Contractor, in consultation, where appropriate, with the Monitoring Team.

5.3 The Contractor shall inform the Lead Procurer on a regular basis and, in any case, promptly upon the Monitoring Team's first request, of the progress of the Project. In particular, the Contractor shall notify the Lead Procurer of any proposed deviation from the agreed scope of work or if significant developments occur as the research and development work progresses as soon as possible after the Contractor becomes aware of the necessity or usefulness of such deviation.

Article 6 — Obligations of the Contractor

6.1 The Contractor shall manage and complete the Project in accordance with the Framework Agreement, in particular the Tender Documents and the Bid or subsequent Bids, as applicable, and shall, in each Phase of the Project for which it is awarded a Phase Contract, allocate sufficient resources to such Phase to enable it to comply with its obligations in such Phase.

6.2 The Contractor shall meet, with time being of the essence, any performance dates, including but not limited to the Interim Outcome Reports and the End of Phase Reports and related deliverables. If the Contractor fails to do so, the Lead Procurer may, after giving the Contractor not less than 14 calendar days' notice of its intention (without prejudice to any other rights it may have):

- (i) terminate this Framework Agreement in whole or in part without liability to the Contractor;
- (ii) refuse to accept any subsequent performance of the Project which the Contractor attempts to make;
- (iii) hold the Contractor accountable for any loss and additional costs incurred; and
- (iv) have all sums previously paid to the Contractor under the Phase which is then running, refunded by the Contractor.

6.3 The Contractor shall:

- (i) co-operate with the Lead Procurer in all matters relating to the Project;
- (ii) subject to the prior written approval of the Lead Procurer, appoint or, at the written request of the Lead Procurer, replace without delay:
 - a. the Contractor's Representative; and

- b. Key Staff (the team involved according to the description provided to accredit the Bidders technical and professional ability) or any member of the Contractor's team, who shall be suitably skilled, experienced and qualified to carry out the Project.
- (iii) ensure that the same person acts as the Contractor's Representative throughout the term of this Project;
- (iv) ensure the availability of the Contractor's Representative and Key Staff for the purposes of the Project;
- (v) promptly inform the Lead Procurer of the absence of the Contractor's Representative and/or Key Staff. If the Lead Procurer so requires, the Contractor shall provide a suitably qualified replacement;
- (vi) not make any changes to the Contractor Representative, Sub-Contractors or the Key Staff without the prior written approval of the Lead Procurer, such approval not to be unreasonably withheld or delayed; and
- (vii) ensure that the Contractor's team uses reasonable skill and care during the Project.
- (viii) observe, and ensure that the Contractor's team observe, all rules, regulations and any other condition required by the Lead Procurer;
- (ix) notify the Lead Procurer as soon as it becomes aware of any issues which arise in relation to the Project; and
- (x) before the Commencement Date, obtain, and at all times maintain all necessary licenses and consents and comply with all relevant legislation in relation to the Project.

Article 7 — Obligations of the Lead Procurer

7.1 The Lead Procurer shall:

- (i) co-operate with the Contractor in all matters relating to the Project and appoint (and, as it thinks fit, replace) the Lead Procurer Representative;
- (ii) provide such access to the Lead Procurer's premises and such office accommodation and other facilities as may reasonably be requested by the Contractor and agreed with the Contractor in writing in advance, for the purposes of the Project;
- (iii) provide such information as the Contractor may reasonably request and the Contractor considers reasonably necessary, in order to carry out the Project and ensure that it is accurate in all material respects;
- (iv) in particular provide all the Contractors in the most appropriate moment with a Challenge Brief (CB) update; and,
- (v) Inform the Contractor of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Lead Procurer's premises.

Article 8 — Pricing, payment and accounting

8.1 Payment for the Contractor's Services for each Phase will be made according to the following provisions:

- (i) Payment schedule for Phase 1 will be:
 - 50% of the price offered by the Contractor shall be paid to the bank account provided by the Contractor, in the date of signing of the Phase 1 contract between the Lead Procurer and the Contractor.
 - 50% of the price offered by the Contractor shall be paid to the bank account provided by the Contractor by the date in which the Lead Procurer declares the satisfactory completion of Phase 1, as described in Section 5.2.4 of the RFT.
- (ii) Payment schedule for Phase 2 will be:
 - 80% of the price offered by the Contractor shall be paid to the bank account provided by the Contractor, in the date of signing of the Phase 2 contract between the Lead Procurer and the Contractor.
 - 20% of the price offered by the Contractor shall be paid to the bank account provided by the Contractor by the date in which the Lead Procurer declares the satisfactory completion of Phase 2, as described in Section 5.2.5 of the RFT.
- (iii) Payment schedule for Phase 3 will be:
 - 80% of the price offered by the Contractor shall be paid to the bank account provided by the Contractor, in the date of signing of the Phase 3 contract between the Lead Procurer and the Contractor.
 - 20% of the price offered by the Contractor shall be paid to the bank account provided by the Contractor by the date in which the Lead Procurer declares the satisfactory completion of Phase 3, as described in Section 5.2.6 of the RFT.

