



DTL PARTNER AGREEMENT

[ZZZ]

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DTL Partner Agreement

Definitions:

Articles of Association: the articles of association of Stichting DTL, formally establishing Stichting DTL as legal entity, with a governance and advisory structure as described therein, the most recent version of which (in Dutch) are attached as annex 1 to this DTL Partner Agreement.

Commencing Date: the date on which the DTL Partner Agreement commences, as described in article 5.1 of this Agreement.

DTL Data: the DTL programme that concentrates on the data aspects of Life Science research targeted within the DTL Alliance. In the DTL Data programme, DTL Partners align their expertise and infrastructures in bioinformatics, medical informatics and e-science research and engineering. This DTL programme is set up to support Next Generation Life Science projects in their 'big science data' challenges through the joint development and deployment of ICT/e-infrastructures, software, databases, as well as advanced methodologies and strategies for data integration and stewardship, including training and education.

DTL: Stichting Dutch Techcentre for Lifesciences.

DTL Alliance: formalised collaborative network of organisations (DTL Partners) that all have signed the DTL Partner Agreement.

DTL Partner (also: Partner): public or private organisation that is an independent legal entity with an active scientific and/or commercial interest in Life Science Technology expertise and/or infrastructures, that supports the DTL mission and aims, that wants to actively participate in the DTL network, and that has signed the DTL Partner Agreement.

DTL Partner Agreement: this Agreement, a bilateral agreement between Stichting DTL and an organisation that is an independent legal entity that wants to enter the DTL Alliance and become a DTL Partner.

Executive Board: the governing body of Stichting DTL.

Extension Date: the date that lies a full number of years after the Commencing Date of DTL partnership, and that marks the moment of annual invoicing of the DTL Partner fee.

Life Sciences: the broader research field of biology research and development, including, but not limited to the areas of biomedical/clinical research, nutrition research, crop and livestock breeding as well as industrial microbiology research, as well as the Life Science Technology areas that enable these biology research and development fields.

Life Science Technology/Technologies: the broader spectrum of high-end analytical and engineering technologies used in modern Life Sciences, and that require advanced expertise, and instrumentation, whether or not organised as independent research facilities. This includes, but is not limited to, genomics, epigenomics and next generation sequencing, proteomics, metabolomics and bioimaging, as well as data-related technology fields such as bioinformatics, informatics, e-science, computational biology and systems biology.

Next Generation Life Science (or NGLS): Research in the Life Sciences that involves expertise and or instrumentation of more than one particular field of Life Science Technology, and that requires the advanced integration of research data sets, knowledge and/or models of a heterogeneous nature. NGLS

research projects demand careful tuning and planning of the research process, and mostly require the collaboration of more than a single research group or organisation. NGLS involves the entire research process from experimental design, measurements and/or engineering up to the management, integration and stewardship of the research data generated, to safeguard their re-use in future studies.

PAC Regulations: Regulations describing the role and operations of the DTL Partner Advisory Committee, as attached as Annex 2 to this Agreement.

Partner Advisory Committee (or PAC): Advisory committee to the Executive Board of DTL consisting of DTL Partner delegates, as outlined in Article 2 of this Agreement.

Party/Parties: refers to the two organisations that sign this Agreement.

The Parties

1. **Stichting Dutch Techcentre for Life Sciences**, established at Catharijnesingel 54, 3511 GC, Utrecht, the Netherlands, and legitimately represented by its director Dr. R.G. Kok, hereinafter: “DTL”

and

2. **[XXX]**, established at **[full address]**, the Netherlands, and legitimately represented by **YYY**, **FUNCTIE** hereinafter: “**ZZZ**” or “the DTL Partner”;

hereinafter individually “Party” and collectively “Parties”,

Considering:

