

PARTNERSHIP AGREEMENT

This Partnership Agreement is made on 1 January 2021, hereinafter referred to as the “Effective Date”.

BETWEEN

1. MASARYKOVA UNIVERZITA (MU), Coordinator, established in Zerotinovo namesti 9, BRNO STRED 60177, Czech Republic, VAT number: CZ00216224;
2. ASSOCIATION POUR LE DEVELOPPEMENT ECONOMIQUE ET CULTUREL DE CONQUES (Conques), established in Centre european art civil, Conques en rouergue 12320, France, VAT number: FR64390545168;
3. VIELLA LIBRERIA EDITRICE (Viella), established Via delle Alpi 32, 00198 Lazio, Roma Italy, VAT number: IT01172221002, represented by XXXXXXXXXX, acting in the name and on behalf of Viella Libreria Editrice;
4. MAX-PLANCK-GESELLSCHAFT ZUR FORDERUNG DER WISSENSCHAFTEN EV (MPG), established Hofgartenstrasse 8, po box: 000, 80539, Muenchen, Germany, VAT number: DE129517720;
5. MAX WEBER STIFTUNG DEUTSCHE GEISTESWISSENSCHAFTLICHE INSTITUTE IM AUSLAND (MWS), established Rheinallee 6, po box: 000, 53173, Bonn Germany;
6. CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS), established Rue Michel Ange 3, 75794, Paris France, VAT number: FR40180089013, represented by its Chairman and CEO, XXXXXXXXXX who delegates his signature for the present agreement to XXXXXXXXXX, the Regional Delegate of the Centre, Limousin, Poitou-Charentes Circonscription, acting in the name and on behalf of CESCMLaboratory (UMR7302) and XLIM laboratory (UMR 7252),

hereinafter, jointly or individually, referred to as “Parties”, or a “Party”

AND

1. RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY (RU), established 57 US Highway 1, New Brunswick, NJ 08901-8554, USA, tax ID number: 22-6001086;
2. THE CITY UNIVERSITY OF NEW YORK GRADUATE CENTER (CUNY), established 365 5th Ave, New York, NY 10016, USA, tax ID number: 13-3219419,

hereinafter, jointly or individually, referred to as “Partner Organisations”, or a “Party Organisation”

relating to the Action entitled

“Conques in the Global World. Transferring Knowledge: from Material to Immaterial Heritage”

in short “CONQUES”, hereinafter referred to as the “Project”.

CONTENTS

1. DEFINITIONS 3

2. PURPOSE..... 4

3. ENTRY INTO FORCE, DURATION AND TERMINATION 4

4. RESPONSIBILITIES OF PARTIES 5

5. LIABILITY TOWARDS EACH OTHER 7

6. FINANCIAL PROVISIONS 8

7. RESULTS 12

8. ACCESS RIGHTS 14

9. NON-DISCLOSURE OF INFORMATION 17

10. MISCELLANEOUS..... 19

11. SIGNATURES 21

ATTACHMENT 1: BACKGROUND INCLUDED 29

ATTACHMENT 2: ACCESSION DOCUMENT..... 31

ATTACHMENT 3: LIST OF THIRD PARTIES FOR SIMPLIFIED TRANSFER PURSUANT TO SECTION 7.3(B) 32

ATTACHMENT 4: IDENTIFIED AFFILIATED ENTITIES PURSUANT TO SECTION 8.5..... 33

ATTACHMENT 5: FUNDS ALLOCATION AND DISTRIBUTION PLAN 34

ATTACHMENT 6: AGGREGATED LIABILITY OF THE PARTIES 37

ATTACHMENT 7: GRANT AGREEMENT 38

ATTACHMENT 8: BANK ACCOUNTS..... 39

ATTACHMENT 9: YEARLY SECONDMENT PLAN TEMPLATE 40

ATTACHMENT 10: SECONDMENT AGREEMENT TEMPLATE..... 41

ATTACHMENT 11: CONSORTIUM AGREEMENT 46

1. DEFINITIONS

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement (Attachment 7) or the Consortium Agreement (Attachment 11), including their Annexes.

1.2 Additional Definitions

“**Agency**” means the Research Executive Agency (REA) of the European Commission dealing with EU research and innovation programs;

“**Background**” means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights:

(a) held by a member of the Consortium or by a Partner Organisation before they acceded to the Partnership Agreement; and

(b) needed to implement the Project or exploit the results thereof;

“**Consortium**” or “**Consortium members**” means organisations that are full partners of a network and are signatories to the Grant Agreement and the Consortium Agreement. They contribute directly to the implementation of the research training program by appointing, supervising, hosting and training researchers. They may also provide Secondment opportunities. Consortium Members take complete responsibility for executing the proposed program and other requirements of the Project;

“**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 Project Steering Committee;

“**Defaulting Party**” means a Party that the Project Steering Committee or the Coordinator has identified to be in breach of this Agreement, the Consortium Agreement and/or the Grant Agreement;

“**Fair and Reasonable conditions**” means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the results or background to which access is requested and/or the scope, duration or other characteristics of the Exploitation envisaged;

“**Funding Authority**” means the body awarding the grant for the Project;

“**Needed**” means:

(a) For the implementation of the Project: Access Rights are Needed if, without the grant of those 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; and

(b) For Exploitation of own Results: Access Rights are Needed if, without the grant of those Access Rights, the exploitation of own Results would be technically or legally impossible;

“**Partner Organisation**” means a non-European entity that is not a signatory to the Grant Agreement that provides additional training and hosts seconded staff members during Secondments;

“**Project Steering Committee**” or “**PSC**” means the Project Steering Committee that is the ultimate decision-making body under the Consortium Agreement concluded between the Consortium;

“**Secondment**” means a period during which a seconded staff member is hosted by a Partner Organisation or a Party other than his/her employing entity. Secondments are detailed in Annex 1 to the Grant Agreement; and

“**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.

2. PURPOSE

The Project is funded by the Research Executive Agency under the European Union funding scheme “Marie Skłodowska-Curie Actions – Research and Innovation Staff Exchange (MSCA-RISE)”, project no. 101007770 pursuant to the Grant Agreement concluded between the Consortium and the Agency.

The Project aims to establish or reinforce long-term research co-operation through a coordinated joint program of exchange of researchers for short periods, i.e. by implementing Secondments.

The purpose of this Partnership Agreement is to regulate cooperation between the Consortium and the Partner Organisations and to specify the organization of their work, to organize the management of the Project, and to define the rights and obligations of the Parties.