8.2 The Contractor accepts, upon first request from the Lead Procurer, to provide the Lead Procurer with complete, relevant and clear information as well as documentary evidence about the allocation of monies paid by the Lead Procurer.

8.3 Payments to third parties employed or hired by the Contractor, if any, shall remain the responsibility of the Contractor who shall ensure that such payments are made promptly and shall hold the Lead Procurer harmless against any claim of such third parties.

8.4 During the Project Period, payments will be made by the Lead Procurer pursuant to invoices issued by the Contractor; the Lead Procurer may suspend this payment at any time if, in the view of the Lead Procurer, acting reasonably, the Contractor failed with the satisfactory progress of the Project, or reports have not been submitted as required.

8.5 The Lead Procurer may request at any time and in each Phase to which the Contractor participates such evidence that the Contractor has used the amounts paid exclusively in connection with the Project.

8.6 Without prejudice to Article 18 below, the Parties expressly agree that the Contractor shall not make any changes to the Project, or to the amount agreed under the Framework Agreement, without the prior written approval of the Lead Procurer.

8.7 Subject to the confidentiality obligations set forth in Article 10 , the Contractor grants to the Lead Procurer, acting, as the case may be, through agents authorized for that purpose, and to any statutory or regulatory auditors of the Lead Procurer, the right to access (and, if necessary to copy) the relevant financial records during normal working hours.

8.8 If at any time an overpayment has been made to the Contractor for any reason whatsoever, the amount of such overpayment could be taken into account in the assessing of any further payments, at the Lead Procurer's sole discretion.

8.9 Where the Contractor enters into a Sub-Contract for one of the parts (phases) of the Project, it shall cause a term to be included in such a Sub-Contract that requires payment to be made of undisputed sums by the Contractor to the Sub-Contractor within a specified period not exceeding 30 calendar days from the receipt of a valid invoice.

8.10 Wherever, under the Framework Agreement, any sum of money is recoverable from or payable by the Contractor (including any sum that the Contractor is liable to pay to the Lead Procurer in respect of any breach of the Framework Agreement), the Lead Procurer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Framework Agreement or under any other agreement or contract with the Lead Procurer.

8.11 The Contractor shall make any payments due to the Lead Procurer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Contractor has a final and enforceable court order requiring an amount equal to such deduction to be paid by the Lead Procurer to the Contractor.

Article 9 — Ownership of the results (foreground), pre-existing rights (background) and intellectual property rights

9.1 **Intellectual Property Rights' scope:** To the extension of this clause, the following definitions shall be taken into accounts:

1. "Intellectual Property Rights" (IPRs) shall mean:

- patents, design patents, inventions, utility models, designs, copyrights and related rights, database rights, trademarks, trade names, corporate names and the right to apply for their registration;
- domain name rights;
- know-how;
- applications and renewals concerning any of the aforementioned rights;
- any other right having an equivalent effect in any country worldwide.

IPRs shall also comprise licenses, sublicenses and any other contractual rights on any of the aforementioned rights.

2. "results (i.e. foreground)' means any tangible or intangible output, such as data, knowledge or information, that is generated in the PCP, whatever its form or nature, whether or not it can be

protected, as well as any rights attached to it, including intellectual property rights ('attached IPRs' or 'IPRs attached to the results').

3. 'Generated in the PCP' means in activities described in the PCP framework agreement and specific contracts.

4. 'pre-existing rights (i.e. background)' means any data, know-how or information — whatever its form or nature (tangible or intangible), including any attached rights such as intellectual property rights ('background IPRs') — that is held prior to the signing of the framework agreement, and identified by the parties involved in the PCP as background and is needed to implement the PCP or exploit the results of the PCP.

5. 'sideground' means any data, know-how or information — whatever its form or nature (tangible or intangible), including any attached rights such as intellectual property rights ('sideground IPRs') — that is generated during the timespan of the PCP but not in the PCP and is needed to implement the PCP or to exploit the results of the PCP.

6. 'Not generated in the PCP' means not generated in activities described in the PCP framework agreement or specific contracts.

9.2 IPRs sharing. Following the COM (2007) 799 indications, "*in pre-commercial procurement the contracting authority does not assume all the results and benefits of the R&D services performed in the contract exclusively for itself for use in the conduct of its own affairs, but shares them with others*". In light of the above the IPRs generated in the framework of ANTI-SUPERBUGS PCP will be shared as follows:

- (i) Ownership of IPRs generated by the Contractor during and in the framework of the Project will be assigned to such Contractor, and therefore the Buyers Group hereto shall not have any ownership rights in connection with such IPRs;
- (i) The Buyers Group will be provided with exploitation IPRs rights by means of the following licenses.

