

FRAMEWORK AGREEMENT ON COLLABORATION AND CONVERGENCE

between

Erasmus University Medical Centre Rotterdam

Delft University of Technology, and

Erasmus University Rotterdam

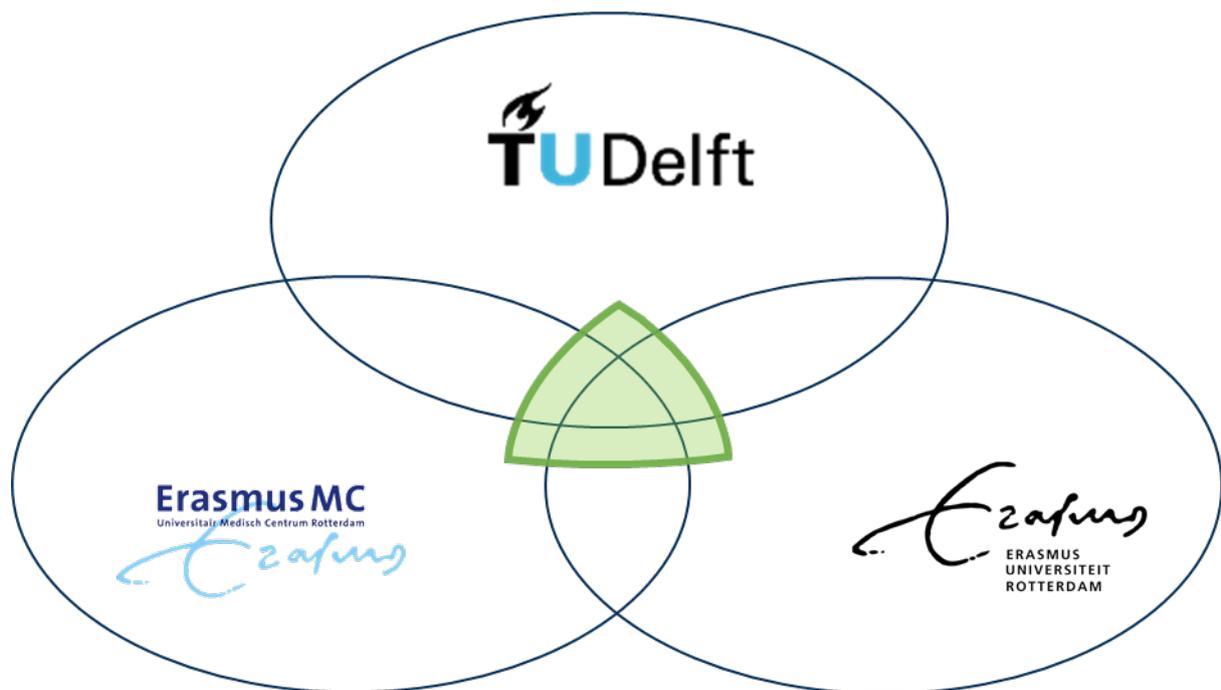


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THE UNDERSIGNED:

- (1) **ERASMUS UNIVERSITY ROTTERDAM**, a legal entity under public law, with its registered office in Rotterdam and its principal place of business at Burgemeester Oudlaan 50, 3062 PA Rotterdam, listed in the Commercial Register of the Chamber of Commerce under file number 24495550, hereinafter referred to as "**EUR**";
- (2) **DELFT UNIVERSITY OF TECHNOLOGY**, a legal entity under public law, with its registered office in Delft and its principal place of business at Stevinweg 1 5th floor, 2628 CN Delft, listed in the Commercial Register of the Chamber of Commerce under file number 27364265, hereinafter referred to as "**TU Delft**";
- (3) **ERASMUS UNIVERSITY MEDICAL CENTRE ROTTERDAM**, a legal entity under public law, with its registered office in Rotterdam and its principal place of business at Dr. Molewaterplein 40, 3015 GD Rotterdam, listed in the Commercial Register of the Chamber of Commerce under file number 24485070, hereinafter referred to as "**Erasmus MC**";