In the event of a conflict between the terms and conditions of the Grant Agreement and the terms and conditions of this Partnership Agreement, the Grant Agreement prevails. In the event that the Grant Agreement is amended, the amendments shall be incorporated into this Partnership Agreement as applicable.

3. ENTRY INTO FORCE, DURATION AND TERMINATION

3.1 Entry into Force

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

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

3.2 Duration and Termination

This Partnership 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 Partnership Agreement.

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

If

- the Grant Agreement is terminated; or
- a Party's participation in the Grant Agreement is terminated;

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

3.3 Survival of Rights and Obligations

Sections 7.4 (Dissemination), 8 (Access Rights), and 9 (Non-Disclosure of Information), for the time period mentioned therein, as well as Sections 5 (Liability towards Each Other), 10.7 (Applicable Law) and 10.8 (Settlement of Disputes) shall survive the expiration or termination of this Partnership Agreement.

Termination shall not affect the leaving Party's rights or obligations incurred prior to the date of termination. This includes the obligation to provide all 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 Partnership Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to promptly notify, 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 the Coordinator to carry out its tasks.

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

Each Party shall ensure that its work on the Project complies fully with all applicable local, government and international laws, regulations and guidelines that are effective during the period of this Agreement, including those governing health and safety and data protection.

4.2 Specific Requirements about Recruitment and Working Conditions for Seconded Staff Members

Further to Article 32 of the Grant Agreement, the following general principles are applicable to seconded staff members:

During the period of Secondment to a Party or Partner Organisation, the seconded staff member shall remain employed by the seconding entity;

- The seconding entity shall be solely responsible for the fulfillment towards its seconded staff member of the obligations of Parties set out in Article 32 of the applicable Grant Agreement, including the distribution to the seconded staff member of the monthly support in accordance with the Party's own usual accounting and management principles and practices;

4.3 Coordinator

a) Role of Coordinator

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

b) Responsibilities of Coordinator

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations;
- keeping the address list of Members and other contact persons updated and available;
- collecting, reviewing to verify consistency and submitting reports and information on the progress of the Project and reports and other deliverables (including financial statements and related certification) to the Funding Authority;
- collecting, reviewing to verify consistency and submitting reports and information on the progress of the Project and reports and other deliverables (including financial statements and related certification) to the Funding Authority;
- preparing the meetings, proposing decisions and preparing the agenda of PSC meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings;
- transmitting promptly documents and information connected with the Project to any other Parties concerned;
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 6;
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when those 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 Funding Authority in time.

c) Limitation on Authority of Coordinator

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

d) Limitation on Role of Coordinator

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

4.4 Breach

In the event that the Coordinator identifies a breach by a Party of its obligations under this Partnership 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 Project Steering Committee will give formal notice to that Party requiring that the breach be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

In the event that the Coordinator identifies a breach by a Partner Organisation of its obligations under this Partnership Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator will give formal notice to that Partner Organisation requiring that the breach be remedied within 30 calendar days from the date of receipt of the written notice by the Partner Organisation. If the breach is substantial and is not remedied within that period or is not capable of remedy, the Coordinator may terminate the participation of that Partner Organisation in the Partnership Agreement by delivery of the written notice to that Partner Organisation. A Partner Organisation leaving the Partnership Agreement shall return without undue delay all funds on deposit for each day of a Secondment that has not been performed as planned according to the Secondment plan. The funds to be returned shall be returned to the seconding entity.

4.5 Involvement of Third Parties

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

5. LIABILITY TOWARDS EACH OTHER

5.1 No Warranties

In respect of any information or materials (including Results and Background) supplied by one Party or Partner Organisation 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 of Partner Organisation shall in all cases be entirely and solely liable for the use to which it puts that 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 Affiliated Entities) exercising its Access Rights.

5.2 Limitations of Contractual Liability

No Party or Partner Organisation shall be responsible to any other Party or Partner Organisation 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, provided that damage was not caused by a wilful act.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties and Partner Organisations collectively shall be limited to the Party's share of the total costs of the Project as identified in Attachment 6 of this Partnership Agreement, provided that damage was not caused by a wilful act or negligence.

The terms of this Partnership Agreement shall not be construed to amend or limit any Party's statutory liability.

5.3 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 that Party's obligations by it or on its behalf under this Partnership Agreement or from its use of Results or Background.

5.4 **Force Majeure**

No Party or Partner Organisation will be liable to another for any failure or delay in the performance of its obligations to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, disease, epidemics, quarantines, pandemics, acts of government, a declared state of emergency, delays in visas, changes in laws and governmental policies, or other conditions beyond its reasonable control following execution of this Agreement. If the performance by either Party or Partner Organisation of any obligation under this Agreement (including making a payment) is prevented by any such circumstances, then such Party or Partner Organisation shall communicate the situation to the other and to the Coordinator as soon as possible, and shall endeavour to limit the impact to the project. The Parties and Partner Organisations agree to mitigate risks to the project and personnel, and to amend project period of performance and milestones if possible. Nothing herein shall limit the rights of any participant to terminate this Agreement as indicated in Section 4 hereunder.

6. **FINANCIAL PROVISIONS**

6.1 **General Principles**

a) **Distribution of Financial Contribution**

The financial contribution of the Funding Authority to the Project shall be distributed by the Coordinator in accordance with the Grant Agreement.

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

The Parties acknowledge that the distribution plan included in Attachment 5 correctly applies the general principles enunciated in this section.

b) **Financial Consequences of the Termination of the Participation of a Partner Organisation**

A Partner Organisation leaving the cooperation under this Partnership Agreement shall return without undue delay all funds on deposit for each Secondment that has not been performed as planned according to the Secondment plan. The funds to be returned shall be returned to the seconding entity.

6.2 **Budgeting**

The overall budget of the Project is reported in Annex 2 of the Grant Agreement. The reported total EU contribution represents the funding from the Agency calculated for the number of units (researchers/month) reported in Annex 2.

The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

6.3 **Budget and Funds Transfers**

a) **Budget Transfers between the Consortium and Partner Organisations without EU Funding**

The Consortium recognizes that the Partner Organisations without EU funding bear a significant amount of research duties and the relevant general expenses in relation to staff seconded to their premises. Therefore, the Consortium agrees to contribute to the Partner Organisations without EU funding an amount of 500 EUR/seconded person-month to cover their research costs.

The fund transfers between the Partner Organisations without EU funding and the Consortium are shown in Attachment 5, Table 5.4.

