

Collaboration Agreement for the Acquisition and Shared Utilization of a NanoSight System by IISPV and the CERCA Community Research Centers

This Collaboration Agreement ("Agreement") is entered into on 31 May 2024 by and between the following parties:

1. The **Institut d'Investigació Sanitària Pere Virgili-CERCA** located in Tarragona, in the future referred to as "**IISPV^R**"
2. The **Institut Català d'Investigació Química-CERCA** located in Tarragona, in the future referred to as "**ICIQ^R**"
3. The **Institut Català de Paleoecologia Social-CERCA** located in Tarragona, will be referred to as "**IPHES^R**"
4. The **Institut Català d'Arqueologia Clàssica-CERCA** is located in Tarragona and will be referred to as "**ICAC^R**"
5. The **Institut de Recerca Biomèdica de Lleida Fundació Dr. Lluís CERCA** is located in Lleida and will be referred to as "**IRLleida^R**"
6. The **Institut d'Investigació Biomèdica de Girona Dr. Josep Trueta-CERCA** is located in Girona and will be referred to as "**IDIBGI^R**"
7. The **Institut d'Investigació Biomèdica de Bellvitge-CERCA** is located in Hospitalet de Llobregat (Barcelona) and will be referred to as "**IDIBELL^R**"
8. The **Institut de Recerca Germans Trias i Pujol-CERCA** is located in Badalona (Barcelona) and will be referred to as "**IGTP^R**"

IISPV^R, ICIQ^R, IPHES^R, ICAC^R, IRLleida^R, IDIBGI^R, IDIBELL^R, and IGTP^R shall be called the "Parties."

WHEREAS all parties recognize the need for advanced nanoparticle characterization capabilities and wish to acquire a NanoSight system (System) for use within its Biobank as a platform;

Meanwhile, IISPV intends to provide access to the System as a shared service platform to the research community, including CERCA research centers, promoting collaborative research and scientific advancements.

WHEREAS the Parties agree to collaborate on the acquisition, utilization, and management of the NanoSight System as described below.

NOW, THEREFORE, the Parties agree as follows:

1. Acquisition and Installation of NanoSight System:

- a. IISPV shall acquire the NanoSight System and install it within the Biobank located at Parc Sanitari Hospital U. Joan XXIII from Tarragona.
- b. IISPV shall be responsible for covering the costs associated with the installation or any necessary space adaptation requirements to ensure the proper operation of the System.
- c. IISPV shall also provide and maintain the necessary infrastructure, including power supply, ventilation, and any additional equipment required for the System's optimal operation.

2. Utilization of the System:

- a. The NanoSight System shall be available to the research community, including CERCA research centers, upon request.
- b. Access to the System shall be scheduled and managed by the Biobank, ensuring equitable and efficient utilization.
- c. Researchers from the CERCA research centers shall have access to the System as a platform service.
- d. IISPV shall cover the cost of acquiring, operating, and maintaining the System.
- e. Maintenance and technical support for the System shall be the responsibility of IISPV as the hosting institution.

3. Management and Coordination:

- a. The Biobank shall oversee the management and coordination of the NanoSight System, including user requests and scheduling.
- b. The Biobank shall appoint a designated representative to manage the System.

- c. The Biobank shall establish clear guidelines for access and usage.
- d. The personnel responsible for managing the infrastructure shall be drawn from the Biobank's staff, who shall be adequately trained in the operation and Maintenance of the System.
- e. Steering Committee: A Steering Committee (after this referred to as the "Committee") shall be established, comprising representatives from all partner institutions. The Committee shall meet regularly to ensure the effective and responsible utilization of the NanoSight System. It shall have the authority to decide the System's operation, policies, and improvement.
- f. Infrastructure, Enhancement, and Promotion: Each partner institution, including IISPV^R, ICIQ^R, IPHES^R, ICAC^R, IRBLleida^R, IDIBGI^R, IDIBELL^R, and IGH^R, agrees to actively contribute proposals for the improvement and enhancement of the infrastructure related to the NanoSight System.
- g. Furthermore, each partner institution commits to publicizing the availability and usage of the NanoSight System on its respective website. This promotion aims to increase awareness and encourage its use within the research community.

4. Confidentiality of Data:

- a. The Parties agree to maintain the strict confidentiality of all data generated from studies using the NanoSight System.
- b. Data obtained using the System shall be considered confidential. They shall not be shared or disclosed to any third parties except as applicable laws require, including the Ley Orgánica de Protección de Datos (LOPD).
- c. The results obtained and the information derived from access to the System by any member of the research community and research centers shall be individually owned, and any potential intellectual property and exploitation rights shall be preserved.

5. Data Sharing and Collaboration:

- a. Data confidentiality notwithstanding, the Parties encourage collaboration on research projects involving the NanoSight System, sharing knowledge, techniques, and data within the bounds of applicable data protection regulations.
- b. Following the provisions of the European General Data Protection Regulation (GDPR) and the Organic Law on the Protection of Personal Data (LOPD), the parties'

representatives are informed that the personal data provided are confidential and constitute part of the files owned by the parties.

6. Fees

Access to the NanoSight System, including CERCA research centers, shall be subject to fees calculated as laboratory technicians' internal hourly labor cost, including the proportional rate of maintenance and installation charges. The partners of the Agreement will have access to a special rate that covers only the personnel's time costs, excluding Maintenance or other installation-related expenses. The special rate for the partners is justified by their contributions in terms of technology know-how to enhance its usage, in training the technician providing the service, and in proposing innovative utilization methods to improve the technology's usage in different scientific fields.

7. Duration of Agreement:

a. This Agreement shall commence on [redacted] Date and continue until terminated by mutual Agreement of the Parties.

8. Termination:

a. Any Party may terminate its participation in this Agreement by providing written notice to the other Parties thirty (30) days in advance.

b. In the event of termination, IISPV shall retain ownership of the System.

9. Entire Agreement:

a. This Agreement constitutes the entire understanding between the Parties concerning the subject matter and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

b. Dispute Resolution: The Parties commit to resolving amicably, within the framework of a subsequent monitoring committee to be established, any discrepancies that may arise regarding the interpretation, implementation, resolution, and effects that may result from the application of this Agreement.

IN WITNESS of which, the Parties hereto have executed this Collaboration Agreement as of the date first above written.

IISPV^R:
Joan J. Vendrell Ortega
Director
Signature

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por [REDACTED]
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IRBLeida^R
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Registre de Fundacions de la Generalitat de Catalunya núm. inscripció 2.206 – NIF G43814045

IDIBGI^R
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