



Consortium Agreement

Grant Agreement No.: 101188168

Version: 1.1

Date: 02-09-2025

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Change Records

Version	Date	Changes	Author
0.1	26/03/2025	First version	██████████ ██████████████████
0.2		Addressing comments	██████████████████ ██████████
0.3	25-07-2025	Updates to address comments	██████████████████
0.4	04-08-2025	Updated version according to changes agreed in the meeting held on 31-07-2025	██████████i
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1.0	29-08-2025	URKI replacement in 8.2 of 'The joint owners shall agree on all protection measures and the division of related cost prior to dissemination of the joint results' with 'licensing and/or exploitation'	██████████
1.1	02-09-2025	'research intended to be used in military applications is not allowed in the scope of work of this project' rephrased as 'research intended to be used in military applications is not allowed in this project'	██████████



CONSORTIUM AGREEMENT

This CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on **01/03/2025**, hereinafter referred to as the Effective Date

BETWEEN:

STICHTING EGI (EGI.eu), PIC 989221715, established in Science Park 140 – 1098XG Amsterdam, NL, **the Coordinator**

BIOBANKS AND BIOMOLECULAR RESOURCES RESEARCH INFRASTRUCTURE CONSORTIUM (BBMRI-ERIC), PIC 946597878, established in NEUE STIFTINGTALSTRASSE 2/B/6, GRAZ 8010, Austria,

Comprimato Systems s.r.o. (COM), PIC 878074847, established in Botanical 554/68a, BRNO 602 00, Czechia,

EISCAT SCIENTIFIC ASSOCIATION (EISCAT), PIC 990097722, established in RYMDCAMPUS 1, KIRUNA 981 92, Sweden,

EURO-BIOIMAGING ERIC (Euro-BioImaging), PIC 895635630, established in PL 123, TURKU 20521, Finland,

EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS (ECMWF), PIC 999916741, an inter-governmental organisation, governed by its Convention and associated Protocols, established in SHINFIELD PARK, Reading, RG2 9AX, United Kingdom,

EUROPEAN MOLECULAR BIOLOGY LABORATORY (EMBL), PIC 999988230, established in Meyerhofstrasse 1, HEIDELBERG 69117, Germany

EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH (CERN), PIC 999988133, established in Geneva, Switzerland,,

FONDAZIONE CENTRO EURO-MEDITERRANEO SUI CAMBIAMENTI CLIMATICI (CMCC), PIC 999419422, established in VIA MARCO BIAGI 5, LECCE 73100, Italy,

FORSCHUNGSZENTRUM JULICH GMBH (Juelich), PIC 999980470, established in WILHELM-JOHNEN-STRASSE, JULICH 52428, Germany, represented by its Board of Directors, for Juelich Supercomputing Centre,

FRAGMENTIX STORAGE SOLUTIONS GMBH (FRA), PIC 904310340, established in Hauptstraße 223-225/7, Kierling 3400, Austria,

DEUTSCHES KLIMARECHENZENTRUM GMBH (DKRZ), PIC 998692310, established in BUNDESSTRASSE 45A, HAMBURG 20146, Germany,

HYPERMETEO SRL (HYP), PIC 885008310, established in VIA NAZIONALE 181, ROMA 00184, Italy,



ISTITUTO NAZIONALE DI FISICA NUCLEARE (INFN), PIC 999992789, established in Via Enrico Fermi 54, FRASCATI 00044, Italy,

JNP STRATIGIKI KAI EPICHIRISIAKI SYMVOULEFTIKI IKE (JNP), PIC 985402049, established in XANTHOU 17, XALANDRI 15238, Greece,

KUNGLIGA TEKNISKA HOEGSKOLAN (KTH), PIC 999990946, established in BRINELLVAGEN 8, STOCKHOLM 100 44, Sweden,

LULEA TEKNISKA UNIVERSITET (LTU), PIC 999876874, established in UNIVERSITETSOMRADET PORSON, LULEA 971 87, Sweden,

Masarykova univerzita (MU), PIC 999880657, established in Zerotinovo namesti 9, BRNO 60177, Czechia,

MASARYKUV ONKOLOGICKY USTAV (MMCI), PIC 986107627, established in ZLUTY KOPEC 7, BRNO 656 53, Czechia,

MEDIZINISCHE UNIVERSITAT GRAZ (MUG), PIC 999836231, established in NEUE STIFTINGTALSTRASSE 6, GRAZ 8010, Austria,

NATIONAL INFRASTRUCTURES FOR RESEARCH AND TECHNOLOGY (GRNET), PIC 999937887, established in LEOFOROS KIFISIAS 7, ATHINA 11523, Greece,

NEURASPACE SA (NEU), PIC 892728249, established in IPN, RUA PEDRO NUNES, COIMBRA 3030-199, Portugal,

T-SYSTEMS INTERNATIONAL GMBH (T-Systems), PIC 999838656, established in HAHNSTRASSE 43D, FRANKFURT AM MAIN 60528, Germany,

TECHNISCHE UNIVERSITAET WIEN (TUWien), PIC 999979888, established in KARLSPLATZ 13, WIEN 1040, Austria,

TURKIYE BILIMSEL VE TEKNOLOJIK ARASTIRMA KURUMU (TUBITAK), PIC 999587135, established in Ataturk Bulvari 221, ANKARA 06100, Türkiye,

UNITED KINGDOM RESEARCH AND INNOVATION (UKRI), PIC 906446474, established in POLARIS HOUSE NORTH STAR AVENUE, SWINDON SN2 1FL, United Kingdom,

UNIVERSITAT POLITECNICA DE VALENCIA (UPV), PIC 999864846, established in CAMINO DE VERA SN EDIFICIO 3A, VALENCIA 46022, Spain,

UNIVERSITA DEGLI STUDI DI TRENTO (UNITN), PIC 999841954, established in VIA CALEPINA 14, TRENTO 38122, Italy,



Hereinafter, jointly or individually, referred to as Beneficiaries or Beneficiary

ARCHIMEDE SOLUTIONS SARL (AS), PIC 956062459

Hereinafter referred to as Associated Partner

Hereinafter Beneficiaries and Associated Partner, jointly or individually, referred to as "Parties" or "Party"

relating to the Action entitled

Unlocking RI potential with Scalable AI and Data

in short

RI-SCALE

hereinafter referred to as "Project"

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority as part of Horizon Europe – the Framework Programme for Research and Innovation (2021-2027).

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement 101188168 signed by the Beneficiaries and the Granting Authority (hereinafter "Grant Agreement").

The Parties are aware that this Consortium Agreement is based upon the [DESCA model consortium agreement](#).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Horizon Europe Regulation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

"Affiliated entities (AE)"

Entities affiliated to a beneficiary within the meaning of Article 187 of EU Financial Regulation 2018/1046 which participate in the action with similar rights and obligations as the beneficiaries/ (obligation to implement action tasks and right to charge costs and claim contributions).



"Associated partners (AP)"

Entities which participate in the action, according to Article 9 of the Grant Agreement, but without the right to charge costs or claim contributions from the Granting Authority .

"Consortium Body"

Consortium Body means any management body described in Section 6 (Governance Structure) of this Consortium Agreement.

"Consortium Plan"

Consortium Plan means the description of the Action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the General Assembly.

"Data Protection Laws"

Data Protection Laws means the European General Data Protection Regulation 2016 ((EU) 2016/679) and/or any national laws, regulations and secondary legislation, and/or any other laws and regulations relating to the processing of personal data and privacy which apply to a Party; and, if applicable, the guidance and codes of practice issued by any competent data protection supervisory authority, as may be amended from time to time; and in the case of EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS (ECMWF), EUROPEAN MOLECULAR BIOLOGY LABORATORY (EMBL), EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH (CERN) which are International Organisations, Data Protection Laws means their applicable internal legislation on data protection and privacy.

"Defaulting Party"

Defaulting Party means a Party which the General Assembly has declared to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

"Detailed Budget Plan"

The detailed estimated budget extending Annex 2 of the Consortium Agreement as defined in document denominated "Supplementary Information: Detailed Budget Plan". The Supplementary Information: Detailed Budget Plan is external to this Consortium Agreement and is subject to the approval of the General Assembly.

"Exploitation"

The use of Results in further research and innovation activities other than those covered by the action concerned, including among other things, commercial exploitation such as developing, creating, manufacturing and marketing a product or process, creating and providing a service, or in standardisation activities.

"Granting Authority"

The body awarding the grant for the Project.

"Internal Financial Report"

Internal Financial Report means a written report issued by each Beneficiary providing information on the eligible costs sustained at task and work package level by the Beneficiary for the implementation of the Project during the reference reporting period.

“International Organisation”

International Organisation means an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries, including EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS (ECMWF), EUROPEAN MOLECULAR BIOLOGY LABORATORY (EMBL), and EUROPEAN ORGANISATION FOR NUCLEAR RESEARCH ORGANISATION EUROPEENNE POUR LA RECHERCHE NUCLEAIRE (CERN).

“UNIDROIT Principles”

means the general principles and rules of international contract law, as compiled and developed by the International Institute for the Unification of Private Law (UNIDROIT), i.e. the UNIDROIT Principles of International Commercial Contracts (www.unidroit.org), edited 2016.

“Lead Beneficiary”

Lead Beneficiary means the member of an entity which is a Beneficiary and who acts as the sole representative of that entity towards the other Parties, or a Beneficiary who has an Affiliated Entity and acts as the sole representative towards the other Parties.

“Mutual Insurance Mechanism”

The Mutual Insurance Mechanism (the ‘MIM’) is a mechanism to cover the risk associated with non-recovery of sums due by the Beneficiaries under Decision No 1982/2006/EC of the European Parliament and of the Council.

“Needed”

means:

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

For Exploitation of own Results:

Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

“Participants”

Entities participating in the action as Beneficiaries, Affiliated Entities, Associated Partners, third parties giving in-kind contributions, subcontractors or recipients of financial support to third parties.



“Project Deliverables”

Project Deliverables means the Project deliverables to be submitted as defined in the Grant Agreement or otherwise agreed by the Parties including Reports, financial statements and certificates on financial statements.

“Security Reserve”

A percentage of the EC contribution to the total Grant Amount defined in the Grant Agreement, withheld by the Coordinator until completion of the project, covering the financial risk associated with non-recovery of sums by the Coordinator. The use of the Security Reserve complements the Mutual Insurance Mechanism, and is set in Section 7.1.9 of this Consortium Agreement.

“Software”

Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

“Work Package Leader”

Work Package Leader means a representative of a Party appointed to lead a work package according to Annex 1 of the Grant Agreement, who shall coordinate the completion of activities for the tasks in the relevant work package

2. Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

In accordance with Article 14 and Annex 5 (Ethics and research integrity) of the Grant Agreement, the activities executed for the Project shall have an exclusive focus on civil applications. For the avoidance of doubt, research intended to be used in military applications is not allowed in this project.

3. Entry into force, duration and termination**3.1 Entry into force**

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.

This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.



An entity becomes a new Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement.

However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement.

If

- the Grant Agreement is not signed by the Granting Authority or a Beneficiary, or
- the Grant Agreement is terminated, or
- a Beneficiary's participation in the Grant Agreement is terminated,

this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

If the Associated Partner's participation in the Project is terminated, its participation in this Consortium Agreement may be terminated subject to the provisions surviving the expiration or termination under Section 3.3 and Section 4.6 of this Consortium Agreement.

3.3 Survival of rights and obligations

This provision and the provisions relating to Results, Access Rights, Dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law, privileges and immunities and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Project incurred prior to the date of termination, unless otherwise agreed between the General Assembly and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period of its participation.

4. Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith.

Each Party undertakes to promptly notify the Granting Authority and the other Parties, in accordance with the governance structure of the Project, of any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by a Consortium Body, by the Coordinator or by a Work Package Leader to carry out its tasks, to the extent this is not in breach of applicable



law or of agreements established by the Party prior to the signature of the Grant Agreement with a third party. Each Party shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

4.2 Breach

In the event that the General Assembly identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the General Assembly may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities or other Participants) in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement and for the consequences arising from such third party's non-compliance. Such a Party has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

4.4 Specific responsibilities regarding the processing of Personal Data

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable Data Protection Laws, within the scope of the performance and administration of the Project and of this Consortium Agreement.

In particular, the Parties shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place.

For the Parties that are subject to GDPR, given that the Project is a project between a consortium of parties and not a legal entity by itself, the consortium is not a data controller according to Art. 24 GDPR. Each Party in the Project can be a data controller for activities related to the project. It is the responsibility of each Party to ensure compliance with applicable Data Protection Laws, when processing personal data in the context of the project.

If any third party processor is used by a Party, said Party shall inform the other Parties and the said Party shall be responsible for compliance with the applicable Data Protection Laws, the said Party is obliged, inter alia, to: use only third party processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the applicable Data Protection Laws and ensure the protection of the rights of the data subject; ensure that a valid data processing agreement has been made between the said Party and the third party processors; and ensure that



a valid and adequate sub-processing agreement has been made between the third party processor and any sub-processor.

4.5 Management of conflict of interests

In accordance with Art. 12 of the Grant Agreement, each Party undertakes to timely and appropriately manage any identified conflict of interest with a view to mitigate, reduce or remove it.

Management action might include: (i) disclosing actual or apparent conflicts of interest to the involved Parties, (ii) informing the involved Parties about any management action against such conflicts, and (iii) upon request of the General Assembly, consulting about any reasonable concerns voiced by a Party or the adequacy or efficacy of any proposed or actual management action. Any management action, including the above mentioned (i), (ii), and (iii), is to be undertaken in compliance with the relevant data protection rules.

4.6 Specific responsibilities of the Associated Partner

For the avoidance of doubt, the Associated Partner does not sign the Grant Agreement and does not receive funding from the Granting Authority and therefore does not have a right to charge costs or claim contributions from the Granting Authority. The Associated Partner must ensure its own funding for the implementation of the Project. However, certain terms and conditions of the Grant Agreement and its Annexes are applicable to the Associated Partner. The Coordinator will share a copy of the signed Grant Agreement and information on any amendments with the Associated Partner.

The Associated Partner hereby commits to implement the Project tasks attributed to it in Annex 1 of the Grant Agreement.

In addition, the Associated Partner hereby commits especially to the following articles of the Grant Agreement and related regulations of Annex 5:

- Proper implementation of the Action (Article 11)
- Participants with Special status (Article 10)
- Conflicts of interest (Article 12)
- Confidentiality and security (Article 13)
- Ethics and values (Article 14)
- Intellectual property rights – Background and Results – Access rights and rights of use (Article 16)
- Visibility (Article 17.2)
- Specific rules for carrying out the Action (Article 18)
- Information obligations (Article 19)
- Record-keeping (Article 20)
- Continuous reporting (Article 21.1)

The Associated Partners supports the Beneficiaries regarding their exploitation, dissemination and Open Science obligations and commits to contribute to the technical and continuous reporting during and after the implementation of the Project.

Furthermore, the Associated Partner hereby explicitly agrees to cooperate with and grants access to bodies according to Article 25 of the Grant Agreement (the Granting Authority, the European Anti-Fraud Office



(OLAF), the European Public Prosecutor's Office (EPPO), the European Court of Auditors (ECA), so that these bodies can carry out checks, reviews, audits and investigations also towards the Associated Partner.

Any Associated Partner from a non-EU country undertakes to comply additionally with any other obligation arising from Art. 10.1 of the Grant Agreement.

In case of termination or being declared a Defaulting Party, an Associated Partner shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable costs occurring to the other Parties for performing this Associated Partner's tasks and the costs for additional efforts necessary to implement the Project.

Moreover, the Associated Partner shall indemnify the other Parties for any claim of the Granting Authority under Article 33.2 of the Grant Agreement against them, as far as the claim has been caused by this Associated Partner's actions or omissions during Grant Agreement preparation, Project implementation or after Project end. Regarding such claims the Associated Partner's special liability is limited to the amount the Granting Authority claims from the Beneficiaries under Article 33.2 of the Grant Agreement as a result of the acts or omissions of the Associated Partner.

The Associated Partner must assist the Beneficiaries in dealing with any disputes between the Beneficiaries and the Granting Authority under Article 33.2 of the Grant Agreement arising out of the Associated Partner's actions or omission during the Project implementation.

Should the Associated Partner be obliged to sign a separate agreement concerning its funding for the Project, it is the responsibility of the Associated Partner to ensure such agreement is not in conflict with this Consortium Agreement.

4.7 Specific responsibilities regarding reporting and implementation

4.7.1 Reports

The Beneficiaries commit to continuously issue Internal Financial Reports. The Internal Financial Reports shall be issued to the Coordinator according to the frequency specified in the Detailed Budget Plan. Beneficiaries shall provide justifications for their underspending and overspending upon request of the Coordinator.