The contribution is due only for person-months of Secondments performed. The Parties acknowledge that funds are bound to person-months of actual Secondments to a Partner Organisation's premises and are exclusively allocated from the seconding Party budget. The amount transferred to a Partner Organisation without EU funding is subject to reduction or return in case of partial implementation of Secondments.

6.4 **Budget transfers implementation rules**

a) **Budget Transfers Returns**

The Parties acknowledge that the funds allocation and distribution plan detailed in Attachment 5 are referred to the maximum grant amount that will be reached only if all the Secondments will be performed.

Therefore, for fund transfers between the Parties or between Parties and Partner Organisations, the participants agree to completely transfer back without undue delay any transferred funds undergoing grant reduction by the Agency because of Secondments not performed. The Parties and Partner Organisations acknowledge that transferred funds can be reduced at any stage according to any reduction of Secondments.

b) **Implementation of Budget Transfer to Coordinator**

The Coordinator shall transfer the planned funds to the Parties, according to the financial provisions specified in the Consortium Agreement (esp. Section 7.3a and 7.3b) and the tables in Attachment 5 of the present agreement.

c) **Implementation of Funds Transfer to the Partner Organisations**

The funds shall be first transferred from the Coordinator to each Consortium member, and each Consortium member shall then transfer the funds concerned to the relevant Partner Organisation. The funds will be allocated to the relevant Party budget, according to Section 6.3 and Attachment 5.

The funds will be transferred **at the beginning of each project year, based on the Secondments planned for the following 12 months**, according to this procedure:

- Principal Investigators of each Institution will be responsible for preparing a detailed plan of Secondments for each following year, including the names of researchers, their background and their planned research activities;
- Secondment plans for the first year of the project (2021) shall be sent to the hosting entity for approval by 15th January 2021; the hosting entities shall approve the Secondment plans by 31st January 2021;

Secondment plans for the following years of the project shall be sent to the hosting entity for approval by 1st November of the preceding year; the hosting entities shall approve the Secondment plans by 15th November;

- Upon approval of the hosting entities, the seconding entities shall send the Secondment plans to the Coordinator who shall consider the plan within the whole context of the seconded person-months plan and provides advice and/or comments where relevant;
- According to updated Secondment plans, the Coordinator shall issue a yearly transfer plan for the following year by the end of December of the preceding year (the transfer plan for the first year of the project will be issued by 31st January 2021). A template for that Secondment plan shall be provided by the Coordinator (Attachment 9). The yearly transfer plan shall properly consider the funds transferred for the current year, the Secondments actually performed in the current year, the Secondments planned for the following year, carryover from the previous years. Any fund transfer for the following year is conditioned on the approved yearly Secondment plan.
- If funds related to a given Secondment are not fully used during the Secondment itself, they are not transferred back, but they are carried over and compensated by expending the amount during the first available Secondment performed by staff from the same Party or Partner Organisation. Residual funds still unused at the end of the project are transferred back to the seconding entity.

Any Consortium member and Partner Organisation can agree to start an unplanned Secondment during the year. In this case, they must agree on one of two possible procedures:

- The Secondment may start without specific fund transfer: In this case, the relevant funds will be compensated with the following yearly transfer plan, or at the final balance in case of occurrence during the last project year.
- The Secondment may start with a specific fund transfer: In this case, the Coordinator will calculate the corresponding funds, and will issue an updated transfer plan. The transfer plan of the following year will be based on the most recent updated transfer plan issued during the year.
- At the end of last project year, and in any case in due time to allow for proper reporting to the Agency, the Coordinator will calculate a final balance of Secondments to the Partner Organisations and of the relevant fund transfers. The balance will detail any remaining funds to be transferred to or from the Partner Organisations. Funds will be transferred upon approval of final balance by PSC without undue delay.
- If the funds to be transferred to Partner Organisation are negative (e.g., because in the previous year less Secondments than planned were performed, and in the following year no Secondment is planned), they will not be transferred back immediately, but rather they will constitute the carryover for the next yearly transfer plan.

d) Updated Budget and Distribution Plan

The Parties acknowledge that the updated budget and distribution plan included in Attachment 5 correctly implements the principles enunciated in this section. The Parties acknowledge that interim and balance payments will be duly updated if the budget is reduced. In no case will the Coordinator transfer funds not received from the Agency.

e) Reporting of the Use of Funds by the Partner Organisations

The Partner Organisations shall give any information required by the Funding Authority of and concerning the payment made under this Agreement to them.

The Partner Organisation shall send a yearly financial report to the Coordinator regarding the use of research funds transferred according to 6.3, 6.4. The report shall detail the expenses related to Secondments at that Partner Organisation that year. The Coordinator shall transfer the report to the relevant Parties.

f) Special Provisions for Interrupted Secondments

If a seconded staff member returns to seconding entity before the planned end of the Secondment, this is considered an “interrupted secondment”.

Consistent with the Grant Agreement, an interrupted secondment can only be resumed by the same seconded staff member.

If a Secondment is interrupted, the seconding entity should try to resume it in the shortest possible time, unless the interruption is agreed upon by the involved Parties and Partner Organisation.

For interrupted secondments to a Partner Organisation, the following specific financial provisions apply:

- i) The Partner Organisation shall send to the Coordinator and to the seconding entity an extra report, stating the funds already used (expenses) for this Secondment as of the time of interruption. If the expenses are more than the funds available for the actual duration of the Secondment, the Coordinator shall calculate the overspend as the difference between expenses and funds available for the actual duration of the Secondment.
- ii) If possible, overspending must be compensated by resuming the Secondment. If overspending cannot be compensated by resuming the Secondment in the same year, uncompensated overspending will be compensated by Secondments in following years.
- iii) If at the end of the Project there is still uncompensated overspending, the Partner Organisation shall transfer back the uncompensated overspending to the seconding entity.

6.5 Payments

Payments to the Consortium

Payments to the Consortium are the exclusive task of the Coordinator. In particular, the Coordinator shall:

- notify the Consortium member concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references;
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts;

- undertake to keep the Agency’s financial contribution to the Project separate 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 Articles 21.2 and 21.3.2 of the Grant Agreement, no Consortium member shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

6.6 Bank Accounts

Funds will be transferred to the bank accounts listed in Attachment 8. Each Party may change its preferred bank account by communicating the new bank account details to the Coordinator, with 30 days’ notice. The Coordinator shall keep a record of the most updated bank accounts.

