

VITALISE Agreement for Transnational Access to Research Infrastructures

Bilateral Agreement

This bilateral agreement ("Bilateral Agreement") is between:

1. LAUREA AMMATTIKORKEAKOULU OY (FI10462161), having its registered office or based in Ratatie 22, 01300 Vantaa, Finland, hereinafter referred as "LAUREA"

and

2. ALMA MATER STUDIORUM UNIVERSITY OF BOLOGNA (01131710376), having its registered office or based in Via Zamboni 33, 40126, Bologna, Italy, hereinafter referred as "END USER".

Background

LAUREA and the organisations shown in the attached schedule (hereinafter referred to as "Consortium") are participating in the EXCELLENT SCIENCE - Research Infrastructures Action entitled "**Virtual health and wellbeing Living Lab infrastructure**" with the acronym "VITALISE" (hereinafter referred to as "Project"), which is being funded by the European Union under its Horizon 2020 Programme.

The Consortium is committed to put at disposal of the third-party organizations' visiting researchers infrastructure to carry out the TA Project (as this term is defined in Access Agreement). END USER wishes to get access to LAUREA's infrastructure for research purposes in accordance with the VITALISE Agreement for Transnational Access to Research Infrastructures, dated as of 14.4.2023 ("Access Agreement", attached hereto as Appendix 1). Capitalized terms used herein without definition shall have the respective meaning assigned to such terms in Access Agreement.

LAUREA has reserved the right to make all final determination regarding granting access to its infrastructure. Intending to be legally bound, LAUREA and END USER agree to the follows

Terms

1. LAUREA agrees to give access to its infrastructure in accordance with this Bilateral Agreement and the Access Agreement. The access right is only granted to the END USER to the infrastructure described in Appendix 2 or subsequently accepted by LAUREA in writing.
2. END USER understands that access rights will not begin until LAUREA received all required items, including this signed Bilateral Agreement.
3. END USER shall use infrastructure accordance with LAUREA's internal policies.
4. END USER agrees to maintain in strict confidence the Confidential Information of LAUREA; provided, however, that END USER may use Confidential Information of LAUREA as defined in the Access Agreement. For purposes of this Bilateral Agreement, "Confidential Information" means the terms of this Agreement, all methodologies, protocols and data used in connection with the infrastructure, and all other non-public information identified as or reasonably understood to be confidential; Confidential Information shall not include any item of information that (i) is lawfully received from a third party not under confidentiality covenant, (ii) is published or otherwise made known by the owner, (iii) was generated independently or already known by the disclosing party before disclosure by the other party, or (iv) is required

by a court of competent jurisdiction or other governmental or administrative agency with jurisdiction to be disclosed.

5. LAUREA retains exclusively all right, title and interest in and to its own research methodologies, protocols, data, related software and hardware, all modifications thereof. Nothing herein grants or is intended to grant END USER any right or license whatsoever to use any of the foregoing property of LAUREA.
6. END USER hereby waives, releases and forever discharges LAUREA from any and all claims now or hereafter arising in connection with the performance of the TA Project, including any claims for damages or loss resulting from delay.
7. LAUREA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE COMPLETENESS, ACCURACY, ADEQUACY, MERCHANTABILITY, NONINFRINGEMENT, QUIET ENJOYMENT, RESULTS OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFRASTRUCTURE, OR ANY INFORMATION OR DATA INCLUDED THEREIN. IN NO EVENT SHALL LAUREA BE LIABLE TO END USER FOR ANY LOST PROFITS OR CONSEQUENTIAL, PUNITIVE, INDIRECT OR SPECIAL DAMAGES, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall any liability of LAUREA under this Bilateral Agreement exceed the amount of 5000 EUR.
8. END USER shall comply with the Access Agreement to the extent applicable to the performance of the TA Project.
9. This Bilateral Agreement, together with the Appendixes hereto, (a) constitutes the entire agreement and understanding among the parties relating to the subject matter hereof, superseding all prior and contemporaneous oral and written agreements; (b) may be amended on in writing, signed by the party against whom enforcement is sought; and (c) shall be governed by the internal laws of Belgium.

Signed

Verdiana Bandini

Date 14.4.2023_____

At the time of the signature, END USER nominates the following employees as its visiting researcher.

Matias Ignacio De La Calle

Signed



Matias Ignacio De La Calle

Date 14.4.2023_____

Name of authorised member of LAUREA AMMATTIKORKEAKOULU, in such individual capacity as a member



Mari Vuoltee

2023_____

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1. EUROPEAN NETWORK OF LIVING LABS IVZW
2. ARISTOTELIO PANEPISTIMIO THESSALONIKIS
3. LAUREA-AMMATTIKORKEAKOULU OY
4. THOMAS MORE KEMPEN VZW
5. FUNDACION INTRAS
6. TREBAG SZELLEMI TULAJDON- ES PROJEKTMENEDZSER KORLATOLT FELELOSSEGU TARSASAG
7. ASOCIACION DE INDUSTRIAS DE CONOCIMIENTO Y TECNOLOGIA - GAIA - EUSKALHERRIKO EZAGUTZA ETA TEKNOLOGIA INDUSTRIEN ELKARTEA
8. FUNDACION CENTRO DE TECNOLOGIAS DE INTERACCION VISUAL Y COMUNICACIONES VICOMTECH
9. ETHNIKO KENTRO EREVNAS KAI TECHNOLOGIKIS ANAPTYXIS
10. AIT AUSTRIAN INSTITUTE OF TECHNOLOGY GMBH
11. SOCIALIT SOFTWARE E CONSULTING SRL
12. UNIVERSIDAD POLITECNICA DE MADRID
13. WITA SRL
14. ANTHOLOGY VENTURES JSC
15. VILABS OE
16. FORUM DES LIVING LABS EN SANTE ET AUTONOMIE
17. TECHNISCHE UNIVERSITEIT INDHOVEN
18. ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING MCGILL UNIVERSITY
19. UNIVERSITE DE MONTREAL

Appendix 1 – VITALISE Agreement for Transnational Access to Research Infrastructures
(CONFIDENTIAL)

Appendix 2 – Description of the Infrastructure (CONFIDENTIAL)