1. The mission of DTL, a foundation under the law of The Netherlands, is to promote, design, initiate and/or execute research, research infrastructures and facilities, education, knowledge dissemination and knowledge application in the area of Life Science Technologies and their application in the broader Life Sciences. DTL stimulates cross-sector development and application of individual Life Science Technologies, and promotes their combined application, including the associated analysis, integration and modelling of research data.
2. DTL aims to create a strong, collaborative and lasting Life Science Technology network in the Netherlands, connecting academic and industrial organisations in Life Science Technology programmes that jointly focus on optimisation of investments, stimulating research and development into Life Science Technologies, standard setting and distribution of methodologies, avoiding redundancy and developing strategies to sustain and promote Life Science Technology expertise and infrastructures. DTL involves existing and novel Life Science and Life Science Technology communities and initiatives in collective DTL programmes and activities, and makes sure these programmes and activities are well positioned in the international fields of Life Science research and infrastructures, including international Life Science Technology initiatives. Information on the DTL agenda and running DTL programmes and activities can be found at the website www.dtls.nl.
3. DTL’s mission and aims are an integral part of the Articles of Association of DTL, which have been attached to this DTL Partner Agreement (hereinafter: “this Agreement”) as annex 1.
4. To realize its mission and establish the above-mentioned Life Science Technology network, DTL has taken the initiative to establish the DTL Alliance together with partner organisations in academia and industry, hereafter collectively called DTL Partners or Partners. DTL Partners are independent legal entities that have an active scientific and/or commercial interest in Life Science Technology expertise and infrastructures, support the DTL mission and aims, and want to actively participate in the DTL network.
5. **[ZZZ]** has an active interest in the field of Life Science Technologies and supports the mission of DTL. **[ZZZ]** recognizes the value of participating in the DTL Alliance and has expressed its wish to acquire the status of DTL Partner.
6. By signing this Agreement, **[ZZZ]** becomes a Partner in the DTL Alliance.

Have agreed as follows:

Article 1 ROLE AND GENERAL ACTIVITIES OF DTL

- 1.1 DTL represents the DTL Alliance and supports the DTL Partners through the organisation of DTL programmes and activities as defined in Article 1.2. Where applicable, DTL may establish formal links to national and international science and innovation organisations, and to communities in Life Science Technologies and/or Next Generation Life Science research to strengthen the DTL Alliance.
- 1.2 DTL supports the Partners in the DTL Alliance and facilitates within the DTL Alliance the development and execution of cross-sector and/or cross-technology programmes, projects and activities, such as, but not limited to:
- (i) development and promotion of a nation-wide strategic agenda for Life Science Technology research and infrastructures, in close interaction with stakeholders of relevant Dutch sectors in the Life Sciences, and with relevant communities in the fields of Life Science Technologies, all aligned with relevant international initiatives;
 - (ii) promoting the development of dedicated funding opportunities for research and infrastructures in the areas of Life Science Technology and Next Generation Life Science, through the active interaction with Dutch science funders, Dutch 'Top Sectors', relevant international initiatives such as programmes set up by the European Commission and private sector investors, especially aimed at enhancing funding opportunities for DTL Partners. DTL and its Partners may cooperate upon Partners' request in responding to Dutch or international science and infrastructure funding calls.
 - (iii) organisation of cross-sector and cross-technology tuning of expertise and infrastructures in Life Science research data management, analysis and integration in a collective Data programme (DTL-Data), including the promotion of good data management and data stewardship practice aimed at re-usability, sustainability and accessibility of datasets;
 - (iv) enhancing alignment of local Life Science Technology facilities into a federated research infrastructure programme (DTL Chain of Technology Hotels), and promoting to make their expertise and infrastructure well-accessible for DTL Partners;
 - (v) development and promotion of a collective portfolio of accessible Life Science Technology courses, consulting activities and workshops as part of an integrated DTL training & education programme;
 - (vi) stimulating the development of collaborative projects between DTL Partners in the areas of Life Science Technology research and cross-technology Next Generation Life Science research;
 - (vii) upon request of DTL Partners, and with active support of these partners, facilitating the organisation of a certain Life Science Technology community, aimed to develop interaction and cohesion within this community as such, and to actively involve this community in the DTL Alliance as a whole;
 - (viii) promoting the establishment of an open innovation approach among DTL Partners, by facilitating the scouting and brokering the exchange of expertise and innovations in areas of Life Science Technologies and Next Generation Life Science among academic and industrial Partners;
 - (ix) stimulating dissemination of project results, knowledge exchange and interaction among DTL Partners through the organisation of science and innovation events in areas of Life Science

Technologies and their advanced applications in Next Generation Life Science, and through media such as the DTL website;

(x) developing any other programme related to the field of Life Science Technologies or Next Generation Life Science that DTL Partners deem beneficial to the DTL Alliance.

