

COLLABORATION AGREEMENT

Concerning the project

"RESCueH"

Funded by Lundbeckfonden, Trygfonden, Region of Southern Denmark and University of Southern Denmark.

This collaboration agreement is made and entered into by and between the following parties:

Administrator:
University of Southern Denmark
Department of Clinical Research
Winsløwparken 19, 3. Sal
5000 Odense C
CVR 29283958
(hereinafter referred to as SDU)

and

Region of Southern Denmark
CVR 29 19 09 09

- Odense Universitets Hospital (hereinafter referred to as OUH)
- Aabenraa Sygehus (hereinafter referred to as AS)

and

Københavns Kommune
Center fo Mibrugsbehandling og Pleje
Rådhuspladsen 77, 1. sal, 1550 København V
CVR 64 94 22 12

(hereinafter referred to as KK)

and

Aabenraa Kommune
Misbrugscenteret Aabenraa
Reberbanen 3, 6200 Aabenraa
CVR 9 8 5

(hereinafter referred to as AK)

and

Aarhus Kommune
Center for Alkoholbehandling
Jægergårdsgade 66, 8000 Aarhus
CVR 55 13 30 18

(hereinafter referred to as AAK)

and

Odense Kommune
Alkoholbehandlingen Odense
Bjerggade 15 C, 5000 Odense C
CVR 35 20 91 15

(hereinafter referred to as OK)

WHEREAS:

(A) The Lundbeck Foundation and Trygfonden has on 28th May 2013 awarded a grant of DKK 54,000,000 to the research project entitled "RescueH". RescueH is an acronym of the names of the five studies (**R**elay Model, **E**lderly, **S**elf-Match, **C**UE Exposure and **H**ealthy Lifestyle) this research project is build about and in connection with this grant University of Southern Denmark and The Region of Southern Denmark have agreed to support the Grant so the total budget is: DKK 91,135,208 , plus local co-financing at the German and US sites.

(B) The international part of the study "Elderly" will be regulated in a separate agreement therefore this agreement sets the provisions for the Parties participating in the studies: Relay Model, Self-Match, CUE Exposure Healthy Lifestyle and the national part of the Elderly Study in this agreement.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

Clause 1 - Definitions

The following definitions are used in this collaboration agreement:

Administrator shall mean the University of Southern Denmark. The Administrator host the Project, RESCueH.

Agreement shall mean this document, including its appendices, as amended from time to time in accordance with Clause 15.6.

Director shall mean the person Administrator has appointed from Effective Date mean Anette Søgård Nielsen from the University of Southern Denmark as described in appendix 1.

Background shall mean information, data, knowhow, inventions, techniques, methods, processes, literary works, software, materials etc. and any IPR pertaining thereto, which is owned or controlled by a Party as of the Effective Date or is developed by a Party in parallel but outside the Project, and which is provided by a Party to another Party for use in the Project.

Each Party's *Confidential Information* shall mean any Background disclosed by that Party to any of the other Parties for use in the Project and, for the term of the Project only, Foreground owned by the disclosing Party provided, that if Background and Foreground is disclosed in writing or other tangible form it is marked "confidential" or "proprietary".

Consortium shall mean the collaborative research grouping in relation to the Project that is constituted by this Agreement.

Defaulting Party shall mean a Party which has been determined as being in breach of any of its obligations under the Agreement, in accordance with Clause 12.

Effective Date shall mean 1st of April 2013.

Equipment shall mean all materials, both technical and non-technical, including data, appliances, machinery, material samples, test animals, reagents, etc.

Force Majeure shall mean any one or more events beyond the control of the relevant Party which occur after the date of signing of this Agreement, were not reasonably foreseeable at the time of signing of this Agreement, and the effects of which are not capable of being overcome without unreasonable expense and/or unreasonable loss of time to the Party concerned. Events of Force Majeure shall include (without limitation) war, civil unrest, acts of government, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions, and general shortages of energy.

Foreground shall mean information, data, knowhow, inventions, techniques, methods, processes, literary works, software, materials etc. and any IPR pertaining thereto, generated during the Project.

Granting Bodies shall mean The Lundbeck Foundation and Trygfonden according to appendix 1.

Grant Conditions shall mean the terms on which the Granting Bodies provide external funding, cf. appendices 1-6.

Intellectual Property Rights or *IPR* shall mean patents, trademarks, registered designs, copyrights, database rights, design rights, applications for any of the above and any similar right.

