

Collaboration agreement

<project description>

Acronym: <project name>

This agreement is made by and between:

1. **Institution Name 1 (IN1)**, having its place of business at <address>, legally represented by <name>;
2. **Institution Name 2 (IN2)**, having its place of business at <address>, legally represented by <name>
3. *etc.*

All above mentioned participants also jointly referred to as "Parties";

Considering that:

- Parties wish to collaborate in the research project entitled: "<project description>" (hereinafter "Project");
- The aim of the Project is to investigate <project goals>;
- The Project is initiated and coordinated by <IN1>, the project coordinator is <name> and the project leader is <name>;
- This Agreement refers to the trial protocol.
- The aim of this document is to agree on a fair & transparent agreement for the benefit of *all* participating parties to ensure a *long term* collaboration.

Parties agree upon the following:

Article 1 Definitions

For the use of this agreement, the following is defined:

- a) *Dataset*: images (e.g. CT, PET and/or MR), planning results and dose matrices of <tumour groups> cancer patients, initially limited to <num> patients per indication. The dataset may be extended with other indications and more patient data in the future (hereinafter "Dataset");
- b) *PMB*: project management board of the project.

Article 2 The right of use

- 2.1 MAASTRO CLINIC herewith grants permission to Parties to use the Dataset, hosted and managed by MAASTRO CLINIC, for the purpose of the Project. The Dataset is provided to Parties for internal use only, and may not be used for marketing- or other purposes without the prior written consent of MAASTRO CLINIC .
- 2.2 Access to the dataset repository will be granted only to those parties that have signed the MTA (this document).
- 2.3 Individual parties who produce items of the dataset are the owners of these items.
- 2.4 In cases where the preliminary results are being used for marketing or other purposes, written consent of PMB is required in addition to the consent of

the owners of the results in order to assure the proper use of the results and the consistency with the general aims of the project.

Article 3 Liabilities of Parties

- 3.1 MAASTRO CLINIC will provide access to the Dataset for all participants who signed the MTA.
- 3.2 Dataset will be managed and hosted by MAASTRO CLINIC on a secured dataset repository, and will be accessible to all Parties.
- 3.3 Parties are responsible for treating the Dataset confidentially and will see to it that it will be used for internal use only, more specifically for the defined Project.
- 3.4 Decisions will be made by trying to reach a unanimous opinion. If not possible, decisions will be voted upon. Each member in PMB has one vote, equally weighted. A decision is passed if the number of votes in favor are more than 50% of votes. A decision is valid, only if more than 50% of the PMB cast their votes.

Article 4 Transfer of dataset files

Participants are not allowed to give or sell items of the Dataset to any third party during the period of the project.

Article 5 Confidentiality

Parties hereby acknowledge that MAASTRO CLINIC is responsible for managing and hosting of the Dataset, the confidentiality of which shall be maintained by Parties. Accordingly, Parties shall not disclose, provide to, or permit any person to obtain Confidential Information in any form, and shall protect the Dataset with at least the same level of care that it uses to protect its own confidential information, which level shall not be less than a reasonable degree of care. Parties further acknowledge that Parties are not obtaining under this Agreement any right, title or interest whatsoever to the Dataset except as expressly provided in Article 2. Confidential Information is information that has been identified as confidential at the time of disclosure. Excluded is information that a) was generally available to the public at the time of disclosure, b) becomes publicly available through no breach of this Agreement, or c) is rightfully disclosed to Parties by a third party.

Article 6 Project meetings

- 6.1 Research meetings will be organised <interval> to discuss the progress of the Project with all Parties.
- 6.2 Phone conferences of the project management board will be organised <interval> to discuss the progress of the Project with all Parties.
- 6.3 Proposals for scientific publications, new project ideas and/or spin-off projects will be discussed during these meetings. Ideally, proposals will be distributed among Parties <number> days prior to the meeting.

Article 7 Publications

- 7.1 The Parties shall agree on the form and content of all publications in advance by taking account of their mutual interests. Publications including dataset of several centres shall only be made with the approval of the other contracting Parties who contributed to the dataset and results.
- 7.2 Research manuscripts arising from the Project will be published on a secured website that is accessible to all Parties, no less than *<number>* days prior a scheduled meeting of the project management board, giving all Parties the opportunity to make comments. If one contracting party does not oppose a publication within a period of *<number>* days after receipt of a manuscript, approval shall be deemed to have been given. A Party shall have the right to delay publication by a maximum of *<number>* days prior to submission of the manuscript.

Article 8 Final provisions

- 8.1 This Agreement shall remain in force until completion or earlier termination of the research project.
- 8.2 The trial protocol is part of this Agreement.
- 8.3 This agreement is governed by Dutch law.
- 8.4 Each Party shall ensure that students and scientists taking part in the Project are fully informed of the terms of this agreement and personally undertake to comply with such terms.
- 8.5 Annulment or invalidity of one or more articles in this agreement will not affect the legal validity of the remaining articles.
- 8.6 On expanding the project member group or merging with other projects, an amendment of the MTA will be signed between the project chair and the new Party. The New Party is obliged to comply with the articles agreed upon in the MTA signed by the participating centers.

Article 9 Termination of the agreement

- 9.1 This Agreement is valid from *<start>* till *<end>* with possibilities of prolongation, if agreed upon by PMB
- 9.2 The agreement can be terminated earlier than the specified deadline if all members of PMB agree.
- 9.3 Formal parties who withdraw from the cooperation after signing the MTA agree that other parties have access to the data which the withdrawing party contributed to the project.

IN WITNESS whereof, the undersigned Parties have executed this Agreement.

IN1

Name:
Function:
Place:
Date:
Signature:

IN2

Name:
Function:
Place:
Date:
Signature:

etc.