



VETBIONET

Veterinary Biocontained facility Network for excellence in animal infectiology research and experimentation

Deliverable D6.4
ERG Agreement drafted for Partners willing to commit themselves after the end of the EU funding

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Confidential, only for members of the consortium (including Commission Services)	
Classified, as referred to in Commission Decision 2001/844/EC	

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1. Introduction

The decision has been taken by VetBioNet members to create a European Research Group (VetBioNet-ERG), a cooperative instrument without any legal personality, to promote veterinary infectious disease research in the context of One Health in the national and European research landscape using the resources of the VetBioNet research infrastructure network.

The VetBioNet-ERG will be created in 2023 for a renewable period of four years.

As a continuation of the VetBioNet H2020 project and based on its outputs, the main objective of the VetBioNet ERG is to maintain and enrich the comprehensive network of preeminent high-containment research facilities, public and academic research institutes, international organisations and industrial partners dedicated to the advancement of epizootic and zoonotic disease research and the promotion of technological developments.

The creation of VetBioNet ERG aims at maintaining the coherence and the dynamics of the group of partner organisations and researchers which was constituted within the framework of the VetBioNet H2020 project and constitutes in that one of the axes of the implemented sustainability plan.

The missions of VetBioNet ERG will be declined according to three axes:

1. TNA (TransNational Access) activities, the main objective of the VetBioNet-ERG being to facilitate access to facilities operating in the veterinary infectious disease field.

2. Networking Activities, with the aim to:

- Explore ways to ensure the sustainability of the network
- Harmonize and standardise procedures, particularly in the areas of biorisk management, ethics and the 3Rs.

3. Joint Research Activities (JRA), with the objective to explore funding opportunities to support research on infectious diseases of veterinary species that may be proposed in future funding/calls to further develop models/tools to improve analysis of infection responses and host-pathogen interactions, as well as vaccines and diagnostic tools in areas of interest to the ERG, including epizootic and zoonotic diseases at the wildlife-livestock-human interface.

The ERG agreement has been sent for completion and signature to the VetBioNet partners on February 2023. The draft of the contractual document outlining the composition, organisation, and statutes of ERG-VetBioNet, as well as all areas covered by ERG-VetBioNet, its missions and activities, is presented below.

2. VetBioNet ERG Agreement

**AGREEMENT ON THE CREATION OF
A EUROPEAN RESEARCH GROUP
(ERG)**

“VETBIONET”

Between

The National Institute for Agricultural Research, Food and Environment (INSTITUT NATIONAL DE RECHERCHE POUR L'AGRICULTURE, L'ALIMENTATION ET L'ENVIRONNEMENT)

Hereinafter referred to as: **INRAE**

Whose registered office is at: 147 rue de l'Université - 75338 PARIS CEDEX 07

Represented by M. Philippe Mauguin, acting in his capacity of President General Director, and by delegation by M. Marc Guérin, as Président du Centre INRAE du Val de Loire, duly authorised for the purposes hereof

Hereinafter referred to as "**Coordinator**"

And

Stichting Wageningen Research

Hereinafter referred to as: **WR**

Whose registered office is at: Droevendaalsesteeg 4, 6708 PB Wageningen, the Netherlands

Represented by Dr. Mac T Sholten, acting in his capacity of General Director, duly authorised for the purposes hereof

And

Friedrich-Loeffler-Institut

Hereinafter referred to as: **FLI**,

Whose registered office is at: Südufer 10, 17493 Greifswald-Insel Riems, Germany,

Represented by Dietmar Nobis, acting in his capacity of Head of Administration, duly authorised for the purposes hereof

And

The Pirbright Institute

Hereinafter referred to as: **TPI**

Whose registered office is at: Ash Road, Pirbright, Surrey, GU24 0NF, United Kingdom,

Represented by Keith Simpson, acting in his capacity of Company Secretary, duly authorised for the purposes hereof

And

Animal and Plant Health Agency

Hereinafter referred to as: **APHA**

Whose registered office is at: Area 1A, Nobel House, SM SW1P 3JR, London, United Kingdom,

Represented by Chris Hadkiss, acting in his capacity of XXX, duly authorised for the purposes hereof

And

Moredun Research Institute

Hereinafter referred to as: **MRI**

Whose registered office is at: Pentlands Science Park, Bush Loan, Penicuik, Scotland, EH26 0PZ, United Kingdom,

Represented by Professor Julie Fitzpatrick, acting as her capacity of Scientific Director, duly authorised for the purposes hereof

And

Instituto Nacional de Investigación y Tecnología Agraria y Alimentaria

Hereinafter referred to as: **INIA**

Whose registered office is at: Carretera de la Coruna 28040, Madrid, Spain,

Represented by XXXX, acting as his capacity of XXXX , duly authorised for the purposes hereof

And

Institut de Recerca I Tecnologia Agroalimentaries

Hereinafter referred to as: **IRTA**

Whose registered office is at: Torre Marimon, ctra C-59, Km. 12,1 E-08140 Caldes de Montbui - Barcelona – SPAIN