9.3 Licenses: Until the expiry of the respective IPRs on the solutions reached throughout this PCP, the Buyers Group will be each individually assigned an irrevocable, unlimited, worldwide, fully paid-up, royalty-free, non-exclusive license to use such solutions within the scope of the provision of healthcare services or related activities charged to public funds in their respective territories, with protection of claims of third parties.

The abovementioned license in favour of the Buyers Group shall be deemed to have been granted to the Buyers Group or to any other entity that may in the future carry out the objectives and functions that may have been vested to them. Should any member of the Buyers Group become subject to a merger, split, or other restructuring measure, the license shall automatically transfer to the new (where this is the case) legal entity that is to continue the activities encompassed by this PCP, without any consent from the Contractors being required.

As far as it is related to software, the licence in favour of the Buyers Group shall include a right to immediate access to the up-to-date source code, as well as to its development, modification, transformation or adaptation. These access rights are limited to development, modification, transformation or adaptation that is generated during the timespan of the PCP and during the activities that form part of the PCP, as described in the FA and Phase Contracts. Contractor will also provide access to pre-existing rights and sideground as far as necessary for the Buyers to exploit the results of the PCP for their own purpose. Such access will be provided on a royalty-free, non-exclusive basis.

As an exception, in the particular case of the license granted ICO/VINCat as member of the Buyers Group such licence shall further include the right to issue a sublicense on the same terms, in favour of the Lead Procurer (AQUAS), for its internal use or to any other entity, which may in the future carry out the objectives and functions that may have been vested to the Lead Procurer. Should the Lead Procurer become subject to a merger, split, or other restructuring measure, the sublicense shall automatically – without any consent from the Contractors being required – transfer to the new (where this is the case) legal entity that is to continue the activities encompassed by this PCP. For clarification purposes, the Lead Procurer shall also be indemnified and held harmless by the Contractors in case of any claim exercised by any third party regarding and infringement due to their use of the Background IPRs.

9.4 Commercial exploitation of results: The contractors are expected to commercially exploit the results of the R&D undertaken in the PCP within a period of four years (minimum of four years after the end of the EU grant) after the end of the framework agreement.

Contractors shall use their best efforts to promote the dissemination of the Results of the Project and therefore, shall be obliged to work with other contracting or public authorities or Standard Development Organizations that show interest in making any use of the solutions or experiences found or lived in this PCP guaranteeing thus a European wide exploitability or the expansion of the knowledge in PCPs.

The Contractors shall inform the Buyers Group of any Results which are suitable for the exploitation whether patentable or not within one (1) month from its obtaining. Both the Contractors and the Buyers Group shall refrain from doing any publication that may prejudice to their registration.

9.5 Call- back provision: All contracts shall include a call-back provision to ensure that IPRs from Contractors that do not succeed to exploit the IPRs by themselves, or are using them to the detriment of the public interest behind the ANTI-SUPERBUGS PCP, are returned back to the Buyers Group, which shall pay the corresponding compensation for the background IPRs as provided in this Section.

The call-back provision will be invoked only if the Contractors are not progressing with the exploitation within a maximum of four-year period after the end of the Framework Agreement or are used to the detriment of the public interest behind the ANTI-SUPERBUGS PCP at any time.

In this regard, both Lead Procurer as well as Buyers Group may request information from Contractors in order to confirm the effective and adequate exploitation of the IPRs by Contractors. In any case, the Contractors have the right to apply for and maintain any IPRs which may derive from the Project and, in the event the Contractors wishes to waive this right, shall notify the Lead Procurer at least six (6) months prior to expiration of the IPR title. The Contractor shall transfer the IPR in question to the designee of the Buyers Group.

9.6 While the Contractors maintain the ownership of the IPRs:

1. They shall at their own expense be responsible for the application, examination, grant, maintenance, management and protection of the IPRs and in particular, but without limitation, they shall ensure that:
 - the Results of the Project are identified, recorded and carefully distinguished from the outputs of other research and development activities not covered by the Project;
 - prior to any publication on the Project, patentable inventions arising from the Project are identified, duly considered for patentability and, where it is reasonable to do so, patent applications in respect thereof are filed at the relevant Member State or European Patent Office;

- all such patent applications are diligently executed and prosecuted having regard to all relevant circumstances.
2. If any Contractor becomes aware of any product or activity of any third party that involves or may involve infringement or other violation of any IPRs, it shall promptly notify the Buyers Group of the infringement or violation.
 3. They shall take all appropriate measures to protect or defend said IPRs.
 4. They shall permit the Buyers Group to monitor the operation and effectiveness of the Contractors' procedures for the management of IPRs in such a way as the Buyers Group consider reasonably necessary.

