

# Participation Agreement

between

Universitätsklinikum Hamburg-Eppendorf, KdöR

- Prof. Dr. Klaus Pantel –

Vorsitzender des Netzwerkes

Martinistrasse 52

20251 Hamburg

Deutschland

...

- hereinafter referred to as the “**Consortium Leader**” -

and

...

- hereinafter referred to as “**Project Partner**” -

- hereinafter collectively referred to as the “**Parties**”

## **Recitals**

The “European Liquid Biopsy” Consortium has been established under the attached bylaws. The purpose of this Consortium is to further the sharing of expertise and the transfer of research developments in the area of liquid biopsy for diagnostics for clinical use and to establish an international network, in particular, but not limited to, the field of oncology. In addition, the network seeks to develop standardized guidelines and training in liquid biopsy for medical practitioners<sup>1</sup> and scientists from allied disciplines. As well as this, the network is to engage in publicity on liquid biopsy alone or with the assistance of third parties, e.g. by organizing symposia, lectures and press activities.

The Consortium Leader is entering into Participation Agreements with all Project Partners for the purposes of the joint activities within the Network.

### **Article 1 Purpose of the Agreement**

The purpose of the Agreement is to govern the Access of the Project Partner to the “European Liquid Biopsy” Consortium in accordance with the enclosed bylaws.

### **Article 2 Project Partnership**

\_\_\_\_\_ will enter the “European Liquid Biopsy” consortium as a cooperating Project Partner and hereby agrees to be bound by the provisions contained in the enclosed bylaws.

### **Article 3 Admission of further Partners**

The Consortium Partner may enter into further Participation Agreements. The Project Partner may propose further Project Partners for this purpose.

### **Article 4 Collaboration**

4.1. The Parties agree to work together in a spirit of mutual trust and respect and to refrain from any action liable to adversely affect the joint activities.

4.2. The Project Partner agrees to contribute to the work of the Consortium and particularly to attend the meetings of the Project Committee.

### **Article 5 Duration of the Participation Agreement**

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<sup>1</sup> In the interest of heightened legibility, gender-specific references are avoided in this document. Accordingly, a reference to the male gender includes the female gender and vice versa.

- 6.1 The Participation Agreement shall take effect upon being signed by both Parties and may be terminated in writing in accordance with the duration of the **European Liquid Biopsy** project.
- 6.2 The Participation Agreement may be terminated by either Party without notice for good cause. Notice shall be given in writing only.

**§ 6 Final provisions**

- 7.1 If any provision in this Agreement is or becomes void in part or in full, this shall not prejudice the validity of the remaining provisions. In this case, the Parties undertake to replace any void provisions with valid ones that come as close as possible to the commercial purpose of the void provisions. This shall also apply if the Agreement is found to contain any gaps.
- 7.2 Side agreements, additions or amendments to this Agreement shall be effective only if they are in writing.

Annex:

**Bylaws of the “European Liquid Biopsy” consortium**

Place, date

\_\_\_\_\_ Consortium Leader

\_\_\_\_\_ Project Partner