Actual information on DTL's activities and programmes will be made available to the DTL Partners through various means, including the DTL website.

- 1.3 DTL may provide, within set budgets, under applicable conditions and upon request, project management support to collaborative projects in the areas of Life Science Technology or Next Generation Life Science that involve multiple (more than two) DTL Partners.
- 1.4 DTL actively promotes an open access approach to data sets or any other piece of scientific information generated or assembled within the Alliance, and an open source approach to software, methodologies and standards. DTL stimulates its Partners to make these available under applicable licences to the Partners within the DTL Alliance, and to the international scientific community, unless issues of privacy or commercial nature prevent such open access or open source licences.
- 1.5 The DTL director appointed by the DTL Executive Board will have the task to support the organisation of the DTL Alliance, and of the programmes, projects and related activities within the DTL Alliance.

Article 2 PARTNER ADVISORY COMMITTEE (PAC)

- 2.1 Adhering to article 12 of the articles of association (annex 1) and related regulations, DTL will establish an advisory council (raad van advies) as advisory body to DTL. In the context of the DTL Alliance, this body is termed the Partner Advisory Committee (PAC).
- 2.2 The PAC is an advisory forum to the DTL executive board. The PAC is composed of mandated representatives of the DTL Partners at senior management level, and assembles on a regular basis to discuss and exchange strategy and policy issues relevant for the DTL Alliance between DTL and the DTL Partners.
- 2.3 DTL will inform the PAC and ask for its advice before important decisions are made by DTL (ex article 12.4 articles of association).
- 2.4 The PAC has the right to advise the executive board of DTL in appointment of board members when a position is vacant.
- 2.5 DTL will organize a PAC assembly at least once per year, where it will report on the preceding period and present DTL's strategy and policy for the future. Like DTL and all DTL Partners, [ZZZ] is invited to present at the yearly PAC assembly proposals concerning new activities, policies and other means to optimize or improve the ability of the DTL Alliance to realise the DTL mission as described in the considerations. The agenda and related documents of the yearly PAC assembly will be made available to all DTL Partners in writing, and at least 30 (thirty) days prior to the PAC assembly.
- 2.6 DTL may incorporate the outcome of the PAC discussions in its decisions, and will notify the DTL Partners of such decisions.
- 2.7 The DTL regulations concerning the PAC, hereinafter referred to as 'PAC Regulations' are attached as annex 2 to this Agreement. Any modification to the PAC Regulations will be made available to the DTL Partners.

Article 3 ROLE, RIGHTS AND OBLIGATIONS OF DTL PARTNERS

- 3.1 By signing this agreement, [ZZZ] will become a Partner in the DTL Alliance, and have all rights and obligations that come with the DTL partnership, as described in general terms below. By undersigning this agreement, [ZZZ] confirms its status as [PARTNER CATEGORY], as determined in annex 3 to this agreement.
- 3.2 DTL Partners are committed to actively participate in the DTL Alliance, and to contribute to programmes and activities within the alliance, according to their capacities in the area of Life Science Technologies and/or Next Generation Life Science research. Partners seek to share and expand their expertise in these fields, and to participate in initiatives that focus on the advanced use of (combinations of) Life Science Technologies, and/or in initiatives that focus on implementing Life Science Technology research, infrastructures, training and education, or any other relevant activity that fits the scope of the DTL Alliance, including the arrangement or application of funding for the above mentioned DTL programmes and activities.
- 3.3 Upon request, DTL will publish the expert profile of DTL Partners in the area of Life Science Technologies or Next Generation Life Science research, through its website and other applicable channels, and assist its Partners in the dissemination of their expertise, facilities, training and education, etc., in order to promote the (international) visibility of the capacities of DTL partners. DTL invites DTL Partners to actively share best practices, know-how, methods and standards within the DTL Alliance.
- 3.4 DTL Partners have preferential access to DTL programmes, activities, services, as well as to DTL scientific or other events as described in the considerations and which will be kept up to date on the DTL website. Under applicable conditions, this may also refer to specific expertise, research facilities, methods, standards, databases, education, training, events or funding calls that are being developed, acquired or set up collectively within the DTL Alliance.
- 3.5 Each DTL Partner is entitled to propose one mandated representative as member of the Partner Advisory Committee, as described in Article 2, whose name and contact details shall be made known to DTL. The DTL Executive Board evaluates the candidacy of proposed Partner representatives, and appoints the members of the Partner Advisory Committee as determined in article 12.3 of the DTL Articles of Association.
- 3.6 Partners shall pay a yearly partnership fee to DTL according to the fee structure and minimal partnership period that relate to the nature and size of the Partner's organisation, and as attached in annex 3 to this agreement.