Needed shall mean that without the grant of Access Rights, carrying out the Project work assigned to the Party requesting Access Rights, would be impossible, significantly delayed, or require significant additional financial or human resources.

Project shall mean the "RescueH" project as described in appendix 1.

Scientific Director shall from Effective Date mean: Professor Bent Nielsen, SDU as described in appendix 1.

Steering Group shall mean the group of individuals established in accordance with Clause 5.4.

Subcontractor shall mean any third party engaged by a Party to carry out any of that Party's tasks in relation to the Project.

Study shall mean a portion of the Project as described in appendix 1.

Clause 2 - Introduction

- 2.1 This Agreement is subject to Grant Conditions, as amended from time to time, and any other rules and guidelines of the Granting Bodies, cf. appendices 1-6.
- 2.2 By signing this Agreement, each Party declares that it is familiar with the content of the Grant Conditions and that it will comply with the Grant Conditions.
- 2.3 In the event of inconsistency or conflict between the provisions of this Agreement and the provisions of the Grant Conditions, the latter shall prevail.

Clause 3 - Effective Date

- 3.1 The Project began on the Effective Date and will continue until 31st March 2018. If this Agreement is entered into after the Effective Date, it will apply retrospectively to work done in relation to the Project on or after the Effective Date.

Clause 4 - General Obligations

- 4.1 Each of the Parties undertakes:
 - to use all reasonable efforts to carry out the Project in accordance with the relevant Project descriptions (annex 5 and 6) ;
 - to comply with the Grant Conditions (annex 1-4);
 - to carry out the Project in a professional and competent manner;
 - to provide the human resources, materials, facilities and equipment that are designated as its responsibility;
 - to provide timely and accurate information as required by the Director to fulfil the Administrator's obligations specified in the Grant Conditions and in this Agreement, including any and all information needed for the reporting to the Granting Bodies;
 - to promptly notify the Director of any significant information, event, problem or delay affecting or likely to affect the Project and/or its Study;

- to obtain and maintain any applicable regulatory and ethical approvals, authorisations, consents etc. from regulatory bodies, required for implementation of the Project;
- to repay the Administrator any amounts unduly paid and comply with any request for repayment by the Granting Bodies;
- to keep available all its documents and data related to the Project, e.g. for audit purposes, for at least as long as required by the Granting Bodies and applicable law;
- to take all necessary steps to avoid commitments that are incompatible with the obligations provided for in this Agreement and inform the Director of any unavoidable obligations which may arise during the term of this Agreement which may have implications for any of its obligations under this Agreement;
- To deliver data in a format that comply with provisions described in contract with OPEN (annex 7)

4.2 Each Party shall provide timely and accurate information as required by the Administrator to fulfil the Administrator's obligations towards the Granting Bodies, including any and all information needed for the financial and scientific reporting.

4.3 Although the Parties will use reasonable endeavours to carry out the Project, no Party undertakes that the work will lead to any particular result, nor does it guarantee a successful outcome to the Project.

Clause 5 - Organization

5.1 The organizational structure of the Consortium shall comprise:

- Administrator
- The International Advisory Board
- The Advisory Steering Group
- Principal Investigator Forum
- The Sparring Group
- Director
- Scientific Director
- Principal Investigator (PI)
- International Site Leaders

5.2 The *Administrator* shall:

- appoint the Director and Scientific Director;
- general research administration;
- receive the grant and distribute it in accordance with the budget;
- be the intermediary between the Consortium and the Granting Bodies;
- carry out the tasks assigned to the Administrator in the Grant Conditions;
- prepare the financial and scientific reports to the Granting Bodies;
- practical arrangements of meetings with governing bodies, Principal Investigator Forum, the Steering Group, International Site Leaders and the International Advisory Board;

- service to visiting researchers;
- operation of centralized research-support/interviewer team to be used in data collection in Denmark;
- operation of coding lab to secure intervention adherence;
- support to PIs in the development of manuals for RESCueH interventions;
- organization of outreach events, e.g. seminars series, workshops, courses and conferences;
- external communication (website, newsletters etc); and
- publication support for research reports and treatment manuals.

5.2.1 Unless otherwise prescribed in this Agreement or the Grant Conditions, the Administrator shall have no other functions.

5.2.2 Except for its capacity as representative of the Parties described above, the Administrator is not entitled to act or to make legally binding declarations or commitments on behalf of any other Party.