Represented by M. Simó Alegre Castellví, acting in his capacity of Director of Research and Innovation, duly authorised for the purposes hereof

or Jordy de la Cuesta Fernandez, Chief Financial Officer ? (VetBioNet CA)

And

Eidgenössisches Volkswirtschaftsdepartement

Hereinafter referred to as: **EDI-IVI**

Whose registered office is at: Mittelhäusern, Switzerland,

Represented by Professor Christian Griot, acting in his capacity of Director, duly authorised for the purposes hereof

And

Panstwowy Instytut Weterynaryjny

Hereinafter referred to as: **PIWET**

Whose registered office is at: Partyzantow 57 Avenue, 24-100 PUTAWY, Poland

Represented by Krzysztof Niemczuk, acting in his capacity of Director General, duly authorised for the purposes hereof

And

Aarhus Universitet

Hereinafter referred to as: **AU**

Whose registered office is at: Nordre Ringgade 1, 8000 Aarhus C, Denmark

Represented by Anette P. Miltoft, acting in her capacity of Head of Corporate Relations and Technology Transfer, duly authorised for the purposes hereof

And

L'Agence Nationale de Sécurité Sanitaire de l'Alimentation, de l'environnement et du travail

Hereinafter referred to as: **ANSES**

Whose registered office is at: 14 rue Pierre et Marie Curie, 94701 Maisons-Alfort Cedex 1, France,
Represented by Roger Genet, acting in his capacity of Director General, duly authorised for the purposes hereof

And

The University of Edinburgh

Hereinafter referred to as: **UEDIN**

Whose registered office is at: Old College, South Bridge, Edinburgh, EH8 9YL, United Kingdom, Represented by Alan Kennedy, acting in his capacity of EU Funding Advisor, duly authorised for the purposes hereof

And

Erasmus Medical Centre

Hereinafter referred to as: **ErasmusMC**

Whose registered office is at: Gravendijkwal 230, po box; 2040, 3015CE, Rotterdam, Netherlands,
Represented by Jaap Verweij, acting in his capacity of XXX, duly authorised for the purposes hereof

And

Istituto Zooprofilattico Sperimentale delle Venezie

Hereinafter referred to as: **IZSVe**

Whose registered office is at: Viale dell'Università 10, 35020 Legnaro (Padova), Italy,
Represented by Prof. Daniele Bernardini, acting in his capacity of Director General, duly authorised for the purposes hereof

And

University of Nottingham

Herein referred to as: **UNOTT**

Whose registered office is at: University Park, NG27 2RD, Nottingham, United Kingdom,
Represented by Ryan Keyworth, acting in his capacity of XXXX, duly authorised for the purposes hereof

And

UNIVERSITY COLLEGE DUBLIN, NATIONAL UNIVERSITY OF IRELAND, DUBLIN

Herein referred to as: **NUID UCD**

Whose registered office is at: Belfield, Dublin 4, Ireland,
Represented by Donal Doolan, acting in his capacity of Head of Financial Management, duly authorised for the purposes hereof

And

International Livestock Research Institute

Herein referred to as: **ILRI**

Whose registered office is at: international research institute of P.O Box 30709-00100 Uthiru, Old Naivasha Road and co-hosted by the Government of Ethiopia in Addis Ababa P.O Box 5689, Addis Ababa. ("ILRI"),
Represented by Dr James Smith, acting in his capacity of Director General, duly authorised for the purposes hereof

And

The Commonwealth Scientific and Industrial Research Organisation

Herein referred to as: **CSIRO**

Whose registered office is at: Clunies Ross Street, Acton, Australian Capital Territory, Australia and **through its National Facility situated at the Australian Animal Health Laboratory, CSIRO (AAHL) 5 Portarlington Road, Geelong, Victoria, Australia,**
Represented by Dr. Kurt Zuelke, acting in his capacity of Director of AAHL, duly authorised for the purposes hereof

And

European Federation of Animal Science

Herein referred to as: **EAAP**

Whose registered office is at: Via G. Tomassetti, 3 A/1 00161 ROME, ITALY
Represented by Andrea Rosati, acting in his capacity of Secretary General, duly authorised for the purposes hereof

And

InSCREENeX – SME

Herein referred to as: **ISX**

Whose registered office is at: Inhoffenstrasse 7, 38124 Braunschweig, Germany
Represented by Dr. Tobias May, acting in his capacity of Industry partner, duly authorised for the purposes hereof

And

Leica – Industry,

Herein referred to as: **Leica**

Whose registered office is at: **Friedensplatz 3, 68165 Mannheim, Germany**
Represented by Stéphane Gueguen, acting in his capacity of Confocal Sales Team Leader France , duly authorised for the purposes hereof

And

Noldus Information Technology BV– SME,

Herein referred to as: **Noldus**

Whose registered office is at: Wageningen, The Netherlands
Represented by Dr L.P.J.J. Noldus, acting in his capacity of Managing Director, duly authorised for the purposes hereof