9.7 Declaration of pre-existing IPR (background): The ownership of pre-existing rights remains unchanged by the PCP.

In order to be able to distinguish clearly between results and pre-existing rights (and to establish which pre-existing rights are held by whom):

1. On the submission of each phase of the procedure, and in any event as soon as practicable when there is a variation with respect to the notification which shall be done by the Contractors at the beginning of each phase, the Contractor shall notify in writing with full and complete information of any self or third party owned pre-existing or Background IPRs that may in any way affect any use rights corresponding to the Buyers Group.

These notifications will be provided by the Contractors with the necessary authorizations at no cost for the Buyers Group.

If necessary, will be reinstated as legitimate users according to the terms below, including as the case may be, the substitution of equivalent solutions or products that do not infringe third party IPRs.

2. The Contractors shall confirm that they have procured from the owner of any Background IPR owned by a third party the necessary license or the necessary variation to any pre-existing license required to allow the Buyers Group to use that Background IPR to the extent that it is supplied with or forms part of the Project and will be used by the Buyers Group according to the internal purpose referred to in the previous paragraph. The Contractors shall indemnify and hold the Buyers Group harmless from any claim exercised by any third party regarding an infringement due to their use of the Background IPRs.
3. Contractors will establish a list of respective pre-existing rights to be used — before the start of the contract.

Article 10 — Confidentiality

10.1. The parties shall keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed. This applies during the implementation of the framework agreement and up to four years after the end of the EU grant.

If information has been identified as confidential only orally, it shall be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

10.2 The parties may disclose confidential information to their staff or to third parties involved in the PCP implementation only if:

- (a) they need to be aware of this information in order to implement the PCP activities under the framework agreement and specific contracts; and
- (b) they are bound by an obligation of confidentiality.

10.3 The confidentiality obligations cease to apply if:

- (a) the disclosing party agrees to release the other party from the obligation;
- (b) the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
- (c) the recipient proves that the information was produced without the use of confidential information;
- (d) the information becomes generally and publicly available, without breaching any confidentiality obligation; or
- (e) the disclosure of the information is required by EU or national law.

This does not change the security obligations, which still apply. Stricter confidentiality obligations apply for information that is EU-classified or subject to a security recommendation.

10.4 Notwithstanding the provisions above, the Contractors specifically and expressly authorize ANTI-SUPERBUGS Consortium to publish and disclose best practices in relation to the conduct of a pre-commercial procurement process extracted from the participation as an observer of and advisor to the Project.

10.5 In addition, by submitting their bids, the Contractors exceptionally allow the Buyers Group to let third party public authorities/contracting authorities to gain access to the results of the ANTI-SUPERBUGS Project, also after the closure of the Project, in order to educate them for future procurements. The Buyers Group shall give the concerned Contractors prior notice of the information they intend to share with other contracting authorities, before its disclosure. Where in the opinion of the Contractors, that information includes certain confidential information, they shall notify this circumstance to the Buyers Group. The Buyers Group cannot disclose said confidential information without the prior consent of the Contractor or Contractors to whom the confidential information refers.

Article 11 — Promotion, publicity and communication

11.1 The contractor shall undertake communication activities to create publicity about its participation to the procurement, and to promote the objectives and the results of the R&D carried out under the PCP (in particular, to other potential customers beyond the lead procurer and buyers group with the objective to achieve commercial exploitation of the results)

In the event that the Contractor fails to comply with Clause 11.1, the Lead Procurer is entitled to terminate the Framework Agreement by notice in writing with immediate effect

All communication activities shall comply with the applicable confidentiality and security restrictions.

During the implementation of the contract and for a period of five years after the end of the contract, the contractor shall inform the Lead Procurer one month in advance of any (written or oral) publication or any other type of communication (in any media or form) relating to the Services or results. Information on communication activities expected to have a major media impact shall be provided sufficiently in advance to allow the lead procurer to inform the EU.

11.2 All communication activities (including in electronic form and via social media) and infrastructure, equipment and major results financed by the PCP shall display the EU emblem and include the following text:

- for communication activities: ‘This is part of the ANTI-SUPERBUGS project that has received funding from the European Union’s Horizon 2020 Research and Innovation Programme’;
- for infrastructure, equipment and major results: ‘This [infrastructure][equipment][insert type of result] is part of the ANTI-SUPERBUGS project that has received funding from the European Union’s Horizon 2020 Research and Innovation Programme’.

When displayed together with another logo, the EU emblem shall have appropriate prominence. The contractor may use the EU emblem without first obtaining approval from the EU. This does not, however, give the contractor the right to exclusive use. Moreover, the contractor may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

All communication activities shall indicate that they reflect only the author’s views.

11.3 The Lead Procurer and the Buyers Group may use, for the purposes of communication and publicity, all information relating to the PCP, documents (notably summaries) and deliverables, and any other material (such as pictures or audiovisual material) from the contractor (including in electronic form).