5.3 The *International Advisory Board* shall provide advice and scientific guidance on scientific matters. International Advisory Board comprises 4-5 international researchers external to RESCueH and relevant international and municipal governing bodies civic society. Administrator and Granting Bodies appoint members in International Advisory Board. As from the Effective date The International Advisory Board shall comprise the following members: professor Gillian Tober, professor Gerard Schippers, professor WR Miller, CEO Peter Pietras (Odense Municipality), CEO Jacob Madsen (Region Southern Denmark). The chairman of IAB is appointed by Administrator

5.3.1 The International Advisory Board meets at an annual meeting. The Steering Group participates in the meeting. After each meeting, International Advisory Board meets with the Director and the Scientific Director to draw up conclusions from the meeting.

5.4 The *Steering Group* sets the overall strategic direction of RESCueH, drives coordination among stakeholders, and is accountable for strategic decisions on consumer implementation and financial decisions specifically in terms of:

- amendments of the Project;
- entry of a new Party to the Consortium and the conditions of such entry;
- withdrawal of a Party from the Consortium and the conditions of such withdrawal;
- declaration of a Party to be a Defaulting Party;
- remedies to be performed by a Defaulting Party;
- termination of a Defaulting Party's participation in the Consortium and measures relating thereto; and
- appointment or exclusion of members of the International Advisory Board
- ensure a close cooperation between the innovation and research activities;
- monitor that the Parties comply with their obligations under this Agreement;
- appoint/re-appoint WP Leaders;
- change the tasks within Work Packages;
- detect and resolve problems related to the Project and reported by the Parties;
- approve or disapprove the use of subcontractors, consultants and other third parties involved in the Project;

- approve or disapprove self-financing budgets and self-financing reports.
- 5.4.1 The Steering Group has up to 18 members, including representatives from University of Southern Denmark, Region of Southern Denmark, and major external donors. Members are appointed by Administrator and Granting Bodies. Administrator supports The Advisory Steering Group with a secretary. The Advisory Steering Group is chaired by a member appointed by the Administrator. As from the Effective date The Steering Group shall comprise the following members: Vice-director Sissel Vorstrup (Lundbeck Foundation), Research director Anders Hede (Tryg Foundation), Director Anders Meinert (Region Southern Denmark), Head of Institute Kim Brixen (University of Southern Denmark), Dean Ole Skøtt (University of Southern Denmark, chair of the Steering Group)
- 5.4.2 The Steering Group meets once a year or when 1/3 of the members request a meeting. The yearly meeting shall be held in direct connection with the yearly meeting in International Advisory Board.
- 5.4.3 Members of the Steering Group can be represented by a proxy.
- 5.4.4 Decisions in The Steering Group shall not deliberate and decide validly unless at least 2/3 of its members are present or represented, including the chairman ("quorum"). In voting, each member shall have one vote. Defaulting Parties must not vote. Decisions shall be taken by a majority of two-thirds (2/3) of the votes, but the members will in good faith endeavour to make unanimous decisions. In the event of parity of votes the chairman shall have the casting vote. However, significant decisions, including but not limited to, significant changes of Project and all changes in the budget, shall be made by unanimous decisions.
- 5.4.5 Meetings shall be held as physical meetings. However, the chairman may decide that meetings shall be held by teleconference or other telecommunication means.
- 5.4.6 Minutes of the Steering Group meetings shall be submitted to the members by the secretary within fourteen (14) calendar days after the meeting. The minutes shall be considered as accepted by the other members if, within seven (7) calendar days from submission, no member has objected in writing to the secretary.
- 5.5 The *Principal Investor Forum* is the coordinator of the ongoing research. Principal Investigator Forum ensures a high level of scientific quality, coordination and synergy across teams and themes, and will discuss scientific publication and dissemination of information. Principal Investigator Forum is the main forum for scientific discussion in the project period. Principal Investigator Forum consists of the Director (Chairman), Scientific Director, Principal Investigators and the International Site Leaders in operating studies. As from the Effective date the Principal Investigator Forum shall comprise the following members: Professor Bent Nielsen, Associated professor Kjeld Andersen, professor Kaya Roessler, professor Gerhard Buehringer (International site leader), professor Michael Bogenschütz (international site leader). Director Anette Søgaard Nielsen (chair).

