

ANNEX 2 TO THE ELIXIR COLLABORATION AGREEMENT WITH THE NODE

TEMPLATE OF A COMMISSIONED SERVICES CONTRACT FOR PROJECTS UNDER THE [ADD PROGRAMME NAME] DOCUMENT NR [XXX] XXX-2019-[NAME]

THIS CONTRACT is made BETWEEN:

The EUROPEAN MOLECULAR BIOLOGY LABORATORY (EMBL) as part of and mandated by the ELIXIR Consortium, hosting the ELIXIR Hub located at EMBL's Outstation the European Bioinformatics Institute (hereinafter referred to as "EMBL-EBI"), located on the Wellcome Genome Campus in Hinxton, UK, Cambridgeshire CB10 1SD, represented by Dr. Niklas Blomberg, ELIXIR Director,

Hereinafter called "**the ELIXIR Hub**"

and

1. Alternative in case of Representing Entity:]

[Name of the Node member], based in [location], represented by [name], [job title],

being a member of the [Name] ELIXIR Node (hereinafter "the member of the ELIXIR Node"),

2. Alternative in case of Lead Entity/single entity:

[Name of the Node member], based in [location], represented by [name], [job title],

acting as [Lead Entity/single entity] for the "[Name] ELIXIR Node", (hereinafter "the ELIXIR Node"),

each one a "Party" and collectively "the Parties".

WHEREAS

A. Under the framework of the ELIXIR Consortium Agreement, technical and administrative services that fall under the responsibility of the ELIXIR Hub may be carried out by ELIXIR Nodes as Commissioned Services and funded through the ELIXIR Budget.

B. The provision of Commissioned Services takes place within the framework of the ELIXIR Collaboration Agreement ('CA') unless specified otherwise in the Commissioned Services Contract (hereinafter "the Contract").

C. Commissioned Services are provided through programmes as defined in Board Paper Rev.ELIXIR-2018-45.1 – “ELIXIR Commissioned Services – Definition and Process”.

D. Current programmes assume exploratory, collaborative projects whose main aim is to foster collaboration between ELIXIR Nodes and to identify those services that should become future long-term, essential services upon which other services can be built on. Consequently, any and all provision of Commissioned Services under the Contract shall be performed on a best efforts basis, without any guarantee to provide a specific deliverable or milestone.

E. In cases of distributed Nodes and representation through the Representing Entity, individual Commissioned Services Contracts will be concluded between the ELIXIR Hub and the individual member(s) of the ELIXIR Node that actually carry out the Commissioned Services under the conditions described in Para. 6.3 of the CA Template approved in November 2018.

F. The General Guidelines for the Implementation of ELIXIR Commissioned Services include all information regarding the implementation of Commissioned Services.

G. Commissioned Services Contracts rely on a Template that was approved by the ELIXIR Board. They form a non-negotiable contract offer made by the ELIXIR Hub that is accepted by the ELIXIR Node by signing it.

The Parties hereby agree on the following clauses

1 General

1.1 The Contract serves to set the legal frame for the provision of Commissioned Services by ELIXIR Nodes as set forth under Para. 6.3.1 CA¹. *[if applied to the initial Collaboration Agreement Template: Para. 5.3.1 CA]*.

1.2 The [member of the] ELIXIR Node, together with

- [1. Alternative:] the [add names of the other members of the SAME ELIXIR Node]; and/or
- [2. Alternative:] the [Name] ELIXIR Node[s]]

have applied and been recommended for funding on [date of recommendation] by the ELIXIR Heads of Nodes Committee

[1. Alternative if just one project:] under the Project [name of the Project] (Appendix 1, hereinafter called “the Project”).

[2. Alternative if several projects of the same funding programmes are joint together under the same contract] The Contract covers [add number] projects under the same programme, i.e.:

[list project names].

¹ Revised CA Template approved by the ELIXIR Board in November 2018.

The project plan(s) are attached under Appendix 1. For the purposes of the Contract the use of the term “Project” relates to all projects under the same programme attached under Appendix 1 and all terms and conditions of the Contract relate to all of them.

1.3 For the avoidance of doubt this contract only applies to one programme at a time and never to several.

1.4 The General Guidelines for the Implementation of ELIXIR Commissioned Services (Appendix 2) are part of the Contract.

1.5 [*Choose appropriate programme, e.g. in case of Platform Funding:*] The Project runs under the programme “Platform Funding” (see 2.3 in the attached General Guidelines for the Implementation of ELIXIR Commissioned Services).

2 Duration of the Project

2.1 The Project lasts for [xxx months]. [*add number of months depending on the programme*]

2.2 The Project starts with the issuance of funding or latest three months after entry into force of the Contract.

2.3 Project extensions are possible exceptionally and under conditions described in the General Guidelines for the Implementation of ELIXIR Commissioned Services.

3 Funding of the Project

3.1 The ELIXIR Hub hereby grants the following budget to the [member of the] ELIXIR Node in accordance with Appendix 1:

xxx EUR

3.2 A pre-financing of [xxx] EUR shall be released under the following conditions:

- signature of the Contract; and
- issuance of an invoice to and acceptance by the ELIXIR Hub.

3.3 Further funding of the Project will take place in two instalments, one at mid-term, being [xxx] EUR and one at the end of the Project being [xxx] EUR. Funding will be released under the following conditions:

- issuance of an invoice to and acceptance by the ELIXIR Hub; and
- delivery of a report (mid-term report and end report); and
- approval of the reports by the ELIXIR Director;
- subject to funding availability within the preceding Annual Budget as approved by the ELIXIR Board.

3.4 The ELIXIR Hub shall provide the funding within 30 days after all conditions listed in 3.2 and 3.3 respectively are met.

3.5 Should the ELIXIR Director not approve the report, the ELIXIR Director shall give the [member of the] ELIXIR Node guidance on how to revise the report. The [member of the] ELIXIR Node shall be provided with a reasonable time to perform the revision, however the total duration of the Project shall not, in any case, exceed its foreseen duration in accordance with 2.1, unless agreed otherwise.

4 Reporting obligation

The [member of the] ELIXIR Node is obliged to report about progress of the Project at the mid-term and in the end of the Project as defined in the General Guidelines for the Implementation of ELIXIR Commissioned Services.

5 Further provisions

5.1 The ELIXIR Hub shall not be held liable for any accidents or illnesses or their consequences, or for any losses or damage that occur in the context of projects funded by the ELIXIR Hub.

5.2 It is the responsibility of the [member of the] ELIXIR Node to obtain adequate liability insurance at their own discretion.

6 Entry into force and termination of the Contract

6.1 The Contract enters into force on the date of signature by the Party's authorized representatives.

6.2 Notwithstanding 2.2. precontractual performance is governed by the Contract.

6.3 In accordance with Para. 6.3.8 CA the Contract ends when

- i. the Project ends or
- ii. the Collaboration Agreement with the ELIXIR Node ends unless the Parties agreed in writing to continue the Project, or
- iii. the Parties, in the process of revising the Commissioned Services Contract, fail to reach an agreement, and have served notice within a period no less than 6 months.

[Name of legal entity acting on behalf of
Node]

[Name of representative]

Date:

The EMBL as part of and mandated by
the ELIXIR Consortium, hosting the
ELIXIR Hub

Niklas Blomberg

Date:

Appendix 1: Project Plan(s)

Appendix 2: General Guidelines for the implementation of ELIXIR Commissioned
Services