4.7.2 Proper implementation

Each Party shall perform its tasks in accordance with the Consortium Plan and contribute to the completion of their work packages.

If a work package cannot be completed, the Parties must collaborate to propose an Amendment to the Grant Agreement for that work package via an alternative solution.

4.7.3 Termination reports

A Party leaving the Project shall issue a termination report to the AMB and the Coordinator in accordance with Article 32 of the Grant Agreement on the activities implemented by it and completion of its work share in the work packages it is involved in for the period until its termination takes effect.



5. Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its entities under the same control) exercising its Access Rights.

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

For any remaining contractual liability, a Party's general aggregate liability towards the other Parties collectively shall be limited to:

- for Beneficiaries, once the Beneficiary's share of the maximum grant amount of the Project as identified in Annex 2 of the Grant Agreement;
- for Associated Partners, the amount of € 539,500 for ARCHIMEDE SOLUTIONS SARL (AS).

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a wilful act or to the extent that such limitation is not permitted by applicable law.

5.3 Liability restrictions for third parties

No Party shall assert any claim for damages caused in connection with the performance or non-performance of an obligation under this Consortium Agreement against representatives, staff or other auxiliary persons of another Party. This shall however not exclude claims against auxiliary persons to the extent that the damage was caused by their wilful act or to the extent that such exclusion is not permitted by law.

It is expressly agreed between the Parties that auxiliary person means, in particular, but not limited to, any employee, director and subcontractor, or any other person as understood by Belgian case law.

5.4 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Consortium Agreement or from its use of Results or Background.



5.5 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure.

Each Party will notify the General Assembly of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the General Assembly.

5.6 Export control

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement due to a restriction resulting from applicable import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

Each Party will notify the General Assembly of any such restriction without undue delay. If the consequences of such restriction for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the General Assembly.

The Parties acknowledge that International Organisations are generally exempt from export and import prohibitions or restrictions when it exports or imports goods and items instrumental to its official activities.

6. Governance structure

6.1 General structure

The organisational structure of the consortium shall comprise the following Consortium Bodies:

- **General Assembly (GA)** as the ultimate decision-making body of the Project with responsibility for the overall execution of the Action and supervisory role for the execution and strategy of the Project. The GA formulates proposals and takes decisions in accordance with procedures set out in the consortium agreement. The GA provides direction to the Activity Management Board (AMB).
- **Activity Management Board (AMB)** is in charge of regularly monitoring the progress of the Project and of the day-to-day management of the work packages of the Project. The AMB monitors the progress of deliverables to assess the individual and overall implementation of the Project. The AMB makes necessary decisions concerning taking part in and the coordination of key events of the Project. It supports the project to create and maintain a high-quality, coherent and functional forward view, and to use the insights arising in useful organisational ways.
- **Project Steering Board (PSB)** is an internal advisory body for the strategy of the Project. It is responsible for helping with the project alignment with the broader ecosystems of the participating RIs, reporting on relevant strategic initiatives/projects from the RIs to the RI-SCALE project, and advising on the adoption of RI-SCALE technologies within the RI ecosystems beyond the project (time and use cases). It shall report to and be accountable to the AMB.



- **Technical Coordination Board (TCB)** is responsible for the definition of the technical plan and its execution. It oversees technical plans and their coherence across WPs, DEP deployments and validation plans and activities, supervises the activity of the design, implementation and validation of the Data Exploitation Platform and supports identification of risks related to the technical implementation of the project.
The **TCB** is accountable to the **AMB**.
- **Ethics Board (EB)** is the internal advisory body responsible for monitoring the ethics and data protection issues in the Project. The advisory body is responsible for monitoring the ethics and data protection issues in the project.
The **EB** advises the **TCB**.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as "Member"):

- should be present or represented at any meeting;
- shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings

The chairperson of a Consortium Body shall convene meetings of that Consortium Body.

Consortium Body	Ordinary meeting	Extraordinary meeting
GA	At least once every 18 months	At any time upon written request of the AMB or 1/3 of the Members of the GA or the Coordinator.
AMB	At least monthly	At any time upon written request of any Member of the AMB
PMO	Every two weeks	At any time upon written request of any Member of the PMO
TCB	At least monthly	At any time upon written request of any Member of the TCB
PSB	Every 4 months	At any time upon written request of any Member of the PSB
EB	Every 2 months	At any time upon written request of any Member of the EB
IEG	Bi-annually	At any time upon written request of any Member of the IEG

6.2.2.2 Notice of a meeting

The chairperson of a Consortium Body shall give notice in writing of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.



Consortium Body	Ordinary meeting	Extraordinary meeting
GA	30 calendar days	15 calendar days
AMB	14 calendar days	7 calendar days
PMO	14 calendar days	7 calendar days
TCB	14 calendar days	7 calendar days
PSB	14 calendar days	7 calendar days
EB	14 calendar days	7 calendar days
IEG	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

Consortium Body	Ordinary meeting	Extraordinary meeting
GA	14 calendar days	10 calendar days
AMB	7 calendar days	3 calendar days
PMO	7 calendar days	3 calendar days
TCB	7 calendar days	3 calendar days
PSB	7 calendar days	3 calendar days
EB	7 calendar days	3 calendar days
IEG	7 calendar days	3 calendar days

6.2.2.4 Adding agenda items

Any agenda item requiring a decision by the Members of a Consortium Body must be identified as such on the agenda.

Any Member may add an item to the original agenda by written notice to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

Consortium Body	Ordinary meeting	Extraordinary meeting
GA	10 calendar days	7 calendar days
AMB	3 calendar days	2 calendar days
PMO	3 calendar days	2 calendar days



Consortium Body	Ordinary meeting	Extraordinary meeting
TCB	3 calendar days	2 calendar days
PSB	3 calendar days	2 calendar days
EB	3 calendar days	2 calendar days
IEG	3 calendar days	2 calendar days

6.2.2.5

During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda for discussion - however, no decision may be taken on this item unless all Members of this Consortium Body are present or represented at the meeting.

6.2.2.6

Meetings of each Consortium Body may also be held by tele- or videoconference or other telecommunication means.

6.2.2.7

Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.4.

6.2.2.8

Any decision may also be taken without a meeting if

- The chairperson circulates to all Members of the Consortium Body a written document, which is then agreed by a two-thirds (see Section 6.2.3) of all Members of the Consortium Body.
- Such a document shall include a reasonable deadline for responses.

The chairperson shall thereafter inform all the Parties of the outcome of the vote as applicable, to allow any Party to potentially exercise its veto right in accordance with Section 6.3.1.7.

Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.2.4, no Member has sent an objection in writing to the chairperson. The decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.

6.2.3 Voting rules and quorum

6.2.3.1

Each Member of a Consortium Body present or represented in the meeting shall have one vote. Votes shall be cast online within 15 calendar days after the day of the meeting unless otherwise decided by the Consortium Body.

When decided by the Consortium Body, an online vote may be held without a meeting by providing all the information via email or other means.



The Associated Partner(s) is/are excluded from voting on and vetoing the following decisions of the General Assembly (6.3.1) and therefore are not counted towards any respective quorum:

- Financial changes to the Consortium Plan
- Distribution of EU contribution among the Beneficiaries
- Proposals for changes to Annex 2 of the Grant Agreement to be agreed by the Granting Authority
- Decisions related to Section 7.1.4 of this Consortium Agreement

Regarding unanimity or majority decisions, only Members with voting rights regarding the item are taken into account.

6.2.3.2

A Party which the GA has declared, or which the General Assembly votes to declare, according to Section 4.2, to be a Defaulting Party may not vote.

6.2.3.3

A Party which the General Assembly has declared, or which the General Assembly votes to declare, to have a conflict of interest according to Section 4.5 may not vote.

6.2.3.4

Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast, unless explicitly otherwise defined in this Agreement.

6.2.4 Minutes of meetings

The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. The chairperson shall send the draft minutes to all Members within 10 calendar days of the meeting.

The minutes shall be considered as accepted if, except otherwise stated in the specific board Sections below, within fifteen (15) calendar days from receipt, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes

The chairperson shall send the accepted minutes to all the Members, and to the Coordinator, who shall retain copies of them.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly (GA)

In addition to the rules described in Section 6.2, the following rules apply:

6.3.1.1 Members



The General Assembly (GA) shall consist of one representative of each Party (hereinafter GA Member) and the chairpersons of the AMB and the TCB.

The representative may appoint an ad-hoc substitute or proxy to attend and vote at any meeting.

The AMB and TCB chairpersons are non-voting members of the GA.

6.3.1.2

Each GA Member with voting rights shall be deemed to be duly authorized to deliberate, negotiate and decide on all matters listed in Section 6.3.1.6 of this Agreement.

6.3.1.3

The chairperson of the GA will be elected by the GA Members with voting rights during the first GA meeting. The mandate of the chair is for 18 months and can be renewed.

6.3.1.4

The Parties agree to abide by all decisions of the GA in relation to the project. This does not prevent the Parties from exercising their veto rights, according to Section 6.3.1.7, or to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.5

An Affiliated Entity of a Party can appoint one representative and a deputy, either of whom is authorized to attend the GA as observer.

6.3.1.6 Decisions

The GA shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

In addition, all proposals made by the AMB shall also be considered and decided upon by the GA.

The following decisions shall be taken by the GA.

Content, finances and Intellectual Property Rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority.
- Changes to the Consortium Plan.
- Modifications or withdrawal of Background in Attachment 1 (Background Included).
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3)
- Additions to Attachment 4 (Identified entities under the same control).
- Approval of the "Supplementary Information: Detailed Budget Plan".

Evolution of the consortium



- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal
- Proposal to the Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

Breach, defaulting party status and dispute resolution

- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Subject to sections 11.7 and 11.8 of this Consortium Agreement, steps to be taken for dispute resolution purposes and the coverage of relevant costs in case of claims of the parties of the consortium against a Party (Section 7.1.4)

In the case of abolished tasks as a result of a decision of the General Assembly, Members shall rearrange the tasks of the Parties concerned. Such rearrangement, subject to the approval of the Granting Authority via amendment of the Grant Agreement, shall take into consideration any prior legitimate commitments which cannot be cancelled.

6.3.1.7 Veto rights

A Member which can show that its own work, time for performance, costs, liabilities, Intellectual Property Rights or other legitimate interests would be severely affected by a decision of the GA may exercise a veto with respect to the corresponding decision or relevant part of the decision.

When the decision is foreseen on the original agenda, a Member may veto such a decision during the meeting only.

When a decision has been made on a new item added to the agenda before or during the meeting, a Member may veto such a decision during the meeting or and within 15 calendar days after the receipt of the draft minutes of the meeting are sent. A Party that is not appointed to participate in a particular Consortium Body of may veto a decision within the same number of calendar days after the minutes of the meeting are made available to them.



When a decision has been taken without a meeting, a Member may veto such a decision within 15 calendar days after the written notification by the chairperson about the outcome of the vote.

Upon request by the chairperson of the GA, the exercise of the veto shall be supported by a written justification by the Member exercising such veto. The justification shall be made available to all Members.

In case of exercise of veto, the Members of the GA shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

A Party requesting to leave the consortium may not veto decisions relating thereto.

6.3.2 Activity Management Board (AMB)

In addition to the rules described in Section 6.2, the following rules apply:

6.3.2.1 Members

The AMB shall be composed of Work Packages Leaders (voting members), and Project Manager, Project Director, Technical Coordinator, Innovation Manager, Quality & Risk Manager (non voting members).

6.3.2.2 Meetings

The Coordinator shall chair all meetings of the AMB, unless decided otherwise by a simple majority of the AMB members with voting rights.

The chairperson shall convene ordinary meetings of the AMB unless decided otherwise by a majority of two-thirds and shall also convene extraordinary meetings at any time if needed for Project implementation.

Meetings of the AMB are usually held by tele- or videoconference or other telecommunication means.

The chairperson of the AMB meetings shall take minutes of each meeting. The chairperson shall send draft minutes to all members within 7 calendar days of the meeting.

The minutes shall be considered as accepted if, within 7 calendar days from receipt, no member has sent an objection to the chairperson with respect to the accuracy of the draft minutes by written notice.

The chairperson shall send the accepted minutes to all Parties, and, if applicable, to the Coordinator, or if not to the General Assembly who shall retain copies of them.

6.3.2.3 Tasks

The AMB, with due respect to the Grant Agreement including Annex I (Description of Action) thereto, shall in particular:



The AMB shall oversee the progress of the Project with respect to the Description of Action (DoA); The AMB shall support the Project to create and maintain a high-quality, coherent and functional forward view, and to use the insights arising in useful organisational ways.

The AMB shall monitor the reporting, Project Deliverables and milestones.

The AMB shall make necessary decisions concerning taking part in and the coordination of key events of the Project.

The AMB shall make necessary decisions concerning the execution of the Consortium Plan and shall support Beneficiary's spending reviews.

The AMB shall be responsible for:

- Supporting the Coordinator in preparing meetings with the Granting Authority and in preparing related information and deliverables;
- Supporting the Coordinator in the collection of information regarding the termination report and amendment procedures in case of termination of a Party's participation;
- Suggesting performance indicators for the determination of proper completion of work packages to the General Assembly.
- Keeping track of the effective and efficient implementation of the Project, based on the Consortium Plan, particularly regarding the completion of the work package activities in tasks and deliverables of each Party (see Section 4.6);
- Continuously checking that the progress of work packages corresponds to the Consortium Plan, and assessing the status of completion;
- Evaluating suggestions of the Work Package Leaders for the reallocation of tasks and budget in Work packages;
- Making suggestions for amendments to Annex 1 and Annex 2 of the Grant Agreement to the General Assembly, especially if restructuring is required to enable the finalisation of non-completed work packages or in case of termination of a Party;

6.3.2.4 Voting rules

Decisions should be sought to be taken by consensus or otherwise by a two-thirds majority of the votes cast.

6.3.2.5 Escalation

Issues not resolved in the AMB shall be submitted to the GA.



6.4 Coordinator

6.4.1

The Coordinator shall be the intermediary between the Parties and the Granting Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

6.4.2

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Granting Authority
- preparing the meetings, proposing decisions and preparing the agenda of General Assembly meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings.
- preparing the meetings and preparing the agenda of AMB meetings
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

If one or more of the Parties is late in submission of any Project deliverable, the Coordinator may nevertheless submit the other Parties' Project deliverables and all other documents required by the Grant Agreement to the Granting Authority in time.



6.4.3

If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Granting Authority to change the Coordinator.

6.4.4

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement.

6.4.5

The Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Grant Agreement.

6.5 Specific roles**6.5.1 Project Director (PD)****6.5.1.1**

The PD supports the PM in representing the Project towards the Granting Authority and external stakeholders in matters that concern policy, cooperation and strategy.

- The execution of the overall project technical plan and its implementation as decided by the GA;
- The scientific coordination of the Project;
- The coordination of external liaisons involving the project and external stakeholders for matters which concern the technical activities of the Project;
- The chairing of the PSB;
- The co-coordination of technical integration and validation (deputise the TC);
- The co-chairing of the AMB.

6.5.1.2

The PD role is appointed by the Project Coordinator among its staff.

6.5.2 Project Manager (PM)

6.5.2.1 The PM is responsible for the overall project management including administrative and financial management within and across work packages to ensure that the project is carried out efficiently and in accordance with contractual obligations. Key responsibilities notably include, but are not limited to:

- The implementation of GA resolutions having legal or financial impact on beneficiaries;
- Financial and administrative project management and contingency planning;
- Monitoring of the Project for proper action implementation;
- The management of communications with the Granting Authority for all project administrative and financial matters.
- The chairing of the AMB
- The oversight of administration and finance management

6.5.2.2

The PM role is appointed by the Project Coordinator.

6.5.3 Technical Coordinator (TC)

6.5.3.1

The TC is responsible for the technical activity plans to meet the overall scientific and technical objectives of the Project, and for executing the scientific and technical activities under the direction of the PSB. The TC key responsibilities notably include, but are not limited to:

- The execution of the overall project technical plan and its implementation as decided by the PSB;
- The scientific and technical coordination of the Project;
- The coordination of external liaisons involving the project and external stakeholders for matters which concern the technical activities of the Project;
- The oversight of technical integration;
- The coordination of the TCB

6.5.3.2

The TC role is appointed by the Project Coordinator among its staff.

6.5.4 Quality and Risk Manager (QRM)

6.5.4.1

The QRM is responsible for supporting the Project Manager in his/her/their project management activities. The QRM key responsibilities notably include, but are not limited to:

- Designs and implementing the Quality and Risk Plan of the work
- Overseeing the preparation of deliverables and reviews, practicalities concerning the functioning of the management boards, and the tools and metrics that will be applied
- Ensure that risk identification and analysis are performed, and risk controls are defined
- Financial management support

6.5.4.2

The QRM role is appointed by the Project Coordinator among its staff.