- 5.5.1 The members of the RESCueH Principal Investigator Forum are appointed for the term of the Project. It is a basic assumption for all Parties that Principal Investigators participate in the implementation of the Project. The Parties shall not be entitled to replace their representatives in the RESCueH Principal Investigator Forum without the consent of the other Parties, unless it is due to a dismissal with good cause or a Principal Investigators termination of his employment with the Party, unfitness for work for a long period of time or death.
- 5.5.2 If a Party's member of the RESCueH Principal Investigator Forum materially and/or repeatedly breaches its obligations under this Agreement. The RESCueH Principal Investigator Forum may inform The Party to replace its member of the RESCueH Principal Investigator Forum by providing thirty (30) calendar days' prior written notice to such Party.
- 5.5.3 The RESCueH Principal Investigator Forum will be supported by a secretariat at the Administrator.
- 5.5.4 The RESCueH Principal Investigator Forum meets every two-eight weeks in order to secure collaboration, synergy and progression. Collaborative investigators can participate in meetings when relevant. Representatives from granting Bodies may participate in these meetings as well. Meetings can be held in vivo or by teleconference depending of what is appropriate.
- 5.6 The *Sparring Group* provides scientific advice and guidance in the early stages of planning and execution of the RESCueH programme. Members of Sparring Group are appointed by Administrator and Lundbeck Foundation. After break-up of the Sparring Group the members can/will be transferred to the International Advisory Board Steering Group. The Sparring Group comprise the following members: Gillian Tober and Gerhard Schippers.
- 5.7 As of the Effective Date the Director is overall responsible for the supervision and management of RESCueH. The Director ensures that all participants in the governing bodies have access to necessary oversight of current status of RESCueH and of RESCueH studies.
- 5.7.1 The Director is operating manager of all RESCueH-specific governing bodies and is chairman of RESCueH Principal Investigator Forum. If necessary, one (1) other employee of the Administrator acts as secretary for the RESCueH Principal Investigator Forum and will, if necessary, attend the meetings of the RESCueH Principal Investigator Forum as nonvoting member.

5.8 As of the Effective Date the Project consists of five (5) individual studies each managed by a Principal Investigator, respectively:

The Relay Study: Professor Bent Nielsen, SDU

The Elderly Study: Associated Professor Kjeld Andersen, SDU

The Self-Match Study: Director Anette Søgaaard Nielsen, SDU

The Cure Exposure Study: Professor Bent Nielsen, SDU

The Healthy Lifestyle Study: Professor Kirsten Kaja Roessler, SDU

5.8.1 The RESCueH Principal Investigators and International Site Leaders are appointed for the term of the Project. It is a basic assumption for all Parties that Principal Investigators participate in the implementation of the Project. The Parties shall not be entitled to replace their Principal Investigators and International Site Leaders without the consent of the other Parties, unless it is due to a dismissal with good cause or a Principal Investigator's termination of his employment with the Party, unfitness for work for a long period of time or death.

5.8.2 Unless otherwise decided the Principal Investigators shall:

- coordinate and monitor the work of the Study;
- submit reports to the Director and Scientific;
- identify and manage Study risks;
- notify the Director and Scientific Director in case of delay in the performance of the Study or in case of breach of responsibilities of any Party under said Study;
- follow up on and implement decisions of the Steering Group or Principal Investigator Forum insofar as they affect the Study;
- submit in December each year to the Administrator a budget for the next year;

5.9 *International Site Leaders* are in charge of each international sub-study. The International Site Leaders are responsible for managing and operating the local arms of the corresponding main study.

5.9.1 As of the Effective Date International Site Leaders are: Professor Michael Bogenschutz, University of New Mexico and Professor Gerhard Buehringer, Technische Universität in Dresden and Institut für Therapie Forschung, München.

5.9.2 Unless otherwise decided the International Site Leaders shall:

- coordinate and monitor the work of the Study;
- submit reports to the Danish PI of the Elderly Study, Director and Scientific Director;
- identify and manage Study risks;
- notify the Danish PI of the Elderly Study, Director and Scientific Director in case of delay in the performance of the Study or in case of breach of responsibilities of any Party under said Study;
- follow up on and implement decisions of the Steering Group or Principal Investigator Forum insofar as they affect the Study;
- submit in December each year to the Administrator a budget for the next year;