The Lead Procurer and the Buyers Group may, in particular, publish the names of the participating contractors and their project abstracts, the summaries of the main results from the R&D and the lessons learnt during the PCP (*e.g. relating to the feasibility of the different approaches to meeting the procurers’ requirements that were explored, and the lessons learnt for potential future use of the solutions proposed*).

This does not change the confidentiality obligations under Article 10.

Moreover, before publishing this information, the Lead Procurer and the Buyers Group shall consult the contractor, in order to avoid harm to legitimate business interests (*e.g. regarding aspects of the solutions that could be IPR-protected*) or distortion of competition.

11.4 The EU may use, for the purposes of communication and publicity, information relating to the PCP, documents (notably summaries) and deliverables, and any other material (such as pictures or audiovisual material) from the contractor (including in electronic form).

If the EU’s use of these materials, documents or information would risk compromising legitimate interests, the contractor may, however, ask the lead procurer to request the EU not to use it.

The right to use the contractor’s materials, documents and information includes:

- (a) use for its own purposes (in particular, making them available to staff working for the EU (including for the European Commission, EU executive agencies, other EU institutions, bodies, offices or agencies) or for EU Member State institutions or bodies; and copying or reproducing them in whole or in part, in unlimited numbers);
- (b) distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);

- (c) editing or redrafting for the purposes of communication and publicity (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (*e.g. audio or video files*), dividing into parts or using in a compilation);
- (d) translation;
- (e) giving access in response to individual requests made under Regulation EC No 1049/2001, without the right to reproduce or exploit;
- (f) storage in paper, electronic or other form;
- (g) archiving, in line with applicable rules on document management, and
- (h) authorising third parties to act on its behalf or sub-licensing the modes of use set out in points (b), (c), (d) and (f) to third parties if needed for the purposes of communication and publicity.

If the right of use is subject to rights of a third party (including the contractor's staff), the contractor shall ensure that it obtains the necessary approval from the third parties concerned).

Article 12 — Conflicts of interest

12.1 The Contractor shall take all measures necessary to prevent a situation arising where the impartial and objective implementation of the framework agreement or a specific contract is compromised for reasons involving economic interests, political or national affinity, family, personal life or any other shared interest.

12.2 The Contractor shall notify the lead procurer without delay of any situation constituting or likely to lead to a conflict of interest (including changes of ownership) and shall immediately take all steps necessary to rectify this situation.

12.3 The Lead Procurer may instruct the Contractor to take specific measures to remedy the situation. The Lead Procurer reserves the right to terminate this Framework Agreement immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Lead Procurer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Lead Procurer under the provisions of this Framework Agreement and the corrective actions are insufficient to remedy the conflict of interest. The actions of the Lead Procurer pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Lead Procurer.

Article 13 – Anti-bribery measures

13.1 The Contractor shall not:

- (i) offer or give, or agree to give, to any employee or representative of the Lead Procurer and the Buyers Group any gift or consideration of any kind as an inducement or reward for doing, or refraining from doing or having done or refrained from doing, any act in relation to the obtaining or execution of this or any other Contract with the Lead Procurer or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Contract;
- (ii) enter into this or any other Contract with the Lead Procurer in connection with which commission has been paid by it or on its behalf, or with its knowledge.

13.2 Any breach of Clause 14.1 shall entitle the Lead Procurer to terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination and/or recover from the Contractor the amount or value of such gift, consideration or commission.

Article 14 — Ethics and research integrity

14.1 The Contractor shall carry out the tasks assigned to it in the framework agreement and in the specific contracts in compliance with:

- (a) ethical principles (including the highest standards of research integrity) and
- (b) applicable international, EU and national law.

14.2 The Contractor may not carry out activities that are prohibited in all EU Member States in a country outside the EU (where those activities are allowed).

14.3 The Contractor may not carry out activities whose aim is to:

- (a) carry out human cloning for reproductive purposes;
- (b) modify the genetic heritage of human beings in such a way as could make such changes heritable (with the exception of research relating to cancer treatment of the gonads); or
- (c) create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.

14.4 The Contractor may not carry out activities that do not focus exclusively on civil applications. The Contractor shall respect the highest standards of research integrity — as set out, for instance, in the European Code of Conduct for Research Integrity¹. This implies notably compliance with the following essential principles:

- honesty;
- reliability;
- objectivity;
- impartiality;
- open communication;
- duty of care;
- fairness and
- responsibility for future science generations.