6.5.5 Innovation Manager (IM)

6.5.5.1

The IM is responsible for carrying out the activities under the innovation management and exploitation task within the Project. The IM key responsibilities notably include, but are not limited to:

- The oversight of all activities related to innovation with the establishment, implementation and operation of innovation management process that ensures all project results are systematically captured, assessed for exploitation readiness and validated.
- The organization of the necessary meetings and workshops to support the Parties along the full innovation management lifecycle.
- The support to the definition and maintenance of the project exploitation plan



- The creation of a register of the results generated by the project that collects, for each, the necessary information on ownership, IPR, access conditions, etc. and to help monitoring their compliance with Grant Agreement and Consortium Agreement
- The resolution of issues related to access and use rights for background and 3rd party assets needed for the implementation and exploitation of the Project
- The monitors and support of exploitation activities in the context of external collaborations
- The liaison with the Communication Manager for the dissemination of the results, exploitation outcomes and success stories, and with the necessary Governance Boards and Partners.

6.5.5.2

The IM role is appointed by the Project Coordinator among its staff.

6.5.6 Communication Manager (CM)

6.5.6.1

The CM is responsible for communication activities, events management, dissemination of the Project as well as project results promotion. The CM key responsibilities notably include, but are not limited to:

- The definition and management of communication activities, dissemination and event plans for the Project in collaboration with the Innovation Manager
- The support and advice on communication matters with potential stakeholders through the AMB
- Coordination of communication and event activities with complementary grants
- The IM is responsible for carrying out the activities under the innovation management and exploitation task within the Project. The IM key responsibilities notably include, but are not limited to:

6.5.6.2

The CM role is appointed by the Project Coordinator.

7. Financial provisions

This section of the Consortium Agreement only applies to Parties who are Beneficiaries.

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The Coordinator shall provide a bank account dedicated to the management of payment transfers for the Project by the Granting Authority to the Coordinator and by the Coordinator to the Beneficiaries.

The financial contribution of the Granting Authority to the Project shall be distributed by the Coordinator according to:

- the Consortium Plan
- the approval of reports by the Granting Authority, and



- the provisions of payment in Section 7.2 'Payments'.

A Beneficiary shall be funded only for its tasks carried out in accordance with the Consortium Plan.

Each Beneficiary shall ensure that it has at all times the funds necessary to fulfil its obligations under the Grant Agreement and this Agreement.

In case a Beneficiary does not have the necessary funds to fulfil its obligations under the Grant Agreement or this Agreement, in order to mitigate impact on the execution of the Consortium Plan, the Beneficiary shall immediately report the situation to the Coordinator (or to the General Assembly if the Beneficiary without the necessary funds is the Coordinator). All communications shall be in writing within 7 calendar days from the occurrence of the event.

Each Beneficiary is responsible for its own budget and the budget share of its Affiliated Entities. For an under-spending Affiliated Entity, the Lead Beneficiary is responsible for the repayment of the undue pre-financing. The Beneficiary linked to an Affiliated Entity undertakes to promptly inform the Affiliated Entity of any communication made by the Granting Authority, or the Coordinator, involving the Affiliated Entity's costs.

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Beneficiary shall be solely responsible for justifying its costs (and those of its Affiliated Entities, if any) with respect to the Project towards the Granting Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Granting Authority.

7.1.3 Funding Principles

A Beneficiary that spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its units/actual duly justified eligible costs only. The General Assembly may decide to re-allocate budgets, either based on a proposition from the AMB, the Coordinator or on its own initiative, the relevant unspent part of a Beneficiary's budget as established by a Beneficiary's spending review.

A Beneficiary that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

7.1.4 Excess payment

A Beneficiary that has received excess payment

- (a) if the payment received from the Coordinator exceeds the amount declared or
- (b) if a Beneficiary has received payments but, within the last period of the Project, its real Project costs fall significantly behind the costs it would be entitled to according to the Consortium Plan.

In case a Beneficiary has received excess payment, the AMB has to inform the Coordinator and the Beneficiary has to return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 30 days upon request for return of excess payment from the Coordinator, the Beneficiary is in substantial breach of the Consortium Agreement.



In the event that the Coordinator has exhausted all legal possibilities against the breaching Party, amounts which are not refunded by a breaching Beneficiary and which are not due to the Granting Authority nor to negligent management of project funds by the Coordinator, shall be apportioned by the Coordinator to the remaining Beneficiary pro rata according to their share of total costs of the Project as identified in the Consortium Budget / Annex 2 of the Grant Agreement and the Detailed Budget Plan, until recovery from the breaching Party is possible.

The General Assembly decides on any dispute resolution proceedings to be taken against the breaching Party according to Section 6.3.1.6.

7.1.5 Revenue

In case a Beneficiary earns any revenue that is deductible from the total funding as set out in the Consortium Plan, the deduction is only directed toward the Beneficiary earning such revenue. The other Beneficiaries' financial share of the budget shall not be affected by one Beneficiary's revenue. In case the relevant revenue is more than the allocated share of the Beneficiary as set out in the Consortium Plan, the Beneficiary shall reimburse the funding reduction suffered by other Beneficiaries.

7.1.6 Financial Consequences of the termination of the participation of a Beneficiary

A Beneficiary leaving the consortium shall refund to the Coordinator any payments it has received except the amount of contribution accepted by the Granting Authority.

In addition, a Defaulting Beneficiary shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Beneficiaries in order to perform the leaving Beneficiary's task and necessary additional efforts to fulfil them as a consequence of the Party leaving the consortium. The General Assembly should agree on a procedure regarding additional costs which are not covered by the Defaulting Beneficiary or the Mutual Insurance Mechanism. In absence of any alternative agreement, any such additional costs shall be apportioned by the Coordinator to the remaining Beneficiaries pro rata according to their share of total costs of the Project as identified in the Consortium Budget, and shall be transferred promptly to the Coordinator.

7.1.7 Changes to the Project budget

For any change for which the Granting Authority requests a formal amendment, a vote from the General Assembly will be required to ratify the aforesaid amendment. Any change to the budget shall be conditional to the ratification of such change by the Granting Authority in accordance with Article 5.5 and 39 of the Granting Agreement.

For any change for which the Granting Authority does not request a formal amendment, the decision of the General Assembly, upon proposal from AMB shall be considered as accepted if, within fifteen (15) calendar days from confirmation of receipt of the AMB proposal, no member of the General Assembly has objected in written form to the Coordinator.

A Beneficiary who wishes to request a change to the Project budget, shall give written notice to the Coordinator.



7.1.8 Financial reporting

Beneficiaries shall provide Internal Financial Reports, following the structure defined by the Coordinator, according to the schedule below.

For this purpose, the Coordinator will provide an online platform for gathering financial information.

Project Month	Schedule
Project Month M9	First Internal Financial Report
Project Month M18	Financial Report input to the Periodic Report
Project Month M27	Second Internal Financial Report
Project Month M36	Financial Report input to the Periodic Report

The Coordinator shall be responsible for gathering financial reports, monitoring the reported costs and for providing periodic reports to the General Assembly.

7.1.9 Financial risk management

The Coordinator shall promptly inform the General Assembly in the event risks are identified concerning the financial capacity of a Beneficiary or its ability to complete its tasks in the Project.

In the event of significant under or over-spending by one or more Beneficiaries, the Consortium shall identify the consequences of the deviations.

The General Assembly has the responsibility to define mitigation actions to treat financial risks. The General Assembly, either based on a proposition from the Coordinator or on its own initiative, may decide to implement mitigation and contingency measures with the purpose to reduce the level of financial risk.

Possible mitigation and contingency measures include: changes to the agreed payment schedule for the concerned Beneficiaries, the gathering of additional information strictly related to the financial reporting of the project and complementary to the Internal Financial Reports and activity progress reports, and the transfer of activities and budget to other Parties.

In addition to the Mutual Insurance Mechanism described in the Grant Agreement, the Coordinator will withhold 4% of the total Grant Amount from the first prefinancing payment to the Beneficiaries as a Security Reserve until completion of the Project. The Security Reserve shall cover the financial risk associated with non-recovery of sums by the Coordinator in case of Defaulting Parties as defined in Section 4.2. This reserve will be used as a last resort when no other option is possible. The use of the Security Reserve has to be voted on during a General Assembly according to section 6.3.1.3

In the event of no or partial use of the Security Reserve during the Project, after final payment by the Granting Authority the remaining amount shall be returned by the Coordinator to the Beneficiaries proportionally to their share of the total amount of costs accepted by the Granting Authority.

In the event the Coordinator is charged any negative interest to the Coordinator's bank account for the management of Project prefinancing (see section 7.1.3), and no alternative solution is found to avoid this cost,



subjected to the decision of the General Assembly, the Beneficiaries accept to contribute to such cost by refunding the Coordinator proportionally to their share of the budget.

7.2 Payments

7.2.1 Payments to Beneficiaries

Payments to Beneficiaries are the exclusive task of the Coordinator.

In particular, the Coordinator shall:

- notify the Beneficiary concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references of bank payments.
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts, including financial risk management under Section 7.1.
- undertake to keep the Granting Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

With reference to Article 22 of the Grant Agreement, no Beneficiary shall before the end of the Project receive more than its allocated share of the maximum grant amount less:

- the amounts retained by the Granting Authority for the Mutual Insurance Mechanism and for the final payment and
- the amounts retained by the Coordinator for the Security Reserve.

The Beneficiary is responsible for recovering undue prefinancing from its Affiliated Entities.

7.2.2 Payment mode

The transfer of the initial prefinancing, the additional prefinancings (if any) and interim payments to Parties will be handled in accordance with Article 22.1. and Article 7 of the Grant Agreement following this payment schedule set in the Detailed Budget Plan.

In the event the financial capacity of a Beneficiary is assessed to be weak or insufficient by the Granting Authority, no prefinancing shall be distributed and installments will be set in a Detailed Budget Plan specific to the concerned Beneficiary, providing installments to cover the realisation of the next deliverables.

Funding for costs accepted by the Granting Authority will be paid by the Coordinator to the Party concerned.

The Affiliated Entities linked to a Beneficiary shall receive their respective grant amount foreseen in the Grant Agreement according to their budget share in case of prefinancing and the costs accepted by the Granting Authority in case of the interim and the final payment, by payment made by the Beneficiary to which they are linked. Such payment shall be made once the respective Beneficiary receives the above-mentioned amount from the Coordinator. This excludes Associated Partners not entitled to receive funding (Art 9 - Grant Agreement) and Affiliated Entities in-kind contribution (Art 9 - Grant Agreement).



The Beneficiary linked to the Affiliated Entity undertakes to promptly inform the Affiliated Entity of any communication made by the Granting Authority or the Coordinator involving such costs.

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

The Parties must ensure that they can fulfil all their obligations under this Consortium Agreement and the Grant Agreement in relation to Results generated by their employees, personnel or their subcontractors.

8.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 16.4 and its Annex 5, Section Ownership of results, with the following additions: .

Unless otherwise agreed in a written agreement:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) compensation under Fair and Reasonable Conditions.

The joint owners shall agree on all protection measures and the division of related costs prior to any licensing and/or exploitation of the joint results.

8.3 Transfer of Results

Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section "Transfer of ownership".

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) of this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to such a transfer to listed third parties according to the Grant Agreement Article 16.4 and its Annex 5, Section Transfer of licensing of results, sub-section "Transfer of ownership", 3rd paragraph.

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties under the Consortium Agreement and the Grant Agreement will not be affected by such transfer. Any addition to Attachment (3) after signature of this Consortium Agreement requires a decision of the General Assembly.

The Parties recognise that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give at least 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.



The Parties agree however that the concerned Party will use reasonable endeavors to give the respective notification as soon as possible.

The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.

8.4 Dissemination

For the avoidance of doubt, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.4 as far as Confidential Information is involved.

8.4.1 Dissemination of own (including jointly owned) Results

8.4.1.1

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 30 calendar days before the publication or a request for publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 15 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

By exception to the 30 calendar days' notice, the prior notice period shall be reduced to 15 calendar days for the following dissemination activities: poster presentations, slides and abstracts for oral presentations at scientific meetings. In this case, any objection to the planned dissemination shall be made in writing to the Coordinator and to the Party or Parties proposing the dissemination within 10 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the dissemination is permitted.

8.4.1.2

An objection is justified if

- a) the protection of the objecting Party's Results or Background would be adversely affected, or
- b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
- c) the proposed publication includes Confidential Information of the objecting Party.

The objection has to include a precise request for necessary modifications.

8.4.1.3

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting



information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

8.4.1.4

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

In the case of publications with deadlines, the involved Parties will attempt to solve the issue in an amicable fashion without jeopardizing the deadline.

8.4.2 Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

8.4.3 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

8.4.4 Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

9 Access Rights

9.1 Background included

In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

Any Party may add additional Background to Attachment 1 during the Project provided they give written notice to the other Parties. However, approval of the General Assembly is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

Any Access Rights granted exclude any rights to sublicense unless expressly stated otherwise.



Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis.

Access Rights are granted on a non-transferable basis if not otherwise agreed in writing by the Parties concerned.

Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

The requesting Party must show that the Access Rights are Needed.

9.3 Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions upon signature of a separate written agreement between the Parties concerned.

Access rights to Results for non-commercial research and for teaching activities shall be granted on a royalty-free basis.

9.4.2

Access Rights to Background if Needed for Exploitation of a Party's own Results, shall be granted on Fair and Reasonable conditions upon signature of a separate written agreement between the Parties concerned.

9.4.3

A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

9.5 Access Rights for entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control"; if they are identified in Attachment 4 (Identified entities under the same control) to this Consortium Agreement.

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's



entity under the same control listed in Attachment 4. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

The Party shall ensure that its entities under the same control which obtain Access Rights in return fulfil all obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such entities were Parties.

Access Rights may be refused to entities under the same control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any entity under the same control are subject to the continuation of the Access Rights of the Party with whom it is under the same control and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

Further arrangements with entities under the same control may be negotiated in separate agreements.

9.6 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the General Assembly to terminate its participation in the consortium.

9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation.

It may request Access Rights within the period of time specified in Section 9.4.3.

9.7.2.2 Access Rights to be granted by any leaving Party



Any Party leaving the Project shall continue to grant Access Rights pursuant to the Grant Agreement and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

9.8 Specific Provisions for Access Rights to Software

9.8.1 Definitions relating to Software

“Object Code” means Software in machine-readable, compiled and/or executable form including, but not limited to, byte code form and in the form of machine-readable libraries used for linking procedures and functions to other software.

“Software Documentation” means Software information, being technical information used, or useful in, or relating to the design, development, use or maintenance of any version of a Software programme.

“Source Code” means Software in human readable form normally used to make modifications to it including, but not limited to, comments and procedural code such as job control language and scripts to control compilation and installation.

9.8.2 General principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software as far as not modified by this Section 9.8.

Parties' Access Rights to Software do not include any right to receive Source Code or Object Code ported to a certain hardware platform or any right to receive respective Software Documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

10 Non-disclosure of information

All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential” or “sensitive” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the final payment of the Granting Authority (the Coordinator notifies the Associated Partner(s) about the date of the final payment):

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance



with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a competent court or administrative order, subject to the provision Section 10.7 hereunder. This obligation does not alter the status of the information as a Confidential Information and it is still to be treated as confidential with regards to any other party unless the applicable law or regulation explicitly requests full disclosure.

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care:

- ensuring restricted and controlled access to confidential material
- making all users of the information aware that is confidential, and the procedures to be used to keep confidential

Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a competent court or administrative order, or - in the case of an Associated Partner - with a reporting requirement from its national funding authority, it shall, to the extent it is lawfully and reasonably able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.



- Notwithstanding the foregoing, if any Confidential Information relating to a Party is sought from another Party by any governmental body, such Party shall (i) promptly notify the Party of this fact or where the Party is prohibited by applicable law or the governmental body from notifying the Party of such request, so notify the Party promptly upon the lapse, termination, removal or modification of such prohibition, (ii) consult with the Party regarding the Party's response to the demand or request by such governmental body; (iii) cooperate with the Party's reasonable requests to prevent disclosure; (iv) to the extent permissible by law, seek to contest, limit or challenge the demand or request, and request such governmental body to redirect the relevant request for disclosure directly to the Party; (v) provide the Party a true, correct and complete copy of the Party's response to such demand or request; and (vi) keep the Party informed of all developments and communications with the governmental body.