The undersigned, hereinafter jointly referred to as "**Parties**";

WHEREAS:

- (A) TU Delft and the EUR are publicly-run universities providing scientific education, training and research. Erasmus MC is a university medical centre whose key tasks are patient care, education, training and research. Erasmus MC houses the implementing organisation of EUR's Faculty of Medicine and Health Sciences (*Faculteit Geneeskunde en Gezondheidswetenschappen* "**FFG**");
- (B) the Parties are in the process of intensifying their already existing collaboration. In this context, the three separate organisations agreed upon a decision in principle on 16 December 2019 ("**Decision in Principle**"), which is attached as **annex 1** to this agreement. This Decision in Principle has been submitted to the participation bodies concerned and approved by the supervisory boards;
- (C) the Parties have agreed in the Decision in Principle that their collaboration will initially evolve around three themes, namely *Health & Technology* ("**H&T**"), *Resilient Delta* ("**RD**") and AI, Data and Digitalisation ("**AI**"). The Parties also expect to take on future themes together;
- (D) as a follow-up to the Decision in Principle, the Parties have signed a letter of intent on 8 July 2020, containing the details of the Decision in Principle ("**Letter of Intent**"), attached as **annex 2** to this agreement;
- (E) after signing the Letter of Intent, the Parties have continued to work out the details of their collaboration. That more detailed elaboration is set out in this framework agreement ("**Framework Agreement**") and in separate agreements;
- (F) the Supervisory Boards of the Parties have approved this Framework Agreement;

(G) [placeholder for a brief description of the results of the participation processes].

HAVE AGREED AS FOLLOWS:

1 INTRODUCTION TO THE CONVERGENCE AGREEMENTS

- 1.1 By means of this Framework Agreement the Parties are making general umbrella agreements for the collaboration. Within the collaboration, the Parties will work on the various themes together.
- 1.2 The intended activities within the themes differ in terms of their nature and scope, the themes therefore lend themselves to being set up differently legally and in terms of their content. For each theme, the Parties will prepare sub-agreements on, among other things, the legal and substantive details, the deployment of (each other's) employees, the division of income and expenditure, intellectual property, the use of buildings/spaces and the consequences of the collaboration in terms of the specific theme, for example for patient care, research and education ("**Sub-agreements**"). When drawing up the Sub-agreements, the Parties will use the format attached in **annex 3**. The Parties are seeking to enter into interrelated Sub-agreements by the spring of 2021.
- 1.3 For each theme, the Parties may cooperate with, among others, educational and research institutions, government bodies or companies. Furthermore, third parties (e.g., other academic hospitals and/or universities) may also become a party to a Sub-agreement.
- 1.4 The arrangements in this Framework Agreement also apply to the various themes, unless otherwise agreed in the separate Sub-agreements. For existing collaborations between two or more Parties which do not fit into one of the three themes, these Parties will, if necessary, make specific arrangements in accordance with the format in **annex 3**.

2 OBJECTIVE OF THE CONVERGENCE

- 2.1 The Parties are working on scientific breakthrough projects which contribute solutions to urgent and complex social challenges and future challenges. These are challenges in fields such as climate change, sustainability, sustainability of healthcare, urbanisation, *artificial intelligence*, data and digitalisation.
- 2.2 Knowledge and expertise in the fields of alpha, beta, gamma, medical sciences and technology converge in the collaboration, resulting in new research and educational infrastructures and possibly even new disciplines. The Parties aim to generate results that benefit fields such as healthcare, energy and the environment all over the world. This is done initially on the basis of the following three themes:
- 2.2.1 Within **H&T**, the Parties aim to create an ecosystem that facilitates and stimulates the Parties' top scientists from various disciplines to integrate their knowledge, expertise and research methods in order to achieve new discoveries that will make healthcare more effective and efficient, improve health and the quality of life, reduce inequalities in health and stimulate people to manage their health.