14.5 The Contractor must ensure that persons carrying out research tasks:

- present their research goals and intentions in an honest and transparent manner;
- design their research carefully and conduct it in a reliable fashion, taking its impact on society into account;

¹ The European Code of Conduct for Research Integrity of ALLEA (All European Academies) and ESF (European Science Foundation) of March 2011.
http://www.esf.org/fileadmin/Public_documents/Publications/Code_Conduct_ResearchIntegrity.pdf

- use techniques and methodologies (including for data collection and management) that are appropriate for the field(s) concerned;
- exercise due care for the subjects of research — be they human beings, animals, the environment or cultural objects;
- ensure objectivity, accuracy and impartiality when disseminating the results;
- allow — as much as possible and taking into account the legitimate interest of the contractor — access to research data, in order to enable research to be reproduced ;
- make the necessary references to their work and that of other researchers;
- refrain from practicing any form of plagiarism, data falsification or fabrication;
- avoid conflicts of interest and misrepresentation of credentials or other research misconduct.

14.6 Before starting any activity that raises an ethical issue, the Contractor shall submit to the Lead Procurer a copy of:

- (a) any ethics committee opinion required under national law and
- (b) any notification or authorisation for activities raising ethical issues required under national law.

Article 15 — Processing of personal data

15.1 The Lead Procurer and the Buyers Group shall process personal data in compliance with the applicable EU and national law on data protection².

15.2 The Contractor shall process personal data in compliance with the applicable EU and national law on data protection (including as relates to authorisations and notification requirements).

15.3 The Contractor may grant its staff access to data only in so far as is strictly necessary for implementing, managing and monitoring the Framework Agreement and specific contracts.

15.4 The Contractor must inform the staff whose personal data are collected and processed by the Lead Procurer, the Buyers Group and/or the EU. For this purpose, the Contractor must provide them with the privacy statements of the Lead Procurer, the Buyers Group and the EU, before transmitting their data. If explicit prior consent from the subjects of the data is needed, the Contractor must obtain such consent.

Article 16 — Obligation to provide information and keep records

16.1 The Contractor must, at any time during the implementation of the Framework Agreement and specific contracts or afterwards, provide any information requested by the Lead Procurer or the Buyers Group in relation to the agreement or contracts.

16.2 The Contractor shall provide at all times, during the term of the Framework Agreement and during a period of six (6) years after termination or expiry of this Framework Agreement for any reason whatsoever, to the Lead Procurer with the necessary information to fulfill the Lead Procurer's obligations to supply information for national or supra-national parliamentary, governmental, judicial

² Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

or other administrative purposes and/or to carry out an audit of the Contractor's compliance with this Framework Agreement. This audit can include all activities, performance, security and integrity according to the applicable regulation.

16.3 The Contractor shall keep and maintain until six (6) years after this Framework Agreement has been completed, or as long a period as may be agreed between the Parties or determined by the applicable existing laws, full and accurate records of the Project including:

- (i) all the documentation of the Project, including records and other supporting documentation relating to the implementation of the Framework Agreement's or the Specific Contracts;
- (ii) all accounting documents and invoices paid by the Lead Procurer.

16.4 The contractor must keep the original documents. Digital and digitalised documents are considered originals if they are authorised under national law.

16.5 Should there be ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims (including against the lead procurer or buyers group), the contractor must keep the records and other supporting documentation relating to the implementation of the framework agreement and specific contracts until the end of these procedures.

Article 17 — EU checks, reviews, audits and investigations and EU impact evaluation

17.1 Should the EU (including as represented by the European Court of Auditors or the European Anti-Fraud Office (OLAF)) decide to carry out a check, review, audit or investigation, the contractor must make available all information, records and other supporting documents relating to the implementation of the framework agreement and specific contracts.

17.2 Should there be an on-the-spot visit, the contractor must allow access to its premises and must ensure that the information requested is readily available.

17.3 Should the EU carry out an impact evaluation (of its grant to the lead procurer and buyers group), the contractor must make available all information, records and other supporting documents relating to the implementation of the framework agreement and specific contracts.

Article 18 — Framework Agreement and Phase Contracts amendments

18.1 If at any time a party considers that any provision of the Framework Agreement or the specific Phase Contracts needs to be amended, the other Party shall be immediately informed by writing, being provided with full details of the amendment scope and justification.

18.2 Upon receipt of such a request the receiving party may:

- (i) agree to vary the Framework Agreement or the specific Phase Agreements provided such variation is non-discriminatory and does not amount to a substantial change of the Framework Agreement or the specific Phase Agreements, the scope of the Project or the scope of the Results, as allowed under the prevailing case law of the European Court of Justice or mandatory rule;
- (ii) refuse the request, requiring the continuation of the Project in accordance with the initial Framework Agreement or the specific Phase Agreements.