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3)
- Attachment 4 (Identified entities under the same control)

Supplementary Information: Detailed Budget Plan" is a document revised and approved by the General Assembly to supplement this Consortium Agreement with detailed information on the payment schedule.

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.4.3, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Formal and written notices

Any notice to be given under this Consortium Agreement shall be addressed to the recipients as listed in the most current address list kept by the Coordinator.

Any change of persons or contact details shall be immediately communicated to the Coordinator by written notice. The address list shall be accessible to all Parties.



Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery with acknowledgement of receipt.

Written notice:

Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as e-mail with acknowledgement of receipt.

11.4 Assignment and amendments

Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

Nothing in this Consortium Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

This Consortium Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

11.6 Privileges and immunities

Nothing in this Consortium Agreement shall be deemed or interpreted as a waiver, express or implied, of any privileges and immunities accorded to

(i) Parties that are International Organisations under their constituent documents or under international public law, or

(ii) or any other Party under applicable national law.

11.7 Applicable law

This Consortium Agreement shall be construed in accordance with the laws of Belgium excluding its conflict of law provisions as defined in the Data Sheet Article 5 'Consequences of non-compliance, applicable law & dispute settlement forum' of the Grant Agreement.

As an exception, for EMBL and for any dispute involving EMBL, this Consortium Agreement shall, for those issues which are not specifically regulated otherwise herein, be exclusively construed in accordance with and governed by the UNIDROIT Principles.



11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably , shall be finally settled by the courts of Brussels.

Notwithstanding the foregoing, should the dispute involve Parties with International Organisation status, any dispute, upon the filing of a request for arbitration by either Party, shall be referred to and finally determined by arbitration under the rules of arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The place of arbitration shall be Brussels unless otherwise agreed by the conflicting Parties. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon. The award of the arbitration will be final and binding upon the Parties.

For clarity, when an International Organisation is involved in the dispute the Parties are not entitled to seek injunctive relief other than through emergency relief proceedings in accordance with the rules of International Chamber of Commerce

12 Signatures

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

The signature of a Party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each Party receives a fully executed copy of the Agreement. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.



Party 01 STICHTING EGI (EGI.eu)

Science Park 140 – 1098XG Amsterdam, The Netherlands

Signature(s)

Name(s) [REDACTED]

Title(s) Director

Date 11. 9. 2025



**Party 02 BIOBANKS AND BIOMOLECULAR RESOURCES RESEARCH
INFRASTRUCTURE CONSORTIUM (BBMRI-ERIC)**

NEUESTIFTINGTALSTRASSE 2/B/6, GRAZ 8010, Austria,

Signature(s)

Name(s) [REDACTED]

Title(s) Head of Public Affairs

Date 14. 9. 2025



Party 03 Comprimato Systems s.r.o. (COM)

Botanical 554/68a, BRNO 602 00, Czechia,

Signature(s)

Name(s) J [REDACTED]

Title(s) CEO

Date 19. 9. 2025



Party 04 EISCAT SCIENTIFIC ASSOCIATION (EISCAT)

RYMDCAMPUS 1, KIRUNA 981 92, Sweden,

Signature(s)

Name(s) [REDACTED]

Title(s) Head of Administration EISCAT Scientific Association

Date 10. 9. 2025

Signature(s)

Name(s) Philip Pålsson

Title(s) CEO EISCAT AB

Date 18. 9. 2025



Party 05 EURO-BIOIMAGING ERIC (Euro-BioImaging)

PL 123, TURKU 20521, Finland,

Signature(s)

Name(s): [REDACTED]

Title(s): Director General

Date 1. 10. 2025



**Party of EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS
(ECMWF)**

SHINFIELD PARK, READING RG2 9AX, United Kingdom

Signature(s)

Name(s) [REDACTED]

Title(s) Director of Computing

Date 8. 9. 2025



Party 07 EUROPEAN MOLECULAR BIOLOGY LABORATORY (EMBL)

Meyerhofstrasse 1, HEIDELBERG 69117, Germany

Signature(s)

Name(s) [REDACTED]

Title(s) Head of Grants

Date 11. 9. 2025



**Party 08 ORGANISATION EUROPEENNE POUR LA RECHERCHE NUCLEAIRE
(CERN)**

ESPLANADE DES PARTICULES 1 PARCELLE 11482 DE MEYRIN BATIMENT CADASTRAL 1046, GENEVE 23
1211, Switzerland,

Signature(s)

Name(s) [REDACTED]

Title(s) Director for Research and Computing

Date 15. 10. 2025



Party 09 FONDAZIONE CENTRO EURO-MEDITERRANEOSUI CAMBIAMENTI CLIMATICI (CMCC)

VIA MARCO BIAGI 5, LECCE 73100, Italy

Signature(s)

Name(s) [REDACTED]

Title(s) CMCC President and Legal Representative

Date 11. 9. 2025



Party 10 FORSCHUNGSZENTRUM JULICH GMBH (Juelich)

WILHELM JOHNEN STRASSE, JULICH 52428, Germany

Signature(s)

Name(s) i. [REDACTED]

Title(s) Head of External Funding Management

Date: 10. 9. 2025

Signature(s)

Name(s) Prof. Dr. Dr. Th. Lippert

Title(s) Director of JSC

Date: 10. 9. 2025



Party 11 FRAGMENTIX STORAGE SOLUTIONS GMBH (FRA)

Hauptstraße 223-225/7, Kierling 3400, Austria,

Signature(s)

Name(s) [REDACTED]

Title(s) CEO

Date 16. 9. 2025



Party 12 DEUTSCHES KLIMARECHENZENTRUM GMBH (DKRZ)

BUNDESSTRASSE 45A, HAMBURG 20146, Germany

Signature(s)

Name(s) [REDACTED]

Title(s) Director

Date 11. 9. 2025



Party 13 HYPERMETEO SRL (HYP)

VIA NAZIONALE 181, ROMA 00184, Italy

Signature(s)

Name(s) [REDACTED]

Title(s) CEO

Date 17. 9. 2025



Party 14 ISTITUTO NAZIONALE DI FISICA NUCLEARE (INFN)

[Via Enrico Fermi 54, FRASCATI 00044, Italy,

Signature(s)

Name(s) [REDACTED]

Title(s) Director of INFN-CNAF

Date 15. 9. 2025



Party 15 JNP STRATIGIKI KAI EPICHIRISIAKI SYMVOULEFTIKI IKE (JNP)

XANTHOU 17, XALANDRI 15238, Greece

Signature(s)

Name(s) [REDACTED]

Title(s) Managing Director

Date 9. 9. 2025



Party 16 KUNGLIGA TEKNISKA HOEGSKOLAN (KTH)

BRINELLVAGEN 8, STOCKHOLM 100 44, Sweden

Signature(s)

Name(s) [REDACTED]

Title(s) Financial officer

Date 15. 10. 2025



Party 17 LULEA TEKNISKA UNIVERSITET (LTU)

UNIVERSITETSOMRADET PORSON, LULEA 971 87, Sweden,

Signature(s)

Name(s) [REDACTED]

Title(s) Head of Department

Date 18. 11. 2025



Party 18 Masarykova univerzita (MU)

Zerotinovo namesti 9, BRNO 60177, Czechia

Signature(s)

Name(s) [REDACTED]

Title(s) Office director, Research Office

Date 10. 9. 2025



Party 19 MASARYKUV ONKOLOGICKY USTAV (MMCI)

ZLUTY KOPEC 7, BRNO 656 53, Czechia

Signature(s)

Name(s) [REDACTED]

Title(s) Director General

Date 12. 9. 2025



Party 20 MEDIZINISCHE UNIVERSITAT GRAZ (MUG)

NEUESTIFTINGTALSTRASSE 6, GRAZ 8010, Austria

Signature(s)

Name(s) U [REDACTED]

Title(s) Vice-Rector for Research and International Affairs

Date

Signature 9. 9. 2025

Name: Univ.-Prof. Dr. Sarah Heinze

Title: Head of Diagnostic & Research Center for Molecular BioMedicine

Date

Read and acknowledged:

Signature

Name: Dipl.-Ing. Markus Plass, BSc

Date 9. 9. 2025



**Party 21 NATIONAL INFRASTRUCTURES FOR RESEARCH AND TECHNOLOGY
(GRNET)**

LEOFOROS KIFISIAS 7, ATHINA 11523, Greece

Signature(s)

Name(s)

[REDACTED]

Title(s) CEO

Date 16. 9. 2025



Party 22 NEURASPACE SA (NEU)

IPN, RUA PEDRO NUNES, COIMBRA 3030-199, Portugal,

Signature(s)

Name(s) [REDACTED]

Title(s) CEO

Date 9. 9. 2025

Signature(s)

Name(s) Lúcia Figueiredo

Title(s) Administrator

Date 8. 9. 2025



Party 23 T-SYSTEMS INTERNATIONAL GMBH (T-Systems)

HAHNSTRASSE 43D, FRANKFURT AM MAIN 60528, Germany,

Signature(s)

Name(s) [REDACTED]

Title(s) Director of Big Data & Data Analytics Business Unit

Date 3. 12. 2025



Party 24 TECHNISCHE UNIVERSITAET WIEN (TUWien)

KARLSPLATZ 13, WIEN 1040, Austria

Signature(s)

Name(s) [REDACTED]

Title(s) Vice Rector for Research, Innovation and International Affairs

Date 9. 9. 2025



Party 25 TURKIYE BILIMSEL VE TEKNOLOJIK ARASTIRMA KURUMU (TUBITAK)

Ataturk Bulvari 221, ANKARA 06100, Türkiye

Signature(s)

Name(s) [REDACTED]

Title(s) Director of TUBITAK ULAKBIM

Date 8. 9. 2025



Party 26 UNITED KINGDOM RESEARCH AND INNOVATION (UKRI)

POLARIS HOUSE NORTH STAR AVENUE, SWINDON SN2 1FL, United Kingdom,

Signature(s)

Name(s) [REDACTED]

Title(s) Head of CEDA

Date 18. 11. 2025



Party 27 UNIVERSITAT POLITECNICA DE VALENCIA (UPV)

CAMINO DE VERA SN EDIFICIO 3A, VALENCIA 46022, Spain,

Signature(s)

Name(s) [REDACTED]

Title(s) Vice-rector for research

Date 29. 9. 2025



Party 28 UNIVERSITA DEGLI STUDI DI TRENTO (UNITN)

VIA CALEPINA 14, TRENTO 38122, Italy

Signature(s)

Name(s) [REDACTED]

Title(s) Rector

Date 11. 9. 2025



Party 29 ARCHIMEDE SOLUTIONS SARL (AS)

Rue Fort-Barreau 15, 1201 Genève, Switzerland

Signature(s)

Name(s) [REDACTED]

Title(s) Director

Date 15. 9. 2025

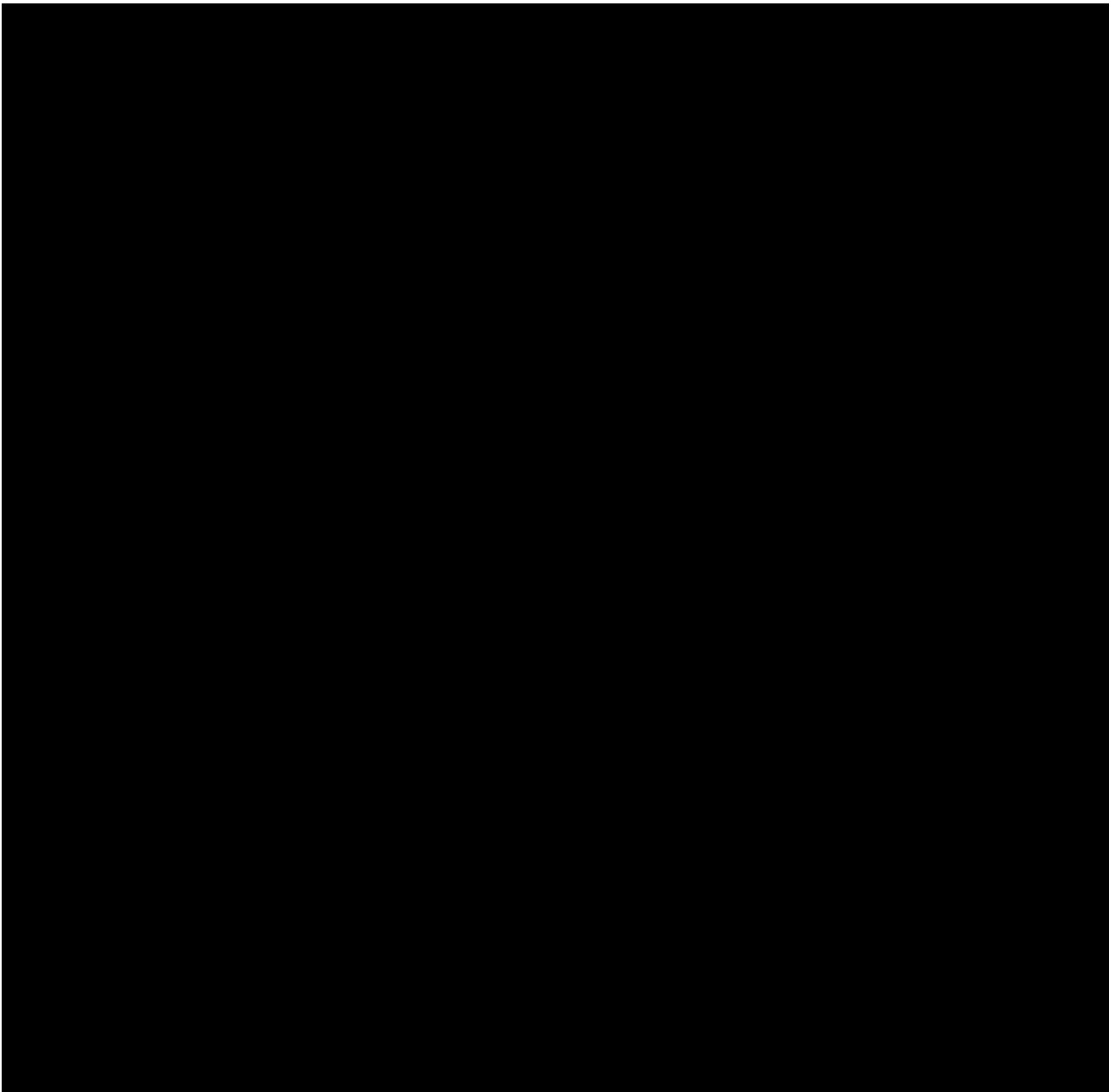


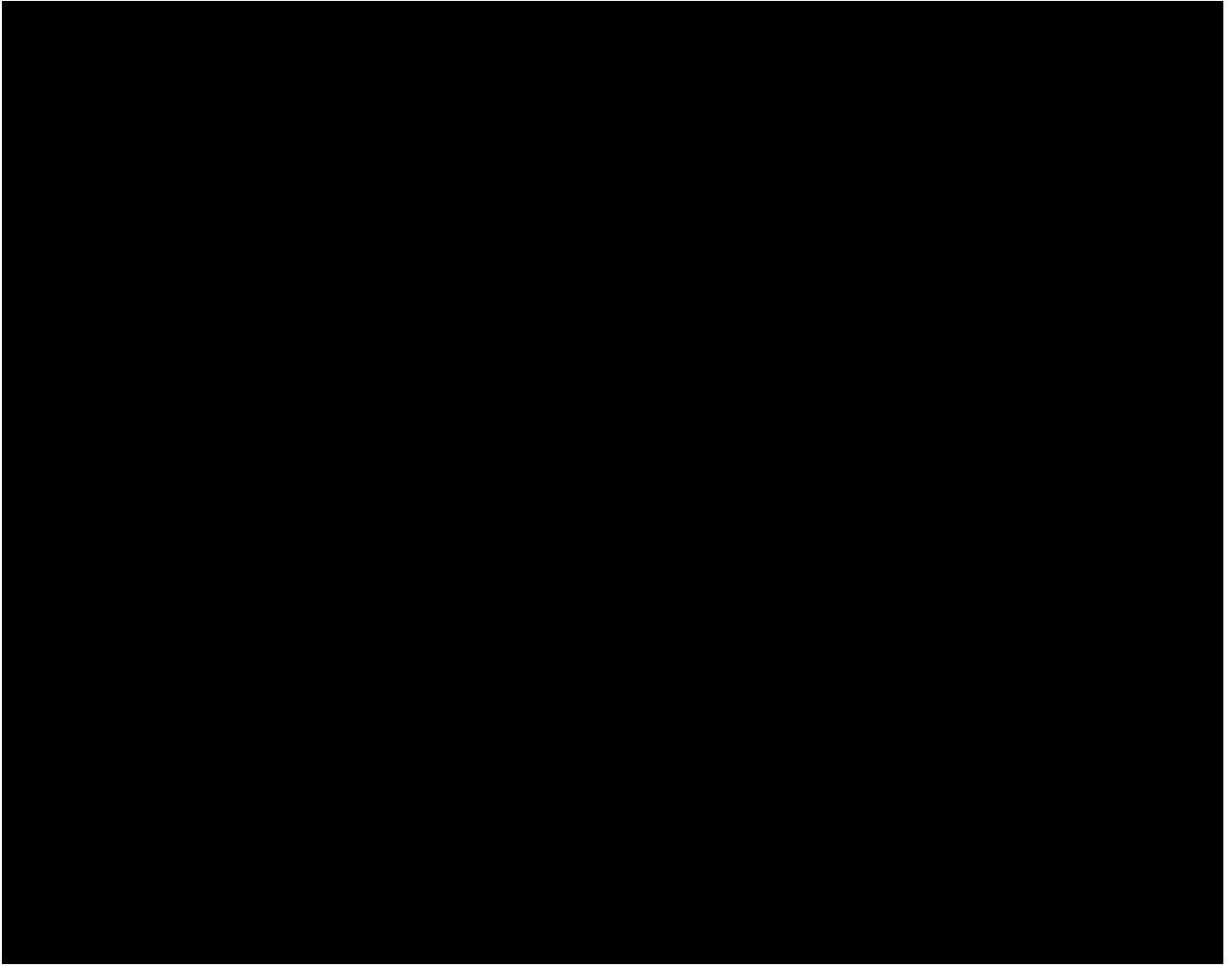
Attachment 1: Background included

According to the Grant Agreement (Article 16.1) Background is defined as “data, know-how or information (...) that is (...) needed to implement the Action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