And

Epibiosafe

Herein referred to as: **EpiBio**

Whose registered office is at: Chancery House 30 St Johns Road, GU21 7SA, Woking, United Kingdom

Represented by Uwe Mueller-Doblies, acting in his capacity of XXXX , duly authorised for the purposes hereof

And

Vertebrate Antibodies Limited (VAL),

Herein referred to as: **VAL**

Whose registered office is at: 162 Crown Street Aberdeen AB11 6 JB, RU

Represented by Ayham Alnabulsi, acting in his capacity of XXXX, duly authorised for the purposes hereof

And

Inmunología y Genética Aplicada, S.A. – SME

Herein referred to as: **INGENASA**

Whose registered office is at: Hermanos Garcia Noblejas 39, 28037 Madrid, Spain

Represented by Antonio Sanz, acting in his capacity of Operations Manager , duly authorised for the purposes hereof

And

Sciensano

And

AGES

Hereafter referred to as « the Parties »

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CONSIDERING

The decisions taken by VetBioNet members during General Assembly meetings of May 2019, December 2020, November 2022 and the final meeting in February 2023, to promote research in veterinary infectious disease within a framework of One Health in the national and European research landscape using research infrastructure resources from the VetBioNet network, to create a European Research Group (VetBioNet-ERG) in 2023.

HEREBY AGREE:

ARTICLE 1 – CREATION AND DURATION

A European Research Group, co-operation instrument devoid of any legal personality, hereafter referred to as ERG, entitled “**VetBioNet-ERG**” is hereby formed among the Parties, for a period of four (4) years starting February 28th, 2023.

The Agreement can be renewed by addendum. Renewal will be decided by the prior agreement of the Parties in consultation with the General Assembly.

ARTICLE 2 – MISSION

The **VetBioNet-ERG**'s mission shall be to seek support for research and extension in the areas set out in Annex 1.

To fulfil its mission, the Parties through the ERG shall attempt to:

1. Implement the plan for the long-term VetBioNet sustainability;
2. Be a platform for launching further European and international collaborative projects on animal infectious disease research requiring containment facilities;
3. Enlarge the international visibility of the VetBioNet Network of research infrastructures as a European centre of excellence in animal infectious disease research;
4. Promote the One-Health concept and veterinary infectious disease research in national and European research landscapes;
5. Reach out to other stakeholders in order to develop new initiatives and join other programs
 - Promote research priorities identified by the network toward policy makers.
 - Coordinate national actions in accordance with VetBioNet research agenda;
 - Maintain links with Partners from outside Europe;
6. Maintain research capacities and tools developed by VetBioNet for the research community:
 - Ensure continued coordinated interactions among network members.
 - Maintain and expand the mapping of terrestrial and aquatic containment facilities and resources for veterinary infectious disease research in Europe.
 - Facilitate access to the VetBioNet Network research infrastructures and services and provide information on funding opportunities for projects in animal infectious disease research;
 - Maintain common research tools, associated platforms and databases for joint research projects and share them with the community;
 - Identify funding pathways to develop new tools in support of animal infectious disease research;
 - Continue to provide access to common research methods, standards, protocols and guidelines for biocontained animal experimentation, ethics in animal experimentation and 3Rs (Replacement, Reduction & Refinement) that were produced by VetBioNet and make available best practice guidelines in these areas for the community;
 - Support the development of skills and expertise of researchers through workshops, training courses, short-term missions, mobility exchanges and internships.
7. Bring support to VetBioNet stakeholders by maintaining and updating the dissemination tools developed by VetBioNet including website and data bases.

For the avoidance of doubt and in accordance with Article 6, if some or all Parties wish to participate in any collaborative research projects arising from the ERG, the participating Parties shall enter into and sign a specific contract between/among such Parties in relation to that project.

ARTICLE 3 – MEMBERSHIP

The “**VetBioNet-ERG**” is composed of the Parties as represented by their respective participating laboratories, research departments or centres.

For:

- INRAE - Institut National de Recherche pour l'Agriculture, l'Alimentation et l'Environnement
- WBVR - Stichting Wageningen Research
- FLI - Friedrich Loeffler Institut – Bundesforschungsinstitut fuer Tiergesundheit
- TPI - The Pirbright Institute LGB
- APHA - Animal and Plant Health Agency
- MRI - Moredun Research Institute
- INIA - Instituto Nacional De Investigacion Y Tecnologia Agraria Y Alimentaria
- IRTA - Institut de Recerca I Tecnologia Agroalimentaries
- EDI-IVI - Institute Of Virology And Immunology
- PIWET - Panstwowy Instytut Weterynaryjny – Panstwowy Instytut Badawczy
- AU- Aarhus University
- ANSES - Agence Nationale de Sécurité Sanitaire de l'Alimentation, de l'Environnement et du Travail
- UEDIN - Roslin Institute – University Of Edinburgh
- EMC - Erasmus Universitair Medisch Centrum Rotterdam
- IZSve - Istituto Zooprofilattico Sperimentale Delle Venezie
- UNOTT - The University Of Nottingham
- NUID-UCD - University College Dublin, National University Of Ireland, Dublin
- ILRI - International Livestock Research Institute
- CSIRO - Commonwealth Scientific And Industrial Research Organisation
- EAAP - Federazione Europea di Zootecnica
- ISX - InSCREENex GMBH
- LEICA
- Noldus - Noldus Information Technology BV
- EpiBio - Epibiosafe LTD
- VAL - Vertebrate Antibodies Limited
- INGENASA - Immunologia Y Genetica Aplicada SA
- Canadian Food Inspection Agency
- Department of Homeland Security Science and Technology Directorate
- Sciensano
- AGES