- 2.2.2 Within **RD**, the Parties aim to realise - in close cooperation with social partners in the region - an ecosystem that focuses on developing solutions for the social challenges mentioned above. The region shared by the Parties and the city of Rotterdam will function as a 'testing ground' for finding and implementing solutions to global challenges, such as climate change, energy transitions, migration and differences in living standards. In this context, the Parties will also cooperate with, among others, the city of Rotterdam.
- 2.2.3 Within **AI**, the Parties aim to realise (also in close cooperation with Leiden University and Leiden University Medical Centre) an education and research programme to strengthen the skills in this field. In this regard, the collaboration has a potential regional catchment of 85,000 students and is at the heart of crucial social and economic structures in the fields of *health*, transport and logistics, *finance* and *inclusive societies*, in the Netherlands.

Basic premises underlying the convergence objective

- 2.3 The Parties are equal partners and the content of their collaboration will be determined by the activities which will initially be performed within the themes. The Sub-agreements to be entered into for the purpose of the themes are interlinked in the sense that they each constitute equivalent and necessary components of the collaboration.
- 2.4 The Parties consider the involvement of deans, faculty boards and medical specialists essential for preparing and implementing the themes. They are and will therefore be systematically involved in the planning and decision-making within the themes. Furthermore, the collaboration is inconceivable without the involvement of the Parties' students, patients and employees.
- 2.5 The Parties are at liberty to enter into other co-operations with other parties. If those other co-operations affect the convergence collaboration, the Party concerned will inform the other Parties as soon as possible. If a Party so desires, the co-operation will be put on the agenda for discussion at a meeting of the Convergence Executive Board, as referred to in Section 3. Subsequently, if one of the Parties considers that that co-operation is impeding this collaboration, this will first of all be discussed in a joint meeting, as referred to in clause 3.16. If this does not result in a solution, the Parties will be at liberty to use the dispute settlement procedure included in this Framework Agreement.

Publicising the convergence objective internally and externally

- 2.6 The Parties determine that the pursuit of the convergence objective as formulated in this section is in the interest of each Party's organisation and is suited to the statutory tasks of the Parties. The Parties will therefore include this objective as part of their policy and long-term strategic policy.
- 2.7 In order to make their collaboration public, the Parties will, on an ongoing basis, issue communications about it, both internally and externally, and including in any case in their annual reports. The Parties will coordinate such communications - including, but not limited to, communications aimed at students, patients and the press - with each other, unless the Parties have made other agreements in this respect. Each year, the Parties will evaluate the extent to which their collaboration is known in order to improve/further improve the internal and external communications to achieve the convergence objective.

3 MANAGING THE CONVERGENCE OBJECTIVE

General

- 3.1 The Parties will use a suitable governance structure, consisting of the Convergence Executive Board and the Convergence Supervisory Board, to manage the collaboration. Schematically, the governance for the collaboration will be as follows:



- 3.2 The Parties commit themselves to the agreements made by the Convergence Executive Board and the Convergence Supervisory Board within the context of this Framework Agreement and the Decision in Principle, as formulated in this section. This does not alter the fact that the Parties remain independently responsible for the management of and final responsibility for their own organisation.
- 3.3 The Sub-agreements will contain separate arrangements about the management per theme. It is the general assumption that accountability to the Convergence Executive Board is provided with a certain frequency.

Convergence Executive Board – role and composition

- 3.4 The Convergence Executive Board is responsible for the management including the strategic management of the collaboration. The Convergence Executive Board acts as an (informal) consultative body, without any legal authority and limits itself to the topics referred to in or based on this Framework Agreement and included in the collaboration. To that end, the Convergence Executive Board will draw up a long-term plan and budget, as referred to in section 6.
- 3.5 In principle, the Convergence Executive Board consists of three members, with each Party delegating one member of its own board of governors or executive board (“**CEB Member**”). In addition, the Parties will each appoint one other member of their own board of governors or executive board as a substitute member (“**Substitute CEB Member**”), at the start of the collaboration. The CEB Member will only be replaced by the Substitute CEB Member if he or she is unable to attend.
- 3.6 The chairmanship of the Convergence Executive Board rotates (“**Situational Chairmanship**”). In discussions with third parties, the most appropriate Party will act as chairman.