PARTY 01 - STICHTING EGI (EGI.eu)

As to **STICHTING EGI (EGI.eu)**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.
Specific limitations and/or conditions shall be as mentioned hereunder:





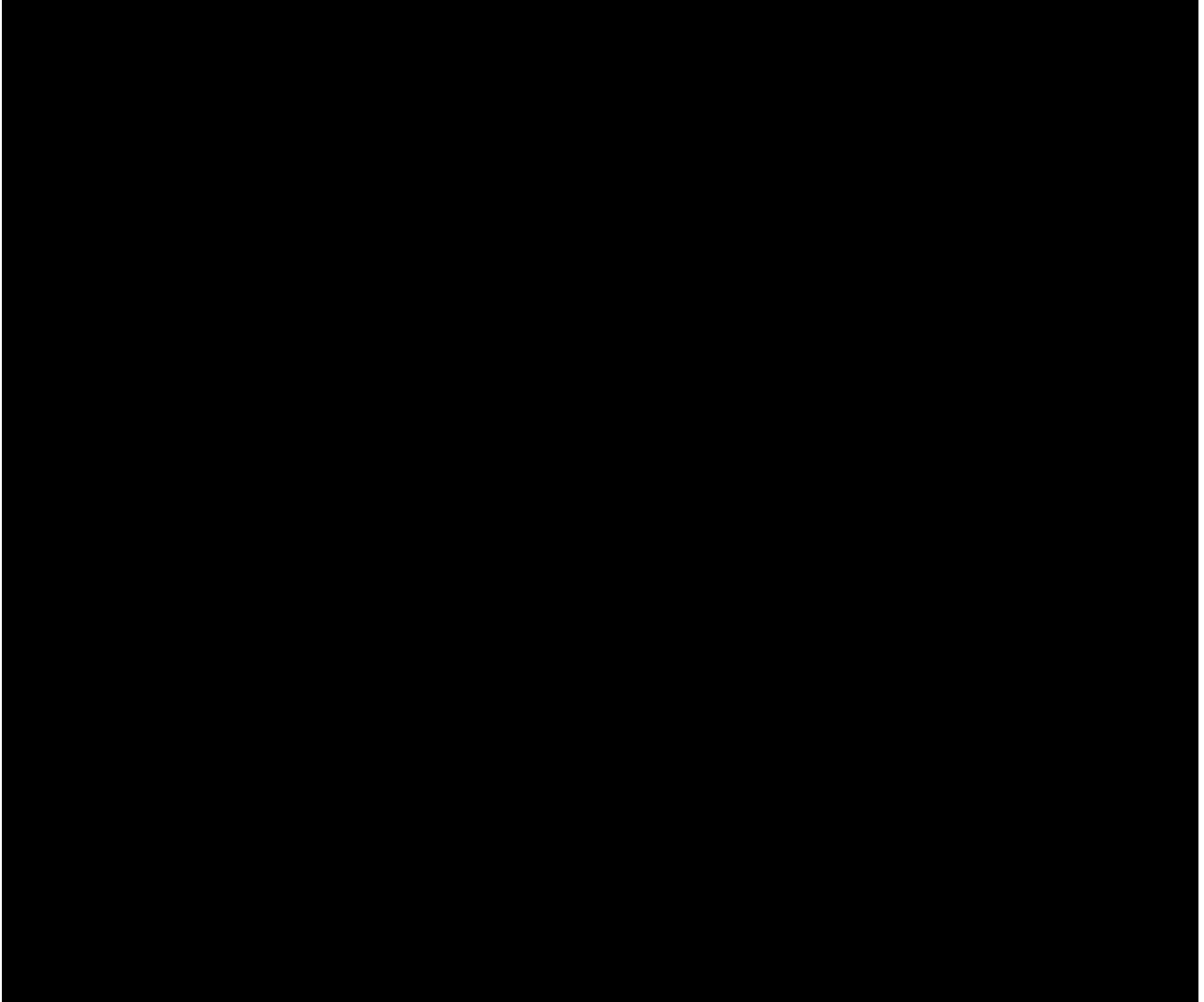
This represents the status at the time of signature of this Consortium Agreement.



**PARTY 02 - BIOBANKS AND BIOMOLECULAR RESOURCES RESEARCH
INFRASTRUCTURE CONSORTIUM (BBMRI-ERIC) (BBMRI-ERIC)**

As to **BBMRI-ERIC**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:



This represents the status at the time of signature of this Consortium Agreement.



PARTY 03 - COMPRIMATO SYSTEMS (COM)

As to **COM**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:



This represents the status at the time of signature of this Consortium Agreement.



PARTY 04 - EISCAT SCIENTIFIC ASSOCIATION (EISCAT)

As to **EISCAT**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:

No data, know-how or information of EISCAT is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.



PARTY 05 - EURO-BIOIMAGING ERIC (Euro-Biolmaging)

As to **Euro-Biolmaging**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

No data, know-how or information of Euro-Biolmaging is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.



PARTY 06 - EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS (ECMWF)

As to **ECMWF**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:

No data, know-how or information of ECMWF is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

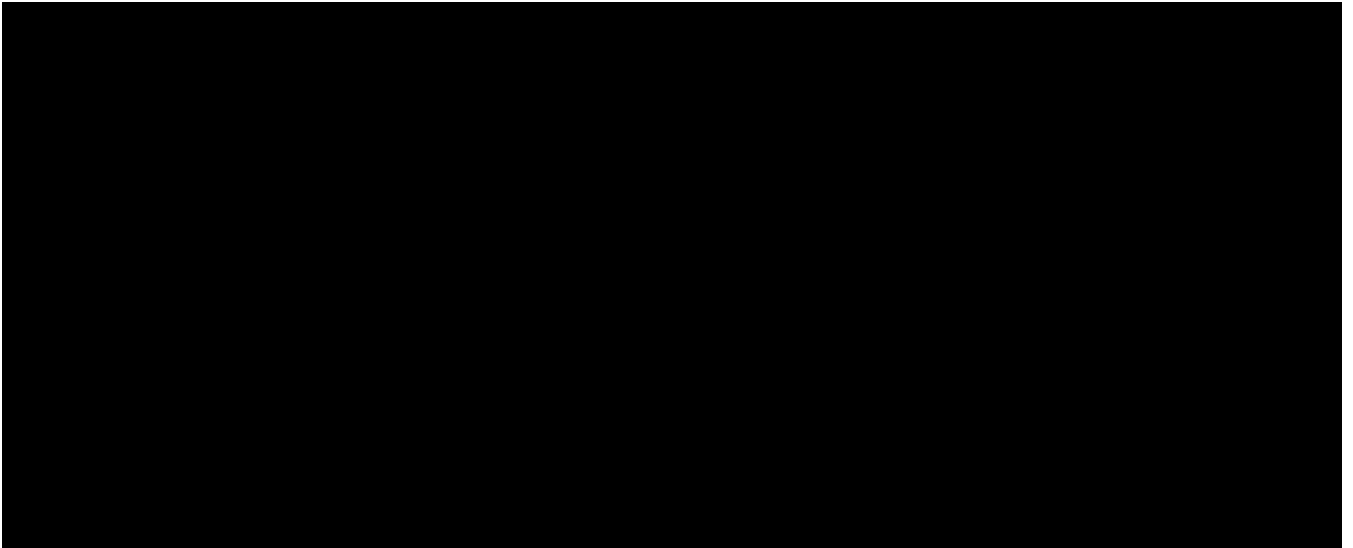
This represents the status at the time of signature of this Consortium Agreement.



PARTY 07 - EUROPEAN MOLECULAR BIOLOGY LABORATORY (EMBL)

As to **EMBL**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:

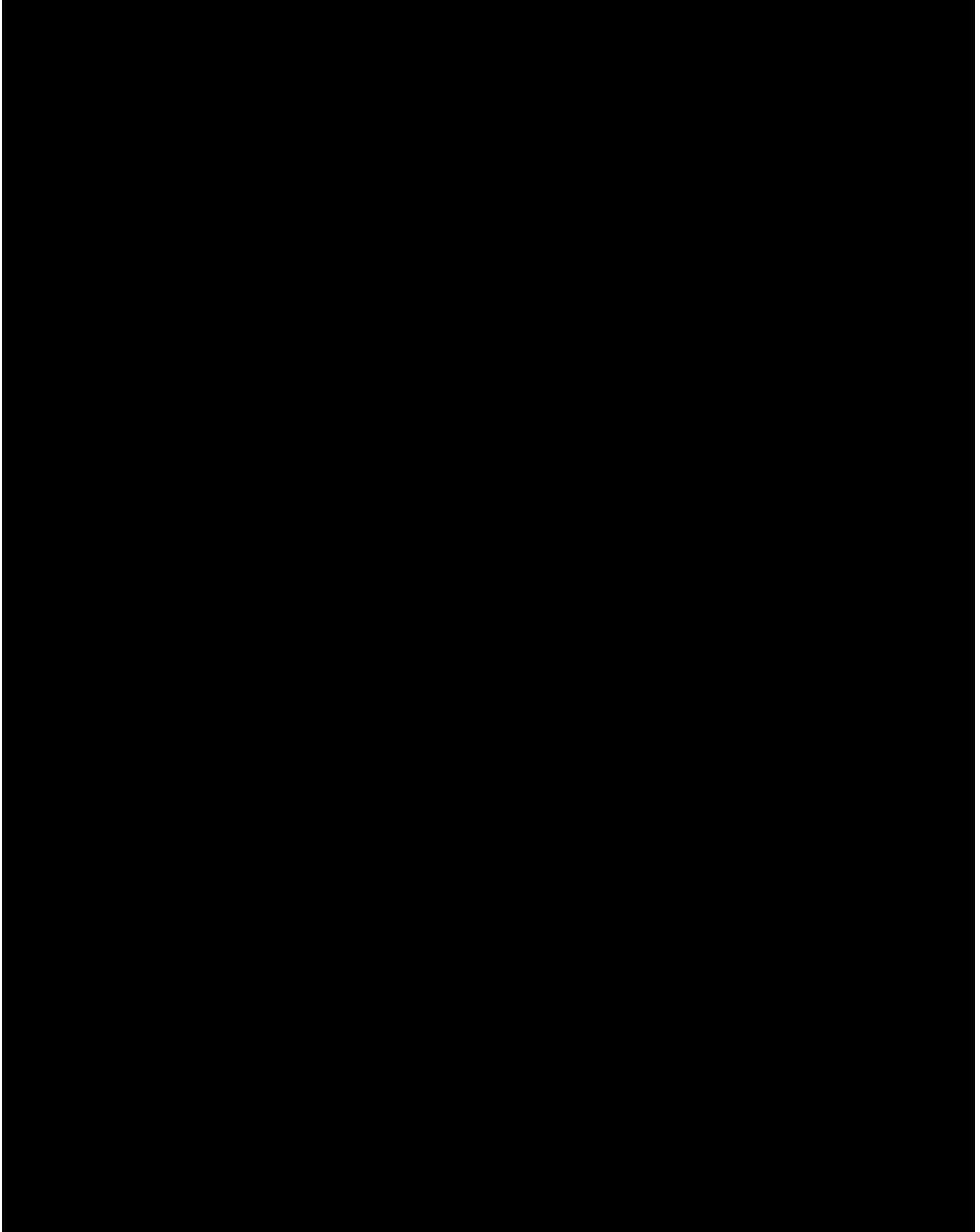


This represents the status at the time of signature of this Consortium Agreement.

PARTY 08 - EUROPEAN ORGANISATION FOR NUCLEAR RESEARCH (CERN)

As to **CERN**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:





Use and Exploitation of Background provided by CERN shall be for non-military purposes only.

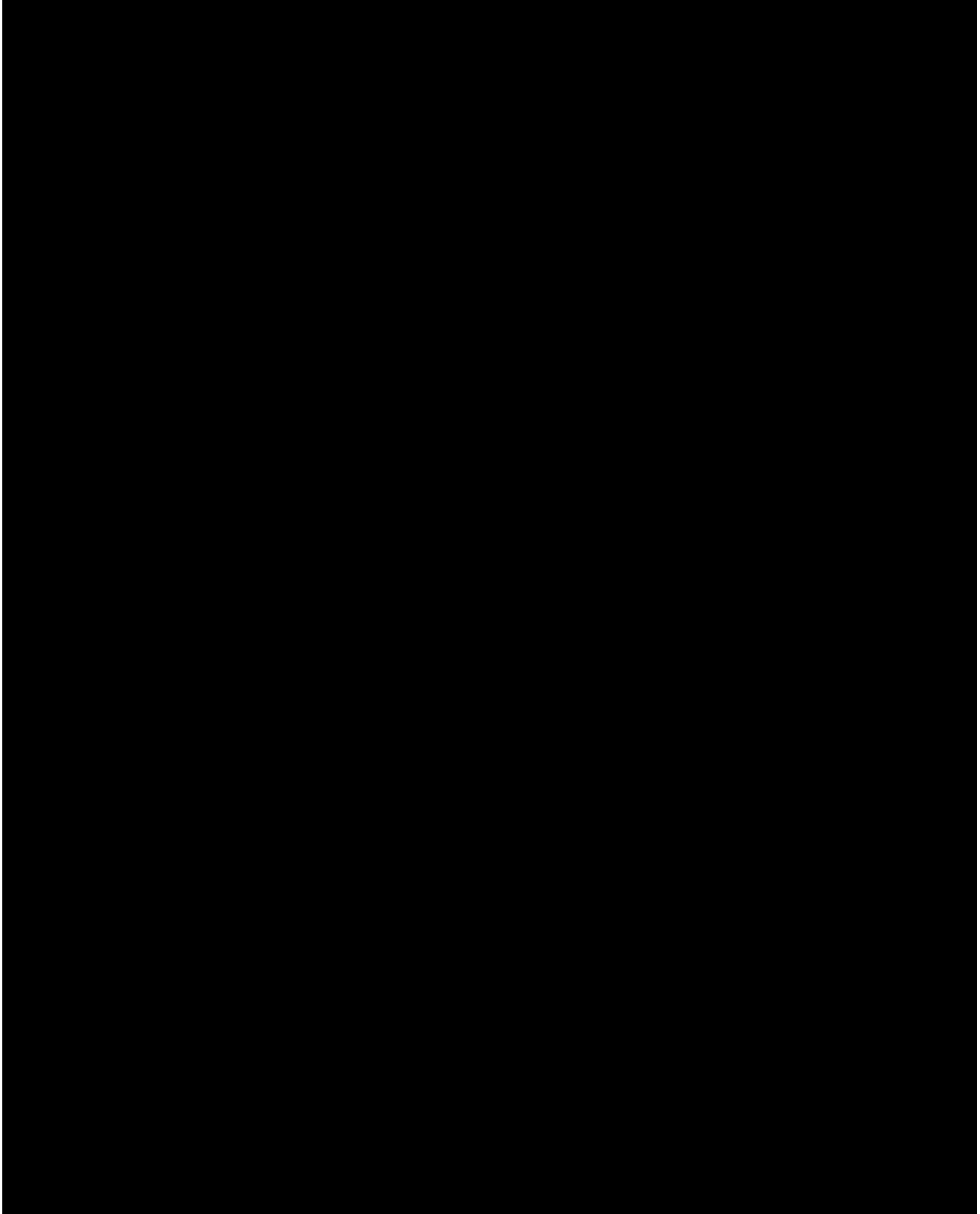
This represents the status at the time of signature of this Consortium Agreement.