7. RESULTS

7.1 Ownership of Results

Results are owned by the Party or Partner Organisation (collectively, in this Section 7 and in Section 8 below, “Parties” or “Party”) that generates them.

7.2 Joint Ownership

Joint ownership is governed by Grant Agreement Article 26.2 with the following additions:

Where Results are generated from work carried out jointly by two or more Parties and it is not possible to separate that joint invention, design or work for the purpose of applying for, obtaining or maintaining the relevant patent protection or any other intellectual property right, the Parties shall have joint ownership of this work.

Unless agreed otherwise:

- Each of the joint owners shall be entitled to use their jointly-owned results for internal research and educational activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s); and
- 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) Fair and Reasonable compensation

7.3 Transfer of Results

a) Transfer Ownership

Each Party may transfer ownership of its own Results following the procedures of the Grant Agreement Article 30.

b) Transfer Ownership to Third Parties

Each Party has identified specific third parties it intends to transfer the ownership of its Results to in Attachment 3 to this Partnership Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

c) **Obligations on Transfer**

At the time of transfer, the transferring Party shall inform the other Parties of the transfer and shall ensure that the rights of the other Parties will not be affected by that transfer. Any addition to Attachment 3 after signature of this Partnership Agreement requires a decision of the Project Steering Committee.

d) **Notice in the Event of a Merger or Acquisition**

The Parties recognize 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 the full 45 calendar days' prior notice for the transfer as foreseen in the Grant Agreement.

e) **Duration of Obligations**

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

7.4 **Dissemination**

a) **Relationship to Confidentiality Obligations**

For the avoidance of doubt, nothing in this Section 7.4 has any impact on the confidentiality obligations set out in Section 9.

b) **Dissemination of Own Results**

(i) **Notice**

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 29.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. In accordance with the Grant Agreement Article 29.1, any objection to the planned publication shall be made in writing to the Coordinator and to the Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

(ii) **Objections**

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 the Results or Background would be significantly harmed.

The objection must include a precise request for necessary modifications.

(iii) **Obligation to Consult**

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 amending the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue its opposition if appropriate measures are taken following the discussion.

7.5 **Publication Delay**

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises the objection. After 90 calendar days the publication is permitted.

a) **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.

b) **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 Partnership Agreement.

c) **Published Results**

Further to Article 29.2 of the Grant Agreement, published results must include the following statement:

“The project leading to this application has received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska Curie Grant Agreement No. 101007770.”

d) **Authorship in Scientific Publications**

Authorship in scientific publications will be based on academic standards and custom. In accordance with normal academic practice, all investigators and contributors to a publication will be acknowledged, always in compliance with recognized standards concerning publication and authorship.

e) **Use of Names, Logos or Trademarks**

Nothing in this Partnership 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.

8. **ACCESS RIGHTS**

8.1 **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 if Access Rights to specific Background are subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be subject to Access Right obligations regarding Background.

During the Project any Party may add to its own Background in Attachment 1 by written notice to the other Parties. However, approval of the Project Steering Committee is needed if a Party wishes to modify or withdraw its Background in Attachment 1.

8.2 **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 expressly 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.

Results and Background shall be used only for the purposes for which Access Rights to it have been granted, and only for so long as necessary for those purposes.

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.

8.3 **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.

Unless otherwise agreed between the involved Parties, any Access Right to Background granted pursuant to this article is granted only for non-commercial research purposes.

8.4 **Access Rights for Exploitation**

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.

Access Rights to Results for internal research activities shall be granted on a royalty-free basis, and will include the right to involve Affiliated Entities and seconded staff members working on behalf of a Party for research and educational purposes only.

Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions.

A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 8.7.2 (iii), after the termination of the requesting Party's participation in the Project.

8.5 Access Rights for Identified Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4., if they are identified in Attachment 4 (Identified Affiliated Entities) to this Partnership Agreement.

Access Rights must be requested by an Affiliated Entity 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 Affiliated Entities listed in Attachment 4. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

An Affiliated Entity that obtains Access Rights shall in return fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement or this Partnership Agreement as if that Affiliated Entity was a Party.

Access Rights may be refused to an Affiliated Entity if the granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any Affiliated Entities are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to that Party.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to that former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

8.6 Additional Access Rights

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

8.7 Access Rights for Parties Entering or Leaving the Partnership

8.7.1 New Parties Entering the Partnership

As regards Results developed before the accession of a new Party, the new Party will be granted Access Rights on the conditions applicable to Access Rights to Background as set out in Section 8.1.

8.7.2. Parties Leaving the Partnership

(i) Defaulting Party

Access Rights granted to a Defaulting Party and that 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 Joint Steering Committee or the Coordinator to terminate its participation in the Consortium.

(ii) 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 8.4.

(iii) **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 Partnership Agreement as if it had remained a Party for the whole duration of the Project.

8.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 8 are applicable also to Software.

The 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.

8.9 Access Rights for Seconded Staff Members

Access Rights to Background and Results needed for the seconded staff members for their research and innovation activities under the Project shall be granted on a royalty-free basis for the duration of the Project.

9. NON-DISCLOSURE OF INFORMATION

9.1 Confidential Information

All information in whatever form or mode of communication, which is disclosed by a Party or Partner Organisation (the "Disclosing Party") to any other Party or Partner Organisation (the "Recipient") in connection with the Project during its implementation and that has been explicitly marked as "confidential" 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".

9.2 Use of Confidential Information

The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Project:

not to use Confidential Information other than for the purpose for which it was disclosed;

- not to disclose Confidential Information to any third party without the prior written consent of 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 on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. The Recipients may keep a copy to the extent it is required to keep, archive or store the Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations, provided that the Recipient comply with the confidentiality

obligations under this Partnership Agreement with respect to that copy for as long as the copy is retained.

9.3 **Responsibility of Recipients**

The Recipients shall be responsible for the fulfillment of the above obligations on the part of their employees or third parties, including seconded staff members, 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.

9.4 **Exceptions**

The above shall not apply for disclosure or use of Confidential Information, if and insofar as the Recipient can prove that:

- the Confidential Information became publicly available by means other than a breach of the Recipient's confidentiality obligations;
 - the Disclosing Party subsequently informed the Recipient that the Confidential Information is no longer confidential;
 - the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is, to the best knowledge of the Recipient, in lawful possession of the Confidential Information 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 disclosure by the Disclosing Party; or
 - 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 court or administrative order, subject to Section 9.7 hereunder.

9.5 **Reasonable Care**

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 proprietary information, but in no case less than reasonable care.