Convergence Executive Board - meeting frequency, agreements and working methods

- 3.7 In principle, the Convergence Executive Board will meet on a monthly basis, or as many times as requested by a member of the Convergence Executive Board (“**CEB Meeting**”). The Convergence Executive Board may, with due observance of the following agreements, further regulate its working methods in regulations approved by the Convergence Supervisory Board.
- 3.8 The Convergence Executive Board takes decisions by consensus. After the Convergence Executive Board has made a decision, each member will request a mandate for that decision from its own board of governors or executive board and, if necessary, the Parties will follow the advisory or approval process with the participation bodies or their supervisory boards. Once the members have received the mandate, the Parties are bound by the decision made.
- 3.9 If the decision to be made does not affect advisory or approval rights of the Parties’ participation bodies or their supervisory boards, the board of governors or the executive board may decide to grant the mandate, as referred to in clause 3.8, in advance, within the context of the agreements made between the Parties.
- 3.10 The assumption underpinning these decisions made by the Convergence Executive Board is, that the Parties each remain ultimately responsible for themselves. Decisions made by the Convergence Executive Board will be supported by the three Parties in their own organisations. In that context, following the decision of the Convergence Executive Board, the Parties will ensure adequate internal decision-making to implement those decisions.

Convergence Supervisory Board - role and composition

- 3.11 The Convergence Supervisory Board supervises the performance of the CEB and acts as an informal consultative body, without any legal authority.
- 3.12 In principle, the Convergence Supervisory Board consists of three members. At the start of the collaboration, each Party appoints one member of its own supervisory board as a delegate in the Convergence Supervisory Board ("**CSB Member**"). In addition, the Parties will each appoint one other member of their own supervisory board as a substitute member ("**Substitute CSB Member**"), at the start of the collaboration. The CSB Member will only be replaced by the Substitute CSB Member if he or she is unable to attend.
- 3.13 Chairmanship of the Convergence Supervisory Board rotates every twelve months on the basis of a schedule drawn up for that purpose.

Convergence Supervisory Board - meeting frequency, agreements and working methods

- 3.14 In principle, the Convergence Supervisory Board will meet once every three months, or as many times as requested by a CSB Member ("**CSB Meeting**"). The Convergence Supervisory Board may hold a meeting with all CSB Members and all Substitute CSB Members (six persons), if required. The Convergence Supervisory Board may further regulate its working methods in regulations, with due observance of this Framework Agreement.
- 3.15 The Convergence Supervisory Board takes decisions by consensus.

Joint meetings

- 3.16 The Convergence Executive Board and the Convergence Supervisory Board will meet periodically to discuss the collaboration and its progress ("**Joint Meeting**").
- 3.17 The Parties' boards of governors and executive boards will meet, at least once every twelve months, to discuss the collaboration and its progress ("**General Assembly**").

4 THE INFLUENCE OF STAKEHOLDERS

- 4.1 Close involvement of deans, faculty boards and medical specialists in preparing and implementing the collaboration and themes are indispensable, because the collaboration will affect their daily practice and expertise. For this reason, they will be systematically involved in the planning and decision-making and will be consulted on certain eligible topics in the preparation for decisions taken by each of the Parties separately.

4.2 Furthermore, without prejudice to the statutory advisory and consent rights of the participation bodies with regard to proposed decisions, the collaboration is inconceivable without the involvement of the Parties' students, patients and employees. In implementing the collaboration the Parties will keep the participation bodies closely involved at all times in matters that affect their participation rights.

5 OPERATIONAL SUPPORT

5.1 A convergence executive office will be set up for the collaboration in order to support the Convergence Executive Board and the Convergence Supervisory Board as much as possible with their internal management so they can focus on the tasks assigned to them within the context of the convergence objective ("**Convergence Executive Office**").