Article 19 — Breach of contract and Termination of the Framework Agreement

19.1 In case the Contractor is in default under the Framework Agreement or the relevant Phase Contract, it will be required to comply within thirty (30) days of written notice being sent by the Lead Procurer specifying the default and requiring its remedy. By notice in writing the Lead Procurer will terminate the relevant Framework Agreement and/or the relevant Phase Contract without liability for any damage, loss or expenses arising as a result of or in connection with such termination if:

- (i) the default is capable of remedy and the Bidder shall have failed to remedy the default within the term provided; or
- (ii) the default is not capable of remedy;

19.2 Besides, the Lead Procurer may at any time by notice in writing terminate the relevant Framework Agreement and/or the relevant Phase Contract without liability for any damage, loss or expenses arising as a result of or in connection with such termination if:

- (i) any authorizations, consents or licenses required under the Framework Agreement and/or the relevant Phase Contract are not given unconditionally within 42 days of the commencement of each of the contract phase;
- (ii) the Bidder becomes subject to any exclusion criteria listed in the ANTI-SUPERBUGS PCP ITT;
- (iii) the Services are not in compliance with the requirements on research and development services or in case of non-compliance with any other requirement mentioned in the RFT.

19.3 The Lead Procurer may terminate Framework Agreement or the relevant Phase Contract forthwith should the Bidder be unwilling or unable for any reason to continue with the Project or it is proved by the Monitoring Team through their reports (and when appropriate, confirmed by a statement of the Expert Board) that the Bidder is consistently failing to achieve an acceptable standard in relation to the Project. If this occurs, the Lead Procurer shall not be obliged to make any further financial payment to the Bidder. In case the Bidder is not willing to continue with the project after fulfilling Phase 1 without a legitimate cause to sustain it, a penalty equivalent to the 5% of the price of the relevant Phase Contract, VAT excluded, shall be imposed.

19.4 Termination of the Framework Agreement and/or Phase Contracts, howsoever caused, shall not:

- (i) release the Bidder from any duty or obligation of confidentiality or data protections, collaboration or information which falls on it, its agents, directors, employees or former employees under the Framework Agreement or Phase Contracts or under any applicable law governing confidential information;
- (ii) release the Contractor from its commitments established in Articles 10.4, 10.5 and 10.6 of this Framework Agreement;
- (iii) release the Contractor from its duty of working with other contracting authorities that show interest in making use of the solutions found in this PCP established in Article 9.6 of this Framework Agreement; and,
- (iv) harm or affect any rights, action or remedy which shall have accrued before termination.

Article 20 – Warranties and Indemnities

20.1 The Contractor warrants and represents that:

- (i) has full capacity and authority and all necessary licenses, permits and consents to enter into and to perform this Framework Agreement;

- (ii) this Framework Agreement will be executed by a duly authorised representative of the Contractor;
- (iii) there are no actions, suits or proceedings pending or, to the best of Contractor's knowledge, threatened against or affecting the Contractor before any court or administrative body or tribunal that might affect the ability of the Contractor to meet and carry out its obligations under this Framework Agreement;
- (iv) the Project will be carried out by appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
- (v) will comply with its obligations under this Framework Agreement with all due skill, care and diligence including, but not limited to, good industry practice and (without limiting the generality of the foregoing) in accordance with its own established internal procedures;
- (vi) will allocate (for each Phase for which he is awarded a contract) the monies paid by the Lead Procurer to the Project;
- (vii) the Services, the Results and the related Project IPR and the Lead Procurer's or Buyers Group's use of the Results and the related Project IPR or of the Contractor's Background IPRs (including third parties' Background IPRs) in accordance with Article 9 do not and will not infringe any Intellectual Property Rights of any third party.

20.2 The Contractor shall indemnify the Lead Procurer, its employees, officers, directors and agents against any and all liabilities, claims, actions, suits or proceedings whatsoever in respect of:

- (i) any damage to property, including any infringement of third party Intellectual Property Rights;
- (ii) any injury to persons, including injury resulting in death;

resulting from or in the course of, or in connection with the performance of the Services, except in so far as such damages or injury shall be due to any act or negligence of the Lead Procurer.

20.3 In no event the Lead Procurer or any of the members of the ANTI-SUPERBUGS PCP Buyers Group shall be liable to the Contractors for punitive damages, indirect or consequential loss or damage. Any liability of the Lead Procurer and/or any of the members of the Buyers Group to the Contractor shall in all cases be limited in total to the maximum to be paid to the Contractor under the Framework Agreement and the Phase Contracts awarded to it, except where this liability cannot be limited due to mandatory rules.

20.4 The Contractor shall promptly notify the Lead Procurer in writing of any such liabilities, claims, actions, suits or proceedings, and in particular of any action brought against the Contractor for infringement or alleged infringement of Intellectual Property Rights which might affect the Project, within ten (10) calendar days after receipt of notice of any complaint, claim or injury opening an indemnification right as provided for in Article 20.2.

20.5 The Contractor shall take out and maintain a policy or policies of insurance with a reputable insurance company in order to provide an adequate level of coverage in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Framework Agreement.

20.6 The Contractor shall hold employer's liability insurance in respect of staff appointed to the Project in accordance with any legal requirement for the time being in force.