Clause 6 - Background and Foreground

- 6.1 Background will continue to be owned by the Party which has generated or owns the Background in question. No licence to use any Background is granted or implied by this Agreement, except the rights explicitly granted in this Agreement.
- 6.2 Foreground shall be the property of the Party that generates the relevant Foreground and that Party may take such steps as it may decide from time to time, at its expense and sole discretion, to register and maintain any protection for that Foreground, including filing and prosecuting patent applications, and taking any action in respect of any alleged or actual infringement of such Foreground.
- 6.3 Foreground generated by two or more Parties jointly shall be jointly owned by those Parties in proportion to the intellectual contribution to the creation of the Foreground. Any exploitation of jointly owned Foreground beyond what is stipulated in clause 7 will require the express prior written consent of all entitled Parties. The owners may take such steps as they may decide from time to time, at their expense, to register and maintain any protection for that joint Foreground, including filing and prosecuting patent applications for that Foreground, and taking any action in respect of any alleged or actual infringement of such Foreground. If one or more of the owners does not wish to take any such step or action, these owners shall offer the other owner(s) to obtain full ownership of such Foreground on ordinary market terms. This potential sale has no influence on the selling owner(s) right to publish, cf. clause 8.
- 6.4 If Foreground generated that is deemed patentable and is made entirely or partially by a Party's staff as part of the collaboration covered by this Agreement, the inventor(s) shall immediately inform the Steering Group accordingly.

Clause 7-Access Rights

- 7.1 Provided the requesting Party can reasonably demonstrate that Access Rights are Needed, and provided the granting Party is legally entitled to grant Access Rights, the Parties shall grant each other Access Rights to use their respective Background and Foreground for the purpose of carrying out the Project and for no other purpose whatsoever. For the avoidance of any doubt Access Rights shall neither constitute a right to commercial exploitation of such Background or Foreground nor a right to grant sub-licences to third parties.
- 7.2 Any Access Rights granted under this Agreement shall terminate upon expiration or termination of the Project, whichever comes first.
- 7.3 Access Rights to Foreground and Background Needed shall be granted on a non-exclusive and royalty-free basis to and by all Parties. No transfer costs shall be charged for the granting of Access Rights.
- 7.4 New parties joining the Consortium shall be granted Access Rights as from the date of their accession to the Agreement.

7.5 If a Party's participation is terminated then the Party's obligations to grant Access Rights pursuant to this Agreement shall continue in full force and effect. Defaulting Parties shall continue to grant Access Rights pursuant to this Agreement in respect of Background and Foreground existing at the time of such termination, but the Access Rights granted to the Defaulting Party pursuant to this Agreement shall cease immediately upon termination of this Agreement with respect to such Party.

Clause 8 - Publication

8.1 The Parties agree and acknowledge that any and all Foreground shall be published or otherwise be made available to the public according to the Grant Conditions. Publication, as used herein, shall mean a paper, article, manuscript, report, poster, Internet posting, presentation, slides or written summary, abstract, outline, video, instructional material, or other disclosure of Foreground, in printed, electronic, oral or other form.

8.2 The Party generating Foreground shall be entitled to publish such Foreground. Foreground generated jointly by two or more Parties shall as a rule be published jointly, however, if such Parties cannot agree on a joint publication each of them shall be entitled to publish the joint Foreground.

8.3 Foreground shall always be published in accordance with the Grant Conditions and the Publication Pipeline with the latest amendments (annex 8) made by the RESCueH Principal Investigator Forum and the following guidelines:

- for publication.
The publishing Party submits a notice of the proposed publication and the intended Journal in which it shall submit the proposed publication to Director and the Scientific Director at least six (6) weeks before the proposed submission
- Director and Scientific Director may delay the proposed publication for a maximum of three months after receipt of the notice if, in its reasonable opinion, such delay is necessary in order to prevent the publication of any of its Background. The notice must be given as soon as possible and at least within thirty (30) days after receipt of the proposed publication.
- Before submission, the author shall submit the manuscript to the Director and Scientific Director for comments, corrections and in order to secure that it is not in conflict with other RESCueH publications. If the Author has not received any objections from the Director and Scientific Director within 2 weeks, the Author may submit the publication to the agreed journal.

8.4 For the avoidance of any doubt no Party shall be entitled to publish Background of another Party, without the latter Party's prior written consent. However, the Parties will consider in good faith any reasonable request by a Party, if such Background is demonstrated by the Party to be necessary to support the proposed publication and/or to qualify for a degree (i.e. a PhD degree).

8.5 It is a fundamental term that scientific results is being published in accordance with good scientific publication practice. In case of any form of publicity concerning the grant and in

any dealings with the press, the Parties are requested to state that the activity is funded by The Lundbeck Foundation.