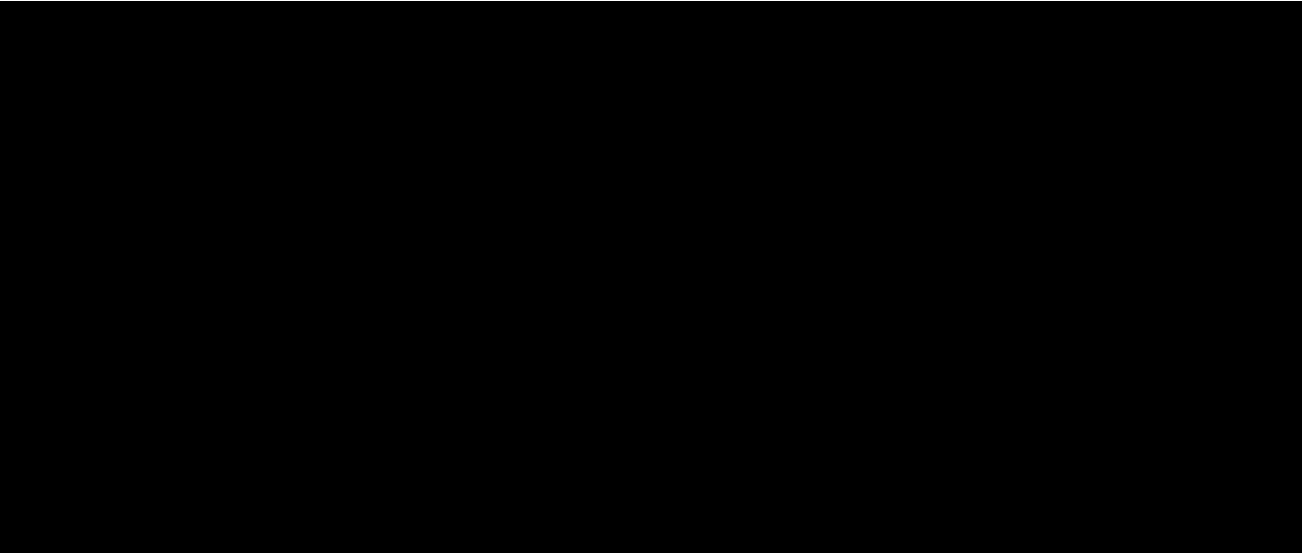


PARTY 09 - FONDAZIONE CENTRO EURO-MEDITERRANEO SUI CAMBIAMENTI CLIMATICI - FONDAZIONE (CMCC)

As CMCC, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:



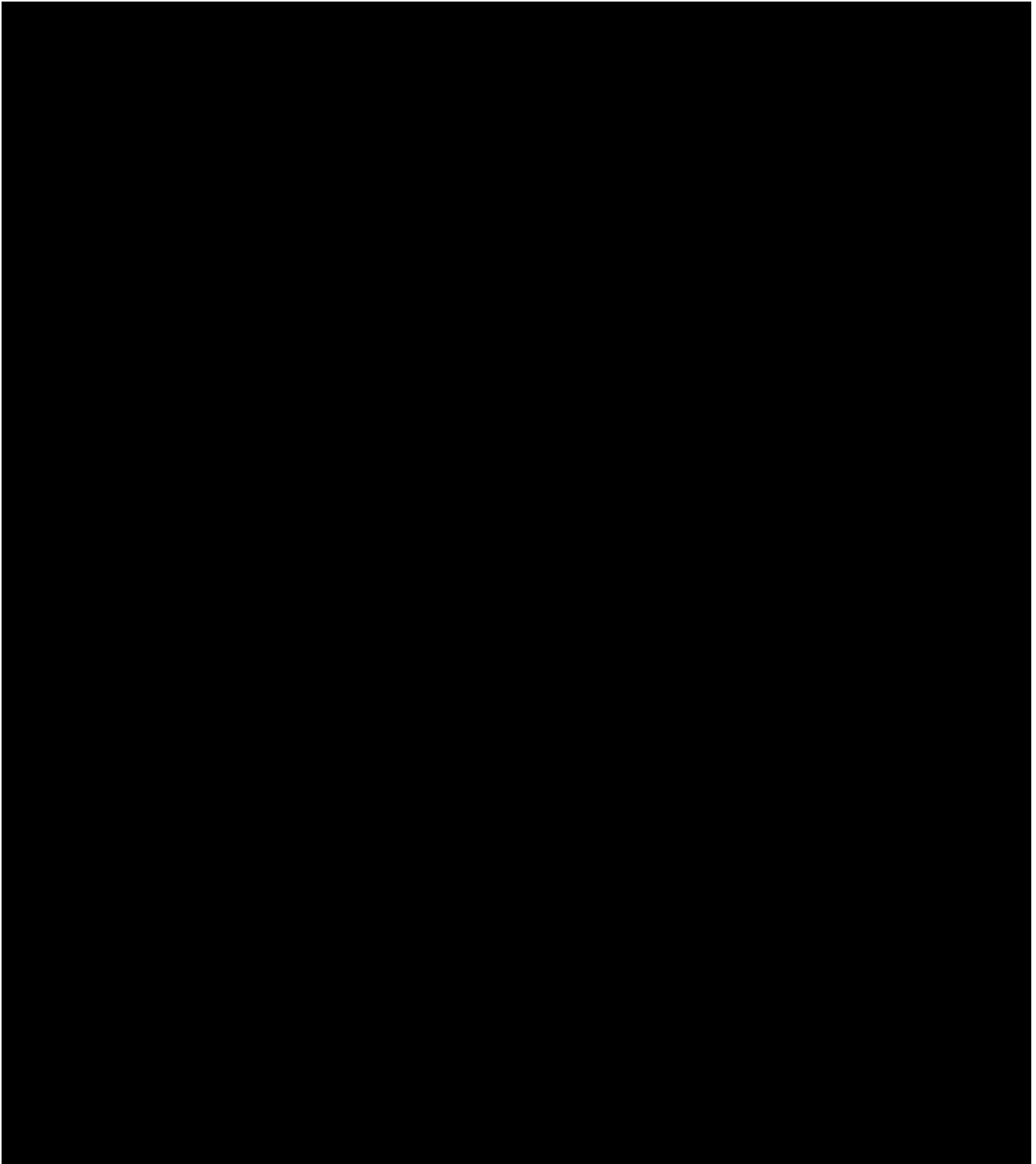


This represents the status at the time of signature of this Consortium Agreement.

PARTY 10 - FORSCHUNGSZENTRUM JÜLICH GMBH (FZJ)

As to **FZJ**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:



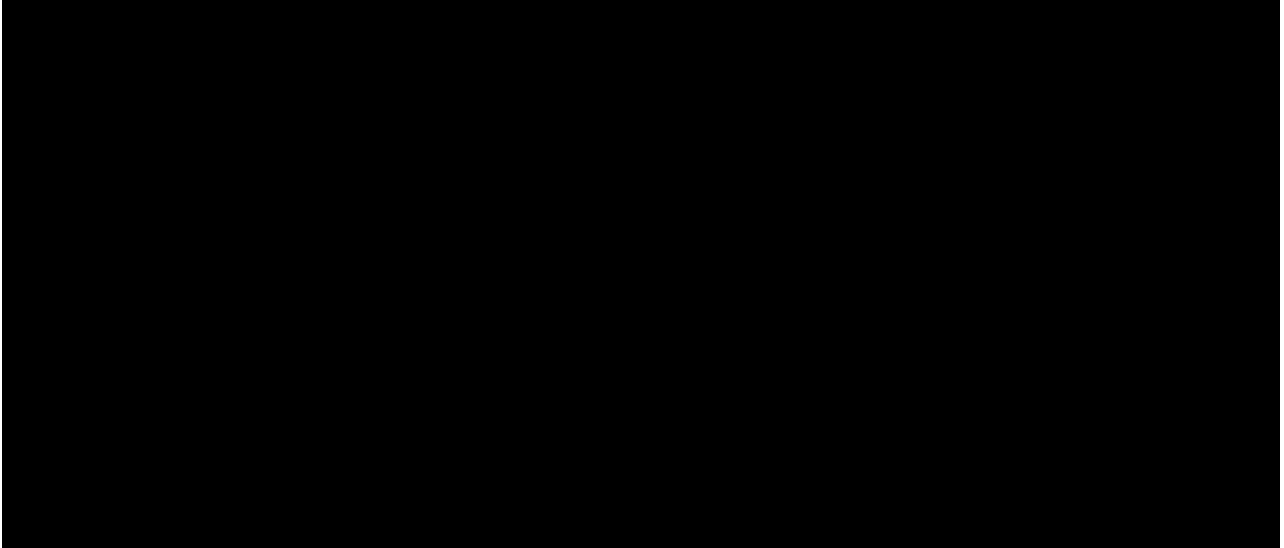
This represents the status at the time of signature of this Consortium Agreement.



PARTY 11 - FRAGMENTIX STORAGE SOLUTIONS GMBH (FRX)

As to **FRX**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:



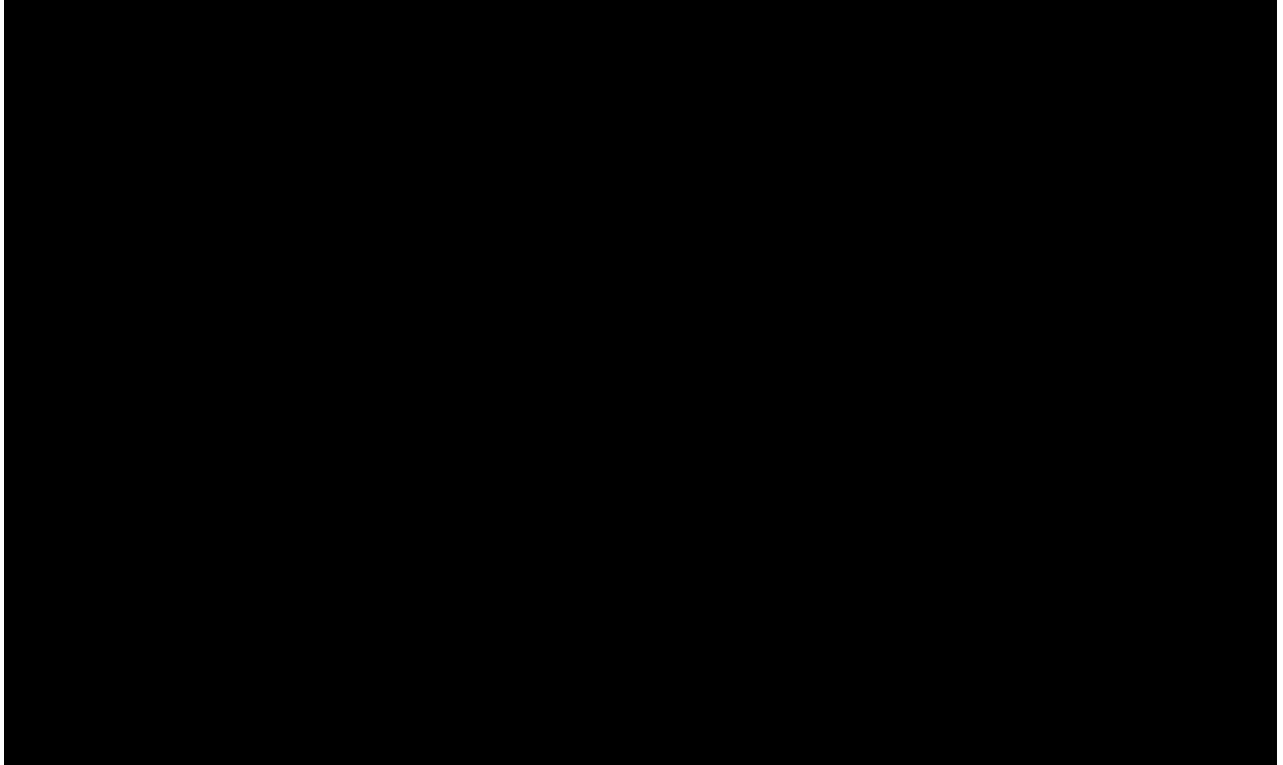
This represents the status at the time of signature of this Consortium Agreement.



PARTY 12 - DEUTSCHES KLIMARECHENZENTRUM (DKRZ)

As to **DKRZ**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:



This represents the status at the time of signature of this Consortium Agreement.

PARTY 13 - HYPERMETEO (HYP)

As to **HYP**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

No data, know-how or information of HYP is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

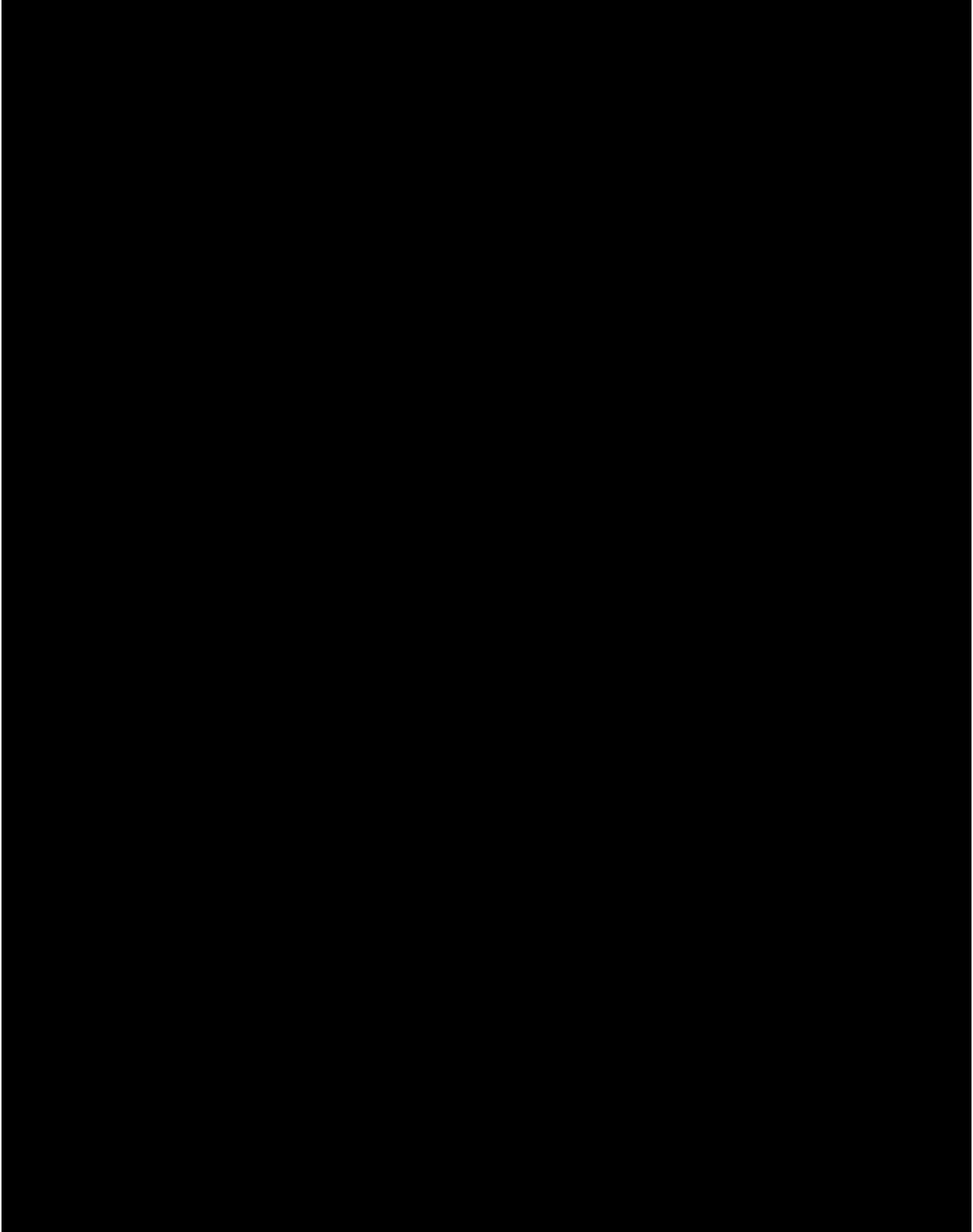
This represents the status at the time of signature of this Consortium Agreement.



