



FOUNDATION FOR RESEARCH AND TECHNOLOGY - HELLAS
INSTITUTE OF COMPUTER SCIENCE

Re.: FP7 project CHIC "Computational Horizons in Cancer (CHIC): Developing Meta- and Hyper-Multiscale Models and Repositories for In Silico Oncology" (Grant Agreement no. 600841)

Letter of Authorization

We hereby authorize Institute of Communication and Computer Systems as Coordinator of CHIC to conclude on behalf of **Foundation for Research and Technology - Hellas** the Confidentiality Agreement attached to this letter as Annex I with the persons mentioned in the following, who are designated members of the External Advisory Board (EAB) established within the scope of CHIC pursuant to Annex I to the EC Grant Agreement and the Consortium Agreement:

External Advisory Board members:

- **David Ingram**, Professor of Health Informatics and Director of the Centre for Health Informatics and Multiprofessional Education, University College London, UK
- **Metin Akay**, Professor of Biomedical Engineering, University of Houston, Texas, USA and IEEE Press Series Editor for the IEEE Press Series in Biomedical Engineering,
- **Françoise Meunier**, Director General of the European Organisation for Research and Treatment of Cancer (EORTC),
- **Trachette Jackson**, Professor of Mathematics at the University of Michigan, USA; Senior editor of Cancer Research,
- **Yuri Nikolksy**, Chief Executive Officer GeneGo (a Thomson Reuters company)

In case that there is the need to involve further experts in the work or in any meeting relating to CHIC, the partner intending to involve such expert shall inform the Coordinator at the earliest possible thereof and the Coordinator shall then contact all partners involved in CHIC as soon as he becomes aware of it. The partners will seek to jointly agree on the involvement of the expert and the Coordinator will take care that the same Confidentiality Agreement as agreed with the members of the EAB is concluded with such expert.

Date: 13th May 2013

Name of signatory: Prof. Costas Fotakis

Signature:



Stamp of organisation:



Annex I

Confidentiality Agreement

This Confidentiality Agreement is made and entered into by and between:

Institute of Communication and Computer Systems, 42, Patission Str., 10682 Athina (Athens), Greece, represented by its Director Prof. Yannis Vassiliou (Principal Investigator: Research Professor Dr. Georgios Stamatakos, In Silico Oncology Group), as Coordinator of the FP7 project "Computational Horizons in Cancer (CHIC): Developing Meta- and Hyper-Multiscale Models and Repositories for In Silico Oncology"

and

[Name], [address], member of the External Advisory Board established within the scope of the Project.

Article 1 Definitions

- 1.1 In this Agreement, "Confidential Information" shall mean any and all information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Receiving Party") in connection with the Project during a meeting or otherwise and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure, and all results and/or conclusions emanating from a meeting when explicitly marked as "confidential" within 30 days after disclosure.
- 1.2 In this Agreement, "Project" shall mean the project called "Computational Horizons in Cancer (CHIC): Developing Meta- and Hyper-Multiscale Models and Repositories for In Silico Oncology" as agreed in Grant Agreement n°600841, carried out under the European Community's 7th Framework Programme.
- 1.3 In this Agreement "External Advisory Board (EAB)" shall mean the consortium body established according to Articles 6.1 and 6.6 of the CHIC Consortium Agreement to provide advice and support concerning the strategy and progress of the project to the Project Consortium.

Article 2 Duration

- 2.1 This Agreement shall come into full force and effect on 1 April 2013 (the "Effective Date").
- 2.2 The duties and obligations to protect Confidential Information disclosed under this Agreement shall be for a period of five (5) years after the end of the Project and shall survive any termination or expiration of this Agreement.

Article 3 Obligations of Confidentiality

- 3.1 All Confidential Information shall be treated with due diligence and shall not be copied, reproduced or distributed in whole or in part by the Receiving Party.