The terms of this Agreement shall only apply to animal infectious disease research in research infrastructures from the VetBioNet network within the above-mentioned Parties.

New members can join the **VetBioNet-ERG** upon the unanimous decision of the Parties and signature by the new member of an addendum to the Agreement.

PROVIDED ALWAYS THAT, the Parties have agreed to the joining of the new member, the **Parties** may mandate the institution of the **VetBioNet-ERG** Coordinator for the signature of this addendum, thus avoiding the complex procedure of a signature by all the Parties.

All staff members taking part in the **VetBioNet-ERG** activities shall continue to be employed by their respective laboratories, research departments or centres, institutions or universities.

ARTICLE 4 – ORGANISATION

4.1 – Co-ordinator

The ERG Coordinator, whose identity is set out in Annex 3, shall be appointed by the Parties for a period of two (2) years, unless otherwise agreed between the Parties.

The Coordinator shall have responsibility for coordinating the ERG activities and providing an annual scientific report, which shall be forwarded to the Parties.

4.2 – General Assembly

The Parties shall set up a General Assembly to coordinate the ERG scientific programme. The General Assembly shall be composed of one representative from each Party. The General Assembly shall be chaired by the Coordinator. It is the final decision-making body of the ERG.

The list of the designated representative from each Party on the General Assembly shall be updated every year by the Executive Committee.

The General Assembly shall:

- Discuss the focus of the ERG's activities and ascertain the current status thereof;
- Express an opinion as to the scientific programme of the ERG, established by the Coordinator and the Executive Committee, and as to the current status of work in progress. It shall suggest new orientations, should it be needed;
- Decide whether to include new members to the VetBioNet-ERG;
- Suggest any modification to the Agreement.

The General Assembly shall convene when and as needed, and at least once a year. It shall convene when the Coordinator and/or at least one-third of its members requests such a meeting. An agenda for each meeting shall be sent by the Coordinator to all Parties at least 21 calendar days before the meeting. Any Party may add an item to the original agenda by written notification to all other Parties no later than 7 calendar days preceding the meeting.

Where necessary, the General Assembly may request the presence of any expert for consultative purposes.

Decisions shall be taken with a qualified majority of three-quarters of the Parties which are present or represented except for the integration of a new Party in the VetBioNet-ERG, which shall require a unanimous decision.

Minutes of the General Assembly meetings, drawn up for each meeting, shall be sent to the Parties for approval.

When necessary, the Coordinator can require that the General Assembly takes a decision by remote electronic vote. The Coordinator will, under these circumstances send an e-mail to all the representatives of the Parties asking for a response within a minimum of 10 working days and a maximum of 15 working days. This may be the case for the integration of a new member in the VetBioNet-ERG.

Decision shall then be taken with a qualified majority of three-quarters of the Parties who answered within the required period, except for the integration of a new Party in the VetBioNet-ERG, which shall require a unanimous decision.

4.3 – Executive Committee

The Parties shall set up an Executive Committee to ensure that the strategy adopted for the ERG is preserved and that the actions required are well implemented. The aforementioned Committee shall be comprised of Task Leaders of the Working Groups of the ERG (see Annex 3). The Executive Committee shall be moderated by the Coordinator.

The Executive Committee shall:

- Propose revisions of the scientific programme of the ERG in collaboration with the Coordinator, and as to the current status of work in progress;
- Discuss and propose the scientific position and strategic actions of the ERG to be validated by the General Assembly;
- Draft yearly ERG scientific reports, which shall be forwarded to the Parties for validation by the General Assembly;
- Propose new laboratories, research departments or centres to be included in the VetBioNet-ERG (submitted to validation by the General Assembly);
- Propose new tasks or working groups if needed (submitted to validation by the General Assembly);
- Suggest any modification to the Agreement.

The Executive Committee shall meet twice annually by video conference at the request of the Coordinator or of one-quarter of its members.

Where necessary, the Executive Committee may request the presence of any expert for consultative purposes.

Decisions shall be taken with a qualified majority of three-quarters of the Task Leaders which are present or represented. Minutes of the Executive Committee meetings, drawn up for each meeting, shall be sent to the Parties.

The Executive Committee shall function as the main link to other Parties, the scientific community and their affiliated networks.