20.7 The Contractor shall produce to the Monitoring Team, on its request, copies of all insurance policies in relation to the Project or other evidence confirming the existence and extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.

20.8 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Framework Agreement. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in this Article.

Article 21 – Notices and Relationships

21.1 All notices to be given hereunder shall be in writing and may be served either personally at or by registered mail to the address of the relevant Party as mentioned at the beginning of this Framework Agreement, or to another address that is notified in writing at any time to the other Party. In what concerns the notices served via postal, it shall be deemed presented if the corresponding proof of delivery is sent to the other Party by fax or e-mail.

21.2 This Agreement does not make any Party the employee, agent, partner or legal representative of the other Party for any purpose whatsoever. No Party is granted any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other Party. In fulfilling obligations pursuant to this Framework Agreement, the Contractor shall act as an independent Contractor.

Article 22 – Force Majeure

22.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Framework Agreement (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under this Framework Agreement for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under this Framework Agreement for a period exceeding six (6) months, any Party may terminate this Framework Agreement with immediate effect by notice in writing.

22.2 Any failure or delay by the Contractor in performing its obligations under this Framework Agreement which results from any failure or delay by a sub-Contractor or supplier shall be regarded as due to Force Majeure only if that sub-Contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Contractor.

22.3 If any Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in Article 23.1, it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue.

Article 23 – Severability and Waiver

23.1 If any one or more of the provisions of this Agreement should be or become fully or partly invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect.

23.2 The waiver by the Lead Procurer of any right in respect of any breach of any term or condition or requirement of this Framework Agreement shall not be deemed to be a waiver of any right in respect of any subsequent breach.

Article 24 – Entire agreement

24.1 The Framework Agreement constitutes the entire agreement between the parties relating to its subject matter. Each Party acknowledges that it has not entered into this Framework Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Framework Agreement. Each Party waives any claim for breach of this Framework Agreement, or any right to rescind this Framework Agreement in respect of, any representation which is not an express provision of this Framework Agreement. However, this clause does not exclude any liability which either Party may have to the other in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Framework Agreement.

24.2 In case of discrepancy between the Framework Agreement and/or a Phase Contract, on the one hand, and the Tender Regulation and/or the Challenge Brief, on the other hand, the documents shall prevail in the following order:

- 1st. Tender Documents;
- 2nd. Challenge Brief;
- 3rd. Framework Agreement;**
- 4th. Phase Contracts.

Article 25 – Applicable law and dispute resolution

25.1 This Framework Agreement and the Phase Contracts shall be governed by the Spanish Law.

25.2 Any legal claim, petition or application for judicial review, with regard to the ANTI-SUPERBUGS PCP Procedure, whether before civil or administrative courts, shall be made before the Spanish jurisdiction. By submitting a Bid, the Contractor accepts the exclusive jurisdiction of Spanish courts.

25.3 Decisions taken with regard to the selection of Contractors, awarding them with Phases 1, 2 or 3 Contracts or excluding them from the ANTI-SUPERBUGS PCP Procedure should be challenged by means of an administrative remedy ("*recurso de alzada*") before the Head of the Health Department of the Government of Catalonia ("*Conseller de Salut de la Generalitat de Catalunya*") within a period of one month following the formal notification of the decision. The decision of the Conseller de Salut dismissing the *recurso de alzada* can be challenged before the Administrative Courts ("*Sala del Contenciós-Administratiu del Tribunal Superior de Justícia de Catalunya*") within a period of two months following the formal notification of the decision.

25.4 Any dispute or claim arising out of or in connection with the execution of the Framework Agreement or of the Contracts of Phases entered into between the Lead Procurer and the Contractor shall be heard by the Civil Courts ("*Jutjats de Primera Instància de Barcelona*").

Article 26 — Entry into force

26.1 The Contract becomes effective upon the day on which the Framework Agreement is signed by the last Party and shall remain in effect until the Completion Date set out in Article 2 above.

Signed in 4 original copies [one for each Party].

Signed by the duly authorized signatory of the Procuring Entity:

Signature

Full Name

César Velasco Muñoz

CPosition Held

DIRECTOR OF AGENCIA DE QUALITAT I AVALUACIÓ SANITÀRIES DE CATALUNYA

Date

Signed by the duly authorized signatory of the Contractor:

Signature

Full Name

Martin Gomez Rodriguez

Position Held

CEO at BAHIA SOFTWARE, SLU

Date

Signature

Full Name

Luis Perez Freire

Position Held

DIRECTOR OF FUNDACION CENTRO TECNOLOGICO DE TELECOMUNICACIONES DE GALICIA

Date

Signature

Full Name

Lars Montelius

Position Held

DIRECTOR OF INL INTERNATIONAL IBERIAN NANOTECHNOLOGY LABORATORY

Date