Article 4 LIABILITY

- 4.1 Each Party shall be liable for its own activities under this Agreement and safeguards the other Party against all claims of third parties for damage as a result of these activities
- 4.2 Party's liability to another party arising out of or in connection with any breach of this Agreement or any act or omission of DTL in connection with this Agreement shall in no event exceed the amount of fees payable by the DTL Partner to DTL under this Agreement, except in case of wilful misconduct and/or gross negligence.
- 4.3 Parties are not liable in any case for indirect damage or consequential damage.

Article 5 TERM AND TERMINATION

- 5.1 This Agreement has two possible commencing dates, on January 1st or July 1st (Commencing Date). The undersigning Partner can choose on which of these two dates the Agreement commences, if desired with retrospective effect. Therefore the partnership period, as defined in annex 3, and the rights and obligations of the Agreement shall take effect on the Commencing Date en not on the date of undersigning the Agreement.
- 5.2 The Commencing Date of this Agreement is mentioned on the signing page.
- 5.3 The minimal DTL partnership period is defined in annex 3, referring to the Partner category indicated in article 3.1 of this agreement, and calculated every year from the Commencing Date set in article 5.2.
- 5.4 At the Extension Date, after a full year of partnership has passed the DTL partnership is automatically extended with another year, unless the Partner has timely terminated this Agreement. Such extension of the partnership moves the end of the termination date of this Agreement by one year, while the minimal term of partnership applicable to the DTL Partner remains, as defined in annex 3.
- 5.5 Provided the DTL Partner has fulfilled all its obligations under this Agreement, the DTL Partner may end its partnership only by December 31st or June 30th of a given year, taking into account the minimal term of partnership applicable to the DTL Partner as defined in annex 3, plus a term of notice to DTL of at least thirty (30) days prior to the Extension Date.
- 5.6 This Agreement may be rescind judicially or extra-judicially by DTL on account of a material breach on the part of the Partner to comply with one or more undertakings from this Agreement, if the Partner, after reminder and notice of default containing a reasonable period of time to be observed, is nevertheless in default, unless the failure in view of its special nature or minor importance may not justify this rescission and its consequences.
- 5.7 The DTL Partner may terminate this Agreement within thirty (30) days of being notified by DTL of significant changes in the PAC Regulations. Any running activity in which the DTL Partner is involved will continue under the previous version of the amended documents.
- 5.8 When the DTL Partner is in default as a DTL Partner, it is excluded from its entitlements as described in article 3.
- 5.9 After termination of this Agreement, the clauses of article 4 (Liability) shall remain effective.

Article 6 AMENDMENTS

Amendments to this Agreement shall only be valid with approval of DTL and the DTL Partner. A change in the DTL Articles of Association and related regulations shall not require approval of the DTL Partner, but will be notified by DTL at DTL's earliest convenience.

Article 7 NO GENERAL TERMS AND CONDITIONS

Any and all General Terms and Conditions of the DTL Partners are expressly declared not applicable to this Agreement.

Article 8 LAW AND FORUM

- 8.1 This Agreement is construed under and governed by the laws of The Netherlands.
- 8.2 Parties will attempt to settle conflicts arising from this Agreement amicably.

8.3 Any claims, controversies or disputes arising out of or in connection with this Agreement, which cannot be settled amicably between the Parties, shall be subject to the exclusive jurisdiction of the competent court of Utrecht.

The Commencing Date of this agreement is: [FILL IN DATE]

Signed in twofold:

YYY
ZZZ

R.G. Kok
DTL

Signing date:

Signing date:

Annex 1: Articles of Association of Stichting DTL (dd 10-18-2013)

Annex 2: Regulations of the Partner Advisory Committee (PAC) (v. 2013-12-20)

Annex 3: DTL Partner categories, minimal term of partnership, and Partner fee structure (v. 2013-12-20.1)