ARTICLE 5 – FINANCIAL PROVISIONS

All activities and tasks associated with the maintenance of the VetBioNet-ERG will involve in-kind contributions from participating organisations. No direct financial contribution is requested from partners. The Coordinator and Executive Committee reserve the right to propose administrative fees to member organisations. This would require majority support from the General Assembly.

For the purposes of drafting the ERG's annual report, at the end of every fiscal year, the Parties shall forward a statement of any ERG-related spending to the Co-ordinator.

ARTICLE 6 – PROJECT PARTICIPATION

Some or all Parties may wish to participate in projects or funding applications coordinated or facilitated by the VetBioNet-ERG. In such cases, interested Parties will define, specific tasks and responsibilities as well as any financial participation, and any funders' conditions.

ARTICLE 7 – INTELLECTUAL PROPERTY RIGHTS

VetBioNet-ERG is not suited to be a sponsor of research activities so is unlikely to generate intellectual property. Any intellectual property arising from work carried out by a Party prior to the ERG's creation remains the property of that Party. If in the event of intellectual property arising as a result of VetBioNet-ERG activities, the interested parties will seek IP protection through their participating partner organisations.

7.1 – Publications

Any information arising from work carried out by a Party prior to the ERG's creation remains the property of that Party. Any publications resulting from joint ERG efforts shall specify any and all existing links between the ERG Parties involved. This shall include the following statement: "Research carried out under the auspices of **VetBioNet-ERG**".

7.2 – Confidentiality

For the duration of this Agreement and for a further three (3) years thereafter, each Party shall not disclose to third Parties any information obtained through a Party in the ERG and deemed confidential by that Party, without that Party's written agreement save where required to be disclosed to any governmental or other authority or otherwise legally required to be disclosed.

All information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the ERG during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 30 days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

The Recipients hereby undertake in addition and without prejudice to any commitment of nondisclosure under the ERG, for a period of 3 years after the end of the ERG:

- a) not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- b) not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- c) to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- d) to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the ERG.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- a) the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- b) the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;

- c) the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- d) the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- e) the Confidential Information was already known to the Recipient prior to disclosure.

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the ERG as with its own confidential and/or proprietary information, but in no case less than reasonable care.

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.

7.3 – Property and exploitation of results

With the exception of the knowledge listed in Annex 2, each Party remains the sole owner of the knowledge, whether or not protected by intellectual property rights or associated rights, held prior to the Agreement or acquired in parallel with it. The Agreement shall not give any right over the aforementioned knowledge to the other Parties.

Results from the ERG shall mean the knowledge arising from any ERG project whether or not it may be protected by intellectual property rights.

Each Party shall have a royalty-free access right, which cannot be sub-licensed, to use the Results for its own internal, non-commercial research work on any ERG Project.

7.3.1 – Protection of knowledge

The Results shall be owned by the Party which generated it. Where Results have been generated by more than one Party ("Joint Results"), they shall be owned by the Parties jointly, each Party being allocated an ownership commensurate with their contribution thereto.

The Party responsible for generation of the Results shall make all decisions on whether and/or how such Results should be protected by patent or other intellectual property protection. The costs of filing and protection of such patent application(s) or other protection shall be paid by the Party generating such Results. In the case of Joint Results, any application for intellectual property rights or associated rights resulting from work carried out within the ERG framework shall be filed in co-ownership, in the joint name and to the joint benefit of the Parties of the inventors, unless one or more joint owners refrains from filing and protection. In such case the remaining owner/owners shall be free to go on with the protection in their sole name and to their sole benefit and the Party/Parties refraining from protection shall assist in this within reason. The Parties shall discuss any such protection that should be sought and use all reasonable endeavours to reach agreement in relation thereto.

In the case of Joint Patents, each Party shall share the costs of filing an application, of the award procedure, of maintaining and of extending the patents or other rights in proportion of their respective contributions, unless otherwise agreed.

The name(s) of the inventor(s) shall be mentioned in applications for patents of other rights' applications.

7.3.2 – Software

Each Party shall remain the sole owner of any software developed solely by that Party before the Agreement and/or outside of its scope.

Jointly developed software is the Joint ownership of the Parties generating it. The same is true for jointly developed extensions as well, whichever the owner of the previous software is. 'Extension' means a software enabling to achieve new functions and performances in comparison with the previous software from which it is released ('Extension' is broader than upgrade).

7.3.3 – Results excluding patents and software

The Parties to the particular ERG project concerned shall be deemed to be joint owners of the rights on databases, either on their structure or on their content, created within the ERG.

7.3.4 – Exploitation of Results

In the event of an industrial or commercial use of the Joint Results from the ERG, the Parties concerned shall decide, in a separate written agreement, on the way of exploiting said Joint Results and of sharing the royalties.

Notwithstanding this Agreement's duration and termination or the withdrawal or exclusion of one of the Parties, the specific contract entered into between the interested Parties under article 6 shall remain in effect.

ARTICLE 8 – MISCELLANEOUS PROVISIONS

8.1 – Inclusion

The entry of a new Party to this Agreement must be by an addendum to this Agreement following the unanimous approval of the Parties.