- 8.6 If a PhD student is funded under the Project, publication or public presentation of Foreground in the PhD thesis shall always take place with due respect of the confidentiality obligations set out in Clause 9. Pursuant to Danish law PhD students enrolled at Danish universities are subject to a publication obligation. Accordingly, such PhD students shall be entitled to publicly defend their doctoral theses. The Party where the PhD student is enrolled shall have the sole control relating to this issue; however, any public presentation will not take place before at least thirty (30) calendar days have passed following written notice hereof to the other Parties. If it is necessary for protection of Foreground, the said time-limit shall be extended to a total of three (3) months after the relevant Parties' receipt of the manuscript. If the time-limit is extended, the delaying Party shall, in the extension period, pay an amount to the PhD student corresponding to the reasonable and documented remuneration which the PhD student would have received. If the PhD student has other paid work in the period by which the time-limit is extended, the pay from such work shall be deducted from the amount payable.

Clause 9 - Confidentiality

- 9.1 Without prejudice to any obligations of confidentiality in the Grant Conditions, the Parties undertake to maintain in strict confidence any Confidential Information disclosed by a Party (the "Disclosing Party") to another Party (the "Recipient").
- 9.2 Confidential Information shall not include information that a Recipient clearly can demonstrate:
- was already known to the Recipient, other than under an obligation of confidentiality, at the time of disclosure; or
 - was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Recipient; or
 - became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the Recipient in breach of this Agreement; or
 - was subsequently lawfully disclosed to the Recipient by a third party not in breach of any confidentiality obligations; or
 - was independently developed without reference to or the use of or reliance on information provided by the Disclosing Party; or
 - is approved for release by written authorization of the Disclosing Party; or
 - is required to be disclosed by law, any regulatory authority or any court of competent jurisdiction; or
 - is disclosed to the Granting Body in accordance with the Grant Conditions.
- 9.3 The obligations of confidentiality in this Agreement will survive termination or expiry of this Agreement and will continue for a period of three (3) years after such termination or expiry. If the Project is terminated, or if a Party's participation is terminated, the three-year time limit shall commence from the date of effective termination.

Clause 10 - Equipment

- 10.1 Equipment made available by one Party to other Parties for use in the Project shall remain the property of the former Party and shall only be used by the other Parties in connection with the Project. The right of use shall lapse upon expiry of the Agreement, and the Equipment shall be returned to the Party who made the Equipment available.
- 10.2 Financed Equipment shall either be used by the purchasing Party in connection with the Project or made available to other Parties in connection with the Project. The Party who is in possession of Financed Equipment is obliged to obtain full insurance coverage for the Financed Equipment and to provide sufficient service and maintenance. Financed Equipment cannot be removed from the Project without the permission from the Steering Committee.
- 10.3 In case Financed Equipment is made available to another Party in connection with the Project and is physically placed at the other Party's premises the purchasing Party cannot claim the Financed Equipment returned without the Steering Committee's consent. Upon expiry of the Agreement a Party that has Financed Equipment located at its premises has an option to buy the Financed Equipment placed at its location. Unless else agreed the purchase price for Financed Equipment consists of the original cost reduced with 25% pro anno.

Clause 11 – Financial Provisions

- 11.1 The Administrator shall receive and distribute the funding from the Granting Bodies.
- 11.2 The Administrator shall distribute the funding from the Granting Bodies as soon as reasonably possible after the Granting Bodies has approved the annual financial report/final financial report.
- 11.3 The Administrator shall, no later than 30 days after receiving the approval of the six monthly financial report/final financial report of the project from the Granting Bodies, send an e-mail to each Party asking for an invoice (E-invoice in case of a Danish Party) for the amount of the Party's financial statement in question. The invoice will be paid by the Administrator no later than 30 days after receipt of the invoice.
- 11.4 The Administrator is entitled to recover any funding already paid to a Defaulting Party.
- 11.5 Each Party shall hold harmless and shall indemnify the Administrator against all liability incurred by the Administrator in the performance of its obligations as Administrator, due to any failure which can be ascribed to that Party.
- 11.6 In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the Granting Bodies. Neither the Administrator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Granting Bodies.