PARTY 14 - ISTITUTO NAZIONALE DI FISICA NUCLEARE (INFN)

As to **INFN**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:





This represents the status at the time of signature of this Consortium Agreement.



PARTY 15 - JNP STRATIGIKI KAI EPICHIRISIAKI SYMVOULEFTIKI IKE (JNP)

As to **JNP**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:

No data, know-how or information of JNP is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

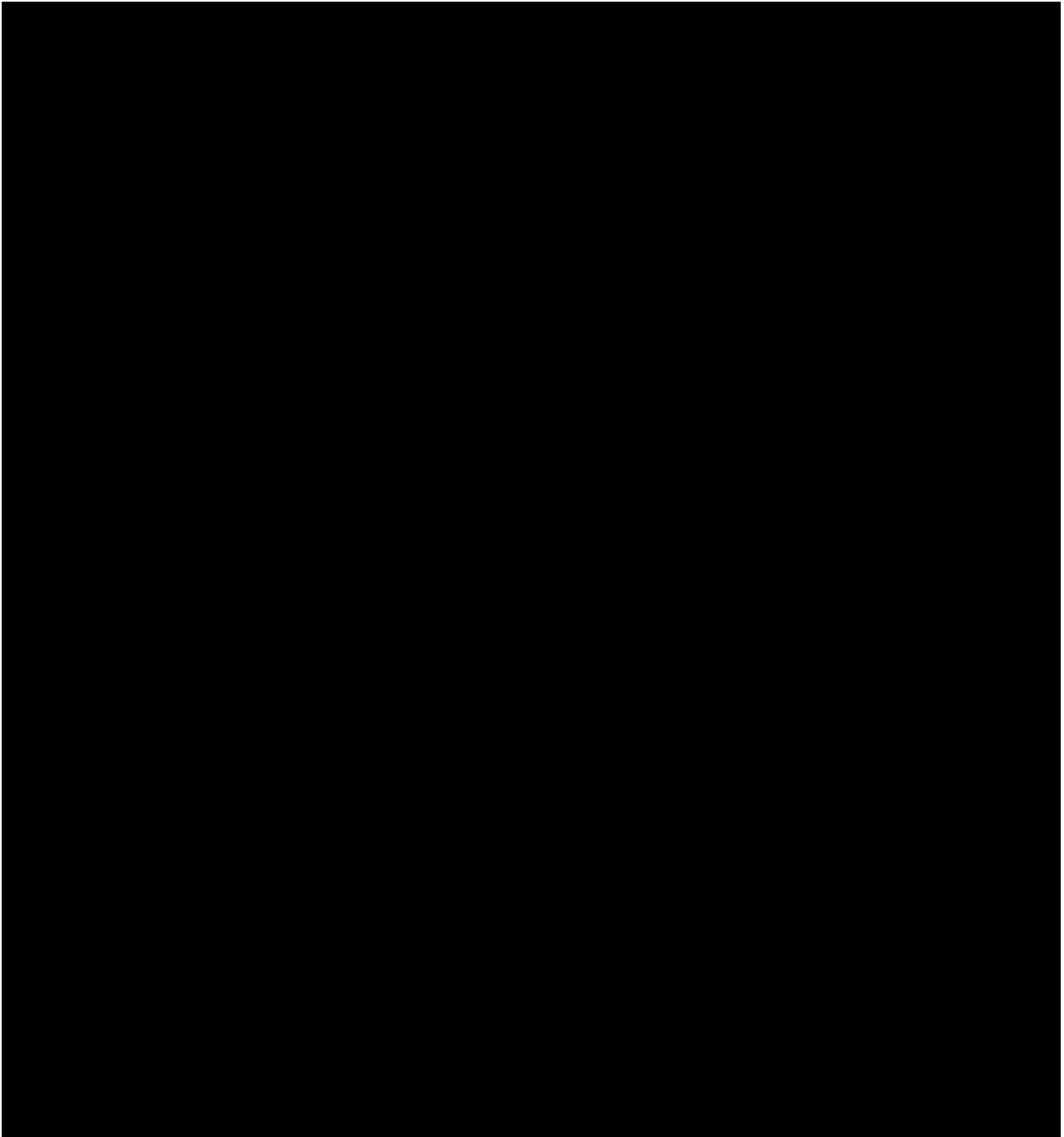
This represents the status at the time of signature of this Consortium Agreement.



PARTY 16 - KUNGLIGA TEKNISKA HÖGSKOLAN (KTH)

As to **KTH**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:



This represents the status at the time of signature of this Consortium Agreement.



PARTY 17 - LULEÅ UNIVERSITY OF TECHNOLOGY (LTU)

As to **LTU**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:

No data, know-how or information of LTU is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

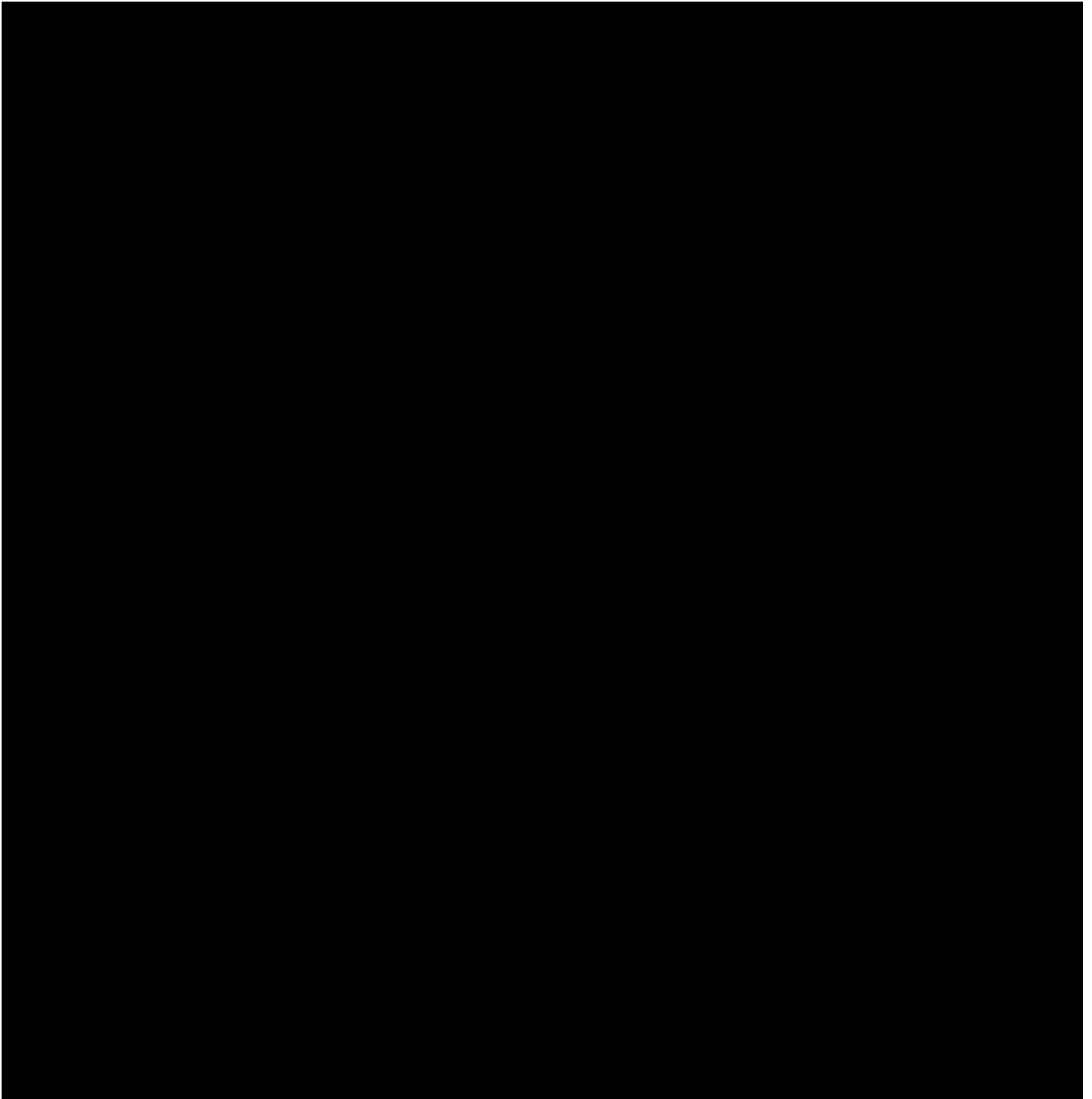
This represents the status at the time of signature of this Consortium Agreement.



PARTY 18 - MASARYKOVA UNIVERZITA (MU)

As to **MU**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:



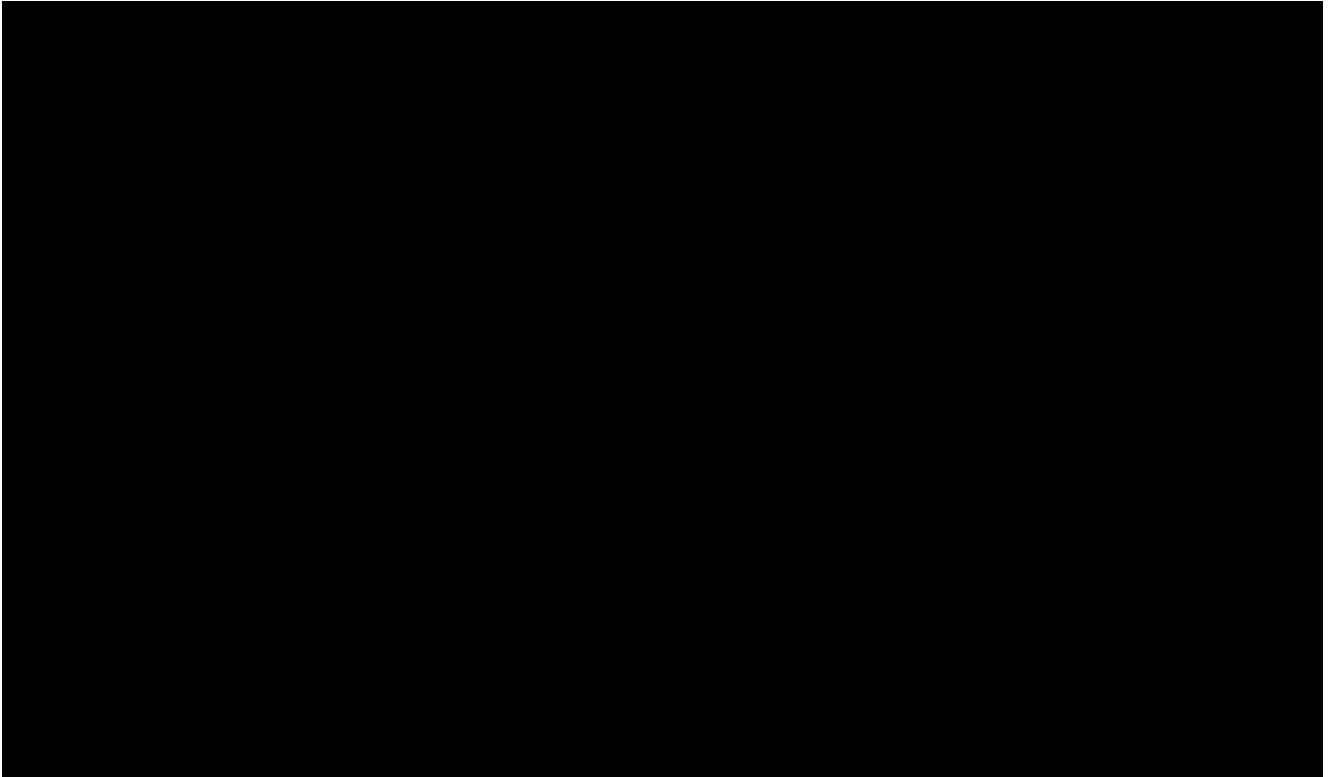
This represents the status at the time of signature of this Consortium Agreement.



PARTY 19 - MASARYKUV ONKOLOGICKY USTAV (MMCI)

As to **MMCI**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:



This represents the status at the time of signature of this Consortium Agreement.



PARTY 20 - MEDIZINISCHE UNIVERSITÄT GRAZ (MUG)

As to **MUG**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:

No data, know-how or information of MUG is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.



PARTY 21 - NATIONAL INFRASTRUCTURES FOR RESEARCH AND TECHNOLOGY SA (GRNET)

As to **GRNET**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:

No data, know-how or information of GRNET is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.



PARTY 22 - NEURASPACE (NEU)

As to **NEU**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:

No data, know-how or information of NEU is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

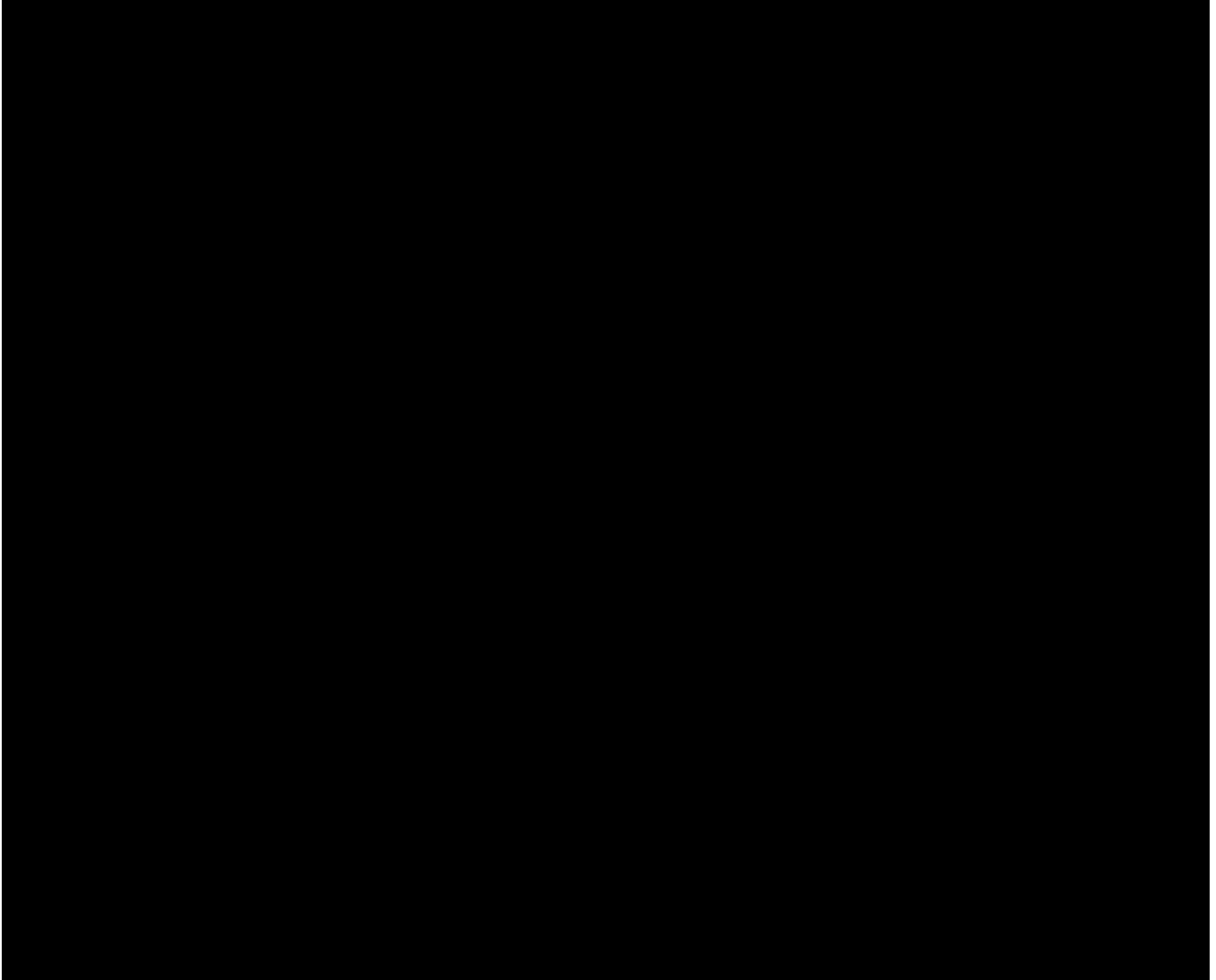
This represents the status at the time of signature of this Consortium Agreement.



PARTY 23 - T-SYSTEMS

As to **T-Systems**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:



This represents the status at the time of signature of this Consortium Agreement.