8.2 – Withdrawal

Any Party may elect to withdraw from the ERG, with three (3) months after prior notice given to the other Parties.

8.3 – Exclusion

Should a Party not fulfill its obligations under this Agreement, the General Assembly may exclude it from the ERG.

To do so, the General Assembly decision shall be unanimously voted by the present members, the representative(s) of the aforementioned Party being excluded from said vote. The quorum for such a vote to take place is three-quarters of all General Assembly members.

8.4 – Termination

In exceptional and justified circumstances, the ERG and this Agreement may be terminated before term by the unanimous agreement of all the Parties, with six (6) months prior notice. In the event of this happening, the Parties undertake to try to complete the joint activities which have already been started.

Termination decisions shall be taken only after an opinion has been expressed on this matter by the competent authorities of the Parties and by the General Assembly.

8.5 – Consequences of Termination

In the event of termination or expiry of this Agreement (whether in relation to all Parties or an individual Party):

- i. the provisions of Article 7 shall remain in place;
- ii. such termination or expiry shall be without prejudice to any rights or remedies that any Party may have under this Agreement and will not affect the accrued rights or liabilities of any Party.

8.6 – Disputes

In the event of any dispute arising from the interpretation or the implementation of this Agreement, the Parties undertake to settle their dispute amicably.

If it is ultimately impossible to come to a friendly settlement, the claimant Party shall request that the dispute be settled by Arbitration Court, under the Rules of the International Chamber of Commerce (ICC).

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

The award of the arbitration will be final and binding upon the Parties.

Nothing in this Agreement shall limit the Parties' right to seek injunctive relief or to enforce an arbitration award in any application in any competent court of law.

8.7 – No Representation

The Parties shall not be entitled to act or make legally binding declarations on behalf of any other Party.

8.8 – Applicable Law

This agreement shall be construed in accordance with and governed by the laws of Belgium.

8.9 – Mandatory national law

Nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

FOR

**Institut National de la Recherche pour l'Agriculture, l'Alimentation et l'Environnement
(INRAE)**

Monsieur Marc Guérin, Président du centre INRAE du Val de Loire
Date:

Signature:

Stamp of organisation:

FOR

Aarhus University (AU)

Anette Poulsen Miltoft
Division Manager, AU Research Support and External Relations, Technology Transfer Office

Date:

Signature:

Stamp of organisation:

FOR

INSTITUT DE RECERCA I TECNOLOGIES AGROALIMENTARIES (IRTA)

M. Simó Alegre Castellví

Date:

Signature:

Stamp of organisation:

FOR

Federazione Europea di Zootecnica (EAAP)

M. Andrea Rosati
Secretary General

Date:

Signature:

Stamp of organisation:

ANNEX 1

AREAS COVERED BY THE ERG

The **VetBioNet**-ERG will support research on veterinary infectious diseases by maintaining the network of research infrastructures and expertise in One-Health, developed by the VetBioNet project (EU Horizon 2020, 2017-23, Grant Agreement No 731014).

The principal aim of VetBioNet is to establish and maintain a comprehensive network of pre-eminent high-containment research facilities, academic institutes, international organisations and industry partners that is dedicated to advance research on epizootic and zoonotic diseases and to promote technological developments.

VetBioNet includes 3 types of integrating activities:

1. **Transnational Access Activities (TNA)**, consisting mainly in providing free-of-charge access to the BSL3 facilities and technical resources of the consortium. This free-of-charge access is provided in the frame of the VetBioNet EU funding to researchers or enterprises proposing high-quality projects related to epizootic and zoonotic diseases.
2. **Networking Activities (NA)** to foster the cooperation between project partners and to forge cooperative relationships with other European or international research initiatives, industrial stakeholders, international organisations and policy makers;
3. **Joint Research Activities (JRA)** to improve the scientific and technological standards of services provided by the consortium.

VetBioNet brings together 27 partners from 12 different countries across Europe, Africa, and Oceania (France, Germany, The Netherlands, Denmark, United Kingdom, Spain, Italy, Switzerland, Poland, Ireland, Kenya and Australia).

VetBioNet principal objectives are to reinforce the cooperation between Europe's leading high-containment research infrastructures, to provide access to the high-containment research facilities of the network, and to further improve the technical standard of the services provided.

Before the start of the ERG, the VetBioNet H2020 project has developed some assets that serve as a basis of the VetBioNet ERG.

The VetBioNet H2020 project provided academic and private research communities with free-of-charge and easy access to BSL3 facilities and expertise to support zoonotic and epizootic research. The VetBioNet H2020 project also provided training and best practice guidelines for high-containment laboratory/animal facility experimentation and ethics, as well as new approaches to animal experimentation and alternative models to reduce animal use according to the principals of the 3Rs: replacement, reduction, and refinement.