- 11.7 If the budget agreed by the Parties cannot be complied with and this is not attributable to any mistake or omission on the part of a Party, the Parties will jointly, if relevant in the Steering Group, make a new assessment of the Project and the costs incidental to its completion. The Parties and the Granting Bodies will then decide whether to continue the Project to its completion by way of additional efforts, increased cash contributions, etc., or whether to stop the Project as matters stand at that point.
- 11.8 A Party that spends less than its allocated share of the budget will be funded in accordance with its actual, duly justified eligible costs only. A Party that spends more than its allocated share of the budget will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.
- 11.9 Each Party shall without undue delay notify the Administrator in the event that the Party reasonably believes that it will spend less in a reporting period than allocated to the Party in the latest approved budget.

Clause 12 - Breach of Agreement

- 12.1 In the event that a Party commits a material breach of this Agreement or the Grant Conditions, the Steering Group shall be entitled to terminate the Defaulting Party's participation.
- 12.2 Prior to termination of a Defaulting Party's participation, the Steering Group shall have requested the Defaulting Party by registered mail to remedy such breach within a time limit of thirty (30) calendar days. If the breach has not been remedied within thirty (30) calendar days, the Steering Group may immediately terminate the Defaulting Party's participation by giving written notice to the Defaulting Party.
- 12.3 The Defaulting Party shall without undue delay refund any prepaid and unused funding from the Granting Bodies, to the Administrator.
- 12.4 The Defaulting Party shall indemnify and hold harmless the non-defaulting Parties from and against any claims from the Granting bodies caused by or arising from the default of the Defaulting party
- 12.5 Access Rights granted by a Defaulting Party according to Clause 7 shall continue in full force and effect. Access Rights granted to a Defaulting Party shall terminate immediately upon termination of the Defaulting Party's participation.
- 12.6 Termination shall not affect any rights or obligations of the Defaulting Party incurred prior to the date of termination, unless otherwise agreed between the Steering Group and the Defaulting Party. This includes the obligation to provide all input, information, reports, deliverables and documents for the period of its participation.
- 12.7 If a Defaulting Party's participation is terminated in accordance with clause 12, the other Parties will use reasonable endeavours to reallocate the tasks and obligations of the Defaulting Party amongst themselves or to a third party acceptable to the remaining Parties

and the Granting Body, provided that that third party accedes to this Agreement and agrees to adhere to the Grant Conditions.

Clause 13–Termination

- 13.1 This Agreement shall come into force as from the Effective Date. This Agreement shall continue in full force and effect until the earlier of (a) its termination in accordance with this Clause 13 or (b) the complete discharge of all obligations undertaken by the Parties under this Agreement and the Grant Conditions.
- 13.2 If the Granting Bodies terminates the grant and/or withdraw the grant, this Agreement shall automatically terminate, subject to the provisions surviving the expiration or termination of this Agreement.
- 13.3 As it is of major importance that all Parties stating the Project also are completing the Project, no Party is entitled to withdraw from this Agreement.

Clause 14 – Liability

- 14.1 In respect of information or materials supplied by one Party to another under this Agreement, the supplying Party shall be under no obligation or liability, and no warranty condition or representation of any kind is made by, given by or to be implied against the supplying Party as to the sufficiency, accuracy or fitness for purpose of such information or materials, or the absence of any infringement of any proprietary right of third parties by the use of such information and materials, and the recipient Party shall in any case bear the entire risk of any consequences that may arise from the use to which it, or to which any person that it directly or indirectly permits or allows to use such information or materials, puts such information and materials.
- 14.2 Subject to the provisions of Clause 14.8 below, no Party shall have any liability in respect of the infringement of any patent or other right of any third party resulting from any other Party (or any of its Affiliates) exercising any of the Access Rights granted under this Agreement.
- 14.3 No Party makes any representation or warranty, express or implied, other than as expressly stated in this Agreement.
- 14.4 Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the carrying out by it or on its behalf of its parts of the Project and/or from its use of Foreground and/or Background.
- 14.5 Each Party shall be fully liable for the performance of any part of its share of the Project in respect of which it enters into any contract with a Subcontractor. Each Party engaging any Subcontractor shall be solely responsible for all obligations incurred in relation to that Subcontractor. The other Parties shall have no obligation whatsoever to any such Subcontractor, save to the extent that they separately agree any such obligation in writing.

