

# OpenRiskNet Associated Partner Programme Agreement

Version 1.1 for Service Providers

Between

(Name of Associated Partner)

and

**The OpenRiskNet Consortium**

hereinafter, jointly or individually, referred to as "Parties" or "Party"

## Whereas:

The OpenRiskNet Consortium develops the OpenRiskNet e-infrastructure for harmonisation and improved interoperability of data and software tools in the area of predictive toxicology and risk assessment. The Associated Partner has software tools and/or data sources listed in Table 1 of Attachment A, together called services in the following, and plans to provide these services as part of the infrastructure. The Associated Partner agrees to become an early adaptor of the infrastructure and to simulate early external testing of the functionality and usability and in return has the opportunity to actively contribute to shaping OpenRiskNet and gets access to premium user and integration support.

The Parties wish to specify the following binding commitments among themselves. Insofar as not regulated differently below, the Associated Partner agreement is subject to the terms and conditions of the OpenRiskNet Consortium agreement Section 1, 4, 5, and 8 to 11 mutatis mutandis, attached to this agreement. Only the specific amendments for the cooperation between the Associated Partner and the OpenRiskNet Consortium are given here.

## Aim of the Collaboration:

The primary aim of the Associated Partner Programme for Service Providers is to extend the number of available services in the OpenRiskNet e-infrastructure by integration of data sources and software tools provided by the Associated Partner and, in this way, make it more attractive to all stakeholders. This integration will include the following steps:

- Development and harmonisation of APIs for accessing the data and tool services;
- Service containerisation for easier deployment;
- Integration of tools in workflows for defining standard approaches for predictive toxicology and risk assessment in research and regulatory settings;
- Support the OpenRiskNet case studies by expanding the analysis and modelling possibilities.

### Roles and Responsibilities:

The Associated Partner is responsible for:

- providing interfaces to their services or all information needed to develop these interfaces by an OpenRiskNet partner, which can be accessed by other OpenRiskNet services and
- providing containerized version of their services or all information needed to containerize the service by an OpenRiskNet partner and
- providing information on licensing and access rights to the services and
- providing a demo version of the services (royalty-free but possibly with reduced functionality) running on the OpenRiskNet reference instance.

The OpenRiskNet Consortium is responsible for:

- providing detailed technical documentation on the OpenRiskNet infrastructure and the harmonisation and interoperability communication layer and
- providing access to the OpenRiskNet reference instance of the virtual environment for testing of the functionality and usability and
- making the services findable in the OpenRiskNet central repository and
- providing premium user and integration support and
- trying to adapt the infrastructure according to requirements and shortcomings identified by the Associated Partner.

Financial support to the Associated Partner is also possible after applying to and positive evaluation of the proposed service in the Implementation Challenge. However, this financial support is not covered in this agreement and the conditions including the description of work, the allocated budget and reporting modalities will be specified in a separate agreement.

### Confidentiality and Disclosure of Information:

All regulations set out in the OpenRiskNet Consortium Agreement with respect to confidentiality and disclosure apply to information and data exchanged between the partners. These are complemented by the two following regulations:

- Software, source code, technical and scientific documents and data that have been made available to the partners for the purpose of developing, testing or demonstrating the system must be considered and treated as confidential;
- Unless otherwise agreed to in writing by the owner of the confidential information, this information may not be distributed outside of the consortium.

### Access Rights:

Access Rights for implementation to Results of the OpenRiskNet project as well as to the interfaces of the integrated services of the Associated Partner shall be granted on a royalty-free basis. Liabilities are limited as described in section 5 of the OpenRiskNet Consortium agreement. Any additional Access Rights, e.g. Access Rights for exploitation as well as access to background, postulate separate agreements between the owner of the Background or Results and are in the sole discretion of the owner to grant.

### Additional Regulations:

The Associated Partner shall be allowed to participate in General Assembly meetings upon invitation but has no voting rights.

Integrated services will be announced on the OpenRiskNet website, will be indexed in the OpenRiskNet discovery service and, in this way, be advertised to the larger community.

The Associated Partner agrees to follow all ethics guidelines outlined in the "Privacy by Design Approach and Data Protection Officer" as well as "5 Ethics and Security" sections of the OpenRiskNet description of action (Annex B of the Grant Agreement No. 731075 between the Commission and the OpenRiskNet Consortium). It also agrees on providing all necessary information on the data and software tools to allow the Data Protection Officer evaluate of the services regarding compliance with ethics and data security guidelines.

### Entry into force, duration and termination

This agreement shall have effect upon signature by a duly authorised representative of the Associated Partner and the OpenRiskNet coordinator. It shall continue in full force and effect until the end of the OpenRiskNet project. However, this Associated Partner Programme Agreement may be terminated before this date upon written mutual agreement. Starting the termination process can be requested by either party. After the termination, either at the end of the OpenRiskNet project or by mutual agreement, interfaces to services of the associated partner developed in cooperation with OpenRiskNet partners or with financial support of the Implementation Challenge will remain accessible on a royalty-free basis to both Parties.

Agreed by:

**The Coordinator of OpenRiskNet on behalf of the OpenRiskNet Consortium:**

Date:

Name:

Signature:

**and**

**Associated Partner**

Date:

Name:

Signature:

## Attachment 1

**Table 1:** Software tools and data sources provided by the Associated Partner to be included in the OpenRiskNet e-infrastructure

Description	Project Internal Usage	Exploitation