5.2 The general task of the Convergence Executive Office is to support the primary tasks and processes of the collaboration in general and in terms of the themes. The Convergence Executive Office has the tasks assigned to it by the Convergence Executive Board and will be physically located at the Woudestein campus of Erasmus University.

5.3 In addition, the Parties may, on the recommendation of the Convergence Executive Board, jointly appoint key figures to carry out a certain parts of the collaboration, including a special envoy ("**Special Envoy**") to represent their interests in meetings with, among others, government bodies and business organisations.

5.4 In order to implement the convergence objective, the Parties will furthermore involve their employees and deploy them in a manner stipulated per theme in the Sub-agreement concerned. The assumption here is, that the Parties will, in principle, deploy their own employees at their own expense and risk and without any financial settlement.

6 FINANCIAL AGREEMENTS

Long-term plan and long-term budget

6.1 To implement the convergence objective, the Convergence Executive Board will draw up a long-term plan and a long-term budget every four (4) years for the collaboration in general, including the collaboration on the various themes and a reservation for new themes as referred to in clause 6.6. This will take place before 1 April 2021, or at such later date as the Sub-agreements, as referred to in clause 1.2 and clause 2.2, are concluded. The Parties will endeavor to comply with the long-term plan and the long-term budget to the extent possible.

6.2 Once the Convergence Executive Board has drawn up the long-term plan and the long-term budget, they will be submitted to the Convergence Supervisory Board for approval. The Convergence Supervisory Board seeks to approve them before 1 September of that same year. After their approval, the long-term plan and the long-term budget will be adopted by the Convergence Executive Board in accordance with clause 3.8 et seq.

- 6.3 The Parties may, if required, include an annual budget cycle per theme in the Sub-agreements. The assumption in that regard is that each Party's income and expenditure based on the budget per theme, is in balance and in keeping with each Party's commitment to that theme.

Convergence accounts

- 6.4 For the purpose of, among other things, the long-term budget for the collaboration as referred to in clause 6.1, each Party will keep its own convergence accounts ("**Convergence Accounts**") in which they record (the use of) external funding and a reservation for new themes as referred to in clause 6.5 and 6.6. The Parties will allow the Convergence Executive Board to inspect the Convergence Accounts if the Convergence Executive Board so requires within the scope of clause 6.1.

External funding

- 6.5 Funding obtained from external parties in the context of the collaboration, will be reserved for the collaboration by the Party that receives the funding. Prior to the application for the funding, the Convergence Executive Board will agree on the manner in which the received funding will be deployed and/or distributed.

Reservation

- 6.6 Each year, the Parties will jointly reserve an amount to support the collaboration and the development and realisation within the themes ("**Reservation**"). Each Party contributes one third (1/3rd) to this amount. The Convergence Executive Board determines the amount of the Reservation each year, at the latest on 1 December of that financial year, on the basis of the mandate from the three executive boards as referred to in section 3. For 2021, this amount will be at least €5 million in total, with each Party contributing one third.
- 6.7 [A Party to be designated by the Convergence Executive Board] will open an account and keep the books for this Reservation ("**Administrator**").
- 6.8 The Administrator will, at least once a year, render account for the administration of the Reservation to the Convergence Executive Board and the Convergence Supervisory Board. Upon request, the Administrator will promptly provide each Party with the information necessary to prepare the annual reports.
- 6.9 The Convergence Executive Board is authorised to decide on the resources in the Reservation. The Convergence Executive Board is accountable to the Convergence Supervisory Board in this regard.

Financial agreements per theme

- 6.10 A budget will be draw up for each theme and agreements will be made on the financial contribution by each Party to the theme in question. These agreements will be recorded per theme in the Sub-agreement concerned.