- 14.6 Subject to Clauses 14.7 and 14.8, the general provisions of Danish law governing liability (including both contractual and non-contractual liability) shall apply to any claim between the Parties for loss or damage caused by a Party, its employees, agents and Subcontractors and arising in connection with the Project.
- 14.7 To the extent permissible under Danish law and except as otherwise provided specifically below in Clause 14.8, in no event shall any Party be liable in connection with this Agreement for loss of profits, contracts, goodwill or any other type of indirect, incidental, special or consequential loss or damage
- 14.8 The exclusion and limitation stated in Clause 14.7 shall not apply in respect of any:
- death, injury to natural persons caused by the negligence or wilful act of such Party, its directors, employees, agents and Subcontractors; or
 - grossly negligent or wilful breach by a Party of any obligation under this Agreement.
- 14.9 No failure in the performance of this Agreement can be imputed or assumed to a Party, to the extent that such failure is due to Force Majeure. Each affected Party will notify the other Parties in writing of any event of Force Majeure as soon as possible. The Parties shall discuss in good faith the possibilities of a transfer of tasks affected by the event. Such discussions shall commence as soon as reasonably possible. If such Force Majeure event is not overcome within six (6) weeks after such notification, the transfer of tasks shall be carried out.

Clause 15 - Miscellaneous

- 15.1 Nothing in this Agreement shall create a partnership or agency between the Parties or any of them.
- 15.2 Except as explicitly granted in this Agreement, no licence, immunity, or other right is granted or assigned under this Agreement, either directly or indirectly, by implication or otherwise, to any Party or any of its Affiliates with respect to any IPR of the other Parties or their Affiliates.
- 15.3 Except as otherwise provided under this Agreement, no Party shall, without the prior written consent of the other Parties, assign or otherwise transfer partially or totally any of its rights and obligations under this Agreement to parties outside this Agreement. Such consent shall not be unreasonably conditioned, withheld or delayed when such assignment or transfer is in favour of another Party or an Affiliate of the assigning Party or one of the other Parties. Any Party may require reasonable conditions for giving such consent to prevent such transfer from adversely affecting its or its Affiliates' Access Rights.
- 15.4 The headings contained herein are for reference only and shall not be considered a part of this Agreement, nor shall they in any way affect the interpretation hereof.

- 15.5 This Agreement constitutes the entire agreement between the Parties in respect of the Project, and supersedes all previous negotiations, commitments and writings concerning the Project.
- 15.6 Amendments or changes to this Agreement shall be valid only if made in writing and signed by an authorised signatory of each of the Parties.
- 15.7 If one or more of the provisions in the Agreement is or becomes invalid, illegal, or unenforceable in any respect under any applicable law, including competition law, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired, provided that in such case the Parties oblige themselves to use all reasonable efforts to achieve the purpose of the invalid provision by a new legally valid stipulation that causes the same (or substantially similar) economic benefit or burden.
- 15.8 This Agreement may be executed in counterparts (by either original signature, signature transmitted by facsimile transmission or electronic transmission), each of which shall be deemed to be an original, and all of which shall constitute one and the same document.
- 15.9 This Agreement consists of this collaboration agreement and the following appendices:
- Appendix 1: Collaboration Agreement including appendices between Lundbeck Foundation, University of Southern Denmark and Region of Southern Denmark, signed the 28th May 2013(Grant Conditions)
 - Appendix 2: Granting Letter from Lundbeck Foundation dated 21st December 2012.
 - Appendix 3: Granting Letter from Trygfonden dated 20th February 2013
 - Appendix 4: Granting Letter from University of Southern Denmark and Region of Southern of Denmark dated 6th of February 2013
 - Appendix 5: Work descriptions including budgets.
 - Appendix 6: Project Protocoll/ Studie Description
 - Appendix 7: Contract with OPEN
 - Appendix 8: Publication Pipeline in RESCueH
- 15.10 In case the terms of this collaboration agreement are in conflict with the terms of the Grant Conditions, the terms of the latter shall prevail.

Clause 16- Governing Law and Jurisdiction

- 16.1 This Agreement is governed by Danish law, with the exception of international private law and conflict of law rules, to the extent that such rules would result in the application of another country's law.
- 16.2 Any dispute arising out of or in connection with this contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

For: **University of Southern Denmark**

Place:

Date:

Kim Brixen, Head of Department

Place:

Date:

Jørgen Schou, Head of Office

For: **Københavns Kommune**

Place:

Date:

Henrik Velin Nielsen, leder af Alkoholbehandlingen

For: **Aabenraa Kommune**

Place:

Date:

Annemarie Hansen, institutionsleder

For: **Aarhus Kommune**

Place:

Date:

Helle Bygholm Risager, centerleder

For: **Odense Kommune**

Place:

Date:

Peter Block Sørensen, områdechef