PARTY 24 - TECHNISCHE UNIVERSITAET WIEN (TUW)

As to **TUW**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:

No data, know-how or information of TUW is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

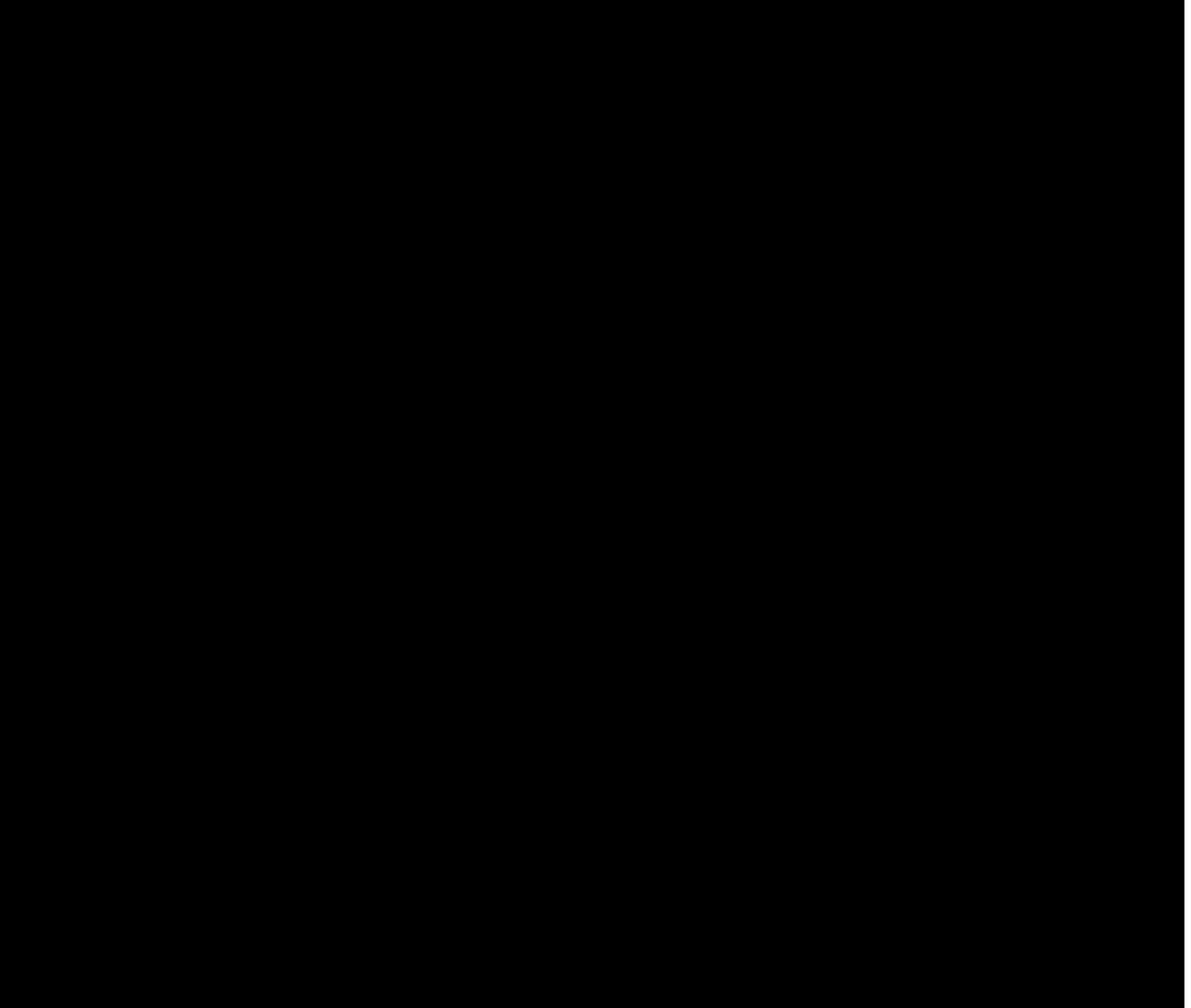
This represents the status at the time of signature of this Consortium Agreement.



PARTY 25 - TURKIYE BILIMSEL VE TEKNOLOJIK ARASTIRMA KURUMU (TUBITAK)

As to **TUBITAK**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:



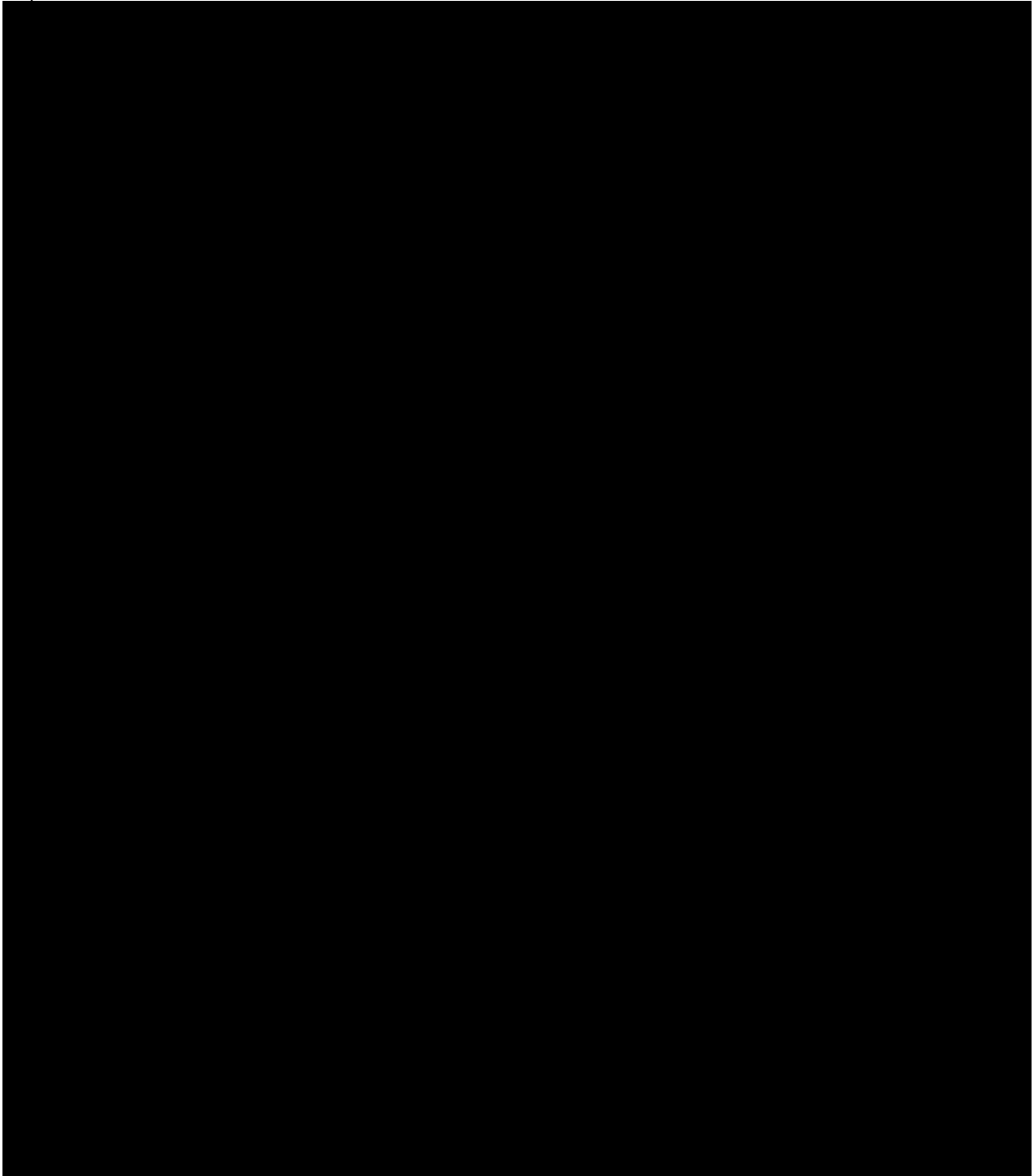
This represents the status at the time of signature of this Consortium Agreement.



PARTY 26 - UNITED KINGDOM RESEARCH AND INNOVATION (UKRI)

As to **UKRI**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:



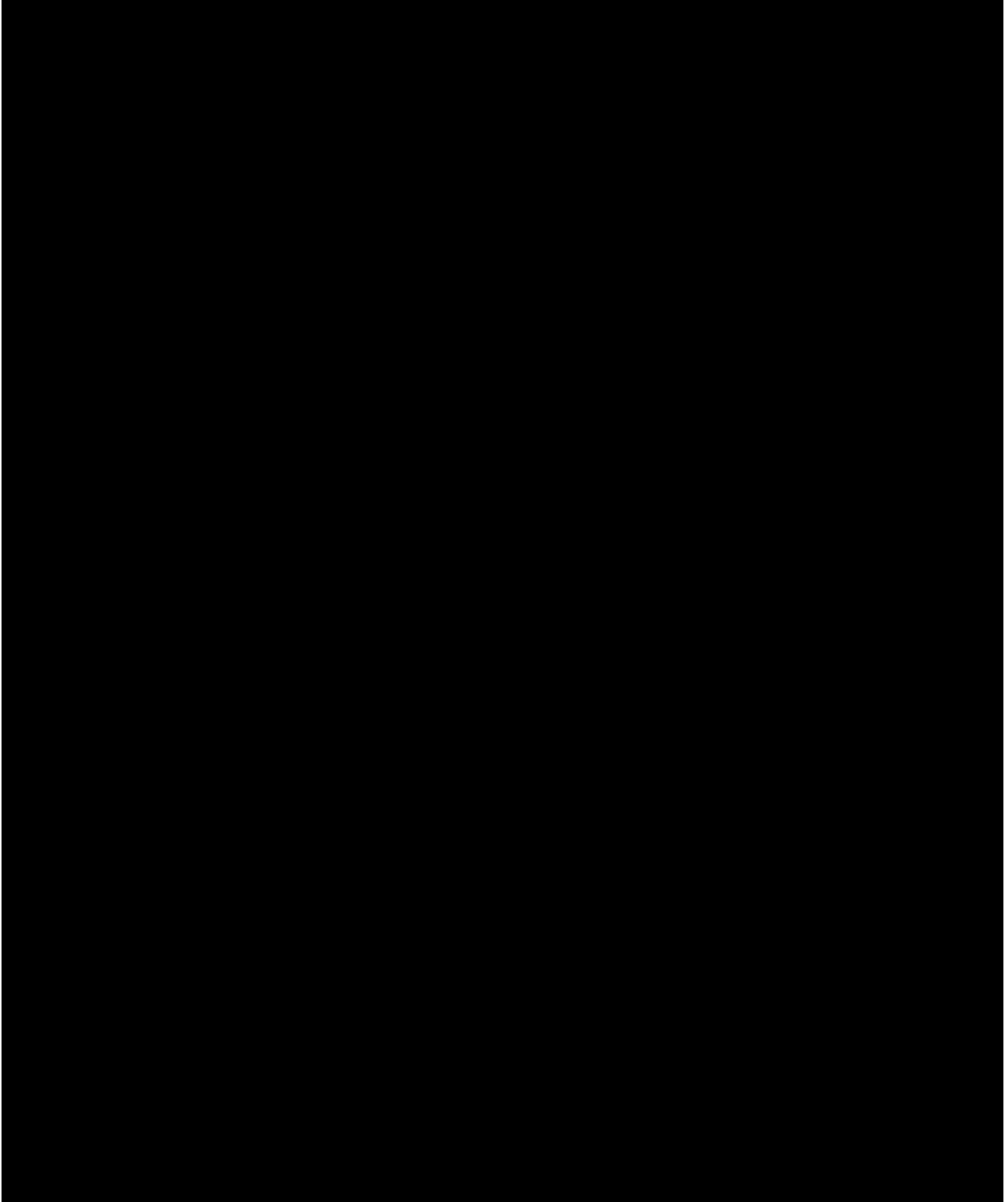
This represents the status at the time of signature of this Consortium Agreement.



PARTY 27 - UNIVERSITAT POLITECNICA DE VALENCIA (UPV)

As to **UPV**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:



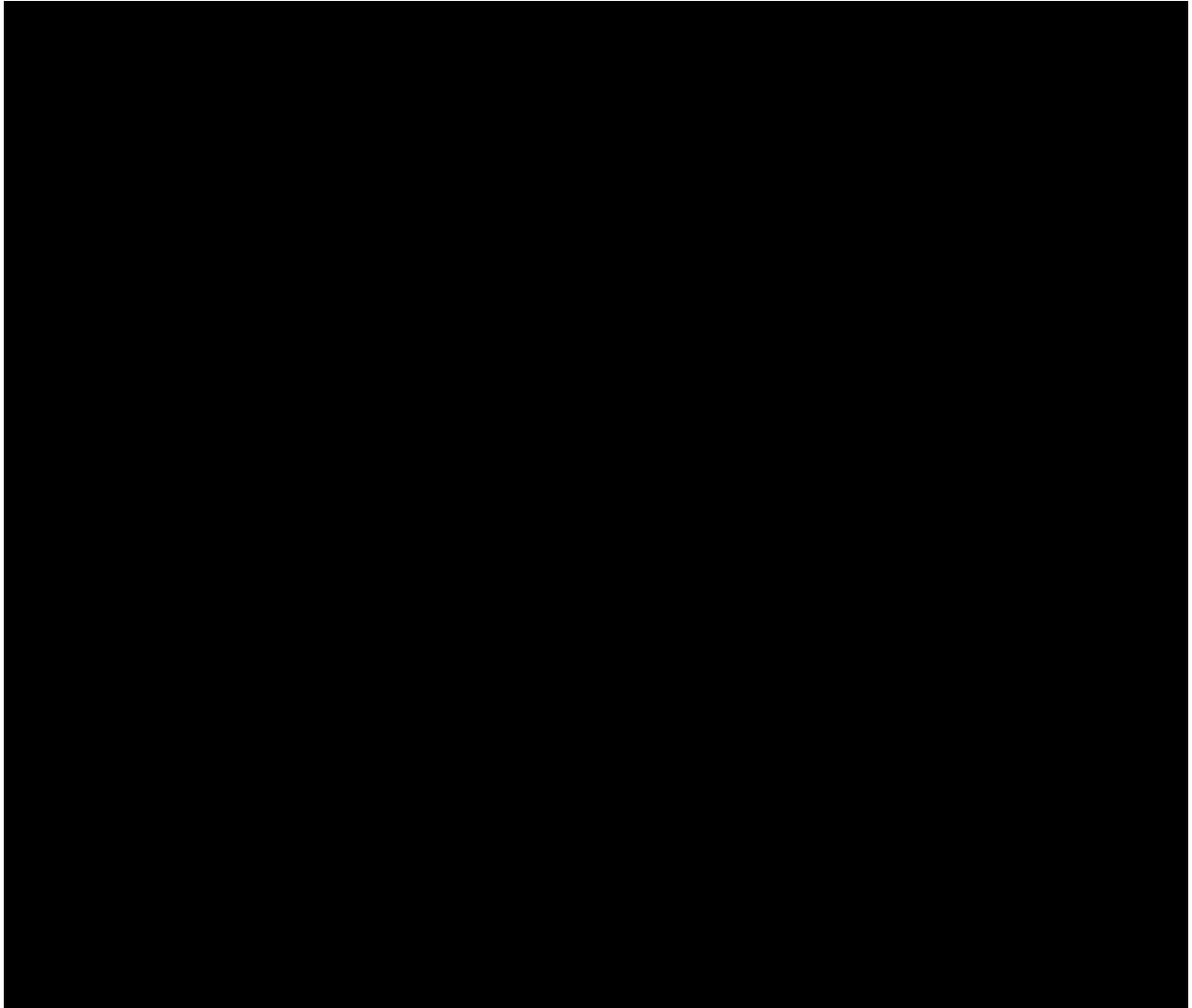
This represents the status at the time of signature of this Consortium Agreement.



PARTY 28 - UNIVERSITÀ DEGLI STUDI DI TRENTO (UNITN)

As to **UNITN**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project.

Specific limitations and/or conditions shall be as mentioned hereunder:



This represents the status at the time of signature of this Consortium Agreement.



PARTY 29 - ARCHIMEDE SOLUTIONS SARL (AS)

As to **AS**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

No data, know-how or information of AS is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.



Attachment 2: Accession document

ACCESSION

of a new Party to

[Acronym of the Project] Consortium Agreement, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Grant Agreement]

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting [date].

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE Grant Agreement]

hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the consortium starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)



Attachment 3: List of third parties for simplified transfer according to Section 8.3

For [PARTNER]:

- [third party name]



Attachment 4: Identified entities under the same control according to Section 9.5

For [PARTNER]

– [ENTITY]