9.6 **Unauthorized Disclosure**

Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information as soon as it becomes aware of any unauthorised disclosure, misappropriation or misuse.

9.7 **Order to Disclose**

If any Party 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

court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any disclosure

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

10. MISCELLANEOUS

10.1 Attachments, Inconsistencies and Severability

In the event that the terms of this Partnership Agreement conflict with the terms of the Grant Agreement, the terms of the latter shall prevail.

In the event of conflicts between the other attachments, except the Grant Agreement and the core text of this Partnership Agreement, the latter shall prevail.

If any provision of this Partnership Agreement becomes invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Partnership Agreement. In that 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.

10.2 No Representation, Partnership or Agency

Except as otherwise provided in Section 4.3(c), no Party or Partner Organisation shall be entitled to act or to make legally binding declarations on behalf of any other participant. Nothing in this Partnership 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 or Partner Organisations.

10.3 Notices and Other Communications

Any notice to be given under this Partnership Agreement shall be in writing to the addresses and recipients as listed in the address list kept by the Coordinator.

a) Formal Notices

If this Partnership Agreement (Sections 4.4 (Breach) and 10.4 (Amendments)) requires that a formal notice, consent or approval shall be given, that notice shall be signed by an authorised representative of the Party or Partner Organisation and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

b) Other Communication

Other communication between the participants may also be effected by other means, such as e-mail with acknowledgement of receipt, which fulfills the conditions of written form.

c) Change of Contact Information

Any change of persons or contact details shall be notified immediately by the respective Party or Partner Organisation to the Coordinator. The address list shall be accessible to all concerned.

10.4 **Assignments and Amendments**

Except as set out in Section 7.2 (Joint Ownership), the rights or obligations of the Parties or Partner Organisations arising from this Partnership Agreement may not be assigned or transferred, in whole or in part, to any third party without the other participants' prior formal approval.

Amendments and modifications to the text of this Partnership Agreement require a separate written agreement between all participants, to be signed by their duly authorized representatives.

10.5 **Mandatory National Law**

Nothing in this Partnership Agreement shall be deemed to require a Party or Partner Organisation to breach any mandatory statutory law under which the participant is operating.

10.6 **Language and Currency**

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

The currency of the Partnership Agreement is Euro. All funds transfers will be in Euro. It is the responsibility of each receiving party to set up an appropriate bank account.

10.7 **Applicable Law**

The obligations of the Parties under this Partnership Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

10.8 **Settlement of Disputes**

The participants shall endeavor to settle their disputes amicably.

In the event of any dispute between the Parties relating to this Partnership Agreement a Party shall promptly notify the other Party and they shall first seek to amicably resolve or settle the dispute in good faith by mutual agreement. If they have not reached a mutually agreeable resolution or settlement within thirty (30) days of notification, then any Party may thereafter seek legal or equitable remedies.

If, and to the extent that, any such dispute, controversy or claim between the Parties has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

10.9 **Headings**

Headings and captions are for convenience only and are not to be used in the interpretation of this Partnership Agreement.

11. SIGNATURES

Masarykova univerzita (MU)

Signature(s): _____

Name(s): XXXXXXXXXXX

Title(s): Head of Research & Development Office

Date: 04.03.2021

**ASSOCIATION POUR LE DEVELOPPEMENT ECONOMIQUE ET CULTUREL DE
CONQUES (Conques)**

Signature(s):

Name(s):

XXXXXXXXXX

Title(s):

Director of the Centre Européen de Conques

Date:

22. 2. 2021

VIELLA LIBRERIA EDITRICE (Viella)

Signature(s): _____

Name(s): XXXXXXXXXX

Title(s): Editor in Chief of Viella

Date: 24. 2. 2021

MAX-PLANCK-GESELLSCHAFT ZUR FORDERUNG DER WISSENSCHAFTEN EV (MPG)

Signature(s): _____

Name(s): XXXXXXXXXX

Title(s): Director of the Bibliotheca Hertziana (MPG)

Date: 25. 2. 2021

**MAX WEBER STIFTUNG DEUTSCHE GEISTESWISSENSCHAFTLICHE INSTITUTE IM
AUSLAND (MWS)**

Signature(s): _____

Name(s): XXXXXXXXXXX

Title(s): Director of the Deutes Forum für Kunsgeschichte (MWS)

Date: 1. 3. 2021

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE CNRS (CNRS)

Signature(s): _____

Name(s): XXXXXXXXXX

Title(s): Regional Delegate of the CNRS

Date: 3. 3. 2021

Partner Organization

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY (RU)

Signature(s): _____

Name(s): XXXXXXXXXXX

Title(s): Executive VP Academic Affairs

Date: March 29, 2021

Partner Organisation

THE CITY UNIVERSITY OF NEW YORK GRADUATE CENTER (CUNY)

Signature(s): _____

Name(s): XXXXXXXXXXX

Title(s): President

Date: February 10, 2021

ATTACHMENT 1: BACKGROUND INCLUDED

PARTY 1 (MU)

As for MU, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of MU shall be Needed by another Party for the implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 2 (Conques)

As for ADECC Conques, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of ADECC Conques shall be Needed by another Party for the implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 3 (Viella)

As for Viella Libreria Editrice, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of ADECC Conques shall be Needed by another Party for the implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 4 (MPG)

As for MPG, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of ADECC Conques shall be Needed by another Party for the implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 5 (MWS)

As for MWS, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of MWS shall be Needed by another Party for the implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 6 (CNRS)

As for **CNRS (XLIM)**, 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:

XLIM's background is defined by the developed metrological solutions for the acquisition and analysis of scenes acquired by spectral imaging sensors. XLIM skills and how-to are in the distance/similarity measurement of the spectral differences, the metrological low-level processing of spectral images, the classification/recognition/data-processing of spectral data and images.

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

As for **CNRS (CESCM)**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of CNRS (CESCM) shall be Needed by another Party for the implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

PARTY 7 (RU)

As for RU, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of ADECC Conques shall be Needed by another Party for the implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

PARTY 8 (CUNY)

As for CUNY, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of ADECC Conques shall be Needed by another Party for the implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

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

ATTACHMENT 2: ACCESSION DOCUMENT

ACCESSION of a new Party to the CONQUES Consortium Agreement, version

[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].