- 3.2 The Receiving Party shall respect and preserve the confidentiality of the Confidential Information from the date of disclosure and shall use the Confidential Information solely for the purpose of this Project for which it was disclosed.
- 3.3 The Receiving Party hereby undertakes not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party and to ensure that internal distribution of Confidential Information shall take place on a strict need-to-know basis.
- 3.4 The Receiving Party's obligations under this Agreement shall not or shall cease to apply to such Confidential Information that:
- a. has been known to the Receiving Party prior to the time of its disclosure pursuant to this Agreement; or
 - b. is in the public domain at the time of disclosure or thereafter enters the public domain without breach of the terms of this Agreement on the part of the Receiving Party; or
 - c. becomes known to the Receiving Party through disclosure by sources other than the Disclosing Party, having a right to disclose such information; or
 - d. has been developed independently by an employee of the Receiving Party who has not had access to any of the Confidential Information of the Disclosing Party.
- 3.5 Unless it is necessary for the purpose stated in this Agreement and provided that any disclosed Confidential Information or any copy thereof is made accessible only to such employees who have a need to know, and employees of any legal entity that it controls, it is controlled by, or with which it is under common control, who have a need to know (control means to own or control, directly or indirectly, over 50% of voting shares) ("Affiliate"), the Receiving Party shall not, without the prior written consent of the Disclosing Party, copy or reproduce any item or document supplied to the Receiving Party – being or containing in whole or in part Confidential Information. The Receiving Party shall return such item or document and any copies thereof at the Disclosing Party's request, and at the latest upon termination of this Agreement. This shall not apply to copies of electronically exchanged confidential information made as a matter-of-routine information technology back-up, and to Confidential Information or copies thereof which must be stored by the Receiving Party according to mandatory law, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation.
- 3.6 Each Receiving Party undertakes to apply for the protection of Confidential Information at least the same degree of care as it applies for the protection of its own Confidential Information (but in any case shall apply not less than reasonable care) and, subject to this section, not to disclose Confidential Information to any third party, excluding Affiliates, without the prior written consent of the Disclosing Party.

- 3.7 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
- 3.8 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure
- (a) notify the Disclosing Party, and
 - (b) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.
- 3.9 All Confidential Information shall remain the exclusive property of the Disclosing Party as well as all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Receiving Party is granted or implied under this Agreement. No commercial obligation on the part of either Party is intended or undertaken.

The Parties agree that any Confidential Information is made available "as is" and that no warranties of any kind are granted or implied with respect to the quality of the Confidential Information, including but not limited to, its fitness for any purpose, non-infringement of third party rights, accuracy, completeness or correctness.

Article 4 Governing law

- 4.1 This Agreement shall be construed by and interpreted under the laws of Belgium.
- 4.2 The Receiving Party will comply with all applicable export and import laws and regulations.

Article 5 Settlement of disputes

- 5.1 All disputes or differences directly arising under or in connection with this Agreement, including any dispute in which a Party alleges that another Party has abused its power, which cannot be settled amicably, shall be subject to the jurisdiction of the competent court in Brussels. Such court shall have jurisdiction in the event of a counterclaim made by the defendant in the legal action.
- 5.2 The Parties concerned may, instead, decide unanimously to seek to resolve by mediation any dispute or difference arising under or in connection with this Agreement which cannot be settled amicably by them.
- 5.3 Notwithstanding the provisions of the foregoing paragraph, any dispute or difference arising under or in connection with this Agreement, which cannot be settled amicably and in respect of which applicable law provides that a specific court other than the competent court in Brussels is exclusively competent (including but not limited to disputes regarding the validity or infringement of

Intellectual Property Rights), shall be subject to the jurisdiction of that specific other court.

- 5.4 Nothing in this Agreement shall limit the Parties' right to seek injunctive relief or any other temporary measure before any applicable competent court or tribunal, wherever located, in order to seek to prevent or restrain any (i) infringement of Intellectual Property Rights and/or (ii) unauthorised disclosure of Confidential Information.

Article 6 Miscellaneous

- 6.1 Should any provision of this Agreement be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. The Parties shall replace the invalid or unenforceable provision by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.
- 6.2 Ancillary agreements, amendments or additions hereto shall be made in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Signature

By: _____

Date: _____

Signature

By: _____

Date: _____