Research activities of the VetBioNet H2020 project have allowed the development and validation of new analytical tools, reagents and methods to help interrogate the host-pathogen interaction (immunogenetics, NanoString or Fluidigm transcriptomics, diagnostic polyclonal and monoclonal antibodies to name just a few) and to study animal behavior in an infectious context (prototype of

telemetric sensors and behavioral analysis software) as well as alternative in vitro models for infectious studies (cell lines, 3D cellular models).

The VetBioNet H2020 project has produced:

- Best practice guidelines for the management of biocontained animal facilities and laboratories and ethics for animal experimentation, available on the public e-learning platform on VetBioNet website.
- Detailed protocols (culture, cell infection, establishment of alternative in vitro models, state-of-the-art approaches for imaging interactions between live pathogens and host cells)
- Education and training dedicated to researchers or animal caretakers in different sectors, such as industry and academia (3Rs, Biorisk biosafety and Biosecurity management, analytical approaches for the study of host-pathogen interactions)
- Databases (cellular and animal models for research in animal infectious disease research, and 3R tools) and a public e-learning platform (course materials, best-practice guidelines and protocols produced by VetBioNet) available on the VetBioNet website.

In the VetBioNet ERG, activities will include:

1. TNA activities: Facilitate access to facilities for veterinary infectious diseases research projects. The free-of-charge access previously available through VetBioNet funding will no longer be offered as part of the ERG. However, the ERG will facilitate and support free-of-charge TNA access through ISIDORE (EU Horizon Europe, 2022-25, Grant Agreement No 101046133) funding, seek future opportunities for TNA funding and act as a hub to support access to VetBioNet partner institutions on a commercial basis. One critical aim of these activities is to compile a constantly updated catalogue of services available at the VetBioNet-ERG partner infrastructures.

2. Networking activities: Explore network sustainability pathways. Harmonize and standardize procedures, notably in the areas of biorisk management, ethics and 3Rs, including the use of new alternative in vitro models.

- Organize meetings to discuss sustainability options and funding opportunities among the ERG partners.
- Provide expertise for training to researchers in experimental design, biohazards, ethics, the 3Rs, and in analytical approaches for the study of host-pathogen interactions.
- Maintain and share the network's unique databases in the field of veterinary infectious disease research (cell and animal models, 3Rs tools) and the e-learning platform compiling all VetBioNet productions (course materials, best-practice guidelines and protocols).
- Organize meetings to promote exchanges between VetBioNet partners and the community in the field veterinary infectious diseases.
- Showcase and disseminate VetBioNet-ERG activities and their results through the VetBioNet website and Newsletters.

3. Joint Research Activities (JRA):

Explore funding opportunities to support research in infectious diseases of veterinary species that could be proposed in the context of future fundings/calls including:

- new and improved models/tools to improve the analysis of responses to infection and the host pathogen interaction;
- new and improved vaccines and diagnostic tools;
- other areas of interest to the ERG including epizotic and zoonotic diseases at the wildlife/livestock/human interface.

ANNEX 2

SPECIFIC STATUS OF KNOWLEDGE DEVELOPED PRIOR TO THE SIGNATURE OF THIS ERG AGREEMENT

The partners agree that the following listed tools, developed in the frame of the VetBioNet EC funding period, will have the following conditions of use under the ERG framework.

All VetBioNet partners will have access rights (reading and writing of content) to the web-based tools listed below:

- VetBioNet Deliverables and Milestones;
- VetBioNet Databases: animal and cell models (public data only), 3Rs network and 3Rs tools;
- e-Learning platform.

The tools below will also be accessible to the public (reading):

- VetBioNet Deliverables and Milestones (public ones only);
- VetBioNet databases: animal and cell models (public data only), 3Rs network and 3Rs tools;
- e-Learning platform.

The VeBioNet public website will remain accessible to the public.

ANNEX 3

COORDINATOR AND COMPOSITION OF THE EXECUTIVE COMMITTEE AT THE DATE OF 28th February 2023

The Parties on the ERG Agreement entitled “**VetBioNet-ERG**” hereby appoint the WP Leaders of the VetBioNet EU project and one representative for each of the founding partners as members of the Executive Committee of VetBioNet-ERG:

list of members (RI) and coordination

ANNEX 4

LIST OF THE TASKS OF THE ERG AT THE DATE OF 28th February 2023

The Parties of the ERG Agreement entitled “VetBioNet-ERG” hereby decide to launch the following tasks in the frame of the ERG at the date of 28th February 2023:

- Task 1: Coordination of the VetBioNet-ERG by the Coordinator (...)
 - Provision of a management structure for the coordination of the VetBioNet-ERG and the representation of the Parties in joint funding bids or EU projects integrating the activities of various Research Infrastructures or networks;
 - Organisation of bi-annual meetings of the Executive Committee (Task leader assembly) and draft and circulation of meeting minutes;
 - Organisation of annual meetings of all Parties (General Assembly) and draft and circulation of meeting minutes;
 - Draft and circulation of annual reports (VetBioNet-ERG activities and use of personnel and financial resources);
 - Advertisement of the VetBioNet-ERG activities to sponsors (industries, funding organisations supporting collaborative networks or conferences).