Masarykova univerzita

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]

Masarykova univerzita

Signature(s)

Name(s)

Title(s)

**ATTACHMENT 3: LIST OF THIRD PARTIES FOR SIMPLIFIED TRANSFER PURSUANT
TO SECTION 7.3(B)**

ATTACHMENT 4: IDENTIFIED AFFILIATED ENTITIES PURSUANT TO SECTION 8.5

ATTACHMENT 5: FUNDS ALLOCATION AND DISTRIBUTION PLAN

All tables in this attachment consider the maximum grant amount. Sums are subject to redetermination in the event that the grant is reduced.

5.1 Original Budget (i.e. maximum EU contribution)

| Original CONQUES budget (€) | | | | |
|------------------------------------|---------------------------|--|--------------------------------------|------------------------|
| Organisation Short name | Staff member costs | Research, training and networking costs | Management and indirect costs | Total net funds |
| MU | 189 000,00 | 162 000,00 | 63 000,00 | 414 000,00 |
| RU | 0 | 0 | 0 | 0 |
| Conques | 2 100,00 | 1 800,00 | 700,00 | 4 600,00 |
| Viella | 2 100,00 | 1 800,00 | 700,00 | 4 600,00 |
| MPG | 96 600,00 | 82 800,00 | 32 200,00 | 211 600,00 |
| MWS | 4 200,00 | 3 600,00 | 1 400,00 | 9 200,00 |
| CUNY | 0 | 0 | 0 | 0 |
| CNRS | 96 600,00 | 82 800,00 | 32 200,00 | 211 600,00 |
| TOTAL | 390 600,00 | 334 800,00 | 130 200,00 | 855 600,00 |

5.2 Budget transfers within the CONQUES Consortium

5.2.1 Budget transfer to the Mutual MNG Costs Fund

| A Mutual Management Costs Fund collecting 70% (i.e. 490 EUR/1 PM) of each Party's MNG budget (€) | | | |
|---|--|---|--------------------------------------|
| Organisation Short name | Original Management and indirect costs budget | Contribution to Mutual Management fund (70%) | Management and indirect costs |
| MU | 63 000,00 | 44 100,00 | 110 040,00 |
| RU | 0 | 0 | 0 |
| Conques | 700,00 | 490,00 | 210,00 |
| Viella | 700,00 | 490,00 | 210,00 |
| MPG | 32 200,00 | 22 540,00 | 9 660,00 |
| MWS | 1 400,00 | 980,00 | 420,00 |
| CUNY | 0 | 0 | 0 |
| CNRS | 32 200,00 | 22 540,00 | 9 660,00 |
| TOTAL | 130 200,00 | 91 140,00 | 130 200,00 |

5.2.2 Budget transfer to the Mutual RTN Costs Fund

| Mutual RTN Fund collecting 1300 EUR/1 PM (i.e. ca 72,2%) of each Party's RTN budget (€) | | | |
|--|----------------------------|--|--|
| | Original RTN budget | Contribution to RTN Mutual Fund (72,2%) | RTN budget after transfers to RTN Mutual Fund |
| MU | 162 000,00 | 117 000,00 | 286 800,00 |
| RU | 0 | 0 | 0 |
| Conques | 1 800,00 | 1 300,00 | 500,00 |
| Viella | 1 800,00 | 1 300,00 | 500,00 |
| MPG | 82 800,00 | 59 800,00 | 23 000,00 |
| MWS | 3 600,00 | 2 600,00 | 1 000,00 |
| CUNY | 0 | 0 | 0 |

| | | | |
|--------------|-------------------|-------------------|-------------------|
| CNRS | 82 800,00 | 59 800,00 | 23 000,00 |
| TOTAL | 334 800,00 | 241 800,00 | 334 800,00 |

5.3 Budget allocation reflecting transfers to both the RTN and Management Costs Funds

| The global funds allocation reflecting the transfer to both the RTN and Management costs funds (€) | | | | |
|--|--------------------------|---|-------------------------------|-------------------|
| Organisation Short name | Costs for seconded staff | Research, training and networking costs | Management and indirect costs | Net funds |
| MU | 189 000,00 | 286 800,00 | 110 040,00 | 585 840,00 |
| RU | 0 | 0 | 0 | 0 |
| Conques | 2 100,00 | 500,00 | 210,00 | 2 810,00 |
| Viella | 2 100,00 | 500,00 | 210,00 | 2 810,00 |
| MPG | 96 600,00 | 23 000,0 | 9 660,00 | 129 260,00 |
| MWS | 4 200,00 | 1 000,00 | 420,00 | 5 620,00 |
| CUNY | 0 | 0 | 0 | 0 |
| CNRS | 96 600,00 | 23 000,00 | 9 660,00 | 129 260,00 |
| TOTAL | 390 600,00 | 334 800,00 | 130 200,00 | 855 600,00 |

5.4 Funds transfers from the Parties to the Partner Organisations (500 €/1 PM)

| Organisation Short name | RU | CUNY |
|-------------------------|------------------|------------------|
| MU | 13 500,00 | 18 000,00 |
| Conques | 0 | 0 |
| Viella | 0 | 0 |
| MPG | 11 500,00 | 11 500,00 |
| MWS | 1 000,00 | 0 |
| CNRS | 9 500,00 | 6 000,00 |
| TOTAL | 35 500,00 | 35 500,00 |

5.5 The global funds allocation including fund transfers to Partner Organisations

| The global funds allocation reflecting the transfer to both the RTN and Management costs funds, and transfers to Partner Organisations (€) | | | | |
|--|--------------------------|---|-------------------------------|-------------------|
| Organisation Short name | Costs for seconded staff | Research, training and networking costs | Management and indirect costs | Net funds |
| MU | 189 000,00 | 255 300,00 | 110 040,00 | 554 340,00 |
| RU | 0 | 35 500,00 | 0 | 35 500,00 |
| Conques | 2 100,00 | 500,00 | 210,00 | 2 810,00 |
| Viella | 2 100,00 | 500,00 | 210,00 | 2 810,00 |
| MPG | 96 600,00 | 0 | 9 660,00 | 106 260,00 |
| MWS | 4 200,00 | 0 | 420,00 | 4 620,00 |
| CUNY | 0 | 35 500,00 | 0 | 35 500,00 |
| CNRS | 96 600,00 | 7 500,00 | 9 660,00 | 113 760,00 |
| TOTAL | 390 600, 00 | 334 800,00 | 130 200,00 | 855 600,00 |