7 GENERAL AGREEMENTS

Duration, evaluation and termination of the collaboration

- 7.1 The Parties will enter into the collaboration as from the date of signing this Framework Agreement and for an initial period of ten (10) years.
- 7.2 Every four (4) years, starting at a time to be determined by the Parties, the collaboration will be evaluated in terms of the collaboration in general as well as in terms of the various themes.
- 7.3 The Convergence Executive Board determines in the first six months of 2023 by whom, in what way and with which indicators the collaboration will be evaluated.
- 7.4 The starting point for evaluating the collaboration in general is that, on the basis of this evaluation it will be determined whether the collaboration under the Framework Agreement is to proceed.
- 7.5 At least six months before the end of this Framework Agreement, each Party will inform the other Parties in writing whether they consider the collaboration in general to have been positive and successful and if they wish to continue the collaboration on the basis of the Framework Agreement for another period of ten (10) years. If all the Parties submit a statement to this effect, this Framework Agreement will be deemed to have been renewed for another successive period of ten (10) years.
- 7.6 The Framework Agreement may only be terminated by a Party before the end of the term if:
- 7.6.1 there are such compelling circumstances that the Party cannot reasonably be expected to remain bound by this Framework Agreement;
 - 7.6.2 the outcome of the evaluation of the collaboration in general gives cause to do so.
- 7.7 Notice of termination will be given in writing and sent by registered post to all Parties stating the grounds for termination, with due observance of a notice period of twelve months or shorter if the circumstances so require.
- 7.8 Unless the Parties agree otherwise in the interim, this Framework Agreement ends by operation of law if the three Sub-agreements, referred to in clause 1.2 (for the three themes as referred to in clause 2.2) have not been concluded before 31 December 2021.

- 7.9 If, as a result of the four-yearly evaluation of the collaboration in general or any other circumstance there is reason to amend the Framework Agreement, the Parties will record these amendments in writing and will each sign them for approval.

Information and communication to third parties

- 7.10 The Parties agree that they will only communicate jointly about their collaboration, unless the communication with others about the collaboration follows logically from the consultations held pursuant to the Framework Agreement, follows from a legal obligation or the Parties have made other arrangements about this among themselves.

Privacy

- 7.11 If the processing of personal data becomes part of the collaboration, the Parties will conclude, as (joint) controllers, a data processing agreement with each other with regard to the processing of personal data and their respective roles and responsibilities for the fulfillment of their obligations under the applicable law, in particular with respect to their responsibilities to each other and their roles and obligations regarding any data subjects.

Intellectual property

- 7.12 If, within the context of the collaboration, intellectual property rights are created for the themes, the Parties will make general and procedural arrangements on each theme in the Sub-agreements concerned.

Liability

- 7.13 The Parties assume that the agreements made within the context of the collaboration in general involve only limited liability risks, but that this is different for the substantive arrangements within the context of the themes. For that reason, the Parties will agree on the apportionment of the liability risks per theme in the Sub-agreements.

Disputes

- 7.14 Disputes under this Framework Agreement will first of all be put on the agenda of a Joint Meeting as referred to in clause 3.16, whether or not with the help of a process supervisor to be appointed. The Joint Meeting aims at solving the dispute amicably.
- 7.15 If the Joint Meeting as referred to in clause 7.14 does not result in the dispute being resolved, the Parties will try to solve the dispute by means of mediation.

If, according to one Party, the Joint Meeting and mediation do not result in a solution, any Party may submit the dispute to the competent court in Rotterdam. Dutch law applies to this Framework Agreement.

(signature page and annexes follow)

AGREED ON AND DRAWN UP IN TRIPLICATE AND SIGNED IN

ON / /2021

ERASMUS UNIVERSITY ROTTERDAM

Name:

Position:

DELFT UNIVERSITY OF TECHNOLOGY

Name:

Position:

ERASMUS UNIVERSITY MEDICAL
CENTRE ROTTERDAM

Name:

Position:

ANNEXES

Annex 1 - Decision in Principle

Annex 2 - Signed Letter of Intent

Annex 3 - Format for the Sub-agreement per theme