- Task 2: TNA platform for the promotion of VetBioNet TNA/services. Task leader(s): ...
 - Compilation of research services available at the VetBioNet-ERG facilities (VetBioNet service catalogue);
 - Mapping of European and international research infrastructure capacities to respond to veterinary infectious disease threats;
 - Identification of gaps in the VetBioNet service catalogue;
 - Collection of Joint Research Activities topics addressing the VetBioNet service gaps.

- Task 3: Sustainability platform for the exploration and creation of collaboration or funding opportunities to maintain the integrating activities (TNA, Networking Activities, Joint Research Activities) performed in the VetBioNet project. Task leader(s): ...
 - Cooperation with other European Research Infrastructures or networks operating in the field of veterinary infectious diseases and One Health to devise a common research strategy and sustainability plan;
 - Mapping of international, European and national funding opportunities;
 - Preparation of joint comments on pre-publications of EU RIA programme topic drafts (e.g. INFRA-SERV, INFRA-TECH);
 - Promotion of research priorities related to veterinary infectious diseases in the national and European agendas;
 - Promotion of the preparation of joint funding proposals (between the Parties or the VetBioNet-ERG and other Research Infrastructures or networks).

- Task 4: Networking Activities platform for fostering continuous exchanges and activities centred on the VetBioNet-ERG topics listed below. Task leader(s): ...

- Best practices in bio-contained animal facilities for terrestrial and aquatic species;
 - Continuous cooperation with the International Veterinary Biosafety Workgroup (IVBW) and the Group of High-containment Laboratory Directors (GOHLD);
 - Maintenance of the VetBioNet page on the IVBW website;
 - Update and creation of best practices guidelines.
 - Bioethics, 3Rs and public perception of veterinary infectious disease research;
 - Continuous cooperation with FRAME (Fund for the Replacement of Animals in Medical Experiments) and other stakeholders in the field of the 3Rs (Replacement, Reduction, Refinement);
 - Maintenance of the 3Rs network and tools database on the VetBioNet website;
 - Update and creation of bioethics/3Rs guidance documents.
 - Other topics identified by the Parties.
- Task 5: Joint Research Activities platform for pursuing or developing research collaborations in the fields indicated below. Task leader(s): ...
- Live animal models for infectious diseases;
 - Alternative models for infectious diseases;
 - Vaccines and diagnostic tools;
 - Bioimaging;
 - Sensor technologies for clinical and behavioural monitoring;
 - Other research fields (VetBioNet service gaps) identified by the Parties.
- Task 6: Dissemination platform for sharing VetBioNet-ERG news and results. Task leader(s): ...
- Update and maintenance of the VetBioNet website;
 - Update and maintenance of the VetBioNet databases (animal and cellular models, 3Rs network and 3Rs tools) and the VetBioNet e-Learning platform.
 - VetBioNet-ERG Newsletter
 - Announcement of VetBioNet-ERG news and events (e-mail, website)

These tasks shall be modified, deleted or new ones created in functions of the needs and of the strategy of the ERG decided by the General Assembly.

ANNEX 5

ERG's PROVISIONAL RESOURCES AT THE DATE OF 1st February 2023

The Parties of the ERG Agreement entitled “**VetBioNet-ERG**” hereby agree to commit the following in-kind resources at the date of 1st February 2023 over a one year renewable period:

Name	Efforts (in pm)	Other in-kind contribution	Allocation
INRAE	tbd	tbd	<p>examples</p> <p>Task 1: Coordination of the ERG: coordination and monitoring of Tasks 1 to 6 and development of a strategic plan for the activities of the ERG.</p> <p>Task 2: Contribution to all activities of the TNA platform (through the INRAE Access Providers and the ISIDORE WP11/WP14 lead).</p> <p>Task 3: Contribution to all activities of the Sustainability platform.</p> <p>Task 4: Contribution to all activities of the Networking Activities platform.</p> <p>Task 5: Active contribution to selected Joint Research Activities; contribution to the discussions on priority Joint Research Activities.</p> <p>Task 6: Support of the Dissemination platform in all of its activities.</p>
MRI			
FLI			
TPI			
APHA			
INIA			
IRTA			
EDI-IVI			
PIWET			

AU			
ANSES			
UEDIN			
EMC			
IZSVe			
UNOTT			
NUID UCD			
ILRI			
CSIRO			
EAAP			
ISX			
LEICA?			
Noldus			
EpiBio			
VAL			
INGENASA			
IT?			
TOTAL	pm		

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These in-kind contributions are understood as number of person-month/year of staff that will be dedicated to the Tasks and the Governance of the VetBioNet ERG (including the Coordinator, the Executive Committee and the General Assembly). It is understood that the partners agree to allocate to these persons the corresponding budget to cover their work in the VetBioNet ERG: access to a computer and IT services, consumables related to their work, overheads, travel and subsistence whenever needed, etc.

Once a year, the Coordinator will ask every partner to report on the use of these efforts and to justify it in relation to the work achieved in the VetBioNet ERG.