5.6 Distribution Plan

5.6.1 Prefinancing

Pre-financing amount: 556 140 €

| Prefinancing – 60% (€) | | | | |
|------------------------------------|------------------------------------|--|--|-------------------|
| Organisation Short name | Cost for seconded staff | Research, training and networking costs | Management and indirect costs | Net funds |
| MU | 113 400,00 | 172 080,00 | 66 024,00 | 351 504,00 |
| RU | 0 | 0 | 0 | 0 |
| Conques | 1 260,00 | 300,00 | 126,00 | 1 686,00 |
| Viella | 1 260,00 | 300,00 | 126,00 | 1 686,00 |
| MPG | 57 960,00 | 13 800,00 | 5 796,00 | 77 556,00 |
| MWS | 2 520,00 | 600,00 | 252,00 | 3 372,00 |
| CUNY | 0 | 0 | 0 | 0 |
| CNRS | 57 960,00 | 13 800,00 | 5 796,00 | 77 556,00 |
| TOTAL | 234 360,00 | 200 880,00 | 78 120,00 | 513 360,00 |

Participant Guarantee Fund: 42 780 €

Pre-financing amount: 513 360 €

ATTACHMENT 6: AGGREGATED LIABILITY OF THE PARTIES

The aggregated liability of each Party towards all other Parties, according to Section 5.2, is:

| Aggregated Liability of the Parties (€) | | | | |
|---|----------------------------|--|-------------------------------------|-------------------|
| Organisation Short name | Cost for seconded staff | Research, training and networking costs | Management and indirect costs | Net funds |
| MU | 189 000,00 | 255 300,00 | 110 040,00 | 554 340,00 |
| RU | 0 | 35 500,00 | 0 | 35 500,00 |
| Conques | 2 100,00 | 500,00 | 210,00 | 2 810,00 |
| Viella | 2 100,00 | 500,00 | 210,00 | 2 810,00 |
| MPG | 96 600,00 | 0 | 9 660,00 | 106 260,00 |
| MWS | 4 200,00 | 0 | 420,00 | 4 620,00 |
| CUNY | 0 | 35 500,00 | 0 | 35 500,00 |
| CNRS | 96 600,00 | 7 500,00 | 9 660,00 | 113 760,00 |
| TOTAL | 390 600, 00 | 334 800,00 | 130 200,00 | 855 600,00 |

ATTACHMENT 7: GRANT AGREEMENT



Grant
Agreement-10100777

ATTACHMENT 8: BANK ACCOUNTS

| Bank Account numbers | | |
|-------------------------|-------------------------------|-------------|
| Organisation Short name | IBAN | BIC/SWIFT |
| MU | CZ43 0100 0000 0000 8563 6621 | KOMBCZPPXXX |
| CONQUES | XXXXXXXXXX | XXXXXXXXXX |
| VIELLA L | XXXXXXXXXX | XXXXXXXXXX |
| MPG | XXXXXXXXXX | XXXXXXXXXX |
| MWS | XXXXXXXXXX | XXXXXXXXXX |
| CNRS | XXXXXXXXXX | XXXXXXXXXX |
| RU | XXXXXXXXXX | XXXXXXXXXX |
| CUNY | XXXXXXXXXX | XXXXXXXXXX |

ATTACHMENT 9: YEARLY SECONDMENT PLAN TEMPLATE

| Secondment plan | | | | | | | | | | |
|---|---------------|--------------|-------------|-------------|--|----|--------------------|------------|---------------------|-----------|
| Plan for year: | 2020 | | | | | | | | | logo here |
| Seconding Entity | | | | | | | | | InterTAU consortium | |
| | | | | | | | | | project No 873127 | |
| Date of creation | | | | | | | Name of PI: | | | |
| | | | | | | | Signature: | | | |
| | | | | | | | | | | |
| Secondment ID | Researcher ID | Role | Host Entity | Name of SSM | Secondment Plan (brief description) | WP | Date of secondment | Planned PM | Possible substitute | |
| from the EU portal | | ER/ESR /TECH | | | e.g. tau purification, in vitro fibril preparation, tau dynamics MD simulations, ... | | Jan1-Mar1 | | name | |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| PI - Principal Investigator of Seconding Entity; SSM - Seconded Staff Member; WP - Work Package; PM - person-months | | | | | | | | | | |

ATTACHMENT 10: SECONDMENT AGREEMENT TEMPLATE

This Secondment Agreement (“Agreement”) is entered into between:

[SECONDING INSTITUTION NAME], established at [INSTITUTIONAL LEGAL ADDRESS] (the “**Seconding Entity**”),

and

[HOSTING ENTITY NAME], established at [HOSTING ENTITY LEGAL ADDRESS], (the “**Host Entity**”),

and

[SECONDED STAFF MEMBER], date of birth [X], residing at [X], (the “**Seconded Staff Member**” or “**SSM**”);

Together the “Parties” or individually a “Party”,

have agreed as follows:

1. INTRODUCTION

1.1 The Seconding Entity agrees to the placement of [Insert name of Seconded Staff Member] with [Insert name of Hosting Entity], as a Seconded Staff Member within the framework of the CONQUES Marie Skłodowska-Curie Action Research and Innovation Staff Exchange Grant Agreement No. 101007770 (“**Grant Agreement**”), entitled “Conques in the Global World. Transferring Knowledge: from Material to Immaterial Heritage”, (“**CONQUES**”), for 100% full-time equivalent under the following conditions:

- a) Effective Date/Start Date of Secondment: [insert start date]
- b) Final Date of Secondment: [insert final date]
- c) Total planned duration: [insert planned person months]
- d) For the Services set out in the attached Secondment Plan.

1.2 The Secondment is based at the Host Entity in [insert name of place].

1.3 The activities of the SSM during the Secondment are supervised by [insert name of responsible person at Host Entity].

1.4 The Host Entity will provide the facilities necessary for the SSM to perform the Services as outlined in Appendix A (Secondment Plan) for the duration of the Secondment.

2. DEFINITIONS

2.1 Words defined with a capital letter shall have the meaning defined herein, or in the Rules for Participation, the Grant Agreement or the Consortium Agreement.

“**Secondment**” means the period during which a Seconded Staff Member is hosted by an entity (Host Entity) other than his or her employing institution (Seconding Entity);

“Seconded Staff Member” or **“SSM”** means an individual sent from a Seconding Entity to a Host Entity that complies with the following conditions at the date of the Secondment:

- a) is one of the following:
 - travel
 - (i) an ‘early stage researcher’, meaning an individual in the first four years of his or her research career and that does not have a doctoral degree;
 - (ii) an ‘experienced researcher’, meaning an individual possessing a doctoral degree or with at least four years of research experience; or
 - (iii) administrative, managerial, or technical staff that supports research and innovation activities under the CONQUES project;

and

- b) has, at the time of the Secondment, been actively engaged in, or linked to, research and innovation activities for at least one month at the Seconding Entity.

“Secondment Plan” means the detailed plan of activities to be carried out by the Seconded Staff Member in the Host Entity as set forth in Appendix A.

3. TERMS AND CONDITIONS

- 3.1 The Secondment is subject to the Seconded Staff Member being and remaining eligible to be appointed in the country of the Seconding Entity, and is subject to the SSM obtaining a valid visa entitling the SSM to work in [the Host Entity Country] and complying with the [Host Entity country]’s immigration laws and regulations. The Seconding Entity, with assistance from the Host Entity as needed, shall assist the SSM with administrative procedures related to the Secondment.
- 3.2 During the Secondment, the Host Entity shall have day-to-day control of the SSM. The SSM undertakes to comply with the working practices of, and take instructions from, the Host Entity.

4. OBLIGATIONS OF THE HOST ENTITY

- 4.1 The Host Entity shall ensure that the SSM enjoys the same standards of safety and occupational health as those of the Host Entity’s employees holding a similar position.
- 4.2 The Host Entity shall ensure that throughout the Secondment, the SSM is provided with adequate workplace safety and on-the-job training and necessary means, including the infrastructure, equipment and materials, for implementing the project in the scientific and technical fields concerned.

5. OBLIGATIONS OF THE SECONDING ENTITY

- 5.1 The Seconding Entity shall ensure that the SSM is covered by an adequate medical insurance scheme.
- 5.2 The Seconding Entity shall ensure that the SSM is reintegrated after the Secondment.
- 5.3 The Seconding Entity shall be liable for damage caused to the Host Entity as a result of the SSM’s gross negligence or wilful misconduct related to his or her use of equipment, facilities or general premises.

6. OBLIGATIONS OF THE SECONDED STAFF MEMBER

- 6.1 The SSM shall devote himself or herself full-time to the tasks as outlined in Appendix A (Secondment Plan), unless there are duly justified reasons connected to personal or family circumstances.
- 6.2 During the Secondment, the SSM shall keep records (e.g. worksheets) of his/her activities related to the implementation of the project goals.
- 6.3 The SSM shall collect all documents relevant to evidencing the duration of the Secondment, such as travel documents or access rights at the Host Entity premises.
- 6.4 At the end of the Secondment, the SSM shall complete and submit the evaluation questionnaire provided by the Agency.
- 6.5 Two years after the Final Date of Secondment, the SSM shall complete and submit the follow-up questionnaire provided by the Agency.

7. INTELLECTUAL PROPERTY

- 7.1 The Seconded Staff Member shall comply with the intellectual property arrangements between the Parties to the Grant Agreement at all times during the Secondment. In signing this Agreement, the Seconded Staff Member confirms that s/he is aware of his or her obligations with respect to intellectual property arrangements under the Grant Agreement.

8. CONFIDENTIALITY AND NON-DISCLOSURE

- 8.1 The Seconded Staff Member shall comply at all times with the Grant Agreement Article 36 (Confidentiality), and the Consortium Agreement Section 10 (Non-Disclosure of Information). In signing this Agreement, the Seconded Staff Member confirms that s/he is aware of his or her obligations of confidentiality and non-disclosure under those agreements.
- 8.2 The Host Entity may enter into a separate non-disclosure agreement with the Seconded Staff Member, provided that the provisions of that agreement do not contravene the provisions of the Grant Agreement.

9. FINANCE ARRANGEMENTS

- 9.1 The Host Entity shall cover the costs associated with the general use of premises, infrastructure, equipment, products, and consumables during the period of the Secondment.
- 9.2 The Host Entity shall not be responsible in any case for the payment or waiver of any cost associated with the accommodation, board, or travel expenses of the SSM.
- 9.3 The Seconding Entity shall provide the SSM with a top-up allowance to cover the travel, accommodation and subsistence of the Secondment. The amount is calculated as 2,100 EUR multiplied by the number of months actually spent by the SSM (each month is considered to have 30 days) at the Host Entity, on the condition that the total duration of Secondments per individual SSM within the CONQUES Project does not exceed 12 months. The duration of a Secondment of an individual SSM at the Host Entity must be at least 1 month. For partial months of Secondment, a pro-rata unit cost of 1/30 will be reimbursed for each day. The SSM must submit documents of expenses against allowance to the Seconding Entity. The Seconding Entity must use the total amount of top-up allowance for the direct benefit of the SSM.

10. MISCELLANEOUS

- 10.1 To the extent of any inconsistency between this Secondment Agreement and the Grant Agreement, the Grant Agreement prevails.
- 10.2 Nothing in this Secondment Agreement shall be construed so as to diminish or alter the rights of the European Commission as set out in the Grant Agreement.
- 10.3 Nothing in this Secondment Agreement shall be construed so as to alter any agreements or the terms and conditions of employment of the Seconded Staff Member at the Seconding Entity.

11. GOVERNING LAW

- 11.1 This Secondment Agreement is governed by [Host Entity country's] law.
- 11.2 The Seconding Entity, the SSM and the Host Entity consent to the exclusive jurisdiction of the courts of the [Host Entity Country] in respect of this Agreement.

12. DISPUTE SETTLEMENT

- 12.1 The Seconding Entity, the Host Entity and the SSM shall endeavour to amicably settle disputes arising out of or in connection with this Secondment Agreement. Any disputes that cannot be amicably resolved shall be finally settled under courts of the [Host Entity Country].

13. TERMINATION

- 13.1 This Secondment Agreement enters into force on the date when it is signed by the last party and ceases to exist on the Final Date of Secondment.
- 13.2 This Secondment Agreement may be terminated if the SSM's employment by the Seconding Entity is terminated for any reason.

14. SIGNATURES

- 14.1 This Secondment Agreement shall be executed in three (3) counterparts, to be kept by the Seconding Entity, the Host Entity, and the Seconded Staff Member, respectively.

SIGNATURES TO FOLLOW ON NEXT PAGE

NAME:

JOB TITLE:

Date:

Signed _____

Seconded Staff Member

NAME:

JOB TITLE:

Date:

Signed _____

For and on behalf of [Insert name and address of Seconding Entity]

NAME:

JOB TITLE:

Date:

Signed _____

For and on behalf of [Insert name and address of Host Entity]

ATTACHMENT 11: CONSORTIUM AGREEMENT



Consortium
Agreement.pdf