

# COOPERATION AGREEMENT

By and between

Semmelweis University

Registered seat: 1085 Budapest, Üllői út 26., Hungary

Institutional Identifier: FI62576

Represented by: Dr. Béla Merkely, Rector, and Dr. Livia Pavlik, Chancellor

(Responsible organisational unit: Department of Pharmacology and Pharmacotherapy)

and

Imperial College of Science Technology and Medicine

Registered seat: Imperial College London; Exhibition Road South Kensington Campus;  
London SW7 2AZ, UK

Identifier: a charitable body registered in England and Wales under registration number  
RC00231 incorporated under Royal Charter

Represented by: Professor Manuel Mayr

(Responsible organisational unit: Chair of Cardiovascular Proteomics, National Heart & Lung  
Institute - Faculty of Medicine)

jointly, as Parties, on the date and place written below, with the terms and conditions as follows.

## 1. PURPOSE OF THE AGREEMENT

Imperial and Semmelweis University, recognising the mutual benefits that can arise from collaborative scientific and technological efforts combined with open exchange of ideas and information, agree to develop their co-operation further so as to foster an increased level of interchange of ideas to the mutual benefit of both organisations, and to strengthen further the goodwill and cordial relations that already exist between them.

The purpose of this Agreement is for the Parties, in the frame of the project National Cardiovascular Laboratory (identifier: RRF-2.3.1-21-2022-00003) to enter into a Cooperation Agreement on research, development or other similar matters. The present Agreement pertains to the tasks of an application in the field of Pharmacology and Pharmacotherapy in which the organisational unit of Semmelweis University is the consortium leader of that project and Imperial represented by Professor Manuel Mayr a co-applicant.

## **2. COOPERATION OF THE PARTIES**

In the frame of Component B. Highly qualified, competitive workforce – of the Hungary’s Recovery and Resilience Plan (RRP) – of the Government of Hungary, the purpose of the call named RRF-2.3.1-21 „Establishment of national research and development laboratories” is to establish and to operate scientific centres – national laboratories (R+D and innovation, the support of knowledge and technology transfer).

The goals of the cooperation in the frame of project „National Cardiovascular Laboratory” (identifier: RRF-2.3.1-21-00003) and the tasks to be implemented are the following:

Further communication and interchange of ideas on a non-exclusive basis to the mutual benefit of both organisations in the fields of *research work in cardiovascular diseases and co-morbidity and proteomics methods*.

The Parties will be free to actively seek joint research opportunities, without restricting partners from research independent of the network and this Agreement.

Neither Party has the authority to commit the other Party to any act, responsibility or liability unless that other party has given such prior authority in writing.

## **3. TERM, AMENDMENT AND TERMINATION OF THE AGREEMENT**

3.1 The present Cooperation Agreement enters into force on the date of its mutual execution by the Parties, for a definite period of 20 months.

3.2 The Parties may any time amend the present Cooperation Agreement by mutual written consent.

3.3 Either Party can terminate the present Cooperation Agreement without cause, with 30 days written notice.

## 4. FINANCES

The present Cooperation Agreement is made with the exclusive purpose of laying down the general goals and terms of the cooperation of the Parties, and their tasks to be implemented in the frame of the cooperation in general. If, during the implementation of the specific goals and tasks any financial obligation is to be undertaken, the Parties shall enter into separate agreements in each case.

## 5. CONFIDENTIALITY, DATA PROTECTION

5.1 The Parties mutually respect each other's rights, especially rights pertaining to data protection and intellectual property.

5.2 The Parties undertake

- a) to treat all information and data, which came to their attention in connection to the Parties' contractual relationship or by any other means or which is resulting from that relationship, and which are either related to the commercial, financial matters, or corporate relationship of the other Party, or to any other information or data in connection to or in the interest of the other Party (hereinafter jointly referred to as: Confidential Information) in accordance with the rules pertaining to commercial secrets and sensitive information. They undertake not to make them available to third parties, unless the other Party permitted it in writing or the disclosure is prescribed by law. The Parties shall use the information and data affected by the present section only to the extent it is necessary to perform their duties as per the present Cooperation Agreement.
- b) to treat personal data and sensitive data, as defined in 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 (GDPR) and in Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information, in accordance with the applicable laws. They undertake not to make those data accessible to third parties unless they are obliged by law to do so. The Parties shall use the data affected by the present point only to the extent it is necessary to perform their duties as per the present Cooperation Agreement.
- c) that, during the term of the present Agreement and after its termination, they will not make any confidential information accessible to third parties and will not use such information for purposes which fall out of the scope of the present Agreement, and will not misuse the confidential information.

5.3 The obligations laid down in the present part of the Cooperation Agreement are binding on the Parties' all employees, students, agents, members, and other persons in any kind of employment relationship with them, to the same extent as they bind the Parties. The confidentiality obligations shall remain in force during the effective period of the agreement and after its termination or expiration, regardless of its reason.

5.4 Those information and data are not subject to confidentiality obligation, which

- a) are of common knowledge;
- b) were not disclosed by a breach of the present Cooperation Agreement;
- c) was already, without any restriction on disclosure, in the possession of the other Party before it received the information or data from the disclosing Party;
- d) the Party using it acquired it from a third party, who rightfully acquired or created the information or data, and who is not subject to any restriction on publication;
- e) was created by a Party without using the other Party's confidential information; or
- f) is to be disclosed by order of law or authority.

5.5 The Party in breach of the obligations specified in the present part of the Cooperation Agreement shall be obliged to compensate the damages caused by its breach.

## 6. MISCELLANEOUS

6.1 The Parties shall immediately inform each other in writing of all circumstances affecting their cooperation laid down in the present Cooperation Agreement, including, but not limited to circumstances which would hinder their cooperation or would make its implementation impossible.

6.2 All notifications pertaining to the present Agreement shall be made in writing, by post or electronically. Notifications are deemed to be received even if the addressee refused the receipt. If the delivery failed because the addressee did not accept the document - it was returned to the sender with mark "unclaimed" (nem kereste) and it was delivered by a postal service provider -, the document shall be considered served on the fifth working day following the day of the second attempted delivery.

6.3 The Parties assign the following contact persons:

	Semmelweis University Department of Pharmacology and Pharmacotherapy (organisational unit)	Imperial College London
Name:	György Lénárt	Professor Manuel Mayr
Organisational unit	Department of Pharmacology and Pharmacotherapy	National Heart and Lung Institute

Position:	Project assistant	Chair of Cardiovascular Proteomics
E-mail:	lenart.gyorgy@semmelweis.hu	m.mayr@imperial.ac.uk
Telephone:	+ 36 20 67 1138	
Address:	Budapest 1089 Nagyvárad tér 4. III-V. floor	9th Floor Sir Michael Uren Hub White City Campus

6.4 The Parties establish that any change in the abovementioned persons or their contact details does not make it necessary to amend the present Cooperation Agreement.

6.5 This Cooperation Agreement shall not be legally binding.

6.6 The Parties undertake to settle their disputes arising in connection with present Cooperation Agreement primarily by negotiation between their entitled senior authorised assigns.

6.7 This Agreement does not affect the ownership of any intellectual property owned by the Parties. If the cooperation of the Parties results in any kind of intellectual property, they shall enter into a separate agreement on the subject matter in each case.

If the cooperation of the Parties results in any kind of publishable results the Parties may jointly publish the results arising out of the cooperation subject to the present Agreement, in accordance with the standards of the specific scientific journal and indicating the required text on funding, which identifies the project. When publishing the results, the authors shall endeavour to meet the professional and formal criteria of the specific discipline and by following the process described below. Prior to the publication of articles each Party shall endeavour to circulate proposed publications at least 30 days in advance of submission for publication. Each Party retains the right to request (such request not to be unreasonably refused) the delay of a publication in order to seek intellectual property protection or protection of its confidential information. Such delay shall not exceed 3 months, unless mutually agreed between the Parties. Notification of the requirement for delay in submission for publication must be received by the publishing Party within thirty (30) days after the receipt of the material by the other Party, failing which the publishing Party shall be free to assume that the other Party has no objection to the proposed publication.

The present Cooperation Agreement is made in 1 (one) original, on 6 pages, of which Semmelweis University retains 1 (one) and Imperial Collage London retains 1 (one) original.

Budapest, 2024\_\_\_\_\_

Semmelweis University

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Prof. Dr. Béla Merkely  
Rector

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Dr. Lívía Pavlik  
Chancellor

On behalf of Imperial College of Science Technology and Medicine

DocuSigned by:

*Dimitra Chormova*

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Dimitra Chormova  
Contracts manager